

Metro

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



Agenda - Final

Thursday, March 22, 2018

9:00 AM

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

Board of Directors - Regular Board Meeting

*Eric Garcetti, Chair
Sheila Kuehl, Vice Chair
James Butts, 2nd Vice Chair
Kathryn Barger
Mike Bonin
Jacquelyn Dupont-Walker
John Fasana
Robert Garcia
Janice Hahn
Paul Krekorian
Ara Najarian
Mark Ridley-Thomas
Hilda Solis
Carrie Bowen, non-voting member
Phillip A. Washington, Chief Executive Officer*

**A written request to address the Board should be submitted to the Board Secretary in person at the meeting prior to the item being called for discussion. Once discussion on an item begins, requests to speak on that item will no longer be accepted.*

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

PUBLIC INPUT

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

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

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

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

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

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

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

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

CALL TO ORDER**ROLL CALL**

1. APPROVE Consent Calendar Items: 2, 5, 6, 8, 9, 10, 11, 17, 20, 21, 22, 24, and 32.

CONSENT CALENDAR

2. **SUBJECT: MINUTES**

[2018-0091](#)**RECOMMENDATION**

APPROVE Minutes of the Regular Board Meeting held March 1, 2018.

Attachments: [Minutes of the Regular Board Meeting held March 1, 2018](#)

FINANCE, BUDGET AND AUDIT COMMITTEE RECOMMENDED (4-0) AND AD HOC CUSTOMER EXPERIENCE COMMITTEE RECOMMENDED (4-0) APPROVAL OF THE FOLLOWING:

5. **SUBJECT: TRANSFER ON 2ND BOARDING CUSTOMER READINESS EFFORTS**

[2018-0051](#)**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. REPLACE Day Pass sales onboard bus with ability to purchase Stored Value and Metro base fare onboard bus;
- B. ELIMINATE tokens and transition to TAP;
- C. IMPLEMENT a consistent \$2 fee for TAP cards system-wide; and
- D. FIND that the proposed change in adding Stored Value sales aboard buses results in a Disparate Impact (See Attachment D) but there is substantial legitimate justification for the proposed change and there are no alternatives that would have a less disparate impact on minority riders.

Attachments: [Attachment A - Transfer on 2nd Boarding BoardReport](#)
[Attachment B - Decline of Onboard DayPass Sales](#)
[Attachment C - TitleVI Day Pass Removal](#)
[Attachment D - TitleVI Stored Value Add](#)
[Attachment E - Token Sale Analysis](#)
[Attachment F - Title VI Token Transition to TAP](#)
[Attachment G - Title VI TAP Card Cost](#)
[Attachment H - Public Hearing Notice](#)
[Attachment I - Frequently Asked Questions](#)
[Attachment J - Public Hearing Summary](#)
[Attachment K - Implementation Timeline](#)
[Presentation](#)

PLANNING AND PROGRAMMING COMMITTEE RECOMMENDED (3-0-1) APPROVAL OF THE FOLLOWING:

- 6. SUBJECT: VERMONT/SANTA MONICA STATION JOINT DEVELOPMENT PROJECT** [2017-0688](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute an 18-month Exclusive Negotiation Agreement and Planning Document (“ENA”) with Little Tokyo Service Center Community Development Corporation (“LTSC” or “the Proposer”) for the development of 1.06 acres of Metro-owned property at the Vermont/Santa Monica Station (“Site”), subject to resolution of protest(s), if any.

Attachments: [Attachment A - Site Map](#)
[Attachment B - Procurement Summary](#)
[Presentation](#)

PLANNING AND PROGRAMMING COMMITTEE RECOMMENDED (4-0) APPROVAL OF THE FOLLOWING:

- 8. SUBJECT: METRO BIKE SHARE EXPANSION ENVIRONMENTAL AND TITLE VI ANALYSES** [2017-0916](#)

RECOMMENDATION

CONSIDER:

- A. ADOPTING the Metro Bike Share Phase III through V Expansion Environmental Analysis findings that the expansion qualifies for a Categorical Exemption under Section 15303 (Class 3), New Construction

- or Conversion of Small Structures (Attachment A);
- B. AUTHORIZING staff to file the Notice of Exemption for the Phase III through V Expansion;
- C. ADOPTING the Phase III through V Expansion Title VI and Environmental Justice Analysis findings that there is no Disparate Impact and no Disproportionate Burden associated with the expansion (Attachment B); and
- D. AUTHORIZING the CEO to negotiate and execute an amendment to the Memorandum of Understanding (MOU) between the City of Los Angeles and Metro to expand the Metro Bike Share service area with reallocated equipment within these Environmentally, Title VI, and Environmental Justice cleared areas.

Attachments: [ATTACHMENT A - Environmental Analysis for Phase III through V Expansion](#)
[ATTACHMENT B - Title VI and Environmental Justice Analysis](#)
[Presentation](#)

PLANNING AND PROGRAMMING COMMITTEE RECOMMENDED (4-0) APPROVAL OF THE FOLLOWING:

9. **SUBJECT: CAP-AND-TRADE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)** [2018-0007](#)

RECOMMENDATION

APPROVE the Resolution in Attachment A to:

- A. AUTHORIZE the Chief Executive Officer (CEO) or his designee to claim \$24,719,649 in fiscal year (FY) 2017-18 LCTOP grant funds for one year of Gold Line Foothill Extension Phase 2A operations and one year of Expo Line Phase 2 operations;
- B. CERTIFY that Metro will comply with LCTOP Certification and Assurances and the Authorized Agent requirements; and
- C. AUTHORIZE the CEO or his designee to execute all required documents and any amendments with the California Department of Transportation.

Attachments: [Attachment A - Resolution for FY2017-18 LCTOP Funding](#)
[Attachment B - Funding Table](#)

**SYSTEM SAFETY, SECURITY AND OPERATIONS COMMITTEE RECOMMENDED (3-0)
APPROVAL OF THE FOLLOWING:**

10. SUBJECT: ASSIGNMENT OF BUSES TO GARDENA MUNICIPAL BUS LINES [2018-0004](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to negotiate and execute an Assignment Agreement with Gardena Municipal Bus Lines (GTrans) for 46 of the Option 40-foot CNG transit buses under Contract No. OP28367-000, Part A from El Dorado National (California), Inc. ("ENC") at no cost to Metro.

Attachments: [Attachment A - GTrans Letter Request](#)

**SYSTEM SAFETY, SECURITY AND OPERATIONS COMMITTEE RECOMMENDED (3-0)
APPROVAL OF THE FOLLOWING:**

11. SUBJECT: MEMBERSHIP ON METRO SERVICE COUNCILS [2017-0900](#)

RECOMMENDATION

APPROVE the nominee for membership on Metro's San Gabriel Valley Service Council.

Attachments: [Attachment A - Listing of Qualifications 3-22-2018](#)
[Attachment B - SGV COG Nomination Letter](#)

**SYSTEM SAFETY, SECURITY AND OPERATIONS COMMITTEE RECOMMENDED (4-0)
APPROVAL OF THE FOLLOWING:**

17. SUBJECT: PROCUREMENT OF FIVE 60' ARTICULATED ZERO EMISSION TRANSIT BUSES [2016-0836](#)

RECOMMENDATION

CONSIDER:

A. AUTHORIZING the Chief Executive Officer (CEO) to execute Modification No. 1 to the firm fixed price Contract No. OP28367-001, Part D, awarded to New Flyer of America (NF) for the:

1. Increase in the base contract procurement of 60 foot zero emission vehicles from a quantity of thirty-five (35) to forty (40);
2. Increase in the quantity of On-Route chargers from seven (7) to eight (8) and Shop chargers from one (1) to two (2); and
3. Increase the contract amount by \$7,371,287, from \$51,211,033 to \$58,582,320.

- B. AUTHORIZING the CEO to increase the price for Optional Vehicle Features, Spare Parts, and Training Aids by \$530,575 from a not-to-exceed amount of \$8,839,064 to a not-to-exceed amount of \$9,369,639; and
- C. INCREASING the life-of-project budget of CP 201073 from \$72,101,419 to \$80,003,282 for the purchase of forty zero emission buses, charging equipment, installation costs, infrastructure upgrades, and contingency.

Attachments: [Attachment A - Procurement Summary](#)
[Attachment B - Contract Modification](#)
[Attachment C - DEOD Summary](#)
[Attachment D - FUNDING EXPENDITURE](#)

CONSTRUCTION COMMITTEE RECOMMENDED (4-0) APPROVAL OF THE FOLLOWING:

20. SUBJECT: ENWAVE LOS ANGELES UTILITY COOPERATIVE AGREEMENT [2018-0016](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute the Utility Cooperative Agreement (UCA) between Metro (Authority) and Enwave Los Angeles (“Enwave”) for support services associated with Metro’s construction projects.

Attachments: [Attachment A - Utility Cooperative Agreement](#)

CONSTRUCTION COMMITTEE RECOMMENDED (4-0) APPROVAL OF THE FOLLOWING:

21. SUBJECT: METRO BLUE LINE TRACK AND SYSTEM REFURBISHMENT [2018-0011](#)

RECOMMENDATION

ESTABLISH a Life-of-Project (LOP) Budget of \$90,779,817, utilizing \$44,581,402 available FY19 funds from existing capital projects, for the Metro Blue Line Track and System Refurbishment Project (205115).

Attachments: [Attachment A - Expenditure Plan](#)

EXECUTIVE MANAGEMENT COMMITTEE RECOMMENDED (3-0) APPROVAL OF THE FOLLOWING:

22. SUBJECT: METRO TALENT DEVELOPMENT BENCH [2018-0025](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. AWARD four-year, fixed rate task order based bench Contract Nos. PS45898000 through PS45898010, with the following firms: Grawbowski Collaborative Consulting, Insight Strategies, Inc., Kaygen Inc., Lopez and Company, LLP., MilliMicro Systems Inc., Newleaf Training and Development, OGX Consulting, Organic Communications, LLC., PROTRANS, Cynthia M. Ruiz & Associates, and The Greg Group, for Talent Development Services, for a not-to-exceed amount of \$931,054 for the two-year base term effective April 1, 2018 through March 31, 2020, plus \$465,526 for each of the two, one-year options, for a combined total amount not-to-exceed \$1,862,106, subject to resolution of protest(s) if any; and
- B. EXECUTE Task Orders under these Contracts for Talent Development services in a total amount not-to-exceed \$1,862,106.

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

[Attachment B - DEOD Summary](#)

EXECUTIVE MANAGEMENT COMMITTEE RECOMMENDED (5-0) APPROVAL OF THE FOLLOWING:

24. SUBJECT: FEDERAL LEGISLATION

[2018-0002](#)

RECOMMENDATION

ADOPT staff recommended positions:

- A. S.B. 2320 (Cornyn) - Building United States Infrastructure and Leveraging Development Act or the BUILD Act - **SUPPORT**
- B. H.R. 1458 (Blumenauer) - Raise And Index to Sustainably and Efficiently Invest in Transportation Act of 2017 or the RAISE IT Act - **SUPPORT**

Attachments: [Federal Legislation - Attachment A - S 2320 \(Cornyn-Warner\)](#)

[Federal Legislation - Attachment B - HR1458 \(Blumenauer\)](#)

SYSTEM SAFETY, SECURITY AND OPERATIONS COMMITTEE RECOMMENDED (4-0) APPROVAL OF THE FOLLOWING:

32. SUBJECT: CONTRACTED BUS SERVICES - NORTH REGION

[2018-0052](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute Modification No. 3 to Contract No. OP35903018 with Transdev Services, Inc. (Transdev) for North Region Contract Bus Services, increasing the total not-to-exceed contract value by \$10,250,000 from \$62,245,053 to \$72,495,053.

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

NON-CONSENT

3. **SUBJECT: REPORT BY THE CHAIR** [2018-0124](#)

RECOMMENDATION

RECEIVE report by the **Chair**.

4. **SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER** [2018-0125](#)

RECOMMENDATION

RECEIVE report by the **Chief Executive Officer**.

PLANNING AND PROGRAMMING COMMITTEE FORWARDED WITHOUT RECOMMENDATION:

7. **SUBJECT: OPEN STREETS CYCLE 3** [2017-0888](#)

RECOMMENDATION

AUTHORIZE the Metro Open Streets Grant Program Cycle Three Application and Guidelines (Attachment B).

Attachments: [Attachment A - June 27, 2013 Board Motion #72](#)
[Attachment B - Open Streets Cycle Three Application Package & Guidelines](#)
[Attachment C - Open Streets Grant Program Cycle Two Summary and Funding Recommendation Presentation](#)

14. **SUBJECT: QUARTERLY UPDATE ON METRO'S HOMELESS OUTREACH EFFORTS** [2018-0047](#)

RECOMMENDATION

RECEIVE oral update on Metro's Homeless Outreach Efforts.

Attachments: [Attachment A - Metro Transit Homeless Action Plan Presentation](#)

31. **SUBJECT: EASTSIDE TRANSIT CORRIDOR PHASE 2 STATUS UPDATE** [2018-0088](#)

RECOMMENDATION

RECEIVE oral status update on Eastside Transit Corridor Phase 2.

Attachments: [Attachment A Project Area Map Presentation](#)

34. SUBJECT: SB1 STATUS AND IMPLEMENTATION [2018-0090](#)

RECOMMENDATION

RECEIVE oral update on SB1 Status and Implementation.

Attachments: [Presentation](#)

35. SUBJECT: FREE METRO TRANSIT SERVICE ON EARTH DAY 2018 [2018-0121](#)

RECOMMENDATION

APPROVE free METRO transit service on Earth Day (April 22, 2018).

Attachments: [Attachment A - Letter from Chair Garcetti](#)

END OF NON-CONSENT ITEMS

36. SUBJECT: CLOSED SESSION[2018-0126](#)**RECOMMENDATION**

CLOSED SESSION:

- A. Conference with Legal Counsel - Existing Litigation - G.C. 54956.9(d)
(1)
City of Beverly Hills v. LACMTA, LASC Case No. BS144164

- B. Conference with Real Estate Negotiator - G.C. 54956.8
 - 1. Property Description: 9385 and 9393 Wilshire Boulevard,
Beverly Hills
Agency Negotiator: Velma C. Marshall
Negotiating Party: Martin C. May
Under Negotiation: Price and Terms

 - 2. Property Description: 5804 Crenshaw Boulevard, Los Angeles
Agency Negotiator: Carol A. Chiodo
Negotiating Party: Lee Family Trust
Under Negotiation: Price and Terms

 - 3. Property Description: 1137 East Redondo Boulevard, Inglewood
Agency Negotiator: Carol A. Chiodo
Negotiating Party: Youth Justice Center
Under Negotiation: Price and Terms

- C. Public Employment - G.C. 54957(b)(1)
Title: Chief Ethics Officer

GENERAL PUBLIC COMMENT

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

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

Adjournment



Board Report

File #: 2018-0091, **File Type:** Minutes

Agenda Number: 2.

**REGULAR BOARD MEETING
MARCH 22, 2018**

SUBJECT: MINUTES

RECOMMENDATION

APPROVE Minutes of the Regular Board Meeting held March 1, 2018.

Metro

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



MINUTES

Thursday, March 1, 2018

9:00 AM

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

Board of Directors - Regular Board Meeting

Eric Garcetti, Chair
Sheila Kuehl, Vice Chair
James Butts, 2nd Vice Chair
Kathryn Barger
Mike Bonin
Jacquelyn Dupont-Walker
John Fasana
Robert Garcia
Janice Hahn
Paul Krekorian
Ara Najarian
Mark Ridley-Thomas
Hilda Solis
Carrie Bowen, non-voting member
Phillip A. Washington, Chief Executive Officer

CALLED TO ORDER AT: 9:10 a.m.

ROLL CALL

1. APPROVED Consent Calendar Items: 2, 6, 7, 40, 11, 13, 14, 15, 16, 20, 22, 23, 27, **28, and 33.

**Requires two-thirds vote of the Full Board

Consent calendar items were approved by one motion except for Item 10 which was held by a Director for discussion and/or separate action

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	Y	Y	Y	Y	Y	Y	A	A	Y	A

2. **SUBJECT: MINUTES** 2018-0015

APPROVED ON CONSENT CALENDAR Minutes of the Regular Board Meeting held January 25, 2018.

3. **SUBJECT: REPORT BY THE CHAIR** 2018-0057

RECEIVED report by the Chair.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	P	P	P	P	P	P	P	P	A	A	P	P

4. **SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER** 2018-0058

RECEIVED report by the Chief Executive Officer.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	P	P	P	P	P	P	P	A	P	A	P	P

PK = P. Krekorian	HS = H. Solis	KB = K. Barger	RG = R. Garcia
JF = J. Fasana	JB = J. Butts	JDW = J. Dupont-Walker	
JH = J. Hahn	EG = E. Garcetti	MRT = M. Ridley-Thomas	
MB = M. Bonin	SK = S. Kuehl	AN = A. Najarian	

LEGEND: Y = YES, N = NO, C = HARD CONFLICT, S = SOFT CONFLICT ABS = ABSTAIN, A = ABSENT, P = PRESENT

5. SUBJECT: I-710 SOUTH EIR/EIS PROJECT

2017-0849

ADOPTED AS AMENDED Alternative 5C as the Locally Preferred Alternative (LPA) for the I-710 South Corridor Project to advance into the Final Environmental Document.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
Y	Y	Y	Y	Y	A	Y	Y	A	Y	Y	Y	Y

BONIN AMENDMENT that Staff returns to the Board for approval of a list of the green-lighted early action projects with a corresponding analysis of:

- a) Safety benefits;
- b) Mobility enhancements;
- c) Air quality improvements; and
- d) Displacement avoidance strategy commitments.

KUEHL AMENDMENT: would like to see a program that uses Metro's Local Hire and Project Labor Agreement

FASANA AMENDMENT: need ExpressLanes on the 710 and report back on how to dedicate more lanes to Zero Emission vehicles.

5.1 SUBJECT: REVISED MOTION BY DIRECTORS HAHN, SOLIS, GARCIA, AND DUPONT-WALKER

2018-0053

APPROVED:

REVISED MOTION BY DIRECTORS HAHN, SOLIS, GARCIA, AND DUPONT-WALKER to direct the Metro CEO and Staff to, as part of, staff recommended Locally Preferred Alternative 5c:

- A. Change the Zero Emission/Near Zero Emission truck technology development program to the phased-in "Zero Emission Truck Technology Development Program."

(Continued on next page)

(Item 5.1 – continued from previous page)

- B. Increase program funding target from \$100 million to \$200 million, and include in the Program incentives and grants investment in the acceleration of zero emission technology both for long hauling trucks and for freeway infrastructure, including but not limited to, “under the pavement” vehicle charging capacity as options to consider.

- C. Convene a working group comprised of the California Air Resources Board (CARB), California State Department of Transportation (Caltrans), Southern California Association of Governments (SCAG), South Coast Air Quality Management District (AQMD), California Transportation Commission (CTC), the Ports of Los Angeles and Long Beach, zero-emission industry_ experts and other key stakeholders to develop a policy recommendation for a full, zero-emission only, dedicated lane including, but not limited to “rechargeable roadways” on the entire 19 mile long stretch of the 710 freeway, as part of the reevaluation of the remaining elements of Alternative 5c, after the Early Action Projects have been completed.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
Y	Y	Y	Y	Y	A	Y	Y	A	Y	Y	Y	Y

5.2 SUBJECT: MOTION BY DIRECTORS SOLIS, GARCIA, RIDLEY-THOMAS, BUTTS, NAJARIAN, AND HAHN **2018-0068**

APPROVED:

MOTION BY DIRECTORS SOLIS, GARCIA, RIDLEY-THOMAS, BUTTS, NAJARIAN, AND HAHN that the Board adopt Alternative 5C as the Locally Preferred Alternative for the I-710 South Corridor Project FEIR/FEIS (inclusive of Motion 22.1 from October 2015) and expedite the delivery of an Early Action Program (EAP) that emphasizes the following:

- A. Projects that deliver the most immediate and significant benefits related to safety, mobility and air quality;

- B. Projects that can be implemented with minimal or no displacement of residences, businesses, and sensitive land uses;

- C. Developing a local/targeted hiring policy that is applicable to any and all eligible funding sources;

(Continued on next page)

(Item 5.2 – continued from previous page)

- D. Conduct an operational performance analysis upon completion of the Early Action Program utilizing the most current State and local evaluation measures and standards to re-evaluate and re-validate the remaining elements of Alternative 5C, especially identifying opportunities to further reduce property impacts;
- E. Return to the board upon completion of the aforementioned directive to seek further consideration and authorization related to implementing the balance of improvements in Alternative 5C; and

FURTHER that the Board direct the CEO to establish a working group with the freight industry, air quality regulators, transportation and metropolitan planning agencies, the Gateway Council of Governments and other relevant stakeholders to explore the lead authorities, financial impact and other implementation factors related to:

- A. Develop a strategic plan that is consistent with the South Coast Air Quality Management Plans, which expedites the transition from diesel freight trucks to near-zero emission vehicles as soon as possible and outlines a transition to zero-emission vehicles as the cleanest, most reliable technology becomes available;
- B. Host an industry forum aimed at stimulating and accelerating the deployment of cleaner freight truck alternatives. The forum shall include, but not be limited to topics such as funding and financing, public-private partnerships, new technologies, on- and off-dock rail support facilities, best practices research and development, demonstration programs (example: rechargeable roadways), creative purchase/lease incentive programs, etc.;
- C. Develop and evaluate multiple scenarios for a comprehensive congestion demand management program, to be evaluated independently, that focuses on separating freight and non-freight vehicles (i.e. dedicated toll lanes) within the existing rights of way on freeways facilities throughout Los Angeles County with priority on Near-Zero and Zero-Emission vehicles;

(Continued on next page)

(Item 5.2 – continued from previous page)

- D. Develop an overarching transportation demand management (TDM) strategy consistent with the larger, previously approved TDM strategy development process that will minimize the impact of goods movements and people in the surrounding communities along the I-710 corridor.

FURTHER that the CEO works with the Gateway Cities Council of Governments to assess the effectiveness and recommend potential improvements to the community participation structure that was established for the environmental review period. Report back to the board in 120 days.

FURTHER that, as part of its NextGen Bus Study, Metro evaluate the feasibility of implementing high-frequency bus service in accordance with Motion 22.1 (October 2015).

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
Y	Y	Y	Y	Y	A	Y	Y	A	Y	Y	Y	Y

6. SUBJECT: COLLECTION AGENCY FOR METRO EXPRESSLANES 2017-0806

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a three year revenue generating Contract No. PS44600000 to Professional Account Management, LLC (subsidiary of Duncan Solutions, Inc.) for the ExpressLanes program collection services. Compensation shall be provided on a contingency basis based on a percentage of outstanding debt recovered on behalf of Metro ExpressLanes with a fourteen percent (14%) deduction. The period of performance for this Contract will be three years with two one-year options for a total of five years, subject to resolution of protest(s), if any.

7. SUBJECT: I-5 NORTH CAPACITY ENHANCEMENTS FROM SR-134 TO SR-118 2017-0862

AUTHORIZED ON CONSENT CALENDAR Contract Modification No. 160 (CCO 160) by California Department of Transportation (Caltrans) for the construction contract of Segment 3 of the I-5 North Capacity Enhancements Project between SR-134 and SR-118 (Project) under Funding Agreement No. MOU.P0008355/8501A/A6, in the amount of \$1,803,400.00 within the LOP budget.

10. SUBJECT: TAP GIFT CARD SALES AND RELOAD PROGRAM 2017-0796

CARRIED OVER TO APRIL BOARD: AUTHORIZE the Chief Executive Officer to award a five-year, revenue-generating Contract No. PS43741000 to Interactive Communications International, Inc. (InComm) for the distribution of TAP gift cards for purchase at retail gift card kiosks at major chain stores to satisfy customer demand for more TAP sales locations.

11. SUBJECT: INVESTMENT POLICY 2017-0594

APPROVED ON CONSENT CALENDAR:

- 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.

12. SUBJECT: PROPOSITION C BONDS 2017-0840

ADOPTED a resolution, Attachment A, that:

- A. AUTHORIZES the issuance of bonds by competitive sale to refund the Proposition C Series 2008-A Bonds, consistent with the Debt Policy;
- B. APPROVES the forms of Notice of Intention to Sell Bonds, Notice Inviting Bids, Supplemental Trust Agreement, Continuing Disclosure Agreement, Escrow Agreement, and Preliminary Official Statement on file with the Board Secretary as set forth in the resolution all as subject to modification as set forth in the resolution; and
- C. AUTHORIZES taking all action necessary to achieve the foregoing, including, without limitation, the further development and execution of bond documentation associated with the issuance of the refunding bonds.

(REQUIRED SEPARATE, SIMPLE MAJORITY BOARD VOTE)

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
Y	Y	Y	Y	A	A	Y	A	A	Y	A	Y	A

(Continued on next page)

(Item 12 – continued from previous page)

13. SUBJECT: DEBT MANAGEMENT **2017-0841**

ADOPTED ON CONSENT CALENDAR the Debt Policy (Attachment A).

14. SUBJECT: LOCAL RETURN BORROWING **2017-0842**

APPROVED ON CONSENT CALENDAR Local Return Borrowing Guidelines to establish procedures for borrowings secured by Proposition A (Prop A), Proposition C (Prop C), Measure R and Measure M Local Return (LR) funds as described in Attachment A. Approve incorporating the Local Return Borrowing Guidelines into the Guidelines for Prop A, Prop C, Measure R, and Measure M local return programs.

15. SUBJECT: TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT PROGRAM **2017-0625**

APPROVED ON CONSENT CALENDAR:

- A. AWARDING \$3,080,500 for Transit Oriented Development (TOD) Grants to the 8 recommended jurisdictions as shown in Attachment A;
- B. AUTHORIZING the Chief Executive Officer (CEO) or designee to execute Grant Agreements for funds awarded; and
- C. AMENDING the Round 5 TOD Planning Grant Program Guidelines (Attachment B).

16. SUBJECT: BLUE LINE FIRST/LAST MILE PLAN **2017-0720**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to execute Modification No. 5 to Contract No. PS6130400 with Fehr & Peers, for the Blue Line First/Last Mile Plan for feasibility analysis necessary to refine project ideas, in the amount of \$206,285, increasing the total contract value from \$417,302 to \$623,587.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
			C			C						

17. SUBJECT: WEST SANTA ANA BRANCH TRANSIT CORRIDOR

2017-0859

RECOMMENDATION

APPROVED:

- A. EXPANDING the northern study options;
- B. RECEIVING AND FILING the:
 - 1. Update on Public Private Partnership procurement; and
 - 2. Status of Transit-Oriented Communities efforts.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
Y	Y	Y	Y	Y	A	Y	A	A	Y	A	Y	Y

20. SUBJECT: LOS ANGELES UNION STATION FORECOURT AND ESPLANADE IMPROVEMENTS

2017-0743

APPROVED ON CONSENT CALENDAR:

- A. CERTIFYING the Final Environmental Impact Report (FEIR);
- B. AUTHORIZING the Chief Executive Officer (CEO) to file a Notice of Determination with the Los Angeles County Clerk and State of California Clearinghouse;
- C. ADOPTING the:
 - 1. Findings of Fact and Statement of Overriding Considerations in accordance with the California Environmental Quality Act (CEQA) and
 - 2. Mitigation Monitoring and Reporting Plan (MMRP); and
- D. APPROVING Alternative 3 as the Preferred Alternative.

22. SUBJECT: UNCONSTRAINED PROJECT ADDITIONS AND REVISIONS TO THE SCAG REGIONAL TRANSPORTATION PLAN

2017-0908

APPROVED ON CONSENT CALENDAR:

- A. APPROVING the list of additional and revised financially unconstrained projects (see Attachment A) to submit to the Southern California Association of Governments (SCAG) for inclusion in its Regional Transportation Plan (RTP); and

(Continued on next page)

(Item 22 – continued from previous page)

- B. REQUESTING that SCAG amend the 2016 Regional Transportation Plan (RTP) Strategic Project list to include the project revisions and additions.

**23. SUBJECT: METRO GREEN LINE FIBER OPTIC CABLE 2017-0845
FOR EMERGENCY TRIP SYSTEM**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award Contract No. OP45636000 to JM Fiber Optics, Inc. to furnish and install fiber optic cable for the emergency trip system along the Metro Green Line (MGL) right-of-way, for a total amount of \$2,767,890, effective March 2018 through February 2020; subject to resolution of protest(s), if any.

