



**Metro**

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

**Agenda - Final**

**Thursday, March 23, 2023**

**10:00 AM**

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## **Board of Directors - Regular Board Meeting**

*Ara J. Najarian, Chair*  
*Jacquelyn Dupont-Walker, 1st Vice Chair*  
*Janice Hahn, 2nd Vice Chair*  
*Kathryn Barger*  
*Karen Bass*  
*James Butts*  
*Fernando Dutra*  
*Lindsey Horvath*  
*Paul Krekorian*  
*Holly J. Mitchell*  
*Tim Sandoval*  
*Hilda Solis*  
*Katy Yaroslavsky*  
*Gloria Roberts (Interim), non-voting member*  
  
*Stephanie Wiggins, Chief Executive Officer*

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

**PUBLIC INPUT**

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

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

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

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

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

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

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

**INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD**

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## DISCLOSURE OF CONTRIBUTIONS

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

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## LIMITED ENGLISH PROFICIENCY

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Requests can also be sent to [boardclerk@metro.net](mailto:boardclerk@metro.net).



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x4 *한국어 (Korean)*

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x7 *русский (Russian)*

x8 *Հայերէն (Armenian)*

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

### **Live Public Comment Instructions:**

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

The Board Meeting begins at 10:00 AM Pacific Time on March 23, 2023; you may join the call 5 minutes prior to the start of the meeting.

Dial-in: 888-251-2949 and enter  
English Access Code: 8231160#  
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***Public comment will be taken as the Board takes up each item. To give public comment on an item, enter #2 (pound-two) when prompted. Please note that the live video feed lags about 30 seconds behind the actual meeting. There is no lag on the public comment dial-in line.***

### **Instrucciones para comentarios publicos en vivo:**

Los comentarios publicos en vivo se pueden dar por telefono o en persona.

La Reunion de la Junta comienza a las 10:00 AM, hora del Pacifico, el 23 de Marzo de 2023. Puedes unirse a la llamada 5 minutos antes del comienzo de la junta.

Marque: 888-251-2949 y ingrese el codigo  
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***Los comentarios del público se tomaran cuando se toma cada tema. Para dar un comentario público sobre una tema ingrese # 2 (Tecla de numero y dos) cuando se le solicite. Tenga en cuenta que la transmisión de video en vivo se retrasa unos 30 segundos con respecto a la reunión real. No hay retraso en la línea de acceso telefónico para comentarios públicos.***

### **Written Public Comment Instruction:**

Written public comments must be received by 5PM the day before the meeting.  
Please include the Item # in your comment and your position of "FOR," "AGAINST," "GENERAL COMMENT," or "ITEM NEEDS MORE CONSIDERATION."  
Email: BoardClerk@metro.net  
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Los Angeles, CA 90012

**CALL TO ORDER**

**ROLL CALL**

1. APPROVE Consent Calendar Items: 2, 5, 6, 7, 10, 12, 15, 16, 18, 20, 26\*, 27, 28, 31, 33, 34, and 35.

\*Item requires two-thirds vote of the Board.

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

All Consent Calendar items are listed at the end of the agenda, beginning on page 8.

**NON-CONSENT**

3. **SUBJECT: REMARKS BY THE CHAIR** [2023-0191](#)

**RECOMMENDATION**

RECEIVE remarks by the Chair.

4. **SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER** [2023-0192](#)

**RECOMMENDATION**

RECEIVE report by the Chief Executive Officer.

Attachments: [Presentation](#)

**FINANCE, BUDGET, AND AUDIT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):**

13. **SUBJECT: PROPOSITION C BONDS** [2023-0004](#)

**RECOMMENDATION**

ADOPT a Resolution (Attachment A) that authorizes the issuance and sale of up to \$330 million in aggregate principal amount of the Proposition C Sales Tax Revenue Refunding Bonds in one or more series, and the taking of all other actions necessary in connection with the issuance of the refunding bonds.

**(REQUIRES SEPARATE, SIMPLE MAJORITY BOARD VOTE)**

Attachments: [Attachment A - Authorizing Resolution](#)

**EXECUTIVE MANAGEMENT COMMITTEE RECEIVED AND FILED THE FOLLOWING:**

- 19. SUBJECT: FUNDING PLANS FOR EXISTING TIRCP PROJECTS AWARDED PARTIAL FUNDING** [2023-0056](#)

**RECOMMENDATION**

RECEIVE AND FILE report on funding plans for the West Santa Ana Branch (WSAB) and Metro L (Gold) Line Foothill Extension in response to Transit and Intercity Rail Capital Program Cycle 6 Grant Application Motion #49.1 (Attachment A).

Attachments: [Attachment A - Motion 49.1 Presentation](#)

**EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION ON A & B (5-0) AND OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE FORWARDED 23A WITHOUT RECOMMENDATION AND MADE THE FOLLOWING RECOMMENDATION ON 23B (3-0):**

- 23. SUBJECT: TRANSIT LAW ENFORCEMENT SERVICES** [2022-0868](#)

**RECOMMENDATION**

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to negotiate and execute contract modifications to extend the current multi-agency transit law enforcement contracts annually for up to three additional years, through June 30, 2026, utilizing funds to be requested during future fiscal years' budget processes, contingent on compliance with the principles of Metro's Bias-Free Policing Policy and the Public Safety Analytics Policy; and
- B. REPORTING back to the Board in April 2023 on the feasibility of establishing an in-house Metro Transit Police Department to support Metro's Public Safety Mission and Value Statements.

Attachments: [Attachment A - Summary of Material Exceptions to Scope of S&T&C Presentation](#)

- 36. SUBJECT: MONTHLY UPDATE ON PUBLIC SAFETY** [2023-0112](#)

**RECOMMENDATION**

RECEIVE AND FILE the Public Safety Report.

- Attachments:**
- [Attachment A - Systemwide Law Enforcement Overview January 2023](#)
  - [Attachment B - MTA Supporting Data January 2023](#)
  - [Attachment C - Transit Police Summary January 2023](#)
  - [Attachment D - Monthly, Bi-Annual, Annual Comparison January 2023](#)
  - [Attachment E - Violent, Prop. and Part 1 Crimes January 2023](#)
  - [Attachment F - Demographics Data January 2023](#)
  - [Attachment G - Bus & Rail Operator Assaults January 2023](#)
  - [Attachment H - Sexual Harassment Crimes January 2023](#)
  - [Attachment I - March 2023 Fare Observations Report](#)

**37. SUBJECT: DEDICATING EAST LA CIVIC CENTER STATION IN HONOR OF FORMER LOS ANGELES COUNTY SUPERVISOR GLORIA MOLINA MOTION** [2023-0208](#)

**RECOMMENDATION**

APPROVE Motion by Directors Solis, Mitchell, Barger, Hahn, Horvath, and Bass that the Board direct the CEO to:

- A. Prepare a plan dedicating the L (Gold) Line East LA Civic Center station in honor of the trailblazer Los Angeles County Supervisor and Metro Board Director Gloria Molina; and
- B. Report back on the above at the June 2023 Executive Management Committee meeting.

**38. SUBJECT: WHITTIER BOULEVARD/PAINTER AVENUE INTERSECTION IMPROVEMENT PROJECT RESOLUTIONS OF NECESSITY** [2023-0087](#)

**RECOMMENDATION**

CONSIDER:

- A. HOLDING a public hearing on the proposed Resolutions of Necessity; and
- B. ADOPTING the Resolutions of Necessity authorizing the commencement of an eminent domain action to acquire a 28-month Temporary Construction Easement (“TCE”) interest from the properties located at:

13127 Whittier Boulevard, Whittier, CA, APN:8141-033-006, CPN: 81781-1;  
 13205 Whittier Boulevard Whittier, CA, APN:8142-033-052, CPN: 81782-1;  
 13241 Whittier Boulevard, Whittier, CA, APN:8142-033-068, CPN: 81783-1, -2

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13301 Whittier Boulevard, Whittier, CA, APN:8142-033-069, CPN:  
81784-1;  
8421 Painter Avenue, Whittier, CA, APN:8142-033-070, CPN: 81785-1;

The above listed requirements are collectively identified as the "Property  
Interests" as identified in (Attachment A).

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

**Attachments:**      [Attachment A - Staff Report](#)  
[Attachment B-1 - Resolution of Necessity](#)  
[Attachment B-2 - Resolution of Necessity](#)  
[Attachment B-3 - Resolution of Necessity](#)  
[Attachment B-4 - Resolution of Necessity](#)  
[Attachment B-5 - Resolution of Necessity](#)  
[Presentation](#)

## END OF NON-CONSENT

### 39. SUBJECT: CLOSED SESSION

[2023-0205](#)

A. Conference with Legal Counsel - Existing Litigation - G.C. 54956.9(d)(2)

- Significant Exposure to Litigation (Two Cases)

B. Conference with Real Property Negotiators - G.C. 54956.8

Property: 10921 Wilshire Boulevard, Los Angeles, CA 90024

Agency Negotiator: Craig Justesen

Negotiating Parties: W.W. Westwood, L.P.

Under Negotiation: Price and terms.

## CONSENT CALENDAR

### 2. SUBJECT: MINUTES

[2023-0193](#)

#### RECOMMENDATION

APPROVE Minutes of the Regular Board Meeting held February 23, 2023.

**Attachments:**      [Regular Board Meeting MINUTES - February 23, 2023](#)  
[February 2023 Public Comments](#)



**PLANNING AND PROGRAMMING COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):**

5. **SUBJECT: AWARD RECOMMENDATIONS FOR RECREATION ACCESS COMPETITIVE GRANT PROGRAM** [2022-0849](#)

**RECOMMENDATIONS**

CONSIDER:

- A. APPROVING project selection and programming of \$1,000,000 for the Recreation Access Competitive Grant Program (Attachment A).
- B. AUTHORIZING the Chief Executive Officer (CEO) or her designee to negotiate and execute all necessary agreements for approved projects.
- C. AUTHORIZING the CEO or her designee to adjust programming amounts, including, but not limited to, soliciting additional project applications, shifting funding amounts between the awarded projects, and/or increasing award amounts should additional funding become available.

**Attachments:**      [Attachment A - Award Recommendations](#)  
[Attachment B - Transit to Parks Board Motion 22.1](#)  
[Attachment C - Recreation Access Competitive Grant Program Guidelines Presentation](#)

**PLANNING AND PROGRAMMING COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):**

6. **SUBJECT: FUNDING PROGRAMMING FOR FEDERALLY MANDATED PARATRANSIT SERVICES** [2023-0092](#)

**RECOMMENDATIONS**

CONSIDER:

- A. APPROVING the programming of \$246.7 million in federal Surface Transportation Block Grant Program (STBGP) funds for Access Services for Fiscal Years (FY) 2024 through FY 2026, as shown in Attachment A; and
- B. AUTHORIZING the Chief Executive Officer or their designee to negotiate and execute funding agreements between Metro and Access Services.

**Attachments:**      [Attachment A - Funding Programming for Access Services \(FY 2024 - FY 2026\)](#)

**PLANNING AND PROGRAMMING COMMITTEE (5-0) AND EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):**

7. **SUBJECT: A NEW START FOR THE WEST SANTA ANA BRANCH MOTION** [2023-0183](#)

**RECOMMENDATION**

APPROVE Motion by Directors Hahn, Dutra, Solis, and Barger that the Board direct the Chief Executive Officer to work collaboratively with the West Santa Ana Branch Corridor City manager Technical Advisory Committee, Gateway Cities Council of Governments, Eco Rapid Transit Joint Powers Authority, local elected officials, community-based organizations, schools and colleges, and residents along the corridor in order to rebrand the West Santa Ana Branch, including (a) renaming the project no later than January 2024 that represent the community character and local context, (b) developing a robust communication strategy to get input for and from CBOs, corridor cities residents and businesses, and key stakeholders, and (c) report back on progress toward these directives on a quarterly basis, beginning in June 2023.

**FINANCE, BUDGET, AND AUDIT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):**

10. **SUBJECT: INVESTMENT POLICY** [2023-0048](#)

**RECOMMENDATION**

CONSIDER:

- A. ADOPTING the Investment Policy in Attachment A;
- B. APPROVING the Financial Institutions Resolution authorizing financial institutions to honor signatures of LACMTA Officials, Attachment B; and
- C. DELEGATING to the Treasurer or his/her designees, the authority to invest funds for a one-year period, pursuant to California Government Code ("Code") Section 53607.

**Attachments:** [Attachment A - Investment Policy Redlined March 2023](#)  
[Attachment B - Financial Institutions Resolution 2023](#)

**FINANCE, BUDGET, AND AUDIT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):**

12. **SUBJECT: INVESTMENT MANAGEMENT SERVICES BENCH** [2023-0054](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award ten- (10) year bench

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Contract Nos. PS45150000 through PS45150007, for investment management services, to the firms listed below, for a total not-to-exceed amount of \$12,393,750 for the initial five-year base term, plus \$12,393,750 for the five-year option term, for a combined not-to-exceed amount of \$24,787,500, effective April 1, 2023, subject to resolution of protest(s), if any:

A. Discipline 1: Intermediate duration fixed income managers

- 1.1 LM Capital Group, LLC
- 1.2 RBC Global Asset Management (U.S.), Inc.
- 1.3 Chandler Asset Management, Inc.
- 1.4 US Bancorp Asset Management, Inc.
- 1.5 Payden & Rygel

B. Discipline 2: Short-term duration fixed income managers

- 2.1 CSM Advisors, LLC dba CS McKee
- 2.2 Longfellow Investment Management Co., LLC
- 2.3 US Bancorp Asset Management, Inc.
- 2.4 Loop Capital Asset Management
- 2.5 Payden & Rygel
- 2.6 RBC Global Asset Management (U.S.), Inc.

Attachments:      [Attachment A - Procurement Summary](#)  
[Attachment B - List of Recommended Contractors](#)  
[Attachment C - DEOD Summary](#)

**EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):**

**15. SUBJECT: STATE LEGISLATION** [2023-0129](#)

**RECOMMENDATION**

ADOPT staff recommended positions:

A. **AB 463 (Hart)** Electricity: prioritization of service: public transit vehicles. - **WORK WITH AUTHOR**

B. **AB 761 (Friedman)** Transit Transformation Task Force. - **SUPPORT**

Attachments:      [Attachment A - AB 463 \(Hart\) Legislative Analysis](#)  
[Attachment B - AB 761 \(Friedman\) Legislative Analysis](#)

**EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION  
(5-0):**

- 16. SUBJECT: METRO SYSTEM ADVERTISING CONTRACT  
MODIFICATIONS (LICENSE TO SELL AND DISPLAY  
ADVERTISING ON BUS AND RAIL)**

[2023-0074](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. EXECUTE Modification No. 5 to Contract No. PS41099B - License to Sell and Display Advertising on Metro Bus System, with OUTFRONT Media Group, LLC, to:
1. Revise Revenue Compensation to LACMTA, to adjust the minimum annual guaranteed (MAG) payments and annual true-up revenue shares for the remainder of the contract as depicted in Attachment A - Revenue Summary;
  2. Extend the Contract period of performance for an additional two years from February 28, 2028, to February 28, 2030, to help recover revenue lost during the COVID pandemic;
  3. Increase Metro's share of voice (agency ad space) from 10% to 15% as part of the media inventory where the Contractor covers materials and services.
- B. EXECUTE Modification No. 3 to Contract No. PS41099R - License to Sell and Display Advertising on Metro Rail System, with Intersection Parent, Inc. to:
1. Revise Revenue Compensation to LACMTA to adjust the minimum annual guaranteed (MAG) payments and annual true-up revenue shares for the remainder of the contracts as depicted in Attachment A - Revenue Summary;
  2. Extend the Contract period of performance for an additional two years from February 28, 2028, to February 28, 2030, to help recover revenue lost during the COVID pandemic;
  3. Increase Metro's share of voice (agency ad space) from 10% to 15% as part of the media inventory where the Contractor covers materials and services;
  4. Expedite the digital screen placement program to deploy 500 screens by 2026 to improve our riders' customer experience and prepare for the 2028 Olympic and Paralympic Games.

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- Attachments:**      [Attachment A – Revenue Summary](#)  
[Attachment B - Procurement Summary](#)  
[Attachment C - Modification Log](#)  
[Attachment D - DEOD Summary](#)  
[Attachment E - Industry Benchmark of Contract Modifications Presentation](#)

**EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (6-0):**

**18. SUBJECT: MOBILITY WALLET PILOT UPDATES** [2023-0089](#)

**RECOMMENDATION**

APPROVE:

- A. the finding that Mobility Wallets are exempt from federal income tax because the payments promote the general welfare of low-income eligible participants and do not represent compensation for service; and
  
- B. an amendment to the existing Mobility Wallet Pilot Memorandum of Understanding (MOU) between the City of Los Angeles and Metro to increase funding from the City by \$3,743,230, increasing the total funding from \$756,770 to \$4.5 million for Metro to lead the implementation and distribution of the Mobility Wallets. (Attachment A).

**Attachments:**      [Presentation](#)

**EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):**

**20. SUBJECT: METRO BUS SHELTERS MOTION** [2023-0184](#)

**RECOMMENDATION**

APPROVE Motion by Directors Hahn, Mitchell, Najarian, Dupont-Walker, and Horvath that the Board direct the Chief Executive Officer to:

- A. Identify priority bus stops within each local jurisdiction based upon data, including but not limited to:
  - 1. Ridership per line and stop;
  - 2. Existing bus stop amenities such as seating, shelters, and lighting
  - 3. Heat island index
  - 4. EFCs
  - 5. Safety related incidents over the last three year

- B. Share all available bus stop data with each applicable jurisdiction;
- C. Inventory transportation funding sources which can be leveraged to help local jurisdictions deliver bus stop improvements, including Metro-controlled and pass-through sources as well as both formula and competitive programs;
- D. Recommend technical, financial, and other ways for Metro to support bus stop improvements by local jurisdictions, prioritizing such improvements in Equity Focus Communities;
- E. In consultation with jurisdictions, host a bus stop summit to review the state of bus shelters, including examples of best practices and a vendor showcase;
- F. As part of the annual local return audit, report on the progress of installing and maintaining bus stop amenities by jurisdiction; and
- G. Report back on the above action items in 120 days.

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):**

**26. SUBJECT: PURCHASE OF OCS STINGER TRUCK**

[2022-0631](#)

**RECOMMENDATION**

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to award a firm-fixed-price contract, Contract No. OP92098000, to Nixon-Egli Equipment Company, for one (1) Overhead Catenary System (OCS) Stinger Truck for a firm fixed price of \$882,520.78, inclusive of sales tax, subject to resolution of any properly submitted protest(s) if any; and
- B. FINDING that there is only a single source of procurement for the item(s) set forth in Recommendation A above and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use, as defined under Public Utilities Code 130237.

**(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)**

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

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):**

**27. SUBJECT: METRO FREEWAY SERVICE PATROL** [2023-0014](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute contract modifications for four current Freeway Service Patrol (FSP) contracts in an aggregate amount of \$4,645,000 thereby increasing the contract amounts from \$18,020,679 to \$22,665,679 and extending the periods of performance for the following contracts:

- Beat 24: T.G. Towing, Inc. Contract No. FSP2833200FSP1424, for \$710,000 for up to 5 months, increasing the total contract amount from \$4,696,302 to \$5,406,302;
- Beat 29: Platinum Tow & Transport, Inc. Contract No. FSP3470600B29, for \$495,000 for up to 5 months, increasing the total contract amount from \$4,145,024 to \$4,640,024;
- Beat 42: Platinum Tow & Transport Contract No. FSP2842100FSP1442, for \$275,000 for up to 5 months, increasing the total contract amount from \$3,964,231 to \$4,239,231; and
- Beat 61: All City Towing Contract No. FSP5769100B61, for \$3,165,000 for up to 25 months, increasing the total contract amount from \$5,215,122 to \$8,380,122.

Attachments:      [Attachment A - Procurement Summary](#)  
                                 [Attachment B - Contract Modification Summary](#)  
                                 [Attachment C - Contract Modification Change Order Log](#)  
                                 [Attachment D - FSP Beat Map](#)  
                                 [Attachment E - DEOD Summary](#)

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):**

**28. SUBJECT: POWER SWEEPING SERVICES FOR ALL METRO FACILITIES** [2023-0060](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute Modification No. 14 to Contract No. OP962800003367 with Nationwide Environmental Services, a Division of Joe's Sweeping Services, Inc., to provide power sweeping

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services for Metro's transit facilities in the amount of \$1,902,420, increasing the contract three-year base authority from \$6,841,346 to \$8,743,766 and extending the period of performance from June 01, 2023, through May 31, 2024.

- Attachments:**      [Attachment A - Procurement Summary](#)  
                                 [Attachment B - Contract Modification/Change Order Log](#)  
                                 [Attachment C - DEOD Summary](#)

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):**

**31. SUBJECT:      MICROTRANSIT PILOT PROJECT - PART B** [2023-0118](#)

**RECOMMENDATION**

AUTHORIZE:

- A. the Chief Executive Officer to execute Modification No. 10 to Contract No. PS46292001 with RideCo., Inc., for the MicroTransit Pilot Project, to extend the period of performance from April 1, 2023, through September 30, 2023, in an amount not to exceed \$8,292,453, increasing the Total Contract Value from \$35,131,602 to \$43,424,055; and
  
- B. an increase in the Contract Modification Authority (CMA) in the amount of \$829,245, or 10% of the total Contract Modification No. 10 value, increasing the total authorized CMA amount from \$100,000 to a new CMA amount of \$929,245 and execute individual Contract Modifications within the Board approved CMA.

- Attachments:**      [Attachment A - Procurement Summary](#)  
                                 [Attachment B - Contract Modification Change Order Log](#)  
                                 [Attachment C - DEOD Summary](#)  
                                 [Presentation](#)

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):**

**33. SUBJECT:      USE OF PUBLIC SAFETY DATA MOTION RESPONSE** [2022-0487](#)

**RECOMMENDATIONS**

ADOPT:

- A. The Bias-Free Policing Policy (Attachment A); and
  
- B. The Public Safety Analytics Policy (Attachment B).



- Attachments:**      [Attachment A - Bias Free Policing Policy](#)  
[Attachment B - Public Safety Analytics Policy](#)  
[Attachment C - Board Motion 45](#)  
[Attachment D - PSAC Recommendations](#)  
[Presentation](#)

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):**

**34. SUBJECT: METRO'S CUSTOMER CODE OF CONDUCT** [2022-0291](#)

**RECOMMENDATION**

APPROVE the revised Metro Customer Code of Conduct (Attachment A) effective June 1, 2023.

- Attachments:**      [Attachment A - Proposed New Code of Conduct](#)  
[Attachment B - Existing Code of Conduct](#)  
[Attachment C - PSAC Code of Conduct Recommendations](#)  
[Attachment D - Code of Conduct Transit Agencies Matrix](#)  
[Attachment E Redlined Existing Code of Conduct](#)  
[Attachment F - Code Comparison Table](#)  
[Presentation](#)

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):**

**35. SUBJECT: METRO TRANSIT SECURITY** [2022-0648](#)

**RECOMMENDATION:**

AUTHORIZE the Chief Executive Officer to amend the FY23 Budget to add 48 Metro Transit Security full-time equivalent (FTE) positions to include 44 Transit Security Officers, three Supervisors, and one Director, Transit Security (Captain).

- Attachments:**      [Attachment A - Bus Operator Assaults Data](#)  
[Attachment B - 2022 Bus Operator Survey Update](#)  
[Attachment C - PSAC Onboard Bus Safety Strategies](#)  
[Presentation](#)

**SUBJECT: GENERAL PUBLIC COMMENT** [2023-0194](#)

RECEIVE General Public Comment

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

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

Adjournment



**Board Report**

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**File #:** 2023-0192, **File Type:** Oral Report / Presentation

**Agenda Number:** 4.

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**REGULAR BOARD MEETING  
MARCH 23, 2023**

**SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER**

**RECOMMENDATION**

RECEIVE report by the Chief Executive Officer.

# Report by the CEO

## Item #4



**Metro**<sup>®</sup>

CHIEF EXECUTIVE OFFICER

March 2023

# Thank you Transit Operators!

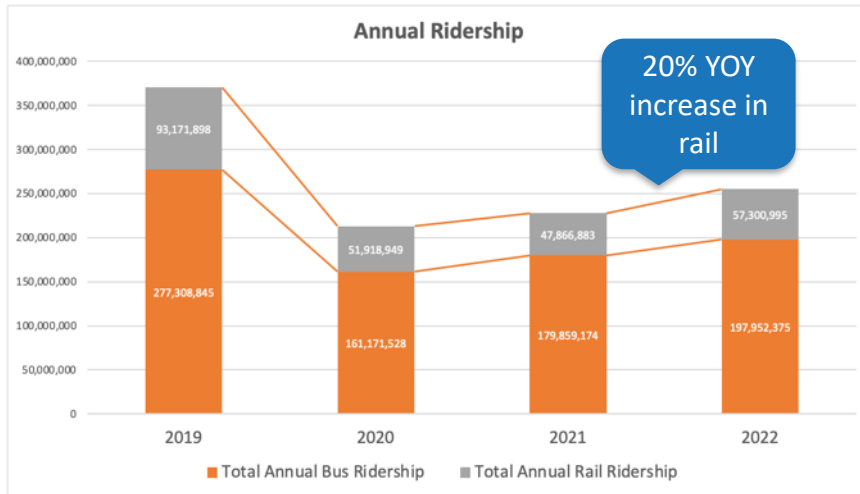


**Metro**

CHIEF EXECUTIVE OFFICER

March 2023

# Metro Ridership Continues to Grow

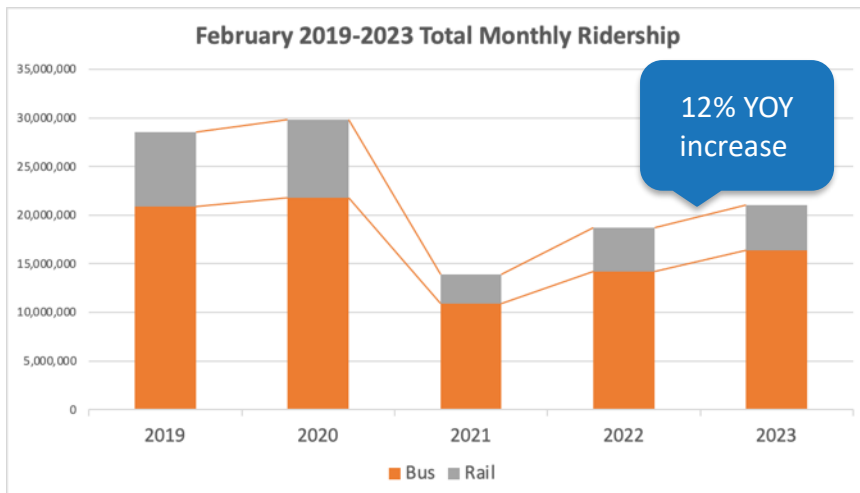


**Overall Metro ridership was up 12% year over year in 2022.**

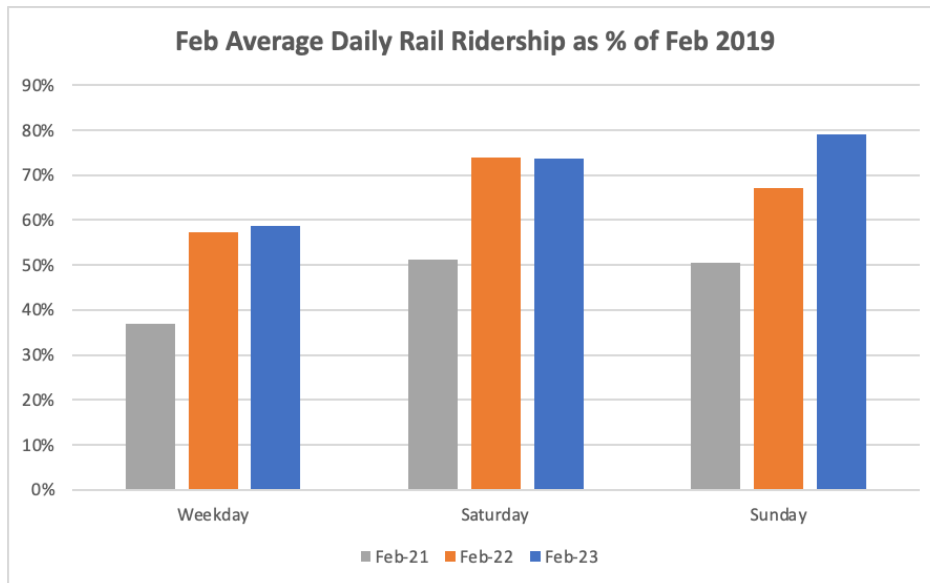
- Metro Rail ridership was up 20% year over year in 2022.

**Overall Ridership has continued robust increases in 2023.**

- Ridership in January 2023 was up 13% compared to January 2022.
- Ridership in February 2023 was up 12% compared to February 2022.



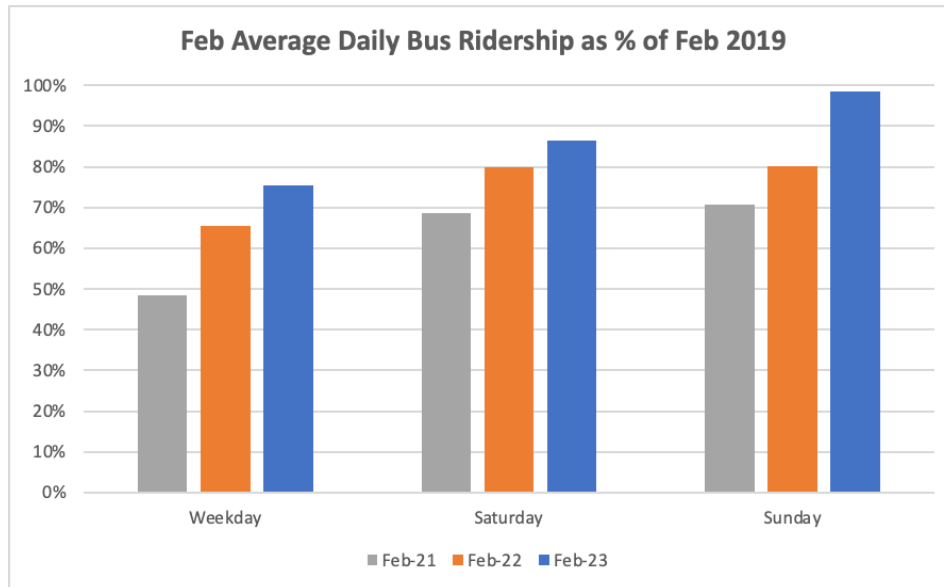
# Weekday Rail Ridership is Slow to Recover



**Post-pandemic rail ridership recovery continues to lag post-pandemic bus ridership recovery on the weekdays, but weekend performance is better.**

- February 2023 average weekday rail ridership was 59% of Feb 2019's average weekday rail ridership.
- Average weekday ridership in Feb 2023 was the highest of FY2023, with about 184,500 people riding Metro trains each weekday.
- By contrast, average rail ridership on the **weekends** in Feb 2023 was 76% of Feb 2019.

# Bus Ridership is Growing Faster



## Metro Bus ridership gains have been strong in 2023.

- Metro Bus accounted for 78% of Metro's total ridership in February 2023.
- Metro Bus average daily ridership in Feb 2023 was 78.3% of what it was in Feb 2019.
  - Metro Bus in Feb 2023 was up 15% year over year.
- Like rail, bus ridership recovery has been stronger on weekends.
  - In Feb 2023, our average Sunday bus ridership was **98%** of its level in Feb 2019.



# APTA Legislative Conference & Meetings in Washington, DC



March 2023

# April Commemorative TAP Cards



National Arab American  
Heritage Month  
**TAP Cards on Sale**  
**March 31**

at Metro Customer Centers



World Earth Day  
**TAP Cards on Sale**  
**April 14**

at Metro Customer Centers



Armenian Genocide  
Remembrance Day  
**TAP Cards on Sale**  
**April 14**

Select TVMs &  
Metro Customer Centers



CHIEF EXECUTIVE OFFICER

March 2023

Thank you!



**Metro**<sup>®</sup>

CHIEF EXECUTIVE OFFICER

March 2023

**Board Report**

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**File #:** 2023-0004, **File Type:** Resolution**Agenda Number:** 13.

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**FINANCE, BUDGET & AUDIT COMMITTEE  
MARCH 15, 2023****SUBJECT: PROPOSITION C BONDS****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

ADOPT a Resolution (Attachment A) that authorizes the issuance and sale of up to \$330 million in aggregate principal amount of the Proposition C Sales Tax Revenue Refunding Bonds in one or more series, and the taking of all other actions necessary in connection with the issuance of the refunding bonds.

**(REQUIRES SEPARATE, SIMPLE MAJORITY BOARD VOTE)****ISSUE**

Metro may lower its debt service costs by refunding, on a current basis, the outstanding Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2013-B, the Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-C, and the Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2014-A (the "Refunded Bonds"). Approximately \$313.6 million of the outstanding Refunded Bonds are eligible for refunding. Under current market conditions, the issuance of the Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds (the "Refunding Bonds") could achieve approximately \$42.68 million in net present value savings over the fifteen (15) plus year life of the bonds.

**BACKGROUND**

The Refunded Bonds may be refunded in April 2023 as their call date is July 1, 2023. The Debt Policy establishes criteria to evaluate refunding opportunities. The refunding of the Refunded Bonds is currently estimated to provide net present value savings in excess of the minimum 3% of the refunded par amount set forth in the Debt Policy criteria for evaluating refunding opportunities.

**DISCUSSION**

The Refunding Bonds will be structured as fixed rate bonds and will be sold using a negotiated sale method. If market conditions change suddenly, a negotiated sale provides Metro the flexibility to alter the sale date and/or bond structure as needed. A negotiated sale method also allows Metro to advance its DBE/SBE/DVBE firm participation goals. The underwriters will pre-market the issue to

target as many investors as possible, assist with the credit rating process and advise on market conditions for optimal bond pricing.

Consistent with the Metro Debt Policy, underwriters for this transaction will be selected by a competitive Request for Proposal (“RFP”) process conducted by Montague DeRose and Associates (“MDA”), Metro’s Transaction Municipal Advisor. Nixon Peabody LLP and Kutak Rock LLP were selected by Treasury staff and County Counsel to serve as Bond Counsel and Disclosure Counsel, respectively.

### **DETERMINATION OF SAFETY IMPACT**

Approval of this item will not impact the safety of Metro’s patrons or employees.

### **FINANCIAL IMPACT**

The costs of issuance for the Refunding Bonds will be paid from the proceeds of the financing and will be budget neutral. Savings from the Refunding Bonds will be reflected in future budgets under principal account 51101 and the bond interest account 51121.

### **EQUITY PLATFORM**

Approval of this item is intended to reduce financial risk and maintain planned funding and schedules for Metro capital projects funded by Proposition C. At this time, there are no equity concerns anticipated as a result of this action.

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

The recommendation supports the following Metro Strategic Plan Goal:

Goal #5: Provide responsive, accountable, and trustworthy governance within the Metro organization.

### **ALTERNATIVES CONSIDERED**

The Board could defer the issuance of the Refunding Bonds to a later time or indefinitely. This is not recommended because we cannot predict that interest rates will remain low enough to generate comparable benefits. Federal Reserve Bank actions and all other market and economic conditions may push interest rates higher and result in a loss of refunding savings.

### **NEXT STEPS**

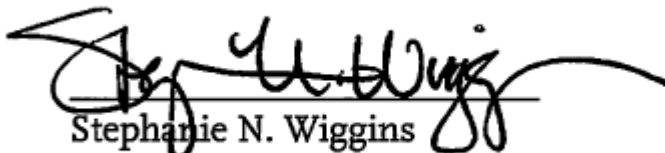
- Obtain ratings on the Refunding Bonds
- Complete legal documentation and distribute the preliminary official statement to potential investors, initiate the pre-marketing effort
- Negotiate the sale of the Bonds with the underwriters

### **ATTACHMENTS**

Attachment A - Authorizing Resolution

Prepared by: Rodney Johnson, Deputy Executive Officer, Finance  
(213) 922-3417  
Biljana Seki, Assistant Treasurer, (213) 922-2554  
Michael Kim, Debt Manager, (213) 922-4026

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



Stephanie N. Wiggins  
Chief Executive Officer

**Authorizing Resolution**

RESOLUTION OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF ITS LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY PROPOSITION C SALES TAX REVENUE REFUNDING BONDS, APPROVING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL TRUST AGREEMENT, CONTINUING DISCLOSURE CERTIFICATE, BOND PURCHASE AGREEMENT, ESCROW AGREEMENT, AND PRELIMINARY AND FINAL OFFICIAL STATEMENT, AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH.

**(PROPOSITION C SALES TAX)**

W I T N E S S E T H :

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (the "LACMTA"), as successor to the Los Angeles County Transportation Commission (the "Commission"), is authorized, under Chapter 5 of Division 12 of the California Public Utilities Code (the "Act"), to issue bonds to finance and refinance the acquisition, construction or rehabilitation of facilities to be used as part of a countywide transit system; and

WHEREAS, pursuant to the provisions of Section 130350 of the California Public Utilities Code, the Commission was authorized to adopt a retail transactions and use tax ordinance applicable in the incorporated and unincorporated territory of the County of Los Angeles (the "County") subject to the approval by the voters of the County; and

WHEREAS, the Commission, by Ordinance No. 49 adopted August 28, 1990 ("Ordinance No. 49"), imposed a ½ of 1% retail transactions and use tax upon retail sales of tangible personal property and upon the storage, use or other consumption of tangible personal property in the County, the proceeds of the tax to be used for public transit purposes (the "Proposition C Tax"), and such tax was approved by the electors of the County on November 6, 1990; and

WHEREAS, the revenues received by the LACMTA from the imposition of the transactions and use tax are, by statute, directed to be used for public transit purposes, which purposes include a pledge of such tax to secure any bonds issued pursuant to the Act and include the payments or provision for the payment of the principal of the bonds and any premium, interest on the bonds and the costs of issuance of the bonds; and

WHEREAS, the LACMTA is planning and engineering a Countywide rail, bus and highway transit system (the "Rail, Bus and Highway Transit System") to serve the County and has commenced construction of portions of the Rail, Bus and Highway Transit System; and

WHEREAS, to facilitate the development and construction of the Rail, Bus and Highway Transit System, the LACMTA, as authorized by the Act, pursuant to the terms of the Amended and Restated Trust Agreement, dated as of January 1, 2010, as amended and supplemented (the "Trust Agreement"), by and between the LACMTA and U.S. Bank Trust Company, National

Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), has issued multiple series of bonds, including its Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-A; Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2013-B (the “Series 2013-B Bonds”); Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-C (the “Series 2013-C Bonds”); Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2014-A (the “Series 2014-A Bonds”); Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2016-A; Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2017-A; Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2019-A (Green Bonds); Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2019-B; Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2019-C; Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2020-A, Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2021-A and Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2022-A (collectively, the “Prior Senior Bonds”); and

WHEREAS, the Trust Agreement permits the issuance of additional bonds subject to the limitations, and upon the terms, set forth therein, specifies applicable defaults and remedies, and provides for the procedures by which it may be amended and supplemented; and

WHEREAS, the LACMTA now desires to provide for the issuance of one or more series of its Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, from time to time and in one or more transactions (collectively, the “Refunding Bonds”) to: (a) current refund all or a portion of the outstanding Series 2013-B Bonds, the outstanding Series 2013-C Bonds and the outstanding Series 2014-A Bonds (the bonds so refunded shall be referred to herein as the “Refunded Bonds”), provided that the refunding of the Refunded Bonds is consistent with the Debt Policy of the LACMTA (the “Debt Policy”) as in effect at the time of pricing of the applicable series of Refunding Bonds; and (b) pay certain costs of issuance related thereto (collectively, the “Financing”); and

WHEREAS, the LACMTA has determined that it is in its best interest to sell the Refunding Bonds to the public through a negotiated sale to one or more underwriters selected by a Designated Officer through a competitive process by the LACMTA (the “Underwriters”); and

WHEREAS, the sale of the Refunding Bonds shall be in accordance with the Debt Policy of the LACMTA; and

WHEREAS, the forms of the following documents are on file with the Board Clerk or Acting Board Clerk (the “Clerk”) of the Board of Directors of the LACMTA (the “Board”) and have been made available to the members of the Board:

(a) a Supplemental Trust Agreement (the “Refunding Supplemental Trust Agreement”), which will be by and between the LACMTA and the Trustee, which would supplement the Trust Agreement for purposes of providing the terms and conditions of the Refunding Bonds;

(b) a Preliminary Official Statement (the “Preliminary Official Statement”), which will provide information about the Refunding Bonds, the LACMTA, the Proposition



C Tax and certain other related matters, and will be used, from time to time, in connection with the offer and sale of the Refunding Bonds;

(c) a Purchase Agreement (the “Purchase Agreement”), to be entered into by one or more of the Underwriters and the LACMTA, which will set forth the terms of the sale of the Refunding Bonds; and

(d) a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”), which will be executed by the LACMTA and used to assist the Underwriters of the Refunding Bonds in complying with the Securities and Exchange Commission Rule 15c2-12(b)(5), and which will provide for the annual and periodic update of certain financial information and operating data with respect to the LACMTA and the collection of the Proposition C Tax, among other things, and certain enumerated events; and

(e) an Escrow Agreement (the “Escrow Agreement”), among the LACMTA, the Trustee and U.S. Bank Trust Company, National Association, as escrow agent, which will be executed and delivered in connection with the refunding and defeasance of the Refunded Bonds;

WHEREAS, the LACMTA hereby acknowledges that said documents will be modified and amended to reflect the various details applicable to the Refunding Bonds, whether the Refunding Bonds are issued in a single issuance or multiple issuances, and that said documents are subject to completion to reflect the results of the sale of the Refunding Bonds, whether in a single issuance or multiple issuances; and

WHEREAS, the LACMTA has pledged the Proposition C Tax (less the 20% local allocation and the California Department of Tax and Fee Administration’s costs of administering such tax) (the “Pledged Taxes”) pursuant to the terms of the Trust Agreement to secure the Prior Senior Bonds and certain other obligations of the LACMTA, and once issued, the Refunding Bonds will be “Bonds” and “Senior Bonds” as defined in the Trust Agreement and will be secured by the pledge of the Pledged Revenues under the Trust Agreement; and

WHEREAS, the LACMTA desires to designate the Chief Financial Officer of the LACMTA, the Treasurer of the LACMTA, any Deputy Executive Officer, Finance of the LACMTA, any Assistant Treasurer of the LACMTA (or such other titles as the LACMTA may from time to time assign for such respective positions), and any such officer serving in an acting or interim capacity, and any written designee of any of them as an “Authorized Authority Representative” for all purposes under the Trust Agreement, the Refunding Supplemental Trust Agreement, and the Subordinate Trust Agreement, dated as of June 1, 1993, as amended and supplemented (the “Subordinate Trust Agreement”), by and between LACMTA and U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee, and as an “Authorized Officer” under the Revolving Credit Agreement, dated as of June 1, 2022 (the “Revolving Credit Agreement”), by and between the LACMTA and Bank of the West, relating to the Proposition C Revolving Obligations (as defined in the Revolving Credit Agreement), and any related documents; and

WHEREAS, Section 5852.1 of the California Government Code requires that the governing body of a public body obtain from an underwriter, financial advisor or private lender and disclose, prior to authorizing the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds, (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

WHEREAS, the LACMTA is duly authorized and empowered, pursuant to each and every requirement of law, to authorize the Financing and to authorize the execution and delivery of the Refunding Bonds, the Refunding Supplemental Trust Agreement, the Continuing Disclosure Certificate, the Purchase Agreement, the Escrow Agreement, the preparation of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement (as hereinafter defined) for the purposes, in the manner and upon the terms provided; and

WHEREAS, terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Trust Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, AS FOLLOWS:

**Section 1. Findings.** The LACMTA hereby finds and determines that:

(a) The issuance of one or more series of its Refunding Bonds under the Trust Agreement to current refund all or a portion of the Refunded Bonds (provided that the refunding of the Refunded Bonds is consistent with the Debt Policy as in effect at the time of pricing of the applicable series of Refunding Bonds) and pay certain costs related to the issuance of the Refunding Bonds, is in the public interest.

(b) Under the provisions of Ordinance No. 49, all of the Pledged Taxes are revenues of the LACMTA available for rail, bus and highway transit purposes and are available to be and are, by the terms of the resolutions and the Trust Agreement under which the Prior Senior Bonds were issued, pledged, along with the Pledged Revenues, to secure the Prior Senior Bonds and are pledged to secure the Refunding Bonds, and, by this Resolution, such pledge is reaffirmed.

(c) The provisions contained in the Trust Agreement, as previously amended and supplemented, and as to be supplemented as set forth in the Refunding Supplemental Trust Agreement, are reasonable and proper for the security of the holders of the Refunding Bonds.

**Section 2. Issuance of Refunding Bonds.** The Board hereby authorizes the issuance by the LACMTA of one or more series of Refunding Bonds, from time to time and in one or more transactions, for the purposes of (a) current refunding all or a portion of the Refunded Bonds

(provided that the refunding of the Refunded Bonds is consistent with the Debt Policy as in effect at the time of pricing of the Refunding Bonds as determined and calculated at the discretion of the Treasurer or any other Designated Officer of the LACMTA, which shall be conclusive for all purposes of this Resolution), and (b) paying certain costs of issuance related to the issuance of the Refunding Bonds. The aggregate principal amount of the Refunding Bonds issued by the LACMTA shall not exceed an amount sufficient (taking into account any original issue discount) to refund all or a portion of the Refunded Bonds and pay certain costs related to the issuance of the Refunding Bonds (including, but not limited to, underwriters' discount), and in any event the aggregate principal amount of all Refunding Bonds shall not exceed \$275,000,000. The True Interest Cost of the Refunding Bonds shall not exceed 5.00%, as such shall be calculated by the LACMTA's municipal advisor as of the date of delivery of each series of the Refunding Bonds. The Refunding Bonds shall not mature later than the final maturity date of the Refunded Bonds that are being refunded with proceeds of the Refunding Bonds.

The Refunding Bonds shall be issued in a manner by which the interest thereon is excludable from gross income under the Internal Revenue Code of 1986, as amended. The Chief Executive Officer of the LACMTA, the Chief Financial Officer of the LACMTA, the Treasurer of the LACMTA, any Deputy Executive Officer, Finance of the LACMTA, any Assistant Treasurer of the LACMTA (or such other titles as the LACMTA may from time to time assign for such respective positions), and any such officer serving in an acting or interim capacity, and any written designee of any of them (each, a "Designated Officer"), acting in accordance with this Section 2, are each hereby severally authorized to determine the actual aggregate principal amount of the Refunding Bonds to be issued (not in excess of the maximum amount set forth above), and to direct the execution and authentication of the Refunding Bonds in such amount. Such direction shall be conclusive as to the principal amounts hereby authorized. The Refunding Bonds shall be in fully registered form and shall be issued as Book-Entry Bonds as provided in the Refunding Supplemental Trust Agreement. Payment of the principal of, interest on and premium, if any, on the Refunding Bonds shall be made at the place or places and in the manner provided in each Refunding Supplemental Trust Agreement.

As used herein, the term "True Interest Cost" shall be the interest rate (compounded semiannually) necessary to discount the debt service payments from their respective payment dates to the dated date of the Refunding Bonds and to the principal amount and original issue premium, if any, less underwriters' discount and original issue discount, if any, of the Refunding Bonds. For the purpose of calculating the True Interest Cost, the principal amount of the Refunding Bonds scheduled for mandatory sinking fund redemption as part of a term bond shall be treated as a serial maturity for such year. The calculation of the True Interest Cost shall include such other reasonable assumptions and methods as determined by the LACMTA's municipal advisor.

**Section 3. Terms of Refunding Bonds.** The Refunding Bonds shall be issued as current interest bonds and shall be available in denominations of \$5,000 and integral multiples thereof. The Refunding Bonds, when issued, shall be in the aggregate principal amounts and shall be dated as shall be provided in the Refunding Supplemental Trust Agreement. The Refunding Bonds may be issued as serial bonds or as term bonds or as both serial bonds and term bonds, all as set forth in the Refunding Supplemental Trust Agreement. Interest on the Refunding Bonds shall be paid at the rates and on the dates set forth in the Refunding Supplemental Trust Agreement; *provided, however,* that, no Refunding Bond shall bear interest at a rate in excess of 6.00% per annum.

Execution and delivery of the Refunding Supplemental Trust Agreement, which document will contain the maturities, principal amounts, interest rates and the payment obligations of the LACMTA within parameters set forth in this Resolution, shall constitute conclusive evidence of the LACMTA's approval of such maturities, principal amounts, interest rates and payment obligations.

**Section 4. Special Obligations.** The Refunding Bonds shall be special obligations of the LACMTA secured by and payable from the Pledged Revenues and from the funds and accounts held by the Trustee under the Trust Agreement. The Refunding Bonds shall also be secured by and be paid from such other sources as the LACMTA may hereafter provide.

**Section 5. Form of Refunding Bonds.** The Refunding Bonds and the Trustee's Certificate of Authentication to appear thereon shall be in substantially the form set forth in Exhibit A to the Refunding Supplemental Trust Agreement on file with the Clerk of the Board and made available to the Board, with such necessary or appropriate variations, omissions and insertions as permitted or required by the Trust Agreement or the Refunding Supplemental Trust Agreement or as appropriate to adequately reflect the terms of such Refunding Bonds and the obligation represented thereby.

**Section 6. Execution of Refunding Bonds.** Each of the Refunding Bonds shall be executed on behalf of the LACMTA by any Designated Officer and any such execution may be by manual or facsimile signature, and each bond shall be authenticated by the endorsement of the Trustee or an agent of the Trustee. Any facsimile signature of such Designated Officer(s) shall have the same force and effect as if such officer(s) had manually signed each of such Refunding Bonds.

**Section 7. Approval of Documents; Authorization for Execution.** The forms, terms and provisions of the Refunding Supplemental Trust Agreement, the Purchase Agreement, the Continuing Disclosure Certificate and the Escrow Agreement on file with the Clerk of the Board and made available to the Board within the parameters set forth in this Resolution are in all respects approved, and each of the Designated Officers is hereby severally authorized, empowered and directed to execute, acknowledge and deliver in the name of and on behalf of the LACMTA one or more Refunding Supplemental Trust Agreements, one or more Purchase Agreements, one or more Continuing Disclosure Certificates and one or more Escrow Agreements, including counterparts thereof. The Refunding Supplemental Trust Agreement(s), the Purchase Agreement(s), the Continuing Disclosure Certificate(s) and the Escrow Agreement(s), as executed and delivered, shall be in substantially the forms now on file with the Clerk of the Board and made available to the Board and hereby approved, or with such changes therein as shall be approved by the Designated Officer executing the same; the execution thereof shall constitute conclusive evidence of the Board's approval of any and all changes or revisions therein from the form of the Refunding Supplemental Trust Agreement, the Purchase Agreement, the Continuing Disclosure Certificate and Escrow Agreement now on file with the Clerk of the Board and made available to the Board; and from and after the execution and delivery of each Refunding Supplemental Trust Agreement, each Purchase Agreement, each Continuing Disclosure Certificate and each Escrow Agreement, the officers, agents and employees of the LACMTA are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of each Refunding Supplemental Trust

Agreement, each Purchase Agreement, each Continuing Disclosure Certificate and each Escrow Agreement.

### **Section 8. Sale of Refunding Bonds.**

(a) The LACMTA hereby authorizes the sale of the Refunding Bonds from time to time in one or more series through one or more private, negotiated sales to one or more Underwriters, as determined by a Designated Officer.

(b) The Designated Officers are each authorized and directed to engage the Underwriters.

(c) The Designated Officers are each authorized and directed to engage other third parties that such Designated Officer deems necessary or advisable in order to consummate the Financing, assist with the issuance and sale of the Refunding Bonds, to manage and administer the Financing after the issuance and sale of the Refunding Bonds or otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

(d) The Refunding Bonds shall be sold subject to an Underwriters' discount (excluding original issue discount and premium) not to exceed \$2.00 per \$1,000 of principal amount of the Refunding Bonds and subject to the terms and conditions set forth in the form of the Purchase Agreement.

(e) The Designated Officers are each authorized and directed to take any other action such Designated Officer determines is necessary or desirable to cause any such sale to comply with the LACMTA's Debt Policy and applicable law.

**Section 9. Preliminary Official Statement and Official Statement.** One or more Preliminary Official Statements shall be used by the LACMTA in connection with the sale and issuance of the Refunding Bonds. The form of the Preliminary Official Statement on file with the Clerk of the Board and made available to the Board is hereby approved. The Preliminary Official Statement shall be substantially in the form of the Preliminary Official Statement on file with the Clerk of the Board and made available to the Board with such changes as a Designated Officer approves (such approval to be conclusively evidenced by the execution and delivery of the certificate referenced in the following sentence). The Preliminary Official Statement shall be circulated (via printed format and/or through electronic means) for use in selling the Refunding Bonds at such time or times as a Designated Officer shall deem such Preliminary Official Statement to be final within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, said determination to be conclusively evidenced by a certificate signed by said Designated Officer to said effect. The Preliminary Official Statement shall contain a description of the finances and operations of the LACMTA, a description of the Proposition C Tax and a description of historical receipts of sales tax revenues substantially in the form of the Preliminary Official Statement on file with the Clerk of the Board and made available to the Board with such changes as any Designated Officer determines are appropriate or necessary. The Preliminary Official Statement shall also contain a description of the Refunding Bonds and the terms and conditions of the Trust Agreement and the Refunding Supplemental Trust

Agreement together with such information and description as a Designated Officer determines is appropriate or necessary. The Underwriters are hereby authorized to circulate (via printed format and/or through electronic means) the Preliminary Official Statement for use in selling the Refunding Bonds from time to time.

Upon the sale of the Refunding Bonds, one or more of the Designated Officers shall provide for the preparation, publication, execution and delivery of one or more final Official Statements in substantially the form of the Preliminary Official Statement deemed final by a Designated Officer with such changes as any Designated Officer approves, such approval to be conclusively evidenced by the execution of such final Official Statement. Any Designated Officer is hereby authorized and directed to execute and deliver one or more final Official Statements in the name and on behalf of the LACMTA. One or more supplements to the final Official Statement(s) or revised final Official Statement(s) may be prepared and delivered reflecting updated and revised information as any Designated Officer deems appropriate or necessary. Each final Official Statement shall be circulated (via printed format and/or through electronic means) for use in selling the Refunding Bonds at such time or times as a Designated Officer deems appropriate after consultation with LACMTA's municipal advisor, LACMTA's Disclosure Counsel, LACMTA's Bond Counsel, and such other advisors as a Designated Officer believes to be useful.

**Section 10. Trustee, Paying Agent and Registrar.** U.S. Bank Trust Company, National Association is hereby appointed as Trustee, Paying Agent and Registrar for the Refunding Bonds. Such appointments shall be effective upon the issuance of the Refunding Bonds and shall remain in effect until the LACMTA, by supplemental agreement, resolution or other action, shall name a substitute or successor thereto.

**Section 11. Escrow Agent.** U.S. Bank Trust Company, National Association is hereby appointed as Escrow Agent under the Escrow Agreement. Such appointment shall be effective upon the issuance of the Refunding Bonds and shall remain in effect until the LACMTA, by supplemental agreement, resolution or other action, shall name a substitute or successor thereto.

**Section 12. Authorized Authority Representative and Authorized Officer.** The Board hereby designates each of the Chief Financial Officer of the LACMTA, the Treasurer of the LACMTA, any Deputy Executive Officer, Finance of the LACMTA, any Assistant Treasurer of the LACMTA (or such other titles as the LACMTA may from time to time assign for such respective positions), and any such officer serving in an acting or interim capacity, and any written designee of any of them, as an "Authorized Authority Representative" for all purposes under the Trust Agreement, the Refunding Supplemental Trust Agreement and the Subordinate Trust Agreement and any amendments or supplements to the Trust Agreement, the Refunding Supplemental Trust Agreement or the Subordinate Trust Agreement, and any related documents and as an Authorized Officer under the Revolving Credit Agreement and any related documents. Such appointment shall remain in effect until modified by resolution. The prior designation of officers, including the Chairperson of the Board and the Chief Executive Officer of the LACMTA, as Authorized Authority Representatives under the Trust Agreement and any amendments or supplements thereto shall continue.

**Section 13. Additional Authorization.** The Designated Officers, for and on behalf of the LACMTA, are authorized and directed to do any and all things necessary to effect the issuance of

the Refunding Bonds, and the execution and delivery of each Refunding Supplemental Trust Agreement, each Purchase Agreement, each Continuing Disclosure Certificate, each Escrow Agreement and any of the other documents authorized by this Resolution, and to carry out the terms of such documents and this Resolution. The Designated Officers and all other officers, agents and employees of the LACMTA are further authorized and directed, for and on behalf of the LACMTA, to execute all papers, documents, certificates and other instruments and take all other actions that may be required in order to carry out the authority conferred by this Resolution or the provisions of the Trust Agreement, each Refunding Supplemental Trust Agreement, each Purchase Agreement, each Continuing Disclosure Certificate, and each Escrow Agreement or to evidence said authority and its exercise. The foregoing authorization includes, but is in no way limited to, the direction (from time to time) by a Designated Officer of the investment of the proceeds of the Refunding Bonds and of the Pledged Revenues and other amounts held under the Trust Agreement, if any, including the execution and delivery of investment agreements or purchase agreements related thereto, the execution by a Designated Officer and the delivery of one or more tax certificates as required by each Refunding Supplemental Trust Agreement for the purpose of complying with the rebate requirements and arbitrage restrictions of the Internal Revenue Code of 1986, as amended; the execution and delivery of documents required by The Depository Trust Company in connection with the Book-Entry Bonds. All actions heretofore taken by the officers, agents and employees of the LACMTA in furtherance of this Resolution are hereby confirmed, ratified and approved.

Any Designated Officer, on behalf of the LACMTA, is further authorized and directed to cause written notice(s) to be provided to the California Debt and Investment Advisory Commission (“CDIAC”) of the proposed sale of the Refunding Bonds, said notice(s) to be provided in accordance with Section 8855 et seq. of the California Government Code, to file the notice(s) of final sale with CDIAC, to file the rebates and notices required under section 148(f) and 149(e) of the Internal Revenue Code of 1986, as amended, if necessary, and to file such additional notices and reports as are deemed necessary or desirable by such Designated Officer in connection with the Refunding Bonds, and any such notices are hereby ratified, confirmed and approved.

**Section 14. Continuing Authority of Designated Officers.** The authority of any individual serving as a Designated Officer under this Resolution by a written designation signed by the Chief Executive Officer, the Chief Financial Officer, the Treasurer, any Deputy Executive Officer, Finance, or any Assistant Treasurer (or such other titles as the LACMTA may from time to time assign for such respective positions), shall remain valid notwithstanding the fact that the individual officer of the LACMTA signing such designation ceases to be an officer of the LACMTA, unless such designation specifically provides otherwise.

**Section 15. Investments.** From and after the delivery of the Refunding Bonds, each Designated Officer is hereby authorized to invest the proceeds of the Refunding Bonds in accordance with the Trust Agreement, the Refunding Supplemental Trust Agreement, the Escrow Agreement and the LACMTA’s Investment Policy and is further authorized to enter into or to instruct the Trustee to enter into one or more investment agreements, float contracts, swaps or other hedging products (hereinafter collectively referred to as the “Investment Agreement”) providing for the investment of moneys in any of the funds and accounts created under the Trust Agreement, the Refunding Supplemental Trust Agreement and the Escrow Agreement, on such terms as the Designated Officer shall deem appropriate. In accordance with Section 5922 of the

California Government Code, the LACMTA hereby finds and determines that the Investment Agreement is designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Refunding Bonds or enhance the relationship between risk and return with respect to investments.

**Section 16. Good Faith Estimates.** In accordance with Section 5852.1 of the California Government Code, good faith estimates of the following are set forth in Exhibit A attached hereto: (a) the true interest cost of the Refunding Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Refunding Bonds, (c) the amount of proceeds of the Refunding Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Refunding Bonds, and (d) the sum total of all debt service payments on the Refunding Bonds calculated to the final maturity of the Refunding Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Refunding Bonds.

**Section 17. Further Actions.** The Designated Officers and each of them are hereby authorized and directed to amend, supplement or otherwise modify each document authorized or authorized to be amended by this Resolution at any time and from time to time and in any manner determined to be necessary or desirable by the Designated Officer executing such amendment, supplement, or modification, upon consultation with the LACMTA's municipal advisor and LACMTA's Bond Counsel, the execution of such amendment, supplement or other modification being conclusive evidence of the LACMTA's approval thereof. The Designated Officers and each of them are further authorized and directed to amend, supplement or otherwise modify any Investment Agreement associated with the Refunded Bonds in any manner determined to be necessary or desirable by the Designated Officer executing such amendment, supplement, or modification, upon consultation with the LACMTA's municipal advisor and LACMTA's Bond Counsel, the execution of such amendment, supplement or other modification being conclusive evidence of the LACMTA's approval thereof.

**Section 18. Costs of Issuance.** The LACMTA authorizes funds of the LACMTA, together with the proceeds of the Refunding Bonds, to be used to pay costs of issuance of the Refunding Bonds, including, but not limited to, costs of attorneys, accountants, municipal advisors, trustees, escrow agents, verification agents, the costs associated with rating agencies, printing, publication and mailing expenses and any related filing fees.

**Section 19. Investment Agreements.** In connection with the issuance of the Refunding Bonds, each of the Designated Officers is hereby authorized and directed to amend, terminate, assign or otherwise dispose of any investment agreement relating to the Refunded Bonds, including, but not limited to the Forward Purchase and Sale Agreement for the Reserve Fund, dated December 12, 2006, as amended, by and among Truist Bank as successor to Suntrust Bank, the LACMTA, The Bank of New York Mellon Trust Company, N.A. and the Trustee, in such manner and on such terms and provisions as any such Designated Officer shall determine is appropriate or necessary.

**Section 20. Severability.** The provisions of this Resolution are hereby declared to be severable, and, if any section, phrase or provision shall for any reason be declared to be invalid,



such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

**Section 21. Effective Date.** This Resolution shall be effective upon adoption and shall be effective with respect to the Refunding Bonds issued on or before December 31, 2023.

CERTIFICATION

The undersigned, duly qualified and acting as Board Clerk of the Los Angeles County Metropolitan Transportation Authority, certifies that the foregoing is a true and correct copy of the Resolution adopted at a legally convened meeting of the Board of Directors of the Los Angeles County Metropolitan Transportation Authority held on March 23, 2023.

[SEAL]

By \_\_\_\_\_  
Board Clerk, Los Angeles County  
Metropolitan Transportation Authority

Dated: \_\_\_\_\_, 2023

## EXHIBIT A

### GOOD FAITH ESTIMATES

The following information was obtained from Montague DeRose and Associates (the “Municipal Advisor”) with respect to the bonds (the “Refunding Bonds”) approved in the attached Resolution, and is provided in compliance with Section 5852.1 of the California Government Code with respect to the Refunding Bonds:

**Section 1. True Interest Cost of the Refunding Bonds.** Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the true interest cost of the Refunding Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Refunding Bonds, is 2.97%.

**Section 2. Finance Charge of the Refunding Bonds.** Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the finance charge of the Refunding Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Refunding Bonds), is \$953,110.00 as follows:

(a)	Underwriters’ Discount	\$478,110.00
(b)	Bond Counsel and Disbursements	75,000.00
(c)	Disclosure Counsel and Disbursements	48,500.00
(d)	Municipal Advisor and Disbursements	55,000.00
(e)	Rating Agencies	241,600.00
(f)	Other	<u>54,900.00</u>
	Total	\$953,110.00

**Section 3. Amount of Proceeds to be Received.** Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the amount of proceeds expected to be received by the LACMTA for sale of the Refunding Bonds less the finance charge of the Refunding Bonds described in Section 2 above and any reserves or capitalized interest paid or funded with proceeds of the Refunding Bonds, is \$273,250,106.90.

**Section 4. Total Payment Amount.** Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the LACMTA will make to pay debt service on the Refunding Bonds plus the finance charge of the Refunding Bonds described in Section 2 above not paid with the proceeds of the Refunding Bonds, calculated to the final maturity of the Refunding Bonds, is \$338,609,502.08.

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount may vary from the estimates above due to variations from these estimates in the timing of Refunding Bonds sales, the amount of Refunding Bonds sold, the amortization of the Refunding Bonds sold and market interest rates at the time of each sale. The date of sale and the amount of Refunding Bonds sold will be determined by the LACMTA based on need to provide funds for the

Financing and other factors. The actual interest rates at which the Refunding Bonds will be sold will depend on the bond market at the time of each sale. The actual amortization of the Refunding Bonds will also depend, in part, on market interest rates at the time of sale. Market interest rates are affected by economic and other factors beyond the LACMTA's control. The LACMTA has approved the issuance of the Refunding Bonds with a maximum true interest cost of 5.00%.

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**THIRTY-FOURTH SUPPLEMENTAL TRUST AGREEMENT**

by and between

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,**  
as Trustee

relating to:

  \$[\_\_\_\_\_]  
Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Refunding Bonds,  
Senior Bonds, Series 2023-A

Dated as of [\_\_\_\_\_]1, 2023

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(Supplemental to the Amended and Restated Trust Agreement dated as of January 1, 2010)

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THIRTY-FOURTH SUPPLEMENTAL TRUST AGREEMENT

\$\_[\_\_\_\_\_]

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
PROPOSITION C SALES TAX REVENUE REFUNDING BONDS,  
SENIOR BONDS, SERIES 2023-A

THIS THIRTY-FOURTH SUPPLEMENTAL TRUST AGREEMENT (this “*Thirty-Fourth Supplemental Agreement*”), dated as of [\_\_\_\_\_] 1, 2023, is made by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (the “*Authority*”), the successor agency to the Southern California Rapid Transit District (the “*District*”) and the Los Angeles County Transportation Commission (the “*Commission*”), duly organized and existing pursuant to Chapter 2, Division 12 of the California Public Utilities Code (commencing with Section 130050.2 thereof) (the “*Act*”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the “*Trustee*”), and supplements that certain Amended and Restated Trust Agreement, dated as of January 1, 2010 (the “*Agreement*”), by and between the Authority and the Trustee;

WITNESSETH:

WHEREAS, Section 130051.13 of the Act provides that the Authority shall succeed to any or all of the powers, duties, obligations, liabilities, indebtedness, bonded and otherwise, immunities and exemptions of the District and the Commission;

WHEREAS, Section 2.09 of the Agreement provides for the issuance of Bonds, and Section 10.02 of the Agreement provides for the execution and delivery of a Supplemental Agreement setting forth the terms of the Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A (the “*Series 2023-A Bonds*”);

WHEREAS, for the purposes of (a) refunding the Refunded Bonds (as hereinafter defined), and (b) paying the Costs of Issuance (as hereinafter defined), by execution and delivery of this Thirty-Fourth Supplemental Agreement and in compliance with the provisions of the Agreement, the Authority hereby sets forth the terms of the Series 2023-A Bonds, provides for the deposit and use of the proceeds of the Series 2023-A Bonds and makes other provisions relating to the Series 2023-A Bonds;

NOW, THEREFORE, the Authority and the Trustee, each in consideration of the representations, warranties, covenants and agreements of the other as set forth herein, mutually represent, warrant, covenant and agree as follows:

ARTICLE I

DEFINITIONS

**Section 1.01 Definitions.** The following definitions shall apply to the terms used in this Thirty-Fourth Supplemental Agreement unless the context clearly requires otherwise.



“*Act of 1998*” means the Metropolitan Transportation Authority (MTA) Reform and Accountability Act of 1998, as approved by the voters of the County of Los Angeles on November 3, 1998.

“*Agreement*” means the Amended and Restated Trust Agreement, dated as of January 1, 2010, by and between the Authority and the Trustee, under which the Series 2023-A Bonds are authorized and secured, together with all amendments and supplements thereto.

“*Authorized Denomination*” means, with respect to the Series 2023-A Bonds, \$5,000 or any integral multiple thereof.

“*Beneficial Owner*” means, whenever used with respect to a Series 2023-A Bond, the person in whose name such Series 2023-A Bond is recorded as the beneficial owner of such Series 2023-A Bond by a Participant on the records of such Participant or such person’s subrogee.

“*Bond Register*” means the book or books of registration kept by the Trustee in which are maintained the names and addresses and principal amounts registered to each registered Owner.

“*Book-Entry Bonds*” means the Series 2023-A Bonds held by DTC (or its nominee) as the registered Owner thereof pursuant to the terms and provisions of Section 3.02 hereof.

“*Business Day*” means any day other than (a) a Saturday or Sunday; or (b) a day on which commercial banks in New York, New York or Los Angeles, California are authorized or required by law to close.

“*Continuing Disclosure Certificate*” means the Continuing Disclosure Certificate, dated [\_\_\_\_], 2023, entered into by the Authority in order to assist the underwriter of the Series 2023-A Bonds in complying with Securities and Exchange Commission Rule 15c2-12.

“*Corporate Trust Office*” means the corporate trust office of the Trustee in Los Angeles, California; provided, however, for transfer, registration, exchange, payment and surrender of the Series 2023-A Bonds, it shall mean the corporate trust office of the Trustee in St. Paul, Minnesota. The Trustee may hereafter designate alternate Corporate Trust Offices and any successor Trustee shall designate its Corporate Trust Office by written notice delivered to the Authority.

“*Costs of Issuance*” means all costs and expenses incurred by the Authority in connection with the issuance of the Series 2023-A Bonds, including, but not limited to, costs and expenses of printing and copying documents and the Series 2023-A Bonds, and the fees, costs and expenses of rating agencies, the Trustee, bond counsel, disclosure counsel, escrow agent, verification agent, accountants, municipal advisors and other consultants.

“*DTC*” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“*EMMA System*” means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system or any successor nationally recognized municipal securities information repositories recognized by the Securities and Exchange Commission.

“*Escrow Agent*” means U.S. Bank Trust Company, National Association, as escrow agent under the Escrow Agreement, and its successors.

“*Escrow Agreement*” means the Escrow Agreement, dated as of [\_\_\_\_\_] 1, 2023, by and between the Authority, the Trustee and the Escrow Agent.

“*Escrow Fund*” means the fund held by the Escrow Agent under the terms of the Escrow Agreement, which fund is established and held for the purpose of providing for the payment and redemption of the Refunded Bonds.

“*Holder*” or “*Bondholder*” or “*Owner*” means the registered owner of any Series 2023-A Bond, including DTC or its nominee as the sole registered owner of Book-Entry Bonds.

“*Interest Payment Date*” means each January 1 and July 1, commencing January 1, 2024, the dates upon which interest on the Series 2023-A Bonds becomes due and payable.

“*Opinion of Bond Counsel*” means a written opinion of a law firm of recognized national standing in the field of public finance selected by the Authority.

“*Participant*” means the participants of DTC which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

“*Prior Outstanding Senior Bonds*” has the meaning given such term in Exhibit D attached hereto.

“*Prior Supplemental Agreements*” has the meaning given such term in Exhibit E attached hereto.

“*Rebate Requirement*” shall have the meaning as set forth in the Tax Certificate.

“*Record Date*” means for a January 1 Interest Payment Date the immediately preceding December 15 and for a July 1 Interest Payment Date the immediately preceding June 15. Such dates shall be Record Dates notwithstanding if such dates are not a Business Day.

“*Refunded Bonds*” means the Series 2013-B Bonds, the Series 2013-C Bonds and the Series 2014-A Bonds set forth in Exhibit C hereto.

“*Registrar*” means, for purposes of this Thirty-Fourth Supplemental Agreement, the Trustee.

“*Representation Letter*” means the Blanket Issuer Letter of Representations from the Authority to DTC as supplemented and amended from time to time.

“*Securities Depositories*” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Telephone: (212) 855-1000, Facsimile: (212) 855-7232, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Authority may designate in a certificate of the Authority delivered to the Trustee.

“*Series 2013-B Account of the Reserve Fund*” has the meaning set forth in the Twenty-Fourth Supplemental Agreement.

“*Series 2013-B Bonds*” means the \$313,490,000 original principal amount of Senior Bonds issued under the Agreement and the Twenty-Fourth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2013-B.”

“*Series 2013-B Bonds Escrow Account*” means, the escrow account established within the Escrow Fund for the purpose of providing the payment and redemption of the Series 2013-B Bonds.

“*Series 2013-B Subaccount of the Senior Bond Interest Account*” has the meaning set forth in the Twenty-Fourth Supplemental Agreement.

“*Series 2013-B Subaccount of the Senior Bond Principal Account*” has the meaning set forth in the Twenty-Fourth Supplemental Agreement.

“*Series 2013-C Account of the Reserve Fund*” has the meaning set forth in the Twenty-Fourth Supplemental Agreement.

“*Series 2013-C Bonds*” means the \$63,785,000 original principal amount of Senior Bonds issued under the Agreement and the Twenty-Fourth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-C.”

“*Series 2013-C Bonds Escrow Account*” means, the escrow account established within the Escrow Fund for the purpose of providing the payment and redemption of the Series 2013-C Bonds.

“*Series 2013-C Subaccount of the Senior Bond Interest Account*” has the meaning set forth in the Twenty-Fourth Supplemental Agreement.

“*Series 2013-C Subaccount of the Senior Bond Principal Account*” has the meaning set forth in the Twenty-Fourth Supplemental Agreement.

“*Series 2014-A Account of the Reserve Fund*” has the meaning set forth in the Twenty-Fifth Supplemental Agreement.

“*Series 2014-A Bonds*” means the \$61,180,000 original principal amount of Senior Bonds issued under the Agreement and the Twenty-Fifth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2014-A.”

“*Series 2014-A Bonds Escrow Account*” means, the escrow account established within the Escrow Fund for the purpose of providing the payment and redemption of the Series 2014-A Bonds.

“*Series 2014-A Subaccount of the Senior Bond Interest Account*” has the meaning set forth in the Twenty-Fifth Supplemental Agreement.

“*Series 2014-A Subaccount of the Senior Bond Principal Account*” has the meaning set forth in the Twenty-Fifth Supplemental Agreement.

“*Series 2023-A Bonds*” means the \$[\_\_\_\_\_] original principal amount of Senior Bonds issued under the Agreement and this Thirty-Fourth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A” and described in Article II hereof.

“*Series 2023-A Costs of Issuance Fund*” means the Series 2023-A Costs of Issuance Fund established and maintained pursuant to Section 6.01 hereof.

“*Series 2023-A Rebate Fund*” means the Series 2023-A Rebate Fund established and maintained pursuant to Section 7.01 hereof.

“*Series 2023-A Subaccount of the Senior Bond Interest Account*” means the Series 2023-A Subaccount established and maintained within the Senior Bond Interest Account of the Senior Debt Service Fund pursuant to Section 6.02 hereof.

“*Series 2023-A Subaccount of the Senior Bond Principal Account*” means the Series 2023-A Subaccount established and maintained within the Senior Bond Principal Account of the Senior Debt Service Fund pursuant to Section 6.03 hereof.

“*Tax Certificate*” means the Tax Compliance Certificate executed and delivered by the Authority at the time of issuance and delivery of the Series 2023-A Bonds, as the same may be amended or supplemented in accordance with its terms.

“*Thirty-Fourth Supplemental Agreement*” means this Thirty-Fourth Supplemental Trust Agreement, dated as of [\_\_\_\_\_] 1, 2023, by and between the Authority and the Trustee.

“*Twenty-Fourth Supplemental Agreement*” means the Twenty-Fourth Supplemental Trust Agreement, dated as of December 1, 2013, by and between the Authority and the Trustee.

“*Twenty-Fifth Supplemental Agreement*” means the Twenty-Fifth Supplemental Trust Agreement, dated as of June 1, 2014, by and between the Authority and the Trustee.

“*Trustee*” means U.S. Bank Trust Company, National Association, and its successors.

**Section 1.02 Incorporation of Definitions Contained in the Agreement.** Capitalized terms not otherwise defined in Section 1.01 hereof or elsewhere in this Thirty-Fourth Supplemental Agreement shall have the same meanings as set forth in the Agreement.

**Section 1.03 Article and Section References.** Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this Thirty-Fourth Supplemental Agreement.

## ARTICLE II

### THE SERIES 2023-A BONDS

**Section 2.01 Designation of Series 2023-A Bonds; Principal Amount; Purpose of Issue.** The Series 2023-A Bonds authorized to be issued under the Agreement and this Thirty-Fourth Supplemental Agreement shall be designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A” and shall be issued in the original principal amount of \$[\_\_\_\_\_].

The Series 2023-A Bonds are being issued to current refund and defease the Refunded Bonds and pay the Costs of Issuance of the Series 2023-A Bonds.

**Section 2.02 Series 2023-A Bonds Under the Agreement; Security; Lien Priority.** The Series 2023-A Bonds are issued under and subject to the terms of the Agreement and are secured by and payable solely from Pledged Revenues and such other amounts as described in Section 4.01 of the Agreement as Senior Bonds on a parity with the Prior Outstanding Senior Bonds and the Parity Debt in accordance with the terms of the Agreement.

**Section 2.03 Terms of the Series 2023-A Bonds.** The Series 2023-A Bonds shall, upon initial issuance, be dated the date of delivery thereof. Each Series 2023-A Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, unless such Interest Payment Date is a date of authentication, in which event such Series 2023-A Bond shall bear interest from the date of authentication, or unless such date of authentication is after a Record Date and before the next succeeding Interest Payment Date, in which event such Series 2023-A Bond shall bear interest from such succeeding Interest Payment Date, or unless no interest thereon has been paid or duly provided for such Series 2023-A Bond, in which event such Series 2023-A Bond shall bear interest from the dated date thereof. If interest on the Series 2023-A Bonds shall be in default, Series 2023-A Bonds issued in exchange for Series 2023-A Bonds surrendered for transfer or exchange shall bear interest from the last Interest Payment Date on which interest has been paid in full on such Series 2023-A Bonds surrendered. The Series 2023-A Bonds shall be issued in registered form in Authorized Denominations.

Interest on the Series 2023-A Bonds shall be paid on January 1, 2024 and semiannually thereafter on each July 1 and January 1. Interest on the Series 2023-A Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2023-A Bonds shall mature in the years and in the amounts and bear interest at the rates set forth in the following schedule:

Maturity Date (July 1)	Principal Amount	Interest Rate
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Payment of the principal of the Series 2023-A Bonds shall be made upon surrender of the Series 2023-A Bonds to the Trustee or its agent at its Corporate Trust Office; provided that with respect to Series 2023-A Bonds which are Book-Entry Bonds, the Trustee may make other arrangements for payment of principal as provided in the Representation Letter. Payment of interest on Series 2023-A Bonds which are not Book-Entry Bonds shall be paid by check of the Trustee mailed by first-class mail to the person who is the registered Owner thereof on the Record Date, and such payment shall be mailed to such Owner at its address as it appears on the registration books of the Registrar, provided, that Owners of \$1,000,000 or more in aggregate principal amount of Series 2023-A Bonds may arrange for payment by wire transfer of immediately available funds upon written request given to the Trustee at least fifteen (15) days prior to the applicable Interest Payment Date. The payment of interest on Book-Entry Bonds shall be made as provided in Section 3.02 hereof with respect to all Series 2023-A Bonds, and interest due and payable on any Interest Payment Date shall be paid to the person who is the registered Owner as of the Record Date. The Series 2023-A Bonds shall be substantially in the form of Exhibit A attached hereto.

If the principal of a Series 2023-A Bond becomes due and payable, but shall not have been paid, or provision shall not have been made for its payment, then such Series 2023-A Bond shall bear interest at the same rate after such default as on the day before such default occurred.

The debt service schedule for the Series 2023-A Bonds is attached hereto as Exhibit B.

### ARTICLE III

#### EXCHANGE OF SERIES 2023-A BONDS; BOOK-ENTRY BONDS

**Section 3.01 Exchange of Series 2023-A Bonds.** Subject to Section 3.02 hereof, Series 2023-A Bonds which are delivered to the Registrar for exchange may be exchanged for an equal total principal amount of Series 2023-A Bonds of the same Series and maturity but of different Authorized Denominations.

The Registrar will not, however, be required to transfer or exchange any such Series 2023-A Bond during the period beginning on a Record Date and ending on the next Interest Payment Date.

#### **Section 3.02 Book-Entry Bonds.**

(a) Except as provided in paragraph (c) of this Section, the registered Owner of all of the Series 2023-A Bonds shall be DTC and the Series 2023-A Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of principal and redemption price of and interest on any Series 2023-A Bond registered in the name of Cede & Co. shall be made by wire transfer of New York Clearing House or equivalent next day funds or by wire transfer of same day funds to the account of Cede & Co. at the address indicated on the regular Record Date or special record date for Cede & Co. in the registration books of the Registrar.

(b) The Series 2023-A Bonds shall be initially issued in the form of separate single authenticated fully registered bond certificates for each separate stated maturity of the Series 2023-A Bonds. Upon initial issuance, the ownership of such Series 2023-A Bonds shall be registered in the registration books of the Registrar in the name of Cede & Co., as nominee of DTC. The Trustee, the Registrar and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2023-A Bonds registered in its name for the purposes of payment of the principal and redemption price of or interest on the Series 2023-A Bonds, giving any notice permitted or required to be given to Bondholders under the Agreement or this Thirty-Fourth Supplemental Agreement, registering the transfer of Series 2023-A Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and none of the Trustee, the Registrar or the Authority shall be affected by any notice to the contrary. None of the Trustee, the Registrar or the Authority shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2023-A Bonds under or through DTC or any Participant, or any other person which is not shown on the registration books as being a Bondholder, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal and redemption price of or interest on the Series 2023-A Bonds; any notice which is permitted or required to be given to Bondholders under the Agreement or this Thirty-Fourth Supplemental Agreement; any consent given or other action taken by DTC as Bondholder; or any other purpose. The Trustee shall pay all principal and redemption price of and interest on the Series 2023-A Bonds only to or “upon the order of” DTC (as that term is used in the Uniform Commercial Code as adopted in the State of California), and all such payments shall be valid and effective to fully satisfy and discharge the Authority’s obligations with respect to the principal and redemption price of and interest on the Series 2023-A Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2023-A Bond evidencing the obligation of the Authority to make payments of principal and redemption price and interest pursuant to the Agreement. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the name “Cede & Co.” in this Thirty-Fourth Supplemental Agreement shall refer to such new nominee of DTC.

(c) In the event the Authority determines that it is in the best interest of the Beneficial Owners that they be able to obtain bond certificates, and notifies DTC, the Trustee and the Registrar of such determination, then DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the Trustee shall authenticate and the Registrar shall transfer and exchange bond certificates as requested by DTC and any other Bondholders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series 2023-A Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Authority and the Trustee shall be obligated to deliver bond certificates as described in this Thirty-Fourth Supplemental Agreement. In the event bond certificates are issued, the provisions of the Agreement and this Thirty-Fourth Supplemental Agreement shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal and redemption price of and

interest on such certificates. Whenever DTC requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2023-A Bonds to any Participant having Series 2023-A Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2023-A Bonds.

(d) Notwithstanding any other provision of the Agreement and this Thirty-Fourth Supplemental Agreement to the contrary, so long as any Series 2023-A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and redemption price of and interest on such Series 2023-A Bond and all notices with respect to such Series 2023-A Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to the Agreement and this Thirty-Fourth Supplemental Agreement by the Authority or the Trustee with respect to any consent or other action to be taken by Bondholders, the Authority or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC is the sole Bondholder.

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO: THE PAYMENT BY DTC, ANY PARTICIPANT OR ANY INDIRECT PARTICIPANT OF THE PRINCIPAL AND REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2023-A BONDS; THE PROVIDING OF NOTICE TO PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS; THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY PARTICIPANT OR ANY INDIRECT PARTICIPANT; OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS OWNER OF THE SERIES 2023-A BONDS.

**Section 3.03 Transfers Outside Book-Entry System.** In the event (a) the Securities Depository determines not to continue to act as securities depository for the Series 2023-A Bonds; or (b) the Authority determines that the Securities Depository shall no longer so act, and delivers a written certificate to the Trustee and the Securities Depository to that effect, then the Authority will discontinue the book-entry system with the Securities Depository. If the Authority determines to replace the Securities Depository with another qualified securities depository, the Authority shall prepare or direct the preparation of a new, single, separate, fully registered Series 2023-A Bond for each of the maturities and interest rates of the Series 2023-A Bonds registered in the name of such successor or substitute qualified securities depository or its nominee or make such other arrangement acceptable to the Authority and the Securities Depository as are not inconsistent with the terms of the Agreement or this Thirty-Fourth Supplemental Agreement. If the Authority fails to identify another qualified securities depository to replace the Securities Depository, then the Series 2023-A Bonds shall no longer be restricted to being registered in the Register in the name of the Nominee, but shall be registered in such authorized denominations and names as the Securities Depository shall designate in accordance with the provisions of this Article III.



**Section 3.04 Bond Register.** The Trustee shall keep or cause to be kept at its Corporate Trust Office sufficient books for the registration of, and registration of transfer of, the Series 2023-A Bonds, which Bond Register shall at all times during regular business hours be open to inspection by the Authority. Upon presentation for registration of transfer, the Trustee shall, as provided herein and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Series 2023-A Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such Bond Register.

## ARTICLE IV

### REDEMPTION

**Section 4.01 Notices to Bondholders.** If the Authority wishes that any Series 2023-A Bonds be redeemed pursuant to any optional redemption provision in this Thirty-Fourth Supplemental Agreement, the Authority will notify the Trustee of the applicable provision, the redemption date, and principal amount of Series 2023-A Bonds to be redeemed and other necessary particulars. The Authority will give notice to the Trustee at least thirty-five (35) days before the redemption date, provided that the Trustee may, at its option, waive such notice or accept notice at a later date. The Trustee shall give notice of redemption to Bondholders affected by such redemption as provided in Section 3.03 of the Agreement and the Trustee shall, at least twenty (20) days but not more than sixty (60) days before each redemption date, and send such notice of redemption by first class mail (or, with respect to Series 2023-A Bonds held by DTC, via electronic means or by an express delivery service for delivery on the next following Business Day) to each Owner of a Series 2023-A Bond to be redeemed; each such notice shall be sent to the Owner's registered address.

In addition to the notice described in the foregoing paragraph, on the same day as the date of the mailing required by the preceding paragraph, such redemption notice shall be given by (a) registered or certified mail, postage prepaid, (b) telephonically confirmed facsimile transmission or (c) overnight delivery service, to each of the Securities Depositories.

On the date of the mailing of the redemption notice required by the first paragraph of this Section 4.01, if any Series 2023-A Bonds are at such time not Book-Entry Bonds, such redemption notice shall be provided to the EMMA System and by registered or certified mail, postage prepaid, or overnight delivery service, to the Information Services.

Each notice of redemption shall include the information required by Section 3.03 of the Agreement and shall specify the Series 2023-A Bonds to be redeemed; the redemption date; the CUSIP numbers of the Series 2023-A Bonds to be redeemed; the redemption price and the place or places where amounts due upon such redemption will be payable; if less than all of the Series 2023-A Bonds of a maturity are to be redeemed, the numbers and portions of such maturity to be redeemed; any condition to the redemption; and that on the redemption date, and upon the satisfaction of any such condition, the Series 2023-A Bonds to be redeemed shall cease to bear interest.

If at the time of mailing of notice of an optional redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Series 2023-A Bonds called for

redemption, such notice may, at the election of the Authority, state that it is conditional, that is, subject to the deposit of the redemption moneys with the Trustee not later than the opening of business one Business Day prior to the scheduled redemption date, and such notice shall be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption shall be canceled and on such cancellation date notice shall be mailed to the holders of such Series 2023-A Bonds that were to be redeemed in the manner provided in this Section 4.01.

Failure to give the redemption notice described in this Section 4.01 to any Bondholder or any defect therein shall not in any matter affect the validity of the call for redemption of any Series 2023-A Bond in respect of which no such failure or defect occurs. In addition, failure to give notice pursuant to this Section 4.01 to the EMMA System, the Information Services or the Securities Depositories or any defect therein shall not in any manner affect the redemption of any Series 2023-A Bond. Any notice sent as provided herein will be conclusively presumed to have been given whether or not actually received as sent by the addressee.

**Section 4.02 Optional Redemption of Series 2023-A Bonds.** The Series 2023-A Bonds maturing on or before July 1, 20[32] are not subject to optional redemption prior to their stated maturities. The Series 2023-A Bonds maturing on or after July 1, 20[33] are subject to redemption at the option of the Authority on or after July 1, 20[33], in whole or in part in Authorized Denominations at any time, from any moneys that may be provided for such purpose and at the redemption price of 100% of the principal amount of such Series 2023-A Bonds to be redeemed, plus accrued interest to the date fixed for redemption, without premium.

**Section 4.03 Payment of Series 2023-A Bonds Called for Redemption.** On or after the redemption date, upon surrender to the Trustee or the Trustee's agent, Series 2023-A Bonds called for redemption shall be paid at the redemption price stated in the notice, plus interest accrued to the redemption date.

**Section 4.04 Selection of Series 2023-A Bonds for Redemption; Series 2023-A Bonds Redeemed in Part.** Series 2023-A Bonds are subject to redemption in such order of maturity as the Authority may direct and by lot, selected in such manner as the Trustee shall deem appropriate, within a maturity, provided that for so long as the book-entry only system described in Section 3.02 is being used, the interests of the Participants in the particular Series 2023-A Bonds or portions thereof to be redeemed within a maturity shall be selected by lot by DTC in such manner as DTC and the Participants may determine.

Upon surrender of a Series 2023-A Bond to be redeemed, the Trustee will authenticate for the Holder a new Series 2023-A Bond of the same maturity and interest rate equal in principal amount to the unredeemed portion, if any, of the Series 2023-A Bond surrendered.

## ARTICLE V

### APPLICATION OF PROCEEDS AND PAYMENT OF SERIES 2023-A BONDS

#### Section 5.01 Application of Proceeds and Other Funds.

(a) The Trustee shall deposit or transfer the proceeds of the sale of the Series 2023-A Bonds received by the Trustee equal to \$[ ] (which is equal to the principal amount of the Series 2023-A Bonds of \$[ ], plus an original issue premium of \$[ ] and less an underwriters' discount of \$[ ]), to the following fund and subaccounts:

(i) \$[ ] shall be deposited into the Series 2023-A Costs of Issuance Fund;

(ii) \$[ ] shall be transferred to the Escrow Agent for deposit into the Series 2013-B Bonds Escrow Account established within the Escrow Fund for the payment and redemption of the Series 2013-B Bonds;

(iii) \$[ ] shall be transferred to the Escrow Agent for deposit into the Series 2013-C Bonds Escrow Account established within the Escrow Fund for the payment and redemption of the Series 2013-C Bonds; and

(iv) \$[ ] shall be transferred to the Escrow Agent for deposit into the Series 2014-A Bonds Escrow Account established within the Escrow Fund for the payment and redemption of the Series 2014-A Bonds.

(b) Additionally, on the date of delivery of the Series 2023-A Bonds, the Authority hereby instructs the Trustee to, and the Trustee shall, transfer to the Series 2013-B Bonds Escrow Account within the Escrow Fund (i) \$[ ] in cash from the Series 2013-B Account of the Reserve Fund, (ii) \$[ ] from the Series 2013-B Subaccount of the Senior Bond Interest Account of the Senior Debt Service Fund and (iii) \$[ ] from the Series 2013-B Subaccount of the Senior Bond Principal Account of the Senior Debt Service Fund. Further, on the date of delivery of the Series 2023-A Bonds, the Authority hereby instructs the Trustee to, and the Trustee shall, transfer to the Series 2013-C Bonds Escrow Account within the Escrow Fund (i) \$[ ] in cash from the Series 2013-C Account of the Reserve Fund, (ii) \$[ ] from the Series 2013-C Subaccount of the Senior Bond Interest Account of the Senior Debt Service Fund and (iii) \$[ ] from the Series 2013-C Subaccount of the Senior Bond Principal Account of the Senior Debt Service Fund. Further, on the date of delivery of the Series 2023-A Bonds, the Authority hereby instructs the Trustee to, and the Trustee shall, transfer to the Series 2014-A Bonds Escrow Account within the Escrow Fund (i) \$[ ] in cash from the Series 2014-A Account of the Reserve Fund, (ii) \$[ ] from the Series 2014-A Subaccount of the Senior Bond Interest Account of the Senior Debt Service Fund and (iii) \$[ ] from the Series 2014-A Subaccount of the Senior Bond Principal Account of the Senior Debt Service Fund.

(c) The Trustee may, in its discretion, establish temporary funds or accounts on its books and records to facilitate the deposits and transfers described under (a) and (b) above.

**Section 5.02 Sources of Payment of Series 2023-A Bonds.** The Series 2023-A Bonds shall be secured by a prior lien on, and are payable from, Pledged Revenues and such other

amounts as provided in the Agreement. The Authority may, but is not obligated to, provide for payment of principal of and interest on the Series 2023-A Bonds from any other source or from any other funds of the Authority.

## ARTICLE VI

### CREATION AND USE OF SERIES 2023-A FUNDS, ACCOUNTS AND SUBACCOUNTS; SERIES 2023-A BONDS NOT SECURED BY RESERVE FUND OR A DEBT SERVICE RESERVE FUND

**Section 6.01 Creation of Series 2023-A Costs of Issuance Fund; Payment of Costs of Issuance.** The “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A Costs of Issuance Fund” (the “*Series 2023-A Costs of Issuance Fund*”) is hereby established, which shall be held by the Trustee as provided in the Agreement and this Thirty-Fourth Supplemental Agreement, and all moneys and securities in such fund shall be pledged to secure the Series 2023-A Bonds, until expended in accordance with the provisions of this Section. As provided in Section 5.01(a)(i) hereof, at the time of issuance of the Series 2023-A Bonds, a portion of the proceeds of the Series 2023-A Bonds shall be deposited into the Series 2023-A Costs of Issuance Fund. Other amounts may be deposited into the Series 2023-A Costs of Issuance Fund as directed by the Authority. Amounts on deposit in the Series 2023-A Costs of Issuance Fund shall be used to pay or to reimburse the Authority for the payment of Costs of Issuance. Amounts in the Series 2023-A Costs of Issuance Fund shall be disbursed by the Trustee upon written requisition executed by an Authorized Authority Representative. Each such requisition shall state:

- (a) the requisition number;
- (b) the amount to be paid to the Authority or to its designee and the method of payment;
- (c) that each item to be paid with the requisitioned funds represents either incurred or due and payable Costs of Issuance which constitute Costs of the Project as permitted by the Act;
- (d) that such Costs of Issuance have not been paid from other funds withdrawn from the Series 2023-A Costs of Issuance Fund; and
- (e) to the best of the signatory’s knowledge, no Event of Default has occurred and is continuing under the Agreement or any Supplemental Agreement thereto.

Each such written requisition of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Upon the earlier of (a) 180 days from the delivery date of the Series 2023-A Bonds; or (b) at such time as the Authority delivers to the Trustee written notice that all Costs of Issuance have been paid or otherwise notifies the Trustee in writing that no additional amounts from the Series 2023-A Costs of Issuance Fund will be needed to pay Costs of Issuance, the Trustee shall transfer all amounts then remaining in the Series 2023-A Costs of Issuance Fund to the Series

2023-A Subaccount of the Senior Bond Interest Account established and held pursuant to this Thirty-Fourth Supplemental Agreement. At such time as no amounts remain in the Series 2023-A Costs of Issuance Fund, such fund shall be closed.

**Section 6.02 Creation of Series 2023-A Subaccount in the Senior Bond Interest Account of the Senior Debt Service Fund.** A separate Subaccount to be held by the Trustee is hereby created within the Senior Bond Interest Account of the Senior Debt Service Fund to be designated as the “*Series 2023-A Subaccount of the Senior Bond Interest Account.*” Amounts in the Series 2023-A Subaccount of the Senior Bond Interest Account shall be disbursed to pay interest on the Series 2023-A Bonds pursuant to the Agreement and this Thirty-Fourth Supplemental Agreement.

The Trustee shall deposit into the Series 2023-A Subaccount of the Senior Bond Interest Account (a) amounts with respect to interest on the Series 2023-A Bonds received from the Authority, as provided in the Agreement, and (b) any other amounts deposited with the Trustee for deposit in the Series 2023-A Subaccount of the Senior Bond Interest Account or transferred from other funds and accounts for deposit therein. Earnings on all amounts in the Series 2023-A Subaccount of the Senior Bond Interest Account shall be retained in such Subaccount. The Trustee shall establish separate sub-accounts in the Series 2023-A Subaccount of the Senior Bond Interest Account for each source of deposit (including any investment income thereon) made into the Series 2023-A Subaccount of the Senior Bond Interest Account so that the Trustee may at all times ascertain the date of deposit, the amounts, and the source of the funds in each sub-account.

**Section 6.03 Creation of Series 2023-A Subaccount in the Senior Bond Principal Account of the Senior Debt Service Fund.** A separate Subaccount to be held by the Trustee is hereby created within the Senior Bond Principal Account of the Senior Debt Service Fund to be designated as the “*Series 2023-A Subaccount of the Senior Bond Principal Account.*” Amounts in the Series 2023-A Subaccount of the Senior Bond Principal Account will be disbursed to pay principal of the Series 2023-A Bonds at maturity pursuant to the Agreement and this Thirty-Fourth Supplemental Agreement.

The Trustee shall deposit into the Series 2023-A Subaccount of the Senior Bond Principal Account (a) amounts with respect to principal of the Series 2023-A Bonds received from the Authority, as provided in the Agreement, and (b) any other amounts deposited with the Trustee for deposit in the Series 2023-A Subaccount of the Senior Bond Principal Account or transferred from other funds and accounts for deposit therein. Earnings on all amounts in the Series 2023-A Subaccount of the Senior Bond Principal Account shall be retained in such Subaccount. The Trustee shall establish separate sub-accounts in the Series 2023-A Subaccount of the Senior Bond Principal Account for each source of deposit (including any investment income thereon) made into the Series 2023-A Subaccount of the Senior Bond Principal Account so that the Trustee may at all times ascertain the date of deposit, the amounts, and the source of the funds in each sub-account.

**Section 6.04 Series 2023-A Bonds Not Secured by Reserve Fund or Debt Service Reserve Fund.** In accordance with Section 4.11 of the Agreement, neither a deposit to the Reserve Fund nor to a Debt Service Reserve Fund shall be required with respect to the Series 2023-A Bonds, and the Series 2023-A Bonds shall not be secured by the Reserve Fund or a Debt Service Reserve Fund.

## ARTICLE VII

### TAX COVENANTS

#### Section 7.01 Series 2023-A Rebate Fund.

(a) The Authority hereby agrees that it will instruct the Trustee to establish and maintain a fund, if necessary, separate from any other fund established and maintained hereunder designated as the “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A Rebate Fund” (the “*Series 2023-A Rebate Fund*”), which will be funded if so required under the Tax Certificate, and amounts in the Series 2023-A Rebate Fund will be held and disbursed in accordance with the terms and requirements of the Tax Certificate. The Trustee shall not be required to create and establish the Series 2023-A Rebate Fund until the Authority gives written instruction to the Trustee to do so. Subject to the transfer provisions provided in paragraph (d) below, all money at any time deposited in the Series 2023-A Rebate Fund, if created, shall be held by the Trustee for the account of the Authority in trust, to the extent required to pay the Rebate Requirement, for payment to the federal government of the United States of America, and neither the Trustee nor any Owner of Series 2023-A Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Series 2023-A Rebate Fund shall be governed by this Thirty-Fourth Supplemental Agreement and by the Tax Certificate (which is incorporated herein by reference). The Authority hereby covenants to comply with the directions contained in the Tax Certificate and the Trustee hereby covenants to comply with all written instructions of the Authority delivered to the Trustee pursuant to the Tax Certificate (which instructions shall state the actual amounts to be deposited in or withdrawn from the Series 2023-A Rebate Fund and shall not require the Trustee to make any calculations with respect thereto). The Trustee shall be deemed conclusively to have complied with the provisions of this Section 7.01(a) if it follows such instructions of the Authority, and the Trustee shall have no liability or responsibility to enforce compliance by the Authority with the terms of the Tax Certificate nor to make computations in connection therewith.

(b) Amounts shall be deposited in the Series 2023-A Rebate Fund as provided in this Article VII and the Tax Certificate so that the balance of the amount on deposit thereto shall be equal to the Rebate Requirement. Computations of the Rebate Requirement shall be furnished by or on behalf of the Authority to the Trustee in accordance with the Tax Certificate.

(c) The Trustee shall invest all amounts held in the Series 2023-A Rebate Fund pursuant to written instructions of the Authority in accordance with Article VI of the Agreement, and subject to the restrictions set forth in the Tax Certificate.

(d) Upon receipt of the instructions required to be delivered to the Trustee by the Tax Certificate, the Trustee shall remit part or all of the balances in the Series 2023-A Rebate Fund to the federal government of the United States of America, as so directed. In addition, if such instructions so direct, the Trustee will deposit moneys into or transfer

moneys out of the Series 2023-A Rebate Fund from or into such accounts or funds. Any funds remaining in the Series 2023-A Rebate Fund after payment of all of the Series 2023-A Bonds and payment and satisfaction of the Rebate Requirement shall be withdrawn and remitted to the Authority in accordance with a request of the Authority.

(e) Notwithstanding any other provision of the Agreement and this Thirty-Fourth Supplemental Agreement, the obligation to pay the Rebate Requirement to the federal government of the United States of America and to comply with all other requirements of this Article VII and the Tax Certificate shall survive the defeasance or payment in full of the Series 2023-A Bonds. The Authority shall retain all records with respect to the calculations and instructions required by this Section 7.01 for at least four years after the date on which the last of the principal of and interest on the Series 2023-A Bonds has been paid.

**Section 7.02 Tax Covenants.** To maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2023-A Bonds, the Authority hereby covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”). In furtherance of these covenants, the Authority agrees to comply with the covenants contained in the Tax Certificate with respect to the Series 2023-A Bonds. The Authority hereby agrees to deliver instructions to the Trustee as may be necessary in order to comply with the Tax Certificate. The Trustee, by acceptance of its duties hereunder, agrees to comply with any instructions received from the Authority which the Authority indicates must be followed in order to comply with the Tax Certificate. The failure of the Authority to comply with the Tax Certificate, Section 7.01 hereof, or this Section 7.02 shall be an Event of Default.

Notwithstanding any provision of this Section and Section 7.01 hereof, if the Authority shall receive an Opinion of Bond Counsel to the effect that any action required under this Section 7.02 and Section 7.01 hereof is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Series 2023-A Bonds pursuant to Section 103 of the Code, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

## ARTICLE VIII

### COMPLIANCE WITH ORDINANCE NO. 49 AND ACT OF 1998

The Authority hereby covenants to comply with and to carry out the provisions of Ordinance No. 49 and the Act of 1998, including, without limitation, to allocate the Proposition C Sales Tax (including the proceeds of bonds secured by Proposition C Sales Tax) for the uses and in accordance with the percentages specified in Section 4(b) of Ordinance No. 49.

## ARTICLE IX

### MISCELLANEOUS

**Section 9.01 Limited Obligation.** Neither the faith and credit nor the taxing power of the County of Los Angeles, the State of California or any political subdivision or agency thereof, other than the Authority to the extent of the Pledged Revenues and certain other amounts held by the Trustee under the Agreement and this Thirty-Fourth Supplemental Agreement, is pledged to the payment of the principal of or interest on the Series 2023-A Bonds. The Authority has no power to levy property taxes to pay the principal of or interest on the Series 2023-A Bonds.

The Series 2023-A Bonds are limited obligations of the Authority and are payable, both as to principal and interest, solely from the Pledged Revenues and by certain other amounts held by the Trustee under the Agreement. Other than Pledged Revenues and such amounts, the general fund of the Authority is not liable, and neither the credit nor the taxing power of the Authority is pledged, for the payment of the Series 2023-A Bonds or their interest.

**Section 9.02 Trustee's Agents.** The Trustee or the Authority (with written notice to the Trustee) may from time to time appoint other banks, trust companies or other financial institutions to perform functions described in this Thirty-Fourth Supplemental Agreement. Such agents may include, but shall not be limited to, authenticating agents and paying agents. Any reference in this Thirty-Fourth Supplemental Agreement to the Trustee shall also refer to any agent appointed by the Trustee or the Authority to such duty in addition to the Trustee or shall, instead, refer only to any agent appointed by the Trustee or the Authority to perform such duty in place of the Trustee.

**Section 9.03 Notices.**

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver, or other communication required or permitted by this Thirty-Fourth Supplemental Agreement or the Series 2023-A Bonds must be in writing except as expressly provided otherwise in this Thirty-Fourth Supplemental Agreement or the Series 2023-A Bonds.

(b) Any notice or other communication, unless otherwise specified, shall be sufficiently given and deemed given when delivered (i) by e-mail or (ii) by hand or mailed by first-class mail, postage prepaid, addressed to the Authority or the Trustee at the e-mail or mailing addresses set forth below. Notwithstanding the foregoing, any notice delivered by e-mail shall be followed by a hard copy delivered by first-class mail, postage prepaid, addressed to the Authority or the Trustee at the mailing addresses set forth below. Any addressee may designate additional or different addresses for purposes of this Section.

to the Authority: Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 21<sup>st</sup> Floor  
Los Angeles, CA 90012  
Attention: Treasury Department  
E-mail: treasurydept@metro.net



to the Trustee: U.S. Bank Trust Company, National Association  
633 West Fifth Street, 24th Floor  
Los Angeles, CA 90071  
Attention: Global Corporate Trust  
Ref. Los Angeles County MTA Prop. C Bonds  
E-mail: [\_\_\_\_\_]

(c) The Trustee shall give written notice to Moody's and S&P if at any time a successor Trustee is appointed under the Agreement, if there is any amendment to the Agreement or this Thirty-Fourth Supplemental Agreement or if the defeasance of the Series 2023-A Bonds shall occur. Notice in the case of an amendment shall include a copy of any such amendment. Notices sent to Moody's shall be addressed to Moody's Investors Service, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: Public Finance Department, or to such other address as Moody's shall supply to the Trustee. Notices sent to S&P shall be addressed to S&P Global Ratings, 55 Water Street, New York, New York 10041, or to such other address as S&P shall supply to the Trustee.

**Section 9.04 Investments.** Notwithstanding anything to the contrary in the Agreement, any moneys held by the Trustee in the funds and accounts created under this Thirty-Fourth Supplemental Agreement may be invested (a) in any investments permitted by the California Government Code; and (b) in any investment agreement, deposit agreement or any such other similar agreement as approved by any Authorized Authority Representative.

The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Authority periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

**Section 9.05 Limitation of Rights.** Nothing expressed or implied in this Thirty-Fourth Supplemental Agreement or the Series 2023-A Bonds shall give any person other than the Trustee, the Authority and the Bondholders any right, remedy or claim under or with respect to this Thirty-Fourth Supplemental Agreement.

**Section 9.06 Severability.** If any provision of this Thirty-Fourth Supplemental Agreement shall be determined to be unenforceable, such determination shall not affect any other provision of this Thirty-Fourth Supplemental Agreement.

**Section 9.07 Payments or Actions Occurring on Nonbusiness Days.** If a payment date is not a Business Day at the place of payment or if any action required hereunder is required on a date that is not a Business Day, then payment may be made at that place on the next Business Day or such action may be taken on the next Business Day with the same effect as if payment were made on the action taken on the stated date, and no interest shall accrue for the intervening period.

**Section 9.08 Governing Law.** This Thirty-Fourth Supplemental Agreement shall be governed by and construed in accordance with the laws of the State of California.

**Section 9.09 Captions.** The captions in this Thirty-Fourth Supplemental Agreement are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Thirty-Fourth Supplemental Agreement.

**Section 9.10 Counterparts.** This Thirty-Fourth Supplemental Agreement may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument. The parties further agree that facsimile signatures or signatures scanned into a portable document format (pdf file) (or signatures in another electronic format designated by the Authority) and sent by e-mail shall be deemed original signatures.

**Section 9.11 Continuing Disclosure.** The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Thirty-Fourth Supplemental Agreement, failure of the Authority to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default, however, any Series 2023-A Bondholder may take such actions, as provided in the Continuing Disclosure Certificate, as may be necessary and appropriate to cause the Authority to comply with its obligations under the Continuing Disclosure Certificate.

**Section 9.12 Effectiveness of Remainder of Agreement.** Except as otherwise amended herein, or in the Prior Supplemental Agreements, the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Thirty-Fourth Supplemental Trust Agreement by their officers thereunto duly authorized as of the date first above written.

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By \_\_\_\_\_  
Rodney Johnson,  
Deputy Executive Officer, Finance

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,  
as Trustee

By \_\_\_\_\_  
Bradley E. Scarbrough  
Vice President

[Signature page to Thirty-Fourth Supplemental Trust Agreement]

**EXHIBIT A**

**FORM OF SERIES 2023-A BOND**

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
PROPOSITION C SALES TAX REVENUE REFUNDING BONDS,  
SENIOR BONDS, SERIES 2023-A**

Neither the faith and credit nor the taxing power of the County of Los Angeles, the State of California or any public agency, other than the Los Angeles County Metropolitan Transportation Authority to the extent of Pledged Revenues, is pledged to the payment of the principal of, or interest on, this Bond.

No. R-\_\_\_\_\_ \$\_\_\_\_\_

<b>Interest Rate Per Annum</b>	<b>Maturity Date</b>	<b>Dated Date</b>	<b>CUSIP</b>
%	July 1, 20__	[____], 2023	[____]__

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity, duly organized and existing under and pursuant to the laws of the State of California (the “Authority”), for value received, hereby promises to pay to the registered owner named above, or registered assigns, but solely from the sources hereinafter mentioned, on the Maturity Date specified above, the Principal Amount shown above and to pay interest hereon, but solely from the sources hereinafter referred to, at the rate set forth above from the most recent Interest Payment Date (as defined in the Thirty-Fourth Supplement, as defined below) to which interest has been paid or duly provided for, or from the date of authentication hereof if such Interest Payment Date is a date of authentication, or from the next succeeding Interest Payment Date if such date of authentication is after a Record Date and before the next succeeding Interest Payment Date, or from the Dated Date specified above if no interest has been paid or duly provided for, such payments of interest to be made on each January 1 and July 1, commencing on January 1,

2024, until the principal hereof has been paid or duly provided for as aforesaid. The principal of and interest on this Bond may be paid in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public or private debts. The principal of this Bond is payable to the registered owner hereof upon presentation and surrender hereof at the principal corporate trust office of U.S. Bank Trust Company, National Association, as trustee (together with any successor as trustee under the Agreement, as defined below, the “Trustee”), in St. Paul, Minnesota, or such other place as designated by the Trustee, in lawful money of the United States of America. Capitalized terms used in this Bond and not defined herein shall have the meanings given them in the Agreement (as defined below).

This Bond is one of a duly authorized issue of the Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A (the “Series 2023-A Bonds”). This Bond is issued pursuant to an Amended and Restated Trust Agreement, dated as of January 1, 2010 (the “Trust Agreement”), by and between the Authority and the Trustee, and a Thirty-Fourth Supplemental Trust Agreement, dated as of [\_\_\_\_\_] 1, 2023 (the “Thirty-Fourth Supplement”), by and between the Authority and the Trustee, setting forth the terms and authorizing the issuance of the Series 2023-A Bonds (said Trust Agreement as amended and supplemented, including as supplemented by the Thirty-Fourth Supplement, being the “Agreement”). Said authorized issue of Bonds is limited in aggregate principal amount as provided in the Agreement, and consists or may consist of one or more series of varying denominations, dates, maturities, interest rates and other provisions, as in said Agreement provided, all issued and to be issued pursuant to the provisions of Section 130500 et seq. of the California Public Utilities Code, as amended from time to time (the “Act”). The Series 2023-A Bonds constitute Senior Bonds under the Agreement. Reference is hereby made to the Agreement and to the Act for a description of the terms on which the Series 2023-A Bonds are issued and to be issued, the provisions with regard to the nature and extent of the Pledged Revenues (as that term is defined in the Agreement), and the rights of the Registered Owners of the Series 2023-A Bonds. All the terms of the Agreement and the Act are hereby incorporated herein and constitute a contract between the Authority and the Registered Owner from time to time of this Bond, and to all the provisions thereof the Registered Owner of this Bond, by its acceptance hereof, consents and agrees.

Additional Senior Bonds and Senior Parity Debt may be issued or incurred on a parity with the Series 2023-A Bonds of this authorized issue, but only subject to the conditions and limitations contained in the Agreement.

The Senior Bonds currently outstanding and hereafter issued by the Authority, and the interest thereon, are payable from, and are secured by a charge and lien on, the Pledged Revenues derived by the Authority from the Proposition C Sales Tax. All of the Senior Bonds, including the Series 2023-A Bonds, and Senior Parity Debt are equally secured by a pledge of, and charge and lien upon, all of the Pledged Revenues, and the Pledged Revenues constitute a trust fund for the security and payment of the interest on and principal of the Series 2023-A Bonds; but nevertheless out of Pledged Revenues certain amounts may be applied for other purposes as provided in the Agreement.

The Series 2023-A Bonds are limited obligations of the Authority and are payable, both as to principal and interest, solely from the Pledged Revenues and by certain other amounts held by the Trustee under the Agreement.

The general fund of the Authority is not liable, and neither the credit nor the taxing power of the Authority is pledged (other than as described above), for the payment of the Series 2023-A Bonds or their interest. The Series 2023-A Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Authority or any of its income or receipts, except the Pledged Revenues.

This Bond shall be issued pursuant to a book-entry system administered by DTC (together with any successor thereto, "Securities Depository"). The book-entry system will evidence beneficial ownership of the Series 2023-A Bonds with transfers of ownership effected on the register held by the Securities Depository pursuant to rules and procedures established by the Securities Depository. So long as the book-entry system is in effect, transfer of principal and interest payments, and provisions of notices or other communications, to beneficial owners of the Series 2023-A Bonds will be the responsibility of the Securities Depository as set forth in the Agreement.

Certain of the Series 2023-A Bonds are subject to redemption prior to their stated maturities as provided in the Thirty-Fourth Supplement.

This Bond is transferable or exchangeable for other Authorized Denominations upon surrender of this Bond at the corporate trust office of the Trustee in St. Paul, Minnesota, or such other place as designated by the Trustee, accompanied by a written instrument of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Authority and the Registrar, duly executed by the registered owner hereof or by his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement, and upon surrender and cancellation of this Bond. Upon such transfer a new fully authenticated and registered Series 2023-A Bond or Series 2023-A Bonds without coupons, of Authorized Denomination or Authorized Denominations, of the same series, tenor, maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The Authority, the Trustee and any paying agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the Authority, the Trustee and any paying agent shall not be affected by any notice to the contrary.

The rights and obligations of the Authority and of the holders and registered owners of the Series 2023-A Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Agreement, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of the Series 2023-A Bonds.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been

performed in due time, form and manner, as required by the Constitution and statutes of the State of California, and that this Bond, together with all other indebtedness of the Authority pertaining to the Pledged Revenues, is within every debt and other limit prescribed by the Constitution and the statutes of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Agreement or the Act.

This Bond shall not be entitled to any benefit under the Agreement, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, THE LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY has caused this Bond to be executed in its name and on its  
behalf by its \_\_\_\_\_ as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By \_\_\_\_\_  
Title: \_\_\_\_\_



**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A Bonds of the Los Angeles County Metropolitan Transportation Authority described in the within mentioned Agreement.

Dated: \_\_\_\_\_, 20\_\_

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee

By \_\_\_\_\_  
Authorized Officer

**FORM OF ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers to

---

(Please insert Social Security or Identification Number of Transferee)

---

(Please print or typewrite name and address, including zip code of Transferee)

---

---

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Bond on the books kept for registration thereof, all power of substitution in the premises.

Dated:

Signature Guaranteed:

---

NOTICE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

---

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

**EXHIBIT B**

**DEBT SERVICE SCHEDULE**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
PROPOSITION C SALES TAX REVENUE REFUNDING BONDS,  
SENIOR BONDS, SERIES 2023-A**

<b>Date</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Principal and Interest</b>
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Total

## **EXHIBIT C**

### **REFUNDED BONDS**

1. Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2013-B
2. Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-C
3. Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2014-A

## **EXHIBIT D**

### **PRIOR OUTSTANDING SENIOR BONDS**

“Prior Outstanding Senior Bonds” means and includes all of the following:

“Series 2013-A Bonds” means the \$138,960,000 original principal amount of Senior Bonds issued under the Agreement and the Twenty-Third Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-A.”

“Series 2013-B Bonds” means the \$313,490,000 original principal amount of Senior Bonds issued under the Agreement and the Twenty-Fourth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2013-B.”

“Series 2013-C Bonds” means the \$63,785,000 original principal amount of Senior Bonds issued under the Agreement and the Twenty-Fourth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-C.”

“Series 2014-A Bonds” means the \$61,180,000 original principal amount of Senior Bonds issued under the Agreement and the Twenty-Fifth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2014-A.”

“Series 2016-A Bonds” means the \$86,570,000 original principal amount of Senior Bonds issued under the Agreement and the Twenty-Sixth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2016-A.”

“Series 2017-A Bonds” means the \$454,845,000 original principal amount of Senior Bonds issued under the Agreement and the Twenty-Seventh Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2017-A.”

“Series 2019-A Bonds” means the \$418,575,000 original principal amount of Senior Bonds issued under the Agreement and the Twenty-Ninth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2019-A (Green Bonds).”

“Series 2019-B Bonds” means the \$126,425,000 original principal amount of Senior Bonds issued under the Agreement and the Twenty-Ninth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2019-B.”

“Series 2019-C Bonds” means the \$47,830,000 original principal amount of Senior Bonds issued under the Agreement and the Thirtieth Supplemental Agreement and designated as “Los

Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2019-C.”

“Series 2020-A Bonds” means the \$28,265,000 original principal amount of Senior Bonds issued under the Agreement and the Thirty-First Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2020-A.”

“Series 2021-A Bonds” means the \$321,905,000 original principal amount of Senior Bonds issued under the Agreement and the Thirty-Second Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2021-A.”

“Series 2022-A Bonds” means the \$40,475,000 original principal amount of Senior Bonds issued under the Agreement and the Thirty-Third Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2022-A.”

## **EXHIBIT E**

### **PRIOR SUPPLEMENTAL AGREEMENTS**

“Prior Supplemental Agreements” means and includes all of the following:

“Twenty-First Supplemental Agreement” means the Twenty-First Supplemental Trust Agreement, dated as of January 1, 2010, by and between the Authority and the Trustee.

“Twenty-Second Supplemental Agreement” means the Twenty-Second Supplemental Trust Agreement, dated as of July 1, 2012, by and between the Authority and the Trustee.

“Twenty-Third Supplemental Agreement” means the Twenty-Third Supplemental Trust Agreement, dated as of May 1, 2013, by and between the Authority and the Trustee.

“Twenty-Fourth Supplemental Agreement” means the Twenty-Fourth Supplemental Trust Agreement, dated as of December 1, 2013, by and between the Authority and the Trustee.

“Twenty-Fifth Supplemental Agreement” means the Twenty-Fifth Supplemental Trust Agreement, dated as of June 1, 2014, by and between the Authority and the Trustee.

“Twenty-Sixth Supplemental Agreement” means the Twenty-Sixth Supplemental Trust Agreement, dated as of June 1, 2016, by and between the Authority and the Trustee.

“Twenty-Seventh Supplemental Agreement” means the Twenty-Seventh Supplemental Trust Agreement, dated as of February 1, 2017, by and between the Authority and the Trustee.

“Twenty-Eighth Supplemental Agreement” means the Twenty-Eighth Supplemental Trust Agreement, dated as of April 1, 2018, by and between the Authority and the Trustee.

“Twenty-Ninth Supplemental Agreement” means the Twenty-Ninth Supplemental Trust Agreement, dated as of February 1, 2019, by and between the Authority and the Trustee.

“Thirtieth Supplemental Agreement” means the Thirtieth Supplemental Trust Agreement, dated as of June 1, 2019, by and between the Authority and the Trustee.

“Thirty-First Supplemental Agreement” means the Thirty-First Supplemental Trust Agreement, dated as of June 1, 2020, by and between the Authority and the Trustee.

“Thirty-Second Supplemental Agreement” means the Thirty-Second Supplemental Trust Agreement, dated as of April 1, 2021, by and between the Authority and the Trustee.

“Thirty-Third Supplemental Agreement” means the Thirty-Third Supplemental Trust Agreement, dated as of June 1, 2022, by and between the Authority and the Trustee.

NEW ISSUE—BOOK-ENTRY ONLY  
[DAC Logo]Ratings: Moody's: "[●]"  
S&P: "[●]"  
See "RATINGS" herein.

*In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by LACMTA described herein, interest on the Series 2023-A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Bond Counsel is further of the opinion that interest on the Series 2023-A Bonds is exempt from personal income taxes of the State of California (the "State") under present State law. See "TAX MATTERS" herein regarding certain other tax considerations.*

[LACMTA  
Logo]

\$[PAR]\*  
**LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY**  
**Proposition C Sales Tax Revenue Refunding Bonds,  
Senior Bonds, Series 2023-A**

**Dated: Date of Delivery****Due: As shown on the inside cover**

The Los Angeles County Metropolitan Transportation Authority ("LACMTA") is issuing its Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A (the "Series 2023-A Bonds"). The Series 2023-A Bonds are being issued pursuant to the Amended and Restated Trust Agreement, dated as of January 1, 2010, as amended (the "Trust Agreement"), by and between LACMTA and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), and the Thirty-Fourth Supplemental Trust Agreement, to be dated as of [April] 1, 2023 (the "Thirty-Fourth Supplemental Agreement," and together with the Trust Agreement, the "Agreement"), by and between LACMTA and the Trustee. The Series 2023-A Bonds are limited obligations of LACMTA payable solely from and secured by a first lien on and pledge of "Pledged Revenues" and by other amounts held by the Trustee under the Agreement. "Pledged Revenues" are receipts from the Proposition C Sales Tax, less amounts described in this Official Statement. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS" and "PROPOSITION C SALES TAX AND COLLECTIONS" herein. LACMTA will use the proceeds of the Series 2023-A Bonds and other available funds to (a) refund and defease the Refunded Bonds and (b) pay the costs of issuance of the Series 2023-A Bonds.

The Series 2023-A Bonds will be issued in denominations of \$5,000 and integral multiples thereof. The Series 2023-A Bonds will be issued in fully registered form and will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"), the securities depository for the Series 2023-A Bonds. Individual purchases and sales of the Series 2023-A Bonds may be made in book-entry form only. See "APPENDIX G—BOOK-ENTRY-ONLY SYSTEM." The Series 2023-A Bonds will mature in the principal amounts and will bear interest at the rates set forth on the inside front cover. LACMTA will pay interest on the Series 2023-A Bonds on each January 1 and July 1, commencing on January 1, 2024.

Certain of the Series 2023-A Bonds are subject to optional redemption prior to maturity as described in this Official Statement. See "DESCRIPTION OF THE SERIES 2023-A BONDS—Redemption."

**Neither the faith and credit nor the taxing power of the County of Los Angeles, the State of California or any political subdivision or public agency thereof, other than LACMTA to the extent of the Pledged Revenues and certain other amounts held by the Trustee under the Agreement, is pledged to the payment of the principal of or interest on the Series 2023-A Bonds. Other than Pledged Revenues and such other amounts held by the Trustee under the Agreement, the general fund of LACMTA is not liable, and neither the credit nor the taxing power of LACMTA is pledged, to the payment of the principal of or interest on the Series 2023-A Bonds. LACMTA has no power to levy property taxes to pay the principal of or interest on the Series 2023-A Bonds.**

This cover page contains certain information for general reference only. It is not intended to be a summary of the terms of, or the security for, the Series 2023-A Bonds. Investors are advised to read this Official Statement in its entirety to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page and not otherwise defined have the meanings set forth herein.

LACMTA is offering the Series 2023-A Bonds when, as and if it issues the Series 2023-A Bonds. The issuance of the Series 2023-A Bonds is subject to the approval as to their validity by Nixon Peabody LLP, Bond Counsel to LACMTA. The Los Angeles County Counsel, as General Counsel to LACMTA, and Kutak Rock LLP, as Disclosure Counsel, will pass on certain legal matters for LACMTA. Certain legal matters will be passed upon for the Underwriters by their counsel, [●]. LACMTA anticipates that the Series 2023-A Bonds will be available for delivery through the book-entry facilities of DTC on or about [April ●], 2023.

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\* Preliminary; subject to change.  
4872-8074-4774.4



**[Underwriters]**

Date of Official Statement:

**[INSERT MAP OF LACMTA SYSTEM]**

**MATURITY SCHEDULE\***

**\$(PAR)\***  
**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**  
**Proposition C Sales Tax Revenue Refunding Bonds,**  
**Senior Bonds, Series 2023-A**

<b>Maturity Date (July 1)*</b>	<b>Principal Amount*</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>	<b>CUSIP No.†</b>
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\* Preliminary; subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2023 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of LACMTA, the Underwriters or their agents or counsel assume responsibility for the selection, accuracy or uses of such numbers, and no representation is made as to their correctness on the applicable Series 2023-A Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2023-A Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2023-A Bonds.

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**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**Board Members<sup>1</sup>**

Ara J. Najarian, Chair  
Jacquelyn Dupont-Walker, First Vice-Chair  
Janice Hahn, Second Vice Chair  
Kathryn Barger  
Karen Bass  
James T. Butts, Jr.  
Fernando Dutra  
Lindsey Horvath  
Paul Krekorian  
Holly J. Mitchell  
Tim Sandoval  
Hilda L. Solis  
Gloria Roberts (Interim), Non-Voting Member

**LACMTA Officers**

Stephanie N. Wiggins, Chief Executive Officer  
Nalini Ahuja, Chief Financial Officer

**LACMTA General Counsel**

Office of the County Counsel  
Los Angeles, California

**MUNICIPAL ADVISOR**

Montague DeRose and Associates, LLC  
Westlake Village, California

**BOND COUNSEL**

Nixon Peabody LLP

**DISCLOSURE COUNSEL**

Kutak Rock LLP

**TRUSTEE**

U.S. Bank Trust Company, National Association  
Los Angeles, California

**VERIFICATION AGENT**

Causey Demgen & Moore P.C.

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<sup>1</sup> [There is currently one vacancy on the Board.]

LACMTA has not authorized any dealer, broker, salesperson or other person to give any information or to make any representation in connection with the offer or sale of the Series 2023-A Bonds other than as set forth in this Official Statement and, if given or made, such other information or representation must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor will there be any sale of the Series 2023-A Bonds, by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not a contract with the purchasers or owners of the Series 2023-A Bonds. Statements contained in this Official Statement which involve estimates, projections or matters of opinion, whether or not expressly so described in this Official Statement, are intended solely as such and are not to be construed as representations of facts.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

The information and expressions of opinion in this Official Statement are subject to change without notice, and the delivery of this Official Statement and any sale made pursuant to this Official Statement do not, under any circumstances, imply that the information and expressions of opinion in this Official Statement and other information regarding LACMTA have not changed since the date hereof. LACMTA is circulating this Official Statement in connection with the sale of the Series 2023-A Bonds and this Official Statement may not be reproduced or used, in whole or in part, for any other purpose.

In making an investment decision, investors must rely on their own examination of the terms of the offering and the security and sources of payment of the Series 2023-A Bonds, including the merits and risks involved. The Series 2023-A Bonds have not been registered under the Securities Act of 1933, as amended, nor has the Agreement been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon exemptions contained in such acts. Neither the U.S. Securities and Exchange Commission nor any other federal, state or other governmental securities regulatory agency, has passed upon the merits of the Series 2023-A Bonds or the accuracy or completeness of this Official Statement. The Series 2023-A Bonds have not been recommended by any federal or state securities commission or regulatory authority. Any representation to the contrary may be a criminal offense.

This Official Statement contains statements relating to future results that are "forward looking statements." When used in this Official Statement, the words "estimate," "forecast," "projection," "intend," "expect" and similar expressions identify forward looking statements. Any forward looking statement is subject to uncertainty and risks that could cause actual results to differ, possibly materially, from those contemplated in such forward looking statements. Some assumptions used to develop forward looking statements inevitably will not be realized, and unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward looking statements and actual results; those differences could be material.

The Underwriters may offer and sell the Series 2023-A Bonds to certain dealers and others at yields higher or prices lower than the public offering yields and/or prices stated on the inside cover page of this Official Statement, and such public offering yields and/or prices may be changed from time to time by the Underwriters.

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## OFFICIAL STATEMENT

**§[PAR]\***  
**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**  
**Proposition C Sales Tax Revenue Refunding Bonds,**  
**Senior Bonds, Series 2023-A**

### INTRODUCTION

This Official Statement, which includes the cover page and the appendices hereto, sets forth information in connection with the offering by the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) of §[PAR]\* aggregate principal amount of its Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A (the “Series 2023-A Bonds”). This Introduction is qualified by the more complete and detailed information contained in this entire Official Statement and the documents summarized or described in this Official Statement. Prospective investors should review this entire Official Statement, including the cover page and appendices, before they make an investment decision to purchase the Series 2023-A Bonds. LACMTA is only offering the Series 2023-A Bonds to potential investors by means of this entire Official Statement. Capitalized terms used but not defined herein have the meanings ascribed to them in “APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS—DEFINITIONS.”

### LACMTA

LACMTA was established in 1993 pursuant to the provisions of Section 130050.2 et seq. of the California Public Utilities Code (the “LACMTA Act”). LACMTA is the consolidated successor entity to both the Southern California Rapid Transit District (the “District”) and the Los Angeles County Transportation Commission (the “Commission”). As the consolidated successor entity, LACMTA succeeded to all powers, duties, rights, obligations, liabilities, indebtedness, bonded or otherwise, immunities and exemptions of the District and the Commission, including the Commission’s responsibility for planning, engineering and constructing a county wide rail transit system. The Commission was authorized, subject to approval by the electorate of the County of Los Angeles (the “County”), to adopt a retail transactions and use tax ordinance, with the revenues of such tax to be used for public transit purposes. On November 6, 1990, the voters of the County approved the “Proposition C Sales Tax.” The Proposition C Sales Tax is a one half of one percent sales tax imposed on the gross receipts of retailers from the sale of tangible personal property sold at retail in the County and a use tax at the same rate upon the storage, use or other consumption in the County of such property purchased from any retailer for storage, use or other consumption in the County, subject to certain limited exceptions, and is not limited in duration. For more information regarding the Proposition C Sales Tax, see “PROPOSITION C SALES TAX AND COLLECTIONS—The Proposition C Sales Tax.”

For further discussion of LACMTA, its other sources of revenues, the services it provides and the projects it is undertaking, see “APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY.” The information provided in APPENDIX A is intended as general information only. The Series 2023-A Bonds are limited obligations of LACMTA payable from Pledged Revenues, which consist primarily of proceeds of the Proposition C Sales Tax. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS.” For certain economic and demographic

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\* Preliminary; subject to change.

data about the County, see “APPENDIX C—LOS ANGELES COUNTY ECONOMIC AND DEMOGRAPHIC INFORMATION.”

### **Purpose of the Series 2023-A Bonds**

LACMTA will use the proceeds of the Series 2023-A Bonds, together with other available funds, to (a) refund and defease the Refunded Bonds (as defined under “PLAN OF REFUNDING AND APPLICATION OF THE SERIES 2023-A BOND PROCEEDS—Use of Proceeds; Plan of Refunding”), and (b) pay the costs of issuance of the Series 2023-A Bonds. For a more detailed description of LACMTA’s proposed use of the proceeds of the Series 2023-A Bonds, see “PLAN OF REFUNDING AND APPLICATION OF THE SERIES 2023-A BOND PROCEEDS.”

### **Description of the Series 2023-A Bonds**

The Series 2023-A Bonds are limited obligations of LACMTA to be issued pursuant to, and secured under, the Amended and Restated Trust Agreement, dated as of January 1, 2010, as amended (the “Trust Agreement”), by and between LACMTA and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as trustee (the “Trustee”). In connection with the issuance of the Series 2023-A Bonds, LACMTA will enter into the Thirty-Fourth Supplemental Trust Agreement, to be dated as of [April] 1, 2023 (the “Thirty-Fourth Supplemental Agreement”), by and between LACMTA and the Trustee, to provide for the terms of the Series 2023-A Bonds and related matters. The Trust Agreement, as supplemented by the Thirty-Fourth Supplemental Agreement, is referred to in this Official Statement as the “Agreement.”

The Series 2023-A Bonds will be issued in registered form, in denominations of \$5,000 or any integral multiple thereof. The Series 2023-A Bonds will be dated their initial date of delivery and will mature on the dates and in the principal amounts and will bear interest at the rates per annum as shown on the inside cover page hereof, computed on the basis of a 360-day year consisting of twelve 30-day months. The Series 2023-A Bonds will be delivered in book-entry-only form and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Series 2023-A Bonds. See “APPENDIX G—BOOK-ENTRY-ONLY SYSTEM.”

### **Security and Sources of Payment for the Series 2023-A Bonds**

The Series 2023-A Bonds are limited obligations of LACMTA payable solely from and secured by a first lien on and pledge of “Pledged Revenues,” which are moneys collected as a result of the imposition of the Proposition C Sales Tax (the imposition of which is not limited in duration), less 20% thereof which is allocated to local jurisdictions for public transit, paratransit and related services (the “Local Allocation”), and less an administrative fee paid to the California Department of Tax and Fee Administration (formerly the California State Board of Equalization) (“CDTFA”) in connection with the collection and disbursement of the Proposition C Sales Tax (the “Pledged Tax”), plus interest, profits and other income received from the investment of such amounts held by the Trustee (other than amounts in the Rebate Fund). In addition, the Series 2023-A Bonds are secured by all other amounts held by the Trustee under the Agreement except for amounts held in any debt service reserve fund, the Rebate Fund and the Redemption Fund. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS” and “PROPOSITION C SALES TAX AND COLLECTIONS.”

## **Proposition C Sales Tax Obligations**

Under the Agreement, LACMTA may issue Senior Bonds and incur debt and other obligations payable on a parity with Senior Bonds (“Senior Parity Debt,” described in greater detail in APPENDIX D), which are secured by a first lien on and pledge of Pledged Revenues. Senior Bonds and Senior Parity Debt are referred to collectively in this Official Statement as “Senior Obligations.” The Series 2023-A Bonds are Senior Bonds and are payable on a parity with all other Senior Bonds and any Senior Parity Debt. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—Proposition C Sales Tax Obligations.”

As of March 1, 2023, LACMTA had Senior Bonds outstanding in the aggregate principal amount of \$1,771,705,000, including the principal of the Refunded Bonds. See “PROPOSITION C SALES TAX OBLIGATIONS.” LACMTA presently does not have any Senior Parity Debt outstanding.

LACMTA may issue additional Senior Bonds and incur additional Senior Parity Debt upon the satisfaction of certain additional bonds tests contained in the Agreement. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—Proposition C Sales Tax Obligations—*Senior Obligations*”. [LACMTA’s Short Range Financial Forecast assumes the issuance of approximately \$[1.3] billion in additional Senior Bonds from Fiscal Year 2023 through Fiscal Year 2032.] For further discussion of the Short Range Financial Forecast, see “FUTURE TRANSPORTATION IMPROVEMENTS—Capital Planning” in APPENDIX A.

LACMTA has covenanted in the Trust Agreement not to issue or incur any obligations with a pledge of or lien on Pledged Revenues prior or superior to that of the Senior Bonds (including the Series 2023-A Bonds) and any Senior Parity Debt.

Under the Agreement, LACMTA also is authorized to create a charge or lien on Pledged Revenues ranking junior and subordinate to the charge or lien of the Senior Obligations (including the Series 2023-A Bonds). Pursuant to the Subordinate Trust Agreement, dated as of June 1, 1993, as amended and supplemented (the “Subordinate Trust Agreement”), by and between LACMTA and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as trustee, LACMTA has issued obligations (the “Subordinate Lien Obligations”) which are payable from and secured by a pledge and lien on the Pledged Revenues remaining after the payment of the principal of and interest on the Senior Obligations and any Pledged Revenues required to fund a debt service reserve fund for the Senior Bonds (collectively, the “Net Pledged Revenues”). See “PROPOSITION C SALES TAX OBLIGATIONS—Subordinate Lien Obligations” for a description of LACMTA’s outstanding Subordinate Lien Obligations. See also “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—Proposition C Sales Tax Obligations—*Subordinate Lien Obligations*.”

In addition, LACMTA has incurred other obligations which are secured by the Proposition C Sales Tax revenues that remain after the payment of Senior Bonds, Senior Parity Debt and Subordinate Lien Obligations. See “PROPOSITION C SALES TAX OBLIGATIONS—Other Obligations.”

## **The Series 2023-A Bonds Are Limited Obligations of LACMTA Only**

Neither the faith and credit nor the taxing power of the County, the State of California (the “State”) or any political subdivision or public agency thereof, other than LACMTA to the extent of the Pledged Revenues and certain other amounts held by the Trustee under the Agreement, is pledged to the payment of the principal of or interest on the Series 2023-A Bonds. LACMTA has no power to levy property taxes to pay the principal of or interest on the Series 2023-A Bonds.

The Series 2023-A Bonds are limited obligations of LACMTA and are payable, as to both principal and interest, solely from and secured by a first lien on and pledge of Pledged Revenues and certain other amounts held by the Trustee under the Agreement. Other than Pledged Revenues and such other amounts held by the Trustee under the Agreement, the general fund of LACMTA is not liable, and neither the credit nor the taxing power of LACMTA is pledged, to the payment of the principal of or interest on the Series 2023-A Bonds.

### **No Reserve Fund for the Series 2023-A Bonds**

Prior to 2019, all of the Senior Bonds were supported by a debt service reserve fund established by the Trust Agreement (the “Reserve Fund”). However, subsequent to 2019, only the outstanding Senior Bonds issued on or prior to June 15, 2016 are secured by the Reserve Fund. *The Series 2023-A Bonds will not be secured by the Reserve Fund or any other debt service reserve fund.* See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—The Series 2023-A Bonds Are Not Secured by Any Debt Service Reserve Fund.”

### **Continuing Disclosure**

In connection with the issuance of the Series 2023-A Bonds, for purposes of assisting the Underwriters (as defined under “UNDERWRITING”) in complying with Rule 15c2-12 (the “Rule”) promulgated by the U.S. Securities and Exchange Commission (“SEC”) under the Securities Exchange Act of 1934, as amended, LACMTA will agree to provide, or cause to be provided, to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system (the “EMMA System”), certain annual financial information and operating data relating to LACMTA and notice of certain enumerated events. See “CONTINUING DISCLOSURE” and “APPENDIX F—FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

### **Additional Information**

Brief descriptions of the Series 2023-A Bonds, the Agreement and certain other documents are included in this Official Statement and the appendices hereto. Such descriptions do not purport to be comprehensive or definitive. All references herein to such documents and any other documents, statutes, reports or other instruments described herein are qualified in their entirety by reference to each such document, statute, report or other instrument. The information herein is subject to change without notice, and the delivery of this Official Statement will under no circumstances create any implication that there has been no change in the affairs of LACMTA since the date hereof. This Official Statement is not to be construed as a contract or agreement between LACMTA and the purchasers or Owners of any of the Series 2023-A Bonds. LACMTA maintains a website, an investor relations page through a third-party, and social media accounts, the information on which is not part of this Official Statement, has not and is not incorporated by reference herein, and should not be relied upon in deciding whether to invest in the Series 2023-A Bonds.

Copies of the Agreement may be obtained from LACMTA at One Gateway Plaza, 21st Floor, Treasury Department, Los Angeles, California 90012, or by emailing [TreasuryDept@metro.net](mailto:TreasuryDept@metro.net), or by calling (213) 922-2554.

## **PLAN OF REFUNDING AND APPLICATION OF THE SERIES 2023-A BOND PROCEEDS**

### **Use of Proceeds; Plan of Refunding**

LACMTA will use the proceeds of the Series 2023-A Bonds, together with other available funds to be released from funds and accounts related to the Refunded Bonds, to (a) refund and defease the Refunded Bonds and (b) pay the costs of issuance of the Series 2023-A Bonds.

LACMTA will apply a portion of the proceeds of the Series 2023-A Bonds, together with other available funds, to refund and defease all or a portion of its outstanding (a) Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2013-B (the portion so refunded, the “Refunded Series 2013-B Bonds”), (b) Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-C (the portion so refunded, the “Refunded Series 2013-C Bonds”), and (c) Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2014-A (the portion so refunded, the “Refunded Series 2014-A Bonds,” and collectively with the Refunded Series 2013-B Bonds and the Refunded Series 2013-C Bonds, the “Refunded Bonds”), as set forth in more detail in the following table. The refunding of the Refunded Bonds is subject to market conditions, and LACMTA will only refund any of the Refunded Bonds if such refunding results in acceptable debt service savings to LACMTA.

**REFUNDED BONDS\***

Series	Maturity Date (July 1)	Principal Amount	Interest Rate	Payment/ Redemption Date	CUSIP Number <sup>1</sup>
2013-B	2023	\$10,285,000	5.000%	July 1, 2023	5447125T5
2013-B	2024	10,800,000	5.000	July 1, 2023	5447125U2
2013-B	2025	11,340,000	5.000	July 1, 2023	5447125V0
2013-B	2026	11,905,000	5.000	July 1, 2023	5447125W8
2013-B	2027	12,505,000	5.000	July 1, 2023	5447125X6
2013-B	2028	13,130,000	5.000	July 1, 2023	5447125Y4
2013-B	2029	13,785,000	5.000	July 1, 2023	5447125Z1
2013-B	2030	14,475,000	5.000	July 1, 2023	5447126A5
2013-B	2031	15,195,000	5.000	July 1, 2023	5447126B3
2013-B	2032	15,955,000	5.000	July 1, 2023	5447126C1
2013-B	2033	16,755,000	5.000	July 1, 2023	5447126D9
2013-B	2034	17,595,000	5.000	July 1, 2023	5447126E7
2013-B	2035	18,470,000	5.000	July 1, 2023	5447126F4
2013-B	2036	19,395,000	5.000	July 1, 2023	5447126G2
2013-B	2037	20,365,000	4.375	July 1, 2023	5447126H0
2013-B	2038	21,255,000	4.500	July 1, 2023	5447126H6
2013-C	2023	\$5,935,000	5.000%	July 1, 2023	5447126T4
2013-C	2024	6,230,000	4.000	July 1, 2023	5447126U1
2013-C	2025	6,475,000	5.000	July 1, 2023	5447126V9
2013-C	2026	6,800,000	5.000	July 1, 2023	5447126W7
2014-A	2027	\$6,410,000	5.000%	July 1, 2023	5447126X5
2014-A	2028	6,730,000	5.000	July 1, 2023	5447126Y3
2014-A	2029	7,060,000	5.000	July 1, 2023	5447126Z0
2014-A	2030	7,415,000	5.000	July 1, 2023	5447127A4
2014-A	2031	7,790,000	5.000	July 1, 2023	5447127B2
2014-A	2032	8,175,000	5.000	July 1, 2023	5447127C0
2014-A	2033	8,585,000	5.000	July 1, 2023	5447127D8
2014-A	2034	9,015,000	5.000	July 1, 2023	5447127E6

\* Preliminary; subject to change.

<sup>1</sup> CUSIP numbers are provided only for the convenience of the reader. LACMTA does not undertake any responsibility for the accuracy of such CUSIP numbers or for any changes or errors in the list of CUSIP numbers.

A portion of the proceeds of the Series 2023-A Bonds, together with other available funds, will be deposited with U.S. Bank Trust Company, National Association, as trustee and escrow agent, and will be held in (i) an escrow account for the Refunded Series 2013-B Bonds (the “Series 2013-B Escrow Account”), (ii) an escrow account for the Refunded Series 2013-C Bonds (the “Series 2013-C Escrow Account”), and (iii) an escrow account for the Refunded Series 2014-A Bonds (the “Series 2014-A Escrow Account,” and collectively with the Series 2013-B Escrow Account and the Series 2013-C Escrow Account, the “Escrow Accounts”) to be created under the terms of an escrow agreement to be entered into between LACMTA and U.S. Bank Trust Company, National Association, as trustee and escrow agent. All amounts deposited into the Escrow Accounts will be invested in direct, noncallable obligations of the United States Treasury and/or held uninvested in cash. Amounts on deposit in the Escrow Accounts will be used on July 1, 2023 to (a) pay the principal of and interest on the Refunded Series 2013-B Bonds maturing on July 1, 2023, (b) pay the

principal of and interest on the Refunded Series 2013-C Bonds maturing on July 1, 2023, and (c) redeem the Refunded Series 2013-B Bonds maturing on and after July 1, 2024, the Refunded Series 2013-C Bonds maturing on and after July 1, 2024 and the Refunded Series 2014-A Bonds at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon.

Causey Demgen & Moore P.C., will verify that the amounts deposited to the respective Escrow Accounts will be sufficient to (a) pay on July 1, 2023 the principal of and interest on the Refunded Series 2013-B Bonds maturing on July 1, 2023, (b) pay on July 1, 2023 the principal of and interest on the Refunded Series 2013-C Bonds maturing on July 1, 2023, and (c) redeem on July 1, 2023 the Refunded Series 2013-B Bonds maturing on and after July 1, 2024, the Refunded Series 2013-C Bonds maturing on and after July 1, 2024 and the Refunded Series 2014-A Bonds at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon. See “VERIFICATION OF MATHEMATICAL COMPUTATIONS” herein.

**Estimated Sources and Uses of Funds**

The following table sets forth the estimated sources and uses of funds in connection with the issuance of the Series 2023-A Bonds.

<b><u>Sources</u></b>	
Principal Amount	\$
Original Issue Premium/(Discount)	
Other Available Moneys <sup>1</sup>	_____
Total Sources	\$ _____
<b><u>Uses</u></b>	
Deposit to Escrow Accounts	\$
Costs of Issuance <sup>2</sup>	
Total Uses	\$ _____

<sup>1</sup> Includes funds released from the Reserve Fund and from the debt service accounts for the Refunded Bonds.

<sup>2</sup> Includes Underwriter’s discount, legal fees, rating agency fees, municipal advisor fees, printer costs, and other costs of issuance.

**RISK FACTORS**

*The following factors, together with all other information provided in this Official Statement, should be considered by potential investors in evaluating the purchase of the Series 2023-A Bonds. The discussion below does not purport to be, nor should it be construed to be, complete nor a summary of all factors which may affect LACMTA, the Proposition C Sales Tax revenues, or the Series 2023-A Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.*

**Economic Factors May Cause Declines in Proposition C Sales Tax Revenues**

The Series 2023-A Bonds are limited obligations of LACMTA payable solely from and secured by a first lien on and pledge of Pledged Revenues, consisting primarily of certain revenues of the Proposition C Sales Tax and other amounts that are held by the Trustee under the Agreement. The level of Proposition C Sales Tax revenues collected depends on the level of taxable sales transactions within the County, which, in turn, depends on the level of general economic activity in the County. In Fiscal Years 2009 and 2010, the national economic recession and regional general economic conditions resulted in reductions in

economic activity and taxable sales within the County, and correspondingly Proposition C Sales Tax revenues received by LACMTA declined. Proposition C Sales Tax revenues increased in Fiscal Years 2011 through 2019.

The worldwide COVID-19 pandemic that began in March 2020, and the resulting governmentally imposed business shutdowns, negatively affected the collection of Proposition C Sales Tax revenues during the last three months of Fiscal Year 2020 (April 2020 through June 2020) and the first nine months of Fiscal Year 2021 (July 2020 through March 2021). However, beginning in April 2021, as COVID-19 vaccines became more widely available and as the COVID-19 restrictions were eased and ultimately terminated, Proposition C Sales Tax revenue collections began to recover rapidly and since then Proposition C Sales Tax revenue collections have been at historically high levels. See “PROPOSITION C SALES TAX AND COLLECTIONS—Historical Proposition C Sales Tax Collections.” The COVID-19 outbreak is ongoing, and its dynamic nature leads to uncertainties, including (i) the geographic spread of the virus; (ii) the severity of the disease; (iii) the duration of the outbreak; (iv) existing actions that have been taken, and new actions that may be taken in the future, by governmental authorities to contain or mitigate the outbreak; (v) the acceptance of and effectiveness (especially against any new variants of the virus) of vaccines; (vi) the impact of the outbreak on the local, national or global economy; (vii) the impact of the outbreak and actions taken in response to the outbreak on LACMTA’s revenues, expenses and financial condition; and (viii) temporary and permanent changes to consumers’ spending habits. In the event of new outbreaks of COVID-19 variants and the reimposition of restrictions on businesses, Proposition C Sales Tax revenues could decline in the future, reducing amounts available to pay the principal of and interest on the Series 2023-A Bonds.

Beginning in 2021, the County, like the rest of the nation, has experienced significant increases in costs of food, energy and other products, in addition to associated wage and salary pressures. Inflation, particularly in wages, food and energy prices are expected to continue for the foreseeable future. Ongoing high inflation may affect consumer spending decisions and as a result adversely impact sales transactions in the County and ultimately the amount of Proposition C Sales Tax revenues received by LACMTA.

To project future Proposition C Sales Tax revenues for budgetary purposes, LACMTA incorporates actual long-term experience combined with forecasts from local economists and other publicly available sources of data. LACMTA does not itself develop forecasts of current or future economic conditions. Furthermore, CDTFA does not provide LACMTA with any forecasts of Proposition C Sales Tax revenues for future periods. Therefore, LACMTA is unable to predict with certainty future levels of Proposition C Sales Tax revenues. In addition, the County is located in a seismically active region. A major earthquake, pandemic, epidemic, or other natural disaster could adversely affect the economy of the County and the amount of Proposition C Sales Tax revenues. Future significant declines in the amount of Proposition C Sales Tax revenues could ultimately impair the ability of LACMTA to pay principal of and interest on the Series 2023-A Bonds. See “PROPOSITION C SALES TAX AND COLLECTIONS—Historical Proposition C Sales Tax Collections.” Also see “APPENDIX C—LOS ANGELES COUNTY ECONOMIC AND DEMOGRAPHIC INFORMATION.”

### **California State Legislature or Electorate or Federal Law May Change Items Subject to Proposition C Sales Tax**

With limited exceptions, the Proposition C Sales Tax is imposed on the same transactions and items subject to the general sales tax levied throughout the State. In the past, the California State Legislature and the California State electorate have made changes to the transactions and items subject to the State’s general sales tax and, therefore, the Proposition C Sales Tax. In 1991, the California State Legislature enacted legislation which expanded the transactions and items subject to the general statewide sales tax to include fuel for aviation and shipping, bottled water, rental equipment and newspapers and magazines. In 1992,



the California State electorate approved an initiative which eliminated candy, gum, bottled water and confectionery items as items subject to the California State’s general sales tax. In each case, the same changes were made to transactions or items subject to the Proposition C Sales Tax. In the future, the California State Legislature or the California State electorate could further change the transactions and items upon which the statewide general sales tax and the Proposition C Sales Tax are imposed. Such a change could either increase or decrease Proposition C Sales Tax revenues depending on the nature of the change. See “PROPOSITION C SALES TAX AND COLLECTIONS.”

Federal law may also cause transactions and items to be excluded from the State’s general sales tax, and, therefore, the Proposition C Sales Tax. For example, under federal law, local taxes on aviation fuel (except taxes in effect on December 30, 1987) must be used for airport-related purposes, as a condition for receiving federal funding for airports. On November 7, 2014, the Federal Aviation Administration (the “FAA”) adopted an amendment to its “Policy and Procedures Concerning the Use of Airport Revenue” (the “FAA Policy”), which clarifies that local sales taxes derived from aviation fuel are subject to the airport use restriction and must be used for airport-related purposes. The FAA definition of local sales tax includes the Proposition C Sales Tax, as well as the Measure R Sales Tax and the Measure M Sales Tax (see “PROPOSITION C SALES TAX AND COLLECTIONS—The Proposition C Sales Tax” for descriptions of these sales taxes). While LACMTA cannot be certain of the overall impact that the FAA Policy will have on Proposition C Sales Tax revenues, it does not expect that Proposition C Sales Tax revenues will be reduced as a result of the FAA Policy since the amount of revenues that LACMTA expends on airport-related purposes exceeds the amount of local taxes, including Proposition C Sales Tax revenues, it derives from aviation fuel. However, LACMTA cannot guarantee that Proposition C Sales Tax revenues will not be adversely affected by the FAA Policy. The FAA Policy is illustrative of federal laws that may affect which transactions and items are subject to the State’s general sales tax.

### **Increases in Sales Tax Rate May Cause Declines in Proposition C Sales Tax Revenues**

Increases in sales tax rates, whether by the electorate of a municipality within the County, the County or the State or by the State Legislature, may affect consumer spending decisions and as a result adversely impact sales transactions in the County and, thereby, reduce Proposition C Sales Tax revenues. Several increases in sales tax rates have occurred in recent years.

In November 2008, County voters approved Measure R, which increased the sales tax rate within the County by ½ of 1% for a period of 30 years to fund LACMTA transportation projects and operations. Collection of the additional sales tax rate (known as the Measure R Sales Tax) commenced in July 1, 2009.

At the election held on November 8, 2016, more than two-thirds of the electors of the County voting on the issue approved an additional transportation and use tax (known as the Measure M Sales Tax) to improve transportation and ease traffic congestion. The Measure M Sales Tax is a new one-half cent sales tax that started on July 1, 2017 that increases to one cent in 2039 when the Measure R Sales Tax expires. The Measure M Sales Tax does not have a scheduled expiration date. Proposition A Sales Tax (as defined herein) revenues, Measure R Sales Tax revenues and Measure M Sales Tax revenues are separate from Proposition C Sales Tax revenues and do not secure the Senior Bonds, including the Series 2023-A Bonds, or Senior Parity Debt.

On March 7, 2017, County voters approved a ¼ of 1% sales tax increase known as the Measure H Sales Tax for Homeless Services and Prevention to fund programs to assist the County’s homeless population. The Measure H Sales Tax went into effect in October, 2017 and such tax expires in 2027. See “PROPOSITION C SALES TAX AND COLLECTIONS—The Proposition C Sales Tax” for further discussion of Measure H and other current sales taxes in the County.

Additional increases in sales tax rates that will impact the County, while not currently pending, can be expected to be proposed and imposed, from time to time.

### **Increased Internet Use May Reduce Proposition C Sales Tax Revenues**

The increasing use of the Internet to conduct electronic commerce may affect the levels of Proposition C Sales Tax revenues. Internet sales of physical products by businesses located in the State, and Internet sales of physical products delivered to the State by businesses located outside of the State are generally subject to the retail transactions and use tax imposed by Proposition C. Legislation passed as part of the California Budget Act of 2011 imposes a use tax collection responsibility for certain out-of-state, and particularly Internet, retailers that meet certain criteria. The new responsibility took effect in September 2012.

Further, the Supreme Court of the United States (the “Supreme Court”) decided a case on June 21, 2018 (*South Dakota v. Wayfair Inc., et al*) concerning out of jurisdiction collection of sales taxes. The Supreme Court ruled that state and local governments have the authority to require out-of-state vendors with no local physical presence in a state to collect and remit sales taxes to state and local governments. Since April 1, 2019, retailers located outside of California have been required to register with CDTFA, collect the California use tax, and pay the tax to CDTFA based on the amount of their sales into California, even if they do not have a physical presence in the state, with exceptions for retailers with California sales below certain volume and dollar amount thresholds. Effective October 1, 2019, marketplace facilitators (such as Internet shopping websites) are treated as retailers for purposes of determining whether such thresholds are met, and marketplace facilitators are required to collect and remit sales and use tax on the sale of tangible personal property sold through their marketplace for delivery to California customers if they meet certain volume and dollar amount thresholds. LACMTA believes that some Internet transactions currently avoid taxation and in the future may continue to avoid taxation, and this potentially reduces the amount of Proposition C Sales Tax revenues.

### **No Acceleration of the Series 2023-A Bonds**

In the event of a default by LACMTA, the Agreement does not contain a provision allowing for the acceleration of the principal of and interest due on the Series 2023-A Bonds. In the event of a default by LACMTA, each Owner of the Series 2023-A Bonds will have the right to exercise the remedies, subject to the limitations thereon, set forth in the Agreement. See “APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS—TRUST AGREEMENT—Events of Default and Remedies.”

### **No Reserve Fund for the Series 2023-A Bonds**

The Series 2023-A Bonds will not be secured by a debt service reserve fund.

### **Additional Senior Bonds**

LACMTA expects to issue additional debt secured by Proposition C Sales Tax revenues, including additional Senior Bonds. [The Short Range Financial Forecast assumes the issuance of approximately \$1.3 billion in additional Senior Bonds from Fiscal Year 2023 through Fiscal Year 2032.] For further discussion of the Short Range Financial Forecast, see “APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY—FUTURE TRANSPORTATION IMPROVEMENTS—Capital Planning.” LACMTA has several major transit projects under construction and has future plans for additional major capital projects. LACMTA may ultimately issue more Senior Bonds to finance these projects than its current plans presently anticipate, particularly if costs of completing projects are higher than expected or other funding sources are not available as planned. In addition,

LACMTA is likely to undertake additional capital projects in the future, and additional Senior Bonds may be issued to finance these projects. LACMTA may issue additional Senior Bonds only if the additional bonds tests described under “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—Proposition C Sales Tax Obligations—*Senior Obligations*” are satisfied.

### **Impact of Bankruptcy of LACMTA**

As a municipal entity, LACMTA is authorized to file a petition for relief under Chapter 9 of the United States Bankruptcy Code (“Chapter 9”) under certain circumstances. Should LACMTA file for bankruptcy relief, there could be adverse effects on the holders of the Series 2023-A Bonds.

If the Pledged Tax constitutes “special revenues” under the Bankruptcy Code, then Pledged Tax collected before and after the date of the bankruptcy filing should be subject to the lien of the Agreement. “Special revenues” are defined to include taxes specifically levied to finance one or more projects or systems, and also to include receipts from the ownership, operation, or disposition of projects or systems that are primarily used or intended to be used primarily to provide transportation, utility or other services, as well as other revenues or receipts derived from particular functions of the debtor, but the Bankruptcy Code excludes receipts from general property, sales, or income taxes levied to finance the general purposes of the governmental entity.

The results of Chapter 9 bankruptcy proceedings are difficult to predict. If a court determined that the Proposition C Sales Tax was levied to finance the general purposes of LACMTA rather than specific projects, then the Pledged Tax would not be special revenues. No assurance can be given that a court would hold that the Pledged Tax constitutes special revenues or that the Series 2023-A Bonds are of a type protected by the “special revenues” provisions of the Bankruptcy Code. If a bankruptcy court were to determine that the Pledged Tax were not “special revenues,” then Pledged Tax collected after the commencement of the bankruptcy case would likely not be subject to the lien of the Agreement. If a bankruptcy court were to so hold, the owners of the Senior Bonds (including the Series 2023-A Bonds) would no longer be entitled to any special priority to the Pledged Tax and could be treated as general unsecured creditors of LACMTA without a lien as to the Pledged Tax. The holders of the Senior Bonds (including the Series 2023-A Bonds) may not be able to assert a claim against any property of LACMTA other than the Pledged Tax, and if the Pledged Tax were no longer subject to the lien of the Agreement, there may be no amounts from which the holders of the Senior Bonds (including the Series 2023-A Bonds) are entitled to be paid.

If the revenues pledged under the Agreement are determined to be special revenues, the Bankruptcy Code provides (in order to maintain the revenue-generating capacity of the municipal entity) that a special revenues lien is subject to the necessary operating expenses of the project or system from which the special revenues are derived, which expenses are to be paid before other obligations (including to bondholders). This rule applies regardless of the provisions of the transaction documents. The law is not clear, however, (i) as to whether, or to what extent, the Pledged Tax would be considered to be “derived” from a project or system, or (ii) precisely which expenses would constitute necessary operating expenses. To the extent that the Pledged Tax is determined to be derived from a project or system, LACMTA may be able to use Pledged Tax to pay necessary operating expenses, before the remaining Pledged Tax is turned over to the Trustee to pay amounts owed to the holders of the Series 2023-A Bonds.

If LACMTA files for relief under Chapter 9, the parties (including the Trustee and the holders of the Series 2023-A Bonds) may be prohibited from taking any action to collect any amount from LACMTA or to enforce any obligation of LACMTA, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the holders of the Series 2023-A Bonds from funds in the Trustee’s possession. In addition, the procedure pursuant to which the Pledged Tax is

paid directly to the Trustee by CDTFA may no longer be enforceable, and LACMTA may be able to require that the Pledged Tax be paid directly to it by CDTFA.

If LACMTA has possession of Pledged Tax (whether collected before or after commencement of the bankruptcy case) and if LACMTA does not voluntarily pay such moneys to the Trustee, it is not entirely clear what procedures the Trustee or the holders of the Series 2023-A Bonds would have to follow to attempt to obtain possession of such Pledged Tax, how much time it would take for such procedures to be completed, or whether such procedures would ultimately be successful.

The obligations of LACMTA under the Agreement, including its obligations to pay principal of and interest on the Series 2023-A Bonds, are limited obligations and are payable solely from the Pledged Revenues and certain other amounts held by the Trustee under the Agreement. Accordingly, if LACMTA filed for relief under Chapter 9, the owners of the Series 2023-A Bonds may not have any recourse to any assets or revenues of LACMTA other than the Pledged Revenues and other amounts.

In the event of a LACMTA bankruptcy filing, LACMTA may be able to borrow additional money that is secured by a lien on any of its property (including the Pledged Revenues), which lien could have priority over the lien of the Agreement, as long as the bankruptcy court determines that the rights of the owners of the Series 2023-A Bonds will be adequately protected. LACMTA may also be able to cause some of the Pledged Revenues to be released to it, free and clear of lien of the Agreement, as long as the bankruptcy court determines that the rights of the Trustee and the owners of the Series 2023-A Bonds will be adequately protected.

Through a Chapter 9 proceeding LACMTA may also be able, without the consent and over the objection of the Trustee and the owners of the Series 2023-A Bonds, to alter the priority, principal amount, interest rate, payment terms, collateral, maturity date, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Agreement and the Series 2023-A Bonds, as long as the bankruptcy court determines that the alterations are fair and equitable.

As noted in its 2022 Financial Statements (as defined under “FINANCIAL STATEMENTS”), (see “Note III—DETAILED NOTES ON ALL FUNDS—I. Employees’ Retirement Plans” in the Notes to the Financial Statements and the related Required Supplementary Schedules in “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022”), LACMTA has been informed that it has unfunded pension plan actuarial accrued liabilities. In a bankruptcy of LACMTA, the amounts of current and, if any, accrued (unpaid) contributions owed to the California Public Employees’ Retirement System (“CalPERS”), the LACMTA-administered plans, or to any other pension system (collectively the “Pension Systems”), as well as future material increases in required contributions, could create additional uncertainty as to LACMTA’s ability to pay debt service on the Series 2023-A Bonds. Given that municipal pension systems in California are usually administered pursuant to state constitutional provisions and, as applicable, other state and/or municipal law, the Pension Systems may take the position, among other possible arguments, that their claims enjoy a higher priority than all other claims, that Pension Systems are instrumentalities of the State and have the right to enforce payment by injunction or other proceedings outside of a LACMTA bankruptcy case, and that Pension System claims cannot be the subject of adjustment or other impairment under the Bankruptcy Code because that would purportedly constitute a violation of state statutory, constitutional and/or municipal law. It is uncertain how a bankruptcy judge in a bankruptcy of LACMTA would rule on these matters. In addition, this area of law is presently very unsettled. This is because, though the issues of pension underfunding claim priority, pension contribution enforcement, and related bankruptcy plan treatment of such claims (among other pension-related matters) have been the subject of litigation in the Chapter 9 cases of several California municipalities, including Stockton and San Bernardino, the relevant disputes have not been litigated to

decision in the Federal circuit appellate courts, and thus there are no rulings from which definitive guidance can be taken on pension matters in Chapter 9.

There may be delays in payments on the Series 2023-A Bonds while the court considers any of these issues, and any of these issues could result in delays or reductions in payments on, or other losses with respect to, the Series 2023-A Bonds. There may be other possible effects of a bankruptcy of LACMTA that could result in delays or reductions in payments on the Series 2023-A Bonds, or result in losses to the holders of the Series 2023-A Bonds. Regardless of any specific adverse determinations in a LACMTA bankruptcy proceeding, the fact of a LACMTA bankruptcy proceeding could have an adverse effect on the liquidity and market value of the Series 2023-A Bonds.

### **Liability for CalPERS Retirement Funding**

LACMTA participates in CalPERS, and is a member of the Southern California Regional Rail Authority (“Metrolink”), a joint powers authority that participates in CalPERS. Participants in CalPERS may terminate their participation, and CalPERS may, following notice and cure periods, terminate participants that fail to make required contributions or provide required information or no longer exist. California law provides that a terminated agency is liable to CalPERS for any deficit in funding for earned benefits, plus interest and collection costs, and that CalPERS will have a lien on assets of the terminated participant, subject only to a prior lien for wages, for such deficit, interest and costs. Similar provisions impose liability and liens on members of joint powers authorities for the retirement obligations of the joint powers authority. As of June 30, 2022, LACMTA’s net pension liability with respect to the CalPERS administered plan in which LACMTA participates was approximately \$89 million according to LACMTA’s audited financial statements (see APPENDIX B), [and, as of June 30, 2022, Metrolink’s net pension liability was approximately \$[•] million, according to Metrolink’s audited financial statements.] While LACMTA expects to make its required contributions to CalPERS and to strive to ensure that no funding deficit exists in the event of the termination or dissolution of Metrolink or any other joint powers authority of which it becomes a member (or if a funding deficit does exist, to make alternate arrangements to address it), it is possible that a lien could be placed on all of LACMTA’s assets, including the Proposition C Sales Tax Revenues, in the amount of any funding deficit, plus interest and collection costs, and any such lien on Proposition C Sales Tax Revenues would be senior to that securing the Senior Bonds. Also see “— Impact of Bankruptcy of LACMTA.”

### **Voter Initiatives and California State Legislative Action May Impair Proposition C Sales Tax**

Voters have the right to place measures before the electorate in the County or the State and the California State Legislature may take actions to limit the collection and use of the Proposition C Sales Tax. Such initiatives or actions may impact various aspects of the security, source of payment and other credit aspects of the Series 2023-A Bonds. See “PROPOSITION C SALES TAX AND COLLECTIONS— Initiatives and Changes to Proposition C Sales Tax.”

## **DESCRIPTION OF THE SERIES 2023-A BONDS**

### **General**

The Series 2023-A Bonds are limited obligations of LACMTA to be issued pursuant to and secured under the Agreement. In connection with the issuance of the Series 2023-A Bonds, LACMTA will enter into the Thirty-Fourth Supplemental Agreement to provide the terms of the Series 2023-A Bonds and related matters.

The Series 2023-A Bonds will bear interest at the rates and mature in the principal amounts and on the dates shown on the inside cover of this Official Statement. LACMTA will pay interest on each January 1 and July 1, beginning January 1, 2024. Interest on the Series 2023-A Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2023-A Bonds will be issued in fully registered form in denominations of \$5,000 or any integral multiple thereof. Upon initial issuance, the Series 2023-A Bonds will be registered in the name of Cede & Co. as registered owner and nominee of DTC. As long as the Series 2023-A Bonds are registered in such name or in the name of a successor nominee, the ownership of the Series 2023-A Bonds will be evidenced by book-entry as described in “APPENDIX G—BOOK-ENTRY-ONLY SYSTEM.” Purchasers will not receive certificated Series 2023-A Bonds. So long as Cede & Co. is the registered owner of the Series 2023-A Bonds, reference herein to the Bondholders or registered owners will mean Cede & Co. as aforesaid and will not mean the Beneficial Owners of the Series 2023-A Bonds.

So long as Cede & Co. is the registered owner of the Series 2023-A Bonds, principal and redemption price of and interest on the Series 2023-A Bonds are payable by wire transfer of funds by the Trustee to Cede & Co., as nominee of DTC. DTC is obligated, in turn, to remit such amounts to its participants as described herein for subsequent disbursement to the Beneficial Owners. If the Series 2023-A Bonds cease to be held by DTC or by a successor securities depository, the principal and redemption price of the Series 2023-A Bonds will be payable at maturity or earlier redemption upon presentation and surrender of the Series 2023-A Bonds at the corporate trust office or agency of the Trustee, and interest on the Series 2023-A Bonds will be payable by check mailed by first-class mail on each Interest Payment Date to the Owners of the Series 2023-A Bonds as of the Record Date; provided, that Owners of \$1,000,000 or more in aggregate principal amount of Series 2023-A Bonds may arrange for payment by wire transfer of immediately available funds upon written request given to the Trustee at least 15 days prior to an Interest Payment Date.

## **Redemption\***

***Optional Redemption.*** The Series 2023-A Bonds maturing on or before July 1, 20\_\_ are not subject to optional redemption prior to their stated maturities. The Series 2023-A Bonds maturing on and after July 1, 20\_\_ are subject to redemption at the option of LACMTA on or after July 1, 20\_\_, in whole or in part in Authorized Denominations at any time, from any moneys that may be provided for such purpose and at the redemption price of 100% of the principal amount of such Series 2023-A Bonds to be redeemed, plus accrued interest to the date fixed for redemption, without premium.

***Selection of Series 2023-A Bonds to Be Redeemed; Notice of Redemption.*** The Series 2023-A Bonds are subject to optional redemption in such order of maturity as LACMTA may direct and by lot, selected in such manner as the Trustee deems appropriate, within a maturity, provided that for so long as the Series 2023-A Bonds are held by DTC, the interests of the Participants in the particular Series 2023-A Bonds or portions thereof to be redeemed within a maturity will be selected by lot by DTC in such manner as DTC and the Participants may determine. See also “APPENDIX G—BOOK-ENTRY-ONLY SYSTEM.”

The Trustee is required to give notice of redemption to the registered owners affected by such redemption at least 20 days but not more than 60 days before each redemption date, and to send such notice of redemption by first-class mail (or, with respect to Series 2023-A Bonds held by DTC, via electronic means or by an express delivery service for delivery on the next following Business Day). Each notice of redemption will specify the Series 2023-A Bonds to be redeemed; the redemption date; the CUSIP numbers

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\* Preliminary; subject to change.

of the Series 2023-A Bonds to be redeemed; the redemption price; the place or places where amounts due upon such redemption will be payable; if less than all of the Series 2023-A Bonds of a maturity date are to be redeemed, the numbers of the Series 2023-A Bonds and the portions of Series 2023-A Bonds to be redeemed; any conditions to the redemption; and that on the redemption date, and upon the satisfaction of any such condition, the Series 2023-A Bonds to be redeemed will cease to bear interest.

If at the time of mailing of notice of an optional redemption there has not been deposited with the Trustee moneys sufficient to redeem all the Series 2023-A Bonds called for redemption, such notice may, at the election of LACMTA, state that it is conditional, that is, subject to the deposit of the redemption moneys with the Trustee not later than the opening of business one Business Day prior to the scheduled redemption date, and such notice will be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption will be canceled and on such cancellation date notice will be mailed to the holders of such Series 2023-A Bonds that were to be redeemed.

Failure to give any required notice of redemption or any defect therein will not in any matter affect the validity of the call for redemption of any Series 2023-A Bond in respect of which no such failure or defect occurs. In addition, failure to give notice to the EMMA System, the Information Services or the Securities Depositories or any defect therein will not in any manner affect the redemption of any Series 2023-A Bond. Any notice sent as provided above will be conclusively presumed to have been given whether or not actually received by the addressee.

***Effect of Redemption.*** If notice is given as described above under “—*Selection of Series 2023-A Bonds to be Redeemed; Notice of Redemption*” and the moneys for payment of the redemption price are on deposit with the Trustee, the Series 2023-A Bonds called for redemption will be due and payable on the redemption date, interest on such Series 2023-A Bonds will cease to accrue after such date, such Series 2023-A Bonds will cease to be entitled to any lien, benefit or security under the Agreement, and the registered owners of such Series 2023-A Bonds will have no rights under the Agreement after the redemption date other than the right to receive the redemption price for such Series 2023-A Bonds.

## **SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS**

### **Security for the Series 2023-A Bonds**

The Series 2023-A Bonds are limited obligations of LACMTA payable from and secured by a first lien on and pledge of the “Pledged Revenues,” which consist of Pledged Tax plus interest, profits and other income received from the investment of such amounts held by the Trustee (other than amounts in the Rebate Fund). “Pledged Tax” consists of moneys collected as a result of the imposition of the Proposition C Sales Tax, less 20% thereof which constitutes the Local Allocation, less an administrative fee paid to CDTFA in connection with the collection and disbursement of the Proposition C Sales Tax. In addition, the Series 2023-A Bonds are secured by all other amounts held by the Trustee under the Agreement except for amounts held in any debt service reserve fund, the Rebate Fund and the Redemption Fund. Additionally, the Agreement provides that Pledged Tax also includes any Local Allocation that a local jurisdiction authorizes to be pledged to secure the Series 2023-A Bonds, plus such additional sources of revenue, if any, which are hereafter pledged to pay the Series 2023-A Bonds under a subsequent supplemental trust agreement. As of the date of this Official Statement, no local jurisdiction has authorized to be pledged any of its Local Allocation to secure any Senior Bonds, including the Series 2023-A Bonds. Pledged Revenues do not include any Proposition C Sales Tax revenues that are released by the Trustee to (a) the payment of the Proposition C Revolving Obligations (as defined under “PROPOSITION C SALES TAX OBLIGATIONS—Subordinate Lien Obligations”) or any other Subordinate Lien Obligations; (b) LACMTA for the payment, if necessary, of the General Revenue Bonds (as defined under “PROPOSITION C SALES TAX OBLIGATIONS—Other Obligations”); or (c) LACMTA for any other

lawful purposes of LACMTA. LACMTA is not obligated to make payments of principal of and interest on the Series 2023-A Bonds from any other source of funds. The Series 2023-A Bonds are payable from and secured by Pledged Revenues on a parity with LACMTA's outstanding Senior Bonds and additional Senior Bonds and Senior Parity Debt that may be issued in the future. See "—Proposition C Sales Tax Obligations—Senior Obligations" and "PROPOSITION C SALES TAX OBLIGATIONS—Senior Bonds and Senior Parity Debt." For a description of the Proposition C Sales Tax and collections related thereto, see "PROPOSITION C SALES TAX AND COLLECTIONS."

**Neither the faith and credit nor the taxing power of the County, the State or any political subdivision or public agency thereof, other than LACMTA to the extent of the Pledged Revenues and certain other amounts held by the Trustee under the Agreement, is pledged to the payment of the principal of or interest on the Series 2023-A Bonds. LACMTA has no power to levy property taxes to pay the principal of or interest on the Series 2023-A Bonds.**

**The Series 2023-A Bonds are limited obligations of LACMTA and are payable, as to both principal and interest, solely from a first lien on and pledge of the Pledged Revenues and certain other amounts held by the Trustee under the Agreement. Other than Pledged Revenues and such other amounts held by the Trustee under the Agreement, the general fund of LACMTA is not liable, and neither the credit nor the taxing power of LACMTA is pledged, to the payment of the principal of or interest on the Series 2023-A Bonds.**

#### **Proposition C Sales Tax Obligations**

Under the Agreement, LACMTA may issue Senior Bonds and incur Senior Parity Debt, which are secured by a first lien on and pledge of Pledged Revenues. The Series 2023-A Bonds are Senior Bonds. See "*—Senior Obligations*" below.

Pursuant to the Trust Agreement, LACMTA has covenanted and agreed not to issue or incur any obligations that would have a lien on Pledged Revenues senior to the Senior Bonds (including the Series 2023-A Bonds) or any Senior Parity Debt.

Under the Agreement, LACMTA also is authorized to create a charge or lien on Pledged Revenues ranking junior and subordinate to the charge or lien of the Senior Obligations (including the Series 2023-A Bonds). Pursuant to the Subordinate Trust Agreement, LACMTA has issued Subordinate Lien Obligations which are payable from and secured by a pledge and lien on Net Pledged Revenues. See "*—Subordinate Lien Obligations and Other Obligations*" below.

***Senior Obligations.*** Pursuant to the Agreement, LACMTA may issue additional Senior Bonds or incur Senior Parity Debt, which would be payable from and secured by a first lien on and pledge of Pledged Revenues on a parity basis with the Series 2023-A Bonds, if LACMTA delivers to the Trustee a certificate prepared by a Consultant showing that the Pledged Tax collected for any 12 consecutive months out of the 18 consecutive months immediately preceding the issuance of such Senior Bonds or incurrence of Senior Parity Debt, as applicable, was at least equal to 130% of Maximum Annual Debt Service for all Senior Bonds and Senior Parity Debt which will be Outstanding immediately after the proposed issuance of Senior Bonds or incurrence of Senior Parity Debt. This certificate need not be delivered if the Senior Bonds or Senior Parity Debt are being issued or incurred for the purpose of refunding Outstanding Senior Bonds or Senior Parity Debt and certain conditions are met as described in "APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS—TRUST AGREEMENT—Additional Senior Bonds." For a description of the Senior Bonds currently outstanding, see "PROPOSITION C SALES TAX OBLIGATIONS—Senior Bonds and Senior Parity Debt."



Under the Trust Agreement, “Maximum Annual Debt Service” generally means the greatest amount of principal and interest becoming due and payable on all Senior Bonds and Senior Parity Debt in the Fiscal Year in which the calculation is made or in any subsequent Fiscal Year. For the full definition of Maximum Annual Debt Service, including additional details regarding the process for calculation, see “APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS—DEFINITIONS.”

***Subordinate Lien Obligations and Other Obligations.*** Under the Agreement and the Subordinate Trust Agreement, LACMTA may issue additional Subordinate Lien Obligations secured by Net Pledged Revenues. See “PROPOSITION C SALES TAX OBLIGATIONS—Subordinate Lien Obligations.”

In addition, LACMTA has other outstanding obligations which are secured by certain “remaining” Proposition C Sales Tax cash receipts. See “PROPOSITION C SALES TAX OBLIGATIONS—Other Obligations.”

### **Flow of Funds**

Pursuant to an agreement between LACMTA and CDTFA, CDTFA is required to remit the Proposition C Sale Tax receipts directly to the Trustee monthly after deducting CDTFA’s costs of administering the Proposition C Sales Tax. The Trustee immediately transfers the Local Allocation (20% of net Proposition C Sales Tax cash receipts) to LACMTA for disbursement. Under the Agreement, the Trustee is required to deposit into the Revenue Fund and to apply the remaining moneys received from CDTFA (80% of net Proposition C Sales Tax cash receipts), as needed, taking into consideration any other funds previously deposited or applied in such month for such purposes, as follows:

FIRST, to the credit of the Senior Bond Interest Account, an amount equal to the Aggregate Accrued Senior Interest for the current calendar month (which, in general, is equal to 1/6 of the interest coming due on the next Interest Payment Date (see “APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS—DEFINITIONS”)) less any Senior Excess Deposit made with respect to the last preceding calendar month plus any Senior Deficiency existing on the first day of the calendar month plus any amount of interest which has become due and has not been paid and for which there are insufficient funds in the Senior Bond Interest Account or another special account to be used to make such payment;

SECOND, to the credit of the Senior Bond Principal Account, an amount equal to the Aggregate Accrued Senior Principal for the current calendar month (which, in general, is equal to 1/12 of the principal maturing within the next year (see “APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS—DEFINITIONS”)) less any Senior Excess Deposit made with respect to the last preceding calendar month plus any Accrued Senior Premium and any Senior Deficiency existing on the first day of such calendar month plus any amount of principal which has become due and has not been paid and for which there are insufficient funds in the Senior Bond Principal Account or another special account to be used to make such payment;

THIRD, to the credit of the Reserve Fund and any other Debt Service Reserve Funds such portion of the balance, if any, remaining after making the deposits to the Senior Bond Interest Account and the Senior Bond Principal Account as described above, to increase the amount on deposit in the Reserve Fund and such other Debt Service Reserve Funds to an amount equal to the Reserve Fund Requirement for all Reserve Fund Participating Bonds Outstanding and the applicable Debt Service Reserve Fund Requirements, respectively (including such amounts required to reimburse draws on any Reserve Fund Insurance Policy), or if the entire balance is less than the amount necessary, then the entire balance is to be deposited into the Reserve Fund and the Debt Service Reserve Funds on a pro-rata basis with respect to the Outstanding principal amounts of the applicable Senior Bonds secured by the Reserve Fund and the other Debt Service Reserve Funds, and such amounts are to be used to reimburse draws on the applicable Reserve

Fund Insurance Policy prior to replenishing the cash or Permitted Investments formerly on deposit therein (The Series 2023-A Bonds are not secured by the Reserve Fund or any other Debt Service Reserve Fund. See “—The Series 2023-A Bonds Are Not Secured by Any Debt Service Reserve Fund”); and

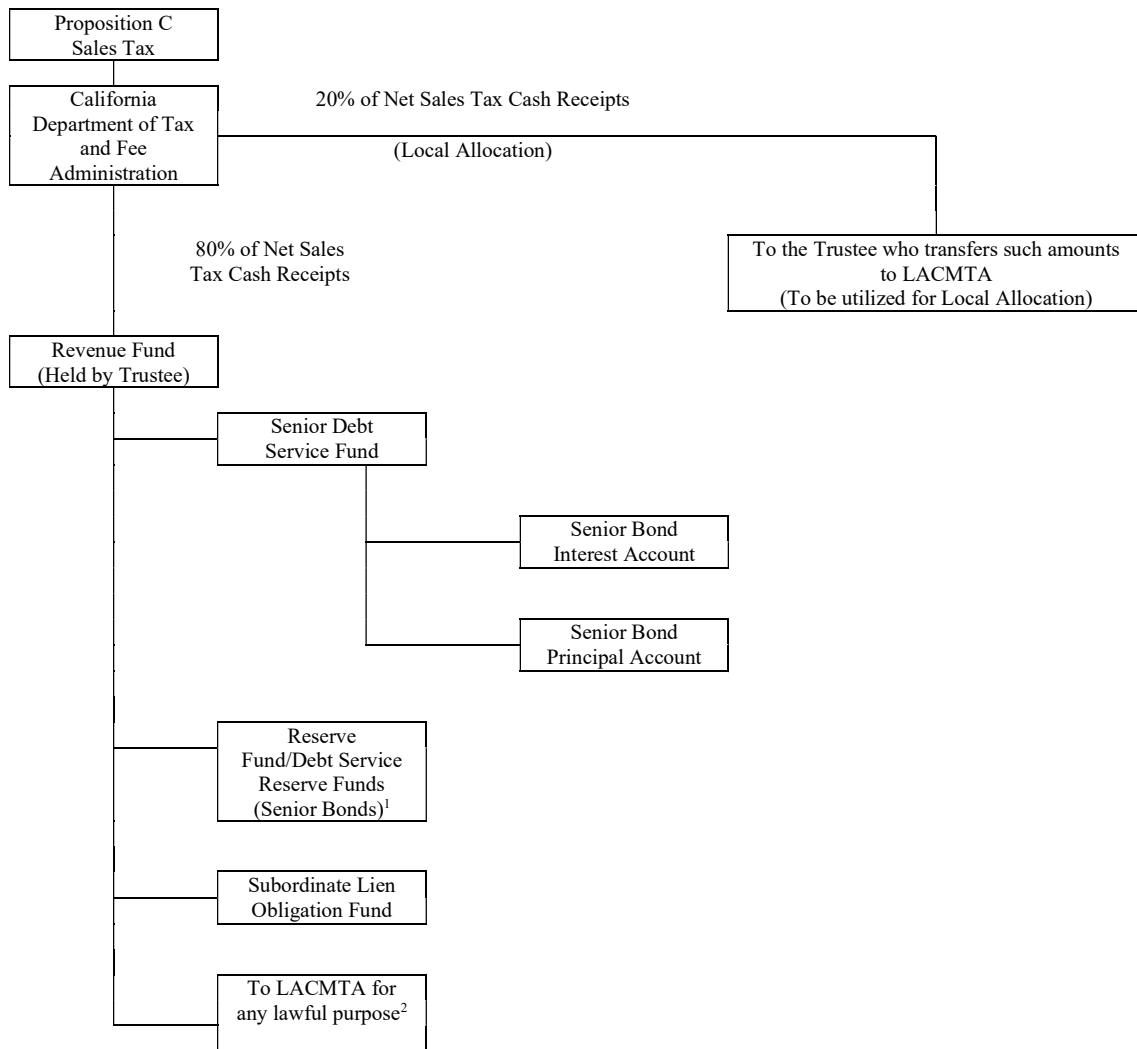
FOURTH, to the accounts in the Subordinate Lien Obligation Fund, amounts sufficient to pay the Subordinate Lien Obligations as further described in the Agreement. Notwithstanding the foregoing, however, if there are insufficient Pledged Revenues in any Fiscal Year to make all of the foregoing deposits, such Pledged Revenues will be allocated to the accounts within the Subordinate Lien Obligation Fund on a pro rata basis based on the amounts required to be deposited therein during such Fiscal Year among all such Subordinate Lien Obligations issued or entered into on a parity basis and in accordance with the rank of the pledge created by such Subordinate Lien Obligations.

After setting aside amounts to be deposited in the Rebate Fund, any remaining funds will then be transferred to LACMTA and will be available to be used for any lawful purpose (including the payment of General Revenue Bonds), and will no longer be pledged to pay debt service on the Senior Bonds.

For additional information regarding withdrawals from the Revenue Fund, see “APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS—TRUST AGREEMENT—Funds and Accounts.”

The following table provides a graphic presentation of the flow of funds for Proposition C Sales Tax cash receipts as of the date of issuance of the Series 2023-A Bonds.

**TABLE 1**  
**Proposition C Sales Tax**  
**Flow of Funds**



<sup>1</sup> The Series 2023-A Bonds are not secured by the Reserve Fund or any other Debt Service Reserve Fund. See “—The Series 2023-A Bonds Are Not Secured by Any Debt Service Reserve Fund.”

<sup>2</sup> All remaining funds are transferred to LACMTA, are released from the lien established under the Trust Agreement, and are thereafter no longer Pledged Revenues under the Trust Agreement.

**The Series 2023-A Bonds Are Not Secured by Any Debt Service Reserve Fund**

The Series 2023-A Bonds are not secured by the Reserve Fund or any other Debt Service Reserve Fund. At the time of issuance of the Series 2023-A Bonds, only the outstanding Senior Bonds issued on or before June 15, 2016 will be secured by the Reserve Fund. See Table 5 under “PROPOSITION C SALES TAX OBLIGATIONS—Senior Bonds and Senior Parity Debt” for additional information on the Senior Bond secured by the Reserve Fund.

## PROPOSITION C SALES TAX AND COLLECTIONS

### The Proposition C Sales Tax

Under the California Public Utilities Code, LACMTA is authorized to adopt retail transactions and use tax ordinances applicable in the incorporated and unincorporated territory of the County in accordance with California's Transaction and Use Tax Law (California Revenue and Taxation Code Section 7251 et seq.), upon authorization by a specified percentage of the electors voting on the issue. In accordance with the County Transportation Commissions Act (Section 130000 et seq. of the California Public Utilities Code (the "Transportation Commissions Act")), the Commission, the predecessor to LACMTA, on August 8, 1990, adopted Ordinance No. 49 ("Ordinance No. 49") which imposed a retail transactions and use tax for public transit purposes. Ordinance No. 49 was submitted to the electors of the County in the form of Proposition C ("Proposition C") and approved at an election held on November 6, 1990. Ordinance No. 49 imposes a tax, effective April 1, 1991, of ½ of 1% of the gross receipts of retailers from the sale of tangible personal property sold at retail in the County and a use tax at the same rate upon the storage, use or other consumption in the County of such property purchased from any retailer for storage, use or other consumption in the County, subject to certain limited exceptions. The retail transactions and use tax imposed by Ordinance No. 49 and approved by the voters with the passage of Proposition C is referred to in this Official Statement as the "Proposition C Sales Tax." As approved by the voters, the Proposition C Sales Tax is not limited in duration. The validity of the Proposition C Sales Tax was upheld in 1992 by the California Court of Appeal in *Vernon v. State Board of Equalization*. See "LITIGATION." See also "APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY—LITIGATION."

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Collection of the Proposition C Sales Tax is administered by CDTFA, which imposes a charge for administration. Such charge is based on the actual costs incurred by CDTFA in connection with the administration of the collection of the Proposition C Sales Tax. In accordance with Ordinance No. 49, LACMTA is required to allocate the proceeds of the Proposition C Sales Tax as follows:

**TABLE 2**  
**Allocation of Proposition C Sales Tax**

Uses	Percentage
To local jurisdictions for local transit based on population (Local Allocation)	20%
To LACMTA for construction and operation of the bus transit and rail system <sup>1</sup>	40
To LACMTA to expand rail and bus security	5
To LACMTA for commuter rail, construction of transit centers, park and ride lots and freeway bus stops	10
To LACMTA for transit related improvements to freeways and state highways	<u>25</u>
Total	<u>100%</u> <sup>2</sup>

<sup>1</sup> Pursuant to the Act of 1998 (as defined below) LACMTA is prohibited from spending Proposition C Sales Tax revenues on the costs of planning, design, construction or operation of any New Subway (as defined below), including debt service on bonds, notes or other evidences of indebtedness issued for such purposes after March 30, 1998. See “—Initiatives and Changes to Proposition C Sales Tax—The Act of 1998” below. The Act of 1998 does not prohibit the use of Measure R Sales Tax or Measure M Sales Tax to pay costs of planning, design, construction or operation of a New Subway.

<sup>2</sup> Up to 1.5% of the non-Local Allocation portion of the Proposition C Sales Tax revenues received by LACMTA may be used by LACMTA to pay administrative costs. Administrative costs are payable only from Proposition C Sales Tax revenues that have been released to LACMTA and are no longer Pledged Revenues. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—Flow of Funds” above.

Source: LACMTA

CDTFA has agreed to remit the Proposition C Sale Tax receipts directly to the Trustee monthly after deducting CDTFA’s costs of administering the Proposition C Sales Tax. The Trustee immediately transfers the Local Allocation (20% of net Proposition C Sales Tax cash receipts) to LACMTA for disbursement. After application of the remaining amounts received from CDTFA (80% of net Proposition C Sales Tax receipts) to certain funds and accounts related to the Senior Bonds in accordance with the Agreement, the Trustee is required to transfer the remaining unapplied Proposition C Sales Tax revenues for deposit to the funds and accounts established and maintained for the Subordinate Lien Obligations. Any Proposition C Sales Tax revenues remaining after the deposits described above are released to LACMTA to be used by LACMTA first, if necessary, to pay debt service on the General Revenue Bonds, and second, for any lawful purposes (subject to the allocation requirements set forth in Ordinance No. 49). The Senior Bonds do not have a lien on and are not secured by any Proposition C Sales Tax revenues that are released by the Trustee and deposited to the funds and accounts established and maintained for the Subordinate Lien Obligations, or the General Revenue Bonds or transferred to LACMTA to be used for any lawful purposes of LACMTA.

The amount retained by CDTFA from collections of Proposition C Sales Tax is based on the total local entity cost reflected in the annual budget of the State, and includes direct, shared and central agency costs incurred by CDTFA. The amount retained by CDTFA is adjusted to account for the difference between CDTFA’s recovered costs and its actual costs during the prior two Fiscal Years. For Fiscal Years 2018 through 2022, CDTFA’s fee for administering the Proposition C Sales Tax was as follows:

<b>Fiscal Year Ended (June 30)</b>	<b>Fee (\$'s in millions)</b>	<b>Percentage of Proposition C Sales Tax Receipts</b>
2018	\$8.7	1.1%
2019	8.9	1.0
2020	9.2	1.1
2021	7.1	0.8
2022	7.9	0.7

Source: LACMTA

CDTFA has advised LACMTA that its fee for Fiscal Year 2023 is estimated to be \$8.9 million. LACMTA assumes that the CDTFA fee may increase incrementally each year. CDTFA can change the fee at its discretion in the future.

Under the Agreement, LACMTA covenants that (a) it will not take any action which will have a material adverse effect upon the Pledged Revenues or the pledge thereof under the Agreement, or the rights of the Owners of the Senior Bonds, including the Series 2023-A Bonds; and (b) it will be unconditionally and irrevocably obligated, so long as any of the Senior Bonds, including the Series 2023-A Bonds, are outstanding and unpaid, to take all lawful action necessary or required to continue to entitle LACMTA to receive the Pledged Revenues at the same rates as provided by law (as of October 1, 1992), to pay from the Pledged Revenues the principal of and interest on the Senior Bonds and to make the other payments provided for in the Agreement.

Under the Act, the State pledges to, and agrees with, the holders of any bonds issued under the Act and with those parties who may enter into contracts with LACMTA pursuant to the Act that the State will not limit or alter the rights vested by the Act in LACMTA until such bonds, together with the interest thereon, are fully met and discharged and the contracts are fully performed on the part of LACMTA. However, the State is not precluded from limiting or altering rights if and when adequate provision has been made by law for the protection of the bondholders or those entering into contracts with LACMTA. Further, such pledge and agreement does not preclude the State from changing the transactions and items subject to the statewide general sales tax and concurrently thereby altering the amount of Proposition C Sales Tax collected. See “RISK FACTORS—California State Legislature or Electorate or Federal Law May Change Items Subject to Proposition C Sales Tax.”

The ½ of 1% Proposition C Sales Tax imposed by LACMTA in the County is in addition to the general sales tax levied statewide by the State (currently 7.25%), the ½ of 1% sales tax imposed by LACMTA pursuant to Ordinance No. 16 of the Commission known as “Proposition A” (such sales tax is referred to herein as the “Proposition A Sales Tax”), the 30-year ½ of 1% sales tax approved by County voters in November 2008 to fund LACMTA transportation projects and operations known as the “Measure R Sales Tax,” the ½ of 1% (increasing to 1% upon the expiration of the Measure R Sales Tax) sales tax approved by County voters in November 2016 to fund LACMTA transportation projects and operations known as the “Measure M Sales Tax,” the 10-year ¼ of 1% sales tax approved by County voters in March 2017 to fund programs to assist the County’s homeless population known as “Measure H Sales Tax,” and the taxes that apply only within certain cities in the County. The cities of Avalon, Downey, El Monte, Inglewood, La Puente and Torrance in the County have each enacted a sales tax of ½ of 1% applicable to transactions within their respective city limits. The cities of Alhambra, Arcadia, Azusa, Bell Gardens, Bellflower, Burbank, Carson, Commerce, Covina, Cudahy, Culver City, Duarte, Gardena, Glendale, Glendora, Hawaiian Gardens, Hawthorne, Huntington Park, Irwindale, La Verne, Lakewood, Lancaster,

Lawndale, Lomita, Monrovia, Montebello, Norwalk, Palmdale, Paramount, Pasadena, Pomona, San Fernando, San Gabriel, Sierra Madre, Signal Hill, South El Monte, Vernon, West Hollywood and Whittier in the County have each enacted a sales tax of  $\frac{3}{4}$  of 1% applicable to transactions within their respective city limits. The cities of Compton, Long Beach, Lynwood, Pico Rivera, Santa Fe Springs, Santa Monica and South Gate in the County have each enacted a sales tax of 1% applicable to transactions within the city's limits. The combined various sales taxes described above results in (a) transactions within the County, and outside the cities of Avalon, Downey, El Monte, Inglewood, La Puente, Torrance, Alhambra, Arcadia, Azusa, Bell Gardens, Bellflower, Burbank, Carson, Commerce, Covina, Cudahy, Culver City, Duarte, Gardena, Glendale, Glendora, Hawaiian Gardens, Hawthorne, Huntington Park, Irwindale, La Verne, Lakewood, Lancaster, Lawndale, Lomita, Monrovia, Montebello, Norwalk, Palmdale, Paramount, Pasadena, Pomona, San Fernando, San Gabriel, Sierra Madre, Signal Hill, South El Monte, Vernon, West Hollywood, Whittier, Compton, Long Beach, Lynwood, Pico Rivera, Santa Fe Springs, Santa Monica and South Gate currently being taxed at an effective rate of 9.50%, (b) transactions within the cities of Avalon, Downey, El Monte, Inglewood, La Puente and Torrance currently being taxed at an effective rate of 10.00%, (c) transactions within the cities of Alhambra, Arcadia, Azusa, Bell Gardens, Bellflower, Burbank, Carson, Commerce, Covina, Cudahy, Culver City, Duarte, Gardena, Glendale, Glendora, Hawaiian Gardens, Hawthorne, Huntington Park, Irwindale, La Verne, Lakewood, Lancaster, Lawndale, Lomita, Monrovia, Montebello, Norwalk, Palmdale, Paramount, Pasadena, Pomona, San Fernando, San Gabriel, Sierra Madre, Signal Hill, South El Monte, Vernon, West Hollywood, Whittier, Compton, Long Beach, Lynwood, Pico Rivera, Santa Monica and South Gate currently being taxed at an effective rate of 10.25%, and (d) transactions within the city of Santa Fe Springs currently being taxed at an effective rate of 10.50% (the Measure H Sales Tax does not apply to transactions in Compton, Long Beach, Lynwood, Pico Rivera, Santa Monica and South Gate because in those cities the sales tax is already at the maximum allowed by law). These tax rates and the items subject to the Proposition C Sales Tax are subject to change. See "RISK FACTORS—California State Legislature or Electorate or Federal Law May Change Items Subject to Proposition C Sales Tax" and "—Increases in Sales Tax Rate May Cause Declines in Proposition C Sales Tax Revenues." See also "APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY—OUTSTANDING DEBT."

### **Initiatives and Changes to Proposition C Sales Tax**

***Proposition 218.*** In 1996, the voters of the State approved Proposition 218, known as the "Right to Vote on Taxes Act." Proposition 218 added Articles XIIC and XIID to the California State Constitution. Among other things, Article XIIC removes limitations, if any, that exist on the initiative power in matters of local taxes, assessments, fees and charges. Even though LACMTA's enabling legislation did not limit the initiative power of the electorate prior to Proposition 218, Proposition 218 has affirmed the right of the voters to propose initiatives that could impact the Proposition C Sales Tax.

***The Act of 1998.*** One such initiative was approved by the voters of the County in 1998 in the form of the "Metropolitan Transportation Authority Reform and Accountability Act of 1998" (the "Act of 1998"). The Act of 1998 prohibits the use of Proposition C Sales Tax and Proposition A Sales Tax (but not the use of Measure R Sales Tax or Measure M Sales Tax) to pay any costs of planning, design, construction or operation of any "New Subway," including debt service on bonds, notes or other evidences of indebtedness issued for such purposes after March 30, 1998. "New Subway" is defined in the Act of 1998 to mean any rail line which is in a tunnel below the grade level of the earth's surface (including any extension or operating segment thereof), except for Segment 1, Segment 2 and Segment 3 (North Hollywood) of the Red Line. The Act of 1998 does not limit the use of Proposition C Sales Tax or Proposition A Sales Tax revenues to provide public mass transit improvements to railroad right of ways. The Act of 1998 does not limit in any way the collection of the Proposition C Sales Tax or the Proposition A Sales Tax; it only limits the uses of such taxes. LACMTA believes that the proceeds of all obligations previously issued by LACMTA which are secured by the Proposition C Sales Tax and/or the Proposition

A Sales Tax have been used for permitted purposes under the Act of 1998. **Therefore, the Act of 1998 has no effect on LACMTA’s ability to continue to use the Proposition C Sales Tax or the Proposition A Sales Tax to secure payment of its outstanding obligations secured by the Proposition C Sales Tax or the Proposition A Sales Tax. Additionally, LACMTA will covenant not to use the proceeds of the Series 2023-A Bonds in a manner inconsistent with the provisions of the Act of 1998, and the Act of 1998 will not limit the ability of LACMTA to secure payment of the Series 2023-A Bonds with a pledge of the Proposition C Sales Tax.**

As required by the Act of 1998, LACMTA contracted with an independent auditor to complete an audit with respect to the receipt and expenditure of Proposition A Sales Tax and Proposition C Sales Tax between the effective dates of Proposition A and Proposition C and June 30, 1998. The independent auditor completed the audit in November 1999. The Act of 1998 further requires LACMTA to contract for an independent audit each subsequent Fiscal Year to determine LACMTA’s compliance with the provisions of Proposition A, Proposition C and the Act of 1998 relating to the receipt and expenditure of Proposition A Sales Tax revenues and Proposition C Sales Tax revenues. [For Fiscal Years 1999 through 2022, the independent auditors determined that LACMTA was in compliance with Proposition A, Proposition C and the Act of 1998 for each such respective Fiscal Year (the “Annual Act of 1998 Audit”)].

In connection with each Annual Act of 1998 Audit, the independent auditor annually audits how LACMTA spends Proposition C Sales Tax revenues during the related Fiscal Year to ensure that it spends those revenues for the categories of use set forth in Proposition C. See “—The Proposition C Sales Tax” above. Each Fiscal Year, a substantial portion of the Proposition C Sales Tax revenues are spent on the payment of principal of and interest on the Senior Bonds. See “COMBINED SENIOR BONDS DEBT SERVICE SCHEDULE.” For purposes of determining LACMTA’s compliance with the categories of use set forth in Proposition C, LACMTA allocates the annual payments of principal and interest with respect to each series of Senior Bonds to the categories of use for which such series of Senior Bonds financed or refinanced.

The Act of 1998 also established the “Independent Citizens’ Advisory and Oversight Committee” (the “Committee”) whose responsibilities include reviewing LACMTA’s annual audit of its receipt and expenditure of Proposition C Sales Tax and Proposition A Sales Tax, the holding of public hearings regarding the annual audit and issuing reports based upon those audits and public hearings. The Committee is made up of five members, of which one member is appointed by the chair of the Los Angeles County Board of Supervisors, one member is appointed by the chair of the Board, one member is appointed by the Mayor of the City of Los Angeles, one member is appointed by the Mayor of the City of Long Beach, and one member is appointed by the Mayor of the City of Pasadena.

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## Historical Proposition C Sales Tax Collections

The following table presents, among other things, collections of net Proposition C Sales Tax revenues and corresponding Pledged Revenues and Senior Bonds debt service coverage ratios for the Fiscal Years ended June 30, 2013 through June 30, 2022.

**TABLE 3**  
**Historical Net Proposition C Sales Tax Revenues,**  
**Local Allocations, Pledged Revenues and Debt Service Coverage**  
**(Dollars in Millions)<sup>1</sup>**

<b>Fiscal Year Ended June 30</b>	<b>Net Sales Tax Revenue</b>	<b>Annual Percentage Change</b>	<b>Allocations to Local Governments</b>	<b>Pledged Revenues<sup>2</sup></b>	<b>Senior Bonds Debt Service Coverage<sup>3</sup></b>
2013	\$ 687.3	5.94%	\$137.5	\$549.9	4.81x
2014 <sup>4</sup>	717.2	4.34	143.4	573.7	4.46
2015	745.6	3.96	149.1	596.5	4.40
2016	763.6	2.41	152.7	610.9	4.52
2017	789.3	3.37	157.9	631.4	4.44
2018	836.5	5.98	167.3	669.2	4.06 <sup>5</sup>
2019	846.5	1.20	169.3	677.2	4.06
2020	824.6	(2.59)	164.9	659.7	3.58 <sup>6</sup>
2021	911.3	10.51	182.3	729.0	4.23
2022	1,091.2	19.74	218.2	873.0	4.56

<sup>1</sup> Reflects Proposition C Sales Tax revenues, reported according to accrual basis accounting, as presented in LACMTA's audited financial statements, less the administrative fee paid to CDTFA but before required allocations to local governments for transit purposes. Rounded to the closest \$100,000.

<sup>2</sup> Proposition C Sales Tax receipts for the Fiscal Years shown, reported according to accrual basis accounting, less required allocations to local governments for transit purposes and less the administrative fee paid to CDTFA.

<sup>3</sup> Based on Senior Bonds debt service for the 12 months ending the immediately following July 1.

<sup>4</sup> LACMTA's Fiscal Year 2014 audited financial statements include an increase in Proposition C Sales Tax revenues and Pledged Revenues of \$61.4 million due to an accounting accrual adjustment resulting in a one-time increase to the reported amount. Amounts shown for Fiscal Year 2014 in this Table 3 are reported and calculated excluding the \$61.4 million accounting accrual adjustment.

<sup>5</sup> The decrease in coverage from Fiscal Year 2017 reflects the issuance of \$454.8 million of LACMTA's Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2017-A in Fiscal Year 2017.

<sup>6</sup> Coverage in Fiscal Year 2020 decreased because of the COVID-19 pandemic and the resulting economic shut-down that began in March 2020.

Source: LACMTA

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The following table sets forth the amount of Proposition C Sales Tax receipts, on a cash basis, received for the most recent nine quarters and the changes in such amounts from the corresponding period in the prior year. Proposition C Sales Tax receipts, on a cash basis for a quarterly period, are determined by Proposition C Sales Tax revenues generated by sales activity generally occurring in the previous quarter, less any amount previously advanced, plus an advance for the first month of the next quarter. For example, for the quarter ending December 31, 2022, reported according to cash basis accounting, Proposition C Sales Tax receipts were approximately \$285.3 million, which receipts generally represented sales activity occurring in July, August and September 2022, less the advances previously received for those quarterly sales, plus an advance for October 2022 sales (received in December).

**TABLE 4**  
**Selected Actual Proposition C Sales Tax Receipts Information**  
**(values are cash basis)**

<b>Quarter Ended</b>	<b>Quarterly Receipts (\$ millions)</b>	<b>Change from Same Period of Prior Year</b>	<b>Rolling 12 Months Receipts (\$ millions)</b>	<b>Change from Same Period of Prior Year</b>
December 31, 2022	\$285.3	8.6%	\$1,120.0	14.7%
September 30, 2022	238.8	5.8	1,097.4	18.6
June 30, 2022	271.2	17.5	1,081.9	24.5
March 31, 2022	279.7 <sup>1</sup>	30.5	1,041.6	30.2
December 31, 2021	262.7 <sup>1</sup>	24.3	976.3	19.3
September 30, 2021	268.3 <sup>1</sup>	26.2	925.0	11.5
June 30, 2021	230.8 <sup>1</sup>	43.1	869.3	3.9
March 31, 2021	214.4 <sup>2</sup>	(8.0)	799.7	(8.9)
December 31, 2020	211.4 <sup>2</sup>	(5.0)	818.3	(5.8)

<sup>1</sup> Proposition C Sales Tax receipts began to recover after March 31, 2021 as COVID-19 vaccines became more widely available and restrictions on businesses were phased out.

<sup>2</sup> Proposition C Sales Tax receipts decreased between March 31, 2020 and March 31, 2021 because of the COVID-19 pandemic and the resulting economic shut-down that began in March 2020.

Source: LACMTA

Proposition C Sales Tax receipts fluctuate based on general economic conditions within the County. To project future Proposition C Sales Tax receipts for budgetary purposes, LACMTA relies on reports from local economists and other publicly available sources of data. LACMTA does not itself develop forecasts of current or future economic conditions. Furthermore, CDTFA does not provide LACMTA with any forecasts of Proposition C Sales Tax receipts for future periods. Therefore, LACMTA is unable to predict with certainty future levels of Proposition C Sales Tax receipts. See “RISK FACTORS—Economic Factors May Cause Declines in Proposition C Sales Tax Revenues” above.

## PROPOSITION C SALES TAX OBLIGATIONS

### General

LACMTA has two priority levels of obligations secured by the Proposition C Sales Tax: its Senior Bonds (which includes the Series 2023-A Bonds) and Senior Parity Debt, and its Subordinate Lien Obligations. In addition, LACMTA has incurred other obligations, which are secured by certain “remaining” Proposition C Sales Tax cash receipts. See “—Other Obligations” below.

## Senior Bonds and Senior Parity Debt

**Senior Bonds.** LACMTA had the following Senior Bonds outstanding as of March 1, 2023, all of which are fixed rate bonds:

**TABLE 5**  
**Los Angeles County Metropolitan Transportation Authority**  
**Proposition C Sales Tax Revenue Bonds, Senior Bonds**  
**(Outstanding as of March 1, 2023)**

Senior Bonds	Outstanding Principal Amount
Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2022-A	\$ 40,475,000
Sales Tax Revenue Bonds, Senior Bonds, Series 2021-A	321,905,000
Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2020-A	28,265,000
Sales Tax Revenue Bonds, Senior Bonds, Series 2019-A (Green Bonds)	418,575,000
Sales Tax Revenue Bonds, Senior Bonds, Series 2019-B	126,425,000
Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2019-C	30,530,000
Sales Tax Revenue Bonds, Senior Bonds, Series 2017-A	402,190,000
Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2016-A <sup>1</sup>	56,540,000
Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2014-A <sup>1,2</sup>	61,180,000
Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-A <sup>1</sup>	16,970,000
Sales Tax Revenue Bonds, Senior Bonds, Series 2013-B <sup>1,2</sup>	243,210,000
Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-C <sup>1,2</sup>	<u>25,440,000</u>
Total	<u>\$1,771,705,000</u>

<sup>1</sup> Secured by Reserve Fund.

<sup>2</sup> Upon the issuance of the Series 2023-A Bonds, all or a portion of the Series 2013-B Bonds, the Series 2013-C Bonds and/or the Series 2014-A Bonds will be refunded and defeased. See “PLAN OF REFUNDING AND APPLICATION OF THE SERIES 2023-A BOND PROCEEDS—Use of Proceeds; Plan of Refunding.”

Source: LACMTA

LACMTA may issue additional Senior Bonds upon the satisfaction of certain conditions contained in the Agreement. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—Proposition C Sales Tax Obligations—*Senior Obligations*.” See “FUTURE TRANSPORTATION IMPROVEMENTS—Capital Planning” in APPENDIX A for a discussion of the Short Range Financial Forecast and LACMTA’s expectation that it will issue additional Senior Bonds in the future to finance certain transit projects.

**Senior Parity Debt.** “Senior Parity Debt” would consist of indebtedness, installment sale obligations, lease obligations or other obligations for borrowed money, or payment obligations under interest swaps or other arrangements having an equal lien and charge upon Pledged Revenues and payable on parity with the Senior Bonds. LACMTA currently has no Senior Parity Debt outstanding. LACMTA may incur Senior Parity Debt upon the satisfaction of certain additional bonds tests. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—Proposition C Sales Tax Obligations—*Senior Obligations*.” Also see “APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS—THE TRUST AGREEMENT—Additional Senior Bonds.”

## Subordinate Lien Obligations

**Proposition C Revolving Obligations.** On June 9, 1993, the Board of Directors of LACMTA authorized the issuance of Subordinate Lien Obligations (in the form of bonds, commercial paper notes and

other obligations) that may be outstanding, at any one time, in a principal amount not to exceed \$150,000,000. The Subordinate Lien Obligations are payable from and secured by Net Pledged Revenues. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—Proposition C Sales Tax Obligations—*Subordinate Lien Obligations*.” LACMTA is currently authorized to issue, from time to time, and have outstanding, at any one time, up to \$150,000,000 in aggregate principal amount of Subordinate Lien Obligations in the form of Subordinate Proposition C Sales Tax Revenue Revolving Obligations (the “Proposition C Revolving Obligations”). As of March 1, 2023, LACMTA had [\$30] million in aggregate principal amount of the Proposition C Revolving Obligations outstanding. LACMTA expects to issue additional Proposition C Revolving Obligations in the future.

All Proposition C Revolving Obligations issued by LACMTA are currently purchased by Bank of the West, in accordance with the terms of a revolving credit agreement (the “Proposition C Revolving Credit Agreement”). The Proposition C Revolving Obligations bear interest at variable rates determined pursuant to the terms of the Proposition C Revolving Credit Agreement.

The following table sets forth certain terms of the Proposition C Revolving Obligations.

<b>Proposition C Revolving Obligations</b>	
<b>Revolving Obligations Bank</b>	Bank of the West
<b>Principal Amount</b>	\$150,000,000
<b>Expiration/Maturity Date</b>	May 30, 2025 <sup>1</sup>

<sup>1</sup> May be converted to a term loan payable in equal quarterly installments beginning nine months after the Expiration/Maturity Date and ending five years after the Expiration/Maturity Date if specified conditions are satisfied.

**Other Obligations**

**General Revenue Bonds.** As of March 1, 2023, there was \$52,290,000 aggregate principal amount of LACMTA’s General Revenue Refunding Bonds (Union Station Gateway Project), Series 2015 (the “General Revenue Bonds”) outstanding. The General Revenue Bonds are secured by a pledge of farebox revenues, fee and advertising revenues (collectively, “General Revenues”) and Proposition A Sales Tax and Proposition C Sales Tax revenues that remain after the application of those revenues to the payment of principal and interest on certain Proposition A Sales Tax-secured obligations, in the case of the Proposition A Sales Tax, and the Senior Bonds (including the Series 2023-A Bonds), any Senior Parity Debt and the Subordinate Lien Obligations (including the Proposition C Revolving Obligations), in the case of the Proposition C Sales Tax. LACMTA’s obligation to pay principal of and interest on the General Revenue Bonds is secured by a lien on Proposition C Sales Tax that is junior and subordinate to the Senior Bonds (including the Series 2023-A Bonds), any Senior Parity Debt and the Subordinate Lien Obligations (including the Proposition C Revolving Obligations) as to the lien on and source and security for payment from Pledged Revenues. [See “APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY—TRANSPORTATION SERVICES—Fareless System Initiative” for a discussion of a pilot program instituted by LACMTA that eliminates the collection of fares on LACMTA’s bus and rail transit system for K-12 and community college students that attend schools in districts that have agreed to participate in the pilot program.]

**Board Policy Limits on Additional Bonds**

Besides the limitations of the additional bonds test noted above under “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—Proposition C Sales Tax Obligations—

Senior Obligations,” the Board-adopted debt policy sets additional limits on the amount of debt secured by the Proposition C Sales Tax that can be issued. This debt policy is reviewed periodically, and sets limits on debt service as a percentage of the use of sales tax revenues for certain allocations of expenditures as set forth in Ordinance No. 49, which levied the tax. These limits are intended to ensure that LACMTA will be able to continue providing essential operational services while planning for replacement, rehabilitation and expansion of capital investments. Under its current debt policy, debt service on LACMTA obligations is limited to 43.75% of its share of Proposition C Sales Tax revenues, which results in a minimum of 2.28 times coverage of debt service. LACMTA annually monitors its compliance with its debt policy limits. LACMTA’s Board is not obligated to maintain its current debt policy and may modify it to allow the issuance of a greater amount of debt secured by the Proposition C Sales Tax in the future.

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**COMBINED SENIOR BONDS DEBT SERVICE SCHEDULE**

The following table shows the combined debt service requirements on LACMTA’s Senior Bonds (including the Refunded Bonds).

**TABLE 6  
Los Angeles County Metropolitan Transportation Authority  
Combined Proposition C Debt Service Schedule  
Senior Bonds<sup>1</sup>**

<b>Bond Years Ending July 1</b>	<b>Previously Issued Senior Bonds Debt Service<sup>2</sup></b>	<b>Series 2023-A Bonds Debt Service</b>			<b>Combined Total Debt Service Senior Bonds</b>
		<b>Principal</b>	<b>Interest</b>	<b>Total Debt Service</b>	
2023	\$ 184,344,338				
2024	159,694,494				
2025	159,652,294				
2026	147,697,294				
2027	144,780,044				
2028	144,778,544				
2029	140,065,294				
2030	138,591,794				
2031	130,203,944				
2032	130,714,444				
2033	130,721,444				
2034	130,719,694				
2035	121,249,944				
2036	121,250,444				
2037	120,735,694				
2038	120,738,725				
2039	98,527,500				
2040	98,530,750				
2041	98,528,000				
2042	98,530,250				
2043	66,257,500				
2044	66,258,250				
2045	23,863,750				
2046	<u>23,866,500</u>				
Total	<u>\$2,800,300,929</u>				

<sup>1</sup> Totals may not add due to rounding.

<sup>2</sup> Includes debt service on the Refunded Bonds. See “PLAN OF REFUNDING AND APPLICATION OF THE SERIES 2023-A BOND PROCEEDS—Use of Proceeds; Plan of Refunding.”

Source: LACMTA and Montague DeRose and Associates, LLC

**LITIGATION**

There is no litigation pending or, to the knowledge of LACMTA, threatened, against LACMTA in any way questioning or affecting the validity of the Series 2023-A Bonds, the imposition and collection of the Proposition C Sales Tax or the pledge of the Pledged Revenues. On March 3, 1992, the California Court of Appeal, in *Vernon v. State Board of Equalization*, upheld the validity of the Proposition C Sales

Tax. Various claims of other types have been asserted against LACMTA. In the opinion of LACMTA, none of such pending claims will materially or adversely affect LACMTA's ability to pay the principal of and interest on the Series 2023-A Bonds. See "APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY—LITIGATION"

## **LEGAL MATTERS**

The validity of the Series 2023-A Bonds and certain other legal matters are subject to the approving opinion of Nixon Peabody LLP, Bond Counsel to LACMTA. The proposed form of the opinion to be delivered by Bond Counsel is attached hereto as APPENDIX E. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. The Los Angeles County Counsel, as General Counsel to LACMTA, and Kutak Rock LLP, as Disclosure Counsel, will pass on certain legal matters for LACMTA. Certain legal matters will be passed upon for the Underwriters by their counsel [•].

## **TAX MATTERS**

### **Federal Income Taxes**

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met subsequent to the issuance and delivery of the Series 2023-A Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2023-A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Series 2023-A Bonds. Pursuant to the Trust Agreement and the Tax and Nonarbitrage Certificate executed by LACMTA in connection with the issuance of the Series 2023-A Bonds (the "Tax Certificate"), LACMTA has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Series 2023-A Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, LACMTA has made certain representations and certifications in the Trust Agreement and the Tax Certificate. Bond Counsel will not independently verify the accuracy of those representations and certifications.

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by LACMTA described above, interest on the Series 2023-A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. For taxable years beginning after December 31, 2022, interest on the Series 2023-A Bonds will be taken into account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the "adjusted financial statement income" of such corporations.

### **State Taxes**

Bond Counsel is also of the opinion that interest on the Series 2023-A Bonds is exempt from personal income taxes of the State of California under present State law. Bond Counsel expresses no opinion as to other State or local tax consequences arising with respect to the Series 2023-A Bonds nor as to the taxability of the Series 2023-A Bonds or the income therefrom under the laws of any state other than the State of California.

## **Original Issue Discount**

Bond Counsel is further of the opinion that the excess of the principal amount of a maturity of the Series 2023-A Bonds over its issue price (i.e., the first price at which price a substantial amount of such maturity of the Series 2023-A Bonds was sold to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (each, a “Discount Bond” and collectively the “Discount Bonds”) constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2023-A Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such issue price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. Owners of the Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

## **Original Issue Premium**

Series 2023-A Bonds sold at prices in excess of their principal amounts are “Premium Bonds”. An initial purchaser with an initial adjusted basis in a Premium Bond in excess of its principal amount will have amortizable bond premium which offsets the amount of tax-exempt interest and is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, over the period to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Series 2023-A Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

## **Ancillary Tax Matters**

Ownership of the Series 2023-A Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Series 2023-A Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Series 2023-A Bonds is subject to information reporting to the Internal Revenue Service (the “IRS”) in a manner similar to interest paid on taxable obligations. In addition, interest on the Series 2023-A Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner’s taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.



Bond Counsel is not rendering any opinion as to any federal tax matters other than those described in the opinions attached as APPENDIX E. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2023-A Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

### **Changes in Law and Post Issuance Events**

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Series 2023-A Bonds for federal or state income tax purposes, and thus on the value or marketability of the Series 2023-A Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Series 2023-A Bonds from gross income for federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Series 2023-A Bonds may occur. Prospective purchasers of the Series 2023-A Bonds should consult their own tax advisors regarding the impact of any change in law on the Series 2023-A Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Series 2023-A Bonds may affect the tax status of interest on the Series 2023-A Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Series 2023-A Bonds, or the interest thereon, if any action is taken with respect to the Series 2023-A Bonds or the proceeds thereof upon the advice or approval of other counsel.

### **MUNICIPAL ADVISOR**

LACMTA has retained Montague DeRose and Associates, LLC, as Municipal Advisor (the “Municipal Advisor”) for the sale of the Series 2023-A Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification, or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

### **FINANCIAL STATEMENTS**

The financial statements of LACMTA for the Fiscal Year ended June 30, 2022 and the Management’s Discussion and Analysis and certain supplementary information, and the Independent Auditors’ Report of Crowe LLP, independent accountants, dated January 24, 2023 (collectively, the “2022 Financial Statements”) are included as “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022.” The 2022 Financial Statements, included in this Official Statement, have been audited by Crowe LLP, independent accountants, as stated in their Report appearing in APPENDIX B. LACMTA has not requested, nor has Crowe LLP given, Crowe LLP’s consent to the inclusion in APPENDIX B of its Report on such 2022 Financial Statements. In addition, Crowe LLP has not performed any post-audit review of the financial condition of LACMTA and has not reviewed this Official Statement.

### **CERTAIN ECONOMIC AND DEMOGRAPHIC INFORMATION**

Certain economic and demographic information about the County is included in “APPENDIX C—LOS ANGELES COUNTY ECONOMIC AND DEMOGRAPHIC INFORMATION.” The economic and demographic information provided has been collected from sources that LACMTA considers to be reliable.

Because it is difficult to obtain timely economic and demographic information, the economic condition of the County may not be fully apparent in all of the publicly available local and regional economic statistics provided herein. In particular, the economic statistics provided herein may not fully capture the impact of current economic conditions.

### **VERIFICATION OF MATHEMATICAL COMPUTATIONS**

Causey Demgen & Moore P.C., will verify, from the information provided to them, the mathematical accuracy of the computations contained in the provided schedules to determine that the amounts to be deposited to the respective Escrow Accounts will be sufficient to (a) pay on July 1, 2023 the principal of and interest on the Refunded Series 2013-B Bonds maturing on July 1, 2023, (b) pay on July 1, 2023 the principal of and interest on the Refunded Series 2013-C Bonds maturing on July 1, 2023, and (c) redeem on July 1, 2023 the Refunded Series 2013-B Bonds maturing on and after July 1, 2024, the Refunded Series 2013-C Bonds maturing on and after July 1, 2024 and the Refunded Series 2014-A Bonds at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon. Causey Demgen & Moore P.C. will express no opinion on the assumptions provided to them, nor as to the exemption from taxation of the interest on the Series 2023-A Bonds.

### **CONTINUING DISCLOSURE**

At the time of issuance of the Series 2023-A Bonds, LACMTA will execute a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”), which will provide for disclosure obligations on the part of LACMTA. Under the Continuing Disclosure Certificate, LACMTA will covenant for the benefit of Owners and Beneficial Owners of the Series 2023-A Bonds to provide, by not later than March 31 of each year (commencing March 31, 2024), certain financial information and operating data relating to LACMTA for the immediately preceding Fiscal Year (the “Annual Reports”), and to provide notices of the occurrence of certain enumerated events (the “Listed Events”). The Annual Reports and the notices of Listed Events will be filed with the MSRB through its EMMA System. See “APPENDIX F—FORM OF CONTINUING DISCLOSURE CERTIFICATE.” LACMTA has become aware that some information that was made available in a timely manner on the EMMA System pursuant to LACMTA’s continuing disclosure obligations was not linked to the CUSIP numbers for all affected series of bonds. LACMTA has corrected this issue. In addition, LACMTA has also become aware that the Trustee did not file a notice with respect to a defeasance that occurred in 2018 until 24 days after the defeasance occurred. Lastly, LACMTA has become aware that in a few instances, notices of changes in ratings on some of its bonds were not filed in a timely manner. LACMTA has made corrective filings regarding these ratings changes.

### **UNDERWRITING**

The Series 2023-A Bonds will be purchased by [•] (collectively, the “Underwriters”), from LACMTA at a price of \$\_\_\_\_\_ (which represents the par amount of the Series 2023-A Bonds, plus an original issue premium of \$\_\_\_\_\_, less an original issue discount of \$\_\_\_\_\_, less an underwriters’ discount of \$\_\_\_\_\_), subject to the terms of a purchase contract (the “Purchase Contract”), between [•], as representative of the Underwriters, and LACMTA.

The Purchase Contract provides that the Underwriters will purchase all of the Series 2023-A Bonds if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Purchase Contract, the approval of certain legal matters by counsel, and certain other conditions. The initial public offering prices of the Series 2023-A Bonds set forth on the inside front cover hereof may be changed from time to time by the Underwriters. The Underwriters may offer and sell the

Series 2023-A Bonds into unit investment trusts or money market funds at prices lower than the public offering prices stated on the inside front cover hereof.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for LACMTA, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans, credit cards and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve assets, securities and/or instruments of LACMTA. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities and/or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and/or instruments.

## RATINGS

Moody's Investors Service, Inc. ("Moody's") has assigned a rating of "[•]" ([•] outlook) and S&P Global Ratings ("S&P") has assigned a rating of "[•]" ([•] outlook) to the Series 2023-A Bonds. Such credit ratings reflect only the views of such organizations and any desired explanation of the meaning and significance of such credit ratings, including the methodology used and any outlook thereon, should be obtained from the rating agency furnishing the same, at the following addresses: Moody's, 7 World Trade Center, 250 Greenwich Street, 23<sup>rd</sup> Floor, New York, New York 10007; and S&P, 55 Water Street, New York, New York 10041. Other Senior Bonds have received ratings from other rating agencies. Generally, a rating agency bases its credit rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the ratings will remain in effect for any given period of time or that any such rating will not be revised, either downward or upward, or withdrawn entirely, or a positive, negative or stable outlook announced, by the applicable rating agency, if, in its judgment, circumstances so warrant. LACMTA undertakes no responsibility to bring to the attention of the Owners of the Series 2023-A Bonds any announcement regarding the outlook of any rating agency with respect to the Series 2023-A Bonds. Any downward revision or withdrawal or announcement of negative outlook could have an adverse effect on the market price of the Series 2023-A Bonds. Maintenance of ratings will require periodic review of current financial data and other updated information by the assigning agencies.

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**ADDITIONAL INFORMATION**

Additional information may be obtained upon request from the office of the Treasurer of the Los Angeles County Metropolitan Transportation Authority, One Gateway Plaza, 21<sup>st</sup> Floor, Los Angeles, California 90012, Attention: Treasury Department, Email: TreasuryDept@metro.net, Telephone: (213) 922-2554, or from LACMTA’s Municipal Advisor, Montague DeRose and Associates, LLC, 30700 Russell Ranch Road, Suite 250, Westlake Village, CA 91362, Telephone: (805) 496-2211. LACMTA maintains a website at <http://www.metro.net> and certain social media sites. Information on such website and social media sites is not part of this Official Statement and such information has not been incorporated by reference in this Official Statement and should not be relied upon in deciding whether to invest in the Series 2023-A Bonds.

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By \_\_\_\_\_  
Deputy Executive Officer, Finance

## APPENDIX A

### LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

#### GENERAL

*Prospective purchasers of the Series 2023-A Bonds should be aware that the following discussion of the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) is intended as general information only. The Series 2023-A Bonds are limited obligations of LACMTA payable from Pledged Revenues, which consist primarily of proceeds of the Proposition C Sales Tax. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS” in the front part of this Official Statement.*

#### **Establishment; Jurisdiction**

LACMTA is the largest public transit operator west of Chicago. As the principal transit provider in the southern California region, LACMTA serves about [75%] of all transit trips within its 1,433 square mile service area, carrying an estimated 646,000 passengers per weekday on buses and an estimated 175,000 passengers on rail for the quarter ended December 31, 2022. LACMTA operates four light rail lines, serving 80 stations along 80 miles of track and two heavy rail lines that serve 16 stations along 17.4 miles of track. In addition to the transit services provided by LACMTA, it also provides funding to 40 other municipal operators that offer fixed route service and more than 100 other local return and non-profit agencies that provide community-based transportation. LACMTA also provides highway construction funding and traffic flow management.

LACMTA was established in 1993 pursuant to the provisions of Section 130050.2 et seq. of the California Public Utilities Code (the “LACMTA Act”). LACMTA is the consolidated successor entity to both the Southern California Rapid Transit District (the “District”) and the Los Angeles County Transportation Commission (the “Commission”). As the consolidated successor entity, LACMTA succeeded to all powers, duties, rights, obligations, liabilities, indebtedness, bonded or otherwise, immunities and exemptions of the Commission and the District, including the Commission’s responsibility for planning, engineering and constructing a county-wide rail transit system. The Commission was authorized, subject to approval by the electorate of the County of Los Angeles (the “County”), to adopt a retail transactions and use tax ordinance, with the revenues of such tax to be used for public transit purposes. On November 6, 1990, the voters of the County approved the Proposition C Sales Tax pursuant to Ordinance No. 49. The Proposition C Sales Tax is in addition to a ½ of 1 percent sales tax imposed by LACMTA beginning in 1980 known as “Proposition A Sales Tax,” a 30-year ½ of 1 percent sales tax imposed by LACMTA beginning in 2009 known as the “Measure R Sales Tax,” and a ½ of 1 percent sales tax imposed by LACMTA beginning in 2017 known as “Measure M Sales Tax.”

#### **Board of Directors**

LACMTA is governed by a 14-member Board of Directors (the “Board”). The Board is composed of the five members of the Board of Supervisors of the County of Los Angeles, the Mayor of the City of Los Angeles, two public members and one member of the City Council of the City of Los Angeles appointed by the Mayor of the City of Los Angeles, four members who are either a mayor or a member of a city council of a city in the County (other than the City of Los Angeles) and who have been appointed by the Los Angeles County City Selection Committee (comprised of individuals appointed by the Mayors of each city in the County), and a non-voting member appointed by the Governor.

The Board of LACMTA exclusively exercises and discharges the following powers and responsibilities: (a) establishment of overall goals and objectives, (b) adoption of the aggregate budget for all of its organizational units, (c) designation of additional municipal bus operators under criteria enumerated in the LACMTA Act, (d) approval of all final rail corridor selections, (e) final approval of labor contracts covering employees of LACMTA and its organizational units, (f) establishment of LACMTA’s organizational structure, (g) conducting hearings and setting fares for the operating organizational units, (h) approval of transportation zones, (i) approval of any debt instrument with a maturity date exceeding the end of the Fiscal Year in which it is issued, (j) approval of benefit assessment districts and assessment rates and (k) approval of contracts for construction and transit equipment acquisition which exceed \$5,000,000 and making findings in connection with certain procurement decisions.

The current members of the Board are provided below.

<b>Member<sup>1</sup></b>	<b>Appointing Authority</b>
Ara Najarian, <i>Chair</i>	Member, Glendale City Council (appointee of Los Angeles County City Selection Committee)
Jacquelyn Dupont-Walker, <i>First Vice-Chair</i>	Appointed by Mayor of Los Angeles
Janice Hahn, <i>Second Vice-Chair</i>	Board of Supervisors of the County of Los Angeles, Fourth Supervisorial District
Kathryn Barger	Board of Supervisors of the County of Los Angeles, Fifth Supervisorial District
Karen Bass	Mayor of Los Angeles
James T. Butts, Jr.	Mayor, City of Inglewood (appointee of Los Angeles County City Selection Committee)
Fernando Dutra	Member, Whittier City Council (appointee of Los Angeles County City Selection Committee)
Lindsey Horvath	Board of Supervisors of the County of Los Angeles, Third Supervisorial District
Paul Krekorian	Los Angeles City Council (Appointed by Mayor of Los Angeles)
Holly Mitchell	Board of Supervisors of the County of Los Angeles, Second Supervisorial District
Tim Sandoval	Mayor of Pomona (appointee of Los Angeles County City Selection Committee)
Hilda L. Solis	Board of Supervisors of the County of Los Angeles, First Supervisorial District
Gloria Roberts (Interim), <i>[Non-Voting Member]</i>	Interim Director of the California Department of Transportation, District 7

<sup>1</sup> There is currently one vacancy on the Board.

## Management

**General.** The management of LACMTA is carried out under the direction of its Chief Executive Officer, who performs any duties delegated to him or her by the Board. The Board also appoints a General Counsel, Inspector General, Chief Ethics Officer and Board Secretary. The Chief Executive Officer serves at the pleasure of the Board, as do the General Counsel, Inspector General, Chief Ethics Officer and Board Secretary. Certain of LACMTA’s executives and a brief biography of each executive are provided below.

**Chief Executive Officer.** Stephanie Wiggins became Chief Executive Officer of LACMTA in May 2021. Prior to becoming the Chief Executive Officer of LACMTA she was the Chief Executive Officer of Metrolink. Prior to joining Metrolink, Ms. Wiggins was the Deputy Chief Executive Officer of LACMTA, where she assisted the Chief Executive Officer in providing leadership and formulating and achieving strategic public transportation objectives, including the passage of Measure M. She received her Bachelor of Arts degree in Business Administration from Whittier College, and a Master of Business Administration from the USC Marshall School of Business.

**Chief Financial Officer.** Nalini Ahuja was appointed as Executive Director, Finance and Budget in February 2014 (renamed Chief Financial Officer in July 2016). Prior to her appointment as Executive Director, Finance and Budget, Ms. Ahuja served as LACMTA’s Executive Director, Office of Management, Budget & Local Programming from 2010 to 2012, at which point her duties were expanded to include oversight of LACMTA’s Transit Access Pass (“TAP”) operations. As Chief Financial Officer, she is responsible for oversight of LACMTA’s Office of Management, Budget, Local Programming & TAP operations and the agency’s Financial Services including accounting and treasury functions. She has also served LACMTA as Director, Countywide Planning; Transportation Manager V, Local Programming; Acting Budget Director, Office of Management & Budget; and Project Manager, South Bay Area Team. Ms. Ahuja began her career with LACMTA’s predecessor, the Los Angeles County Transportation Commission, in 1986, as a technical and administrative analyst, which led to her position as Project Manager with the South Bay Area Team in 1990. Ms. Ahuja earned a bachelor’s degree in Economics from Miranda House, University of Delhi as well as a master’s degree in Economics from Delhi School of Economics and a master’s degree in Urban Planning from UCLA.

## **Public Transportation Services Corporation**

In December 1996, LACMTA created the Public Transportation Services Corporation (“PTSC”), a nonprofit public benefit corporation organized under the laws of the State. PTSC was created in order to transfer certain functions, then performed by LACMTA, and the employees related to those functions, to this new corporation. As of March 1, 2023, approximately [●] employees of LACMTA belong to PTSC. The purpose of PTSC is to conduct essential public transportation activities including but not limited to the following: (a) to coordinate multimodal multi-jurisdictional transportation planning; (b) to program federal, State and local funds for transportation projects County-wide within the County; (c) to oversee construction; (d) to provide certain administrative services to the Los Angeles County Service Authority for Freeway Emergencies and the Southern California Regional Rail Authority; (e) to provide administrative support and security services for the foregoing and to the operation of LACMTA’s bus and rail system; and (f) such other activities and services as it deems necessary. One advantage of PTSC is that it allows its employees, including those transferred from LACMTA, to participate in the California Public Employees’ Retirement System.

## **TRANSPORTATION SERVICES**

LACMTA is a multi-faceted transportation agency responsible for the coordination of transportation policy, funding and planning within the County as well as the development and operation of bus, light rail and heavy rail within the greater Los Angeles region. This breadth of services distinguishes LACMTA from other transportation agencies across the country.

During the COVID-19 pandemic, ridership on LACMTA’s bus and rail systems has declined significantly. Average weekday ridership for Fiscal Year 2022 was approximately [●] compared to [●] for Fiscal Year 2019 (the last full-Fiscal Year prior to the start of the COVID-19 pandemic), a [●]% decrease. For the first six months of Fiscal Year 2023, average weekly ridership on LACMTA’s bus and rail systems [increased] to approximately [●] compared to [●] for the first six months of Fiscal Year 2022. LACMTA

cannot predict when, if ever, ridership on its bus and rail systems will return to pre-COVID-19 levels. The Series 2023-A Bonds are limited obligations of LACMTA payable from Pledged Revenues, which consist primarily of proceeds of the Proposition C Sales Tax, and are not payable from farebox revenues collected from riders of LACMTA’s bus and rail systems or other revenues of LACMTA.

## **Bus System**

LACMTA operates the second largest bus system in the United States. LACMTA provides bus service within its service area in the County and to portions of Orange and Ventura Counties, operating a vehicle fleet of approximately [2,500] buses. LACMTA’s bus system covers over [120] routes and serves over [13,000] bus stops, including [two] premium bus rapid transit dedicated busways. System-wide, LACMTA buses provide approximately [●] million revenue service hours annually with an average of approximately 616,100 boardings per weekday on a system-wide basis for the fiscal quarter ended December 31, 2022 and total boardings of 49.8 million for the fiscal quarter ended December 31, 2022. In addition, LACMTA contracts with outside service providers, with an average of approximately 29,900 boardings per weekday for the fiscal quarter ended December 31, 2022 and total boardings of 2.4 million for the fiscal quarter ended December 31, 2022. Virtually all of LACMTA’s bus fleet is composed of compressed-natural gas (“CNG”) powered buses. As of January 1, 2023, the average age of LACMTA’s bus fleet was approximately [6.4] years. In July 2017, the LACMTA Board approved the purchase of approximately 95 electric buses to be added to its fleet and LACMTA is targeting a conversion of the entire fleet to zero emission vehicles by 2030.

***Metro Rapid Bus.*** In June 2000, LACMTA launched the Metro Rapid Demonstration Program (“Metro Rapid”). The Metro Rapid Program provides fast, frequent regional bus service throughout the County. Key features of the Metro Rapid Program include simple route layouts, frequent service, fewer stops, low-floor buses to facilitate boarding and alighting, color-coded buses and stations, and traffic signal priority. Initially, Metro Rapid consisted of two lines—one along Ventura Boulevard in the San Fernando Valley and the other along the Wilshire/Whittier transit corridor. Today, [25] Metro Rapid corridors are operating, covering approximately [400] miles in the City of Los Angeles, the County and [34] other cities. In addition to LACMTA, Santa Monica’s Big Blue Bus, Culver City Bus and Torrance Transit operate Metro Rapid.

***Metro G Line (Orange Line).*** The Metro G Line (formerly known as the Metro Orange Line) is a 18-mile Bus Rapid Transit service that operates along an exclusive right-of way and transports thousands of commuters between Warner Center in the west San Fernando Valley to the Metro B Line subway station in North Hollywood. The Metro G Line buses operate in exclusive lanes along a 13-mile stretch of LACMTA-owned right-of-way and one mile in mixed flow traffic on public streets. The Metro G Line has 18 stations, each located roughly one mile apart, with park and ride facilities at seven stations providing approximately 4,700 parking spaces. The Metro G Line Extension Project, which opened in June 2012, extended the Metro G Line four-miles north from the Canoga park-and-ride lot to the Chatsworth Amtrak/MetroLink Station.

## **Highway/ExpressLanes System**

The ExpressLanes Program is a cooperative effort between California Department of Transportation (“Caltrans”) and LACMTA, and was originally funded through a combination of federal, State and local resources. As part of a congestion reduction demonstration program, LACMTA converted I-10 and I-110 High Occupancy Vehicle (“HOV”) Lanes to Express Lanes and provided the choice for drivers of single occupant vehicles to pay to travel in a high occupancy lane, based on dynamic congestion pricing. The general-purpose lanes on these highways are not tolled. Current funding is provided by toll revenues generated by the Express Lanes. This program also includes improvements to the transit service



along the freeways, and has funded transit facility and roadway improvements and provided funding to enhance system connectivity. In early 2017, the LACMTA Board approved a plan to convert additional existing HOV lanes to ExpressLanes in phases over the next 30 years.

## **Rail System**

**General.** In 1992, the Commission developed a comprehensive rail rapid transit system development plan (the “Rail System”) which has been revised from time to time. The Rail System currently consists of four light rail lines: the Metro A Line (formerly known as the Metro Blue Line), Metro C Line (formerly known as the Metro Green Line), Metro L Line (formerly known as the Metro Gold Line), including the L Line Eastside Extension, and the Metro E Line (formerly known as the Exposition Line); and two heavy rail lines: Metro B Line (formerly known as the Metro Red Line) and the Metro D Line (formerly known as the Metro Purple Line). The Rail System covers [98] miles and serves [93] stations, with weekday estimated ridership of approximately 175,000 for the fiscal quarter ended December 31, 2022.