**27. SUBJECT: TAP ONLY FARE PAYMENT FOR ALL DOOR 2017-0802
BOARDING ON METRO RAPID 720 & 754**

APPROVED ON CONSENT CALENDAR:

- A. RECEIVING AND FILING Public Comment Report on 'TAP Only' All Door Boarding (ADB) implementation for Metro Rapid Lines 720 (Wilshire Bl) and 754 (Vermont Av); and
- B. APPROVING TAP as the only valid fare payment option for All Door Boarding on Metro Rapid 720 & 754

**28. SUBJECT: METRO GREEN LINE (MGL) TRACK CIRCUITS AND 2017-0844
TRAIN-TO-WAYSIDE COMMUNICATION (TWC)
UPGRADE**

APPROVED ON CONSENT CALENDAR BY 2/3 VOTE:

- A. AUTHORIZING the Chief Executive Officer to award Contract No. OP43306000 to Ansaldo STS USA, Inc. for the upgrade of the MGL track circuits and train-to-wayside equipment, for an amount of \$18,655,966.78, effective March 2018 through February 2023; and
- B. AWARDING a single source procurement, pursuant to California Public Utilities Code Section 130237. The MGL track circuits and TWC are proprietary and Ansaldo STS is the sole manufacturer of the components. The components are needed for integration with the existing Ansaldo Microlok II Train Control System in use on the MGL.

33. SUBJECT: METRO EQUITY PLATFORM FRAMEWORK

2017-0912

RECOMMENDATION

APPROVED ON CONSENT CALENDAR Metro's Equity Platform Framework.

38. SUBJECT: CLOSED SESSION

2018-0055

A. Conference with Legal Counsel - Existing Litigation - G.C. 54956.9(d)(1)

- 1. Barre Enthusiasts, LLC v. LACMTA, LASC Case No. BC646237

APPROVED settlement in the amount of \$225,000.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
Y	Y	Y	Y	Y	A	Y	A	Y	Y	Y	A	Y

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

- 1. Property Description: 2029-2049 Century Park East, Los Angeles
 Agency Negotiator: Velma C. Marshall
 Negotiating Party: JP Morgan Asset Management
 Under Negotiation: Terms and Price

NO REPORT.

ADJOURNED AT 2:01 p.m.

Prepared by: Deanna Phillips
Administrative Analyst, Board Administration



Michele Jackson, Board Secretary



Board Report

File #: 2018-0051, File Type: Policy

Agenda Number: 5.

**FINANCE, BUDGET AND AUDIT COMMITTEE
MARCH 14, 2018
AD HOC CUSTOMER EXPERIENCE COMMITTEE
MARCH 15, 2018**

**SUBJECT: TRANSFER ON 2ND BOARDING CUSTOMER
READINESS EFFORTS**

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. REPLACE Day Pass sales onboard bus with ability to purchase Stored Value and Metro base fare onboard bus;
- B. ELIMINATE tokens and transition to TAP;
- C. IMPLEMENT a consistent \$2 fee for TAP cards system-wide; and
- D. FIND that the proposed change in adding Stored Value sales aboard buses results in a Disparate Impact (See Attachment D) but there is substantial legitimate justification for the proposed change and there are no alternatives that would have a less disparate impact on minority riders.

ISSUE

Onboard bus TAP Day Pass purchases have declined by over 85% since October, 2011. In comparison, Stored Value fare payments are growing and are expected to increase significantly once Transfer on 2nd Boarding is implemented. With approval, onboard Day Pass sales will be replaced with the ability to purchase or reload TAP cards with either Stored Value or base fare at the farebox. This change will align internal efforts with customer demand and make it easier for customers to purchase fare and travel throughout LA County. Day Pass sales will continue to be available online at taptogo.net, by calling 866.TAPTOGO, at Metro Customer Centers, at TAP vending machines located at Metro rail, Silver Line and Orange Line stations, at El Monte Transit Center, at Patsaouras Bus Plaza, and at over 400 TAP vendor locations.

Title VI Analysis for Adding Stored Value Sales onboard Bus

According to the Title VI analysis for adding Stored Value sales aboard bus (See Attachment D), this fare change confers a benefit on a group that is less minority than all riders and that creates a disparate impact. There is no financial barrier to prevent other users from joining the ranks of Stored Value bus riders, and it is expected that this disparate impact will correct itself very quickly due to benefits that are available. There is no other fare structure or media change that could create this benefit and maintain current revenues. In order to proceed with the proposed action, the Board of Directors must pass a motion that there is a substantial legitimate justification for the proposed action, and that no other action having a lesser disparate impact would accomplish the objectives of the proposed action.

The popularity and added security of TAP cards and the elimination of the discounted fare for Metro tokens has caused tokens to become obsolete. At one time, a token was good for one ride at a discounted rate but now a token is worth the same as the regular base fare of \$1.75. Transitioning token customers to TAP will provide customers with faster and safer boardings. Customers will no longer have to search for tokens but will quickly touch their TAP cards to the farebox to board. Registered TAP cards can be replaced if lost or stolen.

The price of TAP cards vary depending on the purchase method. The TAP card cost is \$2 when purchased online, by phone, at a Metro Customer Center or at a retail vendor and \$1 if purchased at a TAP vending machine or on a Metro bus. The actual cost of a TAP card is about \$2 per card and includes producing the TAP card, and its handling and distribution. The discounted rate was introduced at a time to encourage the use of TAP and is no longer recommended. Making this cost to customers consistent across all point of sale locations will rectify inequities, improve customer understanding and encourage customers to retain and reuse their cards.

DISCUSSION

Transfer on 2nd Boarding was approved by the Board in June, 2015 (see Attachment A for Transfer on 2nd boarding Board Report) and is set to be implemented Spring 2018.

Transfer on 2nd Boarding refers to the approved regional interagency transfer policy that eliminates the need for paper transfers for customers transferring between agencies. Transfer fare will be automatically paid with a TAP card when boarding a second transit agency within 2.5 hours from the first boarding. Customers will benefit from faster boardings and will no longer need to carry exact change. TAP cards will be provided to support this improved method of interagency transfers.

1 Million Free TAP card Distribution

The Board approved 1 million free TAP card distribution will prepare customers for Transfer on 2nd Boarding. Additionally, it will also help customers during the transition of tokens to TAP as well as the

implementation of consistent \$2 TAP card cost. TAP staff is working on a distribution plan to ensure these free TAP cards are distributed strategically and efficiently. Distribution recipients include, 24 TAP partner agencies, over 400 TAP retail vendors, Social Service Agencies, Veterans Outreach groups, Metro Customer Relations and Community Relations staff, as well as a variety of Metro Service Planning projects that require TAP cards.

Replace Day Pass Purchases with Stored Value Onboard the Bus

Staff recommends replacing Day Pass sales onboard bus with Stored Value and base fare, (see ATTACHMENT B for onboard Day Pass sales). The findings from the Title VI analysis (see ATTACHMENT C for Title VI analysis for removing Day Pass sales onboard bus) conclude that there is no disparate impact on customers. The findings from the Title VI analysis on adding Stored Value does have a disparate impact because the group of riders who would benefit from the increased convenience of being able to add value to their TAP cards on buses is a significantly less minority when compared to Metro's overall ridership (see ATTACHMENT D for Title VI analysis for adding Stored Value on bus). Day Pass sales will continue to be available online at taptogo.net, by calling 866.TAPTOGO, at Metro Customer Centers, at TAP vending machines located at Metro rail, Silver Line and Orange Line stations, at El Monte Transit Center, at Patsaouras Bus Plaza, and at over 400 TAP vendor locations.

Token Transition to TAP

Staff recommends eliminating Metro tokens as a payment option because they are obsolete due to TAP technology. As token use continues to decline (see ATTACHMENT E for token sale analysis) the TAP card is proven to be a viable, cost effective replacement that enables simpler, safer and automatic farebox collection. A Title VI evaluation of the proposed action found no Disparate Impact as the minority share of token users is not significantly different from the minority share of TAP card users (see ATTACHMENT F for Title VI evaluation for the discontinuation of tokens). Additionally, tokens are no longer cheaper than the base fare, so there is no customer benefit to this method of fare payment. The proposed efforts help to ensure broad availability of TAP media in lieu of tokens, and the de minimis cost due to its 10 year lifespan of the TAP card substantially mitigates this impact.

The implementation plan for phasing out Metro tokens will take place over 18 months. The first 2 months will be dedicated to a customer friendly campaign notifying patrons of final token sale and use dates, and how to transition to TAP. During the third month, Metro token sales will end. However, tokens will be accepted for at least one year. This length of time ensures that customers can utilize their existing tokens and obtain a TAP card. Prior to termination of token sales, TAP will begin distribution of (Board approved) 1 million free TAP cards. Additionally, a special token replacement plan will be implemented for social service agencies and other heavily token-reliant programs.

TAP Card Price Consistency (\$2 everywhere)

Staff recommends that the cost of TAP cards be consistent by making them \$2 across all purchasing platforms (see TABLE 1). There will be an increase of \$1 to customers who purchase TAP cards

onboard the bus and at TAP vending machines located at rail and some bus stations. The extra cost of the TAP card is amortized over its life of about 10 years making the card cost de minimis (see ATTACHMENT G for Title VI evaluation for equalizing TAP card costs). If approved, this card cost consistency will be implemented no later than Summer 2018 following a six week customer facing campaign.

Table 1

	Taptogo.net	866.TAPTOGO	Metro Customer Center	TAP Vendors	TAP Vending Machines	Metro Bus
Current	\$2	\$2	\$2	\$2	\$1	\$1
Proposed	\$2	\$2	\$2	\$2	\$2	\$2

Notice of Public Hearing

Pursuant to Metro’s Administrative Code Section 2-50-025, the notice for this public hearing was provided to the general public as follows:

- Via Metro’s website, metro.net, on a rotating banner
- Via the public hearing landing page, information on proposed recommendations including the notice of public hearing (See Attachment H) and frequently asked questions (See Attachment I)
- Via social media (Facebook and Twitter posts)
- Via posts on The Source discussing proposed recommendations
- Via e-blasts to Metro general information and key stakeholders e-mail lists
- Via printed legal notice of public hearing, published 30 days before the hearing in the following periodicals:

Asian Journal (LA), CA
 Daily News Los Angeles, CA
 LA Opinion, CA
 Panorama, CA
 Rafu Shimpo, CA
 The Korea Times, CA
 World Journal (Chinese Daily News), CA

- Via Metro Briefs as an ad item
- Via a “Take One” brochure onboard Metro buses and trains in 10 Title VI languages
- Messages on hold on 323.GOMETRO

Additional outreach included presentations to the following groups:

- Community Relations All Staff Meeting- 9/22/2017
- Citizen's Advisory Council- 10/25/2017
- Bus Operator Subcommittee- 12/5/2017
- Regional Service Council- 12/13/2017

For a summary of the public hearing results, see Attachment J.

Additional Efforts

Efforts are in progress to increase TAP card accessibility and to ensure TAP operator readiness for implementation of Transfer on 2nd boarding. TAP vendor recruitment efforts have resulted in over 400 vendor locations including 35 Los Angeles County Library locations. TAP plans to install an additional 52 Los Angeles County Library locations within the next year along with a 16 vendor pilot with 7-Eleven. Other efforts include distributing (Board-approved) 1 million free TAP cards and providing technical, and customer communications support to 24 TAP partner agencies.

...Determination_Of_Safety_Impact

DETERMINATION OF SAFETY IMPACT

Reducing the use of cash and increasing TAP use will enhance safety by speeding up boardings. TAP also provides registered cardholders with the benefit of Balance Protection to safeguard their TAP purchase against loss or theft.

FINANCIAL IMPACT

The proposed recommendations are within the limits of FY18 adopted budget. No additional funds are required.

ALTERNATIVES CONSIDERED

The Board could choose not to approve any of the aforementioned recommendations, however this action would not be recommended or consistent with the Board approved Transfer on 2nd Boarding mitigation strategies.

NEXT STEPS

Upon Board approval, staff will execute the following internal and external customer readiness efforts to support seamless implementation of Transfer on 2nd Boarding and fare collection efficiencies (see Attachment K for implementation timeline). Additionally, staff will work with appropriate Metro departments to implement incentives and rewards for customers who pay fare using a TAP card.

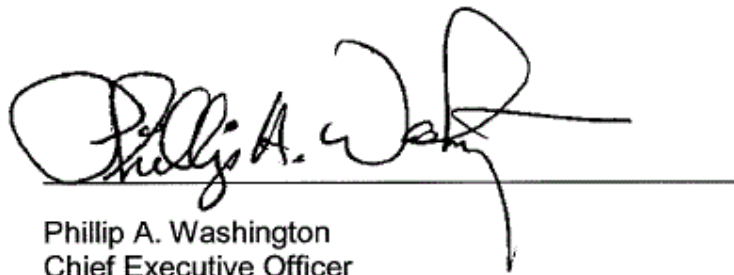
ATTACHMENTS

Attachment A - Transfer on 2nd Boarding Board Report

Attachment B - Decline of Onboard Day Pass Sales
Attachment C - Title VI analysis for removing Day Pass sales onboard bus
Attachment D - Title VI analysis for adding Stored Value on bus
Attachment E - Token sale analysis
Attachment F - Title VI Evaluation of Discontinued Tokens
Attachment G - Title VI Evaluation for \$2 TAP card pricing
Attachment H - Notice of Public Hearing
Attachment I - Frequently Asked Questions
Attachment J - Results of Public Hearing Summary
Attachment K - Implementation Timeline

Prepared by: David Sutton, Executive Officer, TAP (213) 922-5633

Reviewed by: Nalini Ahuja, Chief Financial Officer, OMB (213) 922.2296
Daniel Levy (Title VI), Chief Civil Rights Programs Officer, Office of Civil
Rights (213) 418-3169



Phillip A. Washington
Chief Executive Officer

Metro

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



Board Report

File #:2015-0449

**FINANCE, BUDGET AND AUDIT COMMITTEE
JUNE 17, 2015**

SUBJECT: REGIONAL INTERAGENCY TRANSFER (IAT) POLICY

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATIONS

- A. Adopt the proposed change to the Policy on Use of Interagency Transfers as described in Attachment A.
- B. Adopt finding that the proposed policy change results in a Disparate Impact but there is substantial legitimate justification for the proposed change and there are no alternatives that would have a less disparate impact on minority riders.
- C. Adopt recommendation to distribute up to 1 million TAP cards free to bus riders purchasing transfers in advance of the effective date of the policy to address the underlying cause of the Disparate Impact finding (current TAP card possession).

ISSUE

As of May 2015, the last of the County's transit providers that participate in a regional fare program - EZ transit pass or Inter-Agency Transfers (IATs) - are on TAP. The region is now poised to fully realize the seamless travel across the County envisioned when the TAP program was launched in 2002, improving customer convenience and improving boarding times.

The proposed Policy on the Use of Inter-Agency Transfers (Attachment A) makes the following changes to the current policy by:

- 1) eliminating the paper inter-agency transfer by requiring all transfers to be made with a TAP card;
- 2) paying the transfer fare upon second, rather than first, boarding;
- 3) extending the inter-agency transfer window from 2 to 2 ½ hours; and,
- 4) providing for a single inter-agency transfer within the transfer window.

The new policy would not change the transfer price charged by each transit operator; transfer fares

would still be a local fare policy decision. Further, the new policy would not require change to intra-agency (i.e., within system) transfer policies like those at Metro, LADOT, Culver City BusLines, or Norwalk Transit, but would be integrated to work seamlessly with local TAP transfer policies on an operator-by-operator basis.

DISCUSSION

As the region has migrated to a TAP-based fare collection system over the last decade, IAT policy has presented many challenges because not all IAT-participating operators were on TAP. Operators with TAP capability had to consider the TAP capabilities or lack thereof when providing IATs to their customers. This resulted in the hybrid IAT program that we have today:

- Paper transfers are used for cash-paying customers transferring from bus to bus;
- TAP loaded transfers are used for customers who know they are transferring between TAP-enabled operators. To assist customers who may not know, most agencies load TAP transfers and continue to provide paper IATs;
- TVM-issued paper transfers are issued to customers transferring from Metro Rail to non-TAP operators;
- Limited use TAP “polka dot” transfers are issued to cash-paying customers transferring to Metro Rail or TAP customers transferring to Metro Rail from non-TAP operators.

These transfer accommodations have been difficult to manage for operators and difficult to use for customers. Now that all of the IAT-participating agencies are on TAP, the complexity of the IAT program can be simplified to the mutual benefit of both customers and operators. The policy change would provide an automatic transfer to customers when an eligible transfer boarding is made.

Regional Readiness

Several operators have already taken steps to harness the benefits the TAP system provides for transfer activity. Antelope Valley Transit and Santa Clarita Transit both eliminated paper transfers from their systems in recent years, requiring all customers who wish to transfer to another operator do so with their TAP cards. LADOT began the implementation of internal transfers on TAP with their conversion to the TAP program in 2013. Most recently, Metro implemented it’s own Board-approved internal transfer policy with the two hours of free transfers on TAP as part of the September 2014 fare change.

Beginning with the TAP conversion of Long Beach Transit in April 2014, 14 additional operators have been added to the TAP system bringing the total to 24 TAP enabled operators in the County (Attachment B). As the most recent 14 agencies have prepared for TAP transition over the last year, the region has been discussing the proposed changes to IAT policy through a number of forums including the General Managers’ group, Bus Operators Subcommittee (BOS), and Local Transit Systems Subcommittee (LTSS). Unanimous approval of the proposed policy was achieved by the

General Managers on May 13th, and the BOS on May 19th. Additionally, the policy proposal will be presented to the Citizens Advisory Committee on June 24th.

Should the policy be approved by the Board, a Working Group comprised of operator representatives together with TAP staff will oversee the technical and marketing efforts necessary for implementation.

Policy Changes

There are four significant changes proposed to the IAT policy.

1. Transfers within Los Angeles County would be allowed with a TAP card only. This would eliminate the paper transfers, Rail TVM paper transfers, and TAP "polka dot" transfers currently in use. This would require all base fares whether single ride fares or pass fares to be paid with a TAP card at which time eligibility for a transfer at the next boarding would be encoded on the TAP card. Transfers would not be available for cash-paying customers. However, there will be limited routes that may need to maintain paper transfers for transfers to operators outside Los Angeles County. These routes will be handled on a case-by-case basis.
2. Transfer fare would be deducted when making the second boarding. The customer no longer has to determine need for the transfer as it will happen automatically if the boarding is transfer eligible. Today, the customer requests a transfer on the first vehicle, is provided with a paper transfer, and the paper transfer is provided to the driver of the second vehicle. Under the proposal, the customer would simply tap for both boardings - a base fare would be deducted on the first vehicle and a transfer fare would be deducted on the second vehicle. Revenues are expected to remain unchanged as a result of the policy change but will now be collected on different legs of the trip.
3. The transfer window would be extended to 2.5 hours from the current 2 hour window. The extension of the transfer window was warranted due to increasing traffic congestion and the distance of some routes, particularly those from the Antelope Valley.
4. The policy would provide for a single IAT per base fare boarding. Today, it is each operator's discretion to issue another IAT when a customer boards with an IAT. Most operators, however, do not sell an IAT when presented with an IAT for boarding. The proposed policy would standardize this practice across the region.

Customer Benefits

The benefits to the customer of the proposed policy change include:

- *Speeding up boardings* - Under the new policy, a customer would not need to communicate with the driver to purchase an IAT. The transfer would happen automatically upon making the transfer boarding, ensuring the customer receives the transfer to which they are entitled, and speeding up boardings for all customers.

- *Eliminating necessity to carry exact change* - Restricting IATs to TAP cards only would eliminate the customer's need to carry exact change to purchase a transfer. Instead, riders would add cash to their TAP card. TAP cards can be registered for balance protection, allowing the TAP card balance to be restored should the card be lost or stolen (subject to a \$5 fee).
- *Customer ease of use* - A customer will no longer have to consider all legs of a continuous transit trip when determining when and what transfer to buy at any point along that trip. For example, a Metro customer today will automatically receive a transfer to another Metro route but has to know when he/she is transferring outside of Metro and that an IAT must be purchased. If the IAT is purchased before the Metro transfers are completed, the customer will lose the ability to transfer within Metro. Further, a customer transferring between operators would not need to know the exact cost of the transfer for each operator; the TAP system would recognize the valid transfer boarding and automatically deduct the best fare from the stored value balance.

Operator Benefits

The benefits to regional transit operators include:

- *Faster boarding time* - Under the new structure, a customer will not need to request a specific transaction for the transfer. This new policy would remove the necessity for the customer to communicate with the driver, which will expedite the boarding process and decrease dwell time, therefore increasing efficiency.
- *Encouraging the use of TAP* - The restriction of IATs to TAP cards is intended to add to recent efforts to increase TAP utilization. The new fare structure implemented in September 2014 added two hours of free transfers for customers paying the base fare on a TAP card. Prior to the 2014 fare changes, Metro did not offer intra-agency transfers, which meant that customers had to pay for each boarding. Additionally, the proposed policy change is consistent with the gating of Metro Rail which required all Rail boardings to be made with TAP cards. The proposed change to IATs would restrict all transfers to a TAP card, further increasing the TAP share of overall fare media usage which is 80% TAP for Metro. When customers use TAP, the region's operators can collect more data about when, where, and how the system is being used. This additional data makes for more well-informed decision making with regard to fare policy, transit routes, and scheduling.
- *Reduction of fraud* - Proof of payment for IATs is currently provided to customers in the form of paper transfers. This presents an opportunity for fraud, as paper transfers are relatively easy for passengers to resell or reproduce. Restricting the use of IATs to TAP cards links the original fare and the transfer to the same fare media, and the system would validate base fare

payment before authorizing the transfer. In addition, restricting IATs to TAP cards would eliminate the monetary incentive to resell the transfers since the TAP card itself costs \$1 to \$2.

- *Directly collected IAT revenues* - Under the current IAT structure, the transfer must be purchased upon the first boarding, which means that the agency providing the service for the original boarding collects both the base fare and the IAT fare. The proposed IAT policy would create a new system where the IAT fare would be automatically deducted upon the transfer boarding. This is a fairer and more appropriate fare payment, since the agency providing the transfer service would directly collect the IAT revenue.

Title VI

Metro conducted a Title VI evaluation (Attachment C) for the proposed policy change on behalf of the region. The County's population was divided into eight groups of riders defined by their proximity to a TAP sales location (within ¼ mile walking distance or not), their ability to load their TAP card on a transit vehicle, and whether they have a TAP card already in their possession. The Title VI evaluation found one group of the eight to be disparately impacted by the proposal - a group of 800,000 people who are constituents of Antelope Valley, Foothill Transit, Gardena, Montebello, and Torrance that currently do not have a TAP card, and are not within walking distance of a place to obtain one (though they could add value to it if they had one), and constitutes about 8.3% of all persons within walking distance of fixed route transit.

The proposed TAP-based IAT should be pursued given that more than 91% of the population would not be *Disparately Impacted* nor *Disproportionately Burdened* by the program. Customer convenience for those having to transfer would be improved with faster boarding times, and not having to carry added cash for transfer charges. It is in Metro's interest to pursue improved multi-operator coordination and the provision of seamless fare mechanisms for riders which the proposed program would accomplish. Given the significant investment in TAP, there is no alternative that would provide a consistent multi-operator transfer program without printed fare media than the proposed TAP-based transfer program. Approval of the policy by the Board constitutes that there is no cost-effective alternative to changing the IAT policy and it is in the regional transit operators' business interest to make the change despite the disparate impact finding. Metro and its regional TAP partners will reduce the negative effect of the policy change by conducting an extensive marketing and outreach campaign, including TAP card distribution. This campaign will address the underlying cause of the disparate impact finding.

TAP Sales Locations

Currently, customers can purchase and/or load passes or value to a TAP card from various sources:

- Metro TAP Vending Machines (TVMs) in all 80 rail stations, 17 Orange Line stations, and El Monte Station

- Operator Customer Service Centers
- 393 Third Party TAP Vendors
- Online at taptogo.net
- By telephone at 1-866-TAPTOGO

Additionally, TAP is actively working on expansion of the TAP sales network with the addition of new third party vendors and new TVM locations, and a new mobile app for TAP card sales. Current sales locations are being mapped against the fixed route network to target vendor expansion efforts to those areas with the least access to TAP sales locations.

Marketing and Training

Staff is working with the TAP member agencies on numerous strategies and tactics to ensure successful customer communications on the new transfer policy, including the dissemination of up to 1 million TAP cards in advance of policy implementation. Messaging will include important customer education tools, as well as highlight where TAP cards can be purchased and reloaded. These messages will be consistent throughout a traditional print and digital marketing campaign, with particular emphasis on major transfer rail stations and inter agency connectivity. The marketing committee will also implement an internal campaign to prepare all TAP agency bus and rail operators for the change. This will include in-person trainings, on-site division marketing and materials for operators to distribute to customers.

DETERMINATION OF SAFETY IMPACT

There is no discernable safety impact.

FINANCIAL IMPACT

Adoption and implementation of the proposed policy change would result in annual savings of \$685,000, beginning in FY17, for the printing and processing of the three different paper-based transfer media:

- \$400,000 of savings annually through the elimination of bus-issued paper transfers;
- \$15,000 in Metro Rail TVM-issued paper transfers; and,
- \$270,000 in the production of polka-dot one-time use TAP transfers used by municipal operator patrons transferring to Metro Rail.

Additionally, a decrease in the use of cash has undefined savings on equipment maintenance and cash counting.

There will be a one-time cost of approximately \$750,000 for up to 1 million TAP cards to be made available to the public in preparation for the policy change. The one-time expense is already part of

the FY16 TAP Operation budget.

The proposed policy does not change the cost of an IAT. As such, the proposed changes are not designed to and will not have a significant impact on fare revenues collected.

ALTERNATIVES CONSIDERED

The current Policy on Use of Interagency Transfers can remain in effect. This would require the continued use of paper inter-agency transfers for bus to bus transactions, TVM-issued paper transfers for rail-to-bus transfers, and polka dot TAP transfers for bus-to-rail transfers. However, this would not achieve the same benefits to the riding public. In addition it would not fulfill the objective of the region's transit providers to create a more seamless, coordinated transit system.

NEXT STEPS

If the policy is approved, Metro staff, together with regional TAP partners, will begin the technical efforts to program the policy change into the TAP system, and will initiate a thorough marketing and outreach effort to inform the public. The effective date of the policy change will be agreed upon by the Working Group and is estimated to be in approximately 6 to 9 months due to the time needed to program the TAP system, educate and train each agency's operators, and inform and prepare the public.

Additionally, Metro staff will assist TAP partners with presentation of the Fare Equity Analysis results to their respective Boards/Councils for approval per FTA guidelines.

ATTACHMENTS

Attachment A - Proposed Changes to the Policy on the Use of Inter-Agency Transfers

Attachment B - TAP-Participating Operators

Attachment C - Title VI Evaluation

Prepared by: Kelly Hines, DEO, Finance, (213) 922-4569

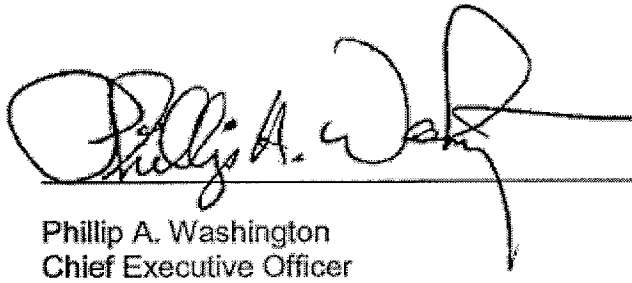
David Sutton, EO, TAP, (213) 922-5633

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Phillip A. Washington
Chief Executive Officer

**Proposed Changes to the
Policy on the Use of Inter-Agency Transfers**

In an effort to promote seamless travel for the public, and in response to state TDA law, included and eligible municipal operators and the LACTMA establish the following revised interagency transfer policy:

~~A transfer that a rider receives from one bus system or Metro Rail line will be accepted by other bus systems or Metro Rail lines for segments of a one-way continuous trip that the rider makes within a two-hour period on any one day. For systems having designated transfer points, the interagency transfer will only be accepted at these points.~~

A rider shall receive one transfer between bus systems or Metro Rail lines operated by different agencies within two and one-half hours of payment of a base fare. If the person is transferring to express or premium service, the operator will follow that system's policy about charging an additional fare for the express/premium service.

~~The rider may use the same transfer for all transfer segments, unless the receiving operator has a policy to collect transfers from boarding passengers. In that event, the bus operator will provide the passenger with a new interagency transfer upon payment of the interagency transfer fare. If the person is transferring to express or premium service, the accepting operator will follow that system's policy about charging an additional fare for the express/premium services. Fares for interagency transfers are determined by the issuing transit system.~~

Transfers shall be made available to customers as follows:

TAP cardholders shall automatically receive one transfer, if applicable, upon boarding their second bus or train within two and one-half hours. Fares for the TAP interagency transfer are determined by the accepting transit system.

TAP Enabled Operators

<u>Operator</u>	<u>TAP Fare Collection Devices</u>
Antelope Valley Transit Authority	Fareboxes
Baldwin Park Transit Lines	Bus Mobile Validators
BurbankBus	Bus Mobile Validators
Carson Circuit	Bus Mobile Validators
Compton Renaissance Transit	Bus Mobile Validators
Culver CityBus	Fareboxes
Foothill Transit	Fareboxes
GTrans (Gardena)	Fareboxes
Glendale BeeLine	Bus Mobile Validators
Huntington Park COMBI	Bus Mobile Validators
LA County	Bus Mobile Validators
LADOT	Driver Control Units/Light Validators
Los Angeles World Airports	Bus Mobile Validators
Long Beach Transit	Bus Mobile Validators
Metro	Fareboxes, Stand Alone Validators, Gates
Montebello Bus Lines	Fareboxes
Monterey Park Spirit Bus	Bus Mobile Validators
Norwalk Transit	Fareboxes
Pasadena Arts	Bus Mobile Validators
Palos Verdes Peninsula Transit Authority	Bus Mobile Validators
Beach Cities Transit (Redondo Beach)	Bus Mobile Validators
Santa Clarita Transit	Fareboxes & Driver Control Units/Light Validators
Big Blue Bus (Santa Monica)	Bus Mobile Validators
Torrance Transit	Fareboxes

**Title VI Evaluation
Replacement of Existing Interagency Transfers
With TAP-Based Method**

This is a Title VI evaluation of the replacement of current methods of providing Interagency Transfers (IATs) with a TAP-based method. The affected operators are those Los Angeles County fixed route service providers that receive some form of formula operating subsidy from the Los Angeles County Metropolitan Transportation Authority (Metro)(Table 1).

**Table 1
Los Angeles County
Formula Funded Fixed Route Operators**

Antelope Valley	Gardena	Norwalk
Beach Cities Transit	Long Beach	Santa Clarita
Culver City	Los Angeles DOT	Santa Monica
Foothill Transit	Metro	Torrance
	Montebello	

For this evaluation the Universe of potentially impacted persons is all persons within one-quarter mile of any bus stop served by one or more of the above operators, and/or within one-half mile of any rail station. Ethnic data for this population is obtained from the 2010 US Census, and Household Income data for this population is obtained from the 2006-2010 American Consumer Survey (ACS). Because the Census data is provided at the block group level, and the ACS data is at the tract level the size of the impacted population is slightly greater for the ACS data (block groups that are more than one-quarter mile from a bus stop would be excluded from the Census data, but could be included in the ACS data if the tract containing such block groups was within that one-quarter mile of a bus stop).

For reference purposes this evaluation will refer to the Ethnic population as the Title VI data, and the Household Income population will be referred to as the Environmental Justice data. The Title VI population consists of 9,648,798 persons of whom 6,826,725 are minorities (70.8%). The Environmental Justice population consists of 9,742,481 persons of whom 1,531,488 are living in households below the federally defined Poverty income levels (15.7%).

Evaluation Methodology

The Universe of potentially impacted persons has been defined as essentially all persons who can walk to fixed route transit. Under current methods any passenger

desiring an IAT may purchase it at the time that they board a bus, or at a rail station at the time that they purchase their rail ticket. In order to be unaffected by the introduction of TAP-based IAT's a passenger must still be within walking distance of the means to purchase the IAT before taking their transit ride. Otherwise, a person would be adversely affected by the new method.

The mechanics of the proposed IAT process require that the passenger have a TAP card with a cash purse holding sufficient value to purchase an IAT. Such a rider would pay their initial fare by whatever means they normally use (either a cash deduction from the TAP card purse, or the use of whatever pass is stored on the TAP card). When the transfer boarding occurs, the cost of the transfer would be debited from the TAP card purse.

The relevant factors for this evaluation are 1) does the rider have a TAP card, or not, and 2) can the rider add value to that TAP card to ensure the ability to pay for the trip. The ability to add value to a TAP card adds an additional level of complexity to this evaluation – some of the fixed route operators have the ability to add value to a TAP card on board a bus and some do not have this capability. In the latter instance, whether a rider remains unaffected by the proposed method will depend on whether or not they are within walking distance of an alternative means of adding value to the TAP card. The alternatives consist of rail and Orange Line stations which have TVM's capable of issuing and upgrading TAP cards, or customer service outlets which can sell and/or upgrade TAP cards (there are several hundred of these). The possible combinations of these factors and nature of rider impacts are shown in Table 2.

This evaluation assumes that having to purchase a TAP card is inconsequential because the \$1-\$2 cost of the card can be amortized over its multiple year validity. Therefore, the No TAP Card riders whose only potential adverse impact would be the need to buy a TAP card are considered to be Not Impacted as long as they are otherwise able to walk to a location where they can add value to the card.

As can be seen from Table 2 there are three scenarios that result in an adverse impact for riders so situated:

1. The rider has No TAP Card and adding value to the TAP purse on the bus has no value because they are not within walking distance of a location where they could obtain the TAP card itself;
2. The rider has a TAP Card but cannot add value to it anywhere; and
3. The rider has No Tap Card and cannot add value to it or buy one.

Table 2
Rider Impact Categorizations

	<u>TAP Card</u>	<u>No TAP Card</u>
Can Add Value Can Walk to Outlet	No Impact	No Impact
Can Add Value Cannot Walk to Outlet	No Impact	Adverse Impact
Cannot Add Value Can Walk to Outlet	No Impact	No Impact
Cannot Add Value Cannot Walk to Outlet	Adverse Impact	Adverse Impact

Results of Evaluation

The next step in this evaluation was to determine the number of persons associated with each Impact Category, and for the potential Adverse Impact categories, whether or not the resulting impacts were Disparate (disproportionately affecting minorities) or imposed a Disproportionate Burden (disproportionately impacted persons in Poverty).

Metro has defined a Disparate Impact as an adverse impact affecting a group having an absolute 5% greater minority share than the overall population (Universe) (in this instance, $70.8\% + 5\% = 75.8\%$ or greater) or a 20% greater share ($70.8\% \times 1.20 = 85.0\%$). This evaluation uses the lesser threshold of 75.8%. A Disproportionate Burden has been defined as an adverse impact affecting a group having an absolute 5% greater Poverty share ($15.7\% + 5\% = 20.7\%$), or a 20% greater Poverty share than the overall population (in this instance, greater than $15.7\% \times 1.20 = 18.8\%$ or greater). This evaluation uses the lesser share of 18.8%.

The first adversely impacted group consists of those riders who do not have a TAP card, but could add value to it if they did. This is the non-TAP card portion of the second group in Table 3. The minority share of this group (75.9%) exceeds the Disparate Impact threshold (75.8%) so this group is **Disparately Impacted**. The Poverty share (14.7%) is less than the threshold for Disproportionate Burden (18.8%) so there is no Environmental Justice consequence for this group.

Table 3

Intra Agency Transfer Tap Proposal
Title VI and Environmental Justice Analysis Results

Scenario	Sub Categories	Total Population	Minority Population	% Minority	Total Population	Poverty Population	% Poverty
Existing Universe							
		9,648,798	6,826,725	70.8%	9,742,481	1,531,488	15.7%
Existing Conditions							
	Can add value	1,968,742	1,553,530	78.9%	2,553,977	533,158	20.9%
	Can walk to Tap Local						
	Can add value	2,874,232	2,181,275	75.9%	3,220,858	473,102	14.7%
	Can't walk to Tap Local						
	Can't add value	3,990,023	3,060,150	76.7%	4,901,898	970,510	19.8%
	Can walk to Tap Local						
	Can't add value	8,270,940	5,816,187	70.3%	8,492,017	1,364,653	16.1%
	Can't walk to Tap Local						

Notes

1. Title VI is performed at the census block group level using 2010 Census Data
2. Environmental Justice is performed at the census tract level using 2010 5 Year American Community Survey Data
3. Transit buses and stations where one can add value to the tap card - AVTA, Foothill, Gardena, Montebello, Torrance and Metro Orange Line and Rail
4. Transit buses where one can't add value to the tap card - Metro buses, Beach Cities, Culver City, Long Beach, LADOT, Norwalk, Santa Monica and SCVTA
5. Used quarter mile buffers for bus stops and half mile buffers for rail stations.

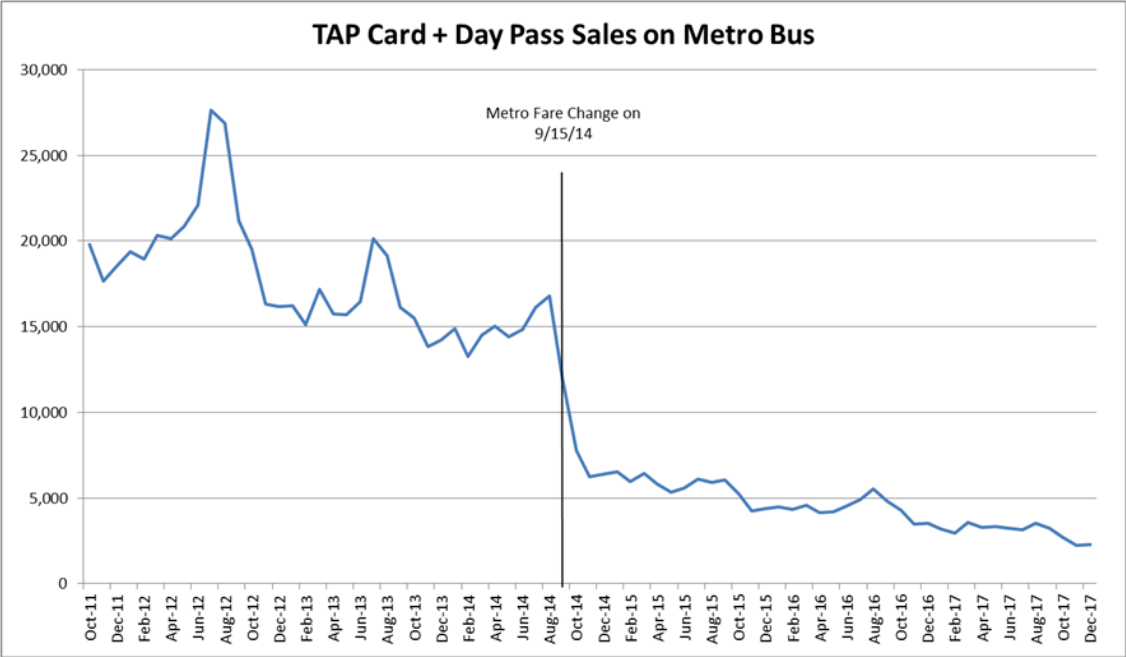
The remaining two adversely impacted groups comprise the totality of the fourth category in Table 3 (whether or not they have a TAP card, they have no way to add value to it). Both the minority share (70.3% compared with 75.8%) and the Poverty share (16.1% compared with 18.8%) are less than the thresholds for Disparate Impact and Disproportionate Burden, respectively, so there are no Title VI or Environmental Justice consequences for these groups.

Findings

The group of riders having no TAP card, and not within walking distance of a place to obtain one (though they could add value to it if they had one) was found to be **Disparately Impacted** by the proposed TAP-based IAT. The most recently processed Customer Satisfaction Survey indicates that about 72% of Metro riders have a TAP card (probably a higher percentage now as this data is over a year old). This yields a group of approximately 800,000 people who are constituents of Antelope Valley, Foothill Transit, Gardena, Montebello, and Torrance (those affording the opportunity to add value to the TAP purse at the trip origin). This group constitutes about 8.3% of all persons within walking distance of fixed route transit.

The proposed TAP-based IAT should be pursued given that more than 91% of the population would not be Disparately Impacted nor Disproportionately Burdened by the program. Customer convenience for those having to transfer would be improved with faster boarding times, and not having to carry added cash for transfer charges. It is clearly in Metro's interest to pursue improved multi-operator coordination and the provision of seamless fare mechanisms for riders which the proposed program would accomplish. Given the significant investment in TAP, there is no other cost-effective mechanism for providing a consistent multi-operator transfer program without printed fare media than the proposed TAP program.

Decline of Day Pass Sales on Bus



EVALUATION OF DISCONTINUED DAY PASS SALES ON BUSES

Federal Transit Administration (FTA) Circular 4702.1B provides guidance for the conduct of equity evaluations of proposed service and fare changes. A transit operator must have a locally adopted process for determining when public hearings, and the equity evaluations associated with such proposals, are required. Impacts to both minority and poverty level persons must be assessed, and there must be locally adopted standards for when differences between impacted persons and everyone else are significant.

Metro's Administrative Code contains these rules and definitions in Section 2-50. A public hearing and equity evaluation is required for any fare change. The difference between the minority/poverty shares of impacted riders and all others is deemed significant if either the absolute difference is 5% or greater, or the relative difference is 35% or more.

Proposal to be Evaluated

At the present time, Metro riders may purchase a Day Pass online at taptogo.net, by calling 866.TAPTOGO, at Metro Customer Centers, at TAP vending machines located at Metro rail, Silver Line and Orange Line stations, at El Monte Transit Center, at Patsaouras Bus Plaza, and at over 400 TAP vendor locations. The card costs \$2 except when purchased at a TVM or onboard bus. In the latter two instances, they cost \$1. Because TAP cards may be reused, and have an expected lifetime of ten years, the price difference for the differing sales outlets is considered de minimus.

Title VI Evaluation and Findings

The most current available ridership data was collected as part of the Spring 2016 Customer Satisfaction Survey. The relevant data provided by this survey includes method of payment, discount category, ethnicity, and poverty status. Day pass users were found to be 91.78% minority compared with 88.24% minorities among all users. This difference does not meet the threshold for a disparate impact using Metro's definitions

Environmental Justice Evaluation and Findings

The share of Day Pass users below the poverty level is 33.69% compared with 43.75% of all riders. This is a significant difference using Metro's current definitions, but there is no disproportionate burden imposed because the adversely impacted riders are significantly less poor than all riders.

EVALUATION OF ADDING TO TAP CARD STORED VALUE ON BUSES

Federal Transit Administration (FTA) Circular 4702.1B provides guidance for the conduct of equity evaluations of proposed service and fare changes. A transit operator must have a locally adopted process for determining when public hearings, and the equity evaluations associated with such proposals, are required. Impacts to both minority and poverty level persons must be assessed, and there must be locally adopted standards for when differences between impacted persons and everyone else are significant.

Metro's Administrative Code contains these rules and definitions in Section 2-50. A public hearing and equity evaluation is required for any fare change. The difference between the minority/poverty shares of impacted riders and all others is deemed significant if the absolute difference is either 5% or greater, or the relative difference is 35% or more.

Proposal to be Evaluated

At the present time, Metro riders may add Stored Value onto their TAP cards at TAP Vending Machines (TVM's) at Metro rail, Silver Line, El Monte Transit Center, Patsaouras Bus Plaza and Orange Line stations, at Metro Customer Centers, at more than 400 third party sales outlets, online at taptogo.net and by calling 866-TAPTOGO. The proposed action would permit patrons the same capability on buses.

Title VI Evaluation and Findings

The most current available ridership data was collected as part of the Spring 2016 Customer Satisfaction Survey. The relevant data provided by this survey includes method of payment, discount category, ethnicity, and poverty status. A comparison of minority representation among TAP Stored Value riders and all riders is provided in Table 1.

Table 1

	<u>Minority Share</u>	<u>Absolute Diff.</u>	<u>Relative Diff.</u>
TAP Stored Value			
Regular	77.52%	-10.72%	-12.15%
Elderly/Disabled	71.61%	-16.63%	-18.85%
Student (K-12)	89.95%	1.71%	1.94%
All Riders	88.24%		

Current TAP Stored Value users are less minority than all riders (except for Student riders, who represent only 4.63% of Stored Value users). This change confers a benefit on a group that is less minority than all riders and that creates a disparate impact. There is no financial barrier to prevent others users from joining the ranks of Stored Value bus riders, and it is expected this disparate impact will correct itself very quickly due to benefits that are available. There is no other fare structure or media change that could create this benefit and maintain current revenues.

In order to proceed with the proposed action the Board of Directors must pass a motion that there is a substantial legitimate justification for the proposed action, and that no other action having a lesser disparate impact would accomplish the objectives of the proposed action.

Environmental Justice Evaluation and Findings

An environmental justice evaluation of the proposed action considers the poverty status of impacted riders in comparison with all riders. The poverty representation of the impacted riders compared with all riders is provided in Table 2.

Table 2

	<u>Poverty Share</u>	<u>Absolute Diff.</u>	<u>Relative Diff.</u>
TAP Stored Value			
Regular	63.47%	19.72%	45.07%
Elderly/Disabled	50.50%	6.75%	15.43%
Student (K-12)	23.08%	-20.67%	-47.25%

All Riders

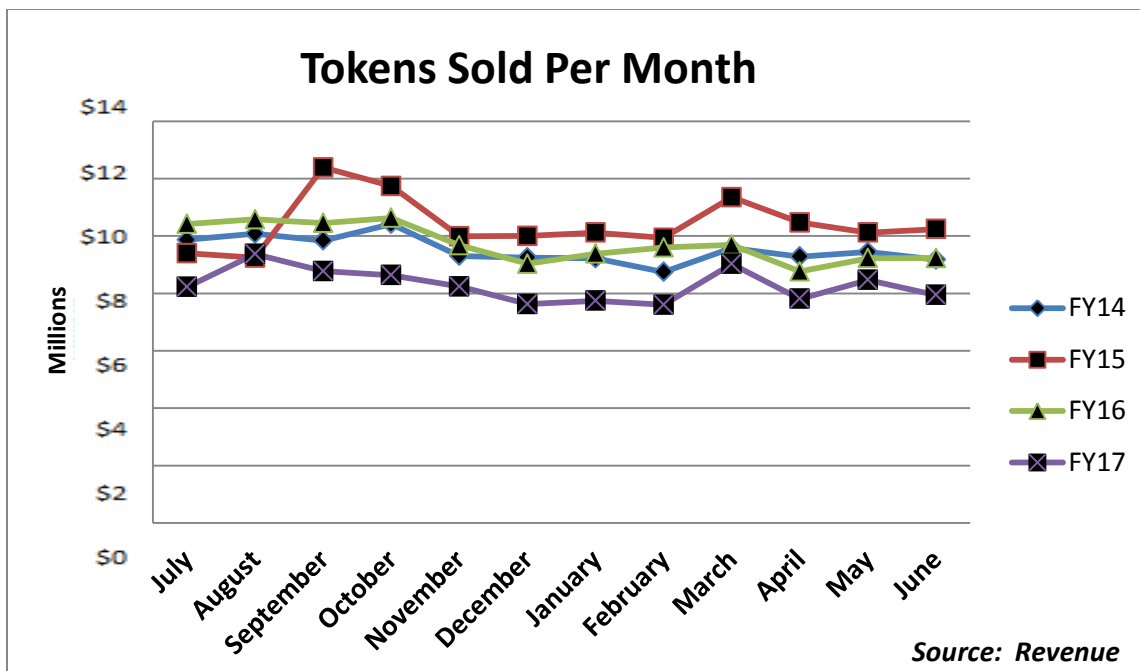
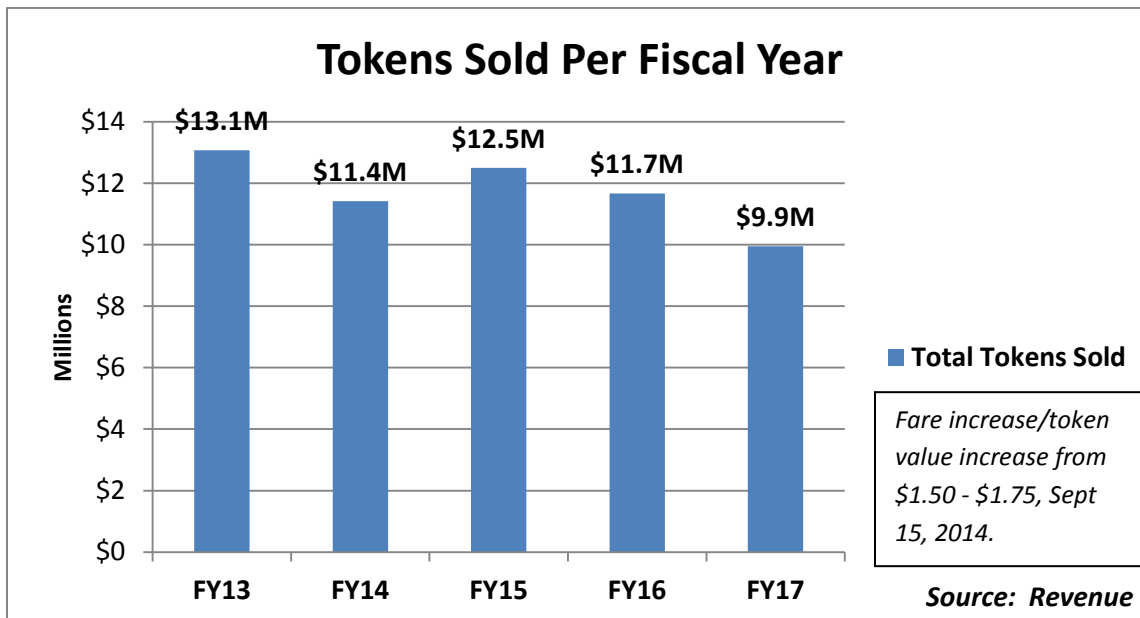
43.75%

The poverty representation of all subcategories of TAP Stored Value riders differs significantly from that of all riders. However, since the action is considered beneficial, there is no disproportionate burden.

Decline in Token Sales & Processing

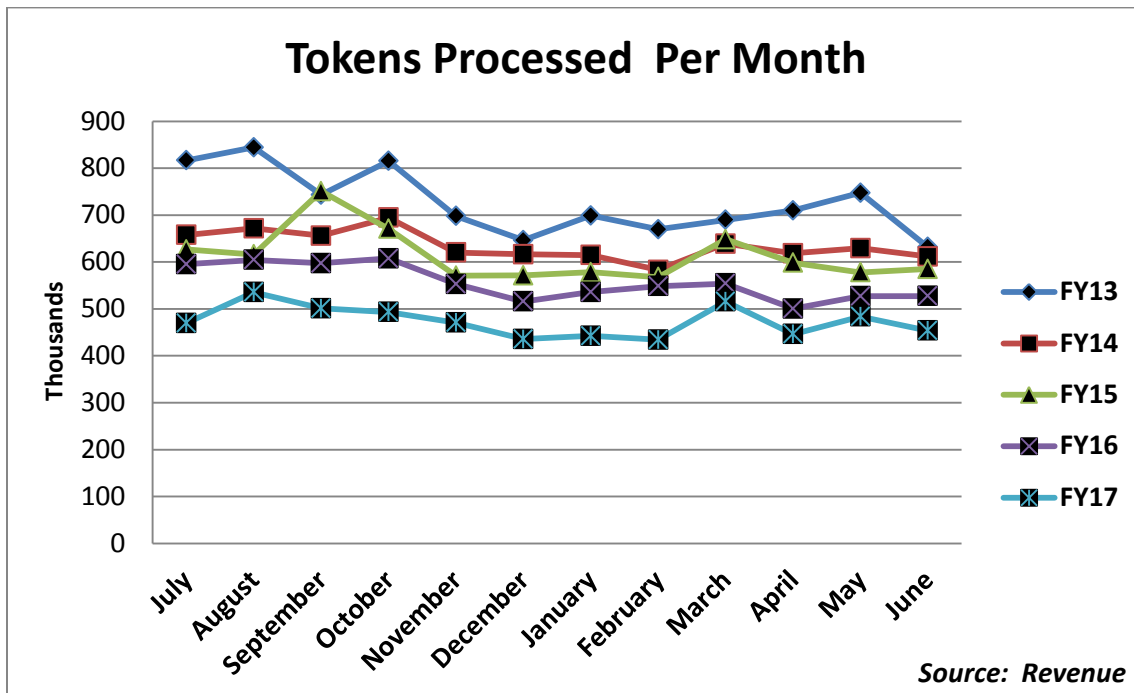
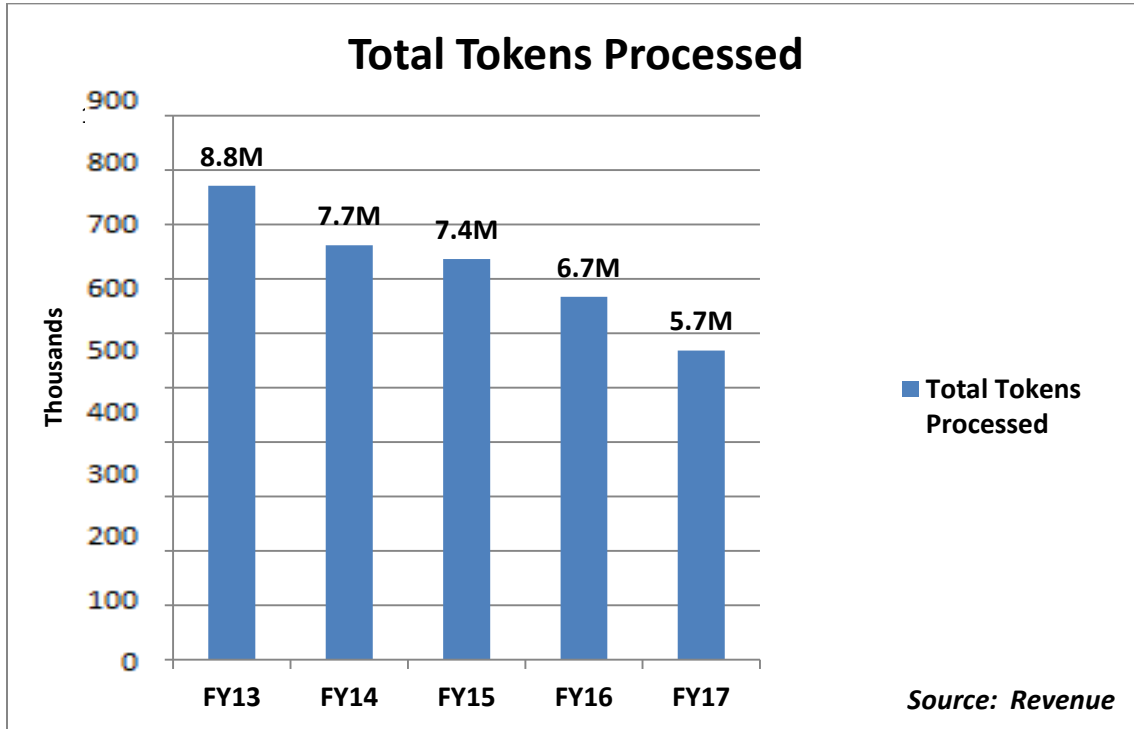
Token Sales

Token **sales** from 2013-2017 has **decreased** by an estimated **\$3.2M** or **24.4%** system-wide (bus and rail). Refer to the below charts for token sales.



Token Processed

Token processing from 2013-2017 has decreased by an estimated **3.1M** or **35.2%** system-wide (bus and rail). Refer to the below charts for processed token counts.



EVALUATION OF DISCONTINUED TOKENS

Federal Transit Administration (FTA) Circular 4702.1B provides guidance for the conduct of equity evaluations of proposed service and fare changes. A transit operator must have a locally adopted process for determining when public hearings, and the equity evaluations associated with such proposals, are required. Impacts to both minority and poverty level persons must be assessed, and there must be locally adopted standards for when differences between impacted persons and everyone else are significant.