**Metro A Line (Blue Line).** The Metro A Line is an approximately 22 mile light rail line that extends from downtown Los Angeles, where it links to the Metro B Line, to the City of Long Beach. The Metro A Line passes through portions of the cities of Los Angeles, Long Beach, Compton, Carson and other cities, and certain unincorporated areas of the County. The Metro A Line consists of a dual-track line with [22] stations and a primary maintenance facility (which also supports vehicles from the Metro C Line) and yard located in Long Beach adjacent to the Long Beach Freeway with a storage and maintenance capacity of [89] vehicles. Passenger service began in July 1990. The Metro A Line had estimated ridership of approximately 2.7 million for the fiscal quarter ended December 31, 2022.

**Metro C Line (Green Line).** The Metro C Line is a [19.5]-mile light rail line linking the El Segundo employment area near the Los Angeles International Airport to the City of Norwalk near the San Gabriel River Freeway. The Metro C Line has [14] stations including a station that intersects the Metro A Line and one that provides passenger connections to the Harbor Freeway Transitway, an elevated busway developed by Caltrans. The Metro C Line began operations in August 1995, and had estimated ridership of approximately 1.4 million for the fiscal quarter ended December 31, 2022.

**Metro L Line (Gold Line).** The Metro L Line is a 31-mile light rail line which links East Los Angeles to downtown Los Angeles (where it links to the Metro B Line) before heading northward into the San Gabriel Valley. The Metro L Line has undergone two extensions since operations originally began in July 2003. The Metro L Line currently consists of [26] stations. Estimated ridership for the entire Metro L Line was approximately 1.4 million for the fiscal quarter ended December 31, 2022.

The Metro L Line is being further extended as discussed below under “FUTURE TRANSPORTATION PROJECTS—Transit Projects—*L Line Foothill Extension.*”

**Metro E Line (Exposition Line).** The Metro E Line is an approximately [15.2] mile long light rail line that runs from downtown Los Angeles to Santa Monica along the Exposition Boulevard corridor. The first portion of the Metro E Line opened in June 2012 and extended approximately [8.6] miles from downtown Los Angeles to Culver City. The second portion, which began revenue operations in May 2016, extends [6.6] miles westward from Culver City to downtown Santa Monica and added seven stations to the Metro E Line. Estimated ridership for the Metro E Line was more than 2.3 million for the fiscal quarter ended December 31, 2022.

**Metro B Line (Red Line) and Metro D Line (Purple Line).** The Metro B Line and Metro D Line were designed as state-of-the-art, modern heavy rail subway lines comparable to transit systems in San

Francisco, Atlanta and Washington, DC. The Metro B Line and Metro D Line are dual-rail steel-wheeled, high speed rapid subway systems that originally were to consist of a 19.7 mile 18-station line that was to connect the Los Angeles central business district to the San Fernando Valley, through the Wilshire Corridor and Hollywood, and to East Los Angeles through Union Station. However, due to the “Metropolitan Transportation Authority Reform and Accountability Act of 1998” (the “Act of 1998”) and federal and State funding shortfalls, the development of the Metro B Line and the Metro D Line were significantly reduced, including the indefinite suspension of certain extensions. The Act of 1998 prohibits LACMTA from utilizing any of the Proposition A Sales Tax or the Proposition C Sales Tax revenues for the costs of planning, design, construction or operation of any new subway, including debt service on any obligations issued for such purposes after March 30, 1998. However, the Act of 1998 did not prohibit LACMTA from continuing the construction of the Metro B Line and the Metro D Line as long as such design, construction and operation are paid from other sources.

The Metro B Line was constructed in segments. Segment 1 from Union Station to Alvarado Street opened in January 1993. Segment 2 extended west from Alvarado Street to Vermont Avenue where it branches north to Hollywood Boulevard/Vine Street and west to Wilshire Boulevard/Western Avenue. The west branch became operational in July 1996 and was renamed the Metro Purple Line (now known as the Metro D Line) in August 2006. Segment 3 extending the north branch from Hollywood/Vine to North Hollywood opened in June 2000. The Metro B Line is [14.9] miles long with 14 stations. LACMTA is in the process of extending the Metro D Line from its current terminus at Wilshire/Western to the westside of Los Angeles. This project is described under “FUTURE TRANSPORTATION IMPROVEMENTS—Transit Projects” below. Estimated ridership for the entire Metro B and Metro D Lines was approximately 6.5 million for the fiscal quarter ended December 31, 2022.

***Commuter Rail.*** The Southern California Regional Rail Authority (“SCRRA”) oversees commuter rail services in the region that includes Los Angeles, Riverside, Ventura, Orange, San Bernardino and San Diego Counties. SCRRA operates the Metrolink system, which consists of seven lines totaling 538 miles and 61 stations and is primarily geared toward providing commuter rail service from outlying communities to downtown Los Angeles. LACMTA is the Los Angeles County participant in SCRRA and contributes funds to SCRRA. Other participants include the Orange County Transportation Authority, the Riverside County Transportation Commission, the San Bernardino Association of Governments and the Ventura County Transportation Authority.

## **Transit System Enterprise Fund**

LACMTA accounts for the revenues and expenses of its transit system as an enterprise fund, separate from accounting of its governmental funds, such as the Proposition A, Proposition C, Measure R and Measure M Sales Tax revenues. See “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022.” As indicated in APPENDIX B and as is generally true with large transit systems, the operating expenses for LACMTA’s transit system greatly exceed operating revenues. The Proposition A, Proposition C, Measure R and Measure M Sales Tax revenues are a primary source of funding for the transit system. Additionally, LACMTA relies heavily on other local, State and federal sources to pay for operating expenses and capital improvements. LACMTA is currently undertaking future transit improvements to the transit system, which require substantial investment and increase operating costs. As the system expands, LACMTA is committed to looking for additional revenue sources, to re-prioritize existing and new programs, and to regularly reassessing the service provided to minimize duplication and improve efficiency. Proposition C Sales Tax revenues are available to pay operating expenses only after debt service on the Senior Bonds and certain other amounts are paid. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—Flow of Funds” in the front part of this Official Statement.

## Fareless System Initiative

[Update to come] In September 2020, LACMTA established a taskforce to study the idea of eliminating the collection of fares on its bus and rail transit system, either for all riders or for specified subgroups. For the fiscal years ended June 30, 2021, 2020 and 2019, LACMTA collected approximately \$20.4 million, \$184.6 million and \$265.2 million of fares from riders of its bus and rail transit system, respectively. In addition to the loss of farebox revenues, if LACMTA were to eliminate the collection of fares, it expects that operating and maintenance costs would increase because more people would ride the buses, light rail and subways which would result in additional costs for cleaning, security and maintenance of the bus and rail transit system. None of the Measure R Sales Tax Obligations, the Proposition A Sales Tax Obligations or the Proposition C Sales Tax Obligations are secured by or payable from farebox revenues. However, LACMTA's General Revenue Refunding Bonds (Union Station Gateway Project), Series 2015 (the "General Revenue Bonds") are secured by and are payable from the farebox revenues. Additionally, the General Revenue Bonds are secured by "remaining" Proposition A Sales Tax revenues and "remaining" Proposition C Sales Tax revenues in the event of a shortage of farebox revenues and certain other revenues pledged to the payment of the General Revenue Bonds. See "PROPOSITION C SALES TAX OBLIGATIONS—Other Obligations—*General Revenue Bonds*" in the front part of this Official Statement. Farebox revenues, along with Measure R Sales Tax Revenues, Proposition A Sales Tax revenues and Proposition C Sales Tax revenues also are used to pay for certain operating and maintenance costs of LACMTA. In the event of the elimination or reduction of farebox revenues, additional Measure R Sales Tax revenues, Proposition A Sales Tax revenues and Proposition C Sales Tax revenues would need to be used to pay the operation and maintenance expenses of LACMTA. Such uses of Measure R Sales Tax revenues, Proposition A Sales Tax revenues and Proposition C Sales Tax revenues are subordinate to the payment of debt service on the Measure R Sales Tax Obligations, the Proposition A Sales Tax Obligations and the Proposition C Sales Tax Obligations (including the Series 2023-A Bonds).

In February 2021, the taskforce proposed instituting an eighteen month pilot program starting in January 2022 and running through June 2023 to further study the initiative. A subsequent proposal called for instituting a 23-month pilot program starting in August 2021 and running through June 2023. The pilot program would allow K-12 and community college students ("K-14 students") to ride for free starting in August 2021 and low-income riders (which make up approximately 70% of the riders on LACMTA's bus and rail transit system) to ride for free starting in January 2022.

LACMTA instead decided to institute a two-year pilot program, supported by ARPA funds, that includes a zero-fare GoPass program for K-14 students that attend schools within participating school districts. The school districts that participate in the program have entered into cost-sharing agreements with LACMTA and pay a fixed amount for each student enrolled in the district. LACMTA estimated that its cost associated with the zero-fare GoPass program for K-14 students is \$49.9 million for Fiscal Years 2022 and 2023 (\$33.5 million of which will be paid by LACMTA and \$16.4 million of which will be paid by municipal and local transit operators). Additionally, LACMTA introduced improvements to its "Low Income Fares are Easy" program, including a free 90-day regional transit pass as an incentive for new enrollees.

## FUTURE TRANSPORTATION IMPROVEMENTS

[Update to come]

LACMTA, as the State-designated planning and programming agency for the County, identifies future transportation needs and transportation funding and construction priorities in the County. LACMTA prepares a Long Range Transportation Plan that identifies the costs of major transportation projects and the anticipated funding sources. See “RISK FACTORS—Additional Senior Bonds” in the front part of this Official Statement.

### Capital Planning

In September 2020, the Board approved the 2020 Long Range Transportation Plan (“2020 LRTP”) which updates the prior 2009 Long Range Transportation Plan. LACMTA’s capital program is built on two major planning documents, the Long Range Transportation Plan, which has a 40-year vision and a financial forecast component, most recently updated for the 2020 LRTP (as updated, the “LRTP Financial Forecast”), and the “Short Range Financial Forecast,” a fifteen-year plan last updated for the Board in November 2019, that guides capital investment through 2034. These plans incorporate the mix of projects approved by voters in concert with the four sales tax measures that fund a large share of LACMTA’s operations and capital programs, and are amended as needed to reflect ongoing changes to project costs, revenue and expense projections, and actual financial results. Annually, LACMTA’s Office of Management and Budget reviews the active projects set forth in the LRTP Financial Forecast and the Short Range Financial Forecast, and prepares a proposed budget recommending project appropriations as part of the annual Capital Program, which is incorporated in LACMTA’s overall annual budget.

The LRTP Financial Forecast reflects LACMTA’s plans to build, operate, maintain and partner with third parties for improved mobility (as determined in the 2020 LRTP), and incorporates both the Measure R and Measure M “Expenditure Plans,” which identify the projects and programs to be pursued, and the amount and timing of sales tax expenditures.

The Short Range Financial Forecast, a fifteen-year component of the LRTP Financial Forecast, reflects LACMTA’s financial plan for operations and capital investments into the transit system and identifies a funding strategy from future transportation revenues. The Short Range Financial Forecast includes a financial baseline that addresses LACMTA’s current and known future operations, maintenance and capital financial commitment under a set of growth assumptions. [The Short Range Financial Forecast will be updated in the fall 2022 as part of the 2022 Short Range Transportation Plan, which is an action plan for the 2020 LRTP that recommends near-term implementation steps over a fifteen-year timeframe (2023 to 2037) and reflects updated sales tax revenues and cost estimates, federal stimulus funding, and new projects and programs approved by the Board.]

The LRTP Financial Forecast and the Short Range Financial Forecast are the guiding policies behind funding decisions on subsequent transportation projects and programs in the County and guide the programming of funds in the federally-mandated transportation improvement program (“TIP”). The TIP includes a listing of all transportation-related projects that require federal funding or other approval by the federal transportation agencies of USDOT. The TIP also lists non-federal, “regionally significant” projects for informational and air quality modeling purposes. Major capital projects and programs that are identified in the LRTP Financial Forecast and Short Range Financial Forecast have priority for future programming of funds, subject to the funding restrictions in the Expenditure Plans and Board-adopted funding policies. While these projects and programs require further Board approval at various stages of their development, they are priorities for further planning, design, construction and the pursuit of additional funding.

The Short Range Financial Forecast includes projections of debt financing by LACMTA composed of a combination of Proposition A, Proposition C, Measure R and Measure M secured debt. [The Short Range Financial Forecast updates the assumptions about debt issuance and assumes approximately \$11.9 billion in new long-term debt financing from Fiscal Year 2023 through Fiscal Year 2032, not including capital grant receipt revenue debt or toll revenue debt.] The Short Range Financial Forecast assumes the issuance of approximately \$[715.0] million of Proposition A First Tier Senior Lien Bonds, \$[1.3] billion of Proposition C Senior Bonds, \$[2.2] billion of Measure R Senior Bonds, and \$[7.7] billion of Measure M Senior Bonds from Fiscal Year 2023 through Fiscal Year 2032.

The LRTP, the LRTP Financial Forecast and the Short Range Financial Forecast are planning tools and therefore the timing and amount of any debt issuance is likely to change. The actual amount and timing of any debt issuance depends on a number of factors including the actual scope, timing and cost of transportation projects, the ability to obtain funding from other sources and the amount of Proposition A, Proposition C, Measure R and Measure M Sales Tax revenues available to fund the projects in the LRTP Financial Forecast and the Short Range Financial Forecast.

## **Transit Projects**

LACMTA has several major transit projects in planning and under construction, including the Crenshaw/LAX Transit Project, the Regional Connector, the Metro D Line Westside Extension and the Metro L Line Foothill Extension. These projects currently have a total budget of approximately \$12.9 billion. The costs of the projects are expected to be paid from Proposition A Sales Tax revenues (including the proceeds of Proposition A secured debt), Proposition C Sales Tax revenues (including the proceeds of Proposition C secured debt), Measure R Sales Tax revenues (including the proceeds of Measure R secured debt), Measure M Sales Tax revenues (including the proceeds of Measure M secured debt), other local sources, and federal and State sources, as applicable.

***Crenshaw/LAX Transit Project.*** The Crenshaw/LAX Transit Project is a north/south corridor that serves the cities of Los Angeles, Inglewood, Hawthorne and El Segundo as well as portions of unincorporated Los Angeles County. The line extends 8.5 miles, from the intersection of Crenshaw and Exposition Boulevards to a connection with the Metro C Line at the Aviation/LAX Station. The total project budget is currently \$2.15 billion. The costs of the project are expected to be paid from Measure R Sales Tax revenues, Proposition A Sales Tax revenues, Proposition C Sales Tax revenues, other local sources, and federal and State sources.

***Regional Connector Transit Corridor Project.*** The Regional Connector is a 1.9-mile light rail line with three underground stations in downtown Los Angeles. The Project will provide a direct connection from the 7th/Metro Center Station to the existing Metro L Line tracks to the north and east of 1<sup>st</sup> and Alameda. This connection will provide through service between the Metro A Line, Metro L Line and Metro E Line corridors. The total project budget is currently \$1.82 billion. LACMTA has been awarded federal grants totaling \$751.0 million for the Regional Connector project. The remaining project costs are expected to be paid from Measure R Sales Tax revenues and federal, State and local sources.

***Metro D Line Westside Extension.*** The Metro D Line Westside Extension (the “Metro D Line Extension”) is an extension of the Metro D Line from its current terminus at Wilshire/Western to the westside of Los Angeles. The Board has certified the Final Environmental Impact Report and has adopted the project definition for the nine-mile Metro D Line Extension. The Metro D Line Extension is being constructed in three sections.

Section 1 of the Metro D Line Extension is currently under construction and extends the existing Metro D Line by 3.92 miles beginning at the Wilshire/Western Station to the City of Beverly Hills and adds

three stations, at Wilshire/La Brea, Wilshire/Fairfax and the Phase 1 terminus at Wilshire/La Cienega. The total budget for Section 1 of the Metro D Line Extension is \$2.94 billion, excluding finance charges and unallocated contingency. LACMTA has been awarded a \$1.25 billion federal grant for Section 1 of the Metro D Line Extension. The remaining project costs for Section 1 are expected to be paid from Measure R Sales Tax revenues, State sources and other local sources.

Section 2 of the Metro D Line Extension is currently under construction and extends the Metro D Line by 2.59 miles beginning at the future Section 1 Wilshire/La Cienega Station to Century City and adds two new stations, at Wilshire/Rodeo and the Phase 2 terminus at Century City/Constellation. The total budget for Section 2 of the Metro D Line Extension is \$2.32 billion, excluding finance charges and unallocated contingency. LACMTA has been awarded a \$1.187 billion federal grant for Section 2 of the Metro D Line Extension. The remaining project costs for Section 2 are expected to be paid from Measure R Sales Tax revenues, other Federal sources, and State sources.

Section 3 of the Metro D Line Extension is currently under construction and extends the Metro D Line by 2.56 miles beginning at the future Section 2 Century City/Constellation Station to the Westwood VA Hospital and adds two new stations at Westwood/UCLA and the Phase 3 terminus at Westwood/VA Hospital. The budget for Section 3 of the Metro D Line Extension is \$2.96 billion, excluding finance charges and unallocated contingency. LACMTA has been awarded a \$1.3 billion federal grant for Section 3 of the Metro D Line Extension. The remaining project costs for Section 3 are expected to be paid from Measure R and Measure M Sales Tax Revenues, other Federal sources, State sources, and other local sources.

***Metro L Line Foothill Extension.*** The Metro L Line Phase 2B Project proposed extending the Metro L Line east from Azusa to Claremont, and potentially extending the line to Montclair. However, the project is now expected to build out to an interim terminus at Pomona. LACMTA is working with the Gold Line Foothill Extension Construction Authority (“GLFECA”), an independent transportation planning and construction agency created in 1999 and tasked with designing and constructing the line. Once built, LACMTA will operate it in conjunction with existing LACMTA rail services. The total project budget for the extension to Claremont is \$1.4 billion. Project costs are expected to be paid primarily from Measure M Sales Tax Revenues and State sources. LACMTA staff is working with the GLFECA to seek funding to extend the project to Claremont. LACMTA will also coordinate with the GLFECA and San Bernardino County to support their development of an option to Montclair.

## **LABOR RELATIONS**

### **General**

As of March 1, 2023, LACMTA had approximately [●] employees, of which approximately [●]% are covered by labor agreements. Full and part-time LACMTA bus and train operators are represented by the Sheet Metal, Air, Rail, Transportation, Transportation Division (formerly United Transportation Union) (“SMART-TD”); LACMTA mechanics and service attendants are members of the Amalgamated Transit Union (“ATU”); LACMTA clerks are members of the Transportation Communications Union (“TCU”); bus and rail transportation and maintenance supervisors are members of the American Federation of State County and Municipal Employees (“AFSCME”); and LACMTA security guards are members of the Teamsters Union. The following table summarizes the number of employees covered by the labor agreements of LACMTA with each of its employee bargaining units as of January 1, 2023 and the current expiration dates of the labor agreements. In July 2017, LACMTA signed five new contracts with its labor unions, the longest contracts in LACMTA’s history. Most of these contracts provide for annual salary increases of 4.2% over the five-year life of the contracts.

<b>Employee Bargaining Unit</b>	<b>Number of Employees</b>	<b>Contract Expiration Date<sup>1</sup></b>
Sheet Metal, Air, Rail and Transportation Division	[•]	06/30/27
Amalgamated Transit Union	[•]	06/30/[•]
Transportation Communications Union	[•]	06/30/[•]
Am. Fed. of State, County and Municipal Employees	[•]	06/30/[•]
Teamsters Union	[•]	06/30/[•]

<sup>1</sup> [LACMTA is currently negotiating new collective bargaining agreements with all five employee bargaining units. Expiring labor agreements will remain in effect until new agreements are approved and executed.]

### **Defined Benefit Pension Plan**

LACMTA has a single-employer public employee retirement system that includes five defined benefit plans (the “Plans”) that cover substantially all employees (except PTSC employees) and provides retirement, disability, and death benefits. The benefit provisions and all other requirements are established by State statute, ordinance, collective bargaining agreements or Board actions. Four of the Plans are restricted to specific union members, while the fifth provides benefits to non-represented employees and to members of the Teamsters Union. In addition, LACMTA provides pension benefits to most PTSC employees through a defined benefit plan administered by the California Public Employees’ Retirement System (“PERS”), a multiple-employer pension system. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. For a description of these defined benefit plans and LACMTA’s obligations to make contributions to these plans, see “Note III—DETAILED NOTES ON ALL FUNDS—I. Employees’ Retirement Plans” in the Notes to the Financial Statements and related Required Supplementary Schedules in “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022.”

### **Other Post-Employment Benefits**

LACMTA provides post-employment health care and life insurance benefits for retired employees and their families. Pursuant to Governmental Accounting Standards Board Pronouncement No. 74 and No. 75, “Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans” and “Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions” respectively, LACMTA is required to account for its expenses and a portion of the present value of future expenses related to these benefits. For a description of these benefits, LACMTA’s obligations to account for certain projected future costs of these benefits and other matters regarding these benefits, see “Note III—DETAILED NOTES ON ALL FUNDS—J. Other Postemployment Benefits (OPEB)” in the Notes to the Financial Statements and the related Required Supplementary Schedules in “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022.”

## **OUTSTANDING DEBT**

### **General**

In addition to obligations issued by LACMTA that are secured by Proposition C Sales Tax, LACMTA has issued debt secured by the Proposition A Sales Tax, the Measure R Sales Tax, and other

revenues of LACMTA, and may issue additional obligations so secured upon satisfaction of certain additional bonds tests in the applicable trust agreements providing for the issuance of such debt. The Series 2023-A Bonds are secured by and payable from the Proposition C Sales Tax, and are not secured by or payable from the Measure M Sales Tax, the Measure R Sales Tax, the Proposition A Sales Tax or any other revenues of LACMTA. See “FUTURE TRANSPORTATION IMPROVEMENTS—Capital Planning” above. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS” in the front part of this Official Statement for a discussion of obligations secured by the Proposition C Sales Tax.

### **Debt and Interest Rate Swap Policies**

[In April 2021, the Board approved an updated Debt Policy for LACMTA (the “Debt Policy”). The Debt Policy sets forth guidelines for the issuance and management of LACMTA’s debt. Among other things, the Debt Policy sets forth allowable uses of debt and debt policy maximums. It requires LACMTA to develop a capital improvement plan which includes the capital projects LACMTA plans to undertake in future years. The Debt Policy also sets forth guidance on the type of debt that may be incurred by LACMTA (e.g., long-term versus short-term), the source of payment for such debt, and other factors to be considered when incurring debt.]

[In April 2015, the Board approved an updated Interest Rate Swap Policy for LACMTA (the “Swap Policy”). The Swap Policy includes guidelines to be used by LACMTA when entering into interest rate swaps and management practices that address the special risks associated with interest rate swaps. The Swap Policy requires that LACMTA evaluate the risks, on an ongoing basis, of existing interest rate swaps. As of the date of this Official Statement, LACMTA has no interest rate swaps.]

### **Proposition A Sales Tax Obligations**

**General.** Obligations of LACMTA payable from the Proposition A Sales Tax consist of sales tax revenue bonds, commercial paper notes and other agreements. LACMTA has three priority levels of obligations for Proposition A Sales Tax revenues: its First Tier Senior Lien Bonds, its Second Tier Obligations (there are no Second Tier Obligations outstanding) and its Third Tier Obligations (which include the Proposition A Commercial Paper Notes). LACMTA has incurred other obligations which are secured by certain “remaining” Proposition A Sales Tax cash receipts.

**Proposition A First Tier Senior Lien Bonds.** LACMTA had the following Proposition A First Tier Senior Lien Bonds outstanding as of March 1, 2023. The Proposition A First Tier Senior Lien Bonds are payable from, and secured by a prior first lien on, Proposition A Sales Tax revenue.



**Los Angeles County Metropolitan Transportation Authority  
Proposition A First Tier Senior Sales Tax Revenue Bonds  
(Outstanding as of March 1, 2023)**

<u>Proposition A First Tier Senior Sales Tax Revenue Bonds</u>	<u>Outstanding Principal Amount</u>
Senior Sales Tax Revenue Refunding Bonds, Series 2019-A	\$ 31,285,000
Senior Sales Tax Revenue Refunding Bonds, Series 2018-A	10,595,000
Senior Sales Tax Revenue Bonds, Series 2017-A (Green Bonds)	458,195,000
Senior Sales Tax Revenue Refunding Bonds, Series 2017-B	43,770,000
Senior Sales Tax Revenue Refunding Bonds, Series 2016-A	104,265,000
Senior Sales Tax Revenue Refunding Bonds, Series 2015-A	18,405,000
Senior Sales Tax Revenue Refunding Bonds, Series 2014-A	94,320,000
Total	<u>\$760,835,000</u>

Source: LACMTA.

**Proposition A Second Tier Obligations.** There are no Proposition A Second Tier Obligations outstanding, nor are any additional Second Tier Obligations currently expected to be issued.

**Proposition A Third Tier Obligations.** LACMTA is authorized to issue and have outstanding, at any one time, up to \$350,000,000 aggregate principal amount of its Proposition A commercial paper notes (the “Proposition A Commercial Paper Notes”). As of March 1, 2023, \$95 million aggregate principal amount of Proposition A Commercial Paper Notes were outstanding.

The Proposition A Commercial Paper Notes can only be issued and outstanding if they are supported by a letter of credit. The Proposition A Commercial Paper Notes are currently supported by a letter of credit (the “Proposition A CP Letter of Credit”) issued by Bank of America, N.A.. The following table sets forth certain terms of the current Proposition A CP Letter of Credit.

**Proposition A CP Letter of Credit<sup>1</sup>**

<u>Letter of Credit Provider</u>	<u>Amount of Letter of Credit</u>	<u>Issuance Date</u>	<u>Expiration Date</u>
Bank of America, N.A.	\$163,315,069 <sup>1</sup>	June 24, 2022	June 24, 2025

<sup>1</sup> Supports \$150,000,000 of principal of and \$13,315,069 of interest on the Proposition A Commercial Paper Notes.

Source: LACMTA

The Proposition A Commercial Paper Notes and the reimbursement obligations with respect to the Proposition A CP Letter of Credit constitute “Proposition A Third Tier Obligations,” and are payable from Proposition A Sales Tax revenues on a subordinate basis to the Proposition A First Tier Senior Lien Bonds and Proposition A Second Tier Obligations, if any.

**Measure R Sales Tax Obligations**

**General.** LACMTA has three priority levels of obligations secured by the Measure R Sales Tax: the senior lien (which currently secures its Measure R Senior Sales Tax Revenue Bonds), the subordinate

lien (which currently secures its Measure R Subordinate Obligations), and the junior subordinate lien (which currently secures its Measure R Junior Subordinate Obligations).

**Measure R Senior Sales Tax Revenue Bonds.** LACMTA had the following Measure R Senior Sales Tax Revenue Bonds outstanding as of March 1, 2023. The Measure R Senior Sales Tax Revenue Bonds are payable from, and secured by a prior first lien on, Measure R Sales Tax revenue.

**Los Angeles County Metropolitan Transportation Authority  
Measure R Senior Sales Tax Revenue Bonds  
(Outstanding as of March 1, 2023)**

<b>Measure R Senior Sales Tax Revenue Bonds</b>	<b>Outstanding Principal Amount</b>
Senior Sales Tax Revenue Bonds, Series 2021-A	\$ 491,870,000
Senior Sales Tax Revenue Bonds, Series 2016-A	439,535,000
Senior Sales Tax Revenue Bonds, Series 2010-A	529,500,000
Total	\$1,460,905,000

Source: LACMTA.

**Measure R Subordinate Obligations.** On May 28, 2015, LACMTA received authorization to establish a short-term borrowing program (the “Measure R Short-Term Borrowing Program”) secured by the Measure R Sales Tax and in an aggregate principal amount not to exceed \$300,000,000. The obligations issued under the Measure R Short-Term Borrowing program are payable from the Measure R Sales Tax revenues on a subordinate basis to the Measure R Senior Sales Tax Revenue Bonds but senior to the Junior Subordinate Obligations. Currently, the obligations issued under the Measure R Short-Term Borrowing Program are in the form of commercial paper notes (the “Measure R Commercial Paper Notes”). [As of March 1, 2023, there were no Measure R Commercial Paper Notes outstanding.]

The Measure R Commercial Paper Notes can only be issued and outstanding if they are supported by a letter of credit. The Measure R Commercial Paper Notes are supported by a letter of credit (the “Measure R CP Letter of Credit”) issued by TD Bank, N.A. LACMTA’s reimbursement obligations with respect to the Measure R CP Letter of Credit are payable from Measure R Sales Tax revenues on parity with the Measure R Commercial Paper Notes and on a subordinate basis to the Measure R Senior Bonds. The following table sets forth certain terms of the Measure R CP Letter of Credit.

<b>Measure R CP Letter of Credit</b>			
<b>Letter of Credit Provider</b>	<b>Amount of Letter of Credit</b>	<b>Issuance Date</b>	<b>Expiration Date</b>
TD Bank, N.A.	\$163,315,069	September 30, 2022	September 29, 2027

<sup>1</sup> Supports \$150,000,000 of principal and \$13,315,069 of interest.  
Source: LACMTA

The Measure R Commercial Paper Notes and the reimbursement obligations with respect to the Measure R CP Letter of Credit constitute “Measure R Subordinate Obligations,” and are payable from Measure R Sales Tax revenues on a subordinate basis to the Measure R Senior Sales Tax Revenue Bonds.

***Measure R Junior Subordinate Obligations and Other Obligations.*** On August 27, 2020, LACMTA issued \$1,356,095,000 aggregate principal amount of its Measure R Junior Subordinate Sales Tax Revenue Refunding Bonds, Series 2020-A (Green Bonds) (the “Series 2020 Measure R Junior Subordinate Bonds”) to repay and retire its obligations under four Transportation Infrastructure Finance and Innovation Act loan agreements and to finance certain rail projects. As of March 1, 2023, LACMTA had \$1,356,095,000 aggregate principal amount of the Series 2020 Measure R Junior Subordinate Bonds outstanding. The Series 2020 Measure R Junior Subordinate Bonds are payable from the Measure R Sales Tax revenues on a subordinate basis to the Measure R Senior Sales Tax Revenue Bonds and the Measure R Subordinate Obligations.

In addition, LACMTA has the ability to incur other obligations (the “Other Measure R Obligations”) which are secured by the Measure R Sales tax that remain after the payment of its senior lien obligations (which currently secures its Measure R Senior Bonds), the subordinate lien (which currently secures its Measure R Subordinate Obligations), and the junior subordinate lien (which currently secures its Series 2020 Measure R Junior Subordinate Bonds). [As of March 1, 2023, LACMTA did not have any Other Measure R Obligations outstanding.]

### **Measure M Sales Tax Obligations**

LACMTA has not issued any debt secured by the Measure M Sales Tax. However, LACMTA anticipates issuing such debt in the future. [The Short Range Financial Forecast assumes the issuance of approximately \$7.7 billion of Measure M Senior Bonds through Fiscal Year 2032.]

## **INVESTMENT POLICY**

### **General**

Certain features of LACMTA’s Investment Policy are summarized in “Note III—DETAILED NOTES ON ALL FUNDS—A. Cash and Investments” in the Notes to the Financial Statements in “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022.”

### **Investment Balances**

As of December 31, 2022 (based on unaudited financial information), LACMTA had approximately \$[•] million in market value deposited in non-discretionary bond proceeds and debt service trust accounts, primarily invested in U.S. Treasury securities, Federal Agencies, money market funds, forward purchase agreements. LACMTA had approximately \$[•] billion in additional non-discretionary trust accounts, primarily for pension and OPEB.

Additionally, as of December 31, 2022, LACMTA had approximately \$[•] billion (book value) deposited in discretionary/operating accounts (\$[•] billion of which consisted of unrestricted cash and investments). Such discretionary/operating accounts were invested in the investments summarized in the following table:

<b>Discretionary/Operating Accounts Investments</b>	<b>Percentage of Total Book Value as of December 31, 2022</b>
Local Agency Investment Fund	
Bank Deposits	_____
Subtotal*	
Managed Investments	
U.S. Treasuries	
Commercial Paper	
Money Market Funds	
Federal Agencies	
Corporate Notes	
Municipal securities	
Asset Backed Securities	
Medium Term Notes	
Certificates of Deposit	_____
Subtotal Managed Investments*	
Total Cash and Investments*	<u>100.0%</u>

\* Numbers may not add due to rounding.  
Source: LACMTA

As of December 31, 2022, the liquid reserve of the discretionary accounts, which totaled approximately \$[●] billion in market value, was managed internally by LACMTA and had an average maturity of [●] days.

Moneys released to LACMTA pursuant to the Agreement, including moneys in the discretionary/operating accounts, do not secure the Senior Bonds and LACMTA is not obligated to use such amounts to pay debt service on the Senior Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—Flow of Funds.”

Additional information regarding LACMTA’s investments are included in “Note III—DETAILED NOTES ON ALL FUNDS—A. Cash and Investments” in the Notes to the Financial Statements in “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022.”

## LITIGATION

### Sales Tax Litigation

On April 30, 1982, the California Supreme Court, in *Los Angeles County Transportation Commission v. Richmond*, upheld the constitutionality of the Proposition A Sales Tax. On March 3, 1992, the California Court of Appeal, in *Vernon v. State Board of Equalization*, upheld the validity of the Proposition C Sales Tax.

On September 28, 1995, the California Supreme Court affirmed the California Court of Appeal’s ruling in *Santa Clara County Local Transportation Authority v. Guardino*, which invalidated a half cent

sales tax by the Santa Clara County Local Transportation Authority. LACMTA does not believe such decision has any effect on the validity of LACMTA's Proposition C Sales Tax.

### **Other Litigation**

In addition to the matters described herein, various other claims have been asserted against LACMTA. To the knowledge of LACMTA, none of such pending claims will materially and adversely affect LACMTA's ability to pay the principal of and interest on any of its debt obligations.

### **CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013**

In 2012, the State Legislature adopted and the Governor signed into law the Public Employees' Pension Reform Act of 2013, Cal. Gov't Code §7522, et seq. ("PEPRA"), which limits pension benefits and increases the retirement age for public employees, requires public employees hired after December 31, 2012 to pay for half of their pension costs, and stops abusive pension practices. Following enactment of PEPRA, several unions representing public transit employees in the State (including employees of LACMTA) asserted to the U.S. Department of Labor ("USDOL") that PEPRA was inconsistent with collective bargaining rights that are protected under Section 13(c) of the Federal Transit Act. Section 13(c) requires the preservation of employees' bargained for rights and continuation of these rights. Before a local government agency receives federal funds for a particular transit system, USDOL must certify that employees' bargained for rights are preserved and their collective bargaining rights continue.

Soon after PEPRA's passage, USDOL refused to certify federal grants to California transit agencies, including LACMTA, based on union objections that PEPRA violated Section 13(c) protections. On behalf of two affected transit agencies, the State successfully challenged USDOL's decisions under the Administrative Procedure Act in federal court in 2013, and the court remanded the matter to USDOL for reconsideration. The State had enacted a temporary suspension of PEPRA while the litigation was in process. The temporary suspension allowed federal funds to flow during that period but ended on December 30, 2014 with the court's ruling. In 2015, USDOL on remand again refused to certify the Federal Transportation Administration ("FTA") grants at issue. Again the State sought relief in federal court. Meanwhile, USDOL began certifying the FTA grants to LACMTA later in 2015 subject to new certification provisions requiring grantees to restore pre-PEPRA pension benefits or refund the amount of the grants received since January 1, 2015 in the event USDOL's decisions were ultimately upheld by the court.

On January 24, 2018, the court resolved the dispute in favor of the State and enjoined USDOL from relying on PEPRA to deny transit funding to the two transit agencies whose federal grants were at issue in the litigation. However, the court declined the State's request to enjoin USDOL from using PEPRA to deny Section 13(c) certification to any other California transit agency grantee. On March 8, 2019, USDOL represented to the court in a joint status report that it fully intends to comply with the court's order.

In April 2019, a union representing LACMTA employees objected to certification of a \$2.5 million grant on the basis that PEPRA precludes LACMTA from continuing collective bargaining rights as required by Section 13(c). In light of the court's decisions, USDOL reexamined its earlier determinations denying certification of FTA grants to LACMTA because of PEPRA's impact on transit employees. Based on that reexamination, USDOL concluded on June 14, 2019 that PEPRA does not present a bar to certification under Section 13(c).

On August 22, 2019, the union (ATU) whose objections were rejected by USDOL brought an action against USDOL in the U.S. District Court, District of Columbia, contending that the issuance of grant certifications to California transit agencies, over the union's objections is contrary to law and in excess of USDOL's statutory authority because PEPRA diminishes the collective bargaining rights of California

transit employees. The State intervened and asked the court to transfer the case to the U.S. District Court for the Eastern District of California, where the prior proceedings concerning USDOL’s authority to issue grant certifications in light of PEPRA have taken place. The court granted the State’s motion and transferred the case to the Eastern District of California where it is currently pending trial. Cross-motions for summary judgment have been filed by the parties and a hearing with respect to such motions was scheduled for May 28, 2021. On May 19, 2021, the court (a) granted USDOL a short stay to permit it to reach a final decision about whether to reconsider its decision to grant certification to California transit agencies or request a remand, and (b) rescheduled the hearing with respect to the cross-motions for summary judgment to August 27, 2021.

USDOL sought and received further stays from the court so that the new Biden administration would have time to become familiar with the issues and decide whether to reconsider USDOL’s position regarding PEPRA. On October 28, 2021, USDOL determined it will not certify transportation grants to California transit agencies based on USDOL’s current position that PEPRA prevents a “continuation of collective bargaining rights as required by Section 13(c).” In response to USDOL’s decision, the State requested and obtained leave to file a cross-claim under the Administrative Procedure Act in this action. The State also sought and was granted an order staying USDOL’s October 2021 determination.

A hearing on cross-motions for summary judgment was held on February 17, 2022. On December 28, 2022, District Court Judge Kimberly Mueller issued a ruling that USDOL’s determination to deny California transit agencies’ requests for federal transportation funds on the basis of PEPRA was arbitrary and capricious. The 2021 preliminary injunction remains in place, under which USDOL cannot refuse to approve applications for federal funds on the basis of PEPRA. In addition to invalidating USDOL’s 2021 determination that PEPRA precludes certification under Section 13(c), the Court ordered the parties to submit a joint status report within 30 days that includes a proposed schedule for resolving the case. The Court suggested that the parties could agree to convert the preliminary injunction issued in 2021 to a permanent injunction, which would allow USDOL and ATU to move forward to promptly appeal the court’s ruling. On February 17, 2022, the parties submitted their joint status report, which included a stipulation to convert the preliminary injunction issued in 2021 to a permanent injunction.

FTA grants are a significant source of funding for LACMTA. Given the Court’s ruling in favor of the State, LACMTA expects to continue to receive FTA grants. However, if USDOL or ATU appeals and the Ninth Circuit reverses the trial court ruling and finds that PEPRA is inconsistent with Section 13(c) protections, LACMTA may have to potentially delay or cancel projects or use alternate funding sources for projects, possibly including additional Senior Bonds or Senior Parity Obligations. Senior Bonds and Senior Parity Obligations may be issued only if the additional bonds tests described under “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS—Proposition C Sales Tax Obligations—*Senior Obligations*” in the front part of this Official Statement are satisfied.

LACMTA’s collection of Proposition C Sales Tax revenues to pay debt service on the Senior Bonds, including the Series 2023-A Bonds, is not affected by the receipt of FTA grants.

**APPENDIX B**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
ANNUAL COMPREHENSIVE FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

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## APPENDIX C

### LOS ANGELES COUNTY ECONOMIC AND DEMOGRAPHIC INFORMATION

The Proposition C Sales Tax derives from a retail transaction and use tax applicable to all taxable sales throughout Los Angeles County. As such, sales tax revenues reflect a number of economic factors that influence taxable transactions, including population, employment and income. Some of those factors are described below.

The economic and demographic information provided below has been collected from sources that LACMTA considers to be reliable. Because it is difficult to obtain timely economic and demographic information, the economic condition of Los Angeles County may not be fully apparent in all of the publicly available local and regional economic statistics provided herein. In particular, the economic statistics provided herein may not fully capture the impact of current economic conditions. The information in this Appendix is historic in nature and generally predates the COVID-19 pandemic. It is not possible to predict whether the trends shown below will continue in the future. See “INTRODUCTION—Impact of Global COVID-19 Outbreak” in the front part of this Official Statement.

#### Los Angeles County

As of January 1, 2023, the County had an estimated population of [●] million. Los Angeles County is the largest County in the country by population, and includes over a quarter of the State of California’s (the “State”) population. The County covers 4,084 square miles, and includes 88 incorporated cities, with approximately [8.9] million residents, as well as unincorporated communities with approximately one million residents.

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## Population

The table below summarizes the populations of the County and State, estimated as of January 1 of each year, except for the years 2000 and 2010 which are reported as of April 1 of such years. The population estimates for 2010 and later incorporate 2010 Census counts as the benchmark.

**Table C-1  
COUNTY AND STATE POPULATION STATISTICS**

	<b>County of Los Angeles</b>	<b>Annual Growth Rate</b>	<b>State of California</b>	<b>Annual Growth Rate</b>
2000	9,519,330	–	33,873,086	–
2010	9,818,605	0.31% <sup>1</sup>	37,253,956	1.0% <sup>1</sup>
2014	10,078,942	–	38,556,731	–
2015	10,124,800	0.47%	38,865,532	0.81%
2016	10,150,386	0.31	39,103,587	0.67
2017	10,181,162	0.35	39,352,398	0.68
2018	10,192,593	0.16	39,519,535	0.48
2019	10,163,139	(0.25)	39,605,361	0.27
2020	10,135,614	(0.11)	39,648,938	0.22
2021	9,931,338	(2.00)	39,303,157	(0.90)
2022	9,861,324	(0.70)	39,185,605	(0.30)
2023	[•]	[•]	[•]	[•]

<sup>1</sup> Annual Growth Rate represents average annual growth rate between 2000 and 2010.

Source: Census Counts, Sacramento, California - 2000 and 2010. State of California, Department of Finance, E-4 Population Estimates for Cities, Counties, and the State, 2014-2023, [•] 2023.

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## Industry and Employment

The following table summarizes the average number of employed and unemployed residents of the County, based on the annual “benchmark,” an annual revision process in which monthly labor force and payroll employment data, which are based on estimates, are updated based on detailed tax records.

The California Employment Development Department has reported final unemployment figures for 2022 of [●]% statewide (not seasonally adjusted) and [●]% for Los Angeles County (not seasonally adjusted). The U.S. Bureau of Labor, Department of Labor Statistics, has reported the final unemployment figure for 2022 of [●]% nationwide (not seasonally adjusted).

The California Employment Development Department has reported unemployment figures for [March] 2023 of [●]% statewide (not seasonally adjusted) and [●]% for Los Angeles County (not seasonally adjusted). The U.S. Bureau of Labor, Department of Labor Statistics, has reported an unemployment figure for [March] 2023 of [●]% nationwide (not seasonally adjusted).]

**Table C-2**  
**ESTIMATED AVERAGE ANNUAL EMPLOYMENT AND**  
**UNEMPLOYMENT OF RESIDENT LABOR FORCE**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<b>Civilian Labor Force</b>					
County of Los Angeles					
Employed	4,885,300	4,926,100	4,355,900	4,548,900	[●]
Unemployed	235,900	227,000	613,000	445,200	[●]
<b>Total</b>	5,121,300	5,153,100	4,968,900	4,994,100	[●]
<b>Unemployment Rates</b>					
County	4.6%	4.4%	12.3%	8.9%	[●]
State	4.3	4.1	10.2	7.3	[●]
United States	3.9	3.7	8.1	5.3	[●]

Source: California Employment Development Department, Labor Market Information Division for the State and County; U.S. Bureau of Labor, Department of Labor Statistics for the U.S. Items may not add to totals due to rounding.

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The table below summarizes the California Employment Development Department’s most recent estimated average annual employment for the County, which includes full-time and part-time workers who receive wages, salaries, commissions, tips, payment in kind, or piece rates. Percentages indicate the percentage of the total employment for each type of employment for the given year. For purposes of comparison, the most recent annual employment data for the State is also summarized.

**Table C-3  
LOS ANGELES COUNTY  
ESTIMATED 2022 INDUSTRY EMPLOYMENT<sup>1</sup>**

	County		State of California	
	Number of Employees	% of Total	Number of Employees	% of Total
Total Farm				
Mining and Logging				
Construction				
Manufacturing				
Trade, Transportation and Utilities				
Information				
Financial Activities				
Professional and Business Services				
Educational and Health Services				
Leisure and Hospitality				
Other Services				
Government				
Total <sup>2</sup>		100.0%		100.0%

<sup>1</sup> The California Economic Development Department has converted employer records from the Standard Industrial Classification coding system to the North American Industry Classification System.

<sup>2</sup> Total may not equal sum of parts due to independent rounding.

Note: Based on surveys distributed to employers; not directly comparable to Civilian Labor Force data reported in Table C-2.

Source: California Employment Development Department, Labor Market Information Division. Based on [•] 2022 Benchmark report released [•], 2023.

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## Personal Income

The U.S. Census Bureau defines personal income as the income received by all persons from all sources, and is the sum of “net earnings,” rental income, dividend income, interest income, and transfer receipts. “Net earnings” is defined as wages and salaries, supplements to wages and salaries, and proprietors’ income, less contributions for government social insurance, before deduction of personal income and other taxes.

The following table sets forth the estimates of personal income and per capita personal income for the County, the State and the United States for 2017 through 2021.

**Table C-4**  
**COUNTY, STATE AND U.S.**  
**PERSONAL INCOME<sup>1</sup>**

<u>Year and Area</u>	<u>Personal Income (thousands of dollars)</u>	<u>Per Capita Personal Income (dollars)</u>
<b>2017</b>		
County	\$ 580,826,819	\$57,551
State	2,318,644,417	58,942
United States	16,845,028,000	51,811
<b>2018</b>		
County	\$ 602,428,812	\$59,874
State	2,431,821,953	61,663
United States	17,681,159,000	54,098
<b>2019</b>		
County	\$ 631,161,849	\$63,043
State	2,544,234,978	64,513
United States	18,402,004,000	64,513
<b>2020</b>		
County	\$ 678,829,092	\$68,272
State	2,763,311,977	70,192
United States	19,607,447,000	59,510
<b>2021</b>		
County		
State		
United States		

<sup>1</sup> Last updated: [•], 2022 - new statistics for 2021; revised statistics for 2017-2020. Source: U.S. Bureau of Economic Analysis, “Table CAINC1 - Personal Income Summary” (accessed [•], 2023).

## Retail Sales

The following table sets forth taxable sales for the County for calendar years 2018 through 2022. Taxable sales for the State were approximately \$[•] billion for calendar year 2022.

**Table C-5**  
**COUNTY OF LOS ANGELES**  
**TAXABLE SALES**  
**(in thousands)**

	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Motor Vehicle and Parts Dealers	\$18,935,861	\$18,954,470	\$18,534,326	\$23,555,049	
Home Furnishings and Appliance Stores	7,536,953	7,308,501	6,608,482	8,177,309	
Building Material & Garden Equipment & Supplies Dealers	8,446,279	8,698,495	9,556,946	10,450,158	
Food and Beverage Stores	7,106,527	7,255,361	7,650,294	7,861,401	
Gasoline Stations	12,553,326	12,491,790	8,132,307	12,405,237	
Clothing and Clothing Accessories Stores	12,258,410	12,536,982	9,498,705	13,957,944	
General Merchandise Stores	12,583,909	12,910,844	12,263,784	14,541,309	
Food Services and Drinking Places	24,016,431	25,097,944	17,006,158	23,577,050	
Other Retail Group	15,707,358	17,190,290	24,164,972	24,407,441	
Total Retail and Food Services	<u>119,145,054</u>	<u>122,444,678</u>	<u>113,415,974</u>	<u>138,932,925</u>	
All Other Outlets <sup>1</sup>	48,878,742	49,868,925	44,322,010	53,340,253	
<b>TOTAL ALL OUTLETS<sup>2</sup></b>	<u><u>\$166,023,796</u></u>	<u><u>\$172,313,603</u></u>	<u><u>\$157,737,984</u></u>	<u><u>\$192,273,178</u></u>	

<sup>1</sup> Primarily manufacturing and wholesale businesses.

<sup>2</sup> Items may not add to totals due to rounding.

Source: California Department of Tax and Fee Administration, Research and Statistics Division.

**APPENDIX D**

**SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS**

**APPENDIX E**

**FORM OF BOND COUNSEL APPROVING OPINION**



## APPENDIX F

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Certificate”) is executed and delivered by the Los Angeles County Metropolitan Transportation Authority (the “Authority”) in connection with the issuance of its \$\_\_\_\_\_ Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A (the “Series 2023-A Bonds”) pursuant to the terms of the Agreement (as defined herein). The Authority covenants and agrees as follows:

#### **Section 1. Definitions.**

“*Agreement*” means, collectively, the Amended and Restated Trust Agreement, dated as of January 1, 2010, as amended, by and between the Authority and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as trustee (the “Trustee”), and the Thirty-Fourth Supplemental Trust Agreement, dated as of [April] 1, 2023, by and between the Authority and the Trustee.

“*Annual Information*” means the information specified in Section 4 hereof.

“*EMMA System*” means the MSRB’s Electronic Municipal Market Access system or any successor nationally recognized municipal securities information repositories recognized by the Securities and Exchange Commission for the purposes referred to in Rule 15c2-12.

“*Financial Obligation*” means (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

“*Holder*” means any registered owner of Series 2023-A Bonds and any beneficial owner of Series 2023-A Bonds within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

“*Listed Events*” means any of the events listed in Section 5 hereof.

“*MSRB*” means the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“*Official Statement*” means the Official Statement, dated \_\_\_\_\_, 2023, prepared and distributed in connection with the initial sale of the Series 2023-A Bonds.

“*Rule 15c2-12*” means Rule 15c2-12, as amended through the date of this Certificate, as promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

**Section 2. Purpose of the Certificate.** This Certificate is being executed and delivered by the Authority pursuant to Rule 15c2-12 for the benefit of the Holders of the Series 2023-A Bonds in order to assist the participating underwriters in complying with Rule 15c2-12.

### **Section 3. Provision of Annual Information.**

(a) The Authority shall, not later than March 31 of each year (commencing March 31, 2024), provide to the MSRB through the EMMA System, in an electronic format and accompanied by identifying information all as prescribed by the MSRB, the Annual Information relating to the immediately preceding Fiscal Year that is consistent with the requirements of Section 4 hereof, which Annual Information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 hereof; provided that any audited financial statements may be submitted separately from the balance of the Annual Information and later than the date required above for the filing of the Annual Information if they are not available by that date. If the Fiscal Year for the Authority changes, the Authority shall give notice of such change in the same manner as for a Listed Event under Section 5(e) hereof.

(b) If in any year, the Authority does not provide the Annual Information to the MSRB by the time specified above, the Authority shall instead timely file a notice to the MSRB through the EMMA System stating that the Annual Information has not been timely completed and, if known, stating the date by which the Authority expects to file the Annual Information.

**Section 4. Content of Annual Information.** The Annual Information shall contain or incorporate by reference the following:

(a) The audited financial statements of the Authority for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as in effect from time to time and as applied to governmental units. If the Authority's audited financial statements are not available by the time the Annual Information is required to be filed pursuant to Section 3(a) hereof, the Annual Information shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Information when they become available.

(b) Updated historical information of the type set forth in "TABLE 3—Historical Net Proposition C Sales Tax Revenues, Local Allocations, Pledged Revenues and Debt Service Coverage" of the Official Statement; and

(c) Updated information of the type set forth in "TABLE 6—Los Angeles County Metropolitan Transportation Authority, Combined Proposition C Debt Service Schedule Senior Bonds" of the Official Statement, but only the information in the column entitled "Total Debt Service" and the information under the column entitled "Combined Total Debt Service Senior Bonds" and only to the extent the information in these columns has changed.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, that have been submitted to the MSRB through the EMMA System.

### **Section 5. Reporting of Listed Events.**

(a) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2023-A Bonds not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions with respect to the tax status of the Series 2023-A Bonds or the issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB) with respect to the Series 2023-A Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes;
9. Bankruptcy, insolvency, receivership or similar event of the Authority; or

Note: For the purposes of the event identified in subparagraph (a)(9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Authority in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority.

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

(b) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2023-A Bonds, if material, not later than ten business days after the occurrence of the event:

1. Unless described in paragraph 5(a)(5), adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Series 2023-A Bonds or other material events affecting the tax status of the Series 2023-A Bonds;
2. Modifications to rights of the Owners of the Series 2023-A Bonds;
3. Optional, unscheduled or contingent bond calls;
4. Release, substitution or sale of property securing repayment of the Series 2023-A Bonds;

5. Non-payment related defaults;
6. The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
7. Appointment of a successor or additional trustee or the change of name of a trustee; or
8. Incurrence of a Financial Obligation of the Authority, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders.

(c) The Authority shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 3(a) hereof, as provided in Section 3 hereof.

(d) Whenever the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(b) hereof, the Authority shall determine if such event would be material under applicable federal securities laws.

(e) If the Authority learns of an occurrence of a Listed Event described in Section 5(a) hereof, or determines that knowledge of a Listed Event described in Section 5(b) hereof would be material under applicable federal securities laws, the Authority shall within ten business days of occurrence file a notice of such occurrence with the MSRB through the EMMA System in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsections (a)(7) or (b)(3) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2023-A Bonds pursuant to the Agreement.

**Section 6. Remedies.** If the Authority shall fail to comply with any provision of this Certificate, then any Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding in law or in equity, this Certificate against the Authority and any of the officers, agents and employees of the Authority, and may compel the Authority or any such officers, agents or employees to perform and carry out their duties under this Certificate; provided that the sole and exclusive remedy for breach of this Certificate shall be an action to compel specific performance of the obligations of the Authority hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to Section 4 or 5 hereof may be brought only by the Holders of 25% in aggregate principal amount of the Series 2023-A Bonds at the time outstanding. A failure by the Authority to comply with the provisions of this Certificate shall not constitute an Event of Default under the Agreement.

**Section 7. Parties in Interest.** This Certificate is executed and delivered solely for the benefit of the Holders. No other person shall have any right to enforce the provisions hereof or any other rights hereunder.

**Section 8. Amendment.** Without the consent of any Holders of Series 2023-A Bonds, the Authority at any time and from time to time may enter into any amendments or changes to this Certificate for any of the following purposes:

- (a) to comply with or conform to any changes in Rule 15c2-12 or any authoritative interpretations thereof by the Securities and Exchange Commission or its staff (whether required or optional);
- (b) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;
- (c) to evidence the succession of another person to the Authority and the assumption by any such successor of the covenants of the Authority hereunder;
- (d) to add to the covenants of the Authority for the benefit of the Holders, or to surrender any right or power herein conferred upon the Authority; or
- (e) to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Authority, or type of business conducted; provided that (i) the certificate, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Series 2023-A Bonds, after taking into account any amendments or authoritative interpretations of the Rule, as well as any change in circumstances; and (ii) the amendment or change does not materially impair the interests of Holders, as determined either by a party unaffiliated with the Authority (such as bond counsel), or by the vote or consent of Holders of a majority in outstanding principal amount of the Series 2023-A Bonds on or prior to the time of such amendment or change.

**Section 9. Termination of Obligation.** This Certificate shall remain in full force and effect until such time as all principal of and interest on the Series 2023-A Bonds shall have been paid in full or legally defeased pursuant to the Agreement. Upon any such legal defeasance, the Authority shall provide notice of such defeasance to the EMMA System. Such notice shall state whether the Series 2023-A Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

**Section 10. Governing Law.** THIS CERTIFICATE SHALL BE GOVERNED BY THE LAWS OF CALIFORNIA DETERMINED WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW.

IN WITNESS WHEREOF, the undersigned has executed this Continuing Disclosure Certificate this [•] day of [April], 2023.

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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## APPENDIX G

### BOOK-ENTRY-ONLY SYSTEM

#### Introduction

*Unless otherwise noted, the information contained under the subcaption “—General” below has been provided by DTC. LACMTA makes no representations as to the accuracy or completeness of such information. Further, LACMTA undertakes no responsibility for and makes no representations as to the accuracy or the completeness of the content of such material contained on DTC’s websites as described under “—General,” including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned websites. The beneficial owners of the Series 2023-A Bonds should confirm the following information with DTC, the Direct Participants or the Indirect Participants.*

NEITHER LACMTA NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT OR ANY INDIRECT PARTICIPANT; (B) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE SERIES 2023-A BONDS UNDER THE AGREEMENT; (C) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2023-A BONDS; (D) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT TO THE OWNERS OF THE SERIES 2023-A BONDS; (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF SERIES 2023-A BONDS; OR (F) ANY OTHER MATTER REGARDING DTC.

#### General

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2023-A Bonds. The Series 2023-A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each maturity of the Series 2023-A Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or held by the Trustee.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others

such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of “AA+.” The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of the Series 2023-A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2023-A Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2023-A Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2023-A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2023-A Bonds, except in the event that use of the book-entry system for the Series 2023-A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2023-A Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2023-A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023-A Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2023-A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2023-A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2023-A Bonds, such as redemptions, tenders, defaults and proposed amendments to the Series 2023-A Bond documents. For example, Beneficial Owners of Series 2023-A Bonds may wish to ascertain that the nominee holding the Series 2023-A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

While the Series 2023-A Bonds are in the book-entry-only system, redemption notices will be sent to DTC. If less than all of the Series 2023-A Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2023-A Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to LACMTA as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Series 2023-A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal of and interest payments on the Series 2023-A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to



credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from LACMTA or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, LACMTA, or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of LACMTA or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2023-A Bonds at any time by giving reasonable notice to LACMTA or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2023-A Bond certificates are required to be printed and delivered.

LACMTA may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2023-A Bond certificates will be printed and delivered to DTC.

The information in this APPENDIX G concerning DTC and DTC's book-entry system has been obtained from sources that LACMTA believes to be reliable, but LACMTA takes no responsibility for the accuracy thereof.

**BENEFICIAL OWNERS WILL NOT RECEIVE PHYSICAL DELIVERY OF SERIES 2023-A BONDS AND WILL NOT BE RECOGNIZED BY THE TRUSTEE AS OWNERS THEREOF, AND BENEFICIAL OWNERS WILL BE PERMITTED TO EXERCISE THE RIGHTS OF OWNERS ONLY INDIRECTLY THROUGH DTC AND THE PARTICIPANTS.**

In the event that the book-entry-only system is discontinued, payments of principal of and interest on the Series 2023-A Bonds will be payable as described in the front part of this Official Statement under the caption "DESCRIPTION OF THE SERIES 2023-A BONDS—General."

**PURCHASE CONTRACT**

\$ \_\_\_\_\_  
**Los Angeles County Metropolitan Transportation Authority**  
**Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A**

April \_\_, 2023

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 21<sup>st</sup> Floor  
Los Angeles, CA 90012

Ladies and Gentlemen:

The undersigned, Citigroup Global Markets Inc. (the “**Representative**”), on its own behalf and on behalf of the other underwriters listed on the signature page hereof (collectively with the Representative, the “**Underwriters**”), offers to enter into this Purchase Contract (this “**Purchase Contract**”) with the Los Angeles County Metropolitan Transportation Authority (the “**Authority**”). The offer made hereby is subject to the written acceptance by the Authority, and delivery of an executed counterpart of this Purchase Contract to the Representative at or before 11:59 p.m., California time, on or before the date hereof, and, if not so accepted, will be subject to withdrawal by the Representative upon notice delivered to the Deputy Executive Officer, Finance of the Authority at any time before acceptance. Upon acceptance and delivery of such acceptance to the Representative, this Purchase Contract shall be in full force and effect in accordance with its terms and shall be binding upon the Authority and the Underwriters. All capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Amended and Restated Trust Agreement, dated as of January 1, 2010, as amended and supplemented (the “**Trust Agreement**”), by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “**Trustee**”), and the Thirty-Fourth Supplemental Trust Agreement, to be dated as of April 1, 2023 (the “**Thirty-Fourth Supplemental Trust Agreement**,” and, together with the Trust Agreement, the “**Agreement**”) by and between the Authority and the Trustee.

**Section 1. Purchase and Sale of the Series 2023A Bonds.** Subject to the terms and conditions and in reliance upon the representations, warranties, covenants and agreements hereinafter set forth, the Underwriters, jointly and severally, hereby agree to purchase from the Authority, and the Authority agrees to sell to the Underwriters, all (but not less than all) of the \$ \_\_\_\_\_ Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A (the “**Series 2023A Bonds**”).

The Underwriters agree to purchase the Series 2023A Bonds at the aggregate purchase price of \$ \_\_\_\_\_ (representing the principal amount of the Series 2023A Bonds of \$ \_\_\_\_\_, plus an original issue premium of \$ \_\_\_\_\_, less an Underwriters’ discount of \$ \_\_\_\_\_) (the “**Purchase Price**”).

The Underwriters have designated the Representative to act as their representative, and the Representative hereby represents that they are duly authorized to execute this Purchase Contract for and on behalf of the Underwriters.

**Section 2. The Series 2023A Bonds.** The Series 2023A Bonds shall be issued pursuant to and in accordance with the provisions of Chapter 5 of Division 12 of the Public Utilities Code of the State of California (the “*Act*”), Ordinance No. 49, adopted by the Los Angeles County Transportation Commission (the predecessor to the Authority) on August 8, 1990 and approved by the voters of Los Angeles County, California on November 6, 1990 (“*Proposition C*”), the Resolution (as hereinafter defined) and the Agreement.

The Series 2023A Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in the Agreement. The Series 2023A Bonds shall be limited obligations of the Authority payable solely from and secured by a first lien on and pledge of Pledged Revenues, and shall be additionally payable from certain other amounts, all as provided under the Agreement. Neither the faith and credit nor the taxing power of the County of Los Angeles, the State of California (the “*State*”) or any political subdivision or public agency thereof, other than the Authority to the extent of the Pledged Revenues and certain other amounts held by the Trustee under the Agreement, is pledged to the payment of the principal of and interest on the Series 2023A Bonds.

The Series 2023A Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 and integral multiples thereof. The Series 2023A Bonds shall be dated their date of delivery and shall mature, subject to prior redemption, in the principal amounts on the dates and shall bear interest at the rates payable on the dates, as shown on Schedule I hereto.

The proceeds from the sale of the Series 2023A Bonds will be used by the Authority to (a) together with other available funds, refund and defease all or a portion of its outstanding Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2013-B, Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-C, and Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2014-A (the portion so refunded, the “*Refunded Bonds*”) and (b) pay the costs of issuance of the Series 2023A Bonds. To provide for the defeasance of the Refunded Bonds, a portion of the proceeds of the Series 2023A Bonds and other available funds will be deposited into the escrow fund created under an Escrow Agreement, dated as of April \_\_, 2023 (the “*Escrow Agreement*”), by and between the Authority and U.S. Bank Trust Company, National Association, as escrow agent thereunder (the “*Escrow Agent*”).

**Section 3. Offering.** It shall be a condition to the Authority’s obligations to sell and deliver the Series 2023A Bonds to the Underwriters, and a condition to the Underwriters’ obligations to purchase, accept delivery of and pay for the Series 2023A Bonds, that the entire aggregate principal amount of the Series 2023A Bonds referred to in Section 1 hereof shall be issued, sold and delivered by the Authority and purchased, accepted and paid for by the Underwriters at the Closing (defined herein).

The Underwriters agree to make a *bona fide* public offering of all the Series 2023A Bonds, at prices not in excess of the initial public offering prices or at yields not lower than the yields set forth on the inside cover page of the Official Statement (as hereinafter defined); provided that the

Underwriters reserve the right from time to time as the Underwriters, in their sole discretion, deem necessary or desirable, to offer and sell the Series 2023A Bonds to certain dealers (including dealers depositing the Series 2023A Bonds into investment trusts) and others at prices lower than the initial offering prices or at yields higher than the initial yields set forth on the inside cover page of the Official Statement (but in all respects, subject to the provisions of Section 3 hereof). The Authority has authorized the use by the Underwriters, in connection with the public offering and sale of the Series 2023A Bonds, of the Resolution (as hereinafter defined), the Agreement, the Continuing Disclosure Certificate (as hereinafter defined) and this Purchase Contract and any supplements or amendments thereto, and the Preliminary Official Statement (as hereinafter defined) and the Official Statement (as hereinafter defined) and the information contained in each of such documents (including the appendices thereto).

#### **Section 4. Establishment of Issue Price.**

(a) The Representative, on behalf of the Underwriters, agree to assist the Authority in establishing the issue price of Series 2023A Bonds and shall execute and deliver to the Authority at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Authority and Bond Counsel (as hereinafter defined), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of Series 2023A Bonds.

(b) [Except as otherwise set forth in Schedule I attached hereto,] the Authority will treat the first price at which 10% of each maturity of Series 2023A Bonds (the “**10% test**”) is sold to the public as the issue price of that maturity. Schedule I attached hereto sets forth the maturities of the Series 2023A Bonds for which the 10% test has been satisfied as of the date of this Purchase Contract (the “**10% Test Maturities (Sale Date)**”) and the prices at which the Underwriters have sold such 10% Test Maturities (Sale Date) to the public. At or promptly after the execution of this Purchase Contract, the Representative shall report to the Authority the price or prices at which the Underwriters have sold to the public each maturity of Series 2023A Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Series 2023A Bonds, the Representative agrees to promptly report to the Authority the prices at which Series 2023A Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Series 2023A Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Series 2023A Bonds of that maturity; provided that, the Underwriters’ reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, the Authority or Bond Counsel.]

(c) [The Representative confirms that the Underwriters have offered the Series 2023A Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2023A Bonds for which the 10% test has not been satisfied and for which the Authority and the

Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2023A Bonds, the Underwriters will neither offer nor sell unsold Series 2023A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2023A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the Authority promptly after the close of the fifth (5<sup>th</sup>) business day after the sale date whether it has sold 10% of that maturity of the Series 2023A Bonds to the public at a price that is no higher than the initial offering price to the public.]

For purposes of this Section, if Series 2023A Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2023A Bonds.

- (d) The Representative confirms that:
  - (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Series 2023A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable,
    - (A) (1) to report the prices at which it sells to the public the unsold Series 2023A Bonds of each maturity allocated to it, whether or not the Closing Date (as hereinafter defined) has occurred, until either all Series 2023A Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Series 2023A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires,
    - (B) to promptly notify the Representative of any sales of Series 2023A Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series

2023A Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2023A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2023A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2023A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2023A Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the Series 2023A Bonds of that maturity, provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Series 2023A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2023A Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2023A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2023A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2023A Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2023A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2023A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2023A Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2023A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2023A Bonds, and that no Underwriter shall be liable for the

failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2023A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2023A Bonds.

(f) The Underwriters acknowledge that sales of any Series 2023A Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2023A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an underwriter or a related party to an underwriter,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of Series 2023A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of Series 2023A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of Series 2023A Bonds to the public),

(iii) a purchaser of any of the Series 2023A Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and,

(iv) “sale date” means the date of execution and delivery of this Purchase Contract by all parties.

**Section 5. Use of Preliminary Official Statement and Official Statement; Continuing Disclosure.** The Authority has heretofore delivered to the Underwriters the Preliminary Official Statement dated March \_\_, 2023, relating to the Series 2023A Bonds (as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “*Preliminary Official Statement*”), which the Authority has deemed final as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12 promulgated under the Securities Exchange Act

of 1934, as amended (“**Rule 15c2-12**”). The Authority shall prepare and deliver to the Underwriters, as promptly as practicable, but in no event later than seven business days from the date hereof and at least two business days prior to the Closing Date, whichever occurs first, a final official statement, with such changes and amendments as may be agreed to by the Representative (such official statement, including the cover page, the inside cover page and appendices thereto, and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form is herein referred to as the “**Official Statement**”), in “the designated electronic format” (as defined in Rule G-32 of the MSRB (herein defined)), in order to permit the Underwriters to comply with paragraph (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board. The Authority hereby ratifies, confirms and approves the use and distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement and hereby authorizes the Underwriters to use and distribute the Official Statement, the Agreement and this Purchase Contract, and all information contained in each, and all other documents, certificates and statements furnished by the Authority to the Underwriters with respect to the transactions contemplated by this Purchase Contract, in connection with the offer and sale of the Series 2023A Bonds. The Representative agrees to promptly file a copy of the Official Statement, including any supplements prepared by the Authority, with the Municipal Securities Rulemaking Board and a nationally recognized municipal securities information repository.

The Authority will undertake pursuant to a Continuing Disclosure Certificate, to be dated as of the date of issuance of the Series 2023A Bonds (the “**Continuing Disclosure Certificate**”), to provide certain annual financial and operating information and certain material event notices. A description of this undertaking will be set forth in the Official Statement.

**Section 6. Representations, Warranties and Covenants of the Authority.** The Authority represents, warrants and covenants to the Underwriters (and it shall be a condition of the obligation of the Underwriters to purchase and accept delivery of the Series 2023A Bonds) that the representations and warranties contained herein shall be true and correct on the date hereof and on the Closing Date, as if made on and at the Closing. The Authority represents, warrants, covenants and agrees that:

(a) The Authority is, and will be on the Closing Date, a county transportation commission or a political subdivision that has the powers granted to a county transportation commission as of the date hereof, duly organized and validly existing under the laws of the State, with full legal right, powers and authority to issue the Series 2023A Bonds pursuant to the Act.

(b) The Authority has or had at the time of execution or adoption, as applicable, full legal right, power and authority to (i) execute and deliver this Purchase Contract, (ii) execute and deliver the Agreement, the Escrow Agreement and the Continuing Disclosure Certificate (collectively, the “**Authority Documents**”); (iii) adopt the resolution entitled “RESOLUTION OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF ITS LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY PROPOSITION C SALES TAX REVENUE REFUNDING BONDS, APPROVING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL TRUST AGREEMENT, CONTINUING DISCLOSURE



CERTIFICATE, BOND PURCHASE AGREEMENT, ESCROW AGREEMENT, AND PRELIMINARY AND FINAL OFFICIAL STATEMENT, AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH,” which was adopted by the Board of Directors of the Authority on March 23, 2023 (the “**Resolution**”); (iv) deliver the Preliminary Official Statement and execute and deliver the Official Statement; (v) sell, issue and deliver the Series 2023A Bonds to the Underwriters as provided herein; and (vi) carry out and consummate the transactions contemplated by this Purchase Contract, the Authority Documents, the Resolution and the Official Statement.

(c) The Authority has complied, and will at Closing be in compliance in all respects, with the terms of the Act and the Resolution and with its obligations in connection with the issuance of the Series 2023A Bonds as contained in the Series 2023A Bonds, this Purchase Contract and the Authority Documents.

(d) By all necessary official action, the Authority has duly adopted the Resolution, has duly authorized and approved the Official Statement and the delivery thereof to the Underwriters, has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations in connection with the issuance of the Series 2023A Bonds on its part contained in the Series 2023A Bonds, this Purchase Contract and the Authority Documents and the consummation by it of all other transactions contemplated by this Purchase Contract and the Authority Documents in connection with the issuance of the Series 2023A Bonds; and this Purchase Contract and each of the Authority Documents, upon execution and delivery thereof, will constitute the legal, valid and binding obligations of the Authority, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), to limitations on remedies imposed in actions against public entities in the State and to any principles of law or public policy limiting the enforceability of indemnification provisions or the waiver of jury trial.

(e) To the best knowledge of the Authority, after reasonable investigation, (i) the Authority is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject, which would materially adversely affect the financial position or operations of the Authority or the ability of the Authority to pay principal and interest on the Bonds (as defined in the Trust Agreement) as and when due, or to perform its obligations under the Authority Documents or this Purchase Contract; and (ii) no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument, which would materially adversely affect the financial position or operations of the Authority or the ability of the Authority to pay principal of and interest on the Bonds as and when due. To the best knowledge of the Authority, after reasonable investigation, the execution and delivery of the Series 2023A Bonds, this Purchase Contract and the Authority Documents and the adoption of the Resolution and

compliance with the provisions on the Authority's part contained in this Purchase Contract, the Series 2023A Bonds and the Authority Documents, will not materially conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instrument, except as provided by the Series 2023A Bonds, this Purchase Contract and the Authority Documents.

(f) When delivered to and paid for by the Underwriters on the Closing Date in accordance with the provisions of this Purchase Contract, the Series 2023A Bonds will have been duly authorized, executed and delivered and will constitute valid and binding limited obligations of the Authority in conformity with and entitled to the benefit and security of the Agreement enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors rights generally, by the application of equitable principles if equitable remedies are sought, and by limitations on remedies imposed in actions against public entities in the State.

(g) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over the matter which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Authority of its obligations in connection with the issuance, sale and delivery of the Series 2023A Bonds under this Purchase Contract and the Agreement have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2023A Bonds; and, except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction in the matter which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Authority of its respective obligations under this Purchase Contract and the Authority Documents have been duly obtained.

(h) On the date hereof and at the Closing, the Authority will be in compliance with the covenants and agreements contained in this Purchase Contract and the Authority Documents, and no event of default and no event which, with the lapse of time or giving of notice, or both, would constitute an event of default thereunder, shall have occurred and be continuing.

(i) As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Authority, threatened against the

Authority, affecting the corporate existence of the Authority or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2023A Bonds or the levy or collection by the Authority of the Proposition C Sales Tax or application of the Pledged Revenues or other money to be pledged to pay the principal of and interest on the Series 2023A Bonds, or contesting or affecting as to the Authority the validity or enforceability of the Act, the Series 2023A Bonds, the Resolution, this Purchase Contract or any Authority Documents, or contesting the tax-exempt status of interest on the Series 2023A Bonds, or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the Authority or any authority for the issuance of the Series 2023A Bonds, the adoption of the Resolution, the collection of the Proposition C Sales Tax, the pledge of the Pledged Revenues or the execution and delivery by the Authority of this Purchase Contract or any Authority Document, nor, to the best knowledge of the Authority, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would affect in any way the validity or enforceability of the Act as to the Authority or materially and adversely affect the authorization, execution, delivery or performance by the Authority of the Series 2023A Bonds, any Authority Document or this Purchase Contract, the collection of the Proposition C Sales Tax or the pledge of the Pledged Revenues or the adoption of the Resolution.

(j) The Series 2023A Bonds, when issued, will conform in all material respects to the description thereof contained in the Preliminary Official Statement and the Official Statement under the captions “DESCRIPTION OF THE SERIES 2023-A BONDS” and “APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS”; the proceeds of the Series 2023A Bonds, when issued, will be applied generally as described in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION—Purpose of the Series 2023A Bonds” and “PLAN OF REFUNDING AND APPLICATION OF THE SERIES 2023-A BOND PROCEEDS;” and the Authority Documents conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(k) The Preliminary Official Statement (other than information allowed to be omitted by Rule 15c2-12), as of its date and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (excluding therefrom the information contained under the caption “UNDERWRITING” and under “APPENDIX G—BOOK-ENTRY-ONLY SYSTEM” as to which no representations or warranties are made).

(l) The financial statements of the Authority as of June 30, 2022, attached to the Official Statement as Appendix B, fairly represent the revenues, expenditures, assets, liabilities and fund balances of such amounts and, insofar as presented, other funds of the Authority as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Representative, there has not been any materially adverse change in the financial condition of the Authority or in its operations since June 30, 2022 and there has been no occurrence, circumstance or

combination thereof which is reasonably expected to result in any such materially adverse change.

(m) At all times upon the delivery thereof and subsequent to the date of delivery thereof (up to and including the Closing Date), the Official Statement, as supplemented and amended, did not and will not, except for brief periods between changes in any relevant circumstances and the timely amendment or supplement of the Official Statement to reflect such change, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (excluding therefrom the information contained under the caption “UNDERWRITING” and under “APPENDIX G—BOOK-ENTRY-ONLY SYSTEM” as to which no representations or warranties are made).

(n) If, subsequent to the date hereof and prior to the Closing, an event occurs affecting the Authority which is materially adverse for the purpose for which the Official Statement, as then supplemented or amended, is to be used and such event is not disclosed in the Official Statement, the Authority shall notify the Representative and if in the opinion of the Authority or the Representative such event requires a supplement or amendment to the Official Statement, the Authority will supplement or amend the Official Statement in a form and manner approved by the Representative.

(o) After the Closing, the Authority will not participate in the delivery of any amendment of or supplement to the Official Statement, to which, after being furnished with a copy, the Representative shall reasonably object in writing and which shall be disapproved by the Representative, Norton Rose Fulbright US LLP, counsel to the Underwriters (“*Underwriters’ Counsel*”), Nixon Peabody LLP, as bond counsel to the Authority (“*Bond Counsel*”) or Kutak Rock LLP, as disclosure counsel to the Authority (“*Disclosure Counsel*”), and if any event relating to or affecting the Authority shall occur during the period through and including the twenty-fifth day after the “underwriting period” (as defined in Rule 15c2-12) as a result of which it is necessary, in the opinion of the Authority, the Representative, or their respective counsel, to amend or supplement the Official Statement in order to make the Official Statement not inaccurate or misleading in the light of the circumstances existing at the time it is delivered to a prospective purchaser, the Authority will forthwith prepare and furnish to the Underwriters (at the expense of the Authority), a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to Underwriters’ Counsel, Bond Counsel and Disclosure Counsel) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading.

(p) If the information contained in the Official Statement is amended or supplemented pursuant to Section 6(o) hereof, at the time of each supplement or amendment thereto and (unless subsequently supplemented or amended pursuant to such clause) at all times subsequent thereto up to and including 25 days after the end of the “underwriting period,” the Official Statement, as supplemented and amended, will not,

except for brief periods between changes in any relevant circumstances and the timely amendment or supplement of the Official Statement to reflect such change, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (excluding therefrom the information contained under the caption “UNDERWRITING” and under “APPENDIX G—BOOK-ENTRY-ONLY SYSTEM” as to which no representations or warranties are made).

(q) The Authority will furnish such information, execute such instruments and take such other action not inconsistent with applicable law in cooperation with the Underwriters as the Representative may deem necessary in order (i) to qualify the Series 2023A Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Representative may designate; and (ii) to determine the eligibility of the Series 2023A Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the Series 2023A Bonds; provided, however, that in no event shall the Authority be required to take any action which would subject it to service of process in any jurisdiction in which it is not now so subject or be required to register as a dealer or broker or qualify to do business as a foreign corporation or to comply with any other similar requirements deemed by the Authority to be unduly burdensome.

(r) Between the date of this Purchase Contract and the Closing Date, the Authority will not, without the prior written consent of the Representative, except as disclosed in the Official Statement, offer or issue bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, secured by the Proposition C Sales Tax.

(s) The Authority is not currently in default, and has not within the last 10 years defaulted in the payment of principal of or interest on any bond, note or other obligation for borrowed money nor is it currently in default in any material respect under any agreement or instrument under which such obligation for borrowed money has been issued, and no event of which the Authority has notice or knowledge has occurred and is continuing under the provisions of any such agreement or instrument which, with or without the lapse of time or the giving of notice, or both, constitutes or would constitute a default thereunder.

(t) Except as described in the Preliminary Official Statement and the Official Statement, the Authority has complied with all previous continuing disclosure undertakings required pursuant to Rule 15c2-12 for the past five years.

(u) Any certificate signed by any authorized official of the Authority, and delivered to the Underwriters in connection with the execution and delivery of the Series 2023A Bonds, shall be deemed a representation and warranty by the Authority to the Underwriters as to the statements made therein.

(v) The Authority acknowledges and agrees that (i) the purchase and sale of the Series 2023A Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Authority and the Underwriters and that the Underwriters have financial and other interests that differ from those of the Authority, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as the municipal advisors, financial advisors, agents or fiduciaries of the Authority, (iii) the Underwriters (individually or collectively) have not assumed an advisory or fiduciary responsibility in favor of the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the Authority on other matters) and the Underwriters have no obligation to the Authority with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract and under applicable laws and regulations and (iv) the Authority has consulted its own municipal, legal, accounting, tax, financial and other advisors to the extent it has deemed appropriate.

**Section 7. Closing.** At 8:00 a.m., California Time, on April \_\_, 2023, or at such other date or time as shall have been mutually agreed upon by the Authority and the Representative (the "**Closing Date**"), the Authority will, subject to the terms and conditions hereof, issue and deliver the Series 2023A Bonds; and the Underwriters will accept such delivery and pay the Purchase Price set forth in Section 1 hereof, in immediately available funds to or on the order of the Authority. Payment for the Series 2023A Bonds shall be made at a place designated by the Authority, with the consent of the Representative. The Series 2023A Bonds will be delivered to the account of the Underwriters through The Depository Trust Company, New York, New York ("**DTC**") as fully registered bonds registered in the name of Cede & Co., as nominee of DTC. Physical delivery of the Series 2023A Bonds shall be made to the Trustee, as agent for DTC under the Fast Automated Securities Transfer system, or as otherwise instructed by the Authority or the Trustee. Such payment and delivery is referred to herein as the "**Closing.**" The Series 2023A Bonds shall be made available to the Underwriters for inspection not later than one business day before the Closing Date. It is anticipated that CUSIP identification numbers will be printed on the Series 2023A Bonds, but neither the failure to print such numbers on any Series 2023A Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the Series 2023A Bonds in accordance with the terms of this Purchase Contract.

**Section 8. Closing Conditions.** The Underwriters hereby enter into this Purchase Contract in reliance upon the representations, warranties and covenants of the Authority contained herein and the representations and warranties contained in the documents and instruments to be delivered at the Closing and upon the performance by the Authority of its obligations both on and as of the date hereof and as of the Closing Date. Accordingly, the Underwriters' obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2023A Bonds shall be subject to the accuracy of the representations and warranties of the Authority contained herein as of the date hereof and as of the Closing Date, to the accuracy of the statements of the officers and other officials of the Authority made in any certificate or other document furnished pursuant to the provisions hereof, to the performance by the Authority of its obligations to be

performed hereunder and under all documents and instruments furnished pursuant to the provisions hereof at or prior to the Closing Date, and are also subject to the following additional conditions:

(a) at the time of the Closing, this Purchase Contract and the Authority Documents shall have been duly authorized, executed and delivered and shall not have been revised, amended, modified or supplemented subsequent to the date hereof except as may have been agreed to by the Representative;

(b) at the time of Closing, all official action of the Authority related to this Purchase Contract, the Authority Documents and the sale of the Series 2023A Bonds shall be in full force and effect and this Purchase Contract and the Authority Documents shall not have been amended, modified, supplemented or repealed;

(c) at the time of Closing, the Authority shall have made timely payment of principal and/or interest when due on all of its outstanding indebtedness;

(d) as of the date hereof and at the time of Closing, trading in any securities of the Authority shall not have been suspended on any national securities exchange; nor shall any proceeding be pending or threatened by the Securities and Exchange Commission against the Authority;

(e) the Authority shall perform, or have performed at or prior to the time of the Closing, all of its obligations required under or specified in this Purchase Contract and the Authority Documents, as amended to the Closing Date, to be performed at or prior to the Closing;

(f) subsequent to the date hereof, up to and including the time of Closing, there shall not have occurred any change in or event particularly affecting the Authority, the Act, Proposition C, the Pledged Revenues, the Series 2023A Bonds, the Resolution or the Authority Documents as the foregoing matters are described in the Official Statement, which in the reasonable professional judgment of the Underwriters materially impairs the investment quality of the Series 2023A Bonds;

(g) Subsequent to the date hereof, up to and including the time of Closing, the California Department of Tax and Fee Administration (“CDTFA”) shall not have suspended or advised the Authority of suspension of the collection of the Proposition C Sales Tax or the escrow of any proceeds thereof by the CDTFA, and counsel to the Authority shall not have been advised of the suspension of the collection of the Proposition C Sales Tax or the escrow of any proceeds thereof by the CDTFA, nor shall CDTFA have questioned the validity of the Proposition C Sales Tax; and

(h) at or prior to the Closing, the Underwriters shall receive, among other items, the following in each case satisfactory in form and substance to the Representative and Underwriters’ Counsel:

(i) a copy of the Official Statement and each supplement or amendment thereto, manually executed on behalf of the Authority by its Deputy Executive Officer, Finance or another duly authorized officer of the Authority, together with

a copy of same in “the designated electronic format” (as defined in Rule G-32 of the MSRB);

(ii) a certified copy of the Resolution, which certificate shall state that such Resolution is in full force and effect as of the Closing Date and has not been amended, modified or rescinded since initial adoption;

(iii) duly executed copies of the Authority Documents and specimen copies of the Series 2023A Bonds;

(iv) an executed copy of the Tax Certificate, executed by the Authority, and evidence of the preparation for filing of IRS Form 8038-G;

(v) an opinion of Bond Counsel, dated the Closing Date and addressed to the Authority, substantially to the effect of the form included in the Official Statement as Appendix E, together with a letter of such counsel, dated the date of the Closing and addressed to the Underwriters, to the effect that the foregoing opinion addressed to the Authority may be relied upon by the Underwriters to the same extent as if such opinion were addressed to them;

(vi) an opinion of Bond Counsel, dated the Closing Date and addressed to the Authority and the Underwriters, to the effect that (A) the Series 2023A Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended (the “*Securities Act*”); (B) the Purchase Contract and the Continuing Disclosure Certificate have each been duly authorized, executed and delivered by the Authority, and assuming due authorization, execution and delivery by the other parties thereto, as applicable, the Purchase Contract and the Continuing Disclosure Certificate constitute legal, valid and binding agreements of the Authority enforceable in accordance with their respective terms, subject to (1) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally (including, without limitation, fraudulent conveyance laws), (2) general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, (3) the exercise of judicial discretion in appropriate cases, (4) the limitations on legal remedies imposed on actions against public entities in the State of California, and (5) the application of California laws relating to conflicts of interest to which public entities are subject, and no opinion is expressed on indemnification provisions; (C) the Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the “*Trust Indenture Act*”); and (D) the statements contained in the Official Statement under the captions “DESCRIPTION OF THE SERIES 2023-A BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023-A BONDS” and “TAX MATTERS” and in “APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS” and APPENDIX E—FORM OF BOND COUNSEL APPROVING OPINION,” insofar as the statements purport to summarize certain



provisions of the Series 2023A Bonds, the Authority Documents and the approving opinion of Bond Counsel, are accurate in all material respects;

(vii) an opinion, dated the Closing Date and addressed to the Authority and the Underwriters, of Disclosure Counsel to the effect that based upon information made available to them in the course of their preparation of the Preliminary Official Statement and the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, nothing has come to the attention of attorneys in their firm rendering legal services as Disclosure Counsel in connection with the Preliminary Official Statement and the Official Statement which caused them to believe that the Preliminary Official Statement and the Official Statement (excluding therefrom (i) with respect to the Preliminary Official Statement, any omissions permitted pursuant to Rule 15c2-12 and (ii) with respect to both the Preliminary Official Statement and the Official Statement, any CUSIP numbers, financial, statistical, economic or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumption or expressions of opinion contained therein, information regarding DTC and its book-entry system, any information contained or referred to in the section entitled “TAX MATTERS” or information concerning the tax-exempt status of the Series 2023A Bonds, statements under the caption “UNDERWRITING” and in Appendices B, D, E, F and G thereto, as to which no view need be expressed) as of their respective dates and with respect to the Preliminary Official Statement, as of the date of the Purchase Contract, and with respect to the Official Statement, as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(viii) an opinion, dated the date of the Closing, and addressed to the Underwriters, of Los Angeles County Counsel (“*County Counsel*”), to the effect that:

(A) the Authority is a county transportation commission, duly organized and validly existing under the laws of the State;

(B) the Resolution of the Authority authorizing the issuance of the Series 2023A Bonds and the execution and delivery of the Purchase Contract and the execution and delivery of the Thirty-Fourth Supplemental Trust Agreement, the Continuing Disclosure Certificate and the Escrow Agreement (collectively, the “*Financing Documents*”) was duly adopted at a meeting of the Board of Directors of the Authority on March 23, 2023, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption;

(C) except as disclosed in the Official Statement, there is no action, suit, proceeding or investigation at law or in equity before or by any court, or public body, pending or, to the best of our knowledge, threatened against the Authority, to restrain or enjoin the execution, issuance or delivery of the Series 2023A Bonds, the Purchase Contract or the Financing Documents or the Authority's performance of its obligations under the Series 2023A Bonds, this Purchase Contract, the Trust Agreement or the Financing Documents, the collection of the revenues pledged under the Agreement, or in any way contesting or affecting any authority for the issuance of the Series 2023A Bonds or the validity or enforceability of the Series 2023A Bonds, the Purchase Contract, the Trust Agreement or the Financing Documents, or in any way contesting the existence or powers of the Authority with respect to the issuance of the Series 2023A Bonds or the execution of the Purchase Contract and the Financing Documents or the security therefor wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Official Statement, the Purchase Contract, the Trust Agreement and the Financing Documents, or the validity of the Series 2023A Bonds;

(D) to the best of our knowledge, after due inquiry, the execution and delivery of the Series 2023A Bonds, the Purchase Contract and the Financing Documents and compliance with the foregoing, as appropriate, under the circumstances contemplated thereby, do not in any material respect conflict with or constitute on the part of the Authority a breach of or a default under any agreement or other instrument to which the Authority is a party (and of which we are aware) or by which it is bound (and of which we are aware) or any existing law, regulation, court order or consent decree to which the Authority is subject;

(E) the Purchase Contract, the Trust Agreement and the Financing Documents (collectively, the "**Referenced Documents**") and the Series 2023A Bonds were duly authorized by the Authority and were duly executed and delivered by officers of the Authority having all necessary power and authority to do so on behalf of the Authority and in its name. The Referenced Documents and the Series 2023A Bonds have been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery of the Referenced Documents by the parties thereto other than the Authority, the Referenced Documents and the Series 2023A Bonds constitute, legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights and remedies in general, including any limitations on legal remedies against public entities in the State, by any principles of law or public policy limiting the enforceability of indemnification provisions or the waiver of jury trial, and by the application of equitable principles if equitable remedies are sought. We express no opinion concerning waivers (including waiver of

jury trial) or the availability of equitable remedies in connection with the enforcement of the Referenced Documents or the Series 2023A Bonds;

(F) there is no authorization, approval, consent or other order of, or filing with, or certification by, the State or any other governmental authority or agency within the State having jurisdiction over the Authority required for the issuance of the Series 2023A Bonds or the consummation by the Authority of the other financial transactions contemplated by the Official Statement and the Referenced Documents (other than regulatory approvals in the normal course of the Authority's transit operations and other than qualification under the "Blue Sky" or securities laws of the United States or any state); and

(G) the preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly authorized by the Authority. The information in the Preliminary Official Statement and the Official Statement under the captions entitled "LITIGATION" and "APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY—LITIGATION" as of the date thereof and, with respect to the Preliminary Official Statement, as of the date of the Purchase Contract, and, with respect to the Official Statement, as of the Closing Date, does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ix) an opinion of Underwriters' Counsel, dated the Closing Date and addressed to the Underwriters, in form and substance acceptable to the Underwriters;

(x) a certificate of the Authority, dated the date of the Closing, signed on behalf of the Authority by an Authorized Authority Representative or other duly authorized officer of the Authority to the effect that (in lieu of or in conjunction with such certificate the Representative may, in their sole discretion, accept certificates or opinions of County Counsel or any deputy thereof, or of other counsel acceptable to the Representative, to the effect that in the opinion of such counsel the issues raised in any pending or threatened litigation referred to in such certificate are without substance or that the contentions of all plaintiffs therein are without merit):

(A) the representations and warranties of the Authority contained in the Purchase Contract are true, complete and correct on and as of the Closing Date as though made on the Closing Date;

(B) after reasonable investigation, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the best

knowledge of the Authority, threatened against the Authority, affecting the corporate existence of the Authority or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2023A Bonds or the levy or collection of the Proposition C Sales Tax or the application of the Pledged Revenues or other moneys pledged to pay the principal of and interest on the Series 2023A Bonds, or in any way contesting or affecting as to the Authority the validity or enforceability of the Act, the Series 2023A Bonds, the Resolution, the Purchase Contract or the Authority Documents, or contesting the tax-exempt status of interest on the Series 2023A Bonds, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Authority or any authority for the issuance of the Series 2023A Bonds, the adoption of the Resolution, the collection of the Proposition C Sales Tax, the pledge of the Pledged Revenues or the execution and delivery by the Authority of the Purchase Contract and the Authority Documents nor, to the best knowledge of the Authority, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would affect in any way the validity or enforceability of the Act as to the Authority or materially and adversely affect the authorization, execution, delivery or performance by the Authority of the Series 2023A Bonds, the Purchase Contract or the Authority Documents or the adoption of the Resolution. Additionally, no litigation, which in the aggregate would have a material adverse effect on the financial condition of the Authority, is pending, nor, to the best knowledge of the Authority, is there any basis therefor;

(C) no event affecting the Authority has occurred since the date of the Official Statement which should be disclosed in the Official Statement so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and which has not been disclosed in a supplement or amendment to the Official Statement; and

(D) the Authority has complied with all the material agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date pursuant to the Purchase Contract, the Agreement and the Resolution with respect to the issuance of the Series 2023A Bonds;

(xi) evidence that the Series 2023A Bonds have been rated “[ ]” by Moody’s Investor Services, Inc. (“**Moody’s**”) and “[ ]” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“**S&P**”).

(xii) a certificate of an authorized officer of U.S. Bank Trust Company, National Association (“**US Bank**”), dated the Closing Date, to the effect that (A) US Bank is a national banking association duly organized and validly existing

under the laws of the United States of America having full power and being qualified to enter into, accept and agree to the provisions of the Agreement and the Escrow Agreement, to perform its obligations under the Agreement and the Escrow Agreement and to authenticate the Series 2023A Bonds; (B) all approvals, consents and orders of any governmental authority or agency having jurisdiction in this matter that would constitute a condition precedent to the performance by US Bank of its trusts, duties and obligations under the Agreement and the Escrow Agreement have been obtained and are in full force and effect; (C) US Bank has duly accepted the duties and obligations of US Bank under the Agreement and the Escrow Agreement, which are legal, valid and binding obligations of US Bank; (D) acceptance of the duties and obligations of US Bank under the Agreement and the Escrow Agreement and the consummation of the transactions on the part of US Bank contemplated therein, and the compliance by US Bank, as applicable, with the terms, conditions and provisions of the Agreement and the Escrow Agreement do not contravene any provisions of applicable law or regulation or any order or decree, writ or injunction or the articles of incorporation or bylaws of US Bank, and, to the best knowledge of such officer, will not require the consent under or result in a breach of or a default under, any resolution, agreement or other instrument to which US Bank a party or by which it may be bound and (E) US Bank has not been served with any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, nor to the best knowledge of US Bank is any such action or other proceeding threatened against US Bank, as such but not in its individual capacity, affecting the existence of US Bank, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the collection of Proposition C Sales Tax to be applied to pay the principal and interest on the Series 2023A Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Agreement and the Escrow Agreement, or contesting the powers of US Bank or its authority to enter into, adopt or perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Agreement and the Escrow Agreement;

(xiii) a certified copy of the general resolution of Trustee authorizing execution and delivery of Series 2023A Bonds and Agreement;

(xiv) an opinion, dated the Closing Date and addressed to the Underwriters and the Authority, of counsel to US Bank, to the effect that (A) US Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America; (B) US Bank has all requisite corporate power, authority and legal right to execute and deliver the Thirty-Fourth Supplemental Trust Agreement, as trustee, and the Escrow Agreement, as escrow agent, to authenticate the Series 2023A Bonds, and to perform its obligations under the Agreement and the Escrow Agreement and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations under the Agreement and the Escrow Agreement and to authenticate the Series 2023A Bonds; (C) US Bank has duly authorized, executed and delivered the Thirty-Fourth Supplemental Trust

Agreement and the Escrow Agreement and has duly authenticated the Series 2023A Bonds, and assuming the due authorization, execution and delivery thereof by the other parties thereto, each of the Agreement and the Escrow Agreement is the legal, valid and binding agreement of US Bank, enforceable in accordance with its terms against US Bank; (D) no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over US Bank that has not been obtained by US Bank is required for the authorization, execution, and delivery by US Bank of the Thirty-Fourth Supplemental Trust Agreement or the Escrow Agreement, the authentication of the Series 2023A Bonds, or the performance of the duties and obligations of US Bank under the Agreement or the Escrow Agreement; and (E) the execution and delivery of the Thirty-Fourth Supplemental Trust Agreement and the Escrow Agreement, and compliance with the provisions of the Agreement and the Escrow Agreement by US Bank will not violate any provisions of any law or regulation governing US Bank or any order of any governmental authority having jurisdiction over US Bank;

(xv) a duly executed copy of the DTC Representation Letter;

(xvi) the items required by the Trust Agreement as conditions for issuance of the Series 2023A Bonds;

(xvii) a copy of the Report of Proposed Debt Issuance and the Report of Final Sale required to be delivered to the California Debt and Investment Advisory Commission;

(xviii) an opinion of Bond Counsel, dated the Closing Date, addressed to the Authority and the Trustee pursuant to Section 10.03(d)(ii) of the Trust Agreement;

(xix) a defeasance opinion of Bond Counsel to the effect that the Refunded Bonds are deemed to be paid under the Trust Agreement;

(xx) a verification report of Causey Demgen & Moore P.C.;

(xxi) a transcript of all proceedings relating to the authorization and delivery of the Series 2023A Bonds; and

(xxii) such additional certificates, legal opinions of Bond Counsel, Underwriters' Counsel or other counsel and such other instruments or documents as Underwriters' Counsel or Bond Counsel reasonably request to evidence the truth and accuracy as of the date hereof and as of the Closing Date of information contained in the Official Statement and the representations and warranties contained herein and in the Official Statement and the due satisfaction on or prior to the Closing Date of all conditions then to be satisfied in connection with the transaction contemplated hereby.

**Section 9. Termination.** The Underwriters shall have the right to terminate their obligations under this Purchase Contract to purchase, accept delivery of and to pay for the Series 2023A Bonds, if:

(a) between the date hereof and the Closing Date, the market price or marketability or the ability of the Underwriters to sell or to enforce contracts for the sale, at the initial offering prices set forth in the Official Statement, of the Series 2023A Bonds has been materially adversely affected, in the reasonable judgment of the Representative in consultation with the Authority (evidenced by a written notice to the Authority terminating the obligation of the Underwriters to accept delivery of and pay for the Series 2023A Bonds), by reason of any of the following:

(i) (A) any legislation that is (1) enacted by or introduced in Congress; (2) favorably reported for passage to either House of the Congress of the United States by any Committee of such House to which such legislation has been referred for consideration; (3) recommended to the Congress for passage by the President of the United States or the Treasury Department; or (4) officially presented by any member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives for formal action by such Committee, or officially presented as an option for formal consideration by either such Committee, by the Staff of such Committee or by the Staff of the Joint Committee on Taxation of the United States Congress, or by the occurrence of any other Congressional action, but only, however, if the occurrence of any of the foregoing events is generally accepted by the municipal bond market as potentially affecting the federal tax status of the Authority, its property or income, or the interest on its bonds or notes (including the Series 2023A Bonds); (B) any decision rendered by a court established under Article III of the Constitution of the United States or the Tax Court of the United States, but only, however, if such decision is generally accepted by the municipal bond market as potentially affecting the federal tax status of the Authority, its property or income, or the interest on its bonds or notes (including the Series 2023A Bonds); or (C) a final order, ruling, regulation or official statement issued or made (1) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by the holders of the Series 2023A Bonds, or upon such revenues or other income of the general character expected to be received by the Authority; or (2) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series 2023A Bonds are not exempt from registration or qualification under, or other requirements of, the Securities Act, the Trust Indenture Act or that the issuance, offering or sale of the Series 2023A Bonds or obligations of the general character of the Series 2023A Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement, otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(ii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States;

(iii) the outbreak of hostilities or escalation of any existing or future hostilities or terrorist attacks involving the United States or the declaration by the United States of a national emergency or war or the occurrence of any other local, national or international calamity or crisis or any escalation of any thereof (including an escalation of any calamity or crisis existing on the date hereof);

(iv) the declaration of a general banking moratorium by federal, New York or California authorities, a major financial crisis, material disruption in commercial banking or securities settlement or clearance services, or the general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange;

(v) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series 2023A Bonds or obligations of the general character of the Series 2023A Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the net capital requirements of the Underwriters;

(vi) the adoption of any amendment to the federal or California Constitution, a decision by any federal or State court, or enactment by any federal or State legislative body materially adversely affecting (A) the Authority or the right of the Authority to receive or to pledge any of the Pledged Revenues; (B) the validity or collection of the Proposition C Sales Tax; or (C) the validity or enforceability of the Series 2023A Bonds, this Purchase Contract, the Authority Documents or the Resolution;

(vii) a stop order, ruling or regulation by the Securities and Exchange Commission shall hereafter be issued or made, the reasonable effect of which is that the issuance, offering or sale of the Series 2023A Bonds, as contemplated herein or in the Official Statement, or of obligations of the general character of the Series 2023A Bonds, is in violation of any provisions of the Securities Act, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, the Trust Indenture Act, or any rule or regulation promulgated under any such Acts;

(viii) the purchase of and payment for the Series 2023A bonds by the Underwriters or the sale of the Series 2023A Bonds to the Underwriters or their resale or reoffering by the Underwriters, on the terms and conditions provided in



this Purchase Contract, is prohibited by any applicable law or governmental authority, board, agency or commission.

(ix) except as otherwise described in the Official Statement, there shall occur any materially adverse change or any materially adverse development involving a prospective change in or affecting the business, properties or financial condition of the Authority; or

(x) there has been a suspension, withdrawal or downgrading, or any official statement has been made as to the possible suspension, withdrawal or downgrading of any rating assigned to the Series 2023A Bonds by Moody's or S&P.

(b) an event occurs, or information becomes known, which, in the judgment of the Representative, makes untrue any material statement or information contained in the Preliminary Official Statement or the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, which event or information has not been reflected to the satisfaction of the Representative in an amendment or supplement to the Preliminary Official Statement or the Official Statement pursuant to Section 6(n) hereof; or

(c) any litigation shall be instituted, pending or threatened to restrain or enjoin the validity and collection of the Proposition C Sales Tax or the issuance or sale of the Series 2023A Bonds, or in any way protesting or affecting the authority of the Authority to issue the Series 2023A Bonds or the validity of the Series 2023A Bonds or this Purchase Contract, the Authority Documents or the Resolution, or which would materially and adversely affect the existence or powers of the Authority.

#### **Section 10. Expenses.**

(a) The Underwriters shall be under no obligation to pay, and the Authority shall pay, or cause to be paid, all expenses incident to the performance of the Authority's obligations hereunder, including, but not limited to, the cost of word processing and reproducing, executing and delivering the Series 2023A Bonds to the Underwriters; the cost of preparation, printing (and/or word processing and reproducing), distribution and delivery of the Agreement, the Authority Documents, the Preliminary Official Statement, the Official Statement and such other agreements or proceedings as determined necessary with respect to the sale of the Series 2023A Bonds, in sufficient quantities for distribution in connection with the sale of the Series 2023A Bonds; the fees and disbursements of Bond Counsel and Disclosure Counsel; the fees and disbursements of any other accountants, attorneys, financial advisors and experts or consultants retained in connection with the issuance of the Series 2023A Bonds; the fees and disbursements of the Trustee; fees charged by the rating agencies for rating the Series 2023A Bonds; the meal, transportation, travel and lodging fees and expenses and any other customary fees and expenses of the Authority (including any member of the Board of Directors of the Authority and any

official, officer or any other employee of the Authority) or any other governmental official or employees incident and ancillary to the carrying out of the transactions described in this Purchase Contract and the Official Statement; and any other expenses not specifically enumerated in Section 10(b) below incurred in connection with the issuance of the Series 2023A Bonds.

(b) The Underwriters shall pay the following expenses (which may be included as an expense component of the Underwriters' discount): (i) the fees and disbursements of Underwriters' Counsel; (ii) the cost of preparation and printing of Blue Sky and legal investment memoranda to be used by them; (iii) all advertising and marketing expenses in connection with the public offering of the Series 2023A Bonds; (iv) any fees assessed upon the Underwriters with respect to the Series 2023A Bonds by DTC, the Municipal Securities Rulemaking Board or the Financial Industry Regulatory Authority; (v) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure compliance review; and (vi) the CUSIP Service bureau charge for the assignment of CUSIP numbers.

**Section 11. Covenants and Agreements of the Authority.** No covenant or agreement contained in this Purchase Contract shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Authority nor shall such persons be liable personally under this Purchase Contract or be subject to any personal liability or accountability solely by reason of the execution of this Purchase Contract or solely by reason of the breach or attempted alleged breach hereof by the Authority.

**Section 12. Notices.** Any notice to be given to the Authority under this Purchase Contract may be given by delivering the same to the Los Angeles County Metropolitan Transportation Authority, One Gateway Plaza, 21<sup>st</sup> Floor, Los Angeles, California 90012 Attention: Deputy Executive Officer, Finance; any such notice to be given to the Underwriter may be given by delivering the same to Citigroup Global Markets Inc., 300 South Grand Avenue, Suite 3110, Los Angeles, CA 90071, Attention: Chris Mukai.

**Section 13. Survival of Representations and Warranties.** The representations and warranties of the Authority set forth in or made pursuant to this Purchase Contract shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Contract and regardless of any investigations or statements as to the results thereof made by or on behalf of the Underwriters and regardless of delivery of and payment for the Series 2023A Bonds. All of the Authority's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (a) any investigations made by or on behalf of the Underwriters; (b) delivery of and payment for the Series 2023A Bonds pursuant to this Purchase Contract; and (c) any termination of this Purchase Contract.

**Section 14. Parties in Interest.** This Purchase Contract is made solely for the benefit of the Authority and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof.

**Section 15. Governing Law.** This Purchase Contract shall be governed by, and construed in accordance with, the laws of the State of California.

**Section 16. Counterparts and Headings.** This Purchase Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The headings of the section of this Purchase Contract are inserted for convenience and shall not be deemed to be a part hereof.

**Section 17. Waiver by Representative.** The Representative, in its sole discretion, may waive any condition or requirement imposed upon the Authority as set forth in this Purchase Contract.

**Section 18. Entire Agreement.** This Purchase Contract when accepted by the Authority in writing as heretofore specified shall constitute the entire agreement between the Authority and the Underwriters with respect to the purchase of the Series 2023A Bonds.

**Section 19. Effectiveness.** This Purchase Contract shall become effective upon the execution of the acceptance hereby by the Authority, and valid and binding and enforceable as of the time acceptance.

**Section 20. Assignment.** The rights and obligations created by this Purchase Contract shall not be subject to assignment by the Underwriters or the Authority without the prior written consent of the other party hereto.

**Section 21. Severability.** In the event any provision of this Purchase Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

THE UNDERWRITERS:

CITIGROUP GLOBAL MARKETS INC.,  
as representative of itself and  
Goldman Sachs & Co. LLC,  
Sibert Williams Shank & Co., LLC and  
Drexel Hamilton LLC

By \_\_\_\_\_  
Authorized Representative

The foregoing is hereby agreed to and  
accepted as of the date first above written.

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By \_\_\_\_\_  
Rodney Johnson  
Deputy Executive Officer, Finance

[Signature page to Purchase Contract]

**SCHEDULE I**

**SCHEDULE OF MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,  
YIELDS AND PRICES AND REDEMPTION PROVISIONS**

\$ \_\_\_\_\_  
**Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Refunding Bonds  
Senior Bonds, Series 2023-A**

**Maturity Schedule**

<b>Maturity (July 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>	<b>10% Test Satisfied*</b>	<b>10% Test Not Satisfied</b>	<b>Subject to Hold-The- Offering Price Rule</b>
2023							

**Redemption Provisions**

Optional Redemption of Series 2023-A Bonds. The Series 2023-A Bonds maturing on or before July 1, 20[ ] are not subject to optional redemption prior to their stated maturities. The Series 2023-A Bonds maturing on or after July 1, 20[ ] are subject to redemption at the option of the Authority on or after July 1, 20[ ], in whole or in part in Authorized Denominations at any time, from any moneys that may be provided for such purpose and at the redemption price of 100% of the principal amount of such Series 2023-A Bonds to be redeemed, plus accrued interest to the date fixed for redemption, without premium.

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\* At the time of the execution of this Purchase Agreement and assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Agreement.

## APPENDIX A

### ISSUE PRICE CERTIFICATE (REPRESENTATIVE)

\$ \_\_\_\_\_

#### Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A

The undersigned, Citigroup Global Markets Inc. (the “Representative”), on behalf of itself and on behalf of the other underwriters for the herein referenced Series 2023A Bonds (collectively, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Series 2023A Bonds”).

1. ***Sale of the 10% Test Maturities.*** As of the date of this certificate, for each Maturity of the Series 2023A Bonds listed as a “10% Test Maturity” in Schedule A attached hereto, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A attached hereto.

2. ***Initial Offering Price of the Hold-the-Price Maturities.***

(a) The Underwriting Group offered the “Hold-the-Price Maturities” (as listed in Schedule A attached hereto) to the Public for purchase at the respective initial offering prices listed in Schedule A attached hereto (the “Initial Offering Prices”) on or before the Sale Date.

(b) With respect to the Hold-the-Price Maturities, as agreed to in writing by the Representative in the Purchase Contract, dated April \_\_, 2023, between the Representative, on behalf of themselves and on behalf of the other members of the Underwriting Group, and the Authority, the Representative has not offered or sold unsold Series 2023A Bonds of any of the Hold-the-Price Maturities to any person at a price that is higher than or a yield lower than the respective Initial Offering Prices for such Maturities of the Series 2023A Bonds during the Holding Period.

3. ***Pricing Wire or Equivalent Communication.*** A copy of the pricing wire or equivalent communication for the Series 2023A Bonds is attached to this certificate as Schedule B.

4. ***Defined Terms.***

(a) 10% Test Maturities means those Maturities of the Series 2023A Bonds listed in Schedule A hereto as the “10% Test Maturities.”

(b) Authority means the Los Angeles County Metropolitan Transportation Authority.

(c) Hold-the-Price Maturities means those Maturities of the Series 2023A Bonds listed in Schedule A hereto as the “Hold-the-Price Maturities.”

(d) Holding Period means, with respect to a Hold-the-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which at least 10% of such Hold-the-Price Maturity was sold to the Public at prices that are no higher than or yields that are no lower than the Initial Offering Price for such Hold-the-Price Maturity.

(e) Maturity means Series 2023A Bonds with the same credit and payment terms. Series 2023A Bonds with different maturity dates, or Series 2023A Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

(g) Related Party. A purchaser of any Series 2023A Bonds is a “Related Party” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(h) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2023A Bonds. The Sale Date of the Series 2023A Bonds is April \_\_, 2023.

(i) Tax Certificate means the Tax Certificate, dated April \_\_, 2023, executed and delivered by the Authority in connection with the issuance of the Series 2023A Bonds.

(j) Underwriter means (i) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2023A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2023A Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2023A Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Authority with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2023A Bonds, and by Nixon Peabody LLP, as Bond Counsel to the Authority, in connection with rendering its

opinion that the interest on the Series 2023A Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Authority from time to time relating to the Series 2023A Bonds.

CITIGROUP GLOBAL MARKETS INC.,  
as Representative of the Underwriting Group

By \_\_\_\_\_  
Managing Director

Dated: April \_\_, 2023



**SCHEDULE A**  
**SALE PRICES**

Appendix A-4

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**

**(Attached)**

Appendix B-1

## APPENDIX F

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Certificate”) is executed and delivered by the Los Angeles County Metropolitan Transportation Authority (the “Authority”) in connection with the issuance of its \$\_\_\_\_\_ Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A (the “Series 2023-A Bonds”) pursuant to the terms of the Agreement (as defined herein). The Authority covenants and agrees as follows:

#### **Section 1. Definitions.**

“*Agreement*” means, collectively, the Amended and Restated Trust Agreement, dated as of January 1, 2010, as amended, by and between the Authority and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as trustee (the “Trustee”), and the Thirty-Fourth Supplemental Trust Agreement, dated as of [April] 1, 2023, by and between the Authority and the Trustee.

“*Annual Information*” means the information specified in Section 4 hereof.

“*EMMA System*” means the MSRB’s Electronic Municipal Market Access system or any successor nationally recognized municipal securities information repositories recognized by the Securities and Exchange Commission for the purposes referred to in Rule 15c2-12.

“*Financial Obligation*” means (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

“*Holder*” means any registered owner of Series 2023-A Bonds and any beneficial owner of Series 2023-A Bonds within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

“*Listed Events*” means any of the events listed in Section 5 hereof.

“*MSRB*” means the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“*Official Statement*” means the Official Statement, dated \_\_\_\_\_, 2023, prepared and distributed in connection with the initial sale of the Series 2023-A Bonds.

“*Rule 15c2-12*” means Rule 15c2-12, as amended through the date of this Certificate, as promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

**Section 2. Purpose of the Certificate.** This Certificate is being executed and delivered by the Authority pursuant to Rule 15c2-12 for the benefit of the Holders of the Series 2023-A Bonds in order to assist the participating underwriters in complying with Rule 15c2-12.

### **Section 3. Provision of Annual Information.**

(a) The Authority shall, not later than March 31 of each year (commencing March 31, 2024), provide to the MSRB through the EMMA System, in an electronic format and accompanied by identifying information all as prescribed by the MSRB, the Annual Information relating to the immediately preceding Fiscal Year that is consistent with the requirements of Section 4 hereof, which Annual Information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 hereof; provided that any audited financial statements may be submitted separately from the balance of the Annual Information and later than the date required above for the filing of the Annual Information if they are not available by that date. If the Fiscal Year for the Authority changes, the Authority shall give notice of such change in the same manner as for a Listed Event under Section 5(e) hereof.

(b) If in any year, the Authority does not provide the Annual Information to the MSRB by the time specified above, the Authority shall instead timely file a notice to the MSRB through the EMMA System stating that the Annual Information has not been timely completed and, if known, stating the date by which the Authority expects to file the Annual Information.

**Section 4. Content of Annual Information.** The Annual Information shall contain or incorporate by reference the following:

(a) The audited financial statements of the Authority for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as in effect from time to time and as applied to governmental units. If the Authority's audited financial statements are not available by the time the Annual Information is required to be filed pursuant to Section 3(a) hereof, the Annual Information shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Information when they become available.

(b) Updated historical information of the type set forth in "TABLE 3—Historical Net Proposition C Sales Tax Revenues, Local Allocations, Pledged Revenues and Debt Service Coverage" of the Official Statement; and

(c) Updated information of the type set forth in "TABLE 6—Los Angeles County Metropolitan Transportation Authority, Combined Proposition C Debt Service Schedule Senior Bonds" of the Official Statement, but only the information in the column entitled "Total Debt Service" and the information under the column entitled "Combined Total Debt Service Senior Bonds" and only to the extent the information in these columns has changed.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, that have been submitted to the MSRB through the EMMA System.

### **Section 5. Reporting of Listed Events.**

(a) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2023-A Bonds not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions with respect to the tax status of the Series 2023-A Bonds or the issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB) with respect to the Series 2023-A Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes;
9. Bankruptcy, insolvency, receivership or similar event of the Authority; or

Note: For the purposes of the event identified in subparagraph (a)(9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Authority in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority.

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

(b) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2023-A Bonds, if material, not later than ten business days after the occurrence of the event:

1. Unless described in paragraph 5(a)(5), adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Series 2023-A Bonds or other material events affecting the tax status of the Series 2023-A Bonds;
2. Modifications to rights of the Owners of the Series 2023-A Bonds;
3. Optional, unscheduled or contingent bond calls;
4. Release, substitution or sale of property securing repayment of the Series 2023-A Bonds;

5. Non-payment related defaults;
6. The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
7. Appointment of a successor or additional trustee or the change of name of a trustee; or
8. Incurrence of a Financial Obligation of the Authority, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders.

(c) The Authority shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 3(a) hereof, as provided in Section 3 hereof.

(d) Whenever the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(b) hereof, the Authority shall determine if such event would be material under applicable federal securities laws.

(e) If the Authority learns of an occurrence of a Listed Event described in Section 5(a) hereof, or determines that knowledge of a Listed Event described in Section 5(b) hereof would be material under applicable federal securities laws, the Authority shall within ten business days of occurrence file a notice of such occurrence with the MSRB through the EMMA System in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsections (a)(7) or (b)(3) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2023-A Bonds pursuant to the Agreement.

**Section 6. Remedies.** If the Authority shall fail to comply with any provision of this Certificate, then any Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding in law or in equity, this Certificate against the Authority and any of the officers, agents and employees of the Authority, and may compel the Authority or any such officers, agents or employees to perform and carry out their duties under this Certificate; provided that the sole and exclusive remedy for breach of this Certificate shall be an action to compel specific performance of the obligations of the Authority hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to Section 4 or 5 hereof may be brought only by the Holders of 25% in aggregate principal amount of the Series 2023-A Bonds at the time outstanding. A failure by the Authority to comply with the provisions of this Certificate shall not constitute an Event of Default under the Agreement.

**Section 7. Parties in Interest.** This Certificate is executed and delivered solely for the benefit of the Holders. No other person shall have any right to enforce the provisions hereof or any other rights hereunder.

**Section 8. Amendment.** Without the consent of any Holders of Series 2023-A Bonds, the Authority at any time and from time to time may enter into any amendments or changes to this Certificate for any of the following purposes:

(a) to comply with or conform to any changes in Rule 15c2-12 or any authoritative interpretations thereof by the Securities and Exchange Commission or its staff (whether required or optional);

(b) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;

(c) to evidence the succession of another person to the Authority and the assumption by any such successor of the covenants of the Authority hereunder;

(d) to add to the covenants of the Authority for the benefit of the Holders, or to surrender any right or power herein conferred upon the Authority; or

(e) to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Authority, or type of business conducted; provided that (i) the certificate, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Series 2023-A Bonds, after taking into account any amendments or authoritative interpretations of the Rule, as well as any change in circumstances; and (ii) the amendment or change does not materially impair the interests of Holders, as determined either by a party unaffiliated with the Authority (such as bond counsel), or by the vote or consent of Holders of a majority in outstanding principal amount of the Series 2023-A Bonds on or prior to the time of such amendment or change.

**Section 9. Termination of Obligation.** This Certificate shall remain in full force and effect until such time as all principal of and interest on the Series 2023-A Bonds shall have been paid in full or legally defeased pursuant to the Agreement. Upon any such legal defeasance, the Authority shall provide notice of such defeasance to the EMMA System. Such notice shall state whether the Series 2023-A Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

**Section 10. Governing Law.** THIS CERTIFICATE SHALL BE GOVERNED BY THE LAWS OF CALIFORNIA DETERMINED WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW.

IN WITNESS WHEREOF, the undersigned has executed this Continuing Disclosure Certificate this [•] day of [April], 2023.

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ESCROW AGREEMENT**

by and between

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,**  
as Trustee and Escrow Agent

relating to:

Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Bonds,  
Senior Bonds, Series 2013-B

Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Refunding Bonds,  
Senior Bonds, Series 2013-C

and

Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Refunding Bonds,  
Senior Bonds, Series 2014-A

Dated \_\_\_\_\_, 2023



## ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated \_\_\_\_\_, 2023 (this “*Escrow Agreement*”), is made by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY** (the “*Authority*”), a county transportation commission duly organized and existing pursuant to Chapter 2, Division 12 of the California Public Utilities Code (commencing with Section 130050.2), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as successor in interest to U.S. Bank National Association, as trustee under the hereinafter defined Agreement, the Twenty-Fourth Supplemental Agreement, and the Twenty-Fifth Supplemental Agreement, and as escrow agent (the “*Trustee/Escrow Agent*”).

### WITNESSETH:

WHEREAS, the Authority has previously issued its Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2013-B (the “*Series 2013-B Bonds*”), its Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-C (the “*Series 2013-C Bonds*”) and its Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2014-A (the “*Series 2014-A Bonds*,” and together with the Series 2013-B Bonds and the Series 2013-C Bonds, the “*Refunded Bonds*”), pursuant to the Amended and Restated Trust Agreement, dated as of January 1, 2010, as amended and supplemented (the “*Agreement*”), by and between the Authority and the Trustee/Escrow Agent, as trustee, the Twenty-Fourth Supplemental Trust Agreement, dated as of December 1, 2013, with respect to the Series 2013-B Bonds and the Series 2013-C Bonds (the “*Twenty-Fourth Supplemental Agreement*”), by and between the Authority and the Trustee/Escrow Agent, as trustee, and the Twenty-Fifth Supplemental Trust Agreement, dated as of June 1, 2014, with respect to the Series 2014-A Bonds (the “*Twenty-Fifth Supplemental Agreement*”), by and between the Authority and the Trustee/Escrow Agent, as trustee; and

WHEREAS, the Authority is, simultaneously with the execution of this Escrow Agreement, issuing \$[\_\_\_\_\_] aggregate principal amount of its Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A (the “*Series 2023-A Bonds*”) under the terms of the Agreement and the Thirty-Fourth Supplemental Trust Agreement, dated as of [\_\_\_\_\_] 1, 2023 (the “*Thirty-Fourth Supplemental Agreement*”), by and between the Authority and the Trustee/Escrow Agent, as trustee; and

WHEREAS, the Series 2023-A Bonds are being issued to, among other things, current refund and defease the Refunded Bonds set forth in Exhibit A attached hereto; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**Section 1. Creation of Escrow Fund.** There is hereby created and established with the Trustee/Escrow Agent a special and irrevocable escrow fund designated the “Los Angeles County Metropolitan Transportation Authority, Proposition C Sales Tax Revenue Refunding Bonds,

Senior Bonds, Escrow Fund” (herein referred to as the “*Escrow Fund*”), within which there shall be established an escrow account for the Series 2013-B Bonds (the “*Series 2013-B Bonds Escrow Account*”), an escrow account for the Series 2013-C Bonds (the “*Series 2013-C Bonds Escrow Account*”), and an escrow account for the Series 2014-A Bonds (the “*Series 2014-A Bonds Escrow Account*”), each to be held in the custody of the Trustee/Escrow Agent in trust under this Escrow Agreement for the benefit of the owners of the Refunded Bonds. Except as otherwise provided in Section 5 hereof, the Authority shall have no interest in the funds held in the Escrow Fund.

## **Section 2. Deposit to the Escrow Fund.**

(a) Concurrently with the execution and delivery of this Escrow Agreement, the Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, deposit the sum of \$[ ] to be derived from the proceeds of the sale of the Series 2023-A Bonds (which the Authority shall transfer or caused to be transferred to the Trustee/Escrow Agent on [ ], 2023) to the Series 2013-B Bonds Escrow Account.

(b) Concurrently with the execution and delivery of this Escrow Agreement, the Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, deposit the sum of \$[ ] to be derived from the proceeds of the sale of the Series 2023-A Bonds (which the Authority shall transfer or caused to be transferred to the Trustee/Escrow Agent on [ ], 2023) to the Series 2013-C Bonds Escrow Account.

(c) Concurrently with the execution and delivery of this Escrow Agreement, the Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, deposit the sum of \$[ ] to be derived from the proceeds of the sale of the Series 2023-A Bonds (which the Authority shall transfer or caused to be transferred to the Trustee/Escrow Agent on [ ], 2023) to the Series 2014-A Bonds Escrow Account.

(d) The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, transfer to the Series 2013-B Bonds Escrow Account within the Escrow Fund for the Series 2013-B Bonds (i) \$[ ] in cash from the Series 2013-B Account of the Reserve Fund, (ii) \$[ ] from the Series 2013-B Subaccount of the Senior Bond Interest Account of the Senior Debt Service Fund, and (iii) \$[ ] from the Series 2013-B Subaccount of the Senior Bond Principal Account of the Senior Debt Service Fund. The Authority further directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, transfer to the Series 2013-C Bonds Escrow Account within the Escrow Fund for the Series 2013-C Bonds (i) \$[ ] in cash from the Series 2013-C Account of the Reserve Fund, (ii) \$[ ] from the Series 2013-C Subaccount of the Senior Bond Interest Account of the Senior Debt Service Fund, and (iii) \$[ ] from the Series 2013-C Subaccount of the Senior Bond Principal Account of the Senior Debt Service Fund. The Authority further directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, transfer to the Series 2014-A Bonds Escrow Account within the Escrow Fund for the Series 2014-A Bonds (i) \$[ ] in cash from the Series 2014-A Account of the Reserve Fund, (ii) \$[ ] from the Series 2014-A Subaccount of the Senior Bond Interest Account of the Senior Debt Service Fund,

and (iii) \$[\_\_\_\_\_] from the Series 2014-A Subaccount of the Senior Bond Principal Account of the Senior Debt Service Fund.

(e) The Trustee/Escrow Agent hereby acknowledges receipt of \$[\_\_\_\_\_] as described in clauses (a), (b), (c) and (d) above, and that such amounts were deposited in the Escrow Fund.

(f) The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, on [\_\_\_\_\_] , 2023, use \$[\_\_\_\_\_] on deposit in the Escrow Fund to purchase the securities described in Schedule I attached hereto (the “*Initial Federal Securities*”) and shall retain the balance, \$[\_\_\_\_\_] , in the Escrow Fund as cash. The Trustee/Escrow Agent has received a report of Causey Demgen & Moore P.C. (the “*Verification Agent*”) to the effect that the anticipated receipts on such Initial Federal Securities and the cash balance will be sufficient to pay the principal and interest due on the Refunded Bonds on July 1, 2023 and to pay the redemption price of and the accrued and unpaid interest on the Refunded Bonds maturing after that date on the Redemption Date.

**Section 3. Investment of the Escrow Fund.** The Trustee/Escrow Agent shall purchase the Initial Federal Securities as provided in Section 2 above and shall hold the Initial Federal Securities, the beginning cash balance and any earnings received thereon and any reinvestment thereof created by this Escrow Agreement and disburse such amounts as provided herein. The Trustee/Escrow Agent shall collect amounts due and shall sell or otherwise redeem or liquidate investments in the Escrow Fund as needed to make the payments and transfers required by this Escrow Agreement and may substitute Federal Securities, as defined in and subject to the terms and limitations of Section 7 of this Escrow Agreement, but otherwise shall have no power or duty to sell, transfer, request the redemption of or otherwise dispose of the Initial Federal Securities or amounts in the Escrow Fund.

**Section 4. Creation of Lien on Escrow Fund.** The deposit of the moneys, the Initial Federal Securities and any other Federal Securities in the Escrow Fund shall constitute an irrevocable deposit in trust for the benefit of the holders of the Refunded Bonds. The holders of the Refunded Bonds are hereby granted an express lien on the Escrow Fund and all moneys and investments from time to time held therein for the payment of amounts described in Section 5 hereof.

**Section 5. Use of Escrow Fund.** The Trustee/Escrow Agent shall withdraw the amount described in Schedule II attached hereto on the date set forth in Schedule II from the Escrow Fund and use such amount in its capacity as trustee for the Refunded Bonds to pay the principal of and interest on the Refunded Bonds as directed pursuant to the Agreement, the Twenty-Fourth Supplemental Agreement and the Twenty-Fifth Supplemental Agreement, as applicable.

The Trustee/Escrow Agent shall retain all unclaimed moneys, together with interest thereon, in the Escrow Fund and shall invest such unclaimed moneys as directed in writing by an Authorized Authority Representative (as defined in the Agreement). At such time as the Authority delivers to the Trustee/Escrow Agent written notice that no additional amounts from the Escrow Fund will be needed to pay or redeem the Refunded Bonds, or on July [5], 2023, whichever occurs

first, the Trustee/Escrow Agent shall transfer all amounts then remaining in the Escrow Fund to the Series 2023-A Subaccount of the Senior Bond Interest Account, established under the Thirty-Fourth Supplemental Agreement, to be used to pay interest on the Series 2023-A Bonds. At such time as no amounts remain in the Escrow Fund, such fund shall be closed.

**Section 6. Notice of Redemption; Notice of Defeasance.** The Authority hereby irrevocably instructs the Trustee/Escrow Agent to deliver (1) on the date hereof notices of defeasance in the form attached as Exhibit B to the holders of the Refunded Bonds and other required parties (including Securities Depositories) in accordance with Section 7.02(b) of the Agreement and to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA") and (2) at least 30 but not more than 60 days before July 1, 2023, notices of redemption to the holders of the Refunded Bonds maturing after July 1, 2023 and other parties (including Securities Depositories and MBIA Insurance Corporation) as provided in Section 4.01 of the Twenty-Fourth Supplemental Agreement with respect to the Series 2013-B Bonds and the Series 2013-C Bonds and in Section 4.01 of the Twenty-Fifth Supplemental Agreement with respect to the Series 2014-A Bonds and Section 3.03 of the Agreement with respect to the Refunded Bonds, in the manner and as required pursuant to the Agreement, the Twenty-Fourth Supplemental Agreement and the Twenty-Fifth Supplemental Agreement, as applicable, and to EMMA.

**Section 7. Investment in; Substitution of Federal Securities.** EXCEPT AS SPECIFICALLY PROVIDED BELOW, THE TRUSTEE/ESCROW AGENT MAY NOT SELL, TRANSFER, REQUEST THE REDEMPTION OF OR OTHERWISE DISPOSE OF THE INITIAL FEDERAL SECURITIES.

Interest income and other amounts received by the Trustee/Escrow Agent as payments on the Initial Federal Securities held in the Escrow Fund shall be held as part of such Escrow Fund to be used only for the purposes set forth in Section 5 of this Escrow Agreement and may be invested by the Trustee/Escrow Agent at the written direction of the Authority; provided that (a) such amounts may only be invested in Federal Securities as defined in this Section 7; and (b) such investments shall have maturities which do not extend beyond the date on which the moneys so invested will be needed to make payments required by Section 5 of this Escrow Agreement.

Upon the fulfillment of the conditions set forth in this Section 7, the Trustee/Escrow Agent at the written direction of the Authority may sell, liquidate or otherwise dispose of some or all of the Initial Federal Securities then held as an investment of the Escrow Fund and reinvest the proceeds thereof, together with other moneys held in the Escrow Fund in different Federal Securities; provided that no such substitution shall occur unless the Authority shall first deliver to the Trustee/Escrow Agent (a) an opinion by an independent certified public accountant nationally recognized in its profession for work of this character that, after such reinvestment or substitution, the principal amount of the Federal Securities then held in such Escrow Fund, together with the interest thereon and other available moneys therein, will be sufficient to pay the interest and principal then due on the Refunded Bonds on July 1, 2023 and the redemption price of and the accrued and unpaid interest on the Refunded Bonds maturing after that date on the Redemption Date in the amounts as required pursuant to the Twenty-Fourth Supplemental Agreement with respect to the Series 2013-B Bonds and the Series 2013-C Bonds and the Twenty-Fifth Supplemental Agreement with respect to the Series 2014-A Bonds; and (b) an opinion of nationally

recognized bond counsel to the effect that such sale, liquidation or other disposition and substitution of different Federal Securities is permitted under this Escrow Agreement, the Agreement, the Twenty-Fourth Supplemental Agreement and the Twenty-Fifth Supplemental Agreement, as applicable, and will not have any adverse effect with respect to the exemption of the interest on the Series 2023-A Bonds or the Refunded Bonds from income taxation under the Internal Revenue Code of 1986, as amended (the “*Code*”).

“*Federal Securities*,” as used herein, means direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including (in the case of direct and general obligations of the United States of America) evidence of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying United States obligations, (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations, and (c) the underlying United States obligations are held in safekeeping in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian or any person to whom the custodian may be obligated.

#### **Section 8. Liability of Trustee/Escrow Agent.**

(a) The Trustee/Escrow Agent shall not under any circumstance be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Trustee/Escrow Agent shall have no lien whatsoever on the Escrow Fund or moneys on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Trustee/Escrow Agent under this Escrow Agreement or otherwise.

(b) The Trustee/Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of any moneys deposited into the Escrow Fund or Initial Federal Securities or Federal Securities purchased at the direction of the Authority to pay the principal of and interest on the Refunded Bonds.

(c) The Authority agrees that if for any reason the investments and moneys and other funds available to pay principal of and interest on the Refunded Bonds are insufficient therefor, the Authority shall continue to be liable for payment therefor in accordance with the terms of the Agreement, the Twenty-Fourth Supplemental Agreement and the Twenty-Fifth Supplemental Agreement, as applicable.

(d) No provision of this Escrow Agreement shall require the Trustee/Escrow Agent to expend or risk its own funds.

(e) The Trustee/Escrow Agent may consult with bond counsel to the Authority or with such other counsel of its own choice subject to reasonable approval by the Authority (which may but need not be counsel to the Authority) and the opinion of such counsel shall

be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(f) Whenever in the administration of this Escrow Agreement the Trustee/Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or not taking any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Trustee/Escrow Agent, be deemed to be conclusively proved and established by a certificate of an Authorized Authority Representative, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Trustee/Escrow Agent, be full warrant to the Trustee/Escrow Agent for any action taken or not taken by it under the provisions of this Escrow Agreement in reliance thereon. Except with respect to any future reinvestment or substitution of Federal Securities as may be directed by the Authority as set forth in Section 7 herein, the Trustee/Escrow Agent hereby represents that, as of the date hereof, it does not need any further certificate or direction from any other party in order to carry out the terms of this Escrow Agreement.

(g) The Trustee/Escrow Agent may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, and shall be protected and indemnified as set forth in Section 12 hereof, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Trustee/Escrow Agent signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(h) The Trustee/Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Trustee/Escrow Agent be liable for any special, indirect or consequential damages.

(i) The Trustee/Escrow Agent shall not be responsible for any of the recitals or representations contained herein.

(j) The Trustee/Escrow Agent's rights to indemnification hereunder shall survive its resignation or removal and the termination of this Escrow Agreement.

(k) The Trustee/Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(l) The Trustee/Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("**Instructions**") given pursuant to this Escrow Agreement and delivered using Electronic Means ("**Electronic Means**" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication

keys issued by the Trustee/Escrow Agent, or another method or system specified by the Trustee/Escrow Agent as available for use in connection with its services hereunder.); provided, however, that the Authority shall provide to the Trustee/Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions (“*Authorized Officers*”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority, whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee/Escrow Agent Instructions using Electronic Means and the Trustee/Escrow Agent in its discretion elects to act upon such Instructions, the Trustee/Escrow Agent’s understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee/Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Trustee/Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee/Escrow Agent have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee/Escrow Agent and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee/Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee/Escrow Agent’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee/Escrow Agent, including without limitation the risk of the Trustee/Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee/Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee/Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

(m) The Trustee/Escrow Agent shall incur no liability for losses arising from any investment made pursuant to this Escrow Agreement.

(n) The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee/Escrow Agent will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Trustee/Escrow Agent hereunder.

**Section 9. Successor Trustee/Escrow Agent.** Any corporation into which the Trustee/Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to

which the Trustee/Escrow Agent shall be a party or any corporation succeeding to the corporate trust business of the Trustee/Escrow Agent, shall be the successor Trustee/Escrow Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

**Section 10. Termination.** This Escrow Agreement shall terminate when all transfers and payments required to be made by the Trustee/Escrow Agent under the provisions hereof shall have been made. Any deficiency in the amounts required to be paid hereunder shall be paid by the Authority. The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, distribute any moneys remaining in the Escrow Fund at the time of such termination to the Series 2023-A Subaccount of the Senior Bond Interest Account, established under the Thirty-Fourth Supplemental Agreement.

**Section 11. Tax-Exempt Nature of Interest on the Refunded Bonds.** The Authority covenants and agrees for the benefit of the holders of the Refunded Bonds that it will not direct or permit anything or act to be done in such manner as would cause interest on the Refunded Bonds to be included in the gross income of the recipients thereof for federal income tax purposes under the Code, nor will it use any of the proceeds received from the sale of the Series 2023-A Bonds, directly or indirectly, in any manner which would result in the Series 2023-A Bonds being classified as “arbitrage bonds” within the meaning of the Code.

**Section 12. Compensation and Indemnity of Trustee/Escrow Agent.** For acting under this Escrow Agreement, the Trustee/Escrow Agent shall be entitled to payment of fees of \$[1,000.00] for its services, including, without limitation, reasonable compensation for all services rendered in the execution, exercise and performance of any of the duties of the Trustee/Escrow Agent to be exercised or performed pursuant to the provisions of this Escrow Agreement, and all reasonable expenses, disbursements and advances incurred in accordance with any provisions of this Escrow Agreement (including the reasonable compensation and expenses and disbursements of independent counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder and out-of-pocket expenses including, but not limited to, postage, insurance, wires, stationery, costs of printing forms and letters and publication of notices of defeasance and redemption); however, such amount shall never be payable from or become a lien upon the Escrow Fund, which fund shall be held solely for the purposes and subject to the liens set forth in Sections 4 and 5, respectively, hereof. To the extent permitted by law, the Authority agrees to indemnify and hold the Trustee/Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all costs, expenses (including reasonable attorneys’ fees of counsel reasonably acceptable to the Authority), losses and damages suffered by it as a result thereof, including the costs and expenses of defending against any such claims, suits or actions, where and to the extent such claim, suit or action arises out of the performance by the Trustee/Escrow Agent of its duties under this Escrow Agreement; provided, however, that such indemnification shall not extend to claims, suits and actions brought against the Trustee/Escrow Agent which result in a judgment being entered, settlement being reached or other disposition made based upon the Trustee/Escrow Agent’s negligence or willful misconduct. The indemnification provided for in this Escrow Agreement shall never be payable from or become a lien upon the Escrow Fund, which Escrow Fund shall be held solely for the purpose and subject to the liens set forth in Sections 4 and 5, respectively, hereof. The obligations of the Authority under this Section 12 shall remain in effect and continue notwithstanding the



termination of this Escrow Agreement and the resignation or the removal of the Trustee/Escrow Agent.

**Section 13. Third-Party Beneficiaries and Amendments.** The owners of the Refunded Bonds are hereby recognized as third-party beneficiaries of this Escrow Agreement to the extent of their interests in the Escrow Fund as set forth in Sections 4 and 5 hereof.

**Section 14. Replacement and Resignation of Trustee/Escrow Agent.** The Authority may remove the Trustee/Escrow Agent and/or the Trustee/Escrow Agent may resign pursuant to the provisions of Section 9.09 of the Agreement and the applicable provisions of the Twenty-Fourth Supplemental Agreement and the Twenty-Fifth Supplemental Agreement.

**Section 15. Severability.** If any one or more of the provisions of this Escrow Agreement should be determined by a court of competent jurisdiction to be contrary to law, such provision shall be deemed and construed to be severable from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

**Section 16. Successors and Assigns.** All of the covenants and agreements in this Escrow Agreement contained by or on behalf of the Authority or the Trustee/Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**Section 17. Governing Law.** This Escrow Agreement shall be governed by the applicable laws of the State of California.

**Section 18. Headings.** Any headings preceding the text of the several Sections hereof, and any table of content appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Escrow Agreement, nor shall they affect its meaning, construction or effect.

**Section 19. Amendments.** The Authority and the Trustee/Escrow Agent shall not modify this Escrow Agreement without the consent of all of the owners of the Refunded Bonds affected by such modification which have not been paid in full.

**Section 20. Counterparts.** This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. The parties further agree that facsimile signatures or signatures scanned into a portable document format (pdf file) (or signatures in another electronic format designated by the Authority) and sent by e-mail shall be deemed original signatures.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By \_\_\_\_\_  
Rodney Johnson  
Deputy Executive Officer, Finance

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee and Escrow Agent

By \_\_\_\_\_  
Authorized Officer

[Signature page to Escrow Agreement]

**EXHIBIT A**

**REFUNDED BONDS**

Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Bonds,  
Senior Bonds, Series 2013-B

<b>Maturity Date (July 1)</b>	<b>Principal to be Paid or Redeemed</b>	<b>Redemption Price</b>	<b>Payment Date/ Redemption Date</b>	<b>CUSIP Number</b>
2023	\$10,285,000	100%	July 1, 2023	5447125T5
2024	10,800,000	100	July 1, 2023	5447125U2
2025	11,340,000	100	July 1, 2023	5447125V0
2026	11,905,000	100	July 1, 2023	5447125W8
2027	12,505,000	100	July 1, 2023	5447125X6
2028	13,130,000	100	July 1, 2023	5447125Y4
2029	13,785,000	100	July 1, 2023	5447125Z1
2030	14,475,000	100	July 1, 2023	5447126A5
2031	15,195,000	100	July 1, 2023	5447126B3
2032	15,955,000	100	July 1, 2023	5447126C1
2033	16,755,000	100	July 1, 2023	5447126D9
2034	17,595,000	100	July 1, 2023	5447126E7
2035	18,470,000	100	July 1, 2023	5447126F4
2036	19,395,000	100	July 1, 2023	5447126G2
2037	20,365,000	100	July 1, 2023	5447126H0
2038	21,255,000	100	July 1, 2023	5447126J6

Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Refunding Bonds,  
Senior Bonds, Series 2013-C

<b>Maturity Date (July 1)</b>	<b>Principal to be Paid or Redeemed</b>	<b>Redemption Price</b>	<b>Payment Date/ Redemption Date</b>	<b>CUSIP Number</b>
2023	\$5,935,000	100%	July 1, 2023	5447126T4
2024	6,230,000	100	July 1, 2023	5447126U1
2025	6,475,000	100	July 1, 2023	5447126V9
2026	6,800,000	100	July 1, 2023	5447126W7

Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Refunding Bonds,  
Senior Bonds, Series 2014-A

<b>Maturity Date (July 1)</b>	<b>Principal to be Paid or Redeemed</b>	<b>Redemption Price</b>	<b>Payment Date/ Redemption Date</b>	<b>CUSIP Number</b>
2027	\$6,410,000	100%	July 1, 2023	5447126X5
2028	6,730,000	100	July 1, 2023	5447126Y3
2029	7,060,000	100	July 1, 2023	5447126Z0
2030	7,415,000	100	July 1, 2023	5447127A4
2031	7,790,000	100	July 1, 2023	5447127B2
2032	8,175,000	100	July 1, 2023	5447127C0
2033	8,585,000	100	July 1, 2023	5447127D8
2034	9,015,000	100	July 1, 2023	5447127E6

## EXHIBIT B

### FORM OF NOTICE OF DEFEASANCE

#### NOTICE OF DEFEASANCE

##### RELATING TO:

Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Bonds,  
Senior Bonds, Series 2013-B

Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Refunding Bonds,  
Senior Bonds, Series 2013-C

Notice is hereby given to the holders of the below listed Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2013-B (the “**Defeased Series 2013-B Bonds**”) and Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-C (the “**Defeased Series 2013-C Bonds**”) and, together with the Defeased Series 2013-B Bonds, the “**Defeased Bonds**”) that: (i) there has been deposited with U.S. Bank Trust Company, National Association, as escrow agent (the “**Escrow Agent**”), moneys and investment securities as permitted by the Amended and Restated Trust Agreement, dated as of January 1, 2010, as amended and supplemented (the “**Trust Agreement**”), by and between the Los Angeles County Metropolitan Transportation Authority (the “**Authority**”) and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the “**Trustee**”), and the Twenty-Fourth Supplemental Trust Agreement, dated as of December 1, 2013 (the “**Twenty-Fourth Supplemental Agreement**”), by and between the Authority and the Trustee, the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, will be sufficient and available on July 1, 2023 to defease the Defeased Bonds and (ii) the Defeased Bonds are deemed paid in accordance with and for purposes of the Trust Agreement and the Twenty-Fourth Supplemental Agreement. The Defeased Bonds consist of the following bonds:

<b>Bond No.</b>	<b>Series</b>	<b>CUSIP Number<sup>1</sup></b>	<b>Maturity Date (July 1)</b>	<b>Principal Amount to be Paid or Redeemed</b>
R-10	2013-B	5447125T5	2023	\$10,285,000
R-11	2013-B	5447125U2	2024	10,800,000
R-12	2013-B	5447125V0	2025	11,340,000
R-13	2013-B	5447125W8	2026	11,905,000
R-14	2013-B	5447125X6	2027	12,505,000
R-15	2013-B	5447125Y4	2028	13,130,000
R-16	2013-B	5447125Z1	2029	13,785,000
R-17	2013-B	5447126A5	2030	14,475,000
R-18	2013-B	5447126B3	2031	15,195,000
R-19	2013-B	5447126C1	2032	15,955,000
R-20	2013-B	5447126D9	2033	16,755,000
R-21	2013-B	5447126E7	2034	17,595,000
R-22	2013-B	5447126F4	2035	18,470,000
R-23	2013-B	5447126G2	2036	19,395,000
R-24	2013-B	5447126H0	2037	20,365,000
R-25	2013-B	5447126J6	2038	21,255,000
R-9	2013-C	5447126T4	2023	5,935,000
R-10	2013-C	5447126U1	2024	6,230,000
R-11	2013-C	5447126V9	2025	6,475,000
R-12	2013-C	5447126W7	2026	6,800,000

<sup>1</sup> CUSIP numbers are provided only for the convenience of the reader. Neither the Authority nor the Trustee undertake any responsibility for the accuracy of such CUSIP numbers or for any changes or errors in the list of CUSIP numbers.

Dated this \_\_\_nd day of \_\_\_\_\_, 2023.

**Los Angeles County  
Metropolitan Transportation Authority**

**U.S. Bank Trust Company, National Association, as  
Trustee**

**NOTICE OF DEFEASANCE**

**RELATING TO:**

Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Refunding Bonds,  
Senior Bonds, Series 2014-A

Notice is hereby given to the holders of the below listed Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2014-A (the “**Defeased Bonds**”) that: (i) there has been deposited with U.S. Bank Trust Company, National Association, as escrow agent (the “**Escrow Agent**”), moneys and investment securities as permitted by the Amended and Restated Trust Agreement, dated as of January 1, 2010, as amended and supplemented (the “**Trust Agreement**”), by and between the Los Angeles County Metropolitan Transportation Authority (the “**Authority**”) and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the “**Trustee**”), and the Twenty-Fifth Supplemental Trust Agreement, dated as of June 1, 2014 (the “**Twenty-Fifth Supplemental Agreement**”), by and between the Authority and the Trustee, the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, will be sufficient and available on July 1, 2023 to defease the Defeased Bonds and (ii) the Defeased Bonds are deemed paid in accordance with and for purposes of the Trust Agreement and the Twenty-Fourth Supplemental Agreement. The Defeased Bonds consist of the following bonds:

<b>Bond No.</b>	<b>CUSIP Number<sup>1</sup></b>	<b>Maturity Date (July 1)</b>	<b>Principal Amount to be Paid or Redeemed</b>
R-1	5447126X5	2027	\$6,410,000
R-2	5447126Y3	2028	6,730,000
R-3	5447126Z0	2029	7,060,000
R-4	5447127A4	2030	7,415,000
R-5	5447127B2	2031	7,790,000
R-6	5447127C0	2032	8,175,000
R-7	5447127D8	2033	8,585,000
R-8	5447127E6	2034	9,015,000

<sup>1</sup> CUSIP numbers are provided only for the convenience of the reader. Neither the Authority nor the Trustee undertake any responsibility for the accuracy of such CUSIP numbers or for any changes or errors in the list of CUSIP numbers.

Dated this \_\_\_nd day of \_\_\_\_\_, 2023.

**Los Angeles County  
Metropolitan Transportation Authority**

**U.S. Bank Trust Company, National Association, as  
Trustee**

## EXHIBIT C

### NOTICE OF REDEMPTION

#### RELATING TO:

Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Bonds,  
Senior Bonds, Series 2013-B

Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Refunding Bonds,  
Senior Bonds, Series 2013-C

Notice is hereby given to the holders of the below listed Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Bonds, Senior Bonds, Series 2013-B (the “**Series 2013-B Bonds**”) and Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2013-C (the “**Series 2013-C Bonds**”) and, together with the Series 2013-B Bonds, the “**Refunded Bonds**”) that the Los Angeles County Metropolitan Transportation Authority (the “**Authority**”) has elected to redeem the Refunded Bonds. This notice is provided pursuant to the Amended and Restated Trust Agreement, dated as of January 1, 2010, as amended and supplemented (the “**Agreement**”), by and between Authority and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee thereunder (the “**Trustee**”), including as supplemented by the Twenty-Fourth Supplemental Trust Agreement, dated as of December 1, 2013 (the “**Twenty-Fourth Supplemental Agreement**”), by and between the Authority and the Trustee. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Agreement.

The Refunded Bonds consist of the following bonds:



<b>Bond No.</b>	<b>Series</b>	<b>Maturity Date (July 1)</b>	<b>Principal Amount</b>	<b>Redemption Price</b>	<b>Redemption Date</b>	<b>CUSIP Number<sup>1</sup></b>
R-11	2013-B	2024	\$10,800,000	100%	July 1, 2023	5447125U2
R-12	2013-B	2025	11,340,000	100	July 1, 2023	5447125V0
R-13	2013-B	2026	11,905,000	100	July 1, 2023	5447125W8
R-14	2013-B	2027	12,505,000	100	July 1, 2023	5447125X6
R-15	2013-B	2028	13,130,000	100	July 1, 2023	5447125Y4
R-16	2013-B	2029	13,785,000	100	July 1, 2023	5447125Z1
R-17	2013-B	2030	14,475,000	100	July 1, 2023	5447126A5
R-18	2013-B	2031	15,195,000	100	July 1, 2023	5447126B3
R-19	2013-B	2032	15,955,000	100	July 1, 2023	5447126C1
R-20	2013-B	2033	16,755,000	100	July 1, 2023	5447126D9
R-21	2013-B	2034	17,595,000	100	July 1, 2023	5447126E7
R-22	2013-B	2035	18,470,000	100	July 1, 2023	5447126F4
R-23	2013-B	2036	19,395,000	100	July 1, 2023	5447126G2
R-24	2013-B	2037	20,365,000	100	July 1, 2023	5447126H0
R-25	2013-B	2038	21,255,000	100	July 1, 2023	5447126J6
R-10	2013-C	2024	6,230,000	100	July 1, 2023	5447126U1
R-11	2013-C	2025	6,475,000	100	July 1, 2023	5447126V9
R-12	2013-C	2026	6,800,000	100	July 1, 2023	5447126W7

<sup>1</sup> CUSIP numbers are provided only for the convenience of the reader. Neither the Authority nor the Trustee undertake any responsibility for the accuracy of such CUSIP numbers or for any changes or errors in the list of CUSIP numbers.

The Owners of the Refunded Bonds are required to present and surrender the Refunded Bonds at the address of the Trustee set forth below in order to receive payment of the redemption price set forth above (the “**Redemption Price**”) and accrued interest, unless other arrangements for payment of principal are made in the Representation Letter:

**[U.S. Bank  
Global Corporate Trust  
111 Fillmore Avenue East  
St. Paul, Minnesota 55107]**

Owners presenting their Refunded Bonds in person for same day payment **must** surrender their Refunded Bond(s) by 1:00 P.M. CDT on the redemption date set forth above (the “**Redemption Date**”) and a check will be available for pick up after 2:00 P.M. CDT. Checks not picked up by 4:30 P.M. CDT will be mailed to the Owner via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Refunded Bond, you are not required to endorse the Refunded Bond to collect the Redemption Price.

For a list of redemption requirements, please visit the Trustee’s website at [www.usbank.com/corporatetrust](http://www.usbank.com/corporatetrust) and click on the “Bondholder Information” link for redemption instructions. You may also contact the Bondholder Communications team at 1-800-934-6802 Monday through Friday from 8 A.M. to 6 P.M. CDT.

On the Redemption Date, the Refunded Bonds shall cease to bear interest. If the Owner of any Refunded Bond that is subject to optional redemption fails to deliver such Refunded Bond to the Trustee

on the Redemption Date, such Refunded Bond shall nevertheless be deemed redeemed on the Redemption Date and the Owner of such Refunded Bond shall have no rights in respect thereof except to receive payment of the Redemption Price from funds that are held for such payment.

Redemption of the Refunded Bonds is conditioned on and subject to the deposit of the redemption moneys with the Trustee not later than the opening of business one (1) Business Day prior to the scheduled redemption date, and such notice shall be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption shall be canceled and on such cancellation date notice shall be provided to the Owners of the affected Refunded Bonds as provided for under Section 4.01 of the Twenty-Fourth Supplemental Agreement.

IMPORTANT NOTICE

Federal law requires the Trustee to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit [www.irs.gov](http://www.irs.gov) for additional information on the tax forms and instructions.

Dated this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023.

**Los Angeles County  
Metropolitan Transportation Authority**

**U.S. Bank Trust Company, National Association, as  
Trustee**

## NOTICE OF REDEMPTION

### RELATING TO:

Los Angeles County Metropolitan Transportation Authority  
Proposition C Sales Tax Revenue Refunding Bonds,  
Senior Bonds, Series 2014-A

Notice is hereby given to the holders of the below listed Los Angeles County Metropolitan Transportation Authority Proposition C Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2014-A (the “**Refunded Bonds**”) that the Los Angeles County Metropolitan Transportation Authority (the “**Authority**”) has elected to redeem the Refunded Bonds. This notice is provided pursuant to the Amended and Restated Trust Agreement, dated as of January 1, 2010, as amended and supplemented (the “**Agreement**”), by and between Authority and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee thereunder (the “**Trustee**”), including as supplemented by the Twenty-Fifth Supplemental Trust Agreement, dated as of June 1, 2014 (the “**Twenty-Fifth Supplemental Agreement**”), by and between the Authority and the Trustee. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Agreement.

The Refunded Bonds consist of the following bonds:

<b>Bond No.</b>	<b>Maturity Date (July 1)</b>	<b>Principal Amount</b>	<b>Redemption Price</b>	<b>Redemption Date</b>	<b>CUSIP Number<sup>1</sup></b>
R-1	2027	\$6,410,000	100%	July 1, 2023	5447126X5
R-2	2028	6,730,000	100	July 1, 2023	5447126Y3
R-3	2029	7,060,000	100	July 1, 2023	5447126Z0
R-4	2030	7,415,000	100	July 1, 2023	5447127A4
R-5	2031	7,790,000	100	July 1, 2023	5447127B2
R-6	2032	8,175,000	100	July 1, 2023	5447127C0
R-7	2033	8,585,000	100	July 1, 2023	5447127D8
R-8	2034	9,015,000	100	July 1, 2023	5447127E6

<sup>1</sup> CUSIP numbers are provided only for the convenience of the reader. Neither the Authority nor the Trustee undertake any responsibility for the accuracy of such CUSIP numbers or for any changes or errors in the list of CUSIP numbers.

The Owners of the Refunded Bonds are required to present and surrender the Refunded Bonds at the address of the Trustee set forth below in order to receive payment of the redemption price set forth above (the “**Redemption Price**”) and accrued interest, unless other arrangements for payment of principal are made in the Representation Letter:

[U.S. Bank  
Global Corporate Trust  
111 Fillmore Avenue East  
St. Paul, Minnesota 55107]

Owners presenting their Refunded Bonds in person for same day payment **must** surrender their Refunded Bond(s) by 1:00 P.M. CDT on the redemption date set forth above (the “**Redemption Date**”) and a check will be available for pick up after 2:00 P.M. CDT. Checks not picked up by 4:30 P.M. CDT will be mailed to the Owner via first class mail. If payment of the Redemption Price is to be made to the

registered owner of the Refunded Bond, you are not required to endorse the Refunded Bond to collect the Redemption Price.

For a list of redemption requirements, please visit the Trustee's website at [www.usbank.com/corporatetrust](http://www.usbank.com/corporatetrust) and click on the "Bondholder Information" link for redemption instructions. You may also contact the Bondholder Communications team at 1-800-934-6802 Monday through Friday from 8 A.M. to 6 P.M. CDT.

On the Redemption Date, the Refunded Bonds shall cease to bear interest. If the Owner of any Refunded Bond that is subject to optional redemption fails to deliver such Refunded Bond to the Trustee on the Redemption Date, such Refunded Bond shall nevertheless be deemed redeemed on the Redemption Date and the Owner of such Refunded Bond shall have no rights in respect thereof except to receive payment of the Redemption Price from funds that are held for such payment.

Redemption of the Refunded Bonds is conditioned on and subject to the deposit of the redemption moneys with the Trustee not later than the opening of business one (1) Business Day prior to the scheduled redemption date, and such notice shall be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption shall be canceled and on such cancellation date notice shall be provided to the Owners of the affected Refunded Bonds as provided for under Section 4.01 of the Twenty-Fifth Supplemental Agreement.

#### IMPORTANT NOTICE

Federal law requires the Trustee to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit [www.irs.gov](http://www.irs.gov) for additional information on the tax forms and instructions.

Dated this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023.

**Los Angeles County  
Metropolitan Transportation Authority**

**U.S. Bank Trust Company, National Association, as  
Trustee**

**SCHEDULE I**

**INITIAL FEDERAL SECURITIES**

<u>Type</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Total Purchase Cost</u>
<b>Total</b>				

**SCHEDULE II**

**PAYMENT REQUIREMENTS FOR REFUNDED BONDS**

<b>Series</b>	<b>Payment/ Redemption Date</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2013-B	July 1, 2023			
2013-C	July 1, 2023			
2014-A	July 1, 2023			



## Board Report

File #: 2023-0056, File Type: Motion / Motion Response

Agenda Number: 19.

**REVISED**  
**EXECUTIVE MANAGEMENT COMMITTEE**  
**MARCH 16, 2023**

**SUBJECT: FUNDING PLANS FOR EXISTING TIRCP PROJECTS AWARDED PARTIAL FUNDING**

**ACTION: RECEIVE AND FILE**

**RECOMMENDATION**

RECEIVE AND FILE report on funding plans for the West Santa Ana Branch (WSAB) and Metro L (Gold) Line Foothill Extension in response to Transit and Intercity Rail Capital Program Cycle 6 Grant Application Motion #49.1 (Attachment A).

**ISSUE**

At its December 1, 2022, meeting, the Board approved the “Transit and Intercity Rail Capital Program Cycle 6 Grant Application Motion 49.1” that requests a “Report back to the Board in March 2023 with funding plans that close the funding gaps for any Existing TIRCP Projects that are awarded partial funding through Cycle 6.” Metro submitted three Existing TIRCP Projects for Cycle 6 funding. East San Fernando Valley was awarded the full \$600 million requested and West Santa Ana Branch (WSAB) and Metro L (Gold) Line Foothill Extension did not receive any of the funding requested.

**BACKGROUND**

The Foothill Extension is a proposed planned extension of the Metro L Line from the current terminus in Pomona to Montclair. The Foothill Gold Line Construction Authority (the Authority) is managing the construction contract to build the project to Pomona, has cleared the project to Claremont and Montclair under CEQA, and completed advanced engineering. The cost to Pomona is funded through an agreement with Metro. The Authority had planned for a the current construction project to Montclair but reduced the scope to Pomona because the cost was greater than initially anticipated upon hiring the design-build contractor. The Authority estimates the funding gap needed to extend the project is \$798 million. The extension to Montclair is not in Metro’s LRTP or Measure M Plan. (Line 5 in the Expenditure Plan references the project to Claremont) has been part of Metro’s regional plans since the early 1990s and the extension to Claremont in Los Angeles County was most recently included in Metro’s 2009 and 2020 Long Range Transportation Plans. The 2020 LRTP will be updated once a life of project budget is established. The project to Claremont was specified to be completed in the Expenditure Plans for both Measures R and M. Once funded, the Claremont

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Station will be the last station to be built of the 24-station system in LA County. All Measure R and Measure M funds designated for the project have been expended or are committed for the project to Pomona except for \$40 million committed for the project to Claremont.

WSAB is a planned Metro light rail line that has an estimated \$7.1 billion cost to construct the Locally Preferred Alternative (LPA). Metro is completing the environmental process, coordinating with affected entities, and preparing to procure advance preliminary engineering services. Metro staff presented an initial funding plan for the LPA to the Board in December 2021 that included the pursuit of federal New Starts and additional State funding. WSAB is included in the Metro 2020 Long Range Transportation Plan (LRTP) and Measure R and Measure M Expenditure Plans.

At its December 2022 meeting, the Board unanimously approved prioritized Metro projects for State funding based on project readiness with an equity lens. The priority ranking is East San Fernando Valley #1, Foothill Extension #2, and WSAB #3. The Existing TIRCP Cycle 6 grant application requested \$1.898 billion of Cycle 6 funding for these three projects. Metro assumed in the application that \$1.0 billion of future State funding for Los Angeles County (i.e., SB 198 funds) would be secured in FY2024 and FY2025 to support cash flow needs for the entire program of projects. SB 198 was enacted in June 2022 and, among other things, states that "It is the goal of the Legislature as part of the 2022 Budget agreement to provide two billion dollars (\$2,000,000,000), for each fiscal year, for the 2023-24 and 2024-25 fiscal years for transit and intercity rail capital projects." The SB 198 funds would be allocated throughout the State by population, with Los Angeles County expected to receive about 25% of the total.

At the same meeting, the Board approved Motion 49.1 requesting a report back for any projects that did not receive the funding requested.

## **DISCUSSION**

The package of projects adopted by the Board in December prioritized projects for both the funds made available in Cycle 6 of the TIRCP and the funding that could be made available from future budget cycles. The budget agreement last year included funds that were allocated in Cycle 6 and \$4 billion that could be allocated in future budget cycles. These funds were identified as a goal for the Legislature to allocate, which would be allocated to Los Angeles County by population and programmed by Metro.

In January 2023, the Governor announced a budget proposal that recommends reducing the future funding to \$2 billion and suggests that the balance could be restored if the general fund recovers to a level sufficient to allocate the remaining \$2 billion. State revenues have continued to decline since January. The Legislative Analyst's Office has also raised concerns about revenue declines and has raised concerns about the viability of a trigger mechanism.

The funding plan for the Foothill Extension to Montclair addresses the funding shortfall due to the lack of State funding awarded for this project from the January 2023 TIRCP Cycle 6 "Existing TIRCP Projects" grant awards. It is dependent on future State funding and may need to be supplemented with new local funding. The funding plan is also subject to the Board-approved "Unified Cost



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Management Policy” for Measure R and Measure M projects. This policy identifies a step-by-step evaluation process for addressing increases in a project budget, including sources of funding that must be considered prior to others.

- State funding: Consistent with the unanimous Board action at its December meeting, staff proposes that a portion of the FY 2024 and FY 2025 statewide SB 198 funding for transit and intercity rail capital projects is allocated to the project. The specific amount will depend on the total funding from the State, and other local funds available for the project. Metro will also work with the Authority to evaluate new components or benefits from the extension to Montclair for consideration in a future State TIRCP cycle.
- Local funding: The proposed extension currently has \$40 million of local funding committed for Los Angeles County. The project also has \$39 million of local funding designated from San Bernadino County that can only be spent on the portion from Claremont to Montclair. Local funding or other sources of match funding is very helpful in securing State funding as it shows a local commitment to the project and a leveraging of the State funds, which are expected grant award criteria. Local match also demonstrates the additional financial capacity and ability to address project cost and schedule risks. Metro will work collaboratively with the San Gabriel Valley Council of Governments to identify and pursue local funding from existing Measure M projects and programs and through the local jurisdictions on the corridor.
- Federal funding: The project was prohibited by Metro from seeking federal Capital Investment Grants/New Starts funding and therefore does not have federal environmental clearance and is not currently eligible for federal funds.

The recommended funding plan for WSAB will continue to pursue a relatively large federal New Starts grant and additional State funding. Metro will attempt to augment the New Starts request by seeking federal discretionary grants that support large-scale rail projects like WSAB.

- State funding: Consistent with the unanimous Board action at its December meeting, staff proposes that a portion of the FY 2024 and FY 2025 statewide SB 198 funding for transit and intercity rail capital projects is allocated to the project. The specific amount for WSAB will depend on the status of the New Starts application, funding needs of the Foothill Extension, and any success with other federal and State grants. There may also be an opportunity to apply for a future cycle of the TIRCP grant program if Metro can identify additional project characteristics and benefits that were not considered in the successful 2018 application, where Metro was awarded \$300 million. Metro will continue to move ahead towards completion of the environmental document, continue advanced preliminary engineering, and complete other activities to enhance the project’s readiness. Metro staff will also continue to advocate for changes to the TIRCP guidelines that would allow projects that have already received TIRCP to apply for additional funding.
- New Starts: Metro is currently in the initial Project Development phase of this substantial federal program targeted at new rail. The WSAB grant request is approximately \$3 billion and

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would be the largest New Starts grant ever for Metro and the largest currently outstanding nationwide. Metro will be submitting information this year to obtain the required project justification and financial capacity assessment ratings that will determine the project's competitiveness. The financial plan submitted to FTA for the financial rating must demonstrate that Metro has the capability to fund and operate the New Starts project. This will require reasonable and achievable assumptions about local, State, and federal funding. And, in order for Metro to proceed to the next step or Engineering phase of the New Starts process, Metro must have at least 30 percent of the non-New Starts funding committed for WSAB.

- *Additional Federal discretionary funding:* Metro applied for funding from the new Mega program that was created as part of the Infrastructure Investment and Jobs Act (IIJA) but was not successful. The Mega program will be offered again this year, and Metro staff may reapply and submit new and or modified information and analysis that reflects feedback from USDOT and lessons learned, including a clearer understanding of the policy objectives of the grant and the project benefits that must be demonstrated. There are other new federal grant programs that will be available from both IIJA and the Inflation Reduction Act (including the "Neighborhood Access and Equity" grant) that Metro staff will evaluate for WSAB when additional information is available as part of the grant notice and through discussion with USDOT staff.

## **EQUITY PLATFORM**

The funding plans presented in the report help support the delivery of two large-scale transit investments that would ultimately provide transportation and economic benefits to the areas they serve.

The Metro L (Gold) Line Foothill Extension LRT Project will ~~link several disadvantaged communities located in Pomona~~ further regional connectivity by linking Los Angeles and San Bernardino Counties along one of the most congested corridors in the region; serving disadvantaged and low-income communities including the City of Pomona which has a high level of poverty and a very diverse population (70% Hispanic and 7% African American) with the entire length of the Metro L Line ~~which runs through~~ serving the San Gabriel Valley to Downtown Los Angeles / Los Angeles Union Station. Additionally, the project will connect these communities to the Montclair Transit Center, which provides a public transportation link into Montclair and the Inland Empire ~~and including~~ connections with several Foothill Transit, Omnitrans, RTA bus and bus rapid services, as well as Greyhound services. The project is located within 0.5 miles of seven communities identified as AB 1550 Low Income Communities by the California Air Resources Board - of these, four communities are also SB 535 Disadvantaged Communities. The project seeks to reduce GHG emissions by increasing transit ridership, reducing vehicle miles traveled, and increasing transit-oriented development opportunities within the corridor.

WSAB will connect underserved, densely populated, low income and heavily transit dependent

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communities between the City of Artesia and unincorporated Florence-Firestone in the southeast part of LA County as well as connect these communities with the rest of the Metro rail system with transfers with the A (Blue) Line and the C (Green) Line. Of the 238 census tracts in the project area, 181 are identified as SB 535 Disadvantaged Communities, 203 are identified as AB 1550 Low-Income Communities, and 177 census tracts are both Disadvantaged and Low-income Communities.

The WSAB LPA is 14.8 miles in length from a proposed Slauson/A Line station to a Pioneer station and is expected to have 31,000 daily boardings. The project serves an estimated population of 151,111 (in 2017) increasing to 240,580 (in 2042) that are within 0.25 miles of the alignment. WSAB is expected to create 37,937 jobs (in 2017), increasing to 46,430 (in 2042) that are within 0.25 miles of the alignment.

The funding plans pursue grants that align Metro with both federal and State initiatives to support disadvantaged communities. For federal investments, the Justice40 Initiative aims to deliver 40 percent of the overall benefits of federal investments to disadvantaged communities that are marginalized and overburdened by pollution. Each of the federal discretionary grants that will be considered for the funding plans have included or are expected to include criteria consistent with Justice40. The State grants, including those funded from the Greenhouse Gas Reduction Fund (GGRF), have requirements for expenditures from the GGRF relative to disadvantaged communities and low-income communities and households.

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

Securing funding for L Line Foothill Extension and WSAB will help to implement Goal 1 to provide high-quality mobility options that enable people to spend less time traveling and Goal 3 to enhance communities and lives through mobility and access to opportunity. The funding plans will help address funding needs and allow the projects to proceed toward construction and/or leverage federal grants that depend on the commitment of additional state and local funding. The projects, when completed, will significantly expand transportation options and improve the quality of the transit network.

### **NEXT STEPS**

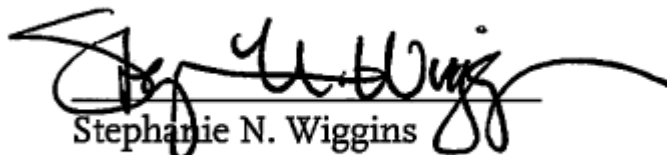
Staff will continue to work with the Los Angeles County Legislative Delegation to oppose the SB 198 cuts proposed by Governor Newsom. Metro is working with transit agencies across California to oppose those cuts, and staff will seek support from the Council of Governments and other stakeholders in LA County. Staff have also provided input at the early budget hearings to express the importance of maintaining those funds. Metro's team has also remained engaged with specific members of the Delegation to urge members to include the full funding the Legislature expressed as a goal.

### **ATTACHMENTS**

Attachment A - Motion #49.1

Prepared by: Craig Hoshijima, EO, Countywide Planning & Development,  
(213) 547-4290  
Laurie Lombardi, SEO, Countywide Planning & Development,  
(213) 418-3251  
Michael Turner, EO, Government Relations,  
(213) 922-2122

Reviewed by: James de la Loza, Chief Planning Officer, (213) 922-2920  
Nicole Englund, Chief of Staff, (213) 922-7950



Stephanie N. Wiggins  
Chief Executive Officer

**Board Report**

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**File #:** 2022-0830, **File Type:** Motion / Motion Response**Agenda Number:** 49.1.

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**REGULAR BOARD MEETING  
DECEMBER 1, 2022****Motion by:****DIRECTORS SOLIS, NAJARIAN, SANDOVAL, GARCETTI, AND BARGER****Transit and Intercity Rail Capital Program Cycle 6 Grant Application Motion #1**

In June 2022, Assembly Bill 180 was approved providing a one-time allotment of \$3.6 billion for Cycle 6 of the state's Transit and Intercity Rail Capital Program (TIRCP) with at least \$900 million dedicated to "Existing TIRCP Projects" in Southern California that have previously received TIRCP grants and can demonstrate that a supplemental state grant would leverage or maintain an identified source of local or federal funding. Any funding not allocated to an Existing TIRCP Project in Southern California would then be made available for new TIRCP projects. Senate Bill 198 may also provide an additional \$4 billion over fiscal years 2024 and 2025 to be allocated across the state via population-based formula. Grant applications for Existing TIRCP Projects are due on December 6, 2022 and awards for Existing TIRCP Projects are anticipated in January 2023.

Metro staff has evaluated the TIRCP Cycle 6 criteria and has identified/ranked three projects for submittal. Given uncertainty around how much funding will ultimately be secured by Metro under Cycle 6, Metro may encounter a situation where it receives partial funding for one or more of its projects. Should this occur, Metro should be prepared to provide a funding plan that closes any project funding shortfalls and ensures that Metro can utilize the awarded TIRCP funding within CalSTA's expenditure deadlines.

**SUBJECT: Transit and Intercity Rail Capital Program Cycle 6 Grant Application Motion #1****RECOMMENDATION**

APPROVE Motion by Directors Solis, Sandoval, Garcetti, and Barger that the Board of Directors direct the Chief Executive Officer to:

1. Report back to the Board in February 2023 with an update on the results of TIRCP Cycle 6 awards for Existing TIRCP Projects; and
2. Report back to the Board in March 2023 with funding plans that close the funding gaps for any Existing TIRCP Projects that are awarded partial funding through Cycle 6.

The background features large, stylized letters 'M' and 'A' in a light cream color, set against a dark green circular backdrop. This is further framed by a wide, curved orange band, and the bottom portion of the slide is a solid dark grey/black.

# FUNDING PLANS FOR EXISTING TIRCP PROJECTS

Item #2023-0056

March 23, 2023



**Metro**

# Summary

- **Foothill Extension and West Santa Ana Branch (WSAB) were submitted for “Existing TIRCP Cycle 6” funding but did not receive awards**
- **TIRCP Motion #49.1 directs staff to prepare plans to close the funding gap for projects that receive partial funding**
- **The funding plans for Foothill Extension and WSAB continue with previously-reported federal funding and additional State and local funds**

# Background

- **Metro prioritized project funding from the Dec 2022 Existing TIRCP Cycle 6**
  - #1. East San Fernando Valley, \$600 million
  - #2. Foothill Extension to Montclair, \$798 million
  - #3. WSAB, \$500 million
- **SB 198 was approved last year and set a goal of \$4 billion of funding statewide in FY2024 and FY2025**
  - Governor's proposed budget reduces funding
  - Metro Board action prioritizes projects for future State funding



# Foothill Extension to Montclair

- The funding needed is \$798 million
  - All Measure R and M funds have been allocated

Funding Source	Strategy	Amount Secured (\$millions)	Yet-To-Be Secured (\$millions)
State funding	Allocate SB 198 funding; evaluate opportunities for additional TIRCP	\$41	\$798
Local funding	Local funding	\$40	\$0
Federal funding	Not eligible for federal funds	\$0	\$0

# WSAB LPA

- **The estimated project cost for the Locally Preferred Alternative (LPA) is \$7.1 billion**
  - Metro entered the New Starts process Feb 2022

Funding Source	Strategy	Amount Secured (\$millions)	Yet-To-Be Secured (\$millions)
New Starts	Continue through grant process; prepare information for project ratings this year	\$0	\$3,098
State funding	Allocate SB 198 funding; evaluate opportunities for additional TIRCP	\$324	\$1,000
Additional federal funding	Evaluate IJJA and IRA programs when available; adjust approach based on feedback	\$2	\$400
Local funding	Funding included in Measure M and R; coordinating local contributions and value capture	\$2,288	\$0

## Next Steps

- **Coordinate advocacy efforts to maintain the initial level of SB 198 funding**
- **Continue pursuit of State and federal funds**
- **Continue through 2-year New Starts Project Development phase**
  - **Compile and submit data on ridership, cost, schedule**
  - **Submit financial plan to demonstrate financial capacity**
  - **Receive project justification and local financial commitment ratings, Winter 2023/2024**
  - **Advance design, preliminary engineering**
  - **Obtain Record of Decision, Spring/Summer 2024**



**Metro**



Board Report

File #: 2022-0868, File Type: Policy

Agenda Number: 23.

**REVISÉD**  
**EXECUTIVE MANAGEMENT COMMITTEE**  
**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE**  
**MARCH 16, 2023**

**SUBJECT: TRANSIT LAW ENFORCEMENT SERVICES**

**ACTION: APPROVE RECOMMENDATIONS**

**RECOMMENDATION**

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to negotiate and execute contract modifications to extend the current multi-agency transit law enforcement contracts annually for up to three additional years, through June 30, 2026, utilizing funds to be requested during future fiscal years' budget processes, contingent on compliance with the principles of Metro's Bias-Free Policing Policy and the Public Safety Analytics Policy; and
- B. REPORTING back to the Board in April 2023 on the feasibility of establishing an in-house Metro Transit Police Department to support Metro's Public Safety Mission and Value Statements.

**ISSUE**

At its February 2017 meeting, the Board approved the award of three individual five-year, firm-fixed unit rate contracts to the City of Long Beach (LBPD), City of Los Angeles (LAPD), and County of Los Angeles (LASD) for multi-agency law enforcement services to support its day-to-day bus and rail operations across Metro's entire service area. Those contracts are set to expire on June 30, 2023.

On April 29, 2022, Request for Proposals (RFP) PS45017 for transit law enforcement services was issued as a competitive solicitation in accordance with Metro's Acquisition Policy. A total of five proposals were received by the due date of October 10, 2022.

Based upon the evaluation of the responses, it is in Metro's best interest to modify the existing contracts to require compliance with the principles of Metro's Bias-Free Policing Policy and the Public Safety Analytics Policy; and extend the period of service annually for up to three additional years, subject to the yearly appropriation of the Board, rather than award contracts that are not

consistent with Metro's Public Safety Mission and Values.

This recommendation is consistent with Metro's commitment to creating a safe and secure transit system for Metro passengers and employees and understanding of the positive impact the right law enforcement presence, in conjunction with other approaches to safety, can have on the system's safety.

In addition, a report back to the Board in April 2023 on the feasibility of another potential consideration an in-house Transit Police Department to supplement a layer that aligns with Metro's Public Safety and Vision Statements.

## **BACKGROUND**

Ensuring rider and employee safety is imperative to Metro's ability to provide a world-class transportation system that enhances the quality of life for all who use the Metro system.

In 2017, LBPD, LAPD, and LASD were awarded a five-year contract for multi-agency law enforcement services, collectively valued at \$645,675,758. The contracts have been amended seven times, and the total contract value for the six-year period is \$911,875,378 through June 30, 2023.

The specific tasks that the law enforcement agencies are responsible for:

1. Responding to calls needing law enforcement intervention, including safety emergencies;
2. Conducting joint anti-terrorism drills, training sessions, and intelligence sharing with other local, state, and federal law enforcement agencies;
3. Riding Metro buses and trains, patrolling bus and rail stations/corridors, and maintaining high visibility at key Metro critical infrastructure locations;
4. Conducting proactive anti-crime operations when not handling a dispatched call;
5. Participating in Metro emergency and disaster preparedness planning and drills; and
6. Collaborating with social service agencies to address the impact of homelessness on the transit system.

Through the Public Safety Advisory Committee (PSAC), public safety surveys of Metro ridership, surveys of employees, surveys of people experiencing homelessness, customer experience surveys, surveys specific to the concerns of women, and conveyed in public comment at Metro Board Meetings, the Board and staff have heard many diverse perspectives regarding opportunities to improve public safety on the Metro system and within Metro facilities.

As a result, at its December 2021 meeting, the Board unanimously approved modifications to the scope of work for the multi-agency law enforcement contracts and adopted the following Public Safety Mission and Value Statements:

### *Mission Statement:*

Metro safeguards the transit community by taking a holistic, equitable, and welcoming approach to

public safety. Metro recognizes that each individual is entitled to a safe, dignified, and human experience.

*Values Statements:*

- Implement a Human-Centered Approach
- Emphasize Compassion and a Culture of Care
- Recognize Diversity
- Acknowledge Context
- Committed to Openness and Accountability

At its February 2022 meeting, the Board received the framework for the Reimagined Public Safety Plan -- a new, human-centered public safety plan based on the idea that each individual is entitled to a safe, dignified, and human experience. This plan is reflective of Metro's new Public Safety Mission and Values Statements adopted by the Board in December 2021.

Over the past year, Metro has taken numerous positive steps to implement that plan, including the deployment of community-based alternatives to law enforcement, the development and ongoing monitoring of pilot safety and security programs, and the incorporation of input and refinements regarding the efficacy of interventions. At the same time, Metro gained input on and tested ways law enforcement can be most effective as a part of the strategy to ensure a safe system for all.

As the current contracts expire on June 30, 2023, staff initiated a competitive procurement process in April 2022. Proposals were received in October 2022 and were evaluated in accordance with the terms of the RFP, which sought to incorporate the lens of the new Public Safety Mission and Value Statements. However, as summarized in Attachment A, two of the proposing agencies took material exceptions to the scope of work as well as Metro's contract terms and conditions. As a result, staff has determined that it is in the best interest of Metro to cancel the RFP, extend the current contracts, and explore the feasibility of creating an in-house Transit Police Department that could serve as an effective approach to implementing Metro's reimagined public safety plan that upholds Metro's Public Safety Mission and Value Statements.

## **DISCUSSION**

As Metro focuses on rebuilding ridership levels which declined during the pandemic, facilitating a safe and enjoyable transit experience is the top priority. However, in the 2022 Metro Customer Experience Survey, riders expressed concern about their safety at bus stops and train stations and on buses and trains, especially at night. Overall, out of the 40 service factors rated by Metro riders, all but one of the issues ranked as most needing significant improvement involve safety:

- Presence of security staff on *buses* and *trains*
- Enforcement of Metro rules on *trains* and *buses*
- Personal security on Metro *trains* and *buses* at night
- Personal security at Metro *train stations* and *bus stops* at night
- How well Metro addresses homelessness on *buses* and *trains*

- Shade at bus stops

### *OIG Audit Findings Related to Law Enforcement Contracts*

Annual audit reports by the Office of the Inspector General (OIG) over the past several years reflect the challenges Metro has faced in the deployment of contracted law enforcement services. Concerns that have been identified include poor police visibility on buses, trains, and at stations, inconsistent staffing at key critical infrastructure locations, and ineffective monitoring and oversight of contracted law enforcement personnel to ensure they are patrolling on the Metro system. Many of the challenges are recurring in the audit reports and have not been remedied. According to the most recent OIG audit report (2022-0790), the police agencies are unable to provide information on deployment metrics, including the number of train and bus boardings, how much time officers spend riding trains and buses, and how much time officers spend at train stations. For example, according to the 2022 OIG audit report, LASD patrol deputies are assigned to ride trains on only 12 of the 178 weekly shifts. Instead, they are deployed in vehicles assigned to patrol three separate shifts. In addition, deputies are assigned in vehicles across LA County to improve response times, but that reduces their visible presence in the Metro system. The OIG audit report also found that 54% of the LAPD calls for service involving Metro were answered by neighborhood patrol units, not the LAPD officers assigned to Metro at the time of the call.

In response to the OIG's findings as well as customer and employee feedback, staff sought to make refinements in the solicitation for multi-agency law enforcement services to ensure it was consistent with Metro's Public Safety Mission and Values, was complementary to the other parts of the new public safety plan, and - importantly - ensured delivery of consistent law enforcement service for Metro customers and employees. For example, the new solicitation included requirements to improve the transparency of law enforcement operations, and that allowed Metro to directly monitor and oversee deployment locations, staffing levels, and the histories of staff deployed to patrol the system.

### *Request for Proposals*

Five proposals were received from four proposers in response to the procurement: Beverly Hills Police Department (BHPD), Long Beach Police Department (LBPD), Los Angeles Police Department (LAPD), and Los Angeles County Sheriff's Department (LASD) - which submitted a proposal for the multi-agency policing model as well as a proposal for a systemwide policing model. The new solicitation included scope of services and terms and conditions that embraced Metro's Public Safety and Vision Statements.

During the proposal evaluation process, Metro sought clarifications and confirmation of exceptions, including material exceptions, proposers requested to the scope of services and terms and conditions. Note: *Material exceptions means significant or important enough to make a meaningful difference or impact. In the case of a response to a solicitation, a material exception would be a provision in the proposal that deprives Metro of something essential to the solicitation.* "Best and Final" responses from two of the proposers highlighted material exceptions related to greater oversight and accountability desired by Metro to align with the Board approved Public Safety Mission and Value Statements and proposed Public Safety Data Policies (Attachment A). In general,

proposers noted that adherence to the required scope of services, including terms and conditions, would conflict with their Departments' normal and customary practices and policies in the provision of law enforcement services.

As stated in RFP No. PS45017, the proposers were required to acknowledge that they "understood that if it is not in the best interest of LACMTA to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP or be eliminated for further consideration." Furthermore, as stated in the RFP Instructions to Proposers section, proposers were advised that they "must comply in all material respects with the RFP" and "Metro reserves the right to cancel the entire RFP".

Under a multi-agency approach to policing, material exceptions by any one proposer would result in law enforcement services that fail to meet Metro's overall system needs as specified in the RFP, and on that basis, it is in the best interest of Metro to not award new contracts. Ultimately, non-adherence would result in the delivery of inconsistent standards that would erode the trust of our customers and employees in Metro's ability to keep them safe on the system.

#### Extension of Current Contract

Metro's law enforcement partners, complemented by robust alternative deployment solutions, are an important part of ensuring Metro riders and employees are -and feel - safe on the system. LBPD and LASD took no material exceptions to the RFP and LAPD has a department Bias-Free Policing policy. Therefore, staff recommends continuing the current law enforcement contracts for up to three years while new approaches consistent with our Public Safety Mission Values are piloted and evaluated. The contract extension would be compliant with the principles of Metro's Bias-Free Policing Policy and the Public Safety Analytics Policy.

For example, as an alternative to exclusively relying on law enforcement partners to patrol buses and trains, the Board is being asked to consider during this Board cycle, the funding of 48 additional Transit Security Officers that will create Permanent Bus Riding Teams, who are deployed to specific lines with higher frequencies of public safety issues, with a primary objective of deterring bus operator assaults and code of conduct violations.

In addition, if the Board extends the current contracts for multi-agency law enforcement services, in addition to the aforementioned duties and responsibilities, law enforcement partners will be deployed for strategic assignments for which their involvement has proven to be beneficial, including but not limited to:

- Partnering on Ancillary Clean-up Teams to ensure a safe work environment for maintenance crews;
- Operating as partners in the Emergency Operations Center, including coordination activities, intelligence sharing, and providing anti-terrorism details to ensure specific stations are secure during special events;
- Collaborating with the OIG's office in obtaining exclusion orders for repeat offenders.
- Partnering on the Respect the Ride Pilot;



- Partnering on “End of Line” efforts, including counts and surveys of people experiencing homelessness; supporting training for Metro Ambassadors;
- Partnering on initiatives to address specific issues (e.g., drug use enforcement, MacArthur Park station improvements) that are detrimental to the customer experience and specifically require law enforcement response;
- Providing extra patrols in the Gateway parking structure; and
- Community and employee outreach.

In-House Transit Police Department for Greater Oversight & Accountability

This procurement process, and the realization that the requested scope of services, including terms and conditions, would conflict with the contract law enforcement agencies’ normal and customary practices and policies, underscores the fact that a contracted law enforcement approach may never allow Metro to have sufficient transparency and oversight over the deployment of non-Metro personnel.

Many other transit agencies have addressed this dynamic by establishing their own police departments. As described in Table 1 below, eight of the largest U.S. transit agencies have their own transit police department. The exceptions are the Chicago Transit Authority which utilizes contract police services provided by the Chicago Police Department (CTA), and the San Francisco Municipal Railway (MUNI), which receives police services through the San Francisco Police Department.

**Table 1: Police Departments within Ten of the Largest U.S. Transit Agencies**

Transit Agency	Unlinked Passenger Trips* 2019 (Thousands)	Has Transit PD
1) Metropolitan Transit Authority - New York City ** (NYCT)	3,451,139	✓
2) Chicago Transit Authority (CTA)	455,743	
3) Massachusetts Bay Transportation Authority (MBTA)	366,716	✓
4) Washington Metropolitan Area Transit Authority (WMATA)	354,656	✓
5) Southeastern Pennsylvania Transportation Authority (SEPTA)	308,266	✓
6) New Jersey Transit Corporation (NJ TRANSIT)	267,270	✓
7) San Francisco Municipal Railway (Muni)	223,338	
8) King County Metro Transit (KCMT)	128,666	✓
9) San Francisco Bay Area Rapid Transit (BART)	128,217	✓
10) Metropolitan Atlanta Rapid Transit Authority (MARTA)	117,759	✓

\*APTA defines unlinked passenger trips as “The number of passengers who board public

transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.”

\*\*NYCT has a combination of in-house transit police and local law enforcement.

An internal police department feasibility study is warranted because even though it would likely pose challenges, there may be advantages to creating an internal Transit Police Department to supplement/replace some of the services of the local law enforcement agencies where the friction points exist, summarized as follows:

- **Accountability:** An internal police department would facilitate a greater degree of oversight, control, and accountability over the deployment and budgeting of policing resources.
- **A Culture of Service and Visibility:** An internal police department would allow for the adoption of a culture that emphasizes service consistent with the agency’s policies and values. Transit policing is different from local policing, with the former emphasizing “engaged visibility,” specifically in places where customers feel most vulnerable - on the platforms and terminals where they wait for buses and trains and aboard the vehicles themselves. “Engaged visibility” allows police officers to positively interact with riders and employees who want it, leading to the provision of services and deterrents to crime and disorder. Local policing traditionally results in response to calls for service, which leads to enforcement of the law.
- **Hiring to meet Metro’s values:** An internal transit police department would allow the agency to hire and train police officers who fit the service mission of the agency, consistent with Metro’s Public Safety Mission and Values Statements and the agency’s proposed Bias-free Policing Policy.
- **Deployment where it’s needed most:** Riders, frontline employees, as well as the OIG audit reports, recommend the deployment of officers on foot patrol rather than in vehicles, as riders and employees are not able to engage with officers in vehicles and are less apt to recognize their presence. An internal transit police department could create more autonomy over deployment strategies. Note: an internal police department would still leverage the basic services from all the local police departments and the Sheriff at no charge.

## **DETERMINATION OF SAFETY IMPACT**

The authorization of an extension to the multi-agency law enforcement contracts, layered with additional public safety strategies, will promote the safety and security of passengers and employees and improve Metro’s ability to safeguard critical transportation infrastructure.

## **FINANCIAL IMPACT**

The total funding for the contract modifications will be addressed through the annual budget process. The source of funds will be local operating funds, including fares, sales tax Proposition A, C, TDA, and Measure R, which are eligible for bus and rail operations.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommendation supports strategic plan goal 2.1: Committing to improving security. To achieve this goal, Metro must rely on a multi-layered, integrated safety and security program.

## **ALTERNATIVES CONSIDERED**

The Board may direct staff to continue negotiations with the proposers. This alternative is not recommended as key terms and conditions were not agreed on, after requests for clarification and confirmation of exceptions to the scope of services and terms and conditions, which is non-responsive to the Board direction for a reimagined public safety approach.

The Board could elect to contract with LASD to be the single law enforcement provider for the system. As allowed by the RFP, LASD originally submitted two proposals, one of which was to be the single law enforcement provider for the entire system. While LASD formally withdrew that proposal during the evaluation period, they indicated an interest in providing services for the entire system if Metro requested it. However, while LASD notably did not take any exceptions for the terms and conditions of the contract, they reaffirmed their desire to be the lead on deployment approaches for the system. However, LASD has asserted that responding to calls for service within a reasonable amount of time requires them to be patrol vehicle based. Therefore, relying exclusively on a contract with LASD for law enforcement of services is not anticipated to address customer and employee concerns, and facilitate the type of service envisioned to meet the agency's public safety goals.

The Board may decline to approve the contract modifications to extend the current multi-agency transit law enforcement contracts for up to an additional three years, through June 30, 2026, utilizing funds to be requested during future fiscal year's budget process. This alternative is not recommended as Metro does not have an alternative in place to address serious public safety incidents and risks on the Metro system, which is a component of the reimagined public safety plan.

## **NEXT STEPS**

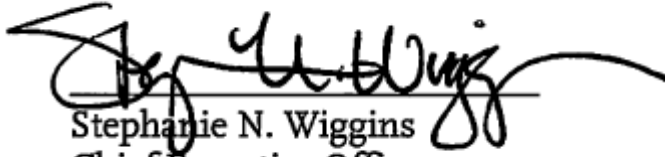
Staff will report back on the feasibility of establishing an in-house Public Safety Department in April 2023. In addition, staff will begin negotiations of contract extensions with the three existing law enforcement partners.

## **ATTACHMENTS**

Attachment A - Summary of Material Exceptions to Scope of Services and Terms and Conditions

Prepared by: Carolina Coppolo, Senior Executive Officer  
Debra Avila, Deputy Chief of Vendor/Contract Management

Reviewed by: Gina Osborn, Chief Safety Officer  
Stephanie Wiggins, Chief Executive Officer



Stephanie N. Wiggins  
Chief Executive Officer

## ATTACHMENT A - SUMMARY OF MATERIAL EXCEPTIONS TO RFP

EXCEPTION	PURPOSE	BHPD	LBPD	LAPD	LASD
SP-15 LACMTA Mgmt of Contractor's Personnel	Allow flexibility of deployment to improve visible engagement for riders and employees.	X		X	
SP-19 Changes in Deployment	Allow Metro to adjust resources when implementing new public safety programs.			X	
GC-07 Organizational & Key Personnel	Allow removal of Dept personnel by Metro when deemed to be in Metro's best interest.	X			
GC-38 Contractor's Interaction with the Media and the Public	Metro approval is required prior to certain public relations disclosures & to inform Metro upon receipt of citizen complaints, including their disposition.	X			
Exceptions to the Scope of Services					
Section 1.1, Item R – Specific Responsibilities	Compliance with the principles of 8 Can't Wait.	X			
Section 1.4 Service Coverage	Allow Metro to unilaterally reduce or increase resources as it implements new programs.	X			
Section 1.5 Mgmt of Admin Duties of Contractor's Personnel	Certain complaint reporting requirements, including having a civilian oversight body.	X		X	
Section 3.0 Reporting Requirements	Requires various kinds of reporting, including body worn camera data, and providing Metro the ability to identify, track, and log mobile assets in real time.	X		X*	
Section 3.1 Performance Requirements & Liquidated Damages	Imposes liquidated damages related to the provision of services at lower than required levels and sustained misconduct complaints against officers performing the services.	X		X**	

\*LAPD took partial exception – namely, a weekly report on the number and general nature of complaints against the contract, after-action reports following special operations and/or major incidents, distribution of law enforcement sensitive reports, and ability to identify, track, and log mobile assets.

\*\*LAPD took partial exception – namely, the number of sustained misconduct complaints against the Contractor's field law enforcement personnel on the Metro system and key personnel changes by the Contractor.

# Transit Law Enforcement Services

GINA OSBORN, CHIEF SAFETY OFFICER

CAROLINA COPPOLO, SR. EO PROJECT MANAGEMENT

# Public Safety Mission Statement and Values

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*“Metro safeguards the transit community by taking a holistic, equitable and welcoming approach to public safety. Metro recognizes that each individual is entitled to a safe, dignified and human experience.”*

- > Implementing a **human-centered approach**
- > Emphasizing **compassion** and a **culture of care**
- > Recognizing **diversity**
- > Acknowledging **context**
- > Committing to **openness** and **accountability**

*Board adopted 12/2/21*



# Reimagined Public Safety Direction

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## Current Model

- Prescriptive and Fixed
- Inconsistent Rule Compliance
- Reactive Response
- Obscure Data & Outcomes
- Enforcement-Focused through a singular tactical response (“one size fits all”)
- Siloed



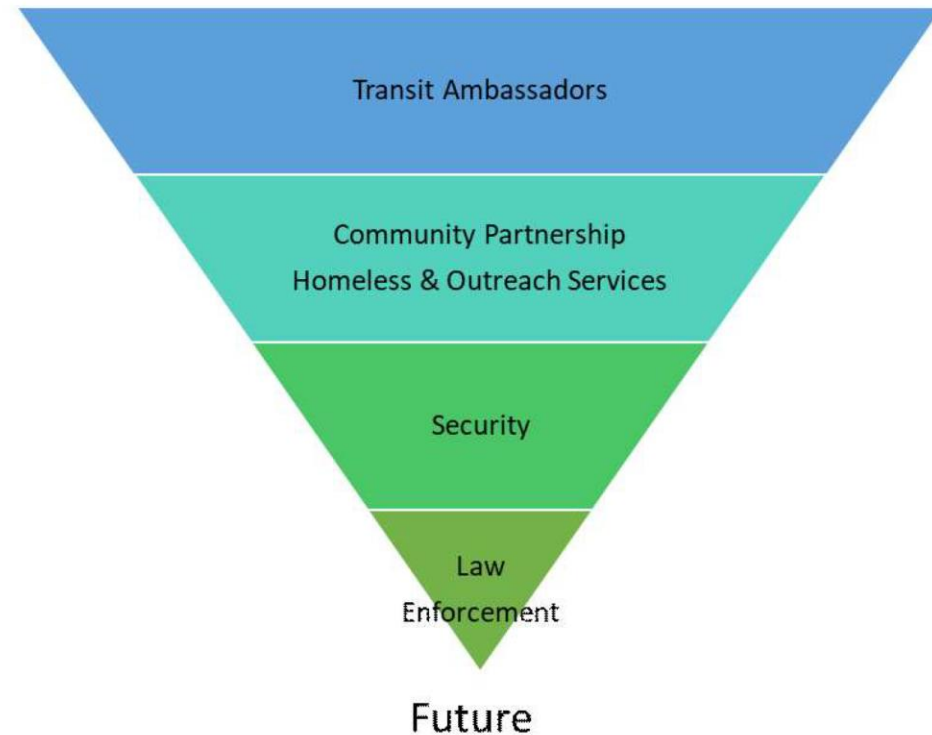


# Reimagined Public Safety Direction

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## **New Model**

- Data-Driven and Flexible
- Equitable Rule Compliance
- Proactive Response
- Transparent Outcomes
- Strategic Enforcement through analytics-led safety & security using a layered approach
- Collaborative



# Law Enforcement Services RFP

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- Five proposals (four multi-agency and one systemwide) were received in response to the RFP
- BAFO Results:
  - Two agencies took material exceptions to the scope of services and terms and conditions
    - RE: oversight, accountability, and control of deployment
  - Systemwide proposal for coverage was withdrawn
- Under a multi-agency approach to policing, material exceptions by any one proposer would result in law enforcement services that fail to meet Metro's overall system needs as specified in the RFP
- RFP States that Proposers must comply with all material aspects of the RFP

# Extensions of Existing Contracts

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- All current law enforcement partners have executed the latest contract modification which includes Board directed revisions to the scope of work (i.e. comply with principles of 8 Can't Wait)
- Metro's law enforcement partners, complemented by robust alternative deployment solutions, are an important part of ensuring Metro riders and employees are – and feel – safe on the system.
- Extensions require negotiations of rates and deployment with the Long Beach Police Department, Los Angeles Police Department, and Los Angeles County Sheriff's Department

# In-House Transit Police Department

Transit Agency	Unlinked Passenger Trips* 2019 (Thousands)	Has Transit PD
1) Metropolitan Transit Authority – New York City (NYCT)	3,451,139	✓ - hybrid
2) Chicago Transit Authority (CTA)	455,743	no
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4) Washington Metropolitan Area Transit Authority (WMATA)	354,656	✓
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9) San Francisco Bay Area Rapid Transit (BART)	128,217	✓
10) Metropolitan Atlanta Rapid Transit Authority (MARTA)	117,759	✓

8 of the 10 Largest US Transit Agencies have a Transit Police Department.

# Potential Benefits of In-House Transit PD

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- Accountability: A greater degree of oversight, control, and accountability over the deployment and budgeting of resources
- Culture of Service & Visibility: Emphasizes engaged visibility vs. response to calls
- Hiring to Meet Metro's Public Safety Values: Allow the hiring of officers that meet the service mission of the Agency
- Deployment Where It's Needed the Most: More autonomy over deployment strategies

# Staff Recommendation

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- A. AUTHORIZE the Chief Executive Officer to negotiate and execute contract modifications to extend the current multi-agency transit law enforcement contracts annually for up to three additional years, through June 30, 2026, utilizing funds to be requested during future fiscal years' budget processes, contingent on compliance with the principles of Metro's Bias-Free Policing Policy and the Public Safety Analytics Policy; and
- B. REPORT back to the Board in April 2023 on the feasibility of establishing an in-house Metro Transit Police Department to support Metro's Public Safety Mission and Value Statements.

# Thank You

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## Board Report

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**File #:** 2023-0112, **File Type:** Informational Report

**Agenda Number:**

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**REGULAR BOARD MEETING  
MARCH 23, 2023**

**SUBJECT: MONTHLY UPDATE ON PUBLIC SAFETY**

**ACTION: RECEIVE AND FILE**

**RECOMMENDATION**

RECEIVE AND FILE the Public Safety Report.

**ISSUE**

Metro's main priority is providing riders with a safe experience and employees with a safe work environment. Metro is researching, listening, reassessing current safety programs, and launching new safety initiatives. This report provides a report on the state of safety at Metro, including data, current safety initiatives, and other safety related information.

**BACKGROUND**

Metro's mission is to provide a world-class transportation system that enhances the quality of life for everyone living, working, and playing in LA County. Metro has implemented several non-law enforcement initiatives to reimagine public safety. The Chief Safety Office is responsible for the public safety program's strategic and cohesive deployment. Through agency collaboration, the focus is to increase a safety presence on the system, protecting Metro riders, employees, and infrastructure and conducting fare and code enforcement. Furthermore, the Chief Safety Office oversees safety programs and tools such as Respect the Ride, the Transit Watch app, the Employee Assault Mitigation Task Force, and other efforts that are responsive to the security needs of riders and employees.

**DISCUSSION**

The following outlines the status of existing programs and the research efforts for new initiatives to help reduce crime.

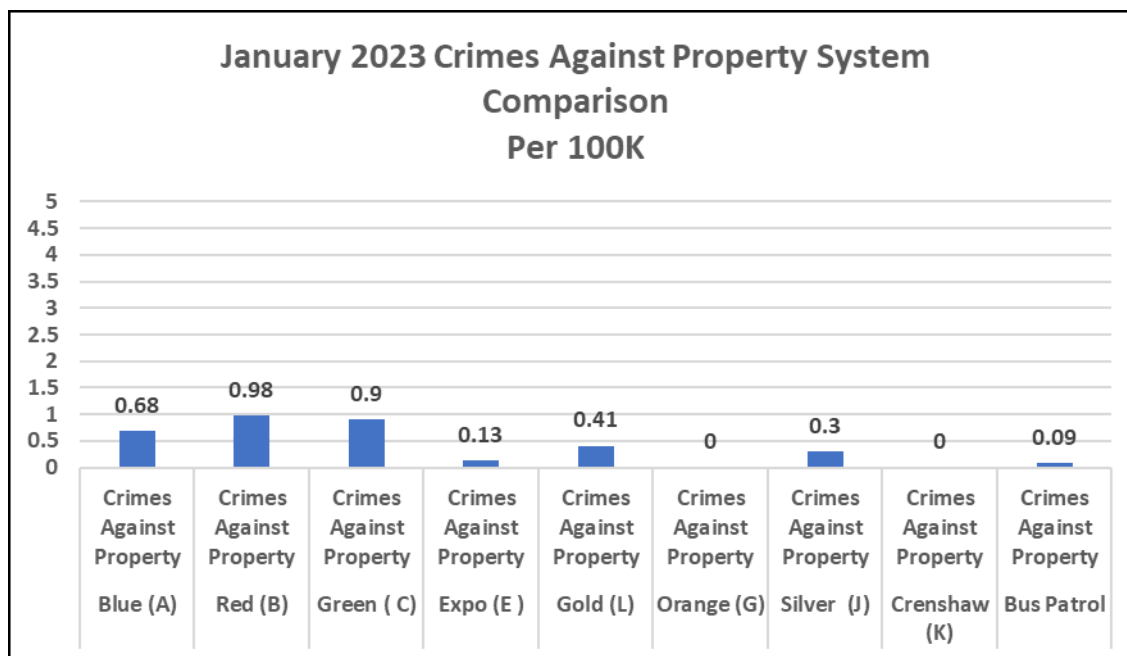
Crime statistics are provided monthly by LAPD, LASD, and LBPD. Attachment A provides the system

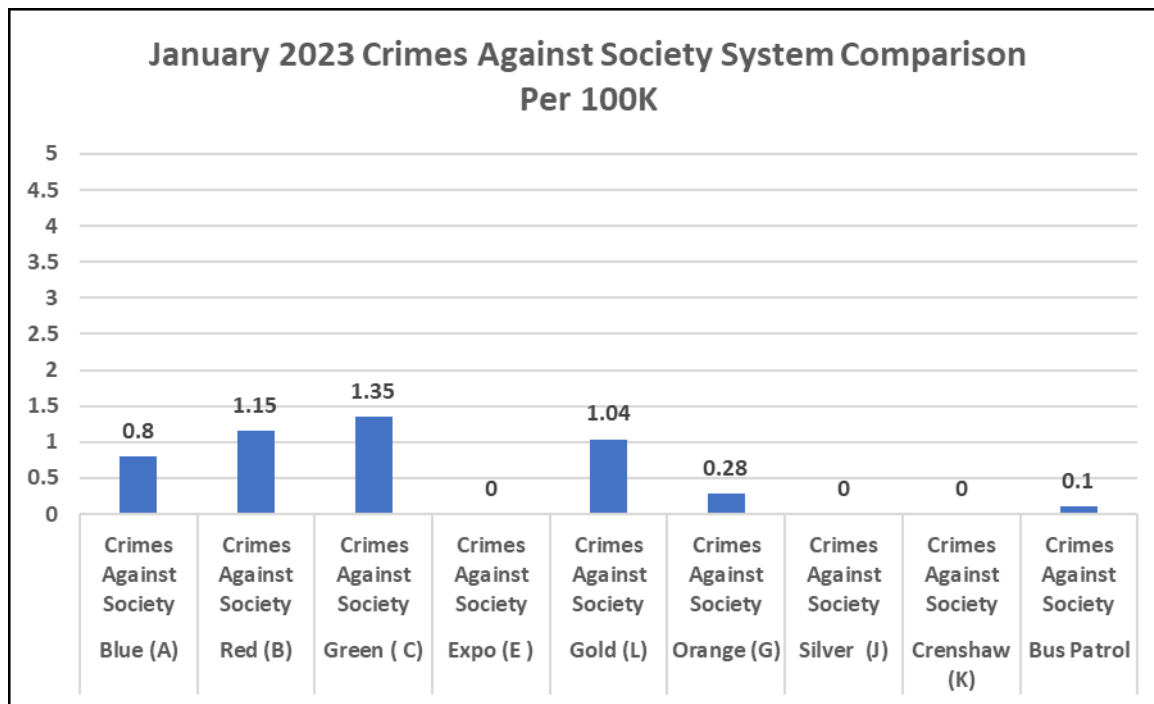


-wide Law Enforcement Overview for the month of January 2023. The report covers Crimes Against Persons - violent crimes (i.e., homicide, aggravated assaults) are those in which the victims are always individuals. Crimes Against Property - crimes to obtain money, property, or some other benefit (i.e. theft, vandalism, robbery) and Crimes Against Society- represent society’s prohibition against engaging in certain types of activity (i.e. drug violations).

The overall rate of crime is very low on the bus system. The reported incidents of crime on the bus system have decreased (January over January). However, there is a significant increase in incidents of drug violations, primarily on the Red Line.

An analysis of Part 2 crimes (crimes against society such as narcotics, trespassing, or weapons possession) for January revealed increases in both trespassing and narcotic possession/use incidents on the Blue, Red, Green, and Gold Lines. The rise in trespass incidents is likely linked to the below-average temperatures along with heavier than normal precipitation impacting the LA region throughout the winter. The inclement weather has likely pushed more of the unhoused into the system, reflected in ancillary intrusions and presence on the rail system and platforms.





With 33.8% of all crime occurring on the Red Line, specific strategies and resources are used on this Line to help improve the safety of our riders and front-line employees. Attachment C details the number of crimes that our law enforcement partners reported for January 2023 by each rail line, including by buses system-wide, Union Station, and 7<sup>th</sup> & Metro Station.

An analysis of Part 1 crimes on the Red Line was conducted by comparing crime statistics from January 2022 to those in January 2023. There was a 66% increase in crime incidents in January 2023 compared to the same month the previous year. Crimes Against Persons increased a total of 45.24%, and the biggest increases were robberies (150%), battery (47.69%), and aggravated assaults (28.57%). Crimes Against Property increased 175% over the previous year, which was impacted by the growing number of larceny incidents (280%). Larceny, though prevalent, is typically a nonviolent criminal offense (pickpocketing, bike thefts). Total incidents of crimes against persons and property for January 2022 is 50, while ridership is 2,052,814. Total incidents of crimes against persons and property for January 2023 is 83, while ridership is 2,221,754.

Red Line Reported Crime 2022 vs 2023			
CRIMES AGAINST PERSONS	Jan 2022	Jan 2023	% Change
Homicide	0	1	100%
Rape	0	0	0%
Robbery	4	10	150%
Aggravated Assault	14	18	28.57%
Aggravated Assault on Operator	0	0	0%
Battery	21	31	47.69%
Battery Rail Operator	0	0	0%
Sex Offenses	3	1	-66.67%
<b>Total</b>	<b>42</b>	<b>61</b>	<b>45.24%</b>
CRIMES AGAINST PROPERTY	Jan 2022	Jan 2023	% Change
Burglary	0	0	0%
Larceny	5	19	280%
Bike Theft	0	0	0%
Motor Vehicle Theft	0	0	0%
Arson	0	0	0%
Vandalism	3	3	0%
<b>Total</b>	<b>8</b>	<b>22</b>	<b>175%</b>
CRIMES AGAINST SOCIETY	Jan 2022	Jan 2023	% Change
Weapons	0	1	100%
Narcotics	0	6	600%
Trespassing	1	19	1800%
<b>Total</b>	<b>1</b>	<b>26</b>	<b>2500%</b>

An additional analysis was done on the Crimes Against Society on the Red Line, comparing January 2022 and January 2023. Both narcotic related crimes (possession/use) and trespassing had notable increases. Inclement weather likely impacted trespassing increases during January, while the increase in narcotic-related incidents is consistent with County and nationwide trends.

**ANTI-DRUG CAMPAIGN**

Narcotic violations impacting the Metro system have evolved into a severe problem, including narcotics sales, chronic drug usage, and overdoses that have reduced the quality of service and endangered our riders and employees.

As shared at last month’s Board meeting, drug related fatalities on the system have been on the rise. In response to the February Board meeting, the following chart provides details of the coroner verified drug-related fatalities on the system in 2022. Coroner confirmation of the cause of death for the remaining 11 cases from January 2023 is still pending.

2022 Coroner Verified Drug Deaths	
Drug Identified in System	Number of Confirmed deaths
Fentanyl	9
Methamphetamine	1
<b>2022 Total</b>	<b>10</b>

In February 2023, there were 12 suspected drug related fatalities which are pending confirmation of cause from the coroner.

Narcan is used to reverse opioid overdose quickly. Our law enforcement partners and PATH outreach workers already carry Narcan. Staff began the rollout of Narcan to Metro Transit Security starting on March 10<sup>th</sup>. Staff is working on a plan for Metro Ambassadors to be trained and issued Narcan.

On February 13<sup>th</sup>, staff launched a 30-day Anti-Drug Campaign using a comprehensive, layered approach with the following goals:

- Remove individuals arrested for committing crimes on our system, with a particular focus on drug crimes
- Significantly decrease drug sales, usage, and overdoses on trains, platforms, and in stations
- Remove individuals who are not using the system for the purpose of transportation
- Increase the feeling of safety for our riders and employees
- Increase cleanliness and the overall customer experience on targeted lines
- Decrease crime while taking a holistic approach by offering eligible offenders a drug diversion program and necessary mental health/social services for people experiencing homelessness and suffering from drug addiction

Based on the Transit Watch App reporting, complaints from customers and employees, and crime statistics, problematic stations have been identified as the most challenging for drug usage and crime. The following activities were implemented to address these issues:

- Law Enforcement (LAPD & LASD)
  - Proactively patrolling their respective areas of service, investigating illegal drug activities that have negatively impacted Metro employees and riders.
  - LAPD -focus on the high crime trains and platforms addressing any illegal drug activities.
  - LASD- focus on high crime stations, platforms, and trains within their assigned territory, addressing any illegal drug activities.

- LAPD- provide resources from their HOPE Teams, SPU Units, and clinicians from the Department of Mental Health to address individuals using or selling drugs on the system or experiencing mental illness.
  - Eligible individuals arrested for drug related crimes were offered a drug diversion program in collaboration with the City Attorney's and District Attorney's Offices.
- Metro Transit Security (MTS)
  - Strategically deployed at the high crime stations during the AM and PM hours, focused on proactive patrols of the trains, platforms, and/or mezzanines and turnstiles to address code of conduct, fare compliance, wellness checks, and loitering.
- Contract Security
  - Strategically deployed at all high crime stations during the AM and PM hours, focused on proactive patrols of the ancillary areas to address trespassing.
- Metro Ambassadors
  - Strategically deployed across all problematic stations during the AM and PM hours, focused on customer service on station platforms, mezzanines, and on rail cars.
  - Ambassadors served as extra eyes and ears for any safety, security, or cleaning issues.
- Metro's social services teams continued to conduct outreach and offer services to the unhoused before station openings

The following metrics were used to determine the success of this campaign:

- Before and after photos of the high crime areas
- Reduction in customer complaints and Transit Watch App complaints relating to drug usage and cleanliness in the high crime areas
- Decrease in crime in high crime areas
- Employee surveys after the campaign depicting increased safety on the system

In addition, a media campaign was launched to re-educate and inform the public about Metro's zero-tolerance policy on illegal drugs before and during their rides through a cadence of communications to riders throughout the month of increased enforcement.

By the numbers: During the reporting period of 2/13/2023-3/11/2023, the Anti-Drug Campaign has yielded the following results:

- 1,658 Transit Watch App reports were submitted about drugs, alcohol, and smoking on the system, of which 947 (57.1%) were reported by the public and 711 (42.9%) by Metro Transit Ambassadors.

- 68 citations and 36 warnings were issued by MTS, of which 8 were specific to eating, drinking, or smoking on the system. The following table represents a full breakdown of citations and warnings issued during the review period:

Citations and Warnings 02/13/2023-03/11/2023	
Ticket/Citation	
Reason	Total
6-05-110.A Eating Drinking Smoking	6
6-05-120.A Loitering	4
6-05-230.A Fare Evasion	39
6-05-230. C.1 Boarding Without Proof	18
6-05-230. C.5 Refuse to Show Proof	1
<b>Subtotal</b>	<b>68</b>
Warning	
6-05-110.A Eating Drinking Smoking	2
6-05-120.A Loitering	0
6-05-230.A Fare Evasion	24
6-05-230. C.1 Boarding Without Proof	10
<b>Subtotal</b>	<b>36</b>
<b>Total</b>	<b>104</b>

- Law enforcement conducted 205 drug related arrests.

A review of arrests, CCATS, and Transit Watch App data indicates a nearly equal amount of reporting and arrest activity on both the trains and station platforms. SSLE noted a decline in overall reported drug activity on the Transit Watch App during week four of the Anti-Drug Campaign compared to week 3. Week four yielded 154 reports compared to 1,224 reported during the first week (-87%).

### FARE EVASION

Fare enforcement is a key component of Metro’s Code of Conduct. A subset of unarmed Metro Transit Security Officers conduct fare enforcement daily. When conducting fare enforcement, if passengers have no proof of fare, they will be issued a warning and will be documented via a mobile phone validator. For a passenger that has been warned and does not valid fare a second time, they will be cited. In December 2021, the Metro Office of Civil Rights launched a Mystery Rider Fare Observation Program to independently review the fare compliance process.

See Attachment I for the March 2023 Fare Observations Report from the mystery rider fare compliance program.

### OPERATOR SAFETY

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In January, there were a total of nine (9) assaults on bus/rail operators, with seven (7) assaults occurring in LAPD's jurisdiction and two (2) assaults occurring in LASD's jurisdiction. All of the assaults in January occurred on the bus system. These assaults represent a 31% decrease from December 2022, when thirteen (13) assaults were reported. A review of the incidents indicated that 45% were caused by no discernible reason or as a result of a missed stop. An analysis of the time of day for the assaults determined that 80% of reported incidents occurred between 6am and 6pm. For January, there were 15,664 bus boardings by LAPD officers and 2,322 bus boardings by LASD deputies.

## **METRO AMBASSADOR PROGRAM**

By the numbers - Reporting Period: 1/6/2023 - 3/2/2023 Metro Ambassadors conducted 58,232 customer interactions and reported the following:

- 1,493 cleanliness issues
- 497 graffiti incidents
- 404 elevator and escalator problems
- 322 safety issues

Metro Ambassadors will continue to support our customers and employees as extra eyes and ears on Metro bus and rail systems.

## **EQUITY PLATFORM**

The Anti-Drug Campaign is a multi-layered effort to address heightened concerns from our riders and employees regarding illegal drug use on the system. Through this campaign, we aim to remind riders that the use of illegal drugs on the system will not be tolerated, and appropriate action will be taken for those violating this policy. Metro's social services teams will be deployed and explore the feasibility of having eligible individuals arrested for drug-related crimes offered a drug diversion program. The goal of this agency approach aims to look at more long-term and sustainable solutions for individuals willing to accept services and avoid a repeated cycle of incarceration.

Metro's balanced approach to decreasing crime on the system will be focused on drug-related and violent crime as a measure of success. Metrics include drug-related arrests; changes to the baseline of drug use on Metro's system, based on Customer Comment Analysis & Tracking System, Transit Watch reports, and Transit Ambassador reports per month; employee surveys targeted at three stations; Vermont/Wilshire, 7th and Metro, and North Hollywood. The target audience for these surveys is frontline staff, including cleaning crews and service. The surveys will be issued by the Blue Shirts and be made available online via a QR code, an in-person iPad survey, and an in-person paper version.

## **NEXT STEPS**

Staff will continue to monitor our law enforcement partners, private security, and Transit Security performance, monitor crime stats, and adjust deployment as necessary.

**ATTACHMENTS**

Attachment A - Systemwide Law Enforcement Overview January 2023

Attachment B - MTA Supporting Data January 2023

Attachment C - Transit Police Summary January 2023

Attachment D - Monthly, Bi-Annual, Annual Comparison January 2023

Attachment E - Violent, Prop, and Part 1 Crimes January 2023

Attachment F - Demographics Data January 2023

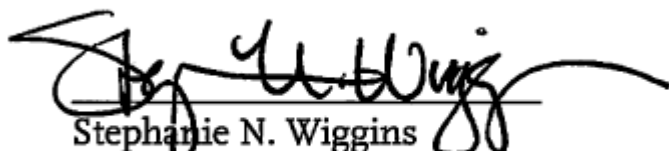
Attachment G - Bus & Rail Operator Assaults January 2023

Attachment H- Sexual Harassment Crimes January 2023

Attachment I - March 2023 Fare Observations Report

Prepared by: Vanessa Smith, Executive Officer, Customer Experience, (213)922-7009  
Robert Gummer, Deputy Executive Officer, Administration, (213)922-4513  
Imelda Hernandez, Senior Manager, Transportation Planning, (213) 922-4848

Reviewed by: Gina Osborn, Chief Safety Officer, Chief Safety Office, (213) 922-3055

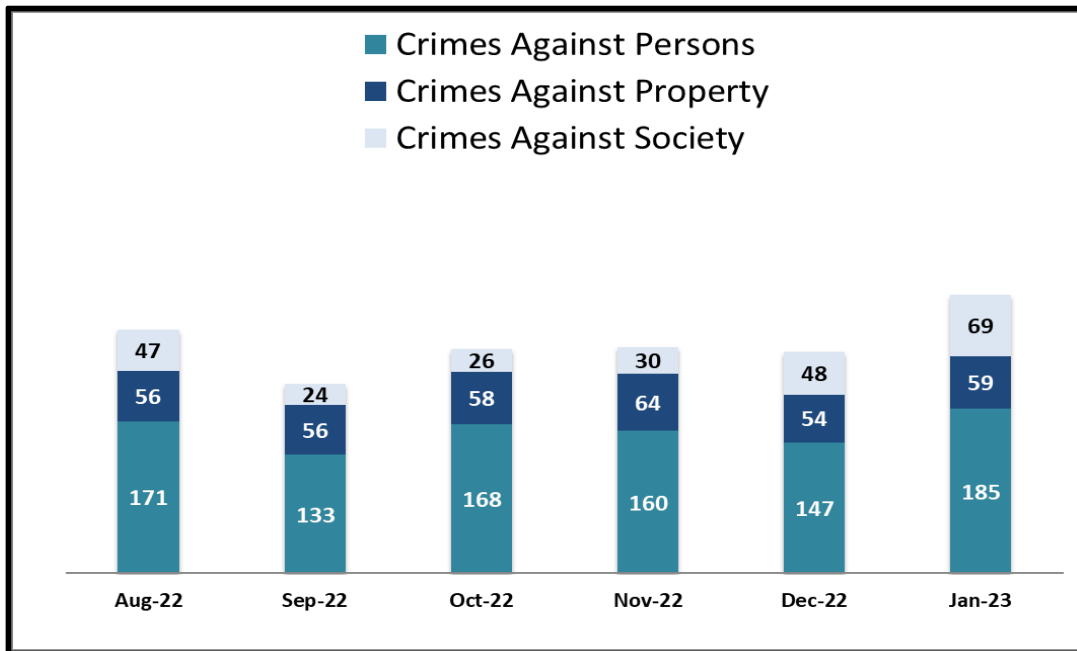
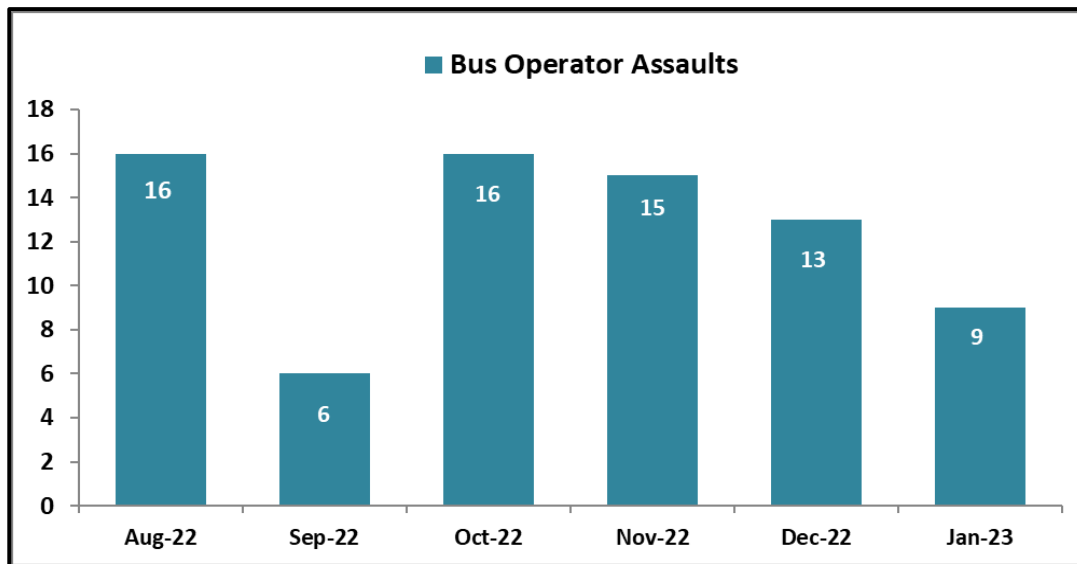


Stephanie N. Wiggins  
Chief Executive Officer



**SYSTEM-WIDE LAW ENFORCEMENT OVERVIEW**
**JANUARY 2023**

Attachment A

**Total Crimes**

**Bus Operator Assaults**


**SYSTEM-WIDE LAW ENFORCEMENT OVERVIEW**

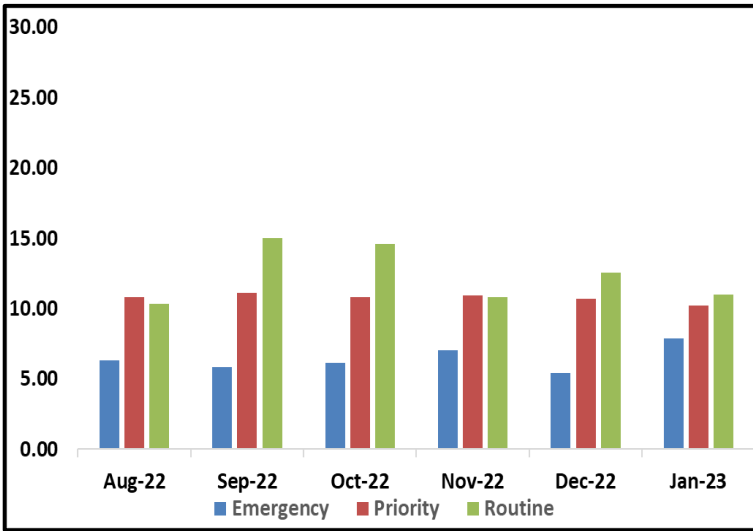
JANUARY 2023

Attachment A

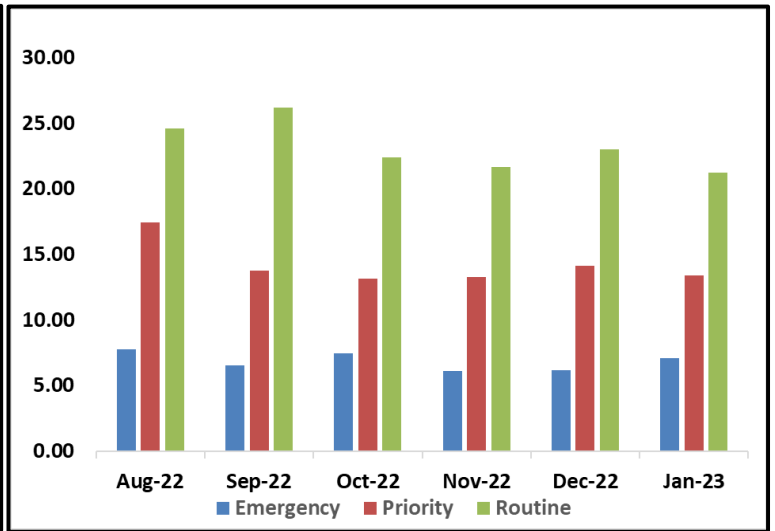
**Average Incident Response Times**

These graphs show how long it takes (in minutes) for LAPD, LASD, and LBPD to respond to Emergency, Priority, and Routine calls

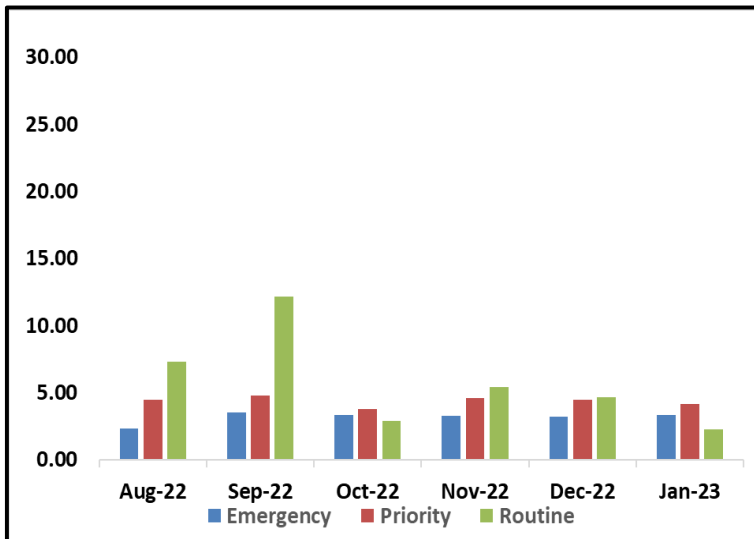
**LAPD**



**LASD**



**LBPD**



**Calls for Service**

LAPD: 380  
 LASD: 1,084  
 LBPD: 64

# A LINE (BLUE)

## ATTACHMENT B

### MONTHLY UPDATE ON TRANSIT POLICING PERFORMANCE - JANUARY 2023

REPORTED CRIME				
CRIMES AGAINST PERSONS	LAPD	LASD	LBPD	FYTD
Homicide	0	0	0	1
Rape	0	0	0	1
Robbery	1	3	0	35
Aggravated Assault	2	3	0	34
Aggravated Assault on Operator	0	0	0	0
Battery	3	3	0	41
Battery Rail Operator	0	0	0	1
Sex Offenses	0	0	0	7
<b>SUB-TOTAL</b>	<b>6</b>	<b>9</b>	<b>0</b>	<b>120</b>
CRIMES AGAINST PROPERTY	LAPD	LASD	LBPD	FYTD
Burglary	0	0	0	1
Larceny	1	0	1	32
Bike Theft	0	0	0	1
Motor Vehicle Theft	0	1	1	6
Arson	0	0	0	1
Vandalism	1	1	0	25
<b>SUB-TOTAL</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>66</b>
CRIMES AGAINST SOCIETY	LAPD	LASD	LBPD	FYTD
Weapons	0	0	0	6
Narcotics	0	6	0	25
Trespassing	0	0	1	1
<b>SUB-TOTAL</b>	<b>0</b>	<b>6</b>	<b>1</b>	<b>32</b>
<b>TOTAL</b>	<b>8</b>	<b>17</b>	<b>3</b>	<b>218</b>

ARRESTS				
AGENCY	LAPD	LASD	LBPD	FYTD
Felony	1	7	1	103
Misdemeanor	0	21	1	413
<b>TOTAL**</b>	<b>1</b>	<b>28</b>	<b>2</b>	<b>516</b>

CITATIONS				
AGENCY	LAPD	LASD	LBPD	FYTD
Other Citations	0	24	6	264
Vehicle Code Citations	0	3	12	88
<b>TOTAL</b>	<b>0</b>	<b>27</b>	<b>18</b>	<b>352</b>

CALLS FOR SERVICE				
AGENCY	LAPD	LASD	LBPD	FYTD
Routine	7	83	4	554
Priority	21	59	43	1,055
Emergency	7	3	17	224
<b>TOTAL</b>	<b>35</b>	<b>145</b>	<b>64</b>	<b>1,833</b>

DISPATCHED VS. PROACTIVE				
AGENCY	LAPD	LASD	LBPD	
Dispatched	16%	3%	2%	
Proactive	84%	97%	98%	
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	

CRIMES PER STATION				
STATION	CRIMES AGAINST PERSONS	CRIMES AGAINST PROPERTY	CRIMES AGAINST SOCIETY	FYTD
7th St/Metro Ctr	0	1	0	9
Pico	1	1	0	6
Grand/LATTC	3	0	0	10
San Pedro St	0	0	0	5
Washington	2	0	0	9
Vernon	0	0	0	2
Slauson	0	0	2	15
Florence	3	2	0	19
Firestone	2	0	0	11
103rd St/Watts Towers	0	0	0	4
Willowbrook/Rosa Parks	2	0	2	46
Compton	1	0	2	15
Artesia	0	0	0	12
Del Amo	1	0	0	17
Wardlow	0	0	0	2
Willow St	0	0	0	9
PCH	0	0	1	6
Anaheim St	0	0	0	7
5th St	0	0	0	2
1st St	0	2	0	3
Downtown Long Beach	0	0	0	7
Pacific Av	0	0	0	1
Blue Line Rail Yard	0	0	0	1
<b>Total</b>	<b>15</b>	<b>6</b>	<b>7</b>	<b>218</b>

PERCENTAGE OF TIME ON THE RAIL SYSTEM	
Blue Line-LAPD	91%
Blue Line-LASD	84%
Blue Line-LBPD	80%

GRADE CROSSING OPERATIONS				
LOCATION	LAPD	LASD	LBPD	FYTD
Washington St	36	0	0	326
Flower St	0	0	0	48
103rd St	18	0	0	136
Wardlow Rd	0	0	3	17
Pacific Ave.	0	0	0	0
Willowbrook	0	0	0	279
Slauson	1	0	0	25
Firestone	0	0	0	26
Florence	0	0	0	47
Compton	0	0	0	67
Artesia	0	0	0	39
Del Amo	0	0	0	46
Long Beach Blvd	0	0	0	2
<b>TOTAL</b>	<b>55</b>	<b>0</b>	<b>3</b>	<b>1,058</b>

LEGEND	
Los Angeles Police Department	
Los Angeles County Sheriff's Department	
Long Beach Police Department	

\*\*Totals do not include arrests made due to an infraction.

# B LINE (RED)

**ATTACHMENT B**
**MONTHLY UPDATE ON TRANSIT POLICING PERFORMANCE - JANUARY 2023**

REPORTED CRIME		
CRIMES AGAINST PERSONS	LAPD	FYTD
Homicide	1	4
Rape	0	2
Robbery	10	48
Aggravated Assault	18	69
Aggravated Assault on Operator	0	1
Battery	31	122
Battery Rail Operator	0	0
Sex Offenses	1	10
<b>SUB-TOTAL</b>	<b>61</b>	<b>256</b>
CRIMES AGAINST PROPERTY	LAPD	FYTD
Burglary	0	1
Larceny	19	80
Bike Theft	0	2
Motor Vehicle Theft	0	0
Arson	0	0
Vandalism	3	28
<b>SUB-TOTAL</b>	<b>22</b>	<b>111</b>
CRIMES AGAINST SOCIETY	LAPD	FYTD
Weapons	1	1
Narcotics	6	6
Trespassing	19	48
<b>SUB-TOTAL</b>	<b>26</b>	<b>55</b>
<b>TOTAL</b>	<b>109</b>	<b>422</b>

ARRESTS		
AGENCY	LAPD	FYTD
Felony	21	65
Misdemeanor	46	117
<b>TOTAL **</b>	<b>67</b>	<b>182</b>

CITATIONS		
AGENCY	LAPD	FYTD
Other Citations	15	84
Vehicle Code Citations	0	78
<b>TOTAL</b>	<b>15</b>	<b>162</b>

CALLS FOR SERVICE		
AGENCY	LAPD	FYTD
Routine	30	164
Priority	154	1,058
Emergency	13	87
<b>TOTAL</b>	<b>197</b>	<b>1,309</b>

DISPATCHED VS. PROACTIVE	
AGENCY	LAPD
Dispatched	20%
Proactive	80%
<b>TOTAL</b>	<b>100%</b>

CRIMES PER STATION				
STATION	CRIMES AGAINST PERSONS	CRIMES AGAINST PROPERTY	CRIMES AGAINST SOCIETY	FYTD
Union Station	3	1	0	31
Civic Center/Grand Park	1	1	2	11
Pershing Square	3	0	1	26
7th St/Metro Ctr	8	4	0	44
Westlake/MacArthur Park	13	3	2	85
Wilshire/Vermont	8	1	6	39
Wilshire/Normandie	2	0	0	10
Vermont/Beverly	1	1	0	9
Wilshire/Western	3	2	0	17
Vermont/Santa Monica	0	1	0	17
Vermont/Sunset	2	0	1	8
Hollywood/Western	2	2	1	19
Hollywood/Vine	4	2	2	27
Hollywood/Highland	3	0	0	17
Universal City/Studio City	2	1	0	9
North Hollywood	6	3	4	46
Red Line Rail Yard	0	0	0	0
<b>Total</b>	<b>61</b>	<b>22</b>	<b>19</b>	<b>415</b>

PERCENTAGE OF TIME SPENT ON THE RAIL SYSTEM	
Red Line- LAPD	88%

LEGEND
<b>Los Angeles Police Department</b>

*\*\*Totals do not include arrests made due to an infraction.*

# C LINE (GREEN)

**ATTACHMENT B**
**MONTHLY UPDATE ON TRANSIT POLICING PERFORMANCE - JANUARY 2023**

REPORTED CRIME			
CRIMES AGAINST PERSONS	LAPD	LASD	FYTD
Homicide	0	0	0
Rape	0	0	1
Robbery	0	3	17
Aggravated Assault	0	1	20
Aggravated Assault on Operator	0	0	0
Battery	0	3	23
Battery Rail Operator	0	0	0
Sex Offenses	0	0	0
<b>SUB-TOTAL</b>	<b>0</b>	<b>7</b>	<b>61</b>
CRIMES AGAINST PROPERTY	LAPD	LASD	FYTD
Burglary	0	0	0
Larceny	2	1	18
Bike Theft	0	0	2
Motor Vehicle Theft	0	0	1
Arson	0	0	0
Vandalism	0	1	11
<b>SUB-TOTAL</b>	<b>2</b>	<b>2</b>	<b>32</b>
CRIMES AGAINST SOCIETY	LAPD	LASD	FYTD
Weapons	0	1	8
Narcotics	0	5	16
Trespassing	0	0	1
<b>SUB-TOTAL</b>	<b>0</b>	<b>6</b>	<b>25</b>
<b>TOTAL</b>	<b>2</b>	<b>15</b>	<b>118</b>

ARRESTS			
AGENCY	LAPD	LASD	FYTD
Felony	0	3	32
Misdemeanor	1	14	123
<b>TOTAL**</b>	<b>1</b>	<b>17</b>	<b>155</b>

CITATIONS			
AGENCY	LAPD	LASD	FYTD
Other Citations	3	16	209
Vehicle Code Citations	23	4	312
<b>TOTAL</b>	<b>26</b>	<b>20</b>	<b>521</b>

CALLS FOR SERVICE			
AGENCY	LAPD	LASD	FYTD
Routine	3	130	837
Priority	10	46	505
Emergency	1	5	59
<b>TOTAL</b>	<b>14</b>	<b>181</b>	<b>1,401</b>

DISPATCHED VS. PROACTIVE		
AGENCY	LAPD	LASD
Dispatched	16%	11%
Proactive	84%	89%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>

PERCENTAGE OF TIME SPENT ON THE RAIL SYSTEM	
Green Line-LAPD	91%
Green Line-LASD	94%

LEGEND
<b>Los Angeles Police Department</b>
<b>Los Angeles County Sheriff's Department</b>

*\*\*Totals do not include arrests made due to an infraction.*

CRIMES PER STATION				
STATION	CRIMES AGAINST PERSONS	CRIMES AGAINST PROPERTY	CRIMES AGAINST SOCIETY	FYTD
Redondo Beach	2	1	0	8
Douglas	1	0	0	5
El Segundo	1	0	0	7
Mariposa	0	0	0	4
Aviation/LAX	0	1	0	7
Hawthorne/Lennox	0	0	3	11
Crenshaw	0	0	1	13
Vermont/Athens	1	0	0	11
Harbor Fwy	0	0	0	5
Avalon	0	1	0	4
Willowbrook/Rosa Parks	0	0	2	10
Long Beach Bl	0	0	0	15
Lakewood Bl	1	0	0	2
Norwalk	1	1	0	16
<b>Total</b>	<b>7</b>	<b>4</b>	<b>6</b>	<b>118</b>

# E LINE (EXPO)

## ATTACHMENT B

### MONTHLY UPDATE ON TRANSIT POLICING PERFORMANCE - JANUARY 2023

REPORTED CRIME			
CRIMES AGAINST PERSONS	LAPD	LASD	FYTD
Homicide	0	0	1
Rape	0	0	0
Robbery	3	1	30
Aggravated Assault	0	2	15
Aggravated Assault on Operator	0	0	0
Battery	7	1	28
Battery Rail Operator	0	0	0
Sex Offenses	0	0	3
<b>SUB-TOTAL</b>	<b>10</b>	<b>4</b>	<b>77</b>
CRIMES AGAINST PROPERTY	LAPD	LASD	FYTD
Burglary	0	0	0
Larceny	1	0	25
Bike Theft	0	0	3
Motor Vehicle Theft	0	0	0
Arson	0	0	0
Vandalism	0	0	1
<b>SUB-TOTAL</b>	<b>1</b>	<b>0</b>	<b>29</b>
CRIMES AGAINST SOCIETY	LAPD	LASD	FYTD
Weapons	0	0	0
Narcotics	0	0	0
Trespassing	0	0	3
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>3</b>
<b>TOTAL</b>	<b>11</b>	<b>4</b>	<b>109</b>

ARRESTS			
AGENCY	LAPD	LASD	FYTD
Felony	0	0	12
Misdemeanor	0	3	30
<b>TOTAL**</b>	<b>0</b>	<b>3</b>	<b>42</b>

CITATIONS			
AGENCY	LAPD	LASD	FYTD
Other Citations	0	4	43
Vehicle Code Citations	1	0	12
<b>TOTAL</b>	<b>1</b>	<b>4</b>	<b>55</b>

CALLS FOR SERVICE			
AGENCY	LAPD	LASD	FYTD
Routine	7	61	483
Priority	26	26	561
Emergency	6	4	57
<b>TOTAL</b>	<b>39</b>	<b>91</b>	<b>1,101</b>

DISPATCHED VS. PROACTIVE		
AGENCY	LAPD	LASD
Dispatched	16%	8%
Proactive	84%	92%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>

PERCENTAGE OF TIME SPENT ON THE RAIL SYSTEM	
Expo Line-LAPD	91%
Expo Line-LASD	95%

GRADE CROSSING OPERATIONS			
LOCATION	LAPD	LASD	FYTD
Exposition Blvd	124	0	949
Santa Monica	0	12	70
Culver City	0	3	21
<b>TOTAL</b>	<b>124</b>	<b>15</b>	<b>1,040</b>

LEGEND	
Los Angeles Police Department	
Los Angeles County Sheriff's Department	

\*\*Totals do not include arrests made due to an infraction.