Metro's Administrative Code contains these rules and definitions in Section 2-50. A public hearing and equity evaluation is required for any fare change. The difference between the minority/poverty shares of impacted riders and all others is deemed significant if either absolute difference is 5% or greater, or the relative difference is 35% or more.

Proposal to be Evaluated

At the present time, Metro riders may purchase Tokens in packages of 10 for \$17.50. Each token is good for one boarding on Metro and has a value equivalent to the Cash base fare of \$1.75. Tokens are also used as a means of funding transit travel for participants in Metro's Immediate Needs Program with each Token providing one boarding on Metro.

The proposed action would discontinue the availability of Tokens. Patrons who buy tokens would need to obtain or use a TAP card and add Stored Value to the card. TAP cards and the ability to add Stored Value to them are available at the same places where Tokens can be obtained, and are also available through Ticket Vending Machines (TVM's) meaning broader availability. In addition, if a TAP card with Stored Value is used to board Metro, then the patron is entitled to free Metro to Metro transfers for up to two and a half hours from the initial boarding – an added benefit. While the TAP card initially costs \$1 to \$2, depending on where it is purchased, its 10-year expected lifetime (it is reusable) means that the cost of the card is de minimus and not a factor for an equity analysis.

For those who receive Tokens through the Immediate Needs Program, there is a separate action being undertaken to replace that benefit with pre-loaded, stored value TAP cards. Thus, the benefit would be maintained using different media, and the added benefit of free transfers as described above would also be conferred. A separate Title VI evaluation of proposed changes to the Immediate Needs Program (as well as the Rider Relief Program) has been prepared.

Title VI Evaluation and Findings

The most current available ridership data was collected as part of the Fall 2016 Customer Satisfaction Survey. The relevant data provided by this survey includes method of payment, race, and poverty status. Comparative statistics for Token and TAP users are provided in Table 1.

Table 1

	<u>All Users</u>	<u>Token Users</u>	<u>Absolute Diff.</u>	<u>Relative Diff.</u>
Minority Share	91.4%	91.4%	0.0%	0.0%
Poverty Share	60.5%	74.0%	13.5%	22.3%

The minority shares of Token and TAP card users are not significantly different, so the proposed action would not have Disparate Impact on Token users. On the other hand, the share of Token users with poverty level incomes is significantly greater than for TAP card users. This creates a Disproportionate Burden on Token users from the proposed action. this impact is mitigated as the replacement media will have greater availability than Tokens, and also confer a greater benefit when used by virtue of the free Metro to Metro transfers provided.

EVALUATION OF EQUALIZING TAP CARD COSTS

Federal Transit Administration (FTA) Circular 4702.1B provides guidance for the conduct of equity evaluations of proposed service and fare changes. A transit operator must have a locally adopted process for determining when public hearings, and the equity evaluations associated with such proposals, are required. Impacts to both minority and poverty level persons must be assessed, and there must be locally adopted standards for when differences between impacted persons and everyone else are significant.

Metro's Administrative Code contains these rules and definitions in Section 2-50. A public hearing and equity evaluation is required for any fare change. The difference between the minority/poverty shares of impacted riders and all others is deemed significant if the absolute difference is either 5% or greater, or the relative difference is 35% or more.

Proposal to be Evaluated

Metro prepaid fare media is stored on reusable TAP cards. Stored Value media may be added to TAP cards for convenient payment of individual fares. Once purchased the TAP card should be retained by the rider as it may be reused continuously for up to 10 years.

At the present time TAP cards may be obtained online at taptogo.net, by calling 866.TAPTOGO, at Metro Customer Centers, at TAP vending machines located at Metro rail, Silver Line and Orange Line stations, at El Monte Transit Center, at Patsaouras Bus Plaza, and at over 400 TAP vendor locations and onboard buses (if purchasing a Day Pass). The cards cost \$2 except when purchased at a TVM or onboard a bus. In the latter two instances, they cost \$1.

The proposed action would equalize the cost of a TAP card at \$2 wherever purchased.

Evaluation and Findings

TAP cards are reusable with an expected life of 10 years. At \$2, amortized over 10 years, the cards cost less than 1.7 cents per month. This is considered de minimus and is therefore not subject to a equity analysis



NOTICE OF PUBLIC HEARING
Los Angeles County Metropolitan Transportation Authority

The Los Angeles County Metropolitan Transportation Authority will hold a public hearing on January 17, 2018 to receive community input on the **proposed customer readiness efforts surrounding Transfer on 2nd Boarding**, set for implementation Spring 2018. Details of the hearing date, time, and location are shown below.

PUBLIC HEARING SCHEDULE

1:00 PM
Metro Headquarters Building
January 17, 2018
Board Room
One Gateway Plaza
Los Angeles, CA 90012-2932

The upcoming public hearing is being held in conformance with federal public hearing requirements outlined in Section 5307 (d) 1 of Title 49 U.S.C., and public hearing guidelines adopted by Metro's Board of Directors in 1993, as amended.

Transfer on 2nd Boarding was approved by the board in June, 2015 and refers to the approved interagency transfer policy that eliminates the need for paper transfers for customers transferring between agencies. Transfer fare will be automatically paid with Stored Value on a TAP card when boarding a second transit agency within 2.5 hours from first boarding. Customers will benefit from faster boardings and will no longer need to carry exact change.

In order to prepare customers for Transfer on 2nd Boarding, the following efforts are recommended:

Replace Day Pass and Add Stored Value sales aboard Buses

Discontinuation of Day Pass sales will enable the sale of Stored Value. Replacing TAP Day Pass purchases with the ability to reload Stored Value will allow passengers to add fare immediately to their TAP card, which is necessary in preparation for transfer on 2nd boarding.

Transition Tokens to TAP

Phase out of Metro tokens as a payment option they are obsolete due to advances in TAP acceptance. The TAP card is a viable, cost effective replacement that enables simpler, safer and automatic farebox collection.

Implementation of a consistent \$2 TAP card price to customers across all purchase touch points

It is recommended that the cost of TAP cards be consistent by making them \$2 across all purchasing platforms. Costs of cards remain the same at TAP vendors, Metro Customer Centers and online. The card will go from \$1 to \$2 onboard buses and TAP vending machines. The extra cost of the TAP cards in vending machines and buses is negligible as amortized over its life of 10 years.

Additional details about these proposals will be available for public review after **December 1**. To obtain this information contact the address listed below, or visit your nearest Metro Customer Relations Center. Information can also be accessed at: www.metro.net

Note these proposals may be approved in whole or in part at a date following the public hearings. Approved changes may also include other alternatives derived from public comment. Interested members of the public are encouraged to attend the upcoming hearing and provide testimony on the fare proposals under consideration. Persons unable to attend the hearings may submit written testimony postmarked through midnight, January 17, the close of the public record. All written testimony should be addressed to:

Metro Customer Relations:

Attn: Transfer on 2nd Boarding Readiness
One Gateway Plaza, 99-PL-4
Los Angeles, CA 90012-2952

Comments can also be sent via e-mail with “**Transfer on 2nd Boarding Readiness**” as the subject to:

customerrelations@metro.net

Facsimile at: 213-922-6988

Upon request, foreign language translation, sign language interpretation, materials in alternative formats and other accommodations are available to the public for MTA-sponsored meetings and events. All requests for reasonable accommodations must be made at least three working days (72 hours) in advance of the scheduled meeting date. Please telephone (213) 922-4600 between 8 a.m. and 5 p.m., Monday through Friday.

Frequently Asked Questions

What is Transfer on 2nd Boarding?

Transfer on 2nd Boarding refers to the board-approved policy that eliminates the need for paper transfers for customers transferring between transit agencies. Instead of purchasing paper transfers, customers will need to load Stored Value onto their TAP card in order to transfer between agencies. Transfer fare will automatically be deducted from the Stored Value when boarding a second transit agency within 2.5 hours from the first boarding. Customers will benefit from faster boardings and will no longer need to carry exact change.

Why are these changes being proposed now?

These changes are being requested in order to enhance customer convenience and improve fare collection efficiencies by removing paper transfers from the system.

How will Transfer on 2nd Boarding Work?

Transfer on 2nd Boarding simplifies inter agency transfers. For example, a customer pays for their first boarding with a TAP card. Within 2.5 hours from that first boarding, the customer boards a different transit agency bus and taps their TAP card. The transfer fare will automatically be deducted from the TAP card's Stored Value. Customers must have Stored Value on their TAP card before boarding the 2nd transit agency.

Where can I buy Stored Value?

Stored Value can be purchased at TAP vending machines, online at TAPTOGO.net, by calling 866.TAPTOGO, at Metro Customer Centers and at over 415 TAP vendor locations throughout LA County. And upon Board approval (March 2018), Stored Value will be available for sale onboard buses. Customers can use their own TAP card or purchase one from the operator.

Why offer Stored Value sales on the bus?

Customers transferring from one agency to another must have a TAP card loaded with enough Stored Value to pay for the transfer. Making Stored Value available for purchase onboard bus will increase customer convenience and eligibility for automatic transfers on TAP.

What will be the process for loading Stored Value on buses?

Customers will be able to load Stored Value by boarding the front of the bus and requesting to add Stored Value to their TAP card. TAP cards will also be available for purchase on bus along with Stored Value, up to \$20.

Why replace Day Pass sales with Stored Value sales onboard the bus?

Day pass sales have declined by 74% since August 2011, while Stored Value sales have increased systemwide. Replacing Metro Day Pass purchases onboard bus with the ability to reload Stored Value will allow passengers to add fare immediately to their TAP card, which is necessary for Transfer on 2nd Boarding.

Will this proposal eliminate Metro Day Pass?

No, Metro Day Passes are available for sale at TAP vending machines, online at TAPTOGO.net, by calling 866.TAPTOGO, at Metro Customer Centers and at over 415 TAP vendor locations throughout LA County.

Why are tokens being phased out?

The use of TAP cards has caused Metro tokens to become obsolete. As token use continues to decline, TAP cards have proven to be a viable, cost effective replacement that enables simpler, safer and automatic farebox collection. Tokens cannot be used to purchase transfers currently.

How long will it take for tokens to be phased out?

If approved by the Metro Board, the sale of tokens will cease in May of 2018. Tokens already in circulation will still be accepted until March of 2019.

What will replace tokens?

TAP cards will replace tokens. Social service agencies will be offered limited use TAP cards to distribute to their clients.

Why are TAP card prices increasing?

Currently, the cost of TAP cards is inconsistent depending on where TAP cards are sold. It is recommended that cards should be priced at \$2 at all pass sales venues. There will be an increase of \$1 to customers who purchase TAP cards onboard the bus and at rail stations. A TAP card's life was originally set for 3 years, it has since been extended to 10 years so it will be cheaper for the customer over the life of the TAP card.

When will these changes take place and how will customers be notified?

If approved, replacing Metro Day Pass with Stored Value onboard bus will take place in March 2018. The sale of tokens will cease in May of 2018 and will be accepted until March of 2019. The \$2 TAP card price consistency will be implemented in Summer of 2018. For each effort, customers will be notified through a print and digital marketing campaign.

Are the costs of Metro to Muni transfers increasing?

No.

Will the cost of Reduced Fare cards be increased?

No. Reduced Fare TAP cards will remain free of charge to qualified applicants.

Why should I register my TAP card?

If you purchased your TAP card online or by phone, or if you have a Reduced Fare TAP card, your card is already registered. If you purchased your card at a TAP vending machine or TAP vendor location, register your card to take advantage of Balance Protection, general account management and additional features such as Autoload.

How can I get a reduced fare TAP card?

If you are a senior citizen, a person with a disability, a college or vocational student, or a K-12 student, you may be eligible for reduced fares. To review reduced fare eligibility and apply for a Reduced Fare TAP card, visit TAPTOGO.net or a Metro Customer Center.

RESULTS OF JANUARY 17, 2018 PUBLIC HEARING FOR CUSTOMER READINESS RECOMMENDATIONS FOR TRANSFER ON 2ND BOARDING

PUBLIC COMMENT

On Wednesday, January 17, 2018, a public hearing on possible customer readiness recommendations was held with the Finance, Audit and Budget Committee of the Metro Board. Out of an estimated customer base of 1.2 million daily transit riders, testimony from six speakers was heard. In addition to the verbal testimony, 70 emails and other written comments were submitted into the public record on this subject. Collectively, 76 responses on the fare proposals were received by the close of the public record through midnight, January 17, 2018.

Below is a summary of the written and oral comments relevant to the customer readiness recommendations for Transfer on 2nd Boarding.

Replace Day Pass Sales with Stored Value onboard Bus

Of the 29 comments received on this topic, 11 comments favored the recommendation to replace Day Pass sales with Stored Value on bus. The remaining 18 comments raised concerns with this recommendation. With consideration to the written and oral comments received on this topic, staff supports the original recommendation to replace Day Pass sales with Stored Value on buses. A summary of comments and staff responses are highlighted below:

Summary of Comments

Comments	Staff Responses
Transit dependent riders do not live near TAP vending machines and therefore do not have other convenient methods for purchases Day Passes	Day Pass sales will continue to be available online at <i>taptogo.net</i> , by calling 866.TAPTOGO, at Metro Customer Centers, at TAP vending machines located at all Metro rail, Silver Line and Orange Line stations, at El Monte Transit Center, at Patsaouras Bus Plaza, and at over 400 TAP vendor locations. As evidenced in the Title VI analysis on discontinuing Day Pass sales on bus (see Attachment C), there is no significant difference in minority representation between riders who only have walk access to the bus and those who also have walk access to other sources for TAP card reloading sources.
Potential financial impact on customers	With the addition of the Board Approved two hour Metro to Metro transfer, customers have the ability to pay a base fare of \$1.75 to travel in one direction on multiple lines. They can also make the return trip for \$1.75 as well, effectively saving \$3.50 when compared to the cost of a \$7 Day Pass. This is the primary reason for the 85% decline on Day Pass sales on bus.
Agree with the addition of Stored Value sales, however disagree with removing Day Pass sales	See above.
Stored Value sales onboard bus will prolong boarding times Bus operator farebox errors during Stored Value reloads will financially impact customers	TAP staff does not anticipate an increase in boarding time due to the fact that Day Passes will be removed. TAP expects to see a decrease in dwell times due to automatic payment of interagency transfers.

Eliminate Tokens and Transition to TAP

Of the 19 comments received on this topic, 11 comments favored the elimination of tokens and transition to TAP cards. The remaining 8 comments raised concerns with this recommendation. A summary of comments and staff responses are highlighted below:

Summary of Comments

Comments	Staff Responses
<ul style="list-style-type: none"> Social Services and nonprofit organizations need tokens to distribute 	<ul style="list-style-type: none"> Social service agencies and nonprofit organizations will receive limited use TAP cards for distribution, which will work just like tokens with added benefits such as free Metro to Metro transfers.
<ul style="list-style-type: none"> Impact on riders with disabilities, including visually and cognitively impaired riders. 	<ul style="list-style-type: none"> Staff will also work with Communications to launch a public information effort to encourage seniors and persons with disabilities, who pay with cash or tokens, to apply for a reduced fare TAP card. Reduced fare TAP cards enable riders to travel with free transfers and the ability to ride at the lowest possible base fare and monthly passes. TAP cards protect riders' fare balance from loss or theft. Cash and tokens cannot be replaced if lost or stolen.
<ul style="list-style-type: none"> Although Access ID TAP cards may be tapped for free fare on fixed route transit systems, Access vehicles do not have a TAP validator. 	<ul style="list-style-type: none"> Just 2.5% of Access' vehicles transactions are paid for with tokens. Staff will work with Access to ensure their customers who use tokens can transition smoothly to other trip purchase options such as: Access coupon books, using cash and/or credit/debit cards.
<ul style="list-style-type: none"> What do riders do with unused tokens? 	<ul style="list-style-type: none"> Token sales will end mid-May 2018. Customers will have up to 18 months to use their existing supply of tokens
<ul style="list-style-type: none"> Difficulty in determining TAP card balance. Tokens are distinguishable from U.S. currency 	<ul style="list-style-type: none"> Upon request, bus operators can tell passengers their TAP card balance information TAP vending machines can display or announce TAP card balance as well

\$2 TAP card cost consistency

Of the 26 comments received on this topic, 12 comments favored making the \$2 TAP card cost consistent across all TAP card purchase points. The remaining 14 comments raised concerns with this recommendation. A summary of comments and staff responses are highlighted below:

Summary of comments

Comments	Staff Responses
<ul style="list-style-type: none"> Impact on low income riders First time riders are disadvantaged 	<ul style="list-style-type: none"> As the Title VI analysis (see Attachment H) reflects, there is no disparate impact on any group of riders including low income and first time riders, due to TAP cards having a 10 year lifetime, instead of 3 years Low income and first time riders can also take advantage of the free 1 million TAP card distribution
<ul style="list-style-type: none"> TAP card cost should be \$1 	<ul style="list-style-type: none"> TAP cards are \$1 on Metro buses and at TAP vending machines as a result of a long running promotion where Metro subsidized the

everywhere	<p>remaining \$1 to the TAP region. As that promotion comes to a close, TAP cards will be \$2 at all customer purchase touch points.</p> <ul style="list-style-type: none"> Reduced Fare TAP cards such as Senior/Disabled, College/Vocational and K-12 Student will remain free to qualifying customers.
<ul style="list-style-type: none"> TAP card costs should not be increased 	<ul style="list-style-type: none"> TAP card costs are currently not consistent across the system. They are \$2 when purchased online, by phone, at Metro Customer Centers and at over 400 TAP vendor locations. In addition, the TAP card life has increased from 3 to 10 years, making the impact de minimis.

PUBLIC HEARING COMMENTS

WRITTEN COMMENTS																						
No.	Date Received in Public Hearing Inbox	Name	Email Address	Is the Comment on topic?	If Yes - Positive or Negative ?	If No or if Multiple Subjects - What is the Subject?	Brief Summary	Removal of Metro Day pass	Transfer fees	TAP card price	What to do with old tokens?	Replace Day pass with Stored Value on Bus	Transition Tokens to TAP	Transfer on 2nd boarding	Paper Transfers	Transfer time	Stored Value Min/Max	Mixing up IAT w/ Internal Metro transfer	Token-Social Service/ Non Profit	Metro Fares	TAP Provided Response to Constituent /Customer Relations	Other
1	12/12/2017 ; 12/14/17	Alexander Friedman	alek3773@gmail.com	No		IAT transfer fees	Question- is the proposed transfer to another bus agency also going to be free? Or will the cost be \$0.50 deducted from SV?		x													
2	12/13/2017	Hon Lung Cheng	chef_lung@yahoo.com	Yes	Both		Disabled patron requesting that day passes continue to be sold; Agrees with increasing TAP card price	x			x											
3	12/14/2017	Juanita Rubio-Griepsma	rubio@bacup.net	Yes	Positive		"I vote YES"			x		x	x									
4	12/14/2017	Monica Murray	monicamurray79@yahoo.com	Yes	Negative		Do not discontinue tokens. Limited access to TAP cards. Prefer cash and paper transfers						x									
5	12/14/2017	Scott Lawrence Lawson	scottlawrencelawson@gmail.com	Yes	Negative		How does the TAP card price support transfers? Increase will hurt low income riders			x												
6	12/13/2017	Patrick Pun	pun.chunkit@yahoo.com	Yes	Negative	Stored Value purchases	Suggests adding SV and keeping Day Pass; eliminating day pass hurts customers who start their trip on the bus	x														
7	12/13/2017	Mark Bonilla	mark.mathguy@gmail.com	Yes	Negative		Riders still need paper transfers in LA County; Use of an IAT automatically removes Metro internal free transfer								x							
8	12/13/2017	David Fukumoto	web@davidfukamoto.com	Yes	Negative		TAP cards substandard quality; replacing day passes with SV will increase costs for riders; wants a 4 hour transfer period	x				x				x						

9	12/13/2017	Rita Moreno	ritanmoreno@sbglobal.net	No		Mix up of intra-agency and inter-agency transfers	Automatically deducting funds from SV means that Metro has eliminated the 2 hour free transfer	x						x					Yes	
10	12/13/2017	Nona Varnado	proiecta@nonavarnado.com	Yes	Both		Day Pass/SV on bus-should not change if it means an increase in cost to riders; Agree with token transition; \$2 card price is too expensive for riders	x		x			x							
11	12/12/2017	John Nettleton	bosshog1613@yahoo.com	No		Parking	What is the proposed number of parking spots at the Glendora station?													1
12	12/13/2017	Adrienne Gardner Bouligny	agardner@gctechinc.com	Yes	Positive		In support of eliminating paper transfers and automatic SV deduction on TAP						x	x						
13	12/12/2017	Michael Dunn	fine7760@aol.com	No		Fareboxes ; TAP Operations	Former RTD/TOS road supervisor; farebox failures; poor decision making; TAP lack of knowledge													x
14	12/12/2017	Siobhan Prado	psiobhan@yahoo.ca	Yes	Negative		Tokens are nice alternative to cash; not good idea to eliminate day pass--better for tourists	x					x							
15	12/12/2017	Lorenzo Mutia	lrmutia@yahoo.com	Yes	Positive		T on 2 makes riding easier; hopeful for pilot project expansion; TAP/Metro app;							x				x		
16	12/12/2017	Maggie Taylor	taylormargaret23@gmail.com	No		blue line stations	"Is ya by the blue line sataion on willowbrook and Rosa parks station"													1
17	12/12/2017	Sheila Allen	allensheila12@hotmail.com	No		Unsubscribe	Unsubscribe request													1
18	12/12/2017	JW-Hush	billownious@hushmail.com	No		Carpool lanes	Don't take away carpool lanes													1
19	12/12/2017	Janet Cappellanti-Adams	ms.giannetta@gmail.com	No		Unsubscribe	Unsubscribe request													x
20	12/12/2017	Estrella Perez	estrella.perez10@yahoo.com	Yes	Negative		Increasing TAP card fare is unpleasant; 2.5 time limit is an excuse; confused with internal transfer			x					x			x		
21	12/12/2017	Allon Percus	Allon.Percus@cg.u.edu	Yes	N/A		Outline of BBB and Metro trip and questions regarding cost.						x						Yes	
22	12/12/2017	Howard Smith	Howard.Smith@Mattel.com	No		eblast was unclear	"You should learn how to write a clear email message"													x
23	12/12/2017	Alek	alek3773@gmail.com	Yes	N/A		Clarifying question about transfer cost		x											
24	12/12/2017	Joselin Rivas	joselin.math@gmail.com	Yes	Negative		Personal stories; unfair to increase TAP card price			x										x
25	12/11/2017;12/12/17	Christine Kwan	ckpuppybear2002@yahoo.com	Yes	Negative		Use of tokens after January 17th. Customer agent recommended using them at TVMs; Customer recommends ATM like TVMs in neighborhoods for better access						x							x
26	12/11/2017	Bin Lee	bin@imaginebin.com	Yes	Positive		In favor of all recommendations; makes sense to streamline process			x		x	x							
27	12/11/2017	Christine Kwan	christinepkwan@gmail.com	Yes	N/A	Unused tokens	What should I do with leftover tokens?						x							

28	12/11/2017	David Bailey	david@davidabailey.com	Yes	Positive		In support of changes to TAP; Metro should explore proof of payment for all buses; TVMs on buses to avoid conflicts with operators			x		x	x							x
29	12/11/2017	Aram Hacobian	aramhacobian@gmail.com	Yes	Negative		\$2 TAP card price is expensive if you are not a regular rider; get Metrolink and other cities to accept TAP cards			x										x
30	12/14/2017	Judy Boroch	Judy.Boroch@we-dbush.com	No	Negative	Metrolink Transfers; Parking costs	Charging metrolink passholders for transferring to Metro; Upland Station parking costs		x											
31	12/14/2017	Dan Mick	danmick@gmail.com	Yes	Positive		They all sound good to me			x		x	x							
32	12/14/2017	Alison	alisonmanheim@verizon.net	Yes	Positive		Paying for transfers with SV is easier							x						
33	12/14/2017	Frank Weeks	feweeks@mac.com	Yes	Positive		Supportive of transfer on 2nd boarding and consistent TAP card pricing; thinks TAP cards should be \$1 not \$2			x					x					
34	12/14/2017	Marbel Juarez	bellemj@me.com	Yes	Negative		Why would you raise prices when Metro is always having maintenance issues; take a look at transportation in Chicago & New York			x										x
35	12/15/2017	Matthew Crotteau	matt@mattcrotteau.com	Yes	Positive		Longer transfers are awesome								x					
36	12/15/2017	Regina Smith	reggie_ah_gogo@yahoo.com	No		N/A	"Thank You"													x
37	12/15/2017	Craig Coleman	coalago@live.com	No		Stored Value purchases	What is Stored Value sale?													x
38	12/17/2017	Ferris McLeod	ferrisb87@gmail.com	Yes	Positive		agree with all proposed changes			x		x	x							
39	12/18/2017	Carl Geiberger	CarlG@srfpublischers.org	No		System is behind	Even with proposed streamlining, system is behind; London Metro accepts any UK credit card													x
40	12/18/2017	Deborah King	deborahking@ecomomyofficesupply.com	Yes	Positive		Supportive of not selling passes on bus. Questions TAP card accessibility for handicapped, seniors and children					x								x
41	12/18/2017	Adam Emmer	AEmmer@burbankca.gov	Yes	N/A		Requests a call from Customer Service for explanation of proposal													x
42	12/18/2017	Fabian Campos	camposfa@gucl.a.edu	Yes	Both		Day Pass sale on bus-no because transit-dependent communities are not located near TVM; Agree with token phase out and card cost; expand all door boarding; create metro rapid plus			x		x	x							x
43	12/18/2017	Melissa Neifield	melissadouma@gmail.com	Yes	Both		Day passes are easier, do not do away with them, agree with token phase out and TAP card cost	x		x			x							x
44	12/18/2017	Lauren Campedilli	laurencampedilli@gmail.com	Yes	Both		Keep day passes on bus; \$2 TAP cards are too expensive; agree with token phase out	x		x			x							x

70	1/18/2018	Renee Bade	rbade@flash.net	Yes	Negative		Paying an extra \$2 to purchase a card is an even larger penalty. Paper day passes and tokens have no such penalty, but the proposal eliminates purchasing day passes on buses and eliminates tokens all together. TAP funds expire, huge issue for occasional riders. TAP cards expire, difficult + confusing to replace/purchase at TVM.			X											X		X
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ORAL TESTIMONY TRANSCRIPTIONS

No.	Date of Public Testimony	Name	Email Address	Is the Comment on topic?	If Yes - Positive or Negative ?	If No or if Multiple Subjects - What is the Subject?	Testimony Transcript	Removal of Metro Day pass	Transfer fees	TAP card price	What to do with old tokens?	Replace Day pass with Stored Value on Bus	Transition Tokens to TAP	Transfer on 2nd boarding	Paper Transfers	Transfer time	Stored Value Min/Mas	Mixing up IAT w/ Internal Metro transfer	Token-Social Service/ Non Profit	Metro Fares	TAP Provided Response to Constituent /Customer Relations	Other
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71	1/17/2018	Amanda Staples	public comment	yes	negative		Good afternoon. In regards to the second boarding readiness efforts, we submitted a letter and I have a hard copy as well but the visibility of the \$7 day pass for in speed option available on rail only and not for bus riders is really just where we find the most issue with, because it's still available to railriders and yet we treat the bus riders differently and I understand like it is it is quicker to just have the stored value on buses and we as users ourselves understand that but we just want to have the careful consideration of the differences that we use because the majority of transit riders are bus riders and so what kind of systems were putting in place for for them the majority of users in their accessibility and ease of use and so that's it.					x											
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72	1/17/2018	Allan Routs	public comment	yes	negative		I have been a bus rider for over 50 years now and I hope you don't decide to eliminate the day pass and I would hope that you would drop the price on the monthly TAP card because a \$100 is a lot. thank you thank you.					x								x			
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Transfer on 2nd Boarding Customer Readiness
Implementation Timeline

Transfer on 2nd Boarding-Customer Readiness
Onboard Bus-Replace Day Pass with Stored Value & Metro Base Fare
Metro Token Elimination
Consistent \$2 TAP card cost
Transfer on 2nd Boarding Implementation
1 million TAP card distribution (IAT Mitigation)

Transfer on 2nd Boarding Customer Readiness Efforts

Finance, Budget & Audit Committee
Robin O'Hara, Deputy Executive Officer, TAP
March 14, 2018



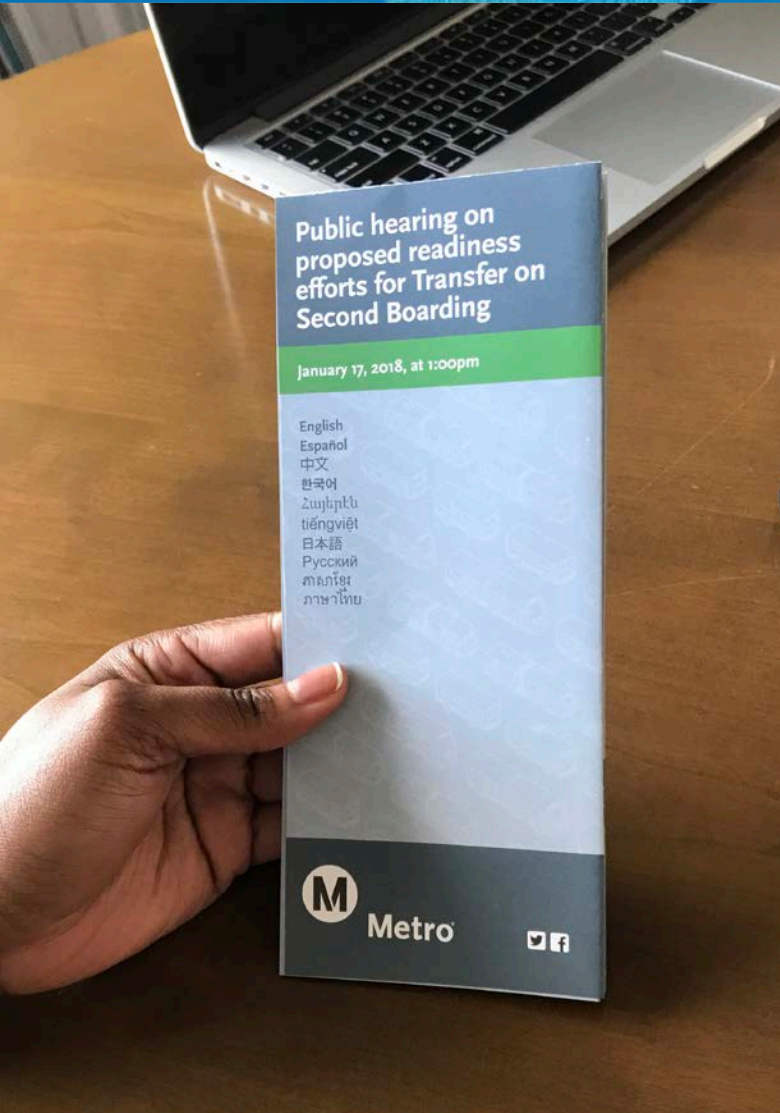
Transfer on 2nd Boarding - Review



- Regional interagency transfer policy (from one transit agency to another)
- Board approved June 2015
- Transfer period extended from 2 hours to 2.5 hours
- Transfers paid automatically with Stored Value on TAP
- Eliminates paper transfers

Public Outreach Efforts

6 Public Comments, 76 Total Responses



- Public hearing conducted January 17, 2018 at Finance, Budget and Audit Committee
- 75,000 Brochures distributed on buses and trains (10 languages)
- Public notices in newspapers
- Social media announcements
- Presentations to internal and external stakeholders

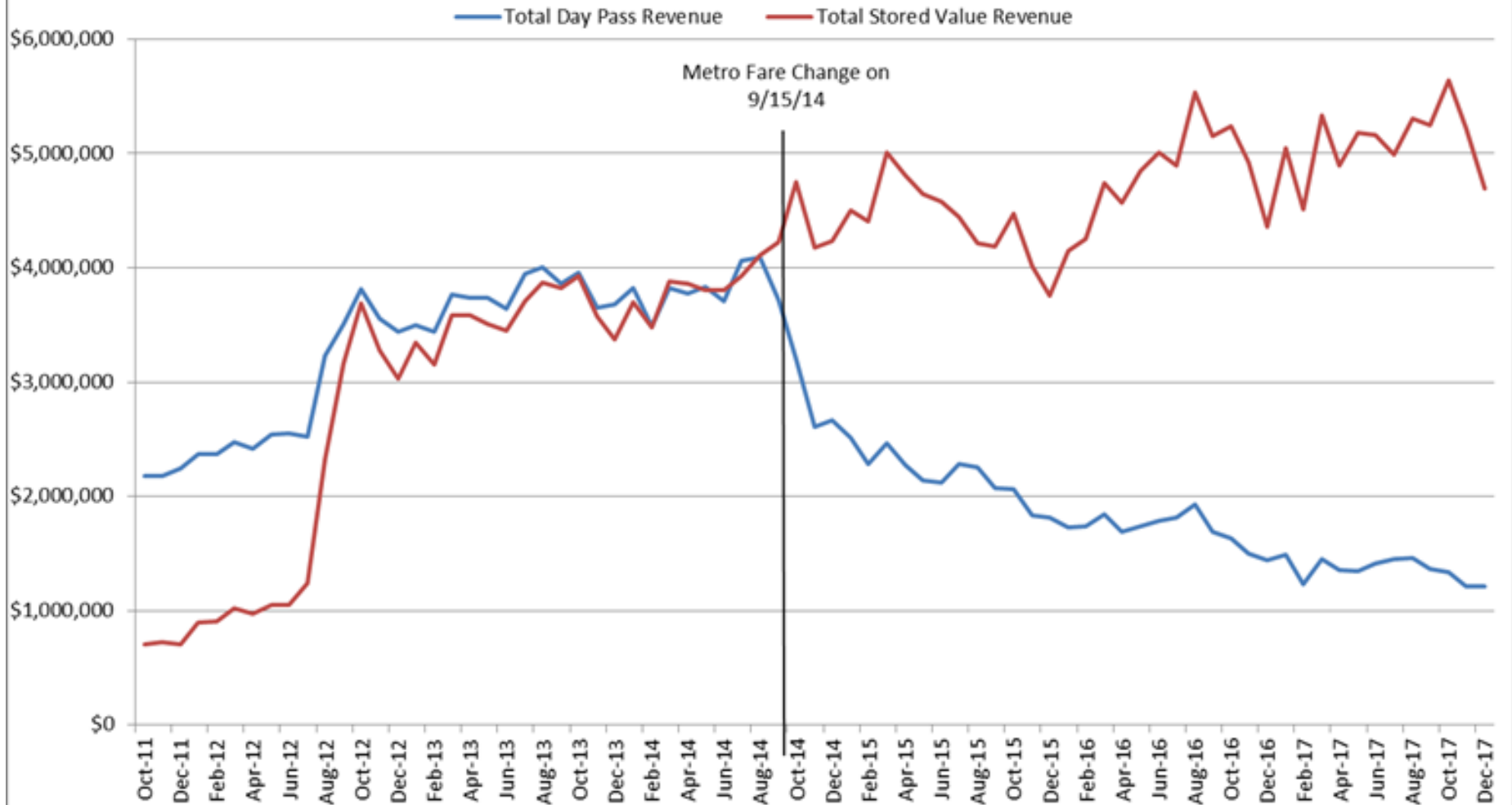
Summary of Public Comments on 3 Staff Recommendations:

Recommendation 1: Replace Day Pass with Stored Value

Concern:	Response:
Financial impact on low-income patrons	<ul style="list-style-type: none">• Customers pay \$3.50 for round trip with free internal transfers instead of \$7 Day Pass (savings of \$3.50)
Slower boarding	<ul style="list-style-type: none">• Increase in boarding times not expected since Day Pass sales would be removed• Decrease in dwell times expected due to automatic payment of Interagency transfers• Average stored value purchase for regular TAP card is \$8, enabling multiple boardings
Access to Day Pass	<ul style="list-style-type: none">• Day Pass sales still available via web, phone, TVMs, Customer Centers and 400+ vendors• Customers are moving to more economical base fare with free transfers: less expensive & primary reason for 88% decline in Day Pass sales• Less than 1% of transactions aboard buses include a Day Pass sale• Day Pass is trending down and Stored Value is trending up

Day Pass is trending down, Stored Value is trending up

Metro Day Pass and Regional Stored Value Revenue



Summary of Public Comments on 3 Staff Recommendations (cont.):

Recommendation 2: Transition Tokens to TAP

Concern:	Response:
Distribution to Social Services and impact on low-income patrons	<ul style="list-style-type: none">• Social service agencies and nonprofits will receive limited-use TAP as replacement• 1 million free TAP cards are being distributed• TAP Cards enable many more benefits
Lack of ACCESS vehicle TAP hardware	<ul style="list-style-type: none">• Just 2.5% of Access vehicles' transactions are paid with tokens. Staff will work with Access to transition to other purchase options such as cash and coupons
No way to tell TAP balance	<ul style="list-style-type: none">• TAP balance is available on TAP readers and equipment• Bus operators can tell customers their balance

Summary of Public Comments on 3 Staff Recommendations (cont.):

Recommendation 3: \$2 TAP Card Price Consistency

Concern:	Response:
Impact on low income or first-time riders	<ul style="list-style-type: none">• 1 million free TAP cards will be distributed• All Reduced Fare TAP cards remain free• TAP card life is 10 years
TAP card costs should remain the same	<ul style="list-style-type: none">• TAP card costs should be consistent. They are \$2 when purchased via web, phone, and at vendors
TAP card cost should be \$1 everywhere	<ul style="list-style-type: none">• TAP cards are \$1 on Metro buses and at TAP vending machines as a result of a promotion. As that promotion comes to a close, TAP cards will be \$2 at all customer purchase touch points.• Reduced Fare TAP cards will remain free

Additional Readiness Efforts



- Distribute one million free TAP cards (Board-approved)
- Provide assistance from Metro Blue Shirts & TAP partner agency volunteers
- Increase TAP vendor network
- Provide “train the trainer” Operator demos for Metro and Region
- Provide TAP Call Center training
- Implement regional system-wide marketing together with TAP Partner Agencies

Requesting the Board to Approve these Customer Experience Recommendations

	Recommendation	Benefit
1	Replace declining Day Pass sales on bus with ability to purchase Stored Value on bus	<ul style="list-style-type: none">• Aligns operator efforts with fare sale trends• Increases Stored Value purchase touch points
2	Transition tokens to TAP	<ul style="list-style-type: none">• Replaces obsolete tokens with TAP• Enables balance protection, automatic transfers, faster boardings, etc.
3	Implement \$2 TAP card price consistency	<ul style="list-style-type: none">• Consistent & equitable pricing for all customers
4	Find adding Stored Value sales on buses results in a Disparate Impact but there is legitimate justification for adding it	<ul style="list-style-type: none">• Stored Value is expected to be in high demand since that is what is needed for agency-to-agency transfers• Adding SV on buses is expected to help correct the Disparate Impact

**Board Report**

File #: 2017-0688, **File Type:** Agreement**Agenda Number:** 6.

**PLANNING AND PROGRAMMING COMMITTEE
MARCH 14, 2018****SUBJECT: VERMONT/SANTA MONICA STATION JOINT
DEVELOPMENT PROJECT****ACTION: AUTHORIZE EXECUTION OF EXCLUSIVE NEGOTIATION AGREEMENT AND
PLANNING DOCUMENT****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute an 18-month Exclusive Negotiation Agreement and Planning Document (“ENA”) with Little Tokyo Service Center Community Development Corporation (“LTSC” or “the Proposer”) for the development of 1.06 acres of Metro-owned property at the Vermont/Santa Monica Station (“Site”), subject to resolution of protest(s), if any.

ISSUE

In January 2017, Metro received an Unsolicited Joint Development Proposal from LTSC which contemplated joint development of Metro-owned property and adjacent privately-owned parcels at the Vermont/Santa Monica Station (see Attachment A - Site Map). After completing a two-phased review and public solicitation in accordance with the Joint Development Unsolicited Proposals Policy and Process (“JD UP Policy”), the Metro staff evaluation committee recommends advancing the proposal by entering into an ENA with LTSC (see Attachment B - Procurement Summary).

DISCUSSION**Background**

In January 1993, the Metro Red Line opened and began providing heavy rail subway transit service between downtown Los Angeles and Westlake/MacArthur Park. By early 2000, the service was extended to North Hollywood. The Vermont/Santa Monica Station includes parcels of land that were acquired by Metro to build the station as well as adjacent parcels that are currently vacant and leased to neighboring businesses for parking.

A study was conducted in December 2015 to determine the feasibility of development on the Metro-owned parcels at the Vermont/Santa Monica Station. The analysis concluded that, due to the constraints of the irregularly shaped parcels and location of the station’s portal and plaza, the only potentially feasible development scenario would be limited to a small single-story 20,000 square foot shopping center with 37 surface parking spaces. While technically feasible, this scenario with solely

the Metro-owned parcels was not deemed to be the highest and best use for this high traffic urban corridor and staff decided to not actively pursue joint development of the site at that time.

The Joint Development Unsolicited Proposals Process

In February 2016, the Metro JD UP Policy was released. The JD UP Policy provides instructions for submission of joint development proposals not submitted in response to a formal request for proposals issued by Metro. It also outlines the criteria by which proposals are evaluated, and was written in accordance with Federal Transit Administration (FTA) procurement requirements. Since its release, five joint development unsolicited proposals have been received.

Per the JD UP Policy, LTSC submitted a Phase I Conceptual Proposal. After review by an interdepartmental evaluation committee, Metro invited LTSC to submit a Phase II Detailed Proposal. After review of the Phase II submission, Metro publicized its interest in the joint development of this Site for 30 days in order to provide adequate opportunity for interested parties to comment or submit competing proposals. This solicitation was posted on the Metro Vendor Portal, run in the *Los Angeles Times*, and sent to Metro's Joint Development interested developers email list. Metro staff also notified the Office of Los Angeles City Councilmember Mitch O'Farrell, the East Hollywood Business Improvement District (BID), and the East Hollywood Neighborhood Council to make them aware of Metro's interest in joint development at the Vermont/Santa Monica Station. A competing proposal was received on October 23, 2017. After completing a review of the competing proposal, the evaluation committee concluded the LTSC proposal has greater potential to advance Metro's Transit Oriented Communities objectives and Joint Development Policy goals, and therefore recommended pursuing the LTSC proposal.

Site Description

The Site is located within the East Hollywood community in the City of Los Angeles and is surrounded by several prominent neighborhoods, such as Hollywood, Silver Lake, and Los Feliz. The site's close proximity to Los Angeles Community College (LACC), major commercial corridors along Santa Monica Boulevard and Vermont Avenue, and the Hollywood Presbyterian Medical Center makes the Vermont/Santa Monica Station a busy terminus attracting over 2,000 riders a day.

The Site is made up of four parcels owned by Metro, which together form an irregularly shaped site with a total area of 1.06 acres. The Site has substantial frontage along Vermont Avenue, with a portion that extends west to New Hampshire Avenue. It includes an approximately 18,340 sq. ft. (.42 acres) public plaza with a 30 foot long almond-shaped metal-clad canopy cantilevered 30 feet above the station portal. Three surface parking lots surround the plaza and are leased to local businesses.

LTSC's proposal includes the four Metro-owned parcels as well as four adjacent LTSC-owned parcels (4718-4722 Santa Monica Boulevard and 1020 N. Hampshire Avenue). These four parcels add another .45 acres to the development, for a total of 1.51 acres and create a more regular street-to-street lot suitable for mixed-use development.

Developer Proposal

The unsolicited proposal was submitted by LTSC, a 501(c)(3) nonprofit and Community-Based Organization (CBO) founded in 1979 with the mission to contribute to community revitalization and cultural preservation in Little Tokyo. LTSC has since expanded to other communities and provides

affordable housing, community services, community organizing, and wealth building services to low-income individuals and families. Since 1979, LTSC has developed close to 1,000 units of affordable rental housing and 130,000 square feet of community-based commercial real estate.

LTSC's proposal includes the redevelopment of the Metro-owned parcels at the Vermont/Santa Monica Station along with LTSC-owned adjacent properties. The proposal contemplates 160 affordable rental units, with half of the units designated as permanent supportive housing for special needs tenants. Rents would be targeted for households earning 30 to 60% of Area Median Income (AMI). Metro's Joint Development Policy seeks to facilitate construction of affordable housing units, such that 35% of the total housing units in the Metro JD portfolio are affordable for residents earning 60% or less of AMI. This project would support that goal by bringing the total affordable units completed, in construction and/or in negotiations to 36%.

Approximately 21,000 square feet of ground floor commercial space would be provided, along with on-site supportive services and community space. In order to enhance the overall pedestrian experience and connect with the existing neighborhood fabric, the proposal includes transit-related infrastructure and pedestrian amenities such as improvements to bus shelters and streetscape. Sustainable features such as bike storage, electric vehicle charging stations, solar panels, and a cool roof are also included in the proposal.

Financial Offer

The Metro Joint Development Policy has a number of objectives and goals, one of which is fiscal responsibility and a fair financial return to Metro. The proposed project includes a \$4.4M capitalized ground lease payment to Metro at the start of construction, with an \$8.4 million total land value. The proposed capitalized rent payment to Metro appears to be competitive with the surrounding real estate market. The financial terms are preliminary and subject to change during the transaction negotiation. Once the ENA negotiation is complete, the terms for a Joint Development Agreement and Ground Lease will be brought to the Board for consideration.

The ENA Terms

The ENA term is 18 months, with the option to administratively extend up to 30 months. Key activities and goals during the ENA include:

- **Re-scope project design:** The evaluation committee expressed concerns regarding the proposed project's architectural design and programming of ground floor space. Metro's Joint Development projects are seen as a gateway to the transit system with the potential to positively shape a community's built environment, and high quality design and activation of public spaces are critical to achieving this. During the first six months of the ENA, LTSC will be required to refine the project design.
- **Community Engagement:** The JD UP process does not provide the same level of initial, up front community engagement as traditionally-procured JD projects. The ENA requires a robust community engagement plan to introduce the proposed project to stakeholders, and then shape and refine the proposal based on that input.
- Beginning of the entitlement and CEQA process.
- Negotiation of a term sheet for the Joint Development Agreement and Ground Lease.
- Metro and LTSC will also use the ENA period to develop a strategy to resolve the real

estate and entitlements complexities associated with developing across multiple sites with two different owners.

DETERMINATION OF SAFETY IMPACT

Approval of this item will have no impact on safety. Metro's operations staff will review and comment on the proposed development to ensure that the proposal will have no adverse impact on the Vermont/Santa Monica Station, portal and public-serving areas on Metro's property. In addition, the eventual implementation of this joint development project at the Vermont/Santa Monica Station will offer opportunities to improve safety for transit riders through better pedestrian and bicycle connections and improvements to the existing plaza at the station entrance.

FINANCIAL IMPACT

Funding for the joint development activities related to the ENA and the proposed project is included in the FY18 budget in Cost Center 2210, Project 401004. The ENA will require the developer to pay a non-refundable fee of \$50,000, as well as a \$50,000 deposit to cover certain Metro staff costs and third-party expenses during the negotiation period.

Impact to Budget

Metro project planning activities and related costs will be funded from General Fund local right-of-way lease revenues and any deposits secured from LTSC, as appropriate. Local right-of-way lease revenues are eligible for bus/rail operating and capital expenses.

ALTERNATIVES CONSIDERED

The Board could choose not to proceed with the recommended action and could direct staff to (a) not enter into an ENA with LTSC, (b) evaluate whether to enter into an ENA with the competing proposer; or (c) not proceed with the project and seek new development options via a new competitive process. Staff does not recommend proceeding with these alternatives as the selected Proposer is a CBO committed to ongoing stakeholder engagement and project refinement and was selected through a thorough evaluation process. A new competitive process would delay the development of the Site and may fail to take advantage of currently favorable conditions in the real estate market. Further, any proposals received would be unlikely to include the adjacent land required for feasible mixed-use development of this scale. Finally, the proposed project offers 160 units of affordable housing, in support of Metro's JD affordable housing goals.

NEXT STEPS

Upon Board approval of the recommended action, staff will execute the 18-month ENA, and Metro staff and LTSC will commence preliminary negotiations in parallel with community outreach to engage stakeholders in a dialog about the development proposal. LTSC will make appropriate changes to project architectural design and present these changes to Metro for review and approval. Metro staff, with support from a financial consultant and County Counsel, will negotiate a term sheet for a Joint Development Agreement and Ground Lease. Staff will return to the Board with the terms of a recommended Joint Development Agreement and Ground Lease at the end of the ENA negotiation

period.

ATTACHMENTS

Attachment A - Site Map

Attachment B - Procurement Summary

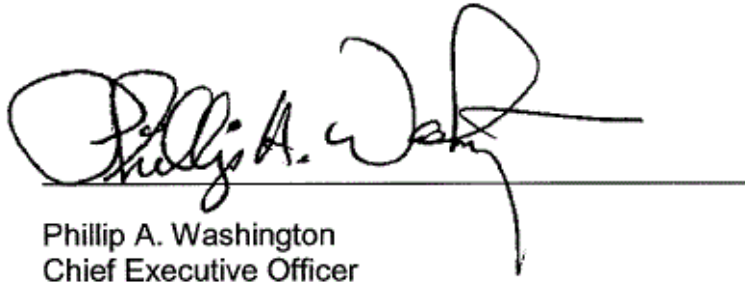
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Phillip A. Washington
Chief Executive Officer

Attachment A


Site Map



 **Metro Property**

Size: 1.06 acres

Use: Station plaza, portal, and surface parking

 Station Portal

 **LTSC Property**

Size: .45 acres

Use: Restaurant, surface parking, and residential

Total Site: 1.51 acres

PROCUREMENT SUMMARY

VERMONT/SANTA MONICA STATION JOINT DEVELOPMENT PROJECT

1.	Recommended Vendor: Little Tokyo Service Center Community Development Corporation	
2.	Type of Procurement: Joint Development – Unsolicited Proposal	
3.	Procurement Dates:	
	A. Unsolicited Proposal Phase 1 Received: January 3, 2017	
	B. Unsolicited Proposal Phase 2 Received: April 27, 2017	
	C. Advertised/Publicized Interest: September 22, 2017	
	D. Comments/Submittals/Proposals Due: October 23, 2017	
	E. Protest Period End Date: March 19, 2018	
4.	Unsolicited and Interested Proposals Received: 2	
5.	Contract Administrator: Carolina Coppolo	Telephone Number: 213.922.4471
6.	Project Manager: Nicole Velasquez	Telephone Number: 213.922.7439

A. Procurement Background

This Board Action is to approve an 18-month Exclusive Negotiation Agreement and Planning Document (ENA) with Little Tokyo Service Center Community Development Corporation (LTSC) issued in support of the development of 1.06 acres of Metro-owned property at the Vermont/Santa Monica Station. Board approval of contract awards are subject to resolution of any properly submitted protest.

On January 3, 2017, LTSC submitted a Phase 1 Unsolicited Joint Development Proposal (UP) for the Vermont/Santa Monica Center mixed use development project (Project). An evaluation committee was formed consisting of Metro staff from Joint Development (JD), Vendor/Contract Management (V/CM) and Project Engineering, and determined that the Phase 1 UP met the preliminary requirements of a UP and warranted further consideration. Therefore, LTSC was invited to submit a Phase 2 – Detailed Proposal so that Metro could receive more detailed technical and financial information to fully understand and evaluate the proposal. The Phase 2 Proposal (Proposal) was received on April 27, 2017.

The Phase 2 Proposal was evaluated to ensure the following minimum factors were considered:

1. Qualifications, related experience or unique combination of those, of the Offeror
2. Qualifications, capabilities and experience of the proposed team leader or key personnel who are critical to achieving the Proposal objectives
3. Integration with transit facilities and active transportation infrastructure
4. Opportunity for transit improvements associated with the Proposal
5. Economic and regulatory feasibility of the Proposal
6. Quality of design

7. Provision of community benefits
8. Inclusion of SBE/DBE/DVBE and Community-Based Organizations (CBOs)
9. Innovative and unique characteristics
10. Financial offer

Based on the review of LTSC's Phase 2 Proposal, staff determined the proposal warranted further consideration. In accordance with Federal Transit Administration (FTA) requirements and Metro's JD UP Policy, the next step in the process was to publish Metro's interest in the joint development of the Project for 30 days in order to provide adequate opportunity to receive competing proposals and/or comments. Staff notified community stakeholders, city officials, and Board members of its plans to post the opportunity.

In accordance with the JD UP, Metro staff could proceed with one of four scenarios following the 30-day posting period:

1. Metro receives no additional proposals and decides to pursue the original Unsolicited Proposal. Staff may recommend the Board consider entering into an Exclusive Negotiation Agreement and Planning Document with the proposer under which further community outreach, planning and project refinement would occur.
2. Metro receives additional proposals and desires to further evaluate and negotiate with one of the proposers, be it the previously received proposal or one of the new proposals received as a result of the publication.
3. Metro receives additional proposals and, based on this evidence of interest, determines that it is in Metro's best interest to reject and return all submittals and conduct a full competitive procurement.
4. Regardless of the number of proposals received, Metro may determine that it is in its best interests not to move forward with any proposal.

On September 22, 2017, V/CM staff published Metro's interest in the joint development of this Project in order to provide adequate opportunity for interested parties to comment or submit competing proposals. This was posted on Metro's Vendor Portal and advertised in the *Los Angeles Times*, *La Opinion*, and *Korea Times*. The opportunity was also sent to Metro's JD interested developer's email list. In addition, Metro staff also notified the Office of Los Angeles City Councilman Mitch O'Farrell, the East Hollywood Business Improvement District and the East Hollywood Neighborhood Council to make them aware of Metro's interest in joint development at the Vermont/Santa Monica Station. Staff received six questions from interested parties that were responded to prior to the due date. On October 23, 2017, one additional proposal was received from Hollywood Community Housing Corporation (HCHC).

B. Evaluation of Competing Proposal

Metro staff reviewed the proposal submitted by HCHC. While it was determined that it met the preliminary requirements, the evaluation committee concluded the original UP has greater potential to advance Metro’s Transit Oriented Communities objectives and JD Policy goals. Therefore, staff recommends pursuing the original UP submitted by LTSC.

C. Background on Recommended Developer

The recommended firm, Little Tokyo Service Center Community Development Corporation (LTSC), is a 501(c)(3) non-profit and Community-Based Organization (CBO) and was founded in 1979. LTSC is located in Los Angeles and has developed close to 1,000 units of affordable housing and 130,000 square feet of community-based commercial real estate. Their projects are located in communities throughout the region including Little Tokyo, Koreatown, South Los Angeles, Van Nuys and Sun Valley.

D. DEOD Summary

Metro encourages Development Teams to create opportunities to include Metro-certified SBE/DBE and DVBE firms in their projects, through professional and/or construction services. LTSC did not commit to SBE/DVBE or DBE participation in its proposal. However, LTSC is planning to engage the expertise of the Asian Pacific Islander Small Business Program (API SBP), which is a collaborative of five community organizations: the Chinatown Service Center, Koreatown Youth & Community Center, Little Tokyo Service Center CDC, Search to Involve Pilipino Americans and Thai Community Development Center. LTSC will initially work with the API SBP’s Thai Business Counselor to ensure the retail space can accommodate any needs of enterprising local small businesses.

E. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy (PLA/CCP) will be applicable on this Joint Development project. The PLA/CCP requires that the Developer commit to meet the applicable Targeted Hiring Requirements.

Federally Funded Projects		
Extremely / Economically Disadvantaged Worker Goal	Apprentice Worker Goal	Disadvantaged Worker Goal
40%	20%	10%

Non-Federally Funded Projects		
Community / Local Area Worker Goal	Apprentice Worker Goal	Disadvantaged Worker Goal
40%	20%	10%

Vermont/Santa Monica Joint Development Project



Planning and Programming Committee

March 14, 2018

Agenda Item 6




Metro®

Recommendation

Enter into an 18-month Exclusive Negotiation Agreement (ENA) with Little Tokyo Service Center (LTSC) Community Development Corporation for development of 1.06 acres of Metro-owned property at the Vermont/Santa Monica Station.