CRIMES PER STATION				
STATION	CRIMES AGAINST PERSONS	CRIMES AGAINST PROPERTY	CRIMES AGAINST SOCIETY	FYTD
7th St/Metro Ctr	2	0	0	5
Pico	1	0	0	1
LATTC/Ortho Institute	0	0	0	2
Jefferson/USC	0	0	0	5
Expo Park/USC	0	0	0	8
Expo/Vermont	3	1	0	14
Expo/Western	1	0	0	17
Expo/Crenshaw	1	0	0	11
Farmdale	1	0	0	7
Expo/La Brea	1	0	0	2
La Cienega/Jefferson	0	0	0	5
Culver City	0	0	0	6
Palms	0	0	0	3
Westwood/Rancho Park	0	0	0	1
Expo/Sepulveda	0	0	0	3
Expo/Bundy	0	0	0	3
26th St/Bergamot	1	0	0	2
17th St/SMC	0	0	0	2
Downtown Santa Monica	3	0	0	12
Expo Line Rail Yard	0	0	0	0
<b>Total</b>	<b>14</b>	<b>1</b>	<b>0</b>	<b>109</b>

# G LINE (ORANGE)

**ATTACHMENT B**
**MONTHLY UPDATE ON TRANSIT POLICING PERFORMANCE - JANUARY 2023**

REPORTED CRIME		
CRIMES AGAINST PERSONS	LAPD	FYTD
Homicide	0	0
Rape	0	0
Robbery	1	5
Aggravated Assault	1	5
Aggravated Assault on Operator	0	0
Battery	0	9
Battery Bus Operator	1	2
Sex Offenses	0	1
<b>SUB-TOTAL</b>	<b>3</b>	<b>22</b>
CRIMES AGAINST PROPERTY	LAPD	FYTD
Burglary	0	0
Larceny	0	1
Bike Theft	0	1
Motor Vehicle Theft	0	0
Arson	0	0
Vandalism	0	1
<b>SUB-TOTAL</b>	<b>0</b>	<b>3</b>
CRIMES AGAINST SOCIETY	LAPD	FYTD
Weapons	1	1
Narcotics	0	0
Trespassing	0	2
<b>SUB-TOTAL</b>	<b>1</b>	<b>3</b>
<b>TOTAL</b>	<b>4</b>	<b>28</b>

ARRESTS		
AGENCY	LAPD	FYTD
Felony	2	7
Misdemeanor	1	9
<b>TOTAL**</b>	<b>3</b>	<b>16</b>

CITATIONS		
AGENCY	LAPD	FYTD
Other Citations	5	160
Vehicle Code Citations	36	798
<b>TOTAL</b>	<b>41</b>	<b>958</b>

CALLS FOR SERVICE		
AGENCY	LAPD	FYTD
Routine	0	3
Priority	6	58
Emergency	1	4
<b>TOTAL</b>	<b>7</b>	<b>65</b>

DISPATCHED VS. PROACTIVE	
AGENCY	LAPD
Dispatched	15%
Proactive	85%
<b>TOTAL</b>	<b>100%</b>

PERCENTAGE OF TIME SPENT ON THE BUS SYSTEM	
Orange Line- LAPD	91%

**LEGEND**

**Los Angeles Police Department**

\*\*Totals do not include arrests made due to an infraction.

CRIMES PER STATION				
STATION	CRIMES AGAINST PERSONS	CRIMES AGAINST PROPERTY	CRIMES AGAINST SOCIETY	FYTD
North Hollywood	0	0	0	3
Laurel Canyon	0	0	0	0
Valley College	0	0	0	0
Woodman	0	0	0	0
Van Nuys	1	0	0	3
Sepulveda	0	0	0	1
Woodley	0	0	0	2
Balboa	1	0	0	4
Reseda	1	0	0	2
Tampa	0	0	0	4
Pierce College	0	0	0	1
De Soto	0	0	0	1
Canoga	0	0	0	2
Warner Center	0	0	0	0
Sherman Way	0	0	0	2
Roscoe	0	0	0	1
Nordhoff	0	0	0	0
Chatsworth	0	0	0	1
<b>Total</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>27</b>

# J LINE (SILVER)

## ATTACHMENT B

### MONTHLY UPDATE ON TRANSIT POLICING PERFORMANCE - JANUARY 2023

REPORTED CRIME			
CRIMES AGAINST PERSONS	LAPD	LASD	FYTD
Homicide	0	0	0
Rape	0	0	0
Robbery	0	0	1
Aggravated Assault	0	0	2
Aggravated Assault on Operator	0	0	1
Battery	0	0	2
Battery Bus Operator	0	0	0
Sex Offenses	0	0	1
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>7</b>
CRIMES AGAINST PROPERTY	LAPD	LASD	FYTD
Burglary	0	0	0
Larceny	0	0	0
Bike Theft	0	0	0
Motor Vehicle Theft	0	0	0
Arson	0	0	0
Vandalism	1	0	2
<b>SUB-TOTAL</b>	<b>1</b>	<b>0</b>	<b>2</b>
CRIMES AGAINST SOCIETY	LAPD	LASD	FYTD
Weapons	0	0	0
Narcotics	0	0	1
Trespassing	0	0	0
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>TOTAL</b>	<b>1</b>	<b>0</b>	<b>10</b>

ARRESTS			
AGENCY	LAPD	LASD	FYTD
Felony	0	0	1
Misdemeanor	0	2	7
<b>TOTAL**</b>	<b>0</b>	<b>2</b>	<b>8</b>

CITATIONS			
AGENCY	LAPD	LASD	FYTD
Other Citations	6	0	155
Vehicle Code Citations	70	0	738
<b>TOTAL</b>	<b>76</b>	<b>0</b>	<b>893</b>

CALLS FOR SERVICE			
AGENCY	LAPD	LASD	FYTD
Routine	0	14	34
Priority	2	5	35
Emergency	0	0	2
<b>TOTAL</b>	<b>2</b>	<b>19</b>	<b>71</b>

DISPATCHED VS. PROACTIVE		
AGENCY	LAPD	LASD
Dispatched	19%	10%
Proactive	81%	90%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>

PERCENTAGE OF TIME SPENT ON THE BUS SYSTEM	
Silver Line- LAPD	91%
Silver Line- LASD	85%

LEGEND	
Los Angeles Police Department	
Los Angeles County Sheriff's Department	

\*\*Totals do not include arrests made due to an infraction.

CRIMES PER STATION				
STATION	CRIMES AGAINST PERSONS	CRIMES AGAINST PROPERTY	CRIMES AGAINST SOCIETY	FYTD
El Monte	0	0	0	2
Cal State LA	0	0	0	0
LAC/USC Medical Ctr	0	0	0	0
Alameda	0	0	0	0
Downtown	0	0	0	0
37th St/USC	0	0	0	0
Slauson	0	0	0	3
Manchester	0	0	0	1
Harbor Fwy	0	1	0	2
Rosecrans	0	0	0	0
Harbor Gateway Transit Ctr	0	0	0	2
Carson	0	0	0	0
PCH	0	0	0	0
San Pedro/Beacon	0	0	0	0
<b>Total</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>10</b>



# K LINE

**ATTACHMENT B**
**MONTHLY UPDATE ON TRANSIT POLICING PERFORMANCE - JANUARY 2023**

REPORTED CRIME			
CRIMES AGAINST PERSONS	LAPD	LASD	FYTD
Homicide	0	0	0
Rape	0	0	0
Robbery	0	0	0
Aggravated Assault	2	0	2
Aggravated Assault on Operator	0	0	0
Battery	0	0	0
Battery Bus Operator	0	0	0
Sex Offenses	0	0	0
<b>SUB-TOTAL</b>	<b>2</b>	<b>0</b>	<b>2</b>
CRIMES AGAINST PROPERTY	LAPD	LASD	FYTD
Burglary	0	0	0
Larceny	0	0	1
Bike Theft	0	0	0
Motor Vehicle Theft	0	0	0
Arson	0	0	0
Vandalism	0	0	0
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>1</b>
CRIMES AGAINST SOCIETY	LAPD	LASD	FYTD
Weapons	0	0	0
Narcotics	0	0	0
Trespassing	0	0	0
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	<b>2</b>	<b>0</b>	<b>3</b>

ARRESTS			
AGENCY	LAPD	LASD	FYTD
Felony	0	0	0
Misdemeanor	0	1	4
<b>TOTAL**</b>	<b>0</b>	<b>1</b>	<b>4</b>

CITATIONS			
AGENCY	LAPD	LASD	FYTD
Other Citations	0	0	5
Vehicle Code Citations	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>5</b>

CALLS FOR SERVICE			
AGENCY	LAPD	LASD	FYTD
Routine	0	33	118
Priority	2	7	45
Emergency	1	0	1
<b>TOTAL</b>	<b>3</b>	<b>40</b>	<b>164</b>

DISPATCHED VS. PROACTIVE		
AGENCY	LAPD	LASD
Dispatched	15%	14%
Proactive	85%	86%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>

CRIMES PER STATION				
STATION	CRIMES AGAINST PERSONS	CRIMES AGAINST PROPERTY	CRIMES AGAINST SOCIETY	FYTD
Expo / Crenshaw	0	0	0	0
Martin Luther King Jr Station	2	0	0	2
Leimert Park Station	0	0	0	0
Hyde Park Station	0	0	0	0
Fairview Heights Station	0	0	0	0
Downtown Inglewood Station	0	0	0	0
Westchester / Veterans Station	0	0	0	1
<b>Total</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>3</b>

PERCENTAGE OF TIME SPENT ON THE RAIL SYSTEM	
K Line - LAPD	88%
K Line - LASD	96%

LEGEND	
Los Angeles Police Department	
Los Angeles County Sheriff's Department	

\*\*Totals do not include arrests made due to an infraction.

# L LINE (GOLD)

## ATTACHMENT B

### MONTHLY UPDATE ON TRANSIT POLICING PERFORMANCE - JANUARY 2023

REPORTED CRIME			
CRIMES AGAINST PERSONS	LAPD	LASD	FYTD
Homicide	0	0	0
Rape	0	0	0
Robbery	0	1	14
Aggravated Assault	0	0	14
Aggravated Assault on Operator	0	0	1
Battery	1	0	18
Battery Rail Operator	0	0	0
Sex Offenses	0	0	6
<b>SUB-TOTAL</b>	<b>1</b>	<b>1</b>	<b>53</b>
CRIMES AGAINST PROPERTY	LAPD	LASD	FYTD
Burglary	0	0	0
Larceny	1	0	14
Bike Theft	0	0	3
Motor Vehicle Theft	0	0	1
Arson	0	0	1
Vandalism	1	0	10
<b>SUB-TOTAL</b>	<b>2</b>	<b>0</b>	<b>29</b>
CRIMES AGAINST SOCIETY	LAPD	LASD	FYTD
Weapons	0	0	7
Narcotics	0	0	5
Trespassing	2	3	19
<b>SUB-TOTAL</b>	<b>2</b>	<b>3</b>	<b>31</b>
<b>TOTAL</b>	<b>5</b>	<b>4</b>	<b>113</b>

ARRESTS			
AGENCY	LAPD	LASD	FYTD
Felony	0	2	42
Misdemeanor	1	32	307
<b>TOTAL**</b>	<b>1</b>	<b>34</b>	<b>349</b>

CITATIONS			
AGENCY	LAPD	LASD	FYTD
Other Citations	0	30	367
Vehicle Code Citations	0	2	18
<b>TOTAL</b>	<b>0</b>	<b>32</b>	<b>385</b>

CALLS FOR SERVICE			
AGENCY	LAPD	LASD	FYTD
Routine	6	160	1,117
Priority	16	69	726
Emergency	2	9	94
<b>TOTAL</b>	<b>24</b>	<b>238</b>	<b>1,937</b>

DISPATCHED VS. PROACTIVE		
AGENCY	LAPD	LASD
Dispatched	19%	9%
Proactive	81%	91%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>

CRIMES PER STATION				
STATION	CRIMES AGAINST PERSONS	CRIMES AGAINST PROPERTY	CRIMES AGAINST SOCIETY	FYTD
APU/Citrus College	0	0	1	11
Azusa Downtown	1	0	1	17
Irwindale	0	0	0	6
Duarte/City of Hope	0	0	0	5
Monrovia	0	0	0	4
Arcadia	0	0	0	8
Sierra Madre Villa	0	0	0	6
Allen	0	0	0	2
Lake	0	0	0	12
Memorial Park	0	0	0	3
Del Mar	0	0	0	1
Fillmore	0	0	1	7
South Pasadena	0	0	0	2
Highland Park	0	1	0	3
Southwest Museum	0	0	0	2
Heritage Square	0	0	0	0
Lincoln/Cypress	0	0	0	2
Chinatown	0	0	0	3
Union Station	1	0	1	6
Little Tokyo/Arts Dist	0	0	0	0
Pico/Aliso	0	1	0	2
Mariachi Plaza	0	0	0	2
Soto	0	0	1	2
Indiana (both LAPD & LASD)	0	0	0	5
Maravilla	0	0	0	0
East LA Civic Ctr	0	0	0	0
Atlantic	0	0	0	2
<b>Total</b>	<b>2</b>	<b>2</b>	<b>5</b>	<b>113</b>

PERCENTAGE OF TIME SPENT ON THE RAIL SYSTEM	
Gold Line-LAPD	91%
Gold Line-LASD	89%

GRADE CROSSING OPERATIONS			
LOCATION	LAPD	LASD	FYTD
Marmion Way	0	0	1
Arcadia Station	0	4	25
Irwindale	0	13	89
Monrovia	0	2	17
City of Pasadena	0	6	87
Magnolia Ave	0	0	0
Duarte Station	0	1	22
City Of Azusa	0	2	49
South Pasadena	0	0	40
City Of East LA	0	2	61
Figueroa St	0	0	8
<b>TOTAL GOAL= 10</b>	<b>0</b>	<b>30</b>	<b>399</b>

LEGEND	
Los Angeles Police Department	
Los Angeles County Sheriff's Department	

\*\*Totals do not include arrests made due to an infraction.

# BUS PATROL

**ATTACHMENT B**
**MONTHLY UPDATE ON TRANSIT POLICING PERFORMANCE - JANUARY 2023**

REPORTED CRIME			
CRIMES AGAINST PERSONS	LAPD	LASD	FYTD
Homicide	0	0	0
Rape	0	0	0
Robbery	1	2	42
Aggravated Assault	5	4	72
Aggravated Assault on Operator	1	0	18
Battery	31	2	177
Battery Bus Operator	5	2	68
Sex Offenses	1	1	17
<b>SUB-TOTAL</b>	<b>44</b>	<b>11</b>	<b>394</b>
CRIMES AGAINST PROPERTY	LAPD	LASD	FYTD
Burglary	0	0	1
Larceny	6	3	69
Bike Theft	0	0	2
Motor Vehicle Theft	0	0	2
Arson	0	0	1
Vandalism	2	5	42
<b>SUB-TOTAL</b>	<b>8</b>	<b>8</b>	<b>117</b>
CRIMES AGAINST SOCIETY	LAPD	LASD	FYTD
Weapons	0	1	19
Narcotics	2	14	69
Trespassing	0	0	7
<b>SUB-TOTAL</b>	<b>2</b>	<b>15</b>	<b>95</b>
<b>TOTAL</b>	<b>54</b>	<b>34</b>	<b>606</b>

LASD's Crimes per Sector		
Sector		FYTD
Westside	3	20
San Fernando	2	6
San Gabriel Valley	2	29
Gateway Cities	14	100
South Bay	13	100
<b>Total</b>	<b>34</b>	<b>255</b>

LAPD's Crimes per Sector		
Sector		FYTD
<b>Valley Bureau</b>		
Van Nuys	2	14
West Valley	0	10
North Hollywood	1	9
Foothill	1	3
Devonshire	1	4
Mission	1	5
Topanga	0	4
<b>Central Bureau</b>		
Central	16	61
Rampart	3	22
Hollenbeck	0	4
Northeast	0	6
Newton	3	28
<b>West Bureau</b>		
Hollywood	1	21
Wilshire	0	13
West LA	3	12
Pacific	0	7
Olympic	7	32
<b>Southwest Bureau</b>		
Southwest	6	40
Harbor	1	5
77th Street	5	38
Southeast	1	12
<b>Total</b>	<b>52</b>	<b>350</b>

ARRESTS			
AGENCY	LAPD	LASD	FYTD
Felony	8	10	137
Misdemeanor	8	89	651
<b>TOTAL**</b>	<b>16</b>	<b>99</b>	<b>788</b>

CITATIONS			
AGENCY	LAPD	LASD	FYTD
Other Citations	2	106	788
Vehicle Code Citations	6	50	312
<b>TOTAL</b>	<b>8</b>	<b>156</b>	<b>1,100</b>

CALLS FOR SERVICE			
AGENCY	LAPD	LASD	FYTD
Routine	4	168	960
Priority	2	109	884
Emergency	0	13	86
<b>TOTAL</b>	<b>6</b>	<b>290</b>	<b>1,930</b>

DISPATCHED VS. PROACTIVE		
AGENCY	LAPD	LASD
Dispatched	19%	3%
Proactive	81%	97%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>

PERCENTAGE OF TIME SPENT ON THE BUS SYSTEM	
LAPD BUS	89%
LASD BUS	92%

LEGEND	
Los Angeles Police Department	
Los Angeles County Sheriff's Department	

\*\*Totals do not include arrests made due to an infraction.

# UNION STATION

## ATTACHMENT B

### MONTHLY UPDATE ON TRANSIT POLICING PERFORMANCE - JANUARY 2023

REPORTED CRIME		
CRIMES AGAINST PERSONS	LAPD	FYTD
Homicide	0	0
Rape	0	0
Robbery	0	4
Aggravated Assault	2	21
Aggravated Assault on Operator	0	0
Battery	15	79
Battery Rail Operator	0	0
Sex Offenses	0	7
<b>SUB-TOTAL</b>	<b>17</b>	<b>111</b>
CRIMES AGAINST PROPERTY	LAPD	FYTD
Burglary	2	4
Larceny	5	23
Bike Theft	0	3
Motor Vehicle Theft	0	0
Arson	0	0
Vandalism	0	11
<b>SUB-TOTAL</b>	<b>7</b>	<b>41</b>
CRIMES AGAINST SOCIETY	LAPD	FYTD
Weapons	1	1
Narcotics	0	0
Trespassing	4	21
<b>SUB-TOTAL</b>	<b>5</b>	<b>22</b>
<b>TOTAL</b>	<b>29</b>	<b>174</b>

ARRESTS		
AGENCY	LAPD	FYTD
Felony	3	26
Misdemeanor	7	77
<b>TOTAL**</b>	<b>10</b>	<b>103</b>

CITATIONS		
AGENCY	LAPD	FYTD
Other Citations	0	37
Vehicle Code Citations	0	7
<b>TOTAL</b>	<b>0</b>	<b>44</b>

CALLS FOR SERVICE		
AGENCY	LAPD	FYTD
Routine	7	66
Priority	37	329
Emergency	3	28
<b>TOTAL</b>	<b>47</b>	<b>423</b>

DISPATCHED VS. PROACTIVE	
AGENCY	LAPD
Dispatched	21%
Proactive	79%
<b>TOTAL</b>	<b>100%</b>

PERCENTAGE OF TIME SPENT AT UNION STATION	
LOCATION	LAPD
Union Station	88%

LEGEND
Los Angeles Police Department

\*\*Totals do not include arrests made due to an infraction.

# 7TH & METRO STATION

## ATTACHMENT B

### MONTHLY UPDATE ON TRANSIT POLICING PERFORMANCE - JANUARY 2023

REPORTED CRIME		
CRIMES AGAINST PERSONS	LAPD	FYTD
Homicide	0	0
Rape	0	0
Robbery	2	6
Aggravated Assault	3	4
Aggravated Assault on Operator	0	0
Battery	4	14
Battery Rail Operator	0	0
Sex Offenses	0	0
<b>SUB-TOTAL</b>	<b>9</b>	<b>24</b>
CRIMES AGAINST PROPERTY	LAPD	FYTD
Burglary	0	0
Larceny	0	1
Bike Theft	0	0
Motor Vehicle Theft	0	0
Arson	0	0
Vandalism	0	0
<b>SUB-TOTAL</b>	<b>0</b>	<b>1</b>
CRIMES AGAINST SOCIETY	LAPD	FYTD
Weapons	0	0
Narcotics	0	0
Trespassing	2	4
<b>SUB-TOTAL</b>	<b>2</b>	<b>4</b>
<b>TOTAL</b>	<b>11</b>	<b>29</b>

ARRESTS		
AGENCY	LAPD	FYTD
Felony	0	2
Misdemeanor	0	8
<b>TOTAL**</b>	<b>0</b>	<b>10</b>

CITATIONS		
AGENCY	LAPD	FYTD
Other Citations	1	8
Vehicle Code Citations	5	5
<b>TOTAL</b>	<b>6</b>	<b>13</b>

CALLS FOR SERVICE		
AGENCY	LAPD	FYTD
Routine	0	3
Priority	5	19
Emergency	1	2
<b>TOTAL</b>	<b>6</b>	<b>24</b>

DISPATCHED VS. PROACTIVE	
AGENCY	LAPD
Dispatched	20%
Proactive	80%
<b>TOTAL</b>	<b>100%</b>

PERCENTAGE OF TIME SPENT AT 7TH & METRO STATION	
LOCATION	LAPD
7th & Metro Station	88%

LEGEND
Los Angeles Police Department

\*\*Totals do not include arrests made due to an infraction.

# Transit Police

## Monthly Crime Report


**Attachment C**

	2023	2022	%
	January	January	Change
<b>CRIMES AGAINST PERSONS</b>			
Homicide	1	1	0.0%
Rape	0	0	0.0%
Robbery	28	24	16.7%
Aggravated Assault	43	33	30.3%
Aggravated Assault on Operator	1	0	N/A
Battery	101	89	13.5%
Battery on Operator	8	13	-38.5%
Sex Offenses	3	5	-40.0%
<b>SUB-TOTAL</b>	<b>185</b>	<b>165</b>	<b>12.1%</b>
<b>CRIMES AGAINST PROPERTY</b>			
Burglary	2	3	-33.3%
Larceny	40	35	14.3%
Bike Theft	0	2	-100.0%
Motor Vehicle Theft	2	2	0.0%
Arson	0	0	0.0%
Vandalism	15	29	-48.3%
<b>SUB-TOTAL</b>	<b>59</b>	<b>71</b>	<b>-16.9%</b>
<b>CRIMES AGAINST SOCIETY</b>			
Weapons	5	3	66.7%
Narcotics	33	8	312.5%
Trespassing	31	5	520.0%
<b>SUB-TOTAL</b>	<b>69</b>	<b>16</b>	<b>331.3%</b>
<b>TOTAL</b>	<b>313</b>	<b>252</b>	<b>24.2%</b>
<b>ENFORCEMENT EFFORTS</b>			
Arrests	285	133	114.3%
Citations	430	474	-9.3%
Calls for Service	1,448	1,478	-2.0%



**MONTHLY, BI-ANNUAL, ANNUAL COMPARISON**

**JANUARY 2023**

Attachment D

**Crimes**

**Monthly**

<b>System-Wide</b>	<b>Jan-22</b>	<b>Jan-23</b>	<b>% Change</b>
Crimes Against Persons	165	185	12.12%
Crimes Against Property	71	59	-16.90%
Crimes Against Society	16	69	331.25%
<b>Total</b>	<b>252</b>	<b>313</b>	<b>24.21%</b>

**Six Months**

<b>System-Wide</b>	<b>Aug-21-Jan-22</b>	<b>Aug-22-Jan-23</b>	<b>% Change</b>
Crimes Against Persons	938	964	2.77%
Crimes Against Property	409	347	-15.16%
Crimes Against Society	111	244	119.82%
<b>Total</b>	<b>1,458</b>	<b>1,555</b>	<b>6.65%</b>

**Annual**

<b>System-Wide</b>	<b>Feb-21-Jan-22</b>	<b>Feb-22-Jan-23</b>	<b>% Change</b>
Crimes Against Persons	1,704	1,956	14.79%
Crimes Against Property	780	864	10.77%
Crimes Against Society	282	390	38.30%
<b>Total</b>	<b>2,766</b>	<b>3,210</b>	<b>16.05%</b>

**Average Emergency Response Times**

**Monthly**

<b>Jan-22</b>	<b>Jan-23</b>	<b>% Change</b>
4:33	6:04	33.33%

**Six Months**

<b>Aug-21-Jan-22</b>	<b>Aug-22-Jan-23</b>	<b>% Change</b>
4:46	5:28	14.69%

**Annual**

<b>Feb-21-Jan-22</b>	<b>Feb-22-Jan-23</b>	<b>% Change</b>
4:32	5:30	21.32%

**Bus Operator Assaults**

**Monthly**

<b>Jan-22</b>	<b>Jan-23</b>	<b>% Change</b>
13	9	-30.77%

**Six Months**

<b>Aug-21-Jan-22</b>	<b>Aug-22-Jan-23</b>	<b>% Change</b>
84	75	-10.71%

**Annual**

<b>Feb-21-Jan-22</b>	<b>Feb-22-Jan-23</b>	<b>% Change</b>
125	158	26.40%

**Ridership**

**Monthly**

<b>Jan-22</b>	<b>Jan-23</b>	<b>% Change</b>
18,766,760	21,234,326	13.15%

**Six Months**

<b>Aug-21-Jan-22</b>	<b>Aug-22-Jan-23</b>	<b>% Change</b>
128,937,348	132,546,969	2.80%

**Annual**

<b>Feb-21-Jan-22</b>	<b>Feb-22-Jan-23</b>	<b>% Change</b>
233,171,558	257,720,936	10.53%



SYSTEM SECURITY & LAW ENFORCEMENT

Attachment E

Violent and Property Crimes  
January 2023

<b>VIOLENT CRIMES</b>	<b>1/01/2023 TO 1/31/2023</b>	<b>12/01/2022 TO 12/31/2022</b>	<b>% Change</b>	<b>12/01/2022 TO 12/31/2022</b>	<b>11/01/2022 TO 11/30/2022</b>	<b>% Change</b>	<b>1/01/2023 TO 1/31/2023</b>	<b>1/01/2019 TO 1/31/2019</b>	<b>% Change</b>	<b>1/01/2023 TO 1/31/2023</b>	<b>1/01/2018 TO 1/31/2018</b>	<b>% Change</b>
Homicide	1	0	N/A	0	1	-100.0%	1	0	N/A	1	0	N/A
Rape	0	1	-100.0%	1	1	0.0%	0	1	-100.0%	0	0	0.0%
Robbery	28	31	-9.7%	31	31	0.0%	28	29	-3.4%	28	27	3.7%
Aggravated Assault	43	29	48.3%	29	35	-17.1%	43	25	72.0%	43	23	87.0%
Aggravated Assault on Operator	1	3	-66.7%	3	9	-66.7%	1	0	N/A	1	0	N/A
<b>TOTAL VIOLENT</b>	<b>73</b>	<b>64</b>	<b>14.1%</b>	<b>64</b>	<b>77</b>	<b>-16.9%</b>	<b>73</b>	<b>55</b>	<b>32.7%</b>	<b>73</b>	<b>50</b>	<b>46.0%</b>
<b>PROPERTY CRIMES</b>	<b>1/01/2023 TO 1/31/2023</b>	<b>12/01/2022 TO 12/31/2022</b>	<b>% Change</b>	<b>12/01/2022 TO 12/31/2022</b>	<b>11/01/2022 TO 11/30/2022</b>	<b>% Change</b>	<b>1/01/2023 TO 1/31/2023</b>	<b>1/01/2019 TO 1/31/2019</b>	<b>% Change</b>	<b>1/01/2023 TO 1/31/2023</b>	<b>1/01/2018 TO 1/31/2018</b>	<b>% Change</b>
Burglary	2	1	100.0%	1	0	N/A	2	1	100.0%	2	1	100.0%
Larceny	40	36	11.1%	36	43	-16.3%	40	77	-48.1%	40	53	-24.5%
Bike Theft	0	1	-100.0%	1	2	-50.0%	0	5	-100.0%	0	7	-100.0%
Motor Vehicle Theft	2	1	100.0%	1	2	-50.0%	2	3	-33.3%	2	3	-33.3%
<b>TOTAL PROPERTY</b>	<b>44</b>	<b>39</b>	<b>12.8%</b>	<b>39</b>	<b>47</b>	<b>-17.0%</b>	<b>44</b>	<b>86</b>	<b>-48.8%</b>	<b>44</b>	<b>64</b>	<b>-31.3%</b>
<b>TOTAL PART 1</b>	<b>117</b>	<b>103</b>	<b>13.6%</b>	<b>103</b>	<b>124</b>	<b>-16.9%</b>	<b>117</b>	<b>141</b>	<b>-17.0%</b>	<b>117</b>	<b>114</b>	<b>2.6%</b>

This table summarizes Violent Crimes and Property Crimes, which make up Part 1 Crimes.





**System Security & Law Enforcement**  
 Los Angeles Police Department Transit Services Division  
 Arrest Demographic  
 01/01/2023 - 01/31/2023

RAIL / STATION	MALE						FEMALE			TOTAL
	BLK	HISP	WHI	PAC ISLANDER	ASIAN	TOTAL	BLK	HISP	TOTAL	
RED	27	19	10	2	1	59	4	3	7	66
WESTLAKE / MACARTHUR PARK	4	4	4	1	0	13	0	2	2	15
WILSHIRE / VERMONT	7	2	3	0	0	12	2	0	2	14
UNION STATION	3	3	0	0	0	6	0	1	1	7
NORTH HWD	1	3	1	1	0	6	1	0	1	7
7TH & METRO CENTER	5	1	0	0	0	6	1	0	1	7
PERSHING SQUARE	2	2	1	0	1	6	0	0	0	6
HWD / VINE	3	2	0	0	0	5	0	0	0	5
UNIV CITY / STUDIO CITY	0	2	0	0	0	2	0	0	0	2
CIVIC CTR / GRAND PARK	0	0	1	0	0	1	0	0	0	1
HWD / WESTERN	1	0	0	0	0	1	0	0	0	1
VERMONT / SUNSET	1	0	0	0	0	1	0	0	0	1
BRT	7	7	0	0	0	14	0	2	2	16
CENTRAL BUREAU	4	3	0	0	0	7	0	2	2	9
SOUTH BUREAU	2	3	0	0	0	5	0	0	0	5
WEST BUREAU	0	1	0	0	0	1	0	0	0	1
VALLEY BUREAU	1	0	0	0	0	1	0	0	0	1
UNION STATION (Not Line Specific)	3	1	3	1	0	8	2	0	2	10
ORANGE	1	1	0	0	0	2	1	0	1	3
NORTH HWD	1	1	0	0	0	2	1	0	1	3
PURPLE	1	0	0	0	0	1	0	0	0	1
WILSHIRE / WESTERN	1	0	0	0	0	1	0	0	0	1
GOLD	0	1	0	0	0	1	0	0	0	1
SOTO	0	1	0	0	0	1	0	0	0	1
BLUE	1	0	0	0	0	1	0	0	0	1
7TH & METRO CENTER	1	0	0	0	0	1	0	0	0	1
GREEN	0	1	0	0	0	1	0	0	0	1
HARBOR FRWY	0	1	0	0	0	1	0	0	0	1
<b>TOTAL</b>	<b>40</b>	<b>30</b>	<b>13</b>	<b>3</b>	<b>1</b>	<b>87</b>	<b>7</b>	<b>5</b>	<b>12</b>	<b>99</b>
<b>% of TOTAL</b>	<b>40.4%</b>	<b>30.3%</b>	<b>13.1%</b>	<b>3.0%</b>	<b>1.0%</b>	<b>87.9%</b>	<b>7.1%</b>	<b>5.1%</b>	<b>12.1%</b>	<b>100.0%</b>



Los Angeles Sheriff's Department - Transit Services Bureau

Arrestee Information for the Month of January 2023

01/01/2023 - 01/31/2023

Premise	Female				Total Female	Male				Total Male	Total Arrest
	Black	Hispanic	Other	White		Black	Hispanic	Other	White		
L-Line - Sierra Madre Villa	0	0	0	1	1	0	2	0	2	4	5
L-Line - Arcadia	0	0	0	0	0	0	0	0	1	1	1
L-Line - Monrovia	0	0	0	0	0	0	0	0	0	0	0
L-Line - Duarte	0	0	0	1	1	0	1	0	0	1	2
L-Line - Irwindale	0	0	0	0	0	0	1	0	1	2	2
L-Line - Azusa Downtown	0	0	0	0	0	1	1	0	0	2	2
L-Line - APU/Citrus College	0	0	0	2	2	2	1	0	1	4	6
J-Line - Carson	0	0	0	0	0	0	0	0	0	0	0
J-Line - El Monte	0	0	0	0	0	0	2	0	0	2	2
Bus	8	7	1	1	17	16	53	2	11	82	99
<b>Total</b>	<b>12</b>	<b>11</b>	<b>4</b>	<b>10</b>	<b>37</b>	<b>42</b>	<b>78</b>	<b>2</b>	<b>24</b>	<b>146</b>	<b>183</b>

**Long Beach Police Department - Metro Transportation Detail**  
**Arrestee Demographic Stats - January 2023**  
**01/01/2023 - 01/31/2023**

Rail / Station	Arr/Cite	Gender	Ethnicity	Age	Unhoused	Total
A-Line 1st Street	Arr	M	B	35	Yes	1
A-Line Pacific Coast Highway	Cite	M	B	37	No	1
<b>Total</b>						<b>2</b>

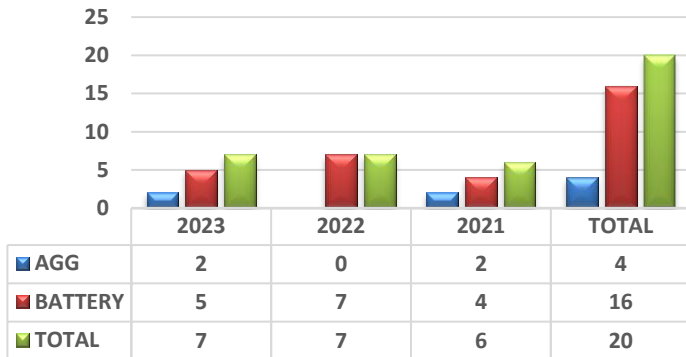


# Los Angeles Police Department - Transit Services Division Monthly Bus / Rail Operator Assault Recap Report

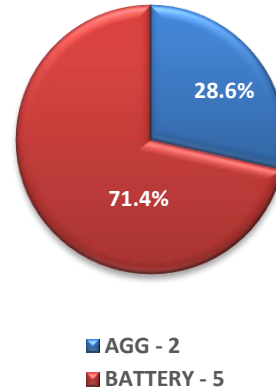
## JANUARY 2023



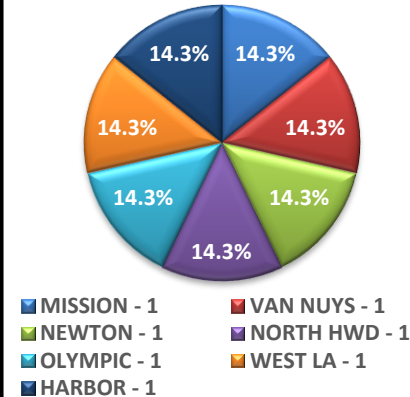
Crimes Against Persons  
Month of January 2023, 2022 & 2021  
Comparison



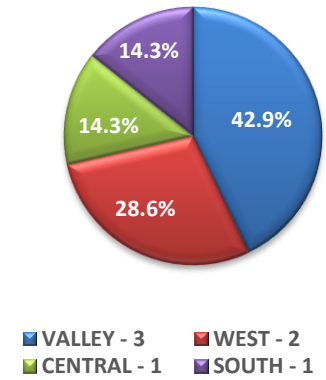
Type of Crime  
Month of January 2023



LAPD Area  
Month of January 2023



LAPD Bureau  
Month of January 2023



DATE & TIME	BUS / RAIL# LOCATION	NARRATIVE	SUSP INFO	TRANSIENT AND / OR MENTALLY DISABLED	BARRIER UTILIZED
01/03/23 @ 1040 HRS	Bus Line # 207 Bus # 8850 248 S. Western	<b>ADW / BB ROUNDS FIRED.</b> Victim drove bus and believe he heard shots fired towards his direction. Victim also observed visible damage to his window and windshield of the driver's side. LAPD Officers arrived and determined the rounds were fired from a nearby apartment building. Officers evacuated the apartment building. After several unsuccessful attempts, officers sought assistance from LAPD SWAT. SWAT responded and discovered the suspect deceased w/a self-inflicted gunshot wound to the mouth with an exit wound to the back of the head.  <b>INJURIES:</b> None. <b>NO ARREST:</b> Suspect deceased, self - inflicted gunshot wound.	M/B 29 YOA	No Yes	N/A
01/11/23 @ 0900 HRS	Bus Line # 33 Bus # 8625 Venice & National	<b>BATTERY</b> Victim passed suspect waiting at a bus stop due to the bus being full. Victim stopped at the next bus stop to allow bus patrons to exit. Suspect ran up to the bus, entered aggressively and swung her arm at victim. Victim stepped back and prevented contact with suspect. Suspect then spat on victim three times causing her saliva to land on victim's thigh. LAPD responded, victim pointed out suspect. Suspect was taken into custody.  <b>INJURIES:</b> Spit contact to victim's thigh. <b>ARREST</b>	F/B 21 YOA	Yes Unkn	Unkn

Monthly Bus / Rail Operator Assaults Recap Report

January 2023

Page 2

Attachment G

DATE & TIME	BUS / RAIL# LOCATION	NARRATIVE	SUSP INFO	TRANSIENT AND / OR MENTALLY DISABLED	BARRIER UTILIZED
01/13/23 @ 1545 HRS	Orange Line Van Nuys Station Bus Line # 901 Bus # 19519	<b>BATTERY</b> Victim instructed suspect to enter bus from the rear. Suspect entered bus, walked to the front of the bus, reached around the plexiglass and struck the right side of victim's face.  <b>INJURIES:</b> Too Nervous To Continue. <b>NO ARREST</b>	M/H 25 YOA	Unkn Unkn	Yes
01/19/23 @ 0700 HRS	Bus Line # 761 Bus # 1700 Van Nuys & Parthenia	<b>BATTERY</b> Suspect entered bus and advised he did not have bus fare. Victim allowed suspect to enter w/out paying fare. Suspect then placed items on the black box. Victim advised suspect to remove the items and to stand behind the yellow line. Suspect walked up to victim and spat once on victim. The plexiglass separated victim from suspect, however, some of the suspect's saliva made contact with victim.  <b>INJURIES:</b> Spit contact to victim. Victim requested to see company doctor. No man power available to restore service. <b>NO ARREST</b>	M/B 46 YOA	Unkn Yes	Unkn
01/24/23 @ 0930 HRS	Bus Line # 45 Bus # 1722 Gage & Broadway	<b>BATTERY</b> Suspect entered bus agitated due to the previous bus passing him at the bus stop and causing him to be late for work. Suspect accused victim of not driving fast enough. Suspect stated to victim, "I will smack you like the b..... you are!" Suspect reached over the plastic barrier and slapped victim's cheek. Victim defended herself by grabbing suspect's beanie in the hopes of deflecting suspect's assault. Victim pulled over, suspect exited and fled location.  <b>INJURIES:</b> Victim sustained cut on her hand. Officers observed victim bleeding. <b>NO ARREST</b>	M/B 30 YOA	Unkn Unkn	Yes
01/26/23 @ 2145 HRS	Bus Line # 162 Bus # 1766 Collins & Vineland	<b>BATTERY</b> Suspect walked to the front of the bus and demanded victim to stop and allow him to exit. Victim advised he had to wait until the next bus stop. Suspect became irate and began a verbal argument with victim. Suspect then threw an unknown liquid at victim then spat on victim. Victim stopped bus and allowed Suspect to exit.  <b>INJURIES:</b> Eye irritation. Victim was transported to Company Doctor. <b>NO ARREST</b>	M/H 20YOA	Unkn Unkn	Unkn
01/31/23 @ 2245 HRS	Bus Line # 246 Bus # 6124 22 <sup>nd</sup> St & Pacific Ave	<b>ADW (HATE CRIME)</b> Suspect laid on the front door of bus and yelled racial slurs at victim. Subject threw a glass bottle at victim, missing victim. Victim was standing outside bus when incident occurred.  <b>INJURIES:</b> None. <b>ARREST</b>	M/W 65 YOA	Yes Yes	N/A



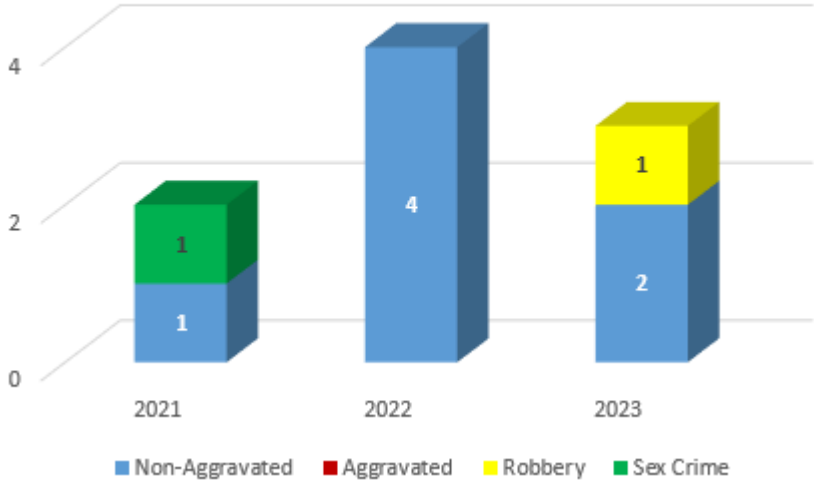
# Los Angeles County Sheriff's Department Transit Services Bureau Monthly Bus/Rail Operator Assault Report



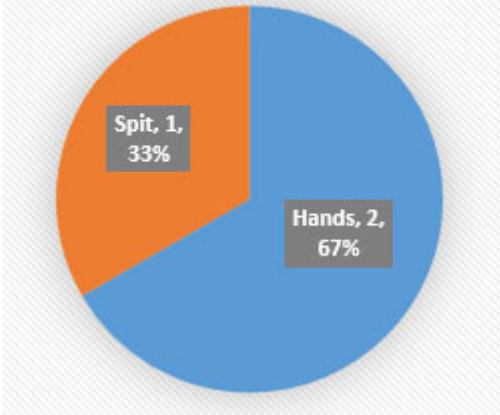
**January 2023**

## January Bus/Rail Operator Assaults

January 2021 - 2023 Assaults



January 2023  
Method of Assault



In January, there were two non-aggravated assaults and 1 robbery. There were no arrests.

Date	Time	Line	Bus #	Narrative	Barrier
1/25/2023	13:44	251	8572	Huntington Park 1/25 1344hrs Sus MH/40s punched bus op over loud music	Yes
1/26/2023	18:10	234	1976	San Fernando 1/26 1810hrs Sus MH/20s stole bus op's phone after spitting on bus op. Bus Op asked suspect to stop cussing at a juvenile.	Yes
1/27/2023	13:25	115	6009	Inglewood 1/27 1325hrs Sus FO punched bus op during argument	Yes

\*B (NU): Barrier installed, not used; N/A (o): Not applicable, assault occurred outside of barrier



## System Security & Law Enforcement

Attachment H

### Sexual Crime / Harassment Calls for Service January 2023

Calls related to sexual harassment are routed through Metro Transit Security Operations Center, which then transfers the caller to a free 24/7 hotline — Peace Over Violence, Center for the Pacific Asian Family Inc., and Sister Family Services — that can provide more directed counseling. Between January 1<sup>st</sup> and January 31<sup>st</sup>, Metro Transit Security, LAPD, LASD, and LBPD received three (3) incidents and referred all three victims of sexual harassment to the above free hotlines.

<b>January 2023 Incident Type &amp; Totals</b>					
	<b>LAPD</b>	<b>LASD</b>	<b>LBPD</b>	<b>MTS</b>	<b>SSLE</b>
<b>Sexual Harassment</b>	0	0	0	0	0
<b>Sexual Battery</b>	2	0	0	0	2
<b>Lewd Conduct</b>	0	1	0	0	1
<b>Indecent Exposure</b>	0	0	0	0	0
<b>Rape</b>	0	0	0	0	0
<b>TOTAL</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>

<b>Counseling Information Provided</b>	
	<b>January 2023</b>
<b>YES</b>	<b>3</b>
<b>NO- If no, why?</b>	<b>0</b>
<b>Gone On Arrival</b>	0
<b>Did Not Have Info</b>	0
<b>Telephonic Report</b>	0
<b>Not Offered</b>	0
<b>Refused</b>	0
<b>Officer Witnessed Incident</b>	0
<b>TOTAL</b>	<b>3</b>





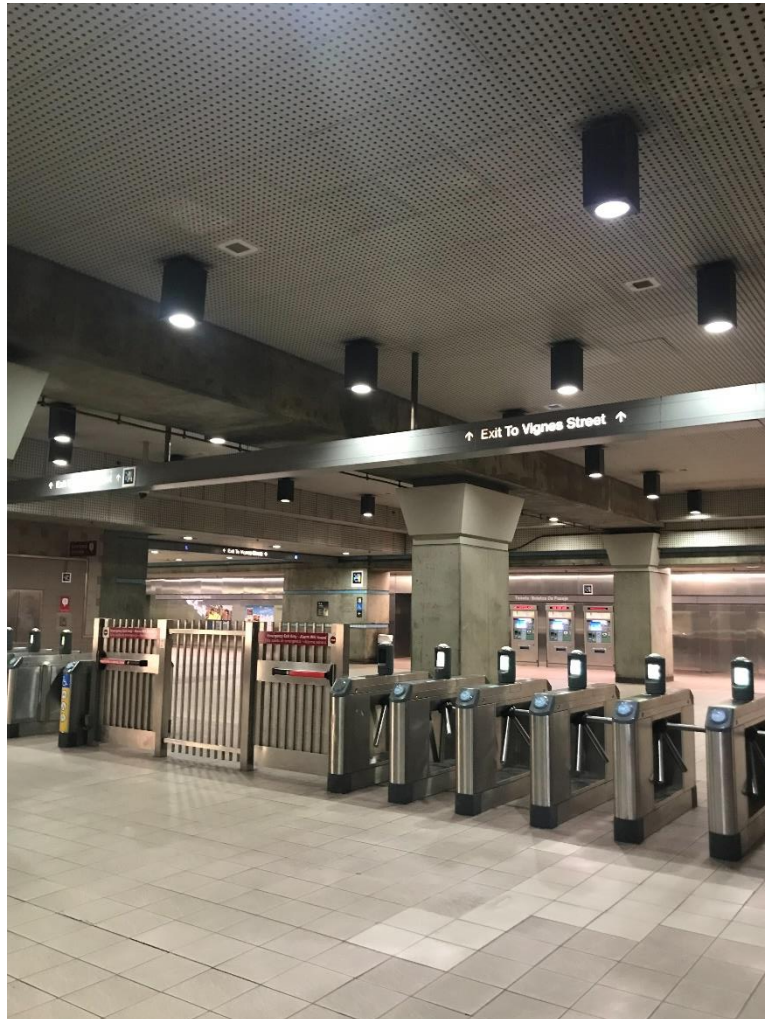
# System Security & Law Enforcement

Attachment H

Metro Partner	Call Type	Incident (Date/ Time)	Location of Occurrence	Disposition	LE/ MTS/ Other on Scene (Date/Time)
LAPD	Sexual Battery	1/17/23 1616 hrs.	Red (Westlake)	Suspect groped the victim's buttocks while on escalator.	1/17/2023 1637 hrs.
LAPD	Sexual Battery	1/24/23 1215 hrs.	Bus	Suspect groped the victim's buttocks while exiting the rear door of the bus.	1/24/2023
LASD	Lewd Conduct	01/05/2023 1440hrs	Bus line 94 in Glendale	Suspect MB/50yrs arrested for lewd conduct on bus.	1/5/2023 1510hrs

# March 1, 2023

## Fare Observation Reports



Prepared by  
Mobility Advancement Group

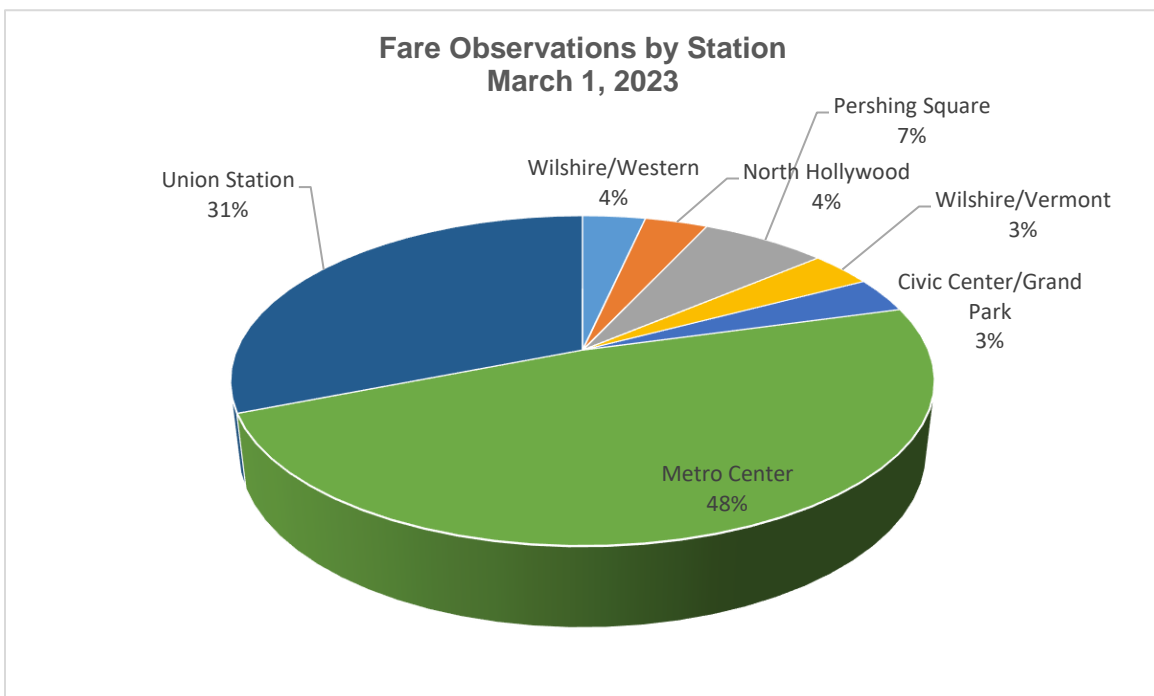
## INTRODUCTION

On March 1, 2023 three transit surveyors conducted 29 fare observations at seven Red Line Stations. The purpose of these surveys was to observe any fare enforcement actions by Safety System-Law Enforcement (SSLE) personnel.

3,856 passenger boardings were observed.

## STATIONS SURVEYED

Seven Red Line Stations were surveyed during the peak hour periods. The percentage of surveys by stations is shown below.



## **FARE ENFORCEMENT ACTIVITY**

Six checks for payment were made at Metro Center, North Hollywood, and Union Station.

Five fare checks were conducted by Metro Security Officers and one by Metro Ambassadors. This is noted on report #405.

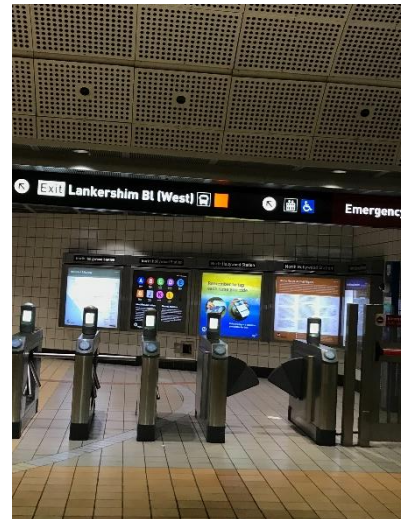
Eleven reports noted the presence of LAPD officers. LAPD officers did not perform any fare enforcement activities.

## **LAW ENFORCEMENT ACTION**

Reports #404 and #410 contain notes of LAPD arrests. These arrests did not involve fare enforcement.

## **REPORTS**

Copies of all twenty-nine (29) reports are included in an attached Excel file.



### Fare Observation Surveys-Rail-March 1, 2023

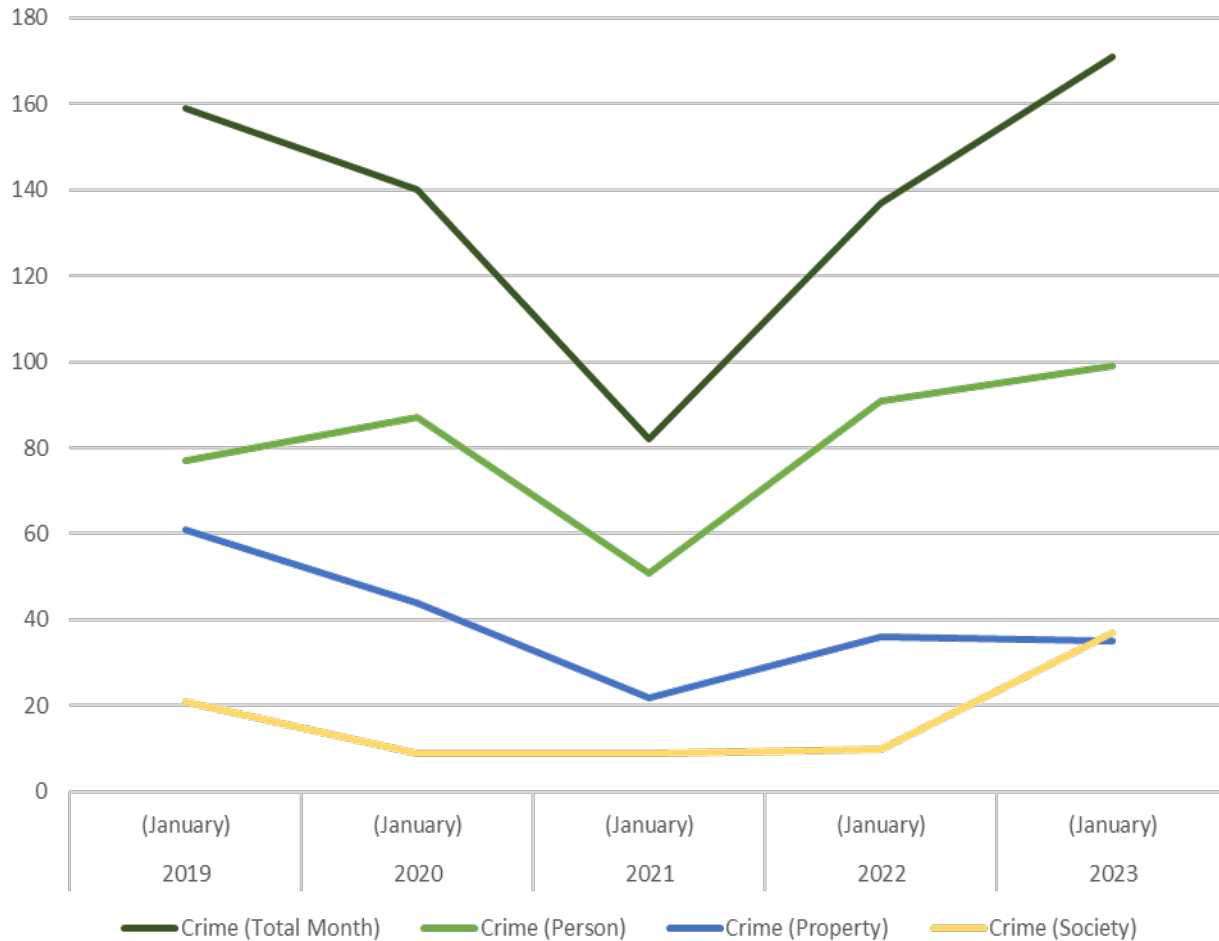
Sample	Date	Station	Observer	Start Time	End Time	Total Time	Passengers	SSLE?	Fares Checked?	Notes
400	03/01/23	Union Station-Red Line	Observer102	6:30 AM	6:50 AM	0:20	143	No	No	
401	03/01/23	Union Station-Red Line	Observer102	6:52 AM	7:13 AM	0:21	167	Yes	No	Metro Security
402	03/01/23	Pershing Square	Observer102	7:21 AM	7:42 AM	0:21	85	No	No	
403	03/01/23	Metro Center-Red Line	Observer102	7:46 AM	8:06 AM	0:20	172	Yes	No	Metro Security
404	03/01/23	Metro Center-Blue Line	Observer102	8:08 AM	8:34 AM	0:26	271	Yes	Yes	LAPD & Metro (at turnstiles). Note LAPD arrest.
405	03/01/23	North Hollywood	Observer102	9:14 AM	9:34 AM	0:20	104	Yes	Yes	Private Security. Metro Ambassadors were at turnstiles.
406	03/01/23	Metro Center-Blue Line	Observer113	6:27 AM	6:48 AM	0:21	68	Yes	No	LAPD
407	03/01/23	Metro Center-Red Line	Observer113	6:49 AM	7:10 AM	0:21	102	Yes	No	Metro Security
408	03/01/23	Union Station-Red Line	Observer113	7:13 AM	7:34 AM	0:21	92	Yes	No	LAPD
409	03/01/23	Pershing Square	Observer113	7:53 AM	8:11 AM	0:18	57	No	No	
410	03/01/23	Metro Center-Red Line	Observer113	8:12 AM	8:33 AM	0:21	112	Yes	No	LAPD & Homeland Security. Note LAPD arrest.
411	03/01/23	Metro Center-Blue Line	Observer113	8:34 AM	9:05 AM	0:31	87	Yes	No	LAPD & Homeland Security.
412	03/01/23	Union Station-Red Line	Observer 114	6:59 AM	7:20 AM	0:21	273	Yes	No	LAPD & Metro Security
413	03/01/23	Union Station-Red Line	Observer 114	7:21 AM	7:45 AM	0:24	104	Yes	Yes	Metro and LAPD. Metro checked fares on train.
414	03/01/23	Civic Center/Grand Park	Observer 114	7:51 AM	8:12 AM	0:21	37	No	No	Metro Ambassadors
415	03/01/23	Wilshire/Vermont	Observer 114	8:15 AM	8:43 AM	0:28	97	Yes	No	Metro Ambassadors & Private Security
416	03/01/23	Metro Center-Red Line	Observer 114	8:47 AM	9:07 AM	0:20	244	Yes	No	Metro Ambassadors & Private Security
417	03/01/23	Metro Center-Blue Line	Observer 114	9:08 AM	9:32 AM	0:24	228	Yes	No	LAPD, Metro Ambassadors, Metro Security, & Private Security
418	03/01/23	Union Station-Red Line	Observer102	2:53 PM	3:13 PM	0:20	66	No	No	Metro Ambassadors next to TVMs.
419	03/01/23	Metro Center-Blue Line	Observer113	2:45 PM	3:06 PM	0:21	96	Yes	Yes	See note on Metro Security fare enforcement.
420	03/01/23	Metro Center-Red Line	Observer113	3:07 PM	3:28 PM	0:21	124	Yes	Yes	See note on Metro Security fare enforcement.
421	03/01/23	Union Station-Red Line	Observer113	3:37 PM	3:57 PM	0:20	66	Yes	No	Private Security
422	03/01/23	Union Station-Red Line	Observer113	3:58 PM	4:19 PM	0:21	73	Yes	No	Private Security
423	03/01/23	Pershing Square	Observer113	4:27 PM	4:48 PM	0:21	68	Yes	No	LAPD
424	03/01/23	Pershing Square	Observer 114	3:19 PM	3:42 PM	0:23	58	Yes	No	LAPD & Metro Security
425	03/01/23	Metro Center-Red Line	Observer 114	3:47 PM	4:07 PM	0:20	379	Yes	No	LAPD & Metro Ambassadors
426	03/01/23	Metro Center-Blue Line	Observer 114	4:08 PM	4:28 PM	0:20	275	Yes	Yes	LAPD, Metro Ambassadors & Metro Security by turnstiles.
427	03/01/23	Union Station-Red Line	Observer 114	4:37 PM	4:57 PM	0:20	94	No	No	Metro Ambassadors next to TVMs.
428	03/01/23	Wilshire & Western	Observer 114	4:58 PM	5:20 PM	0:22	114	Yes	No	Private Security
429	04/14/22	Wilshire/Normandie	Observer102	3:35 PM	4:14 PM	0:39	51	No	No	

# Monthly Public Safety Update

GINA OSBORN

CHIEF SAFETY OFFICER

Rail Overall Crime Rate



Rail Statistics (January)	2019 (January)	2020 (January)	2021 (January)	2022 (January)	2023 (January)
Crime (Total Month)	159	140	82	137	171
Crime (Person)	77	87	51	91	99
Crime (Property)	61	44	22	36	35
Crime (Society)	21	9	9	10	37

Jan 2023 vs Jan 2022

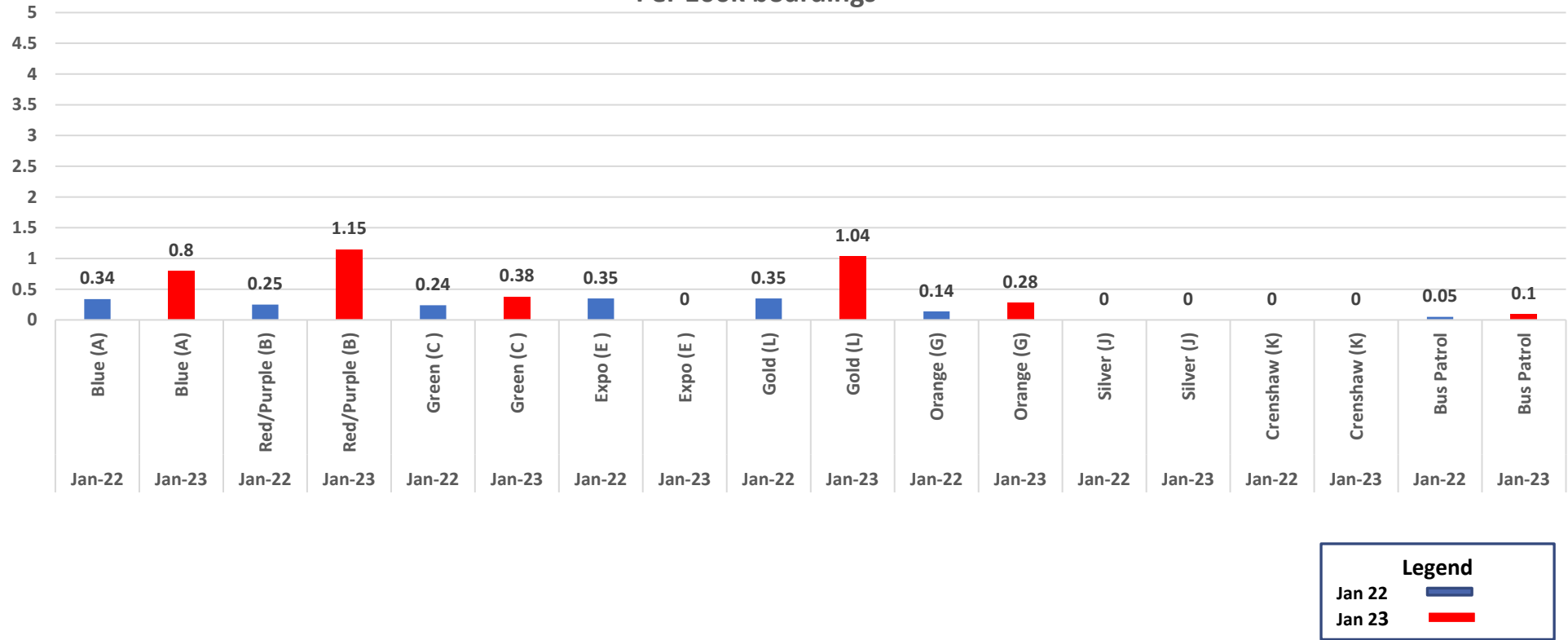
- 25% increase (171 vs 137) in Total Crime on the Rail System
- 270% increase (37 vs 10) in “Society” Crimes on the Rail System due largely to drug violations

Crimes Against Person- Violent crimes (i.e. homicide, aggravated assaults) are those in which the victims are always individuals.

Crimes Against Property - Crimes to obtain money, property, or some other benefit (i.e. theft, vandalism, robbery).

Crimes Against Society - Represent society’s prohibition against engaging in certain types of activity (i.e. drug violations).

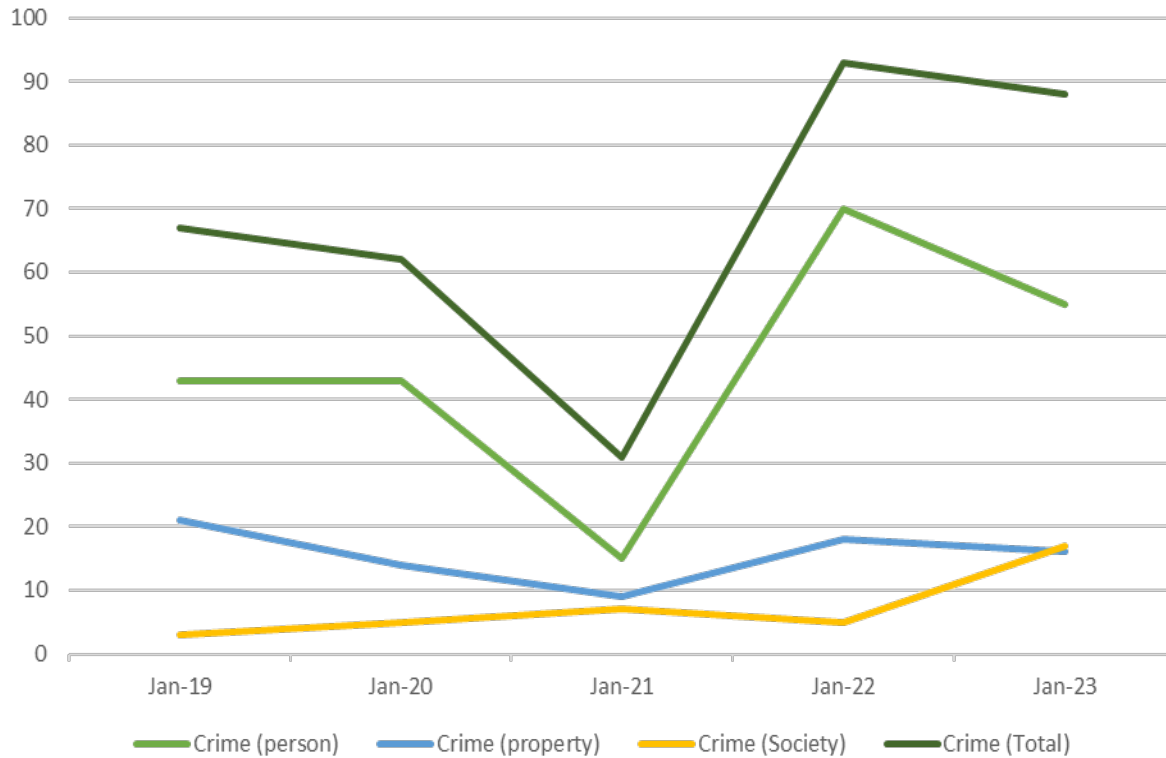
**Crimes Against Society  
Jan 2022 vs Jan 2023  
Per 100k boardings**



- Part 2 crimes (crimes against society such as narcotics, trespassing, or weapons possession) increased in both trespassing and narcotic possession/use incidents on the Blue, Red, Green, and Gold and Orange Lines. There was a minimal increase on the Bus lines.
- The increases related to the Red/Purple and the Gold line was due to an increase in trespassing and narcotics incidents.



BUS OVERALL CRIME JANUARY YEAR OVER YEAR COMPARISON



Bus Statistics (January)	2019 (January)	2020 (January)	2021 (January)	2022 (January)	2023 (January)
Crime (Total Month)	67	62	31	93	88
Crime (person)	43	43	15	70	55
Crime (Property)	21	14	9	18	16
Crime (Society)	3	5	7	5	17

Jan 2023 vs Jan 2022

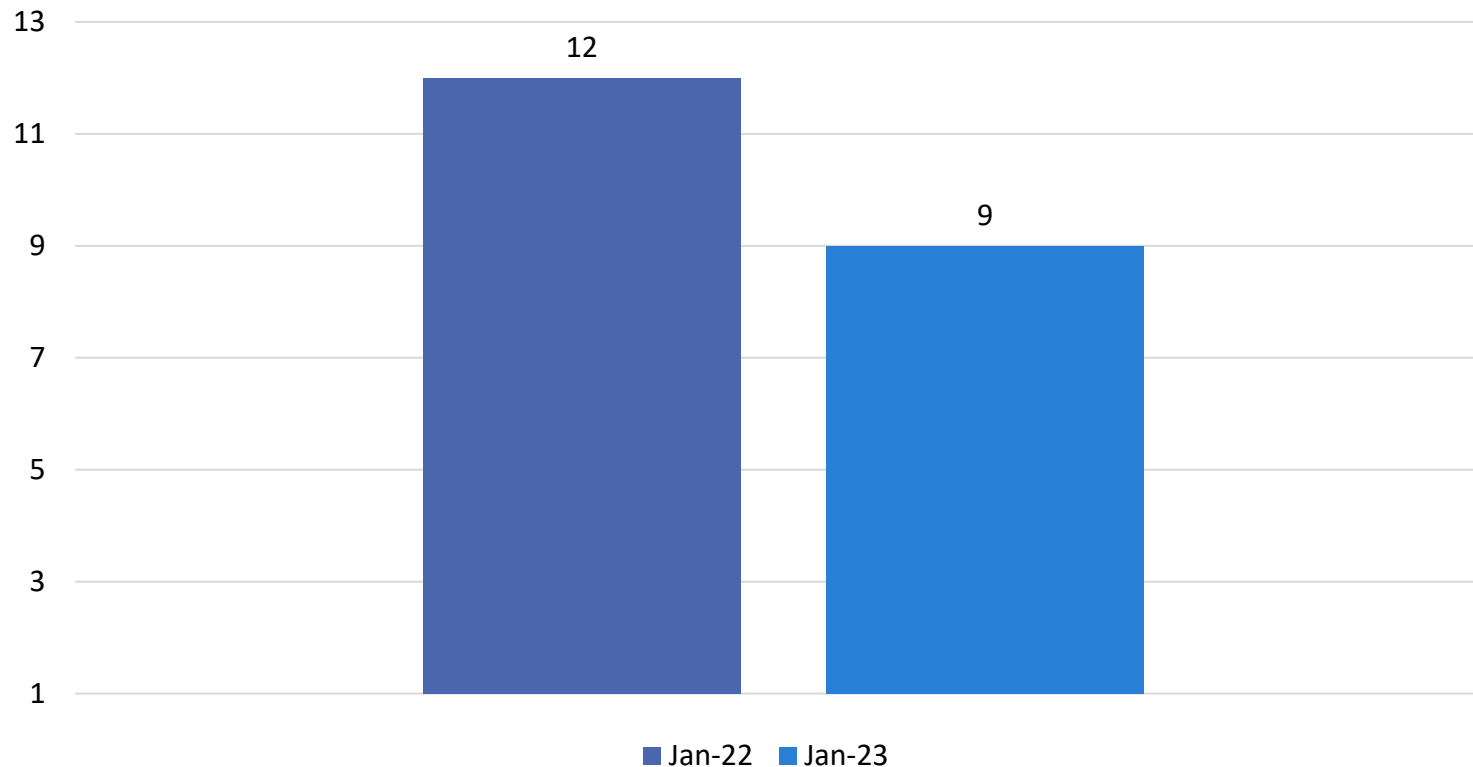
- 5% decrease (88 vs 93) in Total Crime on Bus due to decrease in “Person” Crimes (55 vs 70)
- 240% increase (17 vs 5) in “Society” Crimes on Bus due largely to drug violations.

Crimes Against Person- Violent crimes (i.e. homicide, aggravated assaults) are those in which the victims are always individuals.

Crimes Against Property - Crimes to obtain money, property, or some other benefit (i.e. theft, vandalism, robbery).

Crimes Against Society - Represent society’s prohibition against engaging in certain types of activity (i.e. drug violations).

# January 2023 Bus Operator Assaults



- In January, there were a total of 9 bus operator assaults. These assaults represent a 31% decrease from December 2022 and a 16.7% decrease compared to 2022.
- 45% of incidents were caused by no discernible reason or as a result of a missed stop.
- 80% of reported incidents occurred between the hours of 6am and 6pm.

# Anti-Drug Campaign Results

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## 2/13/2023-3/11/2023:

On February 13<sup>th</sup>, Metro launched a 30-day Anti-Drug Campaign, using a comprehensive, layered approach to increase the feeling of safety of riders and employees by decreasing crime while taking a holistic approach that offered mental health/social services and a drug diversion program for those experiencing homelessness or suffered from drug addiction.

The Anti Drug Campaign was rolled out on the Red, Blue, and Gold lines and was supported by Transit Ambassadors, MTS, Contract Security, LAPD, LASD, PATH, and various social services teams.

- **Overall the Anti-Drug campaign resulted in a 10% decrease in customer reported drug related complaints on the system.**
- **By week 4 of the campaign, Transit Watch reports related to Smoking/Alcohol/Drugs was significantly reduced compared to Week 1. Week 1 had a total of 701 reports but by Week 4 the total was 154 (78% reduction).**
- 68 citations and 36 warnings were issued by MTS.
- Law enforcement conducted 205 drug related arrests.

Our law enforcement partners and PATH outreach workers already carry Narcan. Staff completed the rollout of Narcan to Metro Transit Security on March 10th. Staff is working on a plan for Metro Ambassadors to be trained and issued Narcan.

# Metro Ambassadors Update

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## SUPPORT

**245** Metro Ambassadors riding and roving on:

- Bus routes: 40, 210, 20, 720
- Silver Line
- Rail Lines: A, B, C, D, K, L

**60** more Ambassadors currently in training

## CONNECT

Conducted **58,232** customer interactions\*

## REPORT

1,493 cleanliness issues

- 497 graffiti incidents
- 404 elevator and escalator problems
- 322 safety issues

\*Reporting period: 1/6/2023 – 3/2/2023



# Good News Stories

Customer report received via email on 3/18/2023 11:21AM.

“Hi, I travel on the metro every week with my 2 yr old son. There are many types of people on the train, and we don't always feel safe. I very much appreciate the role of the Ambassadors in making me feel safer using it. All of them have been kind and friendly and professional and my son loves to see them. It's great that they are so visible. Please continue this program.”



Board Report

File #: 2023-0087, File Type: Policy

Agenda Number: 38.

REGULAR BOARD MEETING  
MARCH 23, 2023

**SUBJECT: WHITTIER BOULEVARD/PAINTER AVENUE INTERSECTION IMPROVEMENT  
PROJECT RESOLUTIONS OF NECESSITY**

**ACTION: APPROVE RECOMMENDATIONS**

**RECOMMENDATION**

CONSIDER:

- A. HOLDING a public hearing on the proposed Resolutions of Necessity; and
- B. ADOPTING the Resolutions of Necessity authorizing the commencement of an eminent domain action to acquire a 28-month Temporary Construction Easement (“TCE”) interest from the properties located at:

13127 Whittier Boulevard, Whittier, CA, APN:8141-033-006, CPN: 81781-1;  
 13205 Whittier Boulevard Whittier, CA, APN:8142-033-052, CPN: 81782-1;  
 13241 Whittier Boulevard, Whittier, CA, APN:8142-033-068, CPN: 81783-1, -2  
 13301 Whittier Boulevard, Whittier, CA, APN:8142-033-069, CPN: 81784-1;  
 8421 Painter Avenue, Whittier, CA, APN:8142-033-070, CPN: 81785-1;

The above listed requirements are collectively identified as the “Property Interests” as identified in (Attachment A).

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

**ISSUE**

Acquisition of the Property Interests is required for the construction and operation of the Whittier Boulevard/Painter Avenue Intersection Improvement Project (“Project”). After testimony and evidence has been received from all interested parties at the hearings, Los Angeles County Metropolitan Transportation Authority (“LACMTA”), by a vote of two-thirds of its Board of Directors (“Board”), must make a determination as to whether to adopt the proposed Resolutions of Necessity (Attachments B-1 through B-5) to acquire the Property Interests by eminent domain. Attached is evidence submitted by staff that supports the adoption of the resolutions and which sets forth the required findings (Attachment A).

## **BACKGROUND**

The City of Whittier, in cooperation with LACMTA, the California Department of Transportation (Caltrans), and the Gateway Cities Council of Governments, propose to improve mobility, relieve congestion, and improve safety by address deficiencies including correcting inadequate truck turn paths and noncompliant Americans with Disabilities Act (ADA) facilities at the Painter Avenue Intersection on Whittier Boulevard (State Route 72) in the City of Whittier. At this intersection, the project would include an additional westbound and eastbound through lane along Whittier Boulevard 300 feet east of Painter Avenue to Washington Avenue and from Painter Avenue to Madison Avenue and increased storage on the westbound and eastbound left-turn lanes along Whittier Boulevard. The Project is one of 33 projects selected from the I-605 “Hot Spots” Feasibility Report.

Acquisition of the Property Interests is required for the construction and operation of the Project. The 28-month TCE identified as CPN 81781-1 is located along a portion of the southeastern end of the parcel and wraps around the corner of the intersection of Whittier Blvd and Washington Avenue. The TCE has an area of  $\pm 140$  square feet and is required to provide access to the contractor for the reconstruction of the existing curb ramp and sidewalk improvements within Caltrans right of way. The exclusive use construction period is 1 month. All improvements within the TCE area will be protected in place or replaced in kind.

The 28-month TCE identified as CPN 81782-1 is located at the southern end of the parcel along Whittier Blvd. It has a total area of  $\pm 2,425$  square feet and has an estimated 2 week to 2 months exclusive use construction period. The TCE is needed to provide access to the contractor for the reconstruction of the existing driveway and sidewalk improvements within Caltrans right of way. The site improvements within the TCE area are being replaced in kind or protected in place.

The 28-month TCE identified as CPN 81783-1 contains  $\pm 1,209$  square feet and impacts the parcel's easterly driveway along Whittier Boulevard. The TCE is needed to provide access to the contractor for the reconstruction of the existing driveway pavement and curb within the property due to improvements to the sidewalk within Caltrans right of way. The TCE has an estimated exclusive use construction period of 10 days to 2 months. All improvements within the TCE area will be protected in place or replaced in kind. The 28-month TCE identified as CPN 81783-2 contains  $\pm 1,790$  square feet and impacts the larger parcel's Whittier Boulevard westerly driveway. The TCE is needed to provide access to the contractor for the reconstruction of the existing driveway pavement and curb within the property due to improvements to the sidewalk within Caltrans right of way. The TCE has an exclusive use construction period of 10 days to 2 months. All improvements within the TCE area will be protected in place or replaced in kind.

The 28-month TCE identified as CPN 81784-1 contains  $\pm 231$  square feet and impacts the pedestrian walkway on the property. It is needed to provide access to the contractor for sidewalk improvements within Caltrans right of way. The TCE has an exclusive use construction period of 4 days to 1 month. All improvements within the TCE area will be protected in place or replaced in kind.

The 28-month TCE identified as CPN 81785-1 contains  $\pm 60$  square feet and is located on the irregularly shaped parcel's Whittier Blvd frontage. It is required to provide access to the contractor for

sidewalk improvements and installation of drainage features within the Caltrans right-of-way. The TCE has an exclusive use construction period of 4 days to 2 months. Improvements within the TCE area will either be protected in place or replaced in kind.

The TCE's are scheduled to commence upon the project right of way certification or as soon thereafter as agreed by the underlying fee owner or ordered by the Court, but in all events will automatically expire no later than June 19, 2026.

There are no displacements of residents or local businesses resulting from acquisition of the Property Interests. Improvements within the TCE areas are generally comprised of landscaping and hardscape, which will be protected in place, replaced in kind, or compensated for. No building structures will be impacted by the TCE's.

## **DISCUSSION**

A written offer of Just Compensation to purchase the Property Interests was presented to the Owner of Record for each Property (collectively, "Owners"): on June 29, 2022 for CPN 81781-1; July 26, 2022 for CPN 81782-1; June 29, 2022 for CPN 81783-1, -2 and CPN 81784-1; September 6, 2022 for CPN 81785-1, as required by California Government Code Section 7267.2. The Owners have not accepted the offers of Just Compensation made by the LACMTA", and the parties have not at this time reached a negotiated settlement for the acquisition. Because the Property Interests are necessary for the construction and operation of the Project, staff recommends the acquisition of the Property Interests through eminent domain to obtain possession in order to maintain the Project's schedule.

In accordance with the provision of the California Eminent Domain law and Section 30503, 30600, 130051.13, 130220.5 and 132610 of the California Public Utilities Code (which authorizes the public acquisition of private property by eminent domain), LACMTA has prepared and mailed notice of this hearing to the Owners informing them of their right to appear at this hearing and be heard on the following issues: (1) whether the public interest and necessity require the Project; (2) whether the Project is planned or located in the manner that will be most compatible with the greatest good and the least private injury; (3) whether the Property is necessary for the Project; (4) whether either the offer required by Section 7267.2 of the Government Code has been made to the Owner, or the offer has not been made because the Owner cannot be located with reasonable diligence; (5) that any environmental review of the Project, as may be necessary, pursuant to the California Environmental Quality Act (CEQA) has occurred and (6) whether LACMTA has given the notice(s) and followed the procedures that are a prerequisite to the exercise of the power of eminent domain.

After all of the testimony and evidence has been received from all interested parties at the hearing, LACMTA must make a determination as to whether to adopt the proposed Resolutions of Necessity to acquire the Easements by eminent domain. In order to adopt the resolutions, LACMTA must, based on the evidence before it, and by a vote of two-thirds of its Board, find and determine that the conditions stated in items 1 - 6 above exist.

Attached is the Staff Report prepared by staff and legal counsel setting forth the required findings for acquiring the Property Interests through the use of eminent domain (Attachment A).



## **DETERMINATION OF SAFETY IMPACT**

The Board action will not have an impact on LACMTA's safety standards.

## **FINANCIAL IMPACT**

The funding for the acquisition of the Property Interests is included in the fiscal year 23 budget under Project, Cost Center 4720, in Whittier Blvd. Intersection Improvements Project 460314, Task MR31572, Professional Services Account 53103.

### **Impact to Budget**

The source of funds will be Measure R Highway Capital (20%) Funds. These program funds are not eligible for bus and rail operations and/or capital expenditures.

## **EQUITY PLATFORM**

No other alternative locations for the Project provide a better opportunity to reduce congestion, improve roadway operations, improve safety, and improve ADA access on Whittier Boulevard (SR-72) at Painter Avenue. This public good will also support the fulfillment of Metro's LA County Traffic Improvement Plan under Measure R and the I-605 "Hot Spots" Feasibility Report. There are no displacements of residents or local businesses resulting from the acquisition of this Property Interests. Offers for the Property Interests were made throughout the months of March to October 2022, based on appraisals of fair market value. Fair market value is defined as "the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available." Metro staff has been negotiating with the Owners beginning in the months of March to October 2022 to present, but agreements have not yet been reached. Approving this action will allow staff to continue negotiations while maintaining the project schedule.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Board action is consistent with LACMTA Vision 2028 Goal #1: Provide high quality mobility options that enable people to spend less time traveling. Adoption of the Resolutions of Necessity is a required step to acquire these Property Interests for the Project which will reduce congestion, improve roadway operations, improve safety, and improve ADA access on Whittier Boulevard (SR-72) at Painter Avenue.

## **ALTERNATIVES CONSIDERED**

The Board could choose not to approve the recommendations. This is not recommended as it will result in significant delays and cost increases for the Project.

## NEXT STEPS


If this action is approved by the Board, LACMTA's condemnation counsel will be instructed to take all steps necessary to commence legal proceedings in a court of competent jurisdiction to acquire the Property Interests by eminent domain and to conclude those proceedings either by settlement or jury trial. Counsel will also be directed to seek and obtain Orders of Prejudgment Possession in accordance with the provisions of the eminent domain law.

## ATTACHMENTS

Attachment A - Staff Report  
Attachment B-1 - Resolution of Necessity  
Attachment B-2 - Resolution of Necessity  
Attachment B-3 - Resolution of Necessity  
Attachment B-4 - Resolution of Necessity  
Attachment B-5 - Resolution of Necessity

Prepared by: Craig Justesen, Deputy Executive Officer-Real Estate, (213) 922-7051  
John Potts, Executive Officer, Real Estate (213) 928-3397  
Holly Rockwell, Senior Executive Officer, Real Estate and Transit-Oriented  
Communities, (213) 922-5585

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



Stephanie N. Wiggins  
Chief Executive Officer

**STAFF REPORT REGARDING THE NECESSITY FOR THE ACQUISITION OF THE PROPERTY REQUIRED FOR THE WHITTIER BOULEVARD/PAINTER AVENUE INTERSECTION IMPROVEMENT PROJECT (“PROJECT”)**

**BACKGROUND**

The Property Interests are required by the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) for the construction and operation of the Project. The parcel accessor parcel number, project parcel number, addresses, record property owners, purpose of the acquisitions, and nature of the property interests sought to be acquired for the Project are summarized as follows:

Summary Table 1

<b>Assessor's Parcel Number</b>	<b>Project Parcel Number</b>	<b>Parcel Address</b>	<b>Property Owner</b>	<b>Purpose of Acquisition</b>	<b>Property Interest(s) Sought</b>
8141-033-006	81781-1	13127 Whittier Blvd, Whittier, CA	Gregory Voudouris, trustee of the Gregory Voudouris Trust	Construction and operation of the Whittier Boulevard/Painter Avenue Intersection Improvement Project	28-Month Temporary Construction Easement (“TCE”)
8142-033-052	81782-1	13205 Whittier Blvd, Whittier, CA	Gregory Voudouris, a married man as his sole and separate property	Construction and operation of the Whittier Boulevard/Painter Avenue Intersection Improvement Project	28-Month Temporary Construction Easement (“TCE”)
8142-033-068	81783-1, -2	13241 Whittier Blvd, Whittie, CA	NMC Tower, LLC, a California limited liability company, Whittier Gateway, L.P., a California limited partnership, and Pearl Whittier Painter, LLC, a Delaware limited liability company	Construction and operation of the Whittier Boulevard/Painter Avenue Intersection Improvement Project	28-Month Temporary Construction Easement (“TCE”)

<b>Assessor's Parcel Number</b>	<b>Project Parcel Number</b>	<b>Parcel Address</b>	<b>Property Owner</b>	<b>Purpose of Acquisition</b>	<b>Property Interest(s) Sought</b>
8142-033-069	81784-1	13301 Whittier Blvd, Whittier, CA	NMC Tower, LLC, a California limited liability company, as to an undivided 41.6% interest, Whittier Gateway, L.P., a California limited partnership, as to an undivided 50% interest and Pearl Whittier Painter, LLC, a Delaware limited liability company, as to an undivided 8.4% interest, as tenants in common	Construction and operation of the Whittier Boulevard/Painter Avenue Intersection Improvement Project	28-Month Temporary Construction Easement ("TCE")
8142-033-070	81785-1	8421 Painter Avenue, Whittier, CA	Susan K. Kirby, Trustee of the Susan K. Kirby 2005 Living Trust, as to an undivided fifty percent (50%) interest and Darlene J. Evans, Trustee of the Darlene J. Evans Separate Property Trust, dated March 17, 2016, as to an undivided fifty percent (50%) interest	Construction and operation of the Whittier Boulevard/Painter Avenue Intersection Improvement Project	28-Month Temporary Construction Easement ("TCE")

Summary Table 2

Project Parcel	Acquisition Type	Area Size (Sq. Feet)	Duration	Purpose
81781-1	TCE	140	28 Months	Reconstruction of existing curb, ramp and sidewalk
81782-1	TCE	2425	28 Months	Reconstruction of existing driveway and sidewalk
81783-1	TCE	1209	28 months	Reconstruction of existing driveway and curb
81783-2	TCE	1790	28 months	Reconstruction of existing driveway and curb
81784-1	TCE	231	28 months	Installing sidewalk improvements
81785-1	TCE	60	28 months	Installing sidewalk improvements and drainage features

**Property Requirements:**

Purpose of Acquisitions: Construction and operation of the Whittier Boulevard/Painter Avenue Intersection Improvement Project.

**Property Interests Sought:**

The 28- month TCE identified as CPN 81781-1 is located along a portion of the southeastern end of the parcel and wraps around the corner of the intersection of Whittier Blvd and Washington Avenue. The TCE has an area of ±140 square feet and is required to provide access to the contractor for the reconstruction of the existing curb ramp and sidewalk improvements within Caltrans right of way. The exclusive use Construction Period is 1 month. All improvements within the TCE area will be protected in place or replaced in kind.

The 28- month TCE identified as CPN 81782-1 is located at the southern end of the parcel along Whittier Blvd. It has a total area of ±2425 square feet and has an estimated 2 week to 2 month exclusive use Construction Period. The TCE is needed to provide access to the contractor for the reconstruction of the existing driveway and sidewalk improvements within Caltrans right of way. The site improvements within the TCE area are being replaced in kind or protected in place.

The 28-month TCE identified as CPN 81783-1 contains ±1,209 square feet and impacts the parcel’s easterly driveway along Whittier Boulevard. The TCE is needed to provide access to the contractor for the reconstruction of the existing driveway pavement and curb within the property due to improvements to the sidewalk within Caltrans right of way. The TCE has an estimated exclusive use Construction Period of 10 days to 2 months. All improvements within the TCE area will be protected in place or replaced in kind. The 28-month TCE identified as CPN 81783-2 contains ±1,790 square feet and impacts the larger parcel’s Whittier Boulevard westerly driveway. The TCE is needed to provide access to the contractor for the reconstruction of the existing driveway pavement and curb within the property due to improvements to the sidewalk within Caltrans right of way. The TCE has an exclusive use Construction Period of 10 days to 2 months. All improvements within the TCE area will be protected in place or replaced in kind.

The 28-month TCE identified as CPN 81784-1 contains ±231 square feet and impacts the pedestrian walkway on the property. It is needed to provide access to the contractor for sidewalk improvements within Caltrans right of way. The TCE has an exclusive use Construction Period of 4 days to 1 month. All improvements within the TCE area will be protected in place.

The 28-month TCE identified as CPN 81785-1 contains ±60 square feet and is located on the irregularly shaped parcel's Whittier Blvd frontage. It is required to provide access to the contractor for sidewalk improvements and installation of drainage features within the Caltrans right-of-way. The TCE has an exclusive use Construction Period of 4 days to 2 months. Improvements within the TCE area will either be protected in place or replaced in kind.

The TCE's are collectively referred to as the Property Interests.

A written offer was delivered to the Property Owners by letter dated On June 29, 2022 for CPN 81781-1; On July 26, 2022 for CPN 81782-1; On June 29, 2022 for CPN 81783-1, - 2 and CPN 81784-1; On September 6, 2022 for CPN 81785-1. The Property Owners have not accepted the offer of Just Compensation.

**A. The public interest and necessity require the Project.**

The need for the Project is generated by the findings and recommendations resulting from the LACMTA and Gateway Cities Council of Governments (GCCOG) I-605 Congestion "Hot Spots" Feasibility Report. This report included an Arterial Intersection Congestion Analysis Report which evaluated 215 arterial intersection locations throughout the Gateway Cities subregion. From that list of study intersections, 33 were selected for improvements, of which the intersection of Whittier Boulevard at Painter Avenue was selected for geometric improvements. The intersection currently operates at an unacceptable level of service (LOS) and experiences significant congestion during peak periods.

The public interest and necessity require the Project because the Project will:

1. Improve operational safety;
2. Benefit the surrounding community by decreasing travel time, improving air quality, and enhancing access to the corridor;
3. Support value for money throughout design and construction and cost certainty throughout construction;
4. Support fulfillment of LACMTA's L.A. County Traffic Improvement Plan, as authorized under Measure R.

It is recommended that based on the above evidence, the Board find and determine that the public interest and necessity require the Project.

**B The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.**

In 2017, the City of Whittier, acting as the lead agency, determined that the Project was subject to the California Environmental Quality Act (CEQA) and prepared an Initial Study (IS) evaluating the potential environmental impacts of the Project. The City determined that the Project would not have a significant effect on the environment with the implementation of mitigation measures, which supported the adoption of a Mitigated Negative Declaration (MND). The MND and a Mitigation Monitoring and Reporting Program were adopted by City Council Resolution No. 8953 on March 27, 2018, following a public review period as required by CEQA and the CEQA Guidelines.

On August 13, 2019, the City Council authorized the City Manager to sign a memorandum of understanding (MOU) between the City and LACMTA to allow LACMTA to lead the Final Design and Right of Way phases of the Project to expedite Project delivery. On April 28, 2020, the City Council reviewed and approved design changes that eliminated the need for permanent Right of Way from two privately-owned parcels in the project area. On October 11, 2022, the City Council adopted Resolution No. 2022-87, which formalized the reduction or elimination of environmental impacts discussed in the Final MND and revised the Mitigation Monitoring and Reporting Program to reflect the reduced environmental footprint. Once Final Design and Right of Way is complete, the City will function as the lead agency for construction and Project close out.

It is recommended that, based upon the foregoing, the Board find and determine that the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

**C. The Property is necessary for the Project.**

The Property Interests are required for construction and operation of the Project. The TCE's are located along Whittier Blvd and Painter Avenue and are necessary due to the reconstruction of existing driveways, curbs, ramps, and sidewalks and to install drainage features. These property interests are further detailed in the Summary Table 2, above. There are no alternatives to this design.

The term for each TCE shall have a duration up to twenty-eight (28) months during which time, except for the exclusive use period as set forth below, the TCE will be non-exclusive. The TCE's are scheduled to commence upon the Project Right of Way Certification or as soon thereafter as agreed by the underlying fee owner or ordered by the Court, but in all events will automatically expire no later than June 19, 2026. Each TCE term shall provide for the exclusive use of the TCE area by the easement holder, and its contractors, agents

and assigns, for the duration of the construction period (“Construction Period”), which is to run as follows:

CPN 81781-1: Construction Period estimated 3-5 contiguous days, but in no event longer than 1 contiguous month

CPN 81782-1: Construction Period estimated 2 contiguous weeks but in no event longer than 2 contiguous months

CPN 81783-1 : Construction Period estimated 10 to 12 contiguous days but in no event longer than 2 contiguous months

CPN 81783-2: Construction Period estimated 10 to 12 contiguous days but in no event longer than 2 contiguous months

CPN 81784-1: Construction Period estimated 4 to 6 contiguous days but in no event longer than 1 contiguous month

CPN 81785-1 Construction Period estimated 4 to 6 contiguous days but in no event longer than 2 contiguous months

Except for the foregoing Construction Periods described above, the remainder of the 28-month TCE term for each TCE shall be non-exclusive, allowing fee owner’s use of the TCE area to the extent it does not interfere with any Project construction activities.

The non-exclusive Construction Period for each TCE shall commence 30 Days following written notice to the underlying property owner.

Therefore, the Property Interests are necessary for the construction and operation of the project.

Staff recommends that the Board find that the acquisition of the Property Interests are necessary for the Project.

**D. Offers were made in compliance with Government Code Section 7267.2.**

California Code of Civil Procedure Section 1245.230 requires that a Resolution of Necessity contain a declaration that the governing body has found and determined that either the offer required by Section 7267.2 of the California Government Code has been made to the Owner, or the offer has not been made because the Owner cannot be located with reasonable diligence.

California Government Code Section 7267.2 requires that an offer be made to the Owner in an amount which the agency believes to be just compensation. The amount must not be less than the agency's approved appraisal of the fair market value of the property. In addition, the agency is required to provide the Owner with a written statement of, and summary of the basis for, the amount it established as just compensation.

Staff has taken the following actions as required by California law for the acquisition of the Property:

1. Obtained an independent appraisal to determine the fair market value of the



Property Interests, which included consideration existing use of the Property, highest and best use of the Property, and impact to the remainder;

2. Reviewed and approved the appraisal, and established the amount it believes to be just compensation;
3. Determined the Owner(s) of the Property by examining the county assessor's record and a preliminary title report;
4. Made a written offer to the Owner(s) for the full amount of just compensation - which was not less than the approved appraised value; and
5. Provided the Owner(s) with a written statement of, and summary of the basis for, the amount established as just compensation with respect to the foregoing offer.

It is recommended that based on the above Evidence, the Board find and determine that the offer required by Section 7267.2 of the California Government Code has been made to the Owner.

**E. LACMTA has fulfilled the necessary statutory prerequisites.**

LACMTA is authorized to acquire property by eminent domain for the purposes contemplated by the Project under Public Utilities Code §§ 30503, 30600, 130051.13, and 130220.5; Code of Civil Procedure §§ 1230.010-1273.050; and Article I, § 19 of the California Constitution.

**F. LACMTA has complied with the California Environmental Quality Act.**

The Project Approval and Environmental Document (PAED) Phase of the project was approved by the City of Whittier in March 2018 (ED) and Caltrans in June 2018 (PA). A Mitigated Negative Declaration (MND) was prepared pursuant to the California Environmental Quality Act (CEQA). Accordingly, LACMTA has fulfilled the necessary statutory prerequisites to acquire the Property by eminent domain. Accordingly, LACMTA has fulfilled the necessary statutory prerequisites to acquire the Property by eminent domain.

**CONCLUSION**

Staff recommends that the Board approve the Resolutions of Necessity.

**ATTACHMENTS**

- 1 - Legal Description (Exhibits A-1, A-2, A-3, A-4, A-5)
- 2 - Plat Map (Exhibits B-1, B-2, B-3, B-4, B-5)

**LEGAL DESCRIPTION**  
**EXHIBITS A-1, A-2, A-3, A-4, A-5**

EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
(APN 8141-033-006)

PARCEL 81781-1

THAT PORTION OF LOT 32 OF TRACT NO. 8168, IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 96, PAGES 3 AND 4 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN THE PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED APRIL 20, 1990 AS DOCUMENT NO. 90-741834, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST SOUTHERLY CORNER OF SAID LAND DESCRIBED IN QUITCLAIM DEED, SAID CORNER BEING COINCIDENT WITH THE NORTHEAST LINE OF WHITTIER BOULEVARD, LYING PARALLEL WITH AND DISTANT 40 FEET NORTHEASTERLY FROM THE CENTERLINE OF SAID WHITTIER BOULEVARD, THENCE NORTHWESTERLY ALONG SAID NORTHEAST LINE OF WHITTIER BOULEVARD, NORTH 56°00'48" WEST, A DISTANCE OF 20.16 FEET;

THENCE LEAVING SAID NORTHEAST LINE, NORTH 33°59'05" EAST, 4.97 FEET;  
THENCE SOUTH 56°00'21" EAST, 15.29 FEET;  
THENCE NORTH 56°19'00" EAST, 9.43 FEET;  
THENCE NORTH 00°39'34" EAST, 8.82 FEET;  
THENCE SOUTH 89°38'23" EAST, 0.38 FEET TO THE EAST LINE OF SAID LOT 32, SAID EAST LINE BEING COINCIDENT WITH THE WESTERLY LINE OF WASHINGTON AVENUE, LYING PARALLEL WITH AND DISTANT 28.5 FEET WESTERLY FROM THE CENTERLINE OF SAID WASHINGTON AVENUE;


THENCE ALONG SAID EAST LINE OF LOT 32, SOUTH 00°07'35" WEST, A DISTANCE OF 7.66 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 16.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH AN ANGLE OF 55°53'05", AN ARC DISTANCE OF 15.61 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 140 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

  
\_\_\_\_\_  
Maria Hall, PLS 9300

7/7/2021



EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
(APN 8142-033-052)

PARCEL 81782-1

THOSE PORTIONS OF LOTS 2 AND 3 OF THE MAP OF CORYELL'S SUBDIVISION, IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37, PAGE 82 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE NORTHEAST LINE OF WHITTIER BOULEVARD, LYING PARALLEL WITH AND DISTANT 40 FEET NORTHEASTERLY FROM THE CENTERLINE OF SAID WHITTIER BOULEVARD, WITH THE EAST LINE OF WASHINGTON AVENUE, LYING PARALLEL WITH AND DISTANT 28.5 FEET EASTERLY FROM THE CENTERLINE OF SAID WASHINGTON AVENUE, THENCE ALONG SAID EAST LINE, NORTH 00°07'35" EAST, A DISTANCE OF 21.11 FEET;  
THENCE LEAVING SAID EAST LINE, NORTH 89°48'09" EAST, 5.00 FEET;  
THENCE SOUTH 00°07'38" WEST, 17.03 FEET;  
THENCE SOUTH 25°41'38" EAST, 9.27 FEET;  
THENCE SOUTH 55°50'40" EAST, 29.30 FEET;  
THENCE SOUTH 56°50'42" EAST, 11.06 FEET;  
THENCE NORTH 33°59'12" EAST, 3.40 FEET;  
THENCE SOUTH 56°00'48" EAST, 122.14 FEET;  
THENCE NORTH 33°59'21" EAST, 25.00 FEET;  
THENCE SOUTH 56°00'48" EAST, 26.22 FEET;  
THENCE SOUTH 0°13'15" EAST, 22.01 FEET;  
THENCE SOUTH 77°50'14" EAST, 14.44 FEET;  
THENCE SOUTH 33°59'12" WEST, 12.17 FEET;  
THENCE SOUTH 56°00'48" EAST, 74.87 FEET MORE OR LESS TO THE EAST LINE OF SAID LOT 3;  
THENCE SOUTHERLY ALONG SAID EAST LINE SOUTH 00°08'46" WEST, 6.02 FEET TO SAID NORTHEAST LINE OF WHITTIER BOULEVARD;  
THENCE NORTHWESTERLY ALONG SAID NORTHEAST LINE, NORTH 56°00'48" WEST, 302.57 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2425 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

*Maria Hall*

11/8/2022

Maria Hall, PLS 9300



EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
(APN 8142-033-068)

THOSE PORTIONS OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 09-003, IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED JUNE 1, 2009 AS INSTRUMENT NO. 20090811856, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 81783-1**

**BEGINNING** AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 1 WITH THE NORTHEAST LINE OF WHITTIER BOULEVARD, SAID NORTHEAST LINE BEING PARALLEL WITH AND DISTANT 43 FEET FROM THE CENTERLINE OF SAID WHITTIER BOULEVARD, THENCE NORTHWESTERLY ALONG SAID NORTHEAST LINE, NORTH 56°00'48" WEST, A DISTANCE OF 58.80 FEET; THENCE LEAVING SAID NORTHEAST LINE, NORTH 33°59'12" EAST, 20.55 FEET; THENCE SOUTH 56°02'59" EAST, 58.80 FEET; THENCE SOUTH 33°58'48" WEST, 20.59 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1209 SQUARE FEET, MORE OR LESS.

**PARCEL 81783-2**


**COMMENCING** AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 1 WITH THE NORTHEAST LINE OF WHITTIER BOULEVARD, SAID NORTHEAST LINE BEING PARALLEL WITH AND DISTANT 43 FEET FROM THE CENTERLINE OF SAID WHITTIER BOULEVARD, THENCE NORTHWESTERLY ALONG SAID NORTHEAST LINE, NORTH 56°00'48" WEST, A DISTANCE OF 153.77 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHEAST LINE, NORTH 56°00'48" WEST, 47.07 FEET; THENCE LEAVING SAID NORTHEAST LINE, NORTH 33°58'56" EAST, 38.03 FEET; THENCE SOUTH 56°00'48" EAST, 47.08 FEET; THENCE SOUTH SOUTH 33°59'12" WEST, 38.03 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1790 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

 7/7/2021

Maria Hall, PLS 9300



EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
(APN 8142-033-069)

PARCEL 81784-1

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 09-003, IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED JUNE 1, 2009 AS INSTRUMENT NO. 20090811856, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


**BEGINNING** AT THE INTERSECTION OF THE NORTHWEST LINE OF SAID PARCEL 2 WITH THE NORTHEAST LINE OF WHITTIER BOULEVARD, SAID NORTHEAST LINE BEING PARALLEL WITH AND DISTANT 43 FEET FROM THE CENTERLINE OF SAID WHITTIER BOULEVARD, THENCE NORTHEASTERLY ALONG SAID NORTHWEST LINE OF PARCEL 2, NORTH 33°58'48" EAST, A DISTANCE OF 20.59 FEET;

THENCE LEAVING SAID NORTHWEST LINE, SOUTH 56°02'59" EAST, 11.20 FEET;  
THENCE SOUTH 33°57'01" WEST, 20.59 FEET TO SAID NORTHEAST LINE OF WHITTIER BOULEVARD;  
THENCE ALONG SAID NORTHEAST LINE, NORTH 56°00'48" WEST, 11.21 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 231 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

  
7/7/2021

Maria Hall, PLS 9300



EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
(APN 8142-033-070)

PARCEL 81785-1

THE SOUTHWESTERLY 3.00 FEET OF PARCEL 3 OF LOT LINE ADJUSTMENT NO. 09-003, IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED JUNE 1, 2009 AS INSTRUMENT NO. 20090811856, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 60 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

maria hall 7/7/2021

Maria Hall, PLS 9300

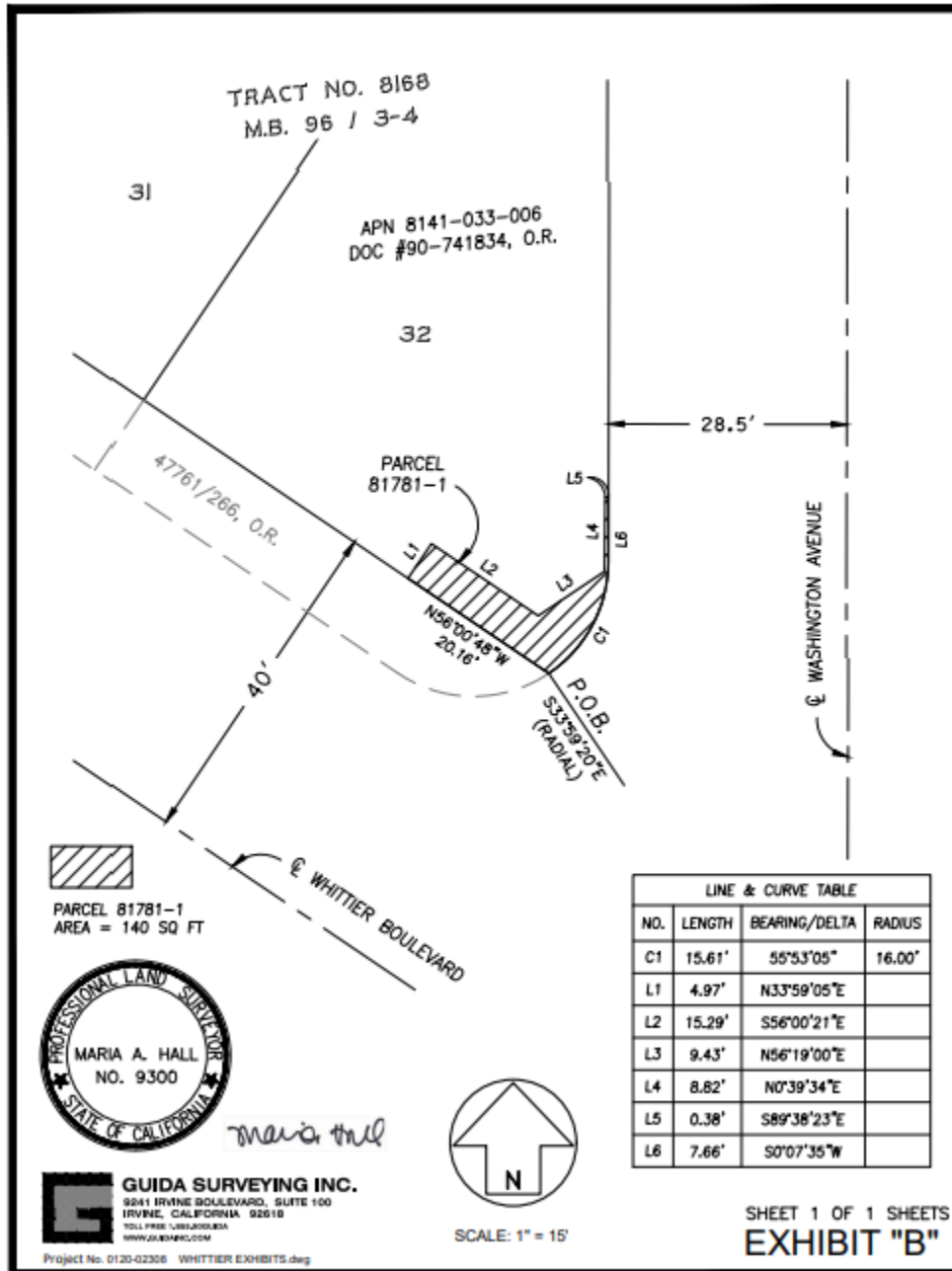


## **PLAT MAPS**

**EXHIBITS B-1, B-2, B-3, B-4, B-5**



EXHIBIT B-1



**EXHIBIT B-2**

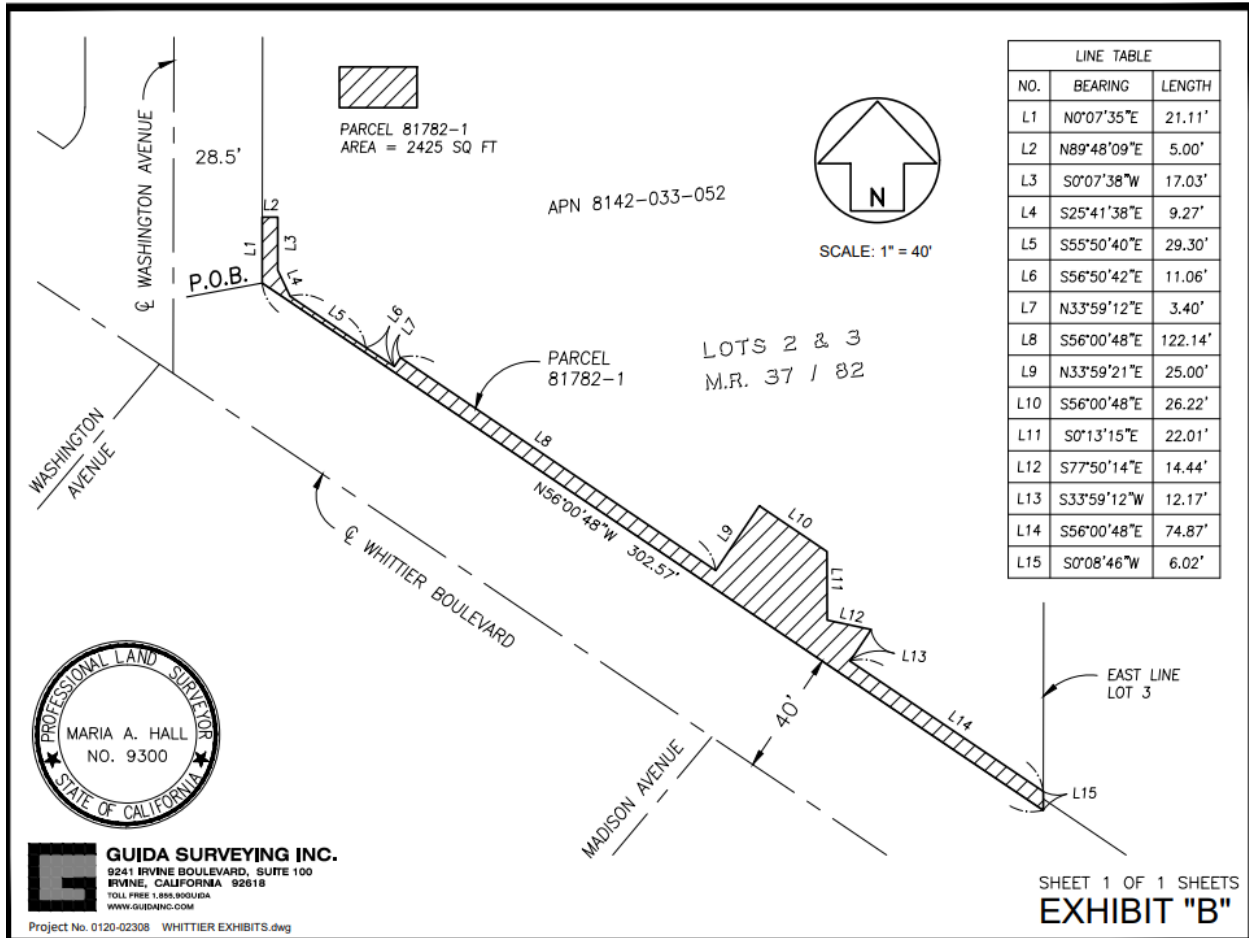


EXHIBIT B-3

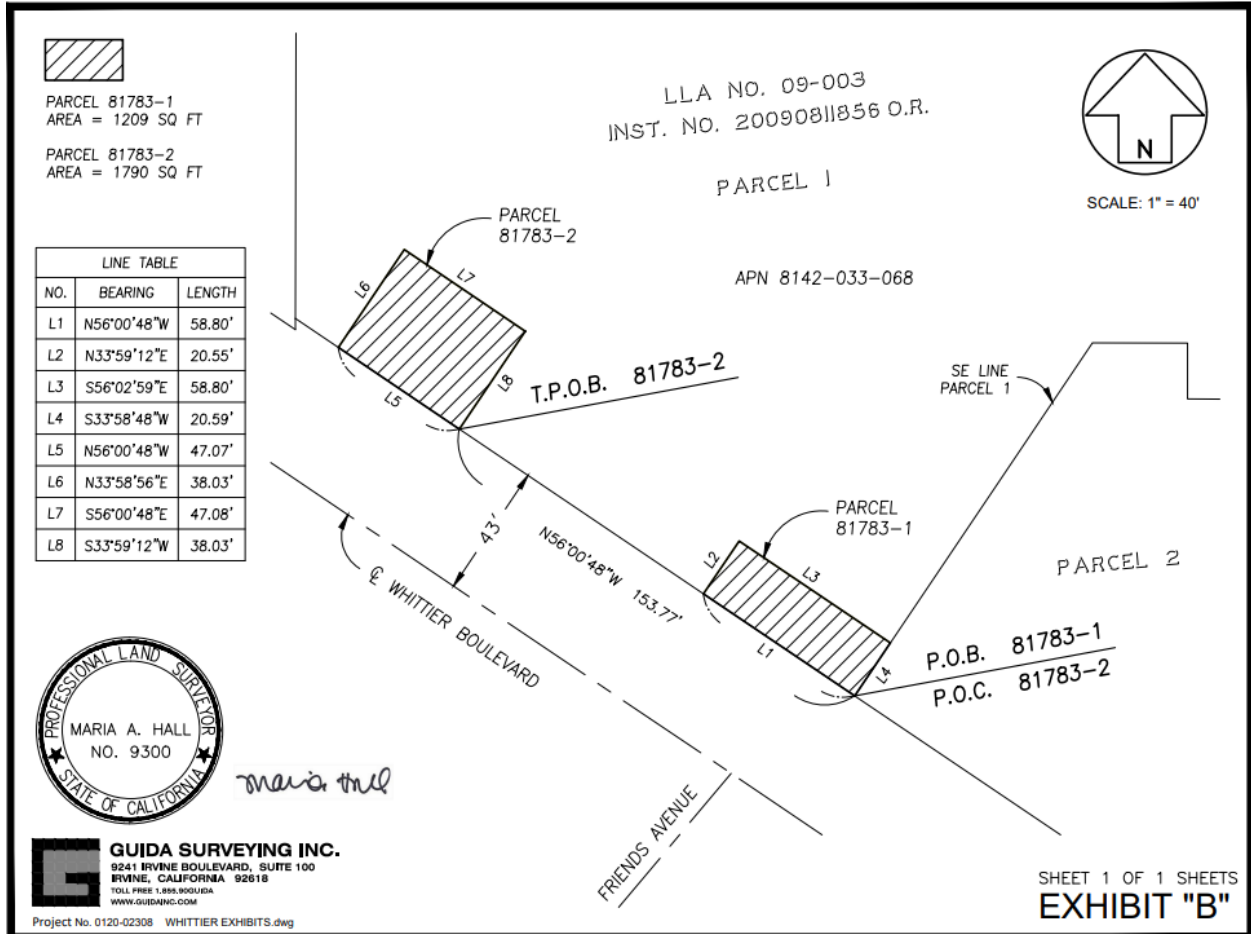
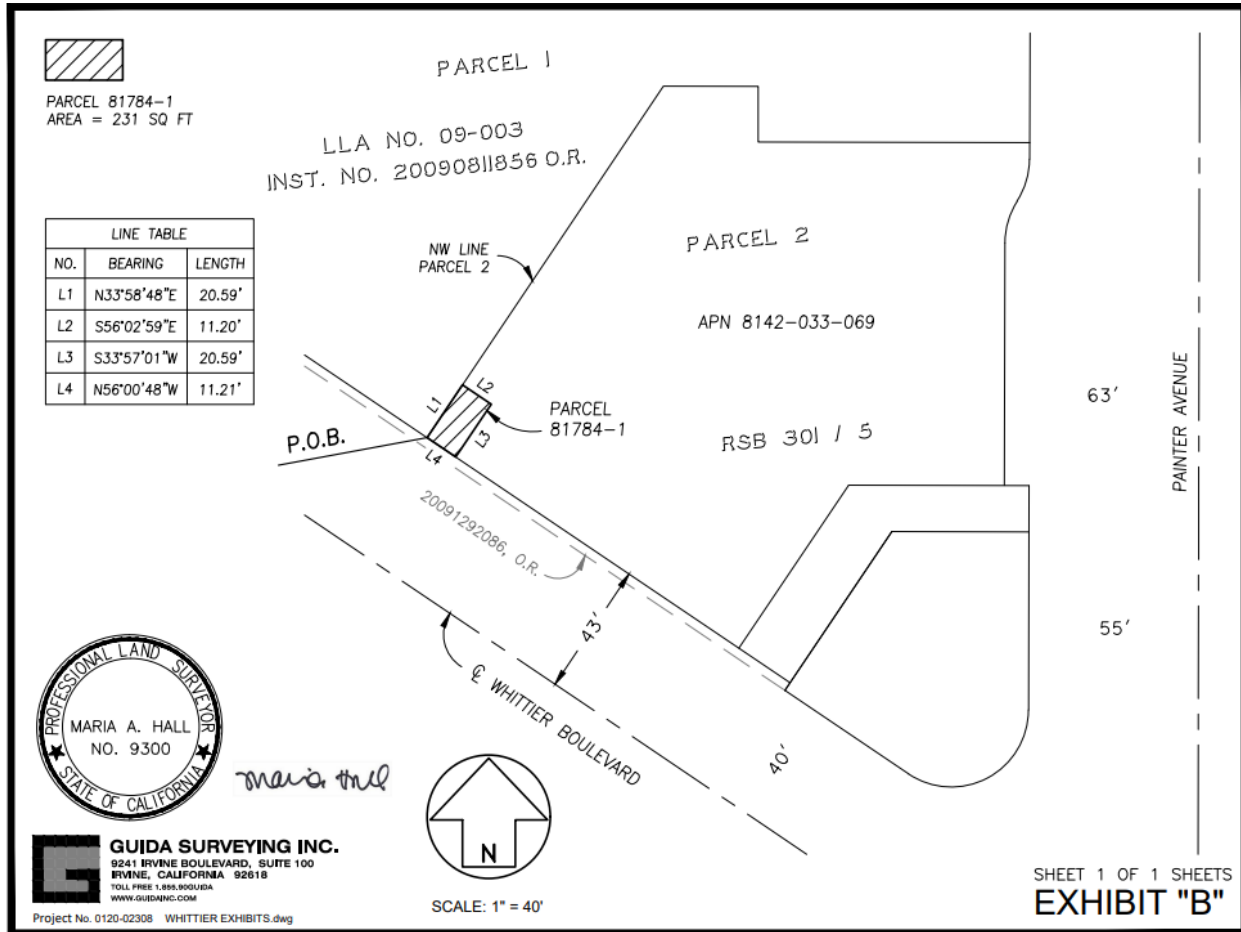


EXHIBIT B-4



PARCEL 81784-1  
AREA = 231 SQ FT

LINE TABLE		
NO.	BEARING	LENGTH
L1	N33°58'48"E	20.59'
L2	S56°02'59"E	11.20'
L3	S33°57'01"W	20.59'
L4	N56°00'48"W	11.21'

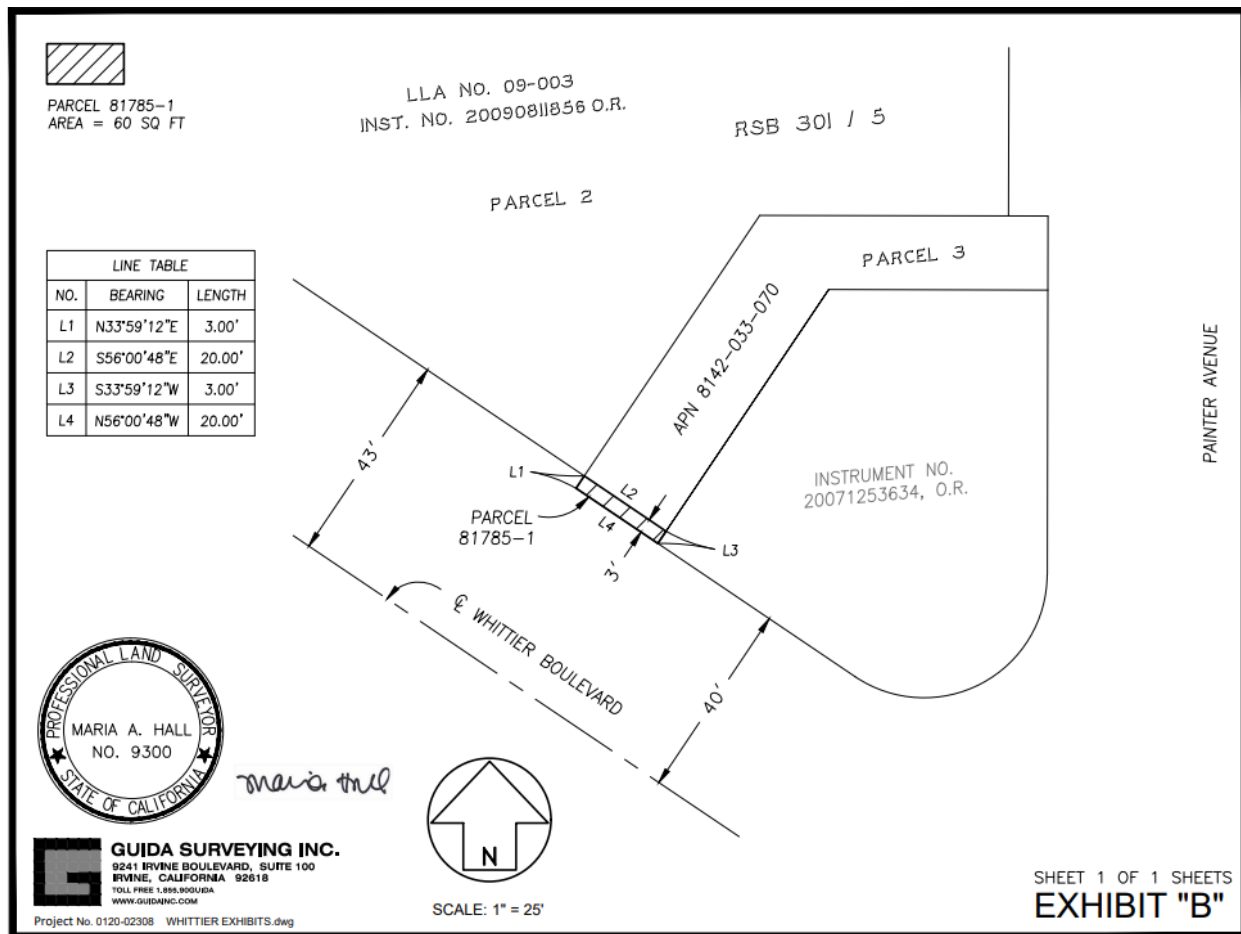


*Maria Hall*



**GUIDA SURVEYING INC.**  
9241 IRVINE BOULEVARD, SUITE 100  
IRVINE, CALIFORNIA 92618  
TOLL FREE 1.855.500.5124  
WWW.GUIDANC.COM

EXHIBIT B-5



**RESOLUTION OF THE  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC  
PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF THROUGH THE  
EXERCISE OF EMINENT DOMAIN  
WHITTIER BOULEVARD/PAINTER AVENUE INTERSECTION IMPROVEMENT  
PROJECT ("PROJECT") APN: 8141-033-006 CPN: 81781-1**

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS ("BOARD") HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1.

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA") is a public entity organized and existing pursuant to Chapter 2 of Division 12 of the California Public Utilities Code (commencing with Section 130050).

Section 2.

The property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Board to acquire property by eminent domain by California Public Utilities Code Sections 30000-33027, inclusive, and particularly Section 30503 and 30600, Sections 130000-132650, inclusive, and particularly Sections 130051.13 and 130220.5, Code of Civil Procedure Sections 1230.010-1273.050, inclusive, and particularly Sections 1240.510 and 1240.610, and Article I, Section 19 of the California Constitution.

Section 3.

The property interests consist of the acquisition of a 28-month Temporary Construction Easement ("TCE"), as described more specifically in the legal descriptions (Exhibits "A-1") and depicted in the plat map (Exhibit "B-1"), (hereinafter, the "Property Interest").

The TCE consists of the following:

The TCE identified as CPN 81781-1 is located along a portion of the southeastern end of the parcel and wraps around the corner of the intersection of Whittier Blvd and Washington Avenue. The TCE has an area of ±140 square feet and is required to provide access to the contractor for the reconstruction of the existing curb ramp and sidewalk improvements within Caltrans right of way. The exclusive use Construction Period is 1 month. All improvements within the TCE area will be protected in place or replaced in

kind.

The term for the TCE shall have a duration up to twenty-eight (28) months. The TCE is scheduled to commence upon the Project Right of Way Certification or as soon thereafter as agreed by the underlying fee owner or ordered by the Court, but in all events will automatically expire no later than June 19, 2026. The TCE term shall include within it with the remainder of the 28-month TCE term non-exclusive allowing fee owner's use of the TCE area to the extent it does not interfere with any Project construction activities.

#### Section 4.

(a.) The acquisition of the above-described Property Interests is necessary for the development, construction, operation, and maintenance of the Whittier Boulevard/Painter Avenue Intersection Improvement Project ("Project");

(b.) The Project Approval and Environmental Document (PAED) Phase of the project was approved by the City of Whittier in March 2018 (ED) and Caltrans in June 2018 (PA). A Mitigated Negative Declaration (MND) was prepared pursuant to the California Environmental Quality Act (CEQA).

(c.) Accordingly, LACMTA has fulfilled the necessary statutory prerequisites to acquire the Property by eminent domain.

#### Section 5.

The Board hereby declares that it has found and determined each of the following:

(a.) The public interest and necessity require the proposed Project;

(b.) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c.) The Property sought to be acquired, which has been described herein, is necessary for the proposed Project;

(d.) The offer required by Section 7267.2 of the Government Code has been made to the Owner; and said offer was transmitted together with the accompanying statement of, and summary of the basis for, the amount established as just compensation, which offers and accompanying statements/summaries were in a form and contained all of the factual disclosures provided by Government Code Section 7267.2(a).

#### Section 6.

Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

#### Section 7.

That notice of intention to adopt this resolution was given by first class mail to each person whose Property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Board on the matters contained herein and each person whose property is to be acquired by eminent domain was given an opportunity to be heard.

#### Section 8.

Legal Counsel is hereby authorized and directed to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Property Interests described above by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of said Property in accordance with the provisions of the eminent domain law and is directed that the total sum of probable just compensation be deposited with the State Treasurer or the Clerk of the Superior Court. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property Interest, and, with the concurrence and approval of LACMTA Staff, to make minor adjustments to the scope and descriptions of easements or other Property to be acquired in order to ameliorate any claims for severance damages.

Counsel is further authorized to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary actions to complete the acquisition, including stipulations as to judgment and other matters, and causing all payments to be made. If settlement cannot be reached, Counsel is authorized to proceed to resolve the proceedings by means of jury trial. Counsel is further authorized to associate with, at its election, a private law firm for the preparation and prosecution of said proceedings.

I, COLLETTE LANGSTON, Board Clerk of the Los Angeles County Metropolitan Transportation Authority, do hereby certify that the foregoing Resolution was duly and regularly adopted by a vote of two-thirds of all the members of the Board of the Los Angeles County Metropolitan Transportation Authority at a meeting held on the 23rd day



of March 2023.

\_\_\_\_\_  
COLLETTE LANGSTON  
LACMTA Board Clerk

Date: \_\_\_\_\_

**ATTACHMENTS**

Exhibit - A-1--Legal Description

Exhibit - B-1 --Plat Map

LEGAL DESCRIPTION

EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
(APN 8141-033-006)

**PARCEL 81781-1**

THAT PORTION OF LOT 32 OF TRACT NO. 8168, IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 96, PAGES 3 AND 4 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN THE PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED APRIL 20, 1990 AS DOCUMENT NO. 90-741834, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST SOUTHERLY CORNER OF SAID LAND DESCRIBED IN QUITCLAIM DEED, SAID CORNER BEING COINCIDENT WITH THE NORTHEAST LINE OF WHITTIER BOULEVARD, LYING PARALLEL WITH AND DISTANT 40 FEET NORTHEASTERLY FROM THE CENTERLINE OF SAID WHITTIER BOULEVARD, THENCE NORTHWESTERLY ALONG SAID NORTHEAST LINE OF WHITTIER BOULEVARD, NORTH 56°00'48" WEST, A DISTANCE OF 20.16 FEET;

THENCE LEAVING SAID NORTHEAST LINE, NORTH 33°59'05" EAST, 4.97 FEET;  
THENCE SOUTH 56°00'21" EAST, 15.29 FEET;  
THENCE NORTH 56°19'00" EAST, 9.43 FEET;  
THENCE NORTH 00°39'34" EAST, 8.82 FEET;  
THENCE SOUTH 89°38'23" EAST, 0.38 FEET TO THE EAST LINE OF SAID LOT 32, SAID EAST LINE BEING COINCIDENT WITH THE WESTERLY LINE OF WASHINGTON AVENUE, LYING PARALLEL WITH AND DISTANT 28.5 FEET WESTERLY FROM THE CENTERLINE OF SAID WASHINGTON AVENUE;


THENCE ALONG SAID EAST LINE OF LOT 32, SOUTH 00°07'35" WEST, A DISTANCE OF 7.66 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 16.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH AN ANGLE OF 55°53'05", AN ARC DISTANCE OF 15.61 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 140 SQUARE FEET, MORE OR LESS.

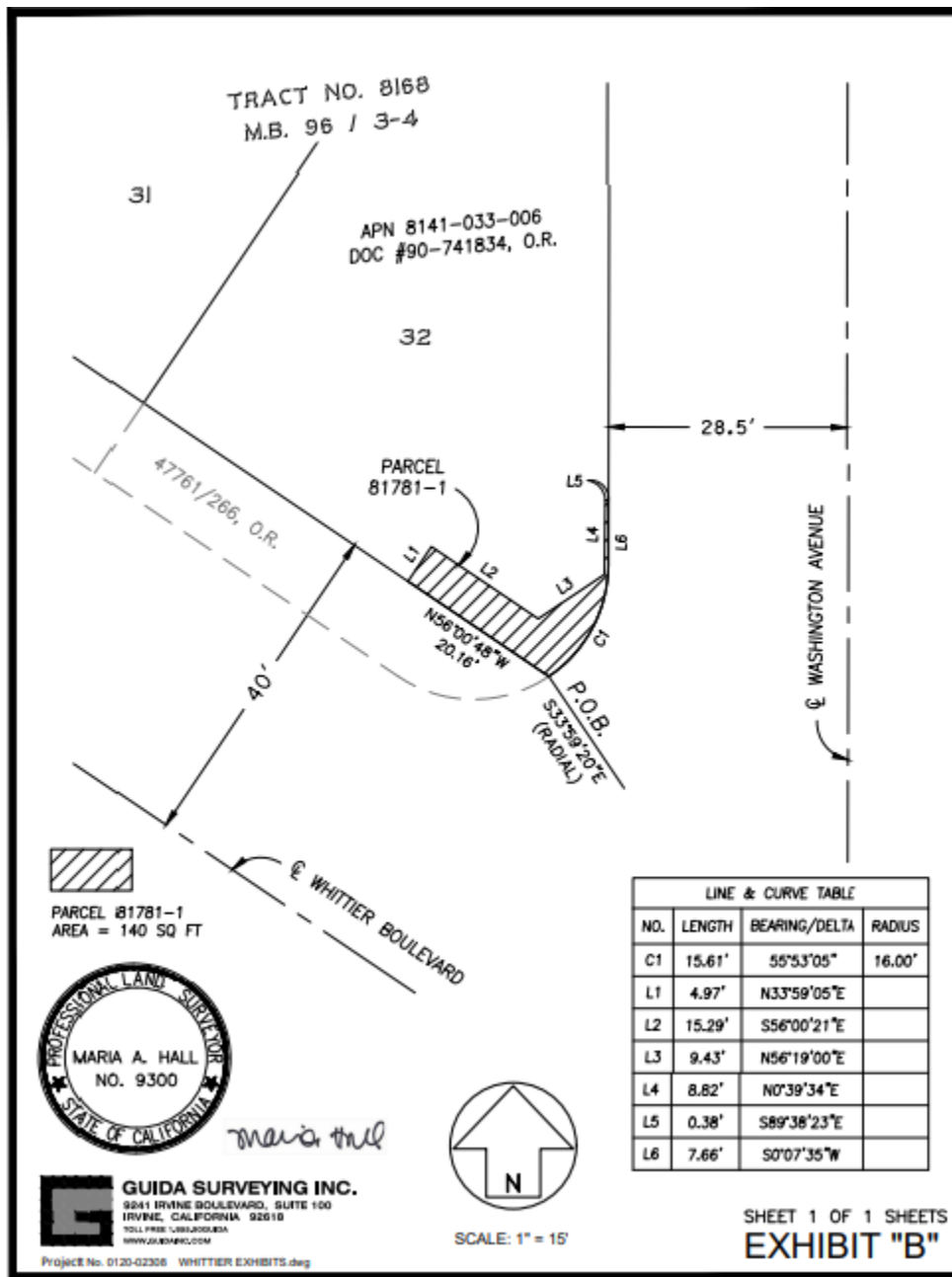
ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

  
7/7/2021  
Maria Hall, PLS 9300



PLAT MAP



**RESOLUTION OF THE  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC  
PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF THROUGH THE  
EXERCISE OF EMINENT DOMAIN  
WHITTIER BOULEVARD/PAINTER AVENUE INTERSECTION IMPROVEMENT  
PROJECT ("PROJECT") APN: 8142-033-052 CPN: 81782-1**

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS ("BOARD") HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1.

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA") is a public entity organized and existing pursuant to Chapter 2 of Division 12 of the California Public Utilities Code (commencing with Section 130050).

Section 2.

The property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Board to acquire property by eminent domain by California Public Utilities Code Sections 30000-33027, inclusive, and particularly Section 30503 and 30600, Sections 130000-132650, inclusive, and particularly Sections 130051.13 and 130220.5, Code of Civil Procedure Sections 1230.010-1273.050, inclusive, and particularly Sections 1240.510 and 1240.610, and Article I, Section 19 of the California Constitution.

Section 3.

The property interests consist of the acquisition of a 28-month Temporary Construction Easement ("TCE"), as described more specifically in the legal descriptions (Exhibits "A-2") and depicted in the plat map (Exhibit "B-2"), (hereinafter, the "Property Interest").

The TCE consists of the following:

The TCE identified as CPN 81782-1 is located at the southern end of the parcel along Whittier Blvd. It has a total area of ±2,425 square feet and has an estimated 2 week to 2 months exclusive use Construction Period. The TCE is needed to provide access to the contractor for the reconstruction of the existing driveway and sidewalk improvements within Caltrans right of way. The site improvements within the TCE area are being replaced in kind or protected in place.

The term for the TCE shall have a duration up to twenty-eight (28) months. The TCE is scheduled to commence upon the Project Right of Way Certification or as soon thereafter as agreed by the underlying fee owner or ordered by the Court, but in all events will automatically expire no later than June 19, 2026. The TCE term shall include within it with the remainder of the 28-month TCE term non-exclusive allowing fee owner's use of the TCE area to the extent it does not interfere with any Project construction activities.

#### Section 4.

(a.) The acquisition of the above-described Property Interests is necessary for the development, construction, operation, and maintenance of the Whittier Boulevard/Painter Avenue Intersection Improvement Project ("Project");

(b.) The Project Approval and Environmental Document (PAED) Phase of the project was approved by the City of Whittier in March 2018 (ED) and Caltrans in June 2018 (PA). A Mitigated Negative Declaration (MND) was prepared pursuant to the California Environmental Quality Act (CEQA).

(c.) Accordingly, LACMTA has fulfilled the necessary statutory prerequisites to acquire the Property by eminent domain.

#### Section 5.

The Board hereby declares that it has found and determined each of the following:

(a.) The public interest and necessity require the proposed Project;

(b.) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c.) The Property sought to be acquired, which has been described herein, is necessary for the proposed Project;

(d.) The offer required by Section 7267.2 of the Government Code has been made to the Owner; and said offer was transmitted together with the accompanying statement of, and summary of the basis for, the amount established as just compensation, which offers and accompanying statements/summaries were in a form and contained all of the factual disclosures provided by Government Code Section 7267.2(a).

#### Section 6.

Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

#### Section 7.

That notice of intention to adopt this resolution was given by first class mail to each person whose Property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Board on the matters contained herein and each person whose property is to be acquired by eminent domain was given an opportunity to be heard.

#### Section 8.

Legal Counsel is hereby authorized and directed to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Property Interests described above by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of said Property in accordance with the provisions of the eminent domain law and is directed that the total sum of probable just compensation be deposited with the State Treasurer or the Clerk of the Superior Court. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property Interest, and, with the concurrence and approval of LACMTA Staff, to make minor adjustments to the scope and descriptions of easements or other Property to be acquired in order to ameliorate any claims for severance damages.

Counsel is further authorized to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary actions to complete the acquisition, including stipulations as to judgment and other matters, and causing all payments to be made. If settlement cannot be reached, Counsel is authorized to proceed to resolve the proceedings by means of jury trial. Counsel is further authorized to associate with, at its election, a private law firm for the preparation and prosecution of said proceedings.

I, COLLETTE LANGSTON, Board Clerk of the Los Angeles County Metropolitan Transportation Authority, do hereby certify that the foregoing Resolution was duly and regularly adopted by a vote of two-thirds of all the members of the Board of the Los

Angeles County Metropolitan Transportation Authority at a meeting held on the 23<sup>rd</sup> day of March, 2023.

\_\_\_\_\_  
COLLETTE LANGSTON  
LACMTA Board Clerk

Date: \_\_\_\_\_

**ATTACHMENTS**

Exhibit - A-2--Legal Description

Exhibit - B-2 --Plat Map

LEGAL DESCRIPTION

EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
(APN 8142-033-052)

PARCEL 81782-1

THOSE PORTIONS OF LOTS 2 AND 3 OF THE MAP OF CORYELL'S SUBDIVISION, IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37, PAGE 82 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE NORTHEAST LINE OF WHITTIER BOULEVARD, LYING PARALLEL WITH AND DISTANT 40 FEET NORTHEASTERLY FROM THE CENTERLINE OF SAID WHITTIER BOULEVARD, WITH THE EAST LINE OF WASHINGTON AVENUE, LYING PARALLEL WITH AND DISTANT 28.5 FEET EASTERLY FROM THE CENTERLINE OF SAID WASHINGTON AVENUE, THENCE ALONG SAID EAST LINE, NORTH 00°07'35" EAST, A DISTANCE OF 21.11 FEET;  
THENCE LEAVING SAID EAST LINE, NORTH 89°48'09" EAST, 5.00 FEET;  
THENCE SOUTH 00°07'38" WEST, 17.03 FEET;  
THENCE SOUTH 25°41'38" EAST, 9.27 FEET;  
THENCE SOUTH 55°50'40" EAST, 29.30 FEET;  
THENCE SOUTH 56°50'42" EAST, 11.06 FEET;  
THENCE NORTH 33°59'12" EAST, 3.40 FEET;  
THENCE SOUTH 56°00'48" EAST, 122.14 FEET;  
THENCE NORTH 33°59'21" EAST, 25.00 FEET;  
THENCE SOUTH 56°00'48" EAST, 26.22 FEET;  
THENCE SOUTH 0°13'15" EAST, 22.01 FEET;  
THENCE SOUTH 77°50'14" EAST, 14.44 FEET;  
THENCE SOUTH 33°59'12" WEST, 12.17 FEET;  
THENCE SOUTH 56°00'48" EAST, 74.87 FEET MORE OR LESS TO THE EAST LINE OF SAID LOT 3;  
THENCE SOUTHERLY ALONG SAID EAST LINE SOUTH 00°08'46" WEST, 6.02 FEET TO SAID NORTHEAST LINE OF WHITTIER BOULEVARD;  
THENCE NORTHWESTERLY ALONG SAID NORTHEAST LINE, NORTH 56°00'48" WEST, 302.57 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2425 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

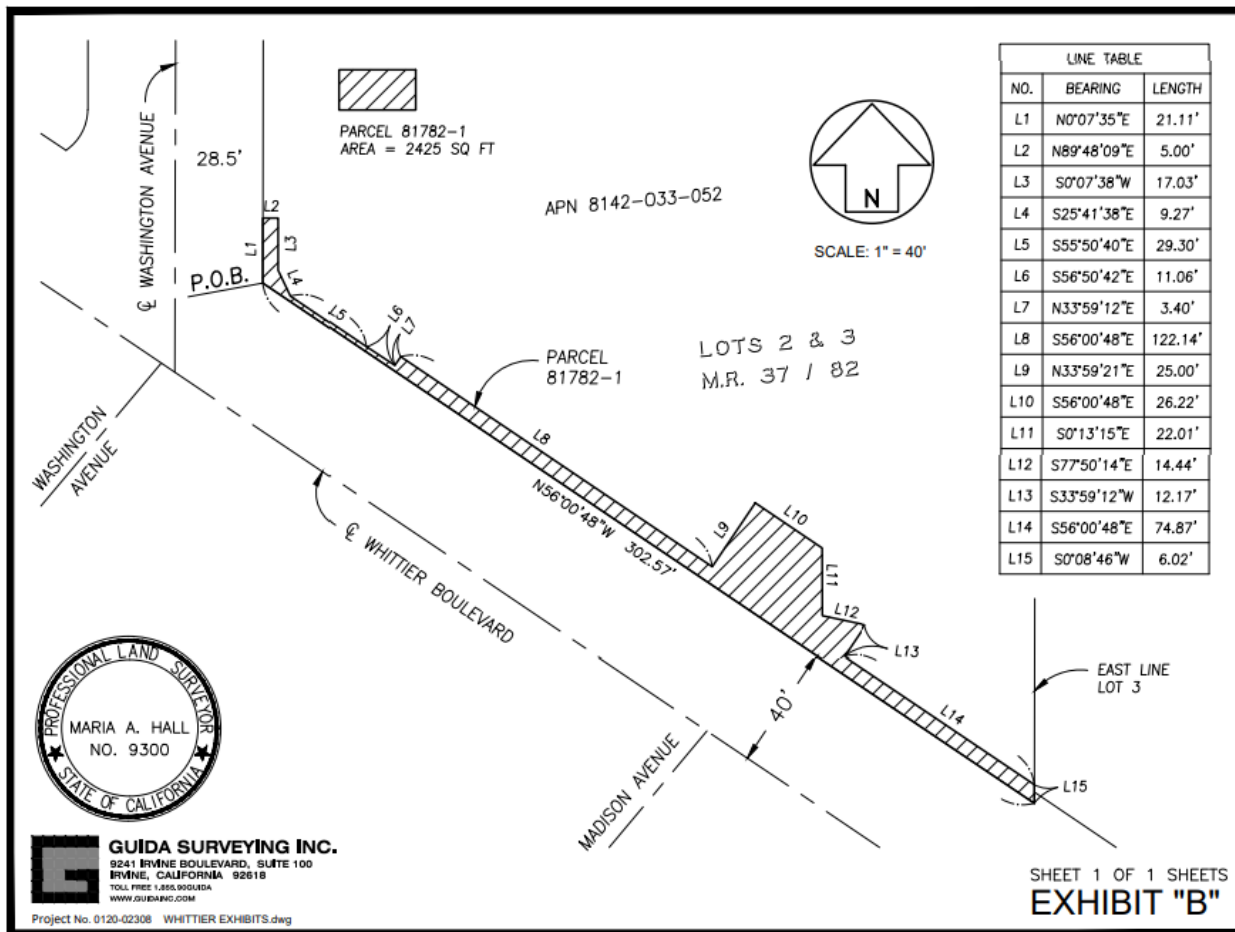
*Maria Hall*  
11/8/2022

Maria Hall, PLS 9300





PLAT MAP



**RESOLUTION OF THE  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC  
PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF THROUGH THE  
EXERCISE OF EMINENT DOMAIN  
WHITTIER BOULEVARD/PAINTER AVENUE INTERSECTION IMPROVEMENT  
PROJECT ("PROJECT") APN: 8142-033-068 CPN: 81783-1, 81783-2**

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS ("BOARD") HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1.

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA") is a public entity organized and existing pursuant to Chapter 2 of Division 12 of the California Public Utilities Code (commencing with Section 130050).

Section 2.

The property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Board to acquire property interests by eminent domain by California Public Utilities Code Sections 30000-33027, inclusive, and particularly Section 30503 and 30600, Sections 130000-132650, inclusive, and particularly Sections 130051.13 and 130220.5, Code of Civil Procedure Sections 1230.010-1273.050, inclusive, and particularly Sections 1240.510 and 1240.610, and Article I, Section 19 of the California Constitution.

Section 3.

The property interests consist of the acquisition of 28-month Temporary Construction Easements ("TCE's"), as described more specifically in the legal descriptions (Exhibits "A-3") and depicted in the plat map (Exhibit "B-3"), (hereinafter, the "Property Interests").

The TCE's consist of the following:

The TCE identified as CPN 81783-1 contains  $\pm 1,209$  square feet and impacts the parcel's easterly driveway along Whittier Boulevard. The TCE is needed to provide access to the contractor for the reconstruction of the existing driveway pavement and curb within the property due to improvements to the sidewalk within Caltrans right of way. The TCE has an estimated exclusive use Construction Period of 10 days to 2 months. All improvements within the TCE will be protected in place or replaced in kind. The TCE identified as CPN

81783-2 contains ±1,790 square feet and impacts the larger parcel's Whittier Boulevard westerly driveway. The TCE is needed to provide access to the contractor for the reconstruction of the existing driveway pavement and curb within the property due to improvements to the sidewalk within Caltrans right of way. The TCE has an exclusive use Construction Period of 10 days to 2 months. All improvements within the TCE will be protected in place or replaced in kind.

The term for the TCE's shall have a duration up to twenty-eight (28) months. The TCE's are scheduled to commence upon the Project Right of Way Certification or as soon thereafter as agreed by the underlying fee owner or ordered by the Court, but in all events will automatically expire no later than June 19, 2026. The TCE term shall include within it with the remainder of the 28-month TCE term non-exclusive allowing fee owner's use of the TCE area to the extent it does not interfere with any Project construction activities.

#### Section 4.

(a.) The acquisition of the above-described Property Interests is necessary for the development, construction, operation, and maintenance of the Whittier Boulevard/Painter Avenue Intersection Improvement Project ("Project");

(b.) The Project Approval and Environmental Document (PAED) Phase of the project was approved by the City of Whittier in March 2018 (ED) and Caltrans in June 2018 (PA). A Mitigated Negative Declaration (MND) was prepared pursuant to the California Environmental Quality Act (CEQA).

(c.) Accordingly, LACMTA has fulfilled the necessary statutory prerequisites to acquire the Property by eminent domain.

#### Section 5.

The Board hereby declares that it has found and determined each of the following:

(a.) The public interest and necessity require the proposed Project;

(b.) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c.) The Property sought to be acquired, which has been described herein, is necessary for the proposed Project;

(d.) The offer required by Section 7267.2 of the Government Code has been made to the Owner; and said offer was transmitted together with the accompanying statement of, and summary of the basis for, the amount established

as just compensation, which offers and accompanying statements/summaries were in a form and contained all of the factual disclosures provided by Government Code Section 7267.2(a).

#### Section 6.

Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

#### Section 7.

That notice of intention to adopt this resolution was given by first class mail to each person whose Property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Board on the matters contained herein and each person whose property is to be acquired by eminent domain was given an opportunity to be heard.

#### Section 8.

Legal Counsel is hereby authorized and directed to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Property Interests described above by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of said Property Interests in accordance with the provisions of the eminent domain law and is directed that the total sum of probable just compensation be deposited with the State Treasurer or the Clerk of the Superior Court. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property Interests, and, with the concurrence and approval of LACMTA Staff, to make minor adjustments to the scope and descriptions of easements or other Property to be acquired in order to ameliorate any claims for severance damages.

Counsel is further authorized to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary actions to complete the acquisition, including stipulations as to judgment and other matters, and causing all payments to be made. If settlement cannot be reached, Counsel is authorized to proceed to resolve the proceedings by means of jury trial. Counsel is further authorized to associate with, at its election, a private law firm for the preparation

and prosecution of said proceedings.

I, COLLETTE LANGSTON, Board Clerk of the Los Angeles County Metropolitan Transportation Authority, do hereby certify that the foregoing Resolution was duly and regularly adopted by a vote of two-thirds of all the members of the Board of the Los Angeles County Metropolitan Transportation Authority at a meeting held on the 23rd day of March 2023.

\_\_\_\_\_  
COLLETTE LANGSTON  
LACMTA Board Clerk

Date: \_\_\_\_\_

**ATTACHMENTS**

Exhibit - A-3--Legal Description

Exhibit - B-3 --Plat Map

LEGAL DESCRIPTION

EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
(APN 8142-033-068)

THOSE PORTIONS OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 09-003, IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED JUNE 1, 2009 AS INSTRUMENT NO. 20090811856, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 81783-1**

**BEGINNING** AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 1 WITH THE NORTHEAST LINE OF WHITTIER BOULEVARD, SAID NORTHEAST LINE BEING PARALLEL WITH AND DISTANT 43 FEET FROM THE CENTERLINE OF SAID WHITTIER BOULEVARD, THENCE NORTHWESTERLY ALONG SAID NORTHEAST LINE, NORTH 56°00'48" WEST, A DISTANCE OF 58.80 FEET; THENCE LEAVING SAID NORTHEAST LINE, NORTH 33°59'12" EAST, 20.55 FEET; THENCE SOUTH 56°02'59" EAST, 58.80 FEET; THENCE SOUTH 33°58'48" WEST, 20.59 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1209 SQUARE FEET, MORE OR LESS.

**PARCEL 81783-2**

**COMMENCING** AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 1 WITH THE NORTHEAST LINE OF WHITTIER BOULEVARD, SAID NORTHEAST LINE BEING PARALLEL WITH AND DISTANT 43 FEET FROM THE CENTERLINE OF SAID WHITTIER BOULEVARD, THENCE NORTHWESTERLY ALONG SAID NORTHEAST LINE, NORTH 56°00'48" WEST, A DISTANCE OF 153.77 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHEAST LINE, NORTH 56°00'48" WEST, 47.07 FEET; THENCE LEAVING SAID NORTHEAST LINE, NORTH 33°58'56" EAST, 38.03 FEET; THENCE SOUTH 56°00'48" EAST, 47.08 FEET; THENCE SOUTH SOUTH 33°59'12" WEST, 38.03 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1790 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

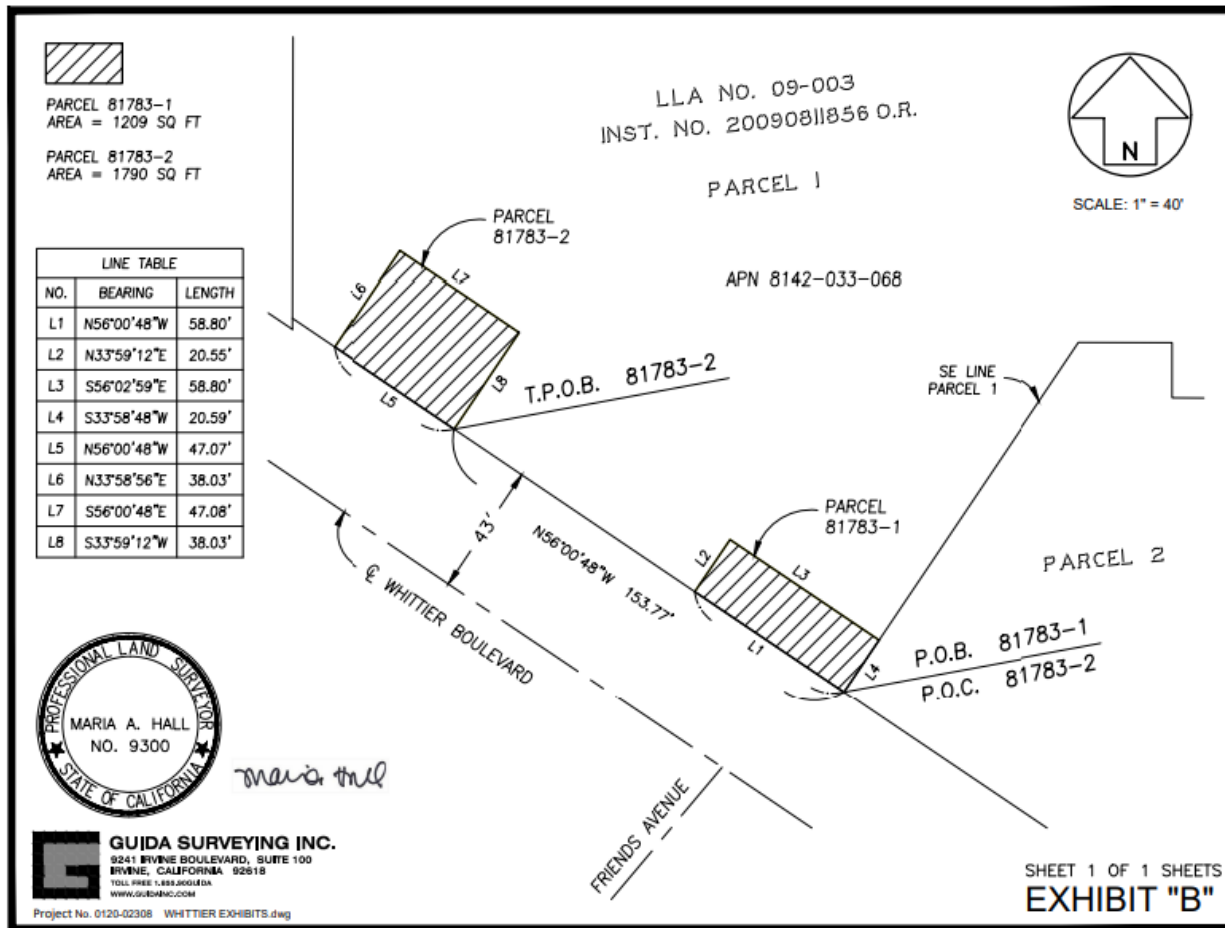
THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

*Maria Hall*  
7/7/2021

Maria Hall, PLS 9300



PLAT MAP



**RESOLUTION OF THE  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC  
PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF THROUGH THE  
EXERCISE OF EMINENT DOMAIN  
WHITTIER BOULEVARD/PAINTER AVENUE INTERSECTION IMPROVEMENT  
PROJECT ("PROJECT") APN: 8142-033-069 CPN: 81784-1**

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS ("BOARD") HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1.

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA") is a public entity organized and existing pursuant to Chapter 2 of Division 12 of the California Public Utilities Code (commencing with Section 130050).

Section 2.

The property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Board to acquire property by eminent domain by California Public Utilities Code Sections 30000-33027, inclusive, and particularly Section 30503 and 30600, Sections 130000-132650, inclusive, and particularly Sections 130051.13 and 130220.5, Code of Civil Procedure Sections 1230.010-1273.050, inclusive, and particularly Sections 1240.510 and 1240.610, and Article I, Section 19 of the California Constitution.

Section 3.

The property interests consist of the acquisition of a 28-month Temporary Construction Easement ("TCE"), as described more specifically in the legal description (Exhibits "A-4") and depicted in the plat map (Exhibit "B-4"), (hereinafter, the "Property Interest").

The TCE consists of the following:

The TCE identified as CPN 81784-1 contains ±231 square feet and impacts the pedestrian walkway on the property. It is needed to provide access to the contractor for sidewalk improvements within Caltrans right of way. The TCE has an exclusive use Construction Period of 4 days to 1 month. All improvements will be protected in place or replaced in kind.



The term for the TCE shall have a duration up to twenty-eight (28) months. The TCE is scheduled to commence upon the Project Right of Way Certification or as soon thereafter as agreed by the underlying fee owner or ordered by the Court, but in all events will automatically expire no later than June 19, 2026. The TCE term shall include within it with the remainder of the 28-month TCE term non-exclusive allowing fee owner's use of the TCE area to the extent it does not interfere with any Project construction activities.

#### Section 4.

(a.) The acquisition of the above-described Property Interests is necessary for the development, construction, operation, and maintenance of the Whittier Boulevard/Painter Avenue Intersection Improvement Project ("Project");

(b.) The Project Approval and Environmental Document (PAED) Phase of the project was approved by the City of Whittier in March 2018 (ED) and Caltrans in June 2018 (PA). A Mitigated Negative Declaration (MND) was prepared pursuant to the California Environmental Quality Act (CEQA).

(c.) Accordingly, LACMTA has fulfilled the necessary statutory prerequisites to acquire the Property by eminent domain.

#### Section 5.

The Board hereby declares that it has found and determined each of the following:

(a.) The public interest and necessity require the proposed Project;

(b.) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c.) The Property sought to be acquired, which has been described herein, is necessary for the proposed Project;

(d.) The offer required by Section 7267.2 of the Government Code has been made to the Owner; and said offer was transmitted together with the accompanying statement of, and summary of the basis for, the amount established as just compensation, which offers and accompanying statements/summaries were in a form and contained all of the factual disclosures provided by Government Code Section 7267.2(a).

#### Section 6.

Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

#### Section 7.

That notice of intention to adopt this resolution was given by first class mail to each person whose Property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Board on the matters contained herein and each person whose property is to be acquired by eminent domain was given an opportunity to be heard.

#### Section 8.

Legal Counsel is hereby authorized and directed to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Property Interests described above by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of said Property in accordance with the provisions of the eminent domain law and is directed that the total sum of probable just compensation be deposited with the State Treasurer or the Clerk of the Superior Court. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property Interest, and, with the concurrence and approval of LACMTA Staff, to make minor adjustments to the scope and descriptions of easements or other Property to be acquired in order to ameliorate any claims for severance damages.

Counsel is further authorized to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary actions to complete the acquisition, including stipulations as to judgment and other matters, and causing all payments to be made. If settlement cannot be reached, Counsel is authorized to proceed to resolve the proceedings by means of jury trial. Counsel is further authorized to associate with, at its election, a private law firm for the preparation and prosecution of said proceedings.

I, COLLETTE LANGSTON, Board Clerk of the Los Angeles County Metropolitan Transportation Authority, do hereby certify that the foregoing Resolution was duly and regularly adopted by a vote of two-thirds of all the members of the Board of the Los

Angeles County Metropolitan Transportation Authority at a meeting held on the 23rd day of March 2023.

\_\_\_\_\_  
COLLETTE LANGSTON  
LACMTA Board Clerk

Date: \_\_\_\_\_

**ATTACHMENTS**

Exhibit - A-4--Legal Description

Exhibit - B-4 --Plat Map

LEGAL DESCRIPTION

EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
(APN 8142-033-069)

PARCEL 81784-1

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 09-003, IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED JUNE 1, 2009 AS INSTRUMENT NO. 20090811856, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE NORTHWEST LINE OF SAID PARCEL 2 WITH THE NORTHEAST LINE OF WHITTIER BOULEVARD, SAID NORTHEAST LINE BEING PARALLEL WITH AND DISTANT 43 FEET FROM THE CENTERLINE OF SAID WHITTIER BOULEVARD, THENCE NORTHEASTERLY ALONG SAID NORTHWEST LINE OF PARCEL 2, NORTH 33°58'48" EAST, A DISTANCE OF 20.59 FEET;

THENCE LEAVING SAID NORTHWEST LINE, SOUTH 56°02'59" EAST, 11.20 FEET;  
THENCE SOUTH 33°57'01" WEST, 20.59 FEET TO SAID NORTHEAST LINE OF WHITTIER BOULEVARD;  
THENCE ALONG SAID NORTHEAST LINE, NORTH 56°00'48" WEST, 11.21 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 231 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


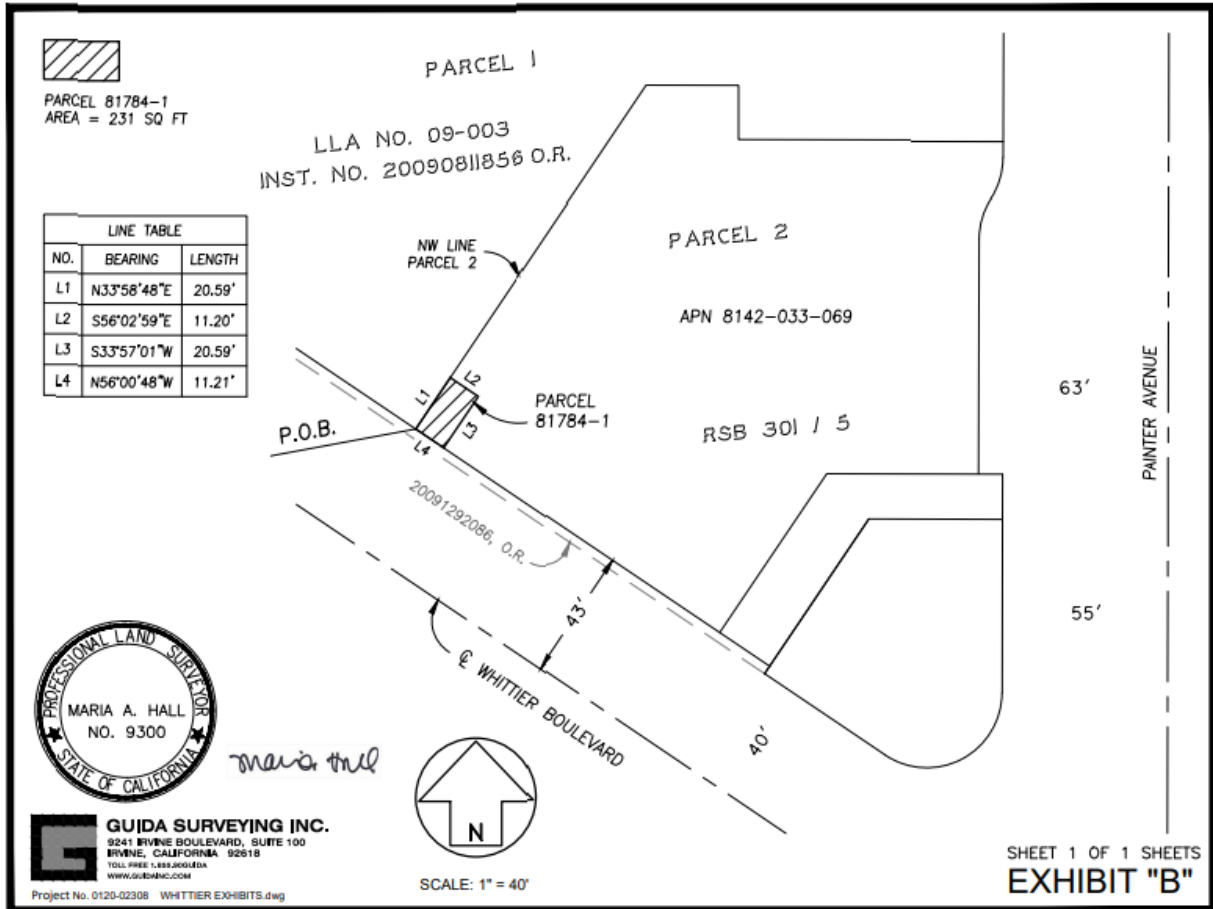
  
\_\_\_\_\_  
7/7/2021  
Maria Hall, PLS 9300



EXHIBIT "B-4"

PLAT MAP



**RESOLUTION OF THE  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC  
PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF THROUGH THE  
EXERCISE OF EMINENT DOMAIN  
WHITTIER BOULEVARD/PAINTER AVENUE INTERSECTION IMPROVEMENT  
PROJECT ("PROJECT") APN: 8142-033-070 CPN: 81785-1**

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS ("BOARD") HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1.

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA") is a public entity organized and existing pursuant to Chapter 2 of Division 12 of the California Public Utilities Code (commencing with Section 130050).

Section 2.

The property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Board to acquire property by eminent domain by California Public Utilities Code Sections 30000-33027, inclusive, and particularly Section 30503 and 30600, Sections 130000-132650, inclusive, and particularly Sections 130051.13 and 130220.5, Code of Civil Procedure Sections 1230.010-1273.050, inclusive, and particularly Sections 1240.510 and 1240.610, and Article I, Section 19 of the California Constitution.

Section 3.

The property interest consists of the acquisition of a 28-month Temporary Construction Easement ("TCE"), as described more specifically in the legal description (Exhibits "A-5") and depicted in the plat map (Exhibit "B-5"), (hereinafter, the "Property Interest").

The TCE consists of the following:

The TCE identified as CPN 81785-1 contains ±60 square feet and is located on the irregularly shaped parcel's Whittier Blvd frontage. It is required to provide access to the contractor for sidewalk improvements and installation of drainage features within the Caltrans right-of-way. The TCE has an exclusive use Construction Period of 4 to 6 days (no longer than 2 months). Improvements within the TCE area will either be protected in place or replaced in kind.

The term for the TCE shall have a duration up to twenty-eight (28) months. The TCE is scheduled to commence upon the Project Right of Way Certification or as soon thereafter as agreed by the underlying fee owner or ordered by the Court, but in all events will automatically expire no later than June 19, 2026. The TCE term shall include within it with the remainder of the 28-month TCE term non-exclusive allowing fee owner's use of the TCE area to the extent it does not interfere with any Project construction activities.

#### Section 4.

(a.) The acquisition of the above-described Property Interests is necessary for the development, construction, operation, and maintenance of the Whittier Boulevard/Painter Avenue Intersection Improvement Project ("Project");

(b.) The Project Approval and Environmental Document (PAED) Phase of the project was approved by the City of Whittier in March 2018 (ED) and Caltrans in June 2018 (PA). A Mitigated Negative Declaration (MND) was prepared pursuant to the California Environmental Quality Act (CEQA).

(c.) Accordingly, LACMTA has fulfilled the necessary statutory prerequisites to acquire the Property Interest by eminent domain.

#### Section 5.

The Board hereby declares that it has found and determined each of the following:

(a.) The public interest and necessity require the proposed Project;

(b.) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c.) The Property sought to be acquired, which has been described herein, is necessary for the proposed Project;

(d.) The offer required by Section 7267.2 of the Government Code has been made to the Owner; and said offer was transmitted together with the accompanying statement of, and summary of the basis for, the amount established as just compensation, which offers and accompanying statements/summaries were in a form and contained all of the factual disclosures provided by Government Code Section 7267.2(a).

#### Section 6.

Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property is already devoted.

#### Section 7.

That notice of intention to adopt this resolution was given by first class mail to each person whose Property is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Board on the matters contained herein and each person whose property is to be acquired by eminent domain was given an opportunity to be heard.

#### Section 8.

Legal Counsel is hereby authorized and directed to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Property Interests described above by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of said Property in accordance with the provisions of the eminent domain law and is directed that the total sum of probable just compensation be deposited with the State Treasurer or the Clerk of the Superior Court. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property Interest, and, with the concurrence and approval of LACMTA Staff, to make minor adjustments to the scope and descriptions of easements or other Property to be acquired in order to ameliorate any claims for severance damages.

Counsel is further authorized to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary actions to complete the acquisition, including stipulations as to judgment and other matters, and causing all payments to be made. If settlement cannot be reached, Counsel is authorized to proceed to resolve the proceedings by means of jury trial. Counsel is further authorized to associate with, at its election, a private law firm for the preparation and prosecution of said proceedings.

I, COLLETTE LANGSTON, Board Clerk of the Los Angeles County Metropolitan Transportation Authority, do hereby certify that the foregoing Resolution was duly and regularly adopted by a vote of two-thirds of all the members of the Board of the Los



Angeles County Metropolitan Transportation Authority at a meeting held on the 23rd day of March 2023.

\_\_\_\_\_  
COLLETTE LANGSTON  
LACMTA Board Clerk

Date: \_\_\_\_\_

**ATTACHMENTS**

Exhibit - A-5--Legal Description

Exhibit - B-5 --Plat Map

LEGAL DESCRIPTION

EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
(APN 8142-033-070)

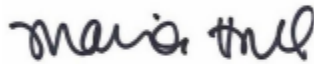
PARCEL 81785-1

THE SOUTHWESTERLY 3.00 FEET OF PARCEL 3 OF LOT LINE ADJUSTMENT NO. 09-003, IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED JUNE 1, 2009 AS INSTRUMENT NO. 20090811856, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 60 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

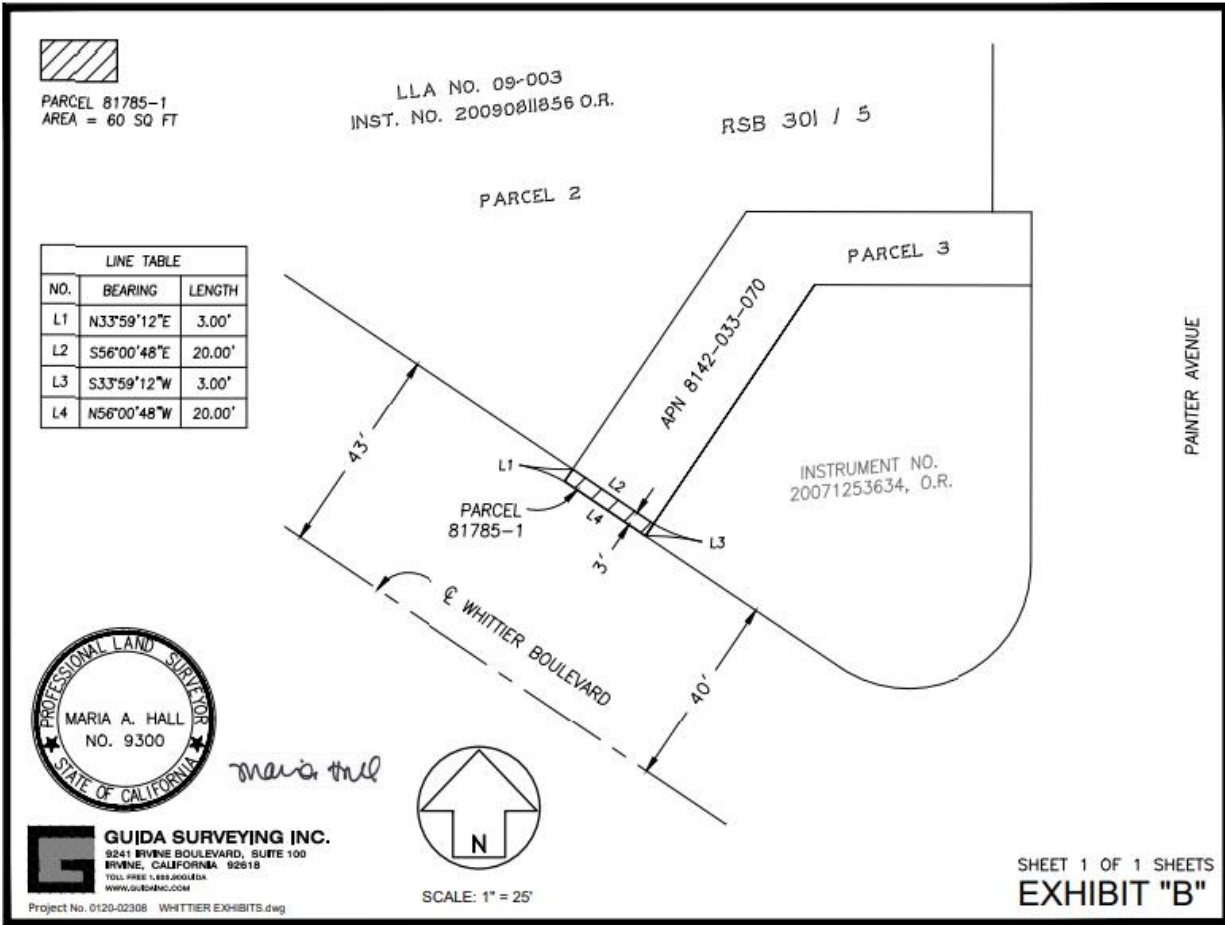
  
7/7/2021

Maria Hall, PLS 9300



EXHIBIT "B-5"

PLAT MAP



[JC1]

Hearing to Adopt Resolutions of Necessity

Whittier Boulevard/Painter Avenue Intersection  
Improvement Project

Board Meeting March 23, 2023

Item # 2023-0087

# Hearing to Adopt Resolution of Necessity: Whittier Boulevard/Painter Avenue Intersection Improvement Project

## Project:

- Will improve mobility, relieve congestion, and address deficiencies including inadequate truck turn paths and noncompliant Americans with Disabilities Act (ADA) facilities at the Painter Avenue Intersection on Whittier Boulevard (State Route 72) in the City of Whittier.

## Property Impacts:

- Temporary Construction Easements (TCE's): 28-month TCE's are required for the reconstruction of existing curbs, sidewalks and installation of sidewalk and drainage features.

<u>Property Locations:</u>	<u>CPN</u>	<u>Purpose</u>	<u>Property Interest(s)</u>
• 13127 Whittier Blvd, Whittier, CA, APN:8141-033-006	81781-1	Construction and operation	28-month TCE
• 13205 Whittier Boulevard Whittier, CA, APN:8142-033-052	81782-1	Construction and operation	28-month TCE
• 13241 Whittier Boulevard, Whittier, CA, APN:8142-033-068	81783-1,2	Construction and operation	28-month TCE
• 13301 Whittier Blvd, Whittier, CA, APN:8142-033-069	81784-1	Construction and operation	28-month TCE
• 8421 Painter Avenue, Whittier, CA, APN:8142-033-070	81785-1	Construction and operation	28-month TCE

## Relocation Impacts:

- Project impacts will not create a displacement

# Hearing to Adopt Resolutions of Necessity: Whittier Boulevard/Painter Avenue Intersection Improvement Project

## PROJECT PARCELS OVERVIEW

### LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- STATE R/W
- CITY R/W
- PARCEL BOUNDARY



**RIGHT OF WAY REQUIREMENTS  
PAINTER AVENUE**

# Hearing to Adopt Resolutions of Necessity. Whittier Boulevard/Painter Avenue Intersection Improvement Project

Staff recommends the Board make the below findings and adopt the Resolutions of Necessity:

- The public interest and necessity require the proposed Project;
- The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- The Property sought to be acquired, which has been described herein, is necessary for the proposed Project;
- The offer required by Section 7267.2 of the Government Code has been made to the Owner; and
- Whether the statutory requirements necessary to acquire the property or property interest by eminent domain have been complied with by LACMTA.



**Board Report**

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**File #:** 2023-0193, **File Type:** Minutes

**Agenda Number:** 2.

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**REGULAR BOARD MEETING  
MARCH 23, 2023**

**SUBJECT: MINUTES**

**RECOMMENDATION**

APPROVE Minutes of the Regular Board Meeting held February 23, 2023.





OFFICE OF THE MAYOR

February 22, 2023

Honorable Ara J. Najarian  
Chair, Metro Board  
One Gateway Plaza  
Los Angeles, CA 90012  
Via E-mail

**Re: Support of Board Item 5, New SR-710 Mobility Improvement Projects**

Honorable Chair Najarian and Members of the Board:

On behalf of the City of Pasadena, I would like to express my support of the Metro staff recommendation for funding of the identified Measure R MIP projects.

At our meeting of September 19, 2022, the City Council reviewed a list of projects that the Pasadena Department of Transportation proposed to be included in the City's State Route (SR) 710 Measure R Mobility Improvement Project (MIP) funding request to the Los Angeles Metropolitan Transportation Authority (Metro), in lieu of the Metro L Line grade separation at California Boulevard. After receiving public comments, the City Council unanimously approved a motion to authorize the Mayor to submit a project list to Metro with twelve proposed priority projects to be carried out in-lieu of the Metro L Line California Boulevard Grade Separation Project, to significantly improve mobility in the region and enhance various modes of transportation.

The recommended nine projects advance the City's goal of improving safety for all road uses, including motorists, pedestrians, and cyclists. Consistent with the purpose of the SR 710 Measure R MIP program, the proposed projects effectively and efficiently accommodate regional and local north south travel demands in the study area while

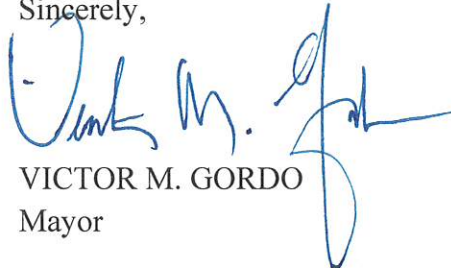
providing bus infrastructure improvements, bikeway improvements and pedestrian improvements.

The City of Pasadena appreciates the collaborative process that was undertaken by Metro staff to review the prioritized project list and recommend projects for the reallocation of Measure R MIP funding from the previously awarded Metro L Line California Boulevard Grade Separation Project. In addition, we support the language included in the staff report that preserves the balance of \$49.1 million in Measure R MIP funds for the City of Pasadena. This will allow the City to return at a future date to request the remaining funds to be allocated to previously submitted projects, or to submit for consideration new projects that address mobility along the 710 corridor.

The City of Pasadena looks forward to working with Metro staff in a collaborative process to implement these projects in an effective manner, thereby reducing traffic congestion in the SR-710 corridor and enhancing mobility for all users.

If you have any questions or comments, please feel free to contact Ms. Laura Rubio-Cornejo, Director of Transportation at [lcornejo@cityofpasadena.net](mailto:lcornejo@cityofpasadena.net) or at (626) 744-6450.

Sincerely,

A handwritten signature in blue ink, appearing to read "Victor M. Gordo". The signature is stylized and includes a large flourish at the end.

VICTOR M. GORDO  
Mayor

VG: js

cc: Stephanie Wiggins, CEO, Metro  
Ray Sosa, Deputy Chief Planning Officer, Metro  
Ernesto Chaves, Deputy Executive Officer, Complete Streets & Highways Group, Metro  
Michelle Smith, Project Manager, Complete Streets & Highways Group, Metro  
Miguel Márquez, City Manager, Pasadena  
Laura Rubio-Cornejo, Director of Transportation, Pasadena



February 22, 2023

Metro Board of Directors  
One Gateway Plaza  
Los Angeles, CA 90013

**RE: Item #5 - New 710-N Projects - Support Safer Crosswalks & other Multimodal, Multi-benefit Projects**

Dear Metro Board Members and Staff,

As community-based organizations and stakeholders committed to improving the health and well-being of community members of Los Angeles County, **we strongly support Metro investments**

**in safer, healthier, multimodal transportation improvements, especially projects to improve walkability and pedestrian safety.**

In February 2022 the Metro Board approved a motion to clarify eligible uses for SR-710 North Mobility Improvement Projects funds. Motion 35 unequivocally stated that local pedestrian, transit, and bicycle improvements are eligible. Two corridor cities subsequently submitted updated, multi-modal project requests, recognizing that when Metro funding is used on local streets, it impacts all roadway users.. **We commend agency staff for recommending funding for these multimodal, multi-benefit projects.** However, **one transformative pedestrian project was notably missing from the staff list**, a request from the City of Pasadena to install high-visibility, ‘continental’ crosswalks across their section of the corridor.



On left, “standard” crosswalk striping; on right, high-visibility “continental” crosswalk striping  
Renderings courtesy of NACTO.org

**Upgrading crosswalk design from ‘standard’ to high-visibility ‘continental’ is an impactful and deserving Mobility Improvement Project.** Submitted by Pasadena’s Department of Transportation and strongly supported by community members, the proposed upgrade of crosswalks at 100 intersections within the SR-710 northern stub corridor would positively impact the lives of tens of thousands of Pasadena residents as well as improve walking conditions for hundreds of thousands of people who visit Pasadena each year. The project could be completed in a matter of months – not years – providing immediate safety benefits at a time when serious collisions involving people walking are reaching an all time high.

**According to the Federal Highway Administration, [high-visibility crosswalks are a “Proven Safety Countermeasure”](https://highways.dot.gov/safety/proven-safety-countermeasures/crosswalk-visibility-enhancements) that can reduce pedestrian injury crashes up to 40%.<sup>1</sup>** The Metro Active Transportation Strategic Plan includes such “enhanced crosswalks” as a key component in supporting safe mobility; and high-visibility crosswalks are frequently used to enhance safety and access to Metro’s own facilities. This safety benefit is especially important for the most vulnerable road users - including older adults, children, and persons with mobility impairments - who are disproportionately at risk while walking in Los Angeles County, and as recognized by the Metro Board.

<sup>1</sup>Crosswalk Visibility Enhancements U.S. Department of Transportation logoU.S. Department of Transportation Federal Highway Administration FHWA-SA-21-049  
<https://highways.dot.gov/safety/proven-safety-countermeasures/crosswalk-visibility-enhancements>

**Los Angeles County voters overwhelmingly support pedestrian safety projects.** In Spring 2016, polling of voters prior to the passage of Measure M found greater support for repairing sidewalks than any other local improvement. Specifically:

- 83% favored using funds from the measure to make it easier and safer for children to walk or bike to schools.
- 81% favored using ballot measure funds to improve crosswalks so they are safer for pedestrians.
- 74% favor using ballot measure funds for fixing sidewalks, including more street trees, benches, wider sidewalks, lighting, and more separation from cars.

Even a decade ago – when local streets were statistically far safer to cross on foot – County residents underlined strong support for pedestrian safety improvements. [A countywide field survey in 2013 by the Los Angeles County Department of Public Health](#) found 88% of respondents in favor of installing new and repairing existing sidewalks, and 83% increasing the availability of crosswalks and street lighting.<sup>2</sup>

**Details such as what qualifies as a pedestrian improvement project may appear minor but are incredibly important.** The number of injury-causing and fatal collisions involving pedestrians has increased significantly in the US in the past decade, while other developed countries have made significant progress in reducing pedestrian deaths<sup>3</sup>; in Los Angeles County traffic crashes remain the number one cause of premature death for children aged 5-14, and number two cause for children 1-4, young adults 15-24, and adults 25-44.<sup>4</sup>

We will never meet our climate action goals unless we make it easier to walk, and reduce how much we drive. Individual and commercial vehicles are responsible for over 50% of all greenhouse gas emissions in the state of California when one accounts for emissions related to the extraction, processing, and distribution of oil; vehicle electrification alone will not be sufficient to meet our goals, according to the CA Air Resources Board.<sup>5</sup> Vehicle trips are also the main source of air pollution in southern California, one of the most polluted regions in the United States.

Fortunately, almost half of all non-work trips in southern California are 3 miles or less in distance. As local cities focus new housing in downtown districts and around high-quality transit, we have an obligation to help replace more vehicle trips with walking trips. Short-, medium-, and long-term pedestrian improvements are critical to meeting this growing need.

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<sup>2</sup> Los Angeles County Department of Public Health. "Active Transportation and the Built Environment" <https://investinginplace.files.wordpress.com/2015/02/dph-activetranspbuiltenviroment.pdf>

<sup>3</sup> Road Safety Annual Report 2020: United States <https://www.itf-oecd.org/sites/default/files/united-states-road-safety.pdf>

<sup>4</sup> Los Angeles County Department of Public Health, Mortality in Los Angeles County. <http://publichealth.lacounty.gov/dca/data/documents/mortalityrpt12.pdf>

<sup>5</sup> CA Air Resources Board. "2018 Progress Report - California's Sustainable Communities and Climate Protection Act." Page 28. <https://ww2.arb.ca.gov/resources/documents/tracking-progress>

**Agenda Item 5 is largely a step in the right direction. The undersigned request that the Metro Board 1) again clarify that safer crosswalk design is an eligible use of funding, and 2) specifically allow funding of Pasadena’s request to implement new, high-visibility, “Continental” crosswalks at 100 intersections through the SR-710 N program.**

Thank you,

James Rojas  
Founder  
**Latino Urban Forum**

Caro Jauregui  
Co-Executive Director  
**California Walks**

David Levitus  
Executive Director  
**LA Forward**

Michael Schneider  
CEO  
**Streets for All**

Cynthia Rose & Cris Gutierrez  
Co-Chairs  
**Santa Monica Safe Streets Alliance**

Jose Zavala  
President  
**Aztlan Athletics Foundation**

Kevin Shin  
Deputy Director  
**Bike LA**

Heng Lam Foong  
Co Director  
**Asian Pacific Islander Forward Movement**

Jessica Meaney  
Executive Director  
**Investing in Place**

Christy Zamani  
Executive Director  
**Day One**

David Diaz  
Executive Director  
**ActiveSGV**

Stuart Wood PhD  
Executive Director  
**Sustainable Claremont**

Cynthia Rose  
Director  
**Santa Monica Spoke**

Carter Rubin  
Senior Transportation Lead  
**Natural Resources Defense Council**

Bryn Lindblad  
Deputy Director  
**Climate Resolve**

Liz Schiller  
Volunteer Organizer  
**Pasadena Complete Streets Coalition**

Tori Kjer  
Executive Director  
**Los Angeles Neighborhood Land Trust**

Damian Kevitt  
Executive Director  
**Streets Are For Everyone**

Eli Lipmen  
Executive Director  
**Move LA**

Marissa Ayala  
Policy and Advocacy Coordinator  
**ACT LA**

**February 2023 RBM Public Comments – Item 5**

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 2:04 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

I also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

- Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.
- Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, I urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
Pasadena resident



**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 2:09 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members, I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena. We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list: Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis. Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl. Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link. Thank you,

[REDACTED]

From: [REDACTED]  
Sent: Monday, February 20, 2023 2:35 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

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Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
Sent from my iPhone  
[REDACTED]

**From:** [REDACTED]

**Sent:** Monday, February 20, 2023 2:39 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I work at JPL in Pasadena and bike into work everyday.

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

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Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

From: [REDACTED]  
Sent: Monday, February 20, 2023 2:43 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,  
[REDACTED]  
Resident

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 2:49 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena. We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list: Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis. Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl. Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 2:50 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members, I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena. We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list: Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis. Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl. Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link. Thank you,

**From:** [REDACTED]

**Sent:** Monday, February 20, 2023 2:51 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Agenda Item #5 - I support!

Metro Board Members,

I support staff's recommendations for the New SR-710 North Mobility Improvement Projects.

The Greenways Bike Boulevards and Complete Streets improvements will really improve Pasadena.

However, we should also be funding the Continental Crosswalk Implementation and Arroyo Link both will greatly improve pedestrian safety, multi-modal connectivity, and get people out in the streets, really creating amazing spaces.

Thank you,

[REDACTED]  
[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 2:54 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am a bit bias, but I think Los Angeles is the best place to live in the U.S. Of course, what would make LA truly rise above the rest, would be an easier way to get around.

Therefore, I am delighted to hear about the Staff's recommendations for **Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects**, especially the **Greenways Bike Boulevards and Complete Streets improvements**. I fully support this recommendation. As a Pasadena resident, I have seen the streets be occupied by more and more bicyclists each year! Expanding the Greenways will only add to the ridership and increase their safety (and car safety too!)

Due to the increase of bicyclists on the street, a movement towards walkable cities, and the beautiful scenery Pasadena has to offer, I would also ask the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

**Continental Crosswalk Implementation** – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

**Arroyo Link** – We must get started on this! Not just for the 2028 Olympics but for the overall wellness of Pasadena and Los Angeles County! The Rose Bowl is a crown jewel of not just Pasadena, but LA, CA, and even the U.S. This legendary venue not only attracts concerts, sports, and other events, but general fitness in the community. If residents and tourists alike were able to take the Gold (L Line) to Memorial Park station, and then walk to the Bowl, what an attraction that be. It would remove the friction (congested traffic, expensive parking fees, some people don't like taking shuttles...), and I think people would love to walk! The way you take the 6 train to Yankee Stadium in the Bronx generates excitement and comradery amongst strangers. It's a beautiful atmosphere to bring people together. LA and Pasadena would **thrive** with such infrastructure.

Again, we urge your support for staff's recommendations in **Agenda Item #5**, as well as **Continental crosswalks** and the **Arroyo Link**.

Thanks very much.

Go Metro!

Best,

[REDACTED]



**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 2:58 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,  
[REDACTED]  
South Pasadena resident

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 2:59 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena. We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

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Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,  
[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 3:20 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements.

The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena. We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

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Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link. Thank you,

--

[REDACTED]

Sent from my mobile!

[REDACTED]

Pronouns: he/him/his

From: [REDACTED]  
Sent: Monday, February 20, 2023 3:37 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

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Again, I urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
Cyclist, pedestrian, driver, mother, and resident of Pasadena

From: [REDACTED]  
Sent: Monday, February 20, 2023 4:12 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

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Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 4:12 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

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Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]

From: [REDACTED]  
Sent: Monday, February 20, 2023 4:17 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

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Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

Warm Regards,  
[REDACTED]

From: [REDACTED]  
Sent: Monday, February 20, 2023 4:20 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

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Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,



**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 4:22 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

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- Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 4:51 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

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Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]

**Sent:** Monday, February 20, 2023 5:12 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

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Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**Sent:** Monday, February 20, 2023 5:41 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Agenda item #5, "New SR-710 North Mobility Improvement Projects.'

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

██████████  
██████████

From: [REDACTED]  
Sent: Monday, February 20, 2023 5:54 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Sent from my iPhone

From: [REDACTED]  
Sent: Monday, February 20, 2023 5:57 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,  
[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 6:04 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

best regards

[REDACTED]

**From:** [REDACTED]

**Sent:** Monday, February 20, 2023 6:35 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

My name is Edward Gonzales. I am an engineer that believes in the promise of human connections as much as that of science and technology. We need to make those connections safe and appealing for just that: humans, and not cars.

That is why I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]



**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 6:55 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members, I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena. We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list: Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis. Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl. Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link. Thank you,

From: [REDACTED]  
Sent: Monday, February 20, 2023 7:14 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

As someone who has never driven in my life & who has lived and/or worked in Pasadena for 12 years walking, taking buses, and using light rail - I can speak from experience to these safety measures being absolutely needed!

Sincerely,

[REDACTED]

From: [REDACTED]  
Sent: Monday, February 20, 2023 7:15 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 7:20 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED] >  
**Sent:** Monday, February 20, 2023 7:26 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

As someone who would like to see better public health outcomes for our communities, I would like to see more projects that promote clean and safe, non-automobile transportation.

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena and surrounding areas.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

I urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]

From: [REDACTED]  
Sent: Monday, February 20, 2023 7:42 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 7:47 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Agenda item #5, "New SR-710 North Mobility Improvement Projects."

Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will allow me to ditch my car for most of my errands which will save me a measurable amount of money in gas and effort when considering parking, etc. Let alone actually making it safe for when I do bike.

Continental Crosswalk Implementation also something that would greatly positively impact my life and that of my family and friends. It just is not very safe to walk in Pasadena today save for a few streets.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 7:55 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]



From: [REDACTED]  
Sent: Monday, February 20, 2023 8:01 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 8:09 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]

From: [REDACTED]  
Sent: Monday, February 20, 2023 8:45 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]

Sent from my cell

**From:** [REDACTED]

**Sent:** Monday, February 20, 2023 8:53 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]

**Sent:** Monday, February 20, 2023 8:57 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I DO NOT SUPPORT Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements.

Thank you,

[REDACTED]

From: [REDACTED]  
Sent: Monday, February 20, 2023 9:36 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

As a parent of a child in a Pasadena preschool and a former resident, I've been following the SR-710 North Mobility Improvement Projects closely. When I learned of Metro staff's recommendations to eliminate the Continental Crosswalk and Arroyo Link components, I was frankly shocked – these are the kind of common-sense improvements that anyone invested in giving Pasadena residents and visitors car-free options can understand. With that in mind, I heartily agree with Pasadena Complete Streets Coalition's message below.

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 9:36 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** 2/23 Meeting Agenda item #5, "New SR-710 North Mobility Improvement Projects."

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]

**From:** [REDACTED]

**Sent:** Monday, February 20, 2023 9:51 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]



**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 10:07 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 10:19 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

I also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, I urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 20, 2023 10:29 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 12:07 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]



Shaping the future of international education

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*International Liaison Officer*

[REDACTED]  
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Schipholweg 113 | 2316 XC Leiden | The Netherlands

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*The purpose of CIS is to promote international and intercultural understanding, collaboration and support through the activities of Members.*



**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 1:44 AM

**To:** Board Clerk <BoardClerk@metro.net>; Rivas, Jessica <jerivas@cityofpasadena.net>; Betty Sword <bettysword100@gmail.com>; kathryn@bos.lacounty.gov <kathryn@bos.lacounty.gov>  
<kathryn@bos.lacounty.gov>

**Cc:** victor@victorgordofor mayor.com

**Subject:** Opposition for Agenda Item #5 On the MTA Agenda-Regarding the proposed funding for the El Molino Project Pasadena CA

Honorable Members of the MTA Board,

I am writing to oppose proposed funding for the poorly planned so-called "active transportation" project on El Molino in Pasadena, as it has not received any public notice or review by the neighborhoods impacted.

This action proposes expensive and in some cases highly questionable purported "safety" improvements, with no real data to suggest that this represents any real solution to any real and/or perceived traffic safety problem on El Molino.

The planning decisions of the Transportation Department of the City of Pasadena seem to be done largely in secret from the public, with little or no public involvement on the purported issues with El Molino by the neighborhoods to be impacted. And taxpayer money should not be thrown around willy nilly on projects without a sound professional basis and proper public outreach.

It is sad to see that the public affected by these kinds of expensive and intrusive traffic measures, which may have significant consequences and impacts for those neighborhoods, is not even consulted or asked to provide input on such matters by the City of Pasadena.

We now have infrequent rail frequencies, and downright terrible local bus transit service, after MTA making major cutbacks to our local bus services. Meanwhile many citizens, and retired transit professionals like me, see money is being spent willy nilly on questionable and poorly planned "active transportation" measures like this, without justification or adequate public input.

Start focusing on MTA's core missions, and start by restoring our bus services, and make Cities do proper public participation in planning measures which impact their neighborhoods..

[REDACTED]  
[REDACTED]  
[REDACTED]

Sent from [Mail](#) for Windows

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 7:00 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]  
[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 7:49 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members, I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

I also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list: Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis. Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, I urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 8:19 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Agenda item #5, "New SR-710 North Mobility Improvement Projects"

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]



From: [REDACTED]  
Sent: Tuesday, February 21, 2023 8:51 AM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

Sent from my iPhone

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 8:55 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Pasadena Complete Streets Coalition supports Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing on behalf of the Pasadena Complete Streets Coalition, an all volunteer run organization that has a collective audience of over 6,000 individuals who care deeply about safe, sustainable streets in Pasadena. Our organization supports the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards. These are all excellent community-supported projects, and the Greenways in particular will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

The project list overall represents an excellent balance, as it includes projects which directly benefit the area most affected by the 710 and projects which will move Pasadena forward on its larger goals of being a city where people can get around without cars and which is responsive to our need to decarbonize and improve resilience in the face of climate change.

We ask the Planning and Program Committee to re-evaluate staff's recommended denial of funding for the following projects:

**Continental Crosswalk Implementation** – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis. According to the California Office of Traffic Safety (OTS) Crash Rankings, Pasadena has consistently ranked as having some of the highest numbers of injuries and fatalities (top 5) for pedestrians for the last decade among similar sized California cities. This grim statistic is particularly true for seniors in Pasadena. Continental crosswalks increase safety for pedestrians by drawing the attention of drivers. According to the Federal Highway Administration, they can reduce vehicle-pedestrian crashes by up to 40%. While Metro staff has termed this a "maintenance" project, the 100 proposed locations would be new to this type of crossing.

**Arroyo Link** – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl. We ask that the Committee use some of the uncommitted funds for planning efforts to help define the project for a future round of funding. Given the lead time of infrastructure projects, it is essential to support the City of Pasadena in this important first step to ensure that the project is in place by the time of the Olympics. It is a requirement of the International Olympic Committee that attendees be able to reach venues without driving.

Again, we urge your support for staff's recommendations in Agenda Item #5, with the above recommended amendments.

Thank you,

[REDACTED]  
On Behalf of the Pasadena Complete Streets Coalition

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 9:03 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,  
[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 9:08 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

From: [REDACTED]  
Sent: Tuesday, February 21, 2023 9:14 AM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

Sent from my iPhone

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 9:21 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 9:23 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation : This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link : This important pedestrian and cyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you for your time,

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 9:33 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing to support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

- Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.
- Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

There is no need for Pasadena to continue as one of the [most dangerous places to walk and bike in the state](#). We must act - and put our money behind it - to ensure there are no more needless injuries and deaths at the hands of our unsafe roads.

Again, I urge your support for staff's recommendations in Agenda Item #5 - 2022-0573 –New SR-710 North Mobility Improvement Projects, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

--

[REDACTED]

Learning Design and Technology  
Sport Management

Instructional Designer  
TrojanLearn  
Human Resources  
University of Southern California

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



From: [REDACTED]  
Sent: Tuesday, February 21, 2023 9:38 AM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

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Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

Sent from my iPhone

From: [REDACTED]  
Sent: Tuesday, February 21, 2023 9:43 AM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

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Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,  
[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 10:04 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov

**Subject:** Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 10:12 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** +FourthDistrict@bos.lacounty.gov; +doug.mensman@lacity.org; +dperry@lacbos.org;

KMacias@bos.lacounty.gov; Tim\_Sandoval@ci.pomona.ca.us; Daniel Rodman

<daniel.rodman@lacity.org>; firstdistrict@bos.lacounty.gov; jdupontw@aol.com;

kathryn@bos.lacounty.gov; lklipp@bos.lacounty.gov; ygharabedian@sgvcog.org

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members, As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor. The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena. Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking. Please support safer, 'continental' crosswalks for 100 intersections in Pasadena. Thank you, Theresa Destito, Pasadena, Ca

From: [REDACTED]  
Sent: Tuesday, February 21, 2023 10:15 AM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Cc: [Tim\\_Sandoval@ci.pomona.ca.us](mailto:Tim_Sandoval@ci.pomona.ca.us); [ygharabedian@sgvcog.org](mailto:ygharabedian@sgvcog.org); [kathryn@bos.lacounty.gov](mailto:kathryn@bos.lacounty.gov); [dperry@lacbos.org](mailto:dperry@lacbos.org); [firstdistrict@bos.lacounty.gov](mailto:firstdistrict@bos.lacounty.gov); [KMacias@bos.lacounty.gov](mailto:KMacias@bos.lacounty.gov); [doug.mensman@lacity.org](mailto:doug.mensman@lacity.org); Daniel Rodman <[daniel.rodman@lacity.org](mailto:daniel.rodman@lacity.org)>; [jdupontw@aol.com](mailto:jdupontw@aol.com); [lklipp@bos.lacounty.gov](mailto:lklipp@bos.lacounty.gov); [FourthDistrict@bos.lacounty.gov](mailto:FourthDistrict@bos.lacounty.gov)  
Subject: ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]  
South Pasadena and Pasadena Resident

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 10:37 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 10:39 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
Pasadena Resident 91103

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 10:43 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,



**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 10:48 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov  
**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

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Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 10:49 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a car-free constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 10:50 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 10:52 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; Macias, Karina <KMacias@bos.lacounty.gov>; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 10:54 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

From: [REDACTED]  
Sent: Tuesday, February 21, 2023 10:58 AM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Cc: [Tim\\_Sandoval@ci.pomona.ca.us](mailto:Tim_Sandoval@ci.pomona.ca.us); [ygharabedian@sgvcog.org](mailto:ygharabedian@sgvcog.org); [kathryn@bos.lacounty.gov](mailto:kathryn@bos.lacounty.gov); [dperry@lacbos.org](mailto:dperry@lacbos.org); [firstdistrict@bos.lacounty.gov](mailto:firstdistrict@bos.lacounty.gov); [KMacias@bos.lacounty.gov](mailto:KMacias@bos.lacounty.gov); [doug.mensman@lacity.org](mailto:doug.mensman@lacity.org); Daniel Rodman <[daniel.rodman@lacity.org](mailto:daniel.rodman@lacity.org)>; [jdupontw@aol.com](mailto:jdupontw@aol.com); [lklipp@bos.lacounty.gov](mailto:lklipp@bos.lacounty.gov); [FourthDistrict@bos.lacounty.gov](mailto:FourthDistrict@bos.lacounty.gov)  
Subject: ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 11:06 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** +FourthDistrict@bos.lacounty.gov; +doug.mensman@lacity.org; +dperry@lacbos.org;

KMacias@bos.lacounty.gov; Tim\_Sandoval@ci.pomona.ca.us; Daniel Rodman

<daniel.rodman@lacity.org>; firstdistrict@bos.lacounty.gov; jdupontw@aol.com;

kathryn@bos.lacounty.gov; lklipp@bos.lacounty.gov; ygharabedian@sgvcog.org

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members, As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor. The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena. Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking. Please support safer, 'continental' crosswalks for 100 intersections in Pasadena. Thank you,

From: [REDACTED]  
Sent: Tuesday, February 21, 2023 11:06 AM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]

My country is the world; my religion is to do good. - Thomas Paine



**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 11:18 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 11:19 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 11:38 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov  
**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 11:38 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

Below is an email put together by a coalition I follow. My personal note is, I would love a city that is safe for my kids to walk and ride their bikes and scooters in. It is so much better to be able to bike to the book store and grab some lunch, or bike to school. The streets feel dangerous right now.

###

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 11:49 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov  
**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

From: [REDACTED]  
Sent: Tuesday, February 21, 2023 11:51 AM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 11:54 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov  
**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,  
[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 12:01 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5, "New SR-710 North Mobility Improvement Projects."

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]



**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 12:42 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Agenda item #5, "New SR-710 North Mobility Improvement Projects"

Dear Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Best,

[REDACTED]  
[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 1:09 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

My name is Jonah Kanner. I work in Pasadena, and I ride my electric bike as my main form of transportation.

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways are critical for a safe biking network in the city, and are long overdue. **Please approve Item #5 on consent!**

In addition, I also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – Upgraded crosswalks are a simple way to improve mobility in the city..

Arroyo Link – Walking or biking from Old Pasadena to the Rose Bowl would be popular, fun, and provide a key link for the Olympic Games.

Please support for staff's recommendations in Agenda Item #5!

Thank you,

[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 1:35 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** %20Agenda Item #5 Comment - Please Support Safer, %20Continental%20Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, %20continental%20 crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, %20proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, %20continental%20 crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]

[Sent from Yahoo Mail on Android](#)

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 1:35 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 2:19 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov

**Subject:** Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 3:30 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I'm writing as a constituent who cares about road safety and infrastructure that helps battle climate change by making cars less needed.

Specifically, I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you!

Best,  
[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 3:31 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]

From: [REDACTED]  
Sent: Tuesday, February 21, 2023 3:33 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

Sent from my iPhone  
PRM



From: [REDACTED]  
Sent: Tuesday, February 21, 2023 3:39 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Cc: [Tim\\_Sandoval@ci.pomona.ca.us](mailto:Tim_Sandoval@ci.pomona.ca.us); [ygharabedian@sgvcog.org](mailto:ygharabedian@sgvcog.org); [kathryn@bos.lacounty.gov](mailto:kathryn@bos.lacounty.gov); [dperry@lacbos.org](mailto:dperry@lacbos.org); [firstdistrict@bos.lacounty.gov](mailto:firstdistrict@bos.lacounty.gov); [KMacias@bos.lacounty.gov](mailto:KMacias@bos.lacounty.gov); [doug.mensman@lacity.org](mailto:doug.mensman@lacity.org); Daniel Rodman <[daniel.rodman@lacity.org](mailto:daniel.rodman@lacity.org)>; [jdupontw@aol.com](mailto:jdupontw@aol.com); [lklipp@bos.lacounty.gov](mailto:lklipp@bos.lacounty.gov); [FourthDistrict@bos.lacounty.gov](mailto:FourthDistrict@bos.lacounty.gov)  
Subject: ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]

From: [REDACTED]  
Sent: Tuesday, February 21, 2023 3:52 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

Sent from my iPhone  
PRM

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 4:32 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

From: [REDACTED]  
Sent: Tuesday, February 21, 2023 5:00 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Cc: [Tim\\_Sandoval@ci.pomona.ca.us](mailto:Tim_Sandoval@ci.pomona.ca.us); [ygharabedian@sgvcog.org](mailto:ygharabedian@sgvcog.org); [kathryn@bos.lacounty.gov](mailto:kathryn@bos.lacounty.gov); [dperry@lacbos.org](mailto:dperry@lacbos.org); [firstdistrict@bos.lacounty.gov](mailto:firstdistrict@bos.lacounty.gov); [KMacias@bos.lacounty.gov](mailto:KMacias@bos.lacounty.gov); [doug.mensman@lacity.org](mailto:doug.mensman@lacity.org); Daniel Rodman <[daniel.rodman@lacity.org](mailto:daniel.rodman@lacity.org)>; [jdupontw@aol.com](mailto:jdupontw@aol.com); [lklipp@bos.lacounty.gov](mailto:lklipp@bos.lacounty.gov); [FourthDistrict@bos.lacounty.gov](mailto:FourthDistrict@bos.lacounty.gov)  
Subject: ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer movement along the 710-N corridor. I live in and travel through the area with my young children frequently by foot, bike, public transportation, and car, and I care deeply about the safety and availability of all of these modes of transportation.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 5:16 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 6:02 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members, I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena. We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list: Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis. Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl. Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link. Thank you,

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 6:44 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

I also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Please support staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 6:59 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** +FourthDistrict@bos.lacounty.gov; +doug.mensman@lacity.org; +dperry@lacbos.org;

KMacias@bos.lacounty.gov; Tim\_Sandoval@ci.pomona.ca.us; Daniel Rodman

<daniel.rodman@lacity.org>; firstdistrict@bos.lacounty.gov; jdupontw@aol.com;

kathryn@bos.lacounty.gov; lklipp@bos.lacounty.gov; ygharabedian@sgvcog.org

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members, As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor. The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena. Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking. Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]  
[REDACTED]



**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 7:01 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements.

The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

- Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.
- Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link. Thank you,

Thank you,

[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 7:16 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 7:22 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

Below is a form letter, but i want to start with this: I am a serious pedestrian (and sometimes cyclist, but, man, talk about dangerous!!!!) in the City of Pasadena -- a serious pedestrian who knows many others like me -- and Every. Single. Day. we take our lives into our own hands. I count it as a good day when I don't nearly die due to drivers who run stop signs, red lights, make turns without looking. I have crossed streets wearing bright clothing. I have walked or run with a bright headlamp. I obey every traffic law for pedestrians, and when I'm using my bike, I follow all the rules of the road -- yet, cars don't. We've had more than a few recent pedestrian deaths in the neighborhood, and more will surely come.

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

**From:** [REDACTED]

**Sent:** Tuesday, February 21, 2023 7:55 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; firstdistrict@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; dperry@lacbos.org; lklipp@bos.lacounty.gov

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,  
Sent from [Mail](#) for Windows

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 8:12 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 8:24 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 9:24 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** 📧 Please Support Item #5 with Safer Crosswalks

Chair Najarian and Metro Board Members,

As a Pasadena resident and parent of young children, I am writing in support of the staff's recommendations for Item #5 – New SR-710 North Mobility Improvement Projects — with the addition of two projects:

**1) Continental Crosswalk Implementation** – This simple pedestrian safety project is shovel ready, and can help address Pasadena's pedestrian safety crisis.

**2) Arroyo Link** – This important multiuse path will create a direct link from the Memorial Park L Line Station to a 2028 Olympic Games venue, the Rose Bowl.

Thank you,

--

[REDACTED]  
[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 9:59 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]



**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 10:10 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, February 21, 2023 11:11 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

From: [REDACTED]  
Sent: Tuesday, February 21, 2023 11:44 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Support for Agenda Item #5

Chair Najarian and Metro Board Members,

I am writing in support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]  
[REDACTED]

Sent from my iPhone

**From:** [REDACTED]  
**Sent:** Wednesday, February 22, 2023 12:42 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Agenda item #5, "New SR-710 North Mobility Improvement Projects."

Chair Najarian and Metro Board Members,

I am writing to support of the staff's recommendations for Item #5 – 2022-0573 –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. Greenway additions will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena, in addition to offering environmental benefits in this urbanized landscape and increased wellbeing to residents.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis. From personal experience, Pasadena is a star among LA area communities for walkability; however, some junctions are missing which make pedestrian use a bit tedious. Lack of crosswalks at some spaces encourage jaywalking due to long detours to the nearest marked intersection.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl. Connectivity to transit stops for people using "alternative" transportation is critical infrastructure to make LA a more livable city, particularly as environmental and social concerns place additional stress on economies and communities in the near future. Using the motivation of the Olympic games is a fair choice, and the wisest decision would be to use the opportunity the Games provide to invest in the future of this region beyond the closing ceremonies.

Again, I urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you for your time,

[REDACTED]  
Cal Poly Pomona Masters in Landscape Architecture, 2024 (and Pasadena resident!)

**From:** [REDACTED]

**Sent:** Wednesday, February 22, 2023 7:31 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov

**Subject:** Comment - Agenda Item #5 - Please Support Safer, 'Continental' Crosswalks, the Arroyo Link, and other Multimodal improvements

Dear Metro Board Members,

As your constituent I care about the safety of our streets. I applaud staff for recommending projects that will result in safer multi-modal mobility along the 710 corridor.

These projects must include high-visibility, "continental" crosswalks at 100 intersections, as well as the Arroyo Link, a multi-use path connecting downtown Pasadena to the Arroyo Seco.

High-visibility crosswalks are a cost-effective, "**proven safety countermeasure**" that can be completed quickly. This is especially important given an unrelenting crisis in serious traffic collisions involving pedestrians.

The Arroyo Link connects downtown Pasadena with the Arroyo providing a safe walking and cycling connection from downtown to our most popular community destination, the Arroyo, home to parks, trails, open space, as well as a 2028 Olympic Venue.

**Please support safer, continental crosswalks for 100 intersections in Pasadena and the Arroyo Link.**

Thank you for your service to the community.

Sincerely,

[REDACTED]  
[REDACTED]

Sent from my iPhone

**From:** [REDACTED]  
**Sent:** Wednesday, February 22, 2023 10:53 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Cc:** info@pasadenacsc.org  
**Subject:** Agenda item #5, "New SR-710 North Mobility Improvement Projects."

**Chair Najarian and Metro Board Members,**

I am a resident of Pasadena and am writing in support of the staff's recommendations for Item #5 – 2022-0573 – New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena. I use my bicycle to commute around Pasadena and the surrounding area. The main deterrent to cycling is the risk of injury from cars as shown in this review: <https://www.tandfonline.com/doi/abs/10.1080/01441647.2022.2113570?journalCode=ttrv20>

**We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:**

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl. This project will need to be funded in preparation for the Olympic Games so getting a head start will be huge for the city.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]

**From:** [REDACTED]

**Sent:** Wednesday, February 22, 2023 3:43 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Cc:** Tim\_Sandoval@ci.pomona.ca.us; ygharabedian@sgvcog.org; kathryn@bos.lacounty.gov; dperry@lacbos.org; firstdistrict@bos.lacounty.gov; KMacias@bos.lacounty.gov; doug.mensman@lacity.org; Daniel Rodman <daniel.rodman@lacity.org>; jdupontw@aol.com; lklipp@bos.lacounty.gov; FourthDistrict@bos.lacounty.gov

**Subject:** ⚠️ Agenda Item #5 Comment - Please Support Safer, 'Continental' Crosswalks and other Multimodal improvements

Dear Chair Najarian and Metro Board Members,

As a constituent who cares deeply about the safety of our streets, I commend staff for recommending projects that will result in safer mobility along the 710-N corridor.

The proposed list can be strengthened further by including a basic but incredibly cost-efficient project: implementation of high-visibility, "continental" crosswalks at 100 intersections, as requested by the City of Pasadena.

Most intersections along the 710 corridor lack high-visibility crosswalks, leaving many of our most vulnerable neighbors at greater risk. High-visibility crosswalks are a cost-effective, "proven safety countermeasure" popular among registered voters that can be completed in the short-term. This is especially important given an ongoing crisis in serious traffic collisions involving people walking.

Please support safer, 'continental' crosswalks for 100 intersections in Pasadena.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Wednesday, February 22, 2023 4:45 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Agenda item #5, "New SR-710 North Mobility Improvement Projects."

Chair Najarian and Metro Board Members,

I am writing in support the staff's recommendations for Item #5 – [2022-0573](#) –New SR-710 North Mobility Improvement Projects, especially the Greenways Bike Boulevards and Complete Streets improvements. The Greenways will help create a much-needed safe network for bicyclists and other vulnerable road users in the City of Pasadena.

We also ask that the Metro Board direct staff to recommend funding as soon as possible for the following two projects that were eliminated from the Pasadena list:

Continental Crosswalk Implementation – This is a critical pedestrian safety project which is truly shovel ready, and can help address Pasadena's pedestrian safety crisis.

Arroyo Link – This important pedestrian and bicyclist project will create a direct link from the Memorial Park L Line Station and the soon to be constructed NoHo - Pasadena BRT Station to a 2028 Olympic Games venue, the Rose Bowl.

Again, we urge your support for staff's recommendations in Agenda Item #5, as well as Continental crosswalks and the Arroyo Link.

Thank you,

[REDACTED]



**Board Administration**

One Gateway Plaza  
MS:99-3-1  
Los Angeles, CA 90012  
Email: [BoardClerk@metro.net](mailto:BoardClerk@metro.net)

February 22, 2023

**RE: Item 19. Construction Committee Recommendation - East San Fernando Valley Light Rail Transit Line Project – ITEM NEEDS MORE CONSIDERATION**

Dear Metro Board of Directors and CEO Wiggins,

As you consider the recommendation from the Construction Committee to award a fixed price contract of \$30.9 M for Phase 1 of preconstruction services, establish a preconstruction budget for the project in the amount of \$496 M, please consider these points that are critical but often do not get discussed when negotiating to address and execute within the agreement of the existing contract:

1. Due to the light rail installation, our community in Pacoima will lose .08 miles of parking-protected (south bound) and buffer protected (northbound) bike lanes. The communities of Van Nuys and Panorama City will lose miles of planned bike lanes and impact the choice points of modality that our residents have.
2. We need mitigation for parking that will be lost. We have done many engagement activities around our communities and have found that losing parking is negatively impacting our residents. They need access to parking for their vehicles, this is high priority in our community.
3. Do not approve the design contract at this time. We would like to have a conversation with Metro around how we can do right by the community and think about where and how we can replace the bike lanes and parking that are getting removed.

**Considering these above 3 points, we ask Metro to:**

- A. **Do a supplemental study that looks at the existing bike lanes in Pacoima and planned (but will not be complete due this project) bike lanes in Van Nuys and Panorama City.** Create a comprehensive plan that outlines where those bike lanes will be relocated to so that our residents can still have the choice to get around using this environmentally conscious and cost-effective mode of transportation.
- B. **Do a supplemental study that looks at potential locations for more parking options.** Although we understand the push for greener modes of transportation, we need to find a middle ground where our communities needs are heard and are given the opportunity to transition into a new way of getting around. Being considerate of their needs is of highest priority to us and equally as important as putting in a new light rail system for their use.

Show the people of the Northeast San Fernando Valley your commitment to them. One measure of a region's priorities is how we invest (or not) in our public spaces, and in the services that make it possible for them to get to their destinations. If we are removing services, like parking and bike lanes, and putting in a light rail we are removing the modes that they have relied on for many years now. Transitions need to be dealt with care and thoughtful engagement with residents who have been here for many decades. People can't get ahead in life if they can't get around. If parking needs are not dealt

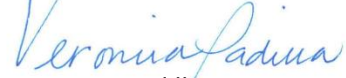
Making an impact at the grassroots level.

with delicately, it will set back our low-income residents even more with parking tickets, towed car expenses, and other fees that will come down the pipeline.

Transportation investments have the potential to strengthen or break our communities.

We hope to continue this partnership with you all and continue to engage our residents to hear their concerns and ideas for the future.

In partnership,



Veronica Padilla  
Executive Director

February 2023 RBM Public Comments – Item 28

**From:** [REDACTED]  
**Sent:** Wednesday, February 22, 2023 4:04 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item #28 Willow Station Homeless shelter

February 22, 2023

Re: Proposed homeless services hub at the Willow St. Station Long Beach,

Dear Board Members,

I am writing in opposition to the proposed homeless shelter and services in the parking lot of the Willow St. Metro station. This location is right next door to Jackie Robinson Academy, a K-8 school. The playground for the school is separated from the parking lot by a chain link fence. Veteran's Park directly to the north has had a homeless encampment along the eastern edge of the park for nearly two years that the City has not been able to permanently remove. Children's playground equipment was installed in the center of the park a few years ago although it doesn't get much use as parents are afraid to take their children to the park with so many homeless individuals there during the day and evening. The Wrigley Marketplace shopping center already has a high number of calls for police service and many mentally ill people wandering around the parking lot screaming and talking to themselves. The location of these services will only exacerbate this problem.

The same problems being experienced in downtown Long Beach such as in increase in crime, public health issues, and safety issues will only be moved north into the Wrigley neighborhood. Having 40-45 homeless people housed right next to a K-8 school and public park will only bring these problems to a different neighborhood. A better location might be the Metro service yard north of Wardlow Road, which has a greater separation from residential areas. Please pick a site that is not next to a school, park, or near a residential area.

Thank you

[REDACTED] [REDACTED]

**From:** [REDACTED]  
**Sent:** Wednesday, February 22, 2023 4:30 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Metro A (Blue Line) homeless hub proposal

Metro Board Members,

I am writing to voice my opposition to the possible location of a Homeless Services hub at the A Line Willow Street station. The proposed site is directly across the street from the Jackie Robinson Academy, a K-8 primary school. The Wrigley Marketplace shopping center to the south already is overrun with mentally disturbed individuals resulting in constant LBPD calls for service, and Veterans Park to the north has featured a small tent city since the onset of the Covid crisis. The rest of the neighborhood consists of residential housing. While I am sympathetic to the plight of the unhoused and feel that they have been neglected and swept aside for far too long, locating a services hub at the proposed site will further exacerbate an already unacceptable situation. I am aware of the impact on businesses and residents of downtown Long Beach, but to me this just seems to be another in a long series of actions whereby the unhoused are shuffled from one area to another in response to whomever has the loudest voice or most political clout. Our neighborhood already suffers from some of the worst air quality in the nation combined with a dearth of open/park space. Locating a hub, which past experience indicates will be understaffed and limited in hours of operation, is not an acceptable solution to the question of what to do when the trains return to base for the night. In conclusion I am requesting that you table this proposal while continuing to look for a better solution to this difficult problem.

Thank you for your review of my comments,

[REDACTED]  
20 year Wrigley neighborhood resident and home owner

**February 2023 RBM Public Comments – General Comment**

**From:** [REDACTED]  
**Sent:** Tuesday, January 31, 2023 4:31 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Please Reject Proposal for Electronic Billboards

To the Honorable Metro Board of Directors,

Please reject electronic billboards.

What a visual disaster this would be with flashing commercials all day and night on these huge billboards that would

affect anyone passing by or living nearby. Too much bright light all the time is not healthy for humans or wildlife. Furthermore, too many commercials are not healthy for our brains especially in youth.

Thank you

[REDACTED]

[REDACTED]

[REDACTED]

**From:** [REDACTED]  
**Sent:** Friday, February 10, 2023 2:10 PM  
**To:** Board Clerk <BoardClerk@metro.net>; mayor.helpdesk@lacity.org  
**Subject:** Increased Frequency and 24 hour Metro Subway Light Rail

Dear Mayor Bass and Metro Board Members,

I am writing to express my support for increasing the frequency of our metro lines and making the Metro Subways and Light Rail run 24/7. As a rider of the metro, I strongly believe that this change would provide numerous benefits for the community.

First and foremost, having 24/7 metro service would give people an alternative to taking an Uber when going out late at night. This would not only be more cost-effective, but it would also prevent people from drinking and driving, which is a major safety concern. Currently service slows down significantly in the evening and stops all together after midnight. However, bars close at 2am and public events such as concerts often go up until 11pm. It is absurd that as a city we do not make public transportation available for riders that coincide with city sanctioned rules of bars closing well after the last metro line runs. We must divest from cars which ruin the character of neighborhoods and give people a green alternative that doesn't contribute to climate change. While ridership might be low in the first couple of years, it provides an opportunity that doesn't exist and a low cost alternative to an ever increasingly expensive city. Making the metro available 24/7 would encourage more people to use public transportation as their primary mode of transportation. Governments are not designed to run a profit, they're designed to provide public utility to the people so let's give everyone this opportunity.

Furthermore, having a frequent and reliable metro service would provide a much-needed boost to the local economy. It would make it easier for people to get to work, school, and other important destinations, which would improve their quality of life and increase their productivity.

In conclusion, I strongly believe that increasing the frequency of our metro lines and making them 24/7 would be a major step in the right direction. I kindly request that you take this proposal into consideration and take the necessary steps to make it a reality.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

[REDACTED]

[REDACTED]

[REDACTED]

**From:** [REDACTED]  
**Sent:** Friday, February 10, 2023 6:23 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Stop Funding of Highway Expansion Projects

Dear Metro Board,

I am writing to express my concern about the proposed highway widening projects in Los Angeles County, as part of Metro's budget plans. I believe that these projects will have a negative impact on our communities and the environment, and I urge you and the Metro board members you may appoint to reconsider this approach.

Highway widening does not effectively solve traffic congestion, and often leads to induced demand, resulting in more cars on the road and increased air pollution. The widening of freeways will also have a devastating impact on communities, particularly those that are predominantly Black and Brown, as people will be displaced from their homes. The increased carbon emissions from these projects will only exacerbate the effects of climate change at a time when we need to reduce them.

I strongly believe that the \$21 Billion earmarked for freeway widening projects should be redirected towards more sustainable transportation solutions. This money could be used to provide 60+ years of fare-free transit, build 100+ miles of at-grade light rail, 500+ miles of bus rapid transit, or 1,000+ miles of complete streets. These investments will not only improve our public transportation system, but also support California's and Los Angeles' goals of fighting climate change and promoting equity.

In conclusion, I ask you to oppose all new highway widening projects and instead redirect the funds towards sustainable transportation solutions that prioritize the well-being of our communities and the environment. Your leadership and influence on the Metro board can make a significant impact on shaping a transportation system that is both just and sustainable.

Thank you for taking the time to consider my request.

Sincerely,

[REDACTED]

[REDACTED]  
[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, February 13, 2023 2:07 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Cc:** losangelesbeautiful@gmail.com; clerk.cps@lacity.org  
**Subject:** Council File 22-0392

PLEASE DO NOT PUT UP ELECTRONIC BILLBOARDS AT BALLONA ECOLOGICAL RESERVE!!

The disturbing lights are the antithesis of what nature is all about!!

Makes absolutely no sense to install large electronic billboards at habitats of 1700 different wildlife and plants and nature!!

Thank you.

[REDACTED]

LA, CA





Bicycle Transit Systems, Inc, A Delaware Corporation  
2800 South 20<sup>th</sup> Street Unit 6A 1<sup>st</sup> Floor  
Philadelphia PA 19145  
support@bikeshare.metro.net

January 26, 2023

RE: Lost Bike Usage Fee

To Bicycle Transit Systems, Inc,

I am writing for reconsideration of the outstanding fee of \$29 on my account that is presently preventing me from using my student account and my personal account. I have thoroughly reviewed the User Agreement and Terms and Conditions, which are attached hereto. After reviewing our generally agreed upon versions of the events, I find the following sections of our contract title “User Agreement” to be relevant.

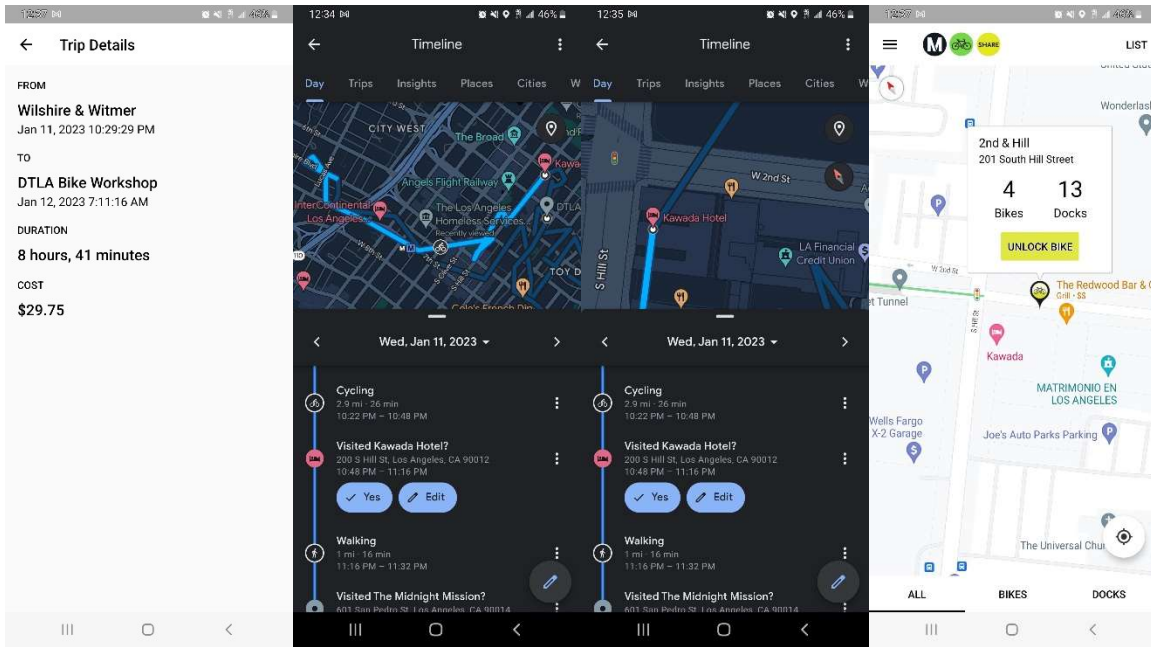
Section 12 “Final Agreement; Modification by BTS.” This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter, and I do not see any terms where I failed to fulfill any obligation.

Section 4.2 Missing or Stolen Bicycle. If a Bike is not returned within 24 consecutive hours, *or otherwise reported as lost, stolen, or abandoned*, then the Bike is deemed missing or stolen. The data generated by BTS’ tracking system is conclusive evidence of the period of use of a Bike by a Rider. Rider is responsible for reporting the Bike disappearance or theft to BTS immediately or as soon as possible.

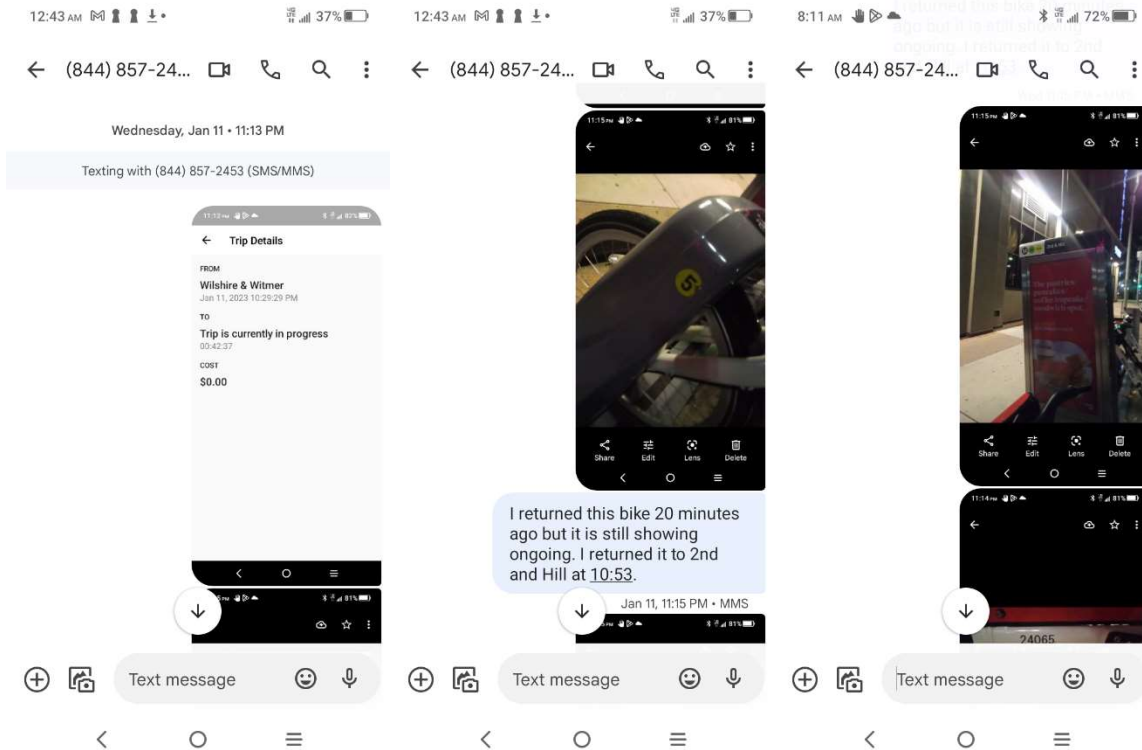
Section 2.6.2 The maximum usage fees charged per day is \$84. After return of the Bike, the rider will be charged the accumulated usage fees or the maximum day charge; whichever is less. Bikes not returned within 24 hours, *or otherwise reported as lost*, stolen, or abandoned will be considered missing or stolen.

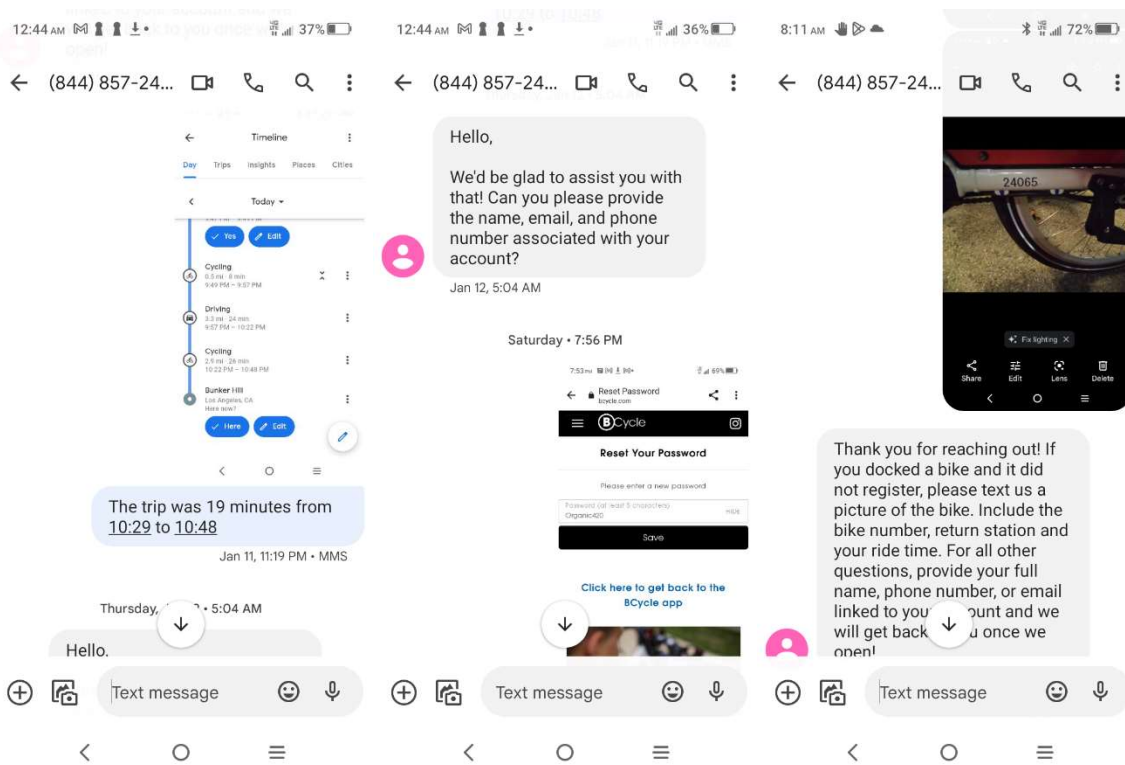
Section 13 Contract Interpretation. The headings in this Agreement do not affect the interpretation of this Agreement. “Or” is not meant to be exclusive in its meaning. Under our contract, I have an obligation to either (1) return the bike as planned or (2) report the bike lost within 24 hours. If I fail to do at least one of those, the bike is considered missing, and I can be charged up to the maximum day rate.

On January 11, 2023 at 10:29 PM I checked out bike 24065 from the dock at Wilshire and Witmer, and I rode it for 26 minutes to 2<sup>nd</sup> and Hill Street, where I docked it at 10:48 PM. You can see in my Google Location History that I stopped moving at 10:48 PM at the corner where the 2<sup>nd</sup> Street dock is.



At 11:13 PM I realized that the trip was still running in my app, so I walked back over to the dock and took pictures of the bike in the dock and sent them by text through the Metro Bike Share support function exactly as your office requires.





As you can see, I provided in photograph form the Account name, the account phone number, the trip ID, the trip start point, the bike number, the location of the return, the length of the ride, and the dock at which the bike was stationed upon completion of the trip less than 20 minutes after the ride had ended.

Under section 2.6.2 of our contract, I am obligated to EITHER (1) return the bike within 24 hours, or (2) report the bike lost, stolen, or missing. I reported its location and dock number in less than 20 minutes. As such, I have met my contractual obligations under section 2.6.2 and 4.2 of the User Agreement. However, I have an outstanding \$29.00 hold on my account which is preventing me from using the original account or the student account I was intending to use to get between downtown Los Angeles and Los Angeles City College. The trip presently shows a duration of 8 hours and 40 ending at Downtown LA Bike Shop for a total of \$29.00. However, there can be no doubt I am responsible for the duration beyond when I returned it. I would very much appreciate the hold removed and my accounts reactivated.

To whatever extent the Micromobility ordinance and regulations apply to your company, please construe this as a customer complaint that should be forwarded to Metro of LADOT as called for in the ordinance. I have also submitted this letter and the attached documentation as general public comment for the February meeting of the MTA Budget, Finance, and Audit Committee. I have also submitted this letter and the accompanying documents as public comment for the February 7 2023 meeting of the City of Los Angeles Bicycler Advisory Committee.

If your organization however sees a separate portion of our contract that I failed to meet, please point it out **with specificity and particularity** and so I may formulate a response if justified. Thank you very much for your consideration. I can be contacted though the information above or in any of my accounts.

Christopher Fusco



My Account

()

Trip History

()

Billing Info ()

Billing  
History ()

TAP Card ()

Edit Profile ()

Survey ()

## Edit Profile

First Name

Christopher

Last Name

Fusco

Email Address

fuscocl5272@student.laccd.edu

Phone Number (Mobile Preferred)

City

Los Angeles

State

California

Zip

90014

Receive text message notifications

7472034209

**Mailing Address**

601 S San Pedro St

**Mailing Address 2**

SAVE

Receive text message notifications such as charges, refunds, and membership updates.

**Receive email notifications**

Receive email notifications such as charges, refunds, and membership updates.

## Update Password

**Password**

**Re-Enter Password**

UPDATE PASSWORD



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**M**

(<http://www.metro.net>)



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**LADOT**

(<http://ladot.lacity.org/>)



(<http://www.bcycle.com>)

(<http://www.bicycletransit.com>)



(<https://bikeshare.metro.net>)



MENU

My Account

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Trip History

()

Billing Info ()

Billing  
History ()

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## My Account

### 30-Day Reduced Fare Pass

All trips 30 minutes or less are free

\$1.75 per 30 minutes thereafter

Your account has unpaid fees due to a failed transaction. To continue riding, please update your billing information and contact customer service to reactivate your account.

[RENEW OR CHANGE PASS](#)



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My Account

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Edit Profile ()

Survey ()

## Statements for January 2023






1/11/2023 - \$1.00 (Pass Fee)

1/14/2023 - \$29.75 (Usage Fee)



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(<http://ladot.lacity.org/>)



(<http://www.bcycle.com>)

(<http://www.bicycletransit.com>)

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Manage your program enrollments here. We are planning new programs such as MicroTransit, Parking and Electric Vehicle Car Charging. Please set your notifications (/TAPMyProfile) to allow us to send you an email when programs are added.

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## My Programs

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### Metro Bike Share

Expired: January 11, 2023 2:19 PM



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#### Membership Type

30-Day Pass

---

#### Billing Information

Next Billing Date January 12, 2023

Auto-Renew: ON

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[Español / Spanish](#)

# Profile

## Personal Information

Christopher Fusco

chrisfusco1@outlook.com

[Change Password \(/PortalForgotPassword?conf=taptogo\)](/PortalForgotPassword?conf=taptogo)

601 S SAN PEDRO ST

LOS ANGELES, CA 90014

Phone: 7472034209

Mobile Phone: 7472034209

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Receive email messages – YES

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*last updated on 12/12/2022*

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[Browser Support \(/articles/en\\_US/Website\\_content/browser-support\)](/articles/en_US/Website_content/browser-support)

[Terms of Service \(/articles/en\\_US/Website\\_content/Terms-of-Service\)](/articles/en_US/Website_content/Terms-of-Service)

[Privacy Notice \(/articles/en\\_US/Website\\_content/Privacy-Notice\)](/articles/en_US/Website_content/Privacy-Notice)

English / English

Español / Spanish





# User Agreement

[Acuerdo del Usuario en Español \(https://bikeshare.metro.net/acuerdo-del-usuario/\)](https://bikeshare.metro.net/acuerdo-del-usuario/)

## **Metro Bike Share Bicycle Rental Agreement, Waiver of Liability and Release**

In consideration of Rider's use of any of the Services (defined below) provided by Bicycle Transit Systems, Inc. ("BTS"), operator of Metro Bike Share, BTS requires that You ("Rider", "You", or "Your") agree to all terms and conditions in this Bicycle Rental Agreement, Waiver of Liability, and Release ("Agreement"). The "Services" provided by BTS are composed of several elements, including (1) Metro Bike Share bicycle stations ("Stations" or "Metro Bike Share Stations"), (2) automated pay stations ("Pay Stations" or "Payment kiosk(s)" or "Pass Vending Kiosk(s)"), (3) separate stands that allow the docking of Metro Bike Share bicycles ("Bike Docks"), (4) Metro Bike Share bicycles ("Bike" or "Bikes", including Classic Metro Bike(s) and, Electric Metro Bike(s), defined below, and (5) all related equipment, personnel, and information.

Definitions:

### **1. Classic Metro Bike**

*Description:* "Classic Metro Bikes" are bikes that have no electric assist, on board computer or locking mechanism.

*Identification:* Classic Metro Bikes have "Metro Bike" on both sides of the down tube for easy identification.

*Renting:* Classic Metro Bikes can only be rented and returned to Metro Bike Share stations.

*Metro Bike Share Stations:* Downtown Los Angeles, Hollywood, North Hollywood, Central Los Angeles, Westside (in Venice, Santa Monica, Palms, Del Rey, Mar Vista, and adjacent neighborhoods); can be located using the Metro Bike App, or by visiting <http://www.bikeshare.metro.net/stations>

### **1. Electric Metro Bike (e-bike)**

*Description:* “Electric Metro Bikes” are bikes that have a mid-drive pedal-assist motor, a digital display, and a battery on the side of the rear rack.

*Identification:* Electric Metro Bikes have “Electric Metro Bike” on both sides of the down tube for easy identification.