Vermont/Santa Monica Joint Development Site



 **Metro Property**

Size: 1.06 acres

Use: Station plaza, portal, and surface parking

 Station Portal

 **LTSC Property**

Size: .45 acres

Use: Restaurant, surface parking, and residential

Total Site: 1.51 acres

Joint Development Unsolicited Proposal

- 2015: Development Analysis - joint development infeasible – irregular lot configuration
- 2017: LTSC CDC submitted an Unsolicited Proposal
 - Posted publicly to allow for competing proposals
 - 1 competing proposal received
- LTSC site control of 4 adjacent parcels – expands developable footprint

Joint Development Unsolicited Proposal

- LTSC Proposed Project
 - 160 units – 100% affordable
 - 50% for individuals with special needs
 - 30-60% Area Median Income (AMI)
 - 21,000 square feet of ground floor commercial and services space
- LTSC is an experienced developer with over 1,000 affordable units in portfolio

Next Steps

- Spring 2018 – Refine project design & commence outreach
- By End of 2018 – Complete project's Conceptual Plan & Schematic Design Drawings
- 1st half of 2019 – Obtain project entitlements/CEQA clearance
- Over ENA term – Negotiate key terms and conditions of Joint Development Agreement (JDA) & Ground Lease
- Summer 2019 – Return to Board for approval to enter into JDA & Ground Lease



Board Report

File #: 2017-0916, **File Type:** Program

Agenda Number: 8.

**PLANNING AND PROGRAMMING COMMITTEE
MARCH 14, 2018**

**SUBJECT: METRO BIKE SHARE EXPANSION ENVIRONMENTAL
AND TITLE VI ANALYSES**

ACTION: APPROVE RECOMMENDATIONS FOR METRO BIKE SHARE EXPANSION

RECOMMENDATION

CONSIDER:

- A. ADOPTING the Metro Bike Share Phase III through V Expansion Environmental Analysis findings that the expansion qualifies for a Categorical Exemption under Section 15303 (Class 3), New Construction or Conversion of Small Structures (Attachment A);
- B. AUTHORIZING staff to file the Notice of Exemption for the Phase III through V Expansion;
- C. ADOPTING the Phase III through V Expansion Title VI and Environmental Justice Analysis findings that there is no Disparate Impact and no Disproportionate Burden associated with the expansion (Attachment B); and
- D. AUTHORIZING the CEO to negotiate and execute an amendment to the Memorandum of Understanding (MOU) between the City of Los Angeles and Metro to expand the Metro Bike Share service area with reallocated equipment within these Environmentally, Title VI, and Environmental Justice cleared areas.

ISSUE

An Environmental Analysis and Title VI and Environmental Justice Analysis have been completed for the Metro Bike Share Phase III through V Expansion ("Project"). In order to proceed, staff requests Board adoption of the analysis findings, authorization to file the Notice of Exemption, and authorization to amend the MOU with the City of Los Angeles.

DISCUSSION

Background

At the January 2014 meeting, the Board Motion 58 authorized the CEO to procure, contract, and

administer a bike share program. The Metro Bike Share system opened Phase I on July 17, 2016 in downtown Los Angeles and Phase II expansion was implemented in summer 2017 to Pasadena, Port of Los Angeles and Venice.

Expansion of the Metro Bike Share system is consistent with the Implementation Plan adopted by the Board in June 2015. Stations will be installed in accordance with local regulations and considerations regarding locations of fire hydrants, crosswalks, driveways, standpipes, street furniture, bus stops/shelters, impact on sight lines, and environmentally sensitive areas. Implemented and anticipated expansion phasing is provided below:

- *Phase I (implemented)*: Downtown Los Angeles
- *Phase II (implemented)*: Pasadena, Port of Los Angeles, Venice
- *Phase III (anticipated)*: Culver City, Marina del Rey, Palms/Mar Vista/Playa del Rey/Del Rey/Playa Vista, Echo Park/Silver Lake, Koreatown, MacArthur Park/Westlake, USC/Expo Park/University Park, San Gabriel Valley
- *Phase IV (anticipated)*: East Los Angeles, Glendale, Burbank, North Hollywood, Hollywood/East Hollywood
- *Phase V (anticipated)*: Boyle Heights, Mid-City, Huntington Park, Inglewood, Downey, Whittier

Environmental Analysis Findings

The environmental analysis for the Project has been completed in compliance with CEQA requirements. The findings show that the expansion qualifies for exemption under CEQA Categorical Exemption, *Section 15303 (Class 3) New Construction or Conversion of Small Structures*, because it involves a limited number of new, small structures. Stations have limited disturbance since most will be placed on existing paved rights-of-way such as sidewalks and streets. Small concrete pads and electrical connection work may be installed/performed on a limited number of stations.

None of the exceptions to the Categorical Exemptions apply to this Project. The Project does not contain important farmland, wetlands, wild and scenic rivers, floodplains or critical habitats. Stations will be located near historic structures but they are congruent with the existing urban fabric and as such would not impact any archeological or paleontological sites. The Project sites will not be located on sites identified as containing hazardous materials. Approval to file a Notice of Exemption will complete this process and move the Project forward.

Title VI and Environmental Justice Analysis Findings

A Title VI and Environmental Justice equity evaluation has been completed consistent with the requirements set forth in Executive Order 12890 and 49CFR Section 21.5. While thresholds have not been established for non-transit programs such as bike share, this equity evaluation seeks to determine whether or not there is reason to believe that the siting of bike share facilities might cause a Disparate Impact or Disproportional Burden. Two separate analyses were performed: one taking into consideration the minority population share, the other taking into consideration the poverty population share aggregated for all block groups within the existing and proposed bike share service areas and comparing both demographic characteristics with that of the Los Angeles County population.

The analyses found that there is no Disparate Impact and no Disproportionate Burden associated with the Project. Although the minority share of the population benefitting from the proposed program is 2.3% greater than for the County as a whole, the difference is less than 5% and presumed to be no Disparate Impact, consistent with the threshold applicable to transit service and fare changes. The poverty share of the proposed Project is 0.2% less than for the County as a whole and therefore has no Disproportionate Burden.

City of Los Angeles Reallocation

A station performance analysis of the existing downtown Los Angeles station locations has revealed that station placement may be optimized by relocation to provide enhanced service to patrons. Station relocation will expand the Metro Bike Share service area with no additional capital costs since existing equipment will be utilized. Stations will only be relocated in areas that have been cleared through Board-adopted Environmental and Title VI/Environmental Justice analyses.

Staff requests Board authorization to negotiate and execute an amendment to the MOU with the City of Los Angeles expanding the Metro Bike Share service area with reallocated equipment.

DETERMINATION OF SAFETY IMPACT

Board approval of the recommendations will not have any adverse safety impacts on Metro employees and patrons.

ALTERNATIVES CONSIDERED

The Board may choose not to act on any of the recommendations. This alternative is not recommended as it is not in line with previous Board direction.

NEXT STEPS

Upon Board adoption and authorization, the Notice of Exemption for the Phase III through V Expansion will be filed and the MOU will be negotiated with the City of Los Angeles.

The approvals recommended here are necessary for any expansion efforts going forward. Staff will return in Spring 2018 with a refined Business Plan for the Bike Share program, against which specific recommendations for Phase III implementation will be developed.

ATTACHMENTS

Attachment A - Environmental Analysis for Phase III through V Expansion

Attachment B - Title VI and Environmental Justice Analysis for Phase III through V Expansion

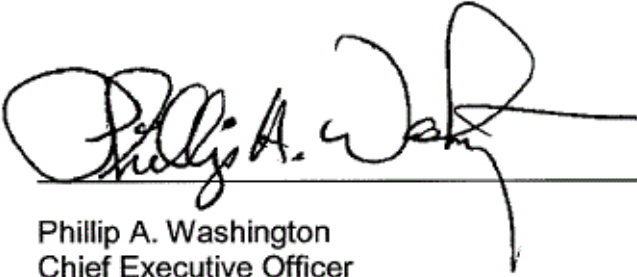
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Chief Executive Officer

CATEGORICAL EXEMPTION

INTRODUCTION

The Los Angeles County Metropolitan Transportation Authority (Metro) is proposing to expand its existing Countywide Bike Share network (proposed project). Phase 1 of Metro's bike share program began with the approval of up to 80 bike share stations and 1,000 bikes in downtown Los Angeles. Phase 2 of the program added approval of up to 60 new stations in Port of Los Angeles, Venice, and Pasadena. The proposed project consists of implementation of Phases 3, 4 and 5 of the expansion program and would add up to 4,409 bikes throughout Los Angeles County (not including the San Gabriel Valley). Within San Gabriel Valley, the proposed project would add up to 840 bikes.

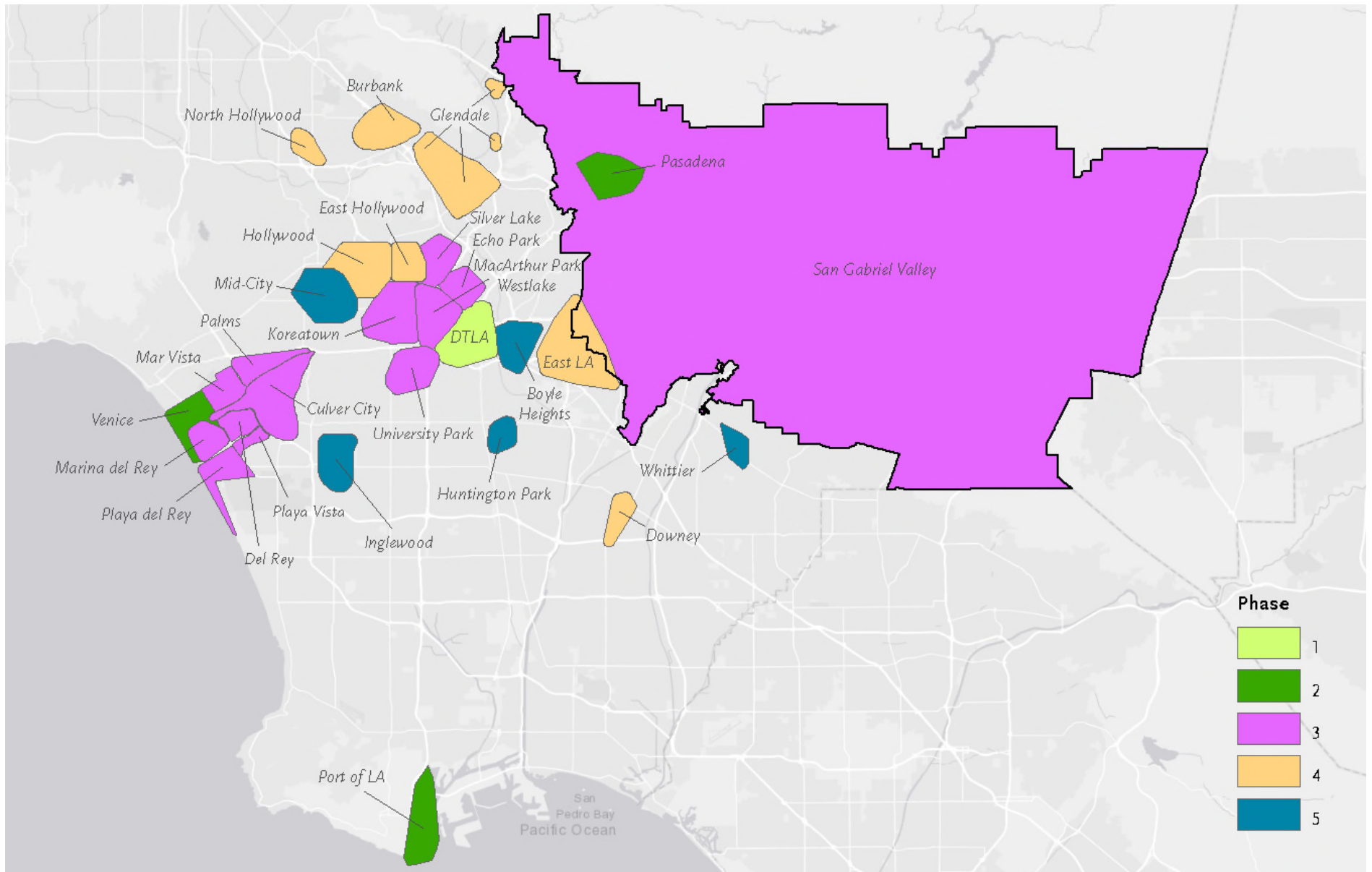
Final bike share station locations have not been identified at this time; however, the stations would typically be surrounded by commercial sites with high foot traffic and served by public transit. Final site selection for bike share stations would be determined during the construction phase, and specific locations like intersection corners, nearby intersections, or mid-block locations, would be determined based on key factors like visibility and safety. Collaboration between Metro and the various cities to identify the locations of bike share stations is ongoing. Metro is serving as the California Environmental Quality Act (CEQA) Lead Agency for the proposed project and would have final approval of all project plans and environmental documents.

PROJECT DESCRIPTION

The proposed bike share equipment and technology would include Third and Fourth Generation type equipment with the option to upgrade equipment and technology as needed. For a Third-Generation configuration, the bike share docking stations are wired together with plates or a top bar and a cell/satellite connection is placed at each station kiosk. The bikes would be locked at each dock station and solar power would be connected on top of the kiosk to enable bike share operations. Fourth Generation stations may have a kiosk with a cell/satellite connection and the docks are simple bike racks with no wiring; however the addition of electric bikes may result in power being wired to these docks. While most kiosks would be solar powered, some locations would include hard wiring for power. There are different configurations of the bike share stations, and the exact type would be determined during construction to best accommodate space and accessibility requirements. Metro would own, operate and maintain the system's equipment and docking stations.

The bike share station components are further described in **Table 1**. The service areas where the bike share stations would be located and expansion phases are shown in **Figure 1**.

TABLE 1: METRO BIKE SHARE STATION COMPONENTS	
Component	Description
Construction of Docking Station	Docking stations would be dropped into place. Docking stations would be held down with a weighted base and/or bolted to the ground requiring minimal ground disturbance. Most stations are solar powered; however, some locations would include hard wiring for power.
Construction Equipment	Lift gate, pallet jack, trucks.
Construction Duration	Installation of docking stations would take approximately four hours.
Project Operation	Docking stations would be operated by users with a pass card or a single-use permit. Bikes would be used and exchanged between stations. Solar stations would power most docking and payment stations, however some locations would include hard wiring for power.
SOURCE: Metro, 2018.	



Each bike share station would be sized based on ridership expectations as outlined in the Regional Bike Share Implementation and Feasibility Plans. Station location considerations, outlined in the Regional Bike Share Implementation Plan, include space, safety, access, visibility, property ownership, solar access, route planning, bike share network, and street design and guidelines. Bike share stations would be installed in accordance with local regulations regarding fire hydrants, crosswalks, driveways, standpipes, doorways, sidewalk widths, and effective widths. The bike share stations would not be located on sites identified as containing natural habitat or hazardous materials. Most of the bike share station installations would not require digging or ground disturbance, as the stations would have a weighted base and/or be bolted to the ground typically on existing hard surfaces including sidewalks, plazas and on street locations. Some locations may require minimal ground disturbance for installation of a concrete pad to place docking station.

A. EXEMPT STATUS

The proposed project qualifies for a CEQA Categorical Exemption under CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures (Class 3).

B. REASON WHY THE PROJECT IS EXEMPT

Article 19 (Categorical Exemptions) of the CEQA Guidelines lists classes of projects that are exempt from the requirements of CEQA. This section analyzes why the proposed project meets the conditions for a Class 3 – New Construction or Conversion of Small Structures exemption and includes the reasons why none of the possible exceptions to Categorical Exemptions, found in Section 15300.2, Exceptions, apply to the proposed project. The statutory language of each condition and possible exception is printed in bold italics below, followed by the project-related analysis for each condition and exception.

Categorical Exemption Analysis

15303 New Construction or Conversion of Small Structures

Class 3 consists of construction and location or limited numbers of new, small facilities or structures, installation of small new equipment and facilities in small structures...

The proposed project meets this condition. The proposed project is categorically exempt from environmental review under CEQA because it involves the installation of a limited number of new small structures throughout Los Angeles County. Specifically, the proposed project would install stations for and deployment of up to 4,409 bikes within, but not limited to, the following cities and unincorporated portions of the County of Los Angeles:

- Burbank
- Culver City
- Downey
- East Los Angeles
- Glendale
- Huntington Park
- Inglewood
- Los Angeles – Boyle Heights
- Los Angeles – Del Rey
- Los Angeles - Echo Park
- Los Angeles - Hollywood / East Hollywood
- Los Angeles - Koreatown
- Los Angeles - MacArthur Park / Westlake
- Los Angeles - Mar Vista
- Los Angeles - Mid-City
- Los Angeles - North Hollywood
- Los Angeles - Palms
- Los Angeles - Playa del Rey
- Los Angeles - Playa Vista
- Los Angeles - Silver Lake
- Los Angeles - University Park / Exposition Park / USC
- Marina del Rey
- Whittier

Stations for and deployment of up to 840 additional bikes would be installed in the San Gabriel Valley within, but not limited to, the following cities and unincorporated portions of the County of Los Angeles:

- Baldwin Park
- Claremont
- Covina
- Duarte
- El Monte
- Glendora
- La Verne
- La Canada Flintridge
- Monrovia
- Monterey Park
- Pomona
- San Dimas
- South El Monte
- South Pasadena
- West Covina

As discussed above, most of bike share station installations would not require digging or ground disturbance, as the stations would have a weighted base and/or would be bolted to the ground, typically on existing hard surfaces including sidewalks, plazas and on street locations. However, some locations may require minimal ground disturbance for installation of a concrete pad to place a docking station. Nonetheless, ground disturbance would be minimal, and as analyzed below, would not impact environmental resources.

Conclusion

The proposed project qualifies for the Section 15303, New Construction or Conversion of Small Structures (Class 3), exemption category under CEQA.

C. EXCEPTIONS TO CATEGORICAL EXEMPTION ANALYSIS

15300.2 Exceptions

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located—a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

This exception does not apply to the proposed project. The final bike share station locations have not been identified at this time; however, the stations would typically be surrounded by commercial sites with high foot traffic and served by public transit. The stations have a weighted base and/or would be bolted to the ground, typically on existing hard surfaces including sidewalks, plazas and on street locations. The final locations would be determined during the construction phase, and specific locations like intersection corners, nearby intersections, or mid-block locations, would be determined based on key factors like visibility and safety.

Natural Habitat and Endangered Species

Most of the bike share stations would be located on existing hard surfaces including sidewalks, plazas and on street locations. The docking stations would be placed on previously disturbed paved areas via lift gate or pallet jack, and would be held down by a weighted base and/or bolted to the ground. Some of the bike share stations may require minimal ground disturbance for installation of a concrete pad to place a docking station; however, the bike share stations would be located in developed urban areas. The locations selected for the bike share stations would not contain important farmland, wetlands, wild and scenic rivers, floodplains, or critical habitat. No natural habitat or endangered species would be impacted, as the bike share station locations would be surrounded by commercial sites with high foot traffic and served by public transit. Any existing vegetation impacted by the proposed project would be ornamental. Collaboration between Metro and the various cities to identify the final bike share station locations is ongoing; however, the proposed project would not impact would not impact natural habitats and endangered or threatened species.

Historic Resources

Los Angeles County contains numerous historic buildings and historical districts, and therefore, it is likely that some of the bike share stations would be located near historic places and structures. Nonetheless, due to their location in urban areas and their small size, the bike share stations would not damage historic resources' integrity or create new visual barriers that would change the historic character of an area or break up the continuity of a historic district. The bike share stations would be visually congruent with any historic structures and the existing urban setting. The stations would be located on existing hard surfaces including sidewalks, plazas and on street locations and would not constitute a substantial visual change in the character of an area or contribute to a decline in a historic resource's importance. Installation of some bike share stations may require minimal ground disturbance for installation of a concrete pad to place a docking station; however, the station locations would be situated in previously disturbed urban areas. As such, the proposed project would not impact any archaeological or paleontological resources. Collaboration between Metro and the various cities to identify the final bike share station locations is ongoing; however, the proposed project would not impact historic resources.

Hazardous Waste Site

The final bike share station locations have not been identified at this time; however, the bike share stations would be located in urban areas surrounded by commercial sites. Therefore, it is likely that some of the stations may be located near hazardous sites that are included on a list compiled pursuant to Section 65962.5. Nonetheless, most of the bike share stations would be located on existing hard surfaces including sidewalks, plazas and on street locations, and the stations would be placed on previously disturbed paved areas via lift gate or pallet jack, and would be held down by a weighted base and/or bolted to the ground. As such, any hazardous sites would not be impacted by proposed project. In addition, similar to how key factors like visibility and safety would determine final site selection, a search of the GeoTracker and EnviroStor environmental databases would be conducted to determine if the final bike share stations locations are included on any list compiled pursuant to Section 65962.5 of the Government Code. Collaboration between Metro and the various cities to identify the final bike share station locations is ongoing; however, the stations would not be located on sites included on any list compiled pursuant to Section 65962.5 of the Government Code.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

This exception does not apply to the proposed project. The proposed project would install new small structures throughout Los Angeles County. Most of the bike share station installations would not require digging or ground disturbance, as the stations would have a weighted base and/or be bolted to the ground, typically on existing hard surfaces including sidewalks, plazas and on street locations. Some locations may require minimal ground disturbance for installation of a concrete pad to place a docking station. However, because ground disturbance would be minimal, the proposed project would not result in any significant impacts and would not contribute to any cumulative biological or cultural resources impacts. Therefore, this exception would not apply to the proposed project.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

This exception does not apply to the proposed project. Although the final bike share station locations have not been identified at this time, there are no unusual circumstances or planned project operations that would create a reasonable possibility of significant effects to the environment. Bike share stations would be installed in accordance with local regulations regarding fire hydrants, crosswalks, driveways, standpipes, doorways, sidewalk widths, and effective widths. The bike share stations have a weighted base and/or would

be bolted to the ground, typically on existing hard surfaces including sidewalks, plazas and on street locations. Some locations may require minimal ground disturbance for installation of a concrete pad to place a docking station. Nonetheless, the proposed project would not have a significant effect on any biological or cultural resources, and the proposed project would be compatible with the existing urban setting of the services. Land uses in the vicinity of the bike share stations would not change their functions. Therefore, there would be no potential for significant effects, and this exception would not apply to the proposed project.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

This exception does not apply to the proposed project. While there are designated scenic highways in Los Angeles County, the proposed project would not impact any scenic resources within an officially designated state scenic highway due to and the size of the bike share stations and their location in urban areas. Therefore, this exception would not apply to the proposed project.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

This exception does not apply to the proposed project. As discussed above, the final bike share station locations have not been identified at this time. Nonetheless, a search of the GeoTracker and EnviroStor environmental databases would be conducted to determine if the locations of the bike share stations are included on any list compiled pursuant to Section 65962.5 of the Government Code. Therefore, this exception would not apply to the proposed project.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

This exception does not apply to the proposed project. As discussed above, it is likely that some of the bike share stations would be located near historic places and structures. Nonetheless, due to their location in urban areas and their size, the bike share stations would not cause a substantial adverse change in the significance of a historical resource. The bike share stations would be visually congruent with any historic structures and the existing urban setting. Installation of some bike share stations may require minimal ground disturbance for installation of a concrete pad to place a docking station; however, the station locations would be situated in developed urban areas that have been previously disturbed. As such, proposed project would not impact any historical resources. Therefore, this exception would not apply to the proposed project.

Conclusion

There are no wetlands, endangered species, wildlife habitats, and cultural, historical, and archaeological resources that would be impacted by the proposed project and the bike share stations would not be located on a hazardous site that is included on any list compiled pursuant to Section 65962.5 of the Government Code. Therefore, these exceptions would not apply to the proposed project.

**Equity Analysis
Methodology & Results**

**Proposed Bike Share Program
Siting of Program Locations
October 2017
Revised February 2018**

Service Planning and Scheduling
Civil Rights Programs Compliance

Contents

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1. PROPOSAL OVERVIEW

Metro's countywide bike share program has developed a five phase plan for implementing the bike share program in 40 community areas. Participants would be able to rent and return a bicycle from any of the program's self service locations. The first two phases of the program have been implemented, and were previously evaluated for Title VI and Environmental Justice impacts. This document's evaluation considers the overall program. This evaluation compares the demographics of those community areas that would benefit from the program with the demographics of Los Angeles County.

2. METHODOLOGICAL APPROACH

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin.

If policies and practices have a potential discriminatory effect a recipient must modify the proposed changes in order to avoid, minimize, or mitigate potential disparate impacts, and then reanalyze the proposed changes in order to determine whether the modifications actually removed the potential disparate impacts. If the recipient chooses not to alter the proposed policy or practice despite the potential disparate impact, they may implement the policy or practice if they can show that it was necessary to achieve a substantial legitimate objective and that there were no alternatives that would have a less disparate impact on minority populations.

Additionally, Persons with limited English proficiency must be afforded a meaningful opportunity to participate in programs that receive Federal funds. Policies and practices may not deny or have the effect of denying persons with limited English proficiency equal access to Federally-funded programs for which such persons qualify. This aspect of Title VI is not evaluated with regard to the placement of program facilities.

Environmental justice was first identified as a national policy in 1994 when President Clinton signed Executive Order 12898 (E.O. 12898), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*. This order requires that each federal agency shall, to the greatest extent allowed by law, administer and implement its programs, policies, and activities that affect human health or the environment so as to identify and avoid "disproportionately high and adverse" effects on minority and low-income populations. E.O. 12898 thus applies to a wider population than Title VI, which does not cover low-income populations.

A Title VI and Environmental Justice equity evaluation has been completed consistent with the requirements set forth in Executive Order 12890 and 49CFR Section 21.5. One of the primary purposes of a bike share network is to provide first and last mile connectivity for the transit system. As such a bike share system can be considered as a transit amenity and a similar methodology can be used to determine the Title VI and Environmental Justice Impacts. This equity evaluation is based on the analysis of this amenity in the context of the entire system and uses the same thresholds that are applied to other transit amenities.

The basic approach to this analysis is to compare the demographics of the populations within the proposed community areas that would receive bicycle share facilities to the demographics of Los Angeles County. Since the availability of a bike share facility is considered a benefit, then the benefiting population should not be significantly less minority or significantly less poor than the county population. If this is so, then there is a presumption of a Disparate Impact on minorities and/or a Disproportionate Burden on poverty level persons.

Data Sources

Data on the ethnicity and household income levels of the population of Los Angeles County was obtained from the 2010 US Census. Population ethnicity is available at the block group level. The poverty classification of households, and therefore members of those households, was obtained from the 2011-2015 American Community Survey (another US Census data product) and is available at the census tract level.

Step By Step Methodology

A list of the proposed community areas that would receive bicycle share facility locations was obtained and linked to a geographic database containing census data (Table 1). Two separate analyses were performed: (1) the minority and total populations of all block groups within the proposed bicycle share community areas were aggregated with the resulting minority population shares being compared to the minority share of the Los Angeles county population, and (2) the poverty and total populations of all census tracts within the proposed bicycle share community areas were aggregated with the resulting poverty population shares being compared to the poverty share of the Los Angeles county population.

Bicycle Share Program Phasing as of October 2017

Service Area	City	Square Mi.
<i>Phase 1</i>		
Downtown Los Angeles	Los Angeles	6.2
<i>Phase 2</i>		
Port of LA	Los Angeles	4.6
Venice	Los Angeles	4.7
Central Pasadena	Pasadena	4.1
<i>Phase 3</i>		
Baldwin Park	Baldwin Park	1.2
Claremont	Claremont	1.3
Covina	Covina	1.5
Culver City	Culver City	7.1
Del Rey	Los Angeles	2.4
Duarte	Duarte	1.6
Echo Park	Los Angeles	2.6
El Monte	El Monte	1.3
Glendora	Glendora	3.8
Koreatown	Los Angeles	6.3
La Canada Flintridge	La Canada Flintridge	4.2
La Verne	La Verne	1.3
MacArthur Park – Westlake	Los Angeles	4.1
Marina del Rey	Los Angeles County	2.2
Mar Vista	Mar Vista	2.3
Monrovia	Monrovia	2.1
Monterey Park	Monterey Park	2.6
Palms	Los Angeles	2.5
Playa del Rey	Los Angeles	2.7
Playa Vista	Los Angeles	1.3
Pomona	Pomona	1.8
San Dimas	San Dimas	2.5
Silver Lake	Los Angeles	3.5
South El Monte	South El Monte	1.2
South Pasadena	South Pasadena	1.8
West Covina	West Covina	1.3
University park	Los Angeles	3.8
<i>Phase 4</i>		
Burbank	Burbank	1.8
East Hollywood	Los Angeles	2.9
East Los Angeles	Los Angeles County	1.3
Glendale	Glendale	6.4
Hollywood	Los Angeles	6.6
North Hollywood	Los Angeles	1.5
<i>Phase 5</i>		
Boyle Heights	Los Angeles County	3.5
Downey	Downey	2.0
Huntington Park	Huntington Park	1.6
Inglewood	Inglewood	2.3
Mid-City	Los Angeles	5.4
Whittier	Whittier	1.6
Total Program Area		126.8

3. FINDINGS

The comparison of minority shares of the Los Angeles county population and those within block groups within the proposed bike share community areas is depicted in Table 2.

	Total Population	Minority Population	Minority Share
LA County Population	9,411,367	6,657,943	70.7%
Proposed Bicycle Share Community Areas	3,702,499	2,702,228	73.0%

Similarly, the comparison of poverty shares of the Los Angeles county population and those within census tracts within the proposed bike share community areas is depicted in Table 3.

	Total Population	Minority Population	Minority Share
LA County Population	9,576,850	1,747,429	18.2%
Proposed Bicycle Share Community Areas	4,022,592	723,485	18.0%

The minority population benefitting from the proposed program is an absolute 2.3% greater than the minority population of the County, and a relative 3.3% greater than the County. While there is no adopted standard for what constitutes a significant difference for a transit amenity, the absolute 5% difference threshold, and relative 20% difference threshold, applicable to transit service suggests that these differences would result in no Disparate Impact.

The poverty population benefitting from the proposed program is an absolute 0.2% less than the poverty population of the County, and a relative 1.1% less than the County. While there is no adopted standard for what constitutes a significant difference for a transit amenity, the absolute 5% difference threshold, and relative 20% difference threshold, applicable to transit service suggests that these differences would result in no Disproportionate Burden.



Planning and Programming Committee
March 14, 2018
Legistar File 2017-0916

March 2018

Environmental Analysis

- Completed in compliance with the California Environmental Quality Act (CEQA)
- Includes anticipated Metro Bike Share Expansion Phases III through V
- Finding: Qualifies for CEQA Categorical Exemption



Title VI and Environmental Justice Analysis

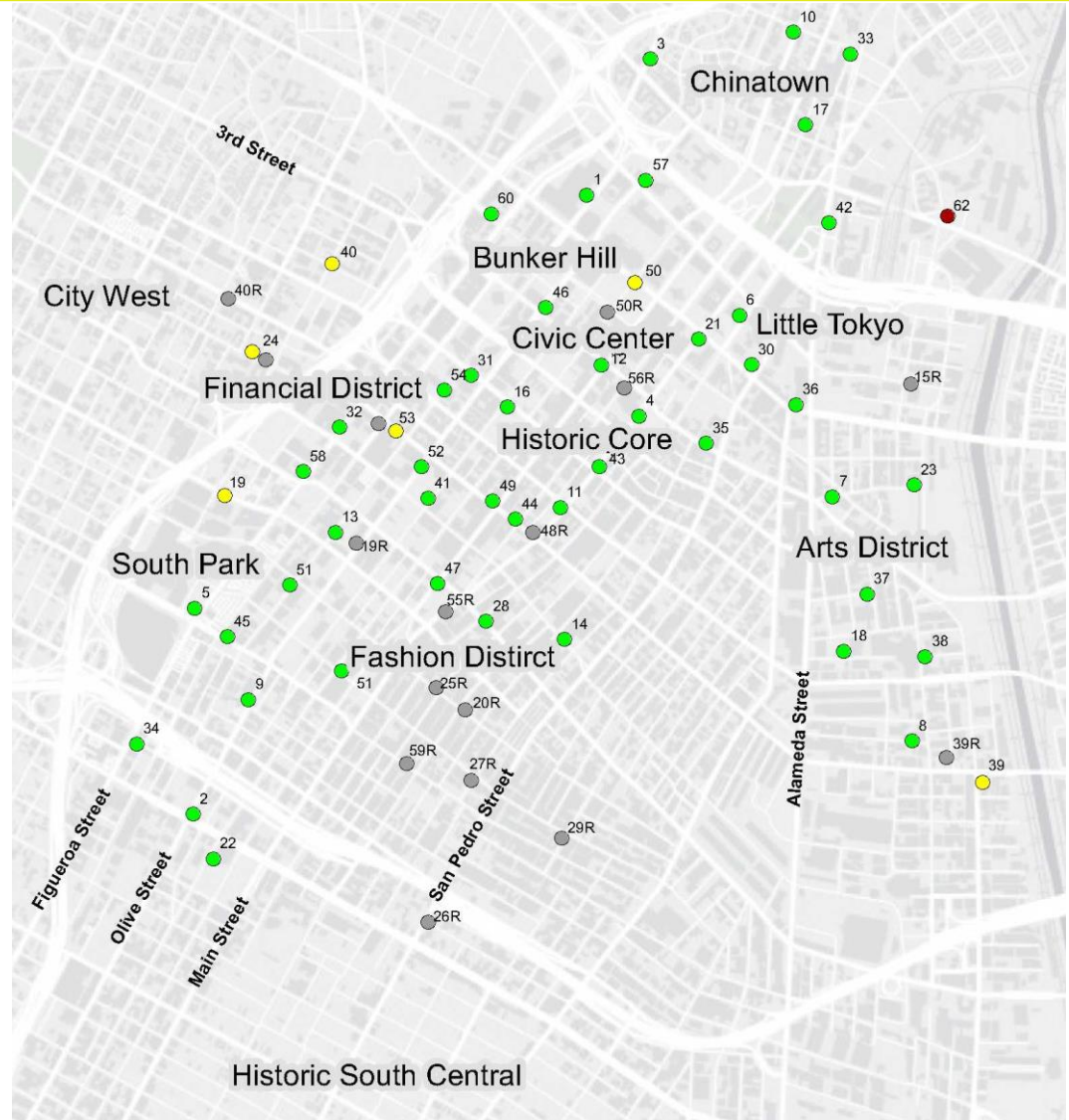
- No thresholds established for bike share programs
- Analysis completed consistent with Executive Order 12890 and 49CFR Section 21.5, applied to transit
- Two Analyses: Minority and Poverty Populations based on census data
- Finding: No Disparate Impact or Disproportionate Burden



Station Reallocation

- DTLA Stations to Remain
- DTLA Stations to Remove
- Relocated Station Location
- Potential New Station Location

Lower performing stations will be relocated to enhance the user experience



Next Steps

- Spring 2018 Board Meeting
 - Business Plan Update
 - Approval for Phase III Expansion
- June 2018 CTC Funding Allocation Request
 - USC
 - San Gabriel Valley
 - Return to Board for Approval
- Fall/Winter 2018 Phase III Expansion





Board Report

File #: 2018-0007, File Type: Resolution

Agenda Number: 9.

PLANNING AND PROGRAMMING COMMITTEE MARCH 14, 2018

**SUBJECT: CAP-AND-TRADE LOW CARBON TRANSIT
OPERATIONS PROGRAM (LCTOP)**

ACTION: APPROVE RESOLUTION FOR FISCAL YEAR 2017-18 LCTOP GRANT FUNDING

RECOMMENDATION

APPROVE the Resolution in Attachment A to:

- A. AUTHORIZE the Chief Executive Officer (CEO) or his designee to claim \$24,719,649 in fiscal year (FY) 2017-18 LCTOP grant funds for one year of Gold Line Foothill Extension Phase 2A operations and one year of Expo Line Phase 2 operations;
- B. CERTIFY that Metro will comply with LCTOP Certification and Assurances and the Authorized Agent requirements; and
- C. AUTHORIZE the CEO or his designee to execute all required documents and any amendments with the California Department of Transportation.

ISSUE

Each year the California Department of Transportation (Caltrans) makes LCTOP grant funds available through the California Air Resources Board's Cap-and-Trade Program. In February 2018, the State Controller's Office notified eligible agencies of FY 2017-18 fund allocation amounts, including \$24.7 million apportioned to Metro. To claim the grant award, Metro must prepare a request describing the proposed transit expenditures that will be funded using the LCTOP allocation. The grant application package must include a Board resolution that: 1) authorizes the CEO or his designee to claim \$24.7 million in FY 2017-18 LCTOP funds; 2) identifies the projects to be funded with the LCTOP funds; and 3) authorizes the CEO or his designee to execute and amend all required LCTOP documents with Caltrans including the Certifications and Assurances and Authorized Agent forms. As in FY17, staff is proposing to fund the operations of the Gold Line Foothill Extension Phase 2A and Expo Line Phase 2. Staff is seeking Board approval to submit the resolution contained in Attachment A.

DISCUSSION

LCTOP Program Funding

The LCTOP was created by California Senate Bill 862 to provide funding, on a formula basis, for operational or capital expansion projects to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. The grant funds are derived from California's Cap-and-Trade Program and are the result of quarterly auctions of emission credits for greenhouse gas emitters regulated under Assembly Bill AB32. Auction proceeds, known as the Greenhouse Gas Reduction Funds (Fund), are to be reinvested in various projects to further reduce emissions. In FY 2017-18, \$97 million has been allocated to LCTOP statewide, one of 11 such programs, from the Fund.

Transit agencies receiving funds from the LCTOP shall submit expenditure proposals listing projects that meet any of the following criteria:

- Expenditures that directly enhance or expand transit service by supporting new or expanded bus or rail services, new or expanded water-borne transit or expanded intermodal transit facilities, and may include equipment acquisition, fueling, maintenance, and other costs to operate those services or facilities,
- Operational expenditures that increase transit mode share,
- Expenditures related to the purchase of zero-emission buses, including electric buses and the installation of the necessary equipment and infrastructure to operate and support zero emissions buses, and
- For agencies whose service area includes a Disadvantaged Community (DAC) as identified in Section 39711 of the Health and Safety Code, 50% of total funds received shall be expended on projects or services that benefit the DAC.

Assembly Bill 1550 (AB 1550) modified existing legislation for DAC benefits, and created additional requirements for low-income communities and low-income residents. These requirements are as follows:

- 5% of available funds must be allocated to projects that benefit low-income households or to projects located within, and benefiting individuals living in, low-income communities, and
- 5% of available funds must be allocated to projects that benefit low-income households that are outside of, but within a ½ mile of, disadvantaged communities, or to projects located within the boundaries of, and benefiting individuals living in, low-income communities that are outside of, but within a ½ mile of disadvantaged

communities.

The Lead Agency must document and select the appropriate information to show their project meets all DAC and AB 1550 population requirements.

Project Eligibility Criteria

All projects must be consistent with the project lead's most recently adopted short-range transit plan, regional plan, or publicly-adopted plan. For project leads in a Metropolitan Planning Organization area, projects must also be consistent with the Sustainable Communities Strategy. Additionally, capital projects must meet useful life requirements consistent with State General Obligation Law, with buses or rail rolling stock considered to have a useful life of two or more years. The LCTOP specifically requires documentation that each proposed project will achieve a reduction in greenhouse gas emissions and improve mobility.

Another significant goal of LCTOP is to maximize benefits to DACs, low-income communities and/or low-income households. The California Environmental Protection Agency (CalEPA) has used an environmental health screening tool to delineate DACs through a calculation based on environmental (especially air quality), socio-economic, and public health factors. DACs, as defined, are disproportionately located in both Los Angeles County and the Central Valley, and notably less prevalent in other major metropolitan areas. In addition, the recent passage of AB 1550 modified existing legislation regarding DAC benefits and added requirements for low-income communities and low-income households. CalEPA has provided a mapping tool identifying communities that meet the AB 1550 criteria.

Metro-specific Considerations in Selecting LCTOP Projects

Staff developed the FY 2017-18 LCTOP funding recommendation with an eye toward LCTOP-eligible projects targeted to improve the balance between Metro's financial commitments and funding availability. As stated above, operations of new or expanded rail and bus services that reduce greenhouse gas emissions and provide benefits to disadvantaged communities are eligible for this fund source. Only the first few years of new service operations are eligible to be funded with LCTOP grants because the program goal is to help initiate new service. Therefore staff recommends using this grant to partially fund another year's operation of Expo Phase 2 and Gold Line Foothill Extension services because these projects best meet the grant eligibility criteria.

Specifically, the Metro Gold Line Foothill project adds six new light rail transit stations, five of which are located within neighborhoods designated as DACs and/or low-income communities per AB 1550 criteria. The project improves mobility for passengers living in these communities by providing direct, safe and reliable transit service to major employment centers in Pasadena, South Pasadena and Downtown Los Angeles. The service provides DAC and low-income populations in Monrovia, Duarte, Irwindale, Highland Park and downtown Los Angeles more direct access to educational facilities such as the campuses of Mount Sierra College, Citrus College, Azusa Pacific University, Pasadena City College and the California Institute of Technology. Additionally, the route provides direct access to medical services provided by the Huntington Hospital complex and its adjacent Urgent and

Emergency Care facilities in Pasadena.

Similarly, the Metro Expo Line Phase 2 adds seven new light rail transit stations, five of which are located in or adjacent to neighborhoods designated by AB 1550 as disadvantaged and/or low-income communities. This project improves access to residents of those neighborhoods by providing direct transit service to major employment centers in Santa Monica and West Los Angeles. This line also significantly improves access to educational opportunities offered by Santa Monica College, and health service providers such as the UCLA Medical Center in Santa Monica and Providence Saint John's Health Center.

FINANCIAL IMPACT

Adoption of the LCTOP resolution and authorization of the CEO to execute the required documents to claim LCTOP funds would positively impact the agency's budget by making \$24.7 million available to support the operation of Metro Rail service.

Impact to Budget

Claiming LCTOP funds will have a positive impact on the FY18 budget, as LCTOP funds are scheduled to be disbursed to Metro in June 2018 for use in FY19.

ALTERNATIVES CONSIDERED

The Board may choose not to approve the resolution in Attachment A. Staff does not recommend this alternative because it would risk loss of Metro's FY 2017-18 LCTOP fund allocation amount of \$24.7 million.

NEXT STEPS

- March 30, 2018: Metro submits allocation request to Caltrans.
- June 1, 2018: Caltrans and Air Resources Board approve list of projects and submit to State Controller's Office
- June 30, 2018: State Controller's Office releases approved project amounts to recipients

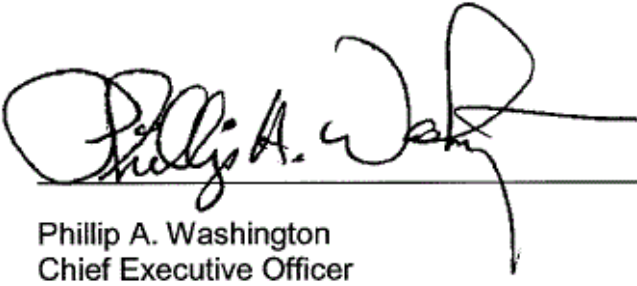
ATTACHMENTS

Attachment A - Resolution to Execute LCTOP Projects, Certifications and Assurances, and Authorized Agent Forms

Attachment B - Funding Table

Prepared by: Vince Lorenzo, Sr. Mgr., Transportation Planning, (213) 922-4320
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Phillip A. Washington
Chief Executive Officer

Los Angeles County Metropolitan Transportation Authority

Board Resolution

**Authorization for the Execution of the Low Carbon Transit Operations Program
(LCTOP) Projects:**

Metro Gold Line Foothill Extension Phase 2A Operations - \$12,359,824

Metro Expo Line Phase 2 Operations - \$12,359,825

and

LCTOP Certifications and Assurances and Authorized Agent Forms

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, Metro wishes to implement the LCTOP projects listed above; and

WHEREAS, Metro wishes to delegate authorization to execute these documents and any amendments thereto to the Chief Executive Officer (CEO), or his designee; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Los Angeles County Metropolitan Transportation Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the CEO or his designee is authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.



Metro

Los Angeles County
Metropolitan Transportation Authority

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Los Angeles County Metropolitan Transportation Authority that it hereby authorizes the submittal of the following project nominations and allocation requests to the Department in FY 2017-18 LCTOP funds:

Project Name: Metro Gold Line Foothill Extension Phase 2A

LCTOP Funds Requested: \$12,359,824

Description: 1 year operations of Metro Gold Line Foothill Extension Phase 2A service. The project adds six new light rail transit stations, five of which are located within neighborhoods designated as DACs and/or low-income communities per AB 1550 criteria. The project improves mobility for passengers living in these communities by providing direct, safe and reliable transit service to major employment centers in Pasadena, South Pasadena and Downtown Los Angeles.

Project Name: Metro Expo Light Rail Line Phase 2

LCTOP Funds Requested: \$12,359,825

Description: 1 year operations of Metro Expo Light Rail Line Phase 2 service. The project adds seven new light rail transit stations, five of which are located in, or adjacent to neighborhoods designated by AB 1550 as disadvantaged and/or low-income communities. This project improves access to residents of those neighborhoods by providing direct transit service to major employment centers in Santa Monica and West Los Angeles.



Los Angeles County
Metropolitan Transportation Authority

Metro

CERTIFICATION

The undersigned, duly qualified and acting as the Secretary of the Los Angeles County Metropolitan Transportation Authority, certifies that the foregoing is a true and correct representation of the Resolution adopted at a legally convened meeting of the Board of Directors of the Los Angeles County Metropolitan Transportation Authority held on Thursday, March 22, 2018.

Michelle Jackson
LACMTA Secretary

Dated:

(SEAL)



Los Angeles County
Metropolitan Transportation Authority

Metro

FUNDING TABLE

FY19 Metro Gold Line Foothill Extension & Metro Expo Line Phase 2 Operations

Project Cost \$	\$64,700,000
Cost Type	Estimated Cost

Revenue

Funding Source	Type	Amount	Status
Federal	Federal Congestion Mitigation and Air Quality Improvement (CMAQ) Grant	\$33,303,500	Committed
State	Cap & Trade LCTOP	\$24,719,649	Approved
Local	Fare Revenue	\$3,338,426	Planned
	Metro Local	\$3,338,425	Planned
Total Revenue		\$64,700,000	

**Board Report**

File #: 2018-0004, **File Type:** Agreement**Agenda Number:** 10.

**SYSTEM SAFETY, SECURITY AND OPERATIONS COMMITTEE
MARCH 15, 2018****SUBJECT: ASSIGNMENT OF BUSES TO GARDENA MUNICIPAL BUS
LINES****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) to negotiate and execute an Assignment Agreement with Gardena Municipal Bus Lines (GTrans) for 46 of the Option 40-foot CNG transit buses under Contract No. OP28367-000, Part A from El Dorado National (California), Inc. ("ENC") at no cost to Metro.

ISSUE

Metro's solicitation, under RFP No. OP28367, specified a total of 600 buses, of either a CNG or Zero Emission (ZE) configuration, for replacement of its 40' transit CNG buses. In June 2017, the Board awarded Contract No. OP28367-000, Part A to ENC for 295 40' CNG buses with authority to exercise up to 305 option vehicles.

Metro has received a request from GTrans for the assignment of 46 40' CNG transit buses. In a continuing effort to partner with regional municipal operators to reduce regional fleet emissions, Metro staff recommends assigning 46 option vehicles under ENC Contract No. OP28367-000 to GTrans. This assignment does not affect the base order. The Assignment of options (i.e. Piggybacking) is allowed per the Federal Transit Administration (FTA) guidelines. FTA recognizes that a transit agency may have valid reasons to specify more vehicles in its contract (e.g. option transit buses) than are ultimately needed. When contract vehicles are no longer required by a transit agency's fleet plan, they are allowed to assign the excess vehicles to another transit agency. Assignment of these options to GTrans will reduce the number of option vehicles available to 259 under the ENC contract.

DISCUSSION

In April 2016, Metro's Board of Directors authorized staff to initiate RFP No. OP28367 for the procurement of up to 1,000 CNG or Zero Emission Transit Buses for replacement of up to 600 40' transit buses and 400 60' transit buses. Subsequently, four contracts were awarded in response to RFP No. OP28367, one for each vehicle type:

- Part A, 40' CNG buses (base order of 295 buses, awarded to ENC in June 2017)
- Part B, 60' CNG buses (base order of 65 buses, awarded to New Flyer (NF) in July 2017)
- Part C, 40' ZE buses (base order of 60 buses, awarded to Build Your Dreams in July 2017)
- Part D, 60' ZE buses (base order of 35 buses, awarded to NF in July 2017)

In summary, contracts for 455 buses have been awarded from the 1000 authorized by the Metro Board under RFP No. OP28367, leaving a potential of 545 to be awarded as Option Vehicles under the above contracts.

Given the availability of option vehicles, in order to partner with regional municipal operators to reduce regional fleet emissions, Metro staff is recommending Board approval to negotiate and execute an assignment agreement with GTrans for 46 Option forty-foot CNG buses under Contract No. OP28367-000, Part A.

The no-cost Assignment agreement to be executed for this action is a three-party agreement between Metro, ENC and GTrans. The Assignment agreement obligates GTrans and ENC to indemnify and hold Metro harmless for any claims that may arise from the delivery and operation of the vehicles being purchased by GTrans from ENC. Assigning the options to GTrans will not impact Metro's service. Metro's expectation is to utilize electric buses in place of CNG powered vehicles. Also, RFP No. OP28367 allows for an additional 545 buses to satisfy Metro's needs.

FINANCIAL IMPACT

There is no financial impact to Metro from the approval of this item, as GTrans will be responsible for any expenditures that result from this three-party assignment agreement

ALTERNATIVES CONSIDERED

Staff considered not assigning the 46 vehicles. This alternative is not recommended as it would withhold valid vehicles from potential purchase by our municipal transit partners, thereby increasing the length of time for GTrans procurement process and possibly delay the introduction of cleaner vehicles into the Gardena fleet.

NEXT STEPS

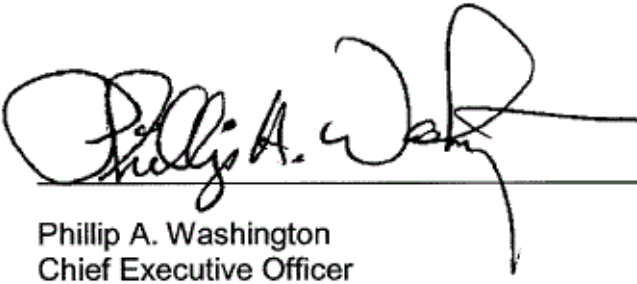
Upon Board approval, staff will execute an Assignment Agreement with GTrans to assign 46 vehicles under Contract No. OP28367-000, Part A.

ATTACHMENTS

Attachment A - GTrans Letter Request

Prepared by: Steve Schupak, Sr. Manager, Project Control, (213) 617-6294
Jesus Monte, Sr. Executive Officer, Vehicle Acquisition, (213) 418-3277

Reviewed by: James T. Gallagher, Chief Operations Officer, (213) 418-3108
Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051



Phillip A. Washington
Chief Executive Officer



TASHA CERDA, Mayor
DAN MEDINA, Mayor Pro Tem
MARK E. HENDERSON, Councilmember
ART KASKANIAN, Councilmember
RODNEY TANAKA, Councilmember
MINA SEMENZA, City Clerk
J. INGRID TSUKIYAMA, City Treasurer

CITY OF GARDENA

EDWARD MEDRANO, Acting City Manager
PETER L. WALLIN, City Attorney
ERNIE CRESPO, Director of Transportation

August 21, 2017

Ms. Elizabeth Hernandez
Sr. Contract Administrator
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

RE: Assignment of 40' Compressed Natural Gas (CNG) Bus Options

Dear Ms. Hernandez,

Per GTrans' previous Letter of Interest dated October 6, 2016, GTrans is requesting that Metro assign options CNG buses, awarded under Contract No. OP28367-000 - Part A, to El Dorado National-California, Inc. of Riverside, California.

Specifically GTrans is requesting the assignment of options for 46, 40' CNG buses under this solicitation, to complete its five year fleet replacement plan. GTrans will utilize a mixture of federal, state and local funding available to the agency to complete a phased purchase of these buses.

Thank you for the opportunity to be a part of Metro's solicitation. GTrans looks forward to continuing to work with you on the successful procurement of these vehicles. Please contact me at 310.965.8801 or ecrespo@gardenabus.com, or contact GTrans' Transit Administrative Officer, Dana Pynn at 310.965-8811 or dpynn@gardenabus.com if you have any questions.

Sincerely,

Ernie Crespo
Director of Transportation.



**Board Report**

File #: 2018-0004, **File Type:** Agreement**Agenda Number:** 10.

**SYSTEM SAFETY, SECURITY AND OPERATIONS COMMITTEE
MARCH 15, 2018****SUBJECT: ASSIGNMENT OF BUSES TO GARDENA MUNICIPAL BUS
LINES****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) to negotiate and execute an Assignment Agreement with Gardena Municipal Bus Lines (GTrans) for 46 of the Option 40-foot CNG transit buses under Contract No. OP28367-000, Part A from El Dorado National (California), Inc. ("ENC") at no cost to Metro.

ISSUE

Metro's solicitation, under RFP No. OP28367, specified a total of 600 buses, of either a CNG or Zero Emission (ZE) configuration, for replacement of its 40' transit CNG buses. In June 2017, the Board awarded Contract No. OP28367-000, Part A to ENC for 295 40' CNG buses with authority to exercise up to 305 option vehicles.

Metro has received a request from GTrans for the assignment of 46 40' CNG transit buses. In a continuing effort to partner with regional municipal operators to reduce regional fleet emissions, Metro staff recommends assigning 46 option vehicles under ENC Contract No. OP28367-000 to GTrans. This assignment does not affect the base order. The Assignment of options (i.e. Piggybacking) is allowed per the Federal Transit Administration (FTA) guidelines. FTA recognizes that a transit agency may have valid reasons to specify more vehicles in its contract (e.g. option transit buses) than are ultimately needed. When contract vehicles are no longer required by a transit agency's fleet plan, they are allowed to assign the excess vehicles to another transit agency. Assignment of these options to GTrans will reduce the number of option vehicles available to 259 under the ENC contract.

DISCUSSION

In April 2016, Metro's Board of Directors authorized staff to initiate RFP No. OP28367 for the procurement of up to 1,000 CNG or Zero Emission Transit Buses for replacement of up to 600 40' transit buses and 400 60' transit buses. Subsequently, four contracts were awarded in response to RFP No. OP28367, one for each vehicle type:

- Part A, 40' CNG buses (base order of 295 buses, awarded to ENC in June 2017)
- Part B, 60' CNG buses (base order of 65 buses, awarded to New Flyer (NF) in July 2017)
- Part C, 40' ZE buses (base order of 60 buses, awarded to Build Your Dreams in July 2017)
- Part D, 60' ZE buses (base order of 35 buses, awarded to NF in July 2017)

In summary, contracts for 455 buses have been awarded from the 1000 authorized by the Metro Board under RFP No. OP28367, leaving a potential of 545 to be awarded as Option Vehicles under the above contracts.

Given the availability of option vehicles, in order to partner with regional municipal operators to reduce regional fleet emissions, Metro staff is recommending Board approval to negotiate and execute an assignment agreement with GTrans for 46 Option forty-foot CNG buses under Contract No. OP28367-000, Part A.

The no-cost Assignment agreement to be executed for this action is a three-party agreement between Metro, ENC and GTrans. The Assignment agreement obligates GTrans and ENC to indemnify and hold Metro harmless for any claims that may arise from the delivery and operation of the vehicles being purchased by GTrans from ENC. Assigning the options to GTrans will not impact Metro's service. Metro's expectation is to utilize electric buses in place of CNG powered vehicles. Also, RFP No. OP28367 allows for an additional 545 buses to satisfy Metro's needs.

FINANCIAL IMPACT

There is no financial impact to Metro from the approval of this item, as GTrans will be responsible for any expenditures that result from this three-party assignment agreement

ALTERNATIVES CONSIDERED

Staff considered not assigning the 46 vehicles. This alternative is not recommended as it would withhold valid vehicles from potential purchase by our municipal transit partners, thereby increasing the length of time for GTrans procurement process and possibly delay the introduction of cleaner vehicles into the Gardena fleet.