*Renting:* Electric Metro Bikes must be rented and returned to Metro Bike Share stations in Downtown Los Angeles, Central Los Angeles, Hollywood, North Hollywood, and the Westside (in Venice, Santa Monica, Palms, Del Rey, Mar Vista, and adjacent neighborhoods); can be located using the Metro Bike App, or by visiting [www.bikeshare.metro.net/stations](http://www.bikeshare.metro.net/stations) (<http://www.bikeshare.metro.net/stations>).

You should CAREFULLY READ all terms and conditions before entering into this Agreement.

## 1 GENERAL RENTAL AND USE OF BIKE.

1.1 Rider is sole user: BTS expressly agrees to let, and the Rider expressly agrees to take on, rental of the Bike subject to the terms and conditions set out herein. BTS and the Rider are the only parties to this Agreement. The Rider is the sole user and is solely responsible for compliance with all terms and conditions contained herein.

1.2 Rider is 16 or older: Rider represents and certifies that Rider is at least 16 years old. If Rider intentionally or unintentionally misrepresents his/her/their age, Rider accepts full responsibility and is liable for any consequence, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney’s fees, judgments, suits or disbursements of any kind or nature whatsoever related to any such misrepresentation.

1.3 Minors who are at least 16 years of age may use Metro Bike Share, but only if the service is subscribed for by and under the responsibility of the minor’s parent or legal guardian. By authorizing use of the service by a minor, the parent or legal guardian agrees he/she/they is fully responsible and liable for all injuries, damages, and costs and expenses arising from or related to the minor’s use of the Service and guarantees, represents, and warrants: (i) the parent’s or legal guardian’s; and (ii) the minor’s acceptance of and agreement and compliance with all terms and conditions of this Agreement as a Rider.

1.4 Rider is a competent Bike operator: Rider represents and certifies that he/she/they is familiar with the operation of the Bike, and is reasonably competent and physically fit to ride the Bike. By choosing to ride a Bike, Rider assumes all responsibilities and risks for any injuries or medical conditions.

1.5 Bike is exclusive property of the Los Angeles County Metropolitan Transportation Authority: Rider agrees that the Bike and any equipment attached thereto, at all times, remain the exclusive property of the Los Angeles County Metropolitan Transportation Authority. Rider will not make any modification to the Bike at any time.

1.6 Bike Operating Hours and Bike Availability: Rider agrees and acknowledges that the Bikes are available 24 hours a day, 7 days/week, 365 days per year, except in the case of events outlined in section 4.6. Bikes must be rented within the maximum rental time limits set forth below. Bikes are limited and Bike availability at any Station is never guaranteed.

1.7 Bike may be used and/or operated only in the Cities in Los Angeles County: Rider agrees to only use, operate and/or ride the Bike in the Cities in Los Angeles County. Rider will not, under any circumstances, remove the Bike from the Cities in Los Angeles County.

1.8 Rider must follow rules of use and/or operation of Bike: Rider agrees to follow all laws pertaining to the use, riding and/or operation of the Bike, including all California state and local laws and the rules and regulations pertaining to bicycles in the Cities in Los Angeles County.

1.9 Bike is intended for only limited types of use: Rider agrees that he/she/they will not use the Bike for racing, mountain bike riding, stunt or trick riding. Rider agrees that he/she/they will not operate and/or use the Bike on unpaved roads, through water, or in any location that is prohibited, illegal and/or a nuisance to others. Rider agrees that he/she/they will not use the Bike for hire or reward, nor use it in violation of any law, ordinance, or regulation.

1.10 Rider's use of front carrier/basket/rear rack is limited: Rider acknowledges that the front carrier/basket and back basket and rear rack of the Bike is intended for light goods only, and that he/she/they will not carry people or animals anywhere on the bicycle.

1.11 Rider reporting: Rider must report any accident, crash, damage, personal injury, stolen or lost Bike, or stolen or lost Metro Bike Share TAP Card to BTS immediately or as soon as possible. If a crash involves personal injury, property damage, or a stolen Bike, Rider shall file a report with the local Police Department within 24 hours. Rider agrees that he/she/they is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen and/or lost Bike and/or Metro Bike Share Pass.

1.12 Classic Metro Bikes and Electric Metro Bikes must be returned to a Metro Bike Share station, or they will be considered missing or stolen.

Rider agrees to pay for destruction or loss of Bike and for any damage, including replacement parts incurred directly or indirectly associated with the use of Rider's pass. All repairs needed as a result of any damage will be performed at the normal labor rates. In the event the Bike or other equipment is missing or damaged beyond repair, regardless of fault or cause, Rider agrees to pay BTS up to the full replacement value of the Bike and/or equipment (up to \$1,200 for a Classic Metro Bike and up to \$2,500 for an Electric Metro Bike; Up to \$50,000 for Station-related equipment). BTS reserves the right to keep any fees associated with missing, stolen, or damaged equipment, even after the Bike is recovered. BTS and the Los Angeles County Metropolitan Transportation Authority reserve the right to press criminal charges against the Rider in the event that the Rider does not pay replacement fees associated with the destruction and/or loss of the Bike and Station-related equipment.

1.13 If Rider has lost or damaged their pass, Rider may call 844.857.BIKE (844.857.2453) or email [support@bikeshare.metro.net](mailto:support@bikeshare.metro.net) to report that the pass has been lost or damaged to prevent unauthorized use. For passes purchased through TAP, Rider may visit [taptogo.net](http://taptogo.net) or a TAP card vending machine to purchase a new TAP card and must register the new card to their [taptogo.net](http://taptogo.net) account to sync it with their Metro Bike Share pass. For passes not purchased through TAP, Rider may request a replacement card by calling 844.857.BIKE (844.857.2453) or by emailing [support@bikeshare.metro.net](mailto:support@bikeshare.metro.net). A replacement fee of \$2 for the lost or damaged pass will be charged and a replacement pass will be mailed to Rider's mailing address of record.

## 2 PAYMENT AND FEES.

The Metro Bike Share Business Plan adopted by the Metro Board in 2018 defines four pass types: 1-Ride, 1-Day, 30-Day, and Annual. These passes may also be referred to as Single Ride or, Pay-Per-Ride, Day Pass or 24-hour-Access, Monthly Pass, and 365-Day Pass, respectively.

The Transit Access Pass (TAP) system shall be the system of account record and payment processing platform for Metro Bike Share for passes purchased through TAP

2.1 Rider may subscribe to the service by purchasing a pass or providing information, credentials, and financial information sufficient to provide access to Pay-Per-Ride products such as 1-Ride fare. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by BTS or Los Angeles County Metropolitan Transportation Authority for the passes purchased through TAP. BTS or Los Angeles County Metropolitan Transportation Authority will charge the Rider's credit or debit card the amount of the respective pass fee in effect on the date of subscription. In addition, a Rider may be charged usage fees per half hour depending on pass type. Metro Bike Share pass fees and associated usage fees are listed on the website, at [bikeshare.metro.net](http://bikeshare.metro.net) and on the Metro Bike App. Single ride fees are \$1.75 for the first half hour, and \$1.75 per half hour thereafter.

2.2 Usage fees may be applicable to rentals taken using 24-Hour Access passes, 30-Day passes and 365-Day passes if the rental lasts longer than the initial 30 minutes provided for each rental. In each case, the usage fees are \$1.75 for each 30 minutes or part thereof after the initial 30 minutes of each rental. For any pass purchased on the app, website, or at a bike station, usage fees are charged to the credit card used to start the rental 24 hours after the rental ends. For any pass purchased on [www.taptogo.net](http://www.taptogo.net) (<http://www.taptogo.net/>), usage fees are charged to the payment method on file immediately at the end of the rental.

Usage fees for Bike Share for Business passes will be charged to Rider's credit or debit card on file on the first day of the following month. Actual times will depend on the Rider's financial institution.

2.3 Unlock fees for Electric Metro Bikes. Rider is subject to a \$1 unlock fee per trip if they rent an Electric Metro Bike and are purchasing a 1-Ride or a 24-Hour-Access pass at a Metro Bike Share Station or on the Metro Bike Share App.

2.4 Subject to Los Angeles County Metropolitan Transportation Authority's approval, BTS reserves the right to change 1-Ride, 24-Hour-Access pass and Pay-Per-Ride pass at the kiosk and/or pass pricing, usage fee rates, convenience fees and promo code offerings at any time. Price changes will be communicated in advance to customers, where applicable. Price changes will take effect at the start of the next 1-Ride, pass purchase, or renewal cycle following the date of the price change. The Rider accepts the new price by purchasing a 1-Ride, pass, or renewing a subscription after the price change takes effect. Rider is required to carefully review Metro Bike Share pass fees and associated usage fees, unlock fees and convenience fees listed on the website, at [bikeshare.metro.net](http://bikeshare.metro.net).

2.5 Promo codes (discounts) are one-time offers. BTS reserves the right to modify or cancel discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.

2.6 Maximum Rental Time and Charges.

2.6.1 Maximum rental time is 24 hours. Rider may then rent again. Rider agrees that they are solely responsible for being aware of any elapsed rental time.

2.6.2 The maximum usage fees charged per day is \$84. After return of the Bike, the rider will be charged the accumulated usage fees or the maximum day charge; whichever is less. Bikes not returned within 24 hours, or otherwise reported as lost, stolen, or abandoned will be considered missing or stolen, and Rider may be charged up to the full replacement value of the equipment (up to \$1,200 for a Classic Metro Bike and up to \$2,500 for an Electric Metro Bike). BTS reserves the right to keep any fees associated with missing, stolen, or damaged equipment, even after the Bike is

recovered. BTS and the Los Angeles County Metropolitan Transportation Authority reserve the right to press criminal charges against the Rider in the event that the Rider does not pay replacement fees associated with the destruction and/or loss of the Bike.

2.6.3. BTS reserves the right to contact the Rider via text messages for reasons other than Marketing and promotions, including rental confirmation, at any time until the Bike is returned and the trip is over, regardless of the Rider's choice to opt out from receiving text messages during registration or when renting a Bike. Message and data rates may apply.

2.7 Rider must input a valid credit or debit card number, expiration date, card verification value, zip code, and billing address before Rider will be registered to use the Service. There may be a temporary hold of funds on a Rider's credit card during Bike rental. Rider represents and warrants to BTS or to Los Angeles County Metropolitan Transportation Authority that Rider is authorized to use any cards Rider furnishes to BTS or Los Angeles County Metropolitan Transportation Authority. Rider authorizes BTS or Los Angeles County Metropolitan Transportation Authority to charge card for all fees incurred by Rider. If Rider disputes any charge on credit or debit card account, then Rider must contact BTS within 10 business days from the end of the month with the disputed charge, provide to BTS all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times. Rider agrees to immediately inform BTS of all changes relating to the credit card on file.

### 3 RELEASES; DISCLAIMERS; LIMITATION OF LIABILITY; ASSUMPTION OF RISK.

3.1 Releases. "Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred at trial, on appeal, or otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any of the Bikes, Stations, Bike Docks, or related information, or (b) Rider's use of any of the foregoing. "Released Persons" means, collectively, (i) BTS and all of its owners, managers, affiliates, employees, agents, representatives, successors, and assigns, (ii) the City of Los Angeles, (iii) Los Angeles County Metropolitan Transportation Authority (iv) B-Cycle, LLC and all of its owners, managers, affiliates, employees, agents, representatives, successors, and assigns, and (v) every sponsor of any of the Services and all of the sponsor's owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns, and (vi) every holder of property on which is located a Station and all of the property holder's owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns. In exchange for Rider being allowed to use any of the Services, Bikes, Stations, Bike Docks, or related information, Rider (acting for Rider

and for all of Rider's family, heirs, agents, affiliates, representatives, successors, and assigns) do hereby fully and forever release and discharge all Released Persons for all Claims that Rider has or may have against any Released Person, except for Claims caused by the Released Person's gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended 3rd beneficiaries of such releases. Rider expressly agrees to indemnify, release and hold harmless Released Persons from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the sole or partial negligence of BTS and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating the Bike.

3.2 Disclaimers. RIDER DOES HEREBY ACKNOWLEDGE AND AGREE THAT RIDER'S USE OF ANY OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION IS AT RIDER'S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO RIDER'S USE OF ANY OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION, BTS AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, AND RELATED INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" (AND RIDER RELIES ON THEM SOLELY AT RIDER'S OWN RISK). BTS AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION. RIDER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS FOR USING ANY OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION, AND BTS AND ALL OTHER RELEASED PERSONS ARE NOT LIABLE FOR ANY CLAIM ATTRIBUTABLE TO ANY OF THE FOREGOING. RIDER ASSUMES FULL AND COMPLETE RESPONSIBILITY AND LIABILITY FOR ALL CONSEQUENCES AND CLAIMS OF ANY KIND OR NATURE WHATSOEVER RELATED TO RIDER'S STOLEN OR MISSING BIKE OR BIKE SHARE TAP PASS.

BECAUSE U.S. FEDERAL LAW DOES NOT RECOGNIZE BIKESHARE AS A FORM OF TRANSIT (United States Code Title 49, Section 5302 Definitions), EMPLOYER / COMMUTER BENEFITS OR CREDITS MAY NOT BE USED FOR BIKE SHARE PROGRAMS AND CANNOT BE APPLIED DURING METRO BIKE SHARE ENROLLMENT TO PURCHASE A METRO BIKE SHARE PASS.

3.3 Limited Liability. RIDER DOES HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, BTS AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) RIDER'S USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION, (C) RIDER'S BREACH OF THIS AGREEMENT OR RIDER'S VIOLATION OF ANY LAW, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY RIDER, (E) RIDER'S FAILURE TO WEAR A BICYCLE HELMET WHILE USING A BIKE, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. RIDER DOES HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF BTS OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. THE TOTAL LIABILITY OF BTS AND ALL OTHER RELEASED PERSONS FOR ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO RIDER, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO RIDER, AND RIDER MIGHT HAVE ADDITIONAL RIGHTS.

3.4 Assumption of Risk by Rider. Rider is solely and fully responsible for the safe operation of the Bike at all times. Rider agrees that bicycles are machines that may malfunction, even if the Bike is properly maintained, and that such malfunction may cause injury. Rider agrees that riding a Bike involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to Rider or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Rider agrees that such risks, dangers, and hazards are Rider's sole responsibility. Rider agrees that if Rider's use of any of the Services causes any injury or damage to another person or property, then Rider may be liable for all resulting injuries, damages, and related costs. By choosing to ride a Bike, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that BTS and all other Released Persons are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Bike itself.

#### 4 Additional Terms of Use.

4.1 Safety Check. Before each use of a Bike, Rider shall conduct a basic safety inspection of the bicycle, which includes inspecting the following: (i) proper tire pressure; (ii) trueness of the wheels; (iii) safe operation of all brakes and lights; (iv) proper attachment of the seat, pedals, and basket; (v)



good condition of the frame; and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. Rider agrees not to ride the Bike if there are any noticeable issues, and to immediately notify customer service to alert BTS of any problems.

4.2 Missing or Stolen Bicycle. If a Bike is not returned within 24 consecutive hours, or otherwise reported as lost, stolen, or abandoned, then the Bike is deemed missing or stolen. Rider's credit or debit card may be charged a fee up to the full value of the equipment (up to \$1,200 for a Classic Metro Bike and up to \$2,500 for an Electric Metro Bike). BTS reserves the right to keep any fees associated with missing, stolen, or damaged equipment, even after the Bike is recovered. BTS and/or the Los Angeles County Metropolitan Transportation Authority reserve the right to press criminal charges against the Rider in the event that the Rider does not pay replacement fees associated with the destruction and/or loss of the Bike.

The data generated by BTS' tracking system is conclusive evidence of the period of use of a Bike by a Rider. Rider is responsible for reporting the Bike disappearance or theft to BTS immediately or as soon as possible.

4.3 Helmets; Safety. BTS recommends that all Riders always wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. *Helmets dramatically reduce the risk of head injury in a bicycle crash. Riders under 18 are required by California Law to wear a helmet.* Rider agrees that none of BTS and its Related Parties, the City of Los Angeles and/or Los Angeles County Metropolitan Transportation Authority are liable for any injury suffered by Rider while using the Service, whether or not Rider is wearing a helmet at the time of injury. Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

4.4 Bicycle Routes. Rider agrees that BTS does not provide or maintain places to ride Bikes, and that BTS, Los Angeles County Metropolitan Transportation Authority and City of Los Angeles do not guarantee that there will always be a safe place to ride a Bike. Roads, bicycle lanes, and bicycle routes may become dangerous due to weather, traffic, or other hazards.

4.5 Limitations on Bike Rental. Rider agrees that BTS, the City of Los Angeles and Los Angeles County Metropolitan Transportation Authority are not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. BTS, the City of Los Angeles and Los Angeles County Metropolitan Transportation Authority provide Bikes only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Bike on their own and who have agreed to all terms and conditions of this Agreement.

4.6 Limitations on Availability of Service. BTS makes every effort to provide the Service 365 days per year, but does not guarantee that the Service will be available at all times, as force majeure events or other circumstances might prevent BTS from providing the Service. Access to the Service is also conditioned on the availability of Bikes at each Station. BTS does not represent or warrant the availability of any Service or the availability of any Bike at any Station. Rider may use the Website and/or Mobile App to consult the inventory of Bikes available at a Station. Rider agrees that BTS may require Rider to return a Bike at any time.

## 5 Prohibited Acts.

Rider must not:

5.1 Ride a Bike while carrying any briefcase, backpack, bag, or other item if it impedes Rider's ability to operate a Bike safely.

5.2 Use any cellular telephone, text messaging device, portable music player, or other device that may distract Rider from safely operating a Bike.

5.3 Operate a Bike while under the influence of any alcohol, drugs, any medication or other substance that may impair Rider's ability to safely operate a Bike.

5.4 Carry a second person on a Bike.

5.5 End a Rental and leave the Bike locked using a personal lock, or any other lock to lock a Bike to a Bike Dock or to a public bike rack.

5.6 Violate any applicable federal, state, or local law, including those for bicycle riders.

5.7 Dismantle or modify a Bike in any way. (This rule does not apply to the use of the seat height adjustment feature on Bikes.)

5.8 Exceed the maximum weight limit for the front cargo carrier (5 pounds) and Rider must not otherwise use the cargo carrier improperly with regard to type of contents or any visual obstruction or riding impediment.

5.9 Operate a Bike in dangerous weather conditions, including snow, hail, and electrical storms, which make it more dangerous to operate a Bike. Rider is advised to adjust Rider's riding behavior and braking distance to suit the weather conditions.

5.10 Allow others to use a Metro Bike that Rider has removed from a Bike Dock at a Bike Station or allow others to use a Bike that Rider has unlocked from a Bike Station or from another location. Rider understands that when Rider removes a Metro Bike from a Bike Dock or unlocks a Bike using

an authorized checkout method, it is to be used only by Rider. Rider must not transfer Rider's pass, 16-20 digit TAP card number, or PIN provided at the Bike Station or any other unique Rider information to any other person.

5.11 Use a stolen payment method to unlock a Bike.

5.12 Provide false information to BTS about the location of a Bike.

5.13 Withhold payment of usage fees by filling false claims with a credit card company.

5.14 Leave a bike unattended when not securely docked in a station.

## 6 Term and Termination.

6.1 The term of this Agreement begins when Rider first uses the Service, and the term ends 10 years after Rider's last use of the Service; provided, however, that Rider's personal financial responsibility under this Agreement expires one year after the later of (i) Rider's last use of the Service, or (ii) the expiration of Rider's pass.

6.2 At any time and from time to time, and without Rider's consent, BTS may unilaterally terminate Rider's right to use the Service, in BTS's sole discretion and without any notice or cause. Rider may terminate Rider's use of the Service at any time; provided, however, that (i) no refund will be provided by BTS, (ii) the term of this Agreement continues in accordance with this Agreement, (iii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Rider's right to use any of the Service, regardless of how the Agreement is terminated.

6.3 Pay-Per-Ride, 30-Day and 365-Day pass holders may opt into auto-renew on the Website. Rider may contact TAP or BTS Customer Service to take actions to deactivate Rider's account, or purchase a new pass. The pass, and the personal identification number and pass related thereto, are non-transferable and may be terminated if Rider breaches this Agreement, as decided by BTS in its sole discretion. If a pass is terminated for breach of this Agreement, then no refund is provided.

6.4. If the Bike is not returned within the Maximum rental time, BTS reserves the right to keep any fees associated with missing, stolen, or damaged equipment, even after the Bike is recovered. BTS and the Los Angeles County Metropolitan Transportation Authority reserve the right to press criminal charges against the Rider in the event that the Rider does not pay replacement fees associated with the destruction and/or loss of the Bike and equipment.

## 7 Confidentiality of Information.

BTS may collect precise or approximate bike location as determined through GPS data. The Los Angeles County Metropolitan Transportation Authority and any company that enters into a contract with the Los Angeles County Metropolitan Transportation Authority to operate a transit fare collection system (including BTS and subcontractors) is governed by and must conform to California Streets and Highways Code Section 31490 regarding users' "personally identifiable information" which includes any information that identifies or describes a person including, but not limited to, travel pattern data, first and last name, address, telephone number, email address, license plate number, photograph, bank account information, or credit card number.

The Los Angeles County Metropolitan Transportation Authority and BTS may not sell or otherwise provide to any other person or entity personally identifiable information of any person who subscribes to Metro Bike Share with the following exceptions and conditions:

7.1 The Los Angeles County Metropolitan Transportation Authority and BTS may, within practical business and cost constraints, store only personally identifiable information of a person such as, to the extent applicable, the account name, credit card number, billing address, vehicle information, and other basic account information required to perform account functions such as billing, account settlement, or enforcement activities. All other information shall be discarded no more than four years and six months after the billing cycle has concluded, the bill has been paid, and all toll or fare violations, if applicable, have been resolved. The Los Angeles County Metropolitan Transportation Authority and BTS shall make every effort, within practical business and cost constraints, to purge the personal account information of an account that is closed or terminated. In no case shall a transportation agency maintain personal information more than four years and six months after the date an account is closed or terminated.

7.2 The Los Angeles County Metropolitan Transportation Authority and BTS may make personally identifiable information of a person available to a law enforcement agency only pursuant to a search warrant. Absent a provision in the search warrant to the contrary, the law enforcement agency shall immediately, but in any event within no more than five days, notify the person that his or her records have been obtained and shall provide the person with a copy of the search warrant and the identity of the law enforcement agency or peace officer to whom the records were provided.

7.3 A peace officer, as defined in Section 830.1 or 830.2 of the Penal Code, when conducting a criminal or traffic collision investigation, may obtain personally identifiable information of a person if the officer has good cause to believe that a delay in obtaining this information by seeking a search warrant would cause an adverse result, as defined in subparagraphs (A) to (E), inclusive, of paragraph (2) of subdivision (a) of Section 1524.2 of the California Penal Code.

7.4 The Los Angeles County Metropolitan Transportation Authority and BTS may publicly release aggregated traveler information derived from collective data that relates to a group or category of persons from which personally identifiable information has been removed.

7.5 The Los Angeles County Metropolitan Transportation Authority and BTS, may utilize personal information when performing financial and accounting functions such as billing, account settlement, enforcement, or other financial activities required to operate and manage the system. This section, with respect to electronic transit fare collection systems, does not prohibit the sharing of data between transportation agencies for the purpose of interoperability between those agencies. A third-party vendor may not use personally identifiable information obtained under this subdivision for a purpose other than as described in this subdivision.

7.6 The Los Angeles County Metropolitan Transportation Authority and BTS may communicate, either directly or through a contracted third-party vendor, to subscribers about products and services offered by, the agency, a business partner, or the entity with which it contracts for the system, using personally identifiable information limited to the subscriber's name, address, and electronic mail address, provided that the transportation agency has received the subscriber's express written consent to receive the communications.

7.7 The Los Angeles County Metropolitan Transportation Authority and BTS may not use a nonsubscriber's personally identifiable information to market products or services to that nonsubscriber.

7.8 The Los Angeles County Metropolitan Transportation Authority and BTS, may utilize personal information when performing financial and accounting functions related to the Metro Bike Share for Business Program (the "Program") such as billing, account settlement, enforcement, or other financial activities required to operate and manage the Program. Participants in the Program agree that the Los Angeles County Metropolitan Transportation Authority and BTS may make personal data available to the participant's employer, limited to name and enrollment date.

8 Notice. BTS may be contacted by calling or emailing BTS at 1.844.857.BIKE (844.857.2453) or support@bikeshare.metro.net.

9 Choice of Law; Dispute Resolution. This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of California and agrees that those courts have personal jurisdiction over each party; (iii) venue must

be in Los Angeles County, California; and (iv) the parties must submit the dispute to mandatory mediation held in the State of California. Every mediation must be completed within 6 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 6-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial.

10 Waiver and Severability. No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

11 Cumulative Remedies. All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

12 Final Agreement; Modification by BTS. This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Rider's consent, BTS may unilaterally amend, modify, or change this Agreement, in its sole discretion and without any notice or cause. By continuing to use any Service after any amendment, modification, or change, Rider has agreed to be bound by all such amendments, modifications, and changes. Rider must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to this Agreement, BTS will post a notification on the Website. The pricing set forth on the Website supersedes all pricing set forth in this Agreement.

13 Contract Interpretation. The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not meant to be exclusive in its meaning. "Including" means "including, but not limited to." Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine, and neuter pronoun forms.

#### Rider Acceptance of Agreement




I certify that I am the Rider, I am 18 years old or over, and I have read and expressly agree to the terms and conditions set forth in this Agreement.

OR

I certify that I am the Parent and/or Legal Guardian of the Rider, who is at least 16 years old, and I am 18 years old or over. I have read, and I expressly agree to, the terms and conditions set forth in this Agreement and authorize use of the Service by the minor Rider.



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## **MINUTES**

**Thursday, February 23, 2023**

**10:00 AM**

### **Board of Directors - Regular Board Meeting**

#### **DIRECTORS PRESENT:**

**Ara J. Najarian, Chair**

**Jacquelyn Dupont-Walker, 1st Vice Chair**

**Janice Hahn, 2nd Vice Chair**

**Kathryn Barger**

**Karen Bass**

**James Butts**

**Fernando Dutra**

**Lindsey Horvath**

**Paul Krekorian**

**Holly J. Mitchell**

**Tim Sandoval**

**Hilda Solis**

**Gloria Roberts (Interim), non-voting member**

**Stephanie Wiggins, Chief Executive Officer**

**CALLED TO ORDER: 10:10 A.M.**

**ROLL CALL**

1. APPROVED Consent Calendar Items: 2, 5, 6, 7, 8, 10, 10.1, 11, 14, 15, 19, 21, 22, and 23.

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

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
Y	Y	Y	A	Y	Y	Y	Y	Y	Y	Y	Y

2. **SUBJECT: MINUTES**

**2023-0113**

APPROVED ON CONSENT CALENDAR Minutes of the Regular Board Meeting held January 26, 2023.

3. **SUBJECT: REMARKS BY THE CHAIR**

**2023-0114**

RECEIVED remarks by the Chair.

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
P	P	P	P	P	P	P	P	P	P	P	P

4. **SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER**

**2023-0115**

RECEIVED report by the Chief Executive Officer.

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
P	P	P	P	P	P	P	P	P	P	P	P

\*\*\*\*\*

KB = K. Barger	FD = F. Dutra	HJM = H.J. Mitchell
KRB = K.R. Bass	JH = J. Hahn	AJN = A.J. Najarian
JB = J. Butts	LH = L. Horvath	TS = T. Sandoval
JDW = J. Dupont Walker	PK = P. Krekorian	HS = H. Solis

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

**5. SUBJECT: NEW SR-710 NORTH MOBILITY IMPROVEMENT PROJECTS**

**2022-0573**

APPROVED ON CONSENT CALENDAR:

- A. the list of new eligible SR-710 North Mobility Improvement Projects (MIPs) recommended for Board approval,
- B. AUTHORIZING the Chief Executive Officer or their designee to:
  - 1. APPROVE changes in the number, scope, program schedule (allocations and cashflows) and cost estimate for each project within the overall MIP program budget and individual MIP Sponsor allocation;
  - 2. AMEND the MIP Funding Agreements to modify scopes of work consistent with the MIP eligibility requirements; and
  - 3. EXTEND lapse dates for the MIP Funding Agreements when subject to expire to meet environmental, design, right-of-way, and construction time frames.

**6. SUBJECT: EXPO/CRENSHAW JOINT DEVELOPMENT**

**2022-0833**

AUTHORIZED ON CONSENT CALENDAR:

- A. the Chief Executive Officer to execute an amendment to the Exclusive Negotiation Agreement and Planning Document (ENA) with WIP-A, LLC, a wholly-owned subsidiary of Watt Companies (WIP-A), Inc. and the County of Los Angeles (County) in regard to the joint development of 1.77 acres of Metro-owned property and 1.66 acres of County-owned property adjacent to the K Line Expo/Crenshaw Station to extend the term for twelve months, and provide for an additional twelve month option to be exercised at staff's discretion; and
- B. the modification of the ENA's assignment provision to allow for the assignment of the ENA to one or more developer entities, each of which shall be made up of the following entities or an affiliate or instrumentality of such entities: WIP-A, West Angeles Community Development Corporation, The Richman Group of California Development Company LLC and the Housing Authority of the City of Los Angeles (Limited Partnership(s)).

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
Y	Y	Y	A	Y	Y	Y	Y	Y	C	C	Y

**7. SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM ANNUAL UPDATE - LAS VIRGENES/MALIBU SUBREGION** **2022-0863**

**A. APPROVED ON CONSENT CALENDAR:**

1. Deobligating \$3,623,887 from the Las Virgenes/Malibu Subregion’s Measure M Multi-Year Subregional Program (MSP) Active Transportation, Transit, and Tech Program;
2. Programming an additional \$18,708,637 within the capacity of Measure M MSP Highway Efficiency Program;
3. Programming an additional \$5,472,000 within the capacity of Measure R Highway Operational Program; and

**B. AUTHORIZING** the Chief Executive Officer (CEO) or their designee to negotiate and execute all necessary agreements and/or amendments for approved projects.

**8. SUBJECT: SEPULVEDA TRANSIT CORRIDOR** **2022-0862**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to execute Modification No. 4 to Contract No. AE67085000, Sepulveda Transit Corridor Environmental Review and Conceptual Engineering, with HTA Partners (HTA), a joint venture between HNTB Corporation, Terry A. Hayes Associates Inc., and AECOM Technical Services, Inc., in the amount of \$4,108,638.43 for additional technical services to support the environmental phase for all six alternatives and the refinement of the Alternative 6 design, increasing the total contract value from \$54,592,930 to \$58,701,568.43.

<b>JDW</b>	<b>JH</b>	<b>KB</b>	<b>JB</b>	<b>FD</b>	<b>PK</b>	<b>HJM</b>	<b>TS</b>	<b>HS</b>	<b>LH</b>	<b>KRB</b>	<b>AJN</b>
Y	Y	C	A	Y	Y	Y	Y	C	Y	C	Y

**10. SUBJECT: MEASURE M 3% LOCAL CONTRIBUTION GUIDELINES REVISIONS** **2022-0828**

ADOPTED ON CONSENT CALENDAR revised Measure M Guidelines, Section VIII - 3% Local Contribution to Major Transit Projects.

**10.1.SUBJECT: MEASURE M 3% LOCAL CONTRIBUTION GUIDELINES** **2023-0104**  
**REVISIONS MOTION**

APPROVED ON CONSENT CALENDAR Motion by Directors Hahn, Dutra, Butts, and Sandoval that the Board direct the Chief Executive Officer to make the following revisions to the proposed Local Contribution guidelines:

- A. Add language to allow cost-sharing, so that jurisdictions who have qualifying first-/last-mile or in-kind improvements, but do not have a 3% local contribution requirement, can credit those investments they make toward neighboring jurisdictions' 3% local contribution obligations;
- B. Provide jurisdictions with maximum flexibility in all sources of funding for first-/last-mile investments by striking the words "non-Metro" from the first sentence in the "Eligible Funds" section, so that Metro competitive grants may also be an eligible fund source to make qualifying investments, which would be consistent with grant-making policy such as Federal and State funds where local match must come from sources other than those Federal and State funds;
- C. Evaluate a way to exclude the costs associated with regionally significant project elements - such as a new I-105 C Line station on the C Line (Green) or a maintenance and storage facility on the Gold Line Eastside Phase 2 - from the total project's cost's 3% local contribution calculation;
- D. Clarify the local contribution obligation responsibility for any future station, such as a Rio Hondo Confluence Station, that is not part of a project's 30% design but may be added at a later date, to ensure that any 3% obligation for any such station will be borne solely by the jurisdiction(s) in which it is located;
- E. Confirm that qualifying first-/last-mile investments and in-kind contributions shall be considered eligible to credit toward a jurisdiction's 3% local contribution obligation, even if implemented prior to 30% design; and,
- F. Report back to the Board in no more than 120 days on the above requests, including a fact sheet for affected cities.

**11. SUBJECT: MEASURE M FIVE YEAR COMPREHENSIVE** **2022-0854**  
**ASSESSMENT AND EQUITY REPORT CRITERIA**

APPROVED ON CONSENT CALENDAR:

- A. criteria for the Measure M Five Year Comprehensive Assessment and Equity Report; and

(continued on next page)

(Item 11 – continued from previous page)

- B. AUTHORIZING an increase in the Contract Modification Authority (CMA) for Task Order No. PS87260-5433000 under Countywide Planning and Development Bench Contract PS54330009 with Fehr & Peers, in the not-to-exceed amount of \$100,000, increasing the current not-to-exceed CMA amount from \$100,000 to a new CMA amount not-to-exceed \$200,000, thereby increasing the task order value to \$561,713.83 should all modifications be executed.

**14. SUBJECT: BUS SENSOR TECHNOLOGY MOTION**

**2023-0102**

APPROVED ON CONSENT CALENDAR Motion by Directors Hahn, Horvath, Mitchell, Solis, and Krekorian that the Board direct the Chief Executive Officer to report back in June 2023 with recommendations on these new safety features and the feasibility of (1) incorporating them into new bus procurements, (2) installing them into our existing bus fleets, in order to reduce pedestrian collisions and to ensure that bus operators are alerted in the event of a pedestrian-involved collision, and (3) exploring other emerging collision avoidance technologies, pursuant to Metro's Street Safety Data Sharing and Collaboration Policy and Action Plan.

**15. SUBJECT: CREATING A COMMUTER RAIL STATION IN THE CITY OF PICO RIVERA MOTION**

**2023-0103**

APPROVED ON CONSENT CALENDAR Motion by Directors Hahn, Najarian, and Dutra that the Board direct the Chief Executive Officer to work with the Cities of Pico Rivera and Commerce, the Southern California Regional Rail Authority (Metrolink), California High Speed Rail Authority (HSR), Amtrak (LOSSAN), and freight rail operators to conduct a feasibility study and strategic plan for a new commuter rail station within the City of Pico Rivera along the Los Angeles-to-Anaheim rail corridor. The study shall include, but not be limited to the following elements:

- A. Existing and planned land-use and transportation conditions that would best support a new commuter rail station in Pico Rivera;
- B. A rough order of magnitude cost estimate and potential funding sources for a new station in Pico Rivera including elements such as planning and design, right-of-way, environmental, construction, and maintenance costs; and,
- C. The mechanism to include a new commuter rail station in Pico Rivera within the Southern California Association of Government's (SCAG) Regional Transportation Plan/Sustainable Community Strategy.

We, further, move that the CEO report back to the Board within 90 days with initial findings and next steps for the above-requested items.

**18. SUBJECT: SMALL BUSINESS BONDING ASSISTANCE PROGRAM 2022-0786**

AUTHORIZED:

- A. the Chief Executive Officer to approve a no cost Memorandum of Understanding (MOU) with the City of Los Angeles (City) for participation in the City’s Contractor Development and Bonding Assistance Program;
- B. the Chief Executive Officer to award a Contract to Merriwether & Williams Insurance Services (MWIS) for a not to exceed amount of \$2,650,780 for a three-year Bonding Assistance Program, effective March 1, 2023 to February 28, 2026, which piggy-backs on the City of Los Angeles’ contract; and

(REQUIRED SIMPLE, SEPARATE MAJORITY VOTE OF THE FULL BOARD)

- C. ADOPTING a resolution authorizing the Chief Executive Officer and other Authorized Officers to continue the \$4,000,000 line of credit with Bank of America at a cost of \$18,000 per year, for three years and to execute as needed, individual standby letters of credit at a cost of \$2,000 each or 2% of the value of each letter of credit executed, whichever is greater.

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
Y	C	Y	Y	Y	Y	C	Y	C	Y	C	Y

**19. SUBJECT: EAST SAN FERNANDO VALLEY LIGHT RAIL TRANSIT LINE PROJECT 2022-0865**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

- A. AWARD a firm fixed price Contract No. PS89616000 to San Fernando Transit Constructors (SFTC), a Joint Venture (JV) of Skanska USA Civil West California District, Inc. (Skanska) and Stacy and Witbeck, Inc., for Phase 1 Preconstruction Services of the Progressive Design-Build contract for the East San Fernando Valley Light Rail Transit Line Project (Project) in the amount of \$30,979,750, subject to the resolution of protest(s) if any;
- B. ESTABLISH a Preconstruction Phase-of-Project Budget (Preconstruction Budget) for the Project in the amount of \$496,856,000; and
- C. NEGOTIATE and EXECUTE all project-related agreements and modifications to existing contracts within the authorized Preconstruction Budget.

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
Y	Y	C	A	Y	Y	Y	Y	C	Y	C	Y

**21. SUBJECT: PURCHASE OF THREE CNG ARMORED VAULT TRUCKS 2022-0842**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a firm fixed price contract DR827453000 to Los Angeles Truck Centers, LLC, the lowest responsive and responsible bidder for three (3) CNG Armored Vault Trucks for a firm fixed price of \$1,211,139.67, inclusive of sales tax and fees, subject to resolution of any properly submitted protest(s), if any.

**22. SUBJECT: DRUG TESTING LABORATORY SERVICES 2022-0866**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a five-year, firm fixed unit rate Contract No. PS75883000 to Phamatech, Inc. (Phamatech) to provide drug testing laboratory analysis services in an amount not-to-exceed \$377,025 for a base term of three years, plus \$135,675 for each of the two, one-year option terms for a combined not-to-exceed amount of \$648,375, effective April 1, 2023, subject to the resolution of any timely protest(s), if any.

**23. SUBJECT: CUSTOMER EXPERIENCE RESEARCH SERVICES BENCH 2022-0870**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

A. AWARD seven (7) bench Contract Nos. PS43815000 through PS43815006, for Customer Experience (CX) research services to the firms listed below, for a total not-to-exceed amount of \$6,893,226 for the initial three-year base term, plus \$2,531,252 for the first, one-year option and \$2,657,814 for the second, one-year option, for a combined total not-to-exceed amount of \$12,082,292, effective March 1, 2023, subject to resolution of protest(s), if any; and

**1. Discipline 1: Intercept Survey**

- 1.1 ETC Institute
- 1.2 Hispanispace, LLC dba ThinkNow Research
- 1.3 Maroon Society, Inc.
- 1.4 Redhill Group, Inc.

**2. Discipline 2: Online and Telephone Survey**

- 2.1 Barrios and Associates, LLC dba Communications Lab
- 2.2 EMC Research, Inc.
- 2.3 Maroon Society, Inc.
- 2.4 Quantum Market Research, Inc.
- 2.5 Redhill Group, Inc.

**3. Discipline 3: Qualitative Research**

- 3.1 Barrios and Associates, LLC dba Communications Lab
- 3.2 EMC Research, Inc.
- 3.3 Hispanispace, LLC dba ThinkNow Research

(continued on next page)



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- 3.4 Maroon Society
- 3.5 Quantum Market Research, Inc.
- 3.6 Redhill Group, Inc.

**4. Discipline 4: User Experience Testing**

- 4.1 Redhill Group, Inc.

**5. Discipline 5: General Research Support**

- 5.1 Maroon Society, Inc.
- 5.2 Redhill Group, Inc.

B. EXECUTE individual task orders for up to \$2 million per task order.

**27. SUBJECT: REPORT BY THE CHIEF SAFETY OFFICER**

**2023-0123**

RECEIVED oral report from the Chief Safety Officer.

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
P	P	P	P	P	P	P	P	P	P	P	P

**28. SUBJECT: MAXIMIZING USE OF METRO PROPERTY FOR TEMPORARY AND PERMANENT HOUSING MOTION**

**2023-0125**

APPROVED Motion by Directors Bass, Hahn, Najarian, Mitchell, Solis, and Krekorian that the Board direct the Chief Executive Officer to:

- A. Report back at the March 2023 Executive Management Committee with a list of all Metro-owned property, including rights-of-way and parking lots, that are vacant, surplus, or underutilized. For any parcel with significant limitation or restriction that might preclude it from being used for temporary or permanent housing with on-site supportive services, Metro should include all covenants, easements, leases or other land use, revenue, or regulatory restrictions that apply to the identified parcel;
- B. Report back to the Board in April 2023 on strategies to streamline the production of temporary housing consistent with the policies of Executive Directive 3; and
- C. Report back to the Board in April 2023 on a strategy to accelerate affordable housing joint development efforts on Metro properties to achieve 10,000 new housing units.

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

**29. SUBJECT: FEMALE PARTICIPATION IN PROJECT LABOR AGREEMENT/CONSTRUCTION CAREERS POLICY CONSTRUCTION PROJECTS MOTION**

**2023-0126**

APPROVED Motion by Directors Horvath, Mitchell, Bass, Solis, Hahn, and Dupont-Walker that the Board direct the Chief Executive Officer to:

- A. Commission a refresh on the construction workforce disparity study and report back with status updates in each PLA/CCP Quarterly Update to the Board, and report on findings and recommendations of the study in September 2023 (with the understanding that the disparity study may still be in progress).
- B. Report back on the potential application of cultural competency requirements in contractor and staff training related to working with historically underutilized populations in the trades, with a focus on tradeswomen, as well as similar qualitative metrics that can be used in Metro’s proposal evaluation and contracting processes; and
- C. Report back on the feasibility of creating bid preference incentives that can be applied to increase the number of women working on Metro funded construction projects, while not compromising the Agency’s race conscious contracting goals, including but not limited to: the history of a contractor’s compliance with Metro’s Female Utilization Goal; supporting working parents with the availability of dependent care spending account benefits in addition to access to child care; and working with organizations such as Women in Non-Traditional Employment Roles (W.I.N.T.E.R) to apply best practices in future contracts etc.

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

**30. SUBJECT: IMPROVING COMMUNITY HEALTH AND SAFETY AT WESTLAKE/MACARTHUR PARK STATION MOTION**

**2023-0127**

APPROVED Motion by Directors Solis, Dupont-Walker, Mitchell, Hahn, and Horvath that the Board direct the Chief Executive Officer or her designee to provide a report back in June 2023 that includes a plan for implementing care-centered strategies to improve community safety and health at the Westlake/MacArthur Plaza Station and nearby transit stops. The report should consider the following:

- A. Summarizing social climate insights and feedback themes from a review of past surveys, community meetings/workshops, focus groups, and/or socioeconomic data;
- B. Conducting language-inclusive station customer experience (CX) research

(continued on next page)

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involving transit riders, frontline workers, and community members to identify their priorities and preferences for transit station and stop amenities and uses;

- C. Identifying and comparing different pilot model options to bring care-centered strategies to this station by total cost, timeline, partnerships needed, and community benefit; and
- D. Developing recommendations for implementing identified strategies at existing and future Metro transit stations and stops, including potential funding sources.

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

**31. SUBJECT: BLUE LINE SERVICE HUB IN LONG BEACH MOTION** **2023-0130**

APPROVED Motion by Directors Hahn, Bass, Solis, and Dutra that the Board direct the Chief Executive Officer to engage the Los Angeles Homeless Services Authority (LAHSA), as well as the County of Los Angeles and City of Long Beach, in order to implement a new homeless service hub in Long Beach along the Metro Blue Line that can address issues associated with the End of Line policy. Further, we direct the CEO to provide an update on this effort in the April 2023 report back, including a public summary document that offers (a) a rationale for a selected service hub location, (b) a plan for operations, and (c) strategies for addressing anticipated challenges.

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

**32. SUBJECT: EAST SAN FERNANDO VALLEY LIGHT RAIL TRANSIT LINE PILOT BUSINESS INTERRUPTION FUND MOTION** **2023-0131**

APPROVED Motion by Directors Krekorian, Najarian, Horvath, Barger, Bass, and Dupont-Walker that the Board direct Metro to complete a comprehensive assessment of the Pilot Business Interruption Fund program and report back in March with recommendations on how the Pilot BIF could be applied to address local business impacts created by the construction of the East San Fernando Valley Light Rail Transit Line Project.

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

**33. SUBJECT: CLOSED SESSION**

**2023-0117**

A. Conference with Legal Counsel - Existing Litigation - G.C. 54956.9(d)(1)

- Chom Ae Chong v. LACMTA, Case No. 19STCV21175

APPROVED settlement in the amount of \$275,000.

JDW	JH	KB	JB	FD	PK	HJM	TS	HS	LH	KRB	AJN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y

**ADJOURNED AT 1:49 P.M. IN MEMORY OF JOSELITO "JOEY" DANAN AND BISHOP DAVID O'CONNELL.**

Prepared by: Mandy Cheung  
Administrative Analyst, Board Administration



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Collette Langston, Board Clerk



## Board Report

File #: 2022-0849, File Type: Program

Agenda Number: 5.

### PLANNING AND PROGRAMMING COMMITTEE MARCH 15, 2023

**SUBJECT: AWARD RECOMMENDATIONS FOR RECREATION ACCESS COMPETITIVE GRANT PROGRAM**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATIONS**

CONSIDER:

- A. APPROVING project selection and programming of \$1,000,000 for the Recreation Access Competitive Grant Program (Attachment A).
- B. AUTHORIZING the Chief Executive Officer (CEO) or her designee to negotiate and execute all necessary agreements for approved projects.
- C. AUTHORIZING the CEO or her designee to adjust programming amounts, including, but not limited to, soliciting additional project applications, shifting funding amounts between the awarded projects, and/or increasing award amounts should additional funding become available.

#### **ISSUE**

On June 27, 2019, the Metro Board of Directors (Board) approved a motion directing staff to “collaborate with the County of Los Angeles [Regional Park and] Open Space District by contributing \$1 million in funding to create a grant program for cities and non-profits to fund transit to parks programs and initiatives” (Attachment B). The Recreation Access Competitive Grant Program, developed by the County of Los Angeles with input from Metro staff (Attachment C), allocates \$1 million for investment in transit improvements to increase access to parks and open spaces.

Staff has solicited, received, and evaluated project submittals. Staff recommends partial awards for both project submittals received as described in this report.

This funding recommendation is aligned with the goals and recommendations in the Board-adopted Transit to Parks Strategic Plan (Strategic Plan) and motion to provide funding up to \$1 million. Board approval is necessary to program the funds for the recipient agencies.

#### **BACKGROUND**

On June 27, 2019, the Board adopted the Strategic Plan (Item 22, File #2018-0774). The Strategic Plan presents a systematic vision for increasing access to parks and open space countywide and specifically addresses access inequities shown in the Los Angeles County Parks and Recreation Department's 2016 Countywide Parks Needs Assessment. The Strategic Plan analyzed data to identify target locations and described best practices and techniques for self-sustaining projects. At the same meeting, the Board directed staff to partner with the LA County Regional Park and Open Space District (RPOSD) by contributing \$1 million in funding for the Recreation Access Competitive Grant Program, with the intent of funding transit service, connections (e.g., shuttles from fixed route transit), or related efforts. Metro's funding for this program is leveraging the County's Measure A funding while collectively improving access to parks and open space countywide.

Staff previously worked with RPOSD staff on the 2019-2020 Recreation Access Competitive Grant Program guidelines to reference the Strategic Plan and emphasize funding projects that implement programs and initiatives from the Plan. The grant program opened on September 9, 2019, and closed on February 25, 2020. Staff was notified on July 23, 2020, by RPOSD staff that the program was canceled due to the COVID-19 pandemic. However, staff continued to coordinate with RPOSD staff on the re-release of the Recreation Access Competitive Grant Program. The re-released grant program opened on June 20, 2022, and closed on September 29, 2022. Potential eligible applicants could submit their applications through RPOSD's Grants Management System. Promotion of the funding program was sent via e-blast through RPOSD's distribution list that, combined with several additional recipients provided by Metro, totaled nearly 3,000 staff persons from potential eligible agency applicants. On July 7, 2022, RPOSD held a virtual workshop for potential eligible applicants for the Recreation Access Competitive Grant Program. Staff also promoted the funding program through the Bus Operations Subcommittee and Local Transit System Subcommittee. The program received two applications requesting Metro's funding.

Staff surveyed eligible applicants who did not apply for the program to determine if potential barriers limited the response. The results of the assessment concluded three common factors:

1. Labor shortages, especially bus operators, dissuaded agencies from applying for funding to expand transit service.
2. Available funding is insufficient to sustain service long-term, and agencies are hesitant to seek funding for limited term pilots.
3. Agency staff transition and turnover hindered program awareness.

## **DISCUSSION**

The overarching goals of Metro's funding for the Recreation Access Competitive Grant Program align with those in the Strategic Plan, which are to identify targeted, holistic ways to increase access to parks and open spaces, especially for communities most in need of such access.

### **Program Requirements**

Metro's funding component for the Recreation Access Competitive Grant Program included the following program requirements:

- Lead applicants must be a local/municipal transit agency or a public park authority.
- Applicants are required to identify and partner with a community-based organization (CBO) as part of the project development process.
- Funding available for new or augmented transit service and supportive elements, including transit stop improvements, marketing materials, educational and interpretive programming, improved signage, and wayfinding, among others.
- New or augmented transit service must connect a Strategic Plan-identified “Community of Interest” (generally, communities that suffer from poor access to parks and outdoor recreation) to a high-quality park or open space.
- Ten percent (10%) local match requirement can be cash or “in-kind” resources, such as staff time.
- Community engagement, market research, and performance monitoring requirements.

### Project Selection

Two applications were submitted by September 29, 2022, requesting Metro’s funding from the Recreation Access Competitive Grant Program. Metro assembled an evaluation team composed of four agency staff from multiple departments for projects seeking funding from Metro. The four independent evaluators scored both applications. Applications were scored using the following criteria:

- Project Elements
- Project Outcomes
- Supportive Programs & Initiatives
- Innovative Partnerships
- Community Engagement & Market Research
- Budget & Funding Strategy
- Performance Monitoring & Cost Effectiveness

Funding recommendations are based on the average total evaluation score and are limited by the amount of available funds (Attachment A). Both projects, as described below, are eligible, scored favorably, and are recommended for partial funding. Both applicants have confirmed that projects are viable with partial funding and can commence. Given the partial awards, the recommended action provides the CEO discretion to adjust the award amounts.

- *Mt. Wilson Express Route Development & Operations*  
Weekend shuttle to connect transit riders from Memorial Park Station on the Metro L Line (Gold) to the Angeles National Forest. The route travels along the 210 Freeway to Angeles Crest Highway (Highway 2), with forest stops at the Mt. Wilson Observatory, the Haramokngna American Indian Cultural Center at Red Box, Clear Creek Information Center, and trailheads at Eaton Saddle, Colby Canyon and Gould Mesa.
- *Nature Education Program at the Stone Barn Nature Center in Glendale's Deukmejian Wilderness Park*  
Bus transportation with designated stops in Glendale to visit Deukmejian Wilderness Park one day a week to allow youth and their families to explore the park on their own, as part of the

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monthly Glendale Outdoors (GO!) Program where youth and their families can ride the bus at no charge.

### **DETERMINATION OF SAFETY IMPACT**

There is no direct safety impact associated with the recommended action.

### **FINANCIAL IMPACT**

Approval of the award recommendation for the Recreation Access Competitive Grant Program would have a one-time \$1 million financial impact to the agency. Funding for this program fulfills the Board directed intent to broaden the reach of the County's Measure A funding, which collectively improves access to parks and open spaces countywide.

#### **Impact to Budget**

The Office of Management and Budget has identified eligible and available Prop A/C/TDA Administrative funds as the funding source for the \$1 million award recommendation. The FY24 Budget will include funds in Project 473003 and Cost Center 0441. Since these are multi-year projects, the Cost Center managers and Chief Planning Officer will be responsible for budgeting in future years.

### **EQUITY PLATFORM**

The recommended action awards funds to two eligible projects. Award recommendations are based on criteria that culminate a multi-step process that considers and elevates equity considerations at all stages. Specifically, to be considered for funding, projects must provide connections to park facilities from "Communities of Interest" as designated in the Strategic Plan. Communities of Interest are designated based on a variety of socio-economic factors, health indices, and are most associated with locations with poor access to open space and outdoor recreation. Both awarded projects would provide transportation service within at least 3 Metro-designated Equity Focused Communities within Pasadena and Glendale, respectively. Note that precise routing is subject to change. Beyond this direct benefit, residents of other Equity Focused Communities may benefit by connecting to these services from the larger transit network. As such, the selected projects will benefit transit riders in specifically targeted communities with lower incomes and poor health outcomes. Further effort will be undertaken by implementing awarded projects to ensure that intended benefits to highest need residents are realized. This includes a requirement for awarded projects to conduct inclusive outreach and to partner with community-based organizations (CBO), which aligns with Metro's own CBO Partnering Strategy. Potential harms associated with the projects are limited and may include noise and congestion for local residents along transit service routes, as well as limited utility of these projects for transit riders in locations that would require long travel times. Potential harms may be reduced by outreach and community involvement during the project, grant oversight from Metro staff, and through thoughtful project design.

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



The program advances several Strategic Plan Goals including:

- Goal #1: High-quality mobility options - advances new transit connections to high-quality parks and open spaces for communities who lack that type of access.
- Goal #2: Outstanding trip experiences for all - selected project will be coupled with supportive elements to both encourage the success and help raise the visibility of this transit service including marketing materials, educational and interpretive programming, improved signage and wayfinding, among others.
- Goal #3: Enhancing communities and lives - targeting investment to “Communities of Interest” that were identified by overlaying three pre-existing measures of disadvantage with a series of demographic characteristics.
- Goal #4: Transform LA County through collaboration and leadership - prompts new partnership models with transit providers, park agencies, and community-based organizations to deliver various project elements.

### **ALTERNATIVES CONSIDERED**

The Board could elect not to approve the selected projects and the programming of funds; however, this is not recommended as the Recreation Access Competitive Grant Program is a Board-directed activity (Attachment B). Without approval and programming of funds for the selected projects under the Recreation Access Competitive Grant Program, this would further delay increasing transit access to a high-quality park and open space areas for communities who lack that type of access.

### **NEXT STEPS**

Upon Board approval, the respective implementing agencies will be notified, and Funding Agreements will be executed. Staff will continue to work with the selected projects as described in this report. Annual updates will be provided to the Board.

### **ATTACHMENTS**

Attachment A - Award Recommendations

Attachment B - Transit to Parks Board Motion 22.1

Attachment C - Recreation Access Competitive Grant Program Guidelines

Prepared by: Chris Moorman, Senior Transportation Planner, Countywide Planning & Development, (213) 547-4268

Jacob Lieb, Senior Director, Countywide Planning & Development (213) 547-4272

Cory Zelmer, Deputy Executive Officer, Countywide Planning & Development, (213) 922-1079

David Mieger, Senior Executive Officer, Countywide Planning & Development, (213) 922-3040

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



Stephanie N. Wiggins  
Chief Executive Officer

**Recreation Access Competitive Grant Program**  
**Award Recommendations**

<b>Rank</b>	<b>Lead Applicant</b>	<b>Co-Applicant</b>	<b>Project Title</b>	<b>Funding Request</b>	<b>Award Recommendation</b>
1	City of Pasadena	Nature for All	Mt. Wilson Express Route Development & Operations	\$ 1,000,000.00	\$ <b>747,244.54</b>
Weekend shuttle to connect transit riders from Memorial Park Station on the Metro L Line (Gold) to the Angeles National Forest. The route travels along the 210 Freeway to Angeles Crest Highway (Highway 2), with forest stops at the Mt. Wilson Observatory, the Haramokngna American Indian Cultural Center at Red Box, Clear Creek Information Center, and trailheads at Eaton Saddle, Colby Canyon and Gould Mesa.					
2	City of Glendale		Nature Education Program at the Stone Barn Nature Center in Glendale's Deukmejian Wilderness Park	\$ 338,250.00	\$ <b>252,755.46</b>
Bus transportation with designated stops in Glendale to visit Deukmejian Wilderness Park once a week to allow youth and their families to explore the park on their own as part of the monthly Glendale Outdoors (GO!) Program where youth and their families can ride the bus at no charge.					
<b>TOTAL</b>				<b>\$ 1,338,250.00</b>	<b>\$ 1,000,000.00</b>



# Metro

## Board Report

File #: 2019-0532, File Type: Motion / Motion Response

Agenda Number: 22.1

### REGULAR BOARD MEETING JUNE 27, 2019

#### Motion by:

**KUEHL, SOLIS, FASANA, BARGER AND GARCETTI**

Related to Item 22: Transit to Parks

Los Angeles County's Parks and Recreation Countywide Comprehensive Needs Assessment documents the lack of access to parks and open spaces in Los Angeles County. More than 40 percent of lower income households in the County do not have easy access to a park. Moreover, 22 percent of the County's large public open spaces do not have direct public transit connections. Metro's Transit to Parks Strategic Plan represents a strategic vision for increasing access to parks and open space, specifically for disadvantaged communities.

Improving access to parks and open spaces by filling in the gaps in our regional transportation network requires collaboration at all levels of government. The recent passage of Measure A, the Safe, Clean Neighborhood Parks and Beaches Measure and Metro's own Measure M provide us with a unique opportunity to improve access to our open space treasures by partnering with Los Angeles County Regional Parks and Open Space District in their Recreational Access Competitive grant Program. The Open Space District has \$5 million in funding available for grants to local government entities and non-profits to improve access to parks and open spaces. By leveraging a small amount of staff time and funding, Metro will potentially see a significant return on their investment.

**SUBJECT: TRANSIT TO PARKS**

#### **RECOMMENDATION**

APPROVE Motion by Kuehl, Solis, Fasana, Barger and Garcetti that the Board direct the CEO to:

1. Designate a Metro Transit to Parks liaison responsible for internal and external coordination of Transit to Parks Strategic Plan activities and monitoring.
2. Create marketing and promotional materials for existing and future transit lines serving parks and open space areas including a web based access tool, identifying transit routes to public lands.

3. Perform outreach to Councils of Government (COGs), parks organizations, municipal operators and other partner agencies to promote the Transit to Parks Strategic Plan as a resource and encourage funding and implementation partnerships.
4. Collaborate with the Los Angeles County Open Space District by contributing \$1 million in funding to create a grant program for cities and non-profits to fund transit to parks programs and initiatives.
5. Pursue discretionary funding opportunities for Transit to Parks Strategic Plan activities including providing grant writing assistance to eligible partner agencies and non-profits.
6. Collaborate with County of Los Angeles Department of Parks and Recreation to determine a baseline number of Los Angeles County residents who lack a 10 minute walk or ride to a park. Support County of Los Angeles Parks in updating that data in congruence with the LA County Park Needs Assessment every 5-8 years.
7. Utilize the Transit to Parks Strategic Plan as a guiding document in the development of a Regional Service Concept through the NextGen Bus Study.
8. Utilize the information contained in this board report and accompanying study in the formation of the recommendations to integrate transit-to-parks planning into 28x'28 and Measure M project planning.
9. Report back to the Board every 6 months with status updates.



# Recreation Access

## MEASURE A COMPETITIVE GRANT PROGRAM

IN COLLABORATION WITH



**Metro**<sup>®</sup>

**Guidelines**

July 2022



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## APPENDIX

### Appendix A: Language Access Requirements for Community Outreach and Engagement

## Introduction

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The Los Angeles County Regional Park and Open Space District (RPOSD) is responsible for implementing and administering the Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure of 2016 (Measure A). Seventy-five percent (75%) of Los Angeles County voters approved Measure A in November of 2016, which authorizes dedicated local funding for park, recreation, and open space projects and their maintenance through an annual special tax on all taxable real property in the County. Measure A makes funding available to eligible applicants (Eligible Applicants) for projects that repair and upgrade parks and recreational facilities; create new parks; preserve and protect open spaces and beaches; and support recreational programming.

These guidelines are for the 2022 Recreation Access Competitive Grant Program grant cycle and reflect a collaboration with the Los Angeles County Metropolitan Transportation Authority (Metro) to meet the directives of both our Boards as well as leverage our separate funding sources to begin to meet the needs of our communities in accessing parks and recreational amenities. The guidelines will provide a better understanding of the application process and evaluation criteria for both the RPOSD and Metro programs.

The majority of the evaluation criteria for the RPOSD program comes from the Measure A Implementation Steering Committee Proceedings. For more information regarding Measure A funding opportunities, programs, and procedures, please refer to the Measure A Grants Administration Manual (GAM) and the Measure A Basics Handbook. Additional information is also available online at [RPOSD.LACounty.gov](http://RPOSD.LACounty.gov).

### *Important Note:*

*The original version of this document was released on June 2, 2022. Important changes have been made to the guidelines and published as **Addendum I to the Recreational Access Competitive Program** on June 22, 2022, as **Addendum II to the Recreational Access Competitive Program** on July 6, 2022. The changes listed in both addenda have been incorporated into this document dated **July 6, 2022**.*

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# Two Competitive Grant Programs in One Document

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This document provides information on the Measure A Recreation Access Program (“RPOSD Program”) and Metro’s Recreational Access Program (“Metro Program”). Each program has its own application process in the Grants Management System (GMS), unique requirements, and includes its own application questions and evaluation process.

Although the eligibility requirements for each program are unique, an Eligible Applicant that meets both sets of requirements may choose to apply for both programs.

## RPOSD’S PROGRAM

The overarching goals of RPOSD’s funding for the Recreation Access Program include the following:

- Establish and implement programming or continue building upon established programs.
- Increase the ability of residents to access public lands, park facilities, and park amenities, including education, interpretative services, safety information, transportation, and related activities.
- Increase the accessibility for recreational purposes for County residents, especially those in High Need or Very High Need Study Areas.

## METRO’S PROGRAM

The overarching goals of Metro’s funding for the Metro Program include the following:

- Advance key Metro policies, especially the Transit to Parks Strategic Plan and the [Equity Platform](#).
- Provide connections to High Need quality parks and open spaces, especially for communities that lack access.
- Serve as a catalyst to advance Transit to Parks projects and initiatives across Los Angeles County.
- Encourage innovative partnerships, supportive programming, and advance models for Transit to Parks connections.

For more information on the Metro Program, go to page 29.

# Measure A Recreation Access Program Guidelines

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## PROGRAM DESCRIPTION

Measure A allows for up to fifteen percent (15%) of Category 3 and 4 funds to be awarded to Recreation Access grant programs. These grants shall establish new programs (New Programs) or expand/enhance existing programs (Existing Programs) to increase County residents' access to public lands, park facilities, and park amenities, including education, interpretive services, safety information, transportation, and other activities, especially for those living in High Need or Very High Need Study Areas.

RPOSD shall prioritize grants to Eligible Applicants that provide services to, or recruit a majority of their participants from, the areas of High Need and Very High Need, as identified in the 2016 Countywide Park Needs Assessment Report.

## AVAILABLE FUNDING

The amount of Measure A funding available for the program is: \$11,187,267

## PROGRAM AWARD SIZE AND TIMEFRAME

The requested grant awards must meet the minimum and maximum grant award size requirements. Successful Eligible Applicants will be eligible for three years of program funding, contingent on successful completion of program Year 1.

- Minimum: \$200,000
- Maximum: \$1,200,000

Programs that require funding beyond these Measure A limits may include funding from other sources that is secured at the time of application submission. Unsecured funding will not be considered for purposes of evaluating an application.

## PROGRAM ELIGIBILITY

The program must be either a New Program or an enhancement/expansion of an Existing Program and must meet the following definition:

Programs that increase the ability for County citizens to access public lands, park facilities, and park amenities, including education, interpretative services, safety information, transportation, and other activities that increase the accessibility for County residents, especially for those in High Need or Very High Need Study Areas.

Eligible Applicants must provide proof that the intended program meets all the following eligibility requirements to apply for a grant award:

- The program increases or will increase the ability for County residents to access public lands, park facilities, park amenities, and recreational opportunities as defined in these guidelines;
- The program trip(s) destination must occur within Los Angeles County, if applicable;
- The program improves or will improve accessibility, connectivity, and safety, including opportunities for education, interpretive services, and active recreation; and
- The program meets the requirements of the Americans with Disabilities (ADA) Act of 1990.



*Program Examples (For purposes of illustration only, not meant to be all inclusive):*

- Community-Based Recreation Programs- Enhance and engage participants for access to recreation and programming located within their communities;
- Outdoor Education Programs- Serving participants who have limited access and familiarity with the outdoors, including local and regional Los Angeles County parks, County natural areas, local mountains, beaches, etc.
- Establishing partnerships with Recreation Service Providers that serve to enhance recreation access for residents in a High Need/Very High Need Study Area. (e.g. summer programs, cultural events at parks, special events, etc.)
- Pop-up recreational or interpretive programs.

## APPLICATION SUBMISSION RULES

1. Eligible Applicant must be in Good Standing with RPOSD to apply for grant funding. Please refer to the Good Standing section, Page 11, of the Program Guidelines for more information.
2. A maximum of two application submissions are allowed per Eligible Applicant for this program. Each of Los Angeles County's departments (Parks and Recreation, Beaches and Harbors, Public Works, etc.) and departments of Large Cities are considered distinct Eligible Applicants for purposes of this grant program. Accordingly, they each may submit up to two separate applications. Large Cities are defined as having 100 or more parks as listed on their park inventory data in the LA Parks Portal.
3. Incomplete application submissions will not be considered. A response for each question must be provided.
4. Applications will not be accepted after the deadline of September 29, 2022, at 10:00 a.m.
5. Any questions regarding the grant program must be submitted by August 15<sup>th</sup>, 2022, on or before 5:00 p.m., and in accordance with the Frequently Asked Questions from the Eligible Applicants section.

## APPLICATION FILING PERIOD

Application Period Opens: June 20, 2022

Application Period Closes: September 29, 2022, at 10:00 a.m.

## GRANTS MANAGEMENT SYSTEM REGISTRATION AND ELIGIBILITY

Eligible Applicants are required to complete an online registration process prior to applying for a grant program opportunity. Eligible Applicant registration information must be entered and submitted in GMS (<http://grantfunding.rposd.lacounty.gov>). Eligible Applicants requiring assistance with the registration process are encouraged to contact RPOSD. Specific registration requirements for each agency type are listed below. **This step can be skipped if your agency is already registered in the GMS.**

## TYPES OF ELIGIBLE APPLICANTS

### Public Agencies

Any governmental agency, special district, or joint powers authority (JPA) that is authorized to acquire, develop, improve, and restore real property for beach, wildlife, park, recreation, community, cultural, open space, water quality, flood control, or gang prevention and intervention purposes within Los Angeles County is eligible to apply for Measure A grants.

### Nonprofit Organizations

Eligible nonprofit organizations must have a mission related to one or more of the following focus areas:

- Environmental protection and preservation
- Park, recreation, community services, or facilities
- Gang prevention and intervention
- Environmental education and interpretation
- Tree planting
- Conservation and preservation of wetlands or of lands predominantly in their natural, scenic, historical, forested, or open space condition
- Restoration of lands to a natural, scenic, historical, forested, or open space condition
- Job skills training and educational opportunities to young adults and/or veterans

### Registration Requirements for Nonprofit Organizations

- **Proof of Mission.** Documentation showing mission statement relates to nonprofit focus areas stated above.
- **Articles of Incorporation.** Documentation as filed with the state.
- **Proof of 501 (c) 3 status.** If applicable, also provide Conservation Corps certification; and/or certification that training, education, placement services provided meet requirements.
- **Proof of Good Tax Standing.** Copy of latest IRS Form 990 (Return of Organization Exempt from Income Tax).

### Schools

Public and private nonprofit schools are eligible to apply for Measure A grants with RPOSD, provided that they allow public use of school facilities during non-school hours or offer education/training programs. Vocational schools offering education/training programs or certification placement services to youth and veterans are also eligible.

### Registration Requirements for Schools

Schools allowing public use of school facilities during non-school hours will be required to submit a joint/shared-use agreement or letter of intent to enter a joint/shared-use agreement when completing a grant application.

## ADDITIONAL REGISTRATION REQUIREMENTS

All Eligible Applicants must adhere to the following:

- **Financial Statement**

Eligible Applicants, and/or Agency in Partnership, must provide their latest completed Financial Statements (must be within the last 3 years). A Comprehensive Annual Financial Report (CAFR) is acceptable for cities and other public agencies that file one (must be the most recent report).





- **Federal Tax Identification Number**

Eligible Applicants must supply their federal tax identification number.

- **Los Angeles County Vendor ID**

Eligible Applicants must have a Los Angeles County Vendor ID number. Eligible Applicants without a Los Angeles County Vendor ID number can obtain one at <https://camisvr.co.la.ca.us/webven/LoginNew.asp>.

- **Enrollment in Direct Deposit**

Per the Los Angeles County's *Method of Payment for County Contractors, Vendors, and Other Payees* policy, Electronic Fund Transfer or direct deposit is the default form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. All Eligible Applicants must confirm their enrollment in direct deposit with the County or provide documentation of an approved exemption.

## QUESTIONS FROM ELIGIBLE APPLICANTS

Eligible Applicants may submit questions in two different ways:

1. Questions can be submitted by email to [info@rposd.lacounty.gov](mailto:info@rposd.lacounty.gov). Please identify the grant program name in the subject line.
2. Or during the online workshop in the chat box.

RPOSD will publish a Frequently Asked Questions document to the RPOSD website prior to the grant application deadline.

All questions must be submitted by August 15, 2022, on or before 5:00 p.m. in order for RPOSD to provide a response before the application submission deadline.

### Eligible Applicants with Subsidiary Organizations

The Eligible Applicant must decide whether the main organization or one of its subsidiaries will apply for grant funding. The main organization and subsidiary cannot both be considered an Eligible Applicant.

## APPLICATION PROCESS

The application for all funding opportunities with RPOSD is to be completed in the online GMS. Each of the funding opportunities, in this case a competitive grant program, will have a set of questions that are specific to each program. The application will include questions specific to this grant program and require that supportive documentation be uploaded to GMS.

### Application Questions

RPOSD has provided directional notes along with the questions (in italicized font) to help Eligible Applicants understand the online application, which will need to be completed and submitted through GMS. The application will have additional detailed directions for each question and will outline the process required to submit a completed application.

### General Information

*All Eligible Applicants are expected to provide the following details.*



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
**MEASURE A COMPETITIVE GRANT PROGRAMS GUIDELINES – JULY 2022**

- Program Title
- Primary Contact
- Authorized Official
- Organization

### Acknowledgements

*All Eligible Applicants must review and acknowledge the following requirements.*

- Proof of Jurisdiction Support to Apply for Measure A Grants

Written support to apply for, accept, and administer grant funds from an authorized representative for the applying department, City Manager's Office, Parks and Recreation department head, City Council, Board of Directors, or other leadership deemed appropriate by the Eligible Applicant.

- Competitive Grant Application Workshop

It is recommended that all Eligible Applicants attend the application workshop (date to be announced) before applying.

- Good Standing

Eligible Applicants must be in Good Standing with RPOSD prior to applying for grant funding. If the Eligible Applicant is an existing RPOSD grantee, all grants agreement(s) must be in full compliance throughout the competitive review process, approval process, award process, and through the duration of the program performance period. Eligible Applicants that have never received funding from RPOSD are considered to be in Good Standing. For existing Grantees, contact your RPOSD Grants Officer to verify Good Standing.

- Eligibility Requirement

Eligible Applicant understands that they will be required to provide grant support documentation throughout the grant's lifespan should their program application be selected as a recipient of a grant award per the Program Requirements.

- RPOSD Signage and Branding

Grant funded programs shall acknowledge the assistance of RPOSD funding prominently on all signage, outreach materials, and related documents, in accordance with RPOSD's Branding Policy. For further instructions and more information, refer to the RPOSD website or the Grants Administration Manual.

- Review of Project Delivery

Eligible Applicants must provide the final Grant Agreement closing date at the time of submitting a grant application.

RPOSD procedures requires that existing grants are closed upon completion date. Failure to close a grant within the project completion date will affect the Good Standing status.

- Review of Addenda

Review FAQ's, addenda, and updated content on the RPOSD website. Select the appropriate grant program to review the updated content.

- COVID-19 Requirements

Eligible Applicants must consider all relevant federal, state, and local guidelines and protocols related to COVID-19 in their proposals, including, but not limited to, physical distancing requirements and mask mandates. Proposals must also consider alternative scenarios should federal, state, and local guidelines and protocols related to COVID-19 change before funds are expended.

### **Agency Information**

- Select Agency Type
- Authorized Representative
- Authorized Designee

### **Program Budget**

Include a detailed spreadsheet that explains all costs for the Program from Year 1 through Year 3, including start-up and close-out costs. Please note, the funding awarded will only cover the three years of the Program specified in the Project Agreement.

The budget form is separated into the following sections:

- Program Year 1 (include start-up costs)
- Program Year 2
- Program Year 3 (include close-out costs)
- Contingency (an incidental expense that cannot exceed more than ten percent (10%) of the total grant award for unforeseen, eligible expenditures)

Budgeted items are to be entered in the correct section of the budget.

The following information must be provided on the budget form:

- Provide a line-item budget for the grant amount requested in the application using the budget form. (Spreadsheet report required. Include documentation that supports the calculations of the budgeted expenses.)
- Provide a brief description of each budget item (task) included in the budget.
- Include a Start Date and End Date for each task.
- Identify the deliverable for each task.
- Enter comments to provide additional information as necessary for each budget task.

### **Other Funding Sources**

Eligible Applicants may include a line-item budget that lists costs to be paid for using non-Measure A funding. However, these sources can only be included in the budget form if the funding source is secured at the time of application submission.

**Do not include budget items to be paid for using non-Measure A fund sources that have not been secured at the time of application submission.**



## APPLICATION QUESTIONS FOR NEW PROGRAMS

(If applying for funding for an EXISTING Program, go to page 14 for Application Questions)

### General

- Identify what type of New Program you are seeking funding for.  
*Provide narrative of the overarching goals, measurable objectives, and purpose for this program.*
- Explain how the New Program fits within your organization’s mission.  
*Provide a detailed description.*

### Level of Need

1. In what Study Area is the New Program located? Is the program within or immediately adjacent to the specified Study Area(s)?  
*Refer to the 2016 Park Needs Assessment for additional information on Study Areas*
2. Identify who the New Program will serve and the program’s Participant Recruitment and Completion Plan. Also, identify how your organization will publicize the New Program to engage participants in High Need or Very High Need Study Areas.  
*Include the Study Area(s) you anticipate your program participants will come from. Upload maps, reports, and/or other documents to support the proposal.*

### Community Partnerships

3. List partnerships your organization has established with other organizations that will result in inclusive recruitment, collaborative program development, and increased opportunities for New Program participants.  
*Provide the name and purpose of the partner organization(s) and any documentation/agreements to verify the partnership(s).*

### Community Engagement Requirements

4. Describe how your organization engaged or will engage the community while developing the New Program to ensure the New Program will meet the community’s needs.
5. Describe how your organization actively sought or will seek to remove barriers to accessing the New Program.  
*Examples include scheduling events in the evenings or weekends and providing transportation.*
6. Describe how your organization has established (or will establish) or will leverage partnerships with local community-based organization (CBO’s/NGO’s), citizen advisory groups, and/or school districts to gain support for the New Program.
7. Describe how your organization has provided or will provide language access services for the New Program.  
*Refer to the Language Access Requirements for Community Engagement, in the Appendix, for the minimum requirements for each Study Area.*



Program Benefits

8. Describe and summarize the New Program. List the program deliverables, outcome-oriented goals, and objectives. Describe the performance measures to track progress towards objectives and a reporting system to present the analysis of the performance measures against the deliverable and tasks. Describe how the New Program will increase public access for residents living in High Need or Very High Need Study Areas to public lands, park facilities and park amenities and recreational opportunities.
9. Describe the accommodations and/or services the New Program will provide for the diverse needs of the participants.  
*Provide a detailed description. For example, ADA accommodations, translation services, or other needs.*
10. Describe how the New Program incorporates elements that provide interpretation and education to foster user connection and awareness of the environment, environmental stewardship, the outdoors, and/or recreation.
11. Describe how the New Program includes elements that promote the ability of users to travel to and from the program location by active forms of transportation such as walking, biking, skateboarding, or utilizing the Metro or City transportation system.  
*For example, Safe Routes to Schools programs, safety education and other programs that promote walking and biking.*

Organization/Financial Health

12. Describe the fiscal capacity of the organization to carry out the New Program on a reimbursement-only basis and ability to ensure the necessary financial resources are available to complete the New Program. Eligible Applicants and/or the Agency in partnership must include a copy of the latest completed Financial Statement (must be within the last 3 years) or the most recent Comprehensive Annual Financial Report (CAFR).
13. Future funding- address how or if the New Program will continue beyond the grant funding period.  
*Provide a description detailing the organization's plan for acquiring future funding if the program is anticipated to continue beyond this three-year grant period.*
14. Describe how the funding for the New Program will be tracked, recorded, and kept separate from other funding sources.

**APPLICATION QUESTIONS FOR EXISTING PROGRAMS**

*(If applying for funding for a NEW Program, go to page 13 for Application Questions)*

General

- Identify the Existing Program and detail the type of enhancement/expansion you are seeking funding for.  
*Provide narrative of the overarching goals, measurable objectives, and purpose for this program.*
- Explain how the enhancements/expansion of the Existing Program fits within your organization's mission.  
*Provide a detailed description.*

Level of Need

1. Where is the Existing Program located? Is this Existing Program within or immediately adjacent to a Study Area(s)?
2. Identify who the enhancement/expansion of the Existing Program will serve and the program's Participant Recruitment and Completion Plan. Also, clearly identify how your organization will publicize the enhancement/expansion of the Existing Program to engage participants in High Need or Very High Need Study Areas.  
*Include the Study Area(s) you anticipate your program participants will come from. Upload maps, reports and/or other documents to support the proposal.*

Community Partnerships

3. List the partnerships your organization has established with other organizations that have resulted in inclusive recruitment, collaborative program development, and increased opportunities for Existing Program participants.  
*Provide the name and purpose of the partner organization(s) and include documentation/agreements to verify partnership(s).*

Community Engagement Requirements

4. Describe how your organization has engaged or will engage the community while developing the enhancement/expansion of the Existing Program to ensure the program will meet the community's needs.
5. Describe how your organization actively sought or will seek to remove barriers to accessing the Existing Program.  
*Examples include scheduling events in the evenings or weekends and providing transportation.*
6. Describe how your organization has established (or will establish) or leverage partnerships with local community-based organizations (CBO's/NGO's), citizen advisory groups, and/or school districts to gain support for the enhancement/ expansion of the Existing Program.
7. Describe how your organization has provided or will provide language access services for the enhancement/expansion of the Existing Program.  
*Please refer to the Language Access Requirements for Community Engagement, in the Appendix, for the minimum requirements for each Study Area.*

Program Benefits

8. Describe and summarize the Existing Program. List the program deliverables, outcome-oriented goals, and objectives for the enhancement/expansion of the Existing Program. Describe the performance measures to track progress towards objectives and a reporting system to present the analysis of the performance measures against the deliverable and tasks. Describe how the enhancement/expansion of the Existing Program will increase public access for residents living in High Need or Very High Need Study Areas to public lands, park facilities, park amenities, and recreational opportunities.



9. Describe the accommodations and/or services the enhancement/expansion of the Existing Program will provide for the diverse needs of the participants.  
*Provide a detailed description. For example, ADA accommodations, translation services, or other needs.*
10. Describe how enhancing/expanding the Existing Program will incorporate elements that will provide interpretation and education to foster user connection and awareness of the environment, environmental stewardship, the outdoors, and/or recreation.
11. Describe how the enhancement/expansion of the Existing Program will promote the ability of users to travel to and from the program location by active forms of transportation such as walking, biking, skateboarding, or utilizing the Metro or City transportation system.  
*For example, Safe Routes to Schools programs, safety education and other programs that promote walking and biking.*

#### Organization/Financial Health

12. Describe the fiscal capacity of the organization to carry out the enhancement/expansion of the Existing Program on a reimbursement-only basis and ability to ensure the necessary financial resources are available to complete the enhancement/expansion of the Existing Program. Eligible Applicants and/or the Agency in partnership must include a copy of the latest completed Financial Statement (must be within the last 3 years) or the most recent Comprehensive Annual Financial Report (CAFR).
13. Future funding- address how enhancing/expanding the Existing Program will allow for the program's continuance beyond the grant funding period.  
*Provide a description detailing the plan for acquiring future funding if the program is anticipated to continue beyond the three-year grant period.*
14. Describe how the funding for the enhancement/expansion of the Existing Program will be tracked, recorded, and kept separate from other funding sources.

## COMMUNITY OUTREACH AND ENGAGEMENT – REQUIRED FOR NEW AND EXISTING PROGRAMS

### *Effective Community Outreach and Engagement with Social Distancing and Safer at Home*

**Recommendation:** RPOSD highly recommends completing community outreach and engagement prior to the submission of an application.

RPOSD recognizes the importance of robust and inclusive community outreach and engagement that actively seeks input from the public when determining how to utilize Measure A funds. Input from community members, especially those in High Need or Very High Need Areas who have been historically underrepresented in decision-making processes, should be actively sought during community engagement. By engaging a diverse range of community members when identifying, prioritizing, programming, and designing parks and recreation projects and programs, public agencies and their partners can encourage increased levels of community trust and help to ensure that they deliver community-driven and-supported projects and programs.

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Effective Outreach and Engagement should rely on the use of social media and virtual technology. These tools provide a range of opportunities to inform, connect, and follow up with your target community. However, consider that many communities and target groups do not have access or use internet-based social media tools or are not comfortable with their use.

Given the importance of effective and timely community dialogue and input into all phases of your program, we want to ensure that the requirement for Community Outreach and Engagement is met (or exceeded) and documented, while following existing Los Angeles County Public Health (DPH) guidelines ([www.publichealth.lacounty.gov/media/Coronavirus/](http://www.publichealth.lacounty.gov/media/Coronavirus/)). Identify best practices and ask your peers for help in developing, planning, and conducting your engagement. Review current DPH guidance and modify your engagement accordingly.

## Outreach Methods and Engagement Approaches

Outreach and engagement are both necessary when seeking input from community members. Outreach provides information to residents and informs them that a meeting, workshop, or other engagement event is scheduled. Engagement occurs when residents participate in a discussion – either by receiving information or providing input – about the project or program under consideration. All community engagement must be preceded by robust outreach that encourages meaningful public participation and inclusive decision-making processes.

### Outreach Methods

The outreach methods used should be appropriate in scale and type to the community being served and must adhere to the language access requirements described later in this section. The materials should include the Measure A and/or RPOSD logo and other associated branding tools such as slogans and hashtags. Utilization of at least one outreach method from each of the three categories listed below, for a minimum of three methods of outreach, is required. All outreach conducted for Measure A-funded projects must adhere to the language access requirements described later in this section. Examples of acceptable outreach methods include but are not limited to:

Online Media Outreach	Local Media Outreach	Grassroots Outreach
E-Mail Blasts	Newsletters	Door-to-door canvassing
Social Media	Local and Regional Newspapers	Phone Banking
Publication on a website	Local Radio and Television	Surveys and Focus groups
		Distribution of flyers and other printed materials

RPOSD will support Eligible Applicants in their successful program outreach efforts through social media and web-based platforms, meetings, and other community engagement events, if requested within a reasonable time frame and so long as work force permits. All social media and other web-based platform materials must be submitted to the assigned RPOSD Grants Officer at least four weeks prior to the requested publication date. RPOSD's logo and identifying hashtags should be included in all social media outreach. The RPOSD Grants Officer should be notified in writing at least one to two weeks in advance of all meetings and other community engagement events.

Eligible Applicants will be required to provide supporting documentation to demonstrate which outreach methods were utilized and identify approximately how many people were reached. RPOSD may require applicants demonstrating unsatisfactory outreach to conduct additional outreach and engagement according to the minimum outreach and engagement chart before reimbursements will be issued.

### Engagement Approaches

All community engagement should consist of robust outreach that encourages meaningful public participation and inclusive decision-making processes. Measure A recognizes three distinct approaches to engagement ranging from sharing





information with community members to participatory approaches that seek robust input on a project or program. Each approach is described below, and requirements are addressed in next section.

### *Information Sharing (IS)*

IS is any type of engagement that educates and informs community members of potential and ongoing projects or programs, facility needs and challenges, funding opportunities, and available programs and services.

IS can occur at meetings, in the form of written communications such as newsletters or website posting, or through individual contact. IS should generally be conducted at each critical stage of a project or program.

### *Concurrent Participatory Engagement (CPE)*

The CPE approach to engagement actively seeks input from community members and seeks to build strong, sustainable, authentic partnerships by enabling community members to identify needs and priorities and inform project or program decisions. The CPE approach allows agencies the flexibility to discuss Measure A–funded projects, programs, and plans in conjunction with other public meetings or events. CPE events may occur as part of any public meeting with multiple agenda items, such as regularly or specially scheduled council, commission, or committee meetings where public input is invited; or at special community events such as festivals, fairs, or open houses where a table or booth may be set up to engage the community and solicit feedback pertaining to spending priorities within a Study Area; or at other meetings or events where community input can be given. The CPE approach to engagement should occur during the stage(s) of the project or program which allows community input to be incorporated into project or program plans to the greatest extent possible. Input that cannot be feasibly incorporated into project or program plans must be explained to the community in a public forum.

### *Dedicated Participatory Engagement (DPE)*

The DPE approach to engagement actively seeks input from community members and engages them in robust discussion while building strong, sustainable, and authentic partnerships by enabling community members to identify needs and priorities and inform project or program decisions. The DPE approach requires that all engagement meetings, workshops, or events be dedicated to discussing project(s) or program(s) to be financed with Measure A funds. DPE events must focus entirely on parks and open space projects, programs, plans, or priorities and may not include agenda items that do not pertain to specific projects, programs, plans, or priorities. This is intended to provide more time and focus to allow for robust participation without agenda-based time constraints. DPE events include but are not limited to: public workshops or meetings, design charrettes, collective design/visioning, community mapping, model making, and participatory budgeting. The DPE approach to engagement should occur during the stage(s) of the project or program which allows community input to be incorporated into project or program plans to the greatest extent possible. Input that cannot be feasibly incorporated into the project, program, or plans must be explained to the community in a public forum.

## **MINIMUM OUTREACH AND ENGAGEMENT REQUIREMENTS**

All community engagement should consist of robust outreach that encourages meaningful public participation and inclusive decision-making processes. For this program, the minimum level of outreach and engagement is determined by the total program budget. In general, the larger the program budget, the more intensive the engagement requirement. When identifying engagement requirements, Eligible Applicants should find the applicable program budget size bracket.

Engagement requirements do not mandate when the engagement must occur, as long as it occurs no more than 36 months before the application date or is included within the program for future completion. Engagement occurring after the grant award must be implemented according to the reported scope and timeline on the Community Engagement Plan. As a rule, the community should be engaged each time critical decisions must be made. This may include but is not limited to during the program design, planning, and/or development stages.

Although the timing is not specified, some programs are required to engage the community at least two times, as indicated on the chart below. RPOSD may withhold reimbursements until appropriate engagement has been conducted.

Eligible Applicants are required to upload a Community Engagement Plan and supporting documentation to GMS as part of their grant application. The Community Engagement Plan should describe all outreach and engagement conducted and/or describe all plans to engage the community in the future.

**Minimum Engagement Requirement Chart**

TOTAL PROGRAM BUDGET	INFORMATION SHARING	CONCURRENT PARTICIPATORY	OR CONCURRENT OR DEDICATED ENGAGEMENT	=	DEDICATED PARTICIPATORY
			AND CONCURRENT AND DEDICATED ENGAGEMENT	=	
\$200,000 - \$499,999	YES	YES	or		YES
\$500,000 - \$999,999	YES	YES (2 MEETINGS)	or		YES
\$1,000,000 – 1,200,000	YES		and		YES

**Community Outreach and Engagement Documentation Submission Requirements**

Acceptable supporting documentation for outreach and engagement includes the following items, as applicable:

- vendor invoices
- outreach flyers
- log of canvassing
- media ads and other graphics
- sign-in sheets
- photos
- activity sheets
- public comment cards
- meeting agendas and minutes
- staff reports

The Eligible Applicant has the responsibility to ensure that all funds expended for Community Engagement are spent appropriately and shall maintain accurate and complete financial records of its activities and operations in accordance with generally accepted accounting principles. Said documents, for the purpose of verifying appropriateness and validity of expenditures, shall be made available to RPOSD upon request. These include, but are not limited to, financial accounts, documents, and records must be retained for five (5) years following the completion of the funded grant.

**LANGUAGE ACCESS REQUIREMENTS FOR COMMUNITY OUTREACH AND ENGAGEMENT**

When conducting community outreach and engagement, cultural and language sensitivities must be considered to encourage participation from groups that typically face barriers and are less likely to participate in public process

collaborations. To ensure truly inclusive practices, all outreach and engagement conducted for Measure A funded projects and/or programs must adhere to the language access requirements described in this section. The table below identifies the required levels of translation and interpretation services based on the percentage of linguistically isolated populations speaking a given language within a given Study Area. Detailed methodology for identifying isolated languages is described in the Appendix of this document. All Eligible Applicants should refer to the Language Access Requirements for Community Engagement and Outreach chart, in the Appendix, for the minimum Community Outreach and Engagement requirements for each Study Area.

**Language Access Tiers and Requirements**

TIER	DEFINITION	REQUIREMENT
Tier 1	15% or more of the population is linguistically isolated for any given language	Workshops and any in-person meetings must provide consecutive or simultaneous interpretation services. In addition, all written materials must be translated, including outreach materials, signage, agendas, and all other printed meeting materials.
Tier 2	5–14.9% of the population is linguistically isolated for any given language	Key written materials must be translated, including all printed meeting materials and at least one form of outreach. Workshops and any in-person meetings must provide consecutive or simultaneous interpretation services only if a specific request is received.
Tier 3	1–4.9% of the population is linguistically isolated for any given language	It is recommended (but not required) that outreach materials and printed meeting materials be translated.

**PROJECT BUDGETING**

To assist Eligible Applicants in preparing their grant budgets, please review the charts below on the types of expenses that are eligible or ineligible for reimbursement using Measure A grant funding. The tables are not exhaustive, and Eligible Applicants should contact RPOSD for clarification regarding the eligibility of expenses not listed. RPOSD will not reimburse for expenses incurred before the execution of the grant agreement or after expiration of the grant agreement.

<b>Eligible Expenses</b>	
COVID Supplies (Masks, Hand Sanitizer)	Community Outreach and Engagement
Program Staff Wages (see Accounting Rules for In-House Employee Services)	Portable Equipment (Pop Up Park Equipment)
Program Staff Benefits (see Accounting Rules for In-House Employee Services)	Signage (RPOSD branding, etc.)

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Overhead/Indirect Costs (see Overhead/Indirect cost section)	Vehicle Rental (Charter, etc.)
Mileage (For Eligible Applicants owned vehicles) at County approved rate	Meals (Reasonable expenses for participants during program trips depending on the program type)
Program Materials (Interpretive, Educational information)	Electronic Equipment (Tablets, software, headphones, etc.) with appropriate justification

<b>Ineligible Expenses</b>	
Vehicle Purchase	Vehicle Storage Fees (Housing of vehicle)
Stipends	Interest charges
Lodging (Hotels)	Overnight shipping/delivery charges
Lease/Rental of Office Space	Postage
Costs incurred before or after the grant performance period/program timeline	Office equipment/furnishings
Costs lacking appropriate documentation	
Damage Judgements, Attorney's/Legal Fees	

## OVERHEAD/INDIRECT COSTS

Reimbursement of overhead and indirect costs shall not exceed twelve percent (12%) of the grant total and shall require documentation of actual expenses. Overhead/indirect costs are costs not usually identified specifically with the grant, contract, or activity, but are necessary for the general operation of the Eligible Applicant/organization. Overhead/Indirect may include, but not be limited to:

- Personnel
- Accounting
- Administrative Costs
- Communication Expenses
- Employee Services
- Indirect Services and Supplies
- Management Oversight of Funded Activities
- Contracting
- Compliance
- Data and Performance Reporting
- Fiscal Services

## ACCOUNTING RULES FOR IN-HOUSE EMPLOYEE SERVICES (ELIGIBLE APPLICANT LABOR)

Eligible Applicants must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the project.
- Time estimates, including percentages, for work performed on the project are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the project are not acceptable.



- Costs of the salaries and wages must be calculated according to the Eligible Applicant’s wage and salary scales and may include only benefit costs for health insurance and workers’ compensation.

**Benefits List:**

- Workers Compensation
- Health Insurance
- Leave Benefits
- Pension Contributions

If claiming in-house employee services costs, Eligible Applicants will need to upload the Grantee Labor Report and Expense Declaration Form into GMS when requesting for reimbursement, signed by their authorized representative attesting that the time spent by their employees on the qualifying Measure A project is accurate.

The Regional Park and Open Space District is not limited by the policies set forth in the Grants Administration Manual, and to ensure due diligence to the taxpayer, Grant Officers may ask questions to help verify appropriate expenditure of funds.

## **PROGRAM EVALUATION**

Eligible Applicants must submit grant applications to fund a three-year program. Grant funding, however, will only be guaranteed for the first year. Funding for subsequent program years is contingent upon approval by RPOSD following an evaluation process.

RPOSD will perform, or cause to be performed, a program evaluation during the first year of your program to determine continued program funding. The evaluation will review the effectiveness of the program; and how successful the program was in meeting its goals, objectives, and deliverables. It will also review whether the program met or exceeded its expected participant levels.

## **GRANT PROGRAM TIMELINE (APPLICATION TO AWARD)**

**Milestones**

Guideline Release Date: June 2, 2022

Application Filing Period Opens: June 20, 2022

Application Submission Deadline: September 29, 2022, at 10:00am

Administrative Review and Evaluation Panel Review: October 2022 to December 2022

Anticipated Grant Award Announcement: December 2022

Reminder: RPOSD will not reimburse for expenses incurred before the execution of the grant agreement or after termination of the grant agreement.



## REVIEW PROCESS

### Administrative Review

Once the application period has closed, RPOSD staff will conduct an administrative review of all submitted applications to verify Good Standing status, completeness, and adherence to category and minimum requirements. Applications that pass the administrative review will be sent to the Competitive Grants Evaluation Panel (Evaluation Panel).

### Evaluation Panel Review

RPOSD will convene an Evaluation Panel for applications that meet the requirements of the administrative review in each competitive grant program. Each panel will be composed of a multidisciplinary team with diverse backgrounds in various aspects of parks/open space, recreation, programming, and other relevant areas of expertise.

At this stage, the Evaluation Panel will review and evaluate the Applications and assign a preliminary score for each one. This review may include technical comments. Applications shall be evaluated according to the evaluation criteria listed in the grant program guidelines. Since the evaluation criteria varies for each competitive grant category, Eligible Applicants should consult the criteria of the category to which they are applying. After the initial reviews have been completed, evaluators will meet as a group to discuss Applications in closed session. Informed by the Evaluation Panel discussion, individual evaluators may change their initial ratings.

Based on the final scores submitted to RPOSD by the Evaluation Panel, a program ranking list will be prepared by RPOSD staff with recommended programs for funding.

## EVALUATION CRITERIA

Applications will be scored using the following criteria:

- Level of Need
- Community Partnerships
- Community Engagement Requirements
- Program Benefits
- Organizational/Financial Health

Each evaluation criterion is described below along with a breakdown of points by sub-criteria.

## SCORING RUBRIC FOR NEW PROGRAMS

EVALUATION CRITERIA	POINTS
Level of Need	20
Community Partnerships	15
Community Engagement Requirements	10
Program Benefits	55
Organizational/Financial Health	25
<b>Maximum Number of Points</b>	<b>125</b>

**Level of Need**

Eligible Applicant provides services to and/or recruits a majority of its participants from High Need or Very High Need Study Areas. Refer to the 2016 Park Needs Assessment for a comprehensive list of High Need and Very High Need Study Areas.

Eligible Applicant may receive a maximum of 20 Points by meeting one or more of the sub-criteria below.

<p>(1) Eligible Applicant clearly identified whether or not the New Program is within or immediately adjacent to a High Need or Very High Need Study Areas.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Very High Need Study Area = 10 points;</li> <li><input type="checkbox"/> High Need Study Area = 9 points;</li> <li><input type="checkbox"/> Adjacent to High Need or Very High Need Study Area and will serve those areas = 8 points, etc.</li> </ul>	<p>0-10 Points</p>
<p>(2) Eligible Applicant clearly described the New Program’s Recruitment Plan and how their organization will publicize the New Program to recruit participants in High Need or Very High Need Study Area(s).</p>	<p>0-10 Points</p>

**Community Partnerships**

Eligible Applicant has established local community partnerships with public agencies, school districts, universities, private industry, and other Community-Based Organizations. These partnerships lead to inclusive recruitment, collaborative program development, and increased opportunities for New Program participants.

Eligible Applicant may receive a maximum of 15 Points by meeting one of the sub-criteria below. (Eligible Applicants will receive additional points for established partnerships.)

<p>(3A) Eligible Applicant have established partnerships with one or more organizations that will result in inclusive recruitment, collaborative program development, and increase opportunities for participants in the New Program.</p>	<p>6-15 Points</p>
<p>(3B) Eligible Applicant will establish partnerships with one or more organizations that will result in inclusive recruitment, collaborative program development, and increase opportunities for participants in the New Program.</p>	<p>0-5 Points</p>

**Community Engagement Requirements**

Eligible Applicant will receive points based on the quality of past and/or new Community Engagement requirements.

Points will be awarded based on the evaluators’ assessment of the submitted community involvement documentation and/or community involvement plan describing new community involvement. All new community involvement will be tracked as part of the grant administration process.

Eligible Applicant may receive a maximum of 10 Points by meeting one or more of the sub-criteria below.

<p>(4) Eligible Applicant clearly described how their organization will engage the community while developing the New Program, to ensure that the program will meet the community’s needs. Community input received</p>	<p>0-4 Points</p>
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during the engagement process will be reflected in the New Program and its components.	
(5) Eligible Applicant clearly described how their organization actively sought or will seek to remove barriers to accessing the program, such as scheduling meetings/events in the evenings and/or weekends and providing transportation.	0-2 Points
(6) Eligible Applicant clearly described how their organization will or has established or leveraged, community partnerships with local community-based organizations, citizen advisory groups, and/or school districts to gain support for the New Program.	0-2 Points
(7) Eligible Applicant clearly described how their organization will provide language access services for the New Program.	0-2 Points

### Program Benefits

Eligible Applicant has described how the programs will improve accessibility, connectivity, and safety, and provide opportunities for education, interpretive services, and active recreation.

Eligible Applicant may receive a maximum of 55 Points by meeting one or more of the sub criteria below.

(8) Eligible Applicant clearly described and summarized the New Program. Application listed the program deliverables, outcome-oriented goals, and objectives. Described the performance measures to track progress towards objectives and a reporting system to present the analysis of the performance measures against the deliverable and tasks. Additional points awarded if Applicant described how the program will increase public access for residents living in High Need or Very High Need Study Area(s) to public lands, park facilities, park amenities, and recreational opportunities.	0-25 Points
(9) Eligible Applicant has clearly described the accommodations and/or services that their organization's new program will provide for the diverse needs of the participants. (Example, ADA accommodations, translations services, etc.) Additional points will be awarded for programs that target its services to High Need or Very High Need Study Area(s).	0-10 Points
(10) Eligible Applicant clearly described how their organization's New Program incorporates elements that provide interpretation and education to foster user connection, awareness of the environment, environmental stewardship, the outdoors, and/or recreation.	0-10 Points
(11) Eligible Applicant clearly described how the New Program includes elements that promote the ability of users to travel to and from the program location by active forms of transportation such as walking, biking, skateboarding, or by utilizing the Metro or City transportation system.	0-10 Points

### Organizational/Financial Health

Eligible Applicant has described the overall financial condition of their organization, future funding, if any, and the fiscal capacity of the organization to carry out the new program on a reimbursement basis only. The Eligible Applicant has also demonstrated their ability to ensure the necessary financial resources are available to complete the New Program.





Eligible Applicant may receive a maximum of 25 Points by meeting one or more of the sub criteria below.

(12) Eligible Applicant clearly described the organization’s fiscal capacity to carry out the New Program on a reimbursement-only basis and their ability to ensure that the necessary financial resources will be available to complete the program. (Financial Statement or Comprehensive Annual Financial Report was submitted)	0-10 Points
(13) Eligible Applicant clearly described the organization’s future funding by addressing how and if the New Program will continue beyond the three-year grant period.	0-10 Points
(14) Eligible Applicant clearly described how the funding for the New Program will be tracked, recorded, and kept separate from other funding sources.	0-5 Points

## SCORING RUBRIC FOR EXISTING PROGRAMS

EVALUATION CRITERIA	Points
Level of Need	20
Community Partnerships	15
Community Engagement Requirements	10
Program Benefits	55
Organizational/Financial Health	25
<b>Maximum Number of Points</b>	<b>125</b>

### Level of Need

Eligible Applicant provides services to and/or recruits a majority of its participants from High Need or Very High Need Study Areas. Refer to the 2016 Park Needs Assessment for a comprehensive list of High Need and Very High Need Study Areas.

Eligible Applicants may receive a maximum of 20 Points by meeting one or more of the sub-criteria below.

(1) Eligible Applicant clearly identified whether or not the Existing Program is within or immediately adjacent to a High Need or Very High Need Study Areas. <input type="checkbox"/> Very High Need Study Area = 10 points; <input type="checkbox"/> High Need Study Area = 9 points; <input type="checkbox"/> Adjacent to High Need or Very High Need Study Area and will serve those areas = 8 points, etc.	0-10 Points
(2) Eligible Applicant clearly described the enhancement/expansion of the Existing Program’s recruitment plan and how their organization will publicize the program to recruit participants in High Need or Very High Need Study Areas.	0-10 Points

## Community Partnerships

Eligible Applicant has established local community partnerships with public agencies, school districts, universities, private industry, and other community-based organizations. These partnerships lead to inclusive recruitment, collaborative program development, and increased opportunities for program participants.

Eligible Applicant may receive a maximum of 15 Points by meeting one of the sub-criteria below. (Applicants will receive additional points for multiple established partnerships.)

(3A) Eligible Applicant has established partnerships with one or more organizations that resulted in inclusive recruitment, collaborative program development, and increased opportunities for past and Existing Program participants.	11-15 Points
(3B) Eligible Applicant will establish productive partnerships with one or more organizations that will result in inclusive recruitment, collaborative program development, and increased opportunities for past and Existing Program participants.	0-10 Points

## Community Engagement Requirements

Eligible Applicant will receive points based on the quality of past and/or new Community Engagement requirements.

Points will be awarded based on the evaluators' assessment of the submitted community involvement documentation and/or community involvement plan describing new community involvement. All new community involvement will be tracked as part of the grant administration process.

Eligible Applicant may receive a maximum of 10 Points by meeting one or more of the sub-criteria below.

(4) Eligible Applicant clearly described how their organization will engage the community for the enhancement/expansion of the Existing Program, to ensure that the program meets the community's needs. Community input received during the engagement process is reflected or will be reflected in the program and its components.	0-4 Points
(5) Eligible Applicant clearly described how their organization actively sought and/or will seek to remove barriers to accessing the enhancement/expansion of the Existing Program, such as scheduling meetings/events in the evenings and/or weekends and providing transportation. Eligible Applicants removing more barriers will receive more points.	0-2 Points
(6) Eligible Applicant clearly described how their organization established or leveraged community partnerships with local community-based organizations, citizen advisory groups, and/or school districts to gain support for the enhancement/expansion of the Existing Program.	0-2 Points
(7) Eligible Applicant clearly described how their organization will provide language access services for the enhancement/expansion of the Existing Program.	0-2 Points

**Program Benefits**

Eligible Applicant has described how enhancing their current programs will improve accessibility, connectivity, and safety, and provide opportunities for education, interpretive services, and active recreation.

Eligible Applicant may receive a maximum of 55 points by meeting one or more of the sub criteria below.

<p>(8) Eligible Applicant clearly described and summarized the enhancement/expansion of the Existing Program. List the program deliverables, outcome-oriented goals, and objectives. Described the performance measures to track progress towards objectives and a reporting system to present the analysis of the performance measures against the deliverable and tasks. Described how the enhanced program will increase public access for residents living in High Need or Very High Need Study Areas to public lands, park facilities, park amenities, and recreational opportunities.</p>	<p>0-25 Points</p>
<p>(9) Eligible Applicant clearly described how the enhancement/expansion of the Existing Program will accommodate and/or provide services for the diverse needs of the participants. (Example, ADA accommodations, translations services, etc.) Additional points will be awarded for programs that target its services to High Need or Very High Need Area(s).</p>	<p>0-10 Points</p>
<p>(10) Eligible Applicant clearly described how the enhancement/expansion of their Existing Program will or can incorporate elements that provide interpretation and education to foster user connection and awareness of the environment, environmental stewardship, the outdoors, and/or recreation, such as programs that educate the public about the Existing Program location and natural and cultural history.</p>	<p>0-10 Points</p>
<p>(11) Eligible Applicant described how the enhancement/expansion of their Existing Program will or can include elements that promote the ability of users to travel to and from the program location by active forms of transportation such as walking, biking, skateboarding, utilizing the Metro or City transportation system, etc. (Examples include Safe Routes to School programs, safety education, and other programs that promote walking and biking.)</p>	<p>0-10 Points</p>

**Organizational/Financial Health**

Eligible Applicant described the overall financial condition of their organization, future funding, if any, and the fiscal capacity of the organization to carry out the new program on a reimbursement-basis only. The Eligible Applicant has also demonstrated their ability to ensure the necessary financial resources are available to complete the new program.

Eligible Applicant may receive a maximum of 25 Points by meeting one or more of the sub criteria below.

<p>(12) Eligible Applicant clearly described the organization’s fiscal capacity to carry out the enhancement/expansion of the Existing Program on a reimbursement-only basis and their ability to ensure that the necessary financial resources will be available to complete the Existing Program.</p>	<p>0-10 Points</p>
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(Financial Statement or Comprehensive Annual Financial Report was submitted)	
(13) Applicant clearly described the organization’s future funding by addressing how and if the Existing Program will continue beyond the three-year grant period.	0-10 Points
(14) Applicant clearly described how the funding for the enhancement/expansion of the Existing Program will be tracked, recorded, and kept separate from other funding sources.	0-5 Points

## Recreational Access Competitive Grant Program Guidelines for Metro Funding

### PROGRAM DESCRIPTION

The Metro Board of Directors adopted the [Transit to Parks Strategic Plan](#) (Strategic Plan) in June 2019. The Strategic Plan presents a systematic vision for increasing access to parks and open space countywide. The goal of the Strategic Plan is to find targeted, holistic ways to increase access to parks and open spaces, especially for communities most in need of such access. Improving access to parks and open spaces by filling in the gaps in the regional transportation network requires collaboration at all levels of government. As such, the Metro Board of Directors directed actions to implement several key items related to the Strategic Plan, including collaborating with the Regional Park and Open Space District (RPOSD) by contributing \$1 million in funding for the Recreation Access Competitive Grant Program.

The overarching goals of Metro’s funding for the Recreation Access Competitive Grant Program include the following:

- Advance key Metro policies, especially the Transit to Parks Strategic Plan and the [Equity Platform](#).
- Provide connections to High Need quality parks and open spaces, especially for communities that lack access.
- Serve as a catalyst to advance Transit to Parks projects and initiatives across Los Angeles County.
- Encourage innovative partnerships, supportive programming, and advance models for Transit to Parks connections.

### AVAILABLE FUNDING

Metro intends to program funds up to \$1 million.

### PROGRAM AWARD SIZE

Min: \$300,000

Max: \$1,000,000



Metro intends to fund a maximum of 3 awards.

## ELIGIBLE ACTIVITIES

New projects must:

- Directly connect a “Community of Interest” identified in the Transit to Parks Strategic Plan (page 28) to a High Need-quality park facility.
- Fund an access solution type as defined in the Transit to Parks Strategic Plan (page 59): Circulator, Community Park Express, Schedule Enhancement, Rail Connector, or on Demand Solution.
- Include Performance Monitoring as described in the Transit to Parks Strategic Plan (page 74): develop a baseline, collect data throughout operation, summarize performance.
- Conduct community engagement and a market research\* study or demonstrate that community engagement and market research have already been completed. For more information regarding market research expectations, please refer to the Transit to Parks Strategic Plan (page 78).

*(\*Market research is separate and apart from community engagement activities. Market research includes the following: front loading research to identify customer needs and wants that help shape the service design and features; defining a target market segment to give the service the best chance to succeed; understanding the positioning and messaging that drives awareness, interest, and ridership within a target segment; and the feedback loops to help optimize the service experience and grow ridership.)*

Applications should consider supporting activities and/or infrastructure from the Transit to Parks Strategic Plan (page 75). Applications that demonstrate a thoughtful, multi-faceted project utilizing multiple strategies and programming from the Transit to Parks Strategic Plan will receive more in evaluation.

## FUNDING LIMITATIONS

Metro intends to fund access solution types as defined in the Transit to Parks Strategic Plan (page 59). Metro may select applications for award that include supportive project elements and/or infrastructure (e.g., bus shelters, wayfinding signage, programming, etc.) that strengthen the access solution type. Through this program, Metro will not fund vehicle acquisition. Additionally, Eligible Applicants shall not use more than five percent (5%) of the Metro funds for right-of-way acquisition, utility relocation or landscaping elements. Project management/administration expenses shall be capped at a maximum of ten percent (10%) of the total project cost.

## APPLICATION SUBMISSION RULES

1. There is no maximum number of application submissions per eligible applicant for this program.
2. Incomplete application submissions will not be considered. Provide a response to every question. A response for each question must be provided.
3. Applications will not be accepted after the deadline of September 29, 2022 at 10:00 a.m.
4. Any questions regarding the grant program must be submitted by August 15, 2022 on or before 5:00 p.m.

## APPLICATION FILING PERIOD

Application Filing Period Opens: June 20, 2022.



Application Period Closes: September 29, 2022 at 10:00 a.m.

## GRANTS MANAGEMENT SYSTEM REGISTRATION AND ELIGIBILITY

Eligible Applicants are required to complete an online registration process prior to applying for a grant program opportunity. Applicant registration information must be entered and submitted to GMS(<http://grantfunding.rposd.lacounty.gov>). Eligible Applicants requiring assistance with the registration process are encouraged to contact RPOSD for assistance. Specific registration requirements for each agency type are listed below. This step can be skipped if your agency has already completed registration in GMS.

## ELIGIBLE APPLICANTS

**Local/Municipal Transit Agencies:** Any governmental agency, special district, or joint powers authority (JPA) that is authorized to administer and manage transit activities and services.

**Public Park Authorities:** Any governmental agency, special district, or joint powers authority (JPA) that is authorized to acquire, develop, improve, restore, and manage public lands, parks, and park facilities.

## QUESTIONS FROM ELIGIBLE APPLICANTS

1. Questions on the grant program are to be e-mailed to Chris Moorman at [MoormanC@metro.net](mailto:MoormanC@metro.net)
2. Questions can also be submitted during the online workshops in the chat box.

Metro, in collaboration with RPOSD, will publish a Frequently Asked Questions document to the RPOSD's website.

## LOCAL MATCH

The maximum Metro share of project costs is ninety percent (90%). The applicant will provide a local share of at least ten percent (10%) percent of the project costs and must document the source of the Local Match in the grant application. The ten percent (10%) Local Match can be cash and/or "in-kind." Eligible "in-kind" Local Match contributions include staff time related to project management/administration expenses. "In-kind" Local Match contributions must be properly documented and may be audited upon project completion.

Eligibility and related record-keeping methods are similar to those contained in administrative requirements for federal grants (or the *Common Rule*). Donations or third-party contributions of staff time, services, land, building space, supplies or equipment must be documented and verifiable from the local jurisdiction's records. Examples of documentation include financial reports of budgeted project expenditures and time sheet reports summarizing staff time spent on a project. For further examples of "in-kind" contributions and record-keeping methods, please refer to the *Common Rule* for federal grant guidelines (also known as 2 CFR Part 225) and the Federal Acquisition Regulations (FAR) for Federal Grant guidelines.

## COVID-19 REQUIREMENTS

Eligible Applicants must consider all relevant federal, state, and local guidelines and protocols related to COVID-19 in their proposals, including, but not limited to, physical distancing requirements and mask mandates. Proposals must also consider alternative scenarios should federal, state, and local guidelines and protocols related to COVID-19 change before funds are expended.

## COMMUNITY-BASED ORGANIZATION PARTNERSHIP

All Eligible Applicants are required to identify and partner with a community-based organization (CBO) as part of the project development process. Eligible Applicants are encouraged to identify a CBO partner(s) before they apply for funding, however this is not required, and partnership arrangements may be committed/finalized after proposals selected for funding.

A CBO is an organization\* with a mission to improve the environmental, economic, social, cultural, and/or quality of life conditions of a common community of interest.

*(\*The term “organization” should be broadly interpreted and can encompass groups with formal legal status and unregistered groups such as block clubs, or other groups that may not have a legal designation yet are still organized to work on collective efforts to benefit their community.)*

The CBO(s) must be formally integrated into the project team, with documentation of roles and processes among the CBO(s) and the project team. The exact role a CBO(s) could take varies on a case-by-case basis, some examples include the following: advise on overall project development, outreach planning and communications assistance, outreach staffing, leading programmatic elements, etc.

### Other Requirements

Successful Eligible Applicants will be required to enter into a funding agreement with Metro that may include requirements not outlined in this application.

## APPLICATION QUESTIONS

### General

- A. Applicant Name and Title:
- B. Applicant Email Address:
- C. Applicant Phone Number:
- D. Applicant Agency/Organization Name:
- E. Select your eligible applicant type:
  - Local or Municipal Transit Agency
  - Public Park Authority
- F. Co-applicant Name and Title:
- G. Co-applicant Email Address:
- H. Co-applicant Phone Number:
- I. Co-applicant Agency/Organization Name:

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- J. Select your eligible co-applicant type:
- Local or Municipal Transit Agency
  - Public Park Authority
  - Community-Based Organization
- K. Project Name: (100 Character Limit)
- L. Grant Award Funding Request: (100 Character Limit)
- Enter amount (Minimum \$300,000 / Maximum \$1,000,000)*
- M. List the Community(ies) of Interest this proposal serves (refer to page 28 in the Metro Transit to Parks Strategic Plan for a complete list of communities). (100 Character Limit)
- N. List the name(s) and location(s) of the park facility(ies) this proposal serves. (300 Character Limit)
- O. Select the Access Solution Type your proposal intends to fund (refer to pages 59-65 in the Metro Transit to Parks Strategic Plan for a description of the Access Solution Types):
- Circulator
  - Community Park Express
  - Schedule Enhancement
  - Rail Connector
  - On Demand Solution
  - Other (please specify)

Other:

### Project Elements

1. Describe the scope of the project for which you are seeking funding. Include operational considerations, vehicles to be used (if applicable), and infrastructure to be developed or deployed. (1500 Character Limit)
- Provide a narrative of the overarching goals, measurable objectives, and the purpose of this project. Operational considerations include staging locations, provider, frequency, etc. Examples of infrastructure (if applicable) to be developed or deployed include new or improved pathways, signage, bus/shuttle stops, etc.*
2. Is the park or open space defined as a Park of Interest in the Metro Transit to Parks Strategic Plan (refer to pages 34-37 in the Metro Transit to Parks Strategic Plan for a complete list of parks)?
- Yes
  - No

*(If answer to Question 12 is no) Describe how the park(s) or open space(s) are considered Very High Need or High Need-quality. (1500 Character Limit)*

*Provide details about the park size, amenities, conditions, pressure (number of residents served), trails, cooling amenities, provides access to the beach or mountains, features cultural institutions, etc.*





3. Discuss any local or regional plans in which the project is included, project history, community engagement that has already occurred, and other relevant background information related to this proposal. (1500 Character Limit)

### Project Outcomes

4. How will this proposal improve community health, environmental, and social outcomes for a Community(ies) of Interest? (1500 Character Limit)
5. How will this proposal improve access and connectivity to parks, open spaces, and/or recreational facilities? (1500 Character Limit)

### Supportive Programs & Initiatives

6. Discuss how your proposal considers and incorporates “Supportive Programs and Initiatives” as identified in the Metro Transit to Parks Strategic Plan. If your project location has existing “Supportive Programs & Initiatives”, describe the specific elements and their current conditions. Proposals should address the strategy categories, if applicable, as follows: (3000 Character Limit)

A) “Help People Find Their Way”

*Does your proposal include First/Last Mile Pathways and/or wayfinding signage strategies where needed? Would users benefit from maps or other materials help to make transit connections? What communication strategies are considered for your project/program and how will they be funded?*

B) “Make it Easier”

*Describe how transportation service or infrastructure will be user friendly, considering schedules, pick-up and drop-off, vehicles, and walk/bike connections.*

C) “Make it Fun”

*Does your proposal include educational or interpretive programming and how is programming integrated with the transportation project/program?*

D) “Make it Last”

*Discuss how your project/program will be sustained, including financially sustained, beyond the grant period. Does your project consider/incorporate transportation demand management at park sites? Describe any program evaluation elements.*

### Innovative Partnerships & Roles

7. Identify the CBO(s) that will be an active partner(s) in this proposal. Describe their role(s) and responsibilities in the project development process. (1000 Character Limit)

*If you have not identified a CBO partner at the time of application, discuss your plan for engaging with CBOs and describe their potential roles and responsibilities.*



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8. Identify other agencies, organizations, and/or property owners that will be active partners in this proposal. Describe their role(s) and responsibilities in the project development process. (1000 Character Limit)

*If you have not identified other relevant partners at the time of application, discuss your plan for engaging with these entities and describe their potential roles and responsibilities.*

### **Community Engagement & Market Research**

9. Discuss your community engagement plan. (1500 Character Limit)
- *Discuss the audiences you are planning to engage with throughout the community engagement process and how those audiences will be identified.*
  - *Describe the engagement events or activities for this project.*
  - *Describe the materials and techniques that will be utilized to reach community members.*
  - *Indicate how you will reach people who have been hard to reach with traditional outreach methods.*
  - *Describe which local stakeholders will be impacted by the project and how they will be engaged directly in the project.*

10. Discuss how your proposal considers and incorporates “Market Research” as described below. (1500 Character Limit)

*Conducting market research includes front loading research to identify customer needs and wants that help shape the service design and features; going deeper to define a target market segment that gives your project the best chance to succeed; understanding the positioning and messaging that drives awareness, interest, and ridership within a target segment; and the feedback loops that help optimize the service experience so ridership can continue to grow.*

### **Budget & Funding Strategy**

11. Upload a table or spreadsheet with a line-item budget for both the project and the amount requested in this proposal.

*Provide details related to project phase, tasks, fiscal year, funding sources (general funds, grant funds, or in-kind resources), unit costs, unit type, quantities, total costs, etc. Feel free to use the budget template, linked [here](#).*

12. Provide an explanation of what costs are included in the budget and how those cost estimates were determined. (1500 Character Limit)

*Be prepared to provide a description clarifying costs for administrative overhead and any other budget line-items that require more details. Provide details on the methodology used to determine cost estimates.*

13. Provide a description of all funding sources for this proposal, including identification of a local funding match of at least ten percent (10%) of total project costs. (1500 Character Limit)

*Identify the type of funding source (general funds, grant funds, or in-kind resources), the status of any grant funding (applied, awarded, denied, etc.), and the amount of funding secured or anticipated from each funding source.*



**Performance Monitoring & Cost Effectiveness**

14. Discuss how your proposal considers and incorporates “Performance Monitoring” as described in the Metro Transit to Parks Strategic Plan (refer to page 74). (1000 Character Limit)

15. Describe how you will measure cost effectiveness. (1000 Character Limit)

*Number of riders served, number of destinations served, etc.*

**PROPOSAL EVALUATION**

**ELIGIBILITY SCREENING**

1. Is the lead applicant a public park authority or local/municipal transit agency? (Y/N)
2. Does this proposal fund an Access Solution Type from the Transit to Parks Strategic Plan? (Y/N)
3. Does this proposal connect to a Community(ies) of Interest? (Y/N)
4. Does the applicant identify a funding source for the local match? (Y/N)
5. Does the applicant commit to providing a local match of at least ten percent (10%) of total project costs? (Y/N)
6. Is a written commitment to partner or intent to partner with a community-based organization included? (Y/N)

**EVALUATION CRITERIA**

Each evaluation criterion is described below along with a breakdown of by sub-criteria (where applicable):

Evaluation Criteria	Max
Project Elements	20
Project Outcomes	20
Supportive Programs & Initiatives	20
Innovative Partnerships	10
Community Engagement & Market Research	10
Budget & Funding Strategy	10
Performance Monitoring & Cost Effectiveness	10
<b>TOTAL</b>	<b>100</b>

Project Elements (See Application Questions 1, 2, 3)	
Project Elements is evaluated along three dimensions: Project Scope (up to 10), “Park of Interest” / Park Facility Description (up to 5), and Background Information (up to 5).	20 MAX
A) Project Scope	0-10
B) “Park of Interest” / Park Facility Description	0-5
C) Background Information	0-5

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<b>Project Outcomes (See Application Questions 4, 5)</b>	
Project Outcomes is evaluated along two dimensions: Community Health, Environmental, and Social Outcomes (up to 10) and Park Access and Connectivity (up to 10).	20 MAX
A) Community Health, Environmental, and Social Outcomes	0-10
B) Park Access and Connectivity	0-10

<b>Supportive Programs &amp; Initiatives (See Application Question 6)</b>	
Supportive Programs & Initiatives is evaluated along one dimension: “Help People Find Their Way”, “Make it Easier”, “Make it Fun”, and “Make it Last” (up to 20 ).	20 MAX
A) “Help People Find Their Way”	0-20
B) “Make it Easier”	
C) “Make it Fun”	
D) “Make it Last”	

<b>Innovative Partnerships (See Application Questions 7, 8)</b>	
Innovative Partnerships is evaluated along two dimensions: the Community-Based Organization Partnership (up to 5) and Other Innovative Partnerships (up to 5).	10 MAX
A) Community-Based Organization Partnership	0-5
B) Other Innovative Partnerships	0-5

<b>Community Engagement &amp; Market Research (See Application Questions 9, 10)</b>	
Community Engagement & Market Research is evaluated along two dimensions: Community Engagement (up to 5) and Market Research (up to 5 ).	10 MAX
A) Community Engagement	0-5
B) Market Research	0-5

<b>Budget &amp; Funding Strategy (See Application Questions 11, 12, 13)</b>	
Budget & Funding Strategy is evaluated along one dimension: Budget & Funding Strategy (up to 10).	10 MAX
A) Budget & Funding Strategy	0-10

<b>Performance Monitoring &amp; Cost Effectiveness (See Application Questions 14, 15)</b>	
Performance Monitoring & Cost Effectiveness is evaluated along two dimensions: Performance Monitoring (up to 5) and Cost Effectiveness (up to 5 ).	10 MAX
A) Performance Monitoring	0-5
B) Cost Effectiveness	0-5

## Definitions

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**Community Engagement Plan**- All Measure A grant programs require community outreach and engagement. A Community Engagement Plan must be submitted with each application. The Community Engagement Plan must provide the following information: dates, frequency, and outreach methods used or planned to be used; dates of all engagement (planned or completed); scope of planned and/or conducted engagement activities; language access verification and supporting documentation. This plan may need to be updated over the course of the grant.

**Contingency**- An incidental expense.

**Eligible Costs**- Actual expenditures incurred by the grantee that are necessary and reasonable to the accomplishment of the work.

**Existing Program**- A currently funded and operating program.

**Grant Administration Manual** –The document that details the policies and procedures for administering grants awarded by RPOSD. It shall also include any subsequent amendments or changes issued by RPOSD.

**Grant Management System (GMS)**-The electronic database and software that maintains and processes all RPOSD grants and programs.

**Grant Performance Period** – The period of time the Grant Agreement is in effect. Length of Grant Performance is determined by the timeline provided by the grantee and included in the grant agreement.

**High Need or Very High Need** – Areas designated as such in the 2016 Los Angeles Countywide Comprehensive Parks & Recreation Needs Assessment.

**Joint Powers Authority (JPA)** – A legally created entity that allows two or more government agencies to jointly exercise common powers.

**Los Angeles Countywide Comprehensive Parks & Recreation Needs Assessment (PNA)**- The 2016 Los Angeles Countywide Comprehensive Park and Recreation Needs Assessment Final Report and any supplementary material adopted. Future updates to the PNA, when coupled with the Regional Recreation, Beaches, Rural Areas and Open Space Assessment, shall be referred to as the Unified Countywide Comprehensive Parks Needs Assessment (UPNA).

**New Program**- A program that has not existed within the past two years.

**Nonprofit Organization** - Any charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

**Study Area**– 188 regions defined in the Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment of 2016.

# Appendix A

## Language Access Requirements



# Language Access Requirements

When conducting community outreach and engagements, cultural and language sensitivities must be considered to encourage participation from groups that typically face barriers and are less likely to participate in public process collaborations.

To ensure truly inclusive practices, all outreach and engagement conducted for Measure A-funded projects must adhere to the language access requirements described in the table below.

The table below identifies the required levels of translation and interpretation services required based on the percentage of linguistically isolated populations speaking a given language within a given Study Area.

Tier	Definition	Requirement
Tier 1	15% or more of the population is linguistically isolated for any given language	Workshops and any in-person meetings must provide consecutive or simultaneous interpretation services. In addition, all written materials must be translated, including outreach materials, signage, agendas, and all other printed meeting materials.
Tier 2	5–14.9% of the population is linguistically isolated for any given language	Key written materials must be translated, including all printed meeting materials and at least one form of outreach. Workshops and any in-person meetings must provide consecutive or simultaneous interpretation services only if a specific request is received.
Tier 3	1–4.9% of the population is linguistically isolated for any given language	It is recommended (but not required) that outreach materials and printed meeting materials be translated.

Linguistically isolated populations are those that speak English "less than very well," as reported in the U.S. Census 2015 American Community Survey (ACS) Table B16001 "Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over."

Refer to the table on the following pages to determine which languages are spoken by linguistically isolated populations in your Study Area(s), and which requirements apply.

**Measure A Language Access Requirements:  
Isolated Languages by Study Area and Tier**

**ATTACHMENT C**

ID	Study Area Name	TIER 1: Language(s) with Isolation of 15% or greater	TIER 2: Language(s) with Isolation of 5 to 14.99%	TIER 3: Langage(s) with Isolation of 1 - 4.99%
81	City of Agoura Hills			Spanish
82	City of Alhambra	Chinese	Spanish	Vietnamese
166	City of Arcadia	Chinese		Spanish; Korean
40	City of Artesia		Spanish	Portuguese; Gujarati; Hindi; Indic; Chinese; Korean; Tagalog
53	City of Avalon / Unincorporated Channel Islands North	Spanish		
175	City of Azusa	Spanish		
54	City of Baldwin Park	Spanish	Chinese	Vietnamese; Tagalog
71	City of Bell	Spanish		
114	City of Bell Gardens	Spanish		
100	City of Bellflower	Spanish		Tagalog
167	City of Beverly Hills		Persian	Spanish; Korean; Hebrew
7	City of Bradbury / Unincorporated Bradbury		Chinese	Spanish
176	City of Burbank		Spanish; Armenian	
101	City of Calabasas			Persian
161	City of Carson		Spanish; Tagalog	
184	City of Cerritos / Unincorporated Cerritos		Chinese; Korean	Spanish; Tagalog
171	City of Claremont / Unincorporated Claremont			Spanish; Chinese
55	City of Commerce	Spanish		
142	City of Compton	Spanish		
93	City of Covina		Spanish	Chinese; Tagalog
56	City of Cudahy	Spanish		
172	City of Culver City			Spanish
157	City of Diamond Bar		Chinese; Korean	Spanish; Tagalog
162	City of Downey	Spanish		
143	City of Duarte		Spanish	Chinese; Tagalog
115	City of El Monte	Spanish	Chinese; Vietnamese	
158	City of El Segundo			Spanish
102	City of Gardena		Spanish	Japanese; Korean; Vietnamese



**Measure A Language Access Requirements:  
Isolated Languages by Study Area and Tier**

**ATTACHMENT C**

ID	Study Area Name	TIER 1: Language(s) with Isolation of 15% or greater	TIER 2: Language(s) with Isolation of 5 to 14.99%	TIER 3: Language(s) with Isolation of 1 - 4.99%
180	City of Glendale - Northside	Armenian		Spanish; Korean
168	City of Glendale - Southside	Armenian	Spanish	Russian; Korean; Tagalog
144	City of Glendora / Unincorporated Glendora			Spanish
41	City of Hawaiian Gardens	Spanish		
145	City of Hawthorne	Spanish		
128	City of Hermosa Beach			
1	City of Hidden Hills			Chinese
72	City of Huntington Park	Spanish		
25	City of Industry	Spanish	Chinese	Korean; Vietnamese; Tagalog
116	City of Inglewood	Spanish		
57	City of Irwindale	Spanish		
117	City of LA Arleta - Pacoima	Spanish		
83	City of LA Baldwin Hills - Leimert - Hyde Park		Spanish	
26	City of LA Bel Air - Beverly Crest/ Unincorporated Hollywood Hills			Spanish; Persian
135	City of LA Boyle Heights	Spanish		
129	City of LA Brentwood - Pacific Palisades			Persian
66	City of La Canada Flintridge		Korean	Armenian; Chinese
58	City of LA Canoga Park - Winnetka	Spanish		Persian; Vietnamese; Tagalog
118	City of LA Central City		Spanish; Korean	Chinese; Japanese
59	City of LA Central City North	Chinese	Spanish	Korean; Cambodian; Vietnamese
152	City of LA Chatsworth-Porter Rnch / Unin. Chatsworth/ Unin. Northridge/ Unin. Canoga Pk/ Unin. Porter Rnch Oat Mountain		Spanish	Persian; Korean; Vietnamese
136	City of LA Encino - Tarzana		Persian	Spanish; Russian; Hebrew
164	City of LA Exposition Park - University Park - Vermont Square	Spanish		Chinese; Korean
73	City of LA Granada Hills - Knollwood		Spanish	Armenian; Korean; Tagalog
42	City of La Habra Heights			Spanish; Chinese
43	City of LA Harbor Gateway	Spanish		Japanese; Korean; Vietnamese; Tagalog
103	City of LA Hollywood - North		Spanish	Russian; Armenian
104	City of LA Hollywood - South	Spanish		Russian; Armenian; Tagalog
137	City of La Mirada		Spanish	Korean; Tagalog

**Measure A Language Access Requirements:  
Isolated Languages by Study Area and Tier**

**ATTACHMENT C**

ID	Study Area Name	TIER 1: Language(s) with Isolation of 15% or greater	TIER 2: Language(s) with Isolation of 5 to 14.99%	TIER 3: Language(s) with Isolation of 1 - 4.99%
130	City of LA Mission Hills - Panorama City - North Hills	Spanish		Armenian; Tagalog
94	City of LA North Hollywood - Valley Village	Spanish		Russian; Armenian
183	City of LA Northeast Los Angeles - North	Spanish		Chinese; Tagalog
177	City of LA Northeast Los Angeles - South	Spanish	Chinese	
60	City of LA Northridge		Spanish	Chinese; Korean
105	City of LA Palms - Mar Vista - Del Rey		Spanish	Chinese
27	City of La Puente	Spanish		Chinese; Tagalog
95	City of LA Reseda - West Van Nuys	Spanish		Armenian; Persian; Vietnamese; Tagalog
185	City of LA San Pedro / City of LA Port of Los Angeles / Unincorporated La Rambla		Spanish	
84	City of LA Sherman Oaks - Studio City - Toluca Lake - Cahuenga Pass / Unin. Universal City			Spanish; Russian
138	City of LA Silver Lake - Echo Park - Elysian Valley	Spanish		Chinese; Tagalog
119	City of LA South Los Angeles	Spanish		
163	City of LA Southeast Los Angeles	Spanish		
169	City of LA Southeast Los Angeles - North	Spanish		
120	City of LA Sun Valley - La Tuna Canyon	Spanish		Armenian; Tagalog
139	City of LA Sunland - Tujunga - Lake View Terrace - Shadow Hills		Spanish; Armenian	Korean
96	City of LA Sylmar	Spanish		
61	City of LA Valley Glen - North Sherman Oaks	Spanish		Russian; Armenian
44	City of LA Van Nuys - North Sherman Oaks	Spanish		Armenian
106	City of LA Venice			Spanish
159	City of La Verne / Unincorporated La Verne/ Unincorporated Claremont			Spanish; Chinese
107	City of LA West Adams	Spanish		Korean
146	City of LA West Hills - Woodland Hills / Unin.Canoga Park - West Hills			Spanish; Persian
85	City of LA West Los Angeles			Spanish; Persian; Chinese
67	City of LA Westchester - Playa del Rey / City of LA Los Angeles International Airport			Spanish
147	City of LA Westlake	Spanish	Korean	Tagalog
45	City of LA Westwood / Unincorporated Sawtelle VA Center			Persian; Chinese; Korean
121	City of LA Wilmington - Harbor City / City of LA Port of Los Angeles	Spanish		Korean
68	City of LA Wilshire - Koreatown	Spanish; Korean		Tagalog

**Measure A Language Access Requirements:  
Isolated Languages by Study Area and Tier**

**ATTACHMENT C**

ID	Study Area Name	TIER 1: Language(s) with Isolation of 15% or greater	TIER 2: Language(s) with Isolation of 5 to 14.99%	TIER 3: Language(s) with Isolation of 1 - 4.99%
108	City of LA Wilshire - West		Spanish	Persian; Korean
153	City of Lakewood / Unincorporated Lakewood		Spanish	Chinese; Korean; Tagalog
69	City of Lancaster - Eastside		Spanish	
122	City of Lancaster - Westside		Spanish	
74	City of Lawndale	Spanish		Vietnamese
62	City of Lomita		Spanish	Japanese; Korean; Tagalog
97	City of Long Beach Central		Spanish	Tagalog
165	City of Long Beach East / Unincorporated Long Beach			Spanish
123	City of Long Beach North	Spanish		Cambodian
188	City of Long Beach South		Spanish	Cambodian
154	City of Long Beach West	Spanish		Cambodian; Tagalog
109	City of Lynwood/ Unincorporated Lynwood	Spanish		
75	City of Malibu			
178	City of Manhattan Beach			
76	City of Maywood	Spanish		
77	City of Monrovia		Spanish	Chinese
131	City of Montebello	Spanish		Armenian; Chinese
148	City of Monterey Park	Chinese	Spanish	Japanese; Vietnamese
149	City of Norwalk	Spanish		Chinese; Korean; Tagalog
124	City of Palmdale - Eastside / Unincorporated South Antelope Valley	Spanish		
125	City of Palmdale - Westside		Spanish	
46	City of Palos Verdes Estates			Spanish; Chinese; Japanese
140	City of Paramount	Spanish		
132	City of Pasadena - Eastside / Unincorporated Kinneloa Mesa		Spanish	Armenian; Chinese
173	City of Pasadena - Westside		Spanish	Chinese
110	City of Pico Rivera	Spanish		
155	City of Pomona - Northside	Spanish		
150	City of Pomona - Southside	Spanish		Chinese; Vietnamese
170	City of Rancho Palos Verdes			Spanish; Chinese; Japanese; Korean

**Measure A Language Access Requirements:  
Isolated Languages by Study Area and Tier**

**ATTACHMENT C**

<b>ID</b>	<b>Study Area Name</b>	<b>TIER 1: Language(s) with Isolation of 15% or greater</b>	<b>TIER 2: Language(s) with Isolation of 5 to 14.99%</b>	<b>TIER 3: Language(s) with Isolation of 1 - 4.99%</b>
186	City of Redondo Beach			Spanish
2	City of Rolling Hills			Spanish; Chinese; Japanese; Korean
86	City of Rolling Hills Estates / Unincorporated Westfield			Spanish; Chinese; Japanese; Korean
98	City of Rosemead	Chinese	Spanish; Vietnamese	
156	City of San Dimas / Unincorporated San Dimas			Spanish; Chinese
87	City of San Fernando	Spanish		
111	City of San Gabriel	Chinese	Spanish	Vietnamese
8	City of San Marino	Chinese		Spanish
126	City of Santa Fe Springs	Spanish		Korean
182	City of Santa Monica			Spanish; Chinese
112	City of Sierra Madre			Spanish; Chinese
141	City of Signal Hill		Spanish	Cambodian; Tagalog
78	City of South El Monte/ Unincorporated El Monte/ Unincorporated Whittier Narrows	Spanish		Chinese; Vietnamese
88	City of South Gate	Spanish		
89	City of South Pasadena			Spanish; Chinese; Japanese; Korean
28	City of Temple City	Chinese		Spanish; Vietnamese
174	City of Torrance - North			Spanish; Chinese; Japanese; Korean;
181	City of Torrance - South			Spanish; Chinese; Japanese; Korean
3	City of Vernon / Unincorporated Vernon	Spanish		Chinese
133	City of Walnut	Chinese		Spanish; Korean; Vietnamese; Tagalog
160	City of West Covina		Spanish; Chinese	Vietnamese; Tagalog
90	City of West Hollywood		Russian	Spanish
79	City of Westlake Village			
187	City of Whittier		Spanish	
179	Santa Clarita - North		Spanish	
151	Santa Clarita - South		Spanish	
9	Unincorporated Acton/ Unincorporated South Antelope Valley		Spanish	
10	Unincorporated Agua Dulce-Angeles National Forest- Canyon Country			Spanish
47	Unincorporated Altadena		Spanish	Armenian

**Measure A Language Access Requirements:  
Isolated Languages by Study Area and Tier**

**ATTACHMENT C**

ID	Study Area Name	TIER 1: Language(s) with Isolation of 15% or greater	TIER 2: Language(s) with Isolation of 5 to 14.99%	TIER 3: Langage(s) with Isolation of 1 - 4.99%
29	Unincorporated Angeles National Forest		Spanish	
127	Unincorporated Azusa	Spanish		Chinese; Tagalog
50	Unincorporated Bassett-West Puente Valley	Spanish		Chinese; Tagalog
91	Unincorporated Castaic		Spanish	
11	Unincorporated Charter Oak Islands		Spanish	Chinese
12	Unincorporated Compton		Spanish	
5	Unincorporated Covina Islands	Spanish		Chinese
4	Unincorporated Covina-San Dimas		Chinese	Spanish; Gujarati
13	Unincorporated Del Aire	Spanish		Arabic
70	Unincorporated East Los Angeles - Northwest	Spanish		
30	Unincorporated East Los Angeles - Southeast	Spanish		
31	Unincorporated East Rancho Dominguez	Spanish		
32	Unincorporated East San Gabriel/ Unincorporated Arcadia	Chinese	Spanish	Vietnamese
80	Unincorporated Florence-Firestone	Spanish		
99	Unincorporated Hacienda Heights-Whittier		Spanish; Chinese	Korean
34	Unincorporated Hawthorne/ Unincorporated Alondra Park		Spanish; Vietnamese	Chinese; Tagalog
14	Unincorporated La Crescenta - Montrose		Korean	Spanish; Armenian
48	Unincorporated Ladera Heights / View Park - Windsor Hills			Spanish
35	Unincorporated Lake Los Angeles/ Unin. Pearblossom/ Unin. Liano/ Unin. Valyermo		Spanish	
15	Unincorporated Lennox	Spanish		
6	Unincorporated Leona Valley/ Unin.Lake Hughes			
36	Unincorporated Littlerock	Spanish		
16	Unincorporated Malibu			Spanish
63	Unincorporated Marina del Rey			Chinese; Arabic
33	Unincorporated Monrovia		Spanish; Chinese	
17	Unincorporated Northeast Antelope Valley		Spanish	
18	Unincorporated Northwest Antelope Valley			Spanish
51	Unincorporated Pellissier Village-Avocado Heights	Spanish		Chinese; Vietnamese
19	Unincorporated Quartz Hill-Lancaster			Spanish

**Measure A Language Access Requirements:  
Isolated Languages by Study Area and Tier**

**ATTACHMENT C**

<b>ID</b>	<b>Study Area Name</b>	<b>TIER 1: Language(s) with Isolation of 15% or greater</b>	<b>TIER 2: Language(s) with Isolation of 5 to 14.99%</b>	<b>TIER 3: Langage(s) with Isolation of 1 - 4.99%</b>
92	Unincorporated Rowland Heights	Chinese	Spanish	Korean; Tagalog
20	Unincorporated San Jose Hills	Spanish		Chinese
37	Unincorporated San Pasqual/ Unincorporated East Pasadena		Spanish; Chinese	Tagalog
38	Unincorporated Santa Monica Mountains/ Unincorporated Triunfo Canyon			Spanish; Korean
134	Unincorporated South Whittier/ Unincorporated East La Mirada	Spanish		
49	Unincorporated Stevenson/Newhall Ranch			Spanish; Korean
52	Unincorporated Sunrise Village-South San Gabriel- Whittier Narrows	Chinese	Spanish; Vietnamese	Korean; Tagalog
64	Unincorporated Topanga Canyon / Topanga			Spanish; Chinese
39	Unincorporated Valinda	Spanish		Chinese; Vietnamese; Tagalog
21	Unincorporated Walnut Park	Spanish		
22	Unincorporated West Athens-Westmont	Spanish		
23	Unincorporated West Carson		Spanish	Japanese; Korean; Tagalog
24	Unincorporated West Rancho Dominguez	Spanish		
65	Unincorporated West Whittier - Los Nietos	Spanish		
113	Unincorporated Willowbrook	Spanish		

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LOS ANGELES COUNTY  
REGIONAL PARK AND  
OPEN SPACE DISTRICT



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# Award Recommendations for Recreation Access Competitive Grant Program

PLANNING & PROGRAMMING COMMITTEE

LEGISTAR 2022-0849

MARCH 15, 2023



Metro

# Recommended Action

## CONSIDER:

- A. APPROVING project selection and programming of \$1,000,000 for the Recreation Access Competitive Grant Program.
- B. AUTHORIZING the Chief Executive Officer (CEO) or her designee to negotiate and execute all necessary agreements for approved projects.
- C. AUTHORIZING the CEO or her designee to adjust programming amounts including, but not limited to, soliciting additional project applications, shifting funding amounts between the awarded projects, and/or increasing award amounts should additional funding become available.

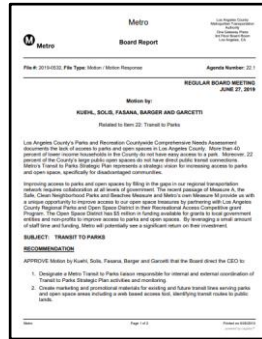
# Background



June 2019

Metro Board adopts the Transit to Parks Strategic Plan:

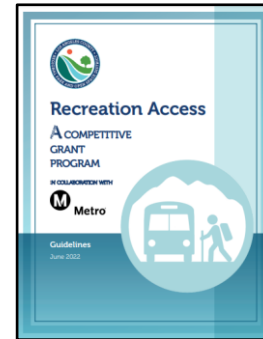
*“Systematic vision for increasing access to parks and open space countywide”*



June 2019 (cont'd)

Metro Board directs staff to do 9 actions (Motion 22.1), including:

*“Collaborate with the Los Angeles County [Regional Park and] Open Space District by contributing \$1 million in funding to create a grant program for cities and non-profits to fund transit to parks programs and initiatives”*



June 2022

County RPOSD, in partnership with Metro, re-releases the Recreation Access Competitive Grant Program. Program opened until September 29, 2022



# Recreation Access Competitive Grant Program

## Funding Program Overview

- > \$1M available for transit operations and supportive elements (e.g., wayfinding, marketing, transit stop improvements, programming)
- > Connect “Community of Interest” to high-quality park or open space area via transit
- > Eligible applicants: transit agencies and public park authorities
- > Required to partner with community-based organization
- > 10% local match requirement (cash or “in-kind”)

## Evaluation and Selection Process

- > Two applications received (\$1,338,250 total requested)
- > Interdepartmental evaluation team
- > Both submittals are eligible, scored favorably and recommended for partial award:
  - Mt. Wilson Express Route Development & Operations (\$747,244.54)
  - Nature Education Program at the Stone Barn Nature Center in Glendale's Deukmejian Wilderness Park (\$252,755.46)



## Next Steps

- > Execute funding agreements
- > Initiate projects
- > Updates to adjust programming, if needed



## Board Report

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File #: 2023-0092, File Type: Program

Agenda Number: 6.

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### PLANNING AND PROGRAMMING COMMITTEE MARCH 15, 2023

**SUBJECT: FUNDING PROGRAMMING FOR FEDERALLY MANDATED PARATRANSIT SERVICES**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATIONS**

CONSIDER:

- A. APPROVING the programming of \$246.7 million in federal Surface Transportation Block Grant Program (STBGP) funds for Access Services for Fiscal Years (FY) 2024 through FY 2026, as shown in Attachment A; and
  
- B. AUTHORIZING the Chief Executive Officer or their designee to negotiate and execute funding agreements between Metro and Access Services.

#### **ISSUE**

Access Services provides complementary paratransit service required by the Americans with Disabilities Act (ADA) on behalf of Metro and 44 other fixed route operators in Los Angeles County. Metro supplements the local funds it provides to Access Services with federal funds. However, Metro does not include federal funds for paratransit services in its annual budget. The Board of Directors must approve the programming of STBGP funds in the Federal Transportation Improvement Program (FTIP) so that Access Services can apply for and receive the funds directly from the Federal Transit Administration (FTA). Attachment A identifies the annual amounts of federal STBGP funds recommended for programming for Access Services from FY 2024 to FY 2026.

#### **BACKGROUND**

ADA paratransit service is a federally mandated civil right for persons with disabilities who cannot ride public fixed route buses and trains within  $\frac{3}{4}$  of a mile of the fixed-route service. Metro's programming of federal funds for ADA paratransit service started in FY 1998 with the transfer of Surface Transportation Program (STP) funds from the Federal Highway Administration (FHWA) to FTA's

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Section 5310 Program. Metro has continued this process through four federal reauthorization acts, including the Fixing America's Surface Transportation (FAST) Act signed into law in December 2015. The FAST Act changed the program's name from STP to STBGP.

The Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), which was signed into law in November 2021, continued to allow the transfer of funds to FTA's Section 5310 Program to support ADA paratransit services. The Metro Board of Directors approved the programming of \$281.5 million of STBGP funds for Access Services for FY 2020 through FY 2023 in September 2018. The recommended programming period of 3 years (FY 2024 through 26) compared to 4 years as last approved by the Board of Directors coincides with the last 3 years for which the IIJA/BIL authorized funding, including for the STBGP. The annual average amount of STBGP funding recommended for programming is about \$10 million more compared to the prior programming action that the Board of Directors approved in 2018.

All federally funded projects, and regionally significant projects regardless of their funding source, in Los Angeles County, must be programmed in the Southern California Association of Governments (SCAG) FTIP. Federal funds, including from the STBGP, are approved by federal transportation agencies for use by project sponsors in Los Angeles County only after their programming in the FTIP and approval by SCAG.

## **DISCUSSION**

The Metro Board of Directors annually adopts a budget for Access Services, including local and federal STBGP funds to meet the projected paratransit needs of Metro and 44 other fixed-route operators in Los Angeles County over the following fiscal year. While local funds are included directly in Metro's annual budget, the Board of Directors separately approves the programming of STBGP funds in the FTIP so that Access Services can apply for and receive the funds directly from the FTA. This programming of federal funds is done on a multi-year basis to better manage the FTIP and federal grant approval processes.

The annual budgeting for Access Services is established based on the recent history of expenditures and paratransit ridership projections provided by Access Services to Metro's Office of Management and Budget for review and approval. Access Services' paratransit demand analysis uses economic factors, historical data, and other variables to forecast ridership. The programming of STBGP funds for FY 2024 to FY 2026 supports addressing the needs identified in recent financial assessments and budget forecasts for Access Services. The recommended actions also help implement Metro's statutory transportation programming responsibilities for Los Angeles County and allow for continued operations of Access Services to provide ADA paratransit services. The recommended actions also support achieving goals set in Metro's planning documents, including the Long Range Transportation Plan (LRTP) and Vision 2028 Strategic Plan.

## **DETERMINATION OF SAFETY IMPACT**

Approval of the recommendation will have a positive impact on the safety of Metro's customers, employees, and the general public. The recommendation supports the provision of paratransit

service required by the ADA to safely transport customers requiring specialized mobility services within the service areas of Metro and 44 other fixed-route operators in Los Angeles County.

### **FINANCIAL IMPACT**

The recommended actions are consistent with Metro's planned use of federal STBGP funds for Access Services over the next three fiscal years. Approving the recommendation will also support Metro's ability to meet ADA requirements and maintain eligibility for federal funding on other project commitments identified in the LRTP and Measure M Expenditure Plan.

As Metro is responsible for including in its annual budget any funds required to provide paratransit services mandated by the ADA that are not met with the programming of STBGP funds, the amount of STBGP funding programmed for Access Services would have an impact on the demand for local funds in future Metro budgets. These other local funds are primarily Proposition C 40%, which can be used for Metro capital and operations.

#### **Impact to Budget**

The recommended actions do not have any impact on Metro's FY 2023 Budget.

### **EQUITY PLATFORM**

The programming of federal STBGP funds will allow Access Services to continue provide complementary paratransit service on behalf of Metro and 44 other fixed route operators in Los Angeles County. This service provides persons with disabilities with a more equitable access to opportunity. Beyond supporting compliance with a federal mandate, the recommendation addresses the first three pillars of Metro's Equity Platform by: i) meeting the projected paratransit needs in the region; ii) improving the customer experience; and iii) focusing on delivering service for those who most need it among transit-priority populations in Los Angeles County.

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

The recommended actions support achieving Goal 3 of Metro's Vision 2028 Strategic Plan to enhance communities and lives through mobility and access to opportunity. It also supports Metro's commitment to making Los Angeles County's transportation system more accessible, inclusive, and responsive to the needs of the diverse communities it serves.

### **ALTERNATIVES CONSIDERED**

Not fully programming STBGP funds for Access Services to provide mandated paratransit service during FY 2024 - FY 2026 would place Metro and the other 44 Los Angeles County fixed-route operators in violation of the ADA. This would impact the ability of Metro and other fixed-route transit operators to receive federal grants.

The Board of Directors may elect to defer all or a part of the recommended programming of federal STBGP funding to Access Services. We do not recommend deferral of the federal funding for Access



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Services, as the ADA requires the paratransit service that it provides. If STBGP funds are not programmed, Metro would have to identify other eligible funding to ensure continued paratransit service. There are no additional federal funding sources available to Metro other than the small set-aside for Access Services from the FTA's 5310 Program that is already assumed in its annual budget.

**NEXT STEPS**

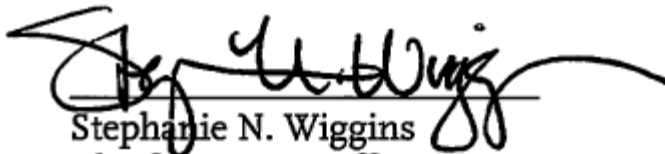
Upon Board approval, Access Services will program the STBGP funds in the FTIP. Metro staff will review the programming of the funds and request the approval of the Southern California Association of Governments, FHWA and FTA.

**ATTACHMENTS**

Attachment A - Funding Programming for Access Services (FY 2024 - FY 2026)

Prepared by: Ashad Hamideh, Senior Director, Countywide Planning & Development, (213) 922-5539  
Michael Cano, Executive Officer, Countywide Planning & Development, (213) 418-3010  
Laurie Lombardi, Senior Executive Officer, Countywide Planning & Development, (213) 418-3251

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



Stephanie N. Wiggins  
Chief Executive Officer

**ATTACHMENT A**

**Funding Programming for Access Services (FY 2024 - FY 2026)**

(\$ in Millions)

Fund Type	FY 2024	FY 2025	FY 2026	Total
STBGP*	\$80.0	\$82.3	\$84.4	\$246.7

\* Programmed amounts of Surface Transportation Block Grant Program (STBGP) funds are estimates and may be revised depending upon updated annual need and funding availability, without exceeding the total programmed amounts authorized by the Metro Board of Directors.



**Board Report**

**File #:** 2023-0048, **File Type:** Policy

**Agenda Number:** 10.

**FINANCE, BUDGET, AND AUDIT COMMITTEE  
MARCH 15, 2023**

**SUBJECT: INVESTMENT POLICY**

**ACTION: APPROVE RECOMMENDATIONS**

**RECOMMENDATION**

CONSIDER:

- A. ADOPTING the Investment Policy in Attachment A;
- B. APPROVING the Financial Institutions Resolution authorizing financial institutions to honor signatures of LACMTA Officials, Attachment B; and
- C. DELEGATING to the Treasurer or his/her designees, the authority to invest funds for a one-year period, pursuant to California Government Code (“Code”) Section 53607.

**ISSUE**

Section 53646 of the Code, requires the Board, on an annual basis and at a public meeting, review and approve the Investment Policy. Section 53607 of the Code, requires the Board to delegate investment authority to the Treasurer on an annual basis.

Section 10.8 of the Investment Policy requires that the Treasurer submit the Financial Institutions Resolutions to the Board annually for approval.

**BACKGROUND**

Metro’s investment policy allows for temporary idle funds to be invested consistent with Board approved investment policy guidelines. The policy is updated on an annual basis and was last updated on February 24, 2022.

**DISCUSSION**

The Board approves the objectives and guidelines that direct the investment of operating funds. Changes to the Investment Policy have been made to incorporate updates to the California

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Government Code. A redlined version of Investment Policy Changes is presented as Attachment A.

Although not required by CA Gov't code, a Staff has also added a restriction against investment in fossil fuel companies, tobacco or tobacco-related companies, and companies in support of the production of weapons, military systems, or nuclear power. Staff incorporated the Socially Responsible restriction to the investment policy for the longer term social and environmental benefits of the local community.

Financial Institutions require Board authorization to establish custody, trustee, and commercial bank accounts. The Financial Institutions resolution is presented as Attachment B. There is no change from last year's resolution.

To streamline this board report, the following reference materials may be found on the Internet:

Current Investment Policy:

<https://cdn.beta.metro.net/wp-content/uploads/2022/05/11132515/2022-Investment-Policy.pdf>

California Government Code: Section 53600 to 53609, Section 53646, Section 53652, Section 16429.1 to 16429.4:

[http://leginfo.ca.gov/faces/codes\\_displayText.xhtml?lawCode=GOV&division=2.&title=5.&part=1.&chapter=4.&article=1](http://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=2.&title=5.&part=1.&chapter=4.&article=1)

### **DETERMINATION OF SAFETY IMPACT**

This Board Action will not have an impact on safety standards for Metro operations.

### **FINANCIAL IMPACT**

The funds required to update the Investment Policy are included in the FY23 budget in cost center 5210 and project number 610340.

#### **Impact to Budget**

The sources of funds budgeted to manage assets in accordance with the Investment Policy are Proposition A, Proposition C, Measure R, Measure M and TDA administration funds. These funds are not eligible for bus and rail operating and capital expenses.

### **EQUITY PLATFORM**

This Board Action will not have any equity impacts or concerns. However, the proposed investment policy provides the guidelines for Metro's internally and externally managed investment portfolios and contains socially responsible considerations. Four firms are under contract to invest Metro's external

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portfolio. Among them, Chandler Asset Management is a small business firm and LM Capital Management is minority owned. The managers must invest in securities that comply with our investment policy and CA Gov't code.

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

Metro's Investment Policy supports Metro's Vision 2028 Goal#5: Provide responsive, accountable, and trustworthy governance within the Metro Organization.

### **ALTERNATIVES CONSIDERED**

The Investment Policy and California Government Code require an annual review and adoption of the Investment Policy, delegation of investment authority, and approval of the Financial Institutions Resolution. Should the Board elect not to delegate the investment authority annually or approve the policy and resolution, the Board would assume daily responsibility for the investment of working capital funds and for the approval of routine administrative actions.

### **NEXT STEPS**

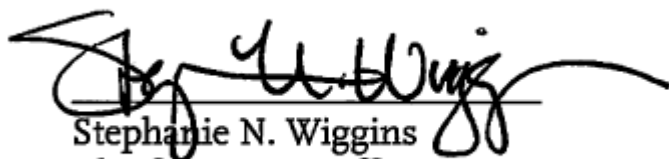
Upon Board approval, staff shall distribute the Investment Policy to external investment managers and broker-dealers. The Investment Policy and Financial Institutions Resolution will be issued to financial institutions with whom Metro engages.

### **ATTACHMENTS**

Attachment A - Investment Policy-Redline  
Attachment B - Financial Institutions Resolution

Prepared by: Jin Yan, Manager, Finance (213) 922-2127  
Mary E. Morgan, DEO, Finance, (213) 922-4143

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

  
Stephanie N. Wiggins  
Chief Executive Officer

ATTACHMENT A

*Los Angeles County Metropolitan Transportation Authority*

# INVESTMENT POLICY

Approved on ~~February~~ March 24, 2023

# INVESTMENT POLICY

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## **1.0 Policy**

It is the policy of the Los Angeles County Metropolitan Transportation Authority (LACMTA) to ensure that the temporarily idle funds of the agency are prudently invested to preserve capital and provide necessary liquidity, while maximizing earnings, and conforming to state and local statutes governing the investment of public funds.

This investment policy conforms to the California Government Code ("Code") as well as to customary standards of prudent investment management. Investments may only be made as authorized by the Code, Section 53600 et seq., Sections 16429.1 through 16429.4 and this investment policy. Should the provisions of the Code become more restrictive than those contained herein, such provisions will be considered as immediately incorporated in this investment policy. Changes to the Code that are less restrictive than this investment policy may be adopted by the Board of Directors (Board).

## **2.0 Scope**

- 2.1 This investment policy sets forth the guidelines for the investment of surplus General, Special Revenue, Capital Projects, Enterprise (excluding cash and investments with fiscal agents), Internal Service, and any new fund created by the Board, unless specifically exempted. Excluded from this investment policy are guidelines for the investment of proceeds related to debt financing, defeased lease transactions, Agency (Deferred Compensation, 401K, and Benefit Assessment District), Other Post Employment Benefit (OPEB) Trust funds and Pension Trust Funds.
- 2.2 Internal and external portfolio managers may be governed by Portfolio Guidelines that may on an individual basis differ from the total fund guidelines outlined herein. The Treasurer is responsible for monitoring and ensuring that the total funds subject to this investment policy remain in compliance with this investment policy, and shall report to the Board regularly on compliance.

## **3.0 Investment Objectives**

- 3.1 The primary objectives, in priority order, of investment activities shall be:
  - A. **Safety:** Safety of principal is the foremost objective of the investment program. The investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The LACMTA shall seek to ensure that capital losses are avoided whether from institutional default, broker-dealer default, or erosion of market value. Diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
  - B. **Liquidity:** The investment portfolio will remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated.
  - C. **Return on Investments:** The LACMTA shall manage its funds to maximize the return on investments consistent with the two objectives above, with the goal of exceeding the performance benchmarks (Section 12.0) over a market cycle (typically a three to five year period).
- 3.2 It is policy to hold investments to maturity. However, a security may be sold prior to its maturity and a capital gain or loss recorded if liquidity needs arise, or in order to improve the quality, or rate of return of the portfolio in response to market conditions and/or LACMTA risk preferences.



Internal and external investment managers shall report such losses to the Treasurer and Chief Financial Officer immediately.

- 3.3 When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing LACMTA funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent investor acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.
- 3.4 The standard of prudence to be used by investment officials shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with this investment policy, written portfolio guidelines and procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in the quarterly investment report to the Board, and appropriate action is taken to control adverse developments.

#### **4.0 Delegation of Authority**

- 4.1 The Board shall be the trustee of funds received by the LACMTA. In accordance with Code Section 53607, the Board hereby delegates the authority to invest or reinvest the funds, to sell or exchange securities so purchased and to deposit securities for safekeeping to the Treasurer for a one year period, who thereafter assumes full responsibility for such transactions and shall make a monthly report of those transactions to the Board. Subject to review by the Board, the Board may renew the delegation of authority each year.
- 4.2 The Treasurer shall establish written procedures for the operation of the investment program consistent with this investment policy, including establishment of appropriate written agreements with financial institutions. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. The Treasurer may engage independent investment managers to assist in the investment of its financial assets.
- 4.3 No person may engage in an investment transaction except as provided under the terms of this investment policy and the procedures established by the Treasurer.
- 4.4 Officers and employees involved in the investment process shall be governed by the standards regarding ethical behavior and conflicts of interest established in the Los Angeles County Metropolitan Transportation Authority Ethics Policy and annually shall file a Statement of Economic Disclosure with the Ethics Office.

#### **5.0 Permitted Investments**

- 5.1 All funds which are not required for immediate cash expenditures shall be invested in income producing investments or accounts, in conformance with the provisions and restrictions of this investment policy as defined in Section 5.1A and as specifically authorized by the Code, (Sections 53600, et seq.). Securities held by the LACMTA's custodial bank must be in compliance with Section 5.0 Permitted Investments at the time of purchase.

5.2 In order to reduce overall portfolio risk, investments shall be diversified among security type, maturity, issuer and depository institutions. See Section 5.1A for specific concentration limits by type of investment.

- A. Percentage limitations where listed are only applicable at the date of purchase.
- B. In calculating per issuer concentration limits commercial paper, bankers' acceptances, medium term notes, asset-backed securities, placement service assisted deposits, and negotiable certificates of deposit shall be included; deposits collateralized per Section 7.3 of this investment policy are excluded from this calculation.
- C. Credit requirements listed in this investment policy indicate the minimum credit rating (or its equivalent by any nationally recognized statistical rating organization) required at the time of purchase without regard to modifiers (e.g., +/- or 1,2,3), if any.

5.3 Maturities of individual investments shall be diversified to meet the following objectives:

- A. Investment maturities will be first and foremost determined by anticipated cash flow requirements.
- B. Where this investment policy does not state a maximum maturity in Section 5.1A, no investment instrument shall be purchased which has a stated maturity of more than five years from the date of ~~purchase~~settlement, unless the instrument is specifically approved by the Board or is approved by the Board as part of an investment program and such approval must be granted no less than three months prior to the investment. The Board hereby grants express authority for the purchase of new issue securities with a 5 year stated maturity with extended settlement of up to ~~30~~45 days from date of purchase.
- C. The average duration of the externally managed funds subject to this investment policy shall not exceed 150% of the benchmark duration. The weighted average duration of the internal portfolios shall not exceed three (3) years.

**Commented [YJ1]:** Effective January 1, 2023, California Government Code (Code) Section 53601 will specify that an investment's term or remaining maturity shall be measured from the **settlement** date to final maturity (rather than the commonly interpreted trade date).<sup>1</sup> It will further specify that the forward settlement date of an investment cannot exceed 45 days.

5.4 State and local government sponsored Investment Pools and money market mutual funds as authorized by this investment policy are subject to due diligence review prior to investing and on a continual basis as established in Section 5.1A, #11 and #12.

5.5 This investment policy specifically prohibits the investment of any funds subject to this investment policy in the following securities:

- A. Derivative securities, defined as any security that derives its value from an underlying instrument, index, or formula, are prohibited. The derivative universe includes, but is not limited to, structured and range notes, securities that could result in zero interest accrual if held to maturity, variable rate, floating rate or inverse floating rate investments, financial futures and options, and mortgage derived interest or principal only strips. Callable or putable securities with no other option features, securities with one interest rate step-up feature, and inflation indexed securities meeting all other requirements of this investment policy are excluded from this prohibition, as are fixed rate mortgage-backed securities and asset-backed securities.

B. Reverse repurchase agreements and securities lending agreements.

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C. Securities of fossil fuel companies, tobacco or tobacco-related companies, and companies in support of the production of weapons, military systems, or nuclear power.

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## 6.0 Selection of Depository Institutions, Investment Managers and Broker-Dealers

- 6.1 To minimize the risk to the overall cash and investment portfolio, prudence and due diligence as outlined below shall be exercised with respect to the selection of Financial Institutions in which funds are deposited or invested. The LACMTA's Financial Advisor (FA) will conduct competitive processes to recommend providers of financial services including commercial banking, investment management, investment measurement and custody services.
- A. In selecting Depositories pursuant to Code Sections 53630 (et seq.), the credit worthiness, financial stability, and financial history of the institution, as well as the cost and scope of services and interest rates offered shall be considered. No funds will be deposited in an institution unless that institution has an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency. The main depository institutions will be selected on a periodic and timely basis.
- B. Deposits which are insured pursuant to federal law by the Federal Deposit Insurance Corporation (FDIC), or the National Credit Union Administration (NCUA) may be excluded from the collateralization requirements of Section 7.3 of this investment policy, at the Treasurer's discretion. A written waiver of securitization shall be executed, provided to the Depository Institution, and kept on file in the Treasury Department.
- C. The Treasurer shall seek opportunities to deposit funds with disadvantaged business enterprises, provided that those institutions have met the requirements for safety and reliability and provide terms that are competitive with other institutions.
- 6.2 In selecting external investment managers and brokers, past performance, stability, financial strength, reputation, area of expertise, and willingness and ability to provide the highest investment return at the lowest cost within the parameters of this investment policy and the Code shall be considered. External investment managers must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor Act of 1940.
- 6.3 Pursuant to Code Section 53601.5, the LACMTA and its investment managers shall only purchase statutorily authorized investments either from the issuer, from a broker-dealer licensed by the state, as defined in Section 25004 of the Corporations Code, from a member of a federally regulated securities exchange, a national or state-chartered bank, a federal or state association (as defined by Section 5102 of the Financial Code), or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank.
- A. Internal investment manager will only purchase or sell securities from broker-dealers that are Primary Dealers in U.S. Government Securities or are a direct affiliate of a Primary Dealer. Internal investment manager will only purchase securities from broker-dealers who have returned a signed Receipt of Investment Policy and completed the Broker-Dealer Questionnaire, and have been approved by the Treasurer (see Appendices B and C). A current copy of the Broker-Dealer's financial statements will be kept on file in the Treasury Department. Should market conditions limit access to inventory, the Treasurer may approve executing transactions through non-Primary Dealers who meet all of the criteria listed below:

- a. The broker dealer must qualify under Securities Exchange Commission rule 15C3-1 (Uniform Net Capital Rule);
- b. Must be licensed by the state as a broker/dealer as defined in Section 25004 of the Corporations Code or a member of a federally registered securities exchange (i.e. FINRA, SEC, MSRB);
- c. Have been in operation for more than five years; and
- d. Have a minimum annual trading volume of \$100 billion in money market instruments or \$500 billion in U.S. Treasuries and Agencies.

B. In addition to Primary Dealers in U.S. Government Securities and direct affiliates of a Primary Dealer, external investment managers may purchase or sell securities from non-Primary Dealers qualified under U.S. Securities and Exchange Commission Rule 15C3-1, the Uniform Net Capital Rule, and provided that the dealer is a member of the Financial Industry Regulatory Authority. External investment managers shall submit, at least quarterly, a list of the non-Primary Dealers used during the period.

C. External investment managers must certify in writing that they will purchase securities in compliance with this investment policy, LACMTA Procedures, and applicable State and Federal laws.

6.4 Financial institutions and external investment managers conducting investment transactions with or for LACMTA shall sign a Certification of Understanding. The Certification of Understanding (see Appendix A) states that the entity:

- A. Has read and is familiar with the Investment Policy and Guidelines as well as applicable Federal and State Law;
- B. Meets the requirements as outlined in this investment policy;
- C. Agrees to make every reasonable effort to protect the assets from loss;
- D. Agrees to notify the LACMTA in writing of any potential conflicts of interest.

Completed certifications shall be filed in the Treasurer's Office. Failure to submit a Certification of Understanding shall result in the withdrawal of all funds held by that financial institution, or investment manager and/or the rescission of any and all authority to act as an agent to purchase or invest funds.

6.5 All broker-dealers who do business with the LACMTA's internal investment managers shall sign a Receipt of Investment Policy. The Receipt of Investment Policy (see Appendix B) states that the broker dealer:

- A. Has received, read, and understands this investment policy;
- B. Has communicated the requirements of this investment policy to all personnel who may select investment opportunities for presentation.

Failure to submit a Receipt of Investment Policy shall preclude the LACMTA from purchasing or selling securities from such broker-dealer. Completed receipts shall be filed in the Treasurer's Office.

#### **7.0 Custody and Safekeeping of Securities and LACMTA Funds**

- 7.1 A Master Repurchase Agreement must be signed with the bank or dealer before any securities and collateral for repurchase agreements shall be purchased and maintained for the benefit of the LACMTA in the Trust Department or safekeeping department of a bank as established by a written third party safekeeping agreement between the LACMTA and the bank. Specific collateralization levels are defined in Section 5.1A.
- 7.2 All investment transactions shall be settled "delivery vs. payment", with the exception of deposits, money market mutual fund investments, and Local Agency Investment Fund or other Local Government Investment Pools. Delivery may be physical, via a nationally recognized securities depository such as the Depository Trust Company, or through the Federal Reserve Book Entry system.
- 7.3 Funds deposited shall be secured by a Depository in compliance with the requirements of Code Section 53652. Such collateralization shall be designated and agreed to in writing.

#### **8.0 Reports and Communications**

- 8.1 The Treasurer is responsible for ensuring compliance with all applicable Local, State, and Federal laws governing the reporting of investments made with public funds. All investment portfolios will be monitored for compliance. Non-compliance issues will be included in the quarterly Board report as stated in Section 8.3 of this investment policy.
- 8.2 The Treasurer shall annually submit a statement of investment policy to the Board for approval. The existing approved investment policy will remain in effect until the Board approves the recommended statement of investment policy.
- 8.3 The Treasurer shall render a quarterly cash, investment, and transaction report to the CEO and Board, and quarterly to the Internal Auditor within ~~30~~45 days following the end of the quarter covered by the report. The report shall include a description of LACMTA's funds, investments, or programs that are under the management of contracted parties, including lending programs. The report shall include as a minimum:
  - A. Portfolio Holdings by Type of Investment and Issuer
  - B. Maturity Schedule and Weighted Average Maturity (at market)
  - C. Weighted Average Yield to Maturity
  - D. Return on Investments versus Performance Benchmarks on a quarterly basis
  - E. Par, Book and Market Value of Portfolio for current and prior quarter-end
  - F. Percentage of the portfolio represented by each investment category
  - G. Total Interest Earned

**Commented [YJ2]:** Section 53646 states that quarterly reports shall be required within 45 days following quarter end (rather than 30 days, as originally stated)

H. Total Interest Received

I. A statement of compliance with this investment policy, or notations of non-compliance.

J. At each calendar quarter-end a subsidiary ledger of investments will be submitted with the exception listed in 8.3K.

K. For investments that have been placed in the Local Agency Investment Fund, in Federal Deposit Insurance Corporation-insured accounts in a bank or savings and loan association, in National Credit Union Administration insured accounts in a credit union, in a county investment pool, or in shares of beneficial interest issued by a diversified management company that invest in the securities and obligations as authorized by this investment policy and the Code, the most recent statement received from these institutions may be used in lieu of the information required in 8.3 J.

L. At each calendar quarter-end the report shall include a statement of the ability to meet expenditure requirements for the next six months.

M. A quarterly gain or loss report on the sale or disposition of securities in the portfolio.

8.4 Internal and external investment managers shall monitor investments and market conditions and report on a regular and timely basis to the Treasurer.

A. Internal and external investment managers shall submit monthly reports to the Treasurer, such reports to include all of the information referenced in Section 8.3, items A-J of this investment policy. Portfolios shall be marked-to-market monthly and the comparison between historical cost (or book value) and market value shall be reported as part of this monthly report.

B. Internal and external investment managers shall monitor the ratings of all investments in their portfolios on a continuous basis and report all credit downgrades of portfolio securities to the Treasurer in writing within 24 hours of the event. If an existing investment's rating drops below the minimum allowed for new investments made pursuant to this investment policy, the investment manager shall also make a written recommendation to the Treasurer as to whether this security should be held or sold.

C. External and internal investment managers shall immediately inform the Treasurer, or the Chief Financial Officer in writing of any major adverse market condition changes and/or major portfolio changes. The Chief Financial Officer or the Treasurer shall immediately inform the Board in writing of any such changes.

D. External investment managers shall notify the LACMTA internal managers daily of all trades promptly, via fax or via email.

E. Internal investment managers will maintain a file of all trades.

## 9.0 Portfolio Guidelines

Portfolio Guidelines are the operating procedures used to implement this investment policy approved by the Board. The Treasurer may impose additional requirements or constraints within the parameters set by this investment policy.

## **10.0 Internal Control**

- 10.1 The Treasurer shall establish a system of internal controls designed to prevent losses of public funds arising from fraud, employee or third party error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees or agents. Such internal controls shall be approved by the Chief Financial Officer and shall include authorizations and procedures for investment transactions, custody/safekeeping transactions, opening and dosing accounts, wire transfers, and clearly delineate reporting responsibilities.
- 10.2 Treasury personnel and LACMTA officials with signature authority shall be bonded to protect against possible embezzlement and malfeasance, or at the option of the governing board self-insured.
- 10.3 Electronic transfer of funds shall be executed upon the authorization of two official signatories.
- 10.4 Transaction authority shall be separated from accounting and record keeping responsibilities.
- 10.5 All investment accounts shall be reconciled monthly with custodian reports and broker confirmations by a party that is independent of the investment management function. Discrepancies shall be brought to the attention of the investment manager, the Treasurer and Deputy Executive Officer, Finance in the Treasury Department, the Controller, and if not resolved promptly, to the Chief Financial Officer.
- 10.6 The Treasurer shall establish an annual process of independent review by an external auditor. This review will provide independent confirmation of compliance with policies and procedures.
- 10.7 The Treasurer is responsible for the preparation of the cash flow model. The cash flow model shall be updated monthly based upon the actual and projected cash flow.

Annually, the Treasurer shall notify the external investment managers of the cash flow requirements for the next twelve months. The Treasurer shall monitor actual to maximum maturities within the parameters of this investment policy.

- 10.8 The Treasurer shall annually submit the Financial Institutions Resolution to the Board for approval. The existing resolution will remain in effect until the Board approves the recommended resolution.

## **11.0 Purchasing Guidelines**

- 11.1 Investment managers shall purchase and sell securities at the price and execution that is most beneficial to the LACMTA. The liquidity requirements shall be analyzed and an interest rate analysis shall be conducted to determine the optimal investment maturities prior to requesting bids or offers. Investments shall be purchased and sold through a competitive bid/offer process. Bids/offers for securities of comparable maturity, credit and liquidity shall be received from at least three financial institutions, if possible.
- 11.2 Such competitive bids/offers shall be documented on the investment managers' trade documentation. Supporting documentation from the Wall Street Journal, Bloomberg or other financial information system shall be filed with the trade documentation as evidence of general market prices when the purchase or sale was effected.

## **12.0 Benchmarks**

Internal and external investment managers' performance shall be evaluated against the following agreed upon benchmarks. If the investment manager does not meet its benchmark over a market cycle (3 to 5 years), the Treasurer shall determine and set forth in writing reasons why it is in the best interests of the LACMTA to replace or retain the investment manager.

Portfolio	Investment Benchmarks
Intermediate Duration Portfolios	ICE Bank of America/Merrill Lynch AAA-A 1-5 year Government & Corporate Index (BV10)
Short Duration Portfolios	Three month Treasury



**Los Angeles County Metropolitan Transportation Authority  
Section 5.1A  
Statement of Investment Policy <sup>a</sup>**

\* The percentage of portfolio authorized is based on market value.

Investment Type	Maximum Maturity	Maximum Allowable Percentage of Portfolio *	Minimum Quality and Other Requirements
Bonds Issued by the LACMTA	5 years <sup>b</sup>	100%	None
U.S. Treasury notes, bonds, bills or certificates of indebtedness or those for which the full faith and credit of the United States are pledged for payment of principal and interest	5 years <sup>b</sup>	100%	None
Registered state warrants or treasury notes or bonds of the other 49 states in addition to California.	5 years <sup>b</sup>	25%	Such obligations must be rated "A1" or better short term; or "AA" or better long term, by a nationally recognized statistical rating organization
Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California	5 years <sup>b</sup>	25%	Such obligations must be rated "A1" or better short term; or "AA" or better long term, by a nationally recognized statistical rating organization
Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises	5 years <sup>b</sup>	100%	None
Bills of exchanges or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances	180 days	40% <sup>c</sup>	The issuer's short-term debt must have the highest letter and numerical rating as provided for by a nationally recognized statistical rating organization
Commercial paper or "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by a nationally recognized statistical rating organization	270 days	40% <sup>d</sup>	See Footnote e
Negotiable certificates of deposits issued by a nationally or state-chartered bank or a state or federal savings and loan association, a state or federal credit union, or by a state licensed branch of a foreign bank, or a federally licensed branch of a foreign bank.	5 years <sup>b</sup>	30% <sup>c</sup>	See Footnote f

Placement Service Assisted Deposits	5 years <b>b</b>	30% <b>c</b>	See Footnote g
Investments in repurchase agreements	90 days	20%	Limited to no more than 90 days. See Footnote h
United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation or Inter-American Development Bank.	5 years <b>b</b>	30% <b>c</b>	Maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments shall be rated "AA" or better by a nationally recognized statistical rating organization and shall not exceed 30% of the portfolio.
Medium-term notes issued by corporations organized and operating within the United States, or by depository institutions licensed by the United States or any state and operating within the United States	5 years <b>b</b>	30% <b>d</b>	Must be rated "A" or better by a nationally recognized statistical rating organization. If rated by more than one rating agency, both ratings must meet the minimum credit standards.
Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission, as authorized by Code Section 53601	Not applicable	20% <b>c</b>	See Footnote i
State of California Local Agency Investment fund (LAIF) Code Section 16429.1 through 16429.4 or other Local Government Investment Pool (LGIP) established by public California entities pursuant to Section 53684	Not applicable	Set by LAIF and LGIP	See Footnote j
Asset-backed Securities	5 years <b>b</b>	15% combined with mortgage-backed securities	See Footnote k
Mortgage-backed Securities	5 years <b>b</b>	15% combined with asset-backed securities	See Footnote l

**Los Angeles County Metropolitan Transportation Authority  
Statement of Investment Policy**

<b>Footnotes for Section 5.1A Statement of Investment Policy</b>	
a	Sources: California Government Code Sections 16429.1, 53601, 53601.8, 53635 and 53638
b	Maximum maturity of five (5) years unless a longer maturity is approved by Board of Directors, either specifically or as part of an investment program, at least three (3) months prior to the <del>purchase</del> settlement. New issue securities with a stated 5 year maturity can be purchased in the primary market with extended settlements of up to 3045 days from the date of <del>purchase</del> settlement.
c	Limited to no more than 10% of the portfolio in any one issuer (i.e. bankers' acceptances, negotiable certificates of deposit, and money market funds)
d	Limited to no more than 10% of the portfolio in the commercial paper and the medium-term notes of any one issuer.
e	Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2): (1) The entity meets the following criteria: Is organized and operating in the United States as a general corporation; Has total assets in excess of five hundred million dollars (\$500,000,000); Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization. (2) The entity meets the following criteria: Is organized within the United States as a special purpose corporation, trust, or limited liability company; Has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond; Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating organization.
f	The legislative body of the local agency, the treasurer or other official of the local agency having custody of the money are prohibited from investing in negotiable certificates of deposit of a state or federal credit union if a member of the legislative body or any other specified city officer or employee also serves on the board of directors or certain committees of that credit union
g	Investments in placement services assisted deposits is authorized under Sections 53601.8, 53635.8, and 53601 (i) of the California Government Code.
h	Repurchase agreements shall be executed through Primary Broker-Dealers. The repurchase agreement must be covered by a master repurchase agreement. Repurchase agreements shall be collateralized at all times. Collateral shall be limited to obligations of the United States and Federal Agencies with an initial margin of at least 102% of the value of the investment, and shall be in compliance if brought back up to 102% no later than the next business day. Collateral shall be delivered to a third party custodian in all cases. Collateral for term repurchase agreements shall be valued daily by the LACMTA's investment manager (for internal funds) or external investment manager. Investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day. The LACMTA shall obtain a first lien and security interest in all collateral
i	

**Commented [YJ3]:** Effective January 1, 2023, California Government Code (Code) Section 53601 will specify that an investment's term or remaining maturity shall be measured from the **settlement** date to final maturity (rather than the commonly interpreted trade date).<sup>1</sup> It will further specify that the forward settlement date of an investment cannot exceed 45 days from the time of investment.

	Companies must have either 1) the highest ranking or the highest letter and numerical rating provided by not less than two of the nationally recognized statistical rating organizations, or (2) retained an investment advisor registered or exempt with the Securities and-Exchange Commission, with no less than five years experience investing in the securities and obligations authorized by California Government Code 53601 a-k inclusive and m-o inclusive and with assets under management in excess of five hundred million dollars (\$500,000,000). The purchase price may not include any commissions charged by these companies
j	Maximum investment per individual pool limited to the amount for LAIF as set by the State Treasurer's Office. Limit does not include funds required by law, ordinance, or statute to be invested in pool. Each pool must be evaluated and approved by the Treasurer, as to credit worthiness, security, and conformity to state and local laws. An evaluation should cover, but is not limited to establishing, a description of who may invest in the program, how often, what size deposit and withdrawal; the pool's eligible investment securities, obtaining a written statement of investment policy and objectives, a description of interest calculations and how it is distributed; how gains and losses are treated; a description of how the securities are safeguarded and how often the securities are priced and the program audited. A schedule for receiving statements and portfolio listings. A fee schedule, when and how fees are assessed
k	Limited to senior class securities with stated maturities of no more than 5 years. Further limited to securities rated in a rating category of "AA" or its equivalent or better as provided for by a nationally recognized statistical rating organization. Further limited to fixed rate, publicly offered, generic credit card, automobile receivables, and equipment receivables only. Deal size must be at least \$250 million, and tranche size must be at least \$25 million
l	Pass-Through securities: Limited to Government Agency or Government Sponsored issuers, fixed rate, stated maturity no more than 5 years. CMOS: Limited to Government Agency or Government Sponsored Issuers and Planned Amortization Classes (PAC) only. Securities eligible for investment under this category shall be rated "AA" or its equivalent or better by a nationally recognized statistical rating organization. The following are prohibited: ARMS, floaters, interest or principal (IOs, POs), Targeted Amortization Classes, companion, subordinated, collateral classes, or zero accrual structures

APPENDIX A

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION  
AUTHORITY

CERTIFICATION OF UNDERSTANDING

The Los Angeles County Metropolitan Transportation Authority (LACMTA) Investment Policy as approved by the Board of Directors requires that all Financial Institutions and Investment Managers' conducting investment transactions with or for LACMTA sign a Certification of Understanding acknowledging that:

1. *You have read and are familiar with the LACMTA's Investment Policy as well as applicable Federal and State laws.*
2. *You meet the requirements as outlined in Investment Policy.*
3. *You agree to make every reasonable effort to protect the assets from loss.*
4. *You agree to notify the LACMTA in writing of any potential conflicts of interest.*
5. *You agree to notify the LACMTA in writing of any changes in personnel with decision-making authority over funds within 24 hours of such event.*

Failure to submit a Certification of Understanding shall result in the withdrawal of all funds held by the financial institution or investment manager and the immediate revocation of any rights to act as an agent of the LACMTA for the purchase of securities or investment of funds on behalf of LACMTA.

The Board of Directors is committed to the goals of the Community Reinvestment Act (CRA). As part of the certification process for depository institutions, it is requested that you remit evidence of your most recent CRA rating.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Print Name and Title \_\_\_\_\_

After reading and signing this Certification of Understanding please return with *any* supporting documentation to:

LACMTA  
Treasury Department  
Attention: Treasurer  
One Gateway Plaza  
Los Angeles, CA 90012-2932

LACMTA use only:  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
LACMTA Treasurer

**APPENDIX B**  
**LOS ANGELES COUNTY METROPOLITAN**  
**TRANSPORTATION AUTHORITY**  
**BROKER-DEALER RECEIPT OF INVESTMENT POLICY**

We are in receipt of the Los Angeles County Metropolitan Transportation Authority's (LACMTA) Investment Policy.

We have read the policy and understand the provisions and guidelines of the policy. All salespersons covering LACMTA's account will be made aware of this policy and will be directed to give consideration to its provisions and constraints in selecting investment opportunities to present to LACMTA.

Signed \_\_\_\_\_  
Name    Name

\_\_\_\_\_    \_\_\_\_\_  
Title    Title

\_\_\_\_\_

Firm Name

\_\_\_\_\_    \_\_\_\_\_  
Date    Date

After reading and signing this Receipt of Investment Policy, please return with supporting documentation to:

LACMTA  
Treasury Department  
Attention: Treasurer  
One Gateway Plaza  
Los Angeles, CA 90012-2932

LACMTA use only:  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
LACMTA Treasurer

APPENDIX C

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION  
AUTHORITY

BROKER/DEALER QUESTIONNAIRE

1. Name of Firm \_\_\_\_\_

2. Address \_\_\_\_\_  
(Local) (National Headquarters)

\_\_\_\_\_  
\_\_\_\_\_

3. Telephone No. ( ) \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_  
(Local) (National Headquarters)

4. Primary Representative Manager/Partner-in-Charge  
Name \_\_\_\_\_ Name \_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Telephone No. \_\_\_\_\_  
No. of Yrs. in Institutional Sales \_\_\_\_\_ No. of Yrs. in Institutional Sales \_\_\_\_\_  
Number of Years with Firm \_\_\_\_\_ Number of Years with Firm \_\_\_\_\_

5. Are you a Primary Dealer in U.S. Government Securities? [ ] YES [ ] NO

If NO, Is the parent company or its subsidiary a Primary Dealer in U.S. Government Securities? Provide proof of certification.

[ ] YES [ ] NO

Please explain your firm's relationship to the Primary Dealer below:

\_\_\_\_\_

Please provide proof certification from the National Association of Securities Dealer.

6. Are you a Broker instead of Dealer, i.e., you DO NOT own positions of Securities?  
[ ] YES [ ] NO

7. What is the net capitalization of your Firm? \_\_\_\_\_

8. What is the date of your Firm's fiscal year-end? \_\_\_\_\_

9. Is your Firm owned by a Holding Company? If so, what is its name and net capitalization?  
\_\_\_\_\_

10. Please provide your Wiring and Delivery Instructions.  
\_\_\_\_\_

11. Which of the following instruments are offered regularly by your local desk?

- T-Bills     Treasury Notes/Bonds     Discount Notes     NCD's
- Agencies (specify) \_\_\_\_\_
- BA's (Domestic)     BA's (Foreign)     Commercial Paper
- Med-Term Notes     Repurchase Agreements

12. Does your Firm specialize in any of the instruments listed above?  
\_\_\_\_\_

13. Please identify your comparable government agency clients in the LACMTA's geographical area.

<u>Entity</u>	<u>Contact Person</u>	<u>Telephone No.</u>	<u>Client Since</u>
_____	_____	_____	_____
_____	_____	_____	_____

14. What reports, confirmations, and other documentation would LACMTA receive? Please include samples of research reports or market information that your firm regularly provides to government agency clients.

15. What precautions are taken by your Firm to protect the interests of the public when dealing with government agencies as investors?  
\_\_\_\_\_  
\_\_\_\_\_

16. Have you or your Firm been censored, sanctioned or disciplined by a Regulatory State or Federal Agency for improper or fraudulent activities, related to the sale of securities within the past five years?  YES  NO

17. If yes, please explain  
\_\_\_\_\_

18. Please provide your most recent audited financial statements within 120 days of your fiscal year-end.

19. Please indicate the current licenses of the LACMTA representatives:

Agent: \_\_\_\_\_ License or registration: \_\_\_\_\_



**APPENDIX D**  
**LOS ANGELES COUNTY METROPOLITAN**  
**TRANSPORTATION AUTHORITY**  
**INVESTMENT POLICY GLOSSARY**

**ASKED:** The price at which securities are offered from a seller.

**BANKERS' ACCEPTANCE (BA):** Time drafts which a bank "accepts" as its financial responsibility as part of a trade finance process. These short-term notes are sold at a discount, and are obligations of the drawer (or issuer - the bank's trade finance client) as well as the bank. Once accepted, the bank is irrevocably obligated to pay the BA upon maturity if the drawer does not.

**BID:** The price offered by a buyer of securities.

**BOOK VALUE:** The original cost of the investment, plus accrued interest and amortization of any premium or discount.

**BROKER:** A broker brings buyers and sellers together for a commission.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable (marketable or transferable).

**COLLATERAL:** Securities, evidence of deposit, or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public moneys.

**COMMERCIAL PAPER (CP):** Unsecured promissory notes issued by companies and government entities at a discount. Commercial paper is negotiable, although it is typically held to maturity. The maximum maturity is 270 days, with most CP issued for terms of less than 30 days.

**CUSTODY or SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DELIVERY VERSUS PAYMENT:** Delivery of securities with a simultaneous exchange of money for the securities.

**FEDERAL AGENCIES AND U.S. GOVERNMENT SPONSORED ENTERPRISES (AGENCIES):** U.S. Government related organizations, the largest of which are government financial intermediaries assisting specific credit markets (housing, agriculture). They include:

- ◆ Federal Home Loan Banks (FHLB)
- ◆ Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")
- ◆ Federal National Mortgage Association (FNMA or "Fannie Mae")
- ◆ Federal Farm Credit Banks (FFCB)
- ◆ Tennessee Valley Authority (TVA)

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase/reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MEDIUM TERM NOTES (MTN):** Interest bearing, continuously offered debt, issued in the 9 month to ten year maturity range. Deposit notes, like Certificates of Deposit, actually represent an interest bearing deposit at a bank or other depository institution.

**OFFER:** The price asked by a seller of securities.

**PAR VALUE:** The face value, or principal amount payable at maturity.

**PRIMARY DEALER:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York, and are subject to its informal oversight.

**QUALIFIED INSTITUTIONAL BUYER (QIB):** Defined in SEC 144A as a class of investors that can be conclusively assumed to be sophisticated and in little need of the protection afforded by the Securities Act's Registration Provisions. They must own and invest on a discretionary basis at least 100 million in securities of issuers that are not affiliated with such a qualified institutional buyer. This includes any institutional investors included in the accredited investor definition, provided they satisfy the \$100 million threshold.

**REPURCHASE AGREEMENT (RP OR REPO):** A purchase of securities under a simultaneous agreement to sell these securities back at a fixed price on some future date. This is in essence a collateralized investment, whereby the security "buyer" in effect lends the "seller" money for the period of the agreement, and the difference between the purchase price and sale price determining the earnings. Dealers use RP extensively to finance their positions.

**SECURITIES & EXCHANGE COMMISSION (SEC):** An agency created by Congress to protect investors in securities transactions by administering securities legislation.

**TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**TREASURY NOTES AND BONDS:** Long-term U.S. Treasury securities having initial maturities of 2 to 30 years.

**YIELD:** The rate of annual income return on an investment, expressed as a percentage.

**YIELD TO MATURITY (YTM):** The rate of return earned on an investment considering all cash flows and timing factors: interest earnings, discounts, and premiums above par.



ATTACHEMENT B  
FINANCIAL INSTITUTIONS RESOLUTION

RESOLVED, that any financial institutions, including all banks and their correspondent banks doing business with the Los Angeles County Metropolitan Transportation Authority (LACMTA), are hereby authorized, requested and directed to honor all checks, drafts, wires, or other orders for payment of money drawn in the LACMTA's name on its account(s) (including those drawn on the individual order of any person or persons whose names appear thereon as a signer or signers thereof) when bearing the original and/or facsimile signature of the Chair; Chief Executive Officer; Chief Financial Officer; Treasurer; Deputy Executive Officer, Finance in Treasury Department; or Assistant Treasurer (collectively, LACMTA Officials). LACMTA Officials are the only representatives empowered to open, close or authorize changes to accounts on behalf of LACMTA. LACMTA Officials may designate individuals as Official Signatories for financial accounts. The duties of Official Signatories shall be limited to check signing, wire or fund transfers, balance reporting and/or monitoring of bank processes.

And, those financial institutions, including correspondent banks, currently doing business with LACMTA shall be entitled to honor and charge LACMTA for all such checks, drafts, wires, or other orders for the payment of money, regardless of by whom or by what means when the actual or facsimile signature or signatures resemble the specimens filed with those financial institutions by the Secretary or other officer of LACMTA.

CERTIFICATION

The undersigned, duly qualified and acting as Secretary of the Los Angeles County Metropolitan Transportation Authority, certifies that the foregoing is a true Resolution adopted at a legally convened meeting of the Board of Directors of the Los Angeles County Metropolitan Transportation Authority held on \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Board Clerk

(SEAL)

**Board Report**

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**File #:** 2023-0054, **File Type:** Contract**Agenda Number:** 12.

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**FINANCE, BUDGET, AND AUDIT COMMITTEE  
MARCH 15, 2023****SUBJECT: INVESTMENT MANAGEMENT SERVICES BENCH****ACTION: AWARD CONTRACTS****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award ten- (10) year bench Contract Nos. PS45150000 through PS45150007, for investment management services, to the firms listed below, for a total not-to-exceed amount of \$12,393,750 for the initial five-year base term, plus \$12,393,750 for the five-year option term, for a combined not-to-exceed amount of \$24,787,500, effective April 1, 2023, subject to resolution of protest(s), if any:

A. Discipline 1: Intermediate duration fixed income managers

- 1.1 LM Capital Group, LLC
- 1.2 RBC Global Asset Management (U.S.), Inc.
- 1.3 Chandler Asset Management, Inc.
- 1.4 US Bancorp Asset Management, Inc.
- 1.5 Payden & Rygel

B. Discipline 2: Short-term duration fixed income managers

- 2.1 CSM Advisors, LLC dba CS McKee
- 2.2 Longfellow Investment Management Co., LLC
- 2.3 US Bancorp Asset Management, Inc.
- 2.4 Loop Capital Asset Management
- 2.5 Payden & Rygel
- 2.6 RBC Global Asset Management (U.S.), Inc.

**ISSUE**

The Los Angeles County Metropolitan Transportation Authority's (Metro) Investment Policy requires that temporarily idle funds of the agency be prudently invested to preserve capital and provide necessary liquidity while maximizing earnings. Metro hires external investment managers to obtain full time professional expertise in the field of fixed income at a reasonable cost. The external

managers invest part of the operating portfolio in longer term maturities that increase diversification, improve risk management, and enhance performance.

## **BACKGROUND**

Operating funds are the pool of excess working capital used to fund expenses such as salaries, capital project expenditures, fuel and supplies, contract, and professional services.

The current investment management services contracts with LM Capital, a minority owned business, RBC Global Asset Management, US Bancorp, and Chandler Asset Management, a California certified small business, are due to expire on March 31, 2023. New contracts for investment management services to be in place prior to that expiration date is preferred.

## **DISCUSSION**

Currently, internal staff manages a separate three to six-month short-term cash portfolio to meet daily liquidity requirements. The external intermediate term portfolio managers currently invest a portion of the operating fund balance to take advantage of higher yields typically available on longer maturities. The new external short term portfolio managers will invest a portion of the operating fund balance in short to medium term maturities and provide additional liquidity when needed.

Four investment styles that are used to add value to bond portfolios: duration management, sector weighting, issuer selection and yield curve management, were selected to complement the portfolio and to reduce risk through diversification.

The investment style of duration management is a strategy which balances the trade-offs of the higher income often generated by longer maturities with the volatility/downside risk in a rising interest rate environment. Duration as it pertains to fixed income securities is the weighted average of the time until fixed cash flows are received. Shortening the duration reduces the time to receive cash flows while increasing the duration lengthens the time to receive these cash flows. In general, the shorter the duration, the lesser the portfolio is exposed to interest rate volatility.

The investment style of sector weighting is a strategy of allocating funds to asset categories (i.e., Agencies, Corporate Notes, Treasuries, Commercial Paper, etc.) poised to provide the best risk/reward profile. As market conditions change, the allocations in various sector categories are adjusted to provide the best risk/reward trade-offs.

Issuer selection is an investment style that focuses on the underlying characteristics of the fixed income security (bond issuer). This style takes into consideration the many factors (i.e., credit rating, balance sheet strength, revenue stream, etc.) and price in deciding whether the fixed income investment has potential and should be included in the portfolio.

The investment style of yield curve management strives to maximize portfolio values by utilizing the shape of the yield curve and minimizing adverse impacts to the portfolio when interest rates change.

Firms utilizing this style employ strong macro-economic research and focus on determining interest rate trends.

The initial portfolio size, account contributions, and withdrawals will be determined by Metro's liquidity needs, market conditions and the investment manager's performance relative to their benchmark. Staff reviews and discusses performance and compliance matters with the external managers during quarterly meetings, or as necessary.

Four of the five firms recommended for Discipline 1: intermediate duration fixed income managers are Metro's current external managers, who were selected through a competitive process in late 2017 and currently manage \$1.3 billion, or 42% of the total operating fund portfolio as of December 31, 2022. For the contract period, the managers outperformed the benchmark overall and earned \$81 million in interest income during the same period. The portfolios are managed in accordance with the guidelines in the Investment Policy approved by the Board on February 24, 2022.

With this procurement, Metro added Discipline 2 with the intention of creating more opportunities for small, minority owned and women-owned businesses. This short term discipline required different minimum qualifications than Discipline 1 including lower thresholds for assets under management and minimum years of experience with CA Gov't code. Six firms are recommended under this new discipline including three minority owned, women owned or employee-owned businesses.

### **DETERMINATION OF SAFETY IMPACT**

Approval of this item will not have an impact on safety standards for Metro operations.

### **FINANCIAL IMPACT**

Total proposed fees of \$24,787,500 over the ten-year bench contract period are based on a fixed rate applied to estimated average assets under management of \$3.9 billion, assuming growth in the portfolio over time.

Funding of \$1.8 million for this service in FY24 is included in the budget under 50316- Service Professional and Tech Services in cost center 5210 Treasury Department. The funds are divided among three projects: 4% to Project 100002, Task 30.02; 43% to Project 300076, Task 30.02; and 53% to Project 610340, Task 30.02. This multi-year will be managed by the Treasury Department Manager, Finance and DEO, Finance; the Treasurer will be accountable for budgeting the cost in future years.

### **EQUITY PLATFORM**

Discipline 2 was added to the operating portfolio with the intention of creating more opportunities for small minority owned, and women owned businesses. This short-term discipline required different minimum qualifications than Discipline 1 including lower thresholds for assets under management and minimum years of experience with CA Gov't code. Six firms are recommended under this new discipline including three minority owned, women owned or employee-owned firms. Five firms are recommended under Discipline 1 including three small, minority owned, and minority/ woman owned

business.

Treasury staff conducted extensive outreach and thorough research through the State of California's Small Business firm listings, Los Angeles County Local Community banks, Treasury's financial advisors' database, and Metro's own certified small business enterprises (SBE) and compiled a list of 122 firms. The list includes 52 SBE firms, 32 Disadvantaged Business Enterprises (DBE), seven Minority Business Enterprises/Women-Owned Business Enterprises (MBE&WBE), and 27 Los Angeles County local community banks. RFP notifications were sent to all 122 firms.

A total of 31 proposals were received, including one non-Metro certified SBE firm and five MBE&WBE firms.

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

Metro's Investment Policy supports Metro's Vision 2028 Goal#5: Provide responsive, accountable, and trustworthy governance within the Metro Organization.

### **ALTERNATIVES CONSIDERED**

The Board could elect not to select any external investment managers and rely solely upon staff to invest the operating funds. This alternative is not recommended because the depth of resources of each investment firm enables them to identify and analyze the opportunities and risks associated with a more diversified investment portfolio. The external firms provide broader issuer coverage across permitted asset categories, professional portfolio diversification, duration, and risk management.

### **NEXT STEPS**

Upon Board approval, staff will execute the bench contracts for investment management services, effective April 1, 2023.

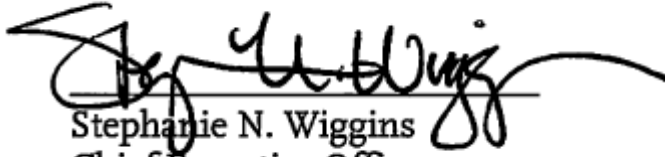
### **ATTACHMENTS**

Attachment A - Procurement Summary  
Attachment B - List of Recommended Contractors  
Attachment C - DEOD Summary

Prepared by: Jin Yan, Manager Finance, (213) 922-2127  
Mary E. Morgan, DEO Finance, (213) 922-4143  
Debra Avila, Chief Vendor/Contract Management Officer (213) 418-3051

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





Stephanie N. Wiggins  
Chief Executive Officer

## PROCUREMENT SUMMARY

### INVESTMENT MANAGEMENT SERVICES BENCH/PS45150000 - PS45150007

1.	<b>Contract Number:</b> PS45150000 through PS45150007	
2.	<b>Recommended Vendors:</b> See Attachment B	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> October 27, 2022	
	<b>B. Advertised/Publicized:</b> October 26, 2022 and October 27, 2022	
	<b>C. Pre-Proposal Conference:</b> November 9, 2022	
	<b>D. Proposals Due:</b> December 7, 2022	
	<b>E. Pre-Qualification Completed:</b> February 7, 2023	
	<b>F. Conflict of Interest Forms Submitted to Ethics:</b> December 16, 2022	
	<b>G. Protest Period End Date:</b> March 20, 2023	
5.	<b>Solicitations Picked up/Downloaded:</b> 69	<b>Bids/Proposals Received:</b> 31
6.	<b>Contract Administrator:</b> Shannon Thoene	<b>Telephone Number:</b> (213) 922-2790
7.	<b>Project Manager:</b> Jin Yan	<b>Telephone Number:</b> (213) 922-2127

#### **A. Procurement Background**

This Board Action is to establish multiple-award investment management services bench contracts for a ten-year term inclusive of a five-year base term and a five-year option term. Investment cycles are generally five (5) years which is needed for the managers to ride the waves of market fluctuations. The contracts shall be effective April 1, 2023, with a cumulative total amount not-to-exceed \$24,787,500. The Bench is intended to provide investment management services to ensure that the temporarily idle funds of the agency are prudently invested to preserve capital and provide liquidity, while maximizing earnings. Board approval of contract award is subject to the resolution of any properly submitted protest.

Work under the bench contracts shall be ordered through the issuance of task orders. Contractors will be assigned an investment portfolio according to the discipline types they are authorized to manage. The two disciplines are: Intermediate Duration Fixed Income Managers and Short-term Duration Fixed Income Managers. Metro, at its sole discretion, will determine, on a fair and reasonable basis, the distribution of funds to invest.

On October 27, 2022, Request for Proposals (RFP) No. PS45150 was issued as a competitive procurement in accordance with Metro's Acquisition Policy and the contract type is indefinite-delivery/indefinite-quantity.

A virtual pre-proposal conference was held on November 9, 2022. Seventy-six (76) questions were received, and Metro provided responses prior to the proposal due date.

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

- Amendment No. 1, issued on November 28, 2022, extended the proposal due date; revised the submittal requirements; updated the Investment Manager Data spreadsheet and schedule of quantities and prices; and clarified the inclusion of the investment manager data spreadsheet into Volume I, Technical Proposal.
- Amendment No. 2, issued on November 30, 2022, revised Article V. Compensation and Payment and updated LOI-01 Notice and Invitation.

A total of 69 firms downloaded the RFP and were included on Metro's planholders' list. A total of 31 proposals were received from 19 firms by the due date of December 7, 2022, and are listed below in alphabetical order:

#### Discipline 1: Intermediate Duration Fixed Income Managers

1. Allspring Global Investments, LLC
2. Chandler Asset Management, Inc.
3. Earnest Partners, LLC
4. Galliard Capital Management, LLC
5. LM Capital Group LLC
6. Longfellow Investment Management Co., LLC
7. Loop Capital Asset Management
8. Income Research + Management
9. MetLife Investment Management, LLC
10. Nuveen, LLC
11. Payden & Rygel
12. Pacific Investment Management Company, LLC
13. RBC Global Asset Management (U.S.), Inc.
14. TCW Asset Management Company, LLC
15. US Bancorp Asset Management, Inc.
16. Wellington Management, LLP
17. Western Asset Management Company, LLC

#### Discipline 2: Short-Term Duration Fixed Income Managers

1. Allspring Global Investments, LLC
2. CSM Advisors, LLC dba CS McKee
3. Earnest Partners, LLC
4. Garcia Hamilton and Associates, L.P.
5. Income Research + Management
6. Longfellow Investment Management Co., LLC
7. Loop Capital Asset Management

8. MetLife Investment Management, LLC
9. Payden & Rygel
10. Pacific Investment Management Company, LLC
11. RBC Global Asset Management (U.S.), Inc.
12. US Bancorp Asset Management, Inc.
13. Wellington Management, LLP
14. Western Asset Management Company, LLC

## **B. Evaluation of Proposals**

A Proposal Evaluation Team (PET) consisting of staff from Treasury and Grants Management and Oversight Departments was convened and conducted a comprehensive technical evaluation of proposals received for both disciplines.

On December 13, 2022, the PET met to review the evaluation criteria package, process confidentiality and conflict of interest forms, and take receipt of the 31 proposals to initiate the evaluation phase. Evaluations were conducted from December 13, 2022, through January 25, 2022.

The proposals were evaluated based on the following evaluation criteria stated in the RFP:

Phase I Evaluation – Minimum Qualification Review: This is a pass/fail criteria. The criteria focused on the proposer’s registration with the Securities and Exchange Commission, track record in managing domestic fixed income assets in compliance with Global Investment Performance Standards (GIPS) and experience in managing fixed income securities for clients subject to California Government Code.

On December 19, 2022, the PET reconvened and determined that of the 31 proposals received, the proposals submitted by Earnest Partners LLC (Earnest Partners) for Disciplines 1 and 2 did not meet the minimum qualification requirements. Hence, Earnest Partners was excluded from further consideration. The remaining 29 proposals were further evaluated in accordance with the following evaluation criteria and weights:

- |  |           |
|--|-----------|
| • Prime Contractor’s Qualifications and Experience | 25 Points |
| • Qualifications and Experience of Key Personnel   | 25 Points |
| • Investment Effectiveness and Execution Plan      | 50 Points |

The evaluation criteria are appropriate and consistent with criteria developed for similar investment management services. Several factors were considered in developing these weights, giving the greatest importance to the investment effectiveness and execution plan.

After evaluation of proposals, the PET determined the following:

### Discipline 1 – Intermediate Duration Fixed Income Managers

Of the proposals evaluated, 10 firms were outside of the competitive range and were not included for further consideration. The seven firms within the competitive range are listed below in alphabetical order:

1. Chandler Asset Management, Inc.
2. LM Capital Group, LLC
3. MetLife Investment Management, LLC
4. Pacific Investment Management Company, LLC
5. Payden & Rygel
6. RBC Global Asset Management (U.S.) Inc.
7. US Bancorp Asset Management, Inc.

### Discipline 2 – Short Duration Fixed Income Managers

Of the proposals received, six firms were outside of the competitive range and were not included for further consideration. The eight firms within the competitive range are listed below in alphabetical order:

1. CSM Advisors, LLC dba CS McKee
2. Longfellow Investment Management Co., LLC
3. Loop Capital Asset Management
4. MetLife Investment Management, LLC
5. Pacific Investment Management Company, LLC
6. Payden & Rygel
7. RBC Global Asset Management (U.S.) Inc.
8. US Bancorp Asset Management, Inc.

## **C. Cost/Price Analysis**

For each discipline, proposers submitted an annual tiered fee structure for investment management services. Fee payments are determined based on a fixed rate applied to the calendar quarter's average portfolio market value. The negotiated fees have been determined to be fair and reasonable based on price analysis, cost analysis, technical evaluation, fact-finding, and negotiations.

MetLife Investment Management, LLC and Pacific Investment Management Company, LLC, withdrew their proposals for both Disciplines 1 and 2 because negotiations failed to reach a mutually acceptable fixed rate.

The recommended proposers for the Investment Management Services Bench are listed below in alphabetical order:

### **Discipline 1 – Intermediate Duration Fixed Income Managers**

1. Chandler Asset Management, Inc.

2. LM Capital Group, LLC
3. Payden & Rygel
4. RBC Global Asset Management (U.S.) Inc.
5. US Bancorp Asset Management, Inc.

## **Discipline 2 – Short Duration Fixed Income Managers**

1. CSM Advisors, LLC dba CS McKee
2. Longfellow Investment Management Co., LLC
3. Loop Capital Asset Management
4. Payden & Rygel
5. RBC Global Asset Management (U.S.), Inc.
6. US Bancorp Asset Management, Inc.

## **D. Background on Recommended Contractors**

### **Chandler Asset Management, Inc.**

Chandler Asset Management, Inc. (Chandler Asset), is an independent and 100% employee-owned corporation. It is headquartered in San Diego, California, and has been in business for over 34 years. Chandler Asset's focus is on the management of fixed-income portfolios for institutional clients, including public agencies, healthcare providers, foundations, endowments, and corporations. Chandler Asset's clients include Transportation Corridor Agencies (Orange County Toll Roads), Orange County Transportation Authority, and San Diego Regional Airport Authority.

As of September 30, 2022, Chandler has 187 public agency clients with \$22.9 billion in Assets Under Management (AUM) and 32 private clients with \$4.2 billion in AUM.

Chandler Asset has been providing investment management services to Metro since 2013 and performance has been satisfactory.

### **CSM Advisors, LLC dba CS McKee**

CSM Advisors, LLC (CS McKee), located in Pittsburgh, Pennsylvania, was established in 1972. It is an employee-owned institutional investment advisor. CS McKee's focus is on the management of investment portfolios for public funds. State retirement systems, cities, counties, and public funds comprise the majority of the firm's client base. CS McKee's clients include East Bay Municipal Utility District, and Oakland County Employees Retirement System.

As of September 30, 2022, CS McKee has managed funds of 100 public agency clients with \$3.69 billion in AUM and 169 private clients with \$4 billion in AUM. CS McKee has been providing investment management services for non-operating funds under the Other Post-Employment Benefits (OPEB) Trust for Metro for the past 14 years and performance has been satisfactory.

## **LM Capital Group, LLC**

LM Capital Group, LLC (LM Capital), headquartered in San Diego, California, was established in 1989. It is an employee-owned minority business. LM Capital's clients include the California State Teachers' Retirement System, Los Angeles Fire and Police Pension Fund, and Illinois Municipal Retirement Fund.

As of September 30, 2022, LM Capital managed 27 public agency clients with \$4.3 billion in AUM and 9 private clients with \$250 million in AUM.

LM Capital has been providing investment management services to Metro for the last 32 years and performance has been satisfactory.

## **Longfellow Investment Management Co., LLC**

Longfellow Investment Management Co., LLC (Longfellow Investment), headquartered in Boston, Massachusetts, was established in 1986. It is an independent, 100% employee-owned investment management firm and a certified Women's Business Enterprise. It offers domestic fixed-income and alternative investment strategies to diverse institutional clients. Longfellow Investment's clients include the Orange County Employees Retirement System, Illinois Municipal Retirement Fund, and Massachusetts Pension Reserves Investment Management Board.

In 2021, Longfellow had 20 public agency clients with \$4.3 billion in AUM and 145 private clients with \$13.9 billion in AUM.

## **Loop Capital Asset Management**

Loop Capital Asset Management (Loop Capital), headquartered in Chicago, Illinois, was established in 1985. It is an employee and minority owned (MBE) registered investment advisor. Loop Capital has been managing institutional fixed income accounts for public funds and government entities for over 30 years. Public sector clients comprise the largest segment of its business by client type and has been the key focus of its business historically. Loop Capital's clients include California Earthquake Authority, California Wildfire Fund, and Teachers' Retirement System of the State of Illinois.

As of November 2022, Loop Capital has 31 public agency clients with \$4.7 billion in AUM and 61 private clients with \$3.7 billion in AUM.

## **Payden & Rygel**

Payden & Rygel (Payden), established in 1983, is headquartered in Los Angeles, California. It is a majority women-owned corporation and its core competency is the active management of short-term/intermediate fixed income assets. It has 24 years of experience working with California public agencies on a variety of mandates, including short and intermediate duration funds. Payden's clients include California Earthquake Authority, Santa Clara Valley Transportation Authority, and CalOptima.

As of September 30, 2022, Payden has 60 public agency clients with \$28.8 billion in AUM and 332 private clients with \$108.6 billion in AUM.

## **RBC Global Asset Management (U.S.) Inc.**

RBC Global Asset Management (U.S.) Inc. (RBC Global), established in 1983, is headquartered in Minneapolis, Minnesota. It manages operating funds, bond proceeds, investment pools, insurance funds, reserve assets, and retirement funds. RBC Global manages portfolios for public clients in numerous different investment styles across both fixed income and equities. It provides investment management services for colleges, universities, school districts, special districts, utilities, cities, counties, and state agencies. RBC Global's clients include California Earthquake Authority, Ohio Water Development Authority, and South Dakota Housing Development Authority.

As of September 30, 2022, RBC Global has 28 public agency clients with \$6.8 billion in AUM and 54 private clients with \$25 billion in AUM.

RBC Global has been providing investment management services to Metro since 2008 and performance has been satisfactory.

## **U.S. Bancorp Asset Management, Inc.**

U.S. Bancorp Asset Management, Inc. (U.S. Bancorp), headquartered in Minneapolis, Minnesota, has been providing investment-grade fixed income solutions since 1982. Its core strength and focus are managing multiple types of investment grade fixed income mandates, including debt proceeds and other investment pools for institutional clients, including state, local, and public agency operating funds. U.S. Bancorp's clients include the University of Kansas Hospital Authority, the Office of the Arizona State Treasurer, and the Metropolitan St. Louis Sewer District.

As of September 30, 2022, U.S. Bancorp has 13 public agency clients with \$1.8 billion in AUM and 76 private clients with \$152.9 billion in AUM.

U.S. Bancorp has been providing investment management services to Metro since 2013 and performance has been satisfactory.



**ATTACHMENT B**

**LIST OF RECOMMENDED CONTRACTORS**

**INVESTMENT MANAGEMENT SERVICES BENCH/PS45150000 - PS45150007**

<b>NO.</b>	<b>CONTRACT NUMBER</b>	<b>FIRM</b>
1	PS45150000	Chandler Asset Management, Inc.
2	PS45150001	CSM Advisors, LLC dba CS McKee
3	PS45150002	LM Capital Group, LLC
4	PS45150003	Longfellow Investment Management Co., LLC
5	PS45150004	Loop Capital Asset Management
6	PS45150005	Payden & Rygel
7	PS45150006	RBC Global Asset Management (U.S.) Inc.
8	PS45150007	U.S. Bancorp Asset Management, Inc.

**DEOD SUMMARY**

**INVESTMENT MANAGEMENT SERVICES BENCH/PS45150000 - PS45150007**

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) did not establish a Small/Disabled Veteran Business Enterprise (SBE/DVBE) participation goal for this procurement due to lack of subcontracting opportunities. It is expected that each Contractor will be performing the services with their own workforce.

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

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

**C. Prevailing Wage Applicability**

Prevailing wage is not applicable to this modification/contract.

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

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



Board Report

File #: 2023-0129, File Type: Federal Legislation / State Legislation (Position)

Agenda Number: 15.

EXECUTIVE MANAGEMENT COMMITTEE  
MARCH 16, 2023

SUBJECT: STATE LEGISLATION

ACTION: ADOPT STAFF RECOMMENDED POSITIONS

RECOMMENDATION

ADOPT staff recommended positions:

- A. **AB 463 (Hart)** Electricity: prioritization of service: public transit vehicles. - **WORK WITH AUTHOR**
  
- B. **AB 761 (Friedman)** Transit Transformation Task Force. - **SUPPORT**

ATTACHMENTS

Attachment A - AB 463 (Hart) Legislative Analysis  
Attachment B - AB 761 (Friedman) Legislative Analysis

Prepared by: Michael Turner, EO, Government Relations, (213) 922-2122  
Alex Amadeo, Government Relations Administrator (interim), (213) 922-2763

Reviewed by: Nicole Englund, Chief of Staff, (213) 922-7950

Stephanie N. Wiggins  
Chief Executive Officer

## ATTACHMENT A

**BILL:** ASSEMBLY BILL 463  
AS INTRODUCED FEBRUARY 6, 2023

**AUTHOR:** ASSEMBLYMEMBER GREGG HART (D – SANTA BARBARA)

**SUBJECT:** ELECTRICITY: PRIORITIZATION OF SERVICE: PUBLIC  
TRANSIT VEHICLES.

**STATUS:** REFERRED TO UTILITIES AND ENERGY COMMITTEE

**ACTION:** WORK WITH AUTHOR

### **RECOMMENDATION**

Staff recommends that the Board of Directors adopt a WORK WITH AUTHOR position on Assembly Bill 463 by Assemblymember Hart, as introduced.

### **ISSUE**

This bill was introduced on February 6, 2023, to amend provisions related to electricity in the Public Utilities Code.

Specifically, the bill would:

- Require the Public Utilities Commission to, when establishing priorities among the types and categories of customers who receive service during electricity shortages, to also consider the economic, social equity, and mobility impacts of a temporary discontinuance in electrical service to the customers that rely on electrical service to operate public transit vehicles.
- Require, when electrical companies submit wildfire mitigation plans to the Wildfire Safety Division for approval, that these companies include protocols related to deenergizing portions of the electrical distribution system that mitigate public safety impacts on public transit vehicle charging infrastructure.

### **DISCUSSION**

Existing law requires the Public Utilities Commission to establish priorities among the categories of customers who receive electrical or gas service so that in times of temporary shortages, service can be reduced in accordance with those established priorities. Currently, considerations for these priorities include a determination of the customers and uses of electricity and gas that provide the most important public benefits and serve the greatest public utility, the determination of imminent danger to public health, the determination of the potential effects of extreme heat on health and safety, as well as

a determination of the economic, social, and other effects of a temporary discontinuation of service for these customers.

AB 463 seeks to add to this list of considerations the determination of economic, social equity, and mobility impacts that a temporary discontinuation of service would have to customers who rely on public transit vehicles.

Transit agencies are under a mandate by the California Air Resources Board that all bus fleets must be zero-emission by 2040. It is crucial that the power supply that the state has mandated that transit agencies may need to use not be impacted by shortages, which could lead to a lifeline service being cut off for disadvantaged communities around the state. This bill would help us achieve reliability in our transit service as we transition to an all zero-emission bus fleet.

AB 463 would only apply to investor-owned utilities (IOU) in California. The PUC has regulatory authority over investor-owned utilities in California, but not over municipal-owned utilities (MOU) such as the Los Angeles Department of Water and Power (DWP), Pasadena Water and Power, and Burbank Water and Power. IOUs currently provide approximately 30-40% of the power utilized by Metro. The balance of that power is provided by DWP. AB 463, while beneficial, would only provide a higher priority for transit in the areas covered by IOUs. In order for Metro to ensure that its service can remain operational during shortages, it is important that the agency ensure this priority is provided by the relevant MOUs in our area as well. That conversation may involve legislation, or it may involve other structures to guarantee that priority. Historically, MOUs have opposed state legislation that governs their operations.

Staff recommends that the Board adopt a WORK WITH AUTHOR position on AB 463 (Hart). This position will allow us to work with Assemblymember Hart on the establishment of the priority for transit with IOUs but also allow us to explore how the State can help us address the issue with MOUs as well.

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

The impact to safety is still being determined.

#### **FINANCIAL IMPACT**

The estimated financial impact of this action is still being evaluated.

#### **EQUITY PLATFORM**

Transit is a lifeline service to many communities in Los Angeles County. During times of electrical shortages, workers who rely on transit service to get to work and residents who need to reach their appointments deserve to feel more secure in the idea that they will be able to continue relying on transit. This will become even more acutely important as we transition more of our fleet to zero-emission technology. For example, the G Line (Orange) runs through Equity Focus Communities in the San Fernando Valley, and its recent transition to all-electric buses makes it even more crucial for us to be able to maintain electrical service to the area.

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

Staff recommendation supports strategic plan goal #3: Enhance communities and lives through mobility and access to opportunity.

### **ALTERNATIVES CONSIDERED**

Staff has considered adopting either a support or oppose position on the bill. A support or oppose position would be inconsistent with Metro's Board approved 2023 State Legislative Program Goal #7: Coordinate with our local and state partners to incorporate the region's needs in emerging climate change and sustainability programs, as we are seeking to include all Board priorities on this issue into the legislation.

### **NEXT STEPS**

Should the Board decide to adopt a WORK WITH AUTHOR position on the legislation; staff will communicate the Board's position to the author and work to ensure inclusion of the Board's priorities in the final version of the bill. Staff will continue to keep the Board informed as this issue is addressed throughout the legislative session.

## ATTACHMENT B

**BILL:** ASSEMBLY BILL 761  
AS INTRODUCED FEBRUARY 13, 2023

**AUTHOR:** ASSEMBLYMEMBER LAURA FRIEDMAN (D – GLENDALE)

**SUBJECT:** TRANSIT TRANSFORMATION TASK FORCE

**STATUS:** PENDING REFERRAL

**ACTION:** SUPPORT

### **RECOMMENDATION**

Staff recommends that the Board of Directors adopt a SUPPORT position on Assembly Bill 761 by Assemblymember Friedman, as introduced.

### **ISSUE**

This bill was introduced on February 13, 2023 to add and repeal provisions related to transportation in the Government Code.

Specifically, the bill would:

- Require the Secretary of Transportation to, by July 1, 2024, establish and convene the Transit Transformation Task Force. The task force would include stakeholders from around the state, including from local transit operators. The bill would require the task force to engage all parties to develop policies to grow transit ridership and improve the transit experience for all users of those services, and to submit to the Legislature by January 1, 2025, a report on the task force's findings. The provisions of the bill would be repealed on January 1, 2028.

### **DISCUSSION**

Existing law establishes that the Secretary of Transportation is required to report to the Governor on legislative, budgetary, and administrative programs related to transportation matters of public interest. This bill would require the Secretary to oversee the formation of the Transit Transformation Task Force for the purpose of creating a report that details policies that would grow transit ridership and improve the transit experience for all users.

The report would be required to, among other things, include details on transit services and rider demographics, existing operations and capital funding sources, the cost to operation transit systems projected for the next ten years, costs and operational impacts related to federal, state and local mandates, including the California Air Resources Board's Innovative Clean Transit regulations, workforce policies impacting service, and state and local policies that impact service efficiency and transit ridership.

The bill includes provisions related to the categories of recommendations that the report must include. Among these are recommendations related to how to improve mobility and increase ridership, such as service and fare coordination between transit agencies or increasing frequency and reliability through sharing of real-time transit information. Other categories of recommendations include changes to land use policies, strategies to ensure a safe and clean rider experience, strategies related to workforce recruitment and retention, replacing farebox recovery ratios and efficiency criteria with other performance metrics, and new options for state revenue sources to fund transit operations and capital projects. This list of recommendations provides a look into the holistic approach the task force would be approaching the issue of transit transformation from, one that ensures that we examine both direct and indirect strategies to grow ridership and improve the rider experience.

Metro staff have been working with our partners in the state legislature, as well as the California Transit Association, to address the “transit fiscal cliff” that agencies around the state are facing in the near future. This bill creates an opportunity to continue our partnership with the legislature to address the transit fiscal cliff and to develop permanent dedicated support so that transit can remain a lifeline service and a key strategy to reducing greenhouse emissions and vehicle miles traveled.

For these reasons, staff recommends that the Board adopt a SUPPORT position on AB 761 (Friedman).

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

The impact to safety is still being determined.

#### **FINANCIAL IMPACT**

The estimated financial impact of this action is still being evaluated.

#### **EQUITY PLATFORM**

This bill supports Metro’s commitment to equity by focusing on both increasing ridership, which expands economic and social opportunity for disadvantaged communities, and by improving the transit experience for all riders. Additionally, air quality impacts from a decrease in vehicle miles traveled have a disproportionate benefit to residents in Equity Focus Communities, who often bear the brunt of air pollution in heavily-traveled corridors.

Staff also believe that the diversity of stakeholders cited in the bill’s provisions will allow for a robust report of strategies to improve transit and recover ridership. These stakeholders include not only representatives from transit operators, but would also include local governments, MPOs, labor organizations, transportation advocates, and academics, among others.

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

Staff recommendation supports strategic plan goal #1: Provide high-quality mobility options that enable people to spend less time traveling; and goal #2: Deliver outstanding trip experiences for all users of the transportation system.



### **ALTERNATIVES CONSIDERED**

Staff has considered adopting either a work with author or oppose position on the bill. A work with author or oppose position would be inconsistent with Metro's Board approved 2023 State Legislative Program Goal #4: Support Legislation, regulatory action, and funding initiatives that support transit riders and enhance the customer experience.

### **NEXT STEPS**

Should the Board decide to adopt a SUPPORT position on the legislation; staff will communicate the Board's position to the author and work to ensure inclusion of the Board's priorities in the final version of the bill. Staff will continue to keep the Board informed as this issue is addressed throughout the legislative session.



## Board Report

File #: 2023-0074, File Type: Contract

Agenda Number: 16.

### EXECUTIVE MANAGEMENT COMMITTEE MARCH 16, 2023

**SUBJECT: METRO SYSTEM ADVERTISING CONTRACT MODIFICATIONS  
(LICENSE TO SELL AND DISPLAY ADVERTISING ON BUS AND RAIL)**

**ACTION: APPROVE CONTRACT MODIFICATIONS**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. EXECUTE Modification No. 5 to Contract No. PS41099B - License to Sell and Display Advertising on Metro Bus System, with OUTFRONT Media Group, LLC, to:
  - 1. Revise Revenue Compensation to LACMTA, to adjust the minimum annual guaranteed (MAG) payments and annual true-up revenue shares for the remainder of the contract as depicted in Attachment A - Revenue Summary;
  - 2. Extend the Contract period of performance for an additional two years from February 28, 2028, to February 28, 2030, to help recover revenue lost during the COVID pandemic;
  - 3. Increase Metro's share of voice (agency ad space) from 10% to 15% as part of the media inventory where the Contractor covers materials and services.
  
- B. EXECUTE Modification No. 3 to Contract No. PS41099R - License to Sell and Display Advertising on Metro Rail System, with Intersection Parent, Inc. to:
  - 1. Revise Revenue Compensation to LACMTA to adjust the minimum annual guaranteed (MAG) payments and annual true-up revenue shares for the remainder of the contracts as depicted in Attachment A - Revenue Summary;
  - 2. Extend the Contract period of performance for an additional two years from February 28, 2028, to February 28, 2030, to help recover revenue lost during the COVID pandemic;
  - 3. Increase Metro's share of voice (agency ad space) from 10% to 15% as part of the media inventory where the Contractor covers materials and services;
  - 4. Expedite the digital screen placement program to deploy 500 screens by 2026 to improve our riders' customer experience and prepare for the 2028 Olympic and Paralympic Games.

#### **ISSUE**

Commercial advertising revenues are an important supplemental revenue source supporting Metro's

transportation operations. Metro's purpose in allowing paid advertising to be displayed in and on Metro property is to maximize supplemental revenues by monetizing Metro-owned assets.

Revenue projections from the initial 2017 proposals for these two contracts are no longer attainable due to long-term COVID impact on out-of-home (OOH) advertising. Both of our advertising contractors (OUTFRONT for bus and Intersection for rail) are facing multimillion dollar losses if we maintain their current contract obligations until 2028 and they could exercise their options to terminate their agreements which is allowed in their contracts. Based on their current obligations, Outfront is slated to lose \$40M; and Intersection is slated to lose \$10M, along with over \$7M on capital expenditure and maintenance cost for digital screens installed on the system

Metro lost \$25.6M in ad revenue during the height of COVID between 2020 - 2021 and risk losing \$27M-\$42M in ad revenue if the contractors terminate their contracts while a new competitive procurement is conducted. Revenue payments would stop once ads have been fulfilled within a few months, and no ad revenue would be generated during the procurement process. Metro would also lose the maintenance of existing digital kiosks and the installation of the remaining 340 digital customer information kiosks.

## **BACKGROUND**

In January 2018, the Board of Directors approved the agency's current revenue advertising contracts with OUTFRONT and Intersection, respectively, with revenue operations beginning in March 2018 and ending in February 2028.

- OUTFRONT was awarded Contract PS41099B to sell and manage commercial advertising on Metro's operational bus fleet with promised revenues of \$262,250,000 for the duration of the contract. Their annual Minimum Annual Guarantees (MAG) for each contract year can be viewed at *Attachment A - Revenue Summary, Table 3 - BUS (Original) column*.
- Intersection was awarded Contract PS41099R to sell and manage commercial advertising on Metro's rail system, including stations and trains, with promised revenues of \$42,902,200 for the duration of the contract. Their annual Minimum Annual Guarantees (MAG) for each contract year can be viewed at *Attachment A - Revenue Summary, Table 3 - RAIL (Original) column*. Additionally, Intersection was committed to digitizing Metro's rail stations to major project completion within 5 years, worth approximately \$20M at no cost to Metro, to migrate to the more lucrative digital advertising and information. (File ID 2017-0718)

During fiscal year 2021, Metro lost 70 percent of its commercial advertising business systemwide - approximately \$25.6M in revenue, equivalent to one year's worth of payments. A table of planned and actual revenue payments since 2018 can be viewed at *Attachment A - Revenue Summary, Table 1*.

With few exceptions, advertisers paused or canceled their ad campaigns. Metro's advertising business is still struggling to return to pre-pandemic sales. Business sectors that usually purchase high volume advertising entertainment, media, local attractions, new products, and services saw their businesses closed due to stay-at-home orders. Another critical factor impacting sales has been the extended loss of transit ridership, thus, loss of transit impressions due to pandemic conditions followed by slower-than-expected post-pandemic rebound. The extended periods of low ridership have caused ad buyers to seek other platforms, mainly digital and static billboards out of home,

rather than return to transit advertising.

Beginning in 2021, the buying behavior in the out-of-home industry has also changed. Buyers who previously bought bus media have shifted their business to digital advertising and have not yet returned, so recovery is very slow. Rail media dependent on ridership impressions (platform and station media) are still depressed due to sluggish ridership; rail media dependent on bystander and street impressions (exteriors, large format, and digital near sidewalks) have fared significantly better.

Overall, no business advertising sector (entertainment, local tourist attractions, products, services) has fully returned to pre-Covid levels for rail and bus advertising sales. For a glimpse of the current sales environment: 6,167 bus wraps were sold in 2019, compared to 3,861 in 2022 (63% pre-Covid), 93 train wraps were sold in 2019, compared to 58 in 2022 (62% pre-Covid), and 16 station activations were sold in 2019, compared to 8 in 2022 (50% pre-Covid).

A breakdown of key advertising media purchased since 2018 is below:

Media Type	2018	2019	2020	2021	2022
Station Activations	13	16	12	5	8
Train wraps	77	93	74	49	58
Bus wraps	5,604	6,167	2,855	3,375	3,861

### Digital Screens Installation and Advertising Program

At the same time, factory and logistics stops delayed the procurement of new digital screens, which Intersection was meant to install to provide customer experience enhancements as well as generate additional revenues from digital advertising on the new screens. In addition, vandalism of the screens has been five times higher than is seen by other transit markets Intersection serves. Since January 2020, 119 of 167 originally deployed displays have been seriously vandalized and needed replacement. Over that period, with capex costs, Intersection has incurred \$505,000 to replace vandalized screens and will spend an additional \$325,000 to replace currently damaged equipment. This high rate of vandalism and related expenditure is not sustainable for Intersection or for Metro, and as a result, the program has begun pivoting from interactive screens to non-interactive screens to add further protection to the equipment.

Digital screens deployed since 2018, including Equity Focus Communities (EFC):

Line/Item	Screens Installed	Year Deployed	Screens Replaced
A Line (EFC)	94	2019	94
E Line	31	2022	3
K Line (EFC)	17	2022	2
75" Digital Panels	2	2020	1
Video Walls	18	2019/20	19
Regional Connector	5	2023	
<b>Total Screens</b>	<b>167</b>		<b>119</b>

### Previous Contract Modifications

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In May 2020, in response to the pandemic impact of losing 70 percent of advertising sales, the Board of Directors approved contract modifications for both contractors, temporarily replacing the MAG payments with monthly payments of 55% of actual sales revenues for 7 months, from May 2020 to December 2020. (File ID 2020-0306). Still, since May 2020, Metro has lost \$25.6M due to extended COVID impact.

In January 2021, in response to the continued pandemic impact, the Board of Directors approved extending the previous contract modifications and extended temporarily replacing the MAG payments with monthly payments of 55% of actual sales revenues for 12 months, from January 2021 to December 2021. (File ID 2020-0811)

The MAG payments are scheduled to increase from \$23.5M to \$28.9M for OUTFRONT and from \$3M to \$5.2M for Intersection in April 2023. Both Intersection and OUTFRONT have options to opt out of their contracts if they become infeasible at any time.

## **DISCUSSION**

Given the soft return of the OOH advertising business to date, Staff have developed a recommendation of *permanent and final* contract terms that will strengthen the viability of the revenue advertising program and preserve a long-term revenue source for Metro. *Attachment A - Revenue Summary, Table 2.*

It's important to note that both contractors have successfully renegotiated their contract terms nationally with other transit agencies including NY MTA, Chicago CTA, SF BART, WMATA, and more; please see *Attachment E - Industry Benchmark of Contract Modifications.*

## **Benefits to Metro**

First, adjusting the current MAG for the remainder of the contract term right-sizes revenue estimates based on the lingering negative impact of COVID-19 including loss of advertisers, vandalism to digital and static advertising equipment, and digital screen procurement delays. Ultimately, the adjusted revenue projections for years 6-10 of the contracts are a combined \$139.7M vs the original \$171M contract estimates from 2017. Revenues from a 2-year extension would earn Metro an additional \$62M. The combined adjusted revenues for years 6-10 (\$139.7M) and 2-year extension would earn Metro a projected \$201.7M with the contracts ending in spring 2030. Overall, with the adjusted payments and additional two-year extension, the contracts' total revenue value is an additional \$4.6M (\$309,852,214 compared to the original estimate of \$304,852,214). Last, if ad sales exceed the annual estimates, the annual True-up will also provide Metro additional revenue share of above and beyond sales.

The MAG adjustment will allow Intersection to expedite the digital screen program for the next three years, deploying up to 100 screens each year for 2023-2025. By 2026, the digital screen program will have added 500 screens (\$18M capex investment by Intersection) to the system with the majority providing new customer amenities in Equity Focus Communities (EFC). Beginning this year, Intersection will replace all broken screens and add plexiglass to existing and new screens installed on the system to mitigate vandalism - ensuring critical transit and travel information is available for all

riders. Each screen will display real-time vehicle arrival for each station, service alerts, and system maps.

Digital advertising still offers Metro the greatest opportunity to maximize additional revenues long-term due to the flexible nature of a digital platform. The 160 screens on the rail system currently account for 17% of all rail advertising revenues. With the 500 screens added to Metro's advertising inventory, we anticipate an increase in rail ad revenue, above and beyond the MAG and the additional revenue share will be activated.

The expedited digital rollout will provide enhanced customer amenities to Metro rail and major BRT stations - a majority serving Equity Focus Communities (EFC):

**2023 Rollout:**

Regional Connector (EFC)  
E Line (Farmdale to LATTC) (EFC)  
L Line (Pico/Aliso to Atlantic) (EFC)

**2024 Rollout:**

Airport Metro Connector (EFC)  
Purple Line Extension 1  
D Line (LAUS to Wilshire/Western) (EFC)  
A Line (LAUS to APU/Citrus College)(EFC)

**2025 Rollout:**

Purple Line Extension 2  
North Hollywood to Pasadena BRT  
Foothill Extension (Glendora to Montclair)  
B Line (Vermont/Beverly to N. Hollywood) (EFC)  
C Line (Redondo Beach to Norwalk) (EFC)

**2026 Rollout:**

G Line (major stations)  
J Line (major stations) (EFC)

**OUTFRONT (BUS) Contract Modification Details**

1. Contract Extension - Extend the contract for 2 additional years to help recover revenue lost during the COVID pandemic, resulting in the contract being extended to Feb 28, 2030.
2. MAG Adjustment - In the current OUTFRONT contract, MAG payments for years 6-10 are set for \$28,950,000 each year; staff recommends adjusting the MAG for year 6 to \$23,500,000; year 7 and 8 to \$24,000,000; year 9 to \$25,000,000; and year 10 to \$26,000,000. With the 2-year extension, set year 11 MAG payment to \$28,000,000 and year 12 MAG payment to \$26,000,000.
3. Annual True-up - Apply the 70/30 annual true-up revenue share for contract extension years 11 and 12, majority share to Metro.
4. Increase agency share of voice to 15% from 10% on bus media inventory. Staff will work with the contractor to audit bus inventory (bus fleet) and revise quantities for the remainder of the

contract.

Intersection (RAIL) Contract Modification Details

1. Contract Extension - Extend the contract for 2 additional years to help recover revenue lost during the COVID pandemic, resulting in the contract being extended to Feb 28, 2030.
2. MAG Adjustment - Staff recommends adjusting the MAG for year 5 to \$3,000,000 and applying a \$150,000 escalator (increase) to each additional year; year 6 to \$3,150,000, year 7 to \$3,300,000, year 8 to \$3,450,000, year 9 to \$3,600,000, and year 10 to \$3,750,000. With the 2-year extension, set year 11 MAG payment to \$3,900,000 and year 12 MAG payment to \$4,050,000.
3. Annual True-up - Adjust the annual true-up revenue share for Years 6-10 to 60/40 and Years 11-12 70/30, majority share to Metro.
4. Increase agency share of voice to 15% from 10% on rail media inventory. Staff will work with the contractor to audit rail inventory (trains and stations) and revise quantities for the remainder of the contract.

**FINANCIAL IMPACT**

Commercial advertising revenues are an important supplemental revenue source supporting Metro's transportation operations. Metro's purpose in allowing paid advertising to be displayed in and on Metro property is to maximize supplemental revenues by monetizing Metro-owned assets. Metro has received revenue payments totaling \$107.7M since 2018 (\$97.4M from OUTFRONT and \$10.3M from Intersection) and is slated to earn \$201.7M in estimated revenues with the recommended contract modifications.

All revenues are deposited into the General Fund, and disbursement is allocated by the Office of Management and Budget. Since these are multi-year contracts, the cost center manager and Executive Officer of Marketing will be accountable for contractors and oversight of revenue payments and variances.

- In the original contract estimates from 2017, the remaining contract years were projected to earn Metro a combined \$171M in revenue for years 6-10; post-pandemic, the adjusted revenue projections for year 6-10 are a combined \$139.7M.
- Revenues from a 2-year extension would earn Metro an additional \$62M. The combined adjusted revenues for years 6-10 (\$139.7M) and 2-year extension would earn Metro a projected \$201.7M with the contracts ending in spring 2030.
- If ad sales exceed the annual estimates, the annual True-up will also provide Metro additional revenue share of above and beyond sales.

Overall, with the adjusted payments and additional two-year extension, the revised contracts' revenue value is an additional \$4.6M (\$309,852,214 compared to the original estimate of \$304,852,214). A table of original and adjusted annual payment table for 2023-2028 and 2-year extension can be viewed at *Attachment A - Revenue Summary, Table 3*.

### Impact to Budget

The adjusted advertising revenue for fiscal year 2023 is \$26,650,000 from \$33,610,000.

The projected advertising revenue for fiscal year 2024 is \$27,300,000.

Staff will provide annual revenue projections as part of Metro's Zero-Based Budgeting process.

### EQUITY PLATFORM

The proposed contract modifications are anticipated to maintain advertising revenue for Metro. While specific service regions, lines, and stations may earn more revenues based on market demand, the collective revenue from commercial advertising is distributed to all bus and rail operations, including service in Equity Focus Communities, allowing Metro to continue to serve customers who rely on our system. Multi-cultural and multi-language advertisements providing alignment and inclusion of Metro's diverse communities are accepted in the advertising program.

The digital screen program will see enhanced customer amenities (bus and rail arrival information, service alerts, digital maps, and agency messaging) added to all Metro rail and major BRT stations; 160 screens have been installed in Metro's rail stations, including 111 screens in Equity Focus Communities along the A Line and K Line. Furthermore, the expedited screen rollout will see new amenities in Equity Focus Communities along these transit corridors: Regional Connector, E Line (Farmdale to LATTC), L Line (Pico/Aliso to Atlantic), D Line (LAUS to Wilshire/Western), A Line (LAUS to APU/Citrus College), B Line (Vermont/Beverly to N. Hollywood), C Line (Redondo Beach to Norwalk), and major stations on the G and J Line.

### IMPLEMENTATION OF STRATEGIC PLAN GOALS

This board action supports Strategic Goal 5: Provide responsive, accountable, and trustworthy governance within the LA Metro organization. Commercial advertising revenues provide long-term supplemental revenue that supports Metro's transportation operations; affords new modern equipment at no capital cost to Metro; and enhances customer experience by displaying transit/travel information, agency messaging, and commercial content within a mix-use space.

### ALTERNATIVES CONSIDERED

Throughout the pandemic, staff and contractors have explored alternative techniques to generate additional revenues for the agency.

Staff has been coordinating with contractors on additional media inventory explorations and new advertising techniques. Intersection has identified additional exteriors on Metro property that may be used for large format advertising - pivoting from reaching exclusively transit/riders impressions to now include bystander/street impressions. Long-term advertising campaigns have also seen success on the Metro system. Campaigns such as *station buy-outs* as HBO at Culver City Station and *inventory buy-outs* as DoorDash for Metro BikeShare see dedicated revenues for an entire year.

The Board may elect not to approve this recommendation; however, this is not recommended. If



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Metro does not have advertising vendors, we will lose the revenue generated by these advertising program. It would take 12-18 months to issue a new Request for Proposals and award new contracts, and due to the current economic climate, Metro risks receiving less favorable proposals than the proposed amended contracts. In addition, the digital advertising program would cease, and further delay enhanced customer experiences within our stations.

### **NEXT STEPS**

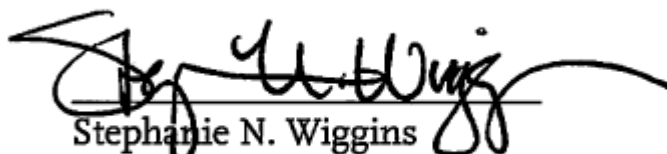
Upon Board approval, staff will execute both contract modifications to PS41099B (Bus) and PS41099R (Rail) and continue to manage the advertising business in accordance with contract and agency policies. Staff will monitor national and local advertising business trends and provide the Board with an annual update on the digital screen deployment, vandalism mitigation, and any new developments impacting the advertising program.

### **ATTACHMENTS**

- Attachment A - Revenue Summary
- Attachment B - Procurement Summary
- Attachment C - Modification Log
- Attachment D - DEOD Summary
- Attachment E - Industry Benchmark of Contract Modifications

Prepared by: Lan-Chi Lam, Director, Communications, (213) 922-2349  
Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051  
Glen Becerra, Executive Officer, Marketing, (213) 418-3265  
Monica Bouldin, Deputy Chief, Customer Experience, (213) 922-4081

Reviewed by: Jennifer Vides, Chief Customer Experience Officer, (213) 922-4060



Stephanie N. Wiggins  
Chief Executive Officer

## Attachment A - Revenue Summary

**TABLE 1:  
PLANNED AND ACTUAL PAYMENTS - CONTRACT YEARS 2018 - 2022**

Contract Year	BUS (Original)	BUS (Actual)	RAIL (Original)	RAIL (Actual)	BUS + RAIL (Actual)
2018 YR1	\$23,500,000	\$23,500,000	\$2,000,000	\$2,000,000	\$25,500,000
2019 YR2	\$23,500,000	\$23,500,000	\$2,046,000	\$2,046,000	\$25,546,000
2020 YR3	\$23,500,000	\$20,449,561	\$2,993,058	\$1,845,372	\$22,294,933
		\$3,050,439		\$1,147,686	
2021 YR4	\$23,500,000	\$6,466,677	\$3,641,198	\$1,472,334	\$7,939,011
		\$17,033,323		\$2,168,864	
2022 YR5	\$23,500,000	\$23,500,000	\$5,190,446	\$3,000,000	\$26,500,000
				\$2,190,446	
<b>PAYMENTS</b>	<b>\$117,500,000</b>	<b>\$97,416,238</b>	<b>\$15,870,702</b>	<b>\$10,363,706</b>	<b>\$107,779,944</b>
<b>(LOSS)</b>		<b>\$20,083,762</b>		<b>\$5,506,996</b>	<b>\$25,590,758</b>

**TABLE 2:  
REVENUE ESTIMATES (ORIGINAL AND ADJUSTED)  
YEARS 6-10 AND 2 EXTENSION YEARS**

Contract Year	BUS (Original)	BUS (Adjusted)	RAIL (Original)	RAIL (Adjusted)	BUS + RAIL (Original)	BUS + RAIL (Adjusted)
2023 YR6	\$28,950,000	\$23,500,000	\$5,240,826	\$3,150,000	\$34,190,826	\$26,650,000
2024 YR7	\$28,950,000	\$24,000,000	\$5,292,365	\$3,300,000	\$34,242,365	\$27,300,000
2025 YR8	\$28,950,000	\$24,000,000	\$5,345,090	\$3,450,000	\$34,295,090	\$27,450,000
2026 YR9	\$28,950,000	\$25,000,000	\$5,399,027	\$3,600,000	\$34,349,027	\$28,600,000
2027 YR10	\$28,950,000	\$26,000,000	\$5,454,204	\$3,750,000	\$34,404,204	\$29,750,000
<b>TOTALS</b>	<b>\$144,750,000</b>	<b>\$122,500,000</b>	<b>\$26,731,512</b>	<b>\$17,250,000</b>	<b>\$171,481,512</b>	<b>\$139,750,000</b>
2028 YR11		\$28,000,000		\$3,900,000		\$31,900,000
2029 YR12		\$26,000,000		\$4,050,000		\$30,050,000
<b>GRAND TOTALS</b>	<b>\$144,750,000</b>	<b>\$176,500,000</b>	<b>\$26,731,512</b>	<b>\$25,200,000</b>	<b>\$171,481,512</b>	<b>\$201,700,000</b>

**TABLE 3:  
REVENUE ESTIMATES (ORIGINAL AND ADJUSTED)  
10 YEARS + 2 EXTENSION YEARS**

<b>Contract Year</b>	<b>BUS (Original)</b>	<b>BUS (Adjusted)</b>	<b>RAIL (Original)</b>	<b>RAIL (Adjusted)</b>	<b>BUS + RAIL (Original)</b>	<b>BUS + RAIL (Adjusted)</b>
2018 YR1	\$23,500,000	\$23,500,000	\$2,000,000	\$2,000,000	\$25,500,000	\$25,500,000
2019 YR2	\$23,500,000	\$23,500,000	\$2,046,000	\$2,046,000	\$25,546,000	\$25,546,000
2020 YR3	\$23,500,000	\$20,449,561	\$2,993,058	\$1,845,372	\$26,493,058	\$22,294,933
2021 YR4	\$23,500,000	\$6,466,677	\$3,641,198	\$1,472,334	\$27,141,198	\$7,939,011
2022 YR5	\$23,500,000	\$23,500,000	\$5,190,446	\$3,000,000	\$28,690,446	\$26,500,000
2023 YR6	\$28,950,000	\$23,500,000	\$5,240,826	\$3,150,000	\$34,190,826	\$26,650,000
2024 YR7	\$28,950,000	\$24,000,000	\$5,292,365	\$3,300,000	\$34,242,365	\$27,300,000
2025 YR8	\$28,950,000	\$24,000,000	\$5,345,090	\$3,450,000	\$34,295,090	\$27,450,000
2026 YR9	\$28,950,000	\$25,000,000	\$5,399,027	\$3,600,000	\$34,349,027	\$28,600,000
2027 YR10	\$28,950,000	\$26,000,000	\$5,454,204	\$3,750,000	\$34,404,204	\$29,750,000
2028 YR11		\$28,000,000		\$3,900,000		\$31,900,000
2029 YR12		\$26,000,000		\$4,050,000		\$30,050,000
<b>TOTAL PAYMENTS</b>	<b>\$262,250,000</b>	<b>\$273,916,238</b>	<b>\$42,602,214</b>	<b>\$35,563,706</b>	<b>\$304,852,214</b>	<b>\$309,479,944</b>

**TABLE 4:  
ANNUAL TRUE-UP REVENUE SHARE**

When revenues exceed the MAG estimates, this additional revenue share is activated resulting in additional end of the year payment to Metro

<b>Contract Year</b>	<b>OUTFRONT (Bus)</b>	<b>Intersection (Rail)</b>
2023 YR6	70/30	60/40
2024 YR7	70/30	60/40
2025 YR8	70/30	60/40
2026 YR9	70/30	60/40
2027 YR10	70/30	60/40
2028 YR11	70/30	70/30
2029 YR12	70/30	70/30

## PROCUREMENT SUMMARY

## METRO SYSTEM ADVERTISING – LICENSE TO SELL AND DISPLAY ADVERTISING ON METRO BUS AND RAIL SYSTEMS/PS41099B AND PS41099R

1.	<b>Contract Numbers:</b> A) PS41099B B) PS41099R		
2.	<b>Contractors:</b> A) Outfront Media Group, LLC B) Intersection Parent, Inc.		
3.	<b>Contract Work Description:</b> Advertising Revenue		
4.	<b>Modification Description:</b> 1) Adjust the minimum annual guaranteed (MAG) payments and annual true-up revenue shares for the remainder of the contract as depicted in Attachment A; 2) Extend the Contract Period of Performance by an additional two years; 3) Increase Metro's share of voice (agency ad space) as part of the media inventory where materials and services are covered by the Contractor. 4) Expedite the digital screen program to deploy 500 screens by 2026 in preparation for 2028 Olympics.		
5.	<b>The following data is current as of:</b> January 31, 2023		
6.	<b>Contract Completion Status</b>		<b>Financial Status</b>
	<b>Contract Awarded:</b>	Jan 25, 2018	<b>Original Agreed Upon Revenue</b> PS41099B: \$262,250,000  PS41099R: \$42,902,200
	<b>Original Completion Date:</b>	Feb 28, 2028	<b>Total of Modification Approved</b> \$0
	<b>Current Contract Est. Completion Date:</b>	Feb 28, 2030	<b>Current Contract Value (with this action):</b> PS41099B: \$273,916,238  PS41099R: \$35,563,706
7.	<b>Contract Administrator:</b> Ernesto N. De Guzman		<b>Telephone Number</b> (213) 922 - 7267
8.	<b>Project Manager:</b> Lan-Chi Lam		<b>Telephone Number</b> (213) 922 - 2349

**Background:**

On January 25, 2018, the Board approved the award of Contract Nos. PS41099B and PS41099R to Outfront Media Group, LLC and Intersection Parent, Inc., respectively, for license to sell and display advertising on Metro's bus and rail assets. The contracts' terms were for ten (10) years, from March 1, 2018 through February 28, 2028, and included minimum annual

guarantee (MAG) payments that would yield to Metro revenues of \$262,250,000 for advertising on bus assets, and \$42,902,200 for advertising on rail assets during the life of the contracts.

There have been four modifications issued for PS41099B and two modifications have been issued for PS41099R.

Refer to Attachment C – Contract Modification/Change Order Log for details of modifications.

Because of significant loss of advertising sales revenues due to COVID-19, the advertising industry, among others, has experienced serious losses of revenue. Both bus and rail revenue advertising contractors have requested to extend relief from the MAG requirements of the Contract, while they recover from the economic effects of the COVID-19 pandemic.

**Reasonableness of Revenue Levels**

Metro’s marketing staff has been continuously monitoring market conditions since the beginning of the COVID-19 pandemic and had recently concluded that the advertising industry continues to see depressed sales and lack of customer impressions which continues to negatively affect Metro’s advertising contractors’ ability to generate the previously agreed upon levels of revenue. Therefore, the levels of revenue submitted by both Contractors are considered fair and reasonable.

ATTACHMENT C

CONTRACT MODIFICATION/CHANGE ORDER LOG

PS41099B – OUTFRONT MEDIA

(LICENSE TO SELL AND DISPLAY ADVERTISING ON METRO BUS SYSTEM)

Mod. No.	Description	Status (approved or pending)	Date	Amount (Revenue)
1	Clarify contract language	Approved	03/28/2018	\$0
2	Provide a schedule of monthly Minimum Annual Guarantee (MAG) payments	Approved	04/25/2018	\$0
3	Temporarily replace MAG monthly payments with payments of 55% of actual gross sales from May 2020 through December 2020	Approved	06/04/2020	-\$3,050,439
4	Extend temporary MAG replacement by one year to a new expiration date of 12/31/2021; allow contractor to submit payments up to the 80th day following the close of each month beginning January 1, 2021; and revise the basis of the Letter of Credit from 50% of the MAG to 50% of annual revenue share payment amount for calendar year 2021	Approved	01/28/2021	-\$17,033,323
5	Adjust the MAG payments and annual true-up revenue shares for the remainder of the contract; Extend the Contract period of performance for two years; Allow increase in Metro's share of voice (agency ad space) as part of the media inventory where materials and services are covered by the Contractor; Expedite the digital screen program to deploy 500 screens by 2026 in preparation for 2028 Olympics	Pending	Pending	\$176,500,000
	<b>Modification Total:</b>			<b>\$11,666,238</b>
	<b>Original Contract</b>	Approved	01/25/18	<b>\$262,250,000</b>
	<b>Total:</b>			<b>\$273,916,238</b>

**PS41099R - INTERSECTION**

**(LICENSE TO SELL AND DISPLAY ADVERTISING ON METRO RAIL SYSTEM)**

<b>Mod. No.</b>	<b>Description</b>	<b>Status (approved or pending)</b>	<b>Date</b>	<b>Amount (Revenue)</b>
1	Temporarily replace Minimum Annual Guarantee (MAG) monthly payments with payments of 55% of actual gross sales from May 2020 through December 2020	Approved	06/23/2020	<del>-\$1,147,686</del>
2	Extend temporary MAG replacement by one year to a new expiration date of 12/31/2021; allow contractor to submit payments up to the 80th day following the close of each month beginning January 1, 2021; revise the basis of the Letter of Credit from 50% of the MAG to 50% of annual revenue share payment amount for calendar year 2021; and, contingent upon approval of Commercial Sponsorship Policy, remove the station domination restriction of maximum 90 days	Approved	01/28/2021	<del>-\$2,168,864</del>
3	Adjust the MAG payments and annual true-up revenue shares for the remainder of the contract; Extend the Contract period of performance for two years; Allow increase in Metro's share of voice (agency ad space) as part of the media inventory where materials and services are covered by the Contractor; Expedite the digital screen program to deploy 500 screens by 2026 in preparation for 2028 Olympics	<b>Pending</b>	<b>Pending</b>	<b>\$25,200,000</b>
	<b>Modification Total:</b>			<b><del>-\$7,038,508</del></b>
	<b>Original Contract</b>	Approved	01/25/18	<b>\$42,902,200</b>
	<b>Total:</b>			<b>\$35,563,706</b>

## DEOD SUMMARY

**METRO SYSTEM ADVERTISING – LICENSE TO SELL AND DISPLAY  
ADVERTISING ON METRO BUS AND RAIL SYSTEMS/PS41099B and PS41099R****A. Small Business Participation**

The Diversity & Economic Opportunity Department did not establish a Disadvantaged Business Enterprise (DBE) or Small Business Enterprise / Disabled Veteran Business Enterprise (SBE/DVBE) goal for this project. The subject procurement is revenue generating and does not involve use of federal, state or local funds. It is expected that Outfront Media Group and Intersection Parent, Inc. will perform the services with its own workforce.

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

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

**C. Prevailing Wage Applicability**

Prevailing wage is not applicable to this contract.

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

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



## ATTACHMENT E - INDUSTRY BENCHMARK

Both contractors have executed modified contracts with other transit agencies from 2020 to 2022 as a response to pandemic impact. The tables below denote agency, year modified, contract extension, and revenue adjustments.

*\* Includes digital screen program*

OUTFRONT CONTRACTS			
Transit Agency	Year Modified	Extension	Revenue Adjustment
NY MTA *	2021	+ 3 years	YES
SF BART *	2020	+ 2 years	YES
WMATA *	2021	+ 18 months	YES
LB Transit (bus)	2020	+ 5 years	YES
OCTA (bus)	2021	+ 1 year	NO
LADOT (bus)	2021	+ 18 months	NO

INTERSECTION CONTRACTS			
Transit Agency	Year Modified	Extension	Revenue Adjustment
SEPTA *	2021	+ 2 years	YES
SFMTA *	2021	+ 5 years	YES
NJTransit *	2022	N/A	YES
SOUND TRANSIT	2021	+ 2 years	YES
Dallas DART (bus)	2021	+ 2 years	YES
AMTRAK	2022	N/A	YES
Chicago CTA *	2022	N/A	YES
Portland TriMet *	2020	New contract	YES



# REVENUE ADVERTISING

Request for Modifications on Metro's Bus and Rail Advertising Contracts

Executive Management Committee, March 16, 2023  
Item # 2023-0074

# ISSUE

Revenue projections from the initial 2017 proposals are no longer attainable due to long-term COVID impact on out-of-home (OOH) advertising and both contractors may option to initiate termination of the contract for convenience. OUTFRONT is facing a \$40M total loss and Intersection is facing a \$10M total loss and \$7.3M in equipment and maintenance costs already invested in the system.

- Metro lost \$25.6M in ad revenue during the height of COVID between 2020 - 2021 and risks losing \$27M-\$42M in ad revenue if the contractors terminate their contracts while a new competitive procurement is conducted.
- Revenue payments would stop once ads have been fulfilled within a few months, and no ad sales or revenue would be generated during the procurement process.
- A new competitive procurement would take 12-18 months and produce less favorable revenue estimates due to uncertain economy and high inflation.
- Metro would also lose the maintenance of existing digital kiosks and the installation of the remaining 340 digital customer information kiosks. The upcoming maintenance cost for screen replacements and plexiglass protective equipment is \$800,000.



# BACKGROUND: CONTRACT & PROGRAM

## 2018: Award of Contracts

OUTFRONT and Intersection were awarded Metro's bus and rail advertising contracts after a competitive procurement; combined contracts would have earned Metro \$305M from 2018-2028.

- OUTFRONT – Bus \$262M (bus fleet), Intersection – Rail \$42.9M (trains/stations)
- Intersection will invest up to \$20M capital expenditure for a digital screen program

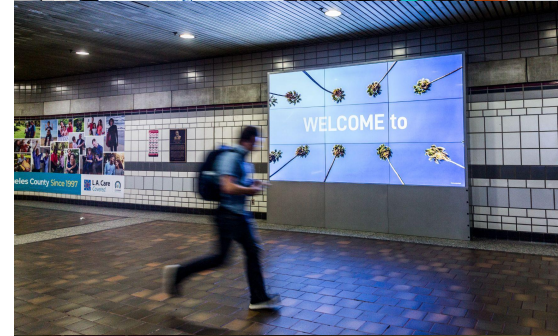
## 2020-21: Pandemic Contract Modifications

Due to COVID negative impact on sales, the minimum annual guarantee (MAG) was temporarily replaced with revenue share of actual sales from 2020 - 2021.

**PAYMENT HISTORY:** \$107.7M Revenue payments since 2018 (\$97.4M/Bus and \$10.3M/Rail)

## Digital Screen Program

- 160 Screens have been added to the system on A Line, K Line, and E Line (partial)  
\$6.5M investment thus far (capital and operating expenditures)
- Screens display transit information (rail/bus arrivals, service alerts, maps), agency messaging, and commercial advertising



Line/Item	Screens Installed	Year Deployed	Screens Replaced
A Line	94	2019	94
E Line	31	2022	3
K Line	17	2022	2
75" Panels	2	2020	1
Video Walls	18	2019/20	19

## Digital Screen Program Delayed

- Program was paused for two years, and contractor could not procure equipment due to factory closures and then shipping backlogs of 6 months.
- Delayed customer experience enhancements in rail and BRT stations.
- Delayed new revenue from digital advertising on the new screens.

## Digital Screens Face High Vandalism

- Vandalism on Metro is 5x greater than Intersection's other markets; 119 of original 167 screens have been vandalized and need replacing (\$505,000 cost).
- Intersection needs to spend additional \$800,000 to replace current broken screens and also apply plexiglass protective layer.

Media Type	2019	2020	2021	2022
Station Activations	16	12	5	8
Train Wraps	93	74	49	58
Bus Wraps	6,167	2,855	3,375	3,861

## Out of Home (OOH) Transit Advertising Still Down

- Advertisers paused or canceled their ad campaigns due to business closures.
- Advertisers sought other platforms such digital and static billboard out of home, and have not or slow to return to transit advertising.
- Key media only selling at 50-60% compared to pre-COVID sales.

# RECOMMENDATIONS TO MITIGATE RISKS



Staff has a recommended plan to renegotiate permanent and final contract terms to ensure the viability of the revenue advertising program and preserve a long-term revenue source. The plan will result in total revenues of \$309,852,214 compared to the original \$304,852,214 estimates and expedite customer experience enhancements for Metro riders.

1) **Adjust the current minimum annual guarantees (MAG) payments for the remainder of the contract terms to right-size revenue estimates based on lingering negative impact of COVID-19 including loss of advertisers, vandalism to digital and static advertising equipment, and digital screen procurement delays.**

- a) This adjustment will expedite the digital screen program for the next three years – deploying up to 100 screens each year in 2023 - 2025; resulting in major project completion by 2026 and 500 screens.
- b) The majority of rail lines and stations receiving these customer amenities are in Equity Focus Communities (EFC).
- c) Digital ads currently account for 17% of rail ad revenues with 160 screens; rail ad revenues are projected to increase and activate the annual true-up (annual bonus) with 500 digital screens.

YEAR	EXPEDITED ROLLOUT SCHEDULE
2023	Regional Connector, E Line (Farmdale to LATTC), L Line (Pico/Aliso to Atlantic)
2024	D Line (Union Station to Wilshire/Western), A Line (Union Station to APU/Citrus College), Airport Metro Connector, Purple Line Extension 1
2025	B Line (Vermont/Beverly to North Hollywood), C Line (Redondo Beach to Norwalk), Purple Line Extension 2, North Hollywood to Pasadena BRT, Foothill Extension (Glendora to Montclair)
2026	G Line (major stations), J Line (major stations)
2027	Purple Line Extension 3

# RECOMMENDATIONS TO MITIGATE RISKS



- 2) Extend both contracts for 2 additional years to recoup revenues lost during COVID pandemic, resulting in both contracts ending spring 2030, rather than spring 2028.
- a) Metro will earn an additional \$62M and cover the MAG adjustment loss (-\$31,731,512)
  - b) \$201.7M still to be earned by adding the adjusted MAG and 2 Extension Years (\$139.7M + \$62M)
  - c) Overall, Metro has increased the total revenue contract value by an additional \$4.6M (\$309,852,214 compared to the original estimate of \$304,852,214)

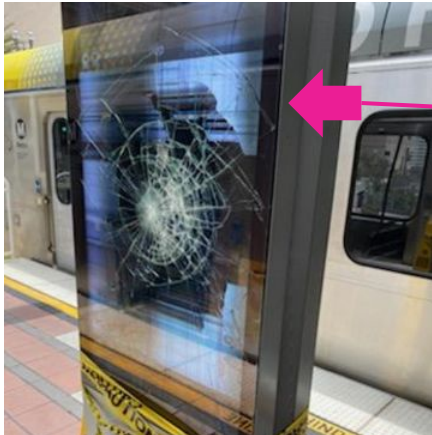
	BUS+RAIL (ORIGINAL)	BUS+RAIL (ACTUAL/ADJUSTED)	(-/+)
YEARS 1-5	\$133,370,702	\$107,779,944	-\$25,590,758
YEARS 6-10	\$171,481,512	\$139,750,000	-\$31,731,512
2-YEAR EXTENSION		\$61,950,000	
CONTRACT TOTALS	<b>\$304,852,214</b>	<b>\$309,479,944</b>	<b>+ \$4,627,730</b>

**COMMERCIAL ADVERTISING IS A REVENUE-POSITIVE PROGRAM THAT REQUIRES NO CAPITAL COST TO METRO!  
PROVIDES SUPPLEMENTAL REVENUE SUPPORTING METRO'S TRANSPORTATION OPERATIONS**

# RECOMMENDATIONS TO MITIGATE RISKS

3) **Vandalism Mitigation Plan:** Staff and Intersection have designed a mitigation plan that involves fortifying all digital equipment with protective plexiglass. This plexiglass material has already been tested and installed on current video walls, providing 12 months of protection before a new incident and no damage to screens.

- Immediately, replace ALL broken screens currently deployed on the system (apprx. 50)
- Add plexiglass protective layer to replaced screens
- Add plexiglass protective layer to remaining functional current screens (apprx. 110)
- All new screens deployed will have the plexiglass layer pre-installed in the factory



**DIRECT SCREEN**



**PLEXIGLASS ADDITION**





# TOTAL CONTRACT VALUES



## REVENUE ESTIMATES (ORIGINAL AND ADJUSTED) - 10 YEARS + 2 EXTENSION YEARS

CONTRACT YEAR	BUS (Original)	BUS (Actual/Adjusted)	RAIL (Original)	RAIL (Actual/Adjusted)	BUS + RAIL (Original)	BUS + RAIL (Actual/Adjusted)
2018 YR1	\$23,500,000	\$23,500,000	\$2,000,000	\$2,000,000	\$25,500,000	\$25,500,000
2019 YR2	\$23,500,000	\$23,500,000	\$2,046,000	\$2,046,000	\$25,546,000	\$25,546,000
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## Board Report

File #: 2023-0089, File Type: Project

Agenda Number: 18.

### EXECUTIVE MANAGEMENT COMMITTEE MARCH 16, 2023

**SUBJECT: MOBILITY WALLET PILOT UPDATES**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATION**

APPROVE:

- A. the finding that Mobility Wallets are exempt from federal income tax because the payments promote the general welfare of low-income eligible participants and do not represent compensation for service; and
- B. an amendment to the existing Mobility Wallet Pilot Memorandum of Understanding (MOU) between the City of Los Angeles and Metro to increase funding from the City by \$3,743,230, increasing the total funding from \$756,770 to \$4.5 million for Metro to lead the implementation and distribution of the Mobility Wallets. (Attachment A).

#### **ISSUE**

Metro is working with the City of Los Angeles to build and test a pilot mobility wallet program that will include 5,000 people including a 2,000-person low-income subscriber base to receive the wallet and a 3,000-person comparison group of pre-enrolled LIFE and Go-Pass participants in South LA. The Mobility Wallet is an all-in-one account payment solution for public transit (bus & rail, Metro Micro) and on-demand mobility options (carshare, ride-hail, taxi, shared scooters, and bikes, including Metro Bikeshare).

Board authorization is necessary in order to ensure that qualified participants in South LA will benefit from a federal income tax exemption.

#### **BACKGROUND**

Since 2021, Metro has been working with City of Los Angeles and community partners, including the Los Angeles Cleantech Incubator (LACI), CicLAvia and Slate-Z, to deliver the Universal Basic Mobility (UBM) Pilot project. As part of this larger project, Metro will build and test a mobility wallet

that will serve up to 2,500 low-income residents in South LA. The Mobility Wallet is an all-in-one mobility account payment solution. The wallet can be used for public transit (bus & rail, Metro Micro) and on-demand mobility options (carshare, ride-hail, taxi, shared scooters, and bikes, including Metro Bikeshare). The pilot includes 5,000-people including a 2,000-person low-income subscriber base to receive the wallet and a 3,000-person comparison group of pre-enrolled LIFE and Go-Pass participants in South Los Angeles in the following ZIP codes: 90016, 90018, 90089, 90007, 90015, 90011, 90037, 90062, 90008, and 90043. The program utilizes the same income eligibility threshold as the LIFE program. The LIFE program thresholds are the following:

Household Size	Annual Income
1	\$41,700 or less
2	\$47,650 or less
3	\$53,600 or less
4	\$59,550 or less
5	\$64,350 or less
6	\$69,100 or less

The initial grant submitted to the California Air Resources Board (CARB) by the City of Los Angeles identified the geographic boundaries for the pilot based on an existing South Los Angeles Transit Empowerment Zone in partnership with Slate-Z (Federal Promise Zone). CARB awarded the City of Los Angeles \$13.8 million in a Sustainable Transportation Equity Project (STEP) grant in 2021. The Mobility Wallet Pilot project received \$2 million in STEP funds supplemented by \$2 million in general funding granted to the City of Los Angeles.

### Pilot Phasing

Metro is exploring various technology development paths, including a prepaid Visa/Mastercard with restrictions on the merchant category codes (MCC) and Pay with TAP options. Participants in the pilot will get \$150 a month for mobility services for 12 months. Staff plans to launch phase one of the pilot in spring 2023 and the second phase by the end of 2023. The solicitation took place online through a sign-up portal and in person. Staff is working with a group of 10+ hyperlocal community-based organizations (CBOs) in South Los Angeles as an extension of the LA Metro CBO Partnership Strategy work started under the Vermont Corridor project to develop, plan and deliver mobility workshops to support pilot participants that receive the wallet in-person. Staff also utilized these networks to let communities know about the opportunity to participate and sign-up. Staff opened an application portal at [taptogo.net/mobility-wallet](https://taptogo.net/mobility-wallet) from 9/26/22 - 11/14/22 and received over 2000 sign-ups. Staff will select up to 1000 participants at random for the first phase and will notify applicants via

email this spring.

## **DISCUSSION**

### **1. Income Tax Exemption - Finding of General Welfare**

Staff requests that the Metro Board make a finding that Mobility Wallets for income eligible participants are for the promotion of general welfare (that is, based on need) and do not represent compensation for services in order to support an exemption for the Mobility Wallet Pilot from Federal income tax. This exemption will enable low-income participants to receive their transportation services through the Wallet without jeopardizing their eligibility for other social services due to minor changes in their income bracket. The exemption would reduce the administrative burden on the program to issue 10-99 forms to participants.

To qualify under the “general welfare exclusion” for the IRS (See Bailey v. Commissioner, 88 T.C. 1293, 300 (1987)); , payments must:

1. Be for the promotion of the general welfare (that is, based on individual or family need),
2. Be made from a governmental fund (under legislatively provided social benefit programs), and
3. Not represent compensation for services.

The Mobility Wallet passes each test for the general welfare exclusion because it is:

1. for the promotion of general welfare only for low-income individuals in South LA,
2. made from a governmental fund that is legislatively approved by 2 legislative bodies- California Air Resource Board (CARB), and the City of LA, and will be approved by a third legislative body with the approval of this board recommendation.
3. not a compensation for service.

### **2. Update Funding and Scope in MOU**

Staff requests authority to amend the Mobility Pilot MOU between Metro and the City of Los Angeles to include additional funding up to \$4.5 million. The existing MOU includes \$756,770; however, it did not contemplate Metro serving as lead to implement and distribute the Mobility Wallet. As a result of the additional scope, the funding MOU requires amendment to increase the funding. These funds are available for the Mobility Wallet allocated from the STEP CARB grant

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and from City of LA (Attachment A). The additional funding will allow for a flexible deployment of the Phase 1 and Phase 2.

### **DETERMINATION OF SAFETY IMPACT**

There is no anticipated impact on safety for this action.

### **FINANCIAL IMPACT**

There is no impact or amendment required to the FY 2023 budget or future budgets for this action. The Mobility Wallet Pilot is funded by \$2.5 million from a CARB STEP grant and \$2 million from General funds allocated to the City of Los Angeles. The project costs are reimbursable to the City of LA for these grant funds.

### **EQUITY PLATFORM**

The proposed Mobility Wallet will provide South Los Angeles residents opportunities for more access and mobility through the use of transportation funds for public transit and private shared mobility and will prioritize (through the predetermined CARB STEP geography in South LA) those from historically underserved communities. The geography proposed and selected in the competitive CARB STEP grant is located in several LA Metro Equity Focused Communities (EFC) and would directly benefit residents by providing improved access and mobility. The South Los Angeles Transit Empowerment Zone (Federal Promise Zone) includes 92% are people of color - primarily Latinx (72%) and Black or African American (20.4%), with a large immigrant population (41.2% foreign-born). The unemployment rate is over 12%, and almost 56% of residents live below 150% of the federal poverty level, compared to 30% countywide. Workforce participation is low, with only 59% of 18 to 64 year-olds, compared to 64% in the county, indicating that there are many deep seated barriers to accessing and identifying work. SLATE-Z has a relatively young population: 66% are of working age (18-64), 25% are youth under 18, and only 8% are 65 years or older. However, low educational attainment remains a major obstacle to quality employment. Nearly half the population older than 25 years (47.2%) has less than a high school education, and only 10.6% have a bachelor's degree or higher (compared to 30.4% countywide). The Mobility Wallet will help South LA residents use and pay for transportation, making it easier for them to get to jobs, schools, shopping, and everywhere else they need to go.

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

The Mobility Wallet Pilot directly supports Vision 2028 Initiative 2.2 "Metro is committed to improving legibility, ease of use, and trip information on the transit System" under the action matrix "Transit Access Pass (TAP) card integration across all services - progress towards completion of TAP integration across network of transportation services with five years." This pilot demonstrates how transit can integrate with non-Metro public transit like Metrolink and Amtrak and private mobility services.

### **ALTERNATIVES CONSIDERED**

The Board has the option to not authorize these requests. This alternative is not recommended as it does not align with the Board's goals to improve equity and mobility, and access and could jeopardize the use of state and federal funding.

**NEXT STEPS**

Staff will work with the City of Los Angeles to deploy Phase 1 of the pilot this Spring.

**ATTACHMENTS**

Attachment A - Memorandum of Understanding (MOU Between the Los Angeles County Metropolitan Transportation Authority and the City of Los Angeles for the California Air Resources Board Sustainable Transportation Equity Project (STEP) Grant

Prepared by:

Avital Shavit, Senior Director, Special Projects, OSI, (213) 922-7518

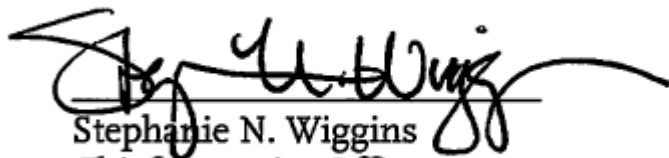
Manish Chaudhari, Executive Officer, Finance, TAP, (213) 922-2097

Mark Vallianatos, Executive Officer OSI, (213) 922-5282

Reviewed by:

Seleta Reynolds, Chief Innovation Officer, (213) 922-4098

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



Stephanie N. Wiggins  
Chief Executive Officer

# CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: 9/6/22

**(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)**

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): Department of Transportation

CONTACT PERSON: Shirin Sadrpour PHONE: (213)-257-4155

CONTRACT NO: \_\_\_\_\_

COUNCIL FILE NO: 20-1041

ADOPTED BY COUNCIL: 5/19/21  
Date

NEW CONTRACT X  
AMENDED AND RESTATED \_\_\_\_\_  
ADDENDUM NO: \_\_\_\_\_  
SUPPLEMENTAL NO: \_\_\_\_\_  
CHANGE ORDER NO: \_\_\_\_\_  
AMMENDMENT \_\_\_\_\_

APPROVED BY BPW: \_\_\_\_\_  
Date

CONTRACTOR NAME: Los Angeles County Metropolitan Transportation Authority (LACMTA)

TERM OF CONTRACT: 9/6/22 THROUGH: 3/31/25

TOTAL AMOUNT: \$756,770.00

## PURPOSE OF CONTRACT:

The purpose of the contract is to implement a mobility wallet that expands on LACTMA's existing Transit Access Pass (TAP) integration efforts. The mobility wallet will include transit and shared mobility credits for an approximately 2,500-person pilot subscriber base for one year as part of a monthly transportation allocation.

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION  
AUTHORITY AND THE CITY OF LOS ANGELES FOR THE CALIFORNIA AIR  
RESOURCES BOARD SUSTAINABLE TRANSPORTATION EQUITY PROJECT  
(STEP) GRANT**

This Memorandum of Understanding (the “MOU” or “Agreement”) is effective on the date of execution, by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the City of Los Angeles (the “City”), acting by and through the Los Angeles Department of Transportation (LADOT) (collectively referred to as the “CITY”), each individually a “Party” and collectively the “Parties”.

**RECITALS**

**WHEREAS**, this MOU establishes LACMTA’s commitment to in-kind resource contributions as described in Exhibit B; and LADOT’s undertaking of various responsibilities and requirements to obtain STEP Grant funding.

**WHEREAS** on November 19, 2020, LACMTA’s Board of Directors approved a 2020 Customer Experience plan that includes LACMTA’s commitment to serve as a mobility integrator through the regional TAP program.

**WHEREAS**, on June 4, 2020, California Air Resources Board (CARB) issued a notice of funding availability for a Sustainable Transportation Equity Project (STEP) grant program to address community residents’ transportation needs, increase access to key destinations, and reduce greenhouse gas emissions by funding clean transportation.

**WHEREAS**, on May 27, 2021, City Council approved the CARB STEP grant award for \$7,077,770.53 and authorized the CITY to enter into an MOU with LACMTA for development of the Mobility Wallet, for the STEP Grant Agreement.

**WHEREAS**, on June 2, 2021, CARB STEP grant was executed to fund the South Los Angeles STEP Pilot Program. LADOT desires to use a portion of the funds for the Universal Basic Mobility Pilot Program to fund LACMTA’s development of Mobility Wallet software (the “Mobility Wallet”).

**WHEREAS**, LACTMA will implement the Mobility Wallet. The Mobility Wallet expands on current Transit Access Pass (TAP) integration efforts. It consists of both analog and digital components to provide a seamless transportation pass for low-income, student, senior, and disabled riders through the STEP Community. The mobility pass will include transit and shared mobility credits for an approximately 2,500-person pilot subscriber base for one year as part of a monthly transportation allocation that will also include access to the electric mobility services, which shall include Blue LA electric vehicle car sharing, electric bicycles, scooters, and other micro mobility services.



**WHEREAS**, the CITY agreed to reimburse LACMTA for the Mobility Wallet, \$756,770.00 funded by CARB's Grant Agreement.

**WHEREAS**, the duration of the project, anticipated to be until March 31, 2025, after the execution of the MOU, subject to approval by the LACMTA Board of Directors and the General Manager of LADOT.

**NOW, THEREFORE**, it is mutually understood and agreed by LACMTA and CITY as follows:

## **AGREEMENT**

### ARTICLE 1. PARTIES

The Parties to this MOU are:

A. City of Los Angeles, acting by and through the Los Angeles Department of Transportation (collectively referred to as "CITY"), having its principal office at 100 South Main Street, Los Angeles, California 90012

B. Los Angeles County Metropolitan Transportation Authority (LACMTA), having its principal office at One Gateway Plaza, Los Angeles, CA 90012-2952.

### ARTICLE 2. TERM

A. The term ("**Term**") of this MOU shall commence on the date of execution and shall expire on March 31, 2025, unless earlier terminated by either Party pursuant to Article 3 of this MOU.

B. LACMTA may have provided prior services to the City of Los Angeles under the terms of this Agreement. To the extent that the LACMTA provided services to the CITY prior to the execution of this Agreement, and the LACMTA services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

### ARTICLE 3. TERMINATION

In the event that any Party is in default of their obligations pursuant to this MOU, the performing Party may send notice to the Party in default describing the default and the

actions required to cure.

If the defaulting Party fails to cure the default within thirty (30) days after notice, or fails within thirty (30) days after notice to commence action necessary to cure the default, if longer than thirty (30) days is reasonably required to cure the default, then the performing Party may terminate this MOU by providing written notice to all Parties.

#### ARTICLE 4. RESPONSIBILITIES OF CITY

CITY agrees to the following responsibilities for the Mobility Wallet:

- A. CITY shall reimburse LACMTA for development of the Mobility Wallet by way of the funded CARB's Grant Agreement for an amount not to exceed \$756,770.
- B. CITY shall lead the Program enrollment efforts in partnership with Community Based Organizations. Community engagement and outreach for Mobility Wallet will be conducted in partnership with the South Los Angeles Transit Empowerment Zone (SlateZ), CicLAvia and LACMTA. Efforts shall include, but not be limited to, disseminating information to residents and stakeholders within the project area via email, social media, and announcements through neighborhood council meetings, business improvement districts, and City Council offices.
- C. CITY shall support LACMTA in engaging private mobility operators to integrate with the Mobility Wallet as set forth in Scope of Work (Exhibit A).
- D. CITY shall attend monthly coordination meetings with LACMTA for the Mobility Wallet as needed.

#### ARTICLE 5. RESPONSIBILITIES OF LACMTA

Upon execution of this MOU, LACMTA shall implement and test the Mobility Wallet for low-income residents in South Los Angeles, attached hereto as Exhibit A "Scope of Work". LACMTA agrees to the following responsibilities for the Mobility Wallet:

- A. Develop scope of work for Mobility Wallet software, issue solicitation and selection of contractors for software development.
- B. Integrate Mobility Wallet software with mobility partners' backend platforms.
- C. Execute Mobility Wallet software development.
- D. Beta test Mobility Wallet and open pilot enrollment period.

- E. Launch Mobility Wallet pilot as set forth in the Scope of Work (Exhibit A).
- F. Attend periodic coordination meetings with the CITY for the Mobility Wallet.
- G. Provide Subscriber's progress and aggregate usage data in compliance with State and Federal laws for submittal to CARB.
- H. Shall bear its own internal staff costs incurred in connection with the Mobility Wallet.
- I. Other than the Mobility Wallet, LACMTA is not responsible for any other tasks or deliverables associated with the Basic Mobility Pilot Program.

#### ARTICLE 6. FUNDING AND DISBURSEMENT OF FUNDS

- A. The Parties shall agree and adhere to the disbursement schedule, attached hereto as Disbursement Schedule (Exhibit B).
- B. LACMTA will provide invoices with supporting documentation upon completion of tasks specified in the Scope of Work (Exhibit A) and in accordance with the disbursement schedule set forth in Exhibit B. LADOT's project manager may request for additional supporting documentation for the reimbursement.
- C. LACMTA shall submit proof of staff time to comply with in-kind match of \$150,700.
- D. The minimum in-kind funding per project term shall not be less than \$150,700 of services from LACMTA.
- E. Disbursement of funds shall be made upon approval of LADOT's Accounting Division.
- F. In the event that LACMTA abandons the Mobility Wallet, or is otherwise unable to fulfill its commitment to the work set forth in the Scope of Work (Exhibit A), CITY reserves the right to withhold all undisbursed MOU funds.
- G. In the event that CARB, pursuant to the terms of the CARB STEP Grant Agreement, demands the return of previously disbursed funds for unfinished LACMTA work, LACMTA shall return such funds within thirty (30) days of its receipt of written notice of CARB's demand. For any deliverables that are completed and accepted by CITY, LACMTA shall have no obligation to return such funds.

H. LACMTA will not be liable for any failure or delay in performing its obligations under this MOU to the extent that such failure or delay in performing its obligations under this MOU is caused by the CITY.

## ARTICLE 7. INVOICING REQUIREMENTS

- A. The CITY will compensate LACMTA for work which LACMTA has performed in accordance with the terms and conditions set forth under this MOU.
- B. CITY agrees to pay full compensation for services completed per the services listed in the Scope of Work (Exhibit A).
- C. Payments to LACMTA may be withheld by CITY, if LACMTA fails to comply with the provisions of this MOU or its attachments.
- D. Invoices should be submitted within thirty (30) days upon the receipt of all requested services for each service project. LACMTA will email invoices in PDF format to the LADOT Project Manager.
- E. For the length of the MOU, unless otherwise directed, LADOT Project Manager will be:

Shirin Sadrpour, Environmental Affairs Officer  
Bureau of Transportation Technology  
100 South Main Street, 9th Floor  
Los Angeles, California 90012  
[Shirin.Sadrpour@lacity.org](mailto:Shirin.Sadrpour@lacity.org)

F. All invoices for services must include the following information for payments to be processed. CITY may request in writing changes to the content and format of the invoice and supporting documentation at any time. CITY reserves the right to request additional supporting documentation to substantiate costs at any time.

- The company's or public entity's official logo, or an official letterhead
- Name and address of company, firm, or public entity
- Date of Invoice (Invoices that are revised shall provide the date of invoice revision)
- Invoice Number
- Agreement or MOU Number
- Date(s) that services were performed
- Disbursement as set forth in the Disbursement Schedule (Exhibit B)

- Description of services of each service listed by line item
- Total amount payable

**ARTICLE 8. NOTICES**

All Parties' notices hereunder and communications regarding this MOU, or changes thereto, shall be affected by delivery of said notices in person or depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

<b>To The City:</b>	<b>To LACMTA:</b>
Los Angeles Department of Transportation (LADOT)	Los Angeles County Metropolitan Transportation Authority (LACMTA)
100 S. Main St., 10th Floor Los Angeles, CA 90012 Mail Stop: 725	One Gateway Plaza Los Angeles, Ca 90012
Attention: Shirin Sadrpour  CC. Marcel Porras	Attention: Rochelle Chavez  CC. Manish Chaudhari
Phone: 213-972-8434	Phone: 562-277-2027
Email: <a href="mailto:shirin.sadrpour@lacity.org">shirin.sadrpour@lacity.org</a>	Email: <a href="mailto:chavezr6@metro.net">chavezr6@metro.net</a>

**ARTICLE 9. INSURANCE**

A. CITY and LACMTA each maintain a program of Self-Insurance that encompasses General Liability, Network/Cyber Liability, Auto Liability and Workers' Compensation insurance. Each shall maintain acceptable levels of Self Insurance, to cover its activities.

B. LACMTA shall require each of its contractors under its construction and

personal services contracts to carry and maintain General Liability, Auto Liability, Workers' Compensation coverage, Professional Liability, and if applicable, construction bonding requirements.

- C. Evidence of required insurance must be maintained current by the contracted Parties throughout the duration of their construction and personal service contracts.
- D. The Parties agree to cooperate with each other regarding submission and resolution of insurance claims in the event a loss or claim is experienced from the work undertaken under the MOU.

#### ARTICLE 10. INDEMNIFICATION

- A. **Indemnification by LACMTA - Generally.** Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, LACMTA shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including LACMTA's employees and agents, or damage or destruction of any property of either Party hereto or of third-parties, arising in any manner by reason of an act, error, or omission by LACMTA, its Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest for the specific tasks in the MOU that LACMTA is responsible for as indicated in ARTICLE 5. RESPONSIBILITIES OF LACMTA, Items A through I. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU, including its attachments. **This provision will survive expiration or termination of this MOU.**
- B. **Indemnification by City – Generally.** Except for the active negligence or willful misconduct of LACMTA, or any of its boards, officers, agents, employees, assigns and successors in interest, CITY shall defend, indemnify and hold harmless LACMTA and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by LACMTA, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CITY's

employees and agents, or damage or destruction of any property of either Party hereto or of third-parties, arising in any manner by reason of an act, error, or omission by CITY, its Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest for the specific tasks in the MOU that the CITY is responsible for as indicated in ARTICLE 4. RESPONSIBILITIES OF CITY, Items A through D. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU, including its attachments. **This provision will survive expiration or termination of this MOU.**

- C. **Intellectual Property Indemnification.** LACMTA shall require its contractors and subcontractors who are building the Mobility Wallet, to provide intellectual property indemnification to the CITY in the same manner and to the same extent as its contractors and subcontractors are providing it to LACMTA.

## ARTICLE 11. DATA PROTECTION AND CONFIDENTIALITY

### **A. Data Protection.**

(1) LACMTA shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this MOU, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). LACMTA shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of LACMTA's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. LACMTA shall begin remediation immediately. LACMTA shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by LACMTA until the Data Breach or Security Incident has been effectively resolved to CITY's satisfaction. LACMTA shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY's sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. LACMTA shall cooperate fully with CITY its agents and law enforcement.

(2) If CITY is subject to liability for any Data Breach or Security Incident, then LACMTA shall fully indemnify and hold harmless CITY and defend against any resulting actions, pursuant to ARTICLE 10 [INDEMNIFICATION].

- B. **Confidentiality.** All documents, information and materials provided to each Party from the other Party, or developed or collected by LACMTA or CITY pursuant to this MOU (collectively “Confidential Information”) are confidential. Neither Party shall provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the other Party or as required by law. Each Party shall immediately notify the other Party of any attempt by a third-party to obtain access to any Confidential Information. **This provision will survive expiration or termination of this MOU.**

#### ARTICLE 12. INTELLECTUAL PROPERTY

- A. For the Mobility Wallet, CITY will have a limited, non-exclusive, perpetual, royalty free, non-transferable license to receive and use (internally and externally), display, perform, copy, publish, and create derivative works all agreed-upon aggregate and anonymized data from webpage(s), software, databases, work product or other intellectual property developed by LACMTA or its subcontractors for the purposes of administering or implementing STEP as set forth in the STEP Grant Agreement (Exhibit C). This license to use aggregate and anonymous data received during the pilot program shall continue for the lifetime of the Mobility Wallet and is not limited to the term of this MOU. LACMTA is not obligated to provide new aggregate and anonymized data after the end of the term of this MOU.
- B. CITY acknowledges that LACMTA shall retain ownership of its existing intellectual property rights in any webpages, software, databases, and program data, and in any other intellectual property that may be created or developed, including any and all derivative works of existing and newly created or developed materials for the Mobility Wallet.

#### ARTICLE 13. MUNICIPAL LOBBYING ORDINANCE

LACMTA is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if LACMTA qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

#### ARTICLE 14. CHARTER §470(c)(12)

Charter §470(c)(12) and related ordinances state that proposers may not make



campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a proposal until either the contract is approved or, for successful proposers, twelve (12) months after the contract is signed. Principals and subcontractors performing one-hundred thousand dollars (\$100,000) or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

LACMTA is required to complete CEC Form 55 certifying compliance with Charter Section 470(c)(12). Contractors or public entities who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

#### ARTICLE 15. CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The City of Los Angeles has adopted an ordinance (Ordinance No. 172401) requiring all contractors and subcontractors performing work for the CITY comply with all State and Federal reporting requirements and wage and earning assignments relative to legally mandated child support. LACMTA must complete and return the Certification of Compliance with Child Support Obligations form and agree to comply with all terms and conditions within.

#### ARTICLE 16. CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITY ACT

The CITY is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. LACMTA must comply with the Americans with Disabilities Act and complete and return the Certification of Compliance with the Americans with Disabilities Act form.

#### ARTICLE 17. GENERAL PROVISIONS

- A. Entire Agreement, Counterparts, and Electronic Signatures.** This MOU, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the MOU between LACMTA and CITY concerning the Mobility Wallet and supersedes all prior representations, understandings, and communications between the Parties. No verbal agreements(s) or conversation(s) with any officer or employee of either Party will affect or modify the terms and conditions of this MOU. This MOU may be executed in one or

more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by CITY) and sent by e-mail shall be deemed original signatures.

- B. **No Assignment.** LACMTA shall not assign, subcontract, delegate, or otherwise transfer this MOU, or its rights and obligations herein, without obtaining the prior written consent of CITY, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Using an affiliate to perform part of the contracted services does not constitute an assignment.
- C. **Governing Law and Choice of Venue.** This MOU and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each Party hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California for any lawsuit filed there against it by the other Party arising from or related to this MOU.
- D. **No Third-Party Beneficiaries.** Nothing herein is intended to create a third-party beneficiary in any subcontractor. CITY has no obligation to any subcontractor. No privity of contract is created with any subcontractor by this MOU. Even if LACMTA uses subcontractors, LACMTA remains responsible for complete and satisfactory performance of the terms of this MOU.
- E. **Construction.** This MOU shall not be construed against the Party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all Parties had jointly prepared this MOU and it shall be deemed their joint work product; each and every provision of this MOU shall be construed as though all of the Parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one Party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting Party shall not be applicable.
- F. **Titles and Captions.** The Parties have the section titles in this MOU only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this MOU or the intent of the Parties in including any particular provision in this MOU.
- G. **Severability.** If any provision of this MOU is, for any reason, held to be invalid or unenforceable, the other provisions of this MOU will remain enforceable and the

invalid or unenforceable provision(s) will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

G. **No Waiver.** Any waiver or failure to enforce any provision of this MOU or its attachments on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

H. **Excusable Delays.** Neither Party shall be liable for its delay or failure to perform any obligation under and in accordance with this MOU, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the Party or any of the Party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the Party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").


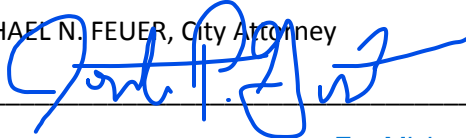


Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of LACMTA shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both LACMTA and its Subcontractor, and without any fault or negligence of either of them. In such case, LACMTA shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit LACMTA to perform timely. As used in this MOU, the term "Subcontractor" means a subcontractor at any tier.

I. **Order of Precedence.** This MOU, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire MOU between CITY and the LACMTA. In the event of any inconsistencies between the bodies of this MOU, exhibits, attachments, and Schedule, the order of precedence will be as follows:

1. The CARB Grant Agreement - EXHIBIT C
2. This MOU between the LADOT and LACMTA
3. Scope of Work - EXHIBIT A
4. Disbursement Schedule - EXHIBIT B

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Permit to be executed by their duly authorized representatives.

<p><b>CITY OF LOS ANGELES</b></p> <p><b>DEPARTMENT OF TRANSPORTATION</b></p> <p>By:  _____</p> <p>Connie Llanos Interim General Manager LADOT</p> <p>Date: <u>9/6/2022</u></p> <p><b>APPROVED AS TO FORM:</b></p> <p>MICHAEL N. FEUER, City Attorney</p> <p>By:  _____</p> <p>Michael Nagle <span style="color: blue;">For Michael Nagle</span> Deputy City Attorney</p> <p>Date: <u>8/31/2022</u></p> <p>Dated this ____ day of _____, 2022</p>	<p><b>LOS ANGELES COUNTY</b></p> <p><b>METROPOLITAN TRANSPORTATION AUTHORITY</b></p> <p>By*:  _____ <small>Digitally signed by Shawn Atlow Date: 2022.08.25 16:29:53 -07'00'</small></p> <p>For Stephanie N. Wiggins Chief Executive Officer Los Angeles County Metropolitan Transportation Authority</p> <p>Date: <u>08/25/2022</u></p> <p><b>APPROVED AS TO FORM:</b></p> <p>By**  _____</p> <p>Greg Levine Senior Deputy County Counsel</p> <p>Date: <u>8/11/2022</u></p> <p><b>NOTE: If Contractor is a corporation, two signatures are required.</b></p> <div style="border: 1px solid black; padding: 5px;"><p>* The signature of President, Chairman of the Board, or Vice President is required here; and ** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.</p></div>
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# EXHIBIT A

## SCOPE OF WORK

## SCOPE OF WORK

### Project Objective

To implement and test a mobility wallet for low-income residents in South Los Angeles through a partnership between the City of Los Angeles Department of Transportation (LADOT) and The Los Angeles County Metropolitan Transportation Authority (Metro).

### Scope of Work

The Project Scope of Work will expand the current Transit Access Pass (TAP) program, using analog and digital software components, to provide a new seamless transportation pass for low income, student, senior, and disabled riders through the Sustainable Transportation Equity program (STEP) Community. The new TAP mobility services will include Metro on-demand services, Metro Bike Share, and potentially other private car share, ride-hail, and scooter share options. The new TAP will further include transit and shared mobility credits for an approximately 2,500-person pilot subscriber base for one year as part of a monthly transportation allocation that will also include access to the Electric Mobility services.

Metro will support this project component with in-kind staff contribution that will include support for LADOT, the South Los Angeles Transportation Empowerment Zone (SLATE-Z) and the Los Angeles Cleantech Incubator (LACI) by serving on the governance structure Steering Committee. Metro will also help facilitate development of the mobility ambassador/promotor program through staff collaboration and facilitation.

### Timeline

<b>Milestones</b>	<b>Start</b>	<b>Completion</b>
a. Develop initial scope of work for mobility wallet software development, issue solicitation and selection of vendors.	6/16/21	8/31/21
b. Execute mobility wallet software development.	12/14/21	2/28/22
c. Beta test Mobility Wallet and open pilot enrollment period.	3/1/22	8/30/22

d. Launch mobility wallet pilot. Aim for 500 subscribers pre-enrolled.	9/1/22 – 12/1/22	12/1/22
e. Fully operate mobility wallet. Aim for 2,500 subscribers fully enrolled.	12/1/22 – 11/30/23	11/30/23

### Documented Deliverables

Submit all required reports and deliverables as detailed in the Grant Agreement Attachment III Table. Examples of deliverables may include: documentation of beta test and enrollment period, vendor selection, and software development, subscriber progress and usage data information.

#### Milestone A:

1. Mobility Wallet Software Scope of Work
  - a. Produce CARB user story and the technical wallet solution (Pay with TAP) — presented on April 20, 2021. Solution was signed off by OEI/LADOT on April 29, 2021
2. Solicitation of vendors
  - a. Support technical partner coordination and integration
  - b. Distribute sample technical specifications to partners
  - c. Participate in ongoing collaborative work with Uber, Lime, Bird, Spin and other micro-mobility provider, LA Now MicroTransit and Blue LA

#### Milestone B:

1. Mobility Wallet Software Development
  - a. Software design
  - b. Software development
  - c. Integrate Pay with TAP into three mobility service partners
2. Assist with a technical solution for program sign-ups
  - a. Online: Website sign-up mechanism
  - b. In-person: Admin Portal (technical implementation only)



Milestone C:

1. Beta test mobility wallet
  - a. Develop beta test plan for distribution to participants
  - b. OEI to select maximum 50 beta participants
  - c. Distribute beta software to participants
  - d. Compile beta feedback

Milestone D:

1. Launch mobility wallet pilot
  - a. OEI/LADOT to aim to pre-enroll 500 participants
  - b. Deploy pilot software to participants
  - c. Support mobility wallet through pilot completion

Milestone E:

1. Launch mobility wallet pilot
  - a. OEI/LADOT to enroll 2500 participants
  - b. Deploy mobility wallet software to participants
  - c. Support mobility wallet through project completion

# EXHIBIT B

## DISBURSEMENT SCHEDULE

## DISBURSEMENT SCHEDULE

### Disbursement Schedule

a. August 31, 2021	\$250,000
Milestone: a	
b. March 1, 2022	\$120,000
Milestone: b	
c. July 1, 2022	\$130,000
Milestone: c	
d. November 30, 2023	\$ 256,770
Milestones: d and e	

Total Grant Fund for this Task: \$756,770. Total Match provided is \$150,700 Metro in kind match (labor time).

# EXHIBIT C

## THE GRANT AGREEMENT

# GRANT AGREEMENT COVER SHEET

GRANT NUMBER  
 STEP-IG-02 **Amendment 1**



NAME OF GRANT PROGRAM Sustainable Transportation Equity Project (STEP)	
GRANTEE NAME Los Angeles Department of Transportation	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 95-6000735	TOTAL GRANT AMOUNT NOT TO EXCEED <del>\$7,077,770.53</del> <b><u>\$13,843,297.68</u></b>
START DATE: 5/26/2021	END DATE: <del>3/31/2025</del> <b><u>3/31/2026</u></b>

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Los Angeles Department of Transportation (the "Grantee"). Amendments are shown as deletions is ~~strike~~ text and additions are **bold and underscore** text.

- Exhibit A – Grant Provisions
- Exhibit B – Work Statement
  - Attachment I – Budget Summary
  - Attachment II – Task and Summary Details
  - Attachment III – Task and Disbursement Schedule
  - Attachment IV – Key Project Personnel
- Exhibit C – Grant Proposal Package
- Exhibit D – Grant Solicitation Package
- Exhibit E – Payee Data Record

The purpose of Amendment 1 is to extend the Grant end date, add funds, and make changes to Exhibits A and B. This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Los Angeles Department of Transportation	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: 		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Branch Chief	DATE 7/15/22	TITLE General Manager	DATE 7/12/2022
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 100 S Main St., 10 <sup>th</sup> Floor, Los Angeles, CA 90012	

### CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$6,765,527.15	PROGRAM 3510000L32 3510000L32	PROJECT 3900-LCTI 3900-LCTI	ACTIVITY 3228LCTI19STEP 3228LCTI21STEP
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$7,077,770.53	FUND TITLE Greenhouse Gas Reduction Fund Greenhouse Gas Reduction Fund		FUND NO. 3228 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$13,843,297.68	(OPTIONAL USE)	CHAPTER 23 69	STATUTE AB 74 SB 129
APPR REF 101 101	ACCOUNT/ALT ACCOUNT 543200 543200	REPORTING STRUCTURE 39006100 39006100	SERVICE LOCATION 57208 50013
FISCAL YEAR (ENY) FY 19/20 FY 21/22			

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: 	DATE 05/12/22
--	------------------

# Grant Agreement

## South Los Angeles Universal Basic Mobility Pilot Program Los Angeles Department of Transportation

Sustainable Transportation and Communities Division  
California Air Resources Board  
May 202~~1~~2

**Grant Number: STEP-IG-02**



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**EXHIBIT A**  
**Grant Agreement: STEP-IG-02,01**

**GRANT PROVISIONS**

**A. AGREEMENT**

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Los Angeles Department of Transportation (hereinafter referred to as the Grantee).

The parties agree to comply with the requirements and conditions herein as well as all commitments identified in the Work Statement (Exhibit B), Grantee Proposal Package (Exhibit C), and the Fiscal Year (FY) 2019-20 Grant Solicitation for the Sustainable Transportation Equity Project (STEP) (Exhibit D).

**B. GRANT ACKNOWLEDGEMENT**

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for STEP, as outlined in the California Climate Investments Messaging and Communications Guide.<sup>1</sup> Below are specific requirements for acknowledgement.

The Grantee agrees to acknowledge the California Climate Investments program from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" program.' Guidelines for the usage of the California Climate Investments logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

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<sup>1</sup> California Climate Investments Communications Guide <http://www.caclimateinvestments.ca.gov/logo-graphics-request>





The Grantee agrees to acknowledge CARB as a funding source for STEP when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board’s logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



Finally, when preparing flyers, brochures, or other handout material that will be used to promote STEP as one of CARB’s Low Carbon Transportation Investment projects, the Grantee will incorporate Moving California typeset and branding, as appropriate. Moving California is the branding of CARB’s suite of Low Carbon Transportation Investment projects, including both light- and heavy-duty projects. The Moving California typeset is displayed above and branding materials will be provided by the CARB Project Liaison.

**C. GRANT SUMMARY AND AMENDMENTS**

Project Title: South Los Angeles Universal Basic Mobility Pilot Program  
Authorized Official: Marcel Porras  
Title: Chief Sustainability Officer  
**Total Grant Amount: ~~\$7,077,770.53~~ \$13,843,297.68**  
**Total Resource Contribution: ~~\$3,984,261.00~~ \$7,942,050.60**

**D. GRANT PARTIES AND CONTACT INFORMATION**

1. The CARB Project Liaison is Bree Swenson. Correspondence regarding this project shall be directed to:

Bree Swenson  
Sustainable Transportation and Communities Division  
California Air Resources Board  
1001 I Street  
Sacramento, California 95814  
Phone: (916) 440-8284  
Email: [breanna.swenson@arb.ca.gov](mailto:breanna.swenson@arb.ca.gov)

2. The Grantee Liaison is Shirin Sadrpour. Correspondence regarding this project shall be directed to:

Shirin Sadrpour  
Environmental Affairs Officer  
Los Angeles Department of Transportation  
100 S Main Street  
Los Angeles, California 90012  
Phone: 213-257-4155  
Email: [shirin.sadrpour@lacity.org](mailto:shirin.sadrpour@lacity.org)

3. If the CARB Project Liaison identified above changes, CARB will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee will notify the CARB Project Liaison of said change and provide the new contact information.

## E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by parties provided all required proofs of insurance has been provided for each applicable task before it is performed. Performance on this Grant ends once the Grantee has submitted and CARB approves the final report or if this Grant is terminated, whichever is earlier.
2. Upon completion of the project, the Grantee shall submit a draft final report to the CARB Project Liaison no later than **December 31, 2024<sup>5</sup>**.
3. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2025<sup>6</sup>**.
4. The CARB Executive Officer retains the authority to terminate, or reduce the grant amount of, this Grant Agreement for nonperformance. In the event of such termination or reduction of the grant amount, Section G.6, Termination

and Suspension of Payments, of this Grant Agreement shall apply.

## F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing STEP.

### 1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

### 2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary, task summary and detailed task list, task and disbursement schedule, and list of key project personnel.

## G. FISCAL ADMINISTRATION

### 1. Budget

- a. The maximum amount of this Grant is ~~\$7,077,770.53~~ **\$13,843,297.68**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A formal Grant Agreement amendment is required whenever there

is a change to the amount of this grant.

- b. The budget for this program is shown in Exhibit B, Attachment I. Grant Disbursement Requests (Form MSCD/ISB-90) for funds shall not exceed the grant amount.
- c. No grant funds may be used to purchase equipment or computers that would be required to be returned to the State at the completion of STEP.
- d. Under no circumstance will CARB reimburse a Grantee for vehicles or equipment that exceeds the purchase price.
- e. Line item shifts are not anticipated under this program. However, shifts of up to 10 percent of the grant total may be made over the life of the grant, subject to prior written approval from CARB. Line item shifts greater than 10 percent require a formal amendment to the grant. Line item shifts may be proposed by either CARB or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be approved in writing by CARB within 10 business days of approval for inclusion in the grant folder. If the grant is formally amended, all line item shifts must be included in the amendment.
- f. Funds not liquidated by March 31, 2025~~6~~ must be returned by **June 30, 2025~~6~~**. Expenditure of funds granted may not be reduced due to any loss incurred in an insured bank or investment account.

## 2. Pilot Project Eligible Costs

Allowable expenditures for costs associated with the grant are defined in Appendix E of the Grant Solicitation.

## 3. Resource Contributions

Resource contributions from the Grantee can be used to increase the number of vehicles or equipment funded or to increase the effectiveness and timeliness of other project elements, as directed by CARB. Resource contributions must meet the criteria specified in Appendix G of the Grant Solicitation and the additional following criteria:

- a. Documentation of resource contributions must be retained for a minimum of three years after the grant term has ended.
- b. Funds expended on resource contributions must be documented in the STEP Final Report to CARB.

Resource contributions are further defined in Appendix G of the Grant Solicitation.

#### 4. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

The Grantee acknowledges that CARB has finalized Advance Payment regulations effective January 1, 2021. The Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
  - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
  - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
  - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
  - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.

- v. CARB shall consider the available fund balance when determining the amount of the advance payment.
  - vi. Reports to CARB any material changes to the spending plan within 30 days.
  - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
  - f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.
  - g. The Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.
  - h. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
  - i. The Grantee assumes legal and financial risk of the advance payment.
  - j. The Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
  - k. The Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section I (Reporting and Documenting Expenditure of State Funds) of this grant agreement.
  - l. The Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on March 31, 2025~~6~~ or the reversion date of the appropriation, whichever comes first.

## 5. Grant Disbursements

With each disbursement request, the Grantee must provide documentation as required in this section:

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections G and I of this Grant Agreement. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form; has completed milestones stipulated in Exhibit B, Attachments II and III; the requirements specified herein, including Section F, Section G, Section H, and Section I of this Grant Agreement have been accomplished; documentation of accomplishment has been provided to CARB in the form of the Status Report; and any associated deliverables (if applicable) have been provided to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit B, Attachments II and III (with the exception of the final disbursement of funds), necessary to assure the goals of the program are met.
- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Sections F, G, H and I of this Grant Agreement). A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented; that a deliverable meeting specifications has not been provided; that claimed expenses are not documented, not valid per the budget, or not reasonable; or that the Grantee has not met other terms of the grant.
- c. Requests for project funds in advance of performing the work or incurring the cost requires an Advance Payment Request Form (see Section G.4, Advance Payment) and a detailed list of the future work the Grantee intends to fund with the disbursement. The Grantee must demonstrate in a subsequent report that the advance has been expended appropriately by supplying documents required in Section G.5, Grant Disbursements. The recipient of a CARB advance payment cannot advance pay any other entity. No further advance shall be disbursed until the Grantee is fully compliant with all terms of the grant. Failure to comply shall require the Grantee to return all amounts of the inappropriate or unapproved expenditure to CARB within 45 calendar days of written notification.
- d. The Chief of the Community Action Branch in the Sustainable Transportation and Communities Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Chief of the Community Action Branch, are not reasonable or do not comply with the Grant Agreement.
- e. The Grantee shall submit the Grant Disbursement Requests to CARB **Accounting Section at: [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB project liaison.** The Grantee may submit this electronically, based on

CARB's current electronic submission guidance at the time of request, or mail original copies with "wet" signatures in blue ink to **CARB Accounting Section, P.O. Box 1436, Sacramento, CA 95812**. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

- f. The Grantee shall submit the Grant Disbursement Requests to the CARB Project Liaison. The Grantee may submit this electronically, based on CARB's current electronic submission guidance at the time of request, or mail original copies with "wet" signatures in blue ink. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
  - g. CARB will withhold payment of up to one (1) percent of the grant funds until completion of the Final Report, intellectual property has been relinquished to CARB in accordance with Sections I and L of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
  - h. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
  - i. The Grantee will pay out CARB funds to other Subgrantees or subcontractors on a reimbursement basis only.
6. Suspension of Payments and Grant Termination
- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
  - b. CARB reserves the right to terminate this grant upon 30 days' written notice to the Grantee. In case of early termination, the Grantee will submit a Grant Disbursement Request, a Status Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions. Upon receipt of the Grant Disbursement Request Form and Status Report, and when all intellectual



property, with the exception of all intellectual property related to the Los Angeles County Metropolitan Transportation Authority's Mobility Wallet project that enables patrons to use electronic funds in a TAP account-based system for transit and other multi-mobility usage (hereinafter "Mobility Wallet Project"), has been relinquished to CARB, and when access to data has been provided to CARB pursuant to Section L (Intellectual Property), a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total grant amount.

- c. Upon termination, grant funds must be returned to CARB within 45 days. Funds, for the purpose of this section, includes unspent funds, funds for unapproved costs incurred, funds spent or incurred during a grant suspension order, or as outlined in other sections of this agreement.

## 7. Contingency Provision

In the event this grant is terminated for any reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to ~~award~~ **make the funds available** ~~a grant to the next highest scored Applicant and if an agreement cannot be reached, to the next Applicant(s) until an agreement is reached. If CARB is unable to award a grant under these circumstances, CARB may award a grant~~ in a manner consistent with direction provided in the FY 2019 ~~2021-22~~ Funding Plan for STEP.<sup>2</sup>

## 8. Documentation of Administration Funds

- a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to STEP implementation and outreach.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee Proposal Package (Exhibit C) are considered pre-approved by CARB.
- c. Printing, mailing, records retention, and travel expenses must be documented with receipts or invoices.
- d. Any reimbursement for necessary supporting project costs need receipts or

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<sup>2</sup> Funding Plan for Fiscal Year 2019-20 ~~21-22~~ [https://ww2.arb.ca.gov/sites/default/files/2021-10/fy21-22\\_fundingplan.pdf](https://ww2.arb.ca.gov/sites/default/files/2021-10/fy21-22_fundingplan.pdf) <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>

invoices.

- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set by the California Department of Human Resources (CalHR). No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The CalHR travel and per diem reimbursement amounts may be found online at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after submittal of the final STEP grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in quarterly Status Reports and a Final Report.

## 9. Earned Interest

“Earned interest” means any interest generated from State funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on STEP funds must be reported to CARB. All interest income on STEP funds must be expended on eligible program costs (see Section G of this Grant Agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and reinvested into STEP or returned.
- b. All interest income on advance payment at CARB’s discretion must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds or returned.
- c. The Grantee must maintain accounting records (e.g., general ledger) that track interest earned and expended on STEP funds, as follows:
  - i. The calculation of interest must be based on average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
  - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-STEP funds.

- iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
- iv. Earned interest must be fully expended by **March 31, 2025~~6~~** or returned to CARB.
- d. Documentation of interest earned on STEP funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on STEP must be retained for a minimum of three years after the funds have been reinvested into the project.
- e. The above documentation must be provided to CARB in Status Reports and a Final Report.

## H. PROJECT MONITORING AND MEETINGS

### 1. Meetings

- a. Initial meeting: A meeting will be held between **the Grantee and Subgrantee key project personnel** ~~key program personnel~~ and the CARB Project Liaison before work on the ~~project~~ ~~program~~ begins. The purpose of the initial meeting is to discuss the overall approach, details of performing essential tasks, the program schedule and milestones, details of work group process, and any issues that may need to be resolved prior to beginning work. Topics may include process for program decision-making and frequency and process for ongoing project team coordination.
- b. Review meetings: After the initial meeting with CARB staff, monthly meetings will be required until the tasks related to project initiation (~~scope of work, task dates, etc.~~) are finalized. After the project is operational, CARB and the Grantee can hold less frequent meetings (quarterly, at minimum), if deemed appropriate. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by the CARB Project Liaison. The Grantee is responsible for developing the agenda in collaboration with the CARB Project Liaison, and for facilitating the meetings.
- c. Site visits: If applicable, site visits shall be established by CARB Project Liaison during the term of this grant.

### 2. Technical Monitoring

- a. Any changes in the scope or schedule for the program shall require the prior written approval of the CARB Project Liaison and may require a written

Grant Agreement amendment.

- b. The Grantee shall notify the CARB Project Liaison in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).
- c. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the program schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and may require a Grant Agreement amendment.

## I. REPORTING AND DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of funds. The documentation must be provided in Status Reports submitted at a minimum every three months to CARB and a Final Report submitted prior to the Grantee receiving their last disbursement of project funds.

### 1. Status Reports

- a. The Grantee shall submit Status Reports at minimum **15 days after**~~at~~ the end of every third month, starting with the first report submitted on **September 15, 2021 for the reporting period that ends on** August 31, 2021, but may be submitted more frequently if necessary to justify more frequent disbursements with prior approval from CARB. The Status Reports shall be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting.
- b. Status Reports provide a mechanism for the Grantee to justify a need for additional grant disbursements from CARB.
- c. Every Grant Disbursement Request Form (MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone specified in Exhibit B, Attachments II and III.
- d. CARB will provide the Grantee with a checklist or template for Americans with Disabilities Act (ADA)-compliant Status Reports. Each Status Report

must include all applicable items from the checklist or template, which may include:

- i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number
  - ii. Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan
  - iii. Statement of work expected to be completed by the next progress report
  - iv. Notification of problems encountered and an assessment of their effects on the project's outcomes
  - v. Data collected from vehicles, facilities, and participants since the last status report such as, but not limited to, the information outlined in Appendix H of this Grant Solicitation. Data should be separated by reporting period but should be collected and compiled in a way that facilitates reporting in the Final Report.
  - vi. Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of participants, where applicable
  - vii. Accounting records, including expenditure and income information and supporting documentation
  - viii. Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for) and any other appropriate documentation
  - ix. Discussion of the project's adherence to the project timeline
  - x. Other data and analysis as mutually agreed upon between the Grantee and CARB
- e. If the tasks outlined in this Grant Agreement are behind schedule, the Grantee must notify CARB immediately and explain how they will return to schedule.

## 2. Final Report

- a. When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format

agreed upon between CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified herein. Upon approval of the draft Final Report by CARB Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.

- b. The Final Report must be submitted within 90 days of CARB receiving the draft Final Report or by **March 31, 2025~~6~~**, whichever comes first. A draft Final Report is due to CARB within 30 days of project completion or by **December 31, 2024~~5~~**, whichever comes first.
- c. CARB will provide the Grantee with a checklist or template for an ADA-compliant Final Report. The Final Report must include all applicable items from the checklist or template, at a minimum:
  - i. Total expenditures in detail to date and for the period between the last quarterly report and the Final Report
  - ii. Excel spreadsheet of all funded projects and project milestones
  - iii. Summary report of the projects for the period covered by the Grant Agreement (may be provided as summaries or previously submitted Status Reports – see Status Report)
  - iv. Overview of the project as whole from inception through the end of the grant term, including project and community background, partnerships, and funding sources
  - v. Data collected from vehicles, facilities, and participants, compiled from all status reports
  - vi. Assessments of behavior change, vehicle miles traveled, access to key destinations, affordability, and participant evaluations, including the results of any pre- and post-project surveys conducted
  - vii. Changes in participant knowledge of and acceptance of clean transportation options and funded projects
  - viii. Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts
  - ix. Electricity and fuel usage information for project and baseline vehicles and EVSE, as applicable
  - x. Estimated GHG and other air pollutant emission reductions achieved

- xi. Other co-benefits provided by the project as mutually agreed upon between the Grantee and CARB
- xii. Accounting records, including expenditure and income information and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
- xiii. Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities
- xiv. Implementation challenges and recommendations for potential program improvements
- xv. Other data and analysis as mutually agreed upon between the Grantee and CARB

## **J. OVERSIGHT AND ACCOUNTABILITY**

1. The Grantee shall comply with all oversight responsibilities.
2. CARB or its designee may recoup the grant funds which were received based upon misinformation or fraud, or for which a Grantee is in significant or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in STEP due to non-compliance with program requirements or State law.
3. If the Grantee detects any actual or potentially fraudulent activity by anyone or entity associated with the project, it shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

## **K. PROJECT RECORDS**

As further described below, program records include but are not limited to Grantee, financial, and participant records. All project records must be retained for a period of three (3) years after final payment under this grant. All project records are subject to audit pursuant to Section N.3 of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all program records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

1. Grantee Records

The Grantee shall retain a STEP file containing:

- a. Original executed copy of the STEP Grant Agreement and Grant Agreement Amendments (if applicable)
- b. Policies and Procedures Manual
- c. Copies of Grant Disbursement Request Forms and attachments
- d. Copies of Status Reports
- e. Documentation of earned interest generation and expenditure (see Section G for more information)

## 2. Financial Records

Without limitation of the requirement to maintain program accounts in accordance with generally accepted accounting principles, the Grantee must:

- a. Establish an official file for the project, which shall adequately document all significant actions relative to the program
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and in-kind donations, if any
- d. Establish an accounting system which will adequately depict final total costs of the project, including grant implementation costs

## 3. Project Participant Records

The Grantee is required to establish and maintain participant records, which must include, at minimum:

- a. Project participant proposals (denied, approved, and removed)
- b. Initial participant surveys and survey updates
- c. Documentation of any deviations from the normal processing of projects (examples include enforcement action, CARB case-by-case approvals)

## L. INTELLECTUAL PROPERTY



For the Mobility Wallet Project, CARB will have a limited, non-exclusive, perpetual, royalty free, non-transferable license to receive and use (internally and externally), display, perform, copy, publish, and create derivative works from all aggregate and anonymized data from webpage(s), software, databases, or other intellectual property developed or purchased by the Grantee and any of its Subgrantees or subcontractors for the purposes of administering or implementing STEP. This license to use aggregate and anonymous data received during the pilot program shall continue for the lifetime of the Mobility Wallet project and is not limited to the term of this Grant Agreement. LA Metro is not obligated to provide new aggregate and anonymized data after the end of the term of this Grant Agreement. CARB acknowledges that the Grantee and its Subgrantees and subcontractors shall retain ownership of its existing intellectual property rights in any webpages, software, databases, and program data, and in any other intellectual property that may be created or developed, including any and all derivative works of existing and newly created or developed materials.

For all other projects under this Grant Agreement, any webpage(s), software, databases, program data, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing STEP are the property of CARB.

#### **M. CONFIDENTIALITY AND DATA SECURITY**

It is expressly understood and agreed that information the Grantee collects on behalf of the State or from a third party in performing its obligations under this Grant Agreement may be deemed confidential by the State. Therefore:

1. All information or data gathered pursuant to this grant shall be held confidential and released only to CARB or other entities as CARB may specify in writing.
2. The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
3. Information or data, including but not limited to all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information, data or application records.
4. The Grantee must observe complete confidentiality with respect to such

information or data collected pursuant to this grant, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.

5. The Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
6. The Grantee must ensure that the Grantee's employees are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying, revealing, or utilizing for any purpose in fulfillment of this grant, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
7. The Grantee shall limit access to information and data gathered pursuant to this grant only to necessary employees to perform their job duties.
8. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
9. The Grantee must notify the State promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof, by any person other than those authorized by this document.
10. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
11. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party **except for Subgrantees designated in Exhibit B, Attachment IV of this Agreement** without CARB's written consent except when required by law or legal process.
12. The Grantee must not use, without CARB written approval, any CARB materials for any purpose other than performing the agreed upon services.
13. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this grant.
14. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen

information, data, or equipment developed or collected pursuant to this grant to CARB immediately.

15. The Grantee must provide CARB all pass phrases and passwords for private keys to encrypt data used, produced, or acquired in the course of performing duties under this Grant Agreement.
16. The Grantee must sign non-disclosure and confidentiality agreements as provided by CARB.
17. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
18. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to security incident resulting from the Grantee's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft, or misuse of information or data developed or gathered pursuant to this grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB. If CARB determines that notice to the individuals whose data has been lost or breached is appropriate, the Grantee will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
19. The Grantee may permit its Subgrantees to provide aggregated and anonymized data to the Grantee and CARB, as set forth herein. Otherwise, the Grantee will provide any aggregated and anonymized data as requested by CARB.
20. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to California Public Records Act (California Government Code Section 6250 et seq.) requests.

## N. GENERAL PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

2. **Americans with Disabilities Act:** The Grantee must ensure that all products and services submitted, uploaded, or otherwise provided by the Grantee and/or its subcontractors under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. The Grantee must bring into compliance, at no cost to CARB, any Work by the Grantee or its subcontractors not meeting the Accessibility Requirements. If the Grantee fails to bring its or its subcontractors' Work into compliance with the Accessibility Requirements within five (5) business days of written notice from CARB, or within the time frame specified by CARB in its notice, the Grantee will be responsible for all costs incurred by CARB in bringing the Grantee's or its subcontractors' Work into compliance with the Accessibility Requirements. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant for a period of one year following delivery of the final deliverable under this Grant.

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

3. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
4. **Audit:** The Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the

State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.

5. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
6. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
7. **Confidentiality:** Except as may be required by the California Public Records Act (California Government Code Section 6250 et seq.), no record which has been designated as confidential by CARB, shall be disclosed by the Grantee. If Grantee believes disclosure of a confidential record may be required under the California Public Records Act, Grantee shall first give CARB written notice of the intent to disclose plus twenty-one (21) days after receipt of the written notice to seek an order preventing disclosure from a court of competent jurisdiction.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
9. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
10. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
11. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the

Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

12. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

13. **Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
14. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
15. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense,

including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

16. **Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
17. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.
18. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
19. **Ownership:** Subject to sections L and M of this Grant Agreement, all information or data received or generated by the Grantee under this Grant Agreement shall become the property of CARB. No information or data received or generated under this Grant Agreement shall be released without CARB approval.
20. **Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes

and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.

21. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.
22. **Funding Limitation: Grantees are prohibited from using CARB funds to aid or support any religious creed, sect, church, or sectarian purpose pursuant to California Constitution, article XVI, section 5. Grantees are also prohibited from using CARB funds to aid or support a sectarian or denominational school or any school not under the exclusive control of the officers of the public schools pursuant to California Constitution, article IX, section 8. CARB reserves the right to obtain additional information from applicants and Grantees to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of grant funding or possible termination of an existing grant agreement.**
23. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
24. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
25. **Termination:** CARB may terminate this Grant Agreement for cause by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within the time frame set forth by CARB via written notice to the Grantee.
26. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.



27. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
28. **Order of Precedence:** In the event of any inconsistency between the articles, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
- a. Grant Agreement Cover Sheet
  - b. Exhibit A – Grant Provisions
  - c. Exhibit B – Work Statement
  - d. Exhibit D – Grant Solicitation Package
  - e. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

## O. INSURANCE REQUIREMENTS

The Grantee must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments will be made under the grant until the Grantee fully complies with all insurance requirements.

1. General Provisions Applying to All Policies:
  - a. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
  - b. Policy Cancellation or Termination & Notice of Non-Renewal – The Grantee is responsible to notify the Program Administrator within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this grant upon the occurrence of such event, subject to the provisions of this grant.

- c. Premiums, Assessments, and Deductibles – The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
  - d. Primary Clause – Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
  - e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
  - f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
  - g. Inadequate Insurance – Inadequate or lack of insurance does not negate Awardee’s obligations under the grant.
  - h. Satisfying a Self-Insured Retention (SIR) – All insurance required by this contract must allow the State to pay and/or act as the contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion
  - i. Available Coverages/Limits – All coverage and limits available to the Awardee shall also be available and applicable to the State.
2. Use of Subcontractor – In the case of the Grantee’s utilization of Subcontractors to complete the grant scope of work, the Grantee shall include all Subcontractors as insured’s under the Grantee’s insurance or supply evidence of Subcontractor’s insurance to the State **subject to item O.3. equal to policies, coverages, and limits required of the Grantee.**
  3. Grant Insurance Requirements – The Grantee shall display evidence of the following on a certificate of insurance. After the solicitation is awarded, failure to provide the certificate upon request will result in the termination of the grant. The Grantee must assure the community pilot project(s) funded by the Program Administrator (CARB) fully complies with all insurance requirements before starting the project. The following coverages must be evidenced on the certificate of insurance and all endorsements required must be attached:
    - a. Commercial General Liability – The Grantee shall maintain general liability on an occurrence form with limits not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000

annual policy aggregate. **Subcontractors shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate.** The policy shall include coverage for liabilities arising out of premises, operations, independent the Grantees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability.

The policy must name "State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations".

- b. Automobile Liability – **Compliance of automobile liability is required upon procurement of the vehicles. For vehicles used in a STEP-funded shared mobility service (e.g., electric bikes and scooters, carshare vehicles, shuttles, and buses),** the Grantee shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than a \$5,000,000 combined single limit. **For any other vehicle that is not used in a STEP-funded shared mobility service (e.g., vehicles used for project planning, rebalancing, maintenance, marketing, outreach, or driving to events), the Grantee shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than a \$1,000,000 combined single limit.** Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. "Any Auto" symbol 1 is required.

The policy must name "State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations".

- i. **In the event that the Fleet Owner maintains business automobile liability insurance, the policy must name the State of California and California Air Resources Board, its officers, agents, and employees as additional insured by endorsement that states the name exactly as required in this agreement. A blanket additional insured endorsement is not acceptable.**
- ii. By signing the grant agreement, the Grantee certifies that the Grantee and any employees, subcontractors or servants possess valid

automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

- c. Workers Compensation and Employers Liability – The Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer’s liability limits of \$1,000,000 are required. By signing this agreement, the Grantee acknowledges compliance with these regulations.

**A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

- d. In addition to the insurance requirements listed above, the Grantee must supply specific coverage for Electric Bikes and Scooters, with a limit of at least \$5,000,000. Proof of coverage can be submitted in two ways:

If coverage is from an Electric Bike and Scooter insurance carrier, only the certificate of insurance is required showing specific insurance for Electric Bikes and Scooters; **OR,**

If coverage is endorsed to the General Liability policy, insurance company must supply a separate endorsement showing proof of Electric Bike and Scooter Coverage.

- e. Either policy must name “State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations. “Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB reserves the right to review and adjust insurance requirements as necessary during the grant term.
- f. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the grant agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or

destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.

- g. **Self-insurance – If a Contractor has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance Management (ORIM). To obtain ORIM approval Contractor must submit the following documents to ORIM.**
  - i. **Workers' Compensation** – Contractor will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.
  - ii. **All Other** – Contractor's Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan and identify the source of funds for financing the plan.

Provide the firm's most recent audited annual financial statement including all accounting letters. The report must show the firm's owner's equity of at least \$5,000,000 and annual profit of at least \$500,000.

Provide a signed written statement from the firm's CPA confirming the annual net profit for each of the prior 4 years has been at least \$500,000.

EXHIBIT B

WORK STATEMENT

[Attachment I – Budget Summary](#).....~~Error! Bookmark not defined.~~34  
[Attachment II – Task Summary and Details](#).....~~Error! Bookmark not defined.~~45  
[Attachment III – Task and Disbursement Schedule](#).....~~50~~3  
[Attachment IV – Key Project Personnel](#) .....~~Error! Bookmark not defined.~~81

**EXHIBIT B**

**Attachment I – Budget Summary**

Grantee: Los Angeles Department of Transportation  
 Project: South Los Angeles Universal Basic Mobility Pilot Program  
 Grant Number: **STEP-IG-02, 01**

	<b>Total Costs</b>
Project Costs	\$10,365,174.40 <b>20,882,321.89</b>
Direct Grant Implementation Costs	\$696,857.13 <b>1,127,509.76</b>
Indirect Grant Implementation Costs	\$0 <b>3,000.00</b>
	<b>Total Funding</b>
Total Grant Funds	\$7,077,770.53 <b>13,843,297.68</b>
Resource Contribution	\$3,984,261.00 <b>7,942,050.60</b>
<b>Total Proposal Funds</b>	\$11,062,031.53 <b>21,785,348.28</b>

## EXHIBIT B

## Attachment II – Task Summary and Details

Grantee: Los Angeles Department of Transportation  
 Project: South Los Angeles Universal Basic Mobility Pilot Program  
 Grant Number: **STEP-IG-02,01**

## Task Summary Table

Task #	Task Description	STEP Funds	Resource Contribution
1	Proposal administration	<del>\$258,347.13</del> <b><u>692,000.00</u></b>	<del>\$438,510.00</del> <b><u>09.76</u></b>
2	Mobility wallet	<del>\$756,770.00</del> <b><u>2,567,080</u></b>	<del>\$486,700.00</del> <b><u>699.97</u></b>
3	Electric mobility	<del>\$3,658,354.40</del> <b><u>5,295,619.44</u></b>	<del>\$1,600,000.00</del> <b><u>4,641,451.87</u></b>
4	Charging for all	<del>\$716,000.00</del> <b><u>1,644,526.52</u></b>	<del>\$803,838.00</del> <b><u>1,634,866.00</u></b>
5	Stakeholder engagement & outreach	<del>\$688,299.00</del> <b><u>1,368,446.00</u></b>	<del>\$504,713.00</del> <b><u>380,412.00</u></b>
6	Quick-build active streets	<del>\$5600,000.00</del>	\$150,500.00
7	Rail to Rail First Mile – Last Mile	<del>\$500,000.00</del> <b><u>1,017,000.00</u></b>	\$0.00
8	<b><u>Zero-emission Delivery Solutions</u></b>	<b><u>\$658,625.72</u></b>	<b><u>\$209,611.00</u></b>
	<b>Total</b>	<b><u>\$7,077,770.53</u></b> <b><u>13,843,297.68</u></b>	<b><u>\$3,984,261.00</u></b> <b><u>7,942,050.60</u></b>

## Task Details

**Task 1. Proposal administration**

Administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; and financial tracking and disbursements.

## 1.1. Meetings and communication with CARB staff

1.1.1. Initial Project Kick-off Meeting: The Grantee's key project personnel, in collaboration with CARB's Project Liaison, will plan, conduct, and attend



an initial meeting with CARB staff following execution of the Grant Agreement. Topics for discussion may include, but not be limited to, the following:

- a. Project tasks, timelines, and milestones
- b. Project design and community engagement, outreach, and education activities
- c. Content and format for quarterly reports and final reports
- d. Schedule for ongoing coordination meetings
- e. Participant surveys and reporting
- f. Other items as necessary

1.1.2. Ongoing Project Coordination: Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status held at least monthly or quarterly, per CARB Project Liaison, as well as a final meeting, or conference call, pending CARB Project Liaison approval, held at the conclusion of the project. The Grantee's key project personnel will participate in meetings with CARB staff. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. Meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison. Project coordination and review meetings are the responsibility of the Grantee and should contain:

- a. Agenda for the meeting with online meeting information provided prior to the meeting
- b. Discussion of project activities, deliverables, schedule, and milestones
- c. Discussion of any difficulties encountered since the last project update
- d. Concerns or questions requiring resolution from CARB
- e. Notification of any pending disbursement requests
- f. Scheduling the next project coordination meeting

1.2. Coordinate with other CARB projects (e.g., Access Clean California, Clean Mobility Options Voucher Pilot) where appropriate and as requested by CARB.

1.3. Partnerships. Coordinate with all project partners, including Subgrantees and Community Partners, following the decision-making structure and the governance, legal, and financial relationships set out in the Partnership Structure. This must include:

- a. Regular communication with all Subgrantees, such as check-ins to keep track of progress made and troubleshoot issues encountered. The Grantee is responsible for keeping CARB informed of progress on all projects, including those that are being led by one of the Subgrantees.
- b. Regular communication with all Community Partners in a mutually agreed-upon format to share progress and receive feedback on project implementation and design
- c. Accessible public meetings to share progress and receive feedback on project implementation and design

- d. Updates to Community Partners and other community stakeholders on how their feedback is being incorporated into the design and implementation of the project
- e. Incentivize participation of all project partners, including Community Partners, appropriately

1.4. Community engagement. Directly and actively engage community residents during project implementation to ensure that project design and implementation meet the needs of the residents. The Grantee must:

- a. Ensure that funded activities focus on engaging community residents located or involved in the STEP Community.
- b. Use community engagement methods recommended in the Community Inclusion Guidance.
- c. Develop and implement a process for community engagement that maximizes the power of community residents to make decisions about project design and implementation.
- d. Conduct community engagement activities that help maximize residents' ability to participate, such as translating meetings and materials and scheduling meetings at times that are convenient to community residents.
- e. Focus on engaging hard-to-reach residents whose interests have historically been under-represented.
- f. Ensure that funded activities collect data on residents' current knowledge regarding clean transportation options.
- g. Ensure funded activities include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly.
- h. Incentivize community residents appropriately for their time and expertise during their participation in community engagement activities.
- i. Develop plans for community engagement activities, either as part of the Status Reports or as stand-alone plans.
- j. Ensure that all community engagement plans have been approved by CARB prior to implementation.

1.5. Outreach and education. Conduct outreach and education with community residents to help ensure that identified end users in the community have the knowledge necessary to use new transportation services and to inform their participation in decision-making processes. The Grantee must:

- a. Ensure that funded activities focus on reaching out to or educating community residents located or involved in the STEP Community.
- b. Use outreach and education methods recommended in the Community Inclusion Guidance
- c. Conduct outreach and education activities that meet the needs of the residents, such as translating materials and creating events at times that are convenient to community residents

- d. Ensure that funded activities collect data on residents' current knowledge regarding clean transportation options.
- e. Ensure funded activities include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly.
- f. Educate community residents about other applicable CARB funding opportunities, including Access Clean California and the clean vehicle ownership programs (e.g., CVRP, Clean Cars 4 All, CVAP), and supporting California Energy Commission funding opportunities (e.g., the California Electric Vehicle Infrastructure Project).
- g. Develop plans for outreach and education activities, either as part of the Status Reports or as stand-alone plans.
- h. Ensure all outreach, education, and press materials and outreach and education plans have been approved by CARB and adhere to the California Climate Investments guidelines, as identified in Exhibit A, Section B of this Grant Agreement, prior to implementation.

1.6. Develop policies and procedures manuals. Such documents and process flow charts should describe the Grantee's administrative actions for evaluating and processing project participants, tracking vehicle maintenance for all project vehicles, and data gathering and reporting for all aspects of the project.

Examples include, but are not limited to:

- a. Organizational charts
- ~~b. Details on how key project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded, including, but not limited to:
  - ~~i. Community engagement, outreach, and education~~
  - ~~ii. Participant information, enrollment, and tracking~~
  - ~~iii. Vehicle reservations, tracking, and maintenance~~
  - ~~iv. Data collection and reporting~~~~
- c. Develop and maintain accounting procedures to track expenditures by:
  - i. Grant Agreement number
  - ii. Fiscal year
  - iii. Funding source
- d. Provisions to protect against conflict of interest
- e. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred
- f. Provisions to protect personally identifiable information

1.7. Project records. As defined in Exhibit A, Section K of this Grant Agreement, establish and maintain records on items that include, but are not limited to, participants, vehicles, Electric Vehicle Supply Equipment (EVSE), fuel, and maintenance as follows:

- 1.7.1. Identify participant data that are confidential and develop

measures to keep these data confidential. For example, individuals' physical characteristics, residential address, wage and salary information, driver's license or state-issued ID number, and insurance policy number must be kept confidential.

1.7.2. Record the physical address and census tracts of each location that project vehicles are domiciled or operated within and each location EVSE is installed.

1.7.3. Develop a systematic process and schedule to back up database(s) on a daily basis at a minimum.

1.7.4. Develop and enforce security measures to safeguard project database(s).

1.7.5. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.

1.7.6. Retain files during the term of the Grant Agreement plus three years after the grant term expires.

1.7.7. Transfer all project records to CARB once the project ends or three years after the grant term expires, whichever comes first.

1.8. Document and track expenditures, as defined in Exhibit A, Section G of this Grant Agreement.

1.9. Fulfill any needed project readiness requirements such as obtaining permits for charging infrastructure, obtaining encroachment permits and ensuring sufficient electrical capacity at designated charging station sites.

1.10. Reporting and documenting expenditure of State funds. As defined in Exhibit A, Section I of this Grant Agreement, report on and assess progress throughout project implementation via the participant and project metrics identified in Appendix H, Status Reports, and the Final Report. The purpose of data collection and reporting is to document and assess the outcomes of each funded project, which may include better understanding the projects' impacts on behavior change, vehicles miles traveled, and equity.

1.10.1. Develop plans for the collection of data, either as part of the Status Reports or as stand-alone plans, and carry out those plans using appropriate metrics and tools. Ensure that all data collection plans have been approved by CARB. Metrics should include information about transportation modes used and trips taken by community residents

before and after the project's implementation. CARB will coordinate with the Grantee to identify parameters and determine the most effective mechanism for obtaining information and measures to safeguard confidential individual information. At a minimum, participant metrics should be collected prior to launch of a new project, midway through a project, and at the end for Final Report reporting.

1.10.2. For all projects, track and report metrics, such as, but not limited to, the information outlined in Appendix H of this Grant Solicitation. The Grantee must track and report these data at least quarterly.

1.10.3. Participate in third-party research projects as requested by CARB.

1.10.4. Status Reports: Submit numbered status reports accompanying grant disbursement requests to CARB at least quarterly, but may submit on a monthly basis if necessary to justify more frequent disbursements with prior approval from CARB. These reports must be approved by CARB and must contain at minimum, in either Microsoft Word or PDF as a single electronic file, the information outlined in Exhibit A, Section I of this Grant Agreement.

1.10.5. Final Report: The Final Report must be submitted within 90 days of CARB receiving the draft Final Report or by **March 31, 2025**, whichever comes first. A draft Final Report is due to CARB within 30 days of project completion or by **December 31, 2024**, whichever comes first. Final reports must contain at minimum the information outlined in Exhibit A, Section I of this Grant Agreement.

Task 1.11. The Grantee may add additional projects with the written approval of CARB. This type of change may require a grant amendment. Any additions will incorporate community decision-making. The Grantee must show that each project will:

- a. Meet applicable State laws
- b. Meet STEP's objectives, including all of the following:
  - i. Address a community-identified transportation need
  - ii. Support increasing access to key destinations
  - iii. Facilitate or achieve GHG emission reductions
- c. Meet all requirements specified in Appendix E of the Grant Solicitation
- d. Meet applicable requirements of statutes, applicable State law, the FY 2019-20 Funding Plan, **the FY 2021-22 Funding Plan**, the FY 2019-20 STEP Implementation Grant Solicitation, this Grant Agreement, and all Exhibits and Attachments to this Grant Agreement. The FY 2019-20 **and 2021-22 Funding Plans** for Clean Transportation Incentives **isare** available at: <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement->

[program/low-1. https://ww2.arb.ca.gov/sites/default/files/2019-09/fy1920fundingplan.pdf.](https://ww2.arb.ca.gov/sites/default/files/2019-09/fy1920fundingplan.pdf)

## Task 2. Mobility wallet

The Mobility Wallet expands on current Transit Access Pass (TAP) integration efforts. **Two unique parallel technology development paths including (1) Pay with TAP and (2) a payment card (like Visa, Mastercard, or PayPal) will bring the mobility wallet to life.** It consists of both ~~These~~ analog and digital components ~~to~~**will** provide a seamless transportation pass for low-income, student, senior, and disabled riders through the STEP Community. The mobility pass will pilot **approximately \$150 per month** transit and shared mobility credits for an approximately ~~2,51,100~~**2,51,100**-person subscriber base for one year as part of **an at least 5,000-person mobility wallet pilot, which includes an additional 900 subscribers in the Flex Universal Basic Mobility Program and 3,000-person control group of pre-enrolled LIFE and Go-Pass participants.** ~~monthly transportation allocation that will also include access to the Electric Mobility services provided in this proposal.~~ **Subscribers may use their monthly Mobility Wallet subsidies to access multimodal and electric mobility services provided in this proposal.** The Grantee will work with community-based organizations in the area to identify eligible participants in the pilot. Participation will likely be offered on a first-come, first-served basis with certain income eligibility criteria. Participants will need to consent to data sharing for analysis of the pilot.

2.1. Integrate mobility wallet software and shared mobility services' backend infrastructure to support integration of mobile application platforms.

2.1.1. Develop initial scope of work for mobility wallet software development, issue solicitation and selection of vendors. **Work with Cal-ITP to develop a payment card pathway.**

2.1.2. Execute mobility wallet software development.

2.1.3. Beta test Mobility Wallet and open pilot enrollment period.

2.2. Provide subsidies for transit and shared mobility.

2.2.1. Launch mobility wallet pilot. Aim for 500 subscribers pre-enrolled.

2.2.2. Fully operate mobility wallet. Aim for ~~2,51,100~~**2,51,100** subscribers fully enrolled.

**2.2.3. Share data on full, at least 5,000-person mobility wallet pilot with CARB.**

## Task 3. Electric mobility

Electric mobility includes provision of three different and complementary clean

transportation services. LADOT will provide access to approximately 250 electric pedal-assist bikes at library hubs and will expand the program as demand is evaluated. This library may include e-cargo bikes as part of a zero-emission delivery program. LADOT will also bring an on-demand free shuttle to the community, operating all-electric shuttles for approximately one year. The shuttle service will fill gaps in the Downtown Area Short Hop (DASH) service area, eliminate the need for transfers, and extend services hours into the evening. And lastly, LADOT will expand the BlueLA carshare pilot to South LA. The expansion will include approximately ~~5~~**100** additional vehicles and a goal of at least ~~36~~**,000** new users into the program through enhanced outreach in conjunction with the Mobility Wallet. A steering committee composed of community-based organizations will guide program design for these three new/expanded services.

3.1. Implement e-bike library **and e-bike maintenance training program**. The Los Angeles Cleantech Incubator (LACI) will work to procure an e-bike library model that provides free electric bicycle access for extended “check-outs” to South LA residents. The program will feature at least 250 e-bikes, deployed over a period of two years, and may include e-cargo bikes and adaptive e-bikes. LACI will run an RFP process in 2021 to support a mid-2022 program launch.

3.1.1. ~~Recruitment for~~ and release RFP ~~for~~ and select an e-bike library operator.

**3.1.2. Recruit approximately 30 e-bike maintenance training participants, secure training contractor(s), complete e-bike maintenance training, and match graduates with e-bike maintenance internship opportunities.**

3.1.~~23~~. Develop feasibility study and recommendations for incorporating e-bike / cargo e-bike delivery services into e-bike library.

3.1.~~34~~. Selected vendor will procure at least 250 e-bikes. Obtain e-bike insurance as required in Exhibit A, Section O and provide proof of insurance to CARB prior to e-bike library implementation. Follow the requirements for funded micromobility vehicles:

- a. Purchased micromobility vehicles must be new.
- b. Micromobility vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet after grant execution are subject to prior approval by CARB.
- c. Micromobility service must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging or fueling infrastructure and repairs and maintenance of the vehicles.
- d. Micromobility service must be registered with the local

jurisdiction, where available.

- e. Micromobility vehicles must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.

3.1.45. Launch e-bike library. Aim to have 125 subscribers pre-enrolled.

3.1.56. Operate and oversee e-bike library.

3.2. Pilot electric on-demand community shuttle.

3.2.1. Finalize procurement process for on-demand community shuttle service. Procure a turnkey operator to provide 4 shuttles (~~up to 4~~), charging infrastructure and installation, drivers, and routing software. Obtain shuttle insurance as required in Exhibit A, Section O and provide proof of insurance to CARB prior to shuttle implementation. Follow the following requirements for funded light-, medium-, and heavy-duty vehicles:

- a. Vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet after grant execution are subject to prior approval by CARB.
- b. Vehicles must be zero-emission.
- c. Vehicles may be purchased or leased (2-year minimum lease period except for On-demand Community Shuttle Project).
- d. Vehicles must be on the eligible Clean Vehicle Rebate Project (CVRP) or Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) Eligible Vehicle lists<sup>3,4</sup> at the time of purchase, including vehicle models that were removed due to CVRP policy changes effective December 3, 2019.
- e. Vehicles must be registered in California.
- f. Vehicles must be compliant with all applicable State requirements, including, but not limited to applicable CARB engine or vehicle approval or certification and Department of Motor Vehicles licensing.
- g. No modifications can be made to the vehicle's emissions control systems, hardware, or software calibrations (California Vehicle Code (CVC) Section 27156).
- h. Vehicle title cannot be salvaged (as defined in CVC section 544).
- i. Vehicles must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.

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<sup>3</sup> <https://cleanvehiclerebate.org/eng/eligible-vehicles>

<sup>4</sup> <https://www.californiahvip.org/how-to-participate/#Eligible-Vehicle-Catalog>



- j. Vehicles must be under warranty with the manufacturer for the duration of the grant term.
- k. Used vehicles must meet the following additional requirements at the time of purchase or lease:
  - i. Vehicle model year must be 4 years or newer.
  - ii. Vehicle mileage cannot exceed 48,000 miles.
  - iii. Vehicle cannot have any outstanding recall notices. If there has been a recall notice for the vehicle model, documentation must be provided that the problem has been addressed before the vehicle is purchased or leased.
  - iv. Vehicles must be inspected by a licensed automotive mechanic.
  - v. Batteries in vehicles must be new (new batteries may be purchased).
  - vi. Vehicles that previously have participated in CVRP (received rebates) must have passed the compliance period and have fully complied with program requirements.
  - vii. Vehicles must be formerly listed under the eligibility list of CVRP according to their model years

3.2.2. Launch and beta test on-demand community shuttle.

3.2.3. Continued operations of on-demand community shuttle.

3.3. Expand electric vehicle car share. The existing BlueLA program will expand to South LA, bringing at least ~~5~~**100** vehicles to STEP neighborhoods, in coordination with Task 4 EVSE infrastructure. The program will operate for at least three years.

3.3.1. Hold South LA kick-off meeting.

3.3.2. Negotiate and execute service contract(s). Obtain EV insurance as required in Exhibit A, Section O and provide proof of insurance to CARB prior to carshare implementation.

3.3.3. Conduct EV maintenance training.

3.3.3.1. Recruit and train approximately 10-15 EV technicians in first cohort.

3.3.3.2. Recruit, start, and complete first cohort of approximately 9 EV technician internships.

3.3.3.3. Recruit and train approximately 10-15 EV technicians in

second cohort.

3.3.3.4. Recruit, start, and complete second cohort of approximately 9 EV technician internships.

3.3.4. Deploy at least 5100 EVs to the project area. Follow the requirements for light-, medium-, and heavy-duty vehicles outlined in subtask 3.3.2. Internal/external outreach on program siting will follow the outreach and education requirements in Task 1.5.

3.3.5. Continue carshare service operation for at least 5100 vehicles added.

#### **Task 4. Charging for all**

The Charging for All project will create a network of approximately 50116 public Level 2 (L2) chargers throughout the entire STEP project area, geographically dispersed such that all residents are within minutes of a public charger. The chargers will be open and available to the community at public facilities they already make use of, such as city-owned parking lots and libraries, and will be available at the curbside, affixed to street lights. In addition to the L2 network, atwo high-speed DC fast charging plazas will also be deployed. This will help to enable electrification for 1) residents of multi-family homes and 2) commercial drivers living or working in the neighborhood, including rideshare and other gig or delivery workers. Rebates through LADWP will subsidize the charging infrastructure.

Follow the requirements for funded EVSE purchase and installation:

- a. EVSE must be installed to provide electricity to project vehicles.
- b. EVSE must comply with California Electric Vehicle Infrastructure Project (CALeVIP) equipment requirements.<sup>5</sup>
- c. EVSE may be installed in commercially, residentially, or public facility zoned locations.
- d. EVSE may include ports for micromobility vehicle charging or fueling if the project design includes micromobility vehicles.
- e. EVSE may be Level 2 (rated up to 240 volts alternating current [AC], up to 60 amperes [amps], and up to 14.4 kilowatts) or Level 3 (high voltage AC or direct current [DC] with the capability to charge a vehicle to approximately 80 percent capacity within 30 minutes).
- f. EVSE must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging infrastructure.
- g. **Assembly Bill 841 (2020):** By signing this Grant Agreement, the Grantee as a material term of this Grant Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP)

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<sup>5</sup> <https://calevip.org/resources-ev-charging-manufacturers-service-providers>

certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions.

Therefore, applying PUC 740.20 EVITP requirements to this Grant Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
- (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

Prior to performing any electrical vehicle infrastructure installation work under this Agreement, the Grantee shall:

1. Submit to CARB an *AB 841 Certification* that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the Grantee's authorized representative.
2. Submit to CARB *EVITP Certification Numbers* of each Electric Vehicle Infrastructure Training Program certified electrician that will install electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

4.1. Create onetwo DC Fast Charger (DCFC) Plaza hubs each.

4.1.1. Execute contract(s) with charging infrastructure company EVgo and submit DCFC maintenance plan.

4.1.2. Conduct initial documentation discovery and site visits with vendors, city staff, and partners.

4.1.3. Install DCFC Plaza hubs.

4.2. Provide at least ~~2016~~ L2 EVSE at libraries, ~~and~~ at least ~~3025~~ L2 EVSE at **parks, and approximately 75 L2 EVSE at** Bureau of Street Lighting (BSL) facilities.

4.2.1. Execute **and amend** interdepartmental MOU between LADOT and BSL related to street lighting EV chargers.

4.2.2. Conduct internal/external outreach on station siting. Follow the outreach and education requirements in Task 1.5.

4.2.3. Develop siting plan (inclusive of carshare station siting in South LA) in concert with project steering committee, conduct initial documentation discovery and conduct site visits with vendors, city staff, and partners, and submit EVSE maintenance plan (for BSL chargers).

4.2.4. Execute **and amend** contract or MOU with level 2 EVSE vendor(s) as needed. BSL will directly purchase and install their own equipment, so contracting will likely only be needed for library chargers **and chargers at other city facilities**. Negotiate EVSE maintenance plan.

4.2.5. Install approximately ~~2016~~chargers across ~~five~~**four** library locations, ~~and~~ at least ~~3025~~ L2 EVSE at **parks, and approximately 75 L2 EVSE at** curbside streetlight charging locations.

4.2.6. Energize and commission chargers.

4.3. Conduct a feasibility assessment for installation of chargers. All necessary permits for installation of chargers will be obtained from the Los Angeles Department of Building and Safety (LADBS). All permits will be acquired within 12 months of grant **amendment** execution unless a new timeline is determined in consultation with CARB.

4.4. Execute a training curriculum, followed by a paid internship program for approximately 30 participants with hands-on training on troubleshooting, maintaining, and commissioning EV charging infrastructure. This program will focus on the BlueLA charging station infrastructure, but will also be employed more broadly to other public charging stations in the City of LA. This training and internship program will be conducted by a subcontractor in partnership with the Los Angeles Cleantech Incubator (LACI). Participants will earn their National Fire Protection Association Standard for Electric Safety in the Workplace (NFPA 70-E) certification (electrical safety). This training will provide career pathways into LACI start-ups, partner organizations, and International

Brotherhood of Electrical Workers (IBEW) Local 11 electrician-based apprenticeship programs for upward mobility.

### **Task 5. Stakeholder engagement & outreach**

Stakeholder engagement will include representation from local Community Based Organizations (CBO), as well as capacity building for area residents to serve an advisory role on the project. Selected residents will receive training and mentorship to support role on Resident Advisory Committee (RAC). Duties for residents and CBO representatives will include guidance and input on outreach events, communication of project developments to community, and recommendations as appropriate on technical components including, but not limited to, site selection or design aspects. CicLAvia open street events serve as testing and onboarding platforms for the STEP-funded projects, as well as venues for data collection, community feedback, and outreach and recruitment for the Community Stakeholder Structure.

5.1. South Los Angeles Transit Empowerment Zone (SLATE-Z) stakeholder outreach and engagement. Follow the community engagement, outreach, and education requirements in subtasks 1.4 and 1.5.

5.1.1. Conduct RAC training.

5.1.1.1. Develop training curriculum and recruit cohort 1.

5.1.1.2. Conduct approximately three-month training with cohort 1 (approximately 5 to 10 members). Continue offering support, mentoring, and coaching cohort members during their tenure on the Steering Committee.

5.1.1.3. Recruit cohort 2.

5.1.1.4. Conduct approximately three-month training with cohort 2 (approximately 5 to 10 members). Continue offering support, mentoring, and coaching cohort members during their tenure on the Steering Committee.

**5.1.1.5. Develop training curriculum and recruit cohort 3.**

**5.1.1.6. Conduct approximately three-month training with cohort 3 (approximately 5 to 10 members). Continue offering support, mentoring, and coaching cohort members during their tenure on the Steering Committee.**

**5.1.1.7. Convene all three cohorts of RAC members, if possible, to assess their experience with the RAC, Steering Committee,**

**the STEP projects, and current engagement in mobility, climate, greenhouse gas reduction, and related efforts moving forward.**

5.1.2. Create and convene steering committee **and jobs and transit workgroups**, which will include CBO representatives, RAC members, Community Partners identified in the proposal, and the Subgrantees.

5.1.2.1. Appoint initial steering committee and assign members to subcommittees that will focus on items such as outreach events and specific project implementation (e.g., site selection, outreach strategies, and/or design elements).

5.1.2.2. Hold first steering committee meeting.

5.1.2.3. Convene bi-monthly steering committee meetings on an ongoing basis.

**5.1.2.4. Convene bi-monthly jobs and transit workgroup meetings on an ongoing basis.**

5.1.3. Develop and implement CBO ambassador program, which will hire **approximately six** CBOs to assist with outreach and engagement related to project-specific implementation. Examples could include, but are not limited to, street team canvassing, pop-up events, street interventions, marketing campaigns, and information sessions

5.1.3.1. Develop scope of work for CBO engagement and procure materials to support events and outreach (e.g., surveys, canvassing, social media, focus groups, town halls) based on plans developed for Task 1.5.

5.1.3.2. Launch **two rounds of** RFPs for **approximately six** CBOs **total** interested in participating in the collaborative stakeholder/decision-making structure and program outreach, review bids, and select vendor(s).

5.1.3.3. Finalize **two rounds of** agreements with CBOs, **for a total of six CBO ambassadors.**

5.1.3.4. Conduct CBO engagement.

5.1.4. Develop and implement youth ambassador program **with at least 15 participants**. The youth ambassador program is an educational program targeted to high school youth and young adults (e.g., recent high school graduates). Educational modules include hands-on

activities/projects that will be designed to connect with STEP's community outreach activities. A project-specific curriculum will be developed to prepare the youth to support the identified community outreach activities and objectives. Students will be enrolled at the Los Angeles Trade Technical College (LATTC).

5.1.4.1. Develop youth ambassador program pilot plans, including items such as a curriculum, teacher playbook. The curriculum may include topics such as: sustainable transportation, environmental justice (including using GIS and data to identify impacted communities), community/peer organizing and engagement, catalytic youth leadership, and specific skills related to participating in quick build projects. Design recruitment strategy.

5.1.4.2. Implement youth ambassador program **for at least 15 participants** in partnership with LATTC. This would integrate LATTC youth employment curriculum with outreach efforts (ongoing for individual electric mobility projects and tied to subtask 5.2 and Task 6).

5.2. CicLAvia outreach and engagement. Follow the community engagement, outreach, and education requirements in subtasks 1.4 and 1.5.

5.2.1. Plan CicLAvia events.

5.2.1.1. Conduct route assessment and stakeholder engagement to mitigate route impacts.

5.2.1.2. Secure route permits for ~~fall 2022~~ CicLAvia events.

5.2.2. Implement **3 large-scale** CicLAvia events.

5.2.2.1. Support Metro-funded CicLAvia, recruit for participation in RAC, and beta test for mobility programs.

5.2.2.2. Conduct outreach, execute, and document the South LA CicLAvia event.

## **Task 6. Quick-build active streets**

Quick-build active streets encompasses engagement, community-based design exercises, pop-up demonstrations, and implementation of quick-build street safety elements in the STEP Community. The project will collaboratively design, test, and implement low-stress street routes that support other STEP project components and access to key destinations. Key deliverables may include safety education programming, community bicycle rides to identify connectivity improvements needed,

pop-up safety demonstrations, and implementation of infrastructure projects along specific street corridors, such as quick-build traffic calming, wayfinding, and active mobility infrastructure.

6.1. Develop project plan for planning, engagement and educational activities following the community engagement, outreach, and education requirements in subtasks 1.4 and 1.5, for submission to CARB for review.

6.2 Conduct planning, engagement and education. Convene working group; develop and deliver ~~threeone~~ safety education programming events, ~~threeone~~ route rides, and ~~threetwo~~ design labs; and conduct other engagement activities as necessary.

6.3. Develop conceptual plans, initial feasibility review for toolkit items, and list of materials for procurement. Develop site plans and evaluation metrics for pop-up demonstrations. Implement two one-day pop-up events at up to 5 locations subject to community prioritization in collaboration with engagement partners.

6.4. Create final engineering and design plans for implementation of quick-build traffic calming treatments.

6.5. Implement quick-build design treatments at ~~up to~~ **approximately 5** locations subject to community prioritization, including striping, signage, bollards, and other temporary elements to improve street safety.

#### **Task 7. Rail to Rail first mile – last mile**

This project includes street enhancements that will facilitate safe and comfortable pedestrian and bicycle connections between the future Rail to Rail Active Transportation Corridor and the Crenshaw/LAX Fairview Heights Station. Street enhancements may include improved signage and wayfinding markers, paving, striping, sidewalks, ADA ramps, and street lighting among other improvements. This task closes an approximately one-half mile gap between the County's first urban rails to trails project and a new light rail station.

7.1. Perform community and stakeholder engagement, surveys, utility location, and early design for the bikeway connection and pedestrian improvements.

7.2. Once community and stakeholder engagement yields a design for the bikeway, finalize the project design. Perform any additional field surveys to support final design and work with departments to achieve plan approval.

7.3. Construct the active transportation infrastructure. This may include paving, striping, signage, traffic control, lighting/CCTV/signals, utilities/drainage, landscape, etc.



## Task 8. Zero-emission delivery solutions

The Zero-emission Delivery (ZED) program will deploy delivery technology and services to address both the needs of local businesses within the STEP Community that will adopt the delivery solutions and integrate them into their delivery business and the needs of delivery workers who will use the delivery solutions deployed to fulfill last-mile delivery orders. Delivery workers will either work directly for local businesses or contract through delivery service companies, such as Uber Eats or DoorDash. The program will be community-informed and last at least 24 months. Approximately 5-10 local businesses and 10-20 delivery workers are expected to participate in this pilot.

Zero-emission technology and service options will be determined based on community input and may include, but are not limited to, some of the options below:

- A fleet of 10 e-courier bikes
- A fleet of 5 e-cargo bikes, 5 e-bikes with trailers, or 3-5 EVs
- Zero-emission hub with multi-modal options, such as: two-port L2 EV charger, e-bike storage and charging infrastructure, 1-2 EV truck rentals, and 1 delivery locker bank
- DCFC for delivery drivers with EVs. DCFC deployment will depend upon utility rebate availability and cost share.
- Light-duty EV rental options for gig drivers

8.1. Obtain feedback from local businesses and the delivery workforce to develop a community needs assessment. Develop a ZED program implementation plan that identifies the zero-emission technology and service options that will be offered through the ZED program. The implementation plan must be approved by CARB before implementation of the ZED program may continue.

8.2. Select the ZED service technology and service providers, finalize the program design, and execute contracts.

8.3. Install ZED infrastructure (as necessary), procure ZED service technology, and finalize program operations.

8.4. Operate and maintain the ZED program for 24 months.

8.4.1. Deploy selected ZED program elements based on community needs assessment.

8.4.2. Test and adjust ZED program elements. Collect and report qualitative and quantitative data on ZED program outcomes.

Attachment III – Task and Disbursement Schedule

Grantee: Los Angeles Department of Transportation  
 Project: South Los Angeles Universal Basic Mobility Pilot Program  
 Grant Number: **STEP-IG-02,01**

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
<del>Task 1</del>	<del>Proposal administration</del>	<del>5/15/21</del>	<del>11/30/21</del>	<del>Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports</del>	<del>\$20,000.00</del>
<del>Task 5.2</del>	<del>CicLAvia outreach and engagement</del>	<del>7/1/21</del>	<del>11/30/21</del>	<del>Initial draft of outreach materials</del>	<del>\$25,000.00</del>
<del>Task 6.1</del>	<del>Develop quick build active streets project plan</del>	<del>6/1/21</del>	<del>9/1/21</del>	<del>Quick build active streets plan</del>	<del>\$48,437.00</del>
<del>-</del>	<del>Disbursement request #1</del>	<del>-</del>	<del>1/31/2211/30/21</del>	<del>-</del>	<del>\$93,437.00</del>

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
<del>Task 1</del>	<del>Proposal administration</del>	<del>5/15/21</del> <del>2/1/21</del>	<del>3/31/22</del> <del>2/28</del>	<del>Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports</del>	<del>\$59,529.41</del> <del>30,000.00</del>
<del>Task 3.1</del>	<del>Implement e-bike library E-bike training &amp;</del>	<del>12/1/21</del> <del>15/21</del>	<del>2/28/22</del>	<del>Recruitment and RFP for e-bike procurement, selected operator</del>	<del>\$228,361.04</del> <del>60,000.00</del>

	<u>implement e-bike library</u>			<u>and operations, executed agreement with vendor(s)</u> <u>Documentation of Technical Bootcamp for E-bike Maintenance and internships, which may include recruitment and training materials, schedule, sign-ups, and certificates of completion.</u> <u>Community Engagement summary, Commercial Corridor sectoral analysis and Vendor Application draft for e-bike library.</u>	
Task 5.1	<u>Develop Steering Committee and RAC structure and recruit first RAC cohort</u>	<u>12/1/21</u>	<u>3/31/22</u>	<u>Methods of outreach, documentation of RAC training materials, documentation of completion of RAC cohort(s), copy of curriculum and steering committee meetings, which may include agendas, event location, number of participants, sign-in sheets, and meeting notes</u>	<u>\$93,500.00</u>
Task 5.2	<u>First CicLAvia event and planning and coordination for CicLAvia outreach and engagement</u>	<u>12/1/21</u>	<u><del>3/31/22</del> 2/28/22</u>	Permits and outreach materials. Documentation of CicLAvia events, which may include sign-in sheets, photos taken at events, and event handouts/flyers.	<u><del>\$7550,000.00</del></u>

<b>Task 6.1</b>	<b>Develop quick-build active streets project plan</b>	<b>6/1/21</b>	<b>1/31/22</b>	<b>Sub-contractors identified in Partnership Structure and issue LADOT retainer invoices for work</b>	<b>\$0 (covered by resource contribution)</b>
<del>Task 6.2</del>	<del>Conduct planning, engagement, and education for quick-build active streets</del>	<del>9/1/21</del>	<del>12/31/22</del>	<del>Documentation for outreach and engagement activities, which may include sign in sheets, photos taken at events, and event handouts/flyers.</del>	<del>\$48,438.00</del>
	<b>Disbursement request #21</b>		<b>3/31/22/28/22</b>		<b>\$456,390.45728,438.00</b>

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	<del>43/1/22</del>	<del>68/30/22</del>	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	<del>\$39,529.4120,000.00</del>
<del>Task 2.1</del>	<del>Integrate mobility wallet software and shared mobility services' backend platforms</del>	<del>6/16/21</del>	<del>8/30/22</del>	<del>Scope of work, solicitation materials, and agreement. Documentation of beta test and enrollment period, vendor selection, and software development.</del>	<del>\$500,000.00</del>
<b>Task 3.1</b>	<b>Implement e-bike Library</b>	<b>3/1/22</b>	<b>5/31/22</b>	<b>Application summary (outreach, # of applications, # of interviews, technical review committee)</b>	<b>\$26,910.00</b>
<b>Task 3.3</b>	<b>First cohort EV maintenance training</b>	<b>2/1/22</b>	<b>6/1/22</b>	<b>Documentation of EV maintenance training for first</b>	<b>\$16,862.00</b>

				<b>cohort and internships, which may include recruitment and training materials, schedule, sign-ups, and certificates of completion</b>	
Task 4.2	<u>Provide at least 20 L2 EVSE at libraries and 30 L2 EVSE at BSL facilities</u>	<u>5/15/21</u>	<u>8/30/22</u>	<u>Interdepartmental MOU, Siting plan, documentation of internal/external outreach, submitted EVSE maintenance plan</u>	<u>\$235,500.00</u>
Task 4.3	<u>Obtain permits for chargers</u>	<u>5/15/21</u>	<u>5/15/22</u>	<u>Documentation of permits</u>	<u>\$0</u>
Task 5.1	<u>Youth ambassador program planning and recruitment CBO and youth ambassador programs</u>	<u><del>2/15/22</del> 31/21</u>	<u><del>4/30/22</del> 30/22</u>	<u>Scope of work for CBO engagement, outreach and engagement materials, RFP for CBOs, agreements with CBOs. Documentation of outreach and engagement activities, which may include sign in sheets, photos taken at events, and event handouts/flyers. Youth ambassador program curriculum/teacher playbook and recruitment strategy. <b>Program sign-ups and recruitment materials.</b> Youth ambassador training materials, list of events, sign in-sheets and events outcomes.</u>	<u><del>\$66,585,000.00</del></u>
Task 5.1	<u>SLATE-Z stakeholder outreach and engagement &amp; first RAC cohort</u>	<u><del>4/1/22</del> 5/21</u>	<u><del>6/30/22</del> 30/22</u>	<u>RAC training materials. Documentation of completion of cohort 1 <b>and steering</b></u>	<u><del>\$87,004.00</del> 171,649.50</u>

				<u>committee meetings, which may include agendas, sign-in sheets, meeting notes, and other meeting materials.</u> and steering committee meetings, which may include agendas, sign-in sheets, meeting notes, and other meeting materials.	
	<b>Disbursement request #32</b>		<b><u>6/30/22</u><del>8/30/22</del></b>		<b><u>\$236,805.41</u><del>1,012,149.50</del></b>

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	<u>7/1/22</u> <del>9/1/22</del>	<u>9/30/22</u> <del>2/28/23</del>	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	<u>\$39,529.41</u> <del>20,000.00</del>
<b>Task 3.1</b>	<b>Implement e-bike library</b>	<b><u>6/1/22</u></b>	<b><u>8/31/22</u></b>	<b><u>Technology vendor contract for e-bikes including adaptive micromobility and operations and maintenance</u></b>	<b><u>\$475,910.00</u></b>
Task 3.3	EV maintenance training	<u>6/2/1/22</u>	<u>9/30/22</u> <del>12/31/22</del>	Documentation of EV maintenance training <b><u>second term courses</u></b> for first cohort and internships, which may include recruitment and training materials, schedule, sign-ups, and certificates of completion	<u>\$92,927.40</u> <del>60,455.00</del>
<b>Task 4.2</b>	<b>Provide 30 BSL chargers</b>	<b><u>10/15/21</u></b>	<b><u>8/30/22</u></b>	<b><u>Interdepartmental MOU, Siting plan, documentation of</u></b>	<b><u>\$240,000.00</u></b>

				<u>internal/external outreach, submitted EVSE maintenance plan, and documentation of site visits, which may include photos and plans. Documentation of charger installations, which may include photos.</u>	
Task 7.1	Planning & preliminary design of Rail to Rail first mile – last mile project	3/1/22	9/30/22	Plans and preliminary designs	\$0 (covered by resource contribution)
<del>Task 7.2</del>	<del>Final design of Rail to Rail first mile – last mile project</del>	<del>3/1/22</del>	<del>2/28/23</del>	<del>Final designs</del>	<del>\$0 (covered by resource contribution)</del>
<del>Task 5.2</del>	<del>CicLAvia outreach and engagement</del>	<del>4/1/22</del>	<del>2/28/23</del>	<del>Permits and outreach materials. Documentation of CicLAvia events, which may include sign-in sheets, photos taken at events, and event handouts/flyers.</del>	<del>\$100,000.00</del>
	<b>Disbursement request #43</b>		<b>9/30/22/28/23</b>		<b>\$815,894.412 12,927.43</b>

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	<del>10/1/223/1/23</del>	<del>12/31/225/31/23</del>	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	<del>\$39,529.4118, 195.60</del>

Task 3.1	Implement e-bike library	<del>9</del> 6/1/22	<del>12/31/22</del> <sup>5/31/23</sup> <del>1/23</del>	<p><del>Feasibility study and recommendations for program deployment. <b>Documentation of procurement of e-bikes and services verification (images). Pre-enrollment list.</b></del></p> <p><del>Documentation of first year of e-bike library implementation, vendor selection, procurement of e-bikes, subscriber progress, and bike maintenance records.</del></p> <p>Proof of insurance for e-bikes (provided to CARB prior to e-bike library implementation).</p>	<p><del>\$475,910.00</del><sup>44</sup> 0,000.00</p>
<del>Task 3.3</del>	<del>Electric vehicle carshare expansion</del>	<del>6/1/22</del>	<del>5/31/23</del>	<p><del>Service contract(s) and Documentation of EV car share first year operations, which may include number of trips, number of riders and maintenance issues. Proof of insurance for carshare vehicles (provided to CARB prior to carshare expansion implementation).</del></p>	<del>\$317,500.00</del>
Task 4.1	Create one DC Fast Charger Plaza hub with 4 charge ports	5/15/21	3/1/23	<p><del>Executed contract and submitted maintenance plan. Documentation of site visits, which may include Photos and/or site plans. Documentation of installation, which may include photos and site plans.</del></p>	\$125,000.00



Task 4.4	<u>EV charging infrastructure training</u>	<u>9/1/22</u>	<u>12/31/22</u>	<u>Recruitment and training materials, training schedule and curriculum, training sign-ups, certificates of completion</u>	<u>\$219,526.52</u>
Task 5.1	<u>SLATE-Z stakeholder engagement and outreach, first RAC cohort, recruit second RAC cohort, &amp; start first round of CBO ambassador program</u>	<u>7/1/22</u>	<u>12/31/22</u>	<u>Documentation of steering committee meetings and transit and jobs workgroups, which may include agendas, sign-in sheets, meeting notes, and other meeting materials. RFPs, scopes of work, initial agreements, and other materials for first round of CBO ambassador program. Documentation of outreach and engagement activities, including with first RAC cohort, which may include sign-in sheets, photos taken at events, and event handouts/flyers. Documentation of recruitment of second RAC cohort, which may include training materials, handouts/flyers, and other materials.</u>	<u>\$98,203.00</u>
Task 6.2	<u>Conduct planning, engagement and education, including one design lab and two route rides</u>	<u>8/1/22</u>	<u>12/31/22</u>	<u>Documentation for outreach and engagement activities, including first and second design lab and two community rides, which may include agendas, sign-in sheets /</u>	<u>\$59,438.00</u>

				<u>participant lists, photos taken at events, and event handouts/flyers.</u>	
	<b>Disbursement request #54</b>		<b>12/31/225/3 1/23</b>		<b>\$892,606.9392 2,500.00</b>

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	<u>16/1/23</u>	<u>38/31/23</u>	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	<del>\$39,529.4130,</del> <del>000.00</del>
Task 2.1	<u>Integrate mobility wallet software and shared mobility services' backend platforms</u>	<u>6/16/21</u>	<u>3/31/23</u>	<u>Scope of work, solicitation materials, and agreement. Documentation of beta test and enrollment period, vendor selection, and software development.</u>	<u>\$500,000.00</u>
Task 3.1	<u>Implement first year of e-bike library</u>	<u>1/1/23</u>	<u>3/31/23</u>	<u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments.</u>	<u>\$119,709.00</u>
Task 3.3	<u>First &amp; second cohort EV maintenance training</u>	<u>10/1/22</u>	<u>2/28/23</u>	<u>Documentation of EV maintenance training and internships for end of first and start of second cohorts, which may include recruitment and</u>	<u>\$66,080.00</u>

				<u>training materials, schedule, sign-ups, and certificates of completion</u>	
<u>Task 4.1</u>	<u>Create first DC Fast Charger Plaza hubs with 4 charge ports each</u>	<u>5/15/22</u>	<u>3/1/23</u>	<u>Executed contract and submitted maintenance plan. Documentation of site visits, which may include photos and/or site plans. Documentation of permits. Documentation of installation, which may include photos and site plans.</u>	<u>\$125,000.00</u>
<u>Task 5.2</u>	<u>Second CicLAvia event</u>	<u>4/1/22</u>	<u>2/28/23</u>	<u>Permits and outreach materials. Documentation of CicLAvia events, which may include sign-in sheets, photos taken at events, and event handouts/flyers.</u>	<u>\$100,000.00</u>
<u>Task 7.2</u>	<u>Final design of Rail to Rail first mile – last mile project</u>	<u>3/1/22</u>	<u>2/28/23</u>	<u>Final designs</u>	<u>\$0 (covered by resource contribution)</u>
<u>Task 8.1</u>	<u>Zero Emissions Delivery</u>	<u>1/1/23</u>	<u>2/28/23</u>	<u>Business and Delivery Community Engagement Summary with Commercial Corridor sectoral analysis. Vendor and Business Applications Drafts.</u>	<u>\$21,817.00</u>
<u>Task 3.2</u>	<u>Pilot electric on-demand community shuttle</u>	<u>3/1/22</u>	<u>8/31/23</u>	<u>Turnkey operator procurement materials and agreement. 6-month report on service, which may include number of trips, number of riders, days of</u>	<u>\$520,000.00</u>

				<del>operations and any maintenance issues. Proof of insurance for shuttles (provided to CARB prior to shuttle implementation).</del>	
<del>Task 4.2</del>	<del>Provide at least 20 L2 EVSE at libraries and 30 L2 EVSE at BSL facilities</del>	<del>5/15/21</del>	<del>6/30/23</del>	<del>Interdepartmental MOU, Siting plan, documentation of internal/external outreach, submitted EVSE maintenance plan, and documentation of site visits, which may include photos and plans. Contract amendment with level 2 EVSE vendor(s) (if applicable). Documentation of charger installations, which may include photos.</del>	<del>\$235,500.00</del>
<del>Task 4.4</del>	<del>Workforce development – EVSE technicians</del>	<del>5/15/21</del>	<del>6/30/23</del>	<del>Training curriculum and cohort certification (i.e. summary memo)</del>	<del>\$120,000.00</del>
	<b>Disbursement request #65</b>		<b>38/31/23</b>		<b>\$972,135.419 00,695.60</b>

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	<del>4</del> 9/1/23	<del>6</del> 11/30/23	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	<del>\$39,529.4120,</del> 000.00
<del>Task 2.2</del>	<del>Implement subsidy for transit and shared mobility</del>	<del>9/1/22</del>	<del>11/30/23</del>	<del>Documentation of mobility wallet pilot, including</del>	<del>\$256,770.00</del>

				<u>subscriber progress and usage information.</u>	
<u>Task 3.1</u>	<u>Implement first year of e-bike library</u>	<u>4/1/23</u>	<u>6/30/23</u>	<u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments.</u>	<u>\$119,709.00</u>
<u>Task 3.3</u>	<u>Electric vehicle carshare expansion</u>	<u>6/1/22</u>	<u>5/31/23</u>	<u>Service contract(s) and documentation of EV car share first year operations, which may include number of trips, number of riders and maintenance issues. Proof of insurance for carshare vehicles (provided to CARB prior to carshare expansion implementation).</u>	<u>\$635,000.00</u>
<u>Task 4.3</u>	<u>Obtain permits for all EVSE within 1 year of grant amendment execution</u>	<u>9/1/22</u>	<u>5/31/23</u>	<u>Documentation of permits</u>	<u>\$0</u>
<u>Task 5.1</u>	<u>SLATE-Z stakeholder engagement and outreach, second RAC cohort, &amp; start second round of CBO ambassador program</u>	<u>1/1/23</u>	<u>6/30/23</u>	<u>Documentation of steering committee meetings and transit and jobs workgroups, which may include agendas, sign-in sheets, meeting notes, and other meeting materials. RFPs, scopes of work, initial agreements, and other materials for second round of</u>	<u>\$186,814.00</u>

				<u>CBO ambassador program. Documentation of outreach and engagement activities, including with second RAC cohort, which may include sign-in sheets, photos taken at events, and event handouts/flyers.</u>	
<u>Task 6.2</u>	<u>Conduct planning, engagement and education for quick-build active streets, including community design review</u>	<u>1/1/23</u>	<u>6/30/23</u>	<u>Community design review agenda, outreach materials, list of participants</u>	<u>\$18,000.00</u>
<u>Task 8.1</u>	<u>Zero-emission delivery solutions</u>	<u>3/1/23</u>	<u>6/30/23</u>	<u>Application summaries (outreach, # of applications, # of interviews, technical review committee, etc.) Selected ZED vendor and business list.</u>	<u>\$21,817.00</u>
	<u>Disbursement request #76</u>		<u>6/11/30/23</u>		<u>\$1,020,869.41</u> <u>276,770.00</u>

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	<del>7/1/23</del>	<del>9/30/23</del> <del>2/29/24</del>	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	<del>\$39,529.41</del> <del>20,000.00</del>
<u>Task 3.1</u>	<u>Implement first year of e-bike library</u>	<u>7/1/23</u>	<u>9/30/23</u>	<u>Quarterly operations and maintenance report, which may include subscriber</u>	<u>\$119,709.00</u>

				<u>progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments.</u>	
<b>Task 8.2</b>	<b>Zero-emission delivery solutions</b>	<b>7/1/23</b>	<b>9/30/23</b>	<b>ZED vendor and business contracts. Infrastructure construction progress report (if necessary).</b>	<b>\$124,817.00</b>
<del>Task 3.2</del>	<del>Pilot electric on-demand community shuttle</del>	<del>3/1/22</del>	<del>2/29/24</del>	<del>Turnkey operator procurement materials and agreement. Documentation of service, one-year report, which may include number of trips, number of riders, days of operations and any maintenance issues.</del>	<del>\$520,000.00</del>
<del>Task 6.3</del>	<del>Develop materials and plans in preparation for pop-up demonstrations and implement one-day pop-up demonstrations</del>	<del>1/1/23</del>	<del>12/31/23</del>	<del>Conceptual plans, initial feasibility review, list of materials for procurement, site plans, and evaluation metrics. Documentation of pop-up events, which may include sign-in sheets, photos taken at events, and event handouts/flyers.</del>	<del>\$0 (covered by resource contribution)</del>
<del>Task 7.3</del>	<del>Rail to rail construction</del>	<del>3/1/23</del>	<del>12/20/23</del>	<del>Preliminary design, final design and completion of construction.</del>	<del>\$500,000.00</del>
	<b>Disbursement request #87</b>		<b>9/30/23-29/24</b>		<b>\$284,055.414,040,000.00</b>

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
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Task 1	Proposal administration	<del>10/1/23</del> 1/24	<del>12/31/23</del> 1/24	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	<del>\$39,529.41</del> 000.00
Task 3.1	Implement <u>second year of e-bike library</u>	<del>10</del> 6/1/23	<del>12/31/23</del> 1/24	<del>Documentation of second year of e-bike library implementation, which may include subscriber progress and bike maintenance records</del> <u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments.</u>	<del>0,000.00</del> \$119,709.0044
Task 4.2	<u>Provide at least 16 L2 library chargers</u>	10/15/21	12/30/23	<u>Interdepartmental MOU, Siting plan, documentation of internal/external outreach, submitted EVSE maintenance plan, and documentation of site visits, which may include photos and plans. Contract amendment with level 2 EVSE vendor(s) (if applicable). Documentation of charger installations, which may include photos.</u>	\$347,266.00
Task 5.1	<u>SLATE-Z stakeholder engagement and outreach, second RAC</u>	7/1/23	12/31/23	<u>Documentation of steering committee meetings and transit and jobs workgroups.</u>	\$121,814.00



	<u>cohort, recruit third RAC cohort, &amp; first round of CBO ambassador program</u>			<u>which may include agendas, sign-in sheets, meeting notes, and other meeting materials. Documentation of outreach and engagement activities, including with second RAC cohort and first round of CBO ambassador program, which may include sign-in sheets, photos taken at events, and event handouts/flyers. Documentation of recruitment of third RAC cohort, which may include training materials, handouts/flyers, and other materials.</u>	
<u>Task 5.2</u>	<u>Third CicLAvia event &amp; quick-build outreach</u>	<u>3/1/23</u>	<u>10/31/23</u>	<u>Permits and outreach materials. Documentation of CicLAvia and quick-build events, which may include sign-in sheets, photos taken at events, and event handouts/flyers.</u>	<u>\$75,000.00</u>
<u>Task 6.3</u>	<u>Develop materials and plans in preparation for pop-up demonstrations and implement one-day pop-up demonstrations</u>	<u>9/1/23</u>	<u>12/31/23</u>	<u>Conceptual plans, initial feasibility review, list of materials for procurement, site plans, and evaluation metrics. Documentation of pop-up events, which may include sign-in sheets, photos taken at events, and event handouts/flyers.</u>	<u>\$48,438.00</u>

<u>Task 7.3</u>	<u>Rail to rail construction</u>	<u>3/1/23</u>	<u>12/20/23</u>	<u>Preliminary design, final design and completion of construction.</u>	<u>\$1,017,000.00</u>
<u>Task 8.3</u>	<u>Zero-emission delivery solutions</u>	<u>10/1/23</u>	<u>12/31/23</u>	<u>Technology procurement and infrastructure installation verification (images)</u>	<u>\$124,817.00</u>
<u>Task 3.3</u>	<u>Electric vehicle carshare expansion</u>	<u>6/1/23</u>	<u>5/31/24</u>	<u>Service contract(s) and Documentation of second year operations, which may include number of trips, number of riders and maintenance issues.</u>	<u>\$317,500.00</u>
<u>Task 6.4</u>	<u>Create final engineering and design plans for quick-build active infrastructure</u>	<u>9/1/23</u>	<u>3/30/24</u>	<u>Final engineering and design plans</u>	<u>\$0 (covered by resource contribution)</u>
	<b>Disbursement request #98</b>		<b>12/31/235/31/24</b>		<b>\$1,893,573.41 777,500.00</b>

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	<u>16/1/24</u>	<u>38/31/24</u>	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	<u>\$39,529.41</u> <del>20,000.00</del>
<u>Task 2.2</u>	<u>Implement subsidy for transit and shared mobility</u>	<u>9/1/22</u>	<u>3/31/24</u>	<u>Documentation of mobility wallet pilot, including subscriber progress and usage information. Final data on full at least 5,000-person mobility wallet pilot.</u>	<u>\$2,067,080.00</u>

<u>Task 3.1</u>	<u>Implement second year of e-bike library</u>	<u>1/1/24</u>	<u>3/31/24</u>	<u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments.</u>	<u>\$119,709.00</u>
<u>Task 4.1</u>	<u>Created second DC Fast Charger Plaza hub with 4 charge ports</u>	<u>5/15/23</u>	<u>3/1/24</u>	<u>Executed contract and submitted maintenance plan. Documentation of site visits, which may include photos and/or site plans. Documentation of installation, which may include photos and site plans.</u>	<u>\$125,000.00</u>
<u>Task 6.4</u>	<u>Create final engineering and design plans for quick-build active infrastructure</u>	<u>9/1/23</u>	<u>3/31/24</u>	<u>Final engineering and design plans</u>	<u>\$100,000.00</u>
<u>Task 8.4</u>	<u>Zero-emission delivery solutions</u>	<u>1/1/24</u>	<u>3/31/24</u>	<u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments</u>	<u>\$45,670.00</u>
<u>Task 3.3</u>	<u>EV maintenance training</u>	<u>8/1/23</u>	<u>6/15/24</u>	<u>Documentation of EV maintenance training for second cohort and internships, which may include recruitment and training materials,</u>	<u>\$92,927.00</u>

				<u>schedule, sign-ups, and certificates of completion</u>	
<u>Task 6.5</u>	<u>Implement quick build design treatments.</u>	<u>1/1/24</u>	<u>6/30/24</u>	<u>Photo documentation, completion report</u>	<u>\$403,125.00</u>
	<b>Disbursement request #109</b>		<b><u>38/31/24</u></b>		<b><u>\$2,496,988.41</u></b> <b><u>516,052.44</u></b>

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	<del>49/1/24</del>	<del>6/11/30/24</del>	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	<del>\$39,529.41</del> <del>000.00</del>
<u>Task 3.1</u>	<u>Implement second year of e-bike library</u>	<u>4/1/24</u>	<u>6/30/24</u>	<b><u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments.</u></b>	<b><u>\$119,709.00</u></b>
<u>Task 5.1</u>	<u>CBO and youth ambassador programs</u>	<u>9/1/22</u>	<u>11/30/24</u>	<u>Scope of work for CBO engagement, outreach and engagement materials, Documentation of outreach and engagement activities, which may include sign-in sheets, photos taken at events, and event handouts/flyers. Youth ambassador program curriculum/teacher playbook</u>	<u>\$85,000.00</u>

				and recruitment strategy. Documentation for implementation of youth ambassador program, which may include youth ambassador training materials, list of events, sign-in sheets and events outcome.	
Task 3.3	Electric vehicle carshare expansion	6/1/24	5/31/24 11/30/24	Service contract(s) and Documentation of second year operations, which may include number of trips, number of riders and maintenance issues.	\$635,000.00 <del>7,500.00</del>
Task 5.1	SLATE-Z stakeholder engagement and outreach, third RAC cohort, & second round of CBO ambassador program	1/1/24	6/30/24	Documentation of steering committee meetings and transit and jobs workgroups, which may include agendas, sign-in sheets, meeting notes, and other meeting materials. Documentation of outreach and engagement activities, including with third RAC cohort and second round of CBO ambassador program, which may include sign-in sheets, photos taken at events, and event handouts/flyers.	\$196,814.00

<b>Task 6.2</b>	<b><u>Conduct planning, engagement and education for quick-build active infrastructure</u></b>	<b><u>6/1/24</u></b>	<b><u>6/30/24</u></b>	<b><u>Documentation of 3<sup>rd</sup> community bike ride, which may include sign-in sheets, photos taken at events, and event handouts/flyers.</u></b>	<b><u>\$5,000.00</u></b>
<b>Task 6.5</b>	<b><u>Implement quick-build design treatments</u></b>	<b><u>9/1/23</u></b>	<b><u>6/30/24</u></b>	<b><u>Photo documentation, completion report</u></b>	<b><u>\$323,124.00</u></b>
<b>Task 8.4</b>	<b><u>Zero-emission delivery solutions</u></b>	<b><u>4/1/24</u></b>	<b><u>6/30/24</u></b>	<b><u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments</u></b>	<b><u>\$45,670.00</u></b>
	<b><u>Disbursement request #1110</u></b>		<b><u>6/30/24</u></b>		<b><u>\$1,364,846.41</u></b> <b><u>422,500.00</u></b>

	<b>Description</b>	<b>Expected Start Date</b>	<b>Expected Completion Date</b>	<b>Deliverables (if applicable)</b>	<b>Request for STEP Funds</b>
<b>Task 1</b>	<b>Proposal administration</b>	<b><u>7/1/24</u></b>	<b><u>9/30/24</u></b> <del>2/28/25</del>	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	<b><u>\$39,529.41</u></b> <del>151.53</del>
<b>Task 3.1</b>	<b><u>Implement second year of e-bike library</u></b>	<b><u>7/1/24</u></b>	<b><u>9/30/24</u></b>	<b><u>Quarterly operations and maintenance report, which may include subscriber progress, use data,</u></b>	<b><u>\$119,709.00</u></b>

				<u>maintenance records, documentation of feedback, &amp; related program adjustments.</u>	
<u>Task 3.2</u>	<u>Pilot electric on-demand community shuttle</u>	<u>7/1/23</u>	<u>7/1/24</u>	<u>Turnkey operator procurement materials and agreement. Documentation of service, one-year report, which may include number of trips, number of riders, days of operations and any maintenance issues.</u>	<u>\$1,040,000.00</u>
<u>Task 8.4</u>	<u>Zero-emission delivery solutions</u>	<u>7/1/24</u>	<u>9/30/24</u>	<u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments</u>	<u>\$45,670.00</u>
<u>Task 5.1</u>	<u>SLATE Z stakeholder outreach and engagement</u>	<u>9/1/22</u>	<u>12/31/24</u>	<u>RAC training materials; Documentation of training materials and steering committee meetings, which may include agendas, sign-in sheets, meeting notes, and other meeting materials.</u>	<u>\$171,649.50</u>
	<b>Disbursement request #1211</b>		<b>9/30/24</b> <b>2/28</b> <b>/25</b>		<b>\$1,244,908.41</b> <b>191,801.03</b>

	<u>Description</u>	<u>Expected Start Date</u>	<u>Expected Completion Date</u>	<u>Deliverables (if applicable)</u>	<u>Request for STEP Funds</u>
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<u>Task 1</u>	<u>Proposal administration</u>	<u>10/1/24</u>	<u>12/31/24</u>	<u>Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports</u>	<u>\$39,529.41</u>
<u>Task 3.1</u>	<u>Implement e-bike Library</u>	<u>10/1/24</u>	<u>12/31/24</u>	<u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments.</u>	<u>\$119,711.00</u>
<u>Task 3.3</u>	<u>Electric vehicle carshare expansion</u>	<u>6/1/24</u>	<u>11/30/24</u>	<u>Service contract(s) and Documentation of second year operations, which may include number of trips, number of riders and maintenance issues.</u>	<u>\$635,000.00</u>
<u>Task 3.3</u>	<u>Second cohort EV maintenance training</u>	<u>3/1/23</u>	<u>11/30/24</u>	<u>Documentation of EV maintenance training and internships for second cohort, which may include recruitment and training materials, schedule, sign-ups, and certificates of completion</u>	<u>\$42,457.40</u>
<u>Task 5.1</u>	<u>SLATE-Z stakeholder engagement and outreach, third RAC cohort, &amp; second round of CBO ambassador program</u>	<u>7/1/24</u>	<u>12/31/24</u>	<u>Documentation of steering committee meetings and transit and jobs workgroups, which may include agendas, sign-in sheets, meeting notes, and other meeting materials. Documentation of outreach and engagement activities,</u>	<u>\$121,814.00</u>



				<u>including with third RAC cohort and second round of CBO ambassador program, which may include sign-in sheets, photos taken at events, and event handouts/flyers.</u>	
<u>Task 5.1</u>	<u>Youth ambassador program</u>	<u>1/1/22</u>	<u>11/30/24</u>	<u>Provide revised curriculum/program (if applicable). List of meetings/events and participants, program practices and outcomes.</u>	<u>\$6,150.00</u>
<u>Task 6.2</u>	<u>Conduct planning, engagement and education, including three safety education programming events</u>	<u>9/1/24</u>	<u>12/31/24</u>	<u>Documentation of bicycle safety programming materials from 3 safety events, which may include sign-in sheets, photos taken at events, and event handouts/flyers.</u>	<u>\$30,000.00</u>
<u>Task 8.4</u>	<u>Zero-emission delivery solutions</u>	<u>10/1/24</u>	<u>12/31/24</u>	<u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments</u>	<u>\$45,670.00</u>
<u>-</u>	<u>Disbursement request #12</u>	<u>-</u>	<u>12/31/24</u>	<u>-</u>	<u>\$1,040,331.81</u>

	<u>Description</u>	<u>Expected Start Date</u>	<u>Expected Completion Date</u>	<u>Deliverables (if applicable)</u>	<u>Request for STEP Funds</u>
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<b>Task 1</b>	<b>Proposal administration</b>	<b>1/1/25</b>	<b>3/31/25</b>	<b>Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports</b>	<b>\$39,529.41</b>
<b>Task 8.4</b>	<b>Zero-emission delivery solutions</b>	<b>1/1/25</b>	<b>3/31/25</b>	<b>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments</b>	<b>\$45,670.00</b>
<b>-</b>	<b>Disbursement request #13</b>	<b>-</b>	<b>3/31/25</b>	<b>-</b>	<b>\$85,199.41</b>

	<u>Description</u>	<u>Expected Start Date</u>	<u>Expected Completion Date</u>	<u>Deliverables (if applicable)</u>	<u>Request for STEP Funds</u>
<b>Task 1</b>	<b>Proposal administration</b>	<b>4/1/25</b>	<b>6/30/25</b>	<b>Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports</b>	<b>\$39,529.41</b>
<b>Task 5.1</b>	<b>SLATE-Z stakeholder engagement and outreach</b>	<b>1/1/25</b>	<b>6/30/25</b>	<b>Documentation of steering committee meetings and transit and jobs workgroups, which may include agendas, sign-in sheets, meeting notes, and other meeting materials. Documentation of outreach and engagement activities, which may include sign-in</b>	<b>\$63,539.00</b>

				<u>sheets, photos taken at events, and event handouts/flyers.</u>	
<u>Task 8.4</u>	<u>Zero-emission delivery solutions</u>	<u>4/1/25</u>	<u>6/30/25</u>	<u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments</u>	<u>\$45,670.00</u>
-	<u>Disbursement request #14</u>	-	<u>6/30/25</u>	-	<u>\$148,738.41</u>

	<u>Description</u>	<u>Expected Start Date</u>	<u>Expected Completion Date</u>	<u>Deliverables (if applicable)</u>	<u>Request for STEP Funds</u>
<u>Task 1</u>	<u>Proposal administration</u>	<u>7/1/25</u>	<u>9/30/25</u>	<u>Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports</u>	<u>\$39,529.41</u>
<u>Task 8.4</u>	<u>Zero-emission delivery solutions</u>	<u>7/1/25</u>	<u>9/30/25</u>	<u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments</u>	<u>\$45,670.00</u>
-	<u>Disbursement request #15</u>	-	<u>9/30/25</u>	-	<u>\$85,199.41</u>

	<u>Description</u>	<u>Expected Start Date</u>	<u>Expected Completion Date</u>	<u>Deliverables (if applicable)</u>	<u>Request for STEP Funds</u>
<u>Task 1</u>	<u>Proposal administration</u>	<u>10/1/25</u>	<u>12/31/25</u>	<u>Draft final report, including data collected, meeting agendas and notes, and other info requested by CARB</u>	<u>\$39,529.41</u>
<u>Task 4.2</u>	<u>Provide up to 45 BSL chargers and up to 25 L2 EVSE at parks facilities</u>	<u>7/1/23</u>	<u>12/31/25</u>	<u>Interdepartmental MOU, Siting plan, documentation of internal/external outreach, submitted EVSE maintenance plan, and documentation of site visits, which may include photos and plans. Contract amendment with level 2 EVSE vendor(s) (if applicable). Documentation of charger installations, which may include photos.</u>	<u>\$587,734.00</u>
<u>Task 5.1</u>	<u>SLATE-Z stakeholder engagement and outreach, RAC convening, &amp; quick-build outreach</u>	<u>7/1/25</u>	<u>12/30/25</u>	<u>Documentation of steering committee meetings, transit and jobs workgroups, and convening of all 3 RAC cohorts, which may include agendas, sign-in sheets, meeting notes, and other meeting materials. Documentation of outreach and engagement activities, including quick-build events, which may include sign-in sheets, photos taken at</u>	<u>\$76,294.00</u>

				<u>events, and event handouts/flyers.</u>	
<u>Task 8.4</u>	<u>Zero Emissions Delivery</u>	<u>10/1/25</u>	<u>12/31/25</u>	<u>Quarterly operations and maintenance report, which may include subscriber progress, use data, maintenance records, documentation of feedback, &amp; related program adjustments</u>	<u>\$45,667.72</u>
-	<u>Disbursement request #16</u>	-	<u>12/31/25</u>	-	<u>\$748,991.13</u>

	<u>Description</u>	<u>Expected Start Date</u>	<u>Expected Completion Date</u>	<u>Deliverables (if applicable)</u>	<u>Request for STEP Funds</u>
<u>Task 1</u>	<u>Proposal administration</u>	<u>1/1/26</u>	<u>3/31/26</u>	<u>Final report, revised per CARB feedback</u>	<u>\$39,529.44</u>
-	<u>Disbursement request #17</u>	-	<u>3/31/26</u>	-	<u>\$39,529.44</u>

**Attachment IV – Key Project Personnel**

Grantee: Los Angeles Department of Transportation  
 Project: South Los Angeles Universal Basic Mobility Pilot Program  
 Grant Number: **STEP-IG-02,01**

Role and Name of Entity	Personnel Name and Title	Expected Duties
Grantee  Los Angeles Department of Transportation	Shirin Sadrpour  Environmental Affairs Officer, STEP Grant Program Manager	Act as lead to coordinate implementation. This includes overseeing grant execution, partnership contracting, and financial oversight, LADOT will also be charged with leading specific project implementation including: 1) Procuring and Delivering an On-Demand Shuttle Service, 2) Supporting LACI’s procurement of a Micro-Mobility Fleet and related support and guidance with implementation model, 3) Managing Implementation of Charging for All project, and 4) Supporting Los Angeles County Metropolitan Transportation Authority in Mobility Wallet implementation. LADOT will also work closely with SLATE-Z to implement collaborative decision making structure. LADOT will participate on the Steering Committee and will also lead overall reporting and evaluation of the pilot program.
	Anita Tang  Car Share Program Manager	Coordinate implementation of BlueLA related implementation.
	Joshua Fogelson  Transportation Planning Associate	Leads implementation of On-demand Micro-transit Pilot.
	Janna Smith  Supervising Transportation Planner	Leads mobility wallet integration with LADOT transit services.
	<b>Vanessa Bulkacz</b>	<b>Project Manager, assist with various</b>

Role and Name of Entity	Personnel Name and Title	Expected Duties
	<u>Management Analyst</u>	<u>tasks associated with the STEP project</u>
	<u>Marcel Porras</u> <u>Chief Sustainability Officer</u>	<u>Lead on Universal Basic Mobility pilot strategy</u>
	<u>Vladimir Gallegos</u> <u>GIS Specialist</u>	<u>Assist with data collection and GIS needs</u>
	<u>Jillian Gallard</u> <u>Student Professional Worker</u>	<u>Assist with various tasks associated with the STEP project</u>
Subgrantee CicLAvia	Tafarai Bayne Chief Strategy Officer	Produce 2-3 Open street Interventions in South LA Events. Serve on the governance steering committee and integrate the STEP-funded projects into outreach and engagement plans for the region.
Subgrantee EVgo	Lars Peters Senior Director Business Development, Utilities and Public Agencies	EVgo is committed to Charging for All; that includes working to ensure that historically underserved communities are not left behind in the transition and can enjoy the health, environmental, and economic benefits of a zero emission transportation ecosystem. This work has included not only the implementation of programs such as EACH and Green Raiteros as detailed in EVgo credentials statement, but also working with local community-based organization to develop learnings and engagement strategies to underserved groups. EVgo continues its work to understand and implement actions to addressing historical and current systemic inequities both as an organization internally and as a leading public charging provider.
Subgrantee Los Angeles	Meg Arnold SVP of Market	LACI supports the E-Bike Library project (in particular if used as part of a zero-emission delivery program), leveraging its

Role and Name of Entity	Personnel Name and Title	Expected Duties
Cleantech Incubator (LACI)	Transformation	experience as one of the leading small business incubators in the U.S. to introduce innovative new mobility businesses, along with targeted workforce development and related job creation. LACI is one of the core partners for this STEP application and is an active participant in all decision-making discussions from the scope of the proposal through project implementation.
Subgrantee  Los Angeles County Metropolitan Transportation Authority (LA Metro)	Avital Shavit  Senior Manager, Office of Extraordinary Innovation	Implement Mobility Wallet project. Support LADOT, LACI, SLATE-Z and CicLAvia in community engagement and education. Serve on governance structure Steering Committee.
Subgrantee  Los Angeles Department of Water and Power (LADWP)	Scott Briasco  Electric Transportation Project Manager	DWP will play a lead financing role by providing rebates for all the EVSE projects in the application, and as the utility serving any newly installed electrical infrastructure, will be standing by to help with interconnection and new service requests.
Subgrantee  Los Angeles Mayor's Office	Michael Samulon  Senior Policy Analyst, Mayor's Office of Sustainability	The Mayor's Office will play a coordinating and facilitating role between departments to ensure that no projects are held up due to any internal bureaucratic issues. The Mayor's Office will also help oversee the initial contracting with EVSE companies to ensure that all Department requirements are satisfied to allow for Department PMs to do their implementing jobs.
Subgrantee  Bureau of Street Lighting	Clinton Tsurui  Street Lighting Engineer	BSL will lead installation of street light electric vehicle charging stations as part of the Charging for All project.
Subgrantee  Los Angeles Trade Technical	Jesse Guerra  Director, Transportation	Conduct Electric Vehicle (EV) Technician training and place students in internships, develop and implement an eMobility Youth Ambassador program, and



Role and Name of Entity	Personnel Name and Title	Expected Duties
College (LATTC)	Workforce Institute	coordinate with STEP partners to create articulated workforce development programs and career pathways.
Subgrantee  Mobility Development (MD)	Creighton Randall  CEO	MD will provide technical assistance to LADOT throughout the project, leveraging expertise in planning, procuring, and operating carsharing, bikesharing, and ride-hailing networks. MD will be particularly focused on the three Electric Mobility initiatives but will also interface with Mobility Wallet and CicLAvia components.
Subgrantee  South Los Angeles Transit Empowerment Zone (SLATE-Z)	<del>Zahirah Mann</del> <del>Paul Pulido</del>  Executive Director	Leverage community engagement and convene governance Steering Committee, which will oversee the STEP-funded projects and make implementation decisions. Provide RAC training and youth ambassador training, and develop the CBO ambassador program.
Community Partner  South LA Climate Commons	Otesha Mosely-Bremond  Director, Environmental Awareness, Brotherhood Crusade	Leverage community engagement from Transformative Climate Communities Planning Grant
Community Partner  MoveLA	Eli Lipmen  Deputy Director	Community engagement and advocacy on sustainable transit
Community Partner  Community Coalition	Leslie Johnson  Vice President of Organizational Development	Community engagement, RAC mentoring and training
Community Partner  CD Tech	Benjamin Torres  President and CEO	Community engagement, RAC mentoring and training
Community Partner	Faye Washington	Community engagement and visioning on workforce development with broad reach

<b>Role and Name of Entity</b>	<b>Personnel Name and Title</b>	<b>Expected Duties</b>
YWCA-Greater Los Angeles	President and CEO	across Los Angeles region
Community Partner Para Los Niños	Sam Joo Vice President of Student and Community Services	Leverage Promotoras community engagement network
Community Partner Ride-On! Bike Cooperative	Ade E. Neff Founder	Resident engagement on transit accessibility
Community Partner Community Health Councils	Veronica Flores President and CEO	Community and civic engagement
Community Partner Coalition for Responsible Community Development	Mark Wilson President and CEO	Outreach and workforce development
Community Partner Los Angeles City Council District 8	Kristen Gordon Economic Development Deputy	Community and civic engagement
Community Partner Los Angeles City Council District 9	Sherilyn Correa Director of Planning and Economic Development	Community and civic engagement, workforce and economic development support
Community Partner Los Angeles City Council District 10	Mark Ridley-Thomas Councilmember	Community and civic engagement

Role and Name of Entity	Personnel Name and Title	Expected Duties
Community Partner  Los Angeles County Supervisorial District 1	Martin Reyes  Transportation Deputy	Project implementation guidance and feedback
Community Partner  Los Angeles Public Library	Eloisa Sarao  Facilities and Event Management	Project implementation guidance and feedback
Los Angeles Department of Recreation and Parks	Matthew Rudnick  Matthew.rudnick@la city.org	Project implementation guidance and feedback

**EXHIBIT C**

**GRANTEE PROPOSAL PACKAGE**

CARB will include selected sections of the Grantee's proposal package in this section.

## STEP Implementation Grant Proposal Template

### INSTRUCTIONS tab

<b>INSTRUCTIONS:</b>	<p>This proposal template should be used in conjunction with the STEP Implementation Grant Solicitation. The solicitation document outlines in detail the requirements and criteria for a STEP Implementation Grant proposal and the instructions that Applicants should follow to fill out each tab of this proposal template. The solicitation document can be found here:</p> <p><a href="http://www.arb.ca.gov/msprog/aqip/solicitations.htm">http://www.arb.ca.gov/msprog/aqip/solicitations.htm</a></p>
<b>TECHNICAL ASSISTANCE:</b>	<p>If you need help while developing your proposal, fill out the survey in the link below by 5:00 pm (Pacific Time) July 1, 2020.</p> <p><a href="https://docs.google.com/forms/d/e/1FAIpQLSeZn9n-7gGU7ScAkaBjllPwReXRpkH6ohWUKut8DG4BzUN2tw/viewform">https://docs.google.com/forms/d/e/1FAIpQLSeZn9n-7gGU7ScAkaBjllPwReXRpkH6ohWUKut8DG4BzUN2tw/viewform</a></p>
<b>TIPS:</b>	<p>When developing your answers to the questions in this template, type them into a Word document first. Copy + paste them into this Excel spreadsheet when they are final and ready to submit to CARB.</p>
	<p>Fill out all applicable white boxes. Blue boxes contain instructions. Gray boxes populate automatically based on your inputs in the white boxes.</p>
	<p>You may include attachments in response to any of the questions in this template. While CARB appreciates succinct responses, there may be situations where your responses need to be longer than the template allows or where your responses require formatting that is not supported by this template. Please include the file name of any attachments submitted in the relevant "Responses" box of the proposal template.</p>

INSTRUCTIONS		
1	<p><b>AFTER THE PROPOSAL IS COMPLETE</b>            Complete, sign, and date the cover page of the proposal (see Appendix C, Section I). Write the file name in the box to the right.</p>	<p><i>App C_Cover Page signed.pdf</i></p>

# STEP Implementation Grant Proposal Template

## *INSTRUCTIONS tab*

2

### AFTER THE PROPOSAL IS COMPLETE

Complete the Proposal Components and Eligibility Thresholds checklists (see Appendix C, Sections II and III) to ensure that all proposal components (sections of the proposal template and attachments) have been included and all eligibility thresholds have been met before submitting to CARB. If you answer "No" to any of the items in the checklist, go back and complete those items before submitting the proposal to CARB. Submit the final completed checklist to CARB with the rest of the proposal. Write the file name in the box to the right.

*App C\_Checklist.pdf*

# STEP Implementation Grant Proposal Template

## GRANT FRAMEWORK *tab*

<b>Proposal name</b>	<i>South Los Angeles Universal Basic Mobility Pilot Program</i>
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INSTRUCTIONS	RESPONSES
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VISION		
<b>1</b>	Describe the vision for the STEP Community.	<p>The South Los Angeles Universal Basic Mobility (UBM) Pilot Program tests, deploys, and delivers an essential mobility threshold for South LA residents guided by a collaborative decision making structure. While major transportation infrastructure investments have been made to connect stakeholders to key destinations (Expo Line), more are planned in the coming years (Crenshaw Line, Rail to Rail Active Transportation Corridor). Still these investments alone will not meet the diverse connectivity demands of stakeholders. The Program fills existing mobility gaps, expanding access to traditional and new mobility options. Increased access is viewed through the lens of serving the most vulnerable users, including youth, older adults, women, and people who are disabled or homeless. Equitable access to clean modes will build resiliency in climate-impacted neighborhoods, reduce non-EV drive-alone trips and greenhouse gas emissions.</p>
<b>2</b>	Describe how residents and other key stakeholders were involved in the development of the vision statement identified above.	<p>The vision for Universal Basic Mobility was directly shaped by key stakeholders in South LA. Over 4,500 residents participated in a year-long Transformative Climate Communities planning process. Convened by SLATE-Z, community residents and CBOs created a community planning document that outlines sustainability strategies, including the need for subsidized, connected mobility. To further vet the vision of this STEP proposal, in July and August 2020, SLATE-Z engaged over 40 community based organizations and other groups that represented thousands of member residents in an iterative online process of two community meetings and a focus group. Through these engagements, South LA CBO representatives made it clear that subsidized, connected mobility options are the highest priority for South LA residents.</p>

<b>PROJECTS AND STRATEGIES</b>
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## STEP Implementation Grant Proposal Template

### GRANT FRAMEWORK tab

	Project name	Project name (in order of priority for funding)	Associated strategy	Describe how residents and other key stakeholders were involved in the identification of each strategy and project.
<b>3,4,5</b>	Project #1	Mobility Wallet	Fixed-route Transit	Through the July and August 2020 online engagements, South LA CBO representatives made it clear that subsidized, connected mobility options are the highest priority for South LA residents.
	Project #2	Electric Mobility	Shared Mobility	During the July and August 2020 online engagements community members identified electric carsharing like Blue LA and bike share as areas of interest.
	Project #4	CicLAvia South LA: Stakeholder Engagement & Outreach	Outreach and Education	CicLAvia has conducted direct outreach to community organizations, Neighborhood Councils, and residents for each South LA event to identify the need for safer streets for walking and biking in the target area, event impact mitigation needs, and event programming ideas/partners.
	Project #5	Zero Emission Delivery Solutions	Community Development	LACI engaged area CBOs in program design of LACIs zero emission pilot project in Leimert Park.
	Project #6	Quick Build Active Streets	Planning and Community Engagement	During the July and August 2020 online engagements community members identified bike share and improved bike infrastructure as areas of interest. Alignment with the planned Rail to Rail corridor was an area of interest.



## STEP Implementation Grant Proposal Template

### *GRANT FRAMEWORK tab*

	Project #7	Rail to Rail First Mile- Last Mile	Active Transportation	There has been extensive outreach for the CEQA/NEPA environmental document development (that was approved and completed in 2017) for this project. Since 2016 when over a hundred of community workshops, meetings and charrettes have been hosted in the community.
6	Provide a summary of the proposal that includes a brief description of all proposed STEP-funded projects. Summaries from all Applicants will be posted publicly on CARB's website.	The South Los Angeles Universal Basic Mobility Pilot Program expands fare payment subsidies, integrates fare payment across existing and new transportation options, introduces new shared mobility options for residents and workers, and expands electrification to advance Universal Basic Mobility for South LA residents. These project components are Mobility Wallet, Electric Mobility, Charging for All, Ciclavia South LA: Stakeholder Outreach and Engagement, Zero Emissions Last Mile Delivery Solutions, Quick Build Active Streets, and Rail to Rail First Mile-Last Mile.		

## STEP Implementation Grant Proposal Template

### APPLICANTS tab

APPLICANTS	1	1	2	3	4	9	10
	Name of entity	Type of entity	Roles and responsibilities	Letter of support (attachment)	Statement of qualifications	Organizational readiness to conduct equity work	Conflict of interest declaration
Lead Applicant	Los Angeles Department of Transportation	Local government	Act as lead applicant to coordinate implementation. This includes overseeing grant execution, partnership contracting, and financial oversight, LADOT will also be charged with leading specific project implementation including: 1) Procuring and Delivering an On-Demand MicroTransit Pilot, 2) Supporting LACI's procurement of a Micro-Mobility Fleet and related support and guidance with implementation model, 3) Managing Implementation of Electrification Initiative, and 4) Supporting Metro in Mobility Wallet implementation. LADOT will also work closely with SLATE-Z to implement collaborative decision making structure. LADOT	<i>Letter of Commitment _LADOT.pdf</i>	LADOT's mission is to lead transportation planning, project delivery, and operations in the City of Los Angeles. We collaborate to deliver a safe, livable, and well-run transportation system in the city and region. In 2018-2019, LADOT launched the largest electric shared scooter and bicycle permit program in the country with 10.3 million trips made during the 1-year pilot. In West Los Angeles, we have also launched LANow, an on-demand "microtransit" service that users can call from an app or their phone. With the Bureau of Street Lighting, we have installed 24 on-street electric vehicle charging	In alignment with Mayor Garcetti's Executive Directive on Racial Equity, LADOT has named a Chief Equity Officer and drafted its first racial equity plan (under internal review). As part of this process, in early August 2020, LADOT conducted an all employee survey and a series of optional webinar discussions for staff to	LADOT has no current, ongoing, or pending direct or indirect interests that pose an actual, apparent, or potential conflict of interest with LADOT's ability to fulfill the duties as a STEP grantee.

# STEP Implementation Grant Proposal Template

## *APPLICANTS tab*

		<p>will participate on the Steering Committee and will also lead overall reporting and evaluation of the pilot program.</p>	<p>stations throughout the City. Weekend services were added to 20 DASH lines, along with increased weekday service on multiple routes and extended operating hours. New traffic signals, upgraded crosswalks, intersection safety improvements, curb extensions, pedestrian refuge island, new bike lanes were installed to provide safe streets for everyone in Los Angeles. LADOT has also collaborated with LA Metro to allow for LADOT DASH services to participate in Metro’s Universal Pass (U-Pass) program and Employer Pass Pilot (E-Pass) program.</p>	<p>engage in facilitated discussions on race and equity. LADOT acknowledges historical racism in transportation infrastructure investments and is focused on mitigating past harm by continuing to build staff capacity on this issue and reflect change through ongoing investments and shared decision making strategies. Prior to this, LADOT has advanced policies to prioritize investments in DACs, including</p>
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## STEP Implementation Grant Proposal Template

### APPLICANTS tab

						Vision Zero, Dockless Mobility Pilot, BlueLA, Metro Bike Share, Safe Routes to School, and DASH to Class. In addition, LADOT is in the process of updating its three-year strategic plan, which will include equity metrics that will be part of quarterly reporting across all business lines.	
<b>APPLICANTS</b>	<b>5</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
	<b>Name of entity</b>	<b>Type of entity</b>	<b>Roles and responsibilities</b>	<b>Letter of support (attachment)</b>	<b>Statement of qualifications</b>	<b>Organizational readiness to conduct equity work</b>	<b>Conflict of interest declaration</b>
Sub-applicant #1	CicLAVia	Community Based	Producing 2-3 Open street Interventions in South LA Events during the Step 12-18	<i>Letter of Commitment _CicLAVia.pdf</i>	CicLAVia has a longstanding commitment to working in the STEP LA target	As an organization, CicLAVia values	CicLAVia has no current,

# STEP Implementation Grant Proposal Template

## *APPLICANTS tab*

	<p>Organization</p>	<p>Month period. CicLAvia will also play a role in the governance structure of the Step Grant and integrate STEP LA into outreach and engagement plans for the region.</p>	<p>community and has produced a number of events in the target area (including the CicLAvia South LA event in 2020). CicLAvia has collaborated with many of the non-profit and governmental partners on the grant as well allowing for their seamless integration into CicLAvia’s regional engagements/events. Over the past 10 years, CicLAvia has produced 35 large scale open street events on more than 225 miles of streets in Los Angeles. More than 2 million people have participated and have averaged more than 50,000 people per open streets event. In several instances, there have been more than 150,000 people participating in one CicLAvia open streets event.</p>	<p>diversity, equity, and inclusion at all levels of our operations. Our staff, volunteers, and Board deliberately reflect the diversity of our region including many who are multilingual. At the core of CicLAvia's work is the celebration of the diversity of our communities, city, and region, and the strength of CicLAvia car-free street events is to create a place and space where race, ethnicity, gender, sexual</p>	<p>ongoing, or pending direct or indirect interests that pose an actual, apparent, or potential conflict of interest with CicLAvia's ability to fulfill the duties as a STEP sub-grantee.</p>
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## STEP Implementation Grant Proposal Template

### APPLICANTS tab

						orientation, socioeconomic status, age, physical abilities, religious beliefs, political beliefs, or other ideologies all have the opportunity to connect with one another.	
Sub-applicant #2	EVgo	Private Company	EVgo is committed to Charging for All; that includes working to ensure that historically underserved communities are not left behind in the transition and can enjoy the health, environmental, and economic benefits of a zero emission transportation ecosystem. This work has included not only the implementation of programs such as EACH and Green Raiteros as detailed in EVgo credentials statement, but also working with local community-based organization to develop	<i>Letter of Commitment_EVgo.pdf</i>	EVgo is the owner and operator of the largest public fast charging network for electric vehicles (EVs) in the U.S., with over 800 fast charging station locations across the United States. In California, where more than half of the EVs in the U.S. are currently located, EVgo's network of DC fast chargers (DCFC) grew by 40 percent in 2019. EVgo manages more than 300 fast charging locations with 750+ fast chargers across the state, connecting more than 80% of Californians to	EVgo is supporting the Green Raiteros Pilot Project with a new charging station in Huron featuring 10 public, Level 2 charging hubs. EVgo is also installing an additional charging station in Central Fresno and is planning to install	EVgo has no current, ongoing, or pending direct or indirect interests that pose an actual, apparent, or potential conflict of interest with EVgo's ability to fulfill the duties as a STEP sub-grantee.

# STEP Implementation Grant Proposal Template

## *APPLICANTS tab*

		<p>learnings and engagement strategies to underserved groups. EVgo continues its work to understand and implement actions to addressing historical and current systemic inequities both as an organization internally and as a leading public charging provider.</p>		<p>an EVgo fast charger within a 15-minute drive. In 2019, EVgo also became the first North American charging market to be powered by 100% renewable energy. EVgo has seen firsthand the importance of access to fast charging to enable electrification in communities in and around Los Angeles, including the EVgo stations in Compton and Inglewood, both of which delivered the first fast chargers to those cities.</p>	<p>additional charging capacity in the City of Huron. EVgo's 562 DC fast charging solution under the CPUC Settlement totals includes Equal Access Charging Hubs (EACH), which are designed to create opportunities for low-income drivers to participate in the gig economy. EVgo's EACH EV Charging installations combine public access and electric carshare access with a focus on low income (based on Cal Enviroscreen 2.0).</p>	
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# STEP Implementation Grant Proposal Template

## APPLICANTS tab

Sub-applicant #3	Los Angeles Cleantech Incubator (LACI)	Community Based Organization	LACI is an implementation partner on the Zero Emissions Delivery Solutions project and supports the E-Bike Library project, leveraging its experience as one of the leading small business incubators in the U.S. to introduce innovative new mobility businesses, along with targeted workforce development and related job creation. LACI is one of the core partners for this STEP application and is an active participant in all decision-making discussions from the scope of the proposal through project implementation.	<i>Letter of Commitment - LACI.pdf</i>	LACI supports the discovery and commercialization of innovative early- to mid-stage technologies by providing incubation services to startups and entrepreneurs. LACI's Market Access program offers world class coaching, access to a debt fund and pilot project opportunities in Southern California to startups in their series A to B+ funding round. LACI's pilot project team derisks the go-to-market process for these companies by working with community organizations in disadvantaged communities to deploy new startup technology. LACI brings expertise in workforce development training through its Advanced Prototyping Center (APC) Fellowship and workforce development training. To date, LACI has provided two cohorts of 50 individuals (average 80% people of color; 33%	As part of LACI's commitment to Diversity, Equity, and Inclusion (DEI), LACI provides staff resources, including an Anti-Racism Course focused on exploring mindsets, behaviors, and commitments. LACI built out an Impact Framework to financially value impact with our startups, whereby startups can earn back equity in their company by including diversity, social equity, and civic engagement into their	LACI does not foresee conflicts of interest impeding fulfillment of STEP Subgrantee duties. However, we've included information on LACI partners and subcontractors: zero-emission vehicle manufacturers, dealers, fleets, or related entities ( <i>See Conflict of Interest_LACI.pdf for this</i> ).
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# STEP Implementation Grant Proposal Template

## *APPLICANTS tab*

					<p>female, 5% veterans and 10% formerly incarcerated) with experiential training in the world-class APC fellowship program, as well as direct connections to high-potential jobs at LACI's portfolio companies and partner organizations.</p>	<p>company ethos. With our Community Pilots, we work diligently with community-based organizations to ensure marginalized voices are included in the decision making process and to address entrenched environmental injustices. In each pilot, we apply culturally appropriate community engagement practices and programming that takes into consideration factors such as socioeconomic status, literacy level, language, and local</p>	
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## STEP Implementation Grant Proposal Template

### APPLICANTS tab

						community history.	
Sub-applicant #4	Los Angeles County Metropolitan Transportation Authority (LA Metro)	Transit Agency	Implement Mobility Wallet project. Support LADOT, LACI, SLATE-Z and CicLAvia in community engagement and education. Serve on governance structure Steering Committee.	<i>Letter of Commitment _LA Metro.pdf</i>	Los Angeles County Metropolitan Transportation Authority (LA Metro) – Metro serves as a regional transportation planner and coordinator, designer, builder, funder, and operator for one of the country’s largest, most populous counties with 10 million people within its 1,433-square-mile service area. Internal departments across OEI, TAP, Planning and Communications will collaborate to implement the Mobility Wallet pilot and Rail to Rail First Last Mile connections. LA Metro’s Office of Extraordinary Innovation led by Dr. Joshua Schank helps lead strategic planning and public private partnerships within the agency, and has strong partnerships with the County of LA, City of LA, the Southern California Association of	LA Metro adopted an Equity Framework in 2018 with corresponding metrics in development. The agency is developing improved guidance for procurements and projects including best practices on engaging community based organizations in the project development and implementation process to lead to more equitable outcomes.	LA Metro has no current, ongoing, or pending direct or indirect interests that pose an actual, apparent, or potential conflict of interest with LA Metro's ability to fulfill the duties as a STEP sub-grantee.

## STEP Implementation Grant Proposal Template

### APPLICANTS tab

					Governments, and private mobility companies.		
Sub-applicant #5	Los Angeles Department of Water and Power (LADWP)	Utilities	DWP will play a lead financing role by providing rebates for all the EVSE projects in the application, and as the utility serving any newly installed electrical infrastructure, will be standing by to help with interconnection and new service requests.	<i>Letter of Commitment - LADWP</i>	DWP has had an EVSE rebate program since 2011 and in that time has rebated over 5000 residential Level 2 chargers and nearly 6000 commercial Level 2 chargers. The Department revised a number of rebate requirements in the last couple of years to speed up adoption and streamline the process and has approved 4000 commercial and 1000 residential chargers just since July 2019. LADWP served as the lead implementer of a CEC grant that started in 2015 and saw the installation of over 200 L2 chargers at City-owned facilities, including at the Library, LADOT public lots, at LAPD stations and LAX airport. The department is also a partner in the BlueLA low-income electric mobility program, which was the outcome of another CARB	In alignment with Mayor Garcetti's Executive Directive on Racial Equity, LADWP has named a Chief Equity Officer and drafted its first racial equity plan (under internal review). As part of the LADWP Rate Action approved in March 2016, the LADWP established the Equity Metrics Data Initiative (EMDI) to track, measure, and report on how its programs are provided to all customers and residents of Los Angeles. The EMDI	LADWP has no current, ongoing, or pending direct or indirect interests that pose an actual, apparent, or potential conflict of interest with LADWP's ability to fulfill the duties as a STEP sub-grantee.

# STEP Implementation Grant Proposal Template

## *APPLICANTS tab*

					<p>grant in 2016. Phase 1 of this project has seen the installation of 40 EV stations with 200 chargers serving 100 shared electric vehicles in disadvantaged CalEnviroScreen areas of Los Angeles.</p>	<p>establishes a data-driven framework that assesses how well programs, services, and resources are distributed and used throughout the city, both geographically and demographically, to see whether any disparities exist. Data collection and analysis through the EMDI will provide important information about LADWP's services and operations, and help ensure that all customers are reached with</p>	
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## STEP Implementation Grant Proposal Template

### APPLICANTS tab

						fairness and equity.	
Sub-applicant #6	Los Angeles Mayor's Office	Local Government	The Mayor's Office will play a coordinating and facilitating role between departments to ensure that no projects are held up due to any internal bureaucratic issues. The Mayor's Office will also help oversee the initial contracting with EVSE companies to ensure that all Department requirements are satisfied to allow for Department PMs to do their implementing jobs.	<i>Letter of Commitment _Mayor's Office.pdf</i>	The Mayor's Office of Sustainability is responsible for coordinating city-wide efforts to implement the Mayor's 2019 Green New Deal, which includes reducing GHG emissions by 45% by 2025, adding an additional 10,000 electric chargers available to the public by 2022, and ensuring that 25% of the vehicles on the road are zero emission by 2025. To date, the Office has overseen the deployment of over 900 electric vehicles in the City Fleet, the awarding of 300 electric buses, and installation of over 1000 municipal and public EVSE. The agency led the proposal to CARB for BlueLA, the first low-income carshare program in the U.S. The BlueLA program currently has 37 of the 40 planned charging stations installed and commissioned, with the	In June 2020, Mayor Garcetti passed a directive that established Racial Equity Officers and plans in all City Departments, as well as a citywide racial equity task force. This demonstrates a commitment to the goal of equity at an agency-wide level. The Mayor's Office of Sustainability also meets regularly with an external Sustainability stakeholder group, which includes numerous EJ groups and	LA Mayor's Office has no current, ongoing, or pending direct or indirect interests that pose an actual, apparent, or potential conflict of interest with LA Mayor's Office's ability to fulfill the duties as a STEP sub-grantee.

# STEP Implementation Grant Proposal Template

## *APPLICANTS tab*

				<p>final two in the ground and just awaiting energization. The successful Implementation of the BlueLA program demonstrates that the Mayor's Office, working hand-in-hand with lead City departments and external partners, has the experience and lessons learned to continue to execute on a bold proposal like the Urban Mobility Pilot.</p>	<p>stakeholders specifically in the target zone. Equity work the office has done includes working with many City departments to develop specific equity programs, such as LADWP's shared solar and solar roofs programs and their used electric vehicle rebate program. The office has also done a significant amount of environmental justice focused work, including in Boyle Heights as part of the Exide Battery recycling plant</p>	
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## STEP Implementation Grant Proposal Template

### APPLICANTS tab

						clean up, oil well and drilling issues, and getting the Clean Up Green Up ordinance passed in 2016.	
Sub-applicant #7	Los Angeles Trade Technical College (LATTC)	Public School	Conduct Electric Vehicle (EV) Technician training and place students in internships, develop and implement an eMobility Youth Ambassador program, and coordinate with STEP partners to create articulated workforce development programs and career pathways.	<i>Letter of Commitment _LATTC.pdf</i>	LATTC, one of the oldest public community colleges in California, was founded in 1925 and is accredited by the Accrediting Commission for Community and Junior Colleges. The Advanced Transportation programs of study at LATTC are also some of the largest in the state and have been operating for many decades. The Transportation Workforce Institute at LATTC, a program partner, was established in 2015 with funding from the Federal Transit Administration. LATTC's EV Technician training programs have been continuously operating and the college has coordinated internships for students in	For decades, LATTC has served one of the largest populations of minority, socially- and economically-disadvantaged student populations in the state of California. As the lead organization for the SLATE Z (federally-designated) Promise Zone, LATTC has been instrumental in implementing equity-focused workforce development strategies.	LATTC has no current, ongoing, or pending direct or indirect interests that pose an actual, apparent, or potential conflict of interest with LATTC's ability to fulfill the duties as a STEP sub-grantee.

# STEP Implementation Grant Proposal Template

## *APPLICANTS tab*

					<p>its Advanced Transportation programs of study over the past seven+ years. Both of these activities are of similar size/scope as proposed in this program. The Transportation Workforce Institute developed and has been implementing a Transportation Youth Academy since 2016 which will be expanded, within this project, to include the eMobility Youth Ambassador program.</p>	<p>Additionally, LATTC is part of the Los Angeles Community College District which is adopting an “Framework for Racial Equity and Social Justice” that speaks to the values of our organization and directs specific action steps and commitments that will allow our college to actively build anti-racist organizational capacity and resilience, and move forward towards a more socially and racially-just academic community.</p>	
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# STEP Implementation Grant Proposal Template

## APPLICANTS tab

Sub-applicant #8	Mobility Development (MD)	Private Company	<p>Mobility Development (MD) will provide technical assistance to LADOT throughout the project, leveraging expertise in planning, procuring, and operating carsharing, bikesharing, and ride-hailing networks. MD will be particularly focused on the three Electric Mobility initiatives (Projects 2a, b, and c) but will also interface with Mobility Wallet and CicLAvia components.</p>	<p><i>Letter of Commitment - MD.pdf</i></p>	<p>Mobility Development (MD) is a national social enterprise, with offices in CA, NY, and IL. MD supports the launch and growth of community-controlled mobility networks. MD's work focuses on research, planning, and implementation of these networks in marginalized communities. This work tailors solutions to fit needs expressed by each community. Since 2015, the MD team has led program design and fundraising for over \$50 million nationally in public and private investments towards shared mobility networks that focus on disadvantaged communities. Through CARB's Clean Mobility Options program, MD has supported the BlueLA Carsharing initiative in Los Angeles and the Miocar carsharing program and Vamos integrated mobility pilot underway in</p>	<p>MD has been a driving force in equitable mobility for over a decade. The firm's founders established Buffalo Carshare the first shared mobility program focused on low-income households in 2009. The firm works exclusively on programs that serve disadvantaged communities. MD invests deeply in supporting organizations and partnerships committed to improving the lives of marginalized</p>	<p>Mobility Development Partners has no current, ongoing, or pending direct or indirect interests that pose an actual, apparent, or potential conflict of interest with Mobility Development Partner's ability to fulfill the duties as a STEP sub-grantee.</p>
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# STEP Implementation Grant Proposal Template

## *APPLICANTS tab*

					<p>the San Joaquin Valley. The non-profit Mobility Development Foundation also supports the SGC-funded Transform Fresno project's soon-to-launch electric bikeshare program.</p>	<p>people. This experience has led to work supporting several programs led by Black- and Latinx-founded non-profit and private organizations. MD's staff continues to learn from these partnerships and from extensive work in progress with over a dozen community-based organizations. MD works to build a team that is increasingly reflective of the racial, ethnic, and gender diversity of</p>	
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## STEP Implementation Grant Proposal Template

### APPLICANTS tab

						partner communities.	
Sub-applicant #9	South Los Angeles Transit Empowerment Zone (SLATE-Z)	Community Based Organization	Leading community engagement and convening governance Steering Committee for project oversight.	<i>Letter of Commitment _SLATE-Z.pdf</i>	Designated a federal Promise Zone in 2016 by the US Department of Housing and Urban Development, SLATE-Z has organized and convened a South LA partnership of over 71 different public and private partners organized into issue-specific work groups: jobs, economic activity, education, public safety, and transit. SLATE-Z also organizes and convenes ad-hoc public-private partnerships to strategize on various projects and programs. SLATE-Z convenes the partners on the South LA Climate Commons, a collaborative supported by funds from the California Strategic Growth Council's Transformative Climate Communities grant program. Other opportunities of a similar scale include the CalVIP grant with Brotherhood	Equity is a central component of the Promise Zone initiative generally, and SLATE-Z specifically. SLATE-Z emphasizes the decades of institutional racism that has beset the South LA community. Simultaneously, SLATE-Z champions cross-sector collaborative efforts and projects that not only direct resources to South LA but also meaningfully and centrally incorporate community	SLATE-Z has no current, ongoing, or pending direct or indirect interests that pose an actual, apparent, or potential conflict of interest with SLATE-Z's ability to fulfill the duties as a STEP sub-grantee.

## STEP Implementation Grant Proposal Template

### *APPLICANTS tab*

					Crusade, the US Department of Education GEAR UP grant with LAUSD, and organizing partners for the US Department of Education's Promise Neighborhoods grant.	engagement and activation.	
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COMMUNITY PARTNERS	11	11	12	13
	Name of entity	Type of entity	Roles and responsibilities	Letter of support (attachment)
Community Partner #1	South LA Climate Commons	Community Based Organization	Leverage community engagement from Transformative Climate Communities Planning Grant.	<i>Letter of Support_South LA Climate Commons_Joint.pdf</i>
Community Partner #2	MoveLA	Nonprofit Organization	Community engagement and advocacy on sustainable transit	<i>Letter of Support_MoveLA.pdf</i>
Community Partner #3	Community Coalition	Community Based Organization	Community engagement, RAC mentoring and training	<i>Letter of Support_CDTech&amp;Community Coalition_Joint.pdf</i>

## STEP Implementation Grant Proposal Template

### *APPLICANTS tab*

Community Partner #4	CD Tech	Community Based Organization	Community engagement, RAC mentoring and training	<i>Letter of Support_CDTech&amp;Community Coalition_Joint.pdf</i>
Community Partner #5	YWCA-Greater Los Angeles	Community Based Organization	Community engagement and visioning on workforce development with broad reach across the Los Angeles region.	<i>Letter of Support_YWCA Greater LA.pdf</i>
Community Partner #6	Para los Ninos	Community Based Organization	Leverage Promotoras community engagement network	<i>Letter of Support_Para Los Ninos.pdf</i>
Community Partner #7	Ride-On! Bike Cooperative	Small Business	Resident engagement on transit accessibility	<i>Letter of Support_Ride On! Bike Shop Co-Op.pdf</i>
Community Partner #9	Coalition for Responsible Community Development	Community Based Organization	Outreach and workforce development	<i>Letter of Support_CRC D.pdf</i>
Community Partner #10	Los Angeles City Council District 8	Elected Office	Community and civic engagement	<i>Letter of Support_CDO 8.pdf</i>

## STEP Implementation Grant Proposal Template

### *APPLICANTS tab*

Community Partner #11	Los Angeles City Council District 9	Elected Office	Community and civic engagement, workforce and economic development support	<i>Letter of Support_CDO 9.pdf</i>
Community Partner #12	Los Angeles City Council District 10	Elected Office	Community and civic engagement	<i>Letter of Support_CD1 0.pdf</i>
Community Partner #13	Los Angeles County Supervisorial District 1	Elected Office	Project Implementation Guidance and Feedback	<i>Letter of Support_SDO 1.pdf</i>
Community Partner #14	Los Angeles Public Library	Local Government	Project Implementation Guidance and Feedback	<i>Letter of Support_LAP L.pdf</i>

# STEP Implementation Grant Proposal Template

## PARTNERSHIP STRUCTURE tab

INSTRUCTIONS	RESPONSES
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<b>ROLES AND RESPONSIBILITIES</b>		
<b>14</b>	Describe how the Lead Applicant's and Sub-applicants' roles and responsibilities (identified in the APPLICANTS tab) complement each other.	As lead, LADOT coordinates implementation of project components. Metro leverages Transit Pass Database Technology for the Mobility Wallet concept, providing greater access to all project types. SLATE-Z convenes a Collaborative Stakeholder Structure (CSS), providing connections to residents and CBOs, facilitating community representation in decision-making, outreach, and education efforts. LA Trade Tech leverages its Transportation Workforce Institute to provide training and support job placement. LACI leverages expertise in EV tech and workforce development to support community electric micromobility and zero-emissions delivery solutions. CicLAvia implements comprehensive community outreach and education, boosting visibility of incoming projects. The Mayor's Office streamlines connections to City departments, connects to LADWP's EV rebates, and is the liaison to LA Departments of Recreation and Parks and the LA Public Library for EV infrastructure siting. Mobility Development leverages expertise on sustainable transit from a national context, providing on-going technical assistance. See <i>Supplemental A_Governance Documentation.pdf</i> for more details.

<b>GOVERNANCE AND DECISION-MAKING</b>		
<b>15</b>	Describe the governance and decision-making structure of the partnership. Include the process for	We will leverage the existing South LA Climate Commons TCC CSS model to establish a transparent, parallel, expanded governance structure with a Steering Committee led by implementation partners, supporting government agencies, area CBOs, and residents. We will establish a Resident Advisory Committee (RAC) to invest in capacity building of South LA residents in their roles on the Steering Committee. See <i>Supplemental A_Governance Documentation.pdf</i> and <i>Supplemental B_Governance Structure.pdf</i> for more details on the

## STEP Implementation Grant Proposal Template

### *PARTNERSHIP STRUCTURE tab*

	handling disputes and the process for changing, adding, or removing partners.	CSS. As convener, SLATE-Z mediates disputes and facilitates changing, adding, or removing partners per the MOU established at the beginning of implementation. SLATE-Z will leverage its experience as the Promise Zone backbone organization to facilitate modifications to the CSS.
<b>16</b>	Describe how the governance and decision-making structure centers the voices of Community Partners and other community residents and key stakeholders.	The CSS centers South LA community partners and residents by building capacity and entrusting these stakeholders with voting seat majority. The core of the structure is building community leadership and decision-making abilities to influence institutional policies and practices that affect local residents, who are primarily African American, Latino and/or Spanish speaking immigrants. The RAC provides on-going training so residents can lead. <i>Supplemental A_Governance Documentation.pdf</i> provides greater detail on the experience of residents and CBO partners.
<b>17</b>	Describe the role of online or in-person public meetings in the governance and decision-making structure. Include the frequency of meetings, the minimum number of public meetings that will be held, and how meeting agendas and notes will be posted for public access.	The Steering Committee will convene at least every two months. All meetings will be open to the public. We plan for these meetings to be held online (and potentially also later in person when safe). Additional engagement activities, such as virtual town-halls, presentations, surveys, and email and social media campaigns will also equip CBO and RAC members with critical community input. Meeting agendas and notes will be posted for public access through email distribution and on a special landing page on the SLATE-Z website.
<b>18</b>	Describe how Applicants will report	Under SLATE-Z leadership as a community convener and facilitator, the applicants (partners) will rely on the feedback-loop built into Steering Committee meetings, residents and CBO



## STEP Implementation Grant Proposal Template

### *PARTNERSHIP STRUCTURE tab*

	back to and seek feedback from the community about how input is being incorporated into project development and implementation.	partner structures in order to report back to and seek feedback from the community. These groups will have substantial influence in the decision-making process, as well as a direct line to report results from engagement activities such as virtual town halls, digital presentations, resident surveys, and email and social media campaigns. Resident Advisors directly serving on the Steering Committee are another avenue for community advocacy, providing a way to collect information through informal methods.  <i>Supplemental A_Governance Documentation.pdf</i> provides greater detail on these functions.
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<b>LEGAL STRUCTURE</b>		
<b>19</b>	Describe the legal structure of the partnership. Include who is contracting with whom and confirmation that the Lead Applicant will assume liability for the proposed projects if selected.	All partners will enter into a MOU with LADOT if the grant is awarded to specify the roles and responsibilities outlined in this application. LADOT as the lead is the prime grant recipient and all project funding requests should pass through LADOT. Sub-applicants will have a fiduciary responsibility to request funds and reimbursement and to provide accounting documentation of the grant implementation on a timely basis. As lead applicant, LADOT will assume liability for projects if selected.

<b>FINANCIAL STRUCTURE</b>		
<b>20</b>	Describe the financial structure of the partnership. Include	LADOT will employ a combination of methods to disburse funds to sub-applicants. For Metro and LA Trade Tech, LADOT will establish MOUs and reimburse based on milestones completed. LA Metro will conduct all work with in-house staff or through a competitive bid

## STEP Implementation Grant Proposal Template

### *PARTNERSHIP STRUCTURE tab*

	<p>the process the Lead Applicant will use to pay Sub-applicants and Community Partners and the subcontractor procurement process, if applicable.</p>	<p>procurement for services for TAPforce Metro will submit for reimbursement to LADOT as a pass-through grantee for costs expended per their MOU. For LACI, SLATE-Z, MDP, and CicLAvia, LADOT will establish MOUs and distribute partial upfront payments acknowledging potential inequities and in order to prevent potential cash flow problems. LACI and SLATE-Z will run subcontractor procurement processes for each of their respective projects with direct input from the Collaborative Stakeholder Structure (CSS). SLATE-Z will develop a community outreach scope of work in consultation with the CSS and each of the implementation partners. Priority will be given to local community based organizations, and where possible will augment existing network/outreach work being conducted in the project area.</p>
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<b>EQUITY</b>		
<b>21</b>	<p>Describe how the partnership structure accounts for potential inequities between partners.</p>	<p>The partnership structure targets inequities around representation of South LA communities in decision-making processes that affect their communities. Through the intentional majority of residents and CBOs, the community will have an equal (if not majority) say in the planning and implementation directives of this project. This governance structure also addresses transit access inequity by uplifting the voice of a community that has been disenfranchised for decades. This structure pursues this aim through rigorous Resident Advisory Committee training and support, along with robust community engagement aimed at building long-term capacity for community leadership and ownership. Apart from the future RAC and CSS, several of the implementation partners have a history of working together to resolve inequities both amongst each other as well as with community stakeholders related to project implementation, including Slate-Z, LADOT, Ciclavia, LACI, MDP, and Metro.</p>

# STEP Implementation Grant Proposal Template

## PROPOSAL THRESHOLDS & CRITERIA tab

INSTRUCTIONS	RESPONSES
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STEP COMMUNITY		
<b>1 (attachment)</b>	Submit a map shapefile that identifies the STEP Community boundary, tentative project locations, and benefiting disadvantaged community census tracts. Write the file name in the box to the right.	<i>STEP_LADOT_ZipFile4_Map.zip</i>
<b>2</b>	Describe the residents of the STEP Community, including demographics such as gender, race/ethnicity, age, income level, languages spoken, vehicle ownership, travel patterns to key destinations, and transportation mode share. Focus on	The Project Area within South Los Angeles is home to a population of over 370,000. Based on census tract data for the project area and using the American Community Survey, 29% percent of households are below the poverty level, with over 21,000 households (19%) receiving SNAP benefits. All of the project area qualifies as either SB 535 Disadvantaged Communities or AB 1550 Low-Income Communities; the vast majority qualify under both. The majority of residents are people of color. Two-thirds are Hispanic, and a quarter are African-American. Seven percent are senior citizens aged 65 or older. Over six percent of households reported owning no vehicle; thirty percent owning one vehicle; and sixty-four percent owning two or more vehicles. Six and seven tenths percent of workers in the area walk or bike to work and 14.3% take transit to work.

## STEP Implementation Grant Proposal Template

### PROPOSAL THRESHOLDS & CRITERIA tab

	demographics that are relevant to the community vision and identified projects.	
<b>3</b>	Describe the clean transportation options that are currently available or soon to be available to community residents, in particular those in disadvantaged community census tracts. Describe the quality (e.g., frequency, affordability, reliability) of these clean transportation options.	The project area is bordered by two existing light rail lines and a freeway-running Bus Rapid Transit line. The Metro Crenshaw/LAX Line is to begin service in 2021. The project area - only 4% of the county's and 10% of the city's population - is the origin or terminus of 11% of all Metro Rail and Bus trips Countywide and accounts for 23% of LADOT DASH Community bus ridership (excluding Downtown) and 45% of all DASH to Class trips citywide (free transit passes for students). While LADOT has completed Vision Zero improvements primarily aimed at pedestrian safety, the project area has received only three major bike improvements in recent years. The City installed 30 electric vehicle chargers throughout. LACI is currently providing zero emissions food and Business-to-Business delivery within Leimert Park. Thirty Metro bikeshare stations are located in the project area. While permitted micromobility providers do operate here, the project area has significantly lower ridership and deployment compared to other parts of the City.
<b>4</b>	For any project that is not located in the STEP Community, explain how the project is connected to and serves the STEP Community.	N/A; all projects are within STEP community.

**STEP Implementation Grant Proposal Template**  
*PROPOSAL THRESHOLDS & CRITERIA tab*

<b>CONSISTENCY WITH EXISTING PLANS</b>		
<b>5</b>	Submit at least one letter from the city, county, or tribal government's Planning Department, Community Development Department, Environmental Director, or other similar department or body that has land use and housing authority. The letter must demonstrate how the proposed projects are aligned with the strategies, policies, and priorities identified in existing local and regional plans or that explains why the proposed strategies, policies, and plans in existing local and regional plans do not reflect	<i>Letter of Consistency_LA DCP.pdf</i>

## STEP Implementation Grant Proposal Template

### *PROPOSAL THRESHOLDS & CRITERIA tab*

	<p>the community's needs or priorities. If no local or regional plans exist, explain why. Write the file name in the box to the right.</p>	
<p><b>6</b></p>	<p>Describe how proposed projects support and are supported by existing projects that are the types of projects that are eligible for STEP funding and the types of projects that are ineligible for STEP funding but are encouraged (lists in Appendix E). If the proposed STEP-funded projects do not connect to any existing transportation or land use projects, explain why.</p>	<p>Proposed STEP projects will provide clean transportation options for short range trips within the project area including connections to existing transportation services, as well as longer electric vehicle trips. Providing greater access to zero-emission first-last-mile connections will enable higher ridership on trunk transit options such as Metro Light Rail and Bus Rapid Transit, and incentivize multimodal trips linking to active transportation corridors, micromobility, and shared mobility such as Metro Bikeshare and Metro Mobility-On-Demand operating in nearby service areas. Implementation of shared mobility options and active transportation improvements will go hand-in-hand with ongoing City initiatives such as the MyFigueroa Corridor Streetscape Project and the Avalon Boulevard Safety Project, as well as curb reallocation efforts like Al Fresco dining and People Street, which permits parklets and pedestrian plazas. Additionally, providing connections to existing and under-construction transit sites enables access to (and from) transit oriented developments such as the Transit Oriented Community project at the Expo/Crenshaw station, and to dozens of affordable housing developments throughout the project area (74 current and 14 under development).</p>

## STEP Implementation Grant Proposal Template

### PROPOSAL THRESHOLDS & CRITERIA tab

<b>WORKFORCE DEVELOPMENT</b>		
<b>7</b>	Describe how the proposed projects will contribute to workforce development in the climate and clean transportation sectors, including how the projects will partner with workforce development and training programs with career pathways or provide economic opportunities through high-quality jobs for residents of the STEP Community. If not applicable, explain why.	<p>Partnering with workforce partners Los Angeles Trade Tech College (LATTC) and the LACI, the South LA UBM Pilot links several mobility and electrification solutions to technical training, internship opportunities, and direct employment: 1) EVSE maintenance and diagnostics, 2) E-cargo bike maintenance and service delivery, 3) Community Micromobility Operations and Maintenance. Partnership with LATTC is critical as 43% of LATTC students live within the STEP Community and the college provides workforce development programs with career pathways in the climate and clean transportation sectors. LATTC's Advanced Transportation programs of study is one of the largest in the state and has been operating for many decades. LATTC's Transportation Workforce Institute was established in 2015 with support from the Federal Transportation Administration.</p> <p>Within the Electric Mobility Project, LACI will lead procurement of electric micromobility devices and operational support. LACI will look to support community wealth and neighborhood stabilization by targeting minority businesses, businesses within the project area, and business cooperatives.</p> <p>(For additional information please see <i>Supplemental C_Workforce Development.pdf</i>.)</p>

<b>DISPLACEMENT AND HOUSING</b>		
<b>8</b>	Describe the displacement	Displacement of low-income households and small businesses is a major concern in the project area. 36% of the population resides in areas at "Very High" or "High" risk of

## STEP Implementation Grant Proposal Template

### PROPOSAL THRESHOLDS & CRITERIA tab

	<p>vulnerabilities that currently exist in low-income households and small businesses within the STEP Community.</p>	<p>displacement relative to 25% citywide (LA Mayor’s Office’s Index of Displacement Pressure). Many of the “Very High” pressure areas are adjacent to existing and under-construction Metro Light Rail lines. Likewise, these areas are increasingly at risk of speculative real estate practices which threaten low-income households and small businesses. Small businesses are further threatened as clientele changes in the neighborhood.</p>
<p><b>9</b></p>	<p>Describe the existing policies and plans that address displacement avoidance. If not applicable, explain why.</p>	<p>The South and Southeast LA Community Plans encourages preservation of rent stabilized units, strives for no net loss of affordable housing, and encourages coordination with CBOs, specifically tenant organizations. LA Metro's Business Interruption Fund program has awarded more than 700 grants totaling over \$17 million to 223 "mom and pop" businesses along the Crenshaw LAX/Corridor to prevent impact and displacement of local business during rail construction. Metro's Crenshaw Business Solutions Center provides hands-on assistance to small businesses, contacting over 400 businesses and serving over 300 clients within that corridor. South LA community advocates including Climate Commons were part of a successful ballot initiative that established the city-wide Transit Oriented Communities Affordable Housing Incentive program (see Question 12 for more on Transit Oriented Communities).</p>
<p><b>10</b></p>	<p>Describe any policies, programs, or coordination with existing policies or programs that are proposed to be funded through STEP to avoid the displacement of</p>	<p>The components of the proposed pilot prioritize enabling and subsidizing clean mobility options for residents and employees of businesses at risk for displacement. The project aims to offset housing affordability through lower vehicle ownership costs, and encourages local hiring and shorter commute lengths. The Mobility Wallet will subsidize access to a variety of local transit and electric mobility options, incentivizing low vehicle ownership and providing access to jobs and destinations for those who are transit-dependent. The electric mobility services and zero emissions delivery solution project will enable affordable neighborhood trips, encourage local hires for small businesses, minority-owned businesses, and business cooperatives, as well as prioritize</p>



## STEP Implementation Grant Proposal Template

### *PROPOSAL THRESHOLDS & CRITERIA tab*

	<p>existing low-income households and small businesses within the STEP Community to counter displacement that may occur due to STEP-funded projects. If not applicable, explain why.</p>	<p>deployment and station siting at affordable housing locations. The Governance structure of the project includes residents and CBOs that are already actively leading on displacement avoidance and tenants' rights projects. The projects will further goals set out in the City's Community Plans around business retention, as well as support Metro's Transit Oriented Communities initiative and serve businesses participating in Metro's Business Interruption Fund.</p>
<p><b>11</b></p>	<p>Describe how the proposed projects will advance local land use and housing goals as identified in the applicable Regional Transportation Plan, Sustainable Communities Strategy (where applicable), Regional Housing Needs Allocation (RHNA), local Housing Element implementation, or other local plans such as general plans or specific plans. If not</p>	<p>The proposed projects will inform land use planning underway as part of the Slauson Corridor Transit Neighborhood Plan (TNP). The TNP will create land use regulations for neighborhoods within the STEP project area with new transportation investments. These new investments in combination with new land use regulations will encourage more housing around transit, assisting the City with meeting its RHNA. Furthermore, the proposed projects will implement programs identified in the City's Housing Element that call for linking transportation to housing. The proposed projects will provide mobility options that are in line with SCAG's Regional Transportation Plan and Sustainable Communities Strategy. Specifically the proposed STEP projects will provide first-mile last-mile solutions supplementing the Vermont Ave BRT corridor and the West Santa Ana Branch Transit Corridor highlighted by the RTP/SCS.</p>

## STEP Implementation Grant Proposal Template

### *PROPOSAL THRESHOLDS & CRITERIA tab*

	applicable, explain why.	
<b>12</b>	Describe how local land use policies, plans, or processes will support the use and benefits of the proposed projects over their lifetime. Describe how the policy, plan, or process promotes the development of affordable housing within a half-mile of a transit station, transit stop, or access to an active transportation facility that will be improved by the proposed projects. If not applicable, explain why.	The South and Southeast LA Community Plans and Transit-Oriented Communities Affordable Housing Incentive program support the proposed projects. They facilitate Affordable Housing production in Transit-Oriented Districts through land use incentives. These affordable housing incentive programs centered around transit align with the benefits of the proposed projects to maximize mobility options for affordable housing residents. The proposed projects will prioritize siting and service to affordable housing locations, increasing access to jobs and services for those without a car, and provide a variety of subsidies and increased access to shared modes, lowering the cost of mobility in the project area and decreasing the need for vehicle ownership.

# STEP Implementation Grant Proposal Template

## PROJECT 1 THRESHOLDS & CRITERIA tab

### INSTRUCTIONS

PROJECT SCOPE	
Project Name	Mobility Wallet
Lead Implementer	LA Metro
Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	<p>Trips in LA that are not made by private auto often involve multiple modes or transfers. Navigating these shifts creates friction, inhibits access, and increases cost. Metro will work with project partners to expand on current Transit Access Pass (TAP) integration efforts, ultimately building a Mobility Wallet for low-income, student, senior and disabled riders throughout the entire STEP project area that builds capacity for Universal Basic Mobility.</p> <p>The Mobility Wallet consists of both analog and digital components to provide a seamless transportation pass. A mobility pass will include transit and shared mobility credits for a 5,000-person pilot subscriber base for two years as part of a monthly transportation allocation that will also include access to the Electric Mobility services provided in this proposal (for additional information, please see <i>Supplemental D_Mobility Wallet.pdf</i>).</p>
Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	<i>CEQA not applicable to Mobility Wallet project.</i>

# STEP Implementation Grant Proposal Template

## PROJECT 1 THRESHOLDS & CRITERIA tab

<p>If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.</p>	<p>CEQA not applicable to Mobility Wallet project.</p>
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<b>TRANSPORTATION EQUITY</b>	
<p>Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility</p>	<p>Feedback from community residents prior to and during this proposal development suggested that low-cost and/or free transit and basic mobility access is among the highest civic priorities in South LA. The Mobility Wallet addresses this core need head on by providing multiple free and discount pass options (student, senior, low-income and disabled passes) rolled into a single free pass program. EV Carshare and e-bike library access will be added to the Mobility Wallet, enhancing flexibility and expanding the range of destinations available to Wallet subscribers. Thus, Clean Mobility programs are simplified into a single pass, breaking down a significant education/awareness barrier for these programs - members who are enrolled in the transit pass will automatically have access to these Electric Mobility services.</p>

## STEP Implementation Grant Proposal Template

### PROJECT 1 THRESHOLDS & CRITERIA tab

<p>to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.</p>	
<p>Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.</p>	<p>A free multi-modal transportation pass will unlock access to economic opportunity and access to resources for South LA residents, especially for low-income, disabled, elderly, and student populations. These programs, currently promoted as five separate programs (but all accessible with TAP) provide assured benefits as evidenced by their current adoption: Over 100k people participate in these programs city-wide, and an estimated 30k residents of the overall project area are currently enrolled in one or more of these pass programs. Moving these programs to a free-fare standard, combining them, and adding Clean Mobility components would enhance and broaden this impact.</p>

<b>COMMUNITY INCLUSION</b>	
<p>Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.</p>	<p>The Mobility Wallet provides an affordable, streamlined, all-in-one access pass to multiple mobility options, giving low-income and transit-dependent populations more flexibility to use the transportation mode that best suits their needs. Metro has heard from the community that bike share and other shared mobility (like carshare) is not seamlessly integrated into the transit pass purchase process for the bulk U-pass and E-pass, presenting a barrier to trying new modes. Access to purchase low-income monthly passes at a residential level will improve affordability for those who need it the most.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 1 THRESHOLDS & CRITERIA tab*

Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.

All STEP project components leverage years of community engagement in South LA focusing on transit and infrastructure improvements. Efforts by sub-applicant LA Metro and community partner South LA Climate Commons highlighted the need for improved transit access and infrastructure that led to the submission of a Transformative Climate Communities implementation grant in 2017. Over 4,500 South LA residents were involved in a year-long Transformative Climate Communities planning process aimed at the creation of a planning document that highlights resident-led sustainability strategies, convened by SLATE-Z. Mobility Wallet implements that vision by addressing issues of income through providing a mechanism for free transit with an emphasis on low income households. To further vet the vision of this STEP proposal, in July and August 2020, SLATE-Z convened over 40 community based organizations and other South LA stakeholder groups that each represent thousands of member residents in several virtual online meetings.

## STEP Implementation Grant Proposal Template

### *PROJECT 1 THRESHOLDS & CRITERIA tab*

<p>Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.</p>	<p>All STEP project components will be supported by online town-hall events, live focus groups, email campaigns, and survey collection led by the Resident Advisory Committee as part of the Collaborative Stakeholder Structure. For the Mobility Wallet, the RAC will lead decision making on design, deployment and evaluation. These key decision points including determining final geographic scope and eligibility criteria for the program; reviewing program outreach plan, app, and analog (i.e. phone and in-person) components; on-going review of program enrollment and utilization, and campaigning for expansion of the Universal Basic Mobility program.</p>
<p>Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.</p>	<p>Resident Advisory Committee-led engagement activities are well positioned to engage non-English speaking and undocumented households because of the activities' wide reach and grassroots community leadership. RAC community engagement activities are designed and implemented by residents from within the community. Leadership within the decision-making process allows for the unique challenges faced by hard-to-reach residents to be emphasized throughout the design and execution of the project. All outreach material will be designed to be delivered in multiple languages and various digital and analog methods to reduce barriers to accessibility for differently-abled riders.</p>
<p>Describe how the planned community engagement activities will be evaluated for success and updated accordingly.</p>	<p>We will track online (and if conditions allow, in-person) attendance and survey response rates at town-halls, focus groups, and events. Responses will also be analyzed in order to determine quality of the event as well as growing familiarity with specific project-types. Closed and open responses will be aggregated and summarized for reporting at Steering Committee meetings to guide engagement event design. Feedback on engagement event quality and overall program effectiveness will be solicited on a regular basis throughout the project timeline. Additional metrics include overall social media impressions, website visits, and video views of uploaded materials to gauge the effectiveness of digital</p>

## STEP Implementation Grant Proposal Template

### PROJECT 1 THRESHOLDS & CRITERIA tab

	<p>outreach. Interest forms that invite residents to “stay connected” will also be tracked to gauge how many residents continue to receive updates beyond engagement events.</p>
<p>Identify the expected end users.</p>	<p>The expected end user of the mobility wallet in this pilot stage are 5,000 low-income individuals in the South LA project area including seniors and students. Half of the wallets will be intended for K-12 and college/vocational students, a quarter for seniors and another quarter for the general population, however participation may vary by need and interest. The pilot use of wallet by this select group will provide user experiences and qualitative and quantitative data on the return on investment to inform plans for potential expansion to a larger population after the yearlong pilot.</p>
<p>Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.</p>	<p>Working with the RAC and more specifically agencies like Para Los Ninos and other First 5 LA’s Best Start community partners, we will leverage existing promotora programs (community members - moms, aunties, parents and others - who are trained and paid to do community health education and outreach) to conduct outreach and education about the Mobility Wallet offerings. We plan to layer new resources on to these promotora programs to support this additional work. Additionally, CicLAvia event programming will include demonstrations showing how to use the Mobility Wallet. Demonstrations will be supplemented by a marketing campaign including instructional flyers, pamphlets, and posters distributed by sub-applicants, community partners, and directly by RAC members.</p>
<p>Describe how the planned outreach and education activities focus on the hard-to-</p>	<p>The promotoras program will be able to reach residents where they live since they will be embedded into the community. CicLAvia open streets events are free to the public, and are powered by outreach efforts that reach the natural community homes of residents (churches, schools, libraries, Home Mailings, car postings, door to door). Furthermore, RAC members serving as community ambassadors</p>



## STEP Implementation Grant Proposal Template

### PROJECT 1 THRESHOLDS & CRITERIA tab

<p>reach residents identified above.</p>	<p>and CBOs will play a central role in building familiarity with and willingness to use Mobility Wallet, particularly for hard-to-reach community members. RAC members and CBOs will receive training to emphasize the availability of this information and also collect feedback to be reported at the Steering Committee meetings.</p>
<p>Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.</p>	<p>The Promotoras will track and report their community impressions and connections to the RAC. Social media, pictures, personal stories and promotional codes may be utilized to track the number of enrollments. Information and feedback are collected to further refine outreach gaps and opportunities and identify any necessary CicLAvia route mitigation measures to address concerns. Additionally, all direct outreach efforts are documented into a database to ensure proper and timely follow-up with affected businesses and households along the route. The database is maintained and updated regularly. Evaluations will also be conducted through engagement with the Governing/Steering Committee (CSS).</p>
<p>Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy Commission funding opportunities.</p>	<p>We will leverage both the Resident Advisory Committee engagement and CicLAvia outreach to educate residents and local businesses about applicable CARB and CEC funding opportunities. The RAC and CBOs will distribute any relevant materials that can have an impact on community development. CicLAvia has a history of highlighting transportation and environment-related opportunities, including community education on the benefits of EVs and e-bikes, education on consumer rebate programs on electrification, EV and plug-in hybrid. CicLAvia will leverage its relationship with local businesses and community organizations to share any relevant opportunities.</p>

## STEP Implementation Grant Proposal Template

### PROJECT 1 THRESHOLDS & CRITERIA tab

<b>DATA TRACKING AND REPORTING</b>	
Identify the Applicant(s) who will lead data tracking and reporting.	LADOT will lead data tracking and reporting to CARB across all projects.
Describe the plan for tracking and collecting project-related data to report to CARB.	Metro and any contracted service providers will collect data to be shared with LADOT, including subsidy disbursement (amount and type of subsidies), aggregated ridership totals, aggregated fare data, and survey results. LADOT and SLATE-Z will oversee development of surveys to be distributed to program participants focusing on user experience, impacts on mode shift, and origin and destination information. LADOT will submit quarterly reports to include a summary of key metrics and progress on deliverables, evaluation of impacts, summary of outreach and engagement activities, and data sets detailing user survey responses and trip/usage data for each project component.
Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	<i>LADOT STEP Benefits Calculator.zip</i>

## STEP Implementation Grant Proposal Template

### PROJECT 1 THRESHOLDS & CRITERIA tab

<b>CLIMATE ADAPTATION AND RESILIENCY</b>	
<p>Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.</p>	<p>Nearly the entire project area ranks among the 25th percentile or higher using CalEnviroScreen, indicating sensitive populations, socioeconomic factors, and pollution burden. 29% of census tracts within the project area fall within the top 95th percentile or higher of CalEnviroScreen scores, and half rank between the 85th and 95th percentiles. 48% of the project area population live in study areas that rank among the top 5% in Southern California in terms of risk of the population developing carcinogenic cancer due to environmental factors (a risk factor of over 1,200 cancer cases per million residents).</p>
<p>Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.</p>	<p>This project will align with the climate adaptation goals outlined in the Resilient Los Angeles plan including building social cohesion, reducing health and wellness disparities across neighborhoods, and modernizing Los Angeles' infrastructure. Having the mobility to freely get around from one place to another is in itself a form of climate resilience and adaptation, as getting to cooling centers, super markets, pharmacies, safer areas and other vital services will be more and more critical as temperatures get hotter on average and climate events become less predictable and more frequent. Reducing friction to mobility through the mobility wallet, especially for low income, senior, and disabled residents directly serves this purpose.</p>

## STEP Implementation Grant Proposal Template

### PROJECT 1 THRESHOLDS & CRITERIA tab

<b>LONGEVITY AND LESSONS LEARNED</b>	
<p>Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.</p>	<p>Metro is currently conducting a Comprehensive Pricing Study which includes a feasibility analysis of a fareless transit system. This Mobility Wallet pilot will provide insights and data to inform this study. If the pilot is successful in measurably achieving mobility and equity goals then Metro and the project partners will explore strategic action to find a funding source and/or mechanism to continue the program.</p>
<p>Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.</p>	<p>LADOT will convene a Community of Practice to share lessons from the South LA UBM Pilot with partners in similar communities throughout the state. The Community of Practice will initially target communities supported by Strategic Growth Council’s Transformative Climate Communities program. STEP community partner South LA Climate Commons is already working with fellow TCC planning grant recipients in Southeast LA to share lessons and best practices. The Community of Practice will streamline and expand this by convening other Los Angeles-area TCC recipients in Watts and Pacoima. The Community of Practice will expand to include TCC recipients throughout the State, as well as other similarly organized partnerships.</p>

# STEP Implementation Grant Proposal Template

## PROJECT 2A THRESHOLDS & CRITERIA tab

### INSTRUCTIONS

PROJECT SCOPE	
Project Name	Electric Mobility: E-Bike Library
Lead Implementer	LADOT
Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	Shared access to electric bikes will be provided through a transportation library approach, consistent with feedback from a 2018 bikeshare equity study that calls for more flexibility in the approach to service - both in terms of geography and length of use. 500 electric pedal-assist bikes will be available to South LA residents and throughout the entire STEP project area through library hubs initially located in Leimert Park and Vermont-Slauson neighborhoods in partnership with Ride On! Bike Co-op, and expanding as program demand is evaluated. Rental terms and standards will be set through the Collaborative Stakeholder process. In order to maximize program availability, “checkouts” will likely range between one day and three weeks. The program will be managed with procurement support from LACI and LADOT, which will include an operations contract and guidance oriented towards South LA community-based organization(s) as operator.
Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	<i>CEQA not applicable to Electric Mobility: E-Bike Library project.</i>

## STEP Implementation Grant Proposal Template

### PROJECT 2A THRESHOLDS & CRITERIA *tab*

<p>If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.</p>	<p>CEQA not applicable to Electric Mobility: E-Bike Library project.</p>
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<b>TRANSPORTATION EQUITY</b>	
<p>Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility</p>	<p>Public bikesharing in LA (Metro Bike Share), like other large cities, has not extended too many disadvantaged communities. This E-bike Library addresses gaps identified in a bikeshare equity study, led by community-based organization People for Mobility Justice and the Los Angeles County Bicycle Coalition in partnership with Metro and LADOT. The Library will provide free usage of electric bikes (both price and credit card access were identified as program barriers); provide low-tech, neighborhood-based access to bikes (app-based sign-up was identified as a barrier); and include adaptive e-bikes for people with disabilities.</p> <p>Furthermore, the program will extend flexibly into South LA without relying on station placement of the existing Bike Share network, which would have constrained service to northern and more rapidly gentrifying portions of the project area. Longer-term access to bicycles, as identified in bicycle library</p>

## STEP Implementation Grant Proposal Template

### PROJECT 2A THRESHOLDS & CRITERIA tab

<p>to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.</p>	<p>programs in other cities, also produces a more reliable program: users can depend on a bicycle that it theirs to take care of and use for an extended period.</p>
<p>Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.</p>	<p>Loaned e-bikes, unlike traditional bikesharing, will provide greater flexibility, and thus greater benefit to members for a range of trip purposes beyond the short commutes that are typical of bikeshare. Additionally, the extended range of e-bikes, versus the typical &lt;2 mile range that bounds most pedal-only bikeshare trips will further support this wide range of benefits. Trips are expected to range primarily from 2-5 miles, and sometimes longer. Trips are expected to serve similar needs to carsharing, including work-related travel, groceries, errands, medical appointments, etc. While e-bike libraries are not yet commonplace, they are expected to replace the need for private car trips, cutting the GHGs and costs of users travel.</p>

<b>COMMUNITY INCLUSION</b>	
<p>Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.</p>	<p>The Better Bikeshare study identified a number of barriers to the Metro Bikeshare program. The study found that infrastructure placed for bikesharing runs the risk of being out of place with larger community needs around safe and navigable streets. Furthermore, access that involves any form of payment, but especially a credit card, presents a barrier. As with traditional libraries, the program will require registration up front but will provide access to mobility for South LA residents without payment. Lastly, the Metro Bikeshare program did not initially focus on disadvantaged communities and was designed to appeal to business commuters and tourists. A South LA e-bike library addresses this directly by building the program around South LA residents' needs.</p>

## STEP Implementation Grant Proposal Template

### PROJECT 2A THRESHOLDS & CRITERIA *tab*

Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.

All STEP project components leverage years of community engagement in South LA focusing on transit and infrastructure improvements. Efforts by sub-applicant LA Metro and community partner South LA Climate Commons highlighted the need for improved transit access and infrastructure that led to the submission of a Transformative Climate Communities implementation grant in 2017. Over 4,500 South LA residents were involved in a year-long Transformative Climate Communities planning process aimed at the creation of a planning document that highlights resident-led sustainability strategies, convened by SLATE-Z. The E-Bike Library project implements that vision by expanding mobility option to encourage mode shift. To further vet the vision of this STEP proposal, in July and August 2020, SLATE-Z convened over 40 community based organizations and other South LA stakeholder groups that each represent thousands of member residents in several virtual online meetings.



## STEP Implementation Grant Proposal Template

### *PROJECT 2A THRESHOLDS & CRITERIA tab*

<p>Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.</p>	<p>All STEP project components will be supported by online town-hall events, live focus groups, email campaigns, and survey collection led by the Resident Advisory Committee as part of the Collaborative Stakeholder Structure. For the E-Bike Library, the RAC will lead decision making on rental terms and standards, participant eligibility requirements, and loan duration. In this way, the Resident Advisory Committee streamline efficient communication channels for feedback on project implementation while building community power and leadership among grassroots community leaders. See Partnership Structure and Project 4 Thresholds &amp; Criteria.</p>
<p>Identify any hard-to-reach residents.</p>	<p>Hard to reach residents include non-English speaking individuals, undocumented individuals, transit-dependent low-income riders, and seniors and disabled people, including people who are blind or low vision. Because they are harder to reach, however, these residents are the key stakeholders of this program. The E-Bike Library will be broadly available to South LA residents; however by specifically focusing on groups of people who do not typically ride public bike share, such as mothers and people with disabilities, this program will provide a valuable new mobility option to underserved residents.</p>
<p>Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.</p>	<p>Resident Advisory Committee-led engagement activities are well positioned to engage non-English speaking and undocumented households because of the activities' wide reach and grassroots community leadership. RAC community engagement activities are designed and implemented by residents from within the community. Leadership within the decision-making process allows for the unique challenges faced by hard-to-reach residents to be emphasized throughout the design and execution of the project. All outreach material will be designed to be delivered in multiple languages and various digital and analog methods to reduce barriers to accessibility.</p>
<p>Describe how the planned community engagement activities</p>	<p>We will track online (and if conditions allow, in-person) attendance and survey response rates at town-halls, focus groups, and events. Responses will also be analyzed in order to determine quality of the event as well as growing familiarity with specific project-types. Closed and open responses will be</p>

## STEP Implementation Grant Proposal Template

### PROJECT 2A THRESHOLDS & CRITERIA tab

<p>will be evaluated for success and updated accordingly.</p>	<p>aggregated and summarized for reporting at Steering Committee meetings to guide engagement event design. Feedback on engagement event quality and overall program effectiveness will be solicited on a regular basis throughout the project timeline. Additional metrics include overall social media impressions, website visits, and video views of uploaded materials to gauge the effectiveness of digital outreach. Interest forms that invite residents to “stay connected” will also be tracked to gauge how many residents continue to receive updates beyond engagement events.</p>
<p>Identify the expected end users.</p>	<p>End users will come from a broad range of South LA households. As the first program of its kind in California, the E-bike Library will have few restrictions on eligibility, other than age (as with Metro Bike Share, participants must be 16 or older). Building on a recent research collaboration between <i>Investing in Place</i> and <i>South Central Los Angeles Ministry Project</i>, the program will specifically engage mothers. In that research, many mothers expressed optimism about E-bikes because they could use this mode with their family to access the market, parks, libraries, and work. Residents with disabilities are another key demographic. We will work with the RAC and disability community stakeholders to procure micromobility devices and launch an adaptive pilot program.</p>
<p>Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during</p>	<p>We will plan social distance-friendly CicLA mini or CicLAVia (if conditions allow) event routes to highlight the E-Bike Library. Event programming will include demonstrations to show how to use e-bikes and the checkout system. Live demonstrations will be recorded to be circulated on CicLAVia’s social media which has a reach of nearly 115,000 followers and Collaborative Stakeholder Structure partners’ social media accounts.</p> <p>Online and (if possible) in person demonstrations will be supplemented by a marketing campaign including instructional flyers, pamphlets, and posters distributed by sub-applicants, community partners, and directly by RAC members.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 2A THRESHOLDS & CRITERIA tab*

grant implementation.	
Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	All CicLAvia activities aim to eliminate any barriers to entry. The CicLAvia open streets events are free to the public, information translated into multiple languages, and are powered by outreach efforts that reach the natural community homes of residents (churches, schools, libraries, Home Mailings, car postings, door to door). Furthermore, RAC members serving as community ambassadors and CBOs will play a central role in building familiarity with and willingness to use the E-Bike Library, particularly for hard-to-reach community members. RAC members and CBOs as distribution points for community outreach and education into the community, and particularly for hard-to-reach community members. RAC members and CBOs will receive training to emphasize the availability of this information and also collect feedback to be reported at the Steering Committee meetings.
Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	Information and feedback are collected to further refine outreach gaps and opportunities and identify any necessary CicLAvia route mitigation measures to address concerns. Additionally, all direct outreach efforts are documented into a database to ensure proper and timely follow-up with affected businesses and households along the route. The database is maintained and updated regularly. Evaluations will also be conducted through engagement with the Governing/Steering Committee (CSS).

## STEP Implementation Grant Proposal Template

### PROJECT 2A THRESHOLDS & CRITERIA tab

<b>DATA TRACKING AND REPORTING</b>	
Identify the Applicant(s) who will lead data tracking and reporting.	LADOT will lead data tracking and reporting to CARB across all projects.
Describe the plan for tracking and collecting project-related data to report to CARB.	LADOT will submit quarterly reports to include a summary of key metrics and progress on deliverables, evaluation of impacts relative to STEP grant funds expended, a summary of outreach and community engagement activities, and data sets detailing user survey responses and trip/usage data for each project component. LADOT has recent experience developing the Mobility Data Specification to collect geo-location vehicle information of micromobility operators and will work with the collaborative stakeholder structure to ensure that there is a clear understanding of the data use-case for the E-Bike Library pilot with a focus on privacy protection and LADOT's Data Privacy Protection Principles.
Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	<i>LADOT STEP Benefits Calculator.zip</i>

## STEP Implementation Grant Proposal Template

### PROJECT 2A THRESHOLDS & CRITERIA *tab*

<b>CLIMATE ADAPTATION AND RESILIENCY</b>	
<p>Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.</p>	<p>Almost the entire project area ranks among the 25th percentile or higher using CalEnviroScreen, indicating sensitive populations, socioeconomic factors, and pollution burden. 29% of census tracts within the project area fall within the top 95th percentile or higher of CalEnviroScreen scores, and half rank between the 85th and 95th percentiles. 48% of the project area population live in study areas that rank among the top 5% in Southern California in terms of risk of the population developing carcinogenic cancer due to environmental factors (a risk factor of over 1,200 cancer cases per million residents).</p>
<p>Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.</p>	<p>The E-Bike Library aligns with the climate adaptation goals outlined in the Resilient Los Angeles plan, including reducing health and wellness disparities across neighborhoods and modernizing Los Angeles' infrastructure. As weather events become less predictable and average temperatures go up, having access to zero emission, motorized, non-SOV mobility in South LA is a critical gap to fill between walking, standard bikes, fixed transit and cars in order to adapt to climate change. Angelenos generally have long distances to travel for basic needs. In South LA, which is a food desert and generally lacks vital infrastructure, this is often even more so the case.</p>

## STEP Implementation Grant Proposal Template

### PROJECT 2A THRESHOLDS & CRITERIA *tab*

<b>LONGEVITY AND LESSONS LEARNED</b>	
<p>Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.</p>	<p>The E-Bike Library, like traditional bikesharing, requires ongoing public funding to be sustained. LA Metro and LADOT have supported Metro Bikeshare for several years and expect to continue this support. This e-bike library program is projected to support a level of participation on a per-user and per-mile basis comparable to or better than Metro Bikeshare. The program will consider these more traditional public funding channels as it moves beyond the pilot period, and will analyze the potential for cost savings to LADOT and Metro if the project was to be absorbed into the Metro Bikeshare framework. Most public bikeshare programs are also supported by system-wide sponsorship. This provides another revenue stream for long-term sustainability of the program. Such sponsorships could be adapted to the e-bike library model.</p>
<p>Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.</p>	<p>LADOT will convene a Community of Practice to share lessons from the South LA UBM Pilot with partners in similar communities throughout the state. The Community of Practice will initially target communities supported by Strategic Growth Council’s Transformative Climate Communities program. STEP community partner South LA Climate Commons is already working with fellow TCC planning grant recipients in Southeast LA to share lessons and best practices. The Community of Practice will streamline and expand this by convening other Los Angeles-area TCC recipients in Watts and Pacoima. The Community of Practice will expand to include TCC recipients throughout the State, as well as other similarly organized partnerships.</p>

# STEP Implementation Grant Proposal Template

## PROJECT 2B THRESHOLDS & CRITERIA tab

### INSTRUCTIONS

PROJECT SCOPE	
Project Name	Electric Mobility: Electric On-Demand Community Shuttle
Lead Implementer	LADOT
Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	<p>LADOT will bring an on-demand free shuttle to the heart of South LA between Vermont and Central Avenues. This service will operate through and 24-month first phase. The program will augment the popular DASH service in the area, operating on both weekdays and weekends, and adding approximately 250 service hours to Community DASH service with 4 electric vehicles.</p> <p>The program will be all-electric, operating with new shuttles procured by 2022 in coordination with efforts towards transit electrification. The program will feature app-based trip fulfillment, as recently trialed with LAnow on the City’s West Side. The program will fill gaps in the service area, eliminate the need for transfers, and extend service hours into the evening.</p>
Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	<i>CEQA not applicable to Electric Mobility: Electric On-Demand Community Shuttle project; DASH exempt from CEQA.</i>

# STEP Implementation Grant Proposal Template

## *PROJECT 2B THRESHOLDS & CRITERIA tab*

<p>If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.</p>	<p>CEQA not applicable to Electric Mobility: Electric On-Demand Community Shuttle project; DASH exempt from CEQA.</p>
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<b>TRANSPORTATION EQUITY</b>	
<p>Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility</p>	<p>The Electric Community Shuttle will bring new transit service to the project area, enhancing connections between neighborhood destinations, linking the broader community to opportunities in the rapidly growing South Park neighborhood to the north, and bringing new riders to transit. Specifically, the shuttle will be free, eliminating barriers to adoption, and offering a point of entry to the Universal Basic Mobility pilot. It will be accessible, with point-to-point service that puts accessibility for persons with disabilities front and center in program design. Service will be all-electric, eliminating local CNG emissions. The shuttle will extend to DASH service into evening hours to better accommodate the needs of working families.</p>



## STEP Implementation Grant Proposal Template

### PROJECT 2B THRESHOLDS & CRITERIA *tab*

<p>to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.</p>	
<p>Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.</p>	<p>The community shuttle will shorten multi-leg trips for current DASH users, bring new transit riders to DASH, and extend evening hours of the popular service, while accelerating LADOT’s transition to electric transit service and prioritizing South LA in this transition. The shuttle program will be designed to augment existing DASH service, especially during times of day in which DASH service is not operating (i.e. weeknights/weekends). The electric shuttles will accelerate the GHG emission reductions to a DAC community improving public health and decreasing health disparities experienced by disadvantaged and low-income communities. The program will have minimal direct impact on existing DASH service as it works to bring new ridership to LADOT Transit.</p>

<b>COMMUNITY INCLUSION</b>	
<p>Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.</p>	<p>The On-Demand Electric Shuttle provides direct access to free and high-quality transit service, This need emerged as the highest community priority in community forums both for this project and as a part ongoing community conversations around transit in South LA led by SLATE-Z, ACT LA, Move LA, Council Districts 8 and 9, and others. It also widens the range of service times for residents that have a diverse range of schedules and working hours. Furthermore, the program provides a new, flexible transit service that aims to attract new riders to transit as residents express concerns about increased parking pressures that have emerged as a consequence of new transit-oriented developments.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 2B THRESHOLDS & CRITERIA tab*

Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.

All STEP project components leverage years of community engagement in South LA focused on transit and infrastructure improvements. Efforts by sub-applicant LA Metro and community partner South LA Climate Commons highlighted the need for improved transit access and infrastructure that led to the submission of a Transformative Climate Communities implementation grant in 2017. Over 4,500 South LA residents were involved in a year-long Transformative Climate Communities planning process aimed at the creation of a planning document that highlights resident-led sustainability strategies, convened by SLATE-Z. The Electric On-Demand Community Shuttle implements that vision by providing first-mile last-mile solutions. To further vet the vision of this STEP proposal, in July and August 2020, SLATE-Z convened over 40 community based organizations and other South LA stakeholder groups that each represent thousands of member residents in several virtual online meetings.

## STEP Implementation Grant Proposal Template

### *PROJECT 2B THRESHOLDS & CRITERIA tab*

<p>Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.</p>	<p>All STEP project components will be supported by online town-hall events, live focus groups, e-mail campaigns, and survey collection led by the Resident Advisory Committee as part of the Collaborative Stakeholder Structure. For the Electric On-Demand Community Shuttle, the RAC will lead decision making on final shuttle zone, route, and hours of operation. In this way, the Resident Advisory Committee streamline efficient communication channels for feedback on project implementation while building community power and leadership among grassroots community leaders. See Partnership Structure and Project 4 Thresholds &amp; Criteria.</p>
<p>Identify any hard-to-reach residents.</p>	<p>Hard to reach residents include non-English speaking individuals, undocumented individuals, transit-dependent low-income riders, and seniors and disabled people, including people who are blind or low vision. Curb-to-curb service will improve mobility for these individuals in a way that core DASH service does not. Typical demand-responsive service can require long wait times and often must be pre-scheduled. The Electric On-Demand Shuttle will take a Universal Design Approach to this issue, by improving the quality of service for all users with vehicles that are ADA-accessible. App-based dispatch of trips will also aid individuals that are vision or hearing impaired.</p>
<p>Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.</p>	<p>Resident Advisory Committee-led engagement activities are well positioned to engage non-English speaking and undocumented households because of the activities' wide reach and grassroots community leadership. RAC community engagement activities are designed and implemented by residents from within the community. Leadership within the decision-making process allows for the unique challenges faced by hard-to-reach residents to be emphasized throughout the design and execution of the project. All outreach material will be designed to be delivered in multiple languages and various digital and analog methods to reduce barriers to accessibility.</p>
<p>Describe how the planned community</p>	<p>We will track online (and if conditions allow, in-person) attendance and survey response rates at town-halls, focus groups, and events. Responses will also be analyzed in order to determine quality of the</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 2B THRESHOLDS & CRITERIA tab*

<p>engagement activities will be evaluated for success and updated accordingly.</p>	<p>event as well as growing familiarity with specific project-types. Closed and open responses will be aggregated and summarized for reporting at Steering Committee meetings to guide engagement event design. Feedback on engagement event quality and overall program effectiveness will be solicited on a regular basis throughout the project timeline. Additional metrics include overall social media impressions, website visits, and video views of uploaded materials to gauge the effectiveness of digital outreach. Interest forms that invite residents to “stay connected” will also be tracked to gauge how many residents continue to receive updates beyond engagement events.</p>
<p>Identify the expected end users.</p>	<p>Users are expected to draw from both existing and new DASH users. The current Community DASH service is limited to circulators that are primarily geared towards neighborhood connections and links with the Metro Blue Line. This new service will augment existing service, connecting riders to employment and other essential destinations and linking South residents directly to the Blue Line, LA Trade Tech College, USC, and Downtown. As with Community DASH service, the Electric Community Shuttle is expected to be popular with elderly, low-income, and disabled users, and will include ADA-compliant service.</p>
<p>Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during</p>	<p>We will plan social distance-friendly CicLA mini or CicLAVia (if conditions allow) event routes to highlight the Community Shuttle. Event programming will include demonstrations to show how to use the Shuttle. Live demonstrations will be recorded to be circulated on CicLAVia’s social media which has a reach of nearly 115,000 followers and Collaborative Stakeholder Structure partners’ social media accounts. Online and (if possible) in person demonstrations will be supplemented by a marketing campaign including instructional flyers, pamphlets, and posters distributed by sub-applicants, community partners, and directly by RAC members.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 2B THRESHOLDS & CRITERIA tab*

grant implementation.	
Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	All CicLAvia activities aim to eliminate any barriers to entry. The CicLAvia open streets events are free to the public, information translated into multiple languages, and are powered by outreach efforts that reach the natural community homes of residents (churches, schools, libraries, Home Mailings, car postings, door to door). Furthermore, RAC members serving as community ambassadors and CBOs will play a central role in building familiarity with and willingness to use the Electric On-Demand Community Shuttle, particularly for hard-to-reach community members. RAC members and CBOs as distribution points for community outreach and education into the community, and particularly for hard-to-reach community members. RAC members and CBOs will receive training to emphasize the availability of this information and also collect feedback to be reported at the Steering Committee meetings.
Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	Information and feedback are collected to further refine outreach gaps and opportunities and identify any necessary CicLAvia route mitigation measures to address concerns. Additionally, all direct outreach efforts are documented into a database to ensure proper and timely follow-up with affected businesses and households along the route. The database is maintained and updated regularly. Evaluations will also be conducted through engagement with the Governing/Steering Committee (CSS).

## STEP Implementation Grant Proposal Template

### PROJECT 2B THRESHOLDS & CRITERIA tab

<b>DATA TRACKING AND REPORTING</b>	
Identify the Applicant(s) who will lead data tracking and reporting.	LADOT will lead data tracking and reporting to CARB across all projects.
Describe the plan for tracking and collecting project-related data to report to CARB.	LADOT will submit quarterly reports to include a summary of key metrics and progress on deliverables, evaluation of impacts relative to STEP grant funds expended, a summary of outreach and community engagement activities, and data sets detailing user survey responses and trip/usage data for each project component. LADOT has recent experience developing the Mobility Data Specification to collect geo-location vehicle information of micromobility operators and will work with the collaborative stakeholder structure to ensure that there is a clear understanding of the data use-case for the E-Bike Library pilot with a focus on privacy protection and LADOT's Data Privacy Protection Principles.
Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	<i>LADOT STEP Benefits Calculator.zip</i>

## STEP Implementation Grant Proposal Template

### PROJECT 2B THRESHOLDS & CRITERIA *tab*

<b>CLIMATE ADAPTATION AND RESILIENCY</b>	
<p>Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.</p>	<p>Almost the entire project area ranks among the 25th percentile or higher using CalEnviroScreen, indicating sensitive populations, socioeconomic factors, and pollution burden. 29% of census tracts within the project area fall within the top 95th percentile or higher of CalEnviroScreen scores, and half rank between the 85th and 95th percentiles. 48% of the project area population live in study areas that rank among the top 5% in Southern California in terms of risk of the population developing carcinogenic cancer due to environmental factors (a risk factor of over 1,200 cancer cases per million residents).</p>
<p>Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.</p>	<p>The E-Bike Library aligns with the climate adaptation goals outlined in the Resilient Los Angeles plan, including reducing health and wellness disparities across neighborhoods and modernizing Los Angeles' infrastructure. As weather events become less predictable and average temperatures go up, having access to zero emission, motorized, non-SOV mobility in South LA is a critical gap to fill between walking, standard bikes, fixed transit and cars in order to adapt to climate change. Angelenos generally have long distances to travel for basic needs. In South LA, which is a food desert and generally lacks vital infrastructure, this is often even more so the case.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 2B THRESHOLDS & CRITERIA tab*

<b>LONGEVITY AND LESSONS LEARNED</b>	
<p>Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.</p>	<p>The E-Bike Library, like traditional bikesharing, requires ongoing public funding to be sustained. LA Metro and LADOT have supported Metro Bikeshare for several years and expect to continue this support. This e-bike library program is projected to support a level of participation on a per-user and per-mile basis comparable to or better than Metro Bikeshare. The program will consider these more traditional public funding channels as it moves beyond the pilot period, and will analyze the potential for cost savings to LADOT and Metro if the project was to be absorbed into the Metro Bikeshare framework. Most public bikeshare programs are also supported by system-wide sponsorship. This provides another revenue stream for long-term sustainability of the program. Such sponsorships could be adapted to the e-bike library model.</p>
<p>Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.</p>	<p>LADOT will convene a Community of Practice to share lessons from the South LA UBM Pilot with partners in similar communities throughout the state. The Community of Practice will initially target communities supported by Strategic Growth Council’s Transformative Climate Communities program. STEP community partner South LA Climate Commons is already working with fellow TCC planning grant recipients in Southeast LA to share lessons and best practices. The Community of Practice will streamline and expand this by convening other Los Angeles-area TCC recipients in Watts and Pacoima. The Community of Practice will expand to include TCC recipients throughout the State, as well as other similarly organized partnerships.</p>



# STEP Implementation Grant Proposal Template

## PROJECT 2C THRESHOLDS & CRITERIA tab

### INSTRUCTIONS

PROJECT SCOPE	
Project Name	Electric Mobility: Electric On-Demand Car Share Expansion
Lead Implementer	LADOT
Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	<p>This project will expand the successful BlueLA carshare pilot to South LA. The expansion will 100 additional vehicles and 6,000 new members into the program through enhanced outreach in conjunction with the Mobility Wallet. As with Phase I of BlueLA, a steering committee composed of CBOs will guide program design, including (a) vendor selection, (b) site selection and (c) integration of this program into the Universal Basic Mobility.</p> <p>Building on current Phase II growth, STEP support will bring the program as far south as Slauson Avenue, which will soon welcome the Rail to Rail Active Transportation Corridor (Project #7). Stations will be mostly off-street as identified in Transportation Electrification (Project #5), which will speed up the pace of construction as the program grows.</p>
Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	<i>Readiness_CEQA Worksheet_EV Car Share Expansion.pdf</i>

## STEP Implementation Grant Proposal Template

### *PROJECT 2C THRESHOLDS & CRITERIA tab*

<p>If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.</p>	<p>CEQA not applicable to Electric Mobility: Electric Vehicle Car Share Expansion project.</p>
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<b>TRANSPORTATION EQUITY</b>	
<p>Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility</p>	<p>The expanded BlueLA Carshare program is expected to continue the success of the first phase of the service. In Phase I, 50% of membership and over 60% of utilization came from low-income households. As the program grows, it will be a central priority of the program to lock in these discounts for low-income subscribers. Furthermore, in alignment with the goals of UBM and in coordination with the Collaborative Stakeholder Structure, LADOT will consider further discounts for low-income users by leveraging the Mobility Wallet. Lastly, the project team has received consistent feedback around the need for additional outreach to promote the carshare program as it expands in less visible (i.e. off-street) locations.</p> <p>As BlueLA program grows and transitions towards public-ownership model, reliability and customer service for members from all backgrounds will be increasingly important. Member feedback,</p>

## STEP Implementation Grant Proposal Template

### PROJECT 2C THRESHOLDS & CRITERIA tab

<p>to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.</p>	<p>community focus groups and direction from community-based organizations and the collaborative stakeholder structure will be critical to building this program.</p>
<p>Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.</p>	<p>Trips are expected to meet a variety of needs that supplement transit for zero-car households, or for households that need a second vehicle occasionally. These trips include work-related travel, grocery shopping and other errands, trips to medical appointments, childcare and school pickup/dropoff etc. As with other carshare programs, participation is expected to reduce the need for private cars, alleviating parking and congestion, GHG emissions, and reducing households' transportation budgets. Many members cite that the greatest impact of having occasional access to a car through carshare is independence without the financial burden of car ownership.</p>

<b>COMMUNITY INCLUSION</b>	
<p>Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.</p>	<p>BlueLA has been identified as a priority for South LA since project inception in 2015, and was identified as a potential expansion zone as a part of initial community engagement. Community based organizations, including Trust South LA, have advocated to expand the program to South LA as initial program results have shown that the program provides an affordable service and primarily serves low-income users. The program has been shown to complement transit and most recently through the pandemic has proven to serve as a critical mobility option for residents looking to take essential trips for groceries, doctors' appointments, as well as to make visits to friends and families. Approximately sixty percent of BlueLA trips are taken by qualifying very low-income households.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 2C THRESHOLDS & CRITERIA tab*

Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.

The successful first phase of the Electric Vehicle Car Share program was guided by a Steering Committee made up of institutional and community-based partners representing low-income residents of South LA, Pico-Union, and Koreatown.

All STEP project components leverage years of community engagement in South LA focusing on transit and infrastructure improvements. Efforts by sub-applicant LA Metro and community partner South LA Climate Commons highlighted the need for improved transit access and infrastructure that led to the submission of a Transformative Climate Communities implementation grant in 2017. Over 4,500 South LA residents were involved in a year-long Transformative Climate Communities planning process aimed at the creation of a planning document that highlights resident-led sustainability strategies, convened by SLATE-Z. Electric Vehicle Car Share implements that vision by expanding a successful community-driven program into South LA that increases access to Clean Mobility options and addresses issues of income. To further vet the vision of this STEP proposal, in July and August 2020, SLATE-Z convened over 40 community based organizations and other South LA stakeholder groups that each represent thousands of member residents in several virtual online meetings.

## STEP Implementation Grant Proposal Template

### *PROJECT 2C THRESHOLDS & CRITERIA tab*

<p>Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.</p>	<p>All STEP project components will be supported by online town-hall events, live focus groups, email campaigns, and survey collection led by the Resident Advisory Committee as part of the Collaborative Stakeholder Structure. For the Electric Vehicle Car Share program, the RAC will lead decision making on pricing, location considerations and advising outreach and marketing. In this way, the Resident Advisory Committee streamline efficient communication channels for feedback on project implementation while building community power and leadership among grassroots community leaders. See Partnership Structure and Project 4 Thresholds &amp; Criteria.</p>
<p>Identify any hard-to-reach residents.</p>	<p>Hard to reach residents include non-English speaking individuals, undocumented individuals, transit-dependent low-income riders, and seniors and the disabled people including people who are blind or low vision. Carsharing is typically limited in direct service to some, but not all of these populations due to restrictions to service to only users with drivers' licenses. The BlueLA program and others have focused on this disparity in access by: (1) explicitly allowing drivers with AB60 licenses and drivers with valid international licenses to apply, (2) partnering with social service agencies to extend the fleet to hard-to-reach residents through volunteers and aides, and (3) inclusion of Wheelchair-Accessible Vehicles in the carshare fleet. These second and third strategies will be worked towards as BlueLA transitions to a publicly-owned model.</p>
<p>Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.</p>	<p>Resident Advisory Committee-led engagement activities are well positioned to engage non-English speaking and undocumented households because of the activities' wide reach and grassroots community leadership. RAC community engagement activities are designed and implemented by residents from within the community. Leadership within the decision-making process allows for the unique challenges faced by hard-to-reach residents to be emphasized throughout the design and execution of the project. All outreach material will be designed to be delivered in multiple languages and various digital and analog methods to reduce barriers to accessibility.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 2C THRESHOLDS & CRITERIA tab*

<p>Describe how the planned community engagement activities will be evaluated for success and updated accordingly.</p>	<p>We will track online (and if conditions allow, in-person) attendance and survey response rates at town-halls, focus groups, and events. Responses will also be analyzed in order to determine quality of the event as well as growing familiarity with specific project-types. Closed and open responses will be aggregated and summarized for reporting at Steering Committee meetings to guide engagement event design.</p> <p>Feedback on engagement event quality and overall program effectiveness will be solicited on a regular basis throughout the project timeline. Additional metrics include overall social media impressions, website visits, and video views of uploaded materials to gauge the effectiveness of digital outreach. Interest forms that invite residents to “stay connected” will also be tracked to gauge how many residents continue to receive updates beyond engagement events.</p>
<p>Identify the expected end users.</p>	<p>End users will come from a broad array of South LA households, as well as current BlueLA users and communities (East Hollywood, Koreatown, Downtown, Echo Park, Boyle Heights, and Chinatown) looking to connect to destinations within the STEP community project area. Also, given the 24-hour on-demand nature of the service, end users can be travelers not served by public transit hours of operation and frequency, and who might not otherwise feel safe waiting by themselves at night for service. Additionally, we expect a majority of users to be low-income taking advantage of a qualifying reduced fare program.</p>
<p>Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in</p>	<p>We will plan social distance-friendly CicLA mini or CicLAVia (if conditions allow) event routes to highlight Car Share charging stations. Event programming will include demonstrations to show how to use electric vehicles, charging stations, and how to navigate membership. Live demonstrations will be recorded to be circulated on CicLAVia’s social media which has a reach of nearly 115,000 followers and Collaborative Stakeholder Structure partners’ social media accounts.</p> <p>Online and (if possible) in person demonstrations will be supplemented by a marketing campaign including instructional flyers, pamphlets, and posters distributed by sub-applicants, community partners, and directly by RAC members.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 2C THRESHOLDS & CRITERIA tab*

decision-making processes during grant implementation.	
Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	All CicLAvia activities aim to eliminate any barriers to entry. The CicLAvia open streets events are free to the public, information translated into multiple languages, and are powered by outreach efforts that reach the natural community homes of residents (churches, schools, libraries, Home Mailings, car postings, door to door). Furthermore, RAC members serving as community ambassadors and CBOs will play a central role in building familiarity with and willingness to use Electric Vehicle Car Share, particularly for hard-to-reach community members. RAC members and CBOs will receive training to emphasize the availability of this information and also collect feedback to be reported at the Steering Committee meetings.
Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	Information and feedback are collected to further refine outreach gaps and opportunities and identify any necessary CicLAvia route mitigation measures to address concerns. Additionally, all direct outreach efforts are documented into a database to ensure proper and timely follow-up with affected businesses and households along the route. The database is maintained and updated regularly. Evaluations will also be conducted through engagement with the Governing/Steering Committee (CSS).

## STEP Implementation Grant Proposal Template

### PROJECT 2C THRESHOLDS & CRITERIA tab

<b>DATA TRACKING AND REPORTING</b>	
Identify the Applicant(s) who will lead data tracking and reporting.	LADOT will lead data tracking and reporting to CARB across all projects.
Describe the plan for tracking and collecting project-related data to report to CARB.	LADOT and any contracted service providers will collect data to be shared with CARB. LADOT and SLATE-Z will oversee development of surveys to be distributed to participants in the various project components, focusing on user experience, impacts on mode shift, and origin and destination information. Data collected will include number, type, and amount of subsidies disbursed, shared mobility ridership and usage within the project area, electric vehicle infrastructure usage within the project area, and fares and rates charged for rides and usage. Carshare usage data in the project area will be collected pursuant to MDS adapted for the carshare mode. LADOT will submit quarterly reports to include a summary of key metrics and progress on deliverables, evaluation of impacts relative to STEP grant funds expended, a summary of outreach and community engagement activities, and data sets detailing user survey responses and trip/usage data for each project component.
Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	<i>LADOT STEP Benefits Calculator.zip</i>



## STEP Implementation Grant Proposal Template

### PROJECT 2C THRESHOLDS & CRITERIA *tab*

<b>CLIMATE ADAPTATION AND RESILIENCY</b>	
<p>Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.</p>	<p>Almost the entire project area ranks among the 25th percentile or higher using CalEnviroScreen, indicating sensitive populations, socioeconomic factors, and pollution burden. 29% of census tracts within the project area fall within the top 95th percentile or higher of CalEnviroScreen scores, and half rank between the 85th and 95th percentiles. 48% of the project area population live in study areas that rank among the top 5% in Southern California in terms of risk of the population developing carcinogenic cancer due to environmental factors (a risk factor of over 1,200 cancer cases per million residents).</p>
<p>Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.</p>	<p>In Los Angeles, where distances to basic needs are longer, and the public transit network has certain gaps in geographic reach and service hours, augmented public transit through zero-emission carshare is a critical climate resilience and adaptation intervention. Data from Phase 1 of the BlueLA project indicates that many users of the carshare service are replacing a transit ride or a walk, and as average temperatures go up due to climate change, South LA residents, who are already more exposed to the urban heat island effect, need access to a climate resilient mobility option that gets them to their destination.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 2C THRESHOLDS & CRITERIA tab*

<b>LONGEVITY AND LESSONS LEARNED</b>	
<p>Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.</p>	<p>As with core transit services, LADOT has committed to sustaining low-income discounts for this popular service, and is committed to keeping overall rates for the program low. LADOT is moving to sustain the program across three dimensions: (1) transitioning the program from a public-private partnership to a publicly-owned, vendor support model, which will reduce the cost of operations; (2) exploring new revenue streams for sustaining the service including using both public funds and private advertising/sponsorship; (3) growing the program to 250-300 vehicles, including the 100 vehicles proposed through STEP. Growth to this scale will improve operating efficiencies and financial performance, building a sustainable long-term operation.</p>
<p>Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.</p>	<p>LADOT will convene a Community of Practice to share lessons from the South LA UBM Pilot with partners in similar communities throughout the state. The Community of Practice will initially target communities supported by Strategic Growth Council’s Transformative Climate Communities program. STEP community partner South LA Climate Commons is already working with fellow TCC planning grant recipients in Southeast LA to share lessons and best practices. The Community of Practice will streamline and expand this by convening other Los Angeles-area TCC recipients in Watts and Pacoima. The Community of Practice will expand to include TCC recipients throughout the State, as well as other similarly organized partnerships.</p>

# STEP Implementation Grant Proposal Template

## PROJECT 3 THRESHOLDS & CRITERIA tab

### INSTRUCTIONS

PROJECT SCOPE	
Project Name	Charging for All
Lead Implementer	LA Mayor’s Office of Sustainability
Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	<p>The Charging for All project will create a network of 175 public Level 2 (L2) chargers throughout the entire STEP project area, geographically dispersed such that all residents are within minutes of a public charger. The chargers will be open and available to the community at public facilities they already make use of, such as parks and libraries, as well as at the curbside affixed to street lights. In addition to the L2 network, a network of high speed chargers will be deployed to ensure that every resident in the zone is within a 10 minute drive of a DC fast charger. This will help to enable electrification for 1) residents of multi-family homes and 2) commercial drivers living or working in the neighborhood, including rideshare and other gig or delivery workers.</p>
Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	<p><i>Readiness_CEQA Worksheet_Charging for All.pdf</i></p>

# STEP Implementation Grant Proposal Template

## PROJECT 3 THRESHOLDS & CRITERIA tab

<p>If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.</p>	<p>CEQA not applicable to Charging for All project.</p>
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<b>TRANSPORTATION EQUITY</b>	
<p>Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility</p>	<p>The DC fast charger and Level 2 network of EV chargers provides a backbone of generally available community chargers, something currently lacking in the South LA area. This network of chargers has the ability to help a varied group of residents within the STEP Community. Different residents will have different types of charger needs depending on their living and work situations. People who use their vehicle as a means of making money will have access to a robust network of EV chargers that ensures that they can continue to use zero emission mobility for their livelihood, while residents of multifamily dwellings will not be excluded from the electric mobility transition that is underway.</p>

## STEP Implementation Grant Proposal Template

### PROJECT 3 THRESHOLDS & CRITERIA tab

<p>to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.</p>	
<p>Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.</p>	<p>Reliable and close access to an EV charger is a primary factor in allowing people to transition from fossil powered vehicles to electric. Having this robust network in combination with vehicle rebates from DWP and other agencies will give residents the confidence and ability to switch, and will provide the following benefits: 1) reduced vehicle operating and maintenance costs (i.e. more money in their pocket for other necessities), 2) cleaner air for them and everyone living in the zone.</p>

<b>COMMUNITY INCLUSION</b>	
<p>Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.</p>	<p>Electric vehicle charging infrastructure is a basic necessity to allow for any form of electric mobility - whether it is shared, public transit, single occupancy vehicles, micro-mobility or a different mode. Provision of this type of infrastructure is almost like bringing in a utility - water, power, high speed internet. The residents and CBOs have emphasized the importance of obtaining subsidized transit, and creating a robust charging network with state and other matching funds, in what is today a charging desert, is one very clear and tangible way to help subsidize mobility.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 3 THRESHOLDS & CRITERIA tab*

Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.

All STEP project components leverage years of community engagement in South LA focusing on transit and infrastructure improvements. Efforts by sub-applicant LA Metro and community partner South LA Climate Commons highlighted the need for improved transit access and infrastructure that led to the submission of a Transformative Climate Communities implementation grant in 2017. Over 4,500 South LA residents were involved in a year-long Transformative Climate Communities planning process aimed at the creation of a planning document that highlights resident-led sustainability strategies, convened by SLATE-Z. The Charging for All Project implements that vision by addressing spatial barriers. To further vet the vision of this STEP proposal, in July and August 2020, SLATE-Z convened over 40 community based organizations and other South LA stakeholder groups that each represent thousands of member residents in several virtual online meetings.

## STEP Implementation Grant Proposal Template

### *PROJECT 3 THRESHOLDS & CRITERIA tab*

<p>Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.</p>	<p>All STEP project components will be supported by online town-hall events, live focus groups, email campaigns, and survey collection led by the Resident Advisory Committee as part of the Collaborative Stakeholder Structure. For the Charging for All Project, the RAC will solicit community feedback on proposed station locations to ensure that they are sited in the most relevant and useful locations for the immediate surrounding area. See Partnership Structure and Project 4 Thresholds &amp; Criteria.</p>
<p>Identify any hard-to-reach residents.</p>	<p>Hard to reach residents include non-English speaking individuals, undocumented individuals, transit-dependent low-income riders, and seniors and disabled people, including people who are blind or low vision.</p>
<p>Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.</p>	<p>Resident Advisory Committee-led engagement activities are well positioned to engage non-English speaking and undocumented households because of the activities' wide reach and grassroots community leadership. RAC community engagement activities are designed and implemented by residents from within the community. Leadership within the decision-making process allows for the unique challenges faced by hard-to-reach residents to be daylighted throughout the design and execution of the project. All outreach material will be designed to be delivered in multiple languages and various digital and analog methods to reduce barriers to accessibility.</p>
<p>Describe how the planned community engagement activities will be evaluated for</p>	<p>We will track online (and if conditions allow, in-person) attendance and survey response rates at town-halls, focus groups, and events. Responses will also be analyzed in order to determine quality of the event as well as growing familiarity with specific project-types. Closed and open responses will be aggregated and summarized for reporting at Steering Committee meetings to guide further engagement. Feedback on engagement event quality and overall program effectiveness will be solicited</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 3 THRESHOLDS & CRITERIA tab*

<p>success and updated accordingly.</p>	<p>on a regular basis throughout the project timeline. Additional metrics include overall social media impressions, website visits, and video views of uploaded materials to gauge the effectiveness of digital outreach. Interest forms that invite residents to “stay connected” will also be tracked to gauge how many residents continue to receive updates beyond engagement events.</p>
<p>Identify the expected end users.</p>	<p>The Level 2 charger network is anticipated to mostly serve community residents. The chargers will be in locations where many residents go regularly, such as parks, libraries, etc. Electric vehicle ownership is relatively low in this area compared to other parts of the city. However, with numerous longer-range EVs entering the secondary market, and generous DWP, and other incentives available for used electric cars, we expect to bolster adoption through this neighborhood charger network. The chargers will also be available for residents using shared electric mobility options, such as BlueLA. The DC fast charging network will also fill the community charging need, but will also allow for electric mobility of commercial drivers, such as TNC drivers and other delivery services that have significantly increased since the COVID19 19 pandemic started. The three charging plazas are being sited near significant thoroughfares and larger commercial hubs, which are strategic to also serve the City more broadly.</p>
<p>Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making</p>	<p>We will plan social distance-friendly CicLA mini or CicLAvia (if conditions allow) event routes to highlight charging stations. Event programming will include demonstrations to show how to access and utilize charging stations as well as ride-and-drives to help educate residents about electric mobility. Online and (if possible) in person demonstrations will be supplemented by a marketing campaign including instructional flyers, pamphlets, and posters distributed by sub-applicants, community partners, and directly by RAC members.</p>



## STEP Implementation Grant Proposal Template

### *PROJECT 3 THRESHOLDS & CRITERIA tab*

processes during grant implementation.	
Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	All CicLAvia activities aim to eliminate any barriers to entry. The CicLAvia open streets events are free to the public, with information translated into multiple languages, and are powered by outreach efforts that reach the natural community homes of residents (churches, schools, libraries, Home Mailings, car postings, door to door). Furthermore, RAC members serving as community ambassadors and CBOs will play a central role in building familiarity with the Charging for All project. Additionally, many of the hard-to-reach residents are regular users of the City facilities where the chargers are proposed to be sited, so information will be shared and made available at libraries and parks.
Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	With electric mobility, touching, feeling and seeing the vehicles or chargers is the most important way to familiarize and get people comfortable with the technology and consider going electric (whether shared, personal or other). This means the metrics that will be looked at are the number of drives by community members as part of a ride and drive event, and the number of people who passed by a dedicated EV informational booth at the community outreach events (e.g. CicLAvia).

## STEP Implementation Grant Proposal Template

### *PROJECT 3 THRESHOLDS & CRITERIA tab*

<b>DATA TRACKING AND REPORTING</b>	
Identify the Applicant(s) who will lead data tracking and reporting.	LADOT will lead data tracking and reporting to CARB across all projects.
Describe the plan for tracking and collecting project-related data to report to CARB.	The Mayor's Office of Sustainability and any contracted service providers will collect data to be shared with LADOT, including number, type, and amount of subsidies disbursed and electric vehicle infrastructure usage within the project area. LADOT and SLATE-Z will oversee development of surveys to be distributed to subsidy recipients and participants in the various project components, focusing on user experience, impacts on mode shift, and origin and destination information. LADOT will submit quarterly reports to include a summary of key metrics and progress on deliverables, evaluation of impacts, summary of outreach and engagement activities, and data sets detailing user survey responses and trip/usage data for each project component.
Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	<i>LADOT STEP Benefits Calculator.zip</i>

## STEP Implementation Grant Proposal Template

### PROJECT 3 THRESHOLDS & CRITERIA tab

<b>CLIMATE ADAPTATION AND RESILIENCY</b>	
<p>Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.</p>	<p>Nearly the entire project area ranks among the 25th percentile or higher using CalEnviroScreen, indicating sensitive populations, socioeconomic factors, and pollution burden. 29% of census tracts within the project area fall within the top 95th percentile or higher of CalEnviroScreen scores, and half rank between the 85th and 95th percentiles. 48% of the project area population live in study areas that rank among the top 5% in Southern California in terms of risk of the population developing carcinogenic cancer due to environmental factors (a risk factor of over 1,200 cancer cases per million residents).</p>
<p>Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.</p>	<p>Creating a comprehensive network of electric vehicle charging infrastructure in South LA is a resilience and adaptation measure in itself. Electric cars are powered by a much more reliable, domestically sourced fuel that is 45% carbon-free in DWP territory today. This EV charging backbone will give residents the confidence to convert to electric mobility, which has many direct and ancillary benefits around total cost of ownership, air quality, etc, but will also remove residents from the volatility of international fossil commodity markets, a volatility that is already being exacerbated by climate change and its many negative impacts.</p>

## STEP Implementation Grant Proposal Template

### PROJECT 3 THRESHOLDS & CRITERIA tab

<b>LONGEVITY AND LESSONS LEARNED</b>	
<p>Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.</p>	<p>The three DC fast charging plazas will have contracts in place for longer than the grant period. Contracts for DC fast charging plazas typically range from 7 to 10 years, which will ensure a long period of available fast charging for residents. The Level 2 charging network will likewise be installed with software and service warranties in place for 5 years. Additionally, with the difficult work of electrical upgrades completed as part of the grant delivery, if chargers malfunction or break in post grant years, they can be replaced quickly and relatively cheaply by either City forces or other vendors.</p>
<p>Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.</p>	<p>There is a growing amount of best practices and lessons learned literature on the topic of installing EV chargers in off-street lots, and a maturing industry of qualified vendors with in-the-field EVSE installation experience. Given that, the quarterly reports from DOT and Community of Practice Convening with LA-Area TCC Communities will highlight any notable installation issues that arise. The primary focus for experience sharing will be on the outreach and neighborhood engagement piece of this project. Sharing this type of experience with partners will benefit disadvantaged communities across the state that are looking to increase the EV and EVSE literacy of their residents and ultimately increase zero emission mobility.</p>

# STEP Implementation Grant Proposal Template

## PROJECT 4 THRESHOLDS & CRITERIA tab

### INSTRUCTIONS

PROJECT SCOPE	
Project Name	CicLAvia South LA: Stakeholder Engagement & Outreach
Lead Implementer	CicLAvia
Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	CicLAvia is planning a series of open street events (1-10 miles) in multiple South LA neighborhoods throughout the entire STEP project area. These serve as testing and onboarding platforms for the UBM Pilot, venues for data collection, community feedback, and outreach and recruitment to the CSS. CicLAvia works directly with community organizations, churches, schools, businesses to develop community-driven programming and address issues of overall event design. Additionally, CicLAvia's collaborative approach to outreach results in contractual relationships with community organizations as outreach partners.
Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	<i>CEQA not applicable to CicLAvia South LA project.</i>

## STEP Implementation Grant Proposal Template

### PROJECT 4 THRESHOLDS & CRITERIA tab

<p>If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.</p>	<p>CEQA not applicable to CicLAvia South LA project.</p>
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<b>TRANSPORTATION EQUITY</b>	
<p>Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility</p>	<p>CicLAvia open streets events have been studied and shown to raise public awareness on accessibility to multiple modes of transportation (UCLA 2015). CicLAvia highlights the disparities that exist in access to transportation and public amenity infrastructure amongst communities. With equity, inclusion, and access as fundamental tenets in CicLAvia work, CicLAvia outreach and partnership model is directly informed by the communities in which CicLAvia events take place. As an open streets event, CicLAvia produces high quality, impactful, and events that are accessible to the community because they are free, no-cost to all participants; no requirements or experience necessary to participate; all non-motorized forms of mobility are encouraged (bike, walk, skate); and proximity to public transportation to access the route. Environmental and sustainability studies conducted by UCLA have shown that CicLAvia open streets events have significantly improved air quality by reducing air emissions by 50% in the locations where the events take place.</p>

## STEP Implementation Grant Proposal Template

### PROJECT 4 THRESHOLDS & CRITERIA tab

<p>to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.</p>	
<p>Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.</p>	<p>CicLAvia’s work connects Los Angeles’ diverse population, creating a sense of belonging, inclusion, and community within our region. Through these joyous, large-scale, public events, CicLAvia catalyzes personal and collective change, and inspires a shared passion for Los Angeles while cultivating shared responsibility in creating the region’s future while directly amplifying the marketing and communications of the UBM program. These events will enable active transportation opportunities (via miles of car-free safe streets) in the project area directly supporting healthy behavior changes for STEP Community residents.</p>

<b>COMMUNITY INCLUSION</b>	
<p>Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.</p>	<p>Through extensive door to door outreach, key stakeholder engagement and direct dialogues with residents and community organizations, South LA organizations have long identified the need for safer streets for walking and biking; and increased multi-modal access to small businesses and essential services. CicLAvia’s past and on-going work in South LA has provided an opportunity for people and communities to be active participants in their built and social environments. CicLAvia presents new perspectives in how to experience streets and neighborhoods, and how everyone can be active contributors in creating a more livable future for LA.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 4 THRESHOLDS & CRITERIA tab*

Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.

All STEP project components leverage years of community engagement in South LA focusing on transit and infrastructure improvements. Efforts by sub-applicant LA Metro and community partner South LA Climate Commons highlighted the need for improved transit access and infrastructure that led to the submission of a Transformative Climate Communities implementation grant in 2017. Over 4,500 South LA residents were involved in a year-long Transformative Climate Communities planning process aimed at the creation of a planning document that highlights resident-led sustainability strategies, convened by SLATE-Z. CicLAvia implements that vision by encouraging social cohesion and mode shift and provides direct access to these new programs To further vet the vision of this STEP proposal, in July and August 2020, SLATE-Z engaged convened over 40 community based organizations and other South LA stakeholder groups that each represent thousands of member residents in several virtual online meetings.



## STEP Implementation Grant Proposal Template

### *PROJECT 4 THRESHOLDS & CRITERIA tab*

<p>Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.</p>	<p>All STEP project components will be supported by online town-hall events, live focus groups, email campaigns, and survey collection led by the Resident Advisory Committee as part of the Collaborative Stakeholder Structure. For CicLAvia, the RAC will lead decision making on Routes, Event Dates, Event programming. In this way, the Resident Advisory Committee streamline efficient communication channels for feedback on project implementation while building community power and leadership among grassroots community leaders. See Partnership Structure and Project 4 Thresholds &amp; Criteria.</p>
<p>Identify any hard-to-reach residents.</p>	<p>Hard to reach residents include non-English speaking individuals, undocumented individuals, transit-dependent low-income riders, and seniors and disabled people, including people who are blind or low vision.</p>
<p>Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.</p>	<p>CicLAvia’s Strategic outreach at community centers of activity, and places of worship (Schools, Libraries, Parks, Businesses, churches) along with extensive door to door outreach will ensure we can contact those hardest to reach where they are at. Resident Advisory Committee-led engagement activities are well positioned to engage non-English speaking and undocumented households because of the activities’ wide reach and grassroots community leadership. RAC community engagement activities are designed and implemented by residents from within the community. Leadership within the decision-making process allows for the unique challenges faced by hard-to-reach residents to be emphasized throughout the design and execution of the project. All outreach material will be designed to be delivered in multiple languages and various digital and analog methods to reduce barriers to accessibility.</p>
<p>Describe how the planned community engagement activities</p>	<p>We will track online (and if conditions allow, in-person) attendance and survey response rates at town-halls, focus groups, and events. Responses will also be analyzed in order to determine quality of the event as well as growing familiarity with specific project-types. Closed and open responses will be</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 4 THRESHOLDS & CRITERIA tab*

<p>will be evaluated for success and updated accordingly.</p>	<p>aggregated and summarized for reporting at Steering Committee meetings to guide engagement event design. Feedback on engagement event quality and overall program effectiveness will be solicited on a regular basis throughout the project timeline. Additional metrics include overall social media impressions, website visits, and video views of uploaded materials to gauge the effectiveness of digital outreach. Interest forms that invite residents to “stay connected” will also be tracked to gauge how many residents continue to receive updates beyond engagement events.</p>
<p>Identify the expected end users.</p>	<p>All South LA residents. Demographics of CicLAVia event participants are representative of the demographics of the City of LA. Studies conducted by UCLA have shown that CicLAVia the demographics of participation are comparable to that of the community and city.</p>
<p>Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.</p>	<p>There are no events or experiences in LA like a CicLAVia where community residents are civically-engaged as participants in an active-transportation experience. In past surveys of CicLAVia participants, responses show that participants and community residents are open to education and providing input to new transportation services. We will plan social distance-friendly CicLA mini or CicLAVia (if conditions allow) activations along event routes to highlight STEP project components. Event programming will include demonstrations to show how to use new technologies and services. Live demonstrations will be recorded to be circulated on CicLAVia’s social media which has a reach of nearly 115,000 followers and Collaborative Stakeholder Structure partners’ social media accounts. Online and (if possible) in person demonstrations will be supplemented by a marketing campaign including instructional flyers, pamphlets, and posters distributed by sub-applicants, community partners, and directly by RAC members.</p>
<p>Describe how the planned outreach and</p>	<p>All CicLAVia activities aim to eliminate any barriers to entry. The CicLAVia open streets events are free to the public, accessible to disabled people, information translated into multiple languages, and are</p>

## STEP Implementation Grant Proposal Template

### PROJECT 4 THRESHOLDS & CRITERIA tab

<p>education activities focus on the hard-to-reach residents identified above.</p>	<p>powered by outreach efforts that reach the natural community homes of residents (churches, schools, libraries, Home Mailings, car postings, door to door). Doing this ensures we reach residents multiple times and on their proverbial doorstep. Furthermore, RAC members serving as community ambassadors and CBOs will play a central role in building familiarity with and willingness to use STEP Project Components particularly for hard-to-reach community members. RAC members and CBOs as distribution points for community outreach and education into the community, and particularly for hard-to-reach community members. RAC members and CBOs will receive training to emphasize the availability of this information and also collect feedback to be reported at the Steering Committee meetings.</p>
<p>Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.</p>	<p>Information and feedback are collected to further refine outreach gaps and opportunities and identify any necessary CicLAvia route mitigation measures to address concerns. Additionally, all direct outreach efforts are documented into a database to ensure proper and timely follow-up with affected businesses and households along the route. The database is maintained and updated regularly. Evaluations will also be conducted through engagement with the Governing/Steering Committee (CSS).</p>

## STEP Implementation Grant Proposal Template

### PROJECT 4 THRESHOLDS & CRITERIA tab

<b>DATA TRACKING AND REPORTING</b>	
Identify the Applicant(s) who will lead data tracking and reporting.	LADOT will lead data tracking and reporting to CARB across all projects.
Describe the plan for tracking and collecting project-related data to report to CARB.	CicLAvia will collect data to be shared with LADOT, including survey results. LADOT and SLATE-Z will oversee development of surveys to be distributed to subsidy recipients and participants in the various project components, focusing on user experience, impacts on mode shift, and origin and destination information. Data collected will include event attendance numbers, social media impressions, outreach log reports include number, type, and amount of subsidies disbursed, shared mobility ridership and usage within the project area, electric vehicle infrastructure usage within the project area, bike and pedestrian activity data, and participant numbers at key activations. LADOT will submit quarterly reports to include a summary of key metrics and progress on deliverables, evaluation of impacts, summary of outreach and engagement activities, and data sets detailing user survey responses and trip/usage data for each project component.
Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the	<i>LADOT STEP Benefits Calculator.zip</i>

## STEP Implementation Grant Proposal Template

### PROJECT 4 THRESHOLDS & CRITERIA *tab*

file name in the box to the right.	
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<b>CLIMATE ADAPTATION AND RESILIENCY</b>	
Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.	Almost the entire project area ranks among the 25th percentile or higher using CalEnviroScreen, indicating sensitive populations, socioeconomic factors, and pollution burden. 29% of census tracts within the project area fall within the top 95th percentile or higher of CalEnviroScreen scores, and half rank between the 85th and 95th percentiles. 48% of the project area population live in study areas that rank among the top 5% in Southern California in terms of risk of the population developing carcinogenic cancer due to environmental factors (a risk factor of over 1,200 cancer cases per million residents).
Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase	CicLAvia aligns with the climate adaptation goals outlined in the Resilient Los Angeles plan. Specifically CicLAvia advances the goals of building social cohesion and increasing preparedness through community collaboration, increasing programs and partnerships that foster welcoming neighborhoods. CicLAvia helps meet these goals by implementing CicLAvia open streets events and CicLA-minis in South LA for the duration of the project, strengthening and communicating environmental and social science research of the benefits and impact on CicLAvia on environmental quality and behavior change, and strategically use CicLAvia events and reach as a tool for behavior change.

# STEP Implementation Grant Proposal Template

## PROJECT 4 THRESHOLDS & CRITERIA tab

<p>community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.</p>	
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<b>LONGEVITY AND LESSONS LEARNED</b>	
<p>Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.</p>	<p>CicLAvia has a longstanding commitment to South LA. In CicLAvia's 3 year strategic plan approved by the Board, South LA is a priority area where CicLAvia will continue to produce open streets events and engagements beyond the 24 month duration funded by STEP.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 4 THRESHOLDS & CRITERIA tab*

<p>Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.</p>	<p>LADOT will convene a Community of Practice to share lessons from the South LA UBM Pilot with partners in similar communities throughout the state. The Community of Practice will initially target communities supported by Strategic Growth Council’s Transformative Climate Communities program. STEP community partner South LA Climate Commons is already working with fellow TCC planning grant recipients in Southeast LA to share lessons and best practices. The Community of Practice will streamline and expand this by convening other Los Angeles-area TCC recipients in Watts and Pacoima. The Community of Practice will expand to include TCC recipients throughout the State, as well as other similarly organized partnerships.</p>
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# STEP Implementation Grant Proposal Template

## PROJECT 5 THRESHOLDS & CRITERIA tab

### INSTRUCTIONS

PROJECT SCOPE	
Project Name	Zero Emission Delivery Solutions
Lead Implementer	Los Angeles Cleantech Incubator (LACI)
Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	LACI will lead selection, project management, and execution of zero-emission last-mile delivery solutions. Concurrent with the electric mobility RFP, LACI will procure a fleet of e-cargo bikes. The Collaborative Stakeholder Structure will support selection of technologies with preference for community desired fleets, low-cost mobility business models, and local companies that provide living wage jobs. LACI will offer these business incubation programs at target project sites that compliment other modalities deployed under the grant and to local businesses interested in utilizing delivery services: 1) Founders Business Accelerator for workforce and small businesses support and 2) Market Access for delivery service providers to scale and pursue investor funding. These LACI incubation services de-risk startup projects with weekly project management support, monthly founder coaching sessions, tested curriculum and a six figure debt fund.
Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	<i>CEQA not applicable to Zero Emissions Delivery Solutions project.</i>



# STEP Implementation Grant Proposal Template

## *PROJECT 5 THRESHOLDS & CRITERIA tab*

<p>If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.</p>	<p>CEQA not applicable to Zero Emissions Delivery Solutions project.</p>
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<b>TRANSPORTATION EQUITY</b>	
<p>Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility</p>	<p>Zero Emission Delivery Solutions will incorporate transportation equity across two key dimensions: 1. community wealth-building through entrepreneurship that provides a community-based alternative to larger gig economy networks, and 2. direct replacement of GHG impacts of polluting delivery vehicles with a zero-emission fleet that can be cost-competitive with other delivery solutions.</p> <p>The need for a home-grown model that provides wealth-building opportunities for companies/microentrepreneurs interested in developing and operating delivery networks was emphasized by community partners engaged around this concept, such as Ride On! Bicycle Co-Operative in Leimert Park. Furthermore, a locally-led delivery network will be well positioned to offer a resilient response in the face of COVID-19 and other disasters.</p>

## STEP Implementation Grant Proposal Template

### PROJECT 5 THRESHOLDS & CRITERIA *tab*

<p>to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.</p>	
<p>Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.</p>	<p>The program will provide low cost delivery mobility solutions (e-cargo bikes) to resident delivery workers and local businesses in need of delivery services. LACI will select business models with low-cost mobility and can scale to a sustainable model. Residents disproportionately affected by COVID-19 that cannot safely leave their homes will not be charged extra for delivery services due to low cost delivery models. Delivery solutions will be accessed by nearby transit lines and other deployed projects to, provide a reliable transportation system that enhances people and goods movement. Finally, residents will benefit from cleaner air due to the gas or diesel trucks displaced by the Zero Emission Delivery Solution.</p>

<b>COMMUNITY INCLUSION</b>	
<p>Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.</p>	<p>Technology procurements will consider different zero emission vehicle delivery solutions to meet the community's demands, however community residents have informed LACI, through the ongoing pilot project in Leimert Park, that there is a strong preference for e-courier bikes. LACI will continue to expand understanding of the community's needs and also work hand-in-hand with local CBOs and the Collaborative Stakeholder Structure subcommittee for technology selection to integrate community feedback into microentrepreneurship investment and technology deployment.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 5 THRESHOLDS & CRITERIA tab*

Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.

LACI has been engaged with community partner We Love Leimert which is running an electronic survey campaign to understand the community's zero emission transportation preferences. Modes under evaluation include but are not limited to neighborhood zero emission ride hailing shuttle, personal/courier e-bike rental and direct current fast charging (DCFC). This evaluation is underway as of August 2020 and will be leveraged for deployment of transportation projects in the region for both electric mobility and e-cargo. Engagement with this business community also shows receptivity to zero emission last mile delivery projects, as a site on the 3000 block on Stocker St is being offered for SouthLA Cafe employees to rent delivery vehicles and complete food orders for residents.

## STEP Implementation Grant Proposal Template

### *PROJECT 5 THRESHOLDS & CRITERIA tab*

<p>Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.</p>	<p>All STEP project components will be supported by online town-hall events, live focus groups, email campaigns, and survey collection led by the Resident Advisory Committee as part of the Collaborative Stakeholder Structure. For Zero Emission Delivery Solutions, the RAC and Collaborative Stakeholder Structure technology selection subcommittee will provide direct feedback on the issues facing the community and business sector, and then inform the design and procurement of preferred last mile delivery solutions to solve such issues. In this way, the Resident Advisory Committee streamline efficient communication channels for feedback on project implementation while building community power and leadership among grassroots community leaders. See Partnership Structure and Project 4 Thresholds &amp; Criteria.</p>
<p>Identify any hard-to-reach residents.</p>	<p>Hard to reach residents include non-English speaking individuals, undocumented individuals, transit-dependent low-income riders, seniors and disabled people including people who are blind and low vision. Residents who are not physically able to use a standard form factor of delivery vehicles or micro-mobility are considered hard-to-reach because of the major barrier for adoption as are residents who are not located near high density restaurant and business areas that would utilize delivery technologies deployed in the proposed boundaries. Finally, residents without direct access to delivery orders requested by local businesses are considered hard-to-reach for the goals of this project threshold.</p>
<p>Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.</p>	<p>In vetting CBOs who will assist in business engagement, those that can prove a strong experience with reaching hard-to-reach residents will be scored higher. LACI also has provided a budget to Chewbox, a software company that can match local business with delivery workers, addressing the hard-to-reach residents without easy access to delivery work orders. The Resident Advisory Committee-led engagement activities are also leveraged to engage non-English speaking and undocumented households because of the activities' wide reach and grassroots community leadership. RAC community engagement activities are designed and implemented by residents from within the community. All</p>

## STEP Implementation Grant Proposal Template

### PROJECT 5 THRESHOLDS & CRITERIA tab

	<p>outreach material will be designed to be delivered in multiple languages and various digital and analog methods to reduce barriers to accessibility.</p>
<p>Describe how the planned community engagement activities will be evaluated for success and updated accordingly.</p>	<p>We will track online (and if conditions allow, in-person) attendance and survey response rates at town-halls, focus groups, and events. Responses will also be analyzed in order to determine quality of the event as well as growing familiarity with specific project-types. Closed and open responses will be aggregated and summarized for reporting at Steering Committee meetings to guide engagement event design.</p> <p>Feedback on engagement event quality and overall program effectiveness will be solicited on a regular basis throughout the project timeline. Additional metrics include overall social media impressions, website visits, and video views of uploaded materials to gauge the effectiveness of digital outreach. Interest forms that invite residents to “stay connected” will also be tracked to gauge how many residents continue to receive updates beyond engagement events.</p>
<p>Identify the expected end users.</p>	<p>Expected end users of the project are divided into two categories: local businesses within the boundary that will adopt the delivery solutions and integrate them into their delivery business, and delivery workers who will utilize the delivery solutions deployed to fulfill last mile delivery orders. Delivery workers will either work directly for local businesses or contract through delivery service companies, such as Uber Eats or DoorDash. Based on community feedback, business models deployed by local entrepreneurs will encourage low cost rentals and allow wealth building for project end-users.</p>
<p>Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will</p>	<p>LACI will continue working closely with We Love Leimert (WLL) and Ride On! Bike Cooperative; both are currently engaged with LACI's pilot project in Leimert Park. WLL, the primary partner, is facilitating an afro-centric digital survey campaign to understand the community's zero emission transportation preferences. LACI partner Ride on! will provide connections to the South LA biking community and will recruit residents for the e-cargo bike maintenance training. Finally, LACI will identify three to five of the most appropriate community based organizations through an application process to engage local businesses using the delivery solutions. Additionally, CicLAvia will plan social distance-friendly CicLA</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 5 THRESHOLDS & CRITERIA tab*

<p>help them use new transportation services and actively participate in decision-making processes during grant implementation.</p>	<p>mini or CicLAvia (if conditions allow) event routes to highlight Zero Emission Delivery Solutions. Event programming will include demonstrations to show how to use e-bikes and the Zero Emission Delivery Solutions program.</p>
<p>Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.</p>	<p>LACI will utilize the Collaborative Stakeholder Structure and CBO partnerships to identify residents who would directly benefit from the project but would otherwise be hard to reach. CicLAvia's position in the community will also be leveraged. All CicLAvia activities aim to eliminate any barriers to entry. The CicLAvia open streets events are free to the public, information translated into multiple languages, and are powered by outreach efforts that reach the natural community homes of residents (churches, schools, libraries, Home Mailings, car postings, door to door). Furthermore, RAC members serving as community ambassadors and CBOs will play a central role in building familiarity with and willingness to use Zero Emission Delivery Solutions, particularly for hard-to-reach community members.</p>
<p>Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.</p>	<p>When partnering with CBOs for business outreach, LACI will set Key Performance Indicators (KPIs) over time-based check-ins that CBOs will strive to reach in their outreach. Although stipends will be provided to CBOs, LACI will incent KPIs being reached through an agreed upon structure (e.g. early disbursement of funds when KPIs are on track). LACI will periodically evaluate project performance and identify measures that will increase adoption of the zero emission delivery solutions. Additionally, the direct outreach efforts are documented into a database to ensure proper and timely follow-up with affected businesses and residents. Evaluations will also be conducted through engagement with the Governing/Steering Committee (CSS).</p>

## STEP Implementation Grant Proposal Template

### PROJECT 5 THRESHOLDS & CRITERIA tab

<b>DATA TRACKING AND REPORTING</b>	
Identify the Applicant(s) who will lead data tracking and reporting.	LADOT will lead data tracking and reporting to CARB across all project
Describe the plan for tracking and collecting project-related data to report to CARB.	LACI and any contracted service providers will collect data to be shared with LADOT. LACI has template agreement language and a project performance evaluation team that works with all stakeholders to ensure data sharing requirements are acknowledged and incorporated into project evaluation. LACI will oversee development and evaluation of surveys, focus groups and resident interviews conducted before and after project deployments to measure the impact of the projects. LACI will monitor data collected, including number of deliveries and utilization, and if applicable and available, data on electric vehicle infrastructure usage, e-bike activity, rates charged for rides, business revenue impacts, and fuel consumption data. LADOT will collect data from dockless micro mobility services pursuant to the Mobility Data Specification (MDS) and report directly to CARB.
Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	<i>LADOT STEP Benefits Calculator.zip</i>

## STEP Implementation Grant Proposal Template

### PROJECT 5 THRESHOLDS & CRITERIA tab

<b>CLIMATE ADAPTATION AND RESILIENCY</b>	
<p>Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.</p>	<p>Nearly the entire project area ranks among the 25th percentile or higher using CalEnviroScreen, indicating sensitive populations, socioeconomic factors, and pollution burden. 29% of census tracts within the project area fall within the top 95th percentile or higher of CalEnviroScreen scores, and half rank between the 85th and 95th percentiles. 48% of the project area population live in study areas that rank among the top 5% in Southern California in terms of risk of the population developing carcinogenic cancer due to environmental factors (a risk factor of over 1,200 cancer cases per million residents).</p>
<p>Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.</p>	<p>Zero Emission Delivery Solutions will align with the climate adaptation goals outlined in the Resilient Los Angeles plan. These goals include building social cohesion, reducing health and wellness disparities across neighborhoods, and modernizing Los Angeles’ infrastructure, and provide a guiding framework to increase community resilience to climate change. Zero Emission Delivery Solutions helps meet these goals by addressing a growing sustainability issue—the dramatic increase in package delivery, and the accompanying jump in emissions expended delivering goods. By providing a zero emissions alternative to standard delivery options, this project increases sustainability in vulnerable communities.</p>



## STEP Implementation Grant Proposal Template

### *PROJECT 5 THRESHOLDS & CRITERIA tab*

<b>LONGEVITY AND LESSONS LEARNED</b>	
<p>Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.</p>	<p>To ensure successful and sustainable clean transportation project deployments, LACI will offer core incubation services to providers—specifically, our Founders Business Accelerator and Market Access programs. The programs will help startups to meet the South LA community's needs, de-risk innovative project deployments, and ensure early adoption. LACI will consider sustainability when selecting projects; companies that aim to use grant funding to establish adoption of a mobility service and then transition towards subsidy-free program sustainability will be favored, as will innovative business models or revenue structures that can accomplish long-term implementation. Electric mobility projects will be publicly owned, so residents and local businesses can benefit from CARB STEP-funded innovations beyond the grant term.</p>
<p>Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.</p>	<p>LACI formed the Transportation Electrification Partnership (TEP) in May 2018, an unprecedented multi-year partnership among local, regional, and state stakeholders is actively working to accelerate progress towards transportation electrification and zero emissions goods movement in the Greater LA region. Learnings from the e-cargo and electric mobility projects will be shared, when appropriate and in agreement with the all CARB STEP stakeholders, with TEP so CARB STEP project efforts will be amplified by the partnership. In addition, LADOT will convene a Community of Practice to share lessons from the South LA UBM Pilot with partners in similar communities throughout the state.</p>

# STEP Implementation Grant Proposal Template

## PROJECT 6 THRESHOLDS & CRITERIA tab

### INSTRUCTIONS

PROJECT SCOPE	
Project Name	Quick Build Active Streets
Lead Implementer	LADOT
Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	<p>Quick Build Active Streets encompasses engagement, community-based design exercises, pop-up demonstrations throughout the entire STEP project area, and implementation of a “Quick-Build Toolkit” for South Los Angeles. The project will collaboratively design, test, and implement low-stress street routes that support other STEP project components and key destinations, including the E-Bike Library, charging hubs, transit stations and the Rail to Rail Active Transportation Corridor. The key deliverables include safety education programming, community route rides, pop-up safety demonstrations in collaboration with CicLAvia and STEP Project Partners, micromobility infrastructure charrettes, and implementation of specific routes with quick-build traffic calming, wayfinding, and active mobility infrastructure.</p> <p>Focus streets and opportunity locations for infrastructure improvements have been identified through previous planning processes, but will be confirmed and vetted through STEP engagement.</p>
Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	<i>Readiness_CEQA Worksheet_Quick Build.pdf</i>

# STEP Implementation Grant Proposal Template

## *PROJECT 6 THRESHOLDS & CRITERIA tab*

<p>If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.</p>	<p>CEQA does not apply to Quick Build Active Street project.</p>
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<b>TRANSPORTATION EQUITY</b>	
<p>Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility</p>	<p>Through community engagement activities to develop and prioritize focus routes for bicycling and micromobility, the project will center community concerns and voices in designing treatments that can be implemented quickly. Implementing quick-build solutions through a community testing process will facilitate expedited project delivery to address critical safety issues in communities disproportionately impacted by traffic violence. This considers the needs of groups who are already using bicycles, people-powered modes, and micromobility to get around, but lack safe and comfortable infrastructure to do so, as well as to continue building a culture supportive of local travel by active modes among community members who may be curious but cautious about active transportation and micromobility options. Planned rides, charrettes &amp; Toolkit development will incorporate micromobility infrastructure planning components to expand accessibility and safety of new mobility options, and integrate events and demonstrations with STEP strategies to grow connectivity of STEP-funded transportation choices.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 6 THRESHOLDS & CRITERIA tab*

<p>to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.</p>	
<p>Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.</p>	<p>The project will plan, pilot, and implement safe, low-stress street connections using a community-approved Quick Build Toolkit developed for rapid implementation, iteration, and expansion. The Toolkit will include traffic calming strategies and measures for low-stress neighborhood streets such as neighborhood traffic circles, safer intersection crossings, wayfinding and community identity signage. Through robust engagement activities, the project will also provide direct and authentic feedback mechanisms for safer street implementation, and center around Pop-Up Activations that leverage open street event for community and culture building consistent with CicLAvia’s “live and love local” event framework. The project will integrate infrastructure benefits with micromobility programs to ensure infrastructure has direct relevance to travel of participants in E-Bike Library, Zero Emission Delivery, and Mobility Wallet programs.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 6 THRESHOLDS & CRITERIA tab*

<b>COMMUNITY INCLUSION</b>	
<p>Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.</p>	<p>The project directly addresses the needs expressed by community members for safer, more comfortable streets and for alternative routes to high-speed arterials for active transportation and micromobility users. It also balances the community-identified transportation needs for community-based, collaborative planning and near-term tools for improved streets.</p>
<p>Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for</p>	<p>All STEP project components leverage years of community engagement in South LA focusing on transit and infrastructure improvements. Efforts by sub-applicant LA Metro and community partner South LA Climate Commons highlighted the need for improved transit access and infrastructure that led to the submission of a Transformative Climate Communities implementation grant in 2017. Over 4,500 South LA residents were involved in a year-long Transformative Climate Communities planning process aimed at the creation of a planning document that highlights resident-led sustainability strategies, convened by SLATE-Z. Quick Build Active Streets implements that vision by addressing spatial barriers and encouraging mode shift. To further vet the vision of this STEP proposal, in July and August 2020, SLATE-Z convened over 40 community based organizations and other South LA stakeholder groups that each represent thousands of member residents in several virtual online meetings.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 6 THRESHOLDS & CRITERIA tab*

<p>confirming with community residents that the needs identified are still relevant.</p>	
<p>Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.</p>	<p>All STEP project components will be supported by online town-hall events, live focus groups, email campaigns, and survey collection led by the Resident Advisory Committee as part of the Collaborative Stakeholder Structure. For Quick Build Active Streets, the RAC, in collaboration with dedicated working group partners, will lead decision making on priority focus streets for traffic calming, Quick Build design elements and solutions, and preferred neighborhood bicycle and micromobility routes for implementation. In this way, the Resident Advisory Committee streamline efficient communication channels for feedback on project implementation while building community power and leadership among grassroots community leaders. See Partnership Structure and Project 4 Thresholds &amp; Criteria.</p>
<p>Identify any hard-to-reach residents.</p>	<p>Hard to reach residents include those who speak languages other than English, undocumented individuals, transit-dependent low-income riders, families and women who may be more averse to active and micromobility, and those with limited technology access, and seniors and disabled people including people who are blind or low vision.</p>

## STEP Implementation Grant Proposal Template

### PROJECT 6 THRESHOLDS & CRITERIA tab

<p>Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.</p>	<p>Resident Advisory Committee-led engagement activities are well positioned to engage non-English speaking and undocumented households because of the activities’ wide reach and grassroots community leadership. RAC community engagement activities are designed and implemented by residents from within the community. Leadership within the decision-making process allows for the unique challenges faced by hard-to-reach residents to be emphasized throughout the design and execution of the project. All outreach material will be designed to be delivered in multiple languages and various digital and analog methods to reduce barriers to accessibility. Engagement activities will incorporate community resources and civic engagement components.</p>
<p>Describe how the planned community engagement activities will be evaluated for success and updated accordingly.</p>	<p>We will track online (and if conditions allow, in-person) attendance and survey response rates at town-halls, focus groups, and events. Responses will also be analyzed in order to determine quality of the event as well as growing familiarity with specific project-types. Closed and open responses will be aggregated and summarized for reporting at Steering Committee meetings to guide engagement event design. Feedback on engagement event quality and overall program effectiveness will be solicited on a regular basis throughout the project timeline. Additional metrics include overall social media impressions, website visits, and video views of uploaded materials to gauge the effectiveness of digital outreach. Interest forms that invite residents to “stay connected” will also be tracked to gauge how many residents continue to receive updates beyond engagement events.</p>
<p>Identify the expected end users.</p>	<p>Expected end users for Quick-Build Active Streets are all community members in the project area, especially people who are already traveling by bike or those who may be “interested but concerned” active mobility users-- those interested in sustainable options that would shift modes with safer, lower-stress local connections. A specific end user group with high potential to shift modes is women, who make up a smaller proportion of bicyclists and shared micromobility users but tend to make many local trips.</p>
<p>Describe the outreach and education</p>	<p>The Project centers community-based decision making and co-education. In follow-up to community rides and route charrettes, the planned pop- up demonstrations produced in partnership with CicLAvia</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 6 THRESHOLDS & CRITERIA tab*

<p>activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.</p>	<p>will test collaboratively planned active mobility interventions and create celebratory community spaces to experience and access sustainable mobility projects, building knowledge among end users about the process of infrastructure design and benefits. Video and other collateral, circulated through CSS partners' social media and CicLAvia's 115,000 followers, will create a platform for education and facilitate input from end users. This iterative engagement process and focus on in-person and digital activation will allow community members to participate directly in the process of planning and prioritizing safety improvements.</p>
<p>Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.</p>	<p>Educational programming, Toolkit development, and incorporation of Quick-Build planning will be delivered in close collaboration with CicLAvia, CSS Partners, and RAC stakeholders. The integration of activities across STEP project stakeholders and events will support participation and inclusion of hard-to-reach community members and facilitate broader community awareness of active transportation options. Materials will be provided in multiple languages and in print and digital formats to address digital divide. CBO partners will be engaged to ensure activities are planned and marketed in ways that facilitate accessibility. Activations will align closely with outreach led by CicLAvia. CicLAvia open streets events are free to the public, emphasize inclusion by providing information translated into multiple languages, and are powered by outreach efforts that reach the natural community homes of residents. Furthermore, RAC members serving as community ambassadors and CBOs will play a central role in outreach for activations, particularly for hard-to-reach community members. RAC members and CBOs as distribution points for community outreach and education into the community, and particularly for hard-to-reach community members. RAC members and CBOs will receive training to emphasize the availability of this information and also collect feedback to be reported at the Steering Committee meetings.</p>



## STEP Implementation Grant Proposal Template

### *PROJECT 6 THRESHOLDS & CRITERIA tab*

<p>Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.</p>	<p>Success of planned outreach and engagement activities will be evaluated based on attendance, qualitative and quantitative data gathered from engagement activities, and degree of collaboration among other partners as a metric of social cohesion and culture-building (for example, number of CBOs and other organizations participating). Surveys to collect community feedback on project deliverables will provide a mechanism to measure and evaluate inclusion of diverse stakeholders, including women, families, elders, and people with limited mobility. Evaluations will also be conducted through engagement with the Governing/Steering Committee (CSS).</p>
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## STEP Implementation Grant Proposal Template

### PROJECT 6 THRESHOLDS & CRITERIA tab

<b>DATA TRACKING AND REPORTING</b>	
Identify the Applicant(s) who will lead data tracking and reporting.	LADOT will lead data tracking and reporting to CARB across all projects.
Describe the plan for tracking and collecting project-related data to report to CARB.	LADOT will collect data to be reported, including participation in community engagement activities; pedestrian, bike and micromobility counts at pop-up demonstrations; similar count data prior and post Quick-Build implementation; and pre- and post-implementation community survey data. LADOT and SLATE-Z will oversee development of surveys to be distributed to subsidy recipients and participants in the various project components, focusing on user experience and impacts on mode shift. LADOT will submit quarterly reports to include a summary of key metrics and progress on deliverables, evaluation of impacts relative to STEP grant funds expended, a summary of outreach and community engagement activities, and data sets detailing user survey responses and trip/usage data for each project component.
Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	<i>LADOT STEP Benefits Calculator.zip</i>

## STEP Implementation Grant Proposal Template

### PROJECT 6 THRESHOLDS & CRITERIA tab

<b>CLIMATE ADAPTATION AND RESILIENCY</b>	
<p>Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.</p>	<p>Almost the entire project area ranks among the 25th percentile or higher using CalEnviroScreen, indicating sensitive populations, socioeconomic factors, and pollution burden. 29% of census tracts within the project area fall within the top 95th percentile or higher of CalEnviroScreen scores, and half rank between the 85th and 95th percentiles. 48% of the project area population live in study areas that rank among the top 5% in Southern California in terms of risk of the population developing carcinogenic cancer due to environmental factors (a risk factor of over 1,200 cancer cases per million residents).</p>
<p>Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.</p>	<p>Active Streets Quick Build has several components that address resiliency: through physical infrastructure that supports active transportation and sustainable micromodes such as e-bikes, thereby facilitating modeshift and VMT reduction; through connecting those improvements to other sustainable transportation systems and networks under the program to support accessibility and multimodal connectivity; and through investing in social resilience. This project helps to advance the climate adaptation goals outlined in the Resilient Los Angeles plan by providing safer bicycle and pedestrian infrastructure. Safe active transportation infrastructure incentivizes the use of sustainable modes and builds safer communities.</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 6 THRESHOLDS & CRITERIA tab*

<b>LONGEVITY AND LESSONS LEARNED</b>	
<p>Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.</p>	<p>Through the Toolkit and project development process, the project will establish a framework and critical proof of concept for LADOT to continue quick-build implementation of neighborhood slow streets, providing scalable benefits beyond the grant term.</p> <p>The grant scope and budget are shaped to support fiscal sustainability and high potential for future iteration with local transportation funds-- reflecting a project goal of establishing tools for LADOT to continue inexpensive and efficient implementation of infrastructure components.</p>
<p>Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.</p>	<p>LADOT will convene a Community of Practice to share lessons from the South LA UBM Pilot with partners in similar communities throughout the state. The Community of Practice will initially target communities supported by Strategic Growth Council's Transformative Climate Communities program. STEP community partner South LA Climate Commons is already working with fellow TCC planning grant recipients in Southeast LA to share lessons and best practices. The Community of Practice will streamline and expand this by convening other Los Angeles-area TCC recipients in Watts and Pacoima. The Community of Practice will expand to include TCC recipients throughout the State, as well as other similarly organized partnerships.</p>

# STEP Implementation Grant Proposal Template

## PROJECT 7 THRESHOLDS & CRITERIA tab

### INSTRUCTIONS

PROJECT SCOPE	
Project Name	Rail to Rail First Mile- Last Mile
Lead Implementer	LA Metro
Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	<p>Street enhancements that will facilitate pedestrian and bicycle connections between the future Rail to Rail Connection to Crenshaw/LAX Fairview Heights Station. Planned street enhancements include improved signage and wayfinding markers, striping, and street lighting that facilitate connections between the future Rail to Rail Active Transportation Corridor and Crenshaw/LAX Fairview Heights Station. Crenshaw/LAX Fairview Heights Metro Rail Station is the western terminus of the soon to be constructed Class I multi-use path of the Rail to Rail Active Transportation Corridor (ATC). Enhancements to the public right-of-way may include complete streets infrastructure, improved and accessible pedestrian crossings, lighting, signage and wayfinding markers, and striping for safer bicycling and walking.</p>
Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	<p><i>Readiness_CEQA Worksheet_Rail to Rail.pdf, Readiness_CEQA Clearance_Rail to Rail.pdf, Readiness_NEPA Clearance_Rail to Rail.pdf,</i></p>

## STEP Implementation Grant Proposal Template

### PROJECT 7 THRESHOLDS & CRITERIA tab

<p>If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.</p>	<p>Ready requirements met; CEQA and NEPA complete.</p>
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<b>TRANSPORTATION EQUITY</b>	
<p>Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility</p>	<p>The project proposes a much-needed connection for residents and commuters between the currently under-construction Crenshaw/LAX Fairview Heights Metro Station with the future Rail to Rail Active Transportation Corridor (ATC), expanding the reach of access to the rail corridor to residents and businesses near the Rail to Rail ATC. This connection will provide for new safe multi-modal transportation options including active transportation, and serve key destinations within and beyond the community. The connection will greatly improve the accessibility of the STEP community by zero emission transportation modes, and support the construction of a lasting amenity in the multi-modal ATC, which will be a multi-use Class I corridor spanning five miles and connecting its users to the Crenshaw/LAX line in the west, the Silver Line busway in the middle, and the Blue (A) line in the east. Providing safe pedestrian and bicycle infrastructure to access the new Crenshaw/LAX rail line will provide residents a fast connection to employment, education and recreation destinations in</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 7 THRESHOLDS & CRITERIA tab*

<p>to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.</p>	<p>Inglewood, LAX, the South Bay and the West Side of Los Angeles and Santa Monica, and connections beyond throughout the Metro rail system.</p>
<p>Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.</p>	<p>This project affords the residents of the disadvantaged communities in this area an opportunity to connect to key destinations utilizing public transit and active transportation modes. By safely connecting the Rail to Rail ATC to the Crenshaw/LAX Metro rail line, the project will provide a new safe, affordable and healthy option for residents of the STEP community to reach important destinations throughout the west side of the region. The improvements in the project will also improve the safety of city streets in the area.</p>

## STEP Implementation Grant Proposal Template

### PROJECT 7 THRESHOLDS & CRITERIA tab

<b>COMMUNITY INCLUSION</b>	
<p>Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.</p>	<p>The community currently only has access to bus services provided in this area. By connecting to the Rail to Rail ATC Class 1 multi-use path, this project will provide much needed connectivity to the expansive Metro Rail system and therefore access to a larger region with public transportation. The project also addresses community desires for safer and more comfortable streets as the streets connecting to the Rail to Rail ATC will be improved for safer passage.</p>
<p>Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for</p>	<p>In 2016-2017 (design phase), Metro hosted over 35 meetings. In 2017-2018, Metro partnered with community organizations SLATE-Z, SCOPE, TRUST South Los Angeles, LA Neighborhood Land Trust, SAJE, and Brotherhood Crusade to submit an application to the TCC grant program. In 2018-2019, the City of Los Angeles partnered with the same community groups to successfully obtain a TCC Planning grant for the South Los Angeles Climate Commons Plan, which would address economic and environmental concerns in Corridor neighborhoods. In 2018, the City of LA started the Slauson Corridor Transit Neighborhood Plan and has gathered feedback from over 300 stakeholders to date. To further vet the vision of this STEP proposal, in July and August 2020, SLATE-Z convened over 40 community based organizations and other South LA stakeholder groups that each represent thousands of member residents in several virtual online meetings.</p>



## STEP Implementation Grant Proposal Template

### *PROJECT 7 THRESHOLDS & CRITERIA tab*

<p>confirming with community residents that the needs identified are still relevant.</p>	
<p>Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.</p>	<p>All STEP project components will be supported by online town-hall events, live focus groups, email campaigns, and survey collection led by the Resident Advisory Committee as part of the Collaborative Stakeholder Structure. For the Rail to Rail First-Last Mile project, the RAC will lead decision making on connections to the Crenshaw station more accessible and to all modes and members of the community. In this way, the Resident Advisory Committee streamline efficient communication channels for feedback on project implementation while building community power and leadership among grassroots community leaders. See Partnership Structure and Project 4 Thresholds &amp; Criteria.</p>
<p>Identify any hard-to-reach residents.</p>	<p>Hard to reach residents include non-English speaking individuals, undocumented individuals, transit-dependent low-income riders, and seniors and disabled people, including people who are blind or low vision.</p>
<p>Describe how the planned community</p>	<p>We plan to engage hard to reach stakeholders by utilizing our networks and partners in the area to help us build a rapport and to help us convey messages. Resident Advisory Committee-led engagement</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 7 THRESHOLDS & CRITERIA tab*

<p>engagement activities focus on the hard-to-reach residents identified above.</p>	<p>activities are well positioned to engage non-English speaking and undocumented households because of the activities' wide reach and grassroots community leadership. RAC community engagement activities are designed and implemented by residents from within the community. Leadership within the decision-making process allows for the unique challenges faced by hard-to-reach residents to be emphasized throughout the design and execution of the project. All outreach material will be designed to be delivered in multiple languages and various digital and analog methods to reduce barriers to accessibility.</p>
<p>Describe how the planned community engagement activities will be evaluated for success and updated accordingly.</p>	<p>Metro, working with STEP partners, will continue to monitor feedback given to us via email, phone calls and meetings to gauge if our outreach is successful. We will track online (and if conditions allow, in-person) attendance and survey response rates at town-halls, focus groups, and events. Responses will be analyzed in order to determine quality of the event as well as growing familiarity with specific project-types. Closed and open responses will be aggregated and summarized for reporting at Steering Committee meetings to guide engagement event design. Feedback on engagement event quality and overall program effectiveness will be solicited on a regular basis throughout the project timeline. Additional metrics include overall social media impressions, website visits, and video views of uploaded materials to gauge the effectiveness of digital outreach.</p>
<p>Identify the expected end users.</p>	<p>Local residents, students, commuters, and visitors to the region who are looking for multimodal options of walking, bicycling and other micromobility modes and riding Metro rail. The project will be attractive to residents and visitors to the community who desire faster and safer non-automobile mobility and fast comfortable connections to the wider region.</p>
<p>Describe the outreach and education activities planned to ensure that identified end users in the community have</p>	<p>Metro will continue to utilize our Community Relations team, and any departments within it, to ensure we're providing the most relevant and timely information to stakeholders about the overall Rail to Rail project corridor. We will plan social distance-friendly CicLA mini or CicLAvia (if conditions allow) event routes to highlight the future planned Rail to Rail connections. Online and (if possible) in person education and outreach will be supplemented by a marketing campaign including instructional flyers,</p>

## STEP Implementation Grant Proposal Template

### *PROJECT 7 THRESHOLDS & CRITERIA tab*

<p>knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.</p>	<p>pamphlets, and posters distributed by sub-applicants, community partners, and directly by RAC members.</p>
<p>Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.</p>	<p>We will continue to utilize our networks and partners in the area to help us build a rapport and to help us convey messaging to stakeholders. Furthermore, RAC members serving as community ambassadors and CBOs will play a central role in building familiarity with and willingness to use Rail to Rail connections, particularly for hard-to-reach community members. RAC members and CBOs as distribution points for community outreach and education into the community, and particularly for hard-to-reach community members. RAC members and CBOs will receive training to emphasize the availability of this information and also collect feedback to be reported at the Steering Committee meetings.</p>
<p>Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.</p>	<p>Information and feedback are collected to further refine outreach gaps and opportunities and identify any necessary CicLAvia route mitigation measures to address concerns. Additionally, all direct outreach efforts are documented into a database to ensure proper and timely follow-up with affected businesses and households along the route. The database is maintained and updated regularly. Evaluations will also be conducted through engagement with the Governing/Steering Committee (CSS).</p>

## STEP Implementation Grant Proposal Template

### PROJECT 7 THRESHOLDS & CRITERIA tab

<b>DATA TRACKING AND REPORTING</b>	
Identify the Applicant(s) who will lead data tracking and reporting.	LADOT will lead data tracking and reporting to CARB across all projects.
Describe the plan for tracking and collecting project-related data to report to CARB.	Metro will collect data to be shared with LADOT, including transit access/usage within the project area, and bike and pedestrian activity data and survey results. LADOT and SLATE-Z will oversee development of community surveys/focus groups on user experience, impacts on mode shift, and origin and destination information. LADOT will submit quarterly reports to include a summary of key metrics and progress on deliverables, evaluation of impacts relative to STEP grant funds expended, a summary of outreach and community engagement activities, and data sets detailing user survey responses and trip/usage data for each project component.
Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	<i>LADOT STEP Benefits Calculator.zip</i>

## STEP Implementation Grant Proposal Template

### PROJECT 7 THRESHOLDS & CRITERIA tab

<b>CLIMATE ADAPTATION AND RESILIENCY</b>	
<p>Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.</p>	<p>Almost the entire project area ranks among the 25th percentile or higher using CalEnviroScreen, indicating sensitive populations, socioeconomic factors, and pollution burden. 29% of census tracts within the project area fall within the top 95th percentile or higher of CalEnviroScreen scores, and half rank between the 85th and 95th percentiles. 48% of the project area population live in study areas that rank among the top 5% in Southern California in terms of risk of the population developing carcinogenic cancer due to environmental factors (a risk factor of over 1,200 cancer cases per million residents).</p>
<p>Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.</p>	<p>This project will align with the climate adaptation goals outlined in the Resilient Los Angeles plan. These goals include restoring, rebuilding, and modernizing Los Angeles’ infrastructure, strengthening regional systems and fortifying critical infrastructure, and growing public, private, and philanthropic partnerships that will increase resources dedicated to building resilience. Rail to Rail First-Last Mile Project helps meet this need by providing safer active transportation infrastructure, providing improved access to sustainable transit services, and incentivizing the use of sustainable modes and builds safer communities.</p>

## STEP Implementation Grant Proposal Template

### PROJECT 7 THRESHOLDS & CRITERIA tab

<b>LONGEVITY AND LESSONS LEARNED</b>	
<p>Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.</p>	<p>The project will provide lasting fixed assets to the community, which will continue to provide benefit long after the grant term. Roles and responsibilities for long-term operations and maintenance for any infrastructure that is improved or installed as a result of this project are determined prior to beginning the work and continuously monitored for effectiveness.</p>
<p>Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.</p>	<p>LADOT will convene a Community of Practice to share lessons from the South LA UBM Pilot with partners in similar communities throughout the state. The Community of Practice will initially target communities supported by Strategic Growth Council’s Transformative Climate Communities program. STEP community partner South LA Climate Commons is already working with fellow TCC planning grant recipients in Southeast LA to share lessons and best practices. The Community of Practice will streamline and expand this by convening other Los Angeles-area TCC recipients in Watts and Pacoima. The Community of Practice will expand to include TCC recipients throughout the State, as well as other similarly organized partnerships.</p>

## Governance Narrative Supplemental

### **What**

The collaborative stakeholder structure (CSS) is the governance structure for the LADOT STEP proposal. Adapted from a similar structure for the South LA Climate Commons' Transformative Climate Communities Planning Grant, it is a multi-tiered organizing approach that folds in community voice and representation at the decision-making level. The Steering Committee is meant to provide oversight throughout the implementation of the grant and beyond, as well as transparency in decision-making.

The CSS is also meant to demonstrate how decisions made at the Steering Committee flow into the project work groups, and how residents and CBOs who participate within the project work groups can serve as ambassadors to the community, through informal engagements and planned events. Substantial community presence on the Steering Committee and incorporation into outreach events adds to transparency by open communication.

Through support of STEP funds, residents and CBOs who participate on the Steering Committee would receive additional professional and skills development, and opportunities to represent their communities at events and stakeholder meetings. This includes capacity building for civic engagement and civic procedure, professionalism, and issue-specific education.

### **Who**

The Steering Committee will be made up of approximately 28 members, 27 of whom will be voting members. The number of seats for residents and community members outnumbers seats for government agencies and implementation partners, ensuring community voice in decision making. SLATE-Z will convene both the Climate Commons and UBM, coordinating between the two groups:

1. SLATE-Z will be a non-voting member and convener. SLATE-Z will convene both the Climate Commons and UBM stakeholder groups, coordinating across both groups
2. LADOT
3. Metro
4. LACI
5. Ciclavia
6. LA Trade Tech
7. Mayor's Office
8. LA Department of City Planning
9. LA Bureau of Street Services
- 10, 11, 12. LA City Council Districts 8, 9, and 10
- 13, 14. LA County Supervisorial Districts 1 and 2
- 15 -22. Eight Resident Advisory Committee (RAC) representatives, at least one of which represents the youth community and one of which represents the disability community. These

RAC members will be selected by a vote of the RAC, who will serve a one-year term with possibility of two renewals for a maximum of three years  
23 - 28. Six Community Based Organization representatives, at least one of which represents the youth community and one of which represents the disability community. These CBOs will serve a one year term with possibility of two renewals for a maximum of three years. These members will be experts on implementing community engagement and programmatic components of the project. Rotating representation on the Steering Committee aims at maximizing representation of the diverse nature of South LA.

### **How**

The CSS establishes a space for collaboration and communication between residents, CBOs, and public agency representatives. Informing residents and CBOs of updates and critical developments creates a layer of accountability and transparency on project progress. Specifically delegated decision-making authority via voting empowers community representatives on how project types will impact their neighborhoods.

This consistent mechanism for communication and updates, as well as training and mentoring opportunities, supports effective development of residents and CBOs as ambassadors into their neighborhoods and communities. This development opportunity equips participants with the necessary knowledge and skills to inform community stakeholders with information about implementation and utilization of the various project types. RAC members and CBOs will be able to leverage their long-standing relationships with residents to inform the community about the project much more broadly.

Additionally, RAC members and CBOs will be able to aggregate feedback about project types and live and virtual events, communicating these items to the project work groups and the Steering Committee. Deployment of the RAC and CBOs at outreach events will help to solicit meaningful feedback, as well as leveraging informal channels for assessing community reactions to project implementation. Mentoring opportunities would create opportunities for RAC members to utilize knowledge, skills, and abilities gained through training, as well as practical experience serving as ambassadors at planned events and informal communications with their neighbors and community.

Two Working Groups will be established: Community Working Group (CWG) and Government Working Group (GWG). A Resident Advisory Committee (RAC) will be established and must be comprised of residents from the STEP Project Area.

As the convener, SLATE-Z will mediate disputes and facilitate the process to change, add, or remove partners. If the Lead Applicant or any of the Co-Applicants fail to meet their responsibilities as outlined in the MOU to be executed, then they shall be in Default. MOU Parties in Default must submit a Recovery Plan to cure Default within 15 calendar days of notice of Default. If any of the MOU Parties fails to cure Default within 30 calendar days of Notice of Default, then the Lead Applicant may: (1) terminate the MOU, (2) make a determination to



make no further disbursements of the funding amount to the Parties, (3) may recover from the Parties any funds paid to the Parties under the MOU after the default, and/or (4) any remedies the DOC may have under the TCC Grant. SLATE-Z will use its existing governance structure and decision-making processes to determine whether a sub-grantee implementing partner is failing to perform and must withdraw from the Collaborative Stakeholder Structure, as well as which organization will replace it.

### **Why**

The CSS creates equity by intentionally including substantial representation for residents and community based organizations. The South LA community has long been disinvested and disenfranchised, and this commitment from LADOT and the project team to incorporate deep levels of community representation is critical to project success. Broad, inclusive representation allows for much more robust information on project implementation, which will lead to substantially more community-driven projects and course-corrections.

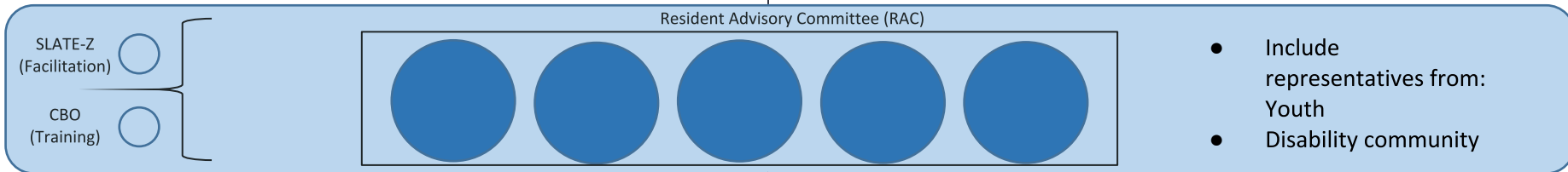
Support on this project for broad community inclusion also establishes a framework that can be mobilized into additional projects beyond this opportunity. In addition to the collaborative framework, the resources committed to this project for CBO and resident development supports the expansion of grassroots capacity for leadership and advocacy long into the future.

# Collaborative Stakeholder Structure Diagram

Steering Committee



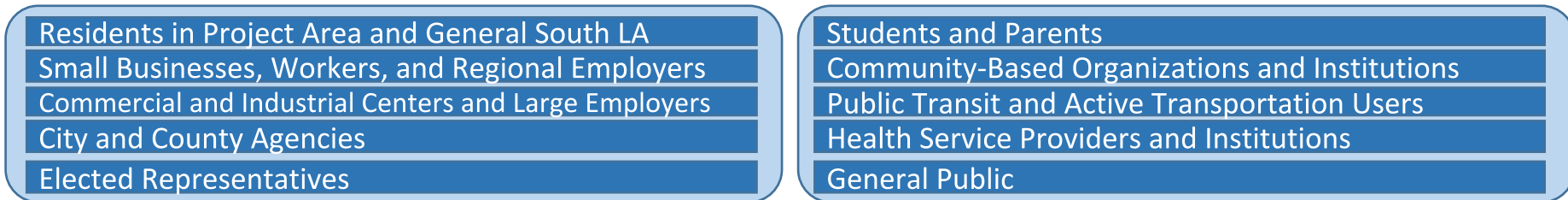
Resident Leaders



Work Groups



Stakeholders



## **CARB STEP Workforce Development Supplemental Narrative**

As part of the CARB STEP Grant, and building off of continued work to invest in workforce opportunities to benefit local communities, the Los Angeles Department of Transportation has convened a subgroup of experienced workforce development partners including The Los Angeles Cleantech Incubator (LACI) and Los Angeles Trade Technical Community College (LATTTC) to collaborate on a set of proposed workforce development programs to provide career pathways for local community residents to high quality jobs in clean transportation.

Building off the groups experience and existing programs, the project team will provide educational resources in the form of existing and new curricula, training materials, virtual training as well as hands-on training. In addition, the team will work to provide support with internships and job placement opportunities leveraging partnerships with Metro, the Los Angeles Community College District, trade unions, such as International Brotherhood of Electrical Workers Local 11, and the City of Los Angeles' WorkSource Centers Network.

The proposed career pathways also align with LACI's forthcoming Green Jobs Report in partnership with HR&A Advisors (to be released in Fall 2020), which highlight several opportunity sectors with strong potential to grow accessible Green Jobs in Los Angeles, including Zero-Emissions Transportation. *"The state's major transportation and logistics industry is open to investing in fleets of zero emissions vehicles, but needs confidence that the public sector will implement the chargers and utility upgrades to make it work. EV production is also strong and growing in California, with companies like Tesla, BYD and Proterra operating highly active production facilities. Future Green Jobs in this sector include EV charging technicians, software application developers, vehicle assemblers, and automotive mechanics."*

This workforce development work stream is categorized as a community development supportive strategy under CARB's guidelines and will help to mitigate displacement by providing workforce training opportunities to complement the proposed projects, including:

- E-Cargo Bike Maintenance + Mechanic Training
- EV Technician Training
- EV Network Technician Training
- eMobility Youth Ambassador Program

### **E-Cargo Bike Maintenance + Mechanic Training**

LACI in collaboration with LATTTC will deliver an E-Cargo Bike Training Program that will offer 60 ECargo bikes to local residents to provide transportation for food delivery service. The E-Cargo Bike Program will provide a multi-level approach to workforce development training. E-Cargo Bike Maintenance and Safety will include a two-day Bike Safety training and Basic to Advanced level mechanic training. The skills gained will prepare an individual for entry-level employment as an E-Cargo Bike Maintenance Technician as well as other Career Pathways as an EV Maintenance Technician, and E-Cargo Bike Manufacturer and Designer.

### **EV Technician Training**

LATTC will conduct two cohorts of EV Technician training covering basic, intermediate, and advanced level training of electric vehicles including different configurations used in the automotive, transit and trucking industries. This program prepares individuals for entry-level employment or career advancement in the maintenance and repair of zero-emission vehicles in all sectors of the transportation industry. Additionally, LATTC will partner with LACI, SLATE Z, and WIN-LA to build career pathways out of poverty by utilizing these organizations' outreach and recruitment networks and by establishing articulation agreements to move individuals completing short-term training at LACI into and through LATTC's EV and Advanced Transportation certificate and degree programs. On average 70% of the students participating in LATTC's EV Technician training reside in STEP's targeted zip codes. We anticipate with these collaborative efforts, this rate will be even higher.

### **EV Network Technician Training**

LACI's EV Network Technician program, in partnership with ChargerHelp! and KIGT, Inc. provides an in-depth three-week training that covers EVSE maintenance, troubleshooting and commissioning of EV Charging Infrastructure. In addition to understanding EVSE Infrastructure common maintenance issues, participants gain OCPP language to communicate with a networked charging station. The skills gained will prepare an individual for entry-level employment or career advancement in companies specializing in EVSE Infrastructure as Field Technicians, Fleet Coordinators, Electric Apprenticeships with IBEW-11, and EVITP Certified EVSE Infrastructure Installers. ChargerHelp! has developed an app which eliminates the high cost of station downtime by enabling on-demand repair of EV Charging Stations. By utilizing ChargerHelp! technology, EV Network Technician graduates will be able to provide on-demand support to EV Charging Infrastructure to bring ease and exhibit empathy to our electric vehicle drivers and microtransit operators and passengers.

### **Internships**

For students participating in the EV Technician Training, LATTC will coordinate paid internships for 18 individuals to build applied competencies and relevant work experience. Grant funding will be used to support internship coordination, provide a 50% match to cover intern wages, and provide \$1,000 stipend to students to purchase tools, equipment, supplies needed for participating in an internship.

For the EV Network Technician Training, a subset of participants will continue to be placed in internships (paid by LACI) with LACI startups and partner organizations for on-the-job training, providing subsidized support and additional capacity for these companies amidst the COVID-19 crisis. LACI will also provide one-on-one virtual career coaching to ensure our participants find long-term gainful employment with the proper career support.

### **eMobility Youth Ambassador Program**

LATTC will develop curriculum, pilot, and implement an innovative eMobility Youth Ambassador program to build the next generation of electric mobility consumers and workforce. The curriculum and program will be developed in a modular and digital format to allow for the greatest flexibility of program delivery including face-to-face, online, and tailored to meet specific

student and community needs. Grant funding will be used to support the development and piloting of the program, coordinating with area high schools to recruit students, and offering two additional cohorts of training subsequent to the pilot.

Long-term, employment opportunities in the eCargo industry have a bright outlook and expected to grow 29% faster than average. Based on LACI's forthcoming Green Jobs Report with HR&A, over 600,000 high-potential green jobs are expected to be added by 2050. *"Overall, Green Jobs pay approximately \$27.50 per hour, which is 12 percent more than the Los Angeles County average (\$24.50)."*

We project that the LACI and LATTC workforce development training programs will prepare local residents for the following green jobs:

- **E-Cargo Bike Maintenance and Repair Technicians**  
*Providing quarterly and/or semi-annual tune ups of Electric Bikes, E-Cargo Bikes and other micro mobility modes of transportation*
- **EV Technicians**  
*Providing troubleshooting, preventive and corrective maintenance of electric vehicles*
- **EV Network Technicians**  
*Providing light repair, troubleshooting of network errors and commissioning of EV Charging Infrastructure*
- **EV Fleet Coordinators**  
*Facilitate the distribution and dispatch of vehicles to ensure electric vehicles charging levels are at capacity*
- **Micro Mobility Shuttle/Vehicle Drivers**  
*Operate microtransit shuttles and vehicles between locations and provide customer service to passengers.*
- **eMobility Student Ambassadors**  
*Serve as ambassadors and conduct public education activities in their communities.*

Furthermore, activating Community Benefits and Project Labor Agreements will ensure that participants from disadvantaged communities have pathways to high-quality zero-emissions jobs, resulting in economic mobility and community wealth building as well as continued access to cleaner, healthier air.

## **Mobility Wallet Supplemental Narrative**

As part of the South Los Angeles Universal Basic Mobility Pilot Program, Metro will test a Mobility Wallet equipped with various tools, powered by Metro TAPforce and including a subsidized bulk TAP pass (Universal Student Pass (U-Pass) and a new Residential Pass (R-Pass)) and certain subsidies and/or shortcuts to on-demand shared new mobility services. The new-mobility services offered will include Metro on-demand services, Metro Bike Share, and potentially other private car share, ride-hail, and scooter share options.

The grant funding requested will pay a subsidy for up to 5,000 participants to have a free (or deeply discounted) Mobility Wallet, to pay for software integration of our existing bulk TAP pass programs into TAPforce and to build the sockets for other on-demand shared mobility providers to plug into. Internally at Metro, this project component will be led by the TAP department and Communications and supported by the Office of Extraordinary Innovation (OEI) and the Planning Department.

We plan to study the travel behavior of pilot participants prior to, during and after the introduction of the Mobility Wallet and new accessibility features to determine the return on investment (ROI) of various interventions. Learning from this pilot can inform future fare policy and structure in LA County.

## Mobility Wallet Supplemental Narrative

The Mobility Wallet will leverage these recent developments to TAPforce and discount pass programs:

### LA Metro TAPforce

As TAP staff reported to the Metro Board Report in April 2018 (2018-0059), a path of future integration of other modes with TAP, alongside a fare subsidy program (see attached). That future path included the development of an Account-Based System. Metro continues to enhance and expand payment options for our customers. One of the biggest changes in TAP included building the architecture for a hybrid, account-based system with Salesforce. This account-based solution is layered on top of TAP's existing smart card system, used by 26 regional agencies including LADOT. This base architecture of the TAPforce and fare reader infrastructure has been built out and implemented over the last 6 years of an overall investment of several millions of dollars.

While the TAP card was designed for fare payment on the transit system, account-based architecture is necessary for much-needed integration with outside entities such as Bike Share, LIFE, Electric Vehicle Car Charging, Microtransit, Ride-Hailing and more. In the last few years Metro has worked to deeply integrate Metro Bike Share into the TAP architecture making it one of the programs that can be added to an account and linked to a physical TAP card. Currently customers can purchase a transit pass and bike share pass at the same time on the same account in one customer transaction on TAPtogo.net. Soon customers will be able to do this on the TAP app.



## **Mobility Wallet Supplemental Narrative**

### **TAP Digital Access for the Unbanked**

Multiple modern account loading choices will interface with all programs and provide a unified customer service. Both the TAP website and the TAP app will provide the ability to load cash into a customer's TAP account. This process enables the unbanked to participate in programs in which they were unable to participate in the past, due to the lack of a credit card. This will enable all the customizable rewards, incentives, event-ticketing capabilities and discounts that credit card customers enjoy. Programs such as PayNearMe and Paypal Cash will be available as payment options.

### **U-Pass and E-Pass Pilots**

The Universal Student Transit Pass (**U-Pass**) provides students of participating colleges, trade schools, and K-12 schools with greater fare discounts and an expedited activation process that is administered directly on campus. It is good for unlimited rides on all Metro services in L.A. County, including Metro Rail, Metro Rapid and Express buses, and local buses, as well as services on 10 additional local transit agencies. The school pays a discounted fare per ride and only pays for the rides the students take at the end of the academic term. The Metro Employer Pass Program (E-Pass) works similarly but the administrator of the passes is a large employer who purchases passes on behalf of the employee and usually pays for the entire cost or partially subsidizes it. These programs could be expanded under the TAPforce integration to include multi-modals programs.

### **NEW To Be Developed Residential Pass (R-Pass)**

Currently about 30-40K people participate in the LA Metro Low-Income Fare is Easy (LIFE) program however we estimate that based on CalFresh (EBT) enrolment in LA County there may be over 300K households that are eligible for low-income discounts. A bulk pass program that functions like a U-pass or E-pass but at a residential level (R-Pass) non-profit or residential housing development level could potentially be deployed to many more individuals and be more cost effective for the user, the subsidizing entity, and Metro since only the rides taken would be need to be paid for. This R-pass could also be bundled with access to other modes.



## Mobility Wallet Supplemental Narrative

### NEW TAP App (Coming 2020)

A new TAP mobile app as well as the existing taptogo.net website will feature seamless connectivity and convenient registration for new multi-modal programs, all in one centralized place. The app and the website will enable cash participation by customers without credit cards as well as numerous other fare payment options, including Apple Pay and Google Pay. Plans include rewards to incentivize behaviors and discounts that can be personalized for any program. Customers can also take advantage of other tools such as geo-located trip planning, transit arrival times and TAP partner information. The TAP app will enable customers will be able to actually use the phone itself as a TAP card potentially making it possible for local community ambassadors to help people purchase TAP cards at a community center, library or in their own home on a phone



## Mobility Wallet Supplemental Narrative

### About TAP

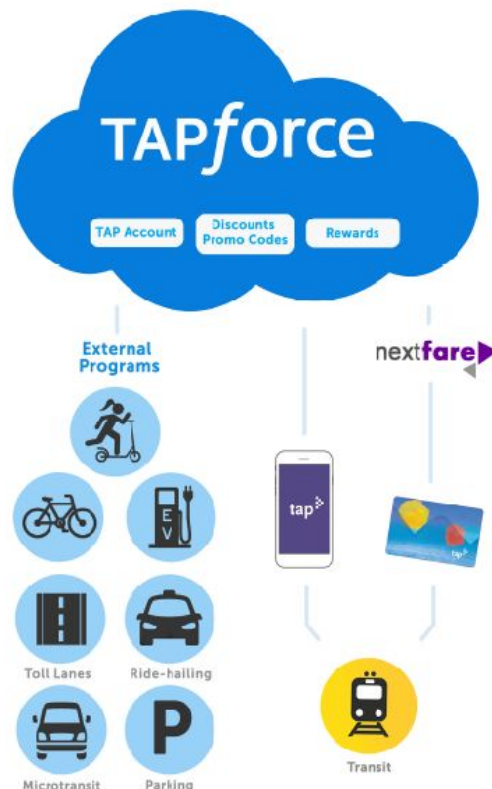
**TAP** is an electronic fare-payment system for multi-modal travel across LA County.

**TAPforce** is a cloud-based account system built on the Salesforce platform.

**TAP Account** A TAP Account allows patrons to store their personal information, preferences and flexible payment options such as credit/debit cards, PayPal, PayNearMe and other digital methods. Patrons can use these options to pay for transit and/or multi-modal programs such as bike share, electric vehicle charging, scooters, parking, ride hailing, and microtransit. A TAP Account protects any transit stored value or passes on a Patron's registered TAP Cards.

**TAP partners** with 25 transit agencies across LA County, including: LA Metro, Foothill Transit, Santa Clarita Transit, Long Beach Transit, Santa Monica Big Blue Bus and more.

### Architecture



### Program Benefits

#### Custom Configuration

- Create program membership levels
- Establish business rules
- Provide equity for the unbanked customer
- Opt-in to notifications, marketing opportunities, special deals and flash sales
- Support SMS and email notifications

#### Incentivize Behavior

- Participate in TAP rewards
- Access rewards data to identify and retain loyal customers
- Provide promo codes and discount pricing for partner programs at checkout
- Access TAP's existing customer groups to provide discounts: Seniors, Low-Income, Disabled, Students



**EXHIBIT D**

**GRANT SOLICITATION PACKAGE**

The grant solicitation package is included in this section.

# Sustainable Transportation Equity Project

## Implementation Grant Solicitation

Low Carbon Transportation Investments Fiscal Year 2019-20  
California Climate Investments



June 4, 2020

If you need this document in an alternate format or language, please contact Bree Swenson at (916) 440-8284 or [step@arb.ca.gov](mailto:step@arb.ca.gov). TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

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# OVERVIEW

## I. SUMMARY

### A. Background

The California Air Resources Board (CARB) is issuing two competitive solicitations for multiple grantees across the state under the Sustainable Transportation Equity Project (STEP). STEP's overarching purpose is to increase transportation equity in **disadvantaged<sup>1</sup> and low-income communities<sup>1</sup>** throughout California via two types of grants: Planning and Capacity Building Grants and Implementation Grants. Within these two grant types, CARB currently has up to \$22 million of available funding for planning, clean transportation, and supporting projects. This funding amount is subject to change and not guaranteed.

This solicitation is for STEP Implementation Grants. For the Planning and Capacity Building Grant Solicitation, see: <http://www.arb.ca.gov/msprog/aqip/solicitations.htm>

STEP is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas (GHG) emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities.

STEP aims to address community residents' transportation needs, increase residents' access to key destinations (e.g., schools, grocery stores, workplaces, daycare facilities, community centers, medical facilities), and reduce GHG emissions. Based on environmental justice principles, STEP funds projects that are priorities for historically under-served and over-burdened residents by requiring that projects center the knowledge and expertise of residents through all phases of project design, implementation, and evaluation. STEP has the flexibility to fund many different types of projects to ensure that STEP funds can help meet the needs of each community within that community's context.

STEP proposals require a significant amount of up-front work. The effort and expertise that Applicants invest in their proposals enables CARB to ensure that selected and funded projects are those that are most likely to address each community's vision, help meet the State's objectives, and achieve objectives that intersect across the climate, transportation, equity, and housing sectors.

### B. Implementation Grant Solicitation

Through the Implementation Grant Solicitation, STEP currently has up to \$20 million available from Fiscal Year (FY) 2019-2020 Low Carbon Transportation Investments to fund clean transportation and supporting projects in disadvantaged communities.

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<sup>1</sup> See definitions in Appendix A.

Funded projects will work together to increase community residents' ability to access key destinations without a personal vehicle. Lead Applicants may include community-based organizations, federally recognized tribes, and local governments.

If you are unsure whether you are ready to apply for an Implementation Grant or should apply for a Planning and Capacity Building Grant, see:  
[https://ww3.arb.ca.gov/msprog/step/step\\_flowchart.pdf](https://ww3.arb.ca.gov/msprog/step/step_flowchart.pdf)

CARB hosted four public work group meetings between October 2019 and January 2020 to gather public feedback on the design of STEP's criteria and requirements. CARB used input from these meetings and the dozens of written comments received after these meetings to develop a Draft Requirements and Criteria document.<sup>2</sup> The Draft Requirements and Criteria went through a public comment period in March 2020, and stakeholder comments<sup>3</sup> from that period were considered when finalizing this solicitation.

Technical assistance may be available to Implementation Grant Applicants and award recipients through a technical assistance contract between the Strategic Growth Council (SGC) and Estolano Advisors (see [Technical Assistance](#)).

Funding recipients will be selected via an open competitive solicitation process. Proposals are due to CARB by email, mail, or in-person delivery no later than **5:00 pm (Pacific Time), August 31, 2020**.

## II. AVAILABLE FUNDING

This solicitation is estimated to provide up to \$20 million in FY 2019-2020 funds for STEP Implementation Grants. CARB anticipates awards will be made to between one and three disadvantaged communities. Please note that \$20 million is the maximum amount of funding that may be available for STEP Implementation Grants and is subject to change. The final funding amount will be determined through a public work group meeting during the solicitation period and the resulting determination will be posted on CARB's website. For future information about the public work group meeting, see: <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-0>

Applicants will be required to provide a minimum **resource contribution**<sup>1</sup> of 20 percent of the total proposal budget. Resource contributions may include cash match, in-kind services, and leveraged funding from other public or private sources including other California Climate Investments programs. See [Resource Contribution](#) for details.

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<sup>2</sup> <https://ww3.arb.ca.gov/msprog/step/feb28-2020-step-requirements-and-criteria.pdf>

<sup>3</sup>

[https://ww3.arb.ca.gov/msprog/step/step\\_public\\_comment\\_summary.pdf?\\_ga=2.108291522.1982260741.1587662624-1405068476.1585775700](https://ww3.arb.ca.gov/msprog/step/step_public_comment_summary.pdf?_ga=2.108291522.1982260741.1587662624-1405068476.1585775700)



**A. Option for Future Grant Agreements**

This solicitation includes the option for CARB to award new grant agreements or grant agreement amendments from FY 2019-2020 and FY 2020-2021, depending on the availability of funding and upon CARB’s sole discretion. The Applicant understands and agrees that there is no guarantee that additional funds will be awarded, and that CARB cannot provide assurance of future program funding.

STEP may receive additional funds from Low Carbon Transportation Investments in FY 2020-2021.<sup>4</sup> These funds may be dedicated to a new solicitation for Implementation Grants that focuses on funding an additional one to two proposals that may complement the proposals awarded in the current solicitation by piloting STEP’s approach to transportation equity in different types of communities.

That being said, if additional funds become available and eligible proposals submitted in response to this solicitation remain unfunded, those proposals may be funded without reissuing a solicitation. If additional funding becomes available, the expenditure timeline of those new funds may extend the grant term end date beyond that listed in this solicitation.

**III. TIMELINE**

During the solicitation period, CARB will host multiple public teleconferences to answer questions about the solicitation (see [Applicant Teleconferences](#)). All proposals must be received by CARB by **5:00 pm (Pacific Time), August 31, 2020**.

All draft grant agreements for STEP funds must be submitted to CARB by December 23, 2020. All final grant agreements for STEP funds must be finalized and submitted to CARB by March 15, 2021. Grant agreements must be executed by May 14, 2021. All STEP funds must be expended within the **grant term**.<sup>1</sup>

All projects must plan to be completed (including a Final Report) and all final disbursement requests for reimbursement must be received by CARB no later than March 31, 2025 to ensure adequate time for processing prior to the end of the fiscal year.

**Table 1: Solicitation Timeline**

Key Action	Date	Time (Pacific Time)
Public Release of Solicitation	June 4, 2020	
Preliminary Applicant Question Deadline	June 25, 2020	12:00 pm
Preliminary Applicant Teleconference	June 30, 2020	3:00 pm
Deadline for Technical Assistance Survey	July 15, 2020	5:00 pm

<sup>4</sup> <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>

STEP Implementation Grant Solicitation

Key Action	Date	Time (Pacific Time)
Responses		
Mid-Solicitation Applicant Question Deadline	July 17, 2020	5:00 pm
Mid-Solicitation Teleconference	July 22, 2020	2:00 pm
Final Applicant Question Deadline	August 10, 2020	5:00 pm
Final Applicant Teleconference	August 13, 2020	3:00 pm
Proposal Submittal Deadline	August 31, 2020	5:00 pm
Review and Scoring of Proposals	September 1-30, 2020	
Preliminary Grantee Selection	October 15, 2020	5:00 pm
Complete Grant Agreement for CARB Review	December 23, 2020	5:00 pm
Final Grant Agreement to CARB	March 15, 2021	5:00 pm
Execute Grant Agreement and Return Signed Grant Agreement to CARB <sup>5</sup>	May 14, 2021	5:00 pm
Draft Final Report to CARB	January 31, 2025	5:00 pm
Grant Term and Final Disbursement Request Deadline	March 31, 2025	11:59 pm

Timelines are subject to change at CARB’s sole discretion.

**IV. PROPOSAL INSTRUCTIONS**

The **proposal**<sup>1</sup> includes the projects and supporting activities that make up the full STEP investment in a single community.

A proposal must be submitted for either a Planning and Capacity Building Grant or an Implementation Grant. One proposal may not be used to apply for both grant types, though an Applicant may submit separate proposals to apply for both grant types. This solicitation is for the Implementation Grant. For the Planning and Capacity Building Grant Solicitation, see: <http://www.arb.ca.gov/msprog/aqip/solicitations.htm>

Applicants must submit a proposal using the Proposal Template in **Appendix B**. The template outlines all of the components that must be included in a STEP proposal. **Proposal components**<sup>1</sup> are organized into five categories.

Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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<sup>5</sup> Includes governing board resolution

This solicitation document includes instructions on how to complete and submit each proposal component, listed below by category.

**Table 2: Proposal Components**

<b>Proposal Component</b>	<b>Submission Format</b>
Cover page (Appendix C)	Attachment
<b>Grant Framework (page 6)</b>	
Vision statement	Proposal Template
Strategies identified	Proposal Template
Projects identified	Proposal Template
Project summary for public posting	Proposal Template
<b>Applicants and Partnership Structure (page 12)</b>	
Lead Applicant and Sub-applicant identification, qualifications, and letters of support	Proposal Template and Attachments
Conflict of interest declaration	Attachments
Community Partner identification and letters of support	Proposal Template and Attachments
Partnership Structure	Proposal Template
<b>Proposal Thresholds and Criteria (page 20)</b>	
STEP Community map	Attachments
STEP Community description	Proposal Template
Consistency with existing plans letter(s) of support	Attachments
Connections to existing projects component	Proposal Template
Workforce development component	Proposal Template
Displacement avoidance component	Proposal Template
Affordable housing and land use component	Proposal Template
<b>Project-specific Thresholds and Criteria (page 25)</b>	
Project scope	Proposal Template
Readiness documentation (Appendix E)	Proposal Template and Attachments
Transportation equity component	Proposal Template
Community-identified transportation needs component	Proposal Template
Community engagement component	Proposal Template
Outreach and education component	Proposal Template
Data tracking and reporting component	Proposal Template
Benefits Calculator and supporting documentation (Appendix I)	Attachments
Climate adaptation and resiliency component	Proposal Template
Longevity and lessons learned component	Proposal Template
<b>Proposal Implementation Plan (page 33)</b>	
Proposal budget	Proposal Template
Resource contribution documentation	Attachments
Proposal timeline	Proposal Template

A checklist of all proposal components is also included in Appendix C, Section II.

Some proposal components will be used to screen all proposals to ensure they meet all **eligibility thresholds**,<sup>1</sup> including general completeness. These components are identified in Instructions boxes throughout this document with (*Eligibility Threshold*). If a proposal does not meet all eligibility thresholds, the Lead Applicant will be notified by CARB within four business days after the solicitation deadline and will have two business days to submit proof that missing eligibility thresholds have been met. Updates to eligibility thresholds during this time should not result in substantial changes to proposals. Eligibility thresholds will be evaluated at CARB’s sole discretion. After that deadline, proposals that do not meet all eligibility thresholds will not be scored. See Appendix C, Section III for a full list of eligibility thresholds organized by proposal component.

INSTRUCTIONS ( <i>Proposal Template INSTRUCTIONS tab</i> )	
1	AFTER THE PROPOSAL IS COMPLETE Complete, sign, and date the cover page of the proposal (see Appendix C, Section I). ( <i>Eligibility Threshold</i> )
2	AFTER THE PROPOSAL IS COMPLETE Complete the Proposal Components and Eligibility Thresholds checklists (see Appendix C, Sections II and III) to ensure that all proposal components (sections of the proposal template and attachments) have been included and all eligibility thresholds have been met before submitting to CARB. If you answer "No" to any of the items in the checklist, go back and complete those items before submitting the proposal to CARB. Submit the final completed checklist to CARB with the rest of the proposal. ( <i>Eligibility Threshold</i> )

Some proposal components will be scored during the proposal review process. These components are identified in Instructions boxes throughout this document with (*Scoring Criterion*). CARB will select funding recipients based upon the **scoring criteria**<sup>1</sup> identified in Appendix D.

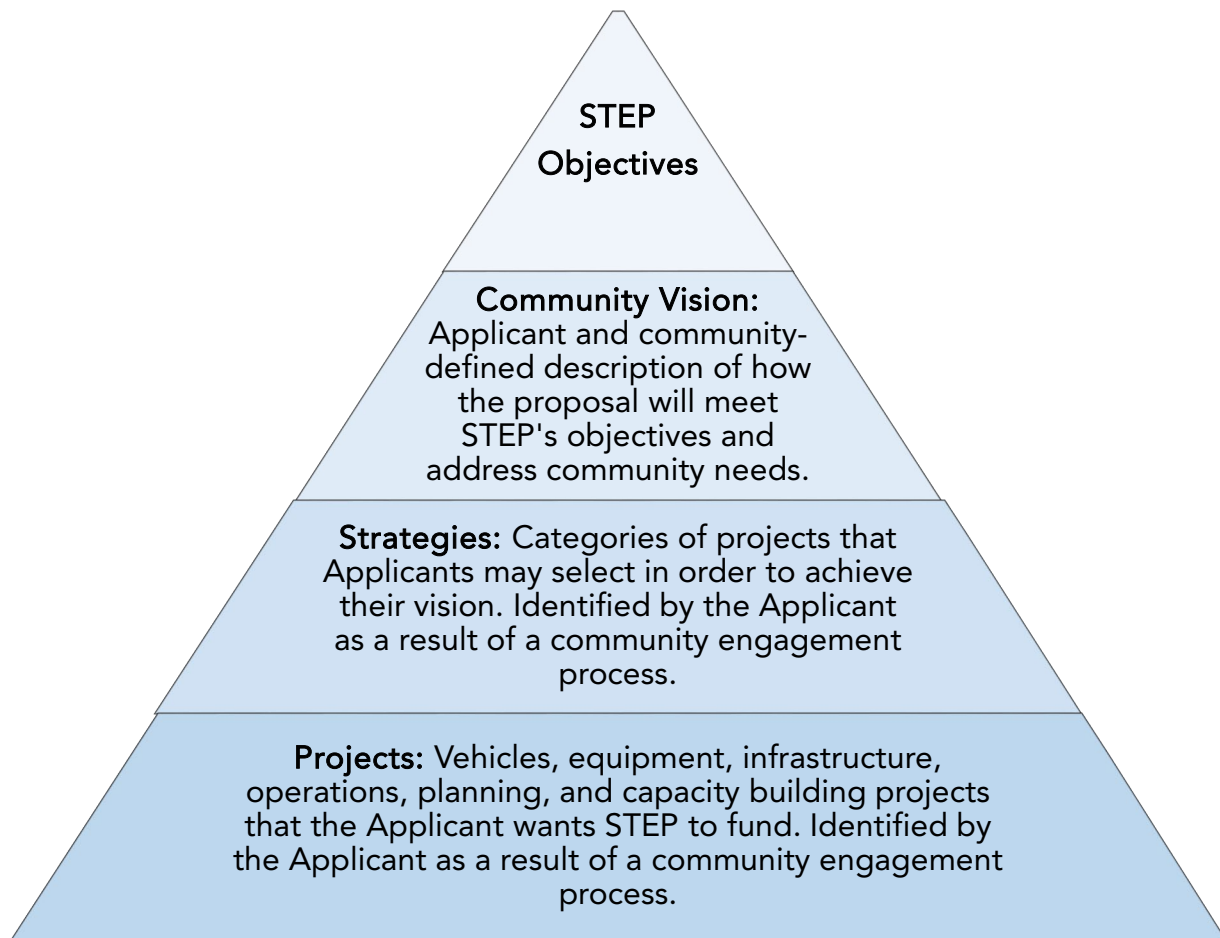
Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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# GRANT FRAMEWORK

This section describes the proposal components in the Grant Framework category. Some components will be used to ensure eligibility thresholds identified in Appendix C, Section III are met. Some components will be scored during the proposal review process based on the quality of the component using the scoring criteria in Appendix D. Applicants must complete these proposal components using the Proposal Template in Appendix B.

The grant framework establishes the structure that all STEP proposals must follow. The framework consists of four related parts—objectives, vision, strategies, and projects.

Figure 1: Grant Framework



All aspects of the proposal, including identification of the vision, strategies, and projects, must be developed through community engagement. Community engagement may be undertaken specifically to apply for STEP funds or may have been previously completed as part of another relevant local planning process undertaken in

Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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and with the STEP Community (see [STEP Community](#)) (e.g., community engagement for active transportation plan, General Plan, specific plan, neighborhood plan, unmet transit needs assessment). These community engagement activities must have been conducted within at least 4 years of the proposal submittal date.

## I. STEP OBJECTIVES

STEP’s overarching purpose is to increase transportation equity in a way that reduces GHG emissions and benefits residents of disadvantaged and low-income communities.

**Transportation Equity:** When a community’s transportation system provides accessible, affordable, environmentally sustainable, reliable, and safe transportation options to all residents, in particular those that have been disproportionately impacted by pollution or lack access to services. Transportation equity is intrinsically linked to access to economic opportunities and occurs when community residents have the power to make decisions about their transportation systems.

STEP Implementation Grants fund community-based projects that have been designed and implemented in collaboration with community residents to address transportation needs and inequities. Some examples of solutions to transportation inequities that may be addressed through a STEP proposal include:

- Well-lit transit stations or stops where people regardless of gender or racial identity feel safe
- Pedestrian infrastructure that is accessible to people in wheelchairs or with strollers and that reduces the chance of traffic collisions
- Transportation options that enable trip-chaining and non-commute trips as well as commute trips
- Transportation options that overcome physical barriers that hinder access to key destinations such as schools, grocery stores, workplaces, daycare facilities, community centers, or medical facilities
- Increased transportation options in historically disinvested communities

STEP Planning and Capacity Building Grants provide funding to facilitate collaboration and community engagement during project development. For the Planning and Capacity Building Grant Solicitation, see: <http://www.arb.ca.gov/msprog/aqip/solicitations.htm>

STEP Implementation Grants provide funding to facilitate collaboration and community engagement during project implementation, especially with **hard-to-reach residents**.<sup>1</sup>

STEP’s objectives reflect the priorities of both California Climate Investments and the Low Carbon Transportation Investment’s clean transportation equity projects.

Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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Objectives for the Implementation Grants are to facilitate transportation equity via the following:

- Address disadvantaged community residents’ transportation needs through resident-led decision-making processes
- Increase access to key destinations to benefit residents of disadvantaged communities
- Increase clean transportation options that reduce GHG emissions and passenger vehicle miles traveled in disadvantaged communities

## II. COMMUNITY VISION

The proposal must include a vision statement that articulates how the proposed projects will help address the transportation needs of the community and achieve STEP’s objectives stated above. For example, Applicants may describe the specific transportation and accessibility needs in the community and how, with STEP funding, those may be addressed through shared, zero-emission modes rather than through single-occupancy and combustion-fueled modes of transportation. Residents and other key stakeholders (e.g., community groups, local small businesses) must be involved in the development of the vision statement.

INSTRUCTIONS <i>(Proposal Template GRANT FRAMEWORK tab)</i>	
1	Describe the vision for the STEP Community. <i>(Scoring Criterion)</i>
2	Describe how residents and other key stakeholders were involved in the development of the vision statement identified above. <i>(Scoring Criterion)</i>

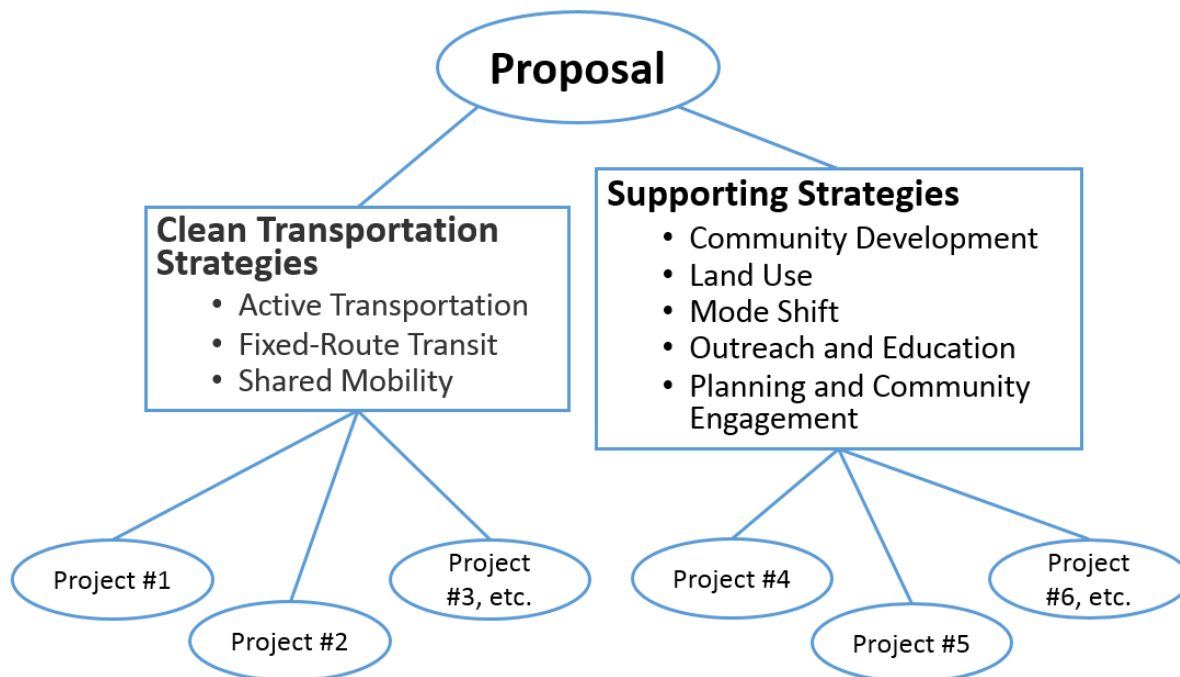
## III. ELIGIBLE STRATEGIES

Strategies are categories of projects that are eligible for funding and that are selected by Applicants as a result of a community engagement process. Applicants are encouraged to address community-identified transportation needs by connecting and integrating projects from different strategies into the community’s transportation system.

The STEP Implementation Grant includes two types of strategies: Clean Transportation Strategies and Supporting Strategies. The proposal must maximize the use of both Clean Transportation Strategies and Supporting Strategies that work with each other to achieve the community’s vision. See the figure and information below for more details on the strategies.

Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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Figure 2: Implementation Grant Strategies



Residents and other key stakeholders (e.g., community groups, local small businesses) must be involved in the identification of the proposed strategies. See **Appendix E** for examples of the types of eligible projects included in each strategy.

### A. Clean Transportation Strategies

**Clean Transportation Strategies**<sup>1</sup> expand the clean transportation options available to residents, encourage mode shift away from single-occupancy vehicles to clean transportation options, fill transportation gaps, and connect transportation modes (e.g., through first/last mile<sup>6</sup> connections). The proposal must identify at least one Clean Transportation Strategy from the list below, but Applicants are strongly encouraged to combine multiple strategies in order to achieve multiple of the goals listed above. Clean Transportation Strategies include:

- **Active Transportation**<sup>1</sup>
- **Fixed-route Transit**<sup>1</sup>
- **Shared Mobility**<sup>1</sup> (e.g., carshare, bikeshare, microtransit, shuttles, pooling)

At least 50 percent of the total proposal budget must fund projects that are counted toward the proposal’s Clean Transportation Strategies. Projects under Clean Transportation Strategies must have quantifiable GHG emission reductions using CARB’s Quantification Methodologies (see [Data Tracking and Reporting](#)).

<sup>6</sup> The first and last portion of a trip, typically between the starting point or destination and a transit service that makes up the core of the trip



Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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## B. Supporting Strategies

**Supporting Strategies**<sup>1</sup> support and enhance clean transportation projects that already exist in the STEP Community, prioritize clean transportation options over single-occupancy combustion vehicles, or lay the groundwork for successful implementation of STEP-funded transportation projects. The proposal must identify at least one Supporting Strategy from the list below, but Applicants are strongly encouraged to combine multiple strategies in order to achieve multiple of the goals listed above. Supporting Strategies include:

- **Community Development**<sup>1</sup> (e.g., electric vehicle charging readiness to support charging stations for future planned shared mobility services, partnership with workforce training programs)
- **Land Use**<sup>1</sup> (e.g., land use plans to curb urban or suburban sprawl)
- **Mode Shift**<sup>1</sup> (e.g., broadband network infrastructure for access to transportation services, parking pricing, telecommuting programs)
- **Outreach and Education**<sup>1</sup> (e.g., behavior change campaigns, pop-up and demonstration projects)
- **Planning and Community Engagement**<sup>1</sup> (for new or existing transportation and mode shift strategies)

## IV. ELIGIBLE PROJECTS

See **Appendix E** for a list of eligible and ineligible projects and related **elements**,<sup>1</sup> eligible and ineligible costs, and specific project requirements. Projects that are not on the eligible or ineligible lists may be determined to be eligible at CARB’s sole discretion.

The proposal must identify at least one eligible project for each strategy that the Applicants would like STEP to fund,. Identified projects should work together to achieve the community’s vision. However, Applicants are encouraged to demonstrate how projects and project elements may be prioritized for funding in case the full proposal cannot be funded.

Residents and other key stakeholders (e.g., community groups, local small businesses) must be involved in the identification of proposed projects.

While proposed projects should be as certain as possible, project design specifics may be determined or updated based on community engagement after the community is selected. CARB will work with the selected funding recipients to determine where flexibility is possible within the grant agreement to allow for community engagement to continue informing project design throughout grant implementation. For example, Applicants may work with community residents to identify the need for a new carshare service, but may wait to identify the exact locations of the carsharing stations or the functionality of the mobile app that will be used to reserve vehicles until after the

Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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grant agreement is executed.

All projects must be completed within the grant term. All projects must be compliant with all relevant laws, regulations, policies, and procedures.

Projects may contain multiple project elements. Each project element must meet all eligible cost and readiness requirements as defined in Appendix E.

	<b>INSTRUCTIONS</b> ( <i>Proposal Template GRANT FRAMEWORK tab</i> )
3	In order of priority for funding, identify each project that Applicants plan to implement within the overall proposal. ( <i>Eligibility Threshold and Scoring Criterion</i> )
4	Identify the associated strategy that each project will count towards. ( <i>Eligibility Threshold and Scoring Criterion</i> )
5	Describe how residents and other key stakeholders were involved in the identification of each strategy and project. ( <i>Scoring Criterion</i> )
6	Provide a summary of the proposal that includes a brief description of all proposed STEP-funded projects. Summaries from all Applicants will be posted publicly on CARB's website. ( <i>Eligibility Threshold</i> )

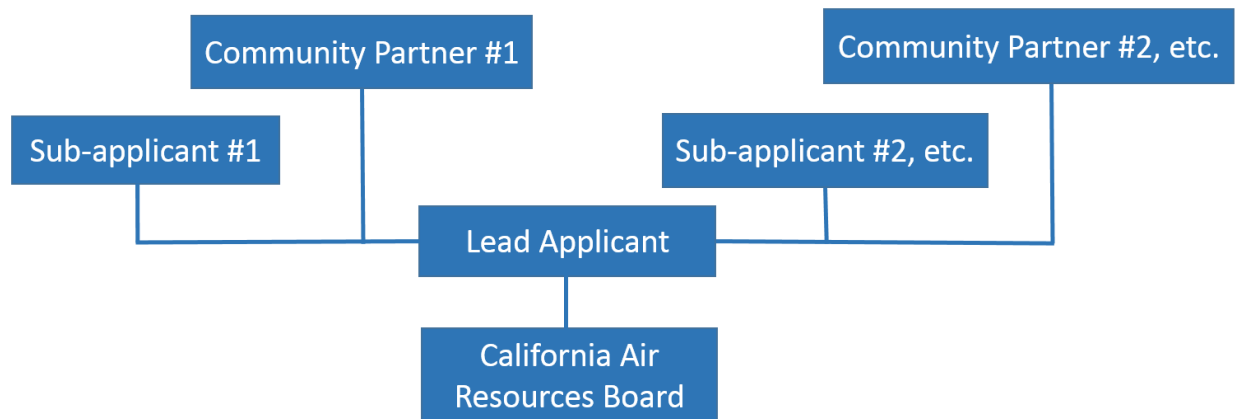
Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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# APPLICANTS AND PARTNERSHIP STRUCTURE

This section describes the proposal components in the Applicants and Partnership Structure category. Some components will be used to ensure eligibility thresholds identified in Appendix C, Section III are met. Some components will be scored during the proposal review process based on the quality of the component using the scoring criteria in Appendix D. Applicants must complete these proposal components using the Proposal Template in Appendix B.

Each proposal must include partnerships between a Lead Applicant, Sub-applicants, and Community Partners. These entities, representing different interests and priorities in the STEP Community and possessing different skillsets and expertise, should work together to collectively develop and implement a proposal that serves both community residents and local implementers.

**Figure 3: Partnership Structure**



Applicants must meet all applicable requirements of the AQIP Guidelines,<sup>7</sup> Low Carbon Transportation Funding Plan<sup>8</sup> and this solicitation and comply with all relevant laws, regulations, policies, and procedures. Where applicable, Applicants must be compliant with CARB regulations such as those that regulate trucks, buses, off-road equipment, and engine inspection requirements prior to grant agreement execution. When preliminarily selected as a funding recipient, where applicable, Applicants may be required to verify compliance with CARB regulations if applicable, including:

- Truck and Bus regulation<sup>9</sup>

<sup>7</sup> <https://ww3.arb.ca.gov/regact/2009/aqip09/aqip09.htm>

<sup>8</sup> <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>

<sup>9</sup> <https://ww2.arb.ca.gov/our-work/programs/truck-and-bus-regulation>

Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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- Periodic Smoke Inspections of Heavy-duty Diesel-Fueled Vehicles<sup>10</sup>
- Diesel Particulate Matter Control Measure for Municipality or Utility On-road Heavy-Duty Diesel-Fueled Vehicles<sup>11</sup>
- Regulation for In-Use Off-Road Diesel-Fueled Fleets<sup>12</sup>
- Large Spark-Ignition Engine Fleet Requirements Regulation<sup>13</sup>

## I. ELIGIBLE APPLICANTS

**Applicants**<sup>1</sup> include both the Lead Applicant and all Sub-applicants. If the Lead Applicant is a local government, at least one of the Sub-applicants must be a community-based organization. If the Lead Applicant is a community-based organization, at least one of the Sub-applicants must be a local government. If the Lead Applicant is a federally recognized tribe, no specific partnerships are required, though partnerships are still encouraged.

### A. Lead Applicants

The **Lead Applicant**<sup>1</sup> is the entity that is responsible for leading the development of the proposal and the implementation of the projects funded through STEP. In most cases, the Lead Applicant should be the organization most focused on and connected to the STEP Community (see [STEP Community](#)). The Lead Applicant will enter into a partnership with other entities for the purpose of applying for a STEP grant.

There must only be one Lead Applicant per proposal. Should their proposal be selected for funding, the Lead Applicant will enter into a grant agreement with CARB and assume responsibility and accountability for the use and expenditure of received STEP funds as the Grantee. The Lead Applicant is responsible for contracting and working with all Sub-applicants and Community Partners to implement the proposed project.

Types of entities that may be Lead Applicants:

- **Community-based organizations**<sup>1</sup>
- **Federally recognized tribes**<sup>1</sup>
- **Local governments**<sup>1</sup>

If an entity that would be the Lead Applicant does not have the administrative capacity to assume this role, they may be a Sub-applicant and partner with another entity applying as the Lead Applicant. In this scenario, all Lead Applicant requirements would still apply. The Lead Applicant would still enter into a grant agreement with CARB and

<sup>10</sup> <https://ww2.arb.ca.gov/our-work/programs/heavy-duty-diesel-inspection-periodic-smoke-inspection-program>

<sup>11</sup> <https://ww3.arb.ca.gov/msprog/publicfleets/regdocs.htm>

<sup>12</sup> <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>

<sup>13</sup> <https://ww2.arb.ca.gov/our-work/programs/large-spark-ignition-lsi-engine-fleet-requirements-regulation>

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assume responsibility and accountability for the use and expenditure of received STEP funds, but the partnership could be set up so that the Lead Applicant supports the grant administratively and the Sub-applicant leads project implementation.

INSTRUCTIONS ( <i>Proposal Template APPLICANTS tab</i> )	
1	Identify the Lead Applicant by name and type of entity (community-based organization, federally recognized tribe, or local government). ( <i>Eligibility Threshold</i> )
2	Describe the roles and responsibilities of the Lead Applicant in implementing the projects identified in the proposal. ( <i>Scoring Criterion</i> )

INSTRUCTIONS ( <i>Attachments</i> )	
3	<p>Include a letter of support from the Lead Applicant that:</p> <ul style="list-style-type: none"> <li>• Defines their contribution to the proposal</li> <li>• Identifies their role in developing the Partnership Structure (see <a href="#">Partnership Structure</a>)</li> <li>• Expresses a commitment to implementing the proposal if funded</li> <li>• Highlights any strategies they are currently implementing or plan to implement that will support the proposed STEP-funded project</li> <li>• Identifies any resource contributions they are committed to providing (see <a href="#">Resource Contribution</a>)</li> </ul> <p>(<i>Eligibility Threshold and Scoring Criterion</i>)</p>

The proposal must demonstrate the ability of the Lead Applicant to oversee and manage the grant on time and within the budget. A statement of qualifications must be included for the Lead Applicant that demonstrates that they have successfully implemented projects similar in scope or size in California within the last seven years.

INSTRUCTIONS ( <i>Proposal Template APPLICANTS tab</i> )	
4	Describe the experience the Lead Applicant has working on projects similar in scope or size in California within the last seven years. ( <i>Scoring Criterion</i> )

## B. Sub-applicants

**Sub-applicants**<sup>1</sup> are the Applicants that enter into a Partnership Structure with the Lead Applicant and that are responsible for implementing projects or project elements funded through STEP. There is no limit to the number of Sub-applicants included in a single proposal. Should the Lead Applicant’s proposal be selected for funding, the Sub-applicants will be Subgrantees in the grant agreement with CARB.

Sub-applicants may include public, private, or nonprofit organizations, including but not limited to:

- Community-based organizations

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- Community groups (including community-based organizations that are not registered as nonprofits)
- Joint powers authorities
- Local governments
- Nonprofit organizations
- Philanthropic organizations and foundations
- Private companies (e.g., private mobility providers)
- **Public school**<sup>1</sup>
- Transit agencies
- **Tribal governments**<sup>1</sup>
- Utilities
- Other public agencies

INSTRUCTIONS ( <i>Proposal Template APPLICANTS tab</i> )	
5	Identify each Sub-applicant by name and type of entity (e.g., community-based organization, local government, private company, transit agency, tribal government). ( <i>Eligibility Threshold</i> )
6	Describe the roles and responsibilities of each Sub-applicant in implementing the project identified in the proposal. ( <i>Scoring Criterion</i> )

INSTRUCTIONS ( <i>Attachments</i> )	
7	<p>Include a letter of support from each Sub-applicant that:</p> <ul style="list-style-type: none"> <li>• Defines their contribution to the proposal</li> <li>• Identifies their role in developing the Partnership Structure (see <a href="#">Partnership Structure</a>)</li> <li>• Expresses a commitment to implementing the proposal if funded</li> <li>• Highlights any strategies they are currently implementing or plan to implement that will support the proposed STEP-funded project</li> <li>• Identifies any resource contributions they are committed to providing (see <a href="#">Resource Contribution</a>)</li> </ul> <p>(<i>Eligibility Threshold and Scoring Criterion</i>)</p>

The proposal must demonstrate the ability of each Sub-applicant to support the Lead Applicant and fulfill their roles on specific projects or project elements on time and within the budget. A statement of qualifications must be included for each Sub-applicant that demonstrates that they have successfully implemented projects or project elements similar in scope or size in California within the last seven years.

INSTRUCTIONS ( <i>Proposal Template APPLICANTS tab</i> )	
8	Describe the experience each Sub-applicant has working on projects or project elements similar in scope or size in California within the last seven years. ( <i>Scoring Criterion</i> )

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## II. APPLICANT QUALIFICATIONS

### A. Organizational Readiness to Conduct Equity Work

The proposal should demonstrate that Applicants have the organizational readiness to conduct equity work. The proposal should identify how the Applicants' management and leadership support or plan to support equity work and their staff's understanding of equity work. This may include staff's understanding of institutional racism, power dynamics, and systems of change and how their own community residents have been impacted by historical inequities. The proposal should also summarize the existing relationships Applicants have with community groups and residents, including any past successes and challenges.

INSTRUCTIONS ( <i>Proposal Template APPLICANTS tab</i> )	
9	Describe how each Applicant has prepared or plans to prepare staff to conduct equity work. If this preparation has not been provided or there are no plans to provide this preparation, explain why. ( <i>Scoring Criterion</i> )

### B. Financial Qualifications

Applicants are not required to provide financial information to apply to STEP. However, if selected, CARB will provide an STD. 204 Payee Data Record form that selected funding recipients must complete and submit to CARB.

Community-based organizations that are Lead Applicants must at all times be non-profit organizations registered with and in active/good standing with the California Secretary of State, have tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501, be tax exempt under California State law, have at least one year of incorporation prior to proposal submittal, and be based in California or have at least one full-time staff person based in California.

### C. Conflict of Interest Declaration

All Applicants must disclose any conflict of interest that has the potential to impact their ability to fulfill the duties of a STEP Grantee or Subgrantee. Conflicts of interest may include but are not limited to financial arrangements with or interest in zero-emission vehicle manufacturers, dealers, fleets, or related organizations. CARB may consider the nature and extent of any potential or apparent conflicts of interest in evaluating, considering, or scoring the proposal and may disqualify Applicants at CARB's sole discretion.

INSTRUCTIONS ( <i>Attachments</i> )	
10	Summarize each Applicant's current, ongoing, or pending direct or indirect interests that pose an actual, apparent, or potential conflict of interest with their ability to fulfill the duties of the STEP Grantee or Subgrantee.

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### III. COMMUNITY PARTNERS

**Community Partners**<sup>1</sup> are community groups, community residents, health-based organizations, small businesses, or others in the community that, while not responsible for implementing projects funded through STEP like Lead Applicants and Sub-applicants are, serve as key stakeholders and representatives of the STEP Community residents. Community Partners should have contributed to the development of the STEP proposal and should continue to participate in decision-making on all aspects of the STEP proposal throughout implementation.

The proposal should identify the formal process by which Community Partners will participate in decision-making during grant implementation in a way that increases Community Partners’ impacts on decisions (see the Spectrum of Public Participation<sup>14</sup>) and serves community residents and local implementers.

During implementation of STEP-funded projects, community engagement participants who are not already being paid for their participation (including Community Partners) should receive appropriate incentives for their time and expertise (see the Community Inclusion Guidance linked in Appendix F for more details).

INSTRUCTIONS ( <i>Proposal Template APPLICANTS tab</i> )	
11	Identify each Community Partner by name and type of entity (e.g., community group, community resident, small business). ( <i>Eligibility Threshold</i> )
12	Describe the roles and responsibilities of each Community Partner in contributing to the development of the proposal and decision-making throughout grant implementation. ( <i>Scoring Criterion</i> )

INSTRUCTIONS ( <i>Attachments</i> )	
13	Include a letter of support from each Community Partner that: <ul style="list-style-type: none"> <li>• Defines their contribution to the proposal and Partnership Structure (see <a href="#">Partnership Structure</a>)</li> <li>• Describes their role in the community</li> <li>• Expresses a commitment to support the proposal if funded</li> <li>• Identifies how the proposed project will meet the transportation needs of the community residents they represent</li> </ul> ( <i>Eligibility Threshold and Scoring Criterion</i> )

### IV. PARTNERSHIP STRUCTURE

Each proposal must outline a **Partnership Structure**<sup>1</sup> that clearly defines the relationships and decision-making framework between the Lead Applicant, Sub-applicants, and Community Partners that are a part of the STEP proposal. The

<sup>14</sup> [https://cdn.ymaws.com/www.iap2.org/resource/resmgr/pillars/Spectrum\\_8.5x11\\_Print.pdf](https://cdn.ymaws.com/www.iap2.org/resource/resmgr/pillars/Spectrum_8.5x11_Print.pdf)



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Partnership Structure will guide implementation of the entire STEP grant.

The Partnership Structure must describe the partners' governance, legal, and financial relationships. The structure must also incorporate a transparent decision-making process that centers the voices of Community Partners and other community residents and includes public meetings and a process to report back to the STEP Community on how community input is being incorporated into project development and implementation.

Applicant and subcontractor relationships must be disclosed in the proposal. If subcontractors are subject to a public process for approval, that process must be fully disclosed in the proposal, including who must approve contracts, the process for approval, and the anticipated timeline for approvals.

In any partnership structure, differences in capacity and power that lead to inequity between partners is probable, but should be minimized where possible. Applicants should consider how their Partnership Structure may be created in a way that addresses these potential inequities; for example, by creating a transparent communication structure between the partners and CARB.

	<b>INSTRUCTIONS</b> <i>(Proposal Template PARTNERSHIP STRUCTURE tab)</i>
14	Describe how the Lead Applicant's and Sub-applicants' roles and responsibilities (identified in the APPLICANTS tab) complement each other. <i>(Eligibility Threshold and Scoring Criterion)</i>
15	Describe the governance and decision-making structure of the partnership. Include the process for handling disputes and the process for changing, adding, or removing partners. <i>(Eligibility Threshold and Scoring Criterion)</i>
16	Describe how the governance and decision-making structure centers the voices of Community Partners and other community residents and key stakeholders. <i>(Eligibility Threshold and Scoring Criterion)</i>
17	Describe the role of online or in-person public meetings in the governance and decision-making structure. Include the frequency of meetings, the minimum number of public meetings that will be held, and how meeting agendas and notes will be posted for public access. <i>(Eligibility Threshold and Scoring Criterion)</i>
18	Describe how Applicants will report back to and seek feedback from the community about how input is being incorporated into project development and implementation. <i>(Eligibility Threshold and Scoring Criterion)</i>
19	Describe the legal structure of the partnership. Include who is contracting with whom and confirmation that the Lead Applicant will assume liability for the proposed projects if selected. <i>(Eligibility Threshold and Scoring Criterion)</i>
20	Describe the financial structure of the partnership. Include the process the Lead Applicant will use to pay Sub-applicants and Community Partners and the subcontractor procurement process, if applicable. <i>(Eligibility Threshold and</i>

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	<b>INSTRUCTIONS</b> ( <i>Proposal Template PARTNERSHIP STRUCTURE tab</i> )
	<i>Scoring Criterion</i>
21	Describe how the partnership structure addresses potential inequities between partners. ( <i>Scoring Criterion</i> )

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# PROPOSAL THRESHOLDS AND CRITERIA

This section describes the proposal components in the Proposal Thresholds and Criteria category. These components will help CARB understand the STEP Community, the overall proposal, and how the proposal aims to achieve objectives that intersect across the climate, transportation, equity, and housing sectors. Some components will be used to ensure eligibility thresholds identified in Appendix C, Section III are met. Some components will be scored during the proposal review process based on the quality of the component using the scoring criteria in Appendix D. Applicants must complete these proposal components using the Proposal Template in Appendix B.

## I. STEP COMMUNITY

The **STEP Community**<sup>1</sup> boundary should be defined by the Applicants and community residents during proposal development. The community must be represented by a contiguous<sup>15</sup> geographic boundary and contain residents that all use the same community-defined transportation system. The proposal must include a map and a narrative description that identifies and describes the STEP community and its residents.

At least 50 percent of the geographic area of the STEP Community must be disadvantaged community census tracts. SGC’s technical assistance contractor may help Applicants map their STEP Community boundary to ensure that the community is eligible for funding.

At least 50 percent of the total proposal budget must fund projects located at least partially within the boundaries of the disadvantaged community census tracts that are located within the STEP Community. In any future solicitations, CARB will consider including low-income communities that are not also disadvantaged communities as eligible to receive STEP Implementation Grant funds.

Some proposed projects may be located entirely or partially outside of the STEP Community. In some cases, this may be because of the nature of the project (e.g., a city-wide parking policy update). For projects located entirely or partially outside of the STEP Community boundary, the proposal must explain how the project provides a clear benefit to residents of the STEP Community.

INSTRUCTIONS <i>(Attachments)</i>	
1	Submit a map shapefile that identifies: <ul style="list-style-type: none"> <li>• the STEP Community boundary</li> <li>• tentative project locations</li> </ul>

<sup>15</sup> Next to or touching

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INSTRUCTIONS <i>(Attachments)</i>	
	<ul style="list-style-type: none"> <li>benefiting disadvantaged community census tracts <i>(Eligibility Threshold)</i></li> </ul>

INSTRUCTIONS <i>(Proposal Template PROPOSAL THRESHOLDS &amp; CRITERIA tab)</i>	
2	Describe the residents of the STEP Community, including demographics such as gender, race/ethnicity, age, income level, languages spoken, vehicle ownership, travel patterns to key destinations, and transportation mode share. Focus on demographics that are relevant to the community vision and identified projects.
3	Describe the clean transportation options that are currently available or soon to be available to community residents, in particular those in disadvantaged community census tracts. Describe the quality (e.g., frequency, affordability, reliability) of available clean transportation options. <i>(Scoring Criterion)</i>
4	For any project that is not located in the STEP Community, explain how the project is related to and serves the STEP Community. <i>(Eligibility Threshold)</i>

## II. EXISTING PROJECTS AND PLANS

### A. Consistency with Existing Plans

Where possible, the proposal must be consistent with strategies and priorities identified in existing local and regional plans (e.g., General Plans, Specific Plans, Transportation Plans, Climate Action Plans, Sustainable Communities Strategies, Regional Transportation Plans, Housing Elements) in order to ensure that STEP-funded projects will align with other existing efforts and State laws, as well as help meet existing local and regional climate and transportation goals.

INSTRUCTIONS <i>(Attachments)</i>	
5	Submit at least one letter from the city, county, or tribal government’s Planning Department, Community Development Department, Environmental Director, or other similar department or body that has land use and housing authority. The letter must demonstrate how the proposed projects are aligned with the strategies, policies, and priorities identified in existing local and regional plans or that explains why the proposed strategies, policies, and plans in existing local and regional plans do not reflect the community’s needs or priorities. If no local or regional plans exist, explain why. <i>(Eligibility Threshold)</i>

### B. Connections to Existing Projects

Where possible, the proposal should demonstrate how the proposed STEP-funded projects connect to existing transportation and land use projects. In particular, the proposal should identify how the proposed projects support and are supported by existing projects that are the types of projects that are eligible for STEP funding and the types of projects that, while ineligible for STEP funding, are encouraged because

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they contribute to the vision for and benefit the STEP Community (see lists in Appendix E).

STEP has no restrictions on the eligibility of a community for STEP funding based on what other funding the community has received in the past. However, if the community has received funding from other relevant State grant programs, Applicants should explain how these funds will work together to address the community’s transportation needs.

	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROPOSAL THRESHOLDS &amp; CRITERIA tab</i> )
6	Describe how proposed projects support and are supported by existing projects that are the types of projects that are eligible for STEP funding and the types of projects that are ineligible for STEP funding but are encouraged (lists in Appendix E). If the proposed STEP-funded projects do not connect to any existing transportation or land use projects, explain why. ( <i>Scoring Criterion</i> )

### III. WORKFORCE DEVELOPMENT

Where possible, the proposal should contribute to workforce development in the climate and clean transportation sectors by providing economic opportunities through high-quality jobs<sup>16</sup> or partnering with workforce development and training programs with career pathways for residents of the STEP Community. To the extent feasible, jobs and job training should be targeted to residents of disadvantaged and low-income communities and residents that face barriers to employment. Community engagement activities should engage residents on workforce development activities undertaken within the community. STEP’s **Workforce Development Guidance** (linked in Appendix G) includes detailed information about how to address this component, including example activities and other resources.

	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROPOSAL THRESHOLDS &amp; CRITERIA tab</i> )
7	Describe how the proposed projects will contribute to workforce development in the climate and clean transportation sectors, including how the projects will partner with workforce development and training programs with career pathways or provide economic opportunities through high-quality jobs for residents of the STEP Community. If not applicable, explain why. ( <i>Scoring Criterion</i> )

### IV. DISPLACEMENT AND HOUSING

#### A. Displacement Avoidance

Where possible, the proposal should identify and avoid substantial economic, environmental, and public health burdens that may occur due to the STEP-funded

<sup>16</sup> Offer local living wages, benefits, predictable scheduling, opportunities for advancement, geographic accessibility, good working conditions, and job retention.

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project and that may lead to the physical or economic displacement of **low-income households**<sup>1</sup> and **small businesses**.<sup>1</sup> Community engagement activities should engage residents on the potential impacts of the proposal on the community. STEP’s **Displacement Avoidance Guidance** (linked in Appendix F) includes detailed information about how to address this component, including example activities and other resources.

	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROPOSAL THRESHOLDS &amp; CRITERIA tab</i> )
8	Describe the displacement vulnerabilities that currently exist in low-income households and small businesses within the STEP Community. ( <i>Scoring Criterion</i> )
9	Describe the existing policies and plans that address displacement avoidance. If no relevant policies or plans exist, explain why. ( <i>Scoring Criterion</i> )
10	Describe any policies, programs, or coordination with existing policies or programs that are proposed to be funded through STEP to avoid the displacement of existing low-income households and small businesses within the STEP Community to counter displacement that may occur due to STEP-funded projects. If not applicable, explain why. ( <i>Scoring Criterion</i> )

## B. Affordable Housing and Land Use

Increasing the supply of affordable housing near transportation options facilitates GHG emission reductions and economic opportunities for residents. Where possible, the proposal should align with and complement policies, plans, or processes that have been locally adopted or are in active development to be locally adopted by a specific date, that support **affordable housing**,<sup>1</sup> and that have land use implications for transportation. STEP’s **Affordable Housing and Land Use Guidance** (linked in Appendix F) includes detailed information about how to address this component, including examples, resources, and best practices.

	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROPOSAL THRESHOLDS &amp; CRITERIA tab</i> )
11	Describe how the proposed projects will advance local land use and housing goals as identified in the applicable Regional Transportation Plan, Sustainable Communities Strategy (where applicable), Regional Housing Needs Allocation (RHNA), local Housing Element implementation, or other local plans such as general plans or specific plans. If not applicable, explain why. ( <i>Scoring Criterion</i> )
12	Describe how local land use policies, plans, or processes will support the use and benefits of the proposed projects over their lifetime. Describe how the policy, plan, or process promotes the development of affordable housing within a half-mile of a transit station, transit stop, or access to an active transportation facility that will be improved by the proposed projects. If not applicable, explain why. ( <i>Scoring Criterion</i> )

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# PROJECT-SPECIFIC THRESHOLDS AND CRITERIA

This section describes the proposal components in the Project-specific Thresholds and Criteria category. These components will help CARB understand the STEP Community, the overall proposal, and how the proposal aims to achieve objectives that intersect across the climate, transportation, equity, and housing sectors. Some components will be used to ensure eligibility thresholds identified in Appendix C, Section III are met. Some components will be scored during the proposal review process based on the quality of the component using the scoring criteria in Appendix D. Applicants must complete these proposal components using the Proposal Template in Appendix B.

## I. PROJECT SCOPE

The proposal must include specific information about each project within the proposal.

	<b>INSTRUCTIONS</b> <i>(Proposal Template PROJECT THRESHOLDS &amp; CRITERIA tab)</i>
1	Identify the Lead Implementer (may be either the Lead Applicant or a Sub-applicant) for each project. <i>(Eligibility Threshold)</i>
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process. <i>(Eligibility Threshold and Scoring Criterion)</i>

### A. Readiness

If applicable, at the time of grant execution, Applicants must have all California Environmental Quality Act (CEQA) documentation completed. Applicants must include CEQA documentation in the proposal that demonstrates that CEQA has been or will have been met at the time of grant execution. See detailed instructions on the CEQA readiness requirement in Appendix E.

Within six months after grant execution, Applicants must have all other necessary preparations completed (e.g., site control, permits) and all necessary partners on board in order to implement the proposed projects. Applicants must include documentation in the proposal that demonstrates that these other readiness requirements have been met or will have been met within six months after grant execution.

If any readiness requirements have not been met by the time the proposal is submitted, Applicants must identify the process and anticipated timeline for completing these actions. Applicants are encouraged to complete as many readiness

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requirements as possible prior to submitting their proposals; proposals will be scored on level of readiness.

	<b>INSTRUCTIONS</b> ( <i>Attachments</i> )
3	Include any applicable readiness documentation such as CEQA documentation (see Appendix E for details). ( <i>Eligibility Threshold</i> )

	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROJECT THRESHOLDS &amp; CRITERIA tab</i> )
4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution. ( <i>Scoring Criterion</i> )

## II. TRANSPORTATION EQUITY

The proposal should consider how each project will further transportation equity in the STEP Community. Considerations relevant to transportation equity may be specific to the STEP Community and may include, but not be limited to, the following:

- Access to key destinations (e.g., schools, grocery stores, workplaces, daycare facilities, community centers, medical facilities)
- Accessibility of transportation options (e.g., can people with different ability levels, people who don't have credit cards or smartphones, or people who do not speak English use the transportation services)
- Affordability of transportation options
- Environmental sustainability (e.g., air quality)
- Reliability of services
- Safety of end users (e.g., traffic collision avoidance, impacts to diverse populations from the presence of law enforcement)

	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROJECT THRESHOLDS &amp; CRITERIA tab</i> )
5	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents. ( <i>Scoring Criterion</i> )

The proposal should identify projects that help address community residents' transportation needs and maximize direct, meaningful, and assured benefits to residents of disadvantaged communities.



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CARB uses Benefit Criteria Tables<sup>17</sup> (criteria tables) to determine if a project provides direct, meaningful, and assured benefits to residents of disadvantaged communities. While Applicants are not required to submit criteria tables as part of their STEP proposal, Applicants may use the criteria tables to better understand how CARB will track and report project benefits. However, Applicants are encouraged to include more details than the criteria tables identify about the specific benefits provided by the projects to disadvantaged community residents in the STEP Community.

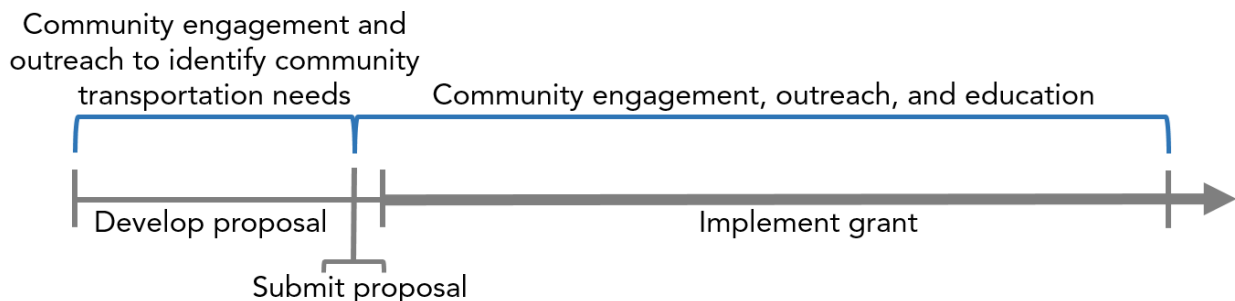
For complex projects, there may be more than one applicable criteria table. Criteria tables that may be applicable to STEP proposals include, but are not limited to, Sustainable Transportation, Planning, and Job Training and Workforce Development.

	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROJECT THRESHOLDS &amp; CRITERIA tab</i> )
6	Describe the direct, meaningful, and assured benefit(s) provided by each project to residents of disadvantaged communities in the STEP Community. ( <i>Scoring Criterion</i> )

### III. COMMUNITY INCLUSION

Applicants must directly engage community residents and other key stakeholders (e.g., community groups, local small businesses), including but not limited to Community Partners, in all phases of the proposal’s development and implementation to ensure funded projects provide direct, meaningful, and assured benefits to STEP Community residents, particularly those in disadvantaged communities. The figure below displays the timeline of the three components that are a part of community inclusion for the Implementation Grant: community-identified transportation needs, community engagement, and outreach and education.

**Figure 4: Community Inclusion Timeline**



All aspects of community inclusion should be implemented with participation from a diverse group of community residents that represent the demographics of the STEP Community. Focus should be on engaging hard-to-reach residents, whose interests, due to social, economic, and institutional barriers, have historically been under-

<sup>17</sup> <https://www.arb.ca.gov/cci-resources>

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represented.

### A. Community-identified Transportation Needs for Proposal Development

Applicants must identify community residents' transportation needs *prior to submitting the proposal* through a documented community engagement process using recommended methods of community engagement identified in the **Community Inclusion Guidance** (linked in Appendix F). Community engagement activities may include, but are not limited to, online or in person community meetings and focus groups, surveys, and one-on-one discussions with residents. Applicants must then design proposed projects in collaboration with the community according to the community's identified transportation needs and wants.

This community engagement process may be undertaken specifically to apply for STEP funds, or may have been previously completed as part of another relevant formal or informal local planning process undertaken in and with the STEP Community (e.g., community engagement for active transportation plan, General Plan, specific plan, neighborhood plan, unmet transit needs assessment). These community engagement activities must have been conducted within at least four years of the proposal submittal date.

INSTRUCTIONS ( <i>Proposal Template PROJECT THRESHOLDS &amp; CRITERIA tab</i> )	
7	Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want. ( <i>Eligibility Threshold and Scoring Criterion</i> )
8	Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant. ( <i>Scoring Criterion</i> )

### B. Community Engagement during Grant Implementation

For each proposed project, Applicants must use recommended **community engagement**<sup>1</sup> methods identified in STEP's **Community Inclusion Guidance** (linked in Appendix F) to ensure that community residents have the opportunities and resources they need to actively participate in the decision-making process *during grant implementation* to inform project design and implementation. Applicants should follow community engagement best practices such as ensuring translation of meetings and materials, scheduling meetings at times and locations that are convenient to community residents, and including a process to report back to community residents on the information received during community engagement activities and how this information is being incorporated into project development and implementation.

Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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Focus should be on engaging hard-to-reach residents.

	INSTRUCTIONS <i>(Proposal Template PROJECT THRESHOLDS &amp; CRITERIA tab)</i>
9	Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation. <i>(Scoring Criterion)</i>
10	Identify any hard-to-reach residents. <i>(Scoring Criterion)</i>
11	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above. <i>(Scoring Criterion)</i>
12	Describe how the planned community engagement activities will be evaluated for success and updated accordingly. <i>(Scoring Criterion)</i>

During implementation of STEP-funded projects, community engagement participants who are not already being paid for their participation (including Community Partners and other community residents, members of community groups and community-based organizations, community leaders, and members of environmental justice organizations) should receive appropriate incentives for their time and expertise. See the Community Inclusion Guidance for more details on participant incentives.

### C. Outreach and Education during Grant Implementation

For each proposed project, Applicants must use recommended **outreach**<sup>1</sup> and education methods identified in STEP’s **Community Inclusion Guidance** (linked in Appendix F) to ensure that identified **end users**<sup>1</sup> in the community can successfully use new transportation services and actively participate in decision-making processes *during grant implementation*. Focus should be on engaging hard-to-reach residents.

	INSTRUCTIONS <i>(Proposal Template PROJECT THRESHOLDS &amp; CRITERIA tab)</i>
13	Identify the expected end users. <i>(Scoring Criterion)</i>
14	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation. <i>(Scoring Criterion)</i>
15	Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above. <i>(Scoring Criterion)</i>
16	Describe how the planned outreach and education activities will be evaluated for success and updated accordingly. <i>(Scoring Criterion)</i>

The proposal should also include plans to educate community residents and local businesses about other applicable CARB funding opportunities, including One Stop Shop and the clean vehicle ownership programs (e.g., Clean Vehicle Rebate Project,<sup>18</sup>

<sup>18</sup> <https://cleanvehiclerebate.org/eng>

Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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Clean Cars 4 All,<sup>19</sup> Clean Vehicle Assistance Program<sup>20</sup>) and supporting California Energy Commission funding opportunities (e.g., the California Electric Vehicle Infrastructure Project<sup>21</sup>).

	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROJECT THRESHOLDS &amp; CRITERIA tab</i> )
17	Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy Commission funding opportunities. ( <i>Scoring Criterion</i> )

#### IV. DATA TRACKING AND REPORTING

CARB requires reporting on the benefits that result from funded projects such as GHG and air pollutant emission reductions, passenger vehicle miles traveled reductions, travel cost savings, energy and fuel cost savings, and jobs supported.

**Appendix H** includes a list of the metrics that funding recipients will be required to report to CARB. The complete set of metrics that funding recipients will be required to track and report will depend on the types of projects funded in each proposal and will be finalized in consultation with the selected funding recipients during the grant agreement process.

	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROJECT THRESHOLDS &amp; CRITERIA tab</i> )
18	Identify the Applicant(s) who will lead data tracking and reporting for each project. ( <i>Scoring Criterion</i> )
19	Describe the plan for tracking and collecting project-related data to report to CARB. ( <i>Scoring Criterion</i> )

CARB has partnered with the Climate Smart Communities Consortium (led by the University of California, Berkeley – Transportation Sustainability Research Center) to develop indicators and metrics to track the overall impact of CARB’s clean mobility projects and to conduct baseline evaluations of the communities selected to receive STEP Implementation Grants. The researchers will work with the selected communities to develop indicators and metrics that will be tracked over the grant term, including transportation equity indicators such as affordability, reliability, accessibility of transportation options for different demographics, and access to key destinations. Grantees will be required to work with the researchers to develop and track these metrics and should factor these efforts into their plan for tracking and collecting project-related data.

<sup>19</sup> <https://ww2.arb.ca.gov/our-work/programs/clean-cars-4-all>

<sup>20</sup> <https://cleanvehiclegrants.org/>

<sup>21</sup> <https://calevip.org/>

Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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### A. Benefits Quantification

Applicants are required to quantify the benefits of proposed projects as part of their STEP proposal. CARB has developed quantification methods to estimate GHG emission reductions associated with all project types eligible under the Clean Transportation Strategies (see Appendix E for a full list of eligible projects; see the Quantification Methodology linked in Appendix F for descriptions of the quantification methods). The proposal must include quantification via the STEP Benefits Calculator for all projects that will be counted toward Clean Transportation Strategies.

Overall, each proposal must result in a quantifiable net GHG emission reduction. SGC’s technical assistance contractor may help Applicants quantify GHG emission reductions and selected co-benefits from each quantifiable proposed project using the STEP Benefits Calculator (see Appendix I).

INSTRUCTIONS <i>(Attachments)</i>	
20	Submit a completed STEP Benefits Calculator (see Appendix I) that includes information about each project that is eligible under a Clean Transportation Strategy. <i>(Eligibility Threshold and Scoring Criterion)</i>

## V. CLIMATE ADAPTATION AND RESILIENCY

The proposal should identify the specific direct and indirect impacts of climate change that the STEP Community will experience over the **project life**.<sup>1</sup> Where possible, the proposed projects should help the community **adapt**<sup>1</sup> to identified direct and indirect climate impacts and build **community resilience**<sup>1</sup> in preparation for those impacts. Community engagement activities should engage residents on the impacts of climate change on the proposed projects and the potential climate benefits from the proposed projects. STEP’s **Climate Adaptation and Resiliency Guidance** (linked in Appendix F) includes detailed information about how to address this component.

INSTRUCTIONS <i>(Proposal Template PROJECT THRESHOLDS &amp; CRITERIA tab)</i>	
21	Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why. <i>(Scoring Criterion)</i>
22	Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why. <i>(Scoring Criterion)</i>

## VI. LONGEVITY AND LESSONS LEARNED

STEP-funded projects are intended to catalyze clean transportation solutions that can continue to address communities’ transportation needs beyond the grant term. The proposal should consider how projects (especially projects under Clean Transportation

Grant Framework	Applicants and Partnership Structure	Proposal Thresholds and Criteria	Project-specific Thresholds and Criteria	Proposal Implementation Plan
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Strategies) will remain fiscally sustainable and continue to provide benefits to STEP Community residents beyond the grant term. For all capital projects (e.g., vehicles, equipment, charging infrastructure, facilities), the proposal should include a contingency plan for ensuring those projects continue to serve the community if operation of service discontinues after STEP funding is spent.

	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROJECT THRESHOLDS &amp; CRITERIA tab</i> )
23	Describe if and how each project will remain fiscally sustainable and continue to provide benefits to STEP Community residents beyond the grant term. If applicable, describe the contingency plan for ensuring each capital project continues to serve the community if operation of service is discontinued after STEP funding is spent. ( <i>Scoring Criterion</i> )

The proposal should also consider how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects. Where applicable, this may include participating in collaboration events and networks managed by CARB or a CARB-funded project administrator.

	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROJECT THRESHOLDS &amp; CRITERIA tab</i> )
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects. ( <i>Scoring Criterion</i> )

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## PROPOSAL IMPLEMENTATION PLAN

This section describes the budget and timeline that will be used to implement the proposal described in the sections above. Some components will be used to ensure eligibility thresholds identified in Appendix C, Section III are met. Some components will be scored during the proposal review process based on the quality of the component using the scoring criteria in Appendix D. Applicants must complete these proposal components using the Proposal Template in Appendix B.

### I. PROPOSAL BUDGET

The proposal must include a budget that identifies all estimated labor, material, equipment, construction, installation, and administration costs associated with the proposal, including but not limited to:

- Project Costs: Requested funds and resource contributions for direct costs for all applicable elements of the identified projects (see [Project Costs](#) below for more details).
- Grant Implementation Costs: Direct and indirect costs for administrative activities related to implementation of the proposal (STEP contribution must account for no more than 5 percent of the value of requested funds, see [Grant Implementation Costs](#) below for more details).

Through any combination of STEP funds and resource contributions, the proposal budget must meet the following requirements:

- At least 50 percent of the total proposal budget must fund projects that are counted toward the proposal’s Clean Transportation Strategies.
- At least 50 percent of the total proposal budget must fund projects located within the boundaries of the disadvantaged community census tracts that are located within the STEP Community.
- Separate from identified grant implementation costs, at least 2 percent of the total proposal budget must fund data tracking and reporting (see [Data Tracking and Reporting](#)).

The proposal budget must follow the format of the BUDGET tab in the Proposal Template (see Appendix B). Applicants should provide additional detail, as necessary, to show cost breakdown by task, subtask, and associated labor.

	<b>INSTRUCTIONS</b> ( <i>Proposal Template BUDGET tab</i> )
1	Input all cost information and associated notes in the budget spreadsheet. ( <i>Eligibility Threshold</i> )

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<b>INSTRUCTIONS</b> <i>(Proposal Template PROPOSAL IMPLEMENTATION PLAN tab)</i>	
2	Confirm the total cost of the proposal (calculated based on inputs in the BUDGET tab). <i>(Eligibility Threshold)</i>
3	Confirm the total funds requested from STEP (calculated based on inputs in the BUDGET tab). <i>(Eligibility Threshold)</i>
4	Identify the total cost of the Clean Transportation Strategies (must be at least 50 percent of the total proposal budget). <i>(Eligibility Threshold)</i>
5	Identify the total cost of the projects located within the boundaries of the disadvantaged community census tracts in the STEP Community (must be at least 50 percent of the total proposal budget). <i>(Eligibility Threshold)</i>
6	Identify the total cost of data tracking and reporting (must be at least 2 percent of the total proposal budget). <i>(Eligibility Threshold)</i>

Labor rates are hourly rates that include direct labor and overhead and fringe benefits. Adjustments to labor rates that may occur over the grant term must be accounted for in the budget and explained in the Notes section of the BUDGET tab. Labor rates may not be increased at any time from those identified in the proposal.

Similarly, any expectation of cost of living increases or increases in grant implementation costs due to inflation or other reasons needs to be included in the budget and explained in the Notes section of the BUDGET tab. Regardless of any proposed increase in costs due to cost of living, inflation, or other reasons, the total amount of funding for the proposal will not be changed once the grant agreement is executed unless, under CARB’s sole discretion, a grant amendment updates the grant agreement with additional funds and/or additional work.

If parts of the proposal have been or will be funded in whole or in part by other public incentive programs (e.g., other California Climate Investments programs, SB 1 programs) that are still under contractual obligations, their incentive program status must be clearly identified in the Notes section of the BUDGET tab. Applicants must also disclose information about other State grant programs (e.g., Clean Mobility Options Voucher Pilot, Active Transportation Program) they are currently applying for to fund the same project or project elements in the Notes section of the BUDGET tab.

**A. Project Costs**

Project costs include funds to directly implement any proposed STEP-eligible project, including but not limited to costs for labor, vehicles, equipment, infrastructure, operations, community engagement, outreach, planning, and capacity building.



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**B. Grant Implementation Costs**

Grant implementation costs include labor expenses and other costs for administrative activities related to implementation of the proposal after the grant agreement has been executed. Grant implementation costs may be direct or indirect. The combination of direct and indirect grant implementation costs requested from STEP may not exceed 5 percent of the total requested funds. CARB has the sole discretion to modify this maximum percent during grant agreement development.

7	<p><b>INSTRUCTIONS</b> (<i>Proposal Template PROPOSAL IMPLEMENTATION PLAN tab</i>)</p> <p>Confirm the total grant implementation funds requested (must be no more than 5 percent of the total requested funds, calculated based on inputs in the BUDGET tab). (<i>Eligibility Threshold</i>)</p>
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The final disbursement will be 1 percent of the total grant implementation costs covered by STEP or \$50,000 (whichever amount is greater) and will be withheld until the Grantee has delivered the Final Report. One percent of the total grant implementation costs covered by STEP will be withheld after 90 percent of the grant has been liquidated.

*Direct Grant Implementation Costs*

The proposal may include a request for funds to cover direct costs associated with administrative activities related to implementation of the grant. **Direct grant implementation costs**<sup>1</sup> covered by the Applicants are also eligible resource contributions.

Examples of direct grant implementation activities include, but are not limited to:

- Submitting invoices and supporting documents
- Participating in meetings with CARB and other project partners
- Collecting, organizing, and reviewing of data
- Drafting regular reports for CARB to track implementation of proposal
- Participating in CARB events and networks to share information about grant implementation with other jurisdictions

*Indirect Grant Implementation Costs*

The proposal may include a request for funds to cover indirect costs associated with administrative activities related to implementation of the grant. **Indirect grant implementation costs**<sup>1</sup> may not exceed 1 percent of the total requested funds. Indirect grant implementation costs covered by the Applicants are not eligible resource contributions.

## STEP Implementation Grant Solicitation

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Examples of indirect grant implementation costs include, but are not limited to:

- General administrative expenses
- Rent and office space
- Phones and telephone services
- Printing

8	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROPOSAL IMPLEMENTATION PLAN tab</i> ) Confirm the total funds requested to cover indirect grant implementation costs (must be no more than 1 percent of the total requested funds, calculated based on inputs in the BUDGET tab). ( <i>Eligibility Threshold</i> )
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### C. Resource Contribution

The proposal must include a resource contribution of at least 20 percent of the total amount of funds requested from STEP in the proposal. Resource contributions may be used to cover project costs or direct grant implementation costs. Resource contributions may include cash, in-kind services, or leveraged funding from other public or private sources including other California Climate Investments programs.

Resource contributions must be identified and documented in as much detail as possible. The minimum dollar value and source of each resource contribution must be both identified in the proposed budget and documented in attachments. If applicable, this documentation may be included in the letters of support from Lead Applicants and Sub-applicants (see [Eligible Applicants](#)). CARB may choose not to consider resource contributions with documentation that does not include specific dollar amounts. Documentation must show that each resource contribution has already been committed to the project(s) or that each resource contribution will be available by the time it is needed during grant implementation.

If a third party proposes to provide a resource contribution that will be used to meet the 20 percent resource contribution requirement, the proposal must include a letter from that third party stating the source of the resource contribution and that they are committed to providing the specific dollar value identified.

Resource contributions identified and documented in the proposal will be included in the grant agreement for selected funding recipients. Grantees will be required to fulfill these identified resource contribution commitments.

**Appendix G** includes a list of eligible resource contributions and examples of eligible documentation for each resource contribution.

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	<b>INSTRUCTIONS</b> ( <i>Proposal Template PROPOSAL IMPLEMENTATION PLAN tab</i> )
9	Confirm the total value of all resource contributions committed (must be at least 20 percent of the total amount of funds requested from STEP, calculated based on inputs in the BUDGET tab). ( <i>Eligibility Threshold</i> )

	<b>INSTRUCTIONS</b> ( <i>Attachments</i> )
10	Provide documentation to verify each resource contribution identified and that each resource contribution will be available by the time it is needed. ( <i>Eligibility Threshold</i> )

**II. PROPOSAL TIMELINE**

The proposal timeline must follow the format of the TIMELINE tab in the Proposal Template (see Appendix B). Tasks must be linked to specific deliverables detailed in the project scopes.

All Applicants must participate in the development of the disbursement request timeline and agree to be bound by it for the duration of the grant term.

	<b>INSTRUCTIONS</b> ( <i>TIMELINE tab</i> )
11	At a high level, outline all of the tasks needed to complete each project in chronological order, organized by disbursement schedule, including: <ul style="list-style-type: none"> <li>• A description of each task (tasks and task numbers should match the tasks and task numbers identified in the <i>BUDGET tab</i>)</li> <li>• The start date and completion date of each task</li> <li>• The roles of each relevant Applicant in completing each task</li> <li>• Any deliverables associated with each task</li> </ul> <i>(Eligibility Threshold and Scoring Criterion)</i>

# PROPOSAL DEVELOPMENT, SUBMISSION, REVIEW, AND SELECTION

## I. TECHNICAL ASSISTANCE FOR APPLICANTS AND RECIPIENTS

Should SGC's technical assistance contract with Estolano Advisors be approved by the State Department of General Services, technical assistance will be available to support all STEP Applicants and recipients. Estolano Advisors is the contractor that may provide technical assistance to all STEP Applicants and recipients.

INSTRUCTIONS
<p>Provide your information in the following survey by <b>5:00 pm (Pacific Time) on July 15, 2020</b> to access technical assistance services should they become available:  <a href="https://docs.google.com/forms/d/e/1FAIpQLSeZn9n-7gGU7ScAkaBjllPwReXRpkH6ohWUKut8DG4BzUN2tw/viewform">https://docs.google.com/forms/d/e/1FAIpQLSeZn9n-7gGU7ScAkaBjllPwReXRpkH6ohWUKut8DG4BzUN2tw/viewform</a></p>

The technical assistance contractor will work with each interested Applicant to determine what support is needed for each Applicant. The technical assistance contractor may provide Applicants with support on the following:

- Determining whether to apply for a Planning and Capacity Building Grant or an Implementation Grant
- Understanding the grant's eligibility thresholds, scoring criteria, and other requirements and answering any questions that come up during proposal development
- Quantifying benefits
- Mapping the STEP Community
- Managing proposal development (e.g., tracking and meeting deadlines)
- Engaging community residents during proposal development
- Developing partnerships
- Reading through a final version of the proposal to ensure all required components are included and all eligibility thresholds are met

The technical assistance contractor will also provide all Implementation Grant recipients support with the following:

- Data tracking and reporting
- Managing the projects (e.g., tracking and meeting deadlines, identifying and addressing challenges during project implementation)
- Working with community groups on inclusive and equitable community engagement and decision-making during the iterative design and implementation of the projects
- Developing and implementing the technical aspects of the projects

## II. APPLICANT TELECONFERENCES

CARB will hold three Applicant Teleconferences for the STEP Implementation Grant, at which time CARB staff will be available to answer potential Applicants' questions regarding eligibility thresholds, proposal components, solicitation processes, and anything else related to the current STEP solicitation. The first and last teleconferences will be open to Applicants of both the STEP Planning and Capacity Building Grant and the STEP Implementation Grant. The Applicant Teleconferences will take place on the following dates and times:<sup>22</sup>

### First STEP Applicant Teleconference

Date: June 30, 2020

Time: 3:00 pm

Call-in Number: +1 (415) 655-0060

Passcode: 859-765-307

Webinar registration:

<https://attendee.gotowebinar.com/register/3438438249644849933>

### STEP Implementation Grant Applicant Teleconference

Date: July 22, 2020

Time: 2:00 pm

Call-in Number: +1 (562) 247-8422

Passcode: 292-436-999

Webinar registration:

<https://attendee.gotowebinar.com/register/5244172793011062285>

### Final STEP Applicant Teleconference

Date: August 13, 2020

Time: 3:00 pm

Call-in Number: +1 (562) 247-8422

Passcode: 256-596-403

Webinar registration:

<https://attendee.gotowebinar.com/register/1793756870980326669>

The Applicant Teleconferences will be open to all interested entities. Written questions submitted before each Applicant Teleconference will be given priority. Questions may be emailed to Bree Swenson at [step@arb.ca.gov](mailto:step@arb.ca.gov) up to four business days prior to each Applicant Teleconference. Staff will only respond to questions regarding the STEP solicitation during the Applicant Teleconferences.

The questions and answers from the Applicant Teleconferences and any questions received via email will be posted on the CARB website no later than 5:00 pm (Pacific

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<sup>22</sup> Call-in numbers and passcodes may change. Should a change occur, the new call-in number and passcode will be listed on the CARB website at: <http://www.arb.ca.gov/msprog/aqip/solicitations.htm>. Potential Applicants are encouraged to confirm the call-in number and passcode by visiting the listed website prior to each teleconference.

Time) three business days after the teleconference. This date may be extended at CARB's sole discretion.

CARB will not answer questions regarding this solicitation before, between, or after the Applicant Teleconferences. Any verbal communication with a CARB employee concerning this solicitation is not binding on the State and shall in no way alter a specification, term, or condition of the solicitation.

### III. PROPOSAL SUBMISSION

All information and data submitted as a response to this solicitation are property of CARB and will become public record. If no qualified proposal is submitted, CARB will not award a grant and will consider other options for using STEP funds at CARB's sole discretion.

Proposals may be submitted electronically via email, by mail via postal service, or via in-person delivery.

#### A. Electronic Submission

If submitting electronically, CARB must receive a zipped and signed proposal, including all of the required components, no later than **5:00 pm (Pacific Time) on August 31, 2020** to [step@arb.ca.gov](mailto:step@arb.ca.gov). If the proposal is too large to send in one email, Applicants may submit different parts of the proposal in multiple emails. Please include information in the body of the email about the number of emails that contain parts of the proposal that CARB should receive, so staff can confirm that CARB has received all parts of the proposal.

Proposals submitted via email must be sent to:

Bree Swenson  
California Air Resources Board  
Sustainable Transportation and Communities Division  
[step@arb.ca.gov](mailto:step@arb.ca.gov)

CARB will send a confirmation email to the Applicant within 24 hours of receiving the electronic version of the proposal. Proposals received after 5:00 pm (Pacific Time) on August 31, 2020 may be rejected and not scored.

#### B. Mail or In-person Submission

If submitting by mail or in person, CARB must receive one signed original of, four copies of, and one flash drive with the proposal, including all of the required components, no later than **5:00 pm (Pacific Time) on August 31, 2020** at the California Air Resources Board headquarters at 1001 I Street, Sacramento, California 95814. Proposals submitted via U.S. Postal Service, United Parcel Service (UPS), Express Mail, Federal Express, or another delivery service provider must be dispatched with enough time so that CARB receives them no later than **5:00 pm (Pacific Time) on August 31, 2020** (delivery service provider's tracking number may be used to verify

date of receipt).

Proposals submitted via the U.S. Postal Service must be mailed to the following address:

Bree Swenson  
California Air Resources Board  
Sustainable Transportation and Communities Division – Mailstop 6B  
P.O. Box 2815  
Sacramento, California 95812-2815

Proposals submitted via another delivery service or in person must be delivered to the following address:

Bree Swenson  
California Air Resources Board  
Sustainable Transportation and Communities Division – Mailstop 6B  
1001 I Street  
Sacramento, California 95814

Once the proposal has been mailed or delivered in person, send an email to [step@arb.ca.gov](mailto:step@arb.ca.gov) indicating that you have submitted a proposal. CARB will send a confirmation email to the Applicant within 24 hours of receiving the hard-copy of the proposal. Proposals received after 5:00 pm (Pacific Time) on August 31, 2020 may be rejected and not scored.

## IV. PROPOSAL REVIEW AND SELECTION

### A. Review Process

The submitted proposal must include all proposal components.

See **Appendix C, Section II** for a checklist that includes all proposal components. Applicants must use this checklist to ensure that all proposal components are included prior to submitting the proposal and submit a completed and signed checklist as part of the proposal cover page (see [Proposal Instructions](#) section).

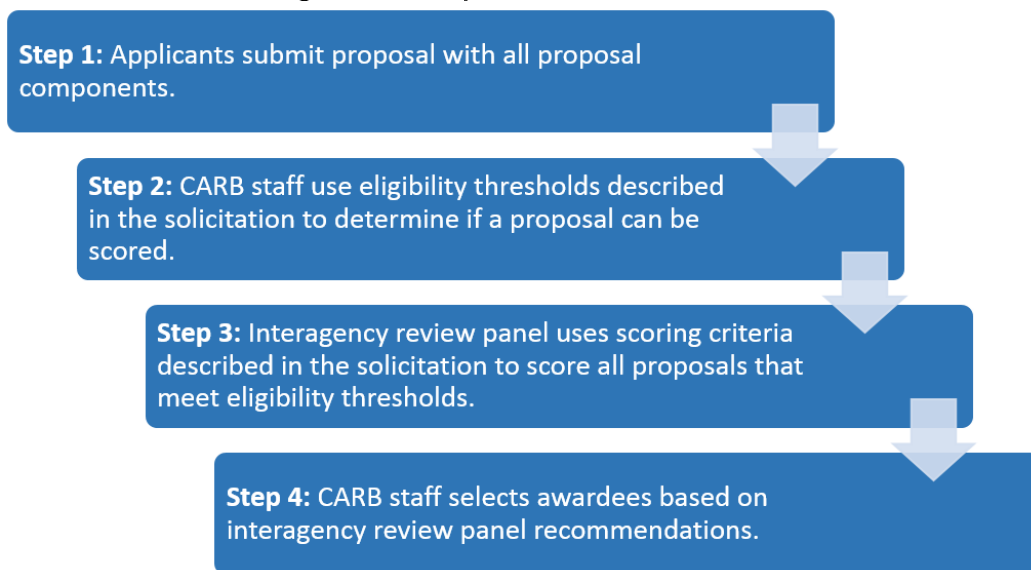
CARB staff will evaluate all proposals submitted on time using the eligibility thresholds in Appendix C to ensure proposals meet basic eligibility requirements. If a proposal does not meet all eligibility thresholds, the Lead Applicant will be notified by CARB within four business days after the solicitation deadline and will have two business days to submit proof that missing eligibility thresholds have been met. Updates to eligibility thresholds during this time should not result in substantial changes to proposals. Eligibility thresholds will be evaluated at CARB's sole discretion. After that deadline, proposals that do not meet all eligibility thresholds will not proceed to the next step of the review process.

See **Appendix C, Section III** for a checklist that includes all eligibility thresholds that CARB staff will use to determine if a proposal will be scored. Applicants must use this checklist to ensure that all eligibility thresholds are met prior to submitting the proposal.

If a proposal meets all eligibility thresholds, an interagency review panel made up of CARB staff and other State agency staff will evaluate the proposal using the Scoring Criteria in Appendix D. Each proposal that is scored will receive a single score out of 100 points.

See **Appendix D** for a list of scoring criteria organized by proposal component.

**Figure 5: Proposal Review Process**



CARB may request clarification regarding proposal responses during the proposal review process. Clarifying questions will not be considered changes to the proposal for scoring purposes, but will be considered part of the proposal and will be included in the grant agreement if the proposal is selected for funding.

Applicants may be eligible to receive extra points for their proposal during the scoring process for meeting or addressing certain criteria. These extra points are intended to enable Applicants and communities with less capacity or experience with State grant programs to compete in the scoring process. Extra points will be assigned to:

- Proposals in which the Lead Applicant is a community-based organization or a federally recognized tribe
- Proposals for projects in rural<sup>23</sup> communities

<sup>23</sup> For the purposes of STEP, rural communities are communities that are not in urbanized areas, as defined by the 2010 census (<https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural/2010-urban-rural.html>) OR communities that are not served by a metropolitan planning organization.



- Proposals for projects in communities that lack clean transportation options available to residents. Scored based on Applicants' answers in the [STEP Community](#) section.

## B. Selection Process

The Lead Applicant that submits the proposal with the highest overall score will be preliminarily selected as the Grantee. The preliminary selection of a proposal does not in any way commit CARB to approving or finalizing the grant. The selected funding recipient will be required to sign a grant agreement with CARB to fulfill the duties of the Grantee (see Appendix J).

CARB, in its sole discretion, may cancel the preliminary selection and select the next highest scoring project, and so on, until an agreement is reached, or exercise its right, in its sole discretion, through this process to not award a grant. CARB reserves the right, in its sole discretion, to cancel this solicitation, re-solicit for a Grantee, or direct funding to another project in the Funding Plan.

In the event funding has been awarded to the highest scoring proposal and there are remaining funds available, CARB may preliminarily select the Lead Applicant from the proposal with the second highest overall score as another Grantee, and so on. In the event funding has been awarded to the highest scoring proposals and the remaining available funds are less than the amount requested in the next highest scoring proposal, CARB, in its sole discretion, may offer to fund a portion of the next highest scoring proposal, carry the remaining funds forward to the next fiscal year, or direct funding to another project in the Funding Plan.

CARB retains the right to remove discrete elements of proposals selected for funding that CARB determines to be ineligible or to reduce the scope of a proposal to use any remaining funds.

If, in CARB's sole discretion, no submitted proposal meets the goals of this solicitation, the Funding Plan, or AQIP Guidelines, no selection of a Grantee is required to be made and funding can be directed to another project identified in the Funding Plan as needed.

## V. SOLICITATION DEBRIEF

Once Applicants have been selected for funding and CARB announces the awards, the Applicants that were not selected for funding have thirty days to submit a written request to [step@arb.ca.gov](mailto:step@arb.ca.gov) for a debrief meeting with CARB. The debrief will include a review of the strong and weak aspects of the proposal and recommendations for how to improve the proposal for potential use in future solicitations. The debrief opportunity will be offered to Lead Applicants, Sub-applicants, and any other project partners interested in participating.

# IMPLEMENTATION PROCESS

After funding recipients are preliminarily selected, each selected funding recipient must work with CARB to develop a grant agreement.

## I. SCOPE OF WORK

The draft scope of work, which outlines the selected Grantee's duties and requirements, is in the Draft Sample Grant Agreement (Appendix J). Applicants must consider these duties and requirements when developing their proposal, especially the proposal timeline and budget. This scope of work will be modified in coordination with the selected funding recipient during grant agreement development and included in the grant agreement that must be executed by May 14, 2021.

## II. REQUIREMENTS PRIOR TO EXECUTION OF GRANT AGREEMENT

Once selected, and prior to execution of the grant agreement, the selected funding recipient will be required to submit a resolution of its governing board that commits the entity to:

- Comply with the requirements of the grant agreement
- Accept grant funds from CARB
- Allocate and authorize any resource contributions that the entity has committed as part of the proposal

CARB recommends the resolution allow for grant amendments without governing board approval.

In addition to the resolution, both CARB and the selected funding recipient must sign the grant agreement to execute it. The selected funding recipient will be required to sign the grant agreement with CARB to fulfill the administrative and technical duties associated with the project (see Appendix J, Draft Sample Grant Agreement). An executed grant agreement must be in place before work on the selected projects may begin.

Signed grant agreements and approved governing board resolutions must be returned to CARB no later than May 14, 2021. If grant agreements and approved governing board resolutions are not returned by the deadline, CARB, in its sole discretion, may deny the proposal and redirect funds to another submitted proposal to this solicitation or to another project in the Funding Plan, as needed.

CARB, in its sole discretion, may make changes to the proposed project milestones, work plan, or disbursement schedules in consultation with the Applicant, for inclusion in the grant agreement.

### III. GRANT AND BUDGET REVISIONS

Changes in the project budget, deliverables, or extension of the project schedule should be avoided where possible. CARB will work with the Grantee to determine where flexibility is possible within the grant agreement to allow for community engagement to continue informing project design throughout grant implementation and will assist the Grantee with formal amendments where needed.

In cases where changes may be allowed, they must be approved in advance and in writing by CARB and may require a grant amendment. Once a grant agreement is in place, changes to the work to be done or other project scope changes may be considered by CARB, if necessary, in consultation with the Grantee.

### IV. ADVANCE PAY

Consistent with the Legislature's direction to expeditiously disburse grants, CARB, in its sole discretion, may provide advance payments of grant awards to support project initiation and implementation, with a focus on mitigating the constraints of modest reserves and potential cash flow problems. Additional information on advance pay is in the Draft Sample Grant Agreement (Appendix J).

# ADMINISTRATION

## I. COST OF DEVELOPING PROPOSAL

The Applicant is responsible for the cost of developing a proposal, and this cost cannot be charged to the State. In addition, CARB is not liable for any costs incurred during environmental review or as a result of withdrawing a proposed award or of canceling the solicitation.

## II. ERRORS

If an Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the Applicant shall immediately notify CARB of such error in writing and request modification or clarification of the document before the Proposal Submittal Deadline. CARB shall not be responsible for failure to correct errors.

## III. IMMATERIAL DEFECT

CARB may waive any immaterial defect or deviation contained in an Applicant's proposal. CARB's waiver shall in no way modify the proposal or excuse the successful Applicant from full compliance.

## IV. DISPOSITION OF APPLICANT'S DOCUMENTS

On the date that the grant agreement is signed, all proposals and related material submitted in response to this solicitation become a part of the property of the State and public record.

## V. APPLICANT'S ADMONISHMENT

This solicitation contains the instructions governing the requirements for funding proposals to be submitted by interested Applicants, including the format in which the information is to be submitted, the material to be included, the requirements that must be met to be eligible for consideration, and Applicant responsibilities. Applicants must carefully read the entire solicitation, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, and make sure that all procedures and requirements of the solicitation are followed and appropriately addressed.

## VI. AGREEMENT REQUIREMENTS

The content of this solicitation and each grant recipient's proposal shall be incorporated by reference into the final grant agreement. See the Draft Sample Grant Agreement (Appendix J) terms and conditions included in this solicitation.

## VII. CARB RESERVES THE RIGHT TO NEGOTIATE WITH APPLICANTS

CARB reserves the right to negotiate with Applicants to modify the project scope, the level of funding, or both. If CARB is unable to successfully negotiate and execute a

grant agreement with an Applicant, CARB, at its sole discretion, reserves the right to withdraw the pending award and fund the next highest ranked eligible project. This does not limit CARB's ability to withdraw a proposed award for other reasons, including for no cause.

## VIII. NO AGREEMENT UNTIL SIGNED

No agreement between CARB and the successful Applicant is in effect until the agreement is signed by the grant recipient and by the authorized CARB representative. Costs are only subject to reimbursement by CARB after execution. No costs incurred prior to execution of the agreement are reimbursable using CARB funds.

## IX. NO MODIFICATIONS TO THE GENERAL PROVISIONS

Because time is of the essence, if an Applicant at any time, including after preliminary selection, attempts to negotiate or otherwise seek modification for the General Conditions (attached as Appendix J, Draft Sample Grant Agreement), CARB may reject a proposal or withdraw a proposed award. This does not alter or limit CARB's ability to withdraw a proposed award for other reasons, including failure of a third party agency to complete CEQA review, or for no cause.

## X. PAYMENT OF PREVAILING WAGES

All Applicants must read and pay particular attention to Appendix J, Draft Sample Grant Agreement Section 10.17 entitled "Prevailing wages and labor compliance." Prevailing wage rates can be significantly higher than non-prevailing wage rates.

Failure to pay legally-required prevailing wage rates can result in substantial damages and financial penalties, disruption of projects, and other complications including termination of the grant agreement.

## XI. SOLICITATION CANCELLATION AND AMENDMENTS

CARB reserves the right to do any of the following:

- Cancel this solicitation
- Revise the amount of funds available under this solicitation
- Amend this solicitation as needed
- Reject any or all proposals received in response to this solicitation

# Appendix A: Acronyms and Definitions

## I. ACRONYMS

Acronym	Term
AB	Assembly Bill
CALeVIP	California Electric Vehicle Infrastructure Project
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CVC	California Vehicle Code
CVRP	Clean Vehicle Rebate Project
EVSE	Electric Vehicle Supply Equipment
FY	Fiscal Year
GHG	Greenhouse Gas
HVIP	Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project
MOU	Memorandum of Understanding
SB	Senate Bill
STEP	Sustainable Transportation Equity Project

## II. DEFINITIONS

The terms below are defined for the purposes of the STEP solicitation.

**Active Transportation Strategy:** Includes projects such as bicycle, pedestrian, and complete streets infrastructure (e.g., crosswalks, sidewalks, bikeways).

**Adaptation:** The adjustment in natural or human systems to a new or changing environment. Adaptation to climate change refers to adjustment in natural or human systems in response to actual or expected changes in climatic stimuli or their effects, which moderates harm or exploits beneficial opportunities.<sup>1</sup>

**Affordable Housing:** Housing with costs of not more than 30 percent of the gross income of low-income households.<sup>2</sup>

**Applicants:** Includes both the Lead Applicant and Sub-applicants. Applicants include all of the entities responsible for implementing the projects within the proposal.

<sup>1</sup> <https://resources.ca.gov/CNRALegacyFiles/docs/climate/safeguarding/update2018/safeguarding-california-plan-2018-update.pdf>

<sup>2</sup> <https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/Income-Limits-2020.pdf>

**Clean Transportation Strategies:** Categories of projects that expand the clean transportation options available to residents, encourage mode shift away from single-occupancy vehicles toward clean transportation options, fill transportation gaps, or connect transportation modes (e.g., through first/last mile<sup>3</sup> connections). Clean Transportation Strategies include Active Transportation, Fixed-route Transit, and Shared Mobility.

**Community-based Organizations:** A nonprofit organization that is place-based, with an explicit geographic focus area that includes the STEP Community. The organization's staff members, volunteers, or board members should reside in the community where the project is located. The organization must have a demonstrated record of at least one full year providing transportation- or equity-related services in the STEP Community. To qualify as a Lead Applicant, a community-based organization must have tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501, be tax exempt under California State law, have at least one year of incorporation prior to proposal submittal, and be based in California or have at least one full-time staff person based in California.

**Community Development Strategy:** Includes infrastructure and policy projects that ready communities for adoption of clean vehicle technology and shared, zero-emission transportation modes while avoiding substantial burdens.

**Community Engagement:** The process of working collaboratively with a diverse group of stakeholders to address issues that affect their well-being. Community engagement involves multi-directional information sharing; building relationships, partnerships, and trust; and involving stakeholders in planning and decision-making with the goal of improving the outcomes of policies and programs. Community engagement starts in the project identification and design phase and continues throughout project implementation and operation. Community engagement should be iterative, consistently engaging residents on their use of the projects and services offered and adapting these projects and services based on community feedback.

**Community Partner:** A community group, community resident, health-based organization, small business, or other entity in the community that, while not responsible for implementing projects funded through STEP like Lead Applicants and Sub-applicants are, serves as a key stakeholder and representative of the STEP Community. Community Partners should have contributed to the development of the STEP proposal and should continue to participate in decision-making on all aspects of the STEP proposal throughout grant implementation.

**Community Resilience:** The ability of a community to mitigate harm and maintain an acceptable quality of life in the face of climate-induced stresses, which take different

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<sup>3</sup> The first and last portion of a trip, typically between the starting point or destination and a transit service that makes up the core of the trip

forms depending on that community's circumstances and location. Climate-induced stresses include direct and indirect impacts of climate change. An example of a direct impact of climate change is a higher number of extreme heat days. An example of an indirect impact is the increased cost of fire insurance for homes built in high-wildfire risk areas. Community resilience can include but is not limited to the physical and psychological health of the population, social and economic equity and well-being of the community, effective risk communication, integration of organizations (governmental and nongovernmental) in planning, response, and recovery, and social connectedness for resource exchange, cohesion, response, and recovery.<sup>1</sup>

**Disadvantaged Communities:** Areas that are disproportionately affected by multiple types of pollution and areas with vulnerable populations, identified as disadvantaged by the California Environmental Protection Agency per SB 535. These census tracts include the top 25 percent in CalEnviroScreen 3.0<sup>4</sup> along with other areas with high amounts of pollution and low populations.<sup>5</sup>

**Direct Grant Implementation Costs:** Direct costs associated with administrative activities related to implementation of the grant. Direct grant implementation costs may be covered by STEP funds or resource contributions.

**Elements:** Parts of each project that Applicants want STEP to fund. Identified by Applicants as a result of a community engagement process.

**End Users:** The STEP community residents who will ultimately be using and benefiting from funded clean transportation projects and services.

**Eligibility Thresholds:** The basic eligibility requirements that must be met for a proposal to be scored.

**Federally Recognized Tribes:** Federal recognition refers to acknowledgement by the federal government that a tribal government and tribal members constitute a tribe with a government-to-government relationship with the United States and acknowledgement of eligibility for the programs, services, and other relationships established for the United States for Indians, because of their status as Indians. Federally recognized tribes have the power to make and enforce laws on their lands and create governmental entities such as tribal courts. (25 U.S.C., § 83.2)<sup>6</sup>

**Fixed-route Transit Strategy:** Includes projects such as transit station improvements, transit right-of-way improvements (e.g., bus rapid transit lanes), transit operations improvements, transit passes, and improvements to increase accessibility of transit (e.g., network/fare integration, wayfinding, and signage).

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<sup>4</sup> <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>

<sup>5</sup> <https://oehha.ca.gov/calenviroscreen/sb535>

<sup>6</sup> <https://www.ncsl.org/research/state-tribal-institute/list-of-federal-and-state-recognized-tribes.aspx>



**Grant Term:** The time period defined by the Applicant in which all STEP funds must be expended and all project activities must be completed. The grant term may differ based on the grant or project type.

**Hard-to-reach Residents:** Residents whose interests, due to social, economic, and institutional barriers, have historically been under-represented.

**Indirect Grant Implementation Costs:** Costs associated with administrative activities that are not tied directly or solely to the project (must account for no more than 1 percent of the value of the funds requested from STEP). Identified indirect grant implementation costs are not eligible resource contributions.

**Land Use Strategy:** Includes policies, plans, and processes that encourage infill development, curb urban or suburban sprawl, and incentivize denser development in areas with high quality transportation options.

**Lead Applicant:** The entity that is responsible for leading the development of the proposal and implementation of the projects funded through STEP. The Lead Applicant should be the organization most focused on and connected to the STEP Community and will enter into a partnership with other entities for the purpose of applying for a STEP grant. The Lead Applicant will be the Grantee in the grant agreement with CARB.

**Local Governments:** Any non-State public agency, including but not limited to cities, counties, councils of governments, air districts, transit agencies, school districts, and joint powers authorities.

**Low-income Communities:** Census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development's list of State income limits adopted pursuant to Section 50093 of the California Health and Safety Code. Identified as low-income per AB 1550.<sup>7</sup>

**Low-income Household:** Households identified as low-income per AB 1550.<sup>7</sup>

**Micromobility Vehicles:** Includes, but is not limited to, standard bicycles, electric bicycles (Class 1 or Class 2 per California Assembly Bill 1096), electric scooters, electric mopeds, and recumbent and adaptive bicycles.

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<sup>7</sup> <https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>

**Mode Shift Strategy:** Includes incentives and dis-incentives that encourage mode shift away from single-occupancy, combustion vehicles and toward shared, zero-emission modes of transportation.

**Outreach:** Occurs during project identification and design to ensure that community residents have knowledge that will help them actively participate in decision-making processes. Also occurs during project implementation and operation to help educate end users on the new technology and services offered and to encourage the increased use of clean transportation options.

**Outreach and Education Strategy:** Includes projects that encourage residents to use shared, zero-emission modes of transportation. Also includes education of anyone who will be interacting with funded clean transportation and supporting projects as users or as staff.

**Partnership Structure:** A framework between the Lead Applicant, Sub-applicants, and Community Partners that outlines the relationships and decision-making structure between each of the entities contributing to the proposal. The Partnership Structure will guide implementation of the entire STEP grant.

**Planning and Community Engagement Strategy:** Includes co-developing plans and co-designing projects with community residents for the community's land use and transportation systems.

**Projects:** Vehicle, equipment, infrastructure, operations, planning, and capacity building projects that Applicants want STEP to fund. Identified by Applicants as a result of a community engagement process.

**Project Life:** Defined by the Applicant for each project based on project type. CARB provides default project life values for quantifiable project types in CARB Quantification Methodologies.<sup>8</sup>

**Proposal:** The collection of projects and supporting activities that make up the full STEP investment in a single community. A proposal must be submitted for either a Planning and Capacity Building Grant or an Implementation Grant. One proposal may not be used to apply for both grant types, though an Applicant may submit separate proposals to apply for both grant types.

**Proposal Components:** All items that must be submitted to CARB as part of the proposal in order for the proposal to be scored.

**Public Schools:** California Department of Education's definition of a public school<sup>9</sup>

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<sup>8</sup> [www.arb.ca.gov/cci-resources](http://www.arb.ca.gov/cci-resources)

<sup>9</sup> <https://www.cde.ca.gov/ds/si/ds/dos.asp>

**Resiliency:** The capacity of any entity – an individual, a community, an organization, or a natural system – to prepare for disruptions, to recover from shocks and stresses, and to adapt and grow from a disruptive experience.<sup>1</sup>

**Resource Contributions:** Assets contributed to funded projects to support their quality, breadth, and longevity throughout their lifetimes. Resource contributions may include cash, in-kind services, and leveraged funding from other public or private sources including other California Climate Investments programs. While resource contributions do not need to be monetary (i.e. cash match), Applicants are required to estimate the monetary value of all resource contributions. For resource contribution eligibility requirements, see Appendix G.

**Scoring Criteria:** The criteria used by the interagency review panel to score STEP proposals after determining that they meet all eligibility thresholds.

**Shared Mobility Strategy:** Includes projects such as zero-emission carshare, rideshare, vanpooling, carpooling, bikeshare, scooter share, ride-hailing, shuttles, and microtransit (on-demand transit) services. Shared mobility projects should be complementary to existing public transit service. Shared mobility projects could include new service, operations, or promotion of ridership or pooling through subsidies.

**Small Business:** Defined by the Department of General Services as a for-profit business that is independently owned, is not dominant in its field of operation, and meets specific employee size and/or revenue requirements.<sup>10</sup>

**STEP Community:** The community (defined by the Applicants and community residents during proposal development) that is the focus of and will benefit from the proposed projects. The STEP Community must be represented by a contiguous<sup>11</sup> geographic boundary and contain residents that all use the same community-defined transportation system.

**Strategies:** Categories of projects that Applicants may select in order to achieve their vision. Identified by Applicants as a result of a community engagement process.

**Sub-applicant:** An entity that enters into a Partnership Structure with the Lead Applicant for the purpose of applying for a STEP grant and that is responsible for implementing project or project elements funded through STEP. Should the Lead Applicant's proposal be selected for funding, the Sub-applicants will be Subgrantees in the grant agreement with CARB.

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<sup>10</sup> <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

<sup>11</sup> Next to or touching

**Supporting Strategies:** Categories of projects that support and enhance clean transportation projects that already exist in the STEP Community, prioritize clean transportation options over single-occupancy combustion vehicles, or lay the groundwork for successful implementation of STEP-funded transportation projects. Supporting Strategies include Community Development, Incentives, Land Use, Outreach and Education, and Planning and Community Engagement.

**Transportation Equity:** When a community's transportation system provides accessible, affordable, environmentally sustainable, reliable, and safe transportation options to all residents, in particular those that have been disproportionately impacted by pollution or lack access to services. Transportation equity is intrinsically linked to access to economic opportunities and occurs when community residents have the power to make decisions about their transportation systems.

**Tribal Governments:** All California Native American Tribes. Either a federally recognized California tribal government listed on the most recent notice of the Federal Register or a non-federally recognized California tribal government, including those listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission.<sup>12</sup>

**Vehicles:** Includes micromobility (see definition above) vehicles and automobiles (e.g., sedans, SUVs, vans, shuttles, transit buses). Vehicles that are eligible for STEP funding include zero-emission micromobility vehicles and zero-emission vehicles on the CVRP and HVIP eligible vehicle and vehicle conversion lists, including vehicle models that were removed due to CVRP policy changes effective December 3, 2019.

**Vision:** The Applicant and community-defined description of how the STEP proposal will meet STEP's objectives and address the community's needs.

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<sup>12</sup> <http://nahc.ca.gov/>

## STEP Implementation Grant Proposal Template INSTRUCTIONS tab

<b>INSTRUCTIONS:</b>	This proposal template should be used in conjunction with the STEP Implementation Grant Solicitation. The solicitation document outlines in detail the requirements and criteria for a STEP Implementation Grant proposal and the instructions that Applicants should follow to fill out each tab of this proposal template. The solicitation document can be found here: <a href="http://www.arb.ca.gov/msprog/aqip/solicitations.htm">http://www.arb.ca.gov/msprog/aqip/solicitations.htm</a>
<b>TECHNICAL ASSISTANCE:</b>	If you need help while developing your proposal, fill out the survey in the link below by 5:00 pm (Pacific Time) July 1, 2020. <a href="https://docs.google.com/forms/d/e/1FAIpQLSeZn9n-7gGU7ScAkaBjllPwReXRpkH6ohWUKut8DG4BzUN2tw/viewform">https://docs.google.com/forms/d/e/1FAIpQLSeZn9n-7gGU7ScAkaBjllPwReXRpkH6ohWUKut8DG4BzUN2tw/viewform</a>
<b>TIPS:</b>	When developing your answers to the questions in this template, type them into a Word document first. Copy + paste them into this Excel spreadsheet when they are final and ready to submit to CARB. Fill out all applicable white boxes. Blue boxes contain instructions. Gray boxes populate automatically based on your inputs in the white boxes. You may include attachments in response to any of the questions in this template. While CARB appreciates succinct responses, there may be situations where your responses need to be longer than the template allows or where your responses require formatting that is not supported by this template. Please include the file

INSTRUCTIONS		
1	AFTER THE PROPOSAL IS COMPLETE Complete, sign, and date the cover page of the proposal (see Appendix C, Section I). Write the file name in the box to the right.	<i>[File name]</i>
2	AFTER THE PROPOSAL IS COMPLETE Complete the Proposal Components and Eligibility Thresholds checklists (see Appendix C, Sections II and III) to ensure that all proposal components (sections of the proposal template and attachments) have been included and all eligibility thresholds have been met before submitting to CARB. If you answer "No" to any of the items in the checklist, go back and complete those items before submitting the proposal to CARB. Submit the final completed checklist to CARB with the rest of the proposal. Write the file name in the box to the right.	<i>[File name]</i>

# STEP Implementation Grant Proposal Template

## GRANT FRAMEWORK tab

Proposal name	<i>[Enter the name of your proposal]</i>
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INSTRUCTIONS	RESPONSES
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VISION		
1	Describe the vision for the STEP Community	
2	Describe how residents and other key stakeholders were involved in the development of the vision statement identified above.	

PROJECTS AND STRATEGIES				
		Project name (in order of priority for funding)	Associated strategy	Describe how residents and other key stakeholders were involved in the identification of each strategy and project.
3, 4, 5	Project #1			
	Project #2			
	Project #3			
	Project #4			
	Project #5			
	Project #6			
	Project #7			
	Project #8			
	Project #9			
	Project #10			
6	Provide a summary of the proposal that includes a brief description of all proposed STEP-funded projects. Summaries from all Applicants will be posted publicly on CARB's website.			

**STEP Implementation Grant Proposal Template**  
*APPLICANTS tab*

APPLICANTS	1	1	2	3	4	9	10
	Name of entity	Type of entity	Roles and responsibilities	Letter of support (attachment)	Statement of qualifications	Organizational readiness to conduct equity work	Conflict of interest declaration
Lead Applicant				[File name]			
	5	5	6	7	8	9	10
	Name of entity	Type of entity	Roles and responsibilities	Letter of support (attachment)	Statement of qualifications	Organizational readiness to conduct equity work	Conflict of interest declaration
Sub-applicant #1				[File name]			
Sub-applicant #2				[File name]			
Sub-applicant #3				[File name]			
Sub-applicant #4				[File name]			
Sub-applicant #5				[File name]			
Sub-applicant #6				[File name]			
Sub-applicant #7				[File name]			
Sub-applicant #8				[File name]			
Sub-applicant #9				[File name]			
Sub-applicant #10				[File name]			

COMMUNITY PARTNERS	11	11	12	13
	Name of entity	Type of entity	Roles and responsibilities	Letter of support (attachment)
Community Partner #1				[File name]
Community Partner #2				[File name]
Community Partner #3				[File name]
Community Partner #4				[File name]
Community Partner #5				[File name]
Community Partner #6				[File name]
Community Partner #7				[File name]
Community Partner #8				[File name]
Community Partner #9				[File name]
Community Partner #10				[File name]



**STEP Implementation Grant Proposal Template**  
*PARTNERSHIP STRUCTURE tab*

INSTRUCTIONS		RESPONSES
<b>ROLES AND RESPONSIBILITIES</b>		
14	Describe how the Lead Applicant's and Sub-applicants' roles and responsibilities (identified in the APPLICANTS tab) complement each other.	
<b>GOVERNANCE AND DECISION-MAKING</b>		
15	Describe the governance and decision-making structure of the partnership. Include the process for handling disputes and the process for changing, adding, or removing partners.	
16	Describe how the governance and decision-making structure centers the voices of Community Partners and other community residents and key stakeholders.	
17	Describe the role of online or in-person public meetings in the governance and decision-making structure. Include the frequency of meetings, the minimum number of public meetings that will be held, and how meeting agendas and notes will be posted for public access.	
18	Describe how Applicants will report back to and seek feedback from the community about how input is being incorporated into project development and implementation.	
<b>LEGAL STRUCTURE</b>		
19	Describe the legal structure of the partnership. Include who is contracting with whom and confirmation that the Lead Applicant will assume liability for the proposed projects if selected.	
<b>FINANCIAL STRUCTURE</b>		
20	Describe the financial structure of the partnership. Include the process the Lead Applicant will use to pay Sub-applicants and Community Partners and the subcontractor procurement process, if applicable.	
<b>EQUITY</b>		
21	Describe how the partnership structure accounts for potential inequities between partners.	

**STEP Implementation Grant Proposal Template**  
**PROPOSAL THRESHOLDS & CRITERIA tab**

INSTRUCTIONS	RESPONSES
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STEP COMMUNITY		
<b>1</b> <b>(attachment)</b>	Submit a map shapefile that identifies the STEP Community boundary, tentative project locations, and benefiting disadvantaged community census tracts. Write the file name in the box to the right.	<i>[File name]</i>
<b>2</b>	Describe the residents of the STEP Community, including demographics such as gender, race/ethnicity, age, income level, languages spoken, vehicle ownership, travel patterns to key destinations, and transportation mode share. Focus on demographics that are relevant to the community vision and identified projects.	
<b>3</b>	Describe the clean transportation options that are currently available or soon to be available to community residents, in particular those in disadvantaged community census tracts. Describe the quality (e.g., frequency, affordability, reliability) of these clean transportation options.	
<b>4</b>	For any project that is not located in the STEP Community, explain how the project is connected to and serves the STEP Community.	

EXISTING PROJECTS AND PLANS		
<b>5</b> <b>(attachment)</b>	Submit at least one letter from the city, county, or tribal government’s Planning Department, Community Development Department, Environmental Director, or other similar department or body that has land use and housing authority. The letter must demonstrate how the proposed projects are aligned with the strategies, policies, and priorities identified in existing local and regional plans or that explains why the proposed strategies, policies, and plans in existing local and regional plans do not reflect the community’s needs or priorities. If no local or regional plans exist, explain why. Write the file name in the box to the right.	<i>[File name]</i>
<b>6</b>	Describe how proposed projects support and are supported by existing projects that are the types of projects that are eligible for STEP funding and the types of projects that are ineligible for STEP funding but are encouraged (lists in Appendix E). If the proposed STEP-funded projects do not connect to any existing transportation or land use projects, explain why.	

WORKFORCE DEVELOPMENT		
<b>7</b>	Describe how the proposed projects will contribute to workforce development in the climate and clean transportation sectors, including how the projects will partner with workforce development and training programs with career pathways or provide economic opportunities through high-quality jobs for residents of the STEP Community. If not applicable, explain why.	

DISPLACEMENT AND HOUSING		
<b>8</b>	Describe the displacement vulnerabilities that currently exist in low-income households and small businesses within the STEP Community.	
<b>9</b>	Describe the existing policies and plans that address displacement avoidance. If not applicable, explain why.	

10	Describe any policies, programs, or coordination with existing policies or programs that are proposed to be funded through STEP to avoid the displacement of existing low-income households and small businesses within the STEP Community to counter displacement that may occur due to STEP-funded projects. If not applicable, explain why.	
11	Describe how the proposed projects will advance local land use and housing goals as identified in the applicable Regional Transportation Plan, Sustainable Communities Strategy (where applicable), Regional Housing Needs Allocation (RHNA), local Housing Element implementation, or other local plans such as general plans or specific plans. If not applicable, explain why.	
12	Describe how local land use policies, plans, or processes will support the use and benefits of the proposed projects over their lifetime. Describe how the policy, plan, or process promotes the development of affordable housing within a half-mile of a transit station, transit stop, or access to an active transportation facility that will be improved by the proposed projects. If not applicable, explain why.	

**STEP Implementation Grant Proposal Template**  
**PROJECT #1 THRESHOLDS & CRITERIA tab**

INSTRUCTIONS		RESPONSES
<b>PROJECT SCOPE</b>		
	Project Name	0
1	Lead Implementer	
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	
3 (attachment)	Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.  <i>[File name]</i>	
4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.	
<b>TRANSPORTATION EQUITY</b>		
5	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.	
6	Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.	
<b>COMMUNITY INCLUSION</b>		
7	Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.	
8	Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.	
9	Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.	
10	Identify any hard-to-reach residents.	
11	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.	
12	Describe how the planned community engagement activities will be evaluated for success and updated accordingly.	
13	Identify the expected end users.	
14	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.	

15	Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	
16	Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	
17	Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy Commission funding opportunities.	

**DATA TRACKING AND REPORTING**

18	Identify the Applicant(s) who will lead data tracking and reporting.	
19	Describe the plan for tracking and collecting project-related data to report to CARB.	
20 (attachment)	Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right. <small>[File name]</small>	

**CLIMATE ADAPTATION AND RESILIENCY**

21	Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.	
22	Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.	

**LONGEVITY AND LESSONS LEARNED**

23	Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.	
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.	

**STEP Implementation Grant Proposal Template**  
**PROJECT #2 THRESHOLDS & CRITERIA tab**

INSTRUCTIONS		RESPONSES
<b>PROJECT SCOPE</b>		
	Project Name	0
1	Lead Implementer	
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	
3 (attachment)	Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	[File name]
4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.	
<b>TRANSPORTATION EQUITY</b>		
5	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.	
6	Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.	
<b>COMMUNITY INCLUSION</b>		
7	Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.	
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14	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.	

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17	Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy Commission funding opportunities.	

**DATA TRACKING AND REPORTING**

18	Identify the Applicant(s) who will lead data tracking and reporting.	
19	Describe the plan for tracking and collecting project-related data to report to CARB.	
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**CLIMATE ADAPTATION AND RESILIENCY**

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**LONGEVITY AND LESSONS LEARNED**

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**STEP Implementation Grant Proposal Template**  
**PROJECT #3 THRESHOLDS & CRITERIA tab**

INSTRUCTIONS		RESPONSES
<b>PROJECT SCOPE</b>		
	Project Name	0
1	Lead Implementer	
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	
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4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.	
<b>TRANSPORTATION EQUITY</b>		
5	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.	
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<b>COMMUNITY INCLUSION</b>		
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11	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.	
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14	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.	



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**DATA TRACKING AND REPORTING**

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19	Describe the plan for tracking and collecting project-related data to report to CARB.	
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**CLIMATE ADAPTATION AND RESILIENCY**

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**LONGEVITY AND LESSONS LEARNED**

23	Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.	
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.	

**STEP Implementation Grant Proposal Template**  
**PROJECT #4 THRESHOLDS & CRITERIA tab**

INSTRUCTIONS		RESPONSES
<b>PROJECT SCOPE</b>		
	Project Name	0
1	Lead Implementer	
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	
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<b>TRANSPORTATION EQUITY</b>		
5	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.	
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<b>COMMUNITY INCLUSION</b>		
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17	Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy Commission funding opportunities.	

**DATA TRACKING AND REPORTING**

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**CLIMATE ADAPTATION AND RESILIENCY**

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**LONGEVITY AND LESSONS LEARNED**

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**STEP Implementation Grant Proposal Template**  
**PROJECT #5 THRESHOLDS & CRITERIA tab**

INSTRUCTIONS		RESPONSES
<b>PROJECT SCOPE</b>		
	Project Name	0
1	Lead Implementer	
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	
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<b>TRANSPORTATION EQUITY</b>		
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**DATA TRACKING AND REPORTING**

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**CLIMATE ADAPTATION AND RESILIENCY**

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**LONGEVITY AND LESSONS LEARNED**

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**STEP Implementation Grant Proposal Template**  
**PROJECT #6 THRESHOLDS & CRITERIA tab**

INSTRUCTIONS		RESPONSES
<b>PROJECT SCOPE</b>		
	Project Name	0
1	Lead Implementer	
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<b>TRANSPORTATION EQUITY</b>		
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**DATA TRACKING AND REPORTING**

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**CLIMATE ADAPTATION AND RESILIENCY**

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**LONGEVITY AND LESSONS LEARNED**

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**STEP Implementation Grant Proposal Template**  
**PROJECT #7 THRESHOLDS & CRITERIA tab**

INSTRUCTIONS		RESPONSES
<b>PROJECT SCOPE</b>		
	Project Name	0
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**CLIMATE ADAPTATION AND RESILIENCY**

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**LONGEVITY AND LESSONS LEARNED**

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**STEP Implementation Grant Proposal Template**  
**PROJECT #8 THRESHOLDS & CRITERIA tab**

INSTRUCTIONS		RESPONSES
<b>PROJECT SCOPE</b>		
	Project Name	0
1	Lead Implementer	
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**CLIMATE ADAPTATION AND RESILIENCY**

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22	Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.	

**LONGEVITY AND LESSONS LEARNED**

23	Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.	
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.	

**STEP Implementation Grant Proposal Template**  
**PROJECT #9 THRESHOLDS & CRITERIA tab**

INSTRUCTIONS		RESPONSES
<b>PROJECT SCOPE</b>		
	Project Name	0
1	Lead Implementer	
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	
3 (attachment)	Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.  <i>[File name]</i>	
4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.	
<b>TRANSPORTATION EQUITY</b>		
5	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.	
6	Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.	
<b>COMMUNITY INCLUSION</b>		
7	Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.	
8	Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.	
9	Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.	
10	Identify any hard-to-reach residents.	
11	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.	
12	Describe how the planned community engagement activities will be evaluated for success and updated accordingly.	
13	Identify the expected end users.	
14	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.	

15	Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	
16	Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	
17	Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy Commission funding opportunities.	

**DATA TRACKING AND REPORTING**

18	Identify the Applicant(s) who will lead data tracking and reporting.	
19	Describe the plan for tracking and collecting project-related data to report to CARB.	
20 (attachment)	Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right. <i>[File name]</i>	

**CLIMATE ADAPTATION AND RESILIENCY**

21	Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.	
22	Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.	

**LONGEVITY AND LESSONS LEARNED**

23	Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.	
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.	

**STEP Implementation Grant Proposal Template**  
**PROJECT #10 THRESHOLDS & CRITERIA tab**

INSTRUCTIONS		RESPONSES
<b>PROJECT SCOPE</b>		
	Project Name	0
1	Lead Implementer	
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	
3 (attachment)	Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.  <i>[File name]</i>	
4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.	
<b>TRANSPORTATION EQUITY</b>		
5	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.	
6	Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.	
<b>COMMUNITY INCLUSION</b>		
7	Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.	
8	Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.	
9	Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.	
10	Identify any hard-to-reach residents.	
11	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.	
12	Describe how the planned community engagement activities will be evaluated for success and updated accordingly.	
13	Identify the expected end users.	
14	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.	

15	Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	
16	Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	
17	Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy Commission funding opportunities.	

**DATA TRACKING AND REPORTING**

18	Identify the Applicant(s) who will lead data tracking and reporting.	
19	Describe the plan for tracking and collecting project-related data to report to CARB.	
20 (attachment)	Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right. <i>[File name]</i>	

**CLIMATE ADAPTATION AND RESILIENCY**

21	Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.	
22	Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.	

**LONGEVITY AND LESSONS LEARNED**

23	Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.	
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.	

**STEP Implementation Grant Proposal Template**  
**PROPOSAL IMPLEMENTATION PLAN tab**

INSTRUCTIONS

RESPONSES

CALCULATIONS

PROPOSAL BUDGET			
1	Input cost information and associated notes in the BUDGET tab.		
2	Total proposal budget	\$ -	
3	Total funds requested from STEP	\$ -	
4	Total cost of the Clean Transportation Strategies (must be at least 50 percent of the total proposal budget)	\$ -	#DIV/0!
5	Total cost of the projects located within the boundaries of the disadvantaged community census tracts in the STEP Community (must be at least 50 percent of the total proposal budget)	\$ -	#DIV/0!
6	Funds for data tracking and reporting (must be at least 2 percent of the total proposal budget)	\$ -	#DIV/0!
7	Grant implementation funds requested (must be no more than 5 percent of the funds requested from STEP)	\$ -	#DIV/0!
8	Indirect grant implementation funds requested (must be no more than 1 percent of the funds requested from STEP)	\$ -	#DIV/0!
9	Total resource contribution (must be at least 20 percent of the value of the funds requested from STEP)	\$ -	#DIV/0!
10 (attachment)	Write the file names of all resource contribution documentation in the box to the right.	[File name]	

PROPOSAL TIMELINE	
11	Fill out the TIMELINE tab.



**STEP Implementation Grant Proposal Template**  
**BUDGET tab**

		Hourly rate	Hours	Request for STEP funds	Resource contribution	Total	Notes
<b>GRANT IMPLEMENTATION</b>							
<b>Direct Labor plus Expenses</b>							
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
<b>Direct Costs (non-labor)</b>							
	Travel costs	N/A	N/A	\$ -	\$ -	\$ -	
	Equipment and supplies	N/A	N/A	\$ -	\$ -	\$ -	
	Other direct costs	N/A	N/A	\$ -	\$ -	\$ -	
<b>Indirect Costs (non-labor)</b>							
	Indirect costs	N/A	N/A	\$ -	N/A	\$ -	
<b>Grant Implementation Costs</b>							
				\$ -	\$ -	\$ -	
<b>PROJECT #1</b>							
		0					
<b>Direct Labor</b>							
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
<b>Direct Costs</b>							
	Travel/supplies	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project Costs</b>							
	Task 1.1 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 1.2 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 1.3 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 1.4 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	[Etc.] [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project #1 Costs</b>							
				\$ -	\$ -	\$ -	
<b>PROJECT #2</b>							
		0					
<b>Direct Labor</b>							
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
<b>Direct Costs</b>							
	Travel/supplies	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project Costs</b>							
	Task 2.1 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 2.2 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 2.3 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 2.4 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	[Etc.] [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project #2 Costs</b>							
				\$ -	\$ -	\$ -	
<b>PROJECT #3</b>							
		0					
<b>Direct Labor</b>							
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
<b>Direct Costs</b>							
	Travel/supplies	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project Costs</b>							
	Task 3.1 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 3.2 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 3.3 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 3.4 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	[Etc.] [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project #3 Costs</b>							
				\$ -	\$ -	\$ -	
<b>PROJECT #4</b>							
		0					
<b>Direct Labor</b>							
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
<b>Direct Costs</b>							
	Travel/supplies	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project Costs</b>							
	Task 4.1 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 4.2 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 4.3 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 4.4 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	[Etc.] [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project #4 Costs</b>							
				\$ -	\$ -	\$ -	
<b>PROJECT #5</b>							
		0					
<b>Direct Labor</b>							
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
<b>Direct Costs</b>							
	Travel/supplies	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project Costs</b>							
	Task 5.1 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 5.2 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 5.3 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	Task 5.4 [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	[Etc.] [Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project #5 Costs</b>							
				\$ -	\$ -	\$ -	
<b>PROJECT #6</b>							
		0					
<b>Direct Labor</b>							
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	

	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
<b>Direct Costs</b>	Travel/supplies	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project Costs</b>							
Task 6.1	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 6.2	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 6.3	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 6.4	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
[Etc.]	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project #6 Costs</b>				\$ -	\$ -	\$ -	
<b>PROJECT #7</b>	0						
<b>Direct Labor</b>							
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
<b>Direct Costs</b>	Travel/supplies	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project Costs</b>							
Task 7.1	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 7.2	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 7.3	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 7.4	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
[Etc.]	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project #7 Costs</b>				\$ -	\$ -	\$ -	
<b>PROJECT #8</b>	0						
<b>Direct Labor</b>							
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
<b>Direct Costs</b>	Travel/supplies	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project Costs</b>							
Task 8.1	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 8.2	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 8.3	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 8.4	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
[Etc.]	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project #8 Costs</b>				\$ -	\$ -	\$ -	
<b>PROJECT #9</b>	0						
<b>Direct Labor</b>							
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
<b>Direct Costs</b>	Travel/supplies	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project Costs</b>							
Task 9.1	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 9.2	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 9.3	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 9.4	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
[Etc.]	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project #9 Costs</b>				\$ -	\$ -	\$ -	
<b>PROJECT #10</b>	0						
<b>Direct Labor</b>							
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
	[Enter position/classification here]	\$ -		\$ -	\$ -	\$ -	
<b>Direct Costs</b>	Travel/supplies	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project Costs</b>							
Task 10.1	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 10.2	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 10.3	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 10.4	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
[Etc.]	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
<b>Project #10 Costs</b>				\$ -	\$ -	\$ -	
<b>Total Costs</b>	[Enter the name of your proposal]			<b>Total Request for STEP Funds</b>	<b>Total Resource Contribution</b>	<b>Total Proposal Budget</b>	
				\$ -	\$ -	\$ -	



**STEP IMPLEMENTATION GRANT SOLICITATION-APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS**

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STEP Implementation Grant Solicitation

**APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS**

Submit this completed appendix to CARB alongside the proposal template in Appendix B and other requested attachments.

Please print clearly or type all information in this proposal.

**I. PROPOSAL COVER PAGE**

Project:	
Lead Applicant Entity Name:	
Business Type:	
Contact Name and Title:	
Person with Contract Signing Authority/Air Pollution Control Officer (APCO):	
Mailing Address:	
City:	State:
Zip Code:	Telephone Number:
Email Address:	Fax Number:
<input type="checkbox"/> I have read and understood the terms and conditions of the Sample Grant Agreement.	
<input type="checkbox"/> I have read and understood the draft Grantee scope of work in the Sample Grant Agreement (Section F. Duties and Requirements).	
<input type="checkbox"/> I have read, understood, and submitted all proposal components listed in Table C-1 of this appendix.	
<input type="checkbox"/> I have read, understood, and complied with all eligibility thresholds listed in Table C-2 of this appendix.	

I hereby certify under penalty of perjury that all information provided in this proposal and any attachments are true and correct.

Printed Name of Responsible Party or APCO	Title:
Signature of Responsible Party or APCO:	Date:

**STEP IMPLEMENTATION GRANT SOLICITATION-APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS**

**THIRD PARTY CERTIFICATION (if applicable)**

I have completed the proposal, in whole or in part, on behalf of the Applicant.

Printed Name of Third Party:	Title:
Signature of Third Party:	Date:
Amount Being Paid for Application Completion:	Source of Funding to Third Party:

**II. PROPOSAL COMPONENTS**

Proposal components are all the parts of the proposal that must be submitted to CARB in order for the proposal to be scored. Applicants must submit a proposal using the Proposal Template in Appendix B.

Applicants must use this checklist to ensure that all proposal components are included prior to submitting the proposal and submit a completed and signed checklist as part of the proposal cover page (see above).

**Table C-1: Proposal Components Checklist**

Proposal Component	Submission Format	Yes/No
Cover page (this appendix)	Proposal Template	
<i>Grant Framework</i>	<i>Instructions</i>	<i>Yes/No</i>
Vision statement	Proposal Template	
Strategies identified	Proposal Template	
Projects identified	Proposal Template	
Project summary for public posting	Proposal Template	
<i>Applicants and Partnership Structure</i>	<i>Submission Format</i>	<i>Yes/No</i>
Lead Applicant and Sub-applicant identification, qualifications, and letters of support	Proposal Template and Attachments	
Conflict of interest declaration	Attachments	
Community Partner identification and letters of support	Proposal Template and Attachments	
Partnership Structure	Proposal Template	

**STEP IMPLEMENTATION GRANT SOLICITATION-APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS**

<i>Proposal Thresholds and Criteria</i>	<i>Instructions</i>	<i>Yes/No</i>
STEP Community map	Attachments	
STEP Community description	Proposal Template	
Consistency with existing plans letter(s) of support	Attachments	
Connections to existing projects component	Proposal Template	
Workforce development component	Proposal Template	
Displacement avoidance component	Proposal Template	
Affordable housing and land use component	Proposal Template	
<i>Project-specific Thresholds and Criteria</i>	<i>Instructions</i>	<i>Yes/No</i>
Project scope	Proposal Template	
Readiness documentation (Appendix E)	Proposal Template and Attachments	
Transportation equity component	Proposal Template	
Community-identified transportation needs component	Proposal Template	
Community engagement component	Proposal Template	
Outreach and education component	Proposal Template	
Data tracking and reporting component	Proposal Template	
Benefits Calculator and supporting documentation (Appendix I)	Attachment	
Climate adaptation and resiliency component	Proposal Template	
Longevity and lessons learned component	Proposal Template	
<i>Proposal Implementation Plan</i>	<i>Instructions</i>	<i>Yes/No</i>
Proposal budget	Proposal Template	
Resource contribution documentation (if applicable)	Attachments	

**STEP IMPLEMENTATION GRANT SOLICITATION-APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS**

Proposal timeline	Proposal Template	
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**III. ELIGIBILITY THRESHOLDS**

Eligibility thresholds are the basic eligibility requirements that must be met for the proposal to be scored.

CARB staff will use the checklist below to determine if a proposal meets STEP’s eligibility thresholds. If a proposal does not meet all eligibility thresholds, the Lead Applicant will be notified by CARB within four business days after the solicitation deadline and will have two business days to submit proof that missing eligibility thresholds have been met. Updates to eligibility thresholds during this time should not result in substantial changes to proposals. Eligibility thresholds will be evaluated at CARB’s sole discretion. After that deadline, proposals that do not meet all eligibility thresholds will not proceed to the next step of the review process.

Applicants must use this checklist to ensure that all eligibility thresholds are met prior to submitting the proposal.

**Table C-2: Eligibility Thresholds Checklist**

General Completeness	Yes/No
Proposal includes all proposal components.	
Proposal does not extend beyond the maximum grant term.	

Grant Framework	Yes/No
<i>Strategies Identified</i>	
At least one Clean Transportation Strategy and at least one Supporting Strategy are selected, with at least one distinct project under each strategy.	
<i>Projects Identified</i>	
Projects identified are eligible (on the list of eligible projects or are eligible based on CARB’s discretion, not on the list of ineligible projects)	

Applicants And Partnership Structure	Yes/No
<i>Lead Applicant and Sub-Applicant Identification, Qualifications, and Letters of Support</i>	
Lead Applicant is an eligible organization.	
If the Lead Applicant is not a federally recognized tribe, at least one of the Applicants is a local government.	
If the Lead Applicant is not a federally recognized tribe, at least one of the Applicants is a community-based organization.	

**STEP IMPLEMENTATION GRANT SOLICITATION-APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS**

Applicants And Partnership Structure	Yes/No
All Applicants have submitted letters of support.	
<i>Community Partner Identification and Letters of Support</i>	
All Community Partners have submitted letters of support.	
<i>Partnership Structure</i>	
Partnership Structure includes information about the governance, legal, and financial considerations of the partnership structure.	
Partnership Structure includes a process for transparent decision-making that involves Community Partners and other residents.	

Proposal Thresholds and Criteria	Yes/No
<i>STEP Community Map</i>	
Map identifies the STEP Community boundary, the tentative location of each project, and the disadvantaged community or low-income community census tracts within the STEP Community.	
At least 50 percent of the geographic area of the STEP Community is disadvantaged or low-income community census tracts.	
<i>STEP Community Description</i>	
Any project not located in the STEP Community is connected to and serves the STEP Community.	
<i>Consistency with Existing Plans Letter(s) of Support</i>	
Letter from the city, county, or tribal government’s Planning Department, Community Development Department, Environmental Director, or other similar entity that has land use authority describes how the proposed project is aligned with the strategies, policies, and priorities identified in existing local and regional plans or that explains why the proposed strategies, policies, and plans in existing local and regional plans do not reflect the community’s needs and priorities. If no local or regional plans exist, the letter explains why.	

Project-specific Thresholds and Criteria	Yes/No
<i>Project Scopes</i>	
Proposal identifies a Lead Implementer for each proposed project.	
<i>Readiness Documentation</i>	



**STEP IMPLEMENTATION GRANT SOLICITATION-APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS**

Project-specific Thresholds and Criteria	Yes/No
Readiness documentation demonstrates that CEQA has or will have been met at the time of grant execution.	
Readiness documentation shows that non-CEQA readiness requirements (e.g., site control, permits) have or will have been met within six months after grant execution.	
<i>Community-identified Transportation Needs Component</i>	
Each project is tied to a community-identified transportation need.	
<i>Benefits Calculator and Supporting Documentation</i>	
Sum of estimated GHG emission reductions from quantifiable projects is positive (i.e., shows a net emission reduction).	

Proposal Implementation Plan	Yes/No
<i>Proposal Budget</i>	
At least 50 percent of the total proposal budget funds projects that are counted toward the proposal's Clean Transportation Strategies.	
At least 50 percent of the total proposal budget funds projects located within the boundaries of the disadvantaged community census tracts that are located within the STEP Community.	
At least 2 percent of the total proposal budget funds data tracking and reporting.	
The total grant implementation funds requested account for no more than 5 percent of the total funds requested from STEP.	
Indirect grant implementation costs account for no more than 1 percent of the total proposal budget.	
Resource contribution is valued at minimum at 20 percent of the value of the funds requested from STEP in the proposal.	
<i>Resource Contribution Documentation</i>	
Proposal includes supporting documentation for all identified resource contributions.	

## APPENDIX D: SCORING CRITERIA

Scoring criteria are the criteria used by the evaluation panel to score STEP proposals after determining that they meet the eligibility thresholds.

If a proposal meets all **eligibility thresholds**,<sup>1</sup> CARB staff and an evaluation panel will evaluate the proposal. Each proposal that is scored will receive a single score out of 100 points.

**Table D-1: General Scoring Criteria**

Category	Maximum Points
Grant Framework	19
Applicants and Partnership Structure	17
Proposal Thresholds and Criteria	16
Project-specific Thresholds and Criteria	44
Proposal Implementation Plan	4
<b>Total Proposal</b>	<b>100</b>
Extra points	4

A review panel will evaluate each scoring criterion using the scoring scale below for all criteria except Number of strategies selected, Total GHG emission reductions, and GHG emission reduction cost-effectiveness. These criteria will be evaluated on a sliding scale compared across all scored proposals. For these criteria, all scored proposals will be compared to one another. The proposals with the highest values will receive the highest number of points for each criterion and the proposals with the lowest values will receive the lowest number of points for each criterion.

**Table D-2: Scoring Scale**

Possible Percent of Maximum Points	Interpretation	Explanation for Percentage of Points
0%	Not Responsive	Response does not include or fails to address the criterion.
1-24%	Minimally Responsive	Response minimally addresses the criterion. Any omissions, flaws, or defects are significant and unacceptable.
25-49%	Inadequate	Response addresses the criterion, but there are one or more omissions, flaws, or defects OR the criterion is addressed in such a limited way that the reviewer has a low degree of confidence in the proposal.
50-69%	Adequate	Response adequately addresses the criterion. Any omissions, flaws, or defects are minimally

<sup>1</sup> See definition in Appendix A.

Possible Percent of Maximum Points	Interpretation	Explanation for Percentage of Points
		consequential.
70-89%	Good	Response fully addresses the criterion in a way that gives the reviewer a good degree of confidence in the proposal. Any omissions, flaws, or defects are minimal and inconsequential.
90-100%	Excellent	Response fully addresses the criterion in a way that gives the reviewer a high degree of confidence in the proposal. The response exceeds expectations by providing one or more creative or innovative approaches or solutions.

CARB staff and the interagency review panel will evaluate each proposal that meets all eligibility thresholds using the specific scoring criteria below.

**Table D-3: Scoring Criteria Breakdown**

Grant Framework	Maximum Points (19)
<i>Vision statement</i>	
Vision for the community aligns with STEP objectives and articulates how the proposed projects will help address the transportation needs of the community.	3
Residents and other key stakeholders were involved in the development of the vision statement using recommended, context-specific methods of community engagement from the Community Inclusion Guidance.	1
<i>Strategies identified</i>	
Number of strategies selected. Sliding scale based on all proposals scored.	3
<i>Projects identified</i>	
Proposed projects are integrated and connected with each other in a manner that maximizes the ability to address community residents' transportation needs.	3
Proposed projects prioritize increasing accessibility to key destinations for community residents with diverse transportation needs.	3
Proposed projects employ innovative solutions or work together in innovative ways to address community residents' transportation needs.	3
Residents and other key stakeholders were involved in the identification of the proposed projects using recommended, context-specific methods of community engagement from the Community Inclusion Guidance.	3

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Applicants and Partnership Structure	Maximum Points (17)
<i>Lead Applicant and Sub-applicant identification, qualifications, and letters of support</i>	
Lead Applicant has the organizational capacity and ability to implement the STEP proposal through relevant expertise, experience, and skill sets (e.g., has experience managing pilot projects, implementing grants, working with community residents).	3
Sub-applicants have the organizational capacity and ability to support the Lead Applicant to implement the STEP proposal for their identified role through relevant expertise, experience, and skill sets.	4
Applicants have the organizational readiness to conduct equity work.	2
<i>Partnership Structure</i>	
Lead Applicant and Sub-applicants have the capacity to equitably work together to implement a complex grant. This may include past work history, a commitment to regular communication, etc.	2
Partnership Structure includes a diverse group of other key stakeholders that represent the community (e.g., community-based organizations, local governments, transit agencies, nonprofits, regional agencies, health-based organizations, small businesses)	2
Partnership Structure includes a meaningful process to involve Community Partners and other residents in the decision-making process for each proposed project. In this way, community engagement is tied to a governance structure that will help community ideas and concerns shape project design and implementation.	4

Proposal Thresholds and Criteria	Maximum Points (16)
<i>Connections to existing projects component</i>	
Proposed projects complement existing clean transportation services and modes available. Proposed projects complement other existing, encouraged transportation, housing, and clean energy projects.	2
<i>Workforce development component</i>	
Proposed projects will contribute to workforce development in the climate and clean transportation sectors (e.g., partnering with workforce development and training programs with career pathways, providing economic opportunities through high-quality jobs) with a focus on STEP Community residents that live in disadvantaged and low-income community residents and that face barriers to employment.	6

<b>Proposal Thresholds and Criteria</b>	<b>Maximum Points (16)</b>
<i>Displacement avoidance component</i>	
Displacement vulnerability among low-income households and small businesses and existing policies and plans that address displacement avoidance within the STEP Community are identified.	1
Proposal will implement new policies and programs or coordinate with existing policies and programs to avoid the displacement of low-income households and small businesses within the STEP Community to counter any displacement that may occur due to STEP-funded projects.	4
<i>Affordable housing and land use component</i>	
Proposed projects complement the local jurisdiction's transportation, land use, and housing goals in a manner that supports affordable and transit-oriented housing. The local jurisdiction's land use policies, plans, and processes support the use and benefits of the proposed projects.	3

<b>Project-specific Thresholds and Criteria</b>	<b>Maximum Points (44)</b>
<i>Project scopes</i>	
Project scopes are feasible and identify all deliverables needed to achieve objectives.	2
Applicants have all necessary preparations completed (e.g., site control, permits) and all necessary partners on board in order to implement the proposed projects.	2
<i>Transportation equity component</i>	
Proposed projects consider the needs of the different groups of residents within the STEP Community. Projects address the different facets of transportation equity (including accessibility, affordability, safety, reliability, and environmental sustainability) as they are defined by community residents.	4
Proposed projects maximize benefits to the disadvantaged community census tracts within the STEP Community.	2
<i>Community-identified transportation needs component</i>	
Residents and other key stakeholders were involved in the identification of the community's transportation needs using recommended, context-specific methods of community engagement from the Community Inclusion Guidance.	2
Each project addresses at least one community-identified transportation need. Projects have been designed to meet the identified transportation needs. This includes, but is not limited to, appropriate scope, scale, elements, etc.	3
<i>Community engagement component</i>	
Proposal incorporates diverse, context-specific, and	3

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Project-specific Thresholds and Criteria	Maximum Points (44)
recommended community engagement activities from the Community Inclusion Guidance for the duration of each project’s implementation to involve residents in decision-making processes.	
Proposal is feasible (including timelines, tasks, deliverables, and budgets).	1
<i>Outreach and education component</i>	
Projects help educate end users on new technology and services offered and encourage the use of new transportation options using recommended, context-specific outreach and education activities from the Community Inclusion Guidance. Proposal also includes a plan to educate residents and local businesses about other applicable State funding opportunities.	2
Projects help educate residents about the proposed projects to better participate in decision-making processes using recommended, context-specific outreach and education activities from the Community Inclusion Guidance.	1
Proposal is feasible (including timelines, tasks, deliverables, and budgets).	1
<i>Data tracking and reporting component</i>	
Proposal for data tracking and reporting satisfies applicable requirements and is feasible (including timelines, tasks, deliverables, and budgets).	3
<i>Benefits Calculator and supporting documentation</i>	
Total GHG emission reductions. Sliding scale based on all proposals scored.	4
GHG emission reduction cost-effectiveness. Sliding scale based on all proposals scored.	4
Community engagement level. If the proposal has high community engagement, two points will be awarded. If the proposal has medium community engagement, one point will be awarded. If the proposal has low community engagement, no points will be awarded.	2
<i>Climate adaptation and resiliency component</i>	
The proposal identifies the climate change risks and exposures within the STEP Community.	1
Where appropriate, projects include clear plans to adapt to direct and indirect climate risks and enhance community resiliency.	3
<i>Longevity and lessons learned component</i>	
Proposal addresses need for projects to operate and be maintained after the grant term is complete. Where appropriate, projects include clear plans for long-term operations and maintenance, including coordination with appropriate responsible parties.	3
Proposal includes a plan to track and communicate best practices	1

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<b>Project-specific Thresholds and Criteria</b>	<b>Maximum Points (44)</b>
and lessons learned.	

<b>Proposal Implementation Plan</b>	<b>Maximum Points (4)</b>
<i>Project plans (scopes and timelines)</i>	
Plans are feasible (including timelines, tasks, deliverables, and budget).	4

Extra points will be awarded to proposals that meet the qualifications below. No proposal may receive more than four extra points.

<b>Extra Points</b>	<b>Maximum Points (4)</b>
Lead Applicant is a community-based organization or a federally recognized tribe. If the proposal meets this criteria, the full two points will be awarded. If not, no points will be awarded.	2
Proposal is for projects in a rural community. <sup>2</sup> If the proposal meets this criteria, the full two points will be awarded. If not, no points will be awarded.	2
Proposal is for projects in a community that has a lack of clean transportation available to residents. Sliding scale based on all proposals scored.	2

<sup>2</sup> For the purposes of STEP, communities that are not in urbanized areas, as defined by the 2010 census (<https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural/2010-urban-rural.html>) OR communities that are not served by a metropolitan planning organization.

## APPENDIX E: PROJECT ELIGIBILITY

STEP Implementation Grants will fund a variety of clean transportation and supporting projects in disadvantaged communities that will work together to increase community residents' ability to access key destinations without a personal vehicle.

Each proposal<sup>1</sup> must contain multiple projects.<sup>1</sup> Each project may contain multiple project elements.<sup>1</sup> Each project element must abide by STEP's eligible cost and readiness requirements. This appendix includes lists of eligible and ineligible projects, eligible and ineligible costs, and readiness and other requirements for specific project elements and for the proposal overall. Projects that are not on the eligible or ineligible lists may be determined to be eligible at CARB's sole discretion.

The proposal must identify at least one eligible project for each strategy that the Applicant plans to implement.

All projects must be completed within the grant term. All projects must be compliant with all relevant laws, regulations, policies, and procedures.

### ELIGIBLE PROJECTS

The tables below list eligible projects and associated elements by strategy. Funded project elements must directly serve the associated eligible projects in the tables below.

#### I. CLEAN TRANSPORTATION STRATEGIES

Applicants must select at least one Clean Transportation Strategy, which includes Active Transportation, Fixed-route Transit, and Shared Mobility, but Applicants are strongly encouraged to combine multiple strategies. These strategies should expand the clean transportation options available to residents, encourage mode shift away from single-occupancy vehicles toward clean transportation options, fill transportation gaps, or connect transportation modes (e.g., through first/last mile connections). The proposal must use a minimum of 50 percent of the total proposal budget to fund projects that are counted toward the proposal's Clean Transportation Strategies. Identified strategies should work together to achieve the community's vision. The Clean Transportation Strategies and associated eligible projects are listed alphabetically below.

##### A. Active Transportation

The Active Transportation strategy includes projects such as bicycle, pedestrian, and complete streets infrastructure (e.g., crosswalks, sidewalks, bikeways).

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<sup>1</sup> See definition in Appendix A.



**Table E-1: Eligible Active Transportation Projects**

Eligible Projects	Examples of Project Elements
<p>New pedestrian walkways and multi-use paths</p>	<ul style="list-style-type: none"> <li>• Complete streets infrastructure</li> <li>• Connections to mobility hubs and transit stations to enable first/last mile connections</li> <li>• Installation of new or improved pedestrian crossings or over-crossings</li> <li>• Maintenance of funded infrastructure during the project’s lifetime<sup>1</sup></li> <li>• New walkways and multi-use paths that improve mobility, accessibility, and safety for users (e.g. sidewalks)</li> <li>• Non-capacity increasing streetscape improvements, such as:               <ul style="list-style-type: none"> <li>○ Benches or “street furniture”</li> <li>○ Lighting</li> <li>○ Placemaking (e.g., parklets,<sup>2</sup> public art)</li> <li>○ Shading and canopies</li> <li>○ Signage and way-finding markers</li> <li>○ Urban forestry and greenery</li> <li>○ Other related amenities for pedestrians, cyclists, and transit riders</li> </ul> </li> <li>• Planning, community engagement, outreach, and education for new pedestrian facilities</li> <li>• Signalization modifications and upgrades for pedestrian detection and prioritization</li> <li>• Street crossing enhancements, including accessible pedestrian signals</li> <li>• Traffic-calming and traffic control projects such as:               <ul style="list-style-type: none"> <li>○ Channelization (e.g., road diets)<sup>3</sup></li> <li>○ Curb cuts</li> <li>○ Curb extensions</li> <li>○ Lane narrowing projects</li> <li>○ Roundabouts</li> <li>○ Speed tables, bumps, humps, and cushions</li> </ul> </li> </ul>
<p>New bikeways and networks (Class I, Class II, or Class IV)</p>	<ul style="list-style-type: none"> <li>• Bicycle carrying structures on public transit</li> <li>• Complete streets infrastructure</li> <li>• Connections to mobility hubs and transit stations to prioritize first/last mile connections</li> <li>• Maintenance of funded infrastructure during the project’s lifetime</li> </ul>

<sup>2</sup> Community or green space that takes the place of a former curbside parking spot

<sup>3</sup> The practice of reducing the number of lanes on a road, typically to slow driving speed and make room for other forms of transportation besides cars

Eligible Projects	Examples of Project Elements
	<ul style="list-style-type: none"> <li>• New context-sensitive bikeways (Class I, Class II, and Class IV) that improve mobility, accessibility, and safety for users</li> <li>• Planning, community engagement, outreach, and education for new bike facilities</li> <li>• Publicly accessible bike parking, storage, and repair infrastructure (e.g., bike racks, bike lockers, bike repair kiosks)</li> <li>• Signalization modifications and upgrades for bicycle detection and prioritization</li> </ul>

**B. Fixed-route Transit**

The Fixed-route Transit strategy includes projects such as transit station improvements, transit right-of-way improvements (e.g., bus rapid transit lanes), transit operations improvements, transit passes, and improvements to increase accessibility of transit (e.g., network/fare integration, wayfinding, and signage).

**Table E-2: Eligible Fixed-route Transit Projects**

Eligible Projects	Examples of Project Elements
New or expanded service	<ul style="list-style-type: none"> <li>• Operation of new or expanded service</li> <li>• Planning, community engagement, outreach, and education for new or expanded services</li> <li>• Purchase, construction, and installation of infrastructure, equipment, or facilities to support zero-emission vehicles</li> <li>• Zero-emission vehicle<sup>1</sup> purchases and leases for new or expanded service</li> </ul>
Public transit subsidies	<ul style="list-style-type: none"> <li>• Community engagement, outreach, and education for public transit subsidies</li> <li>• Free fare days</li> <li>• Plans for subsidy disbursement (e.g., how many subsidies users will receive, how long the subsidies will last)</li> <li>• Transit vouchers for free or reduced fares</li> </ul>
System or efficiency improvements	<ul style="list-style-type: none"> <li>• Access for unbanked users</li> <li>• ADA accessibility improvements</li> <li>• Infrastructure for express routes and other efficiency improvements such as:                             <ul style="list-style-type: none"> <li>○ Bus-only lanes</li> <li>○ Traffic signal coordination and optimization</li> </ul> </li> <li>• Mobile apps</li> <li>• Network/fare integration</li> <li>• Other system or efficiency improvements that result in increased ridership for new or existing</li> </ul>

Eligible Projects	Examples of Project Elements
	<p>routes, including project elements that increase service levels or reliability or decrease travel time</p> <ul style="list-style-type: none"> <li>• Planning, community engagement, outreach, and education for system or efficiency improvements</li> <li>• Route, schedule, frequency, and reliability improvements (e.g., for commute trips, non-commute trips, trip-chaining, essential services)</li> <li>• Transit station and stop improvements such as:               <ul style="list-style-type: none"> <li>○ Connectivity improvements such as sidewalks and turnouts</li> <li>○ Lighting</li> <li>○ Measures to increase safety from gender-related violence</li> <li>○ Mobility hubs to integrate different transportation modes and prioritize first/last mile connections</li> <li>○ Placemaking and greenery</li> <li>○ Safety and security equipment</li> <li>○ Shading, shelters, and seating</li> <li>○ Station ambassadors</li> <li>○ Wayfinding and signage</li> </ul> </li> <li>• Transit vehicle improvements (e.g., bike racks, stroller access improvements, fareboxes, measures to enhance public health)</li> </ul>

### C. Shared Mobility

The Shared Mobility strategy includes projects such as zero-emission carshare, rideshare, vanpooling, carpooling, bikeshare, scooter share, ride-hailing, shuttles, and microtransit (on-demand transit) services. Shared mobility projects should be complementary to existing public transit service. Shared mobility projects could include new service, operations, or promotion of ridership or pooling through subsidies.

**Table E-3: Eligible Shared Mobility Projects**

Eligible Projects	Examples of Project Elements
<p>New or expanded carshare, rideshare, bikeshare, scooter share, vanpooling, carpooling, ride-hailing, shuttles, and microtransit</p>	<ul style="list-style-type: none"> <li>• Access for unbanked users</li> <li>• Measures to enhance public health why using services</li> <li>• Mobile apps for on-demand services</li> <li>• Mobility hubs to prioritize first/last mile connections</li> <li>• Operation of new or expanded service</li> <li>• Planning, community engagement, outreach, and education for shared mobility services</li> </ul>

Eligible Projects	Examples of Project Elements
	<ul style="list-style-type: none"> <li>• Purchase, construction, and installation of infrastructure, equipment, or facilities to support zero-emission vehicles</li> <li>• Strategies to encourage verifiable pooling for on-demand services</li> <li>• Strategies to reduce deadhead mileage<sup>4</sup> for on-demand services</li> <li>• Zero-emission vehicle purchases and leases for new or expanded service</li> </ul>
Shared mobility subsidies	<ul style="list-style-type: none"> <li>• Community engagement, outreach, and education for shared mobility subsidies</li> <li>• Free fare days</li> <li>• Plans for subsidy disbursement (e.g., how many subsidies users will receive, how long the subsidies will last)</li> <li>• Vouchers for free or reduced fares</li> </ul>

## II. SUPPORTING STRATEGIES

Applicants must select at least one Supporting Strategy, which includes Community Development, Land Use, Mode Shift Outreach and Education, and Planning and Community Engagement, but Applicants are strongly encouraged to combine multiple strategies. These strategies are meant to support and enhance clean transportation projects that already exist in the STEP Community, prioritize clean transportation options over single-occupancy combustion vehicles, or lay the groundwork for successful implementation of STEP-funded transportation projects. Identified strategies should work together to achieve the community’s vision. The Supporting Strategies and associated eligible projects are listed alphabetically below.

### A. Community Development

The Community Development strategy includes infrastructure and policy projects that ready communities for adoption of clean vehicle technology and shared, zero-emission transportation modes while avoiding substantial burdens.

**Table E-4: Eligible Community Development Projects**

Eligible Projects	Examples of Project Elements
Displacement avoidance activities related to STEP-funded projects	<ul style="list-style-type: none"> <li>• Local policy development, and implementation to support neighborhood stabilization and the preservation and production of affordable housing</li> <li>• Planning, community engagement, outreach, and education for displacement avoidance</li> </ul>

<sup>4</sup> Mileage driven without cargo or a passenger, typically to reach the next pick-up location

Eligible Projects	Examples of Project Elements
	<ul style="list-style-type: none"> <li>• Programs that support local, small businesses and existing residents that are vulnerable to displacement</li> <li>• For a full list of example activities see the <b>Displacement Avoidance Guidance</b> linked in Appendix F.</li> </ul>
Local goods movement to individuals or small businesses to minimize trips in single-occupancy vehicles	<ul style="list-style-type: none"> <li>• Centralized, walkable consumer pick-up locations</li> <li>• Local goods movement emission reduction plans</li> <li>• Planning, community engagement, outreach, and education for local goods movement</li> <li>• Zero-emission vehicles for new or expansion of mobile and delivery services by small, local businesses (e.g., mobile markets and food trucks), including light and heavy-duty vehicles and cargo bikes</li> <li>• Zoning and geofencing<sup>5</sup> (e.g., to streamline delivery services or restrict travel of delivery vehicles in specific locations)</li> </ul>
Workforce development activities for the climate and clean transportation sectors	<ul style="list-style-type: none"> <li>• Educational resources, including but not limited to:               <ul style="list-style-type: none"> <li>○ Classes</li> <li>○ Curricula</li> <li>○ Materials</li> <li>○ Mobile apps</li> <li>○ Training sessions</li> <li>○ Websites</li> </ul> </li> <li>• Partnership with job assistance and career development programs</li> <li>• Promotion of engagement and contracting with local businesses and the local workforce</li> <li>• For a full list of example activities see the <b>Workforce Development Guidance</b> linked in Appendix F.</li> </ul>
Zero-emission readiness projects to support publicly-accessible clean transportation	<ul style="list-style-type: none"> <li>• Planning, community engagement, outreach, and education for zero-emission readiness projects</li> <li>• Public zero-emission vehicle charging or refueling (e.g., planning, evaluation of existing infrastructure, siting, education and awareness, signage, an ombudsman position)</li> <li>• Renewable energy generation and storage for zero-emission transportation</li> </ul>

<sup>5</sup> The use of technology to create virtual boundaries around a location, typically used in transportation to restrict specific types of vehicles or services from entering certain locations

**B. Land Use**

The Land Use strategy includes policies, plans, and processes that encourage infill development, curb urban or suburban sprawl, and incentivize denser development in areas with high quality transportation options.

**Table E-5: Eligible Land Use Projects**

Eligible Projects	Examples of Project Elements
<p>Growth management projects that support infill, transit-oriented development and reduce passenger vehicle miles traveled</p>	<ul style="list-style-type: none"> <li>• Adoption of an agricultural greenbelt and implementation agreement</li> <li>• Adoption of urban limit lines or urban growth boundaries</li> <li>• Agricultural land mitigation program transactions and program administration</li> <li>• Conservation easements and purchase program transactions and program administration</li> <li>• Increased minimum of designated strategic agricultural areas</li> <li>• Planning, community engagement, outreach, and education for growth management projects</li> <li>• Transfer of development rights</li> </ul>
<p>Land use plans to support transit-oriented development</p>	<ul style="list-style-type: none"> <li>• Combined land use and mobility plans</li> <li>• Community engagement, outreach, and education for land use plans to support transit-oriented development</li> <li>• Land-use plans for transit-oriented and transit-ready development such as:                             <ul style="list-style-type: none"> <li>○ Housing incentive zones or other area-based housing incentives beyond State Density Bonus Law</li> <li>○ Plans for infrastructure necessary to support transit-oriented and transit-ready development (e.g., station area planning including improvements to pedestrian infrastructure)</li> <li>○ Upzoning or rezoning for multifamily housing to intensify land use patterns in close proximity to transit</li> </ul> </li> <li>• Plans for converting publicly-owned lands into affordable housing, transit-oriented development</li> <li>• Plans to connect disconnected neighborhoods to each other and to transit (e.g., cul-de-sac conversion)</li> <li>• Other plans, policies, or process improvements to promote affordable residential densification in proximity to transit, jobs, and other amenities. For</li> </ul>

Eligible Projects	Examples of Project Elements
	a full list of example activities see the <b>Displacement and Housing Guidance</b> linked in Appendix F.

### C. Mode Shift

The Mode Shift strategy includes incentives and dis-incentives that encourage mode shift away from single-occupancy, combustion vehicles and toward shared, zero-emission modes of transportation.

**Table E-6: Eligible Mode Shift Projects**

Eligible Projects	Examples of Project Elements
Active transportation subsidies	<ul style="list-style-type: none"> <li>• Planning, community engagement, outreach, and education for active transportation subsidies</li> <li>• Vouchers to incentivize active transportation or vouchers to purchase personal zero-emission micromobility vehicles (e.g., standard bicycles, electric bicycles, electric scooters, recumbent and adaptive bicycles)</li> </ul>
Pricing pilots, policies, or programs (e.g., parking, vehicle registration, (de-)congestion, or road pricing; feebates <sup>6</sup> ) to support mode shift away from single-occupancy combustion vehicles	<ul style="list-style-type: none"> <li>• Impact analysis of pilots</li> <li>• Vouchers to exempt or reduce prices for certain populations (e.g., low-income, students, seniors)</li> <li>• Infrastructure and signage</li> <li>• Mobile apps</li> <li>• Operation and enforcement of pilot</li> <li>• Payment systems</li> <li>• Planning, community engagement, outreach, and education for pricing pilots, policies, or programs</li> </ul>
Projects to increase access to clean transportation options	<ul style="list-style-type: none"> <li>• Broadband network infrastructure to support clean transportation options</li> <li>• Community resource centers or hubs to educate residents about how to use new clean transportation options</li> <li>• Maintenance of existing infrastructure (e.g., sidewalks, bikeways)</li> <li>• Planning, community engagement, outreach, and education for applicable projects</li> <li>• Space conversion projects or pilots such as:                             <ul style="list-style-type: none"> <li>○ Car-free zones</li> <li>○ Curbside management</li> <li>○ Geofencing</li> <li>○ Low or no emission zones</li> <li>○ Parking conversion</li> </ul> </li> </ul>

<sup>6</sup> A combination of fees and rebates used to incentivize mode shift.

Eligible Projects	Examples of Project Elements
	<ul style="list-style-type: none"> <li>○ Separate drop-off and pick-up areas</li> <li>○ Signage and other associated infrastructure to separate modes</li> <li>● Transportation demand management planning and education</li> <li>● Trip planners, street teams, and community ambassadors to connect residents to clean transportation options</li> </ul>
Telecommuting plans and programs	<ul style="list-style-type: none"> <li>● Community engagement, outreach, and education for telecommuting plans and programs</li> <li>● Participant incentives</li> <li>● Program development and administration</li> </ul>

#### D. Outreach and Education

The Outreach and Education strategy includes projects that encourage residents to use shared, zero-emission modes of transportation. Also includes education of anyone who will be interacting with funded clean transportation and supporting projects as users or as staff.

**Table E-7: Eligible Outreach and Education Projects**

Eligible Projects	Examples of Project Elements
Behavior change and marketing campaigns for new or existing clean transportation and mode shift projects	<ul style="list-style-type: none"> <li>● Gamification programs<sup>7</sup></li> <li>● Media outlets (e.g., digital media such as social media, television, or video; physical media such as newspapers, magazines, or newsletters)</li> <li>● Mobile apps</li> <li>● Signage and other physical infrastructure</li> </ul>
Capacity building to implement new or enhance existing clean transportation planning, operations, or infrastructure projects	<ul style="list-style-type: none"> <li>● Community resource portals, toolkits, and documents</li> <li>● Educational resources (e.g., classes, training sessions, materials, websites, mobile apps, curricula)</li> <li>● Relationship building and network development</li> <li>● Trip planners, street teams, and community ambassadors to connect residents to clean transportation options</li> </ul>
Outreach and education for new or existing clean transportation planning, operations, or infrastructure projects	<ul style="list-style-type: none"> <li>● Community resource portals, toolkits, and documents</li> <li>● Educational resources, including but not limited to:                             <ul style="list-style-type: none"> <li>○ Bike valet at community events</li> <li>○ Curricula</li> </ul> </li> </ul>

<sup>7</sup> Behavior change programs that employ characteristics of games to encourage desired behavior



Eligible Projects	Examples of Project Elements
	<ul style="list-style-type: none"> <li>○ Events (e.g., ride and drives, bicycle rodeos, bike repair pop-ups, temporary street closures or car-free days to encourage active transportation, workshops)</li> <li>○ Materials</li> <li>○ Mobile apps</li> <li>○ Websites</li> <li>● First responder training</li> <li>● Pop-up or demonstration projects and other forms of tactical urbanism<sup>8</sup></li> </ul>

### E. Planning and Community Engagement

The Planning and Community Engagement strategy includes co-developing plans and co-designing projects with community residents for the community’s land use and transportation systems.

**Table E-8: Eligible Planning and Community Engagement Projects**

Eligible Projects	Examples of Project Elements
Community and stakeholder engagement for new or existing clean transportation planning, operations, and infrastructure projects	<ul style="list-style-type: none"> <li>● Community engagement events and activities</li> <li>● Community resource portals, toolkits, and documents</li> <li>● Community transportation needs assessments</li> <li>● Education campaigns</li> <li>● Engagement and contracting with local businesses and local workforce</li> <li>● Participant incentives</li> <li>● Participatory budgeting and other forms of community-decision making</li> <li>● Partnership and network development</li> <li>● Pop-up and demonstration projects and other forms of tactical urbanism<sup>8</sup></li> <li>● Surveys and information gathering</li> </ul>
Transportation-focused plan development	<ul style="list-style-type: none"> <li>● Automated and connected vehicle plans to enable equitable shared mobility</li> <li>● Combined land use and mobility plans</li> <li>● Community engagement, outreach, and education for transportation plans</li> <li>● Feasibility studies</li> <li>● Mobility equity analysis<sup>9</sup></li> </ul>

<sup>8</sup> Low-cost, temporary changes to the built environment, often meant to test out changes before making them more permanent

<sup>9</sup> Assessment of the quality and impact of existing transportation options and proposed new transportation projects

Eligible Projects	Examples of Project Elements
	<ul style="list-style-type: none"> <li>• Mobility plans, including but not limited to:                             <ul style="list-style-type: none"> <li>○ Active transportation, bicycle, or pedestrian plans</li> <li>○ Alternative fuel infrastructure plans (e.g., electric vehicle readiness plans)</li> <li>○ Multi-modal corridor plans</li> <li>○ New mobility plans</li> <li>○ Safe routes to schools and to transit plans</li> <li>○ Transit plans</li> </ul> </li> <li>• Other studies, plans, or planning methods that advance a community’s effort to reduce single occupancy vehicle trips and transportation-related GHG emissions</li> <li>• Plans for data collection, tracking progress, monitoring goals, and sharing results</li> <li>• Traffic calming and safety enhancement plans such as:                             <ul style="list-style-type: none"> <li>○ Collision, safety, and speed limit analysis</li> <li>○ Traffic collision reduction and traffic calming plans (e.g., Vision Zero plans)</li> </ul> </li> <li>• Transportation equity work plans</li> </ul>
Plans or policies to support mode shift away from single-occupancy vehicles	<ul style="list-style-type: none"> <li>• Car-free zone plans</li> <li>• Community engagement, outreach, and education for plans or policies</li> <li>• Curbside management<sup>10</sup> plans/policies</li> <li>• Elimination of parking requirements for new development</li> <li>• Low or no emission zone plans</li> <li>• Parking or lane conversion plans (to prioritize infill development and shared and zero-emission modes of transportation)</li> </ul>

### III. INELIGIBLE PROJECTS

Projects that are ineligible for STEP funding include, but are not limited to:

- Building permits and site approvals
- Community-scale renewable energy or fuel production and storage\*
- Cost-sharing for infill development\*
- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or CEQA
- Heavy rail service\*
- Highway or road capacity creation or expansion
- Inter-state transit or long-distance intra-state transit (e.g., Greyhound buses)

<sup>10</sup> The collection of practices that an entity uses to effectively manage the use of curb space

- Lab-scale technology research and development (TRL 4 or less)
- Land or building acquisition, leasing, or renting
- Manufacturing, including but not limited to:
  - Acquisition of raw materials or inputs for the manufacture of commercial product(s)
  - Operations and maintenance of manufacturing facility
- Personal or private automobile funding incentives (e.g., rebates, vouchers)
- Projects that include purchase of internal combustion or hybrid vehicles
- Projects that increase GHG or air pollutant emissions or vehicle miles traveled
- Residential or commercial development
- Ride-hailing services unless they are providing services with zero-emission vehicles or verifiable shared rides
- Road maintenance that is not directly linked to a complete streets project
- Transit-oriented development, particularly affordable housing\*
- Vehicle or fleet replacement that does not include provision of new or expansion of service

\* These projects, while ineligible for STEP funding, likely contribute to the vision for and benefit the STEP Community, so coordination between STEP-funded projects and these other projects is encouraged through scoring of the Connections to Existing Projects criterion.

## ELIGIBLE COSTS

### I. ELIGIBLE COSTS

The list below includes the eligible costs for all of the project elements listed in the charts above. All costs covered by STEP funding must directly support these project elements.

- Access to proprietary data or research material
- Acquisition of right-of-way
- Consumer subsidies
- Direct costs for implementing new or expanded displacement avoidance policies
- Electronic software licenses, services, and development or hardware support services
- Equipment and infrastructure design, engineering, procurement, lease, installation, construction, and commissioning, for elements such as:
  - Accessibility improvements
  - Consumer payment systems
  - External consultant fees
  - Green infrastructure
  - Some aspects of electrical system upgrades (under consideration)
  - Street and sidewalk infrastructure
  - Vehicle charging and hydrogen refueling stations

- Vehicle locking stations
- Fuel and electricity costs
- Labor, including but not limited to:
  - Salaries, wages, and stipends for nonprofit or consultant staff dedicated to the project
  - Staff time spent on the project
  - Training for staff
  - Travel
- Materials and supplies, including but not limited to:
  - Language translation services
  - Preparation of materials
  - Printing and mailing
- Operations and maintenance of vehicles, equipment, and infrastructure, including but not limited to:
  - Costs to outfit vehicles, equipment, and infrastructure with necessary and appropriate workplace and safety equipment
  - Insurance (for vehicle and for rider or passenger)
  - Mileage and user tracking devices (i.e., data loggers or telematics, bike and walk count equipment)
  - Repairs and routine maintenance
  - Reservation system development and on-going maintenance costs
  - Roadside assistance
  - Safety and training courses
  - Time-of-use management systems and software
  - User safety equipment (e.g., helmets for bicycle sharing participants)
- Outreach and community engagement events and support, including but not limited to:
  - Community and stakeholder advisory groups
  - Language translation and interpretation services
  - Marketing and advertisements
  - Participant incentives
  - Public transit subsidies for low-income, disabled, or other participants with accessibility or transportation challenges
  - Rental costs of equipment, facilities, or venues (Applicants are encouraged to seek access to free or low-cost facilities through partnerships with community facilities where possible.)
- Vehicle<sup>1</sup> purchase and lease

## II. INELIGIBLE COSTS

- Advocacy work, such as direct lobbying for the passage of specific bills or local propositions
- All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure that may be located at a parking spot)
- Bonus payments of any kind

- Ceremonial expenses (including food and beverages)
- Commission fees
- Costs for implementing existing policies, plans, ordinances, or programs (e.g., local government staff salaries, supplies, meetings, etc.)
- Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
- Expenses for publicity not related to the STEP-funded projects
- Indirect costs in excess of 1 percent of the total proposal budget
- Lobbying
- Ongoing operational costs beyond the grant term
- Real estate brokerage fees or expenses
- Right-of-way
- Services, materials, or equipment obtained under any other State program
- Specific expenses related to community engagement, outreach, and education:
  - Childcare-related costs
  - Food and refreshments
  - General meetings that do not specifically discuss or advance implementation of the STEP-funded project
- Stewardship of legal defense funds
- Work-appropriate clothing or attire (other than essential equipment and safety wear such as personal protective equipment)
- Using funds for mitigation activities that are already mandated by local or State governing bodies or agencies

## ELEMENT REQUIREMENTS

All applicable project elements must adhere to the CEQA and permitting requirements described at the end of this appendix.

### I. FOR FUNDED LIGHT-, MEDIUM-, AND HEAVY-DUTY VEHICLES

- Vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet after grant execution are subject to prior approval by CARB.
- Vehicles must be zero-emission.
- Vehicles may be purchased or leased (2-year minimum lease period).
- Vehicles must be on the eligible Clean Vehicle Rebate Project (CVRP) or Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) Eligible Vehicle lists<sup>11,12</sup> at the time of purchase, including vehicle models that were removed due to CVRP policy changes effective December 3, 2019.
- Vehicles must be registered in California.

<sup>11</sup> <https://cleanvehiclerebate.org/eng/eligible-vehicles>

<sup>12</sup> <https://www.californiahvip.org/how-to-participate/#Eligible-Vehicle-Catalog>

- Vehicles must be compliant with all applicable State requirements, including, but not limited to applicable CARB engine or vehicle approval or certification and Department of Motor Vehicles licensing.
- No modifications can be made to the vehicle's emissions control systems, hardware, or software calibrations (California Vehicle Code (CVC) Section 27156).
- Vehicle title cannot be salvaged (as defined in CVC section 544).
- Vehicles must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.
- Vehicles must be under warranty with the manufacturer for the duration of the grant term.
- Used vehicles must meet the following additional requirements at the time of purchase or lease:
  - Vehicle model year must be 4 years or newer.
  - Vehicle mileage cannot exceed 48,000 miles.
  - Vehicle cannot have any outstanding recall notices. If there has been a recall notice for the vehicle model, documentation must be provided that the problem has been addressed before the vehicle is purchased or leased.
  - Vehicles must be inspected by a licensed automotive mechanic.
  - Batteries in vehicles must be new (new batteries may be purchased).
  - Vehicles that previously have participated in CVRP (received rebates) must have passed the compliance period and have fully complied with program requirements.
  - Vehicles must be formerly listed under the eligibility list of CVRP according to their model years.

## II. FOR FUNDED MICROMOBILITY VEHICLES

- Purchased micromobility vehicles must be new.
- Micromobility vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet after grant execution are subject to prior approval by CARB.
- Micromobility service must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging or fueling infrastructure and repairs and maintenance of the vehicles.
- Micromobility service must be registered with the local jurisdiction, where available.
- Micromobility vehicles must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase

## III. FOR FUNDED EVSE PURCHASE AND INSTALLATION

- EVSE must be installed to provide electricity to project vehicles.
- EVSE must comply with California Electric Vehicle Infrastructure Project

(CALeVIP) equipment requirements.<sup>13</sup>

- EVSE may be installed in commercially or residentially zoned locations.
- EVSE may include ports for micromobility vehicle charging or fueling if the project design includes micromobility vehicles.
- EVSE may be Level 2 (rated up to 240 volts alternating current [AC], up to 60 amperes [amps], and up to 14.4 kilowatts) or Level 3 (high voltage AC or direct current [DC] with the capability to charge a vehicle to approximately 80 percent capacity within 30 minutes).
- EVSE must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging infrastructure.

#### IV. FOR FUNDED HYDROGEN REFUELING STATION INSTALLATION

- Hydrogen refueling station must be installed to provide fuel to project vehicles.
- Hydrogen refueling station must adhere to the minimum technical, renewable hydrogen, and other requirements described in Appendix G<sup>14</sup> of the Clean Mobility in Schools solicitation.
- Hydrogen refueling station must comply with all applicable federal, State, and local laws and requirements for acceptable installation and usage of hydrogen refueling stations.
- Hydrogen refueling station must be designed to allow the station to accept delivery of hydrogen fuel from a mobile refueler or hydrogen tube trailer if on-site hydrogen production goes off-line or if hydrogen delivered via a pipeline is disrupted.
- Public or private access to refueling from proposed refueling stations is not required.

#### V. FOR POLICIES AND PROCEDURES TO EVALUATE AND ENROLL PARTICIPANTS IN FUNDED TRANSPORTATION SERVICES

- Participants must be enrolled and meet the requirements below:
  - Possess a current California Class C Driver's license, if applicable
  - Meet minimum requirements to drive a project vehicle as required by the Grantee and the insurance provider, if applicable, to be developed in conjunction with CARB
  - Complete trip surveys and participate in research as requested by the Grantee
  - Pay project fees to use the vehicles or service, if required by the Grantee
  - Satisfactorily complete a bicycle safety training program, if applicable (must be approved by CARB)

<sup>13</sup> <https://calevip.org/resources-ev-charging-manufacturers-service-providers>

<sup>14</sup>

[https://ww3.arb.ca.gov/msprog/mailouts/msc1920/msc1920appf.pdf?\\_ga=2.112533188.1396155840.1587346949-1405068476.1585775700](https://ww3.arb.ca.gov/msprog/mailouts/msc1920/msc1920appf.pdf?_ga=2.112533188.1396155840.1587346949-1405068476.1585775700)

- Participants become ineligible upon any of the following events:
  - Participant becomes ineligible per terms of insurance
  - Vehicle driver's license lapses or is revoked
  - Driver or rider is determined to be an unsafe or impaired driver by the Grantee
  - Participant causes damage to a vehicle, bicycle, EVSE, or other project property; ineligibility is at the discretion of the Grantee or CARB
  - Nonpayment of project fees to use the vehicles or service, as required by the Grantee
  - Noncompliance with project requirements; ineligibility is at the discretion of the Grantee or CARB

## VI. FOR FUNDED COMMUNITY ENGAGEMENT, OUTREACH, AND EDUCATION ACTIVITIES

- Funded activities must be directly related to the implementation of the STEP grant.
- Funded activities must focus on engaging community residents located or involved in the STEP Community.
- Funded activities must emphasize language access with multilingual outreach activities where appropriate.
- Funded activities must also collect data on residents' current knowledge regarding clean transportation options.
- Funded activities must include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly.
- Funded activities should appropriately incentivize community residents for their time and expertise when participating in community engagement activities (see Community Inclusion Guidance linked in Appendix F).

## VII. FOR FUNDED DISPLACEMENT AVOIDANCE ACTIVITIES

- Funded activities must be focused on implementing additional or new policies and programs, which may include but are not limited to new policies not yet adopted, programs that address implementation barriers of existing policies and programs, and expanded efforts around existing policies and programs.
- Funded activities must directly address the displacement vulnerabilities of the STEP Community and the potential impacts of implementing STEP-funded projects.
- Funded activities must be located within the STEP Community.
- Funded activities must be focused on engaging existing low-income households and small businesses located or involved within the STEP Community.



- Funded activities must include an evaluation of the success of that activity in avoiding displacement of existing low-income households and small businesses

## VIII. FOR FUNDED GROWTH MANAGEMENT PROJECTS

- Funded projects must comply with all relevant local, State, and federal laws, including State Housing Element Law<sup>15</sup> and Government Code Section 66300 as added by Senate Bill 330 (Chapter 654, Statutes of 2019).<sup>16</sup>

### READINESS REQUIREMENTS

If applicable, at the time of grant execution, Applicants must have all California Environmental Quality Act (CEQA) documentation completed. Applicants must include CEQA documentation in the proposal that demonstrates that CEQA has been or will have been met at the time of grant execution. See detailed instructions on the CEQA readiness requirement below.

Within six months after grant execution, Applicants must have all other necessary preparations completed (e.g., site control, permits) and all necessary partners on board in order to implement the proposed projects. Applicants must include documentation in the proposal that demonstrates that these other readiness requirements have been met or will have been met within six months after grant execution.

If any readiness requirements have not been met by the time the proposal is submitted, Applicants must identify the process and anticipated timeline for completing these actions. Applicants are encouraged to complete as many readiness requirements as possible prior to submitting their proposals; proposals will be scored on level of readiness.

#### I. CEQA COMPLIANCE AND PERMITTING REQUIREMENTS

Each proposed infrastructure installation (e.g., electric vehicle supply equipment, hydrogen refueling stations, bike or pedestrian infrastructure) may be subject to CEQA compliance, as well as permitting and other requirements. Such proposals must adhere to the requirements specified below.

##### A. CEQA Compliance Information

CEQA requires public agencies to identify the significant environmental impacts of

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<sup>15</sup> Additional information can be found in the Land-Use Controls section of the California Department of Housing and Community Development's Building Blocks Comprehensive Housing-Element Guide: <https://www.hcd.ca.gov/community-development/building-blocks/constraints/land-use-controls.shtml>

<sup>16</sup> Additional information about Senate Bill 330, including a list of local governments subject to its requirements, can be found at: <https://www.hcd.ca.gov/community-development/accountability-enforcement/statutory-determinations.shtml>

their actions and to avoid or mitigate them, if feasible. Under CEQA, an activity that may cause either a direct or reasonably foreseeable indirect physical change in the environment is generally considered a project. An activity funded by a grant may be considered a project under CEQA if it will cause a direct or reasonably foreseeable indirect physical change in the environment. Agencies must comply with CEQA before they approve a project. For projects which are exempt from CEQA, agencies may prepare a Notice of Exemption (an example is provided for reference).

Before Applicants submit a proposal, Applicants must be certain that the project will be able to satisfy any and all CEQA requirements before grant execution can take place. Grant execution is required to take place on or before May 14, 2021. Applicants must complete a CEQA Worksheet (Attachment 1 of this appendix) for each proposed infrastructure installation. CARB must ensure that the appropriate level of environmental review under CEQA has been completed prior to grant approval/execution. Thus, no grant can be approved/executed until the lead agency has determined that the project is exempt from CEQA requirements or until the lead agency has satisfied all CEQA requirements if the project is not exempt from CEQA.

As part of their proposal, the Applicant shall provide a detailed description of all proposed projects, as well as information about whether the project will have any direct physical changes and reasonably foreseeable indirect changes to the surrounding environment. Because of CARB's role as a CEQA responsible agency (see number 4 in the list below), CARB needs detailed information from Applicants about the projects in order to properly evaluate each proposal under CEQA. In order to minimize or avoid adverse environmental impacts, CARB will only accept proposal for projects to be sited where similar infrastructure already exists (e.g., installing EVSE where electrical infrastructure already exists, installing a hydrogen refueling station at an existing fueling station or industrial facility, installing bike or pedestrian infrastructure along existing roadways).

Applicants must provide documentation from the lead agency showing the CEQA process has been completed. If no CEQA review is required by a local lead agency, provide documentation from the local lead agency explaining why not.

As explained in greater detail in Attachment 1 of this appendix, the Applicant must provide the following information as it pertains to each proposed project:

1. **Proposed Station/Facility Location:** The Applicant must provide the specific address or equivalent location information for the proposed station, equipment, or facility. This must include photographic images with both date and time stamps of all intended locations. If applicable, the images must show station ingress and egress.
2. **Permits:** The Applicant must identify the permits necessary for the project.
3. **Project Impacts:** The Applicant must describe the direct physical changes and

reasonably foreseeable indirect changes to the surrounding environment that may result from the project. Please see Section 4 in Attachment 1 of this appendix.

4. **CEQA Lead Agency:** The lead agency is the public agency that has the greatest responsibility for carrying out or approving a project and for preparing environmental review documents under CEQA. Where the award recipient is a public agency, the lead agency is typically the grantee. If there are multiple public agencies acting in concert for one project, then the agency which acts first on the project will normally be the lead agency. Where the award recipient is a private entity, the lead agency is the public agency that has the greatest responsibility for approving the project as a whole. When awarding grants, CARB is typically a Responsible Agency under CEQA, which means that it must make a CEQA finding based on review of the funded activities and any environmental documents created by the lead agency. The lead agency will be identified using the following process:
  - a. Where the proposed project would require a discretionary approval from another permitting agency, the Applicant must identify the CEQA lead agency in the proposal and include documentation demonstrating that contact has been made with the lead agency with jurisdiction over the project for purposes of complying with CEQA. The documentation may be in the form of a letter from the lead agency that is stamped as received by the local agency.
  - b. If CARB is the only agency with discretionary approval over the proposed project, then CARB will act as the lead agency and will work with the Applicant to satisfy CEQA requirements.

Regardless of which agency is the lead agency for a proposed project, the Applicant shall be responsible for all costs associated with preparation of environmental review documents. The Applicant may also be required to retain a consultant to perform environmental studies as appropriate. **CARB *WILL NOT* reimburse any Applicant for these costs.** The Applicant shall also be responsible for all costs associated with defending any legal challenge against the grant agreement or the environmental review documents prepared in support of entering into the grant agreement.

5. **CEQA Compliance Where the Proposed Project Would Require Discretionary Approval from Another Permitting Agency (i.e., another permitting agency serves as the lead agency):**
  - a. **Exempt Projects:** If the lead agency determines that the proposed project is exempt from CEQA or not a "project" for purposes of CEQA, then the Applicant must submit proof of such a determination (i.e. a resolution adopting the exemption when the lead agency approved the

project). In addition, the Applicant must submit a copy of a legally adequate, properly filed Notice of Exemption after the 35<sup>th</sup> day after the date of such filing, or proof that more than 180 days have elapsed since the agency's decision to carry out or approve the Applicant's project, to CARB prior to grant execution. Additionally, the Applicant must provide detailed information on why the project meets the applicable statutory or categorical exemption and why no exceptions to the categorical exemptions apply (see CEQA guidelines section 15300.2). The Applicant shall provide substantial evidence, as that term is defined under the CEQA Guidelines (see, CCR, Title 14, § 15384), that support the lead agency's exemption determination. For example, for a Class One Categorical Exemption (California Code of Regulations (CCR), Title 14 § 15301), the Applicant should provide documentation showing that the project is located at an existing facility that involves negligible or no expansion of an existing use.

- i. **Ministerial or "Common Sense" Exemptions:** If the lead agency exempts a proposed project under the "ministerial" or "common sense" exemptions (CCR, Title 14, § 15268 and § 15061, subd. (b)(3), respectively), the Applicant shall provide details on whether the project meet some other statutory or categorical exemption. For example, the Applicant should not simply state that a 100 percent renewable hydrogen project is exempt under the common sense exemption.
- b. **Non-exempt Projects:** For non-CEQA exempt projects, the Applicant must submit proof that all CEQA requirements have been satisfied, along with the appropriate CEQA documentation and lead agency approval documentation. The Applicant must provide CARB with a copy of the appropriate CEQA approval notice(s) to demonstrate that the project was properly approved under CEQA and that any statute of limitations for challenging the project approval and CEQA determination has run. If CARB will serve as the lead agency, the Applicant must satisfy the requirements in the section (6) below. If an Applicant fails to submit the required CEQA documentation as described above in a timely manner, CARB in its sole discretion may cancel the proposed grant and make a selection to the next highest scoring project, and so on, until an agreement is reached, or exercise its right, to not award a grant. CARB reserves the right, in its sole discretion, to cancel this solicitation, re-solicit for a Grantee, or direct funding to another project in the Funding Plan.
- c. In accordance with CEQA requirements, CARB will review each proposal and consider the facts and circumstances of each proposed project (including the project's reasonably foreseeable direct and indirect impacts) before determining whether the lead agency's CEQA review

findings and documentation are adequate.

6. **CEQA Compliance Where the Proposed Project Would Not Require Discretionary Approval from Another Permitting Agency:** If CARB is the only agency with discretionary approval over the proposed project, then CARB will act as the lead agency and will work with the Applicant to satisfy CEQA requirements. The Applicant must provide CARB detailed information regarding the project description and why the project would qualify for any CEQA exemptions or why no exceptions would apply pursuant to CEQA Guidelines section 15300.2. In accordance with CEQA requirements, CARB will review each proposal and consider the facts and circumstances of each proposed project (including the project's reasonably foreseeable direct and indirect impacts) before determining the level of required environmental review. As noted above, the Applicant shall be responsible for all costs associated with preparation of environmental review documents. The Applicant may also be required to retain a consultant to perform environmental studies as appropriate. CARB will not reimburse any Applicant for these costs.
7. **Other Relevant CEQA Information:** The Applicant shall submit any other relevant CEQA documentation or information that will assist CARB in confirming CEQA compliance.

Within a proposal, the Applicant is encouraged to fully document efforts completed or underway to achieve CEQA compliance. This includes, but is not limited to, CEQA compliance documentation, completed or scheduled pre-application meetings with the local CEQA lead agency, or documentation of contact with the CEQA lead agency.

**NOTE REGARDING ENCUMBRANCE DEADLINES AND DISCLAIMER:** The funds under this solicitation have strict encumbrance deadlines. The lead agency (which may be CARB if no other local discretionary approval is required) must complete environmental review under CEQA and approve each grant prior to the applicable encumbrance deadline. Thus, if a project cannot complete CEQA review in time to meet the applicable encumbrance deadline, **CARB reserves the right to cancel the proposed grant and recommend funding the next highest scoring project that can complete CEQA review in time to meet the encumbrance deadline**, regardless of the Applicant's diligence in submitting CEQA information and materials. Further, CARB is not liable for any costs incurred during environmental review or as a result of canceling the proposed grant.

## B. PERMITTING

The Applicant must include information in their narrative that describes their plans to obtain permits for each proposed infrastructure installation. The Governor's Office of Business and Economic Development is available to provide permitting assistance. Contact information is available below:

Mr. Tyson Eckerle  
Phone: (916) 322-0563  
Email: [tyson.eckerle@gobiz.ca.gov](mailto:tyson.eckerle@gobiz.ca.gov)

**C. EXAMPLE NOTICE OF EXEMPTION**

**(Sample NOE-Redactions have been made to certain project specific information)**

**NOTICE OF EXEMPTION**

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**To:** County Clerks Counties of **From:** XXXX  
XXXX

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**Project Title:** XXXX and Data Collection Project

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**Project Location:** The following locations have been identified at existing facilities in California for participation in this proposed technology demonstration project: 1) XXXXXX Chino, CA 91708, Riverside County; 2) XXXXXXXXXXX Fontana, CA 92335, San Bernardino County; 3) XXXXXX La Mirada, CA 90638, Los Angeles County; 4) XXXXXX Ontario, CA 91761, San Bernardino County; and 5) XXXXX Placentia, CA 92806, Orange County.

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**Description of Nature, Purpose, and Beneficiaries of Project:** The XXXXXX has partnered with an original equipment manufacturer (OEM) to test and deploy heavy duty battery electric vehicles (HDBEV) and zero emission on-road and off-road equipment, and install onsite energy efficiency measures at five warehouse or freight facilities. The project is expected to include the following activities at the five facilities:

XXX, Chino: 1) Test and deploy four Volvo heavy duty battery electric vehicles (HDBEVs), two battery electric vehicle (BEV) yard tractors, and 10 BEV forklifts; and 2) install one megawatt (MW) of solar panels, one 150 kilowatt (kW) charger, two 50 kW chargers, 12 Level 2 chargers for equipment, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

XXX, Fontana: 1) Test and deploy seven commercial Class 8 HDBEVs for rental; and 2) install one 150 kW charger, two 50 kw chargers, one 80 kw mobile charger, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

XXX, La Mirada: 1) Test and deploy one Volvo HDBEV (pilot), eight commercial Class 8 HDBEVs for rental, and one Class 3 BEVs; and 2) install one 150 kw charger, four 50 kW chargers, two 80 kW mobile chargers, five Level 2 workplace chargers, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

XXX, Ontario: 1) Test and deploy three Volvo Class 8 HDBEVs, two BEV yard tractors, and 14 BEV Forklifts; and 2) install 0.9MW of solar panels, one 150 kW charger, two 50 kW chargers, 16 Level 2 chargers for equipment, 10 Level 2

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## NOTICE OF EXEMPTION

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workplace chargers, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

XXX, Placentia: Install two 150 kW chargers and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

The locations affected by the proposed project are at existing facilities located in industrial and commercial areas, which have already been graded, disturbed, paved, and have existing structures. The HD BEV and zero emission on-road and off-road equipment will replace service currently provided by diesel powered equipment. Installation and deployment of the charging infrastructure would require limited alteration activities such as minor trenching for electrical conduit, delivery and placement of prefabricated electric vehicle (EV) charging equipment, and minor paving and concrete activities to restore the disturbed surfaces and installation of solar panels will occur on top of existing facilities. Additionally, onboard data collectors will collect data (vehicle miles travelled, hours of operation, battery performance, etc.) on each truck and equipment. The information collected through the project will measure performance and provide data to help further research into electric vehicles and supporting infrastructure.

**Public Agency Approving Project:**  
XXXXX

**Agency Carrying Out Project:**  
XXXXX

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### Exempt Status:

CEQA Guidelines Section 15061(b)(3) – Activities Covered by General Rule

CEQA Guidelines Section 15301(a) – Existing Facilities

CEQA Guidelines Section 15303(d) – New Construction or Conversion of Small Structures

CEQA Guidelines Section 15304(f) – Minor Alterations to Land

CEQA Guidelines Section 15306 – Information Collection

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**Reasons why project is exempt:** XXXXX staff has reviewed the proposed project pursuant to: 1) CEQA Guidelines Section 15002(k) - General Concepts, the three-step process for deciding which document to prepare for a project subject to CEQA; and 2) CEQA Guidelines Section 15061 - Review for Exemption, procedures for determining if a project is exempt from CEQA. In addition, XXXXX staff contacted planning staff at each planning department with jurisdiction over the EV Charging sites and each treat these installations as ministerial (e.g., exempt from CEQA review). XXXXX staff has determined that it can be seen with certainty that there is no possibility that the proposed project to develop and demonstrate zero emission heavy-duty trucks, freight handling equipment, EV infrastructure and renewable energy may have a significant adverse effect on the environment. Therefore, the project is considered to be exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) – Activities Covered by General Rule. The project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301(a) – Existing Facilities, because the proposed project involves only minor physical modifications or alterations to existing facilities involving electrical

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**NOTICE OF EXEMPTION**

conveyances. Further, because implementation of the project may also involve improvements to electrical extensions and installation of solar panels on top of existing facilities requiring new construction or the conversion of small structures, the project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303(d) – New Construction or Conversion of Small Structures. Similarly, because the project may involve minor trenching and backfilling where the surface will be restored, as well as solar panel installation on top of existing facilities, the project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15304(f) – Minor Alterations to Land. Finally, because the overarching purpose of the project is to conduct research for the purpose of collecting data on the use of electric vehicles and EV charging units, the project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15306 – Information Collection. Further, XXXXX staff has determined that there is no substantial evidence indicating that any of the exceptions to the categorical exemptions apply to the proposed project pursuant to CEQA Guidelines Section 15300.2 – Exceptions. Therefore, the proposed project is exempt from CEQA.

**Date of Project Approval:** XXXXXX Governing Board Hearing: November XX, 2018;

<b>CEQA Contact Person:</b>	<b>Phone Number:</b>	<b>Email:</b>	<b>Fax:</b>
<b>Rule Contact Person:</b>	<b>Phone Number:</b>	<b>Email:</b>	<b>Fax:</b>

**Date Received for Filing:** **Signature:**  
XXXXXXXX, CEQA Section



## ATTACHMENT 1: CEQA WORKSHEET

This attachment must be submitted for each proposed infrastructure installation as part of the payment request for infrastructure (e.g., infrastructure installation, electric vehicle supply equipment, bicycle storage units).

CEQA (Public Resources Code sections 21000 et seq.) requires public agencies to identify the significant environmental impacts of their actions and to avoid or mitigate them, if feasible.<sup>17</sup> Under CEQA, an activity that may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment is called a “project” (Public Resources Code section 21065). Agency compliance with CEQA may include preparing a Notice of Exemption or conducting an Initial Study and preparing a Negative Declaration, a Mitigated Negative Declaration, or, if there are significant impacts, an Environmental Impact Report.

The Lead Agency is the public agency that has the greatest responsibility for preparing environmental documents under CEQA, and for carrying out, supervising, or approving a project. Where the Applicant is a public agency, the Lead Agency is typically the Applicant. Where the Applicant is a private entity, the Lead Agency is the public agency that has greatest responsibility for supervising or approving the project as a whole.<sup>18</sup> When issuing contracts, grants, or loans, CARB is typically a “Responsible Agency” under CEQA, which means that it may make its own CEQA findings based on review of the Lead Agency’s environmental documents. If CARB is the only public agency with responsibility for approving the project, then CARB may act as the Lead Agency and prepare its own environmental documents (based on analysis provided by the applicant).

This worksheet will help CARB determine what kind of CEQA review, if any, is necessary, and which agency will be performing that review as a Lead Agency. CARB will not select any projects nor execute any grants until it determines that an Applicant has adequately satisfied all applicable CEQA requirements.

See the following page for the worksheet. Make copies as necessary to submit with the proposal.

Please answer all questions in the worksheet below as completely as possible. CARB may request additional information in order to clarify responses provided on this worksheet.

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<sup>17</sup> For additional information on CEQA and its requirements, please visit <http://opr.ca.gov/ceqa/>.

<sup>18</sup> 14 CCR sections 15050, 15051. The Lead Agency typically has general governmental powers (such as a city or county), rather than a single or limited purpose (such as an air pollution control district).

1. Please provide a detailed summary below of the proposed project and project location (use additional sheets if necessary):
  
2. What are the physical aspects of the project? (Check all that apply and provide brief description of work, including any size or dimensions of the project.) Additionally, provide site layout figure(s) showing locations of new or modified infrastructure, trenching, grading, paving, etc. Such figure(s) need not be engineering-grade; they simply should show the locations of the anticipated project components at the site. (Attach additional sheets as necessary.)

Project Aspect	Yes	No	Description of Project Aspect
Ground disturbance (including grading, paving, trenching, etc.) Provide length and depth, and describe whether the area(s) to be disturbed are previously disturbed.	<input type="checkbox"/>	<input type="checkbox"/>	
New or replaced pipelines	<input type="checkbox"/>	<input type="checkbox"/>	
Construction of underground facilities (including tanks)	<input type="checkbox"/>	<input type="checkbox"/>	
Modification or conversion of a facility, or construction of new or modified structures	<input type="checkbox"/>	<input type="checkbox"/>	
New or modified operation of a facility or equipment	<input type="checkbox"/>	<input type="checkbox"/>	
On-road demonstration	<input type="checkbox"/>	<input type="checkbox"/>	
EV infrastructure (how many, what kind, approximate dimensions)	<input type="checkbox"/>	<input type="checkbox"/>	
Alternative gas station (how many, what kind, approximate dimensions)	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical infrastructure	<input type="checkbox"/>	<input type="checkbox"/>	
Solar component (extent of and general location at project site)	<input type="checkbox"/>	<input type="checkbox"/>	
Paper study (including analyses on economics, feedstock availability, workforce availability, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
Laboratory research	<input type="checkbox"/>	<input type="checkbox"/>	

Project Aspect	Yes	No	Description of Project Aspect
Temporary or mobile structures (skid-mounted)	<input type="checkbox"/>	<input type="checkbox"/>	
Design/Planning	<input type="checkbox"/>	<input type="checkbox"/>	
Other (describe and add pages as necessary)	<input type="checkbox"/>	<input type="checkbox"/>	

3. Where is the project located or where will it be located? Additionally, specify where on the referenced property address the project components will be located by providing site layout figure(s) showing locations of new or modified infrastructure, trenching, grading, paving, etc. Such figure(s) need not be engineering-grade; they simply should show the locations of the anticipated project components at the site. (Attach additional sheets as necessary.)

Address	County	Type of Work to Be Completed at Site

4. Will the project potentially have environmental impacts that trigger CEQA review? (Check a box and explain the answer for each question. Additionally, please provide a complete description of any direct physical changes and reasonably foreseeable indirect changes to the environment that may result from the project. Please provide as much detail as possible. You may provide additional information on supplemental pages as necessary.)

Question	Yes	No	Don't Know	Explanation
Is the project site environmentally sensitive?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project site on agricultural land?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the land on which the project would be built previously disturbed? Please provide detail on how the land is previously disturbed, i.e., whether it is paved and/or graded.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is this project part of a larger project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Question	Yes	No	Don't Know	Explanation
Is there public controversy about the proposed project or larger project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will historic resources or historic buildings be impacted by the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project located on a site the Department of Toxic Substances Control and the Secretary of the Environmental Protection have identified as being affected by hazardous wastes or cleanup problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project generate noise or odors in excess of permitted levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project increase traffic at the site and by what amount?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project expected to result in environmental impacts to any other resource area (e.g., air quality, aesthetics, water quality)? (Add pages as necessary.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

5. Will the project require discretionary permits or determinations, as listed below?

Type of Permit	No	Modified	New	Approving Agency	Reason for Permit, Summary of Process, and Anticipated Date of Issuance
Air Quality Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Water Quality Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Conditional Use Permit or Variance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Building Expansion Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Type of Permit	No	Modified	New	Approving Agency	Reason for Permit, Summary of Process, and Anticipated Date of Issuance
Hazardous Waste Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Rezoning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Authority to Construct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Other Permits (List types)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

6. Of the agencies listed in #5, have you identified and contacted the public agency who will be the lead CEQA agency on the project?

**Yes.** Provide the name and contact information for the lead agency.

**No.** Explain why no contact has been made and/or a proposed process for making contact with the lead agency.

7. If you identified an agency with discretionary approval authority over the project (see Item 5 above), has the public agency prepared environmental documents (e.g., Notice of Exemption, Initial Study/Negative Declaration/Mitigated Negative Declaration, Environmental Impact Report, Notice of Determination) under CEQA for the proposed project?

**Yes.** Please complete the following and attach the CEQA document to this worksheet. (For "Not a project," the title of the document may be an e-mail, resolution, or letter.)

Type of Environmental Review	Title of Environmental Document (Attach the document to this form.)	State Clearinghouse Number	Completion Date	Planned Completion Date (must be before approval of grant)
"Not a project" <input type="checkbox"/> Email <input type="checkbox"/> Letter <input type="checkbox"/> Resolution <input type="checkbox"/> Other:		N/A		N/A

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Type of Environmental Review	Title of Environmental Document (Attach the document to this form.)	State Clearinghouse Number	Completion Date	Planned Completion Date (must be before approval of grant)
Exempt (Resolution of public agency or Agenda Item approving Exemption)		N/A		N/A
Exempt (Notice of Exemption)		N/A		
Initial Study				
Negative Declaration				
Mitigated Negative Declaration				
Notice of Preparation				
Environmental Impact Report				
Master Environmental Impact Report				
Notice of Determination				
National Environmental Policy Act (NEPA) Document (Environmental Assessment, Finding of No Significant Impact, and/or Environmental Impact Statement)				

**No.** Explain why no document has been prepared. Propose a process for obtaining lead agency approval and estimated date for that approval (must occur before CARB will approve the grant).

**Certification:** I certify to the best of my knowledge that the information contained in this worksheet is true and complete. I further certify that I am authorized to complete and sign this form on behalf of the proposing organization.

Name:

Title:

Signature:

Phone Number:

Email:

Date:

## APPENDIX F: PROPOSAL GUIDANCE

CARB has a variety of resources that can help STEP Applicants develop projects and proposals equitably and effectively. All resources can be found on the [STEP Moving California webpage](#).

**Workforce Development Guidance:** Includes example activities and recommendations for workforce development activities identified within the proposal  
[https://ww3.arb.ca.gov/msprog/step/step\\_workforce\\_development\\_guidance.pdf](https://ww3.arb.ca.gov/msprog/step/step_workforce_development_guidance.pdf)

**Displacement and Housing Guidance:** Includes example activities and recommendations for displacement activities; Information and resources about example pro-affordable housing policies, plans, and processes with which STEP-funded projects should coordinate  
[https://ww3.arb.ca.gov/msprog/step/step\\_displacement\\_and\\_housing\\_guidance.pdf](https://ww3.arb.ca.gov/msprog/step/step_displacement_and_housing_guidance.pdf)

**Community Inclusion Guidance:** Includes recommended activities, best practices, and other resources for engaging community residents in project development and implementation  
[https://ww3.arb.ca.gov/msprog/step/step\\_community\\_inclusion\\_guidance.pdf](https://ww3.arb.ca.gov/msprog/step/step_community_inclusion_guidance.pdf)

**Quantification Methodology:** Includes methods the STEP Benefits Calculator uses to quantify GHG emission reductions and selected co-benefits  
[https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/carb\\_step\\_qm\\_final\\_060120.pdf](https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/carb_step_qm_final_060120.pdf)

**Climate Adaptation and Resiliency Guidance:** Includes recommendations, example projects, and resources to support consideration of climate adaptation and resiliency in STEP-funded projects  
[https://ww3.arb.ca.gov/msprog/step/step\\_climate\\_adaptation\\_and\\_resiliency\\_guidance.pdf](https://ww3.arb.ca.gov/msprog/step/step_climate_adaptation_and_resiliency_guidance.pdf)

**Guiding Legislation:** Includes descriptions of the State legislation that informs STEP implementation  
[https://ww3.arb.ca.gov/msprog/step/step\\_guiding\\_legislation.pdf](https://ww3.arb.ca.gov/msprog/step/step_guiding_legislation.pdf)



## APPENDIX G: RESOURCE CONTRIBUTION ELIGIBILITY

**Resource contributions**<sup>1</sup> are assets contributed to the projects to support their quality, breadth, and longevity through their **project lifetimes**.<sup>1</sup> Resource contributions do not need to be monetary (i.e., cash match), but Applicants are required to estimate the monetary value of all resource contributions.

Applicants must demonstrate that they are committed to supporting STEP-funded projects with resource contributions. The proposed budget must identify resource contributions that add up to at least 20 percent of the value of the funds requested in the proposal. Resource contributions may be used to cover project costs or direct grant implementation costs.

Resource contributions must be identified and documented in as much detail as possible. The minimum dollar value and source of each resource contribution must be identified in both the proposed budget and documented in attachments. See examples of eligible resource contribution documentation attachments in the table below.

Resource contributions identified and documented in the proposal will be included in the grant agreement for selected funding recipients. Grantees will be required to fulfill these identified resource contribution commitments.

### STACKING FUNDS

Stacking funds is using multiple sources of funding (e.g., STEP funds and other resource contributions) to fund a single project or proposal. Resource contributions must meet the following requirements:

- At least half of the resource contribution requirement (i.e. at least 10 percent of the value of the requested STEP funds) must be met through use of non-California Climate Investments funds.
- STEP funds used for vehicle purchases may not be stacked with HVIP funds also used for vehicle purchases.
- Resource contributions may not be combined with STEP funds to exceed an item's purchase price.

### TYPES OF RESOURCE CONTRIBUTIONS

The table below includes a list of eligible resource contributions and examples of the types of documentation that must be submitted with the proposal to support the resource contribution claim. CARB may choose not to consider resource contributions with documentation that does not include specific dollar amounts. Documentation

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<sup>1</sup> See definition in Appendix A.

must show that each resource contribution has already been committed to the project(s) or that each resource contribution will be available by the time it is needed during grant implementation.

If a third party proposes to provide a resource contribution that will be used to meet the 20 percent resource contribution requirement, the proposal must include a letter from that third party stating the source of the resource contribution and that they are committed to providing the specific dollar value identified.

The proposal may identify resource contributions that are not listed in the table below. CARB maintains the discretion to allow or disallow additional types of resource contributions.

**Table G-1: Types of Resource Contributions and Documentation**

Type of Resource Contribution	Type of Documentation
Contributions of staff or labor (including volunteer labor) from Community Partners, such as community groups and community-based organizations, and other partners (partnerships that are not part of the core Applicant team)	<ul style="list-style-type: none"> <li>• Descriptions of involvement or benefit to project</li> <li>• Letters of support</li> <li>• MOUs</li> </ul>
Data collection and coordination with project-related, non-CARB-funded research initiatives	<ul style="list-style-type: none"> <li>• Data sharing agreements</li> <li>• MOUs</li> <li>• Research contracts or grants</li> <li>• Research product deliverables</li> </ul>
<p>Project-related labor costs and in-kind labor contributions <b>during the grant term</b> that are not reimbursed or paid for by STEP. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Executive leadership, involvement, or buy-in</li> <li>• Infrastructure permitting and construction</li> <li>• No-cost labor</li> <li>• Operations</li> <li>• Outreach and marketing</li> <li>• Partnership development and planning</li> <li>• Program management, involvement, or buy-in</li> <li>• Quality control, quality assurance, oversight, and accountability</li> <li>• Workforce training and development</li> </ul>	<ul style="list-style-type: none"> <li>• Budgets</li> <li>• Letters of support</li> <li>• Task descriptions or duty statements</li> </ul>
Project-related materials or assets and in-kind contributions already owned by project participants, or purchased for or donated to the project, <sup>2</sup> that will	<ul style="list-style-type: none"> <li>• Budgets</li> <li>• Contracts</li> <li>• Grant agreements</li> </ul>

<sup>2</sup> Can be from other publicly-funded projects.

Type of Resource Contribution	Type of Documentation
<p>be used <b>during the grant term</b>. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Community engagement, outreach, and education expenses, including but not limited to:               <ul style="list-style-type: none"> <li>○ Advertising</li> <li>○ Broadcast media</li> <li>○ Childcare for event participants</li> <li>○ Community meetings and outreach events</li> <li>○ Incentives for participation of residents in community engagement activities</li> <li>○ Food for events</li> <li>○ Newsletters</li> <li>○ Printing and mailing</li> <li>○ Reporting</li> <li>○ Travel expenses</li> <li>○ Websites</li> </ul> </li> <li>• Event venues</li> <li>• Travel expenses</li> <li>• Web platforms and software</li> </ul>	<ul style="list-style-type: none"> <li>• Invoices</li> <li>• Letters of support</li> <li>• Work plans</li> </ul>
<p>Technology, equipment, and in-kind contributions already owned by project participants, purchased or borrowed for, or donated to the project<sup>3</sup> that will be used <b>during the Grant Term</b>. May include construction and installation. Examples include:</p> <ul style="list-style-type: none"> <li>• ADA retrofits</li> <li>• Bicycle parking</li> <li>• EVSE infrastructure</li> <li>• Hydrogen fueling stations</li> <li>• Necessary and appropriate workplace and safety equipment</li> <li>• Vehicle insurance</li> <li>• Vehicle tracking</li> <li>• Vehicles and associated hardware acquisition</li> <li>• Web platforms and software</li> </ul>	<ul style="list-style-type: none"> <li>• Purchase documentation</li> <li>• Permits</li> <li>• Invoices</li> </ul>
<p>Energy or fuel costs <b>during the grant term</b>:<sup>1</sup> electricity or hydrogen</p>	<ul style="list-style-type: none"> <li>• Budgets</li> <li>• Energy bills</li> <li>• Letters of support</li> </ul>
<p>Donated land for infrastructure (must only account for a maximum of 25 percent of the total resource contribution)</p>	<ul style="list-style-type: none"> <li>• Letters of support</li> <li>• Permits</li> </ul>

<sup>3</sup> Can be from other publicly-funded projects.

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Type of Resource Contribution	Type of Documentation
Low Carbon Fuel Standard revenue	<ul style="list-style-type: none"> <li>• Proof that the revenue is being used for STEP-funded projects</li> </ul>
Lost parking meter revenue at on-street charging stations for shared-user vehicles	<ul style="list-style-type: none"> <li>• Budgets</li> <li>• Letters of support</li> </ul>
Cash from other funding sources, which includes other agency grants and foundation awards <sup>4</sup>	<ul style="list-style-type: none"> <li>• Award announcements</li> <li>• Letters of support</li> </ul>
Project costs <b>after the end of the grant term</b> that maintain the project through the project's lifetime. See all of the above for examples.	<ul style="list-style-type: none"> <li>• Contracts</li> <li>• MOUs</li> <li>• Sustainability plans</li> </ul>
Committed funding for future projects that are eligible under STEP but that are not proposed to be funded by STEP. These projects must be within and benefit the STEP Community and contribute to the community's vision and STEP's objectives.	<ul style="list-style-type: none"> <li>• Award announcements</li> <li>• Contracts</li> <li>• MOUs</li> </ul>

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<sup>4</sup> May not be double-counted with other resource contributions. Cash from other sources may refer to funds that have not been allocated to a specific expense but that will be committed to the project.

# APPENDIX H: DATA COLLECTION REQUIREMENTS

Tables H-1 through H-9, below, list the types of data that CARB will require the Grantee to collect on STEP-funded projects. Additional data may be collected beyond what is presented below, and CARB may require additional data based on the type of projects proposed and selected for funding. CARB and the selected funding recipient will collaborate on finalizing the list of data to be collected. CARB must approve the final data collection plan.

Any data collected that contains personally identifiable information, such as the names, personal phone numbers, and home addresses of end users must be secured and protected in compliance with State and federal privacy laws. All information and data submitted to CARB is the property of CARB and will become a public record. As such, any information or data that contains personally identifiable information should be reported only in aggregate or with the personally identifiable information removed.

The Grantee shall obtain and report to CARB all trip information collected via telematics and surveys. When not obtained, an explanation must be provided. Where possible, data collected should be disaggregated by basic demographic data (e.g., gender, race/ethnicity, age, income).

In addition to data collection and monitoring, the Grantee will be required to provide analysis of the data, including a compilation and summary of the data for each quarterly report and for the final report.

## I. VEHICLES AND CHARGING OR FUELING INFRASTRUCTURE

Basic vehicle data should be captured by data loggers. Data should be collected and reported in a standardized format (e.g., Mobility Data Specification from the Open Mobility Foundation).

**Table H-1: Example Data for Vehicles<sup>1</sup> and Associated Charging or Fueling Infrastructure**

End User Experience
<ul style="list-style-type: none"> <li>i) List of unique identifiers (unique number or code) for all participants or users (including denied or removed participants) with census tract of residents and zip code and basic demographic information, if available</li> <li>ii) Number of users and their membership type (e.g., standard, community, trial)</li> <li>iii) Total number of withdrawn memberships and reason, if applicable and available</li> <li>iv) Total number of applicants approved, if applicable</li> <li>v) Total number of participants removed and reason, if applicable</li> <li>vi) Date of application, date of approval, and date of denial or removal</li> <li>vii) User survey data, including: <ul style="list-style-type: none"> <li>1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)</li> <li>2. Transportation patterns, vehicle ownership, and average annual vehicle miles traveled (e.g., via personal vehicles, ride-hailing, carsharing) in last two years prior to participation in the project</li> <li>3. List of unmet transportation and mobility needs</li> <li>4. Purpose of using the service (e.g., work commute, grocery shopping, medical appointments, etc.)</li> <li>5. Baseline scenario (e.g., if not for the service, would the trip have been taken; if not for the service, what mode would have been used)</li> <li>6. User experience of the vehicle, service, or equipment (e.g., availability, power, capacity to meet travel needs or fleet operation demand, perceived safety, operations and maintenance challenges, service and parts availability, refueling experience, and any barriers)</li> <li>7. User experience of how the vehicle, service, or equipment increased their access to key destinations</li> <li>8. Waiting time for service</li> <li>9. Feedback from participants regarding effectiveness of outreach efforts and materials</li> </ul> </li> </ul>
Vehicle and Charging or Fueling Equipment Specifications
<ul style="list-style-type: none"> <li>i) Vehicle specifications (e.g., type of vehicle, new or used, manufacturer, model, model year, gross vehicle weight rating, fuel type, EPA fuel economy, battery or fuel capacity (in kWh, gallons, kg), vehicle identification number (VIN), vehicle license plate number, class, serial number, etc.)</li> <li>ii) Full propulsion system specifications, including legible emissions control label photo (for vehicles)</li> <li>iii) Connectivity specifications (e.g., on-board modems, mobile apps that can provide trip summary or energy metrics)</li> <li>iv) Age and odometer reading for used vehicles</li> </ul>

<sup>1</sup> See definition in Appendix A.

Vehicle and Charging or Fueling Equipment Specifications

- v) Charging or fueling equipment specifications (e.g., manufacturer, model, model year, serial number, charger level, voltage output, amperage, etc.)
- vi) Purchase or lease date and cost
- vii) Registration date and date of next renewal (for vehicles)
- viii) Insurance information and date of next renewal (for vehicles)
- ix) First date of operation (for both vehicles and charging equipment)
- x) Site locations for charging or fueling equipment (street address or latitude and longitude)
- xi) Description of intended use of vehicle

Vehicle Operation

- i) Number of trips taken in total, per vehicle, and per day
- ii) Description of typical daily use of vehicles
- iii) Number of riders reported for each vehicle trip
- iv) Vehicle usage (e.g., hours of operation per day, days of operation per year, GPS route data [must be able to distinguish between key off and key on but not moving], etc.)
- v) Origin and destination (data should be aggregated in such a way as to not reveal personally identifiable information) or route location
- vi) Miles traveled per trip, per day, and in total, including odometer readings
- vii) Average miles per kilowatt hour
- viii) Average speed per trip

Other

- i) Description of workforce and user training programs, if any, related to the use and maintenance of the zero-emission vehicles. Evaluate the effectiveness of such programs and the costs associated with them.
- ii) Collector and distribution vehicle data for charging electric scooters, bikes, and mopeds or replacing their batteries (e.g., vehicle specifications, vehicle miles traveled, trip purpose)
- iii) Energy or fuel consumption data
- iv) Maintenance and repair data, including insurance policy and warranty claims
- v) Service call data
- vi) Description of any accidents or incidents, including collisions and maintenance and fueling incidents
- vii) Operation and capital cost data
- viii) Cooperative Intelligent Transportation Systems (C-ITS) application
- ix) Description of any data exchange regarding the trip and service with State and local authorities such as cities as a voluntary effort or required by law

## II. TRANSPORTATION SUBSIDIES

**Table H-2: Example Data for Transportation Subsidies**

Subsidies
<ul style="list-style-type: none"> <li>i) Description of service or vehicle subsidized</li> <li>ii) Number of subsidies provided</li> <li>iii) Value per subsidy</li> <li>iv) Description of method of subsidy distribution</li> </ul>
Recipients
<ul style="list-style-type: none"> <li>i) Number of recipients</li> <li>ii) List of unique identifiers (unique number or code) for all recipients with census tract of residents and zip code and basic demographic information, if available</li> <li>iii) Description of targeted audience of subsidies</li> <li>iv) Recipient survey data, including:                             <ol style="list-style-type: none"> <li>1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)</li> <li>2. Transportation patterns, vehicle ownership, and average annual vehicle miles traveled (e.g., via personal vehicles, ride-hailing, carsharing) in last two years prior to participation in the project</li> <li>3. List of unmet transportation and mobility needs</li> <li>4. Purpose of using the service (e.g., work commute, grocery shopping, medical appointments, etc.)</li> <li>5. Baseline scenario (e.g., if not for the subsidy, would the trip have been taken; if not for the subsidy, what mode would have been used)</li> <li>6. Recipient experience of how the subsidy increased their access to key destinations</li> <li>7. Feedback from participants regarding effectiveness of outreach efforts and materials</li> </ol> </li> </ul>

## III. FACILITY OR INFRASTRUCTURE IMPROVEMENTS

Data collection for facility or infrastructure improvements should focus on benefits realized due to project implementation.

**Table H-3: Example Data for Facility or Infrastructure Improvements**

Pedestrian, Bike, or Complete Streets Facilities or Infrastructure
<ul style="list-style-type: none"> <li>i) Location of facility or infrastructure</li> <li>ii) Number of users (e.g., bike and pedestrian counts)</li> <li>iii) User survey data, including:                             <ol style="list-style-type: none"> <li>1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)</li> </ol> </li> </ul>



Pedestrian, Bike, or Complete Streets Facilities or Infrastructure

2. Transportation patterns, vehicle ownership, and average annual vehicle miles traveled (e.g., via personal vehicles, ride-hailing, carsharing) in last two years prior to participation in the project
3. List of unmet transportation and mobility needs
4. Purpose of using the facility (e.g., work commute, grocery shopping, medical appointments, etc.)
5. Baseline scenario (e.g., if not for the facility, would the trip have been taken; if not for the facility, what mode would have been used)
6. Feedback on user experience

Fixed-route Transit System Improvements

- i) Location of transit stop(s) or route
- ii) Number of riders of improved transit system or route
- iii) Rider survey data, including:
  1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)
  2. Transportation patterns, vehicle ownership, and average annual vehicle miles traveled (e.g., via personal vehicles, ride-hailing, carsharing) in last two years prior to participation in the project
  3. List of unmet transportation and mobility needs
  4. Purpose of using the service (e.g., work commute, grocery shopping, medical appointments, etc.)
  5. Baseline scenario (e.g., if not for the service, would the trip have been taken; if not for the service, what mode would have been used)
  6. Feedback on user experience

Renewable Energy Generation or Storage

- i) Monthly amount of renewable energy generated, stored, and utilized
- ii) Costs and savings from onsite energy generation, storage, and production

Broadband Infrastructure

- i) Number of users connected to the funded infrastructure
- ii) Average user bandwidth and speed
- iii) Monthly total data usage and throughput for the funded infrastructure
- iv) User survey data, including:
  1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)
  2. Transportation patterns, vehicle ownership, and average annual vehicle miles traveled (e.g., via personal vehicles, ride-hailing, carsharing) in last two years prior to participation in the project
  3. List of unmet transportation and mobility needs
  4. Purpose of using the broadband service

Broadband Infrastructure
<ul style="list-style-type: none"> <li>5. Baseline scenario (e.g., if not for the service, would the trip have been taken; if not for the service, what mode would have been used)</li> <li>6. User experience of how the broadband service increased their access to key destinations or otherwise served to displace vehicle trips</li> <li>7. Feedback on user experience</li> </ul>

#### IV. PLANS AND PROGRAMS

**Table H-4: Example Data for Plans and Policies**

Plan or Policy
<ul style="list-style-type: none"> <li>i) Schedule of development and implementation</li> <li>ii) Copy of plan or policy once complete</li> <li>iii) Description of impacted or target audience</li> <li>iv) Outcomes of plan or policy, if applicable during grant term</li> </ul>

**Table H-5: Example Data for Programs**

Program
<ul style="list-style-type: none"> <li>i) Schedule of development and implementation</li> <li>ii) Outcomes of program, if applicable during grant term</li> </ul>

Participants
<ul style="list-style-type: none"> <li>i) Number of participants</li> <li>ii) List of unique identifiers (unique number or code) for all participants with census tract of residents and zip code and basic demographic information, if available</li> <li>iii) Participant survey data, including:             <ul style="list-style-type: none"> <li>1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)</li> <li>2. List of unmet transportation needs</li> <li>3. Purpose of participating in the program</li> <li>4. Feedback on participant experience</li> <li>5. Feedback from participants regarding effectiveness of outreach efforts and materials</li> </ul> </li> </ul>

#### V. COMMUNITY ENGAGEMENT, OUTREACH, AND EDUCATION

For all projects, the Grantee shall track and report information on community engagement, outreach, and education conducted to ensure that identified end users in the community have the knowledge necessary to use new transportation services or to participate in decision-making processes during project implementation.

**Table H-6: Example Data for Community Engagement, Outreach, and Education**

Outreach
<ul style="list-style-type: none"> <li>i) Schedule of community engagement, outreach, and education conducted, materials used (including copies of any written documents or surveys used), and number of people contacted</li> <li>ii) Method of outreach (e.g., online, flyer, door-to-door notice, etc.)</li> <li>iii) Evaluation of outreach and engagement strategies deployed</li> </ul>

Events
<ul style="list-style-type: none"> <li>i) Location, date, time of event</li> <li>ii) Type of event (e.g., workshop, in-person meeting, webinar, educational forum)</li> <li>iii) Approximate number of attendees</li> <li>iv) List of unique identifiers (unique number or code) for all participants with census tract of residents and zip code and basic demographic information, if available</li> <li>v) Number of speakers or other active participants</li> <li>vi) Title of event</li> <li>vii) A summary of key takeaways from the event</li> <li>iv) Participant survey data, including:               <ol style="list-style-type: none"> <li>1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)</li> <li>2. Purpose of participating in the event</li> <li>3. Feedback on participant experience</li> <li>4. Feedback from participants regarding effectiveness of outreach efforts and materials</li> </ol> </li> </ul>

## VI. LESSONS LEARNED

For all projects, the Grantee shall track and report information on lessons learned.

**Table H-7: Example Data for Lessons Learned**

Lessons Learned
<ul style="list-style-type: none"> <li>i) Challenges that occurred during implementation and resolutions</li> <li>ii) Successes and best practices</li> </ul>

## VII. JOBS SUPPORTED

Once the grant agreement is executed, the Grantee shall submit the following information to estimate the jobs supported by STEP funds.

**Table H-8: Example Data for Modeled Jobs**

Modeled Jobs
<ul style="list-style-type: none"> <li>i) Top three funded project activities, by cost</li> <li>ii) Percent of total project budget associated with each of the top three project activities</li> </ul>

The Grantee shall track and report information on employment outcomes from funded projects that provide jobs or job training, including the data in the table below.

**Table H-9: Example Data for Employment Outcomes**

Employment Outcomes
<ul style="list-style-type: none"> <li>iii) Job classifications or trades</li> <li>iv) Job training credentials</li> <li>v) Number of jobs provided (in full and for disadvantaged and low-income communities)</li> <li>vi) Total project work hours (in full and for disadvantaged and low-income communities)</li> <li>vii) Average hourly wage (in full and for disadvantaged and low-income communities)</li> <li>viii) Total number of workers that completed job training (in full and for disadvantaged and low-income communities)</li> <li>ix) Description of job quality (e.g., benefits provided such as health care and paid time off)</li> <li>x) Targeted hiring strategy</li> </ul>

## VIII. PROJECT OUTCOMES

The Grantee shall track and report annual data on the outcomes of capital projects for the first three years after they are operational. Data required includes those listed in the table below.

**Table H-10: Example Data for Project Outcome Reporting**

Project Outcomes for Capital Projects
<ul style="list-style-type: none"> <li>i) Average daily ridership</li> <li>ii) Days of operation per year</li> <li>iii) Fuel or electricity use per year</li> <li>iv) Vehicle miles traveled per year</li> </ul>



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**PUBLIC COMMENTS:**

The California Air Resources Board (CARB) is accepting public comments on this Draft Sustainable Transportation Equity Project (STEP) Benefits Calculator and supporting Draft STEP Quantification Methodology until May 21, 2020. The Draft Benefits Calculator and Draft Quantification Methodology are subject to change pending stakeholder comments and the Final STEP Implementation Manual. Comments on the Draft Benefits Calculator and Draft Quantification Methodology may be submitted via:

[GGRFProgram@arb.ca.gov](mailto:GGRFProgram@arb.ca.gov)

The Final STEP Benefits Calculator and Final STEP Quantification Methodology will be available on the California Climate Investments resources webpage at:

<http://www.arb.ca.gov/cci-resources>.

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**ABOUT:**

For the CARB STEP program, CARB staff developed this Draft STEP Benefits Calculator to estimate the greenhouse gas (GHG) emission reductions and selected co-benefits of each proposed project type. In an effort to enhance the analysis, provide greater transparency, and assist in project-level reporting, CARB has included an output tab in this Benefits Calculator for selected co-benefits and key variables.

This Draft Benefits Calculator estimates GHG emission reductions and air pollutant emission co-benefits using methods described in the supporting Draft STEP Quantification Methodology. Other co-benefits estimated in this and other benefits calculator tools use methods described in CARB's Co-benefit Assessment Methodologies. All CARB Co-benefit Assessment Methodologies are available at: <http://www.arb.ca.gov/cci-cobenefits>.

**More information:**

Questions on this Benefits Calculator should be sent to:

[GGRFProgram@arb.ca.gov](mailto:GGRFProgram@arb.ca.gov)

For more information on CARB's efforts to support implementation of California Climate Investments, see:

[www.arb.ca.gov/auctionproceeds](http://www.arb.ca.gov/auctionproceeds)

Questions pertaining to STEP or on receiving technical assistance should be sent to:

[step@arb.ca.gov](mailto:step@arb.ca.gov)

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PROJECT INFO TAB		
Project Name	Name of each quantifiable project within the proposal.	Required Input
Strategy	Categories of projects that Applicants may employ in order to achieve their vision. For the purposes of the STEP Benefits Calculator, projects that are eligible for funding within STEP and for which there are methods to quantify GHG emission reductions fall into one of three strategies. Each strategy may be funded through specific project types. Strategies include Active Transportation, Fixed-route Transit, and Shared Mobility.	Required Input
Project Type	For the purposes of the STEP Benefits Calculator, eligible projects fall into five project types that are eligible for STEP funding and for which there are methods to quantify GHG emission reductions. Each project type may be funded through specific strategies. Project types include New Bikeway Infrastructure, New Pedestrian Infrastructure, New or Expanded Service, System / Efficiency Improvements, and Subsidies.	Required Input
Lead Applicant Name	Lead Applicant Name	Required Input
Date Calculator Completed	Date Calculator Completed	Required Input
Region	Options include: Air Basin or County.	Required Input
Air Basin / County	Air basin or county in which the project is located.	Required Input
STEP Funds Requested (\$)	Total funds awarded within STEP for the project.	Required Input
Other GGRF Leveraged Funds (\$)	Total funds awarded by other GGRF programs for the project. Under the current program structure and to avoid double-counting, funds from other GGRF-funded programs will not capture the GHG emission reductions associated with these STEP projects.	Required Input
Non-GGRF Leveraged Funds (\$)	Other funds leveraged outside of the GGRF programs.	Required Input
Total Funds (\$)	Total funds used for the project.	Calculated

INPUTS TAB		
Year 1	First year of project	Required Input
Final Year	Final year of project. Year 1 plus the useful life of the project. Recommended useful life for any project component that will serve as the core project model is at least 4 years (per program requirements for years of service operation).	Required Input for Shared Mobility and Fixed-route Transit strategies
Vehicle Type	Vehicle type for new vehicle(s) procured for New or Expanded Service project type or existing vehicles in operation for System / Efficiency Improvements and Subsidies project types.	Required Input for Shared Mobility and Fixed-route Transit strategies
Vehicle Model Year	Model year of new vehicle(s) procured for New or Expanded Service project type or existing vehicles in operation for System / Efficiency Improvements and Subsidies project types. If the vehicle has a model year of 2026 or later, use the model year 2025.	Required Input for Transit Bus vehicle type in New or Expanded Service Project Type. Required Input for Sedan, SUV, Van, and Shuttle vehicle types.
Vehicle Fuel Type	Fuel type of new vehicle(s) procured for New or Expanded Service project type or existing vehicles in operation for System / Efficiency Improvements and Subsidies project types.	Required Input for Transit Bus vehicle type in New or Expanded Service Project Type. Required Input for Sedan, SUV, Van, and Shuttle vehicle types.
Primary Use of Service	Primary use of transportation service by passengers. Options include: Local Passenger Trip or Long-distance Passenger Trip.	Required Input for Shared Mobility and Fixed-route Transit strategies
Ride-hailing Service?	Does the project provide on-demand ride services where rides are arranged online to connect a passenger with drivers using their personal vehicles?	Required Input for Sedan, SUV, and Van vehicle types
Are Input Values for One-way Trips or Roundtrips?	Options include: One-Way Trip or Roundtrip. Inputs for each project component must be consistent in their assumptions of one-way or roundtrip values.	Required Input for Shared Mobility and Fixed-route Transit strategies
Number of Vehicles in Year 1	Number of vehicles expected in the first year of the project as a result of the project.	Required Input for New or Expanded Service project type in Fixed-route Transit strategy. Required Input for Shared Mobility strategy.
Number of Vehicles in Final Year	Number of vehicles expected in the final year of the project as a result of the project. If no change is expected from Year 1 to Final Year, this number should be the same as "Number of Vehicles in Year 1".	Required Input for New or Expanded Service project type in Fixed-route Transit strategy. Required Input for Shared Mobility strategy.
Average Occupancy per Vehicle in Year 1	Average number of riders in a single vehicle at any one time in the first year of the project as a result of the project. Defaults are 1 for Standard Bicycle, Electric Bicycle, Electric Moped and Electric Scooter vehicle types. Suggested value is 1.55 for Ride-hailing.	Required Input for Sedan, SUV, Van, and Shuttle vehicle types
Average Occupancy per Vehicle in Final Year	Average number of riders in a single vehicle at any one time in the final year of the project as a result of the project. Defaults are 1 for Standard Bicycle, Electric Bicycle, Electric Moped and Electric Scooter vehicle types. Suggested value is 1.55 for Ride-hailing.	Required Input for Sedan, SUV, Van, and Shuttle vehicle types
Average Number of Vehicle Trips per Vehicle Expected in Year 1	Average number of vehicle one-way trips or roundtrips for a single vehicle expected in the first year of the project as a result of the project. Inputs for each project component must be consistent in their assumptions of one-way or roundtrip values. Make sure the input is the number of vehicle trips, not passenger trips.	Required Input for Shared Mobility strategy
Average Number of Vehicle Trips per Vehicle Expected in Final Year	Average number of vehicle one-way trips or roundtrips for a single vehicle expected in the final year of the project as a result of the project. If no change is expected from Year 1 to Final Year, this number should be the same as "Average Number of Annual Vehicle Trips per Vehicle Expected in Year 1." Inputs for each project component must be consistent in their assumptions of one-way or roundtrip values. Make sure the input is the number of vehicle trips, not passenger trips.	Required Input for Shared Mobility strategy
Length of Average Vehicle Trip	Length of average vehicle one-way trip or roundtrip. Inputs for each project component must be consistent in their assumptions of one-way or roundtrip values. Ride-hailing must include deadhead miles. Suggested value for sedan and SUV is 8.5 mi one-way or 17 mi roundtrip. Suggested value for van and shuttle is 12 mi one-way or 24 mi roundtrip. Suggested values for bicycles and scooters are 1.5 mi and 1 mi, respectively. Make sure the input is the length of average vehicle trip, not passenger trip.	Required Input for Shared Mobility strategy
Increase in Fixed-route Transit Ridership Associated with the Project in Year 1	Annual increase in unlinked passenger trips on fixed-route transit in the first year of the project directly associated with the project.	Required Input for Fixed-route Transit strategy
Increase in Fixed-route Transit Ridership Associated with the Project in Final Year	Annual increase in unlinked passenger trips on fixed-route transit in the final year of the project directly associated with the project. If no change is expected from Year 1 to Final Year, this number should be the same as "Ridership on Fixed-route Transit in Year 1".	Required Input for Fixed-route Transit strategy
Length of Average Passenger Trip on Fixed-route Transit	Length of average passenger trip on fixed-route transit as a result of the project. For suggested values for public transit, refer to Appendix A in the STEP User Guide.	Required Input for Fixed-route Transit strategy
Average Expected VMT per Vehicle in Year 1	Average vehicle miles traveled for a single vehicle associated with the project expected in the first year of project, including miles traveled carrying passengers as well as all deadhead miles. Optional input for Shared Mobility strategy if this information is available and will result in a more precise output than calculations from the inputs above.	Required Input for New or Expanded Service project type in Fixed-route Transit Strategy. Optional Input for Shared Mobility strategy.
Average Expected VMT per Vehicle in Final Year	Average vehicle miles traveled for a single vehicle associated with the project in the final year of project, including miles traveled carrying passengers as well as all deadhead miles. If no change is expected from Year 1 to Final Year, this number should be the same as "Expected Total VMT in Year 1". Optional input for Shared Mobility strategy if this information is available and will result in a more precise output than calculations from the inputs above.	Required Input for New or Expanded Service project type in Fixed-route Transit Strategy. Optional Input for Shared Mobility strategy.
Percent Renewable Electricity Installed for Vehicle Charging	Renewable electricity generated on-site from solar panels or other sources as a percent of total electricity consumption. Optional for projects with electric or plug-in hybrid vehicles.	Optional Input for Shared Mobility and for New or Expanded Service project type in Fixed-route Transit strategy

Percent Renewable Electricity Purchased for Vehicle Charging	Additional renewable electricity purchased from the electricity provider as a percent of total electricity consumption. Optional for projects with electric or plug-in hybrid vehicles. This is in addition to the renewable electricity generated on standard grid.	Optional Input for Shared Mobility and for New or Expanded Service project type in Fixed-route Transit strategy
Existing Bikeway Class	Options include: Class II bike lane or None. If a Class III bikeway exists, select "None".	Required Input for New Bikeway Infrastructure project type in Active Transportation strategy
New Bikeway Class	Options include: Class I bike path, Class II bike lane, or Class IV cycle track.	Required Input for New Bikeway Infrastructure project type in Active Transportation strategy
One-Way Facility Length (miles)	One-way length of the new bike facility.	Required Input for Active Transportation strategy
Average Daily Traffic (vehicle trips per day)	Average two-way daily traffic volume on a road parallel to new facility.	Required Input for Active Transportation strategy
University Town with Population < 250,000?	Is the city in which the facility is located a university town with a population of less than 250,000? Yes or no.	Required Input for Active Transportation strategy
Number of Key Destinations within ¼ Mile	Number of key destinations that exist within ¼ mile of any part of the new bike facility. Examples of key destinations include: bank or post office, child care center, grocery store, medical center, office park, pharmacy.	Required Input for Active Transportation strategy
Number of Key Destinations within ½ Mile	Number of key destinations that exist within ½ mile of any part of the new bike facility. Examples of key destinations include: bank or post office, child care center, grocery store, medical center, office park, pharmacy.	Required Input for Active Transportation strategy
Annual Number of Fares Associated with Project (quantity per year)	Number of fares associated with the project annually (quantity per year). Inputs for each project component must be consistent in their assumptions of one-way or roundtrip values. Inputs for number of fares and fare value must be consistent in their definition of fare (e.g. fare per passenger trip, fare per vehicle trip, daily or monthly fare).	Required Input for New or Expanded Service and System / Efficiency Improvements project types in Fixed-route Transit and Shared Mobility strategies
Average Fare Associated with Project (\$ per fare)	Average value of each individual fare associated with the project (\$ per fare). Inputs for each project component must be consistent in their assumptions of one-way or roundtrip values. Inputs for number of fares and fare value must be consistent in their definition of fare (e.g. fare per passenger trip, fare per vehicle trip, daily or monthly fare).	Required Input for New or Expanded Service and System / Efficiency Improvements project types in Fixed-route Transit and Shared Mobility strategies
Annual Number of Subsidies Associated with Project (quantity per year)	Number of subsidies provided by the project annually (quantity per year). Inputs for number of subsidies and the value of each subsidy must be consistent in their definition of subsidy (e.g. subsidy per passenger trip, subsidy per vehicle trip, daily or monthly subsidy).	Required Input for Subsidies project type in Fixed-route Transit and Shared Mobility strategies
Average Value of Each Subsidy Associated with Project (\$ per subsidy)	Average value associated with each individual subsidy provided by the project (\$ per subsidy). Inputs for number of subsidies and the value of each subsidy must be consistent in their definition of subsidy (e.g. subsidy per passenger trip, subsidy per vehicle trip, daily or monthly subsidy).	Required Input for Subsidies project type in Fixed-route Transit and Shared Mobility strategies

CO-BENEFITS		
Net Passenger Auto VMT Reductions (miles)	Passenger auto vehicle miles traveled displaced by new mobility service due to mode shift as a result of the project minus vehicle miles traveled in passenger autos from the new mobility service.	Calculated
Net Fossil Fuel Use Reductions (GGE)	Net changes in the quantity of fossil fuels used in terms of gasoline gallon equivalent due to conversion to an alternative energy or fuel source as a result of the project.	Calculated
Travel Cost Savings (\$)	Changes in travel costs to the users due to mode shift as a result of the project.	Calculated
Community Engagement Level	Evaluation of the quantity, quality, and equity of the community engagement conducted. Options are Low, Medium, and High.	Calculated



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### Benefits California for the Sustainable Transportation Equity Project California Climate Investments

Applicants must use this Benefits Calculator Tool to report the estimated GHG benefits and selected co-benefits associated with proposed projects. In addition to STEP application requirements, applicants for GGRF funding are required to document results from the use of this Benefits Calculator, including supporting materials to verify the accuracy of project-specific inputs. Applicants are required to provide electronic documentation that is complete and sufficient to allow the calculations to be reviewed and replicated. Paper copies of supporting materials must be available upon request by agency staff.

#### General Documentation

The following checklist is provided as a guide to applicants; additional data and/or information may be necessary to support project-specific input assumptions.

	Documentation Description	Completed?
1.	Project description, including excerpts or specific references to the location of project information in the main STEP application that is necessary to complete the applicable portions of this Benefits Calculator.	
2.	Populated STEP Benefits Calculator Tool (this file) (in .xls) (ensure that all applicable fields in the GHG Summary and Co-benefits Summary tabs are populated).	
3.	Any other information as necessary and appropriate to substantiate STEP Benefits Calculator inputs (see below for list of additional documentation).	



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**Project-Specific Documentation**

Some applicant-provided data may require additional documentation to substantiate the inputs. The expected documentation includes, but is not limited to, that described in the table below, organized by quantifiable project type.

Quantifiable Project Type	Additional Documentation	Completed?
New or Expanded Service	<ul style="list-style-type: none"> <li>• Documentation to support annual ridership estimates directly associated with proposed project (from local transit agency or mobility service provider)</li> <li>• Documentation to support VMT of new vehicles (from local transit agency or mobility service provider)</li> <li>• Documentation of fares for new service (from local transit agency or mobility service provider)</li> <li>• Documentation of renewable electricity used to charge new vehicles, if applicable</li> </ul>	
System / Efficiency Improvements	<ul style="list-style-type: none"> <li>• Documentation to support increase in annual ridership directly associated with proposed project (from local transit agency or mobility service provider)</li> <li>• Documentation to support VMT of vehicles directly associated with the proposed project (from local transit agency or mobility service provider)</li> <li>• Documentation of fares for improved service (from local transit agency or mobility service provider)</li> <li>• Documentation of renewable electricity used to charge new vehicles, if applicable</li> </ul>	



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<p>Subsidies</p>	<ul style="list-style-type: none"> <li>• Documentation to support increase in annual ridership directly associated with proposed project (from local transit agency or mobility service provider)</li> <li>• Documentation to support VMT of vehicles directly associated with the proposed project (from mobility service provider), if applicable</li> <li>• Documentation of fares for new service (from local transit agency or mobility service provider)</li> <li>• Documentation of renewable electricity used to charge new vehicles, if applicable</li> </ul>	
<p>New Bikeway Infrastructure or New Pedestrian Infrastructure</p>	<ul style="list-style-type: none"> <li>• Documentation of the type, location, and length of the facility, including key destinations in 1/4 and 1/2 mile buffers around each facility</li> <li>• Documentation of average daily traffic for the street parallel to each proposed bike facility</li> </ul>	



# APPENDIX J: DRAFT SAMPLE GRANT AGREEMENT

An actual Grant Agreement will align with a project's implementation plan, schedule, budget, and other details. Note, however, that much of the language in a Grant Agreement is not subject to change and not negotiable, including but not limited to the language in sections J. Oversight and Accountability, K. Project Records, and N. General Provisions.

EXHIBIT A

## GRANT PROVISIONS

### A. AGREEMENT

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to \_\_\_\_\_ (hereinafter referred to as the Grantee).

The parties agree to comply with the requirements and conditions herein as well as all commitments identified in the Grantee Proposal Package (Exhibit C) and the Fiscal Year (FY) 2019-20 Grant Solicitation for the Sustainable Transportation Equity Project (STEP) (Exhibit D).

### B. GRANT ACKNOWLEDGEMENT

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for STEP, as outlined in the California Climate Investments Messaging and Communications Guide.<sup>1</sup> Below are specific requirements for acknowledgement.

The Grantee agrees to acknowledge the California Climate Investments program from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" program.' Guidelines for the usage of the California Climate Investments logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas

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<sup>1</sup> California Climate Investments Communications Guide <http://www.caclimateinvestments.ca.gov/logo-graphics-request>

Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



The Grantee agrees to acknowledge CARB as a funding source for STEP when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



Finally, when preparing flyers, brochures, or other handout material that will be used to promote STEP as one of CARB's Low Carbon Transportation Investment projects, the Grantee will incorporate Moving California typeset and branding, as appropriate. Moving California is the branding of CARB's suite of Low Carbon Transportation Investment projects, including both light- and heavy-duty projects. The Moving California typeset is displayed below and branding materials will be provided by the CARB Project Liaison.

### C. GRANT SUMMARY AND AMENDMENTS

Project Title: STEP  
Authorized Official:  
Title:

Total Grant Amount: \$  
Total Resource Contribution: \$

#### D. GRANT PARTIES AND CONTACT INFORMATION

1. The CARB Project Liaison is Bree Swenson. Correspondence regarding this project shall be directed to:

Bree Swenson  
Sustainable Transportation and Communities Division  
California Air Resources Board  
1001 I Street  
Sacramento, California 95814  
Phone: (916) 440-8284  
Email: [Breanna.Swenson@arb.ca.gov](mailto:Breanna.Swenson@arb.ca.gov)

2. The Grantee Liaison is \_\_\_\_\_. Correspondence regarding this project shall be directed to:

Grantee Liaison Name:  
Title:  
Address:  
Phone:  
Email:

3. If the CARB Project Liaison identified above changes, CARB will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee will notify the CARB Project Liaison of said change and provide the new contact information.

#### E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by parties. Performance on this Grant ends once the Grantee has submitted and CARB approves the final report or if this Grant is terminated, whichever is earlier.
2. Upon completion of the project, the Grantee shall submit a draft final report to the CARB Project Liaison no later than **January 31, 2025**.
3. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2025**.
4. The CARB Executive Officer retains the authority to terminate, or reduce the grant amount of, this Grant Agreement for nonperformance. In the event of such termination or reduction of the grant amount, Section G.7, Termination

and Suspension of Payments, of this Grant Agreement shall apply.

## F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing STEP.

### 1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

### 2. The Grantee's Tasks

At a minimum, the Grantee's program duties and requirements include, but are not limited to, the following tasks:

- a. The Grantee's key project personnel will participate in meetings with CARB staff. The Grantee may be asked to schedule additional meetings at the sole discretion of the CARB Project Liaison. Meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.
  - i. Initial Project Kick-off Meeting: The Grantee's key project personnel, in collaboration with CARB's Project Liaison, will plan, conduct, and attend an initial meeting with CARB staff following execution of the Grant Agreement. Topics for discussion may include, but not be limited to, the following:
    1. Project tasks, timelines, and milestones
    2. Project design and community engagement, outreach, and education

- activities
- 3. Content and format for quarterly reports and final reports
- 4. Schedule for ongoing coordination meetings
- 5. Participant surveys and reporting
- 6. Other items as necessary
- ii. Ongoing Project Coordination: Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status held at least quarterly, as well as a final meeting, or conference call pending CARB Project Liaison approval, held at the conclusion of the project. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. Meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison. Project coordination and review meetings are the responsibility of the Grantee and should contain:
  - 1. Agenda for the meeting with conference call information provided prior to the meeting
  - 2. Discussion of project activities, deliverables, schedule, and milestones
  - 3. Discussion of any difficulties encountered since the last project update
  - 4. Concerns or questions requiring resolution from CARB
  - 5. Notification of any pending disbursement requests
  - 6. Scheduling the next project coordination meeting
- iii. Responses to CARB and public requests in a timely manner.
- iv. Coordination with other CARB projects (e.g., One Stop Shop, Clean Mobility Options Voucher Pilot) where appropriate and as requested by CARB.
- b. The Grantee will coordinate with all project partners, including Sub-grantees and Community Partners, following the decision-making structure and the governance, legal, and financial relationships set out in the Partnership Structure. This must include:
  - i. Regular communication with all Sub-grantees, such as check-ins to keep track of progress made and troubleshoot issues encountered. The

Grantee is responsible for keeping CARB informed of progress on all projects, including those that are being led by one of the Sub-grantees.

- ii. Regular communication with all Community Partners in a mutually agreed-upon format to share progress and receive feedback on project implementation and design
  - iii. Accessible public meetings to share progress and receive feedback on project implementation and design
  - iv. Updates to Community Partners and other community stakeholders on how their feedback is being incorporated into the design and implementation of the project
  - v. Incentivize participation of all project partners, including Community Partners, appropriately
- c. The Grantee will directly and actively engage community residents during project implementation to ensure that project design and implementation meet the needs of the residents. The Grantee must:
- i. Use community engagement methods recommended in the Community Inclusion Guidance
  - ii. Develop and implement a process for community engagement that maximizes the power of community residents to make decisions about project design and implementation.
  - iii. Conduct community engagement activities that help maximize residents' ability to participate, such as translating meetings and materials and scheduling meetings at times that are convenient to community residents
  - iv. Focus on engaging hard-to-reach residents whose interests have historically been under-represented
  - v. Incentivize community residents appropriately for their time and expertise during their participation in community engagement activities
- d. The Grantee will conduct outreach and education with community residents to help ensure that identified end users in the community have the knowledge necessary to use new transportation services and to inform their participation in decision-making processes. The Grantee must:
- i. Use outreach and education methods recommended in the Community Inclusion Guidance
  - ii. Conduct outreach and education activities that meet the needs of the

residents, such as translating materials and creating events at times that are convenient to community residents

- iii. Educate community residents about other applicable CARB funding opportunities, including One Stop Shop and the clean vehicle ownership programs (e.g., CVRP, Clean Cars 4 All, CVAP), and supporting California Energy Commission funding opportunities (e.g., the California Electric Vehicle Infrastructure Project)
- e. Develop Policies and Procedures Manuals. Such documents and process flow charts should describe the Grantee's administrative actions for evaluating and processing project participants, tracking vehicle maintenance for all project vehicles, and data gathering and reporting for all aspects of the project. Examples include, but are not limited to:
  - i. Organizational charts
  - ii. Details on how key project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded, including, but not limited to:
    1. Community engagement, outreach, and education
    2. Participant information, enrollment, and tracking
    3. Vehicle reservations, tracking, and maintenance
    4. Data collection and reporting
  - iii. Develop and maintain accounting procedures to track expenditures by:
    1. Grant Agreement number
    2. Fiscal year
    3. Funding source
  - iv. Provisions to protect against conflict of interest
  - v. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred
  - vi. Provisions to protect personally identifiable information
- f. Establish and maintain records on, but not limited to, participants, vehicles,

Electric Vehicle Supply Equipment (EVSE), fuel, and maintenance as follows:

- i. Identify participant data that are confidential and develop measures to keep these data confidential. For example, residential addresses must be kept confidential.
  - ii. Record the physical address and census tracts of each location that project vehicles are domiciled or operated within and each location EVSE is installed.
  - iii. Develop a systematic process and schedule to back up database(s) on a daily basis at a minimum.
  - iv. Develop and enforce security measures to safeguard project database(s).
  - v. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
  - vi. Retain files during the term of the Grant Agreement plus three years after the grant term expires.
  - vii. Transfer all project records to CARB once the project ends or three years after the grant term expires, whichever comes first.
- g. Fulfill any needed CEQA requirements.
- h. The Grantee will report on and assess progress throughout project implementation via participant and project metrics, Status Reports, and the Final Report, as follows:
- i. The Grantee will develop plans for the collection of data and carry out those plans using appropriate metrics and tools. Metrics should include information about transportation modes used and trips taken by community residents before and after the project's implementation. CARB will coordinate with the Grantee to identify parameters and determine the most effective mechanism for obtaining information and measures to safeguard confidential individual information. At a minimum, participant metrics should be collected prior to launch of a new project, midway through a project, and at the end for Final Report reporting.
  - ii. For all projects, the Grantee will track and report metrics, such as, but not limited to, the information outlined in Appendix H of this Grant Solicitation. The Grantee must track and report this data at least quarterly.
  - iii. Participate in third-party research projects as requested by CARB.



- iv. Status Reports: The Grantee will submit numbered status reports accompanying grant disbursement requests to CARB at least quarterly, but may submit on a monthly basis if necessary to justify more frequent disbursements with prior approval from CARB. These reports must be approved by CARB and must contain at minimum, in either Microsoft Word or PDF as a single electronic file, the information outlined in Section I of this Grant Agreement.
- v. Final Report: The Grantee will provide a Draft Final Report within 90 days of project completion or by January 31, 2025, whichever comes first. Final reports will contain at minimum the information outlined in Section I of this Grant Agreement.
- i. The Grantee will implement the combination of projects defined in the Grantee's proposal. Any modifications to or additional design of projects will incorporate community decision-making. Project designs may include a combination of the projects described in Appendix E of the Grant Solicitation. For all of the projects identified in the Grantee's proposal, each project must:
  - i. Meet applicable State laws
  - ii. Meet STEP's objectives, including:
    1. Address a community-identified transportation need
    2. Support increasing access to key destinations
    3. Facilitate or achieve GHG emission reductions
  - iii. Meet all requirements specified in Appendix E of the Grant Solicitation
- j. The Grantee may add additional projects with the approval of CARB. Any additions will incorporate community decision-making. The Grantee must show that each project will:
  - i. Meet applicable State laws
  - ii. Meet STEP's objectives, including:
    1. Address a community-identified transportation need
    2. Support increasing access to key destinations
    3. Facilitate or achieve GHG emission reductions

- iii. Meet all requirements specified in Appendix E of the Grant Solicitation
- k. Meeting applicable requirements of statutes; applicable State law; the FY 2019-20 Funding Plan; the FY 2019-20 STEP Implementation Grant Solicitation; this Grant Agreement; and all Attachments, Exhibits, and Appendices to this Grant Agreement. The FY 2019-20 Funding Plan for Clean Transportation Incentives is available at:  
<https://ww2.arb.ca.gov/sites/default/files/2019-09/fy1920fundingplan.pdf>

## G. FISCAL ADMINISTRATION

### 1. Budget

- a. The maximum amount of this Grant is \$XX. Under no circumstance will CARB reimburse the Grantee for more than this amount. A formal Grant Agreement amendment is required whenever there is a change to the amount of this grant.
- b. The budget for this program is shown in Exhibit B, Attachment I. Grant Disbursement Requests (Form MSCD/ISB-90) for funds shall not exceed the grant amount.
- c. No grant funds may be used to purchase equipment or computers that would be required to be returned to the State at the completion of STEP.
- d. Under no circumstance will CARB reimburse a Grantee for vehicles or equipment that exceeds the purchase price.
- e. Line item shifts are not anticipated under this program. However, shifts of up to 10 percent of the grant total may be made over the life of the grant, subject to prior written approval from CARB. Line item shifts greater than 10 percent require a formal amendment to the grant. Line item shifts may be proposed by either CARB or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be approved in writing by CARB within 10 business days of approval for inclusion in the grant folder. If the grant is formally amended, all line item shifts must be included in the amendment.
- f. Funds not liquidated by March 31, 2025 must be returned by **June 30, 2025**. Expenditure of funds granted may not be reduced due to any loss incurred in an insured bank or investment account.

### 2. Pilot Project Eligible Costs

Draft allowable expenditures for costs associated with the grant are defined in Appendix E of the Grant Solicitation and subject to change pending the selected Grantee's proposal and work plan.

### 3. Resource Contributions

Resource contributions from the Grantee can be used to increase the number of vehicles or equipment funded or to increase the effectiveness and timeliness of other project elements, as directed by CARB. Resource contributions must meet the criteria specified in Appendix G of the Grant Solicitation and the additional following criteria:

- a. Documentation of resource contributions must be retained for a minimum of three years after the grant term has ended.
- b. Funds expended on resource contributions must be documented in the STEP Final Report to CARB.

Resource contributions are further defined in Appendix G of the Grant Solicitation.

### 4. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to Grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
  - v. Has no outstanding financial audit findings related to any of the moneys

eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service

- vi. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement
  - vii. Submits a spending plan to CARB for review prior to receiving the advance payment
  - viii. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all State grant programs
  - ix. CARB shall consider the available fund balance when determining the amount of the advance payment
  - x. Reports to CARB any material changes to the spending plan within 30 days
  - xi. Agrees to not provide advance payment to any other entity
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
  - f. The Grantee must complete and submit to CARB for review and approval an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.
  - g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
  - h. The Grantee assumes legal and financial risk of the advance payment.
  - i. The Grantee shall place funds advanced under this section in an interest-bearing account. The Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A, or will be returned to CARB.
  - j. The Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section I (Reporting and Documenting Expenditure of State Funds) of this Grant Agreement.

- k. The Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term or the reversion date of the appropriation, whichever comes first.

#### 5. Grant Disbursements

With each disbursement request, the Grantee must provide documentation as required in this section:

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections G and I of this Grant Agreement. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form; has completed milestones stipulated in Exhibit B, Attachment II; the requirements specified herein, including Section F, Section G, Section H, and Section I of this Grant Agreement have been accomplished; documentation of accomplishment has been provided to CARB in the form of the Status Report; and any associated deliverables (if applicable) have been provided to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit B, Attachment II (with the exception of the final disbursement of funds), necessary to assure the goals of the program are met.
- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Sections F, G, H and I of this Grant Agreement). A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented; that a deliverable meeting specifications has not been provided; that claimed expenses are not documented, not valid per the budget, or not reasonable; or that the Grantee has not met other terms of the grant.
- c. Requests for project funds in advance of performing the work or incurring the cost requires an Advance Payment Request Form (see Section G.5, Advance Payment) and a detailed list of the future work the Grantee intends to fund with the disbursement. The Grantee must demonstrate in a subsequent report that the advance has been expended appropriately by supplying documents required in Section G.6, Grant Disbursements. The recipient of a CARB advance payment cannot advance pay any other entity. No further advance shall be disbursed until the Grantee is fully compliant with all terms of the grant. Failure to comply shall require the Grantee to return all amounts of the inappropriate or unapproved expenditure to CARB within 45 calendar days of written notification.

- d. The Chief of the Sustainable Transportation and Communities Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Sustainable Transportation and Communities Division, are not reasonable or do not comply with the Grant Agreement.
  - e. The Grantee shall mail completed and signed Grant Disbursement Requests to the CARB Project Liaison.
  - f. CARB will withhold payment of up to 1 percent of the grant funds until completion of the Final Report, intellectual property has been relinquished to CARB in accordance with Sections I and L of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
  - g. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
  - h. The Grantee will pay out CARB funds to other Sub-grantees or subcontractors on a reimbursement basis only.
6. Suspension of Payments and Grant Termination
- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
  - b. CARB reserves the right to terminate this grant upon 30 days' written notice to the Grantee. In case of early termination, the Grantee will submit a Grant Disbursement Request, a Status Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions. Upon receipt of the Grant Disbursement Request Form and Status Report, and when all intellectual property has been relinquished to CARB, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount

paid shall not exceed the total grant amount.

- c. Upon termination, grant funds must be returned to CARB within 45 days.

## 7. Contingency Provision

In the event this grant is terminated for any reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored Applicant and if an agreement cannot be reached, to the next Applicant(s) until an agreement is reached. If CARB is unable to award a grant under these circumstances, CARB may award a grant in a manner consistent with direction provided in the FY 2019-20 Funding Plan for STEP.<sup>2</sup>

## 8. Documentation of Administration Funds

- a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to STEP implementation and outreach.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee Proposal Package (Exhibit C) are considered pre-approved by CARB.
- c. Printing, mailing, records retention, and travel expenses must be documented with receipts or invoices.
- d. Any reimbursement for necessary supporting project costs need receipts or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set by the California Department of Human Resources (CalHR). No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The CalHR travel and per diem reimbursement amounts may be found online at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after

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<sup>2</sup> Funding Plan for Fiscal Year 2019-20 <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>

submittal of the final STEP grant disbursement request to CARB.

- g. The above documentation must be provided to CARB in quarterly Status Reports and a Final Report.

#### 9. Earned Interest

“Earned interest” means any interest generated from State funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on STEP funds must be reported to CARB. All interest income on STEP funds must be expended on eligible program costs (see Section G of this Grant Agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and reinvested into STEP or returned.
- b. All interest income on advance payment at CARB’s discretion must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds or returned.
- c. The Grantee must maintain accounting records (e.g., general ledger) that track interest earned and expended on STEP funds, as follows:
  - i. The calculation of interest must be based on average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
  - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-STEP funds.
  - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee’s other fiscal programs.
  - iv. Earned interest must be fully expended by March 31, 2025 or returned to CARB.
- d. Documentation of interest earned on STEP funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on STEP must be retained for a minimum of three years after the funds have been reinvested into the project.
- e. The above documentation must be provided to CARB in Status Reports and a Final Report.



## H. PROJECT MONITORING AND MEETINGS

### 1. Meetings

- a. Initial meeting: A meeting will be held between key program personnel and the CARB Project Liaison before work on the program begins. The purpose of the initial meeting is to discuss the overall approach, details of performing essential tasks, the program schedule and milestones, details of work group process, and any issues that may need to be resolved prior to beginning work. Topics may include process for program decision-making and frequency and process for ongoing project team coordination.
- b. Review meetings: After the initial meeting with CARB staff, monthly meetings will be required until the tasks related to project initiation (scope of work, task dates, etc.) are finalized. After the project is operational, CARB and the Grantee can hold less frequent meetings (quarterly, at minimum), if deemed appropriate. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by the CARB Project Liaison. The Grantee is responsible for developing the agenda in collaboration with the CARB Project Liaison, and for facilitating the meetings.
- c. Site visits: If applicable, site visits shall be established by CARB Project Liaison during the term of this grant.

### 2. Technical Monitoring

- a. Any changes in the scope or schedule for the program shall require the prior written approval of the CARB Project Liaison and may require a written Grant Agreement amendment.
- b. The Grantee shall notify the CARB Project Liaison in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment III).
- c. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the program schedule must be requested in writing to the CARB Project

Liaison and approved by CARB, in its sole discretion, and may require a Grant Agreement amendment.

## I. REPORTING AND DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of funds. The documentation must be provided in Status Reports submitted at a minimum every three months to CARB and a Final Report submitted prior to the Grantee receiving their last disbursement of project funds.

### 1. Status Reports

- a. The Grantee shall submit Status Reports at a minimum of three-month intervals. The Status Reports shall be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting.
- b. Status Reports provide a mechanism for the Grantee to justify a need for additional grant disbursements from CARB.
- c. Every Grant Disbursement Request Form (MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone specified in Exhibit B, Attachment II.
- d. Each Status Report must include, at minimum:
  - i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number
  - ii. Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan
  - iii. Statement of work expected to be completed by the next progress report
  - iv. Notification of problems encountered and an assessment of their effects on the project's outcomes
  - v. Data collected from vehicles, facilities, and participants since the last data reporting
  - vi. Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of

participants, where applicable

- vii. Accounting records, including expenditure and income information and supporting documentation
  - viii. Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for) and any other appropriate documentation
  - ix. Discussion of the project's adherence to the project timeline
  - x. Other data and analysis as mutually agreed upon between the Grantee and CARB
- a. If the tasks outlined in this Grant Agreement are behind schedule, the Grantee must notify CARB immediately and explain how they will return to schedule.

## 2. Final Report

- a. When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified herein. Upon approval of the draft Final Report by CARB Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.
- b. The Grantee must provide a Final Report to CARB after all STEP funding has been expended. The Final Report must be submitted within 90 days of program completion or by March 31, 2025, whichever comes first. A draft Final Report is due to CARB by January 31, 2025.
- c. The Final Report must include, at a minimum:
  - i. Total expenditures in detail to date and for the period between the last quarterly report and the Final Report
  - ii. Excel spreadsheet of all funded projects and project milestones
  - iii. Summary report of the projects for the period covered by the Grant Agreement (may be provided as summaries or previously submitted Status Reports – see Status Report)
  - iv. Overview of the project as whole from inception through the end of the grant term, including project and community background, partnerships, and funding sources

- v. Assessments of behavior change and participant evaluations, such as results of any pre- and post-project surveys conducted
- vi. Changes in participant knowledge of and acceptance of clean transportation options and funded projects
- vii. Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts
- viii. Electricity and fuel usage information for project and baseline vehicles and EVSE, as applicable
- ix. Estimated GHG and other air pollutant emission reductions achieved
- x. Other co-benefits provided by the project as mutually agreed upon between the Grantee and CARB
- xi. Accounting records, including expenditure and income information and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
- xii. Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities
- xiii. Implementation challenges and recommendations for potential program improvements
- xiv. Other data and analysis as mutually agreed upon between the Grantee and CARB

## **J. OVERSIGHT AND ACCOUNTABILITY**

1. The Grantee shall comply with all oversight responsibilities.
2. CARB or its designee may recoup the grant funds which were received based upon misinformation or fraud, or for which a Grantee is in significant or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in STEP due to non-compliance with program requirements.
3. If the Grantee detects any actual or potentially fraudulent activity by anyone or entity associate with the project, it shall notify CARB as soon as possible and

work with CARB to determine an appropriate course of action.

## K. PROJECT RECORDS

As further described below, program records include but are not limited to Grantee, financial, and participant records. All project records must be retained for a period of three (3) years after final payment under this grant. All project records are subject to audit pursuant to Section N (4) of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all program records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

### 1. Grantee Records

The Grantee shall retain a STEP file containing:

- b. Original executed copy of the STEP Grant Agreement and Grant Agreement Amendments (if applicable)
- c. Policies and Procedures Manual
- d. Copies of Grant Disbursement Request Forms and attachments
- e. Copies of Status Reports
- f. Documentation of earned interest generation and expenditure (see Section G for more information)

### 2. Financial Records

Without limitation of the requirement to maintain program accounts in accordance with generally accepted accounting principles, the Grantee must:

- a. Establish an official file for the project, which shall adequately document all significant actions relative to the program
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and in-kind donations, if any
- d. Establish an accounting system which will adequately depict final total costs

of the project, including grant implementation costs

### 3. Project Participant Records

The Grantee is required to establish and maintain participant records, which must include, at minimum:

- a. Project participant proposals (denied, approved, and removed)
- b. Initial participant surveys and survey updates
- c. Unique identifier that links each project to its corresponding project and associated cost
- d. Documentation of any deviations from the normal processing of projects (examples include enforcement action, CARB case-by-case approvals)

## L. INTELLECTUAL PROPERTY

Any webpage(s), software, databases, program data, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing STEP are the property of CARB.

## M. CONFIDENTIALITY AND DATA SECURITY

It is expressly understood and agreed that information the Grantee collects on behalf of the State or from a third party in performing its obligations under this Grant Agreement may be deemed confidential by the State. Therefore:

1. All information or data gathered pursuant to this grant shall be held confidential and released only to CARB or other entities as CARB may specify in writing.
2. The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
3. Information or data, including but not limited to all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information, data or application records.

4. The Grantee must observe complete confidentiality with respect to such information or data collected pursuant to this grant, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
5. The Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
6. The Grantee must ensure that the Grantee's employees are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying, revealing, or utilizing for any purpose in fulfillment of this grant, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
7. The Grantee shall limit access to information and data gathered pursuant to this grant only to necessary employees to perform their job duties.
8. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
9. The Grantee must notify the State promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof, by any person other than those authorized by this document.
10. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
11. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party without CARB's written consent except when required by law or legal process.
12. The Grantee must not use, without CARB written approval, any CARB materials for any purpose other than performing the agreed upon services.
13. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this grant.
14. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen

information, data, or equipment developed or collected pursuant to this grant to CARB immediately.

15. The Grantee must provide CARB all pass phrases and passwords for private keys to encrypt data used, produced, or acquired in the course of performing duties under this Grant Agreement.
16. The Grantee must sign non-disclosure and confidentiality agreements as provided by CARB.
17. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
18. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to security incident resulting from the Grantee's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft, or misuse of information or data developed or gathered pursuant to this grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB. If CARB determines that notice to the individuals whose data has been lost or breached is appropriate, the Grantee will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
19. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to public records act requests.

## N. GENERAL PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without consent of CARB in a formal written amendment.
3. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available,



the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

4. **Audit:** The Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant and all State funds received. The Grantee agrees to maintain such records for possible audit for three (3) years after the term of this grant is completed, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include similar right of the State audit records and interview staff in any grant related to performance of this agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
6. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and federal conflict of interest laws. The Grantee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest with its duties throughout the grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the grant term.
7. **Disadvantaged communities:** The Grantee, for the purposes of this program, will designate disadvantaged communities, as identified by CalEnviroScreen 3.0. The identified disadvantaged community census tracts are available at: <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>.
8. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with the CARB Project Liaison shall be subject to

resolution by the CARB Executive Officer, or designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

9. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
10. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
11. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

12. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of

California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

13. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work. The Grantee will pay out CARB funds to other entities on a reimbursement basis only.
14. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this grant award.
15. **Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CARB.
16. **Non-discrimination clause:** During the performance of this Grant Agreement, the Grantee and its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment against any employee or Applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and Applicants for employment are free from such discrimination and harassment. The Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov.Code §2990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7825 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

17. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation, or undertaking establish herein.
18. **Ownership:** All information, data, documents, intellectual property including but not limited to webpages received or generated by the Grantee under this grant is the property of CARB. No information, data, documents, intellectual property received or generated under this grant shall be released without CARB's approval.
19. **Personally Identifiable Information:** Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or project records.
20. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
21. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
22. **Severability:** If a court of competent jurisdiction holds any provision of this Grant agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
23. **Termination:** In addition to the termination provisions in Section G of this Grant Agreement, CARB may terminate this Grant Agreement by written notice at any time prior to completion of this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement. CARB also reserves the right to terminate this grant upon 30 days written notice to the Grantee if CARB determines that the project has not progressed satisfactorily during the previous three months and the Grantee and CARB have been unable to agree

on modifications. Upon termination, the Grantee must return unused grant funds to CARB within 45 calendar days.

24. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete the project in an expeditious manner.
25. **Waiver of rights:** Any waiver of rights with respect to a default or other matter arising under this Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

## O. INSURANCE REQUIREMENTS

The Grantee must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments will be made under the grant until the Grantee fully complies with all insurance requirements.

1. General Provisions Applying to All Policies:
  - a. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
  - b. Policy Cancellation or Termination & Notice of Non-Renewal – The Grantee is responsible to notify the Program Administrator within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this grant upon the occurrence of such event, subject to the provisions of this grant.
  - c. Premiums, Assessments, and Deductibles – The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
  - d. Primary Clause – Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.

- e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
  - f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
  - g. Inadequate Insurance – Inadequate or lack of insurance does not negate Awardee’s obligations under the grant.
  - h. Satisfying a Self-Insured Retention (SIR) – All insurance required by this contract must allow the State to pay and/or act as the contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion
  - i. Available Coverages/Limits – All coverage and limits available to the Awardee shall also be available and applicable to the State.
  - j. Use of Subcontractor – In the case of the Grantee’s utilization of Subcontractors to complete the grant scope of work, the Grantee shall include all Subcontractors as insured’s under the Grantee’s insurance or supply evidence of Subcontractor’s insurance to The State equal to policies, coverages, and limits required of the Grantee.
2. Grant Insurance Requirements – The Grantee shall display evidence of the following on a certificate of insurance. After the solicitation is awarded, failure to provide the certificate upon request will result in the termination of the grant. The Grantee must assure the community pilot project(s) funded by the Program Administrator (CARB) fully complies with all insurance requirements before starting the project. The following coverages must be evidenced on the certificate of insurance and all endorsements required must be attached:
- a. Commercial General Liability – The Grantee shall maintain general liability on an occurrence form with limits not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent the Grantees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee’s limit of liability.

**The policy must name “State of California and California Air Resources**

**Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations”.**

- b. Automobile Liability – The Grantee shall maintain business automobile Liability insurance as broad as Form CA0001 for limits not less than \$5,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. “Any Auto” symbol 1 is required.

**The policy must name “State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations”.**

- i. By signing the grant agreement, the Grantee certifies that the Grantee and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- c. Workers Compensation and Employers Liability – The Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer’s liability limits of \$1,000,000 are required. By signing this contract, Contractor acknowledges compliance with these regulations.

**A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

- d. In addition to the insurance requirements listed above, the Grantee must supply specific coverage for Electric Bikes and Scooters, with a limit of at least \$5,000,000. Proof of coverage can be submitted in two ways:

If coverage is from an Electric Bike and Scooter insurance carrier, only the certificate of insurance is required showing specific insurance for Electric Bikes and Scooters; **OR,**

If coverage is endorsed to the General Liability policy, insurance company must supply a separate endorsement showing proof of Electric Bike and Scooter Coverage.

- e. Either policy must name “State of California and California Air Resources

- Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations. "Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB reserves the right to review and adjust insurance requirements as necessary during the grant term.
- f. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the grant agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.



## WORK STATEMENT

## Attachment I – Budget Summary

Grantee:

Project:

Grant Number:

	<b>Total Costs and Funding</b>
Project Costs	\$
Direct Grant Implementation Costs	\$
Indirect Grant Implementation Costs	\$
Total Grant Funds	\$
Resource Contribution	\$
<b>Total Proposal Funds</b>	\$

EXHIBIT B

Attachment II – Project Milestones and Disbursement Schedule

Sample only. This will be adapted from the timeline in the Applicant’s proposal template.

	Description	Start date	Completion date	Roles	Deliverables (if applicable)	Request for STEP funds
Task 1		0/0/0	0/0/0			\$
Task 2		0/0/0	0/0/0			\$
Task 3		0/0/0	0/0/0			\$
Task 4		0/0/0	0/0/0			\$
[Etc.]		0/0/0	0/0/0			\$
	<b>Disbursement request #1</b>		<b>0/0/0</b>			<b>\$</b>

	Description	Start date	Completion date	Roles	Deliverables (if applicable)	Request for STEP funds
Task 5		0/0/0	0/0/0			\$
Task 6		0/0/0	0/0/0			\$
Task 7		0/0/0	0/0/0			\$
Task 8		0/0/0	0/0/0			\$
[Etc.]		0/0/0	0/0/0			\$
	<b>Disbursement request #2</b>		<b>0/0/0</b>			<b>\$</b>

Attachment III – Key Project Personnel

Grantee:  
Project:  
Grant Number:

Name	Position	Duties

**Grantee Proposal Package**

CARB will insert Applicant's proposal package here.

**Grant Solicitation Package**

CARB will insert the STEP solicitation package here.

**EXHIBIT E**

**PAYEE DATA RECORD**

The Grantee's payee data record is included in this section.

State of California  
Financial Information System for California (FI\$Cal)  
**GOVERNMENT AGENCY TAXPAYER ID FORM**

2000 Evergreen Street, Suite 215  
Sacramento, CA 95815  
www.fiscal.ca.gov  
1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (\*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name\*

Remit-To Address (Street or PO Box)\*

City\*  State \*  Zip Code\*+4

Government Type:  City  County  Special District  Federal  Other (Specify)   
Federal Employer Identification Number (FEIN)\*

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person\*  Title

Phone number\*  E-mail address

Signature\*  Date

EXHIBIT D

FORM GEN 146



### Required Insurance and Minimum Limits

Name: California Air Resources Board- Sustainable Transportation Equity Date: 12/1/21

Project Agreement/Reference: Grant- SUBRECIPIENT- LA County Metro Transp Authority: Mobility Wallet Project

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

**Limits**

**Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory  
EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers  
 Jones Act

**General Liability** City of Los Angeles must be named as additional insured

\$2,000,000

Products/Completed Operations  
 Fire Legal Liability \_\_\_\_\_

Sexual Misconduct \_\_\_\_\_

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000

**Professional Liability** (Errors and Omissions)

Discovery Period 12 months after completion of work or date of termination

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage  
 Flood \_\_\_\_\_  
 Earthquake \_\_\_\_\_

Boiler and Machinery  
 Builder's Risk

**Pollution Liability**

**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

100% of the contract Price

**Crime Insurance**

Other: Cyber Liability: \$1 Million  
Umbrella Liability \$2 Million

Hey, South LA.  
You can get **\$150**  
for transportation  
spending.

*Hola, South LA.  
Puede obtener  
**\$150** para gastos  
de transporte.*

# Mobility Wallet Pilot



**Metro**<sup>®</sup>



**CALIFORNIA**  
AIR RESOURCES BOARD



**SLATE**

A Project of Community Partners

**LADOT**

# Board Request: Approve Recommendation

## CONSIDER

A. Make a finding that Mobility Wallets are exempt from federal income tax because the payments promote the general welfare of low-income eligible participants and do not represent compensation for service

B. Authorize an amendment to the existing Mobility Wallet Pilot Memorandum of Understanding (MOU) between the City of Los Angeles and Metro to add up to \$4.5 million in funding from the city.



Metro

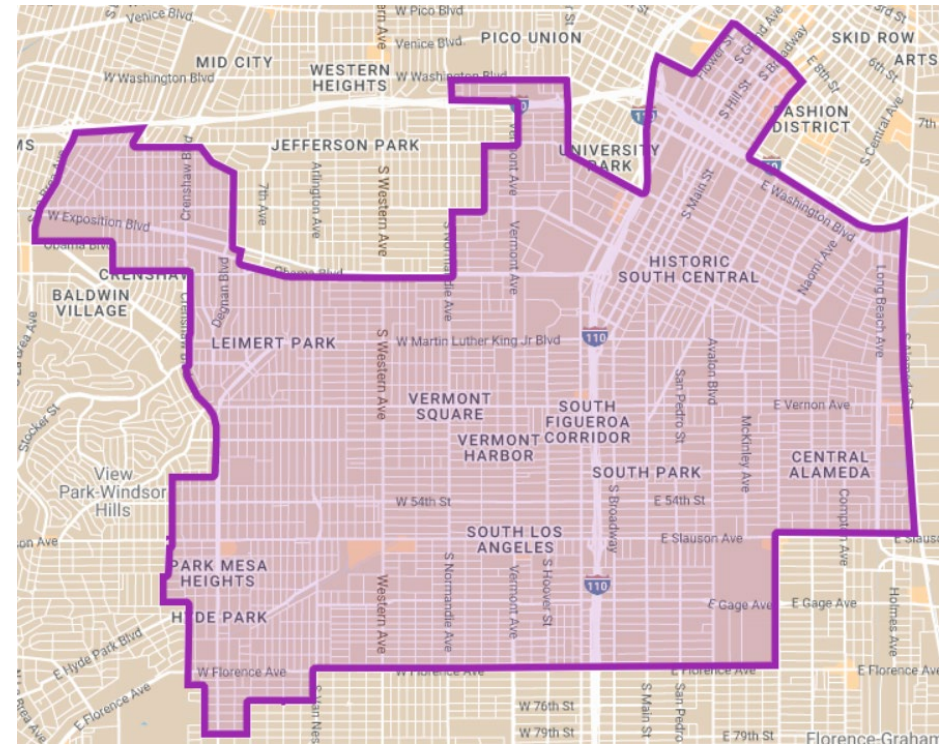
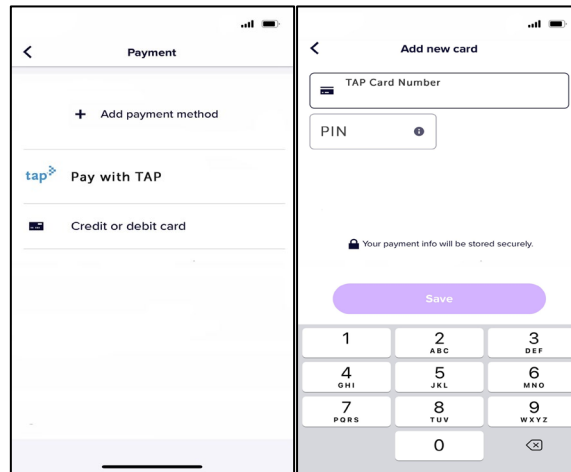


# Mobility Wallet Pilot

**WHAT: All-in-one mobility account / payment solution providing \$150/month for a year for shared transportation needs.**

- Technologies we are exploring/utilizing include 1. prepaid Visa/Mastercard 2. Pay With TAP.
- Part of LADOT Universal Basic Mobility Pilot \$13.8 Mil Sustainable Transportation Equity Program Grant from the California Air Resources Board.

**WHO: 2000 low-income (LIFE eligible) participants that live in a South Los Angeles including zip codes 90007 90008 90011 90015 90016 90018 90037 90043 90062**



# Why Board Action Is Required

## 1. Income Tax Exemption – Finding of General Welfare

This exemption will enable low-income participants to receive their transportation services through the Wallet without jeopardizing their eligibility for other social services due to minor changes in their income bracket. The exemption would also reduce the administrative burden on Metro to issue 10-99 forms to participant.

- The finding is needed to qualify under the IRS' “general welfare exclusion.”

## 2. Update Funding and Scope in MOU

Staff requests authority to amend the Mobility Pilot MOU between Metro and the City of Los Angeles to include additional funding up to \$4.5 million. The existing MOU includes \$756,770; however, Metro needs additional funds to lead the implementation and distribution of the wallet. Funding to provide funds to participants is provided by the City of Los Angeles.



Metro



# Phase 1 Deployment



tap

## Mobility Wallet Pilot Program

### Applicant Information

\* FIRST NAME  
First Name

MIDDLE NAME OR INITIAL  
Middle Name or Initial

\* LAST NAME  
Last Name

\* BIRTH DATE  
mm/dd/yyyy

\* GENDER  
- Select -

\* ARE YOU A STUDENT?

## Participant Solicitation

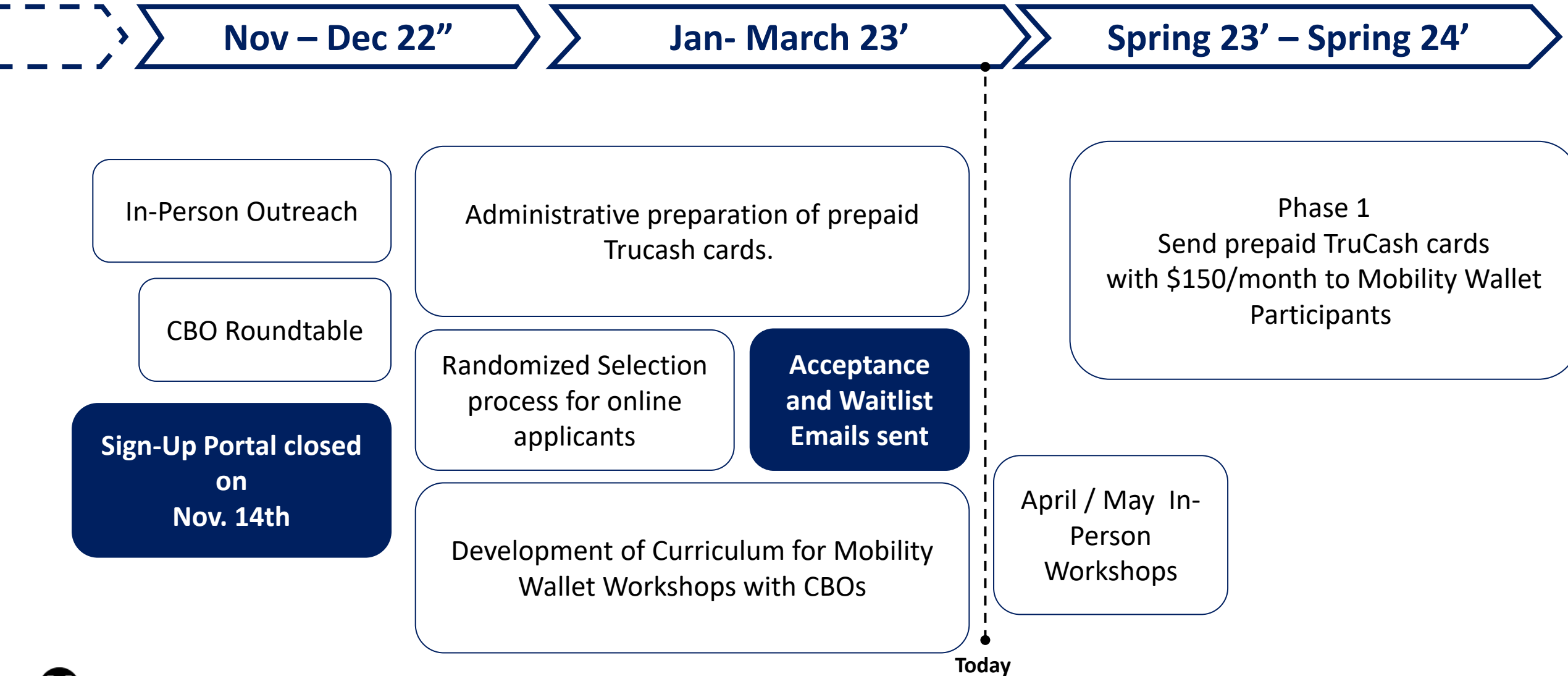
- Outreach at community events and general marketing in partnership with assistance from 15+ community-based organizations in South LA.
- Received over 2000 applications
  - Randomly select 900 to receive by mail and 100 will receive them at in-person workshops.

## UCLA / UCD will evaluate the pilot based on the following research questions:

Will the mobility wallet:

- Improve access to opportunities?
- Reduce travel related-greenhouse gas emissions?
- Improve economic and health outcomes?

# Next Steps





## Board Report

File #: 2022-0631, File Type: Contract

Agenda Number: 26.

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### OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MARCH 16, 2023

**SUBJECT: PURCHASE OF OCS STINGER TRUCK**

**ACTION: APPROVE RECOMMENDATIONS**

**RECOMMENDATION**

**CONSIDER:**

- A. AUTHORIZING the Chief Executive Officer to award a firm-fixed-price contract, Contract No. OP92098000, to Nixon-Egli Equipment Company, for one (1) Overhead Catenary System (OCS) Stinger Truck for a firm fixed price of \$882,520.78, inclusive of sales tax, subject to resolution of any properly submitted protest(s) if any; and
  
- B. FINDING that there is only a single source of procurement for the item(s) set forth in Recommendation A above and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use, as defined under Public Utilities Code 130237.

**(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)**

**ISSUE**

The purchase of a new OCS Stinger truck is necessary for the OCS maintenance and State of Good Repair (SGR) renewal work on all Metro Light Rail Lines. This truck will replace an out-of-service, 30-year-old OCS Stinger Truck, which is beyond its useful life, and noncompliant with current emission control standards.

**BACKGROUND**

Metro Traction Power Department maintains over 200 miles of OCS wires for all Metro Light Rail Train Lines. Metro is responsible for ensuring that all systems are properly maintained for the safety, reliability, and longevity of capital assets. The OCS Stinger Truck is required to maintain and repair the system.

**DISCUSSION**

The OCS Stinger Truck is a critical piece of equipment that is used for a variety of tasks, such as



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lifting heavy copper wire rolls and pulling the OCS wires to achieve the required tension during the wire replacement activity. This truck will also support planned SGR OCS wire replacement projects, as well as perform emergency repairs in a timely manner to significantly reduce service interruptions and delays.

Metro staff researched Zero Emission (ZE) electric power drive trucks for purchase. The option to purchase a ZE electric power drive truck is very limited due to the truck not being readily available in the market. A new type of diesel engine is available that produces lower emissions, complies with the South Coast Air Quality Management District (SCAQMD) emission standard has improved efficiency in horsepower, and consumes less fuel.

A 2/3 vote of the board is required per Public Utilities Code 130237:

"Notwithstanding Section 130232, the commission may direct the purchase of any supply, equipment, or material without observance of any provision in this article regarding contracts, bids, advertisement, or notice upon a finding by two-thirds of all members of the commission that there is only a single source of procurement therefor and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use."

### **DETERMINATION OF SAFETY IMPACT**

Metro maintenance crews need to lift six to eight thousand pounds of OCS wire, and pull the wire to achieve proper tension during the wire replacement activities. Purchasing a new crane truck will allow for safe heavy lifting operations, with better productivity.

### **FINANCIAL IMPACT**

A total of \$882,520 is needed for this action. The budget is contained in Capital Project 205121 - FY23 Metro Green Line OCS Wire Replacement Project. The Life of Project (LOP) budget is \$41,766,242.00, which is within the project budget.

Since this is a multi-year contract, the Project Manager will be responsible for budgeting resources in future Fiscal Years.

### **Impact to Budget**

The current source of funds for this action are Federal Section 5307, Proposition A/C, Measure R/M, and Transportation Development Act. Use of these funding sources currently maximizes funding allocations given approved funding provisions and guidelines.

### **EQUITY PLATFORM**

The Metro Light Rail Line runs through Equity Focus Communities and the award of this contract is critical for repairing and maintaining the OCS wire, to avoid interruption of train operations and major delays to our Metro riders.

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The Diversity and Economic Opportunity Department (DEOD) did not recommend an SBE or DVBE participation goal for this procurement due to limited suppliers and only one bid submitted for the Rail Bound Crane truck.

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

The recommendation supports Metro Strategic Plan Goal #5: Provide responsive, accountable, and trustworthy governance within the Metro organization.

The new OCS Stinger Truck will improve the performance of OCS maintenance work, rail emergency response work for OCS repair, and new OCS wire installation. Purchasing a new crane truck will improve heavy lifting operations and will increase safety, performance, and productivity. With this, Metro is exercising good public policy judgment and sound fiscal stewardship.

### **ALTERNATIVES CONSIDERED**

Staff considered not purchasing a new OCS Stinger Truck and performing an overhaul repair on the out-of-service, 30-year-old crane truck, however this is not recommended. The non-revenue department has performed an analysis for estimated cost of the overhaul option and determined that overhaul cost would be equivalent to purchasing a new truck due to limited spare parts, and new regulation compliance from SCAQMD and California DOT. It would not be fiscally responsible to repair the truck. Staff also considered using only the smaller existing crane truck which has significantly less capacity, but this will result in much lower than planned productivity.

### **NEXT STEPS**

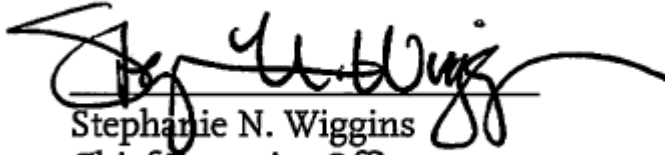
Following the authorization and execution of the contract, the vendor will begin the manufacturing process and provide Metro with a production schedule to identify milestones to be consistent with the agreed schedule.

### **ATTACHMENTS**

Attachment A - Procurement Summary  
Attachment B - DEOD Summary

Prepared by: Kelvin Zan, Executive Officer, Operations Engineering, (213) 617-6264  
Errol Taylor, Deputy Chief Operations Officer, Maintenance and Engineering, (213) 922-3227  
Debra Avila, Deputy Chief Vendor/Contract Management (213) 418-3051

Reviewed by:  
Conan Cheung, Chief Operations Officer, (213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer

## PROCUREMENT SUMMARY

### Overhead Catenary System (OCS) Stinger Crane Truck

**CONTRACT NO. OP92028000**

1.	<b>Contract Number:</b> OP92028000	
2.	<b>Recommended Vendor:</b> Nixon-Egli Equipment Company	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input checked="" type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> December 16, 2022	
	<b>B. Advertised/Publicized:</b> N/A	
	<b>C. Pre-Proposal Conference:</b> N/A	
	<b>D. Proposals Due</b> January 13, 2023	
	<b>E. Pre-Qualification Completed:</b> N/A	
	<b>F. Conflict of Interest Form Submitted to Ethics:</b> January 12, 2023	
	<b>G. Protest Period End Date:</b> N/A	
5.	<b>Solicitations Picked up/Downloaded:</b> 1	<b>Bids/Proposals Received:</b> 1
6.	<b>Contract Administrator:</b> Kimberlyn Richardson	<b>Telephone Number:</b> 213-922-2085
7.	<b>Project Manager:</b> Kelvin Zan	<b>Telephone Number:</b> 213-617-6264

### **A. Procurement Background**

This Board Action is to approve a single source Contract No. OP92028000 to Nixon-Egli Equipment Company for the purchase of a Overhead Catenary System (OCS) Stinger Crane Truck to be utilized in Metro Green Line Overhead Catenary System (OCS) wires replacement project and perform maintenance on the existing light rail OCS wire system.

A Request for Proposal (RFP) was issued in accordance with Metro's Acquisition Policy for single source procurements and the contract type is a firm fixed price. SBE and DVBE goals were not recommended due to the lack of subcontracting opportunities.

The proposal was received from Nixon-Egli Equipment Company on January 12, 2023.

### **B. Evaluation of Proposal**

The proposal submitted was reviewed by staff from the Metro Operations Department and was deemed responsive and in full compliance with the technical requirements of the RFP.

Nixon-Egli's proposal was reviewed for technical approach, pricing, experience of proposed team members, and understanding of the work.

Metro staff engaged in discussions with Nixon-Egli to address questions and get clarification on the work plan and scope of work to ensure that it aligned with the OCS wire replacement project.

### **C. Cost Analysis**

The recommended price has been determined to be fair and reasonable based upon fact finding, an independent cost estimate (ICE), technical evaluation, additional justification and cost analysis conducted by staff.

The price variance of 11.5% from the ICE is reflective of the current global market conditions which have been heavily impacted by the COVID-19 pandemic. The market price of steel has fluctuated to almost double of what it was since the last procurement of heavy-duty trucks were purchased. A worldwide semiconductor supply shortage has stalled production within the automotive industry and drastically delayed the delivery timeline of vehicles. In addition, the global logistics landscape of moving goods is heavily burdened by a shortage of manpower combined with an increased cost of fuel driving up the freight cost for these units. The price increase is also due to supply chain issues and labor cost escalations.

<b>Proposer Name</b>	<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Agreed Amount</b>
Nixon-Egli Equipment Co.	\$882,520.78	\$791,240	\$882,520.78

### **D. Background on Recommended Contractor**

The recommended firm, Nixon-Egli Equipment Company has a service center in Ontario, CA and has been in business for over 65 years. Nixon-Egli Equipment Company has entered contracts with LADWP pertaining to Link -Belt Cranes, as well as the City of Los Angeles General Fleet Services with PB Loader Equipment, that provide trucks, flatbeds, service trucks, and hot asphalt patch truck.

**DEOD SUMMARY****PURCHASE OF RAIL BOUND CRANE TRUCK / OP92028****A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) did not recommend a Small/Disabled Veteran Business Enterprise (SBE/DVBE) participation goal for this sole source procurement due to lack of subcontracting opportunities. Nixon-Egli Equipment Company (Nixon-Egli) did not list any subcontractors. It is expected that Nixon-Egli will perform the services with its own workforce.

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

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

**C. Prevailing Wage Applicability**

Prevailing wage is not applicable to this contract.

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

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

**Board Report**

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**File #:** 2023-0014, **File Type:** Contract**Agenda Number:** 27.

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**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE  
MARCH 16, 2023****SUBJECT: METRO FREEWAY SERVICE PATROL****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute contract modifications for four current Freeway Service Patrol (FSP) contracts in an aggregate amount of \$4,645,000 thereby increasing the contract amounts from \$18,020,679 to \$22,665,679 and extending the periods of performance for the following contracts:

- Beat 24: T.G. Towing, Inc. Contract No. FSP2833200FSP1424, for \$710,000 for up to 5 months, increasing the total contract amount from \$4,696,302 to \$5,406,302;
- Beat 29: Platinum Tow & Transport, Inc. Contract No. FSP3470600B29, for \$495,000 for up to 5 months, increasing the total contract amount from \$4,145,024 to \$4,640,024;
- Beat 42: Platinum Tow & Transport Contract No. FSP2842100FSP1442, for \$275,000 for up to 5 months, increasing the total contract amount from \$3,964,231 to \$4,239,231; and
- Beat 61: All City Towing Contract No. FSP5769100B61, for \$3,165,000 for up to 25 months, increasing the total contract amount from \$5,215,122 to \$8,380,122.

**ISSUE**

Three current FSP contracts require modifications to avoid a gap in service until new contracts can be awarded and mobilized to provide service. An additional existing FSP contract also requires modification to continue providing service utilizing high-cost heavy duty tow trucks which were underutilized during the pandemic due to reduced service levels.

**BACKGROUND**

The FSP program is managed in partnership with Metro, CHP and Caltrans serving motorists on all major freeways in Los Angeles County. Metro's FSP program is the largest of its kind in the nation and maintains the highest level of benefit to cost ratio of all 14 FSP programs within California.

The program utilizes a fleet of roving tow and service trucks designed to reduce traffic congestion by

efficiently rendering disabled vehicles operational by changing out flat tires, providing a jump start, adding water to the radiator, taping leaking hoses, or by quickly towing those vehicles from the freeway to a designated safe location. These services are free to motorists. Quickly removal of motorists and their disabled vehicles from the freeway reduces the chances of further incidents caused by onlookers and impatient drivers. FSP helps save fuel and reduce air polluting emissions by reducing stop-and-go traffic through the provision of free services to motorists and operates seven days a week during peak commuting hours.

Metro contracts with independent tow service providers for Freeway Service Patrol Light Duty (FSPLD) tow service on general purpose lanes on all major freeways in Los Angeles County, 2 Freeway Service Patrol ExpressLanes (FSPEL) contracts on the (I-110 and I-10), and 2 Freeway Service Patrol Heavy Duty (FSPHD) contracts (I-710 and SR-91) to assist large commercial vehicles. (Attachment D) Each weekday, 138 tow and service trucks are deployed during peak commuting hours.

FSP light duty contracts are re-procured approximately every 4 years to replace aging vehicles, encourage competition by providing tow service contractors the opportunity to bid on new contracts, and allow new contracts to reset rates using current industry prices.

The annual benefit of the program is as follows:

- For individual beats, an annual Benefit to Cost Ratio of 9:1 - For every \$1 spent there is a \$9 benefit to motorists
- 300,000 motorist assists
- 5,175,845 hours motorists saved from sitting in traffic
- 8,897,277 gallons of fuel savings
- Approximately 78,296,040 kg of CO2 reductions
- The average motorist wait time for FSP service is 7 minutes (the average wait time for other roadside service is over 30 minutes)
- The Los Angeles County FSP program generates one-half of the cumulative benefits of the 14 FSP programs in the state.

## **DISCUSSION**

The recommendation requests funding to extend periods of performance for three FSPLD beats (24 (Santa Clarita SR14), 29 (Westlake US101), & 42 (Santa Clarita I5)) to avoid a gap in service provision while staff work to complete the solicitation, currently in progress, to replace the older light duty tow service contracts. Authorizing contract modifications will ensure seamless and efficient operation of the FSP program until contract awards have been completed. It will also provide funds to address increased operating costs such as increased insurance premiums, major maintenance expenses, fluctuating fuel prices, and to replenish funding to contracts that provide support to Caltrans construction projects through a Cooperative Agreement which reimburses Metro for FSP support. Upon completion of the solicitation process for FSPLD contracts, staff expects to return to



the Board at the appropriate time for authorization to award the new contracts.

The recommendation will also increase funding and extend the period of performance for the Beat 61 FSPHD contract operating on the SR-91 freeway. Extending the contract for 25 months allows Metro to continue to most cost efficiently and effectively provide the service using the existing high-cost/long-life vehicles that were underutilized for 2 years during the pandemic due to service reductions. Heavy duty tow trucks cost upwards of \$750,000 and can operate effectively for over 1 million miles. In August 2022, the board authorized funding to extend the period of performance for the Beat 60 FSPHD contract operating on the I-710 freeway when presented with the same circumstances of underutilization and potentially higher costs if this contract expires and is replaced with a new contract.

### **DETERMINATION OF SAFETY IMPACT**

The FSP Program enhances safety on Los Angeles County freeways by assisting motorists with disabled vehicles, towing vehicles from freeway lanes to prevent secondary accidents and removing debris/obstacles from lanes that can be a hazard to motorists.

### **FINANCIAL IMPACT**

The amount of \$998,463 for the modifications is included in the FY23 budget in cost center 3352, Metro Freeway Service Patrol. Since some of the contracts requires a multi-year contract, the cost center manager will provide the required funding in future years.

#### **Impact to Budget**

The FSP program is funded through a combination of dedicated state funds, SB1 funding and Proposition C 25% sales tax revenues. These funds are not eligible for Metro Bus and Rail Operating and Capital expenses. Metro is also reimbursed for the services provided to support Caltrans construction projects.

### **EQUITY PLATFORM**

DEOD has implemented a two-phased Small Business Recruitment Strategy to increase the number of SBE/DVBE certified vendors specific to the towing industry and tow service providers. Through DEOD's Metro Connect Outreach Program, FSP's program management and Contract Administration staff have scheduled separate pre-solicitation outreach events targeting untapped SBE, DVBE, and DBE-eligible firms within specific North American Industry Classification System (NAICS) codes. In addition, FSP program management staff continue their outreach to the towing community and potential SBE/DVBE vendors to provide information on contracting opportunities in Metro's programs. These efforts include attending the largest towing convention on the west coast (sponsored by the California Tow Truck Association), contact local towing firms via phone or in person, and reach out to former FSP tow contractors.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The FSP Program aligns with Strategic Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. The program mitigates congestion on all major freeways in Los Angeles County.

## **ALTERNATIVES CONSIDERED**

The Board may decide not to authorize the increase in contract modifications. This alternative is not recommended as it could adversely impact the level and quality of FSP service provided in Los Angeles County.

## **NEXT STEPS**

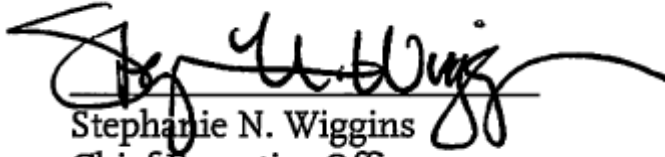
Upon Board approval, staff will execute the necessary contract modifications to assure efficient and seamless delivery of the FSP program. Staff will work on new procurements to address needs beyond FY23. Barring additional unforeseen impacts, staff will return to the Board at the appropriate time to secure approval for new contracts with services to commence in FY24.

## **ATTACHMENTS**

- Attachment A - Procurement Summary
- Attachment B - Contract Modification Summary
- Attachment C - Contract Modification/Change Order Log
- Attachment D - FSP Beat Map
- Attachment E - DEOD Summary

Prepared by: John Takahashi, Senior Highway Operations Manager, (213) 418-3271  
Mark Linsenmayer, Deputy Executive Officer, Congestion Reduction, (213) 922-5569  
Debra Avila Deputy Chief, Vendor/Contract Management, (213) 418-3051  
Shahrzad Amiri, Deputy Chief Operations Officer, Shared Mobility (213) 922-3061

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer

PROCUREMENT SUMMARY

METRO FREEWAY SERVICE PATROL/VARIOUS BEATS

1.	<b>Contract Number:</b> Various, See Attachment B			
2.	<b>Contractor:</b> Various, See Attachment B			
3.	<b>Mod. Work Description:</b> General Redeployment Support, Caltrans Construction, Special Event Support, Service Coverage			
4.	<b>Contract Work Description:</b> Freeway Service Patrol			
5.	<b>The following data is current as of:</b> February 1, 2023			
6.	<b>Contract Completion Status</b>		<b>Financial Status</b>	
	<b>Contract Awarded:</b>	Various	<b>Contract Award Amount:</b>	Various, See Attachment B
	<b>Notice to Proceed (NTP):</b>	N/A	<b>Total of Modifications Approved:</b>	Various, See Attachment C
	<b>Original Complete Date:</b>	Various	<b>Pending Modifications (including this action):</b>	Various, See Attachment C
	<b>Current Est. Complete Date:</b>	Various	<b>Current Contract Value (with this action):</b>	Various, See Attachment C
7.	<b>Contract Administrator:</b> DeValory Donahue		<b>Telephone Number:</b> (213) 922-4726	
8.	<b>Project Manager:</b> John Takahashi		<b>Telephone Number:</b> (213) 418-3271	

**A. Procurement Background**

This Board Action is to approve contract modifications for multiple firm-fixed unit rate contracts (see Attachment B-Contract Modification Summary) for towing services in support of the Metro Freeway Service Patrol (FSP) program.

The proposed increase for 4 FSP general purpose lanes and ExpressLane contracts in the amount of \$4,645,000 will allow required towing services for the FSP program to continue and extend the period of performance to support unanticipated events, redeployment, and support during freeway construction work, and service delivery until new contracts are established.

Attachment B - Contract Modification Summary shows the list of contracts that require an increase.

Attachment C - Contract Modification/Change Order Log shows that modifications have been issued to date and no contract modifications are currently in negotiations or pending.

## **B. Cost Analysis**

All firms agreed to honor current hourly rates with no increase during the contract extensions. Therefore, the modifications are deemed fair and reasonable.

**ATTACHMENT B  
 CONTRACT MODIFICATION SUMMARY  
 METRO FREEWAY SERVICE PATROL  
 TOWING SERVICES FOR GENERAL PURPOSE LANES**

<b>Beat</b>	<b>Contractor</b>	<b>Contract No.</b>	<b>Original Contract Value</b>	<b>Approved Increases</b>	<b>Current Contract Value</b>	<b>Requested Increase</b>	<b>Revised Contract Value</b>
24	T.G. Towing, Inc.	FSP2833200FSP1424	\$1,753,911.00	\$2,942,391.00	\$4,696,302.00	\$710,000.00	\$5,406,302.00
29	Platinum Tow & Transport, Inc.	FSP3470600B29	\$3,012,024.00	\$1,133,000.00	\$4,145,024.00	\$495,000.00	\$4,640,024.00
42	Platinum Tow & Transport, Inc.	FSP2842100FSP1442	\$1,765,665.00	\$2,198,566.00	\$3,964,231.00	\$275,000.00	\$4,239,231.00
61	All City Tow Service	FSP5769100B61	\$4,741,020.00	\$474,102.00	\$5,215,122.00	\$3,165,000.00	\$8,380,122.00
<b>Totals</b>				<b>\$6,748,059.00</b>	<b>\$18,020,679.00</b>	<b>\$4,645,000.00</b>	<b>\$22,665,679.00</b>

**ATTACHMENT C**

**CONTRACT MODIFICATION/CHANGE ORDER LOG**

**METRO FREEWAY SERVICE PATROL  
TOWING SERVICES FOR GENERAL PURPOSE LANES**

**CONTRACT No. FSP2833200FSP14-24**

**BEAT No. 24**

<b>Mod. No.</b>	<b>Description</b>	<b>Status (approved or pending)</b>	<b>Date</b>	<b>\$ Amount</b>
1	Period of Performance	Approved	5/26/2018	\$0.00
2	Period of Performance	Approved	8/28/2018	\$0.00
3	Period of Performance	Approved	12/21/2018	\$175,391.00
4	Add Funding and Period of Performance	Approved	5/23/2019	\$330,000.00
5	Period of Performance	Approved	8/30/2019	\$0.00
6	Period of Performance	Approved	9/27/2019	\$0.00
7	Period of Performance	Approved	10/31/2019	\$0.00
8	Period of Performance	Approved	11/27/2019	\$0.00
9	Add Funding and Period of Performance	Approved	12/20/2019	\$275,000.00
10	Service Reduction	Approved	4/6/2020	0.00
11	Add Funding and Period of Performance	Approved	5/12/2020	\$580,000.00
12	Add Funding and Period of Performance	Approved	11/9/2020	\$410,000.00
13	Add Funding and Period of Performance	Approved	7/1/2021	\$130,000.00
14	Add Funding and Period of Performance	Approved	2/9/2022	\$460,000.00
15	Service Increase	Approved	4/12/2022	0.00
16	Add Funding and Period of Performance	Approved	9/16/2022	\$582,000.00
17	Add Funding and Extend period of performance for up to five (5) months.	Pending	Pending	\$710,000.00
	<b>Modification Total:</b>			<b>\$3,652,391.00</b>
				<b>\$1,753,911 .00</b>
	<b>Total:</b>			<b>\$5,406,302.00</b>

**CONTRACT No. FSP3470600B29**

**BEAT No. 29**

<b>Mod. No.</b>	<b>Description</b>	<b>Status (approved or pending)</b>	<b>Date</b>	<b>\$ Amount</b>
1	Service Reduction	Approved	4/24/2020	\$0.00
2	Period of Performance	Approved	4/27/2020	\$0.00
3	Service Reduction	Approved	7/2/2020	\$0.00
4	Add Funding and Period of Performance	Approved	11/17/2020	\$170,000.00
5	Add Funding and Period of Performance	Approved	7/1/2021	\$175,000.00
6	Add Funding and Period of Performance	Approved	3/3/2022	\$350,000.00
7	Service Increase	Approved	4/20/2022	\$0.00
8	Add Funding and Period of Performance	Approved	8/31/2022	438,000.00
9	Add Funding and Extend period of performance for up to five (5) months.	Pending	Pending	\$495,000.00
	<b>Modification Total:</b>			<b>\$1,628,000.00</b>
	<b>Original Contract:</b>			<b>\$3,012,024.00</b>
	<b>Total:</b>			<b>\$4,640,024.00</b>

**CONTRACT No. FSP2842100FSP14-42**

**BEAT No. 42**

<b>Mod. No.</b>	<b>Description</b>	<b>Status (approved or pending)</b>	<b>Date</b>	<b>\$ Amount</b>
1	Period of Performance	Approved	7/10/2018	\$0.00
2	Add Funding and Period of Performance	Approved	12/21/2018	\$175,566.00
3	Add Funding and Period of Performance	Approved	8/27/2019	\$585,000.00
4	Service Reduction	Approved	3/31/2020	\$0.00
5	Add Funding and Period of Performance	Approved	7/31/2020	\$100,000.00



6	Add Funding and Period of Performance	Approved	11/17/2020	\$345,000.00
7	Add Funding and Period of Performance	Approved	7/1/2021	\$205,000.00
8	Add Funding and Period of Performance	Approved	3/3/2022	\$350,000.00
9	Service Increase	Approved	4/20/2022	\$0.00
10	Add Funding and Period of Performance	Approved	8/31/2022	\$438,000.00
11	Add Funding and Extend period of performance for up to five (5) months.	Pending	Pending	\$275,000.00
	<b>Modification Total:</b>			<b>\$2,473,566.00</b>
	<b>Original Contract:</b>			<b>\$1,765,665.00</b>
	<b>Total:</b>			<b>\$4,239,231.00</b>

**CONTRACT No. FSP5769100B61**

**BEAT No. 61**

<b>Mod. No.</b>	<b>Description</b>	<b>Status (approved or pending)</b>	<b>Date</b>	<b>\$ Amount</b>
1	Adjustment of Service Start Date	Approved	4/1/2017	\$0.00
2	Service Reduction	Approved	4/3/2020	\$0.00
3	Period of Performance	Approved	3/2/2022	\$0.00
4	Service Increase	Approved	4/20/2022	\$0.00
5	Service Increase	Approved	4/26/2022	\$0.00
6	Add Funding	Approved	1/9/2023	\$474,102.00
7	Add Funding and Extend period of performance for up to five (5) months.	Pending	Pending	\$3,165,000.00
	<b>Modification Total:</b>			<b>\$3,639,102.00</b>
	<b>Original Contract:</b>			<b>\$4,741,020.00</b>
	<b>Total:</b>			<b>\$8,380,122.00</b>

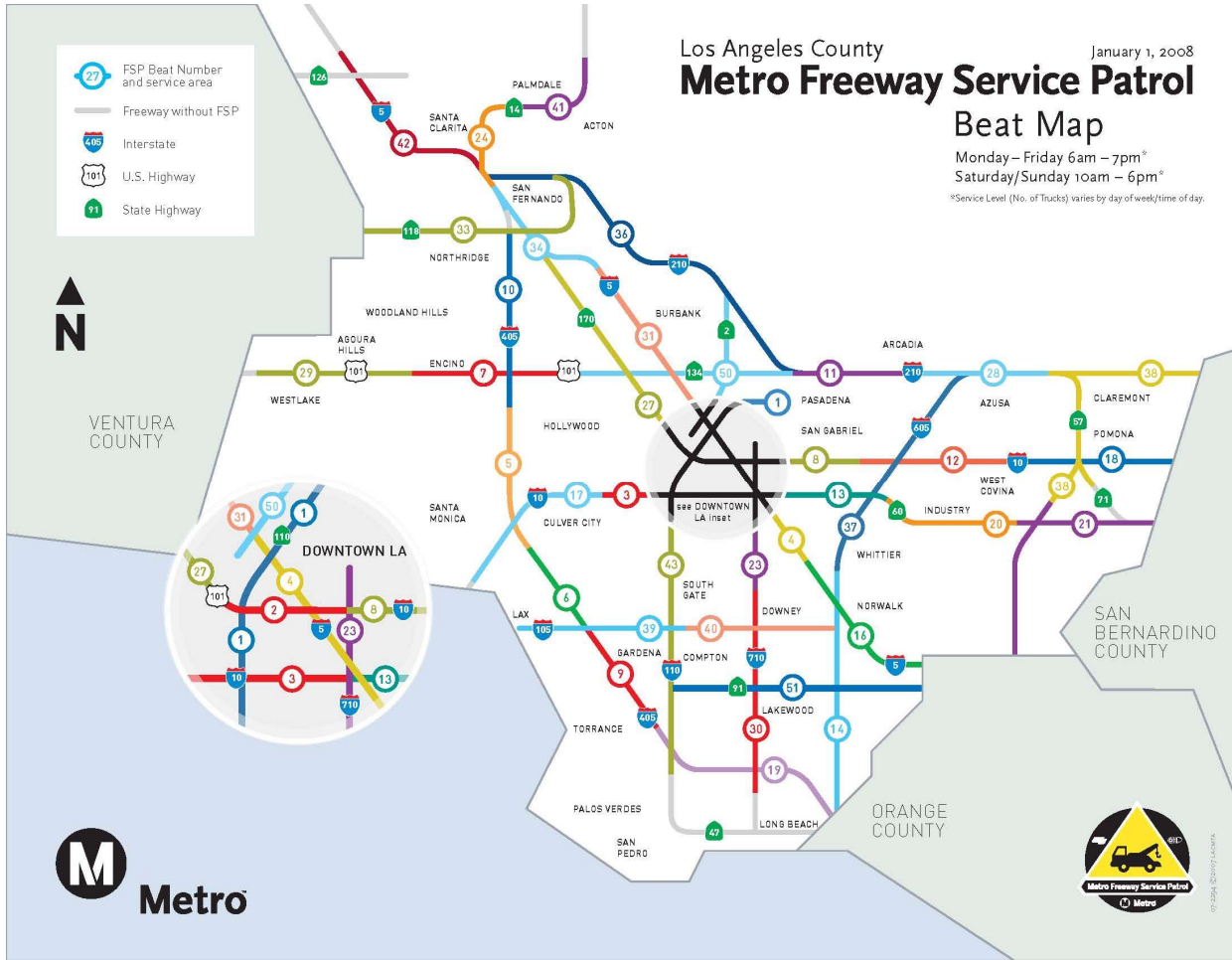
# Attachment D

## Los Angeles County Metro Freeway Service Patrol Beat Map

January 1, 2008

Monday – Friday 6am – 7pm\*  
Saturday/Sunday 10am – 6pm\*

\*Service Level (No. of Trucks) varies by day of week/time of day.



## DEOD SUMMARY

## METRO FREEWAY SERVICES PATROL/VARIOUS BEATS

**A. Small Business Participation (Modification)**

Of the four FSP contracts included in this modification, three of the Contractors made SBE commitments and one contractor made an SBE/DVBE commitment. The FSP Contractors T.G. Towing - Beat 24, and Platinum Tow & Transport - Beats 29 and 42, are SBE primes and are each meeting their 100% SBE commitment.

The FSP Contractor All City Tow Service (ACTS) - Beat 61, made a 7.00% SBE and 3.23% DVBE commitment and the current level of participation is 1.15% SBE and 0.88% DVBE, representing a shortfall of 5.85% and 2.35%, respectively. ACTS contends that the pandemic greatly impacted services and the utilization of its SBE/DVBE subcontractors. However, ACTS reported with service now reinstated to pre-pandemic levels and the increasing need for repairs and equipment, they expect to see incremental increases in the utilization of their SBE/DVBE subcontractors by the end of the 3<sup>rd</sup> quarter and will continue to search for new SBE/DVBE subcontractors to provide services to ACTS for the remainder of the contract.

Notwithstanding, Metro Project Managers and Contract Administrators will continue to meet bi-monthly with DEOD and the FSP Contractors in shortfall to monitor the Contractor's efforts to meet or exceed their SBE/DVBE commitments.

**Beat 24 – T.G. Towing, Inc.**

	SBE Contractor(s)	% Commitment	% Participation
1.	T. G. Towing, Inc. (SBE Prime)	100%	100%
	<b>Total</b>	<b>100%</b>	<b>100%</b>

**Beat 29 – Platinum Tow & Transport**

	SBE Contractor(s)	% Commitment	% Participation
1.	Platinum Tow & Transport (SBE Prime)	100%	100%
	<b>Total</b>	<b>100%</b>	<b>100%</b>

**Beat 42 – Platinum Tow & Transport**

	SBE Contractor(s)	% Commitment	% Participation
1.	Platinum Tow & Transport (SBE Prime)	100%	100%
	<b>Total</b>	<b>100%</b>	<b>100%</b>

**Beat 61 – All City Tow Service**

	SBE Contractor(s)	% Commitment	% Participation
1.	Casanova Towing Equipment, Inc.	7.00%	0.96%
2.	Hunter Tires, Inc.	Added	0.19%
	<b>Total</b>	<b>7.00%</b>	<b>1.15%</b>

	DVBE Subcontractor(s)	% Commitment	% Participation
1.	Arciero & Sons, Inc.	1.39%	0.00%
2.	Image Gear dba Reflective Stripe	0.55%	0.19%
3.	Oasis Fuels, Inc.	1.29%	0.69%
	<b>Total</b>	<b>3.23%</b>	<b>0.88%</b>

<sup>1</sup>Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷ Total Actual Amount Paid-to-date to Prime.

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

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) is applicable to this contract. Metro staff will monitor and enforce the policy guidelines to ensure that applicable workers are paid at minimum, the current Living Wage rate of \$23.81 per hour (\$18.04 base + \$5.77 health benefits), including yearly increases. The increase may be up to 3% of the total wage, annually. In addition, contractors will be responsible for submitting the required reports for the Living Wage and Service Contract Worker Retention Policy and other related documentation to staff to determine overall compliance with the policy.

**C. Prevailing Wage Applicability**

Prevailing wage is not applicable to this contract.

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

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



## Board Report

File #: 2023-0060, File Type: Contract

Agenda Number: 28.

### OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MARCH 16, 2023

**SUBJECT: POWER SWEEPING SERVICES FOR ALL METRO FACILITIES**

**ACTION: APPROVE CONTRACT MODIFICATION**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute Modification No. 14 to Contract No. OP962800003367 with Nationwide Environmental Services, a Division of Joe's Sweeping Services, Inc., to provide power sweeping services for Metro's transit facilities in the amount of \$1,902,420, increasing the contract three-year base authority from \$6,841,346 to \$8,743,766 and extending the period of performance from June 01, 2023, through May 31, 2024.

#### **ISSUE**

The existing power sweeping services contract three-year base term expires on May 31, 2023. While staff has been proactive in issuing two (2) new solicitations to replace the existing contract prior to its expiration, the first solicitation was canceled due to a lack of responsive and responsible bidders, and no bids were received in response to the second solicitation.

To ensure service continuity for delivering safe, quality, regularly scheduled and as-needed power sweeping services systemwide, the approval of Modification No. 14 is required to increase contract authority by \$1,902,420 and extend the period of performance through May 31, 2024. This action will also allow staff the time to reconcile the prior solicitation documents and prepare a systemwide cost effective solicitation package to be issued for competitive bidding with opportunities for small business participation.

#### **BACKGROUND**

On April 26, 2018, the Metro Board of Directors approved a three-year base, firm fixed unit rate Contract No. OP962800003367 with Nationwide Environmental Services, Inc., to provide power sweeping services for Metro transit facilities, effective June 1, 2018. Since then, the contractor has been providing satisfactory services. While services were adjusted during the COVID-19 pandemic and with sufficient authority remaining, staff has been able to extend the existing contract through May 2023.

Staff is continuously evaluating service levels and exploring opportunities to increase competition while expanding small business participation. In preparation for a new power sweeping services

contract solicitation, two (2) outreach events were conducted on June 10 and November 10, 2021, respectively. Staff provided an overview of the upcoming procurement where Metro's service area has been split into two (2) geographical regions to attract bids from small businesses as primes.

On November 18, 2021, the new SBE prime set-aside solicitation was issued for the North and South regions representing Metro's service area. On December 22, 2021, two (2) bids were received, one (1) per region, however, they were deemed non-responsive and responsible, for not meeting Metro's SBE prime set-aside requirements, and the solicitation was cancelled on March 17, 2022. A follow up market survey was conducted to obtain feedback from the vendors on the planholders list including the bidder.

Based on the input received from the market survey, staff re-evaluated Metro's service area and restructured the scope of services splitting Metro's service area into three (3) geographical regions, to further enhance competition and small business participation. Two (2) additional outreach events were conducted on June 21 and June 22, 2022, respectively where staff provided an overview of the upcoming procurement for the newly restructured three (3) regional contracts. On September 9, 2022, a second SBE prime set-aside solicitation was issued for the three (3) regional contracts representing Metro's service area with a bid due date of October 10, 2022. Since no bids were received, staff followed up with another market survey where valuable information was provided regarding the current state of power sweeping services in the private sector.

Based on the feedback received from the market survey, staff learned that following the COVID-19 pandemic, the west coast power sweeping services private sector has experienced major changes where larger firms have acquired the smaller businesses, yet even the very few larger firms left are facing significant challenges with the long lead times for vehicle acquisition and other resources to meet the demand. As business practices continue to evolve and while Nationwide Environmental Services, Inc., owns the required number of environmentally compliant fleet of Compressed Natural Gas (CNG) sweepers, the approval of Modification No. 14 will ensure service continuity and allow the time to issue a new solicitation for competitive bidding with opportunities for small business participation. Staff is recommending increasing the existing contract authority by \$1,902,420 and extending the period of performance through May 31, 2024. This action is necessary to allow staff the time to reconcile the prior solicitation documents and prepare a systemwide cost effective solicitation package to be issued for competitive bidding with opportunities for small business participation.

## **DISCUSSION**

Under the existing contract, the contractor is required to provide regularly scheduled and as-needed power sweeping services systemwide throughout Metro's 110 bus and rail parking lots and structures as well as 41 Caltrans owned Park & Ride (P&R) lots. Lack of cleanliness and maintenance at Metro bus and rail facilities creates an unsafe and inaccessible environment, causing delays for patrons requiring the use of parking lots and structures throughout Metro facilities and Caltrans owned P&R lots to complete their trip. The contractor has been providing satisfactory services to ensure providing safe, clean and accessible parking facilities.

In an effort to explore available options to provide quality and cost-effective power sweeping services, staff conducted a study with an in-depth feasibility review and cost-benefit analysis of possible

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alternatives. Based on the evaluation conducted, the findings of the data analysis recommended to continue contracting out the power sweeping services, until such time the market has settled and issues associated with resources and long lead times for equipment along with inflated pricing are resolved.

### **DETERMINATION OF SAFETY IMPACT**

The approval of this item will ensure service continuity to provide on-going power sweeping services, improve Metro bus and rail facilities' overall appearance and cleanliness, and continue providing safe, quality, on-time, and reliable services system-wide.

### **FINANCIAL IMPACT**

For this contract, funding of \$350,045 for the remainder of FY23 is allocated under cost center 8370 - Facilities Contracted Maintenance Services, account 50308, Service Contract Maintenance, under various projects.

Since this is a multi-year contract, the cost center manager, Deputy Chief Operations Officer, Shared Mobility will be accountable for budgeting the cost in future years.

### **Impact to Budget**

The current source of funds for this action are Fares, Proposition A/C, Measure R/M, and the Transportation Development Act. Use of these funding sources currently maximizes funding allocations given approved funding provisions and guidelines.

### **EQUITY PLATFORM**

Providing regularly scheduled and as-needed power sweeping services is critical for Metro's patrons. It ensures that Metro bus and rail facilities overall appearance and cleanliness are well maintained, especially for those with disabilities, older adults and others, while providing a safe, quality, accessible, and reliable environment to all of our patrons at parking lots and structures throughout Metro facilities and Caltrans owned P&R lots.

Metro customers, including those with Limited English Proficiency (LEP) can report cleanliness and maintenance issues through the Customer Relations numbers posted throughout the rail and bus system. Customers have the option of communicating with Metro through nine (9) different languages using translation service. Metro also ensures translated signage is posted for those reporting cleanliness and maintenance issues on the Metro system.

Under the existing contract, Nationwide Environmental Services Inc., made a commitment of 7.02% for SBE and 3.01% for DVBE. To-date, the current participation is 9.53% for SBE and 3.24% for DVBE, exceeding the commitment by 2.51% and 0.23%, respectively.

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

This board action supports Strategic Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization. Performing on-going frequency and as-needed power sweeping will ensure providing safe environment to our patrons, accessibility, and service reliability, and enhancing customers' overall experience.

### **ALTERNATIVES CONSIDERED**

The Board may elect not to approve this recommendation. This option is not recommended as it would result in a gap in service impacting Metro's system safety, cleanliness, operations and customer experience.

### **NEXT STEPS**

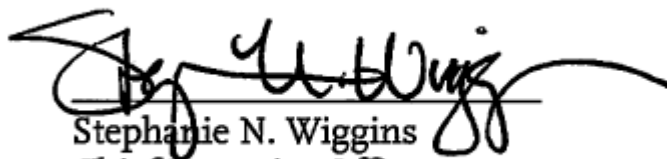
Upon approval by the Board, staff will execute Modification No. 14 to Contract No. OP962800003367 with Nationwide Environmental Services, to continue to provide power sweeping services throughout Metro bus and rail facilities and 41 Caltrans owned P&R lots.

### **ATTACHMENTS**

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

Prepared by: Lena Babayan, Executive Officer, Operations Administration (Interim), (213) 922-6765  
Carlos Martinez, Director, Facilities Contracted Maintenance Services, (213) 922-6761  
Debra Avila, Deputy Chief Vendor/Contract Management Officer (213) 418-3051

Reviewed by: Conan Cheung, Chief Operations Officer, Transit Operations,  
(213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer



## PROCUREMENT SUMMARY

## POWER SWEEPING SERVICES/OP962800003367

1.	<b>Contract Number:</b> OP962800003367		
2.	<b>Contractor:</b> Nationwide Environmental Services		
3.	<b>Mod. Work Description:</b> Increase contract authority and extend period of performance		
4.	<b>Contract Work Description:</b> Provide power sweeping services at all Metro transit facilities including bus divisions, terminals, busways, railroad trackways, layover areas, rail divisions and train/bus stations park-and-ride		
5.	<b>The following data is current as of:</b> 2/7/23		
6.	<b>Contract Completion Status</b>		<b>Financial Status</b>
	<b>Contract Awarded:</b>	4/26/18	<b>Contract Award Amount:</b> \$ 5,314,860
	<b>Notice to Proceed (NTP):</b>	N/A	<b>Total of Modification Approved:</b> \$ 1,526,486
	<b>Original Complete Date:</b>	8/31/22	<b>Pending Modification (including this action):</b> \$ 1,902,420
	<b>Current Est. Complete Date:</b>	5/31/24	<b>Current Contract Value (with this action):</b> \$ 8,743,766
7.	<b>Contract Administrator:</b> Aielyn Dumaua		<b>Telephone Number:</b> (213) 922-7320
8.	<b>Project Manager:</b> Maral Minasian		<b>Telephone Number:</b> (213) 922-6762

**A. Procurement Background**

This Board Action is to approve Modification No. 14 to Contract No. OP962800003367 with Nationwide Environmental Services, a Division of Joe's Sweeping, Inc. (Nationwide) to continue to provide power sweeping services at all Metro transit facilities including bus divisions, terminals, busways, railroad trackways, layover areas, rail divisions, and train/bus stations park-and-ride.

This contract modification will be processed in accordance with Metro's Acquisition Policy and the contract type is a firm-fixed unit rate.

In April 2018, the Metro Board awarded a three-year contract to Nationwide to provide power sweeping services.

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

**B. Cost/Price Analysis**

The recommended price has been determined to be fair and reasonable based on price analysis and technical analysis. The fully burdened rates for the extended term are lower than current market rates for similar services. Therefore, the recommended increase in contract authority is in the best interest of Metro.

<b>Proposed Amount</b>	<b>Metro ICE</b>	<b>Award Amount</b>
\$1,902,420	\$1,902,420	\$1,902,420

**CONTRACT MODIFICATION/CHANGE ORDER LOG**  
**POWER SWEEPING SERVICES/OP962800003367**

<b>Mod. No.</b>	<b>Description</b>	<b>Date</b>	<b>Amount</b>
1.	Increase contract authority and revise the Statement of Work and Schedule of Quantities and Prices to add Division 16 – LAX/Crenshaw Line Yard as a service location	3/28/19	\$ 52,000
2	Revise the Schedule of Quantities and Prices to adjust service frequency due to COVID-19	5/20/20	\$ 0
3	Revise the Statement of Work and Schedule of Quantities and Prices to update service locations	6/24/20	\$ 0
4	Revise the Statement of Work to update the submittal and reporting requirements	7/13/20	\$ 0
5	Revise the Schedule of Quantities and Prices to modify the frequency of service at various Caltrans Park and Ride Lots	10/16/20	\$ 0
6	Extend the period of performance by seven months	10/19/20	\$ 0
7	Extend the period of performance by three months	3/24/21	\$ 0
8	Revise the Statement of Work to remove Location 62 – Rail Communication from the List of Service Locations and adjust the Schedule of Quantities and Prices	5/31/21	\$ 0
9	Increase contract authority, revise agreed-upon fully burdened rates, and extend the period of performance by two months	11/15/21	\$ 250,000
10	Increase contract authority, revise agreed-upon fully burdened rates, and extend the period of performance by six months	4/30/22	\$ 229,486
11	Increase contract authority, revise agreed-upon fully burdened rates, and extend the period of performance by seven months	8/31/22	\$ 995,000
12	Add two K Line (Crenshaw/LAX) locations and corresponding service frequency	11/2/22	\$ 0
13	Extend the period of performance by two months	1/16/23	\$ 0
14	Increase contract authority, revise agreed-upon fully burdened rates, and extend the period of performance by twelve months	<b>Pending</b>	<b>\$ 1,902,420</b>
	<b>Modification Total:</b>		<b>\$ 3,428,906</b>
	<b>Original Contract:</b>	<b>4/26/18</b>	<b>\$ 5,314,860</b>
	<b>Total Contract Value:</b>		<b>\$ 8,743,766</b>

DEOD SUMMARY

POWER SWEEPING SERVICES OP962800003367

**A. Small Business Participation**

Nationwide Environmental Services div. of Joe’s Sweeping, Inc. (NES) made a 7.02% Small Business Enterprise (SBE) and a 3.01% Disabled Veterans Business Enterprise (DVBE) commitment. Based on payments, the project is 100% complete and the current SBE participation is 9.53% and the DVBE participation is 3.24%, exceeding the commitments by 2.51% and 0.23%, respectively.

<b>Small Business Commitment</b>	<b>SBE 7.02% DVBE 3.01%</b>	<b>Small Business Participation</b>	<b>SBE 9.53% DVBE 3.24%</b>
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	<b>SBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	Islas Tires, Inc.	6.60%	8.29%
2.	Rose Equipment Repairs, Inc.	0.42%	1.24%
	<b>Total</b>	<b>7.02%</b>	<b>9.53%</b>

	<b>DVBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	Hunter Tires, Inc.	3.01%	3.24%
	<b>Total</b>	<b>3.01%</b>	<b>3.24%</b>

<sup>1</sup>Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷ Total Actual Amount Paid-to-date to Prime.

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

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

**C. Prevailing Wage Applicability**

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

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

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



## Board Report

File #: 2023-0118, File Type: Contract

Agenda Number: 31.

### OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MARCH 16, 2023

**SUBJECT: MICROTRANSIT PILOT PROJECT - PART B**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATION**

AUTHORIZE:

- A. the Chief Executive Officer to execute Modification No. 10 to Contract No. PS46292001 with RideCo., Inc., for the MicroTransit Pilot Project, to extend the period of performance from April 1, 2023, through September 30, 2023, in an amount not to exceed \$8,292,453, increasing the Total Contract Value from \$35,131,602 to \$43,424,055; and
- B. an increase in the Contract Modification Authority (CMA) in the amount of \$829,245, or 10% of the total Contract Modification No. 10 value, increasing the total authorized CMA amount from \$100,000 to a new CMA amount of \$929,245 and execute individual Contract Modifications within the Board approved CMA.

#### **ISSUE**

The existing MicroTransit Pilot Project (MTP) Part B contract expires on March 31, 2023. Through this report, staff is seeking approval to extend the contract by 6 months to implement enhancements and lessons learned for the program. Additionally, as the project was launched in 2020 during the COVID-19 Pandemic, the additional time will allow for continued service in normal operating conditions as opposed to the limitations imposed by the pandemic.

#### **BACKGROUND**

The initial Request for Proposals (RFP) for this project was issued on October 25, 2017, solicited and awarded to be executed in two parts: Part A, the "Planning and Design" phase and Part B, the "Implementation and Evaluation" phase. On February 27, 2020, the Metro Board of Directors approved the MTP Part B with RideCo, Inc. under the Pre-Development Agreement Public Private Partnership (PDA/P3) Contract No. PS46292001.

The services under this executed pilot project contract were deployed on December 13, 2020, for the

implementation of on-demand rideshare, designed to test the delivery of a new on-demand service model, including real world learning pertaining to the following five guiding questions:

- How can a large public agency operate an on-demand transit service that prioritizes customer experience and equity;
- How can new management models (e.g., positive discipline) improve workforce retention, advance career pathways, and establish workplace happiness;
- How an innovative Pre-Development Agreement / Public-Private Partnership (PDA-P3) procurement tool can be leveraged and improved upon to support testing emerging technology, risk sharing, and rapid iteration in service delivery models;
- Whether positive customer experiences on MTP will translate to increased ridership on the fixed-route services for both current riders as well as and non-riders;
- And whether MTP can perform as a cost-effective alternative to underperforming fixed-route service.

These questions require further exploration under the MTP to properly assess the efficacy of the service in meeting the stated objectives.

## **DISCUSSION**

Since launching Revenue Service Operations on December 13, 2020, MTP has serviced over 32,000 unique riders taking over 930,000 rides. Of these rides, 52.1% have been rides shared with another passenger. The program operates a mixed fleet of 82 vehicles, including eight (8) electric vehicles.

Since the service deployment, staff identified opportunities for enhancements requiring finetuning of the algorithm, zone boundary adjustments and delivery method improvements. The Board approval of Modification No. 10 will provide staff the opportunity to make further adjustments toward addressing service availability and the ability to group trips to contain costs, instituting parameter changes to optimize the service, improve the cost per trip and on-time performance, further refining optimization methods to address challenges associated with maximum wait time and percentage of excess demand and adding vehicles to meet the demand reaching its peak in ridership.

With MTP on track to achieve 1 million boardings in the first quarter of calendar year 2023 clearly demonstrating demand, and with the optimization plans, extending the current contract for 6 months will allow for a steady operating state.

The requested CMA will enable quick response to unforeseen issues as well as system enhancements as the service is optimized.

## **DETERMINATION OF SAFETY IMPACT**

Ongoing operations of MTP through the extension is not anticipated to adversely impact safety.

## **FINANCIAL IMPACT**

Funding for Contract No. PS46292001 in the NTE amount of \$4,146,226 for the remainder of FY23 is allocated under Cost Center 3595 - MTP Operations, Project 309001, Department Strategic Initiatives.

Since this is a multi-year contract, the Interim Executive Officer, Transit Operations - Strategic Initiatives will be accountable for budgeting the cost in future years.

#### Impact to Budget

Continued services will be funded with Operating-eligible funds.

### **EQUITY PLATFORM**

MTP is intended to improve equity by bringing on-demand ride services to locations where private ride-hailing companies are less likely to operate. Today, Metro operates eight zones, of which three (3) zones include a sizeable representation of EFCs: Watts/Compton, El Monte, and LAX/Inglewood. Based on results of the 2022 On-Board rider survey, data indicate that MTP ridership is comprised of a higher percentage of females than fixed route service, and while the program riders are higher income than fixed route riders, on average, they are lower income than the County's population. Based on survey responses, approximately 57% of the ridership identified as Latinx/Hispanic, followed by 15%, 14%, and 11% who identified as White/Caucasian, Asian/Pacific Islander and Black/African American, respectively.

The Diversity and Economic Opportunity Department (DEOD) established a 10% Small Business Enterprise (SBE) goal and a 3% Disadvantage Veteran Business Enterprise (DVBE) goal for this project. To-date, RideCo, Inc. (contractor) is exceeding their 10.23% SBE participation commitment and close to achieving their 3.20% DVBE commitment.

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

This aligns with Strategic Plan Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. MTP particularly supports item 1.2, Improve LA County's overall transit network by improving connectivity to provide seamless journeys. MTP was envisioned to reduce transfers and to pick up short trips that are lengthy on the fixed-route system.

### **ALTERNATIVES CONSIDERED**

The Board may choose not to approve the recommended action(s). This alternative would cease Revenue Service Operations for the communities and neighborhoods that utilize MTP for essential trips. Extending the current contract allows for the continuation of the service under normal operating conditions.

**NEXT STEPS**

Upon Board approval, staff will execute Modifications No. 10 to Contract No. PS46292001 with RideCo, Inc.

Staff will continue to provide quarterly updates on MTP Operations.

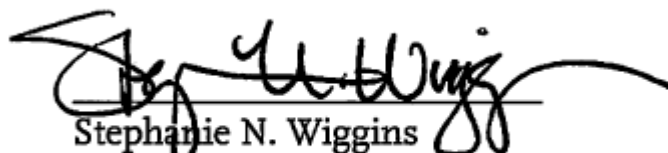
**ATTACHMENTS**

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

Prepared by:

Roxane Marquez, Sr. Manager, Transportation Planning (213) 922-4147  
Lena Babayan, Executive Officer, Ops Admin (Interim), (213) 922-4147  
Shahrzad Amiri, Deputy Chief Operations Officer, Shared Mobility, (213) 922-3061  
Debra Avila, Deputy Chief, Vendor Contract Management, (213) 418-3051.

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034

  
Stephanie N. Wiggins  
Chief Executive Officer



## PROCUREMENT SUMMARY

## MICROTRANSIT PILOT PROJECT/PS46292001

1.	<b>Contract Number:</b> PS46292001		
2.	<b>Contractor:</b> RideCo, Inc.		
3.	<b>Mod. Work Description:</b> MicroTransit Pilot Project – PART B (Implementation)		
4.	<b>Contract Work Description:</b> Extend the contract for 6 months for the continuation of services for the MicroTransit Pilot Program through 9/30/2023.		
5.	<b>The following data is current as of:</b> March 2, 2023		
6.	<b>Contract Completion Status</b>		<b>Financial Status</b>
	<b>Contract Awarded:</b>	04/26/2018	<b>Contract Award Amount:</b>
			\$219,650
	<b>Notice to Proceed (NTP):</b>	05/22/2018	<b>Total of Modifications Approved:</b>
			\$34,911,952
	<b>Original Complete Date:</b>	09/06/2019 (PART A)	<b>Pending Modifications (including this action):</b>
			Not-to-Exceed \$8,292,453
	<b>Current Est. Complete Date:</b>	09/30/2023 (PART B)	<b>Current Contract Value (with this action):</b>
			\$43,424,055
7.	<b>Contract Administrator:</b> Lily Lopez		<b>Telephone Number:</b> (213) 922-4639
8.	<b>Project Manager:</b> Rani Narula-Woods		<b>Telephone Number:</b> (213) 922-7414

**A. Procurement Background**

This Board Action is to approve Contract Modification No. 10 to extend the contract for 6 months for the continuation of services from April 1, 2023 through September 30, 2023.

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

The initial Request for Proposals (RFP) for this project was issued on October 25, 2017, solicited and awarded to be executed in two parts: Part A, the "Planning and Design" phase and Part B, the "Implementation and Evaluation" phase. This procurement tool served as the agency's first Pre-Development Agreement Public Private Partnership (PDA-P3) procurement model.

On April 26, 2018, the Board awarded three (3) contracts to firms to perform Part A (Planning and Design) of the MicroTransit Pilot Project. The period of performance for Part A was 6 months. Part B was determined to be a future Board action depending on

the feasibility results of Part A. On February 27, 2020, the Board approved RideCo to perform Part B of the MicroTransit Pilot Project.

Nine modifications have been issued to date.

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

**B. Cost Analysis**

The not-to-exceed amount of \$8,292,453 will be determined fair and reasonable based upon an independent cost estimate (ICE), technical analysis, cost analysis (in process), fact finding and negotiations.

<b>Metro ICE</b>	<b>Not-to-Exceed Amount</b>
\$12,093,774.33	\$8,292,453

## CONTRACT MODIFICATION/CHANGE ORDER LOG

## MICROTRANSIT PILOT PROJECT/PS46292001

Mod. No.	Description	Status (approved or pending)	Date	\$ Amount
1	Extend period of performance	Approved	09/04/18	\$0.00
2	Extend period of performance	Approved	12/19/18	\$0.00
3	Revise Statement of Work to increase work to be performed	Approved	05/23/19	\$66,334
4	Extend period of performance	Approved	10/31/19	\$0.00
5	Part B (Implementation) of MicroTransit Pilot Project	Approved	07/30/20	\$28,874,748
6	Add new subcontractor	Approved	09/22/20	\$0.00
7	Expand MicroTransit Operations to three additional service zones (North Hollywood/Burbank, El Monte and Compton/Artesia) for 24 months	Approved	1/28/21	\$5,970,870
8	Revise the requirements for the excess liability insurance requirement.	Approved	4/23/21	\$0.00
9	No cost time extension for the continuation of services through March 31, 2023.	Approved	12/13/22	\$0.00
10	Extend period of performance for six months for the continuation of the MicroTransit Pilot Program through September 30, 2023.	Pending	Pending	\$8,292,453
	<b>Modification Total:</b>			<b>\$43,204,405</b>
	<b>Original Contract:</b>	<b>Approved</b>	04/26/18	<b>\$219,650</b>
	<b>Total:</b>			<b>\$43,424,055</b>

## DEOD SUMMARY

**MICROTRANSIT PILOT PROJECT (MTP) – PART B  
(IMPLEMENTATION)/PS46292001**

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) established a 10.00% Small Business Enterprise (SBE) and a 3% Disabled Veterans Business Enterprise (DVBE) goal for this solicitation. Rideco, Inc. made a 10.23% SBE and a 3.20% DVBE commitment. Based on payments, the project is 84% complete and the current SBE participation is 14.96% and the DVBE participation is 1.60%, exceeding the SBE commitment by 4.73% and representing a DVBE shortfall of 1.60%.

While Rideco is currently exceeding its overall SBE commitment by 4.73%, Rideco under-utilized, as part of the base contract and as originally listed, SBE/DVBE subcontractors, Arellano Associates, Design Studios, Inc. dba Ready Art Works (RAW), and DVE Global Marketing, Inc. dba Proforma (Proforma). Rideco reported that due to COVID-19, marketing activities were not needed to the level expected when the contract was awarded, impacting the utilization of its listed SBE subcontractors. Rideco further indicated that the reduction in the number of vehicles ordered by Metro affected the utilization of DVBE subcontractor, as Proforma's scope of work was vehicle wrapping.

Rideco was requested to submit a revised shortfall mitigation plan by March 30, 2023, to incorporate the proposed option year extension work. Staff will continue to track Rideco's efforts to address the under-utilization of its listed firms and its efforts to continue to meet or exceed its commitments.

<b>Small Business Commitment</b>	<b>SBE 10.23% DVBE 3.20%</b>	<b>Small Business Participation</b>	<b>SBE 14.96% DVBE 1.60%</b>
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	<b>SBE Subcontractors</b>	<b>% Committed</b>	<b>% Participation</b>
1.	Arellano Associates	2.19%	1.85%
2.	Disign Studios, Inc. dba Ready Artworks	8.04%	5.03%
3.	Sandbox Production, LLC dba Autoconcierge	Added	8.08%
	<b>Total Commitment</b>	<b>10.23%</b>	<b>14.96%</b>

	<b>DVBE Subcontractors</b>	<b>% Committed</b>	<b>% Participation</b>
1.	DVBE Global Marketing, Inc.	3.20%	1.60%
	<b>Total Commitment</b>	<b>3.20%</b>	<b>1.60%</b>

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

A review of the current service contract indicates that the Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) was not applicable at the time of award. Therefore, the LW/SCWRP is not applicable to this modification.

**C. Prevailing Wage Applicability**

Prevailing wage is not applicable to this modification.

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

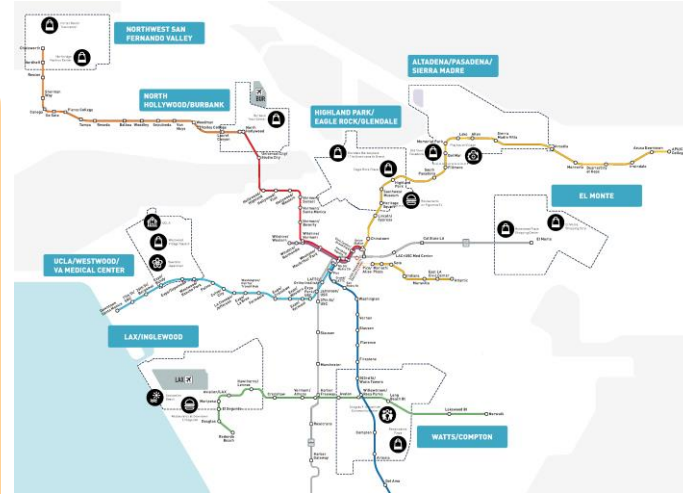
Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of \$2.5 million.

# Metro Micro™



# Implementation Phases

- **2016** - Office of Extraordinary Innovation evaluated unsolicited proposal relative to on-demand services
- **2017** - Began project design and issued a Request for Proposals to procure services for planning, design, testing and evaluation of a technology-based service for traveling short distances
- The solicitation was issued under 2 Parts:
  - Part A – Planning & Design (Feasibility) (PDA contract)
  - Part B – Implementation & Evaluation (P-3 contract)
- **2018** - Three contractors (RideCo, Via and Transdev) were awarded Part A (PDA) contracts to compete for Part B
- **2019** - Contractors completed Part A (Planning & Design Feasibility Study) and Final Reports were evaluated for award of Part B (Implementation & Evaluation)
- **2020** - RideCo, Inc. was awarded Part B (P-3) contract to implement MicroTransit
- Metro launched 1st Zone in Dec. 2020
- **2021 –2022** - Metro Micro launches a total of 8 zones within 2 years in staggered starting dates with ongoing optimization efforts



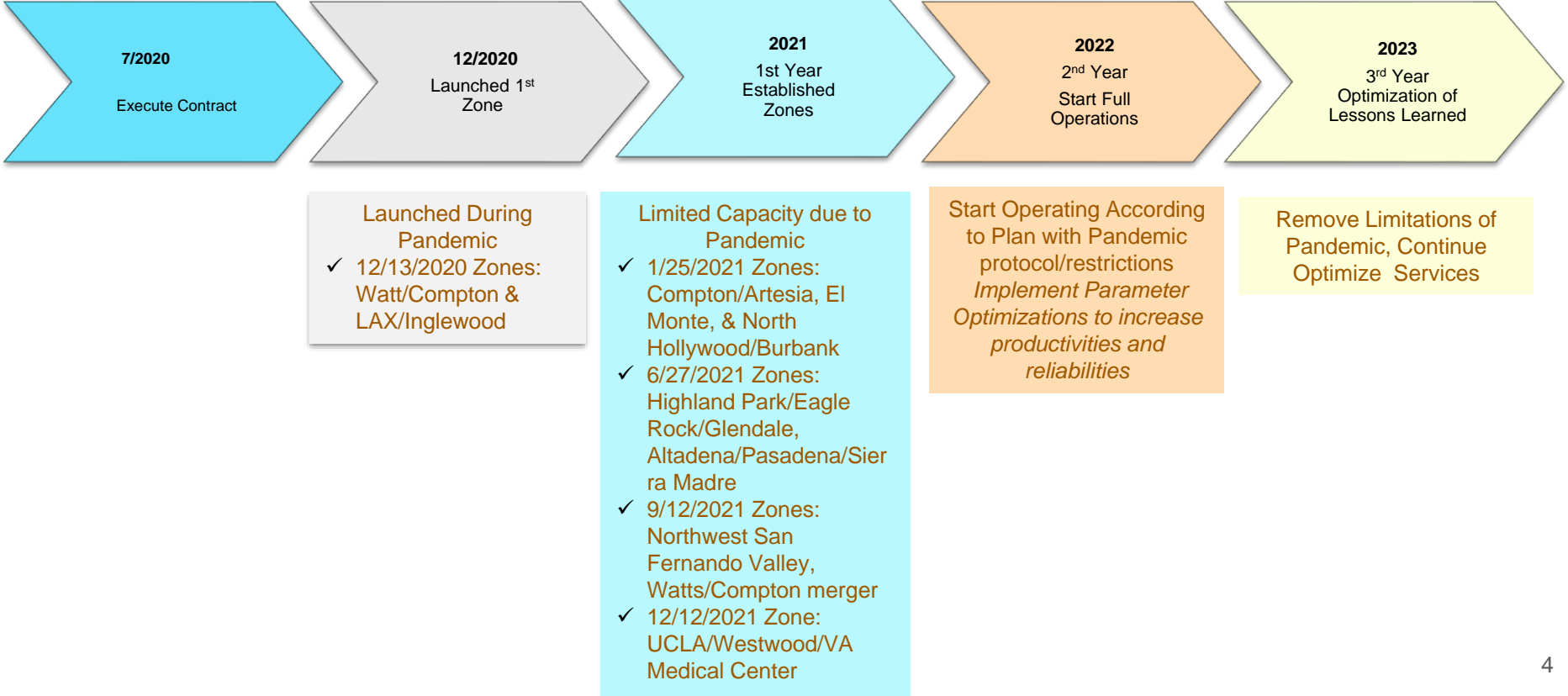
# Micro Transit Service and NextGen



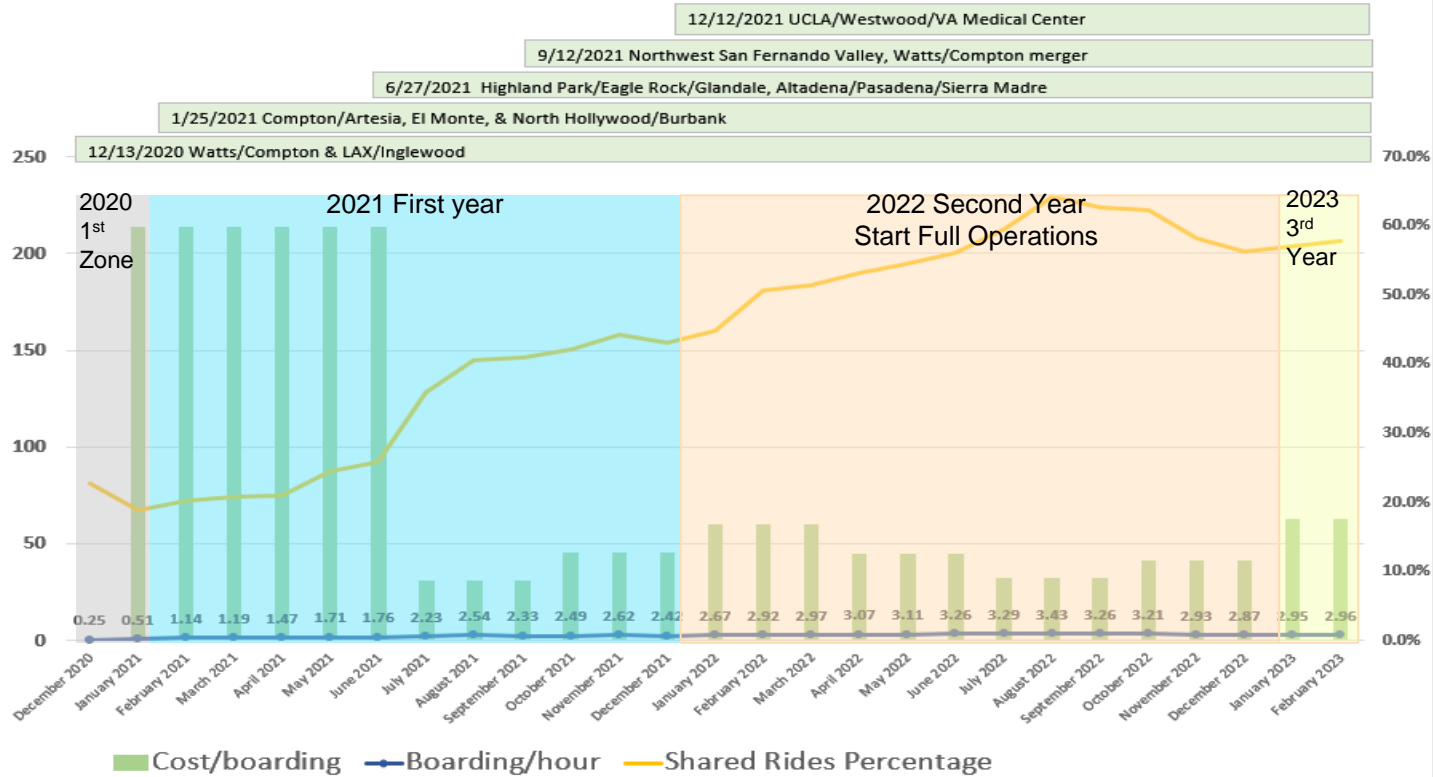
Launch	Zone Name	NextGen Cancellation
Winter 2020	Watts/Compton	Lines: 254 and 612
Winter 2020	LAX/Inglewood	Lines: 115 (part) and 525
Winter 2021	El Monte	N/A
Winter 2021	North Hollywood/Burbank	Lines: 183 (Bel Aire Dr) and 222(Barham Bl)
Summer 2021	Highland Park/Eagle Rock/Glendale	Lines: 83, 183, 201, 256 (part) and 685
Summer 2021	Altadena/Pasadena/Sierra Madre	Lines: 181, 256 (part), 264, 267 (part), 268 (part), 487 (part), and 687
Fall 2021	Northwest San Fernando Valley	Lines: 242/243 (Porter Ranch)
Winter 2021	UCLA/Westwood/VA Medical Center	N/A



# Timeline



# Performance and Costing



# Key Performance Indicators & Measures



Zone-level	Measure	Target	FY 2020-2021		FY 2021-2022				FY 2022-2023		
			Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3 (Projected)
Ridership	Average weekday ridership	5,090*	159	348	899	1,403	1,754	2,025	2,152	1,930	2,016
	Passengers per vehicle per hour	7.00	0.99	1.66	2.26	2.51	2.86	3.15	3.33	3.01	2.97
	Average weekday ridership	5,090*	159	348	899	1,403	1,754	2,025	2,152	1,930	2,016
	Percentage of excess demand (no ride available)	<5.00 %	5.5%	4.6%	15.1%	12.6%	28.7%	32.9%	31.4%	35.6%	34.2%
	On-Time Performance (pick-ups and drop-offs)	95.00 %	98.5%	97.2%	91.5%	90.4%	87.0%	85.0%	85.2%	84.8%	86.3%
Cost	Cost per boarding	\$7.86	\$102.8	\$324.7	\$30.9	\$45.5	\$59.9	\$45.1	\$32.5	\$41.5	\$62.97

- The Metro Micro cost per trip is fluctuated from \$30.9 to \$62.97 due to variance in when invoice payments were deducted from the cost center. This compares to:
  - \$8.21 per trip for NextGen affected lines in Micro Zones
  - \$60.78 per trip for Access Services paratransit service

# Efforts to Optimize the Service



In June/July 2022, software parameters were changed to attempt to optimize the service, by creating more opportunities for shared rides and less rejected trips:

Parameter	Description	Example
On-Board Time	Maximum onboard time allowed for trip reservations was increased slightly in order to maximize shared rides	<ul style="list-style-type: none"><li>• Original calculation = Direct Drive time + 20 minutes</li><li>• Maximum onboard time = Direct Drive time + 25 minutes (POI trips) or + 30 minutes (non-POI trips)</li><li>• Changes were to add 5 minutes and 10 minutes respectively to the above two trip types.</li><li>• Note: POI = Point of Interest i.e. higher demand location</li></ul>
Time Snapping	For selected POIs (transit centers, schools) scheduled arrival or departure times were established to maximize shared rides	<p>When a passenger requests a ride for 3:05, and rides are “snapped” to every 15 minutes, they will get trips offered at 3:00, 3:15, and 3:30, but not 3:05 or 3:20.</p> <p>1-2 POIs in each zone are being tested with Time Snapping</p>
Frequency Variation	Frequency of rides offered to/from lower demand areas on the edge of zones was limited to every 30 minutes to maximize shared rides to/from these areas and keep most resources in the higher demand core of each zone	<p>When a passenger requests a ride from most locations, they will receive available trip times 10-20 minutes apart.</p> <p>In Frequency Variation areas, they would get available trip times 30 minutes apart.</p>

# Parameter Optimizations by Zone



Zone	Time Snapping	Implementation	Frequency Variation	Implementation
Watts/Compton	Willowbrook – Rosa Parks Station	June, 2022	East of 710 (Rancho Los Amigos area)	July, 2022
LAX/Inglewood	Aviation/LAX Station (C Line Schedule)	June, 2022	North of Florence	July, 2022
El Monte	El Monte Station	June, 2022	East of 605	July, 2022
North Hollywood/Burbank	North Hollywood Station	June, 2022	North of Saticoy	July, 2022
Northwest San Fernando Valley	CSUN Transit Center	June, 2022	North of 118 (Porter Ranch)	July, 2022
UCLA/Westwood/VA Medical Center	Hendrick Hall-UCLA dorms	June, 2022	Not applicable	
Highland Park/Eagle Rock/Glendale	Brand/Harvard (15 mins) Highland Park Station	July, 2022	Not applicable	
Altadena/Pasadena/Sierra Madre	Sierra Madre Villa (Old Town Pasadena)	July, 2022	Northwest corner of the zone (JPL)	July, 2022

# Planned Service Enhancements

Reduce contract staff hours

Reduce report location from 4 to 3

Realign fuel and insurance cost

Increase vehicles for reliability

Improve maintenance frequency to improve reliability

Implement in zone relief

Enhanced customer survey to gather demographic data and complete a mode-shift analysis

Extend the contract by 6 months to implement enhancements and lessons learned for the program.

**Board Report**

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**File #:** 2022-0487, **File Type:** Motion / Motion Response**Agenda Number:** 33.

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**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE  
MARCH 16, 2023****SUBJECT: USE OF PUBLIC SAFETY DATA MOTION RESPONSE****ACTION: APPROVE RECOMMENDATIONS****RECOMMENDATIONS****ADOPT:**

- A. The Bias-Free Policing Policy (Attachment A); and
- B. The Public Safety Analytics Policy (Attachment B).

**ISSUE**

At its April 2022 meeting, the Board approved Motion 45 (Attachment C) by Directors Mitchell, Dupont-Walker, Hahn and Bonin directing staff to develop a Bias-Free Policing Policy and Public Safety Data Analytics Policy to avert racial profiling and bias in the deployment of Metro security and law enforcement services, consistent with the Metro Public Safety Mission statement that recognizes that each individual is entitled to a safe, dignified and human experience.

**BACKGROUND**

The customer code of conduct sets the foundation for delivering public safety services for our riders as it informs our customers about the behaviors we expect and will not tolerate to ensure a positive experience for everyone. It also provides guidance about the protocols for compliance

In Fall 2021, CEO Wiggins directed Metro's System Security & Law Enforcement (SSLE) to conduct a review of Code of Conduct citations, as part of her goal that Metro provides a safe, transparent, and equitable system for all. The review revealed that more than half of citations for "taking up more than one seat" and "riding with excess baggage" were issued to Black riders year-over-year from 2018-2020. Further, data from 2020 showed that African Americans received 53% of fare citations despite comprising 16% of Metro's ridership. While these outcomes do not rise to the level of formal discrimination, racial inequities and racial harm are made evident through the initial analysis of the data. In December 2021, the Metro Office of Civil Rights launched a Mystery Rider Fare Observation Program to independently review the fare compliance process. Further, in April 2022, the Board unanimously reaffirmed and declared that racism is a threat to public health and safety and that racism against Black people has reached crisis proportions that result in large disparities in life

outcomes beyond the Metro system.

In February 2022, the SSLE department proposed creating the Analytics-Led Public Safety program as a part of the larger Reimagining Public Safety plan. The program would leverage data analytics to aid the review of ridership statistics, customer feedback surveys, security information, and homeless outreach data to help inform Metro's deployment of public safety resources to areas that need them the most. This raised concerns from community groups, racial justice advocacy organizations, and the Public Safety Advisory Committee (PSAC) that the proposal did not consider potential unintentional consequences and how Metro would mitigate against disproportionate impacts. Specifically, concerns were raised about predictive policing and the potential to utilize racially biased data, including citation data, to inform resource deployment that would only cause more racially biased outcomes. SSLE affirmed that data analytics is not the same as predictive policing. Data analytics is a method to understand the risks and issues impacting the system by leveraging Metro derived data. Specifically, data driven insights on risks and issues, that are not racially-based, would drive resource deployments, to include non-law enforcement alternatives.

In an effort to ensure that unconscious bias does not influence the Analytics-Led Public Safety Program, in April 2022, the Metro Board directed staff to develop a Bias-Free Policing Policy and Public Safety Data Analytics Policy. The policies, along with existing mandated training and oversight, affirm Metro's commitment to averting racial profiling and bias in the use of data and deployment of security resources.

## **DISCUSSION**

As approved by the Board, the following are the mission and values statements for public safety on the Metro system:

Mission Statement: Metro safeguards the transit community by taking a holistic, equitable, and welcoming approach to public safety. Metro recognizes that each individual is entitled to a safe, dignified, and human experience.

Values Statements:

- Implement a Human-Centered Approach
- Emphasize Compassion and a Culture of Care
- Recognize Diversity
- Acknowledge Context
- Committed to Openness and Accountability

## **Bias-Free Policing Policy**

Metro expressly prohibits all forms of biased policing. The Bias-Free Policing policy is essential to Metro's commitment to impartial and equitable treatment of all individuals, regardless of their personal characteristics. The policy establishes clear expectations and standards for fair and unbiased policing and reinforces the importance of treating all individuals with respect and dignity. This policy is crucial to effectively carry out Metro's safety mission, vision, and values.



Unbiased and equitable treatment is essential to ensure all Metro riders are treated in a fair, impartial, equitable, and objective manner and are not subjected to discrimination or prejudice based on personal demographics, such as their race, gender, religion, or socio-economic status. The policy directs that all contact with safety personnel will be based solely on the facts and circumstances of a situation, without being influenced by personal biases or prejudices when making decisions about safety deployment, to detain, cite or arrest.

The policy states unequivocally that Metro will:

- A. Dignify and respect the diversity and cultural differences of all people.
- B. Assure the highest standard of integrity and ethics among all agency personnel.
- C. Identify, prevent, and eliminate any instances of biased policing and racial profiling by agency personnel.
- D. Provide bias-free security services consistent with constitutional and statutory mandates.
- E. Prioritize the use of non-law enforcement response to calls for service when appropriate.
- F. Ensure any data or information obtained by Metro or associated contract services or law enforcement agencies regarding actual or perceived race, religion, color, ethnicity, national origin, age, gender, gender identity, gender expression, sexual orientation, disability, immigration, or employment status, English language fluency or homeless circumstance, is never used in a manner that supports bias or discrimination.
- G. Uphold the agency's commitment to protecting and serving people through transit services, safety, and non-law enforcement resources that promote and strengthen public trust and confidence in Metro and enhance the legitimacy of its policing practices.

The application portion of this policy focuses on ensuring that except in "suspect specific incidents," where acknowledgement, identification or reference to a suspect's specified characteristics is critical to the preservation of public safety, police and security officers are prohibited from considering actual or perceived race, religion, color, ethnicity, national origin, age, gender, gender identity, gender expression, sexual orientation, disability, immigration, or employment status, English language fluency or homeless circumstance in deciding to engage or detain a person. All contacts and activities shall be unbiased and based on legitimate, articulable facts, consistent with reasonable suspicion or probable cause standards as required by federal and state law. The policy defines key terms, outlines responsibilities associated with deploying fair and impartial treatment, sets compliance standards, reporting and training protocols, and plans to monitor performance and track key performance indicators.

Training is critical in ensuring compliance with the policy. Metro requires implicit bias training for all employees. In addition, the following training is mandatory for all Metro staff and contractors providing security resources on the system.

1. Bystander Intervention
2. Implicit (Unconscious) Bias for Transit Security
3. Safety/Security Training (Includes a primer on Unconscious Bias training)

In addition to the required training, safety and security personnel currently receive training on good practices of de-escalation, culture awareness, and Metro will work with local community-based organizations, and P.A.T.H to receive training on mental health and other social services. Whenever possible, Metro will integrate community members, from various backgrounds, into trainings to ensure they include the perspective of those whom Metro serves. Metro will also coordinate with PSAC to identify and advise on additional training curriculum opportunities.

### Monitoring Performance

The Deputy Chief of Civil Rights will conduct an annual review of police and security reports, and the Safety Officer or designee will on a quarterly basis review the Transit Watch App, Customer Comment Analysis Tracking System (CCATS), and Customer Experience (CX) surveys to develop a report assessing feedback related to Metro anti-bias/anti-discrimination policies. Additionally, SSLE will at least annually assess customer's favorable impression of transit policing services including quality, fairness, helpfulness and satisfaction regarding racial profiling and/or bias.

To ensure transparency, specific KPIs will be tracked on a public facing dashboard that will include:

- Agency-wide annual compliance of all mandatory anti-bias related training (expectation of 100% compliance).
- Reports of complaints against law enforcement and security resources (expectation of year over year reduction).
- Use of force incidents (expectation of year over year reduction).
- Deployment of law enforcement security alternatives (expectation of year over year increase).
- Number of citations levied against marginalized communities (expectation of year over year reduction relative to population).

This policy will help to build a safer, more inclusive experience on the Metro system, ensuring all customers are confident that they will be treated fairly and impartially by security personnel. A failure to comply with this policy is viewed by Metro as counterproductive to building trust with and respect of riders and employees and will be considered serious misconduct.

### **Public Safety Analytics Policy**

Public safety analytics is a tool for improving public safety outcomes. By leveraging data and technology, staff can better understand the nature and scope of public safety challenges and develop more effective strategies and interventions to address them.

Removing bias from public safety analytics is foundational because biased data can lead to biased decisions, which can harm certain groups in the community. The policy affirms that in deploying public safety resources, Metro considers information and data from a variety of platforms and sources but intends to safeguard against using such data and platforms in a discriminatory manner that is inconsistent with Metro policies and procedures.

Metro is committed to protecting the constitutional and civil rights of all people as outlined in Title VII

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of the 1964 Civil Rights Act and the Americans with Disability Act (ADA). The purpose of this policy is to emphasize the agency's commitment to the collection and use of fair and bias-free public safety analytics and data and the fair and bias-free treatment of all people. This policy reaffirms Metro's pledge to bias-free practices and directs that the use of all data be done in a bias-free, non-discriminatory manner in its deployment of security and law enforcement services.

The policy's purpose is to remove bias from public safety analytics by ensuring that the data being used is of high quality - that is accurate, complete, consistent, reliable, and up to date - all of which determines how much a decision maker and stakeholders can trust the findings and implications. Equally important is ensuring the data has context, which limits assumptions and biases that could adversely impact the quality of the data. In addition, Metro will be trained to recognize and avoid biases in the analysis. The policy will ensure to the public that our analytics efforts are fair and equitable and that they promote public safety for all members of the community.

Metro is committed to utilizing data gathered in a bias-free, non-discriminatory manner in its deployment of security and law enforcement services, and to never utilize racial data in deploying resources.

The application portion of the policy addresses the use of analytics, the data sources that are anticipated to be utilized, the reports that will be generated from such data sources, the analytical tools that will be used, and how data will be gathered and assessed for quality and context. The policy also defines key terms, clarifies responsibilities for compliance and training, and establishes key performance indicators.

Regarding data sources, the policy states that Metro will focus on leveraging information from the following data sets, much of which is Metro derived:

- Calls for Service reports
- Vehicle maintenance requests
- Transit Watch App Incident reports
- Law Enforcement Service Requests (LESR)
- Incident reports
- Customer Comment Analysis Tracking System (CCATS)
- Customer Experience surveys
- Intrusion alarms at Metro facilities
- Trend reports from homeless outreach teams
- Justice Equity Need Index
- Justice Equity Services Index
- Everbridge alerts
- Frontline employee feedback (e.g., bus operators, custodians)

Metro will cite the instances and circumstances for using any external data sets.

### Monitoring Performance and KPIs

To ensure policy compliance, Metro will take the following steps:

- SSLE will conduct quarterly reviews of security and analytic reports to confirm compliance with this policy. This includes reports which feature demographics, personal identifying information, or law enforcement or Metro-derived BOLOs.
- SSLE will ensure all agency personnel involved in public safety analytics maintain 100% annual compliance in attending and completing all related bias and discrimination training.
- SSLE will promptly address all complaints and will conduct a quarterly review of customer comments and complaints to ensure compliance with this policy.
- SSLE will continually evaluate KPIs to effectively measure success and assess impacts of the analytics program.
- KPI results will be published in a public facing dashboard.

As with the Bias-Free Policing policy, a failure to comply with this policy will be viewed by Metro as counterproductive to building the trust with and respect of customers and employees and will be considered to be an act of serious misconduct.

Collectively, these policies will work toward ensuring that all riders experience a transit system that is free of implicit/unconscious bias practices from security resources and law enforcement.

### **Community Outreach**

SSLE staff worked with the first PSAC cohort to include a discussion of the motion in their workplan. In July 2022, staff presented to the PSAC's Non-Law Enforcement Alternatives Ad-hoc Subcommittee and discussed the intent to use various data points to enhance the implementation and effectiveness of its public safety resources. Metro staff reassured PSAC members that these objectives are not synonymous with predictive policing. Instead, Metro's safety programs place the customer at the forefront while recognizing that "feeling safe" is not a one-size-fits-all mentality. As a result, on August 17<sup>th</sup>, 2022, the PSAC voted on their recommendations regarding the Public Safety Analytics and Bias-Free Policing Policies (Attachment D).

In November 2022, SSLE engaged representatives from various Metro departments to discuss how both the Bias Free Policing and Public Safety Analytics policies were in line with Metro's commitment to equity and providing a system unencumbered by bias and discrimination. SSLE received feedback and recommendations which were incorporated into the policies. SSLE also reviewed State and federal guidelines to ensure the policies reflected fair and impartial treatment consistent with constitutional and statutory mandates.

In January 2023, Metro reached out to the following community organizations who had contacted the Board in April 2022 to present them with the drafted policies and seek their feedback:

- ACLU of Southern California
- Advancement Project California (Now Catalyst California)
- Community Coalition
- Community Power Collective
- Coalition for Humane Immigrant Rights (CHIRLA)
- Education Workers United, SEIU Local 99
- Esperanza Community Housing Corporation
- Investing in Place
- LA Black Worker Center
- LA Forward Action
- Labor Community Strategy Center/Bus Riders Union
- Los Angeles Walks
- People for Mobility Justice
- Strategic Actions for a Just Economy (SAJE)
- Stop LAPD Spying Coalition
- Women Organizing Resources Knowledge and Services (WORKS)

Of the aforementioned groups, People for Mobility Justice along with members of the current and former PSAC participated in SSLE hosted feedback sessions to address questions, elicit concerns, and incorporate feedback into the policies. Both policies received positive feedback with the participants recommending other data sources and validating that the key performance indicators were consistent in measuring the success of policy compliance. In addition to the feedback sessions, both policies were peer reviewed by UCLA's Center for Policing Equity.

The concerns identified by all groups during the peer review and feedback sessions are as follows:

- Remove language regarding community policing
- Ensuring Community Based Organizations (CBOs) and the PSAC contributed and had an opportunity to review training curriculum related to bias and de-escalation and add training on cultural awareness and mental health
- Providing clear conduits for the public and employees to report discrimination and bias
- Ensuring terminology is consistent throughout the policies
- Define retaliation
- Ensure the public facing dashboards are accessible to all and are easy to use

## **DETERMINATION OF SAFETY IMPACT**

Both the Bias Free Policing and Public Safety Data Analytics policies are critical to supporting Metro's goal of operating a safe and secure system free of bias and discrimination. Incorporating these

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policies strengthens the trust between Metro and the community Metro serves by establishing transparency and accountability for security resources.

### **FINANCIAL IMPACT**

There is no financial impact to adopting both policies.

### **EQUITY PLATFORM**

Approving these policies promotes public confidence that Metro is a safe and secure system that is free of bias and discrimination. Transparency and accountability for security and law enforcement resources are critical to establishing public trust and creating a culture of safety and inclusivity aboard the Metro system.

Community engagement played a vital role in the development of these policies. Metro staff recognize the criticality of earning public trust and actively sought feedback to address concerns regarding policing across the system, perceived biases of security and law enforcement resources, and the use of public safety analytics. Metro hosted several virtual feedback sessions and received peer review from UCLA's Center for Policing Equity. Incorporated feedback included clarifying terminology, validating key performance indicators, and ensuring the policies articulated transparency and accountability when violations occurred. In addition to the policies, feedback participants requested regular engagements with SSLE and the opportunity to have input on content related to public facing dashboards.

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

The recommendation supports Strategic Plan Goals #2.1: Deliver outstanding trip experiences for all users of the transportation system; Metro committed to improving security and #5.2: Provide responsive, accountable, and trustworthy governance within the Metro organization; Metro will exercise good public policy judgment.

### **NEXT STEPS**

Upon board approval, SSLE will make these policy directives effective and implemented within FY23.

Metro security personnel will receive annual training relating to bias-free policing and proper use of data analytics.

Staff will also conduct quarterly compliance reviews of all security and analytic reports and review the Transit Watch App, Customer Comment Analysis Tracking System and Customer Experience surveys to assess adherence to Metro anti-bias/anti-discrimination policies. A public facing dashboard will also be created to track key performance indicators by the end of FY23 Q4.

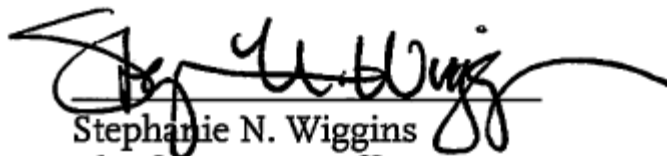
Staff will leverage PSAC to engage the community regarding data usage and receive feedback on potential biases and/or concerns.

**ATTACHMENTS**

Attachment A - Bias-Free Policing Policy  
Attachment B - Public Safety Analytics Policy  
Attachment C - Board Motion 45  
Attachment D - PSAC Recommendations

Prepared by: Robert Gummer, Deputy Executive Officer, (213) 922-4513

Reviewed by: Gina Osborn, Chief Safety Officer, Chief Safety Office, (213) 922-3055



Stephanie N. Wiggins  
Chief Executive Officer



**Metro**

## **GENERAL MANAGEMENT Bias-Free Policing Policy**

(GEN 64)

### **POLICY STATEMENT**

Metro is committed to providing transit services and enforcing the Code of Conduct in a professional nondiscriminatory, fair, and equitable manner. Discriminatory conduct on the basis of an individual’s actual or perceived race, religion, color, ethnicity, national origin, age, gender, gender identity, gender expression, sexual orientation, disability, immigration, or employment status, English language fluency or homeless circumstance, is prohibited while performing any Metro activity. Metro has a zero-tolerance policy for any form of confirmed bias or discrimination, and expressly prohibits all forms of biased policing.

The intent of this policy is to avert racial profiling and discriminatory actions in the deployment of Metro security and public safety resources and build mutual trust and respect with the diverse groups and communities Metro provides service to. This policy will serve as a companion to the “*Public Safety Analytics Policy*”, which ensures that any use of internal and external data sources is done in a manner that averts racial profiling and discrimination.

### **PURPOSE**

Metro is committed to protecting the constitutional and civil rights of all people as outlined in Title VII of the 1964 Civil Rights Act and the Americans with Disability Act (ADA). The purpose of this policy is to emphasize this agency’s commitment to the fair and bias-free handling of security resources and to the fair and bias-free treatment of all system patrons. All Metro security staff, contractors, and law enforcement partners supporting Metro will be expected to abide by this policy.

### **APPLICATION**

This policy applies to all Metro employees and contractors. Contracted law enforcement entities will be provided the policy and be required to adhere to it.

\_\_\_\_\_  
APPROVED: County Counsel or N/A

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
ADOPTED: CEO

Effective Date: \_\_\_\_\_





**Metro**

## **GENERAL MANAGEMENT Bias-Free Policing Policy**

(GEN 64)

### **1.0 GENERAL**

All individuals having contact with agency personnel shall be treated in a fair, impartial, bias-free, and objective manner, in accordance with the law, and without discrimination as defined in this policy.

It is the policy of Metro:

- A. Dignify and respect the diversity and the cultural differences of all people.
- B. Assure the highest standard of integrity and ethics among all agency personnel.
- C. Identify, prevent, and eliminate any instances of biased policing and racial profiling by agency personnel.
- D. Provide bias-free security services consistent with constitutional and statutory mandates.
- E. Prioritize the use of non-law enforcement response to calls for service when appropriate.
- F. Ensure any data or information obtained by Metro or associated contract services or law enforcement agencies regarding actual or perceived race, religion, color, ethnicity, national origin, age, gender, gender identity, gender expression, sexual orientation, disability, immigration, or employment status, English language fluency or homeless circumstance, is never used in a manner that supports bias or discrimination.
- G. Uphold the agency's commitment to protecting and serving people through transit services, safety, and non-law enforcement resources that promote and strengthen public trust and confidence in Metro and enhance the legitimacy of its policing practices.

It is Metro's policy that except in "suspect specific incidents" where acknowledgment, identification, or reference to a suspect's specified characteristics is critical to the preservation of public safety, police and security officers are prohibited from considering actual or perceived race, religion, color, ethnicity, national origin, age, gender, gender identity, gender expression, sexual orientation, disability, immigration or employment status, English language fluency or homeless circumstance in deciding to engage or detain a person.

### **2.0 DEFINITION OF TERMS**

Title VII - Title VII of the 1964 Civil Rights Act prohibits discrimination on the basis of race, color, or national origin by recipients of federal financial assistance.



**Metro**

## **GENERAL MANAGEMENT Bias-Free Policing Policy**

(GEN 64)

**Biased Policing** - Discrimination in the performance of law enforcement duties or delivery of police services by Metro or based on personal prejudices or partiality of agency personnel toward classes of people based on specified characteristics.

**Americans with Disability Act (ADA)**: Federal law that prohibits discrimination on the basis of a disability. To be protected by the ADA, you must have a disability or relationship with an individual with a disability.

**Fair and Bias-free Treatment** - Conduct of agency personnel and contractors wherein all people are treated in the same manner under the same or similar circumstances irrespective of specific characteristics.

**Discrimination** - Any adverse act or failure to act based on race, color, national origin, religion, sex, age, physical or mental disability or condition, ancestry, marital status, sexual orientation, gender identity, gender expression, affiliation, or any other basis protected under applicable federal or state law.

**Racial/Ethnic Profiling** - Suspecting someone of having committed an offense based on race, ethnicity, or national origin rather than relevant information specific to the conduct in question.

**Police Services** - Actions and activities that may not directly include enforcement of the law, but that contribute to the overall well-being of the public. These include, but are not limited to, such tasks as public assistance to persons who may be lost, confused, or affected by mental or physical illness, as well as responding to medical emergencies, and providing lifesaving services, crime prevention, public information, and community engagement.

**Protected Classes** - For the purposes of this policy, real or perceived personal characteristics, including but not limited to race, color, national origin, religion, sex, medical conditions, disability, age, citizenship status, marital status, sexual orientation, gender identity, or political affiliation<sup>1</sup>.

### **3.0 RESPONSIBILITIES**

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<sup>1 1</sup> This list is not exhaustive but is intended to identify the factors that are most likely to produce differential decisions on the part of law enforcement. The definition of protected classes is consistent with the following laws; Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Rehabilitation Act of 1973.



**Metro**

## **GENERAL MANAGEMENT Bias-Free Policing Policy**

(GEN 64)

The Chief Executive Officer will ensure all agency personnel and contractors engaged in providing safety and security resources are operating in compliance with this policy and adhere to it.

### **3.1 Fair and Impartial Treatment**

1. Biased policing is prohibited both in the enforcement of the law and the delivery of security and police services.
2. Agency personnel shall take equivalent enforcement actions and provide bias-free services to all people in the same or similar circumstances.

### **3.2 Compliance and Reporting**

1. Agency personnel are encouraged to intervene at the time the biased policing or security incident occurs. Agency personnel who witness or who are aware of instances of biased policing are encouraged to report as early as possible.
2. Supervisors shall:
  - a. Ensure that all agency personnel in their command are familiar with the content of this policy and shall be alert and respond when biased policing is occurring.
  - b. Respond to violations of this policy with training, counseling, discipline, or other remedial intervention as deemed appropriate to the violation.
  - c. Ensure that those who report instances of biased policing are not subject to retaliation<sup>2</sup>.
  - d. Employees concerned about leveraging their respective chains of command can contact the Office of Civil Rights at 213-418-3190 to report instances of biased policing and discrimination.
3. Information on biased-policing complaints and any additional relevant information shall be provided to the Chief Executive Officer or their designee in a manner most suitable for administrative review, problem assessment, and development of appropriate officer-level and/or agency-level corrective actions. At least quarterly, a summary of biased-policing complaints should be provided to the Chief Executive Officer or their designee.

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<sup>2</sup> The Supreme Court has defined retaliation as an intentional act in response to a protected action. Retaliation is a deliberate action used to send a clear message that complaining is unwelcome and risky. It is employed to instill fear in others who might consider making a complaint in the future. Those with cause for complaining are frequently among the most vulnerable in an institution. Once they complain, they are labeled “trouble-makers.” Retaliation, and the fear of retaliation, becomes a potent weapon used to maintain the power structure within the institution.

Bias-Free Policing Policy (GEN 64)



**Metro**

## **GENERAL MANAGEMENT Bias-Free Policing Policy**

(GEN 64)

4. Metro will generate and maintain a public facing bias complaint dashboard to ensure transparency with the community regarding any allegations of the use of age, disability, ethnicity, gender, nationality, race, religion or sexual orientation as a basis for action by Metro security services..
5. Community members who are victims of unconscious bias, discrimination, or racial profiling by Metro staff, contractors, or contracted law enforcement services have several options to file a formal complaint.
  - a. Complete the online Civil Rights Complaint form found at [https://media.metro.net/about\\_us/title\\_vi/images/civil\\_rights\\_complaint\\_form.pdf](https://media.metro.net/about_us/title_vi/images/civil_rights_complaint_form.pdf)
  - b. Submit a complaint via the Transit Watch Application
  - c. Contact Customer Relations via email at [CustomerRelations@metro.net](mailto:CustomerRelations@metro.net) or call 213-922-6235 or 1-800-464-2111.

A failure to comply with this policy is counterproductive to building trust and respect with Metro customers and employees and is an act of serious misconduct and will result in discipline or termination. Any employee who becomes aware of biased policing or any other violation shall report it in accordance with established Metro procedures. Contract public safety employees shall report violations of this policy in accordance with the host agency and Metro procedures.

### **3.3 Training**

Metro requires annual implicit bias training for all employees. In addition, the following represents mandatory training for all Metro staff and contractors providing security resources on the system.

1. Bystander Intervention (De-Escalation Training)
2. Implicit (Unconscious) Bias for Transit Security
3. Safety/Security Training (Includes a primer on Unconscious Bias training)

In addition to required training, safety, and security personnel will also receive training on good practices of de-escalation and culture awareness. Metro will work with local Community-Based Organizations to develop and deliver training on mental health and other social services. Whenever possible, Metro will integrate community members from a variety of backgrounds into trainings to ensure the training includes the perspective of those whom Metro serves. Metro



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## **GENERAL MANAGEMENT Bias-Free Policing Policy**

(GEN 64)

will also coordinate with the Public Safety Advisory Committee (PSAC) to identify and vet training curriculum opportunities.

### **3.4 Monitoring Performance and Key Performance Indicators (KPI)**

1. The Deputy Chief of Civil Rights will conduct an annual review of police and security reports.
2. On a quarterly basis, the Chief Safety Officer or designee will review the Transit Watch App, Customer Comment Analysis Tracking System (CCATS), and Customer Experience (CX) surveys to develop a report assessing feedback related to Metro anti-bias/anti-discrimination policies.
3. Through the annual or bi-annual safety and security survey of Metro patrons/riders, SSLE will assess and report on the following:
  - Percent Favorable Impression of Transit Policing Services
  - Service Rating - Service Quality
  - Service Rating – Fairness
  - Service Rating – Helpfulness
  - Increased rider satisfaction regarding racial profiling/bias
4. Metro will develop benchmarks for Key Performance Indicators, which will be tracked on a public-facing dashboard include:
  - Agency-wide annual compliance of all mandatory anti-bias related training.
  - Reports of complaints against law enforcement and security resources (expectation of year over year reduction).
  - Use of force incidents (expectation of year over year reduction).
  - Tracking the increased deployment of law enforcement/security alternatives (expectation of year over year increase).
  - Number of citations levied against marginalized communities (expectation of year over year reduction).

### **4.0 FLOWCHART**

Not Applicable

### **5.0 REFERENCES**

- Title VII of the 1964 Civil Rights Act
- CIV 5- LACMTA Civil Rights Policy
- CIV 4- Internal Complaint Process



**Metro**

## **GENERAL MANAGEMENT Bias-Free Policing Policy**

(GEN 64)

- CIV 13- Title VI Equity Policies
- GEN 42- Customer Complaints
- IT 12- Security Incident Reporting and Response Policy
- GEN 63 Public Safety Analytics Policy

DRAFT



**Metro**

**GENERAL MANAGEMENT  
Public Safety Analytics Policy**

(GEN 63)

**POLICY STATEMENT**

Metro is committed to providing safe and equitable transit services to all patrons. Discriminatory conduct on the basis of an individual’s actual or perceived race, religion, color, ethnicity, national origin, age, gender, gender identity, gender expression, sexual orientation, disability, immigration, or employment status, English language fluency or homeless circumstance, is prohibited while performing any Metro activity. Metro has a zero-tolerance policy for any form of confirmed bias or discrimination and ensures all safety and security activity is conducted without discrimination, racial profiling, and bias. In deploying resources, Metro takes into consideration information and data from a variety of platforms and sources, to include public feedback. Metro has drafted the Public Safety Analytics policy to ensure that any use of internal and internal data sources is done in a manner that averts racial profiling and discrimination and holds personnel accountable for actions inconsistent with Metro policies.

**PURPOSE**

Metro is committed to protecting the constitutional and civil rights of all people as outlined in Title VII of the 1964 Civil Rights Act and the Americans with Disability Act (ADA). The purpose of this policy is to emphasize the agency’s commitment to the collection and use of fair and bias-free public safety analytics and data and the fair and bias-free treatment of all people. This policy reaffirms Metro’s pledge to bias-free practices as declared in its *Bias-Free Policing Policy*. Metro will ensure the use of all data will be done in a bias-free, non-discriminatory manner in its deployment of security and law enforcement services.

**APPLICATION**

This policy applies to all Metro employees and contractors. Contracted law enforcement entities will be advised of the existence of this policy and required to adhere to it.

\_\_\_\_\_  
APPROVED: County Counsel or N/A

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
ADOPTED: CEO

Effective Date: \_\_\_\_\_



**Metro**

## **GENERAL MANAGEMENT Public Safety Analytics Policy**

(GEN 63)

### **1.0 GENERAL**

All individuals having contact with agency personnel shall be treated in a fair, impartial, bias-free, and objective manner, in accordance with the law, and without discrimination. Consistent with its commitment to bias-free policing, Metro pledges to utilize any data or information gathered in a manner that averts racial profiling.

In deploying resources, Metro considers information provided from a variety of platforms. These include, but are not limited to, bus and rail incident reports, the Customer Comment Analysis Tracking System (CCATS), CCTV, customer and employee surveys, dispatch calls for service, law enforcement crime statistics, intrusion alarms, social media, and the Transit Watch App. Examining data from these various platforms enables Metro to deploy its array of resources strategically. Examples of Metro resources include Transit Security Officers, non-law enforcement alternatives such as homeless outreach specialists, and Metro Transit Ambassadors.

### **2.0 DEFINITION OF TERMS**

**Title VII** - Title VII of the 1964 Civil Rights Act prohibits discrimination on the basis of race, color, or national origin by recipients of federal financial assistance.

**Americans with Disability Act (ADA)** - Federal law that prohibits discrimination on the basis of disability. To be protected by the ADA, you must have a disability or relationship with an individual with a disability.

**Fair and Bias-Free Treatment** - Conduct of agency personnel and contractors wherein all people are treated in the same manner under the same or similar circumstances irrespective of specific characteristics.

**Discrimination** - Any adverse act or failure to act based on race, color, national origin, religion, sex, age, disability, ancestry, medical condition, marital status, sexual orientation, gender identity, gender expression, or any other basis protected under applicable federal or state law.

**Racial/Ethnic Profiling** - Suspecting someone of having committed an offense based on the individual's race, ethnicity, or national origin rather than relevant information specific to the individual or conduct in question.





**Metro**

## **GENERAL MANAGEMENT Public Safety Analytics Policy**

(GEN 63)

Protected Classes - Race, ethnic background, national origin, immigration status, gender, gender identity/expression, sexual orientation, religion, socioeconomic status, age, disability, or political affiliation<sup>1</sup>.

### **3.0 IMPLEMENTATION**

#### **3.1 Use of Analytics**

Analytics can assist in the proper deployment of emergency services, safety and security technology, and resources that improve the customer experience for all customers. Metro's use of analytics is intended to provide awareness of risks and issues that could potentially adversely impact Metro's bus and rail services and the viability, availability, and equitable deployment of Metro public safety and security resources. Analytics will be leveraged in a manner consistent with Metro's policies which promote the fair and impartial treatment of patrons, consistent with constitutional and statutory mandates.

#### **3.2 Data Sources**

Metro leverages information from a variety of sources and data sets to include:

- Calls for Service reports
- Vehicle maintenance requests
- Transit Watch App Incident reports
- Law Enforcement Service Requests (LESR)
- Incident reports
- Customer Comment Analysis Tracking System (CCATS)
- Customer Experience surveys
- Intrusion alarms at Metro facilities
- Trend reports from homeless outreach teams
- Justice Equity Need Index
- Justice Equity Services Index
- Everbridge alerts
- Feedback from frontline employees, e.g., bus operators and custodians

Metro will cite the instances and circumstances for the use of any external data sets outside of Metro holdings.

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<sup>1</sup> This list is not exhaustive but is intended to identify the factors that are most likely to produce differential decisions on the part of law enforcement. The definition of protected classes is consistent with the following laws; Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Rehabilitation Act of 1973.



**Metro**

## **GENERAL MANAGEMENT Public Safety Analytics Policy**

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### **3.3 Use of Demographic Data**

Metro will only leverage demographic data in a limited capacity to provide information necessary to provide information to the public and law enforcement on persons who present a direct threat to public safety (active shooter, terror suspect, robbery suspect). At no point will the use of demographic data be leveraged to inform or support the deployment of Metro's public safety resources. All data sources which utilize demographic data will be audited every 90 days by Metro's Chief Civil Rights Officer or designee to ensure compliance with Metro policies on discrimination and bias.

### **3.4 Use of External Reports**

Metro's analytics program's use of external reports will be limited in scope and nature. Examples of such external reports include:

- U.S. Annual Crime Trends Report
- Incident reports from transit systems across the United States
- Incident reports from corporate partners
- Public BOLOs from law enforcement partners articulating safety and security threats to patrons and operators
- Information Awareness Bulletins from the Federal Bureau of Investigations (FBI) and the Department of Homeland Security (DHS)
- Joint Special Event Threat Assessments from FBI, DHS, and other state and local partners
- Reports generated by the Joint Regional Intelligence Center (JRIC)

All external reports will be documented and SSLE will ensure compliance with Metro policy.

### **3.5 Analytics Tools**

Programs and tools used to support Metro in data analytics will include the following:

- ArcGIS
- Microsoft Power BI
- Microsoft Excel

An analytics tool policy will be drafted to ensure the usage of each program is consistent with this policy.

### **3.6 Report Types**



**Metro**

## **GENERAL MANAGEMENT Public Safety Analytics Policy**

(GEN 63)

Metro will leverage the aforementioned data to generate the following reports to provide awareness of safety and security issues across the system<sup>2</sup>: Metro will ensure all products are accessible to the public.

- Emerging trends reports
- Analysis of security incidents impacting rail and bus lines
- Analysis of issues impacting employee and rider safety
- Be On the Look Out (BOLO) reports on persons posing safety risks to operators and riders
- Vandalism trend reports

### **3.7 Data Gathering, Quality, and Context**

Data serves as the foundation for all analytics products and its quality determines how much a decision maker and stakeholders can trust the findings and implications. Data quality is a measure of the condition of data based on factors such as accuracy, completeness, consistency, reliability, and whether it is up to date. All data utilized by the program will be assessed for data quality. Metro will operate from a zero-trust model in which all data will be verified for quality prior to incorporation into analysis, reports, and findings.

Equally as important as the gathering method and quality of data context. Data context is important as it limits assumptions and biases which could adversely impact the quality of the data. All data utilized within reports and products will be caveated with the following information:

- Data source
- Time range
- Data scope

## **4.0 RESPONSIBILITIES**

### **4.1 Compliance**

The Chief Executive Officer will ensure all agency personnel responsible for data collection, analysis, and deployment of Metro resources are familiar with the content of this policy and adhere to it.

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<sup>2</sup> This is not an exhaustive list but represents examples of Metro products.  
Public Safety Analytics Policy (GEN 63)



**Metro**

## **GENERAL MANAGEMENT Public Safety Analytics Policy**

(GEN 63)

Reports relating to violations of this policy shall be provided to the Chief Executive Officer or their designee in a manner most suitable for administrative review, problem assessment, and development of appropriate supervisor-level and/or executive-level corrective actions.

### **4.2 Training**

Metro requires annual implicit bias training for all employees. In addition to required training, Metro will coordinate with the PSAC and Community-Based organizations to identify and vet training curriculum opportunities on topics such as cultural awareness. Additionally, for data analytic practitioners, training will be provided to address state and federal legislation on data privacy, data, and standards.

### **4.3 Monitoring Performance and Key Performance Indicators (KPI)**

- SSLE will conduct quarterly reviews of security and analytic reports to confirm compliance with this policy. This includes reports that feature demographics, personal identifying information, or law enforcement or Metro-derived BOLOs.
- SSLE will ensure all agency personnel involved in public safety analytics maintain 100% annual compliance in attending and completing all related bias and discrimination training.
- SSLE will address all complaints and will conduct a quarterly review of customer comments and complaints to ensure compliance with this policy.
- SSLE will continually evaluate Key Performance Indicators (KPI) to effectively measure success and assess the impacts of the analytics program.
- KPI results will be published in a public facing dashboard.

### **5.0 FLOWCHART**

Not Applicable

### **6.0 REFERENCES**

- Title VII of the 1964 Civil Rights Act
- CIV 5- LACMTA Civil Rights Policy
- CIV 4- Internal Complaint Process
- CIV 13- Title VI Equity Policies
- GEN 42- Customer Complaints

Public Safety Analytics Policy (GEN 63)



Los Angeles County  
Metropolitan Transportation Authority

**Metro**

## **GENERAL MANAGEMENT Public Safety Analytics Policy**

(GEN 63)

- IT 12- Security Incident Reporting and Response Policy
- GEN 64 Bias-Free Policing Policy

DRAFT

Metro

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



## Board Report

**File #:** 2022-0286, **File Type:** Motion / Motion Response

**Agenda Number:** 45.

### REGULAR BOARD MEETING APRIL 28, 2022

#### Motion by:

**DIRECTORS MITCHELL, DUPONT-WALKER, HAHN, AND BONIN,**

Use of Public Safety Data Motion

Last fall, the Metro Chief Executive Officer initiated a review of Code of Conduct citation data. The review revealed that more than half of citations for “taking up more than one seat” and “riding with excess baggage” were issued to Black riders year-over-year from 2018-2020. Further, while making up 16% of riders (Fall 2019 Metro Customer Survey), Black riders received 53% of fare evasion citations administered in 2020. These statistics reveal that Code of Conduct provisions result in outcomes that are not equitable across the boundaries of protected classes and have disparate impacts primarily on unhoused African-American males.

As such, the CEO requested a comprehensive evaluation of the Code of Conduct as a substantive step towards an equitable and inclusive transit system. Code of Conduct enforcement was formally removed from Metro’s law enforcement partners’ Scope of Work in January 2022, and is now handled by Metro’s Transit Security Officers.

In tandem, over the last two years, the Metro Board passed multiple motions calling for a change in the agency’s public safety framework, amongst them an audit of use of force policies and the creation of a Public Safety Advisory Committee (PSAC).

CEO Wiggins has led this transformative change with less than a year at the helm and created a culture of transparency in decision making. Over the last year, Metro has directed an additional \$3.6 million in the homeless shelter pilot, a doubling of funding for homeless outreach services, and at least \$40 million to stand-up a transit ambassador program and other programs.

The Metro Board and leadership’s commitment to racial justice means using racial justice-centered language and establishing racial justice-centered policies that acknowledge the harm of policing practices on Black and Brown riders. Earlier this year, Metro discussed its plans to use data to inform its new public safety framework. PSAC expressed concerns that the data analytics-led framework could be a step backwards, due to the characterization of the need to stop bad actors before they commit crimes. Racial justice advocacy organizations issued a letter to members of the Metro Board and leadership that argued using racially biased data, including citation data, to inform resource deployment will only cause more racially biased outcomes.

While the most recent transit safety and security report (April 2022) acknowledges community fears of predictive policing, and while Metro has committed to not using racial data to determine deployments, Metro and its Board must ensure unconscious bias does not influence public safety data analytics as it has in the past.

**SUBJECT: USE OF PUBLIC SAFETY DATA MOTION**

**RECOMMENDATION**

APPROVE Motion by Directors Mitchell, Dupont-Walker, Hahn, and Bonin that will:

- A. Reaffirm and declare that racism is a threat to public health and safety and that racism against Black people has reached crisis proportions that result in large disparities in life outcomes beyond the Metro system.

WE, FURTHER MOVE, that the Board direct the Chief Executive Officer to:

- B. Draft a policy for applying public safety analytics, including a data summary, to inform resource deployment that averts racial profiling for board consideration. The draft policy shall have robust community outreach and input from appropriate stakeholders such as racial justice advocacy organizations and the Public Safety Advisory Committee.
- C. Develop a Bias-Free Policing Policy which shall include:
1. definitions for Bias-Free Policing and racial and identity profiling;
  2. key performance indicators to measure the effectiveness of the Bias-Free Policing Policy (including disparities in citations, uses of force, searches, arrests, and stops);
  3. clarification on circumstances in which characteristics of individuals may be considered;
  4. a system to encourage prompt completion of bias and inclusivity trainings with appropriate consequences for contractors and employees who fail to complete the trainings on schedule;
  5. a system for processing complaints regarding biased policing; and
  6. a plan to publicly host and analyze demographic data on a quarterly basis to track changes in arrest data over time for all contracted law enforcement partners.
- D. Report back to the Board on the above by August 2022.

# Public Safety Analytics & Bias-Free Policing Policies Recommendations

## About these Recommendations

The Public Safety Advisory Committee (PSAC) developed recommendations on Metro's Public Safety Analytics (PSA) and Bias-Free Policing (BFP) policies. These recommendations respond to [Metro Board Motion #2022-0286](#). This motion directed Metro staff to develop the PSA and BFP policies to "ensure unconscious bias does not influence public safety data analytics as it has in the past" and "reaffirm and declare that racism is a threat to public health and safety that results in large disparities in life outcomes beyond the Metro system for Black people." Metro staff and PSAC members worked together to identify datasets, outcomes for key performance indicators, and outreach methods to inform the drafting of this policy.

## Context

PSAC has previously made recommendations related to the use of data for the deployment of public safety resources. Those can be found [here](#). These recommendations articulate several key points that are pertinent to PSAC's position on the development of the PSA and BFP policies and provide a framework for the recommendations in following sections.

- 1) *"Metro should not develop, adopt, or implement any system of predictive policing, or **use crime data and analytics to determine where to deploy law enforcement personnel.**"*
- 2) *"Metro should prioritize the timely adoption of the **robust ecosystem of non-law enforcement alternatives** to community safety developed by PSAC."*
- 3) *"Metro should also use existing **equity-driven platforms** created by community-based organizations—and not police departments or law enforcement associations of any kind—to determine where to allocate non-law enforcement services that truly enhance community safety."*

These three points - the exclusion of crime data usage to deploy law enforcement personnel, the prioritization of the deployment of non-law enforcement public safety alternatives, and the use of existing equity-driven data indexes to determine resource need - are central to the following recommendations.



## Datasets

PSAC has reviewed [Metro's proposed data points](#) and recommends the following added datasets and data points as potential layers for the Public Safety Analytics policy.

*Note: PSAC has expressly recommended against the use of crime statistics to deploy law enforcement resources. This data, when used to deploy police, will continue to exacerbate the currently disproportionate distribution of citations to Black and Hispanic riders on the Metro system.*

### 1. External Platforms

- a. [Justice Equity Need Index](#)
- b. [Justice Equity Services Index](#)

### 2. Supporting Unhoused Riders

- a. Data from Metro's homeless outreach teams
- b. Crime incident reports that involve an unhoused individual

### 3. Operations & Maintenance Data

- a. Vehicle maintenance requests
- b. Facility maintenance requests (track repairs, elevator/escalator repairs, lighting repairs)
  - i. *Real-time requests from transit riders, vehicle operators, and Metro frontline staff should be prioritized if used in an index.*
- c. Station/stop lighting conditions
- d. Station/stop cleanliness conditions
  - i. *Real-time requests from transit riders, vehicle operators, and Metro frontline staff should be prioritized if used in an index.*

### 4. Internal Security Data

- a. Vehicle operator calls for assistance
- b. Triggered intrusion alarms at Metro facilities
- c. Closed Circuit Television (CCTV) feeds

## Outcomes for Key Performance Indicators

PSAC has articulated the following outcomes to support key performance indicators for the policy. Metro should use these proposed outcomes to measure the success of the program.

### 1. Law Enforcement Responses and Performance

- a. Reduced calls for law enforcement
- b. Reduced overall citations and arrests
- c. Reduced use of force incidents
- d. Increased number of de-escalated incidents
- e. Reduced number of complaints against law enforcement
- f. Reduced reports of law enforcement misconduct
- g. Reduced citations to Black Metro riders (*reduction should be based on overall percentage share of citations by racial group, not just cumulative citations*)
- h. Reduced citations to Hispanic Metro riders (*reduction should be based on overall percentage share of citations by racial group, not just cumulative citations*)

2. **Non-Law Enforcement Responses and Connections**
  - a. Increased deployment for mental health outreach team
  - b. Increased deployment of homeless outreach team
3. **Rider Satisfaction**
  - a. Increased rider satisfaction regarding racial profiling/bias

## **Outreach**

The committee identified the following groups and methods for outreach on the PSA and BFP policies. The *Key Constituencies* section outlines the target populations Metro should engage and identifies specific groups or organizations who can provide input. The *Outreach Methods* identifies the ways that Metro can most effectively reach the communities who will be most affected by these policies.

### **KEY CONSTITUENCIES**

1. **Youth & Seniors**
  - a. Youth Justice Coalition
  - b. Students who ride Metro, especially junior high and high school-age students
  - c. Senior centers and organizations who represent the needs of seniors
2. **Transportation Justice Organizations**
  - a. Bus Riders Union
  - b. Alliance for Community Transit Los Angeles
  - c. People for Mobility Justice
3. **Civil Rights Organizations**
  - a. Members of the LGBTQ Community and associated advocacy organizations
    - i. Organizations include APAIT, Trans Latin@ Coalition, Program for Torture Victims, Bienestar, Connie Norman Empowerment Center, Gender Justice Los Angeles, Invisible Men, In the Meantime Men, APLA, AMAAD
  - b. People with disabilities - physical, intellectual, developmental - and associated advocacy organizations
  - c. Black Lives Matters LA chapter
  - d. American Civil Liberties Union of Southern California
  - e. Community Coalition
  - f. Organizations representing the needs of female identified or feminine of center people
  - g. Organizations representing the needs of the unhoused community
4. **Metro Frontline Staff**
  - a. Vehicle operators
  - b. Janitorial and maintenance staff
  - c. **Transit ambassadors**
5. **Civic Data Organizations**
  - a. Civic tech organizations
    - i. Organizations include Data + Donuts or Electronic Frontier Foundation

## **OUTREACH METHODS**

**Prioritize In-Person Engagement:** PSAC recommends in-person engagement as the most effective way to gather deeply personal information on public safety and meet Metro riders where they are. Engagement at major rail stations and bus stops will be particularly effective at ensuring Metro riders have the opportunity to provide feedback on these policies. Metro should also consider long-form engagement through individual interviews or focus groups. Additionally, there can be added benefits to incentivize participation in outreach. Providing compensation for participation in outreach activities is essential to value participant's time and bring in more participants. Offering amenities like food and childcare will help meet participant's basic human needs.

**Bridging the digital divide:** For many of the communities identified in the "Key Constituencies" section, there may be a lack of access to reliable and affordable internet. The committee recommends that Metro take steps to provide the necessary technology and internet access to these communities. As per the committee's *Advisory Recommendations for Metro's Community Engagement on Public Safety Topics*, this can be done by "*providing mobile hotspots in target areas, providing access to technologies like smartphones, laptops, or data plans, hosting technology skills training concurrent with other events, and hosting more in-person events within COVID protocols.*"

**Accessibility:** Any outreach efforts should be accessible in its language and event scheduling. Written, spoken, and recorded outreach materials should be in plain language and translated/interpreted into as many languages as possible. Engagement opportunities should provide a variety of access methods and adaptable scheduling. This can include offering different meeting access options simultaneously, for instance holding an in-person meeting that is also broadcasted on Zoom and a conference call line. Meeting times should also be offered after working hours or on weekends to offer participation opportunities outside of nine-to-five working hours.

PSAC also recommends that Metro utilizes its existing advisory committees to signal boost the outreach efforts for both the PSA and BFP policies.

## **Next Steps**

At the time of writing, PSAC members made their recommendations based on the information in Motion #2022-0286. The committee has requested further clarification from Metro staff on how these policies will be implemented in the future, what kinds of resources they will deploy, and what the desired outcomes are. PSAC requests to hold further discussions with Metro staff once a draft of the policy is approved internally.

PSAC members will review this draft document at the July 20th General Committee meeting.

# Use of Public Safety Data Motion Response

ROBERT GUMMER

DEPUTY EXECUTIVE OFFICER, ANALYTICS

# Public Safety Mission Statement and Values

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*“Metro safeguards the transit community by taking a holistic, equitable and welcoming approach to public safety. Metro recognizes that each individual is entitled to a safe, dignified and human experience.”*

- > Implementing a **human-centered approach**
- > Emphasizing **compassion** and a **culture of care**
- > Recognizing **diversity**
- > Acknowledging **context**
- > Committing to **openness** and **accountability**

*Board adopted 12/2/21*



# Reimagined Public Safety Direction

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## **Current Model**

- Prescriptive and Fixed
- Inconsistent Rule Compliance
- Reactive Response
- Obscure Data & Outcomes
- Enforcement-Focused through a singular tactical response (“one size fits all”)
- Siloed

## **New Model**

- Data-Driven and Flexible
- Equitable Rule Compliance
- Proactive Response
- Transparent Outcomes
- Strategic Enforcement through analytics-led safety & security using a layered approach
- Collaborative



# Motion 45 by Directors Mitchell, Dupont-Walker, Hahn, and Bonin Board Motion

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The Board directed Metro to:

- Reaffirm and declare that racism is a threat to public health and safety and that racism against Black people has reached crisis proportions that result in large disparities in life outcomes beyond the Metro system
- Draft a Bias-Free Policing and Public Safety Analytics policies that averts racial profiling and bias in deployment of Metro security and law enforcement services.

# Bias-Free Policing Policy

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## The Policy states that Metro will:

Provide fair and impartial police and security services consistent with constitutional and statutory mandates.

Prioritize the use of non-law enforcement response to calls for service when appropriate.

Assure the highest standard of integrity and ethics among all agency personnel.

Dignity and respect to the diversity and the cultural differences of all people.

Takes positive steps to identify, prevent, and eliminate any instances of biased policing and racial or gender profiling by agency personnel.

Ensure any data or information obtained, including regarding a person's race, ethnicity, sex, gender identity, sexual orientation, religion, language spoken, mental or physical disability, or socioeconomic level, is not utilized in a discriminatory manner.

Uphold the agency's commitment to protecting and serving people through community policing and problem solving, lawful and unbiased investigations and transit protection and safety, that promotes and strengthens public trust and confidence in Metro and enhances the legitimacy of its policing practices.



# Public Safety Analytics Policy

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## The Policy states that Metro will:

Ensure the use of all data will be done in a bias-free, non-discriminatory manner in its deployment of security and law enforcement services.

Establish accountability for how internal and external data is utilized by Metro in support of security operations.

Establish a system for compliance checks to ensure the use of data is consistent with Metro's policies

Ensure demographic data is used only in limited use cases where the use of such data is deemed vital to help achieve public safety objectives.

Establish transparency and accountability through the creation of a public facing dashboard.

# Public Outreach

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To ensure the policies appropriately addressed concerns regarding policing across the system, perceived biases of security and law enforcement resources, and the use of public safety analytics, Metro actively conducted community outreach efforts and collaborative feedback sessions.

- PSAC – 1<sup>st</sup> and 2<sup>nd</sup> cohort
- Academia – Peer reviewed by UCLA's Center for Policing Equity
- Internal departments
- External organizations involved in racial justice and policing invited to comment

A scan across the US of transit agencies revealed that Metro policies are the first of their kind in the transit industry.

# Next Steps

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- SSLE will implement both policies and ensure all personnel are trained on the guidelines and KPIs.
- Establish a public facing dashboard by June 30, 2023, to:
  - Cover the development and use of analytic products in support of Metro services.
  - Cover any allegation involving Metro security services' response that uses age, disability, ethnicity, gender, nationality, race, religion, or sexual orientation as a basis for the action.

# Thank You

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## Board Report

File #: 2022-0291, File Type: Informational Report

Agenda Number: 34.

### OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE

MARCH 16, 2023

**SUBJECT: METRO'S CUSTOMER CODE OF CONDUCT**

**ACTION: APPROVE RECOMMENDATION**

#### **RECOMMENDATION**

APPROVE the revised Metro Customer Code of Conduct (Attachment A) effective June 1, 2023.

#### **ISSUE**

As part of Metro's ongoing commitment to a safer and more equitable transit system, staff led an effort, in consultation with the Public Safety Advisory Committee (PSAC) and other stakeholders, to reassess Metro's Code of Conduct (Code) and ensure that the document is consistent with the new Board adopted Public Safety Mission and Values Statements. The proposed update to the Code is centered on uplifting the feedback of Metro's riders and employees and balancing the expectation that all riders should contribute to ensuring a safe and enjoyable ride experience for all.

#### **BACKGROUND**

The Metro Code of Conduct sets the foundation for delivering public safety services for our riders. Through work with PSAC, surveys of employees and riders, and disaggregated data analysis, Metro has recognized diverging experiences and perspectives on the application and enforcement of the Code, specifically for Black and Latino riders. The proposed updates to the Code are aligned with Metro's Reimagined Public Safety Framework and intend to promote a shared stewardship of the system and clear expectations of riders, while also achieving a more humane and equity-driven approach to enforcement efforts.

A preliminary analysis indicates that between 2018 and 2020, 95%-97% of citations and warnings were for fare evasion and the balance of 3%-5% were for non-fare evasion related issues. The majority of citations and warnings were given to people of color; specifically, 50% were given to African Americans and approximately 25% to Latinos, reflecting disproportionate rates of enforcement given that African Americans represented 16% of ridership and Latinos represented 59% of ridership in 2019. A similar breakdown is reflected in 2021, during which time 53% of citations and warnings were issued to African Americans and 26% to Latinos. In December 2021, the Metro Office of Civil Rights launched a Mystery Rider Fare Observation Program to provide an independent review of the fare compliance process. Despite a slightly different breakdown, this program found that a majority of citations and warnings were still issued to African Americans (36%) and Latinos (36%) in

2022. In April 2022, the Board unanimously reaffirmed and declared that racism is a threat to public health and safety and that racism against Black people has reached crisis proportions that result in large disparities in life outcomes beyond the Metro system.

In November 2021, Metro presented report 2021-0680 to approve recommendations to amend the Code. Directors Solis and Dupont-Walker included an amendment that directed the Chief Executive Officer to review the current Code, including but not limited to any potential implicit biases.

In February 2022, Metro presented a status report on the Reimagining Public Safety Framework (2022-0054) that included a peer review of the Code. The peer review included an evaluation of Codes of Conduct across other transit agencies for their content, distribution methods, accessibility, and reach in both physical and digital spaces. The proposed changes to the Code seek to incorporate stakeholder feedback to make it more values-oriented, concise, equitable, and clear on the conduct that is appropriate and will meet the transit experience our customers expect on the Metro system.

The proposed updates to the Code are intended to support Metro's goal of creating a more welcoming and just environment for all riders. The revised Code of Conduct replaces the preamble through section 6-05-230 of the Los Angeles County Metropolitan Transportation Authority (Metro) Code of Conduct with Section 06-05-240 through the end of the Metro Administrative Code remains unchanged (Attachment B).

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**DISCUSSION**

Metro is committed to providing exceptional customer service and upholding the highest standards of safety and well-being for our customers and employees. Metro provides a vital service to over 10 million Angelenos. To provide a service that is safe, clean, reliable, and customer-focused, Metro must accept responsibility for protecting our riders and employees from risks posed by inappropriate conduct of other riders. Public transit requires sharing of space, so the Code provides a set of rules and principles that guides the behavior and actions of riders when using the Metro system.

The Code is an important tool to protect the health and safety of riders, protect transit equipment and facilities used to provide transit service to all of LA County and promote a civil desirable transit experience. The update to the Code reflects the core components of the Public Safety Values Statements which have been adopted by the Metro Board, including:

- Implementing a Human-Centered Approach
- Emphasizing Compassion and a Culture of Care
- Recognizing Diversity
- Acknowledging Context; and
- Committing to Openness and Accountability

**Process**

Staff convened an internal working group consisting of Metro's contracted law enforcement partners and the Offices of Equity and Race and Homeless Outreach and Engagement to assess the existing Code (Attachment B). In addition, staff consulted with PSAC to receive feedback on the proposed

changes (Attachment C). Furthermore, staff evaluated the Codes of Conduct of 22 other transit agencies. (Attachment D).

The proposed changes to the Code are:

1. Equitable: the Code was reviewed to remove language that could be construed as targeting specific communities.
2. Customer Friendly: language was updated to be clear and concise, setting clear rider expectations. The Code now focuses on those critical areas that support or interfere with user experience and safety. The revised language has substantially reduced the Code to a simple, concise description of expected conduct.
3. Applicable: Items were deleted from the Code that are fully covered under the penal code. This aligns with Code compliance responsibility with the Transit Security Officers. *Note:* At its December 2021 meeting, the Board approved removing Code compliance responsibility from the contracted law enforcement scope of work. Compliance of the penal code remains the responsibility of law enforcement.

Summary of Code Changes

The update streamlines the proposed new Code) to focus on the following 24 areas.

• Smoking	• Present after hours/trespassing
• Alcohol	• Use for non-transit purposes
• Eating & drinking	• Interfere in operation of vehicle
• Disruptive behavior, loud, profanity, sound devices, harassment	• Threaten, harm passenger or employee
• Animal	• Yield to Sr and wheelchairs
• Weapons	• Depart when trip complete, end of line
• Dangerous substances	• Bikes, skates, skateboards
• Littering	• Commercial solicitation
• Vandalism	• Harassment
• Soliciting	• Must wear shoes, tops, and bottoms
• Spitting, urinating, defecation, exposing or lewd conduct	• Compliance with Parking Administrative Code
• Illicit substances	
• Fare payment	

Changes were made to focus on facilitating friendly and respectful service, allowing riders to enjoy a clean and safe environment and to use Metro services without interference.

The language was also updated to be clearer and more concise, and rephrases requirements where possible in positive language. Moreover, the updated Code does not include matters that are better addressed by the penal code and removes language that could be construed as targeting specific communities. Attachment E provides a redlined version of the updates.

Communications Plan

To ensure riders are aware of these changes, and furthermore, to emphasize the importance of compliance with the Code, a marketing toolkit will be utilized. This may include renaming the Code of Conduct to a name that better resonates with the intended outcomes, such as *Metro Customer Ride Guide*.

Metro will revamp signage across the system to highlight key themes of the Code with clear and visible graphics, as well as hold community information sessions to introduce the updated Code and address any questions on the objectives of the update and its intended outcomes.

In addition to educating riders, training sessions and materials will be offered to all public safety personnel, including Metro Transit Security, contract security and law enforcement, Transit Ambassadors, and other key front-line personnel such as bus operators. Trainings will cover changes to the Code, as well as the bias-free enforcement and reporting protocols.

### **DETERMINATION OF SAFETY IMPACT**

The recommendation seeks to update the Code in a manner that aligns with Metro's Reimagined Public Safety Framework and promotes and facilitates a safer and more just experience for all on the Metro system.

### **FINANCIAL IMPACT**

There is no financial impact related to this report.

### **EQUITY PLATFORM**

Through surveys of employees and riders, and disaggregated data analysis, Metro has recognized diverging experiences and perspectives on the application and enforcement of the Code, especially for Black and Latino riders. The updated Code includes changes that seek to prevent problematic behavior and simplify the language.

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

The recommendation supports Strategic Plan Goal 2 - Deliver outstanding trip experience for all users of the transportation system and Initiative 2.1 - Metro is Committed to Improving Security.

### **ALTERNATIVES CONSIDERED**

The Board could decide not to approve the staff's recommendation, but the status quo will remain in place, creating a misalignment between the agency's Code and Metro's Reimagined Public Safety Framework and related ongoing initiatives to reimagine public safety and improve the customer experience.

### **NEXT STEPS**



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Upon Board approval of the proposed recommendations, staff will work with the Office of Inspector General to update the Code of Conduct and the schedule of administrative penalties to accurately reflect the changes to the Code. The new Code, if approved by the board, will go into effect on June 1, 2023.

Metro staff will also notify and train its ambassadors, security, and public safety partners in order to enforce the updated Code, develop a robust community outreach plan to inform riders of the changes, including creating and posting rider-friendly and visible signage, and posting the updated Code in an accessible location on the Metro website.

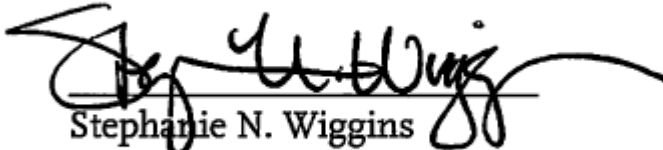
Metro staff will also develop a plan to monitor and track outcomes and violations issued to verify that the updated Code is supporting Metro's goal to provide a safe, enjoyable, and just experience for all users.

### **ATTACHMENTS**

- Attachment A - Proposed New Code of Conduct
- Attachment B - Existing Code of Conduct
- Attachment C - PSAC Code of Conduct Recommendations
- Attachment D - Code of Conduct Transit Agencies Matrix
- Attachment E - Redlined Code of Conduct
- Attachment F - Code Comparison Table

Prepared by: Imelda Hernandez, Senior Manager, System Security and Law Enforcement, (213) 922-4848

Reviewed by: Karen Gorman, Inspector General, (213) 922-2975  
Gina Osborn, Chief Safety Officer, (213) 922-3055



Stephanie N. Wiggins  
Chief Executive Officer

# METRO CUSTOMER CODE OF CONDUCT



## Customer code of conduct

### title 6

Chapter 6-05

Customer Code of Conduct

Adopted by Metro

July 22, 2010

Amended 06/1/2023

## Preamble

The Los Angeles County Metropolitan Transportation Authority (“Metro”) provides important essential services to the traveling public in Los Angeles County. Safety is the guiding principle by which Metro operates. Metro serves our customers and the community most effectively when everyone follows our Code of Conduct to ensure a respectful, safe, and courteous transit experience.

## 6-05-010 Values

Metro aims to ensure a high quality, safe, comfortable ride to everyone we serve. All riders can expect to:

- Receive friendly and respectful service
- Enjoy a clean and safe environment
- Use Metro services without interference or harassment

Metro asks that riders conduct themselves in a way that shows respect for fellow riders, Metro employees, facilities, and vehicles. Everyone benefits by **riding right**. Riders enjoy a safe, secure, comfortable and inviting atmosphere, and the overall efficiency of the transportation system improves. Metro’s Code of Conduct can be summarized in the following guidelines:

- A. Pay the right fare.
- B. Respect other riders.
- C. Yield priority seating and locations designated for use by persons with disabilities and senior citizens. Please surrender your seat to these customers when they board.
- D. Passengers are welcome to bring items on-board providing they are not dangerous, can be kept out of the aisle and remain under the passenger’s control in the event of an unscheduled stop.
- E. Do not harm, threaten or harass the driver or fellow passengers.
- F. Sexual harassment of riders and employees is prohibited.
- G. Do not create safety problems.
- H. No eating or drinking.
- I. Respect Metro property – no vandalism.
- J. Use Metro services for transportation purposes only.
- K. No smoking, illegal drugs, or illicit substances.
- L. No bike riding, roller blading, or skate boarding.
- M. No littering, spitting, or creating unsanitary conditions.
- N. No disruptive behavior, loud or unreasonable noises, sound devices or profanity.
- O. No fighting, swearing, or abusive language.
- P. No soliciting or unauthorized commercial activity.
- Q. No lewd behavior.
- R. No weapons or dangerous substances (flammables, toxins)
- S. Must wear shoes, tops and bottoms.
- T. Must comply with Parking Administrative Code.
- U. Must wear shoes, tops and bottoms.

This Ordinance are enacted pursuant to the authority granted to Metro by the California Penal Code Section 640(e) and the California Public Utilities Code Section 99580, *et seq.* Compliance with this Ordinance is a condition of use, by any individual, of a Metro vehicle, facility or property.

## 6-05-020 Definitions

The following terms, whenever used in this chapter, shall be construed as defined in this section:

- A. "Abuse" and "harassment" mean physical or verbal mistreatment, including hitting, kicking, gestures, yelling, spitting, threats, intimidation, assaults, slurs, and cursing and sexual harassment including unwanted touching, comments, or gestures, of a sexual nature or because of their gender, sexual orientation, or gender expression or gender identity.
- B. "Commercial activity" means any for-profit activity, including selling goods, food, services, or distributing commercial materials.
- C. "Fare" means the monetary charges established by Metro for the use of its facilities and vehicles.
- D. "Loitering" means unnecessary lingering in Metro facilities or vehicles or other location where it interferes with a Metro facility or vehicles or use thereof with the intent to commit a crime.
- E. "Metro" means the Los Angeles County Metropolitan Transportation Authority and its subsidiary, the Public Transportation Services Corporation, and their contractors.
- F. "Metro representative" means a Metro security officer, operator, fare inspector, or other authorized Metro employee, board or sector council member, or contractor.
- G. "Metro facility" means all property and equipment, including rights of way and related trackage, rails, signals, power, fuel, communication systems, ventilation systems, power plants, cameras, signs, loudspeakers, fare collectors or registers, sound walls, stations, vacant parcels, bike paths, terminals, platforms, plazas, waiting areas, signs, art work, storage yards, depots, repair and maintenance shops, yards, offices, parking areas, and other real estate or personal property owned or leased by Metro, used for any Metro activity, or authorized to be located on Metro property.
- H. "Metro vehicle" means a Metro bus, train, car, or other vehicle owned, operated, or used by Metro or its contract service providers transporting Metro representatives or patrons.
- I. "Minor" means a person under the age of 18.
- J. "Rules" or "Code" or "Customer Code of Conduct" means Title 6 of Metro's Administrative Code as amended from time to time.
- K. "Sound device" means a radio, receiver, communication device, phonograph, television, musical instrument, tape recorder, cassette player, CD player, MP3 player, DVD player, game, speaker system, audio system, sound amplifier, or other device that plays music or emits noise. Sound device does not include assistive hearing devices for persons who have impaired hearing.
- L. "Weapon or instrument intended for use as a weapon" includes but is not limited to firearms, switchblade knives, axes, gravity knives, box cutters, straight razors, unpackaged razor blades, swords, nunchucks, explosives, dangerous chemicals or devices, radioactive materials, and highly combustible materials.
- M. "Wheelchair" means, a mobility aid belonging to any class of three (3) or more wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.
- N. "Mobility aid device" means an assistive device other than a wheelchair used by and primarily intended to assist persons with disabilities with locomotion.

## 6-05-030 Animals

- A. Animals are permitted on Metro if they meet one of the following:

1. The animal is in a carrier; or
  2. The animal is a service animal, as defined by the Americans with Disabilities Act.
- B. Control of the animal is maintained.
- C. Animal carriers are secure and intended for that purpose.
- D. Handlers shall maintain control of their animals at all times. No animal is permitted in a Metro facility or vehicle that is not under the control of its handler or poses a threat to a Metro representative or patron.
- E. Handlers of animals shall promptly remove all animal waste from Metro facilities and vehicles. Leaving animal waste in a Metro facility or vehicle is prohibited.

### **6-05-040 Wheeled Riding Devices**

- A. Wheeled riding devices including bicycles, skates, skateboards, kick scooters, and other wheeled riding devices except wheelchairs and mobility aid devices, may not be ridden in Metro facilities or vehicles.
- B. A person who enters a Metro facility or vehicle with a bicycle must
1. Use available bicycle racks/areas.
  2. Not block aisles, doorways, or operators' exit.
  3. Follow bicycle rider rules.
  4. Wheeled riding devices over six (6) feet long are prohibited.

### **6-05-050 Safe Movement of People and Transit Operations**

- A. Passengers and persons must allow:
1. Free and safe movement of other persons, transit vehicles and transit vehicle operations
  2. Access to aisles, stairways, elevators, and escalators
- B. Activities that disrupt transit operations or the free movement of people are prohibited.

### **6-05-060 Seating**

- A. Passengers shall yield priority, reserved designated seating to older adults and individuals with disabilities.

### **6-05-070 Carts, Strollers and Luggage**

- A. Carts or strollers must not block aisles or doors and must be held or controlled at all times.
- B. Carts occupied strollers and wheelchairs must use elevators, unless no elevator is available. Wheelchairs must always use elevators and call for assistance if an elevator is unavailable.

### **6-05-080 Respect and Cooperation**

- A. Metro representatives and patrons must be treated with respect, and not harassed verbally, physically, or sexually in Metro facilities and vehicles
- B. Persons must comply with all lawful orders and directives given by an authorized Metro representative.
- C. Persons must wear a shirt, pants or skirt, and shoes, while in a Metro facility or vehicle.
- D. Metro may refuse service, or access to Metro facilities or vehicles, including eject or exclude, to any person who does not comply with the code or applicable laws.

### **6-05-090 Commercial Activity**

- A. Persons must not engage in commercial activity in a Metro facility or vehicle without first obtaining a Metro permit or permission.

## **6-05-100 Creating a Safe Environment**

- A. The following are not permitted on or in Metro facilities or vehicles.
  - 1. Spitting.
  - 2. Hazardous or flammable materials.
  - 3. Gambling.
  - 4. Throwing objects from or at a Metro vehicle, staff or patron.
  - 5. Littering or dumping.
  - 6. Urinating or defecating outside of the lavatory.
  - 7. Smoking, vaping or use of alcohol is not allowed in Metro vehicles or facilities.
  - 8. Food or drink in closed containers only.
  - 9. Disturbing others by engaging in unruly, loud or activities that disturbs others is prohibited.
  - 10. Sound devices must be used with headphones or earphones.
  - 11. Attaching to, hanging from, or riding on any part of the outside of a Metro vehicle is prohibited.
  - 12. Signs, benches, shelters, trash container and planters are not for climbing or laying on or skateboarding.
  - 13. Weapons are prohibited on Metro or in Metro facilities.

## **6-05-110 Loitering**

- A. Metro facilities and vehicles are for transit related purposes. Loitering is not allowed.

## **6-05-120 Parking and use of Metro Facilities and Vehicles**

- A. Vehicles parked at Metro facilities must adhere to parking times and requirements.
- B. Only authorized persons are allowed in non-public Metro areas.

## **6-05-130 Fares**

- A. Proof of appropriate fare is required and must be shown upon request by Metro Representatives.

## **6-05-140 Solicitation**

- A. Soliciting is not allowed in Metro facilities or vehicles.

## **6-05-240 Enforcement**

- A. Violations

A person who violates the code is subject to a notice of violation and imposition of any and all remedies, fines, criminal sanctions, damages and penalties available by law. Enforcement of any provisions of the code involving the payment of any fees, penalties or other administrative amounts, or community service, based on California Penal Code section 640 (b) and (c), shall be pursuant to the authority and according to the procedures, herein and as set forth in the California Public Utilities code including section 99580 et seq. Parents or guardians shall also be responsible in addition to the minor for any fees, penalties, fines incurred or damages caused by their minor in connection with a citation.

B. (1) A person who violates any provision of the code other than those described in Section A above and who receives a notice of violation may, within 21 days of the issuance of such notice of violation, request an initial review of the notice of violation by Metro. The request for review may be made by telephone, in writing or in person. There shall be no charge for this review. If following the initial review Metro is satisfied that the violation did not occur, or that extenuating circumstances exist, and that the dismissal of the notice of violation is appropriate in the interests of justice, Metro may cancel the notice of violation. Metro shall notify, in writing the person requesting the review of the results of the initial review. If the notice of violation is not dismissed, reasons shall be provided for the denial. Notice of the results of the review shall be deemed to have been received by the person who requested the initial review when personally delivered five days following the mailing of the decision by Metro.

(2) If the person subject to the notice of violation is not satisfied with the result of the initial review, the person may no later than 21 days following the mailing of the initial review decision request an administrative hearing of the violation. The request may be made by telephone, in person or by mail. The person requesting the administrative hearing shall deposit with Metro the amount due under the notice of violation for which the administrative review hearing is requested. A person may request administrative review without payment of the amount due upon providing Metro with satisfactory evidence of an inability to pay the amount due. An administrative hearing shall be held within 90 days of the receipt of request for an administrative hearing.

(3) The administrative hearing shall include all of the following:

- (a) The person requesting the hearing shall have the choice of a hearing in person or by mail. An in-person hearing shall be held within the jurisdiction of Metro, and shall be conducted according to such written procedures as may from time to time be approved by the Chief Executive Officer of Metro or the Chief Hearing Officer. The hearing shall provide an independent, objective, fair and impartial review of contested violations.
- (b) The hearing shall be conducted before a hearing officer designated to conduct the review by Metro's Chief Executive Officer or Chief Hearing Officer. In addition to any other requirements of employment, the hearing officer shall demonstrate those qualifications, training and objectivity as are necessary and consistent with the duties and responsibilities of the position as determined by Metro's Chief Executive Officer or Chief Hearing Officer. The hearing officer's continued employment shall not be directly or indirectly linked to the amount of penalties imposed by the hearing officer.
- (c) The person who issued the notice of violation shall not be required to participate in an administrative hearing. Metro shall not be required to introduce any evidence other than the notice of violation. The notice of violation, in proper form shall be prima facie evidence of the violation.
- (d) Following a determination by a hearing officer that there is sufficient evidence that a person did commit the violation, the hearing officer may, pursuant to Metro Transit Court policies and procedures, order payment in installments, transit school and/or community service. Where it is determined that circumstances exist such that the dismissal of the notice of violation would best serve the interests of justice, the hearing officer may dismiss the notice of violation and shall provide written reasons in support of that decision. The hearing officer shall have the power and authority to make rulings in the interests of justice within the law and Metro policies concerning notices of

violation and the adjudication of hearings, including the granting of eligibility to attend Metro's Transit School for the purpose of reducing any penalty payment, perform community service in lieu of all or a portion of the payment of fines, or other remedy.

- (e) The hearing officer's decision following the administrative hearing may be delivered personally by the hearing officer or may be sent by first class mail.
- (f) Transit Court shall retain jurisdiction pending completion of any order by the Transit Court, but this shall not toll the period for appeal to Superior Court following the initial order of the Transit Court. The hearing officer's decision at administrative review is final except as otherwise provided by law.

### C. Ejection

A person who violates any provision of the code may be ejected by order of an authorized Metro representative and may be excluded from all or a portion of Metro vehicles and facilities. This remedy is in addition to any other fine, penalty, assessment or other remedy available at law. The procedures for exclusion are those set forth in Subsections D–H of this Enforcement Section.

1. A person who violates the code may be immediately ejected from the Metro facility or vehicle, without refund of any fare, by an authorized Metro representative who witnesses a violation.
2. A person who violates the code is subject to an administrative fine or other penalty for each violation, as specified in the Metro penalty schedule approved by the Board of Directors or Chief Executive Officer up to the maximum amount provided by law. The Metro penalty schedule shall include fines, fees, administrative penalties, late payment fines, collection recovery costs and other such amounts. To determine the Metro penalty schedule, the costs to the agency and other relevant factors shall be considered.
3. A person who violates the code must, in addition to any fines or penalties listed in Metro's penalty schedule, or as otherwise required by law, pay restitution if the violation involves damages.
4. A violation of the code that is also a violation of a local, state or federal law may be prosecuted in a court proceeding by the appropriate authority, in addition to any enforcement by or remedies available to Metro.
5. Failure to comply with a Notice of Exclusion may result in fines, a citation for criminal trespass, and any other applicable criminal and civil remedies.
6. Metro may establish procedures concerning the administration of any hearing provided such procedures are not in conflict with applicable law or the code, and are approved by the Metro Board or the Chief Executive Officer or Chief Hearing Officer.
7. Metro's Board of Directors or Chief Executive Officer or Chief Hearing Officer shall designate the officers, employees, consultants or contractors who shall be authorized to issue notices of violation, citation, order ejections and exclusions, or otherwise carry out the duties under the code and any requisite training for such persons.

### D. Exclusion

1. A person, who violates the code or a law in a Metro facility or vehicle, may be excluded from all or part of Metro facilities and vehicles either indefinitely or for a period of time specified in the Metro penalty schedule or notice of exclusion provided pursuant to Subsection E below.



2. Any person to whom a notice of violation or Penal Code citation or written warning pertaining to an offense, which occurred on or in a public transit facility or vehicle, was issued, and: (a) who has received a citation or written warning for the same violation at least three times in the prior 12 months; or (b) who has failed to pay any applicable fines, fees, penalties or other administrative amounts by the due date, or otherwise resolve the citation when such payment was due; or (c) who is the subject of any outstanding warrant, pending trial, or convicted with respect to any Penal Code offense that is alleged to have occurred on or in a public transit system facility or vehicle, is subject to exclusion, and may receive a notice of exclusion pursuant to Subsection E below.
3. A person excluded under the code may not enter a Metro facility or vehicle during the period of exclusion. Metro may take any reasonable steps necessary to enforce an order of exclusion, including criminal arrest or such other remedies as may be available at law.

#### E. Notice of Exclusion

A notice of exclusion shall be given by Metro or its authorized representative by personal delivery, first class mail, or if the person does not provide Metro or its representative with a valid current address, to the address provided by the excluded person at the time of any underlying violation(s), or at the excluded person's last known address. A notice of exclusion is deemed received on the date of personal delivery or five days after the date the notice of exclusion is mailed. The notice of exclusion shall specify the reason for exclusion, the places or transit lines from which the person is excluded, the duration of exclusion, the consequences for failing to comply with the terms of exclusion, and the right to seek review or appeal the decision. Any exclusion shall begin on the third day following receipt of the notice of exclusion unless otherwise specified in the notice of exclusion, except that exclusions issued for a period of one day or less are effective at the time the notice of exclusion is received. The exclusion, or other remedy, shall be suspended upon Metro's receipt of a request for review and until the review is decided.

#### F. Review Request

An excluded person may request a review of the exclusion. The exclusion shall be suspended upon Metro's receipt of a request for review of a notice of exclusion, and until the review is decided and notice of the decision or review is received by the excluded person. The request for review must be made in writing, and may be submitted by mail, or in person or as otherwise provided in the notice of exclusion, within five days after the notice of exclusion is received from Metro. A request for review or notice of decision or review is deemed to be received on the date it is personally delivered, or if mailed, five days after the date of the postmark. The excluded person will be notified of the date for public hearing by mail or in person. The excluded person may request that the exclusion be rescinded or waived for good cause, that the places of exclusion be altered, or that the duration of exclusion be reduced or be permitted to participate in any diversion program available by Metro for which such persons are eligible. The request should include a copy of the notice of exclusion or the number assigned to the notice, a request for review, the current mailing address and signature of the excluded person, and any written statement (and supporting documentation) to explain why the exclusion should be rescinded, waived, altered, reduced or otherwise modified.

G. Administrative Review

The hearing shall be conducted by a hearing officer who is fair and impartial. The excluded person is not required to attend the hearing, and shall have the choice of the hearing being conducted by mail or in person. No Metro representative shall be required to attend the hearing. Metro may submit a copy of the notice(s) of violation, any notice of exclusion, and any documentation or statement by the Metro representative(s) issuing the notice(s) of violation or notice of exclusion. Any notice(s) of violation and/or notice of exclusion shall be received into evidence. Other relevant evidence submitted may be received into evidence at the determination of the presiding hearing officer. Copies of the notice(s) of violation and/or notice(s) of exclusion shall be prima facie evidence of the facts stated therein and shall establish a rebuttable presumption supporting the exclusion of the individual. At the hearing, the hearing officer will review the prima facie validity of the notice of exclusion. Metro and the excluded person may present evidence, including witness testimony, to the hearing officer and may question witnesses who are present at the hearing. The hearing officer's decision shall be based on a preponderance of the evidence. Hearing officers shall have the discretion to dismiss or reduce the fines or other penalties, cancel the notice of exclusion, and make necessary modifications in the interests of justice, including permitting enrollment in an appropriate Metro diversion program for which such person is eligible, in accordance with any policies or procedures adopted by the Metro Hearing Unit. Continuances of the appeal hearing are disfavored but may be ordered by the hearing officer. The hearing officer may authorize the recording of the hearing. The decision of the hearing officer shall be made in writing. The decision of the hearing officer shall be deemed in full effect upon personal service to the excluded person or five days after the mailing of the decision to the address provided by the excluded person.

H. Schedule

Metro shall adopt a penalty schedule of administrative penalties, and any necessary additional procedures in furtherance of enforcement of this code. The schedule and any procedures deemed necessary shall be subject to the approval of the Chief Executive Officer.

[metro.net/transitcourt](http://metro.net/transitcourt)

# Metro Customer Code of Conduct

Amended 1/1/2022



Metro<sup>®</sup>

## THE CUSTOMER CODE OF CONDUCT

### TITLE 6

Chapter 6-05

Customer Code of Conduct

Adopted by Metro

July 22, 2010

Amended 1/1/2022

## PREAMBLE ADOPTED BY METRO

**Los Angeles County Metropolitan Transportation Authority (Metro) provides important services to the traveling public in Los Angeles. Safety is the guiding principle by which Metro operates. A successful partnership between Metro and the public is dependent upon Metro employees and the traveling public behaving in a mutually respectful and courteous manner.**

This ordinance is entitled the Metro Customer Code of Conduct. Compliance with this ordinance is a condition of use, by any individual, of a Metro vehicle, facility or property.

Sections 6-05-40(A), 6-05-100, 6-05-110, 6-05-150, 6-05-230(C) and Section 6-05-240(A) of this ordinance are enacted pursuant to the authority granted to Metro by the California Penal Code Section 640(e) and the California Public Utilities Code Section 99580, *et seq.*

## 6-05-010 VALUES

- A. Patrons shall use the Metro system in a responsible manner to preserve and protect the aesthetics, and promote the longevity, of this essential public resource for greater mobility in LA County.
- B. Patrons shall treat other patrons and Metro representatives with consideration, patience, respect and civility to allow use, operation and enjoyment of the Metro system in a safe and gratifying manner for all persons.
- C. Metro and its representatives shall perform its duties hereunder with fairness, equity, civility, respect, compassion and without bias.

## 6-05-020 DEFINITIONS

The following terms, whenever used in this chapter, shall be construed as defined in this section:

- A. "Abuse" and "harassment" mean any extreme physical or verbal mistreatment, including hitting, kicking, gestures, yelling, spitting, threats, intimidation, assaults, slurs, cursing and sexual harassment, including unwanted touching, comments or gestures, of a sexual nature or because of their gender, sexual orientation, gender expression or gender identity.
- B. "Commercial activity" means any for-profit activity, including selling goods, food, services or distributing commercial materials.
- C. "Fare" means the monetary charges established by Metro for the use of its facilities and vehicles.
- D. "Fare media" means the methods by which fares are paid, issued by or on behalf of Metro for the payment of fare, including tokens, passes, cards, transfers, tickets and vouchers.

- E. "Fare-required zone" includes 1) areas in any bus between the yellow line near the front of a bus to the rear of the bus, 2) areas in any Metro facility beyond any fare gate, standalone validator or fare tapping machine leading to a platform, 3) platform areas, or 4) areas where any sign indicates fares are required at or beyond that location.
- F. "Graffiti" means any unauthorized inscription, word, figure, mark or design that is written, marked, etched, scratched, drawn, painted or affixed on Metro facilities or vehicles.
- G. "Loitering" means unnecessary lingering in Metro facilities or vehicles or other location where it interferes with a Metro facility or vehicles or use thereof with the intent to commit a crime.
- H. "Metro" means the Los Angeles County Metropolitan Transportation Authority and its subsidiary, the Public Transportation Services Corporation, and their contractors.
- I. "Metro representative" means a Metro security officer, operator, fare inspector or other authorized Metro employee, board or sector councilmember, or contractor.
- J. "Metro facility" means all property and equipment, including rights-of-way and related trackage, rails, signals, power, fuel, communication systems, ventilation systems, power plants, cameras, signs, loudspeakers, fare collectors or registers, sound walls, stations, vacant parcels, bike paths, terminals, platforms, plazas, waiting areas, signs, artwork, storage yards, depots, repair and maintenance shops, yards, offices, parking areas and other real estate or personal property owned or leased by Metro, used for any Metro activity or authorized to be located on Metro property.
- K. "Metro vehicle" means a Metro bus, train, car or other vehicle owned, operated, or used by Metro or its contract service providers transporting Metro representatives or patrons.
- L. "Minor" means a person under the age of 18.
- M. "Peak hours" means 6:30am–9am and 3pm–7pm Monday through Friday.
- N. "Patron" and "customer" mean any person in or on, using or attempting to access, a Metro facility or vehicle, including without limit paying riders.
- O. "Off-peak hours" means all other times other than peak times.
- P. "Person" includes an individual, firm, partnership, corporation, association or company.
- Q. "Rules" or "code" or "Customer Code of Conduct" means Title 6 of Metro's Administrative Code as amended from time to time.
- R. "Sound device" means a radio, receiver, communication device, phonograph, television, musical instrument, tape recorder, cassette player, CD player, MP3 player, DVD player, game, speaker system, audio system, sound amplifier or other device that plays music or emits noise. Sound device does not include assistive hearing devices for persons who have impaired hearing.
- S. "Weapon or instrument intended for use as a weapon" includes but is not limited to firearms, switchblade knives, axes, gravity knives, box cutters, straight razors, unpackaged razor blades, swords, nunchucks, explosives, dangerous chemicals or devices, radioactive materials and highly combustible materials.
- T. "Wheelchair" means, a mobility aid belonging to any class of three (3) or more wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.<sup>1</sup>
- U. "Mobility aid device" means an assistive device other than a wheelchair used by and primarily intended to assist persons with disabilities with locomotion.
- V. "Power driven mobility device" means any device powered by batteries, fuel or other source that does not fit the definition of a wheelchair regardless whether it is designed primarily for use by individuals with mobility disabilities.<sup>2</sup>
- W. "Personal Care Attendant" means an individual designated or employed by a person with disabilities, to aid in meeting his/her personal needs.<sup>3</sup>

## 6-05-030 ANIMALS

- A. Animals are not permitted in Metro facilities or vehicles, unless one of the following applies:
  - 1. The animal is in a fully enclosed and secure carrier;
  - 2. The animal is a certified police or security animal and is accompanied by a peace officer;<sup>4</sup> or
  - 3. The animal is a service animal, as defined by the Americans with Disabilities Act, and is accompanied by a patron. A Metro representative may ask whether an animal is a pet or a service animal required because of a disability and what function the animal has been trained to perform for the handler.<sup>5</sup>
- B. Handlers shall maintain control of their animals at all times. No animal is permitted in a Metro facility or vehicle that is not under the control of its handler or poses a threat to a Metro representative or patron. A non-service animal may be denied from boarding or ejected if it unreasonably annoys patrons.
- C. Handlers of animals shall promptly remove all animal waste from Metro facilities and vehicles. Leaving animal waste in a Metro facility or vehicle is prohibited.
- D. Handlers must ensure that an animal shall not deprive a patron of a seat or block an aisle.
- E. Animal carriers must have closable doors that are closed during transport. Purses, backpacks and other similar items are not considered suitable animal carriers unless they are fully enclosed for animal transport.

## 6-05-040 WHEELED RIDING DEVICES

- A. Wheeled riding devices, including bicycles, skates, skateboards, kick scooters and other wheeled riding devices, except wheelchairs and mobility aid devices, may not be ridden in Metro facilities or vehicles, except for public bike or roadways clearly intended for those types of devices.<sup>6</sup> A person may carry or walk such wheeled riding devices in a safe manner on Metro facilities to park or board Metro vehicles.<sup>6</sup>
- B. Tandem, three-wheeled or fuel-powered bicycles<sup>7</sup>, or other wheeled riding devices, are not permitted in, attached to, or on Metro facilities or vehicles. Bicycles or other wheeled riding devices over six (6) feet long are prohibited.
- C. All persons entering Metro facilities with wheeled riding devices of any type, including wheelchairs and mobility aid devices, but excluding handheld skates or skateboards, must use elevators or ramps to access elevated or lowered platforms or subway stations.
- D. Bicycles may be carried on stairs when safe to do so if escalators and elevators are nonoperational. A person who enters a Metro facility or vehicle with a bicycle must do the following:
  - 1. Hold a bicycle when it is not in the rack.
  - 2. Use available bicycle racks.
  - 3. If racks on a bus are full, wait for the next bus.
  - 4. Inform the bus operator before exiting that you will be removing a bicycle from a rack in front of the bus.
  - 5. Not block aisles, doorways or operators' exit way.<sup>8</sup>
  - 6. Board at bicycle-designated doors and keep the bicycle in bicycle-designated areas, such as non-operating cab areas.<sup>6, 8</sup>
  - 7. If an arriving train is crowded, individuals with bicycles must wait for a train with available room. Law enforcement personnel may ask individuals travelling with bicycles to wait.

8. If evacuation is required, bicycles must be left on the train and located so that they do not block aisles or doors.
  9. Not take the bicycle down train aisles.
  10. Yield space in designated areas to wheelchairs or other mobility aid devices for persons with disabilities.
  11. Load and unload bicycles from the front of a Metro bus to the curbside and not into traffic.
  12. Not attempt to access the bicycle rack after the bus has left the curb.
  13. Use elevators or ramps, not escalators, to transport all wheeled riding devices other than handheld skates or skateboards in Metro facilities.
- E. Folded bicycles, handheld skates or skateboards may be carried into a Metro vehicle at any time without using the rack. These items must be stored so that they do not block passageways, aisles or seats.
- F. Persons under the age of 14 years travelling with a bicycle must be accompanied by an adult.

### **6-05-050 BLOCKING**

The following acts are prohibited in Metro facilities and vehicles:

- A. Willfully blocking or impeding the free movement of another person.<sup>8</sup>
- B. Blocking an aisle, elevator, escalator, door or stairway with one's body or an object, in a way that poses a danger, unreasonably impedes a patron's movement or displaces a person.<sup>8</sup>
- C. Operating, stopping or parking a vehicle in a location that is reserved for transit vehicles or is otherwise restricted.<sup>9</sup>
- D. Obstructing or impeding the flow of a Metro vehicle or interfering with the operation or use of transit services.<sup>10</sup>
- E. Preventing a door from closing.
- F. Willfully interfering with the operator or operation of a Metro vehicle in a manner that affects the operator's control of the vehicle.<sup>10</sup>
- G. Impeding the safe boarding or exiting of passengers.<sup>11</sup>

### **6-05-060 BOARDING, EXITING AND SEATING**

The following acts are required in Metro facilities and vehicles:

- A. Never go onto a track except through designated crossings and never step or put arms, legs, or objects in the path of a Metro vehicle.<sup>12</sup>
- B. Maintain control of children at all times in or on Metro vehicles or facilities, including when a Metro vehicle is approaching.<sup>12</sup>
- C. Do not signal in the path of or by touching the bus when it is moving.
- D. Yield priority, reserved, wheelchair or similarly designated seating to older adults and individuals with disabilities.<sup>13</sup>
- E. A Personal Care Attendant (PCA) must travel with a patron who displays an Access Services TAP card with a PCA eligible designation at all times when using the Metro bus and rail system, including boarding and exiting at the same location and traveling in the same bus or rail car.

## **6-05-070 CARTS, STROLLERS AND LUGGAGE**

- A. Commercial or large size carts, dollies and strollers are prohibited on Metro vehicles, unless collapsed. If a small, personal use size stroller is occupied by a child or small cart is filled, then it must be securely held and not block passageways or seats.
- B. Carts, dollies, strollers and large luggage that create an unsafe condition are prohibited.
- C. During crowded conditions or peak hours, remove children from strollers and materials from carts, and collapse, or wait for the next Metro vehicle that has room for the cart or stroller. This provision does not apply to wheelchairs or other mobility aid devices.
- D. Carts, strollers, large luggage and wheelchairs or other mobility aid devices are to be transported in elevators or ramps in all Metro facilities and not on escalators.

## **6-05-080 CIVILITY, COMPLIANCE AND COOPERATION**

- A. Abuse and harassment of Metro representatives or patrons is prohibited in Metro facilities and vehicles.<sup>11, 14</sup>
- B. A person must comply with all lawful orders and directives given by an authorized Metro representative relative to Metro facilities or vehicles consistent with the code, including any instruction to leave a Metro vehicle or facility for safety reasons, for a violation of the code, or following a notice of ejection or exclusion.
- C. A person receiving a Notice of Violation must provide accurate and complete identification and fare media when requested to do so by an authorized Metro representative.
- D. A person may not falsely represent himself or herself to be a Metro representative through words, actions, clothes, insignia, badge or equipment.
- E. A person must wear a shirt, pants or skirt, and shoes, while in a Metro facility or vehicle. Infants being held or in strollers and persons in wheelchairs are not required to wear shoes.
- F. Patrons unable to care for themselves, who do not exhibit an ability to comply with Metro's code, or who pose a safety risk, must be accompanied by a service animal or a responsible individual who can care for the patron when in a Metro facility or vehicle.

## **6-05-090 COMMERCIAL ACTIVITY**

- A. Persons must not engage in commercial activity in a Metro facility or vehicle without first obtaining a Metro permit and paying all required fees.<sup>15</sup>
- B. Persons who engage in permitted commercial activity in a Metro facility or vehicle must comply with all Metro instructions, safety requirements and applicable laws.<sup>15</sup>
- C. Commercial activity is prohibited on loading platforms and in any location where it interferes with transit services or the movement of patrons or where it creates a safety hazard.<sup>15</sup>

## **6-05-100 DISORDERLY CONDUCT**

The following acts are prohibited in, on or in close proximity to Metro facilities and vehicles:

- A. Expectorating (spitting).<sup>16</sup>



- B. Carrying any explosive, acid, flammable liquid, or toxic or hazardous material.<sup>17</sup>
- C. Urinating or defecating, except in a lavatory. This subsection does not apply to a person who cannot comply as a result of disability, age or a medical condition.<sup>18</sup>
- D. Throwing an object at a patron, Metro representative, or a Metro facility or vehicle.<sup>10</sup>
- E. Gambling to win money or anything of value.
- F. Hanging from, swinging from or attaching anything to hand rails. This does not apply to holding a hand rail to stabilize one's body during transit.<sup>19</sup>
- G. Inciting violence or posing a clear and present danger to other persons, including making verbal or visual gang affiliation or provocation signs.<sup>20</sup>
- H. Engaging in or soliciting another person to engage in lewd conduct.<sup>21</sup>
- I. Engaging in or soliciting another person to engage in prostitution.<sup>22</sup>
- J. Placing feet or shoes on seats or furnishings.
- K. Defacing with graffiti, vandalizing, damaging, destroying, or tampering with Metro facilities or vehicles.<sup>23</sup>
- L. Littering or dumping.<sup>24</sup>
- M. Injuring another person or damaging another person's property or possessions.<sup>25</sup>
- N. Throwing an object from a Metro vehicle.<sup>26</sup>

## **6-05-110 FOOD, ALCOHOL AND DRUGS**

The following acts are prohibited in Metro facilities and vehicles:

- A. Eating, drinking, smoking, vaping or carrying a lit cigar, cigarette of any type, or pipe, except in designated areas permitting that activity or is required by a disability accommodated pursuant to 6-05-140 Miscellaneous G.<sup>27</sup>
- B. Placing chewed gum onto any surface in a Metro facility or vehicle other than into a trash receptacle.
- C. Drinking or possessing in an open container an alcoholic beverage, except in designated areas where there is notice that drinking alcohol is permitted and all required permits have been obtained.<sup>28</sup>
- D. Possessing an illegal drug or substance.<sup>29</sup>
- E. Being under the influence of alcohol, a drug, a controlled substance, toluene, or any combination of those items, and unable to care for one's own safety or the safety of others, or interfering with the use of a Metro facility or vehicle.<sup>30</sup>
- F. Creating a public nuisance or a health hazard by dropping food other than in a proper waste disposal receptacle.<sup>31</sup>
- G. Smoking or vaping is also not allowed within 20 feet of any Metro facility entrance, exit or operable window.<sup>32</sup>

## **6-05-120 LOITERING**

- A. Loitering is prohibited in Metro facilities and vehicles.<sup>33</sup>

## **6-05-130 LOST & FOUND**

- A. Items found in a Metro facility or vehicle shall be turned in to a Metro operator or other authorized Metro representative, who will forward the items to the Metro Lost & Found or other designated department or agent.

- B. Items can be claimed in person at the Metro Lost & Found or other designated department or agent by providing proof of ownership. Items that remain unclaimed for 90 days will be discarded, sold, destroyed or donated to a charitable organization, without liability for Metro or its agents to anyone.<sup>47</sup>
- C. Metro is not responsible for items lost in a Metro facility or vehicle.

## 6-05-140 MISCELLANEOUS

- A. The code is not intended to affect lawful activity or first amendment rights protected by state or federal law, including laws related to collective bargaining, labor relations, or labor disputes.
- B. Metro reserves the right to suspend, waive, modify, limit or revoke the application of the code.
- C. Metro may refuse service, or access to Metro facilities or vehicles, including eject or exclude, to any person who does not comply with the code or applicable laws.
- D. The code incorporates all relevant applicable legislative changes that occur after the date the code is adopted.
- E. Acts prohibited under the code are permitted if authorized by agreement, permit, license or a writing signed by an authorized Metro representative.
- F. The code applies with equal force to any person who aids or abets in any of the acts prohibited by the code or in the avoidance of any of the requirements of the code.
- G. Individuals with disabilities may visit *metro.net* for information and request a reasonable modification of the provisions of this code. Whenever possible, a request for a reasonable modification shall be made in advance to Metro at *accessibility@metro.net*, 213.922.6919, or at MS 99-21-5, One Gateway Plaza, Los Angeles 90012. If a request for a modification is made to a Metro operator or other Metro representative, the employee may contact his or her supervisor or control center for guidance. Requests for reasonable modifications will not be approved if the request would: fundamentally alter the nature of the service, program or activity; create a direct threat to the health or safety of others; result in an undue financial and administrative burden; or the individual would be able to fully use the services provided by Metro without the modification. Individuals with disabilities may file complaints regarding reasonable modification or accommodation with Metro Customer Relations by telephone at 800.464.2111 or via email at *customerrelations@metro.net*.

## 6-05-150 NOISE

The following acts are prohibited in Metro facilities and vehicles:

- A. Disturbing others by engaging in unruly behavior.<sup>19</sup>
- B. Failing to comply with a warning by a Metro representative to cease creating loud, boisterous or unreasonable noise, including unnecessary cell phone or other conversation, that is so loud, lengthy, sexually explicit, threatening, violent, or disruptive, that it causes a nuisance or unreasonably interferes with the use, operation, or enjoyment of the Metro facilities or vehicles for Metro representatives or patrons, or creates an unsafe condition, such as distracting operators of Metro vehicles.
- C. Playing a sound device, except when using headphones or earphones that make the sound inaudible to others unless a permit has been issued for usage of such sound device by Metro.<sup>35</sup>

## **6-05-160 ODORS**

- A. A person may not be in a Metro facility or vehicle with an unavoidable grossly repulsive odor so extreme it causes a nuisance, unreasonably interferes with the use, operation or enjoyment of the Metro facilities or vehicles for Metro representatives or patrons, or creates an unsafe condition.<sup>31</sup> Notwithstanding the foregoing, this subsection shall not apply to persons with odors directly related to a disability or medical condition unless the odor is so severely disruptive that it interferes with the use or operation of the Metro facility or vehicle by Metro representatives or patrons, or creates direct threat or an unsafe condition.
- B. Extreme odors may arise from a variety of sources, including one's body, possessions, clothing, food, chemicals or accompanying animals.

## **6-05-170 PARKING AND USE OF METRO FACILITIES AND VEHICLES**

- A. Parking a vehicle at a Metro facility shall not exceed the posted allowed period of time.
- B. Parking or storage of items in Metro facilities may only be used for the designated Metro-related transportation purposes.
- C. A person may not perform non-emergency maintenance on a non-Metro vehicle at a Metro facility unless authorized by Metro.
- D. Driver training is prohibited at Metro facilities unless authorized by Metro.
- E. A person may not enter nonpublic areas in Metro facilities or vehicles, unless authorized by Metro.
- F. Persons wishing to hold an event, special meeting or use for commercial purposes, in a Metro facility or vehicle, should contact Metro for information on its policies and procedures, and obtain its approval in advance, for such use.

## **6-05-180 PHOTOGRAPHY AND RECORDING**

- A. A person may not photograph, film, duplicate, record or sketch a Metro facility or vehicle for commercial purposes without first obtaining a Metro permit and any other required permits, and paying all required fees.
- B. A person who photographs, films or records in a Metro facility or vehicle must comply with all Metro safety requirements, instructions, licenses and applicable laws, including copyright laws.
- C. A person may photograph, film, record or sketch a Metro facility or vehicle for non-commercial purposes only in public areas, unless otherwise authorized by Metro, and in a manner, at a time and at a place that does not interfere with Metro operations, or create an unreasonable risk to the safety or well being of Metro representatives or patrons. Prohibited activities shall include use of a tripod, or laying of cord or cables, in a walkway; use of a flash bulb that is blinding to patrons or Metro representatives; or creating congestion during an emergency evacuation.

## **6-05-190 SAFETY**

- A. The following acts are prohibited in Metro facilities and vehicles:
  - 1. Attaching to, hanging from or riding on any part of the outside of a Metro vehicle, or being inside an area in which the public are prohibited. This section does not apply to an employee conducting Metro business.<sup>36</sup>

2. Interfering with the safe operation or movement of a Metro vehicle.<sup>11</sup>
  3. Abandoning personal items.
  4. Throwing or kicking a ball, disc or other object where it is not safe to do so.<sup>19</sup>
  5. Standing, lying or climbing on a sign, bench, passenger shelter, trash container or planter.
  6. Extending anything in the path of or through a door or window on a Metro vehicle.<sup>10</sup>
  7. Entering or crossing rail tracks in a Metro facility, except in marked crosswalks or designated waiting areas, or at the direction of a Metro representative.<sup>10</sup>
  8. Engaging in sport, horseplay or recreational activities.<sup>19</sup>
  9. Creating a danger to other persons.
  10. Extending any portion of the body through any window opening of a Metro vehicle in an unsafe manner.<sup>10</sup>
  11. Engaging in any unsafe activity other than those described in Safety Subsection 6-05-190 of the code.
- B. To avoid injury, patrons must use care at all times when on or in a Metro facility or vehicle.
  - C. Patrons should be alert and promptly report to Metro or law enforcement any unsafe condition, broken equipment or suspicious activity, odor or package.
  - D. Emergencies should be reported immediately to a Metro representative, law enforcement or emergency personnel. Emergencies may be reported using telephones or intercoms if available in the Metro facilities or vehicles.
  - E. If a Metro representative or other authorized personnel evacuates a Metro facility or vehicle, patrons shall promptly and orderly follow instructions to avoid injury to other persons.
  - F. No person shall remove, tamper with, injure or destroy a Metro vehicle or the contents thereof, with the intent to cause great bodily injury to another person, or place an obstruction in front of a Metro vehicle, or willfully set a Metro vehicle in motion while it is at rest and unattended.<sup>37</sup>
  - G. Elevators shall not be used in a Metro facility in the event of a fire.

## 6-05-200 SIGNS

- A. No person shall affix or post signs, stickers, buttons, advertisements, circulars, or other printed materials on or in Metro facilities or vehicles. Written permission must be obtained from Metro prior to placing, posting or displaying a poster, notice, advertisement, sign or other written material on a Metro facility or vehicle.
- B. No persons shall destroy, cover, deface with graffiti, remove, damage or tamper with a Metro poster, sign, advertisement or notice, unless authorized by Metro.<sup>23</sup>
- C. Persons shall obey any sign that is intended to provide for the safety and security of transit passengers or the transit system.<sup>10</sup>
- D. Persons shall also obey all other notices and signs posted by Metro in a Metro facility or vehicle.
- E. The carrying of signs or stick-like items into any Metro facility or vehicle shall be limited and subject to those restrictions set forth in Subsection 210 Solicitation herein.

## 6-05-210 SOLICITATION

- A. No person shall aggressively solicit money or other things of value in a Metro facility or vehicle.<sup>38</sup> Aggressive solicitation includes the following:
  - 1. At or near an ATM or ticket vending machine;
  - 2. Using insults, profanity or threats;
  - 3. Repeated requests to the same person who has refused; or
  - 4. Making demands while blocking access to a facility, such as a building or restroom.
- B. No person shall solicit public support or distribute materials, for any cause, in Metro vehicles and in underground or non-public areas of Metro facilities where the distribution is disruptive, presents a safety hazard or impedes the movement of Metro patrons.
- C. The exercise of freedom of speech is permitted in Metro facilities and vehicles, subject to the following restrictions:
  - 1. Activity at a rail station is limited to street level areas and areas which are not platform waiting areas for patrons.
  - 2. Activity may not occur within 15 feet of an elevator, escalator, stairwell or staircase entryway, above-ground platform, loading zone, kiosk, transit entrance or exit, emergency exit or telephone, fare vending machine, or fare media readers or validators, or customer service station.
  - 3. Activity may not impede transit services or the movement of patrons or Metro personnel.
  - 4. Pamphlets and leaflets may not be left unattended in a Metro facility or vehicle.
  - 5. The carrying of signs or placards larger than 30 x 30" in Metro facilities or vehicles is prohibited. Large signs can be folded or rolled up to comply with the 30 x 30" restriction. No pole, stick or other similar object or device utilized to display a sign shall exceed a length of 30 inches, nor shall such object exceed a thickness of 1/4 x 2" wide; or if not generally rectangular in shape, such object shall not exceed 3/4" at its thickest dimension. This limitation is not intended to prohibit walking canes, crutches or similar devices used for mobility assistance by a person with a disability. No object shall have an exposed sharp pointed end.
  - 6. Carrying of any such signs or sticks must not interfere with the movement, seating, or safety of patrons or Metro representative.
  - 7. Food and drinks shall not be distributed in Metro facilities or vehicles except by Metro or persons who obtain a permit from Metro.
  - 8. Tables and portable equipment are prohibited, unless approved by Metro.

## 6-05-220 WEAPONS

- A. A weapon or instrument intended for use as a weapon shall not be discharged or directed at a Metro facility or vehicle, or at a person or object in a Metro facility or vehicle.<sup>39</sup>
- B. Entering a Metro facility or vehicle with a weapon or instrument intended for use as a weapon is prohibited.<sup>40</sup> This provision does not apply to law enforcement or security personnel.

## FARES

### 6-05-230 FARES

- A. Patrons who ride Metro vehicles or use Metro services must pay all applicable fares and fees.<sup>41</sup>
- B. Patrons shall show proof of payment of fare upon request by a Metro representative.<sup>41</sup>
- C. Evading payment of a Metro fare is prohibited.<sup>41</sup> Fare evasion includes the following:
  - 1. Boarding a Metro vehicle or entering a Metro facility platform or other fare-required zone, without proof of valid fare media or without paying the fare upon boarding a Metro bus.
  - 2. Duplicating, counterfeiting, altering or transferring any nontransferable fare media without Metro authorization.<sup>41</sup>
  - 3. Placing anything other than valid fare media into a farebox, ticket machine, pass reader, or other fare validation or collection device.<sup>41</sup>
  - 4. Falsely representing oneself as eligible for a waiver or a special or reduced fare, or obtaining fare media by making a false or misleading representation.<sup>42</sup>
  - 5. Refusing to show proof of valid, validated, unexpired fare media upon request by a Metro representative. Patrons shall show identification upon request for the purpose of accurate completion of citation data entry in accordance with posted policies.
  - 6. Misusing fare media with the intent to evade payment of a fare.<sup>43</sup>
  - 7. Unauthorized use of a discount ticket or failing to present upon request by Metro or within 72 hours thereafter, acceptable proof of discount eligibility to use a discount ticket and show identification in accordance with posted policies.<sup>42</sup>
  - 8. Boarding through a rear bus door to avoid payment of fare.<sup>44</sup>
  - 9. Entering a Metro vehicle or facility when any penalty, fee or assessment for violation of the code is past due or during any exclusion period.
  - 10. Entering a Metro vehicle or facility in such a way as to bypass or avoid any fare-required zone barriers, such as media collection or validation machines, or Metro representatives collecting fares.<sup>44</sup>
- D. No payment will be made to patrons who overpay the required fare or who are ejected or excluded from Metro facilities or vehicles for violating the code or applicable laws.

## ENFORCEMENT

### 6-05-240 ENFORCEMENT

#### A. Violations

A person who violates the code is subject to a notice of violation and imposition of any and all remedies, fines, criminal sanctions, damages and penalties available by law. Enforcement of any provisions of the code involving the payment of any fees, penalties or other administrative amounts, or community service, based on California Penal Code section 640 (b) and (c), shall be pursuant to the authority and according to the procedures, herein and as set forth in the California Public Utilities code including section 99580 et seq. Parents or guardians shall also be responsible in addition to the minor for any fees, penalties, fines incurred or damages caused by their minor in connection with a citation.

B. (1) A person who violates any provision of the code other than those described in Section A above and who receives a notice of violation may, within 21 days of the issuance of such notice of violation, request an initial review of the notice of violation by Metro. The request for review may be made by telephone, in writing or in person. There shall be no charge for this review. If following the initial review Metro is satisfied that the violation did not occur, or that extenuating circumstances exist, and that the dismissal of the notice of violation is appropriate in the interests of justice, Metro may cancel the notice of violation. Metro shall notify, in writing the person requesting the review of the results of the initial review. If the notice of violation is not dismissed, reasons shall be provided for the denial. Notice of the results of the review shall be deemed to have been received by the person who requested the initial review when personally delivered five days following the mailing of the decision by Metro.

(2) If the person subject to the notice of violation is not satisfied with the result of the initial review, the person may no later than 21 days following the mailing of the initial review decision request an administrative hearing of the violation. The request may be made by telephone, in person or by mail. The person requesting the administrative hearing shall deposit with Metro the amount due under the notice of violation for which the administrative review hearing is requested. A person may request administrative review without payment of the amount due upon providing Metro with satisfactory evidence of an inability to pay the amount due. An administrative hearing shall be held within 90 days of the receipt of request for an administrative hearing.

(3) The administrative hearing shall include all of the following:

- (a) The person requesting the hearing shall have the choice of a hearing in person or by mail. An in-person hearing shall be held within the jurisdiction of Metro, and shall be conducted according to such written procedures as may from time to time be approved by the Chief Executive Officer of Metro or the Chief Hearing Officer. The hearing shall provide an independent, objective, fair and impartial review of contested violations.
- (b) The hearing shall be conducted before a hearing officer designated to conduct the review by Metro's Chief Executive Officer or Chief Hearing Officer. In addition to any other requirements of employment, the hearing officer shall demonstrate those qualifications, training and objectivity as are necessary and consistent with the duties and responsibilities of the position as determined by Metro's Chief Executive Officer or Chief Hearing Officer. The hearing officer's continued employment shall not be directly or indirectly linked to the amount of penalties imposed by the hearing officer.
- (c) The person who issued the notice of violation shall not be required to participate in an administrative hearing. Metro shall not be required to introduce any evidence other than the notice of violation. The notice of violation, in proper form shall be prima facie evidence of the violation.
- (d) Following a determination by a hearing officer that there is sufficient evidence that a person did commit the violation, the hearing officer may, pursuant to Metro Transit Court policies and procedures, order payment in installments, transit school and/or community service. Where it is determined that circumstances exist such that the dismissal of the notice of violation would best serve the interests of justice, the hearing officer may dismiss the notice of violation and shall provide written reasons in support of that decision. The hearing officer shall have the power and authority to make rulings in the interests of justice within the law and Metro policies concerning notices of

violation and the adjudication of hearings, including the granting of eligibility to attend Metro's Transit School for the purpose of reducing any penalty payment, perform community service in lieu of all or a portion of the payment of fines, or other remedy.

- (e) The hearing officer's decision following the administrative hearing may be delivered personally by the hearing officer or may be sent by first class mail.
- (f) Transit Court shall retain jurisdiction pending completion of any order by the Transit Court, but this shall not toll the period for appeal to Superior Court following the initial order of the Transit Court. The hearing officer's decision at administrative review is final except as otherwise provided by law.

### C. Ejection

A person who violates any provision of the code may be ejected by order of an authorized Metro representative and may be excluded from all or a portion of Metro vehicles and facilities. This remedy is in addition to any other fine, penalty, assessment or other remedy available at law. The procedures for exclusion are those set forth in Subsections D–H of this Enforcement Section.

1. A person who violates the code may be immediately ejected from the Metro facility or vehicle, without refund of any fare, by an authorized Metro representative who witnesses a violation.
2. A person who violates the code is subject to an administrative fine or other penalty for each violation, as specified in the Metro penalty schedule approved by the Board of Directors or Chief Executive Officer up to the maximum amount provided by law. The Metro penalty schedule shall include fines, fees, administrative penalties, late payment fines, collection recovery costs and other such amounts. To determine the Metro penalty schedule, the costs to the agency and other relevant factors shall be considered.
3. A person who violates the code must, in addition to any fines or penalties listed in Metro's penalty schedule, or as otherwise required by law, pay restitution if the violation involves damages.
4. A violation of the code that is also a violation of a local, state or federal law may be prosecuted in a court proceeding by the appropriate authority, in addition to any enforcement by or remedies available to Metro.
5. Failure to comply with a Notice of Exclusion may result in fines, a citation for criminal trespass, and any other applicable criminal and civil remedies.
6. Metro may establish procedures concerning the administration of any hearing provided such procedures are not in conflict with applicable law or the code, and are approved by the Metro Board or the Chief Executive Officer or Chief Hearing Officer.
7. Metro's Board of Directors or Chief Executive Officer or Chief Hearing Officer shall designate the officers, employees, consultants or contractors who shall be authorized to issue notices of violation, citation, order ejections and exclusions, or otherwise carry out the duties under the code and any requisite training for such persons.

### D. Exclusion

1. A person, who violates the code or a law in a Metro facility or vehicle, may be excluded from all or part of Metro facilities and vehicles either indefinitely or for a period of time specified in the Metro penalty schedule or notice of exclusion provided pursuant to Subsection E below.



2. Any person to whom a notice of violation or Penal Code citation or written warning pertaining to an offense, which occurred on or in a public transit facility or vehicle, was issued, and: (a) who has received a citation or written warning for the same violation at least three times in the prior 12 months; or (b) who has failed to pay any applicable fines, fees, penalties or other administrative amounts by the due date, or otherwise resolve the citation when such payment was due; or (c) who is the subject of any outstanding warrant, pending trial, or convicted with respect to any Penal Code offense that is alleged to have occurred on or in a public transit system facility or vehicle, is subject to exclusion, and may receive a notice of exclusion pursuant to Subsection E below.
3. A person excluded under the code may not enter a Metro facility or vehicle during the period of exclusion. Metro may take any reasonable steps necessary to enforce an order of exclusion, including criminal arrest or such other remedies as may be available at law.

#### E. Notice of Exclusion

A notice of exclusion shall be given by Metro or its authorized representative by personal delivery, first class mail, or if the person does not provide Metro or its representative with a valid current address, to the address provided by the excluded person at the time of any underlying violation(s), or at the excluded person's last known address. A notice of exclusion is deemed received on the date of personal delivery or five days after the date the notice of exclusion is mailed. The notice of exclusion shall specify the reason for exclusion, the places or transit lines from which the person is excluded, the duration of exclusion, the consequences for failing to comply with the terms of exclusion, and the right to seek review or appeal the decision. Any exclusion shall begin on the third day following receipt of the notice of exclusion unless otherwise specified in the notice of exclusion, except that exclusions issued for a period of one day or less are effective at the time the notice of exclusion is received. The exclusion, or other remedy, shall be suspended upon Metro's receipt of a request for review and until the review is decided.

#### F. Review Request

An excluded person may request a review of the exclusion. The exclusion shall be suspended upon Metro's receipt of a request for review of a notice of exclusion, and until the review is decided and notice of the decision or review is received by the excluded person. The request for review must be made in writing, and may be submitted by mail, or in person or as otherwise provided in the notice of exclusion, within five days after the notice of exclusion is received from Metro. A request for review or notice of decision or review is deemed to be received on the date it is personally delivered, or if mailed, five days after the date of the postmark. The excluded person will be notified of the date for public hearing by mail or in person. The excluded person may request that the exclusion be rescinded or waived for good cause, that the places of exclusion be altered, or that the duration of exclusion be reduced or be permitted to participate in any diversion program available by Metro for which such persons are eligible. The request should include a copy of the notice of exclusion or the number assigned to the notice, a request for review, the current mailing address and signature of the excluded person, and any written statement (and supporting documentation) to explain why the exclusion should be rescinded, waived, altered, reduced or otherwise modified.

#### G. Administrative Review

The hearing shall be conducted by a hearing officer who is fair and impartial. The excluded person is not required to attend the hearing, and shall have the choice of the hearing being conducted by mail or in person. No Metro representative shall be required to attend the hearing. Metro may submit a copy of the notice(s) of violation, any notice of exclusion, and any documentation or statement by the Metro representative(s) issuing the notice(s) of violation or notice of exclusion. Any notice(s) of violation and/or notice of exclusion shall be received into evidence. Other relevant evidence submitted may be received into evidence at the determination of the presiding hearing officer. Copies of the notice(s) of violation and/or notice(s) of exclusion shall be prima facie evidence of the facts stated therein and shall establish a rebuttable presumption supporting the exclusion of the individual. At the hearing, the hearing officer will review the prima facie validity of the notice of exclusion. Metro and the excluded person may present evidence, including witness testimony, to the hearing officer and may question witnesses who are present at the hearing. The hearing officer's decision shall be based on a preponderance of the evidence. Hearing officers shall have the discretion to dismiss or reduce the fines or other penalties, cancel the notice of exclusion, and make necessary modifications in the interests of justice, including permitting enrollment in an appropriate Metro diversion program for which such person is eligible, in accordance with any policies or procedures adopted by the Metro Hearing Unit. Continuances of the appeal hearing are disfavored but may be ordered by the hearing officer. The hearing officer may authorize the recording of the hearing. The decision of the hearing officer shall be made in writing. The decision of the hearing officer shall be deemed in full effect upon personal service to the excluded person or five days after the mailing of the decision to the address provided by the excluded person.

#### H. Schedule

Metro shall adopt a penalty schedule of administrative penalties, and any necessary additional procedures in furtherance of enforcement of this code. The schedule and any procedures deemed necessary shall be subject to the approval of the Chief Executive Officer.

1. This ordinance shall be in full force and effective on February 27, 2012.<sup>46</sup>
- 1 49 CFR 37.3
- 2 ADA Title II, section 35.104
- 3 49 CFR 37.123
- 4 Civil Code § 54.25
- 5 Civil Code §§ 54.1-54.2; 28 CFR 36.104
- 6 Penal Code § 640(b)(5)
- 7 Vehicle Code § 406
- 8 Penal Code § 640(d)(4)
- 9 Vehicle Code § 22500(i); Vehicle Code § 22523(b)
- 10 Public Utilities Code § 99170
- 11 Vehicle Code § 21701
- 12 Public Utilities Code § 99170(a)(2)
- 13 Civil Code § 54.1
- 14 Penal Code §§ 241.3, 243.3, 243.35, 245.2, 640(b)(2) & 640(d)(1)
- 15 Penal Code § 602.7
- 16 Penal Code § 640(b)(4)
- 17 Penal Code § 640(d)(2)
- 18 Penal Code § 640(d)(3)
- 19 Penal Code § 640(d)(1)
- 20 Penal Code §§ 241.3 & 245.2
- 21 Penal Code § 647(a)
- 22 Penal Code § 647(b)
- 23 Penal Code §§ 594, 640.5-640.8
- 24 Penal Code § 374.4
- 25 Penal Code §§ 243.3 & 243.35
- 26 Public Utilities Code §99170(a)(4)
- 27 Penal Code §§ 640(b)(1) & (b)(3)
- 28 Penal Code § 640(b)(1)
- 29 B & P Code § 25662; H & S Code §§ 11350-11351, 11357
- 30 Penal Code § 647(f)
- 31 Civil Code § 3479
- 32 Government Code § 7597(a); Penal Code § 640(b)(3)
- 33 Penal Code § 647(h)
- 34 Penal Code § 647(e)
- 35 Penal Code §§ 640(b)(2) & (d)(1)
- 36 Vehicle Code §§ 21203 & 21712
- 37 Penal Code § 625c
- 38 Penal Code § 647(c)
- 39 Penal Code §§ 245.2, 247(b) & 171.7
- 40 Penal Code § 171.7
- 41 Penal Code § 640(c)
- 42 Penal Code § 640(c)(3)
- 43 Penal Code § 640(c)(2)
- 44 Penal Code § 640(c)(1)
- 45 Penal Code § 640(e)
- 46 Amendments adopted 02/28/2013 effective 30 days after publication in a newspaper of general circulation.
- 47 Civil Code § 2080.6

# **Metro Customer Code of Conduct**

## CHAPTER 6-05 PENALTY SCHEDULE

## METRO CUSTOMER CODE OF CONDUCT CHAPTER 6-05 PENALTY SCHEDULE\*

CODE SECTION	DESCRIPTION	1 <sup>ST</sup> OFFENSE**	2 <sup>ND</sup> OFFENSE	3 <sup>RD</sup> OFFENSE	4 <sup>TH</sup> OFFENSE	5 <sup>TH</sup> OFFENSE OR GREATER
<b>6-05-040 Bicycles, Skateboards and Skates</b>						
6-05-040.A	Riding bicycles and skateboards in Metro facility	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
6-05-040.C	Tandem, three-wheeled or fuel-powered bicycles are not permitted in Metro facilities	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
<b>6-05-050 Blocking</b>						
6-05-050.A-E, H, I	Blocking, operating or obstructing Metro vehicle, impeding safe boarding	> Notice of violation > \$75 fine > Ejection	> Notice of violation > \$75 fine > Ejection	> Notice of violation > \$75 fine > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
<b>6-05-100 Disorderly Conduct</b>						
6-05-100.A-1, K-N	Spitting, hazardous material, urinating, defecating, throwing an object, gambling, hanging from rails, inciting violence, lewd conduct, prostitution, vandalizing/tampering, littering, injuring person or property	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
<b>6-05-110 Food, Alcohol and Drugs</b>						
6-05-110.A	Eating, drinking, smoking, vaping	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
6-05-110.B	Placing chewing gum onto Metro property	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days

6-05-110.C	Drinking alcohol	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
<b>6-05-120</b>	<b>Loitering</b>					
6-05-120.A	Loitering	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
<b>6-05-150</b>	<b>Noise</b>					
6-05-150.A	Disturbing others	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
6-05-150.B	Creating disruptive noise	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
6-05-150.C	Playing sound device	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
<b>6-05-090</b>	<b>Commercial Activity</b>					
6-05-090.A, B, C	Permit required, comply with permit rules, no commercial activity in prohibited area	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
<b>6-05-200</b>	<b>Signs</b>					
6-05-200.A-D	Post, destroy, failure to obey signs	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days

6-05-210		Solicitation				
6-05-210.A-B	Solicitation	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
6-05-230		Fares				
6-05-230.A, C (1), (5), (6), (8), (10)	Patrons must pay fare; fare evasion	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 90 days
6-05-230.B	Proof of payment	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 90 days
6-05-230.C (2-4), (7), (9)	Misuse of fare media	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 90 days

\* Pursuant to the Customer Code of Conduct Section 6-05-240(C) any person who commits a criminal offense, or fails to pay a penalty when due or violates any provisions of the code, including those not listed above, may be ejected from a Metro vehicle or facility by order of an authorized Metro representative, and may be excluded from all or a portion of Metro vehicles and facilities.

\*\* All violators are subject to all penalties listed above. An individual who received a notice of violation is eligible to complete Metro Transit School and community service, which may only be completed once in any 12-month period upon order of a Metro Hearing Officer.

<sup>1</sup> This amount is used to calculate the number of diversion program hours a minor might complete to satisfy a written warning or notice of exclusion, or that a minor/parent might select in lieu of non-fiscal remedies.

## VIOLATIONS OF THE CUSTOMER CODE THAT WILL BE ADDRESSED THROUGH EJECTION\*

CODE SECTION	DESCRIPTION	1ST OFFENSE**	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE	5TH OFFENSE OR GREATER
<b>6-05-030</b>	<b>Animals</b>					
6-05-030.A-C	Animal control	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-040</b>	<b>Bicycles and Skates</b>					
6-05-040.C	Prohibited bicycle	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-040.D1-D2,D6,D7	Failure to control bicycle properly while using Metro	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-040.G	Persons under 14 with bike must be accompanied by an adult	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-050</b>	<b>Blocking</b>					
6-05-050.E	Obstruction of doors	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-060</b>	<b>Boarding, Exiting and Seating</b>					
6-05-060.B	Failure to maintain control of children	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-060.C	Signaling in path of or touching moving bus	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-060.D	Failure to yield seat to senior/disabled	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-070</b>	<b>Carts and Strollers</b>					
6-05-070.A-D	Improper use of carts and strollers	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-080</b>	<b>Civility, Compliance and Cooperation</b>					
6-05-080.E	Failure to wear shirt, pants, skirt or shoes	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-090</b>	<b>Commercial Activity</b>					
6-05-090.A, B, C	Permit required, comply with permit rules, no commercial activity in prohibited area	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-100</b>	<b>Disorderly Conduct</b>					
6-05-100.E	Gambling	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-100.J	Feet/shoes on seats	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-100.L	Littering, dumping	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection



<b>6-05-110 Food, Alcohol and Drugs</b>						
6-05-110.B	Placing chewing gum on Metro property	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-160 Odors</b>						
6-05-160.A	Unavoidable grossly repulsive odor	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-170 Use of Metro Facilities</b>						
6-05-170.F	Failure to obtain permit for use of Metro facility	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-180 Photography and Recording</b>						
6-05-180.A-C	Failure to obtain permits and follow Metro rules and policies	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-190 Safety</b>						
6-05-190.A.3	Abandoning personal items	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-190.A.4-8	Unsafe conduct on Metro vehicles or in Metro facilities	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-190.A.10	Extending body through window of Metro vehicle	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-200 Signs</b>						
6-05-200.A	Posting signs, stickers in Metro facilities or on Metro vehicles	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-200.B	Destroy Metro sign, ad, notice	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-200.C-D	Failure to obey signs	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-210 Solicitation</b>						
6-05-210.B	Distributing materials	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-210.C.1-8	Failure to comply with time, place and manner restrictions	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection

\* Pursuant to the Customer Code of Conduct Section 6-05-240(C) any person who commits a criminal offense, or fails to pay a penalty when due or violates any provisions of the code, including those not listed above, may be ejected from a Metro vehicle or facility by order of an authorized Metro representative, and may be excluded from all or a portion of Metro vehicles and facilities.

\*\* All violators are subject to all penalties listed above. An individual who received a notice of violation is eligible to complete Metro Transit School and community service, which may only be completed once in any 12-month period upon order of a Metro Hearing Officer.

**CUSTOMER CODE OFFENSES, WHICH WHEN CITED ON METRO PROPERTY, IN A METRO FACILITY OR VEHICLE, MAY RESULT IN EJECTION AND/OR EXCLUSION, ORDERS IN ADDITION TO CRIMINAL OR OTHER PENALTIES\*\***

CODE SECTION	DESCRIPTION	1 <sup>ST</sup> OFFENSE**	2 <sup>ND</sup> OFFENSE	3 <sup>RD</sup> OFFENSE	4 <sup>TH</sup> OFFENSE	5 <sup>TH</sup> OFFENSE OR GREATER
<b>6-05-80</b>	<b>Civility, Compliance and Cooperation</b>					
6-05-80.A	Abuse or harassment of Metro personnel or patrons	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
<b>6-05-100</b>	<b>Disorderly Conduct</b>					
6-05-100.H	Soliciting lewd conduct	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-100.I	Prostitution	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-100.K	Graffiti	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-100.L	Littering	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-100.M	Injuring another person or damaging property	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
<b>6-05-110</b>	<b>Food, Alcohol and Drugs</b>					
6-05-110.D	Possession of a drug or illegal substance	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-110.E	Being under the influence of drugs or alcohol	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
<b>6-05-120</b>	<b>Loitering</b>					
6-05-120.A	Loitering in Metro facilities or vehicle	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-120.B	Remaining in Metro vehicle or facility without lawful transportation purpose	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
<b>6-05-190</b>	<b>Safety</b>					
6-05-190.F	Tampering with a Metro vehicle	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion

<b>6-05-210</b>	<b>Solicitation</b>					
6-05-210.A	Soliciting in a Metro facility or vehicle	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
<b>6-05-220</b>	<b>Weapons</b>					
6-05-220.A	Discharge of a weapon	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-220.B	Possession of a weapon	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion

\* Pursuant to the Customer Code of Conduct Section 6-05-240(C) any person who commits a criminal offense, or fails to pay a penalty when due or violates any provisions of the code, including those not listed above, may be ejected from a Metro vehicle or facility by order of an authorized Metro representative, and may be excluded from all or a portion of Metro vehicles and facilities.

\*\*All violators are subject to all penalties listed above. An individual who received a notice of violation is eligible to complete Metro Transit School and community service, which may only be completed once in any 12-month period upon order of a Metro Hearing Officer.



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# Recommendations on Metro's Code of Conduct: Public Safety Advisory Committee

## About these recommendations

While PSAC acknowledges the work Metro is undertaking on the Code of Conduct, the committee would like to emphasize that Metro should expand its focus beyond solely revisions to the Code of Conduct text. Committee members would like Metro to better articulate how the revised Code (and resulting enforcement actions) support the agency's new vision for public safety. As explained to the committee, Metro's proposed revisions to this policy document are unlikely to bring about the "safe, dignified, and human experience" the agency committed to when it adopted [the PSAC-drafted Mission and Values for public safety on the Metro system](#).

Ensuring that all Metro users have a safe, dignified, and positive experience is a responsibility shared by riders AND the agency. The committee calls on Metro to be a visionary leader and adopt a transformative, holistic approach to public safety that not only updates the Code of Conduct, but also shifts funding away from law enforcement and contracted security services to support investments that support riders. This includes investing in infrastructure, operations, and maintenance to enhance the rider experience; dedicating more resources to station and vehicle cleaning and upkeep; continued investments in employee training; and devoting staffing resources to ensure that employees are fairly compensated. These investments will ensure that Metro is leading by example and enables riders to adhere to the shared values that the agency aims to uphold.

Additionally, any edits to the Code of Conduct should be explicitly linked to the aforementioned Mission and Values statements. The committee recommends that Metro staff clearly articulate this linkage to affirm its commitment to the adopted values of:

- "Implementing a Human-Centered Approach"
- "Emphasizing Compassion and a Culture of Care"
- "Recognizing Diversity"
- "Acknowledging Context"
- "Committing to Openness and Accountability"

## ***Metro's Role in Code of Conduct Compliance & Enforcement***

1. **Fund improvements that support equitable Code of Conduct implementation by shifting funding from law enforcement and contract security:** As PSAC has previously stated [here](#), [here](#), and [here](#), funding should be shifted away from law enforcement and contract security services to support a transformative vision of public safety. Metro's [Respect the Ride campaign](#) is an example of a program which should receive reallocated funding under this directive.

- 2. Enhancing customer experience improves public safety and adherence to shared values:** The committee calls for Metro to broaden its vision of public safety to include customer experience elements, such as those named in [Metro's Customer Experience Plan](#) and [ACT-LA's Metro as a Sanctuary report](#). Investing in additional seating, bathrooms, and trash cans provides infrastructure that allows riders to adhere to the norms spelled out in the Code. Likewise, investments in shops, street vendors, and performers create station areas that are for people and meet Metro's adopted value of "Implementing a Human-Centered Approach." A station that is comfortable and welcoming will improve public safety by reinforcing the Code of Conduct's call for shared stewardship of transit spaces.
- 3. Metro must lead if riders are to follow:** As seen in [Metro's FY23 Budget survey](#), transit riders list cleaner stations and vehicles at or near the top of their priorities for Metro's budget. The committee calls for Metro to increase station and vehicle cleaning system-wide as a way to lead by example. A consistently clean and well-maintained system is less likely to have riders violate our shared values of cleanliness.
- 4. Invest in staff training and increased compensation to support Code of Conduct goals:** Funding should be shifted to better support current employees through training and compensation. To ensure that Code of Conduct implementation is equitable and reinforces treating riders with dignity, Metro should continue to invest in staff training, strategic deployment of staffing resources, and increased compensation to make frontline jobs more attractive. In the context of supporting the Code of Conduct revisions, this includes additional investments in unarmed personnel like transit ambassadors, vehicle operators, and custodial staff.
- 5. Any infractions of the Code of Conduct should not be financially punitive or removal of access to Metro services:** In keeping with Metro's adopted value of "Acknowledging Context," any Code of Conduct infractions should not result in a monetary fine or revocation of Metro system access. Given the racial disparities seen in the existing enforcement data, coupled with Metro's acknowledgement of low levels of fine remittance, this practice should be eliminated. Meanwhile, revoking individual's access to Metro for Code of Conduct violations further entrenches systemic inequality. As noted in Metro's Vision 2028 Strategic Plan, public transportation plays an integral role in access to economic and educational opportunities, essential services, and other necessary activities that support LA County residents in living successful and healthy lives. Punitively barring individuals, rather than seeking to rehabilitate them, continues an inequitable status quo.
- 6. Recognize and encourage good ridership behavior:** Metro should actively strive to build a culture of considerate ridership. Metro staff on vehicles and in stations should have the discretion to recognize and, where possible, reward riders who are exemplary transit users. Rewards can range from social media posts, to shared stories on Metro's The Source blog, to small financial incentives like TAP cards. There could be additional

synergy with Metro's free fare programs for students and leverage this opportunity to influence youth and develop a new generation of transit riders in Los Angeles.

### ***Revising the Code of Conduct Document***

7. **Structure the Code of Conduct as expectations, not behaviors:** Rather than drafting a document detailing what riders can not do, structure it as a series of expectations that both riders and the agency are to meet. The committee recommends Metro engage PSAC in a comprehensive drafting process to articulate these expectations for the Code of Conduct. Some PSAC members have called for a new Code of Conduct drafted from scratch. The text and framework of the current Code of Conduct can not facilitate PSAC's transformative vision outlined in Recommendation #1. Therefore a brand-new document would be drafted, with Recommendation #6 as its core tenet.
  
8. **Acknowledging context for vulnerable transit riders:** The committee also recommends that Metro include specific language in the Code of Conduct to acknowledge the different types of riders the system serves and acknowledges the diversity of experiences and needs each brings to the system. Specifically, the Code of Conduct should identify the systemic barriers and challenges faced by the vulnerable riders it serves. These groups include unhoused riders, riders with disabilities, women, youth, members of the LGBTQ+ community, and older adults, among others. The Code's expectations should be adjusted according to the social and economic realities affecting rider's experience on transit. The expectations for an unhoused rider with limited access to mental health services can not be the same as for a person who is housed and has a stable income. To ensure a "safe, dignified, and human experience" on the system and address those varied expectations, Metro should co-locate homeless services, elevator attendants, transit ambassadors, and other non-law enforcement alternatives according to each population's needs. Please see "Attachment A" (p. 9) for specific recommendations from CALIF-ILC's advocacy group related to Code of Conduct language and enforcement for riders with disabilities.
  
9. **Remove quality of life infractions that have racially and economically disparate impact:** The following sections in [Metro's current Code of Conduct](#) should be eliminated, as they are redundant with existing criminal law and are likely to disproportionately punish low-income and unhoused riders. **While PSAC acknowledges that some of the issues Metro's Code of Conduct is attempting to solve remain a challenge for the agency, the committee does not support addressing these challenges through a punitive Code of Conduct mechanism. As stated in Recommendations #5 and #7, PSAC supports a rehabilitative approach that creates a culture that values shared stewardship of the transit experience. The issues on the transit system are** better addressed through provision of services and enhanced infrastructure (as detailed in Recommendations #2, #4, and #8). See the table on the following page for sections recommended for elimination:

Section #	Description
<b>6-05-040.A-B</b>	<p>A. <i>Wheeled riding devices including bicycles, skates, skateboards, kick scooters, and other wheeled riding devices except wheelchairs and mobility aid devices, may not be ridden in Metro facilities or vehicles, except for public bike or roadways clearly intended for those types of devices. A person may carry or walk such wheeled riding devices in a safe manner on Metro facilities to park or board Metro vehicles.</i></p> <p>B. <i>Tandem, three-wheeled, or fuel-powered bicycles or other wheeled riding devices, are not permitted in, attached to, or on Metro facilities or vehicles. Bicycles or other wheeled riding devices over six (6) feet long are prohibited.</i></p>
<b>6-05-050.A-I</b>	<p>A. <i>Willfully blocking or impeding the free movement of another person.</i></p> <p>B. <i>Blocking an aisle, elevator, escalator, door, or stairway with one's body or an object, in a way that poses a danger, unreasonably impedes a patron's movement, or displaces a person.</i></p> <p>C. <i>Operating, stopping, or parking a vehicle in a location that is reserved for transit vehicles or is otherwise restricted.</i></p> <p>D. <i>Obstructing or impeding the flow of a Metro vehicle or interfering with the operation or use of transit services.</i></p> <p>E. <i>Preventing a door from closing.</i></p> <p>F. <i>Reclining on, placing objects on, or blocking a seat.</i></p> <p>G. <i>Occupying more than one seat.</i></p> <p>H. <i>Willfully interfering with the operator or operation of a Metro vehicle in a manner that affects the operator's control of the vehicle.</i></p> <p>I. <i>Impeding the safe boarding or exiting of passengers.</i></p>
<b>6-05-070.A-D</b>	<p>A. <i>Commercial or large size carts, dollies and strollers are prohibited on Metro vehicles, unless collapsed. If a small, personal use size stroller is occupied by a child or small cart is filled, then it must be securely held and not block passageways or seats.</i></p> <p>B. <i>Carts, dollies, strollers and large luggage that create an unsafe condition are prohibited.</i></p>



Section #	Description
	<p>C. <i>During crowded conditions or peak hours, remove children from strollers and materials from carts, and collapse, or wait for the next Metro vehicle that has room for the cart or stroller. This provision does not apply to wheelchairs or other mobility aid devices.</i></p> <p>D. <i>Carts, strollers, large luggage and wheelchairs or other mobility aid devices are to be transported in elevators or ramps in all Metro facilities and not on escalators.</i></p>
<b>6-05-080.A-E</b>	<p>A. <i>Abuse and harassment of Metro representatives or patrons is prohibited in Metro facilities and vehicles.</i></p> <p>B. <i>A person must comply with all lawful orders and directives given by an authorized Metro representative relative to Metro facilities or vehicles consistent with the code, including any instruction to leave a Metro vehicle or facility for safety reasons, for a violation of the code, or following a notice of ejection or exclusion.</i></p> <p>C. <i>A person receiving a Notice of Violation must provide accurate and complete identification and fare media when requested to do so by an authorized Metro representative.</i></p> <p>D. <i>A person may not falsely represent himself or herself to be a Metro representative through words, actions, clothes, insignia, badge, or equipment.</i></p> <p>E. <i>A person must wear a shirt, pants or skirt, and shoes, while in a Metro facility or vehicle. Infants being held or in strollers and persons in wheelchairs are not required to wear shoes.</i></p>
<b>6-05-090.A-B</b>	<p>A. <i>Persons must not engage in commercial activity in a Metro facility or vehicle without first obtaining a Metro permit and paying all required fees.</i></p> <p>B. <i>Persons who engage in permitted commercial activity in a Metro facility or vehicle must comply with all Metro instructions, safety requirements, and applicable laws.</i></p>
<b>6-05-100.A, .C-L</b>	<p>A. <i>Expectorating (spitting).</i></p> <p>C. <i>Urinating or defecating, except in a lavatory. This subsection does not apply to a person who cannot comply as a result of disability, age, or a medical condition.</i></p> <p>D. <i>Throwing an object at a patron, Metro representative, or a Metro facility or vehicle.</i></p>

Section #	Description
	<p><i>E. Gambling to win money or anything of value.</i></p> <p><i>F. Hanging from, swinging from, or attaching anything to hand rails. This does not apply to holding a handrail to stabilize one's body during transit.</i></p> <p><i>G. Inciting violence or posing a clear and present danger to other persons, including making verbal or visual gang affiliation or provocation signs.</i></p> <p><i>H. Engaging in or soliciting another person to engage in lewd conduct.</i></p> <p><i>I. Engaging in or soliciting another person to engage in prostitution.</i></p> <p><i>J. Placing feet or shoes on seats or furnishings.</i></p> <p><i>K. Defacing with graffiti, vandalizing, damaging, destroying, or tampering with Metro facilities or vehicles.</i></p> <p><i>L. Littering or dumping.</i></p>
<b>6-05-110.A-G</b>	<p><i>A. Eating, drinking, smoking, vaping, or carrying a lit cigar, cigarette of any type, or pipe, except in designated areas permitting that activity or is required by a disability accommodated pursuant to 6-05-140 Miscellaneous G.</i></p> <p><i>B. Placing chewed gum onto any surface in a Metro facility or vehicle other than into a trash receptacle.</i></p> <p><i>C. Drinking or possessing in an open container an alcoholic beverage, except in designated areas where there is notice that drinking alcohol is permitted and all required permits have been obtained.</i></p> <p><i>D. Possessing an illegal drug or substance.</i></p> <p><i>E. Being under the influence of alcohol, a drug, a controlled substance, toluene, or any combination of those items, and unable to care for one's own safety or the safety of others, or interfering with the use of a Metro facility or vehicle.</i></p> <p><i>F. Creating a public nuisance or a health hazard by dropping food other than in a proper waste disposal receptacle.</i></p> <p><i>G. Smoking or vaping is also not allowed within 20 feet of any Metro facility entrance, exit or operable window.</i></p>
<b>6-05-120.A</b>	<i>Loitering is prohibited in Metro facilities and vehicles.</i>
<b>6-05-150.A-C</b>	<i>A. Disturbing others by engaging in unruly behavior.</i>

Section #	Description
	<p><i>B. Failing to comply with a warning by a Metro representative to cease creating loud, boisterous or unreasonable noise, including unnecessary cell phone or other conversation, that is so loud, lengthy, sexually explicit, threatening, violent, or disruptive, that it causes a nuisance or unreasonably interferes with the use, operation, or enjoyment of the Metro facilities or vehicles for Metro representatives or patrons, or creates an unsafe condition, such as distracting operators of Metro vehicles.</i></p> <p><i>C. Playing a sound device, except when using headphones or earphones that make the sound inaudible to others unless a permit has been issued for usage of such sound device by Metro.</i></p>
<b>6-05-160.A-B</b>	<p><i>A. A person may not be in a Metro facility or vehicle with an unavoidable grossly repulsive odor so extreme it causes a nuisance, unreasonably interferes with the use, operation, or enjoyment of the Metro facilities or vehicles for Metro representatives or patrons, or creates an unsafe condition. Notwithstanding the foregoing, this subsection shall not apply to persons with odors directly related to a disability or medical condition unless the odor is so severely disruptive that it interferes with the use or operation of the Metro facility or vehicle by Metro representatives or patrons, or creates direct threat or an unsafe condition.</i></p> <p><i>B. Extreme odors may arise from a variety of sources, including one's body, possessions, clothing, food, chemicals or accompanying animals.</i></p>
<b>6-05-180.A-C</b>	<p><i>A. A person may not photograph, film, duplicate, record, or sketch a Metro facility or vehicle for commercial purposes without first obtaining a Metro permit and any other required permits, and paying all required fees.</i></p> <p><i>A person who photographs, films, or records in a Metro facility or vehicle must comply with all Metro safety requirements, instructions, licenses, and applicable laws including copyright laws.</i></p> <p><i>C. A person may photograph, film, record, or sketch a Metro facility or vehicle for non-commercial purposes only in public areas, unless otherwise authorized by Metro, and in a manner, at a</i></p>

Section #	Description
	<p><i>time, and at a place that does not interfere with Metro operations, or create an unreasonable risk to the safety or well being of Metro representatives or patrons. Prohibited activities shall include use of a tripod, or laying of cord or cables, in a walkway; use of a flash bulb that is blinding to patrons or Metro representatives; or creating congestion during an emergency evacuation.</i></p>

**10. Review and update the Code of Conduct annually:** The Code of Conduct should be a regularly updated document. Metro should consider consulting PSAC or another community oversight body to review outcomes annually.

**11. Perform detailed outreach to advocate and community groups:** As demonstrated by the memorandum in “Attachment A” (pg. 9) drafted by CALIF-ILC, an independent living center that provides advocacy programs and services for people with disabilities, Metro should perform extensive and detailed outreach to stakeholder groups when revising the Code of Conduct. It is essential to gather input from a wide variety of perspectives and find consensus between the varied positions. The level of detail in the memorandum is exemplar for the kind of nuance needed to update a policy document that affects different communities in different ways.

*Facilitator’s note: Attachment A does not represent the views of PSAC. It is an example of the kind of engagement PSAC recommends Metro engage in.*

**Programs to Support Code of Conduct Policies**

**12. Expand the use of applications to allow riders to document needs, report incidents, and connect with non-law enforcement alternatives:** Metro should investigate opportunities to make rider-facing applications (e.g., TransitWatch) more responsive to riders needs, including those beyond safety and security. Data provided by riders can help inform the allocation of non-law enforcement resources. To support Code of Conduct goals, riders should be able to use an application (or a similar tool) to make requests beyond those related strictly to security or law enforcement. Riders should also be able to identify areas that may need cleaning, report items that are broken or in disrepair, and identify locations where a fellow rider may benefit from the intervention of a mental health or homeless outreach service provider. This application should capture anonymized incident reports from riders, track Metro’s response, and specify outcomes or resolutions (including incidents where law enforcement intervened). Finally, Metro

should consult a community oversight board to determine data gathering and retention protocols, report outcomes, and advise on the deployment of non-law enforcement resources.

- 13. Make bystander or “upstander” training a central program of advancing the Code of Conduct:** The committee calls for Metro to advance and expand their bystander training programs as a cornerstone of equitably implementing the Code of Conduct. These programs should have high levels of involvement with transit riders and be promoted widely. Additionally, the agency should think creatively to integrate multiple forms for riders to be involved. For precedent, see [Antanas Mockus, former mayor of Bogotá, who used street performers, soccer yellow cards, and other forms of resident involvement](#) to transform a city struggling with public safety issues.
- 14. Clearly and playfully communicate through signage and advertising:** All signage and advertising should be clear and fun in its communication. They should stand out by being memorable and noticeable, rather than instructive. Signage alone can not be the primary means of informing riders of the shared values and expectation. Metro should invest in advertisements, social media campaigns, public service announcements, and public art in addition to infrastructure investments (e.g., staffing, bathrooms, trash cans, etc.) to improve the rider experience. **The committee recommends that one of the key messages Metro advertises should promote safety for all users on the Metro system. This messaging should specifically call out riders, community members, Metro employees and vehicle operators.**

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## ATTACHMENT A

Metro Code of Conduct  
A Disability Perspective from Advocates at:  
Communities Actively Living Independent and Free (CALIF)

### Metro Code of Conduct

#### 6-05-040

##### **Wheeled riding devices**

The use of skateboards, skates and other wheeled devices are a hazard for people with disabilities and older adults who cannot get out of the way. We support the continued prohibition of these items.

#### 6-05-050

##### **Blocking**

People with disabilities and older adults have limited energy and ability to do their targeted activities. Having to maneuver around people blocking our path of travel can make a trip using Metro overwhelming.

We can't step over people and sometimes can't find a way around a person laying on the ground. Sometimes our movements around a person who is on the ground may be seen as aggressive and lead to a confrontation. We continue to support a prohibition on blocking.

#### **6-05-060**

##### **Boarding, exiting, and seating**

###### **B. Maintaining control of children**

At times, children block the paths of wheelchairs or jump out in front of an oncoming wheelchair. Parents need to control their children to keep them from getting injured. Children are also naturally curious and tend to grab the joysticks of power wheelchairs which causes our chairs to go out of control. This is especially dangerous at rail stations. We continue to support Metro's efforts to remind parents to maintain control of their children.

D. Yield priority, reserved, wheelchair or similarly designated seating to older adults and individuals with disabilities.

We continue to support Metro's efforts regarding the designated seating.

E. A Personal Care Attendant (PCA) must travel with a patron who displays an Access Services TAP card with a PCA eligible designation at all times when using the Metro bus and rail system, including boarding and exiting at the same location and traveling in the same bus or rail car.

We continue to support Metro's policy in accepting Access Services TAP cards for rider fare. However, we encourage Metro to move to a fareless system for all disabled riders and older adults. The use of TAP cards is not accessible to all riders. Many people cannot pass through the turnstiles while holding a TAP Card. It is an accessibility issue that denies some individuals the ability to ride on Metro.

#### **6-05-080**

##### **Civility, compliance, and cooperation**

F. Patrons unable to care for themselves, who do not exhibit an ability to comply with Metro's code, or who pose a safety risk, must be accompanied by a service animal or a responsible individual who can care for the patron when in a Metro facility or vehicle.

\*\*\*\* Disability issues should be put under a category of accessibility

This issue might have ADA violations. Who is to say who can take care of themselves and what is the criteria used to determine this? And why would a service animal matter? We recommend that this code is removed.

#### **6-05-090**

##### **Commercial activity**

We support the prohibition of vending on trains. Many times, illegal vending activities are centered around the wider wheelchair accessibility areas on trains. People bring wagons, trollies and large Igloo iceboxes

and block wheelchair access. This is a common problem on the Blue Line. We would like to see more enforcement of this code.

**6-05-100**  
**Disorderly conduct**

J. Placing feet or shoes on seats or furnishings.

We support Metro in continuing to enforce the above item. Often buses and trains are at near capacity. This could end up denying someone who is an older adult or a person with a disability a seat. This could become a safety issue as it might lead to someone being forced to stand who cannot do so safely.

**6-05-110**  
**Food, alcohol, and drugs**

E. Being under the influence of alcohol, a drug, a controlled substance, toluene, or any combination of those items, and unable to care for one's own safety or the safety of others, or interfering with the use of a Metro facility or vehicle.<sup>30</sup>

We support Metro efforts to stop intoxicated individuals from riding Metro and entering Metro's facilities. But we want to express our concern that there are many types of disabilities that mimic behaviors of someone who is intoxicated. Care must be taken when trying to determine if someone is truly intoxicated or has a disability.

**6-05-120**  
**Loitering**

We support the prohibition of loitering. Loitering creates barriers which hamper the ability of older adults and disabled people to ride Metro safely. We would encourage Metro to use more enforcement.

**6-05-140**  
**Miscellaneous**

G. Individuals with disabilities may visit *metro.net*.....

\*\*\*\* Once again, we recommend a specific section on accessibility.

**6-05-150**  
**Noise**

We support Metro's effort to limit loud noise. Individuals who have disabilities like autism, dementia and cerebral palsy can be adversely affected by it. However, we feel that Metro should include a sentence or two recognizing that certain disabilities can lead to someone talking loudly and or making noise. Under the ADA they are entitled to a reasonable accommodation.

**6-05-160**  
**Odors**

A. A person may not be in a Metro facility or vehicle.....

We believe that even if the person has a disability, if the odor is bad enough, they should be asked to leave. From our Disability Point of View, we would recommend that the rule be enforced.

**6-05-190**

**Safety**

5. Standing, lying or climbing on a sign, bench, passenger shelter, trash container or planter.

We are concerned that someone with a disability or an older adult might need to lay down on a bench for a short period due to a disability or might be forced to sit on a trash container due to exhaustion. If they are there for a long period of time, they should be asked if they're okay. If they are just resting until their bus or train arrives, then it should be permitted.

Sections C and D:

We are willing to report situations to you, but you need to make a greater effort to have staff that can understand us. Phones and communication devices all need to be ADA compliant.

**6-05-200**

**Signs**

D. Persons shall also obey all other notices and signs posted by Metro in a Metro facility or vehicle.

We need better signage to help disabled people evacuate when needed. Signs need to be accessible and at a good eye level. We feel that the signage on Metro rail cars on what to do in an emergency is really lacking.

**6-05-230**

**Fares**

We would like Metro to go fareless for older adults and people with disabilities. Many in our community have great difficulty handling money and TAP cards. A fareless system would truly help to make Metro accessible.

**6-05-240**

**Enforcement**

When people break the rules, we would encourage those riders to be removed from the vehicle and made to take the next vehicle. We also support a loss of riding privileges.



Conduct Area	Transit Agency																					
	BART	CATS	MCTS	MSP Metro	NYC MTA	SACRT	Sound Transit	TriMet	UTA	Valley Metro	WMATA	SEPTA	MARTA	Capitol Metro	DART	CTA	Houston Metro	MBTA	Denver RTD	Miami-Dade Transit	PATH	NJ Transit
Designated seating			X	X	X	X	X	X			X	X		X	X		X		X		X	
Distract, disrupt driver or service	X		X	X	X		X	X	X	X				X		X	X		X		X	
Eating, drinking restrictions	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	
Flammable substances, hazardous materials	X	X			X	X	X		X	X						X			X		X	
Harass, disrupt others <sup>1</sup>	X					X	X	X		X		X	X	X	X	X	X		X		X	
Correct Fare, Paid Fare Area	X		X	X	X	X	X	X		X		X	X	X	X	X	X	X	X	X	X	X
Littering	X	X			X	X	X			X	X		X	X	X	X	X		X		X	
Loitering, vagrancy		X			X					X				X		X	X		X		X	
Loud music, conversation, noise	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	
More than one seat			X	X	*		*		*				*	*	X	X	X		X		X	
Non-service animal restrictions	X	X	X	X	X	X	X	X		X			X	X		X			X		X	
Required clothing, shoes	X		X	X		X	X		X	X	X			X		X			X		X	
Respect the ride, others			X	X	X	X	X					X	X	X	X	X	X		X		X	
Skateboarding, scooters, rollerblades		X			X	X			X	X			X	X		X	X		X		X	
Soliciting, non-transit activities	X	X			X	X	X			X			X	X	X	X	X		X		X	
Spit, urinate, defecate	X	X				X			X	X			X	X		X	X		X		X	

<sup>1</sup> Between its 2013 posted code of conduct and its 2021 update, BART added to its list of prohibited acts "sexual harass[ment of] a BART employee or passenger (non-criminal)" in addition to the previously included prohibition of "treaten[ing], harm[ing] or assault[ing] a BART employee or passenger." This addition could be considered an example of a transit agency updating its code of conduct in response to a changing environment, as the transit industry as a whole has seen an increase trend in harassment and assault of its operators over the past several years and especially during the COVID-19 pandemic.

Conduct Area	Transit Agency																					
	BART	CATS	MCTS	MSP Metro	NYC MTA	SACRT	Sound Transit	TriMet	UTA	Valley Metro	WMATA	SEPTA	MARTA	Capitol Metro	DART	CTA	Houston Metro	MBTA	Denver RTD	Miami-Dade Transit	PATH	NJ Transit
Smoking, alcohol, other drug use	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X		X	
Stroller, carts, baggage storage			X	X	X	X	X	X	X	X		X		X	X	X	X		X		X	
Trespass	X	X			X									X		X	X	X	X		X	
Vandalism, graffiti	X	X			X	X			X	X				X	X	X	X	X	X		X	
Violence, including threat of	X		X		X	X			X	X					X	X	X		X			
Vulgar language, gestures	X	X	X	X	X				X	X			X	X	X	X	X		X			
Weapons	X	X			X		X						X	X		X	X		X			

\* Agencies with the asterisk reference no lying down or feet on seats but do not specify more than 1 seat as a blanket statement.

Metro Customer Code of Conduct

Amended 1/1/2022



Metro<sup>®</sup>

## the customer code of conduct

### title 6

Chapter 6-05

Customer Code of Conduct

Adopted by Metro

July 22, 2010

Amended 1/1/2022

## preamble adopted by metro

~~Los Angeles County Metropolitan Transportation Authority (Metro) provides important services to the traveling public in Los Angeles. Safety is the guiding principle by which Metro operates. A successful partnership between Metro and the public is dependent upon Metro employees and the traveling public behaving in a mutually respectful and courteous manner.~~

~~This ordinance is entitled the Metro Customer Code of Conduct. Compliance with this ordinance is a condition of use, by any individual, of a Metro vehicle, facility or property.~~

~~Sections 6-05-40(A), 6-05-100, 6-05-110, 6-05-150, 6-05-220(C) and Section 6-05-240(A) of this ordinance are enacted pursuant to the authority granted to Metro by the California Penal Code Section 640(e) and the California Public Utilities Code Section 99580, et seq.~~

The Los Angeles County Metropolitan Transportation Authority (“Metro”) provides important essential services to the traveling public in Los Angeles County. Safety is the guiding principle by which Metro operates. Metro serves our customers and the community most effectively when everyone follows our Code of Conduct to ensure a respectful, safe, and courteous transit experience.

## 6-05-010 values

- ~~A. Patrons shall use the Metro system in a responsible manner to preserve and protect the aesthetics, and promote the longevity, of this essential public resource for greater mobility in LA County.~~
- ~~B. Patrons shall treat other patrons and Metro representatives with consideration, patience, respect and civility to allow use, operation and enjoyment of the Metro system in a safe and gratifying manner for all persons.~~
- ~~C. Metro and its representatives shall perform its duties hereunder with fairness, equity, civility, respect, compassion and without bias.~~

Metro aims to ensure a high quality, safe, comfortable ride to everyone we serve. All riders can expect to:

- Receive friendly and respectful service
- Enjoy a clean and safe environment
- Use Metro services without interference or harassment

Metro asks that riders conduct themselves in a way that shows respect for fellow riders, Metro employees, facilities, and vehicles. Everyone benefits by riding right. Riders enjoy a safe, secure, comfortable and inviting atmosphere, and the overall efficiency of the transportation system improves. Metro’s Code of Conduct can be summarized in the following guidelines:

- Pay the right fare.
- Respect other riders.
- Yield priority seating and locations designated for use by persons with disabilities and senior citizens. Please surrender your seat to these customers when they board.

- Passengers are welcome to bring items on-board providing they are not dangerous, can be kept out of the aisle and remain under the passenger’s control in the event of an unscheduled stop.
- Do not harm, threaten or harass the driver or fellow passengers.
- Sexual harassment of riders and employees is prohibited.
- Do not create safety problems.
- No eating or drinking.
- Respect Metro property – no vandalism.
- Use Metro services for transportation purposes only.
- No smoking, illegal drugs, or illicit substances.
- No bike riding, roller blading, or skate boarding.
- No littering, spitting, or creating unsanitary conditions.
- No disruptive behavior, loud or unreasonable noises, sound devices or profanity.
- No fighting, swearing, or abusive language.
- No soliciting or unauthorized commercial activity.
- No lewd behavior.
- No weapons or dangerous substances (flammables, toxins)
- Must wear shoes, tops and bottoms.
- Must comply with Parking Administrative Code.
- Must wear shoes, tops and bottoms.

This Ordinance are enacted pursuant to the authority granted to Metro by the California Penal Code Section 640(e) and the California Public Utilities Code Section 99580, *et seq.* Compliance with this Ordinance is a condition of use, by any individual, of a Metro vehicle, facility or property.

## 6-05-020 definitions

~~The following terms, whenever used in this chapter, shall be construed as defined in this section:~~

- ~~A. “Abuse” and “harassment” mean any extreme physical or verbal mistreatment, including hitting, kicking, gestures, yelling, spitting, threats, intimidation, assaults, slurs, cursing and sexual harassment, including unwanted touching, comments or gestures, of a sexual nature or because of their gender, sexual orientation, gender expression or gender identity.~~
- ~~B. “Commercial activity” means any for profit activity, including selling goods, food, services or distributing commercial materials.~~
- ~~C. “Fare” means the monetary charges established by Metro for the use of its facilities and vehicles.~~
- ~~D. “Fare media” means the methods by which fares are paid, issued by or on behalf of Metro for the payment of fare, including tokens, passes, cards, transfers, tickets and vouchers.~~

- ~~E. "Fare required zone" includes 1) areas in any bus between the yellow line near the front of a bus to the rear of the bus, 2) areas in any Metro facility beyond any fare gate, standalone validator or fare tapping machine leading to a platform, 3) platform areas, or 4) areas where any sign indicates fares are required at or beyond that location.~~
- ~~F. "Graffiti" means any unauthorized inscription, word, figure, mark or design that is written, marked, etched, scratched, drawn, painted or affixed on Metro facilities or vehicles.~~
- ~~G. "Loitering" means unnecessary lingering in Metro facilities or vehicles or other location where it interferes with a Metro facility or vehicles or use thereof with the intent to commit a crime.~~
- ~~H. "Metro" means the Los Angeles County Metropolitan Transportation Authority and its subsidiary, the Public Transportation Services Corporation, and their contractors.~~
- ~~I. "Metro representative" means a Metro security officer, operator, fare inspector or other authorized Metro employee, board or sector council member, or contractor.~~
- ~~J. "Metro facility" means all property and equipment, including rights-of-way and related trackage, rails, signals, power, fuel, communication systems, ventilation systems, power plants, cameras, signs, loudspeakers, fare collectors or registers, sound walls, stations, vacant parcels, bike paths, terminals, platforms, plazas, waiting areas, signs, artwork, storage yards, depots, repair and maintenance shops, yards, offices, parking areas and other real estate or personal property owned or leased by Metro, used for any Metro activity or authorized to be located on Metro property.~~
- ~~K. "Metro vehicle" means a Metro bus, train, car or other vehicle owned, operated, or used by Metro or its contract service providers transporting Metro representatives or patrons.~~
- ~~L. "Minor" means a person under the age of 18.~~
- ~~M. "Peak hours" means 6:30am - 9am and 3pm - 7pm Monday through Friday.~~
- ~~N. "Patron" and "customer" mean any person in or on, using or attempting to access, a Metro facility or vehicle, including without limit paying riders.~~
- ~~O. "Off-peak hours" means all other times other than peak times.~~
- ~~P. "Person" includes an individual, firm, partnership, corporation, association or company.~~
- ~~Q. "Rules" or "code" or "Customer Code of Conduct" means Title 6 of Metro's Administrative Code as amended from time to time.~~
- ~~R. "Sound device" means a radio, receiver, communication device, phonograph, television, musical instrument, tape recorder, cassette player, CD player, MP3 player, DVD player, game, speaker system, audio system, sound amplifier or other device that plays music or emits noise. Sound device does not include assistive hearing devices for persons who have impaired hearing.~~
- ~~S. "Weapon or instrument intended for use as a weapon" includes but is not limited to firearms, switchblade knives, axes, gravity knives, box cutters, straight razors, unpackaged razor blades, swords, nunchucks, explosives, dangerous chemicals or devices, radioactive materials and highly combustible materials.~~
- ~~T. "Wheelchair" means, a mobility aid belonging to any class of three (3) or more wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.<sup>1</sup>~~
- ~~U. "Mobility aid device" means an assistive device other than a wheelchair used by and primarily intended to assist persons with disabilities with locomotion.~~
- ~~V. "Power driven mobility device" means any device powered by batteries, fuel or other source that does not fit the definition of a wheelchair regardless whether it is designed primarily for use by individuals with mobility disabilities.<sup>2</sup>~~
- ~~W. "Personal Care Attendant" means an individual designated or employed by a person with disabilities, to aid in meeting his/her personal needs.<sup>2</sup>~~

The following terms, whenever used in this chapter, shall be construed as defined in this section:

- A. "Abuse" and "harassment" mean physical or verbal mistreatment, including hitting, kicking, gestures, yelling, spitting, threats, intimidation, assaults, slurs, and cursing and sexual harassment including unwanted touching, comments, or gestures, of a sexual nature or because of their gender, sexual orientation, or gender expression or gender identity.
- B. "Commercial activity" means any for-profit activity, including selling goods, food, services, or distributing commercial materials.
- C. "Fare" means the monetary charges established by Metro for the use of its facilities and vehicles.
- D. "Loitering" means unnecessary lingering in Metro facilities or vehicles or other location where it interferes with a Metro facility or vehicles or use thereof with the intent to commit a crime.
- E. "Metro" means the Los Angeles County Metropolitan Transportation Authority and its subsidiary, the Public Transportation Services Corporation, and their contractors.
- F. "Metro representative" means a Metro security officer, operator, fare inspector, or other authorized Metro employee, board or sector council member, or contractor.
- G. "Metro facility" means all property and equipment, including rights of way and related trackage, rails, signals, power, fuel, communication systems, ventilation systems, power plants, cameras, signs, loudspeakers, fare collectors or registers, sound walls, stations, vacant parcels, bike paths, terminals, platforms, plazas, waiting areas, signs, art work, storage yards, depots, repair and maintenance shops, yards, offices, parking areas, and other real estate or personal property owned or leased by Metro, used for any Metro activity, or authorized to be located on Metro property.
- H. "Metro vehicle" means a Metro bus, train, car, or other vehicle owned, operated, or used by Metro or its contract service providers transporting Metro representatives or patrons.
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- L. "Weapon or instrument intended for use as a weapon" includes but is not limited to firearms, switchblade knives, axes, gravity knives, box cutters, straight razors, unpackaged razor blades, swords, nunchucks, explosives, dangerous chemicals or devices, radioactive materials, and highly combustible materials.

- M. "Wheelchair" means, a mobility aid belonging to any class of three (3) or more wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.
- N. "Mobility aid device" means an assistive device other than a wheelchair used by and primarily intended to assist persons with disabilities with locomotion.



### ~~6-05-030 animals~~

- ~~A. Animals are not permitted in Metro facilities or vehicles, unless one of the following applies:~~
- ~~1. The animal is in a fully enclosed and secure carrier;~~
  - ~~2. The animal is a certified police or security animal and is accompanied by a peace officer;<sup>4</sup> or~~
  - ~~3. The animal is a service animal, as defined by the Americans with Disabilities Act, and is accompanied by a patron. A Metro representative may ask whether an animal is a pet or a service animal required because of a disability and what function the animal has been trained to perform for the handler.<sup>5</sup>~~
- ~~B. Handlers shall maintain control of their animals at all times. No animal is permitted in a Metro facility or vehicle that is not under the control of its handler or poses a threat to a Metro representative or patron. A non-service animal may be denied from boarding or ejected if it unreasonably annoys patrons.~~
- ~~C. Handlers of animals shall promptly remove all animal waste from Metro facilities and vehicles. Leaving animal waste in a Metro facility or vehicle is prohibited.~~
- ~~D. Handlers must ensure that an animal shall not deprive a patron of a seat or block an aisle.~~
- ~~E. Animal carriers must have closable doors that are closed during transport. Purses, backpacks and other similar items are not considered suitable animal carriers unless they are fully enclosed for animal transport.~~

### 6-05-030 Animals

- A. Animals are permitted on Metro if they meet one of the following:
1. The animal is in a carrier; or
  2. The animal is a service animal, as defined by the Americans with Disabilities Act.
- B. Control of the animal is maintained.
- C. Animal carriers are secure and intended for that purpose.
- D. Handlers shall maintain control of their animals at all times. No animal is permitted in a Metro facility or vehicle that is not under the control of its handler or poses a threat to a Metro representative or patron.
- E. Handlers of animals shall promptly remove all animal waste from Metro facilities and vehicles. Leaving animal waste in a Metro facility or vehicle is prohibited.

### ~~6-05-040 wheeled riding devices~~

- ~~A. Wheeled riding devices, including bicycles, skates, skateboards, kick scooters and other wheeled riding devices, except wheelchairs and mobility aid devices, may not be ridden in Metro facilities or vehicles, except for public bike or roadways clearly intended for those types of devices.<sup>6</sup> A person may carry or walk such wheeled riding devices in a safe manner on Metro facilities to park or board Metro vehicles.<sup>6</sup>~~
- ~~B. Tandem, three wheeled or fuel powered bicycles<sup>7</sup>, or other wheeled riding devices, are not permitted in, attached to, or on Metro facilities or vehicles. Bicycles or other wheeled riding devices over six (6) feet long are prohibited.~~
- ~~C. All persons entering Metro facilities with wheeled riding devices of any type, including wheelchairs and mobility aid devices, but excluding handheld skates or skateboards, must use elevators or ramps to access elevated or lowered platforms or subway stations.~~

~~D. Bicycles may be carried on stairs when safe to do so if escalators and elevators are nonoperational. A person who enters a Metro facility or vehicle with a bicycle must do the following:~~

- ~~1. Hold a bicycle when it is not in the rack.~~
- ~~2. Use available bicycle racks.~~
- ~~3. If racks on a bus are full, wait for the next bus.~~
- ~~4. Inform the bus operator before exiting that you will be removing a bicycle from a rack in front of the bus.~~
- ~~5. Not block aisles, doorways or operators' exit way.<sup>8</sup>~~
- ~~6. Board at bicycle designated doors and keep the bicycle in bicycle designated areas, such as non-operating cab areas.<sup>6,8</sup>~~
- ~~7. If an arriving train is crowded, individuals with bicycles must wait for a train with available room. Law enforcement personnel may ask individuals travelling with bicycles to wait.~~
- ~~8. If evacuation is required, bicycles must be left on the train and located so that they do not block aisles or doors.~~
- ~~9. Not take the bicycle down train aisles.~~
- ~~10. Yield space in designated areas to wheelchairs or other mobility aid devices for persons with disabilities.~~
- ~~11. Load and unload bicycles from the front of a Metro bus to the curbside and not into traffic.~~
- ~~12. Not attempt to access the bicycle rack after the bus has left the curb.~~
- ~~13. Use elevators or ramps, not escalators, to transport all wheeled riding devices other than handheld skates or skateboards in Metro facilities.~~

~~E. Folded bicycles, handheld skates or skateboards may be carried into a Metro vehicle at any time without using the rack. These items must be stored so that they do not block passageways, aisles or seats.~~

~~F. Persons under the age of 14 years travelling with a bicycle must be accompanied by an adult.~~

### **6-05-040 Wheeled Riding Devices**

- A. Wheeled riding devices including bicycles, skates, skateboards, kick scooters, and other wheeled riding devices except wheelchairs and mobility aid devices, may not be ridden in Metro facilities or vehicles.**
- B. A person who enters a Metro facility or vehicle with a bicycle must**
  - 1. Use available bicycle racks/areas.**
  - 2. Not block aisles, doorways, or operators' exit.**
  - 3. Follow bicycle rider rules.**
  - 4. Wheeled riding devices over six (6) feet long are prohibited.**

### **6-05-050 blocking**

The following acts are prohibited in Metro facilities and vehicles:

- ~~A. Willfully blocking or impeding the free movement of another person.<sup>8</sup>~~
- ~~B. Blocking an aisle, elevator, escalator, door or stairway with one's body or an object, in a way that poses a danger, unreasonably impedes a patron's movement or displaces a person.<sup>8</sup>~~
- ~~C. Operating, stopping or parking a vehicle in a location that is reserved for transit~~

~~vehicles or is otherwise restricted.<sup>10</sup>~~

- ~~D. Obstructing or impeding the flow of a Metro vehicle or interfering with the operation or use of transit services.<sup>10</sup>~~
- ~~E. Preventing a door from closing.~~
- ~~F. Willfully interfering with the operator or operation of a Metro vehicle in a manner that affects the operator's control of the vehicle.<sup>10</sup>~~
- ~~G. Impeding the safe boarding or exiting of passengers.<sup>11</sup>~~

### **6-05-050 Safe Movement of People and Transit Operations**

A. Passengers and persons must allow:

1. Free and safe movement of other persons, transit vehicles and transit vehicle operations
2. Access to aisles, stairways, elevators, and escalators

B. Activities that disrupt transit operations or the free movement of people are prohibited.

### **~~6-05-060 boarding, exiting and seating~~**

~~The following acts are required in Metro facilities and vehicles:~~

- ~~A. Never go onto a track except through designated crossings and never step or put arms, legs, or objects in the path of a Metro vehicle.<sup>12</sup>~~
- ~~B. Maintain control of children at all times in or on Metro vehicles or facilities, including when a Metro vehicle is approaching.<sup>12</sup>~~
- ~~C. Do not signal in the path of or by touching the bus when it is moving.~~
- ~~D. Yield priority, reserved, wheelchair or similarly designated seating to older adults and individuals with disabilities.<sup>13</sup>~~
- ~~E. A Personal Care Attendant (PCA) must travel with a patron who displays an Access Services TAP card with a PCA eligible designation at all times when using the Metro bus and rail system, including boarding and exiting at the same location and traveling in the same bus or rail car.~~

### **6-05-060 Seating**

A. Passengers shall yield priority, reserved designated seating to older adults and individuals with disabilities.

### ~~6-05-070 carts, strollers and luggage~~

- ~~A. Commercial or large size carts, dollies and strollers are prohibited on Metro vehicles, unless collapsed. If a small, personal use size stroller is occupied by a child or small cart is filled, then it must be securely held and not block passageways or seats.~~
- ~~B. Carts, dollies, strollers and large luggage that create an unsafe condition are prohibited.~~
- ~~C. During crowded conditions or peak hours, remove children from strollers and materials from carts, and collapse, or wait for the next Metro vehicle that has room for the cart or stroller. This provision does not apply to wheelchairs or other mobility aid devices.~~
- ~~D. Carts, strollers, large luggage and wheelchairs or other mobility aid devices are to be transported in elevators or ramps in all Metro facilities and not on escalators.~~

### **6-05-070 Carts, Strollers and Luggage**

- A. Carts or strollers must not block aisles or doors and must be held or controlled at all times.**
- B. Carts occupied strollers and wheelchairs must use elevators, unless no elevator is available. Wheelchairs must always use elevators and call for assistance if an elevator is unavailable.**

### ~~6-05-080 civility, compliance and cooperation~~

- ~~A. Abuse and harassment of Metro representatives or patrons is prohibited in Metro facilities and vehicles. <sup>11, 14</sup>~~
- ~~B. A person must comply with all lawful orders and directives given by an authorized Metro representative relative to Metro facilities or vehicles consistent with the code, including any instruction to leave a Metro vehicle or facility for safety reasons, for a violation of the code, or following a notice of ejection or exclusion.~~
- ~~C. A person receiving a Notice of Violation must provide accurate and complete identification and fare media when requested to do so by an authorized Metro representative.~~
- ~~D. A person may not falsely represent himself or herself to be a Metro representative through words, actions, clothes, insignia, badge or equipment.~~
- ~~E. A person must wear a shirt, pants or skirt, and shoes, while in a Metro facility or vehicle. Infants being held or in strollers and persons in wheelchairs are not required to wear shoes.~~
- ~~F. Patrons unable to care for themselves, who do not exhibit an ability to comply with Metro's code, or who pose a safety risk, must be accompanied by a service animal or a responsible individual who can care for the patron when in a Metro facility or vehicle.~~

### **6-05-080 Respect and Cooperation**

- A. Metro representatives and patrons must be treated with respect, and not harassed verbally, physically, or sexually in Metro facilities and vehicles**
- B. Persons must comply with all lawful orders and directives given by an authorized Metro representative.**
- C. Persons must wear a shirt, pants or skirt, and shoes, while in a Metro facility or vehicle.**
- D. Metro may refuse service, or access to Metro facilities or vehicles, including eject or exclude, to any person who does not comply with the code or applicable laws.**

### ~~6-05-090 commercial activity~~

- ~~A. Persons must not engage in commercial activity in a Metro facility or vehicle without first obtaining a Metro permit and paying all required fees. <sup>15</sup>~~

~~B. Persons who engage in permitted commercial activity in a Metro facility or vehicle must comply with all Metro instructions, safety requirements and applicable laws. <sup>15</sup>~~

~~C. Commercial activity is prohibited on loading platforms and in any location where it interferes with transit services or the movement of patrons or where it creates a safety hazard. <sup>15</sup>~~

## 6-05-090 Commercial Activity

A. Persons must not engage in commercial activity in a Metro facility or vehicle without first obtaining a Metro permit or permission.

### ~~6-05-100 disorderly conduct~~

~~The following acts are prohibited in, on or in close proximity to Metro facilities and vehicles:~~

~~A. Expecterating (spitting). <sup>16</sup>~~

~~B. Carrying any explosive, acid, flammable liquid, or toxic or hazardous material. <sup>17</sup>~~

~~C. Urinating or defecating, except in a lavatory. This subsection does not apply to a person who cannot comply as a result of disability, age or a medical condition. <sup>18</sup>~~

~~D. Throwing an object at a patron, Metro representative, or a Metro facility or vehicle. <sup>19</sup>~~

~~E. Gambling to win money or anything of value.~~

~~F. Hanging from, swinging from or attaching anything to hand rails. This does not apply to holding a hand rail to stabilize one's body during transit. <sup>19</sup>~~

~~G. Inciting violence or posing a clear and present danger to other persons, including making verbal or visual gang affiliation or provocation signs. <sup>20</sup>~~

~~H. Engaging in or soliciting another person to engage in lewd conduct. <sup>21</sup>~~

~~I. Engaging in or soliciting another person to engage in prostitution. <sup>22</sup>~~

~~J. Placing feet or shoes on seats or furnishings.~~

~~K. Defacing with graffiti, vandalizing, damaging, destroying, or tampering with Metro facilities or vehicles. <sup>23</sup>~~

~~L. Littering or dumping. <sup>24</sup>~~

~~M. Injuring another person or damaging another person's property or possessions. <sup>25</sup>~~

~~N. Throwing an object from a Metro vehicle. <sup>26</sup>~~

## 6-05-100 Creating a Safe Environment

A. The following are not permitted on or in Metro facilities or vehicles.

1. Spitting.
2. Hazardous or flammable materials.
3. Gambling.
4. Throwing objects from or at a Metro vehicle, staff or patron.
5. Littering or dumping.
6. Urinating or defecating outside of the lavatory.
7. Smoking, vaping or use of alcohol is not allowed in Metro vehicles or facilities.
8. Food or drink in closed containers only.
9. Disturbing others by engaging in unruly, loud or activities that disturbs others is prohibited.

10. Sound devices must be used with headphones or earphones.
11. Attaching to, hanging from, or riding on any part of the outside of a Metro vehicle is prohibited.
12. Signs, benches, shelters, trash container and planters are not for climbing or laying on or skateboarding.
13. Weapons are prohibited on Metro or in Metro facilities.

### ~~6-05-110 food, alcohol and drugs~~

~~The following acts are prohibited in Metro facilities and vehicles:~~

- ~~A. Eating, drinking, smoking, vaping or carrying a lit cigar, cigarette of any type, or pipe, except in designated areas permitting that activity or is required by a disability accommodated pursuant to 6-05-140 Miscellaneous C. <sup>27</sup>~~
- ~~B. Placing chewed gum onto any surface in a Metro facility or vehicle other than into a trash receptacle.~~
- ~~C. Drinking or possessing in an open container an alcoholic beverage, except in designated areas where there is notice that drinking alcohol is permitted and all required permits have been obtained. <sup>28</sup>~~
- ~~D. Possessing an illegal drug or substance. <sup>29</sup>~~
- ~~E. Being under the influence of alcohol, a drug, a controlled substance, toluene, or any combination of those items, and unable to care for one's own safety or the safety of others, or interfering with the use of a Metro facility or vehicle. <sup>30</sup>~~
- ~~F. Creating a public nuisance or a health hazard by dropping food other than in a proper waste disposal receptacle. <sup>31</sup>~~
- ~~G. Smoking or vaping is also not allowed within 20 feet of any Metro facility entrance, exit or operable window. <sup>32</sup>~~

### 6-05-110 Loitering

- A. Metro facilities and vehicles are for transit related purposes. Loitering is not allowed.

### ~~6-05-120 loitering~~

- ~~A. Loitering is prohibited in Metro facilities and vehicles. <sup>33</sup>~~

### 6-05-120 Parking and use of Metro Facilities and Vehicles

- A. Vehicles parked at Metro facilities must adhere to parking times and requirements.
- B. Only authorized persons are allowed in non-public Metro areas.

### ~~6-05-130 lost & found~~

- ~~A. Items found in a Metro facility or vehicle shall be turned in to a Metro operator or other authorized Metro representative, who will forward the items to the Metro Lost & Found or other designated department or agent.~~

- ~~B. Items can be claimed in person at the Metro Lost & Found or other designated department or agent by providing proof of ownership. Items that remain unclaimed for 90 days will be discarded, sold, destroyed or donated to a charitable organization, without liability for Metro or its agents to anyone.<sup>47</sup>~~
- ~~C. Metro is not responsible for items lost in a Metro facility or vehicle.~~

## 6-05-130 Fares

- A. Proof of appropriate fare is required and must be shown upon request by Metro Representatives.

## ~~6-05-140 miscellaneous~~

- ~~A. The code is not intended to affect lawful activity or first amendment rights protected by state or federal law, including laws related to collective bargaining, labor relations, or labor disputes.~~
- ~~B. Metro reserves the right to suspend, waive, modify, limit or revoke the application of the code.~~
- ~~C. Metro may refuse service, or access to Metro facilities or vehicles, including eject or exclude, to any person who does not comply with the code or applicable laws.~~
- ~~D. The code incorporates all relevant applicable legislative changes that occur after the date the code is adopted.~~
- ~~E. Acts prohibited under the code are permitted if authorized by agreement, permit, license or a writing signed by an authorized Metro representative.~~
- ~~F. The code applies with equal force to any person who aids or abets in any of the acts prohibited by the code or in the avoidance of any of the requirements of the code.~~
- ~~G. Individuals with disabilities may visit metro.net for information and request a reasonable modification of the provisions of this code. Whenever possible, a request for a reasonable modification shall be made in advance to Metro at accessibility@metro.net, 213-922-6919, or at MS-99-21-5, One Gateway Plaza, Los Angeles 90012. If a request for a modification is made to a Metro operator or other Metro representative, the employee may contact his or her supervisor or control center for guidance. Requests for reasonable modifications will not be approved if the request would: fundamentally alter the nature of the service, program or activity; create a direct threat to the health or safety of others; result in an undue financial and administrative burden; or the individual would be able to fully use the services provided by Metro without the modification. Individuals with disabilities may file complaints regarding reasonable modification or accommodation with Metro Customer Relations by telephone at 800-464-2111 or via email at customerrelations@metro.net.~~

## 6-05-140 Solicitation

- A. Soliciting is not allowed in Metro facilities or vehicles.

## ~~6-05-150 noise~~

~~The following acts are prohibited in Metro facilities and vehicles:~~

- ~~A. Disturbing others by engaging in unruly behavior.<sup>19</sup>~~
- ~~B. Failing to comply with a warning by a Metro representative to cease creating~~

~~loud, boisterous or unreasonable noise, including unnecessary cell phone or other conversation, that is so loud, lengthy, sexually explicit, threatening, violent, or disruptive, that it causes a nuisance or unreasonably interferes with the use, operation, or enjoyment of the Metro facilities or vehicles for Metro representatives or patrons, or creates an unsafe condition, such as distracting operators of Metro vehicles.~~

~~G. Playing a sound device, except when using headphones or earphones that make the sound inaudible to others unless a permit has been issued for usage of such sound device by Metro.~~<sup>25</sup>



### ~~6-05-168 odors~~

- ~~A. A person may not be in a Metro facility or vehicle with an unavoidable grossly repulsive odor so extreme it causes a nuisance, unreasonably interferes with the use, operation or enjoyment of the Metro facilities or vehicles for Metro representatives or patrons, or creates an unsafe condition.<sup>24</sup> Notwithstanding the foregoing, this subsection shall not apply to persons with odors directly related to a disability or medical condition unless the odor is so severely disruptive that it interferes with the use or operation of the Metro facility or vehicle by Metro representatives or patrons, or creates direct threat or an unsafe condition.~~
- ~~B. Extreme odors may arise from a variety of sources, including one's body, possessions, clothing, food, chemicals or accompanying animals.~~

### ~~6-05-170 parking and use of metro facilities and vehicles~~

- ~~A. Parking a vehicle at a Metro facility shall not exceed the posted allowed period of time.~~
- ~~B. Parking or storage of items in Metro facilities may only be used for the designated Metro-related transportation purposes.~~
- ~~C. A person may not perform non-emergency maintenance on a non-Metro vehicle at a Metro facility unless authorized by Metro.~~
- ~~D. Driver training is prohibited at Metro facilities unless authorized by Metro.~~
- ~~E. A person may not enter nonpublic areas in Metro facilities or vehicles, unless authorized by Metro.~~
- ~~F. Persons wishing to hold an event, special meeting or use for commercial purposes, in a Metro facility or vehicle, should contact Metro for information on its policies and procedures, and obtain its approval in advance, for such use.~~

### ~~6-05-180 photography and recording~~

- ~~A. A person may not photograph, film, duplicate, record or sketch a Metro facility or vehicle for commercial purposes without first obtaining a Metro permit and any other required permits, and paying all required fees.~~
- ~~B. A person who photographs, films or records in a Metro facility or vehicle must comply with all Metro safety requirements, instructions, licenses and applicable laws, including copyright laws.~~
- ~~C. A person may photograph, film, record or sketch a Metro facility or vehicle for non-commercial purposes only in public areas, unless otherwise authorized by Metro, and in a manner, at a time and at a place that does not interfere with Metro operations, or create an unreasonable risk to the safety or well-being of Metro representatives or patrons. Prohibited activities shall include use of a tripod, or laying of cord or cables, in a walkway; use of a flash bulb that is blinding to patrons or Metro representatives; or creating congestion during an emergency evacuation.~~

### ~~6-05-190 safety~~

- ~~A. The following acts are prohibited in Metro facilities and vehicles:~~
- ~~1. Attaching to, hanging from or riding on any part of the outside of a Metro vehicle, or being inside an area in which the public are prohibited. This section does not apply to an employee conducting Metro business.<sup>26</sup>~~

- ~~2. Interfering with the safe operation or movement of a Metro vehicle.<sup>14</sup>~~
- ~~3. Abandoning personal items.~~
- ~~4. Throwing or kicking a ball, disc or other object where it is not safe to do so.<sup>10</sup>~~
- ~~5. Standing, lying or climbing on a sign, bench, passenger shelter, trash container or planter.~~
- ~~6. Extending anything in the path of or through a door or window on a Metro vehicle.<sup>10</sup>~~
- ~~7. Entering or crossing rail tracks in a Metro facility, except in marked crosswalks or designated waiting areas, or at the direction of a Metro representative.<sup>10</sup>~~
- ~~8. Engaging in sport, horseplay or recreational activities.<sup>10</sup>~~
- ~~9. Creating a danger to other persons.~~
- ~~10. Extending any portion of the body through any window opening of a Metro vehicle in an unsafe manner.<sup>10</sup>~~
- ~~11. Engaging in any unsafe activity other than those described in Safety Subsection 6-05-190 of the code.~~

~~B. To avoid injury, patrons must use care at all times when on or in a Metro facility or vehicle.~~

~~C. Patrons should be alert and promptly report to Metro or law enforcement any unsafe condition, broken equipment or suspicious activity, odor or package.~~

~~D. Emergencies should be reported immediately to a Metro representative, law enforcement or emergency personnel. Emergencies may be reported using telephones or intercoms if available in the Metro facilities or vehicles.~~

~~E. If a Metro representative or other authorized personnel evacuates a Metro facility or vehicle, patrons shall promptly and orderly follow instructions to avoid injury to other persons.~~

~~F. No person shall remove, tamper with, injure or destroy a Metro vehicle or the contents thereof, with the intent to cause great bodily injury to another person, or place an obstruction in front of a Metro vehicle, or willfully set a Metro vehicle in motion while it is at rest and unattended.<sup>27</sup>~~

~~G. Elevators shall not be used in a Metro facility in the event of a fire.~~

### **~~6-05-200 signs~~**

~~A. No person shall affix or post signs, stickers, buttons, advertisements, circulars, or other printed materials on or in Metro facilities or vehicles. Written permission must be obtained from Metro prior to placing, posting or displaying a poster, notice, advertisement, sign or other written material on a Metro facility or vehicle.~~

~~B. No persons shall destroy, cover, deface with graffiti, remove, damage or tamper with a Metro poster, sign, advertisement or notice, unless authorized by Metro.<sup>23</sup>~~

~~C. Persons shall obey any sign that is intended to provide for the safety and security of transit passengers or the transit system.<sup>10</sup>~~

~~D. Persons shall also obey all other notices and signs posted by Metro in a Metro facility or vehicle.~~

~~E. The carrying of signs or stick like items into any Metro facility or vehicle shall be limited and subject to those restrictions set forth in Subsection 210 Solicitation herein.~~

### **6-05-210-solicitation**

- ~~A. No person shall aggressively solicit money or other things of value in a Metro facility or vehicle.<sup>20</sup> Aggressive solicitation includes the following:~~
- ~~1. At or near an ATM or ticket vending machine;~~
  - ~~2. Using insults, profanity or threats;~~
  - ~~3. Repeated requests to the same person who has refused; or~~
  - ~~4. Making demands while blocking access to a facility, such as a building or restroom.~~
- ~~B. No person shall solicit public support or distribute materials, for any cause, in Metro vehicles and in underground or non-public areas of Metro facilities where the distribution is disruptive, presents a safety hazard or impedes the movement of Metro patrons.~~
- ~~C. The exercise of freedom of speech is permitted in Metro facilities and vehicles, subject to the following restrictions:~~
- ~~1. Activity at a rail station is limited to street-level areas and areas which are not platform waiting areas for patrons.~~
  - ~~2. Activity may not occur within 15 feet of an elevator, escalator, stairwell or staircase entryway, above-ground platform, loading zone, kiosk, transit entrance or exit, emergency exit or telephone, fare vending machine, or fare media readers or validators, or customer service station.~~
  - ~~3. Activity may not impede transit services or the movement of patrons or Metro personnel.~~
  - ~~4. Pamphlets and leaflets may not be left unattended in a Metro facility or vehicle.~~
  - ~~5. The carrying of signs or placards larger than 30 x 30" in Metro facilities or vehicles is prohibited. Large signs can be folded or rolled up to comply with the 30 x 30" restriction. No pole, stick or other similar object or device utilized to display a sign shall exceed a length of 30 inches, nor shall such object exceed a thickness of 1/4 x 2" wide, or if not generally rectangular in shape, such object shall not exceed 3/4" at its thickest dimension. This limitation is not intended to prohibit walking canes, crutches or similar devices used for mobility assistance by a person with a disability. No object shall have an exposed sharp pointed end.~~
  - ~~6. Carrying of any such signs or sticks must not interfere with the movement, seating, or safety of patrons or Metro representative.~~
  - ~~7. Food and drinks shall not be distributed in Metro facilities or vehicles except by Metro or persons who obtain a permit from Metro.~~
  - ~~8. Tables and portable equipment are prohibited, unless approved by Metro.~~

### **6-05-220-weapons**

- ~~A. A weapon or instrument intended for use as a weapon shall not be discharged or directed at a Metro facility or vehicle, or at a person or object in a Metro facility or vehicle.<sup>30</sup>~~
- ~~B. Entering a Metro facility or vehicle with a weapon or instrument intended for use as a weapon is prohibited.<sup>40</sup> This provision does not apply to law enforcement or security personnel.~~

**6-05-230 fares**

- ~~A. Patrons who ride Metro vehicles or use Metro services must pay all applicable fares and fees. <sup>41</sup>~~
- ~~B. Patrons shall show proof of payment of fare upon request by a Metro representative. <sup>41</sup>~~
- ~~C. Evading payment of a Metro fare is prohibited. <sup>41</sup> Fare evasion includes the following:
  - ~~1. Boarding a Metro vehicle or entering a Metro facility platform or other fare required zone, without proof of valid fare media or without paying the fare upon boarding a Metro bus.~~
  - ~~2. Duplicating, counterfeiting, altering or transferring any nontransferable fare media without Metro authorization. <sup>41</sup>~~
  - ~~3. Placing anything other than valid fare media into a farebox, ticket machine, pass reader, or other fare validation or collection device. <sup>41</sup>~~
  - ~~4. Falsely representing oneself as eligible for a waiver or a special or reduced fare, or obtaining fare media by making a false or misleading representation. <sup>42</sup>~~
  - ~~5. Refusing to show proof of valid, validated, unexpired fare media upon request by a Metro representative. Patrons shall show identification upon request for the purpose of accurate completion of citation data entry in accordance with posted policies.~~
  - ~~6. Misusing fare media with the intent to evade payment of a fare. <sup>43</sup>~~
  - ~~7. Unauthorized use of a discount ticket or failing to present upon request by Metro or within 72 hours thereafter, acceptable proof of discount eligibility to use a discount ticket and show identification in accordance with posted policies. <sup>42</sup>~~
  - ~~8. Boarding through a rear bus door to avoid payment of fare. <sup>44</sup>~~
  - ~~9. Entering a Metro vehicle or facility when any penalty, fee or assessment for violation of the code is past due or during any exclusion period.~~
  - ~~10. Entering a Metro vehicle or facility in such a way as to bypass or avoid any fare required zone barriers, such as media collection or validation machines, or Metro representatives collecting fares. <sup>44</sup>~~~~
- ~~D. No payment will be made to patrons who overpay the required fare or who are ejected or excluded from Metro facilities or vehicles for violating the code or applicable laws.~~

**enforcement**

**6-05-240 enforcement**

A. Violations

A person who violates the code is subject to a notice of violation and imposition of any and all remedies, fines, criminal sanctions, damages and penalties available by law. Enforcement of any provisions of the code involving the payment of any fees, penalties or other administrative amounts, or community service, based on California Penal Code section 640 (b) and (c), shall be pursuant to the authority and according to the procedures, herein and as set forth in the California Public Utilities code including section 99580 et seq. Parents or guardians shall also be responsible in addition to the minor for any fees, penalties, fines incurred or damages caused by their minor in connection with a citation.

B. (1) A person who violates any provision of the code other than those described in Section A above and who receives a notice of violation may, within 21 days of the issuance of such notice of violation, request an initial review of the notice of violation by Metro. The request for review may be made by telephone, in writing or in person. There shall be no charge for this review. If following the initial review Metro is satisfied that the violation did not occur, or that extenuating circumstances exist, and that the dismissal of the notice of violation is appropriate in the interests of justice, Metro may cancel the notice of violation. Metro shall notify, in writing the person requesting the review of the results of the initial review. If the notice of violation is not dismissed, reasons shall be provided for the denial. Notice of the results of the review shall be deemed to have been received by the person who requested the initial review when personally delivered five days following the mailing of the decision by Metro.

(2) If the person subject to the notice of violation is not satisfied with the result of the initial review, the person may no later than 21 days following the mailing of the initial review decision request an administrative hearing of the violation. The request may be made by telephone, in person or by mail. The person requesting the administrative hearing shall deposit with Metro the amount due under the notice of violation for which the administrative review hearing is requested. A person may request administrative review without payment of the amount due upon providing Metro with satisfactory evidence of an inability to pay the amount due. An administrative hearing shall be held within 90 days of the receipt of request for an administrative hearing.

(3) The administrative hearing shall include all of the following:

- (a) The person requesting the hearing shall have the choice of a hearing in person or by mail. An in-person hearing shall be held within the jurisdiction of Metro, and shall be conducted according to such written procedures as may from time to time be approved by the Chief Executive Officer of Metro or the Chief Hearing Officer. The hearing shall provide an independent, objective, fair and impartial review of contested violations.
- (b) The hearing shall be conducted before a hearing officer designated to conduct the review by Metro's Chief Executive Officer or Chief Hearing Officer. In addition to any other requirements of employment, the hearing officer shall demonstrate those qualifications, training and objectivity as are necessary and consistent with the duties and responsibilities of the position as determined by Metro's Chief Executive Officer or Chief Hearing Officer. The hearing officer's continued employment shall not be directly or indirectly linked to the amount of penalties imposed by the hearing officer.
- (c) The person who issued the notice of violation shall not be required to participate in an administrative hearing. Metro shall not be required to introduce any evidence other than the notice of violation. The notice of violation, in proper form shall be prima facie evidence of the violation.
- (d) Following a determination by a hearing officer that there is sufficient evidence that a person did commit the violation, the hearing officer may, pursuant to Metro Transit Court policies and procedures, order payment in installments, transit school and/or community service. Where it is determined that circumstances exist such that the dismissal of the notice of violation would best serve the interests of justice, the hearing officer may dismiss the notice of violation and shall provide written reasons in support of that decision. The hearing officer shall have the power and authority to make rulings in the interests of justice within the law and Metro policies concerning notices of

violation and the adjudication of hearings, including the granting of eligibility to attend Metro's Transit School for the purpose of reducing any penalty payment, perform community service in lieu of all or a portion of the payment of fines, or other remedy.

- (e) The hearing officer's decision following the administrative hearing may be delivered personally by the hearing officer or may be sent by first class mail.
- (f) Transit Court shall retain jurisdiction pending completion of any order by the Transit Court, but this shall not toll the period for appeal to Superior Court following the initial order of the Transit Court. The hearing officer's decision at administrative review is final except as otherwise provided by law.

### C. Ejection

A person who violates any provision of the code may be ejected by order of an authorized Metro representative and may be excluded from all or a portion of Metro vehicles and facilities. This remedy is in addition to any other fine, penalty, assessment or other remedy available at law. The procedures for exclusion are those set forth in Subsections D–H of this Enforcement Section.

1. A person who violates the code may be immediately ejected from the Metro facility or vehicle, without refund of any fare, by an authorized Metro representative who witnesses a violation.
2. A person who violates the code is subject to an administrative fine or other penalty for each violation, as specified in the Metro penalty schedule approved by the Board of Directors or Chief Executive Officer up to the maximum amount provided by law. The Metro penalty schedule shall include fines, fees, administrative penalties, late payment fines, collection recovery costs and other such amounts. To determine the Metro penalty schedule, the costs to the agency and other relevant factors shall be considered.
3. A person who violates the code must, in addition to any fines or penalties listed in Metro's penalty schedule, or as otherwise required by law, pay restitution if the violation involves damages.
4. A violation of the code that is also a violation of a local, state or federal law may be prosecuted in a court proceeding by the appropriate authority, in addition to any enforcement by or remedies available to Metro.
5. Failure to comply with a Notice of Exclusion may result in fines, a citation for criminal trespass, and any other applicable criminal and civil remedies.
6. Metro may establish procedures concerning the administration of any hearing provided such procedures are not in conflict with applicable law or the code, and are approved by the Metro Board or the Chief Executive Officer or Chief Hearing Officer.
7. Metro's Board of Directors or Chief Executive Officer or Chief Hearing Officer shall designate the officers, employees, consultants or contractors who shall be authorized to issue notices of violation, citation, order ejections and exclusions, or otherwise carry out the duties under the code and any requisite training for such persons.

### D. Exclusion

1. A person, who violates the code or a law in a Metro facility or vehicle, may be excluded from all or part of Metro facilities and vehicles either indefinitely or for a period of time specified in the Metro penalty schedule or notice of exclusion provided pursuant to Subsection E below.

2. Any person to whom a notice of violation or Penal Code citation or written warning pertaining to an offense, which occurred on or in a public transit facility or vehicle, was issued, and: (a) who has received a citation or written warning for the same violation at least three times in the prior 12 months; or (b) who has failed to pay any applicable fines, fees, penalties or other administrative amounts by the due date, or otherwise resolve the citation when such payment was due; or (c) who is the subject of any outstanding warrant, pending trial, or convicted with respect to any Penal Code offense that is alleged to have occurred on or in a public transit system facility or vehicle, is subject to exclusion, and may receive a notice of exclusion pursuant to Subsection E below.
3. A person excluded under the code may not enter a Metro facility or vehicle during the period of exclusion. Metro may take any reasonable steps necessary to enforce an order of exclusion, including criminal arrest or such other remedies as may be available at law.

#### E. Notice of Exclusion

A notice of exclusion shall be given by Metro or its authorized representative by personal delivery, first class mail, or if the person does not provide Metro or its representative with a valid current address, to the address provided by the excluded person at the time of any underlying violation(s), or at the excluded person's last known address. A notice of exclusion is deemed received on the date of personal delivery or five days after the date the notice of exclusion is mailed. The notice of exclusion shall specify the reason for exclusion, the places or transit lines from which the person is excluded, the duration of exclusion, the consequences for failing to comply with the terms of exclusion, and the right to seek review or appeal the decision. Any exclusion shall begin on the third day following receipt of the notice of exclusion unless otherwise specified in the notice of exclusion, except that exclusions issued for a period of one day or less are effective at the time the notice of exclusion is received. The exclusion, or other remedy, shall be suspended upon Metro's receipt of a request for review and until the review is decided.

#### F. Review Request

An excluded person may request a review of the exclusion. The exclusion shall be suspended upon Metro's receipt of a request for review of a notice of exclusion, and until the review is decided and notice of the decision or review is received by the excluded person. The request for review must be made in writing, and may be submitted by mail, or in person or as otherwise provided in the notice of exclusion, within five days after the notice of exclusion is received from Metro. A request for review or notice of decision or review is deemed to be received on the date it is personally delivered, or if mailed, five days after the date of the postmark. The excluded person will be notified of the date for public hearing by mail or in person. The excluded person may request that the exclusion be rescinded or waived for good cause, that the places of exclusion be altered, or that the duration of exclusion be reduced or be permitted to participate in any diversion program available by Metro for which such persons are eligible. The request should include a copy of the notice of exclusion or the number assigned to the notice, a request for review, the current mailing address and signature of the excluded person, and any written statement (and supporting documentation) to explain why the exclusion should be rescinded, waived, altered, reduced or otherwise modified.

#### G. Administrative Review

The hearing shall be conducted by a hearing officer who is fair and impartial. The excluded person is not required to attend the hearing, and shall have the choice of the hearing being conducted by mail or in person. No Metro representative shall be required to attend the hearing. Metro may submit a copy of the notice(s) of violation, any notice of exclusion, and any documentation or statement by the Metro representative(s) issuing the notice(s) of violation or notice of exclusion. Any notice(s) of violation and/or notice of exclusion shall be received into evidence. Other relevant evidence submitted may be received into evidence at the determination of the presiding hearing officer. Copies of the notice(s) of violation and/or notice(s) of exclusion shall be prima facie evidence of the facts stated therein and shall establish a rebuttable presumption supporting the exclusion of the individual. At the hearing, the hearing officer will review the prima facie validity of the notice of exclusion. Metro and the excluded person may present evidence, including witness testimony, to the hearing officer and may question witnesses who are present at the hearing. The hearing officer's decision shall be based on a preponderance of the evidence. Hearing officers shall have the discretion to dismiss or reduce the fines or other penalties, cancel the notice of exclusion, and make necessary modifications in the interests of justice, including permitting enrollment in an appropriate Metro diversion program for which such person is eligible, in accordance with any policies or procedures adopted by the Metro Hearing Unit. Continuances of the appeal hearing are disfavored but may be ordered by the hearing officer. The hearing officer may authorize the recording of the hearing. The decision of the hearing officer shall be made in writing. The decision of the hearing officer shall be deemed in full effect upon personal service to the excluded person or five days after the mailing of the decision to the address provided by the excluded person.

#### H. Schedule

Metro shall adopt a penalty schedule of administrative penalties, and any necessary additional procedures in furtherance of enforcement of this code. The schedule and any procedures deemed necessary shall be subject to the approval of the Chief Executive Officer.



- I. This ordinance shall be in full force and effective on February 27, 2012.<sup>46</sup>
- 1 49 CFR 37.3
- 2 ADA Title II, section 35.104 3 49 CFR 37.123
- 4 Civil Code § 54.25
- 5 Civil Code §§ 54.1-54.2; 28 CFR 36.104
- 6 Penal Code § 640(b)(5)
- 7 Vehicle Code § 406
- 8 Penal Code § 640(d)(4)
- 9 Vehicle Code § 22500(i); Vehicle Code § 22523(b)
- 10 Public Utilities Code § 99170
- 11 Vehicle Code § 21701
- 12 Public Utilities Code § 99170(a)(2)
- 13 Civil Code § 54.1
  - 14 Penal Code §§ 241.3, 243.3, 243.35, 245.2, 640(b)(2) & 640(d)(1)
- 15 Penal Code § 602.7
- 16 Penal Code § 640(b)(4)
- 17 Penal Code § 640(d)(2) 18 Penal Code § 640(d)(3) 19 Penal Code § 640(d)(1)
- 20 Penal Code §§ 241.3 & 245.2 21 Penal Code § 647(a)
- 22 Penal Code § 647(b)
- 23 Penal Code §§ 594, 640.5-640.8
- 24 Penal Code § 374.4
- 25 Penal Code §§ 243.3 & 243.35
- 26 Public Utilities Code §99170(a)(4) 27 Penal Code §§ 640(b)(1) & (b)(3) 28 Penal Code § 640(b)(1)
- 29 B & P Code § 25662; H & S Code §§ 11350-11351, 11357
- 30 Penal Code § 647(f)
- 31 Civil Code § 3479
- 32 Government Code § 7597(a);

- Penal Code § 640(b)(3)
- 33 Penal Code § 647(h) 34
- Penal Code § 647(e)
- 35 Penal Code §§ 640(b)(2) & (d)(1)

36 Vehicle Code §§ 21203 & 21712

37 Penal

Code § 625c

38 Penal

Code § 647(c)

39 Penal Code §§ 245.2, 247(b) & 171.7

40 Penal Code

§ 171.7 41

Penal Code §

640(c)

42 Penal Code §

640(c)(3) 43

Penal Code §

640(c)(2) 44

Penal Code §

640(c)(1) 45

Penal Code §

640(e)

46 Amendments adopted

02/28/2013 effective 30  
days after publication in a  
newspaper of general  
circulation.

47 Civil Code § 2080.6

**Metro Customer Code of Conduct**  
chapter 6-05 penalty schedule

**metro customer code of conduct chapter 6-05 penalty schedule\***

code section	description	1st offense**	2nd offense	3rd offense	4th offense	5th offense	6 or greater offense
<b>6-05-040 Bicycles, Skateboards and Skates</b>							
6-05-040.A	Riding bicycles and skateboards in Metro facility	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
6-05-040.C	Tandem, three-wheeled or fuel-powered bicycles are not permitted in Metro facilities	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
<b>6-05-050 Blocking</b>							
6-05-050.A-E, H, I	Blocking, operating or obstructing Metro vehicle, impeding safe boarding	> Notice of violation > \$75 fine > Ejection	> Notice of violation > \$75 fine > Ejection	> Notice of violation > \$75 fine > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
<b>6-05-100 Disorderly Conduct</b>							
6-05-100.A-I, K-N	Spitting, hazardous material, urinating, defecating, throwing an object, gambling, hanging from rails, inciting violence, lewd	> Notice of violation > \$75 fine > \$40 fine for	> Notice of violation > \$75 fine > \$40 fine for	> Notice of violation > \$75 fine > \$40 fine for minors	> Notice of violation > \$75 fine > \$40 fine for	> Notice of violation > \$75 fine > \$40 fine for	> Notice of violation > \$75 fine > \$40 fine for

	conduct, prostitution, vandalizing/tampering, littering, injuring person or property	minors > Ejection	minors > Ejection	> Ejection > Exclusion for 30 days	minors > Ejection > Exclusion for 60 days	minors > Ejection > Exclusion for 90 days
<b>6-05-110</b>	<b>Food, Alcohol and Drugs</b>					
6-05-110.A	Eating, drinking, smoking, vaping	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
6-05-110.B	Placing chewing gum onto Metro property	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days

6-05-110.C	Drinking alcohol	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
<b>6-05-120 Loitering</b>						
6-05-120.A	Loitering	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
<b>6-05-150 Noise</b>						
6-05-150.A	Disturbing others	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
6-05-150.B	Creating disruptive noise	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days

6-05-150.C	Playing sound device	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> <li>&gt; Exclusion for 30 days</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> <li>&gt; Exclusion for 60 days</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> <li>&gt; Exclusion for 90 days</li> </ul>
<b>6-05-090 Commercial Activity</b>						
6-05-090.A, B, C	Permit required, comply with permit rules, no commercial activity in prohibited area	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> <li>&gt; Exclusion for 30 days</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> <li>&gt; Exclusion for 60 days</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> <li>&gt; Exclusion for 90 days</li> </ul>
<b>6-05-200 Signs</b>						
6-05-200.A-D	Post, destroy, failure to obey signs	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> <li>&gt; Exclusion for 30 days</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> <li>&gt; Exclusion for 60 days</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Notice of violation</li> <li>&gt; \$75 fine</li> <li>&gt; \$40 fine for minors</li> <li>&gt; Ejection</li> <li>&gt; Exclusion for 90 days</li> </ul>

6-05-210 Solicitation						
6-05-210.A-B	Solicitation	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for minors > Ejection > Exclusion for 90 days
6-05-230 Fares						
6-05-230.A, C (1), (5), (6), (8), (10)	Patrons must pay fare; fare evasion	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 90 days
6-05-230.B	Proof of payment	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection	of > Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 90 days



6-05-230.C (2-4), (7), (9)	Misuse of fare media	> Notice violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection	of > Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > Diversion Program in lieu of \$40 fine for minors <sup>1</sup> > Ejection > Exclusion for 90 days
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\* Pursuant to the Customer Code of Conduct Section 6-05-240(C) any person who commits a criminal offense, or fails to pay a penalty when due or violates any provisions of the code, including those not listed above, may be ejected from a Metro vehicle or facility by order of an authorized Metro representative, and may be excluded from all or a portion of Metro vehicles and facilities.

\*\* All violators are subject to all penalties listed above. An individual who received a notice of violation is eligible to complete Metro Transit School and community service, which may only be completed once in any 12-month period upon order of a Metro Hearing Officer.

<sup>1</sup> This amount is used to calculate the number of diversion program hours a minor might complete to satisfy a written warning or notice of exclusion, or that a minor/parent might select in lieu of non-fiscal remedies.

**violations of the customer code that will be addressed through ejection\***

code section	description	1st offense**	2nd offense	3rd offense	4th offense	5th offense or greater
<b>6-05-030</b>	<b>Animals</b>					
6-05-030.A-C	Animal control	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-040</b>	<b>Bicycles and Skates</b>					
6-05-040.C	Prohibited bicycle	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-040.D1-D2,D6,D7	Failure to control bicycle properly while using Metro	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-040.G	Persons under 14 with bike must be accompanied by an adult	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-050</b>	<b>Blocking</b>					
6-05-050.E	Obstruction of doors	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-060</b>	<b>Boarding, Exiting and Seating</b>					
6-05-060.B	Failure to maintain control of children	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-060.C	Signaling in path of or touching moving bus	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-060.D	Failure to yield seat to senior/disabled	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-070</b>	<b>Carts and Strollers</b>					
6-05-070.A-D	Improper use of carts and strollers	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection

<b>6-05-080 Civility, Compliance and Cooperation</b>						
6-05-080.E	Failure to wear shirt, pants, skirt or shoes	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-090 Commercial Activity</b>						
6-05-090.A, B, C	Permit required, comply with permit rules, no commercial activity in prohibited area	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-100 Disorderly Conduct</b>						
6-05-100.E	Gambling	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-100.J	Feet/shoes on seats	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-100.L	Littering, dumping	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection

<b>6-05-110</b>	<b>Food, Alcohol and Drugs</b>					
6-05-110.B	Placing chewing gum on Metro property	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-160</b>	<b>Odors</b>					
6-05-160.A	Unavoidable grossly repulsive odor	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-170</b>	<b>Use of Metro Facilities</b>					
6-05-170.F	Failure to obtain permit for use of Metro facility	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-180</b>	<b>Photography and Recording</b>					
6-05-180.A-C	Failure to obtain permits and follow Metro rules and policies	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-190</b>	<b>Safety</b>					
6-05-190.A.3	Abandoning personal items	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-190.A.4-8	Unsafe conduct on Metro vehicles or in Metro facilities	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-190.A.10	Extending body through window of Metro vehicle	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-200</b>	<b>Signs</b>					
6-05-200.A	Posting signs, stickers in Metro facilities or on Metro vehicles	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-200.B	Destroy Metro sign, ad, notice	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
6-05-200.C-D	Failure to obey signs	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
<b>6-05-210</b>	<b>Solicitation</b>					
6-05-210.B	Distributing materials	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection

6-05-210.C.1-8	Failure to comply with time, place and manner restrictions	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection	Warning and/or ejection
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\* Pursuant to the Customer Code of Conduct Section 6-05-240(C) any person who commits a criminal offense, or fails to pay a penalty when due or violates any provisions of the code, including those not listed above, may be ejected from a Metro vehicle or facility by order of an authorized Metro representative, and may be excluded from all or a portion of Metro vehicles and facilities.

\*\* All violators are subject to all penalties listed above. An individual who received a notice of violation is eligible to complete Metro Transit School and community service, which may only be completed once in any 12-month period upon order of a Metro Hearing Officer.

**customer code offenses, which when cited on metro property, in a metro facility or vehicle, may result in ejection and/or exclusion, orders in addition to criminal or other penalties\***

code section	description	1st offense**	2nd offense	3rd offense	4th offense	5th offense or Greater
<b>6-05-80</b>	<b>Civility, Compliance and Cooperation</b>					
6-05-80.A	Abuse or harassment of Metro personnel or patrons	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
<b>6-05-100</b>	<b>Disorderly Conduct</b>					
6-05-100.H	Soliciting lewd conduct	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-100.I	Prostitution	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-100.K	Graffiti	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-100.L	Littering	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-100.M	Injuring another person or damaging property	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
<b>6-05-110</b>	<b>Food, Alcohol and Drugs</b>					
6-05-110.D	Possession of a drug or illegal substance	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-110.E	Being under the influence of drugs or alcohol	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
<b>6-05-120</b>	<b>Loitering</b>					

6-05-120.A	Loitering in Metro facilities or vehicle	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-120.B	Remaining in Metro vehicle or facility without lawful transportation purpose	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
<b>6-05-190</b>	<b>Safety</b>					
6-05-190.F	Tampering with a Metro vehicle	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion

<b>6-05-210</b>		<b>Solicitation</b>				
6-05-210.A	Soliciting in a Metro facility or vehicle	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
<b>6-05-220</b>		<b>Weapons</b>				
6-05-220.A	Discharge of a weapon	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion
6-05-220.B	Possession of a weapon	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion	> Ejection > Notice of exclusion

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\*\* All violators are subject to all penalties listed above. An individual who received a notice of violation is eligible to complete Metro Transit School and community service, which may only be completed once in any 12-month period upon order of a Metro Hearing Officer.





**Metro**<sup>®</sup>

Current Code 6-05-	Proposed Code 6-05-
030 Animals	030 Animals
040 Wheeled Riding Devices	040 Wheeled Riding Devices
050 Blocking	050 Safe Movement of People and Transit Operations
060 Boarding, Exiting and Seating	060 Seating
070 Carts, Strollers and Luggage	070 Carts, Strollers and Luggage
080 Civility, Compliance and Cooperation	080 Respect and Cooperation
090 Commercial Activity	090 Commercial Activity
100 Disorderly Conduct	100 Creating a Safe Environment
110 Food, Alcohol and Drugs	110 Loitering
120 Loitering	120 Parking and Use of Metro Facilities and Vehicles
130 Lost & Found	130 Fares
140 Miscellaneous	140 Solicitation
150 Noise	240 Enforcement
160 Odors	
170 Parking and Use of Metro Facilities and Vehicles	
180 Photography and Recording	
190 Safety	
200 Signs	
210 Solicitation	
220 Weapons	
230 Fares	
240 Enforcement	

# Metro's Customer Code of Conduct

GINA OSBORN

CHIEF SAFETY OFFICER

# Background

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- As part of Metro's ongoing commitment to support a safer and more equitable transit system, staff reassessed Metro's Code of Conduct (Code) to ensure that the document is consistent with the values and priorities of the agency.
- The update to the Code aims to reflect the core components of the Public Safety Values Statements which have been adopted by the Metro Board.

Implementing a  
Human-Centered  
Approach

Emphasizing  
Compassion and  
a Culture of Care

Recognizing  
Diversity

Acknowledging  
Context

Committing to  
Openness and  
Accountability

# Review Process

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1

Simplified the requirements of the Code by focusing on those critical areas that support or interfere with the user experience and safety.

2

Incorporated input from law enforcement, Metro staff, PSAC, and other stakeholders, to avoid items that are fully covered under the penal code, elements that seemed to target certain populations, and aspects that did not support a human-centered culture of respect and safety.

# Proposed Changes (cont.)

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The update streamlines the proposed new Code to focus on 24 areas.

Smoking	Present after hours/trespassing
Alcohol	Use for non-transit purposes
Eating & drinking	Interfere in operation of vehicle
Disruptive behavior, loud, profanity, sound devices, sexual or any form of harassment	Threaten, harm passenger or employee
Animals	Yield to seniors and wheelchairs
Weapons	Depart when trip is complete, end of line
Dangerous substances	Bikes, skates, skateboard
Littering	Commercial solicitation
Vandalism	Harassment
Soliciting	Must wear shoes, tops, and bottoms
Spitting, urinating, defecation, exposing or lewd conduct	Compliance with Parking Administrative Code
Illicit substances	Fare payment

# Marketing & Training

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Revamp signage across the system to highlight key themes of the Code with clear and visible graphics.



Hold community information sessions to introduce the updated Code and address any questions on the objectives and its intended outcomes.



Provide training sessions to Metro Transit Security Officers.



Offer the Code in Spanish and via print in braille.

# Next Steps

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- If approved by the Board, staff will work with the OIG to update the Code and the schedule of administrative penalties.
- Train Metro Transit Security Officers.
- Develop a robust community outreach plan.
- Create and post rider-friendly and visible signage.
- **Make the new Code effective on June 1, 2023.**



# Thank You

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## Board Report

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File #: 2022-0648, File Type: Plan

Agenda Number: 35.

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### OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MARCH 16, 2023

**SUBJECT: METRO TRANSIT SECURITY**

**ACTION: APPROVE RECOMMENDATION**

**RECOMMENDATION:**

AUTHORIZE the Chief Executive Officer to amend the FY23 Budget to add 48 Metro Transit Security full-time equivalent (FTE) positions to include 44 Transit Security Officers, three Supervisors, and one Director, Transit Security (Captain).

**ISSUE**

Metro's multi-layer reimagined public safety plan includes a significant priority to protect our employees, including bus operators, from experiencing violence while they are on our system. Metro's Employee Assault Mitigation Task Force has recommended implementing additional Safety Bus Riding teams as a means to reduce and prevent operator assaults. This report requests authorization to amend the FY23 budget to add 44 Metro Transit Security Officers (TSO), three Supervisors, and one Captain to be deployed as safety bus riding teams for this purpose.

**BACKGROUND**

All forms of public transportation, airplanes, trains, and buses have seen a concerning increase in passengers who are unruly, angry, and sometimes violent. Public transit agencies across the nation have all seen a disturbing increase in operator assaults. The cause and contributors to operator assaults vary widely; studies have identified broader societal trends to these random acts of violence, such as mental health issues, economic and social factors, and pandemic impact.

The following chart illustrates the top reasons for assault for calendar year 2022.

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Top Reasons For Assault January 2022 - December 2022	
Reason	Count
No Reason	44
Other	30
Demand Stop	21
Disorderly	14
Mentally Ill	13
Fare	8
Missed Stop	5
Out of Service	5
Policy/Drink	4
Mutual Combat	2
Mask	2
Policy Stroller	2
Sex	1
Other/Vehicle Accident	1
Mask/Fare	1
Accident	1
Policy/Food	1
Policy Scooter	1
Accident	1
Policy Smoking	1
<b>Grand Total</b>	<b>158</b>

Implemented Strategies to Prevent Operator Assaults

Metro has been proactive in our efforts in the research of best practices and analysis of data to implement safety strategies to protect our employees. Metro has been implementing prevention strategies to reduce the risk of safety incidents and create a safer environment for all Metro employees to safely perform their jobs.

1. Metro buses have on-board cameras and DVR
2. Metro buses have operator barriers (March 2020)
3. Metro buses have emergency buttons
4. Clear signage is posted about punishment for assaults on operators (“Let’s Respect Operators ... injuring an operator is punishable by up to 3 years in prison or up to 10,000 fine, or both.” .... Penal Code 243.3”)
5. We have a “See something, say something” Campaign

On July 11, 2022, based on bus operator feedback and data showing a spike in operator assaults, LAPD Transit Services Division deployed the Special Problems Unit (SPU) to address assaults on the ten bus lines having the highest number of assaults and ridership recorded during a 16-month period. The operation concluded on July 25, 2022. It was discovered that most bus operator concerns were mainly focused on issues and disruptive behavior related to Customer Code of Conduct violations.

On August 31, 2022, Bus Riding Teams were launched composed of Metro Transit Security Officers responsible for code of conduct compliance and Law Enforcement Officers responsible for penal code compliance to provide a high visibility presence. To complete this pilot, Transit Security Officers were reassigned or paid overtime.

Bus Operator feedback resulting from this initiative was overwhelmingly positive. One bus operator commented: *“With officers on the bus, riders behave and don’t start any problems. It’s a safer environment for me to drive the bus and for the passengers. I don’t have to worry about calling the BOC[Bus Operations Control Center] or having to deal with unruly riders”* and *“It’s a big help for us as Operators when we can just focus on driving the bus.”*

In November 2022, the Employee Assault Mitigation Task Force was created in collaboration with various departments to develop proactive solutions to provide safety tools to ensure employees have a safe work environment. In response to bus operator surveys and monthly meetings with operators, also known as division rap sessions, the task force identified the following strategies to reduce operator assaults:

1. Provide de-escalation training (Implemented January 2023)
2. Review bus operator barriers for increased effectiveness (underway)
3. Bus operators to provide safety input for new buses (underway)
4. Collect, review and analyze of assault data for prevention measures (underway)
5. Collaborate with operations to create new policies and procedures to reduce assaults (underway)

## **DISCUSSION**

The safety of all Metro employees and passengers remains our top priority, and Metro intends to maintain the highest safety standards in the industry. Bus operators are responsible for the safe operation of the buses while at the same time assisting our passengers. Assaults on operators during the operation of a vehicle create a serious threat to not only our operators but to our passengers and the public as well. Importantly, these assaults have a physical and mental impact on our operators and affect their overall well-being. Metro believes all employees should be able to conduct their job without harassment or threat of violence.

Between 2018 through 2022, Metro Operations reported a monthly average of nine bus operator assaults. (Attachment A). During this period, the highest monthly average was 13 assaults in 2022. Between CY21 and CY22, Metro saw a 37.9% increase in bus operator assaults - from 115 to 158 respectively.

Although Metro has retrofitted all buses with operator shields that minimize the severity of the assaults, assailants can still reach around the shields and throw objects at, punch, or spit on the operator because the operators are not completely enclosed within the shields. Also, operators are outside of the operator shield when assisting customers such as those who use a wheelchair.

Our bus operators have been consistent and vocal regarding their concerns over their personal safety. In the 2022 Bus Operator Survey (Attachment B), 21.5% said that their biggest concern with being an Operator was safety from passenger confrontation, and 14.9% of respondents said they would leave Metro due to not feeling safe while operating the bus. During division RAP sessions and focus groups, Operators were asked to provide details about the factors that cause them to feel unsafe, as well as scenarios that lead to confrontation with passengers. Bus operators stated that riders know Metro's Customer Code of Conduct is not enforced with regularity and expressed the importance of setting an expectation for passengers that a uniformed security presence would be regularly seen on board a bus. This action, they said, would serve as a deterrent to unruly behavior on the system. Most bus operator concerns were mainly focused on issues and disruptive behavior related to violations of Metro's Customer Code of Conduct.

Furthermore, in the 2022 Customer Experience Survey, Metro customers echo bus operators' concerns, with safety from crime being a top aspect riders want Metro to improve. A combined 47% of bus riders were neutral, not satisfied, or not satisfied at all when asked about the enforcement of the Metro Code of Conduct on the Bus.

Metro's multi-layer public safety plan ensures that the right response is given to each situation. Code of Conduct violations are not criminal, and as such, Metro's Transit Security Officers - not Law Enforcement - ensure compliance. Enforcement of all violations of the code of conduct is imperative as it can lead to a more serious safety incident if not addressed.

### Metro Transit Security Officers (TSO)

Metro currently has 213 uniformed TSO FTEs. They are deployed over three shifts, as follows:

- (54) Code of conduct enforcement across the system
  - only four TSOs are available to deploy and board buses on one bus line per week
- (25) Mobile patrol
  - Responds to calls for service at Metro's division, patrol parking structures/lots, layover zones - do not conduct fare or Code compliance
- (25) Union Station Gateway
  - Fixed security inside building, interior and exterior roving patrols

- (16) Rail Safety
  - Opens and closes heavy rail stations
- (14) Revenue
  - Security oversight for revenue services
- (14) Supervision
  - Sergeants and Lieutenants
- (4) Security Control Specialists
- (2) Operations Support
  - Consists of one sergeant in Support of Special Events and one sergeant as the Training Coordinator.
- (5) Long-term leave
- (9) In training
- (45) Currently in the hiring process as of February 28

The approach is to assign TSOs to bus lines, with deployment being based on information gathered from key data sources such as operator feedback, Transit Watch App, and customer complaints.

Of the 48 TSO FTEs requested in FY23, 44 will be deployed to board approximately ten bus lines on a given shift to address bus operator safety and rider concerns, an overall increase of 79% in TSO presence on the Metro system. Dedicating safety resources to the bus system demonstrates Metro's commitment to ensuring the safety of our employees and our customers, and will ultimately enhance the experience of customers using the mode that carries most of Metro's ridership.

The positions being requested for Metro TSO include 22 unarmed and 22 armed officers which will be deployed to expand the Bus Riding Teams to ensure bus operator safety, add presence aboard the buses and ensure compliance of the Customer Code of Conduct. This effort is in the spirit of the Public Safety Advisory Committee's recommendations regarding non-policing onboard bus safety strategies and utilizing a "buddy system" where a presence would ride along during an operator's shift rather than solely responding to incidents (Attachment C). Although PSAC also recommended unarmed presence, the 22 armed officers being requested will be deployed during the owl service which can give the perception of more dangerous conditions as expressed by our bus operators.

### *Recruitment*

As of February 28, Metro Transit Security has a total of 45 vacancies (28 of which are Code of Conduct compliance officers) which are in the following stages of the hiring process:

- (11) Security Control Specialists to start March 20
- (3) TSO I (unarmed) candidates to start on March 6
- (9) TSO I (unarmed) candidates to start on March 20
- (7) TSOI (unarmed) candidates are in the background check stage
- (7) TSO II (armed) candidates are in the final stages of recruitment
- (6) Sergeant candidates are in final stages of recruitment
- (2) Lieutenant candidates are in final stages of recruitment

The average period to fill a TSO I position is six months. While the current process lends itself to

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thorough, but time-intensive, background checks and physical agility tests, staff have identified opportunities to streamline and improve the process. Metro hosted quarterly weekend hiring events in November 2022 and February 2023 where multiple steps of the recruitment process were completed in one day. Lastly, we are in the process of hiring a temporary (as needed) employee that would be dedicated to assessing the recruitment process, identifying areas to streamline, and be dedicated to recruitment and outreach. Through these efforts, we are confident we will fill the vacant and additional requested positions by the end of the fiscal year.

### *Training*

In-depth and regular training is key to providing prompt, efficient and equitable service. SSLE is updating its training curriculum to enhance accountability, legitimacy, innovation and professional development through equity, de-escalation and customer experience courses. A key and critical part of transforming our safety program is to establish a solid training foundation.

### *KPIs*

The following KPIs have been established to enhance accountability and measure the success of TSO operations.

- Bus Operator Assaults (reduction)
  - Reduce assaults by 10% year over year, with a stretch goal of zero assaults.
  - The Bus Riding Teams, staffed by Transit Security Officers, will provide a greater presence on the bus system and ensure compliance with the Code of Conduct.
- Dispatch response time to Transit Watch response incident reports.(reduction)
  - Reduce response time from 5 minutes to 4 minutes
  - Metro Transit Security is responsible for receiving and responding to Transit Watch App reports. By measuring dispatch response time, it will ensure Officers are being timely in responding to patrons submitting a report and providing them an excellent customer experience.

These KPIs will be tracked and reported in the Monthly Public Safety board report.

.Determination\_Of\_Safety\_Impact

### **DETERMINATION OF SAFETY IMPACT**

The authorization to add positions will have a positive impact on safety.

The requested positions will add security presence onboard buses - a request that has recurrently been raised by operators during division RAP sessions and by riders and address riders concerned as outlined in the 2022 Customer Survey.

### **FINANCIAL IMPACT**

This action pertains to the \$3M pilot safety strategies on board buses initiative as outlined in Motion 26.2. The annual budget required for the 48 additional FTEs is \$6.2M, and the FY23 cost is estimated to be nominal with the intent of filling all positions towards the end of the fiscal year.

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Since this is a multi-year project, the cost center manager and Chief Safety Officer will be accountable for budgeting the positions in future years.

### **Impact to Budget**

The sources of funding would be operating eligible federal, state and local resources that include fares, and operating eligible sales tax resources.

### **EQUITY PLATFORM**

Increasing the number of Transit Security personnel will allow Metro to provide dedicated safety resources to the bus system. In the Public Safety Advisory Committee meetings, one of the members was an operator and shared first-hand experiences of safety on the bus system as well as feedback from peers. These concerns and pain points are key factors that contribute to low morale, high turnover, and a key challenge in regaining ridership to pre-pandemic levels. Through this effort, we aim to increase rider and operator safety. We recognize that in the past, there has been an under-investment of safety resources for the bus system. However, this is a step in the right direction towards supporting our front-line employees and taking actionable measures to address their safety concerns.

Furthermore, this request further enhances Metro's efforts towards reimagining public safety by investing in unarmed personnel and in our Transit Security personnel by further professionalizing their training curriculum and enhancing the customer experience.

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

The recommendation supports strategic plan goal 2.1 of committing to improving security. Metro will continue to rely on a multi-layered security program that comprises contract law enforcement, ambassadors, and contract security, along with the expansion of Metro's in-house Transit security personnel to achieve this goal.

### **ALTERNATIVES CONSIDERED**

The Board could decide not to approve the recommendations. This is not recommended as only Metro TSOs conduct Code of Conduct compliance.

One alternative would be to reassign existing Metro personnel from current duties to support security expansion. This approach is not recommended because it would have a negative impact on Metro's ability to adequately maintain the current level of staffing to meet required security needs.

Another alternative would be to authorize security expansion by using overtime; however, this approach is also not recommended because it increases TSO costs, and it is not sustainable for a long period of time.

### **NEXT STEPS**



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If approved, staff will launch additional quarterly hiring events and attend weekly job fairs to increase the pipeline for Metro Transit Security positions. And report to the board monthly on the bus riding team efforts.

**ATTACHMENTS**

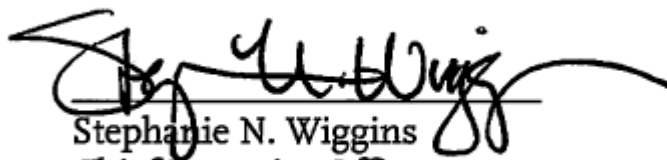
Attachment A - Bus Operator Assaults Data

Attachment B - 2022 Bus Operator Survey Update

Attachment C - PSAC Onboard Bus Safety Strategies

Prepared by: Robert Gummer, Deputy Executive Officer, (213) 922-4513  
Nancy Felix, Senior Director Transit Security, (213) 922-7011  
Imelda Hernandez, Senior Manager Transportation Planning, (213) 922-4848

Reviewed by: Gina Osborn, Chief Safety Officer, (213) 922-7950



Stephanie N. Wiggins  
Chief Executive Officer

## Bus Operator Assaults 2018-2022

<b>Bus Operator Assaults</b>	<b>CY2018</b>	<b>CY2019</b>	<b>CY2020</b>	<b>CY2021</b>	<b>CY2022</b>
Jan	8	6	6	3	12
Feb	4	8	5	5	13
Mar	9	8	5	8	15
Apr	5	9	5	6	14
May	5	8	4	8	8
June	4	6	13	10	14
July	4	10	4	8	17
Aug	8	7	8	10	14
Sep	8	5	2	15	6
Oct	10	10	9	9	17
Nov	11	6	5	18	15
Dec	4	12	7	15	12
<b>Totals</b>	<b>80</b>	<b>95</b>	<b>73</b>	<b>115</b>	<b>158</b>
<b>Average per FY</b>	<b>6.67</b>	<b>7.92</b>	<b>6.08</b>	<b>9.58</b>	<b>13.08</b>

\* Average Monthly Bus Operator Assaults over the past 5 Years:

**8.67**

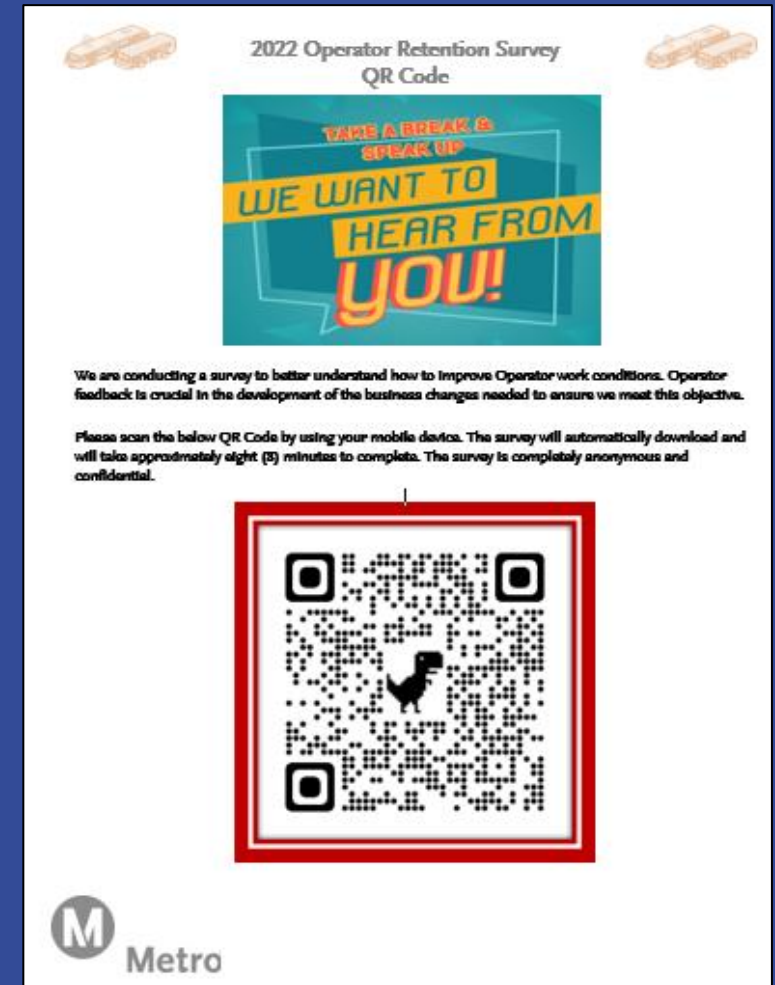
# 2022 Bus Operator Survey Update



Operations, Safety & Customer Experience Committee Meeting  
May 19, 2022

# Overview

- Dates: Opened February 22, 2022 and closed March 21, 2022
- Bus Transportation Goal: 513 responses
- Responses Received (Bus Operators only):
  - 588 responses
  - Across 10 Bus Divisions
  - Requested a minimum of 50 responses from each Division
- Division Outreach: Visited twice and most three times
- Survey Questions: 19 total questions
  - 16 closed ended and 3 open ended
- Three Focus Areas: Job satisfaction, Concerns & Culture



# Overview: Division Responses

Bus Division	Responses	Percentage
1	54	9%
2	60	10%
3	52	9%
5	75	13%
7	61	10%
8	63	11%
9	54	9%
13	61	10%
15	56	10%
18	52	9%
<b>Systemwide Total</b>	<b>588</b>	<b>100%</b>

# Job Satisfaction Questions

Q8. I enjoy being an Operator.

		Valid Percent
Valid	Strongly Agree	29.6%
	Agree	29.6%
	Neutral	27.8%
	Disagree	7.0%
	Strongly Disagree	6.0%
	Total	100.0%

Q9. I see myself working as an Operator another 5 years.

		Valid Percent
Valid	Strongly Agree	21.2%
	Agree	20.3%
	Neutral	32.6%
	Disagree	11.6%
	Strongly Disagree	14.3%
	Total	100.0%

Q10. I would recommend being a Metro Operator to my family and friends.

		Valid Percent
Valid	Strongly Agree	13.8%
	Agree	17.1%
	Neutral	26.5%
	Disagree	17.0%
	Strongly Disagree	25.6%
	Total	100.0%

## Takeaways:

- About 60% of respondents enjoy being an Operator, however enjoyment trends downward over time
- About 40% of operators see themselves working as an operator another five years, however longevity trends downward over time
- About 1/3 of operators would recommend the job to family and friends

# Concerns and Pain Points

Q4. My biggest concern with being an Operator.

Areas of Concern	Responses	
	N	Percent
<b>Low pay</b>	347	23.0%
<b>Safety from passenger confrontation</b>	324	21.5%
<b>High stress</b>	316	20.9%
Fatigue	206	13.6%
Safe operation of bus while driving	113	7.40%
Other Concern	90	6.00%
Unfair treatment from my direct manager	51	3.40%
Childcare concerns	36	2.40%
Commute time	25	1.60%
Safe operation of Micro vehicle	3	0.20%
TOTAL	1,512	100.0%

Q5. I think about leaving Metro often.

		Valid Percent
Valid	Strongly Agree	28.0%
	Agree	26.1%
	Neutral	22.9%
	Disagree	12.9%
	Strongly Disagree	10.1%
	TOTAL	100.0%

Q6. If I were to leave Metro, it would be due to:

Areas of Concern	Responses	
	N	Percent
<b>Low pay</b>	356	27.0%
<b>High stress at work</b>	342	25.9%
<b>Not feeling safe while operating the bus</b>	197	14.9%
<b>Not feeling safe from passenger confrontation</b>	190	14.4%
Management	83	6.30%
Retirement	77	5.80%
Commute time	35	2.70%
Childcare issues	35	2.70%
Not feeling safe while operating the train	3	0.20%
Not feeling safe while operating the micro vehicle	1	0.10%
TOTAL	1,319	100.0%

Takeaways:

- **Low pay is the greatest concern for operators and is subject to current negotiations**
- Respect the Ride campaign, homeless outreach, and new ambassador program will work to **improve safety**
- Key issues of **high stress and fatigue** lead to burnout which can be directly impacted by **long assignments, ordered call backs, and insufficient run times**

# Workplace Culture and Environment

Q12. Having a good relationship with my direct manager is important to me.

## Systemwide Results

	Valid Percent	Cumulative Percent
Strongly Agree	43.1%	43.1%
Agree	35.9%	79.0%
Neutral	17.3%	96.3%
Disagree	1.9%	98.3%
Strongly Disagree	1.7%	100.0%

## Division Results

Division	% Agree or Strongly Agree
1	75.9%
2	82.0%
3	92.3%
5	76.7%
7	80.3%
8	81.0%
9	81.5%
13	75.4%
15	75.0%
18	74.5%



# Snapshot: Systemwide Job Satisfaction, Pain Points and Concerns

Job Satisfaction	Pain Points and Concerns
<p>60% enjoy being an operator *greater % among PT operators</p>	<p>98% noted concerns with being a bus operator</p>
<p>40% see themselves work as a bus operator another five years</p>	<p>23% low pay- being the greatest concern. Followed by 22% safety and 21% high stress</p>
<ul style="list-style-type: none"> <li>• Longevity trends downward over time</li> <li>• Only about a third of operators would recommend the job to family and friends</li> <li>• Part-time employees are more likely to recommend the job than full-time employees</li> </ul>	<ul style="list-style-type: none"> <li>• Low pay concerns are highest among part time operators and those with two or fewer years of service</li> <li>• The concern declines steadily as tenure increases</li> </ul>

# Culture Findings: Recognition & Tenure

Q15. Being recognized for good work is important to me.

How many years have you been an Operator?		Valid Percent
2 years or less	Strongly Agree	49.3%
	Agree	28.2%
	Neutral	18.5%
	Disagree	1.9%
	Strongly Disagree	2.2%
Total		100%
3-5 years	Strongly Agree	50.7%
	Agree	33.5%
	Neutral	14.5%
	Disagree	0.6%
	Strongly Disagree	0.6%
Total		100%
6-10 years	Strongly Agree	56.2%
	Agree	27.1%
	Neutral	9.9%
	Disagree	2.6%
	Strongly Disagree	4.2%
Total		100%
More than 10 years	Strongly Agree	48.4%
	Agree	32.8%
	Neutral	14.4%
	Disagree	2.8%
	Strongly Disagree	1.6%
Total		100%

Q16. The culture at Metro needs to improve.

How many years have you been an Operator?		Valid Percent
2 years or less	Yes	81.6%
	No	18.4%
	Total	100%
3-5 years	Yes	89.9%
	No	10.1%
	Total	100%
6-10 years	Yes	87.9%
	No	12.1%
	Total	100%
More than 10 years	Yes	83.4%
	No	16.6%
	Total	100%

## Takeaway:

- About 80% of Operators surveyed value a good relationship with their direct manager and coworkers, as well as recognition



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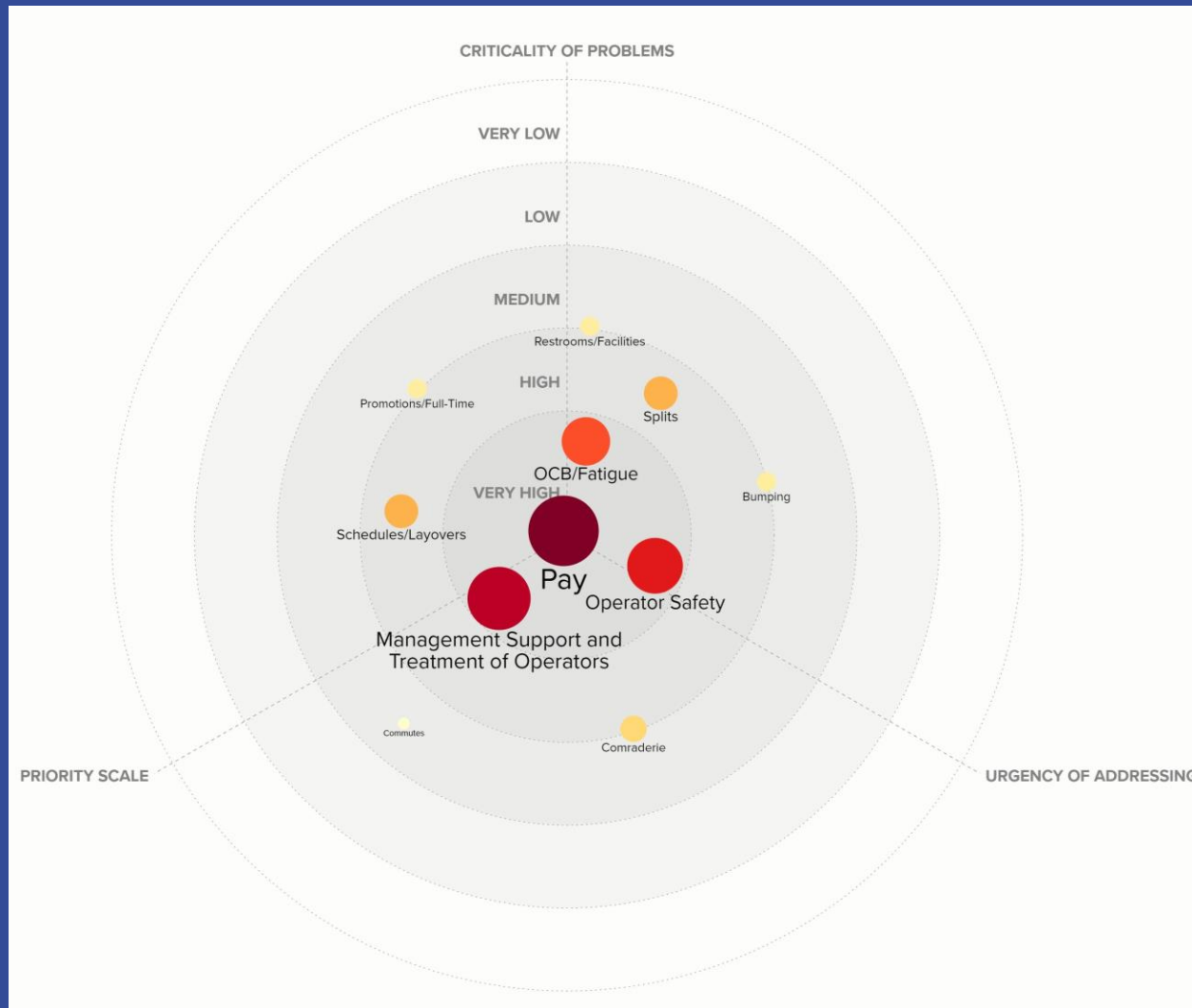
# Qualitative Feedback

## Q18. What suggestions do you have to create a better Operator work environment?

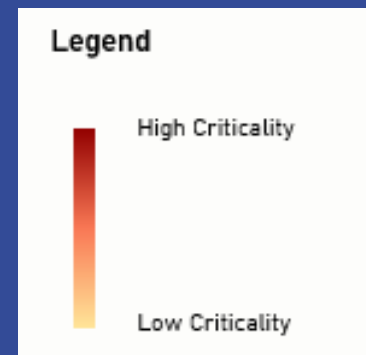
Responses were classified into the following themes using descriptive research coding:

- Social Issues – 190 responses
  - ✓ Humanize, Recognize, Respect, Morale...
- Policy/Political Problems – 99 responses
  - ✓ OCBs, Enforcement of Safety, Ease for New Employees
- Solutions Suggested – 118 responses
  - ✓ Layover 8:01 Rule too little, Scheduling, Enclosed Cabs...
- One Word/Phrase Responses – 63 responses
  - ✓ Just Pay, Benefits, Make it Safer etc.

# Qualitative Feedback



Higher Pay and Better Benefits HAVE to be implemented. **Even though out of 521 responses, 100 mentioned pay explicitly, it is implied in almost every response:** calling for respect & dignity, overworking, need for hiring more operators, promise for promotions etc.



# Qualitative Feedback - Operator Comments

Q11. What do you like most about being an Operator.

- *“I really enjoy driving busses from our fleet and helping the public. We make it look easy but its a true skill set that takes years to master. “*
- *“The independence involved. Just you and your bus.”*
- *“There is an importance of being an operator and my passengers make me feel great when they appreciate my performance on the road.”*

Q18. What suggestions do you have to create a better Operator work environment.

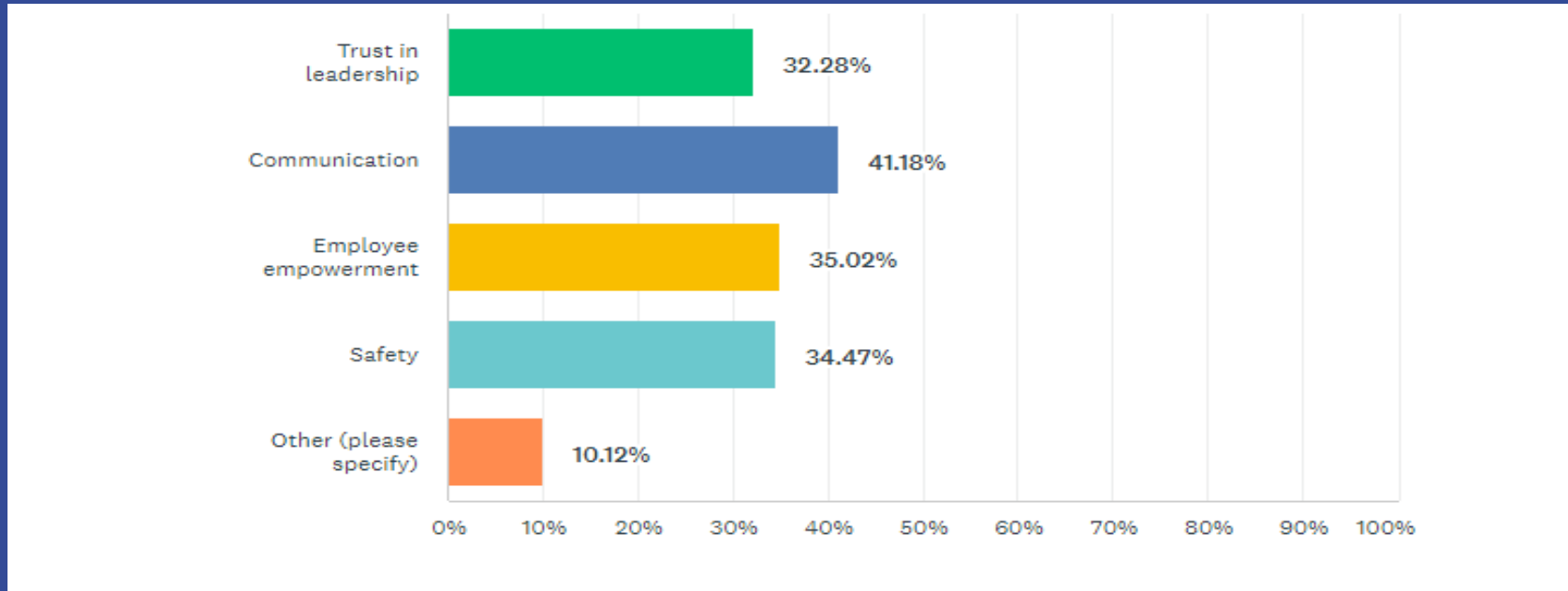
- *“Reduce OCB to allow for proper rest, recovery, and stress reduction.”*
- *Management engagement more with operators.”*
- *Provide more running time during rush hours. More layover time. Have better restrooms facilities at layovers.”*

Q19. What strategies should Metro use to attract more Operators to the organization

- *“Make driving less stressful by providing more running time. Pay more.”*
- *“Better benefit, starting salary (inflation is a big problem), some operator need to drive far to the reporting location.”*
- *“Increase the pay per hour and offer full flexibility time schedules.”*



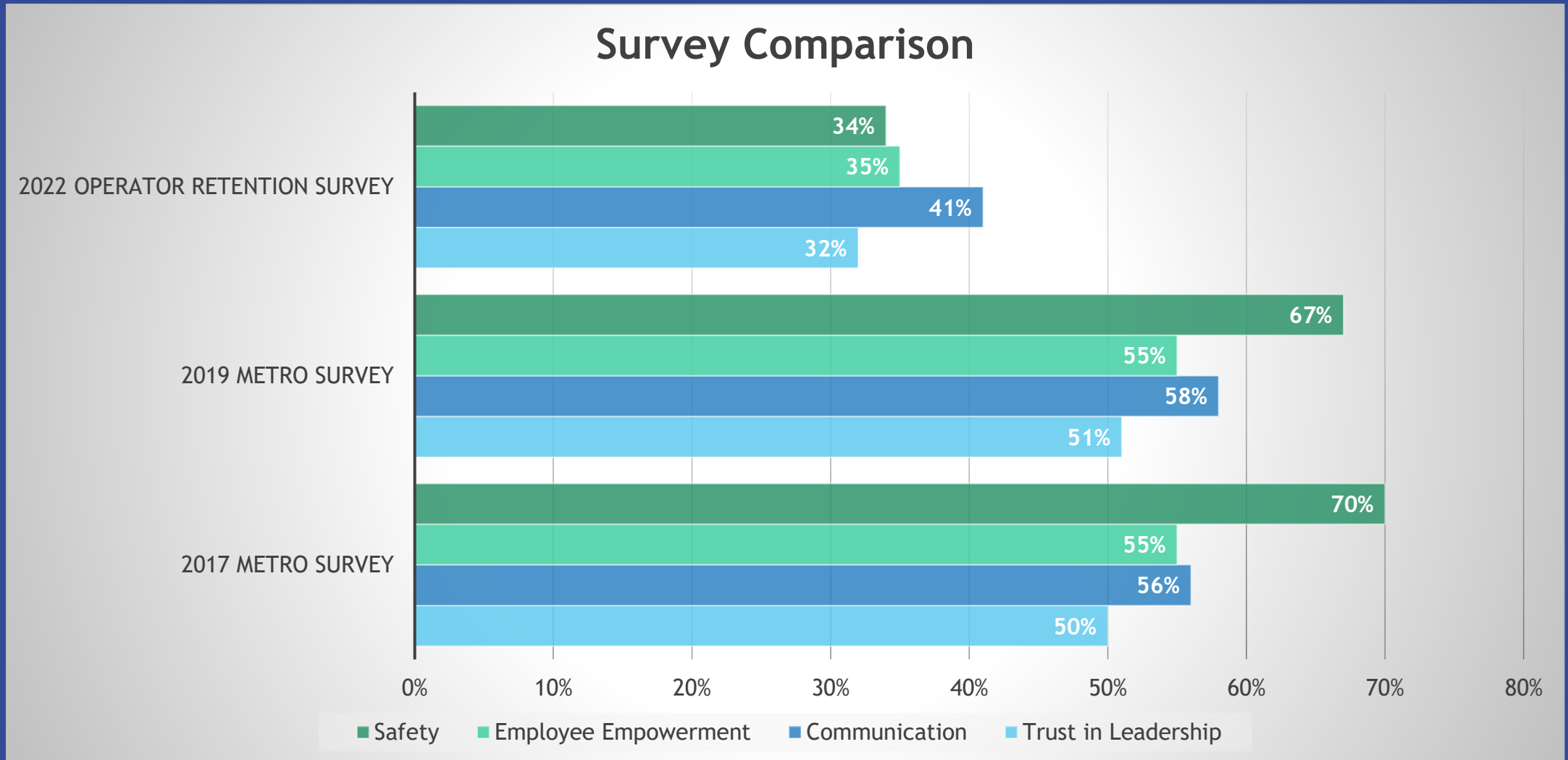
# Opportunities for Improvement



## Takeaways:

- Most operators feel the culture at Metro needs to change with communication, employee empowerment, safety, and trust in leadership being the top four areas needing improvement
- About half of the Operators surveyed feel satisfied with the benefits that Metro offers
- Additional areas of concern relative to culture change were:
  - ✓ Stress management
  - ✓ Respect

# Metro Survey Comparison



Metro

# Comparison 2017/2019 2022 Survey Takeaways

- 2017 & 2019 Agency Survey results indicate areas for improvement relative to Communication and Trust in Leadership were important to Operations staff
- Similarly, the 2022 survey results in the areas of culture, communication, trust in leadership, and employee empowerment indicate Bus Operators still want change in these areas
- Recognition is very important for Operators to receive on a consistent basis
- Operators feel a good relationship with their direct manager and coworkers is important





# Next Steps

- Metro will continue to review and analyze survey data, for bus and Metro Micro personnel, and concentrate on the following:
  - ✓ Division outreach and engagement to report out survey findings in coordination with Operations, Customer Experience, Chief People Office, and Safety management personnel (to be completed by May 19, 2022)
  - ✓ Create Operator focus groups to drill down into feedback and suggestions
  - ✓ Develop actionable recommendations to improve areas of concern
  - ✓ Steering committee/task force to oversee and execute recommendation implementation with status updates
  - ✓ Re-survey operators to gauge progress (12-18 months)



# Recommendations on Onboard Bus Safety Strategies

## About these Recommendations

This document lays out the Public Safety Advisory Committee's (PSAC, the committee) recommendations for strategies to improve bus operator and passenger safety on Metro. During internal focus groups and staff interviews, bus operators expressed concerns about their safety in the system, particularly after 3:00 p.m. and during nighttime service. Operators also reported that Code of Conduct violations are frequent and often go unaddressed. In response, Metro's board has allocated \$3M for onboard safety strategies, including CCTV, increased staff presence, and improved emergency communications protocols. The following recommendations include opportunities to improve bus operator security through non-law enforcement alternatives and other staffing solutions. The document also identifies opportunities to implement improvements to the design of buses and on-system communications infrastructure.

## A Note on Deployment & Data

PSAC understands that the lines chosen for deployment of these onboard bus safety strategies will be primarily determined by the number of bus operator assaults, with additional consideration given to the number of Code of Conduct and fare enforcement violations. The committee recommends that Metro consider additional factors including the following: reviewing incident reports for contextual information on rider and operator assaults, bus service reliability and timing, and vehicle conditions in their analysis. Metro should review incident reports to understand the factors influencing assaults on drivers and passengers (e.g., inability to pay fares, passengers experiencing mental distress, etc.). They should use this context to determine the appropriate staffing response (e.g., considering fare-free options, enhanced presence, and flexible deployment of mental health service providers, etc.). Additionally, Metro should prioritize customer experience enhancements on priority bus lines, focusing on enhancing reliability, delivering excellent customer service, providing real-time information, and ensuring cleanliness on vehicles and at stops.

## Expanding the Scope of Public Safety Considerations

PSAC recommends that Metro considers customer experience, service improvements, and fareless transit programs as interventions that improve public safety on buses. Looking beyond the traditional security methods of staffing, physical interventions, and communication, focusing on improved service and rider satisfaction will greatly improve safety outcomes in the system. With fare collection being a key point of contention between riders and operators, the committee endorses a fareless transit program to eliminate that point of conflict. Additionally, this policy will assist low-income riders – the primary users of Metro transit – by improving access to jobs and recreation. Metro bus riders are more numerous and ride more miles than rail riders, at almost a 4:1 disparity during 2021.<sup>1</sup> Given that bus riders make up the core of Metro service, the agency should continue to prioritize working with local jurisdictions to implement bus-only lanes and dedicate internal resources for vehicle deep cleaning to meet the needs of their core ridership.

## Staffing Strategies

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<sup>1</sup> Metro Ridership. (n.d.). Retrieved August 10, 2022, from <https://isotp.metro.net/MetroRidership/YearOverYear.aspx>

PSAC has articulated the following recommendations to improve and expand staffing on Metro's bus routes. These recommendations will enhance safety for riders and operators and foster a rider culture as outlined in PSAC's [Mission, Vision, Values](#), and [Code of Conduct](#) documents:

- **Increased Staff Presence:** Currently, Metro's contract law enforcement partners deploy teams of officers to ride buses that are deemed priority safety concerns. However, these partners lack the resources to sufficiently cover the system. In keeping with PSAC's long-term vision to shift funding from law enforcement to non-law enforcement alternatives, the committee has identified opportunities to add Metro staff presence on buses to improve operator and rider safety.

PSAC recommends that Metro deploys a combination of the following solutions as appropriate: transit ambassadors, homeless outreach teams, mental health crisis response teams, unarmed Metro transit security officers, and social service providers. Increased uniformed staff presence can alleviate the stress felt by operators and reduce Code of Conduct violations. These employees can also act as a liaison between law enforcement in emergencies. Metro may consider utilizing a "buddy system," where vehicle operators are consistently accompanied by a staff member from the applicable partner named above. In this "buddy system," those partners would be present throughout the driver's shift, rather than responding to incidents.

Additionally, Metro's recruitment efforts for these positions should focus on reaching people who live in the communities served by priority bus lines, individuals involved with the justice system, veterans, and people facing barriers to employment.

- **Staff Training:** PSAC highlighted the need for staff on the system to be culturally competent, trained in de-escalation techniques, familiar with Metro's security ecosystem, and aware of how they interface with law enforcement. Cultural competency means that staff should be recruited from (or have an understanding of) the communities these bus lines serve. See recommendation #8 "[Acknowledging context for vulnerable transit riders](#)" from the Code of Conduct recommendations for further information on how the experience of public safety on transit differs for different population groups. To this end, the committee recommends that onboard bus staff are well-trained in de-escalation techniques that can be utilized in tense situations. Staff must also have a full understanding of Metro's security system and the roles of non-law enforcement alternatives and non-contracted law enforcement. Staff must be able to easily assess a situation and deploy the proper resources as needed.
- **Increased Partnerships with Cities and the County:** The Metro system extends through many cities across LA County. Recently, certain cities indicated their interest in partnering with Metro on contracted law enforcement duties. Rather than utilizing these cities' resources as law enforcement, PSAC recommends exploring partnerships between Metro and these cities to provide non-law enforcement staffing solutions. These partnerships would increase local staff presence along Metro's bus lines without expanding the law enforcement services from LAPD and LASD. Additionally, Metro may consider partnering with LA County to provide services specifically for unincorporated areas.
- **Customer-Centric Workforce:** Metro should train and foster a workforce with a strong culture of providing excellent customer service. However, this approach will only be achieved through high-quality jobs that offer competitive wages.

## Physical Intervention Strategies

Making improvements to the environment on the bus and at stops will help improve safety and comfort for riders and operators. PSAC has articulated the following recommendations as physical interventions to improve onboard bus safety:

- **Improved Rider Environment:** The environment onboard a bus will impact the way riders interact with each other and the Metro system. Maintaining a clean bus can reduce anxiety and discomfort among riders, leading to improved perceptions of safety. PSAC also recommends that Metro improve the environment at bus stops to alleviate stress among riders; this includes well-maintained bus stops that have adequate lighting, shade structures, and benches.
- **Panic Button Modifications:** To modify the existing panic button for bus operators, Metro may consider including features that alert waiting bus riders, partners responding to incidents, and other relevant parties to incidents occurring on the vehicle. This could occur through messages on the bus destination sign, signal lights, or other visual notifications. It is important that these modifications do not exacerbate the unfolding situation and should be designed accordingly. However, the committee would like this strategy to be considered a lower priority than staffing and rider environment improvements.

## Communication Strategies

PSAC has prioritized building a positive relationship between the public and Metro as a key safety strategy. PSAC has articulated the following recommendations as communication strategies to improve onboard bus safety and improve customer service:

- **Service Alerts:** PSAC has noted there have been instances of buses passing riders at bus stops because they are full. This may result in unhappy passengers when the next available bus arrives, increasing the likelihood of an incident. PSAC recommends developing or utilizing an existing application or alert system that will notify riders ahead of time whether a bus is unable to take on more passengers. Additionally, when a bus is unavailable, PSAC recommends offering an alternative mode of transport for riders (e.g., Metro Micro) to use.
- **Public Campaigns:** PSAC has highlighted an opportunity for Metro to build stronger relationships with bus riders through public campaigns and outreach. This includes getting to know routine commuters on bus lines to start a “Get to Know Your Rider” campaign. Additionally, PSAC recommends establishing a reward system by enabling Metro staff and security to recognize riders that are courteous and helpful. Through positive messaging and reinforcement, Metro can emphasize that bus safety is a collective responsibility.

# Metro Transit Security

GINA OSBORN

CHIEF SAFETY OFFICER

# Bus Operator Safety

Top Reasons For Assault January 2023	
Reason	Count
Disorderly	2
Missed Stop	2
No Reason	1
Demand Stop	1
Mentally Ill	1
Fare	1
Other	1
Policy Music	1
<b>Grand Total</b>	<b>10</b>

Top Reasons For Assault January 2022-December 2022	
Reason	Count
No Reason	44
Other	30
Demand Stop	21
Disorderly	14
Mentally Ill	13
Fare	8
Missed Stop	5
Out of Service	5
Policy/Drink	4
Mutual Combat	2
Mask	2
Policy Stroller	2
Sex	1
Other/Vehicle Accident	1
Mask/Fare	1
Accident	1
Policy/Food	1
Policy Scooter	1
Accident	1
Policy Smoking	1
<b>Grand Total</b>	<b>158</b>

- From 2018 through 2022 to date, bus operator assaults had a monthly average of nine.

- The highest monthly average in 2022 was 13 assaults.

- In CY21, bus operators reported 115 assaults and 158 assaults in CY22, an increase of 37.39%.

The above charts illustrate the top reasons for assault by calendar year.

# Implemented Bus Safety Strategies

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- Metro has been implementing prevention strategies to reduce the risk of safety incidents and create a safer environment for all Metro employees to safely perform their jobs.
- ✓ Metro buses have on-board cameras and DVR
- ✓ Metro buses have operator barriers (March 2020)
- ✓ Metro buses have emergency buttons
- ✓ Clear signage of punishment of assaults on operators
- ✓ See Something Say Something campaign
- ✓ LAPD's deployment of their Special Problems Unit
- ✓ Bus Riding Teams (law enforcement + Metro Transit Security)
- ✓ Employee Assault Mitigation Task Force



# Bus Riding Teams

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- As part of *Respect the Ride*, SSLE launched Bus Riding Teams composed of Law Enforcement Officers and Transit Security Officers to ride the top 10 lines with the highest number of assaults.
- Bus operators commented:
  - “With officers on the bus, riders behave and don’t start any problems. It’s a safer environment for me to drive the bus and for the passengers. I don’t have to worry about calling the BOC or having to deal with unruly riders.”
  - “It’s a big help for us as Operators when we can just focus on driving the bus.”
- The primary request from Operators is that bus riding efforts continue, and their main question was sustainability and expansion.



# Metro Transit Security Staffing

**FY23 Active Budget: 213 uniformed FTEs deployed over three shifts:**

Staffing*	Function	Scope of Work
54	Code of Conduct	Deployed mainly across the rail system, with only 4 TSOs deployed to board buses on one bus line/week.
25	Mobile Patrol	Responds to calls for service at Metro's division, patrol parking structures/lots, layover zones – do not conduct fare or Code enforcement.
25	Union Station Gateway	Fixed security inside building, interior and exterior roving patrols.
16	Rail Safety	Opens and closes heavy rail stations.
14	Revenue	Security oversight for revenue services.
14	Supervision	Sergeants and Lieutenants
15	Security Control Specialists	Trained dispatchers dedicated to the Security Operations Center. (11) to start end of March.
2	Operations Support	Consists of one sergeant in support of Special Events and one sergeant as the Training Coordinator.
5	Long Term-Leave	
12	In Training	Recently hired and are undergoing training
31	In Recruitment	(10) TSOI to start on March 20 <sup>th</sup> ; (8) TSOI in background check stage; (5) TSOII in final stages; (6) SGT in final stages; (2) LT in final stages.

*\*As of March 8<sup>th</sup>.*

# Recommendation

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Amend the FY23 Budget to add 48 Metro Transit Security positions:

- (44) Transit Security Officers
  - 22 armed/22 unarmed
- (3) Supervisors
- (1) Director, Transit Security [Captain]

# Thank You

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