NEXT STEPS

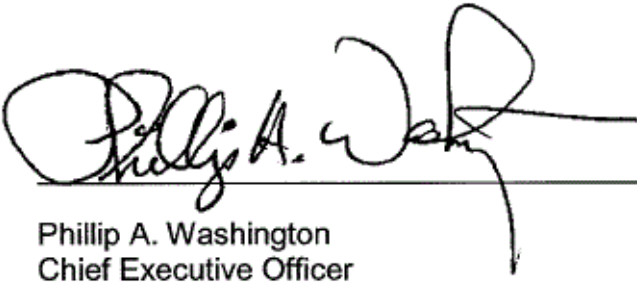
Upon Board approval, staff will execute an Assignment Agreement with GTrans to assign 46 vehicles under Contract No. OP28367-000, Part A.

ATTACHMENTS

Attachment A - GTrans Letter Request

Prepared by: Steve Schupak, Sr. Manager, Project Control, (213) 617-6294
Jesus Monte, Sr. Executive Officer, Vehicle Acquisition, (213) 418-3277

Reviewed by: James T. Gallagher, Chief Operations Officer, (213) 418-3108
Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051



Phillip A. Washington
Chief Executive Officer



Board Report

File #: 2017-0900, File Type: Appointment

Agenda Number: 11.

**SYSTEMS SAFETY, SECURITY AND OPERATIONS COMMITTEE
MARCH 15, 2018**

SUBJECT: MEMBERSHIP ON METRO SERVICE COUNCILS

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

APPROVE the nominee for membership on Metro’s San Gabriel Valley Service Council.

ISSUE

Each Metro Service Council is comprised of nine Representatives that serve a term of three years; terms are staggered so that the terms of three of each Council’s nine members expire annually on June 30. Incumbent Representatives can serve additional terms if re-nominated by the nominating authority and confirmed by the Metro Board.

DISCUSSION

Metro seeks to appoint Service Council members reflective of the demographics of each respective region. The 2010 Census demographics of each of the Service Council regions are as follows:

% Sector Total	Hispanic	White	Asian	Black	Other	Total Pop
San Gabriel Valley	50.0%	19.9%	24.9%	3.3%	2.0%	100.0%
San Fernando Valley	41.0%	42.0%	10.7%	3.4%	2.9%	100.0%
South Bay	42.5%	23.8%	12.0%	18.3%	3.4%	100.0%
Westside/Central	43.5%	30.7%	13.0%	10.0%	2.8%	100.0%
Gateway Cities	63.9%	16.7%	8.5%	8.6%	2.3%	100.0%
Service Area Total	48.5%	26.8%	14.0%	8.2%	2.6%	100.0%

The San Gabriel Valley Service Council currently has one (1) vacancy that needs to be filled due to resignation of a previous Council Member. The individual listed below has been nominated by the Council’s appointing authority to fill this vacancy for the remainder of the term and the subsequent term from July 1, 2018 - June 30, 2021. If approved by the Board, this appointment will serve the remainder of the existing three-year term ending on June 30, 2018 and the subsequent three year term. A brief listing of qualifications for the new nominee is provided along with the nomination letter from the nominating authority:

The demographic makeup of the San Gabriel Valley Service Council with the appointment of this nominee will consist of four (4) White members, three (3) Hispanic members, and two (2) Asian members as self-identified by the members in terms of racial/ethnic identity. The gender breakdown of the Council will be seven (7) men and two (2) women.

- A. Valerie Gibson, San Gabriel Valley Service Council, New Appointment
Nominated by: San Gabriel Valley Council of Governments
Term Ending: June 30, 2021

DETERMINATION OF SAFETY IMPACT

Maintaining the full complement of representatives on each Service Council to represent each service area is important. As each representative is to be a regular user of public transit, and each Council is composed of people from diverse areas and backgrounds, this enables each Council to better understand the needs of transit consumers including the need for safe operation of transit service and safe location of bus stops.

ALTERNATIVES CONSIDERED

The alternative to approving this appointment would be for this nominee to not be approved for appointment. To do so would result in reduced effectiveness of the San Gabriel Valley Service Council, as it would increase the difficulty of obtaining the quorum necessary to allow the Service Council to formulate and submit their recommendations to the Board. It would also result in the Service Council having less diverse representation of their service area.

NEXT STEPS

Staff will continue to monitor the major contributors to the quality of bus service from the customer's perspective, and share that information with the Service Councils for use in their work to plan and to implement and improve bus service in their areas and the customer experience using our bus service.

ATTACHMENTS

Attachment A - Nominee Listing of Qualifications
Attachment B - Nomination Letter

Prepared by: Conan Cheung, Executive Officer of Transit Operations, (213) 418-3034

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



Phillip A. Washington
Chief Executive Officer

NEW APPOINTEE BIOGRAPHY AND QUALIFICATIONS

VALERIE GIBSON

Nominee for San Gabriel Valley Service Council

Valerie Gibson has worked in transportation planning since 1994, and has held the position of Transit Manager for the City of Pasadena since December 2002. In that role, she oversees locally funded fixed-route transit program, Pasadena Transit, which serves Pasadena and a portion of Altadena, as well as a paratransit service (Dial-A-Ride) that serves Pasadena, Altadena, San Marino, and unincorporated San Gabriel. She is actively involved in interagency coordination, service planning, operations, administration, funding, procurement, and customer service on a day to day basis.

Ms. Gibson also serves as a board member for the California Association for Coordinated Transportation(CalACT), where she works with transit agencies throughout the state that share in the goal of improving service to customers and providing effective community transportation. She recently concluded a two-year seat on the Access Services Board of Directors, representing locally funded transit systems in Los Angeles County.

A resident of Pasadena and a transit user in the San Gabriel Valley for nearly 40 years, Ms. Gibson continues to be a frequent user of public transit. Ms. Gibson holds a Bachelor degree in Urban Studies from Loyola Marymount University and a Master in Urban Planning from UCLA.



February 20, 2018

OFFICERS

- President*
Cynthia Sternquist
- 1st Vice President*
Margaret Clark
- 2nd Vice President*
Joseph Lyons
- 3rd Vice President*
Becky Shevlin

Mr. Gary Spivack
 Deputy Executive Officer, Metro Service Councils
 1 Gateway Plaza, MS 99-7-2
 Los Angeles, CA 90012

RE: Metro’s San Gabriel Valley Service Council Representative

MEMBERS

- Alhambra*
- Arcadia*
- AZUSA*
- Baldwin Park*
- Bradbury*
- Claremont*
- Covina*
- Diamond Bar*
- Duarte*
- El Monte*
- Glendora*
- Industry*
- Irwindale*
- La Cañada Flintridge*
- La Puente*
- La Verne*
- Monrovia*
- Montebello*
- Monterey Park*
- Pasadena*
- Pomona*
- Rosemead*
- San Dimas*
- San Gabriel*
- San Marino*
- Sierra Madre*
- South El Monte*
- South Pasadena*
- Temple City*
- Walnut*
- West Covina*
- First District, LA County*
Unincorporated Communities
- Fourth District, LA County*
Unincorporated Communities
- Fifth District, LA County*
Unincorporated Communities
- SGV Water Districts*

Dear Mr. Spivack:

At their February 15, 2018 meeting, the San Gabriel Valley Council of Governments’ Governing Board appointed Valerie Gibson as the replacement and new representative for the San Gabriel Valley Metro Service Council position. Ms. Gibson will complete the remainder of the July 1, 2015-June 30, 2018 term and will serve during the July 1, 2018-June 30, 2021 term.

Should you have any questions, please feel free to contact me at (626) 457-1800.

Sincerely,

Marisa Creter
 Interim Executive Director
 San Gabriel Valley Council of Governments

cc: Valerie Gibson, City of Pasadena Transit Manager



Board Report

File #: 2016-0836, File Type: Contract

Agenda Number: 17.

**SYSTEM SAFETY, SECURITY AND OPERATIONS COMMITTEE
MARCH 15, 2018**

**SUBJECT: PROCUREMENT OF FIVE 60' ARTICULATED ZERO
EMISSION TRANSIT BUSES**

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer (CEO) to execute Modification No. 1 to the firm fixed price Contract No. OP28367-001, Part D, awarded to New Flyer of America (NF) for the:
1. Increase in the base contract procurement of 60 foot zero emission vehicles from a quantity of thirty-five (35) to forty (40);
 2. Increase in the quantity of On-Route chargers from seven (7) to eight (8) and Shop chargers from one (1) to two (2); and
 3. Increase the contract amount by \$7,371,287, from \$51,211,033 to \$58,582,320.
- B. AUTHORIZING the CEO to increase the price for Optional Vehicle Features, Spare Parts, and Training Aids by \$530,575 from a not-to-exceed amount of \$8,839,064 to a not-to-exceed amount of \$9,369,639; and
- C. INCREASING the life-of-project budget of CP 201073 from \$72,101,419 to \$80,003,282 for the purchase of forty zero emission buses, charging equipment, installation costs, infrastructure upgrades, and contingency.

ISSUE

Consistent with Metro Board direction, Metro is in the process of converting the Metro Orange Line (MOL) from 100% Compressed Natural Gas (CNG) operation to 100% Zero Emission Buses (ZEB) operation by 2020. Two of three contracts have been awarded to procure the forty-five ZEB's required to fully electrify the line. One contract was issued to Build Your Dreams for **five** 60-foot ZEB's; the other contract was awarded to New Flyer for **thirty-five** 60-foot ZEB's. The intent was to procure the remaining **five** ZEB's from NF under a contract partially funded by a special Low or No

Emission (Lo/No) grant. The vehicles proposed under the third contract are identical to the vehicles that will be provided by NF under Contract No. OP28367-001, Part D. To make effective and efficient use of both Metro's and New Flyer's resources it is recommended to merge these contracts.

This action authorizes the amendment of Contract No. OP28367-001, Part D, to New Flyer for the addition of five 60-foot battery electric buses, associated charging equipment, price adjustments for Optional Vehicle Features, Spare Parts and Training Aids, and adjustment to the LOP.

DISCUSSION

In April 2016, Metro was awarded a Federal Transit Administration (FTA) Lo/No grant in the amount of \$4,275,000, with Metro responsible for the matching funds, for the purchase of five New Flyer 60-foot battery electric, articulated buses and charging equipment for deployment on the Metro Orange Line. At the time Metro was in the midst of a competitive solicitation for thirty-five 60' battery electric articulated buses. To preclude potential conflict with the competitive solicitation, it was determined to be in Metro's best interest to complete the solicitation before executing the contract for the five buses funded by the Lo/No grant.

In March 2017, the Metro Board awarded Contract No. OP29199 to BYD Motors for the procurement of five 60-foot Zero Emission Buses and charging equipment. These buses are a replacement of the five buses that were bought-back by BYD.

In July 2017, the Metro Board awarded Contract No. OP28367-001, Part D, to New Flyer of America for the procurement of thirty-five 60-foot Zero Emission Buses and charging equipment.

Following the successful completion of the competitive solicitation, staff evaluated the best options for exercising the contract for the buses funded by the Lo/No grant. The analysis determined that the most effective and efficient use of its resources is to merge the contract awarded to NF for the procurement of 35-quantity 60-foot ZEB's with the contract to NF for the procurement of 5-quantity 60-foot ZEB's funded by the Lo/No grant. However, such an approach will require approval by the Metro Board to modify awarded contract OP28367-001. The Contract will need to be modified as follows:

- Increase the quantity of vehicles from 35 to 40;
- Increase the quantity of associated on-route and shop chargers from 7 to 8 and 1 to 2; respectively;
- Increase in the associated costs for vehicles and chargers by \$7,371,287;
- Increase the associated costs for Optional Features, Spare Parts, and Training Aids by \$530,575; and
- Increase the LOP by \$7,901,863 from \$72,101,419 to \$80,003,282.

Local Employment Program (LEP)

The contract award approval for the New Flyer 60-foot ZEB was made contingent upon New Flyer augmenting their LEP commitment to include program elements that New Flyer offered at the July 2017 Board meeting. The new contract elements were formally adopted by Director Bonin's amendment to the award approval. The new LEP elements include:

- A commitment for New Flyer to create jobs that meet or exceed the living wage standard for the City of Los Angeles Government Contractors
- A commitment for New Flyer to develop a pre-apprenticeship program which will result in sustainable career development and transferable skills in vehicle manufacturing for Californians
- A commitment that New Flyer include a minimum 40% of the new jobs created under the LEP will be provided to Disadvantaged workers from underrepresented communities in manufacturing, such as minorities, women, veterans, and disabled citizens in California

These additional LEP contractual elements have all been added to the Contract with New Flyer and will be measured by staff for compliance. Staff is monitoring progress to all LEP commitments through quarterly reports and annual audits. Most of New Flyers commitments for new hiring will support their warranty repair services scheduled over this multiyear contract.

Transit Vehicle Manufacturer (TVM) Certification

The Diversity and Economic Opportunity Department (DEOD) did not recommend a Disadvantaged Business Enterprise (DBE) participation goal for this rolling stock procurement. Transit Vehicle Manufacturers (TVMs), as a condition of authorization to bid or propose on FTA-assisted transit vehicle procurements, are required to establish and submit for FTA's approval an annual overall DBE percentage goal for their overall TVM activity. New Flyer of America submitted a TVM Certification with their proposal indicating that they have an approved program. New Flyer established an overall 4.20% DBE goal and is currently on FTA's list of eligible TVMs. In compliance with 49 CFR Part 26.49, TVMs report directly to FTA.

DETERMINATION OF SAFETY IMPACT

There will be anticipated safety improvements for operating these new battery electric buses in Metro's bus fleet. These buses will also incorporate the latest safety features and designs, including improved ADA amenities and boarding ramps. The batteries and high voltage powertrain equipment on these buses includes special safety provisions, and "locks out" employee access while they are energized. New buses also will provide a safer, cleaner environment for Metro patrons and employees.

FINANCIAL IMPACT

For FY18, there is \$5,172,680 programmed to cover expenses for purchasing these buses. Because this is a multi-year contract, the Cost Center Manager will be responsible for ensuring that future year funding is programmed.

Impact to Budget

There is no anticipated impact to the FY18 budget for this action. Future funding for this procurement may come from various eligible available federal, state and local funding sources including financing options and grants that are eligible for bus capital projects. Staff will pursue all sources of funding maximizing their use for these activities.

ALTERNATIVES CONSIDERED

Staff considered awarding a separate new contract for five vehicles, one on-route charger, and one shop charger. This option was not selected as it would unnecessarily duplicate the administrative work for Metro and New Flyer for the exact same vehicle and charging equipment as on Contract No. OP28367-001, Part D.

NEXT STEPS

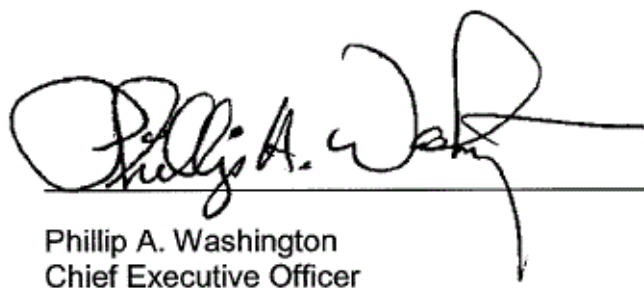
Upon Board approval, staff will execute the Contract Modification with New Flyer.

ATTACHMENTS

- Attachment A - Procurement Summary
- Attachment B - Contract Modification/Change Order Log
- Attachment C - DEOD Summary
- Attachment D - Funding and Expenditure Plan

Prepared by: Steve Schupak, Sr. Manager, Project Control (213) 617-6294
Jesus Montes, Sr. Executive Officer, Vehicle Acquisition (213) 418-3277

Reviewed by: James T. Gallagher, Chief Operations Officer (213) 418-3108
Debra Avila, Chief Vendor/Contract Management Officer (213) 418-3051



Phillip A. Washington
Chief Executive Officer

PROCUREMENT SUMMARY

PROCUREMENT OF FIVE 60' ARTICULATED ZERO EMISSION
TRANSIT BUSES/OP28367-001

1.	Contract Number: OP28367-001		
2.	Contractor: New Flyer America Inc.		
3.	Mod. Work Description: Modify quantities of base buy vehicles and charging equipment		
4.	Contract Work Description: Manufacture and delivery of 35 60' foot zero emission buses		
5.	The following data is current as of:		
6.	Contract Completion Status		Financial Status
	Contract Awarded:	07/27/17	Contract Award Amount: \$60,050,097 (\$51,211,033 for vehicles, chargers, taxes & delivery plus NTE \$8,839,064 for optional configurations)
	Notice to Proceed (NTP):	11/15/17	Total of Modifications Approved: 0
	Original Complete Date:	09/16/19	Pending Modifications (including this action): \$7,901,862 (\$7,371,287 vehicles & chargers + \$530,575 spare parts & training)
	Current Est. Complete Date:	09/16/19	Current Contract Value (with this action): \$67,951,959 (\$58,582,320 vehicles, chargers, taxes & delivery plus NTE \$9,369,639 optional configurations & spares)
7.	Contract Administrator: Elizabeth Hernandez		Telephone Number: (213) 922-7334
8.	Project Manager: Steven Schupak		Telephone Number: (213) 617-6294

A. Procurement Background

This Board Action is to approve Contract Modification No. 1 to increase the Contract quantities of the 60-foot Low Floor Zero Emission Transit Bus Contract for:

- 1) Base buy vehicles from 35 to 40;
- 2) On route/opportunity chargers from 7 to 8; and
- 3) Shop/division chargers from 1 to 2.

This change to the Contract supports Metro's bus fleet replacement plan for the manufacture and delivery of 60' zero emission buses from New Flyer of America Inc. The increase in vehicle and charger quantities for the base buy allows for award of vehicles approved by the FTA's LoNo Emission Deployment Program grant. Under the grant, LACMTA will receive \$4.275 million towards battery electric zero-emission buses and charging equipment to serve the Metro Orange Line rapid transit corridor.

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

- On July 27, 2017, Contract No. OP28367-001 was awarded to New Flyer America Inc. for the manufacture and delivery of thirty-five (35) 60' zero emission transit buses in the amount of \$51,211,033, including charging equipment, taxes and delivery.
- An additional not-to-exceed amount of \$8,839,064 was awarded for optional vehicle features, spare parts, and training aids for a total combined contract amount not-to-exceed \$60,050,097.
- FTA awarded a grant to LACMTA under the LoNo Emission Deployment Program for the purchase of five (5) battery electric zero-emission buses and charging stations equipment to serve the Metro Orange Line.
- This Modification will increase the base buy from 35 to 40 vehicles, on-route opportunity chargers from 7 to 8, and shop/depot chargers from 1 to 2 for an increase in the firm fixed price amount for vehicles, charging equipment, taxes and delivery from \$51,211,033 to \$58,582,320
Due to the additional five vehicles, the not-to-exceed amount of \$8,839,064 for the optional vehicle features, spare parts, and training aids will increase to \$9,369,639 for a total combined contract amount of \$67,951,960.

(Refer to Attachment B – Contract Modification/Change Order Log)

B. Cost/Price Analysis

The recommended prices for the increase in quantities of the vehicles, on-route opportunity chargers; shop/depot chargers, and optional vehicle configuration items are the same as the Base prices defined in the existing Contract. These prices are fair and reasonable based upon adequate price competition evaluated during the solicitation phase for 60' ZE buses, and is consistent with the award to New Flyer America Inc. for Contract No. OP28367-001.

CONTRACT MODIFICATION/CHANGE ORDER LOG

PROCUREMENT OF FIVE 60' ARTICULATED ZERO EMISSION
TRANSIT BUSES/OP28367-001

Mod. no.	Description	Status (approved or pending)	Date	\$ Amount
1	Increase: 1) Base buy from 35 to 40 vehicles; 2) On Route/Opportunity Chargers from 7 to 8; and 3) Shop/ Division chargers from 1 to 2, including applicable delivery charges and taxes	Pending	3/1/17	\$ 7,901,862
	Modification Total:			\$ 7,901,862
	Original Contract:			\$60,050,097
	Total:			\$67,951,959

DEOD SUMMARY

PROCUREMENT OF FIVE 60' ARTICULATED ZERO EMISSION
TRANSIT BUSES/OP28367-001

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) did not recommend a Disadvantaged Business Enterprise (DBE) participation goal for this rolling stock procurement. Transit Vehicle Manufacturers (TVMs), as a condition of authorization to bid or propose on FTA-assisted transit vehicle procurements, must certify that they have an FTA approved DBE overall goal methodology in compliance with 49 Code of Federal Regulations (CFR) Part 26.49(a)(1). New Flyer of America Inc. submitted a TVM Certification with their proposal, and is currently on FTA's list of eligible TVMs. In compliance with 49 CFR Part 26.49, TVMs report directly to FTA.

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. Local Employment Plan Program (LEP)

Local Employment Plan Program is applicable on this contract. Staff will be monitoring progress on all LEP commitments, including the numbers of new FTE hires, verification of hourly pay-rates and the 40% commitment to hire disadvantaged workers.

ATTACHMENT D

**Forty 60' ZE Bus Contract / CP 201073
Funding and Expenditure Plan**

	FY18	FY19	FY20	Total LOP	% of Total
Uses of Funds					
Bus Acquisition	1,700,000	46,340,000	6,038,644	54,078,644	68%
Bus Charging System Installation, Power Drops, Site Prep	2,808,000	5,000,000		7,808,000	10%
Professional Services	50,000	250,000	100,000	400,000	0%
Labor	574,680	986,950	604,297	2,165,927	3%
Travel/Admin	40,000	260,000	200,000	500,000	1%
Spare Parts, Training, Services Manuals, Charging Equipment		8,300,000	5,573,638	13,873,638	17%
Contingency			1,177,073	1,177,073	1%
Total Project Costs	5,172,680	61,136,950	13,693,652	80,003,282	100%

	FY18	FY19	FY20	Total LOP	% of Total
Sources of Funds					
Federal					
FTA LoNo Grant	4,275,000			4,275,000	5%
Local					
TDA4/PC40	897,680	61,136,950	5,797,652	67,832,282	85%
Measure R 35			7,896,000	7,896,000	10%
Total Project Funding	5,172,680	61,136,950	13,693,652	80,003,282	100%



Board Report

File #: 2018-0016, File Type: Agreement

Agenda Number: 20.

CONSTRUCTION COMMITTEE MARCH 15, 2018

**SUBJECT: ENWAVE LOS ANGELES UTILITY COOPERATIVE
AGREEMENT**

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute the Utility Cooperative Agreement (UCA) between Metro (Authority) and Enwave Los Angeles (“Enwave”) for support services associated with Metro’s construction projects.

ISSUE

As the Purple Line Extension Section 2 Project (PLE) moves forward, the team has identified Enwave systems within the alignment that require general utility coordination and utility support scope. This is the Authority’s first interaction with Enwave. Therefore in order to move forward with the general scope, a Utility Cooperative Agreement (UCA) must be set in place between the Authority and Enwave in order to memorialize roles and responsibilities. This UCA shall also be prepared in a manner that would accommodate any future Metro Project that may require services from Enwave in order to support those future projects.

DISCUSSION

As technology advances, new utility providers are constantly installing new infrastructure within Metro proposed Project areas. Such as in the case of Enwave. Enwave is a relatively a new utility company that now services LA County as well as the unincorporated counties. Being that they are relatively new, and no other UCA has been executed between both parties, this would be the first UCA executed that would allow both parties to collectively work together to support general utility relocation and coordination efforts. The general intent of the UCA would be to cover the current ongoing Projects as well as future Metro Projects for many years to come.

This UCA describes the roles, responsibilities, and obligations of both parties and specifies the procedures which the Authority and Enwave will follow for elements associated with the support services associated with all of Metro’s projects. Such elements include general coordination,

providing as built, relocating utilities, preparation of designs, streamline processes, meeting accommodations, permitting, construction support services, reimbursements, invoicing, and other general tasks in support of Metro's construction of projects. The Authority and Enwave agree that each will cooperate with the other in all activities covered by the UCA. Work performed by Enwave under this UCA shall be per the work orders to be issued by the Authority on a yearly basis.

FINANCIAL IMPACT

Work Orders will be issued to Enwave on an annual basis similar to contract task orders. Work orders for said Authority commitments created within the UCA parameters shall only be issued by funded projects and must be within each of the project's respective Fiscal Year or Life of Project (LOP) budgets. These projects will largely be comprised of the Measure R/M projects but can be utilized across all Metro capital projects.

ALTERNATIVES CONSIDERED

The Board may choose not to execute this UCA, however not executing this UCA would not solidify each of the parties' roles and responsibilities and would require Metro to follow standard over the counter processes and therefore not benefit from streamlined processes, and other administration benefits identified within the UCA. All of which are essential elements from a successful project standpoint.

ATTACHMENTS

Attachment A - Utility Cooperative Agreement; Enwave

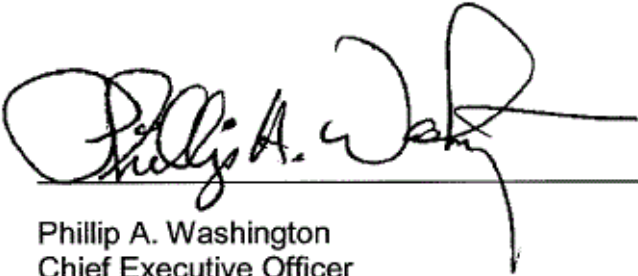
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Phillip A. Washington
Chief Executive Officer

UTILITY COOPERATIVE AGREEMENT
FOR RAIL AND BUSWAY TRANSIT PROJECTS
BETWEEN ENWAVE LOS ANGELES (“Enwave”)
AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY

THIS AGREEMENT, dated , 2018 (The “Effective Date”) is made by and between the Los Angeles County Metropolitan Transportation Authority ("MTA") and Enwave ("Utility"). As used in this Agreement, terms identified by initial capital letters shall have the meanings set forth in Article 1, or as elsewhere provided in this Agreement. Parties are MTA and Utility collectively, and a "Party" is defined as each of MTA and Utility individually or Utility.

RECITALS

A. Whereas MTA is a public entity created by the California State Legislature for many purposes including, but not limited to, the design, construction, and operation of rail and bus transit systems and other transportation facilities in Los Angeles County.

B. Whereas Utility (Enwave, state of origin and any dba names) .

C. Whereas MTA proposes to design, construct and operate facilities necessary and convenient for various public rail, and busway transit systems within the County of Los Angeles, this Agreement will cover and apply to all of MTA' s proposed projects which currently include, without limitation, the following projects:

1. The Metro Westside Subway Extension Project (the "Westside Project"), which is an heavy rail line currently proposed to traverse portions

of the City of Los Angeles and City of Beverly Hills, under Wilshire Blvd, between Wilshire/Western Station and VA Hospital.

2. MTA shall from time to time initiate new Rail and Bus Transit Projects within Los Angeles County and the Parties do hereby agree that this Agreement will apply to any and all MTA initiated Rail and Bus Transit Projects.

D. Whereas MTA historically has used the "Design/Bid/Build" method of project delivery for its rail transit projects. However, MTA anticipates utilizing various alternative contracting methods (Design/Build) for project delivery of above referenced rail and busway transit projects.

E. Whereas from time to time the construction or improvement of MTA's rail and busway transit systems (including but not limited to those described in Recital B above) will require the Rearrangement of portions of certain Utility Facilities. The Parties desire to cooperate to the end that such Rearrangements be held to a minimum consistent with MTA's requirements and that Rearrangements, when required, be effected quickly and with as little interference with the operations of either Party.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Utility and MTA agree as follows:

Article 1

General Provisions

1.1 Scope of Agreement

1.1.1 This Agreement addresses the three Transit Projects described in Recital B above as well as any other subsequent MTA projects, which meet the definition of "Transit Project", set forth below. This Agreement describes

(a) the procedures MTA and Utility will follow in identifying, planning, designing and effecting all Rearrangements of Utility Facilities that are necessary in order for MTA to construct, operate and maintain its Transit Projects, and

(b) the manner in which Utility and MTA will be reimbursed for their respective costs of such activities. Both MTA and Utility agree that each will cooperate and coordinate with the other in all activities covered by this Agreement, amendments and any supplemental agreements hereto. The Parties hereby agree that upon execution of this agreement all existing agreements between the Parties (or affiliates of the Parties) related to the issues in this Agreement shall be automatically terminated and shall be of no further force or effect as of the Effective Date of this Agreement. However, any projects that are currently underway, shall continue until completed and approved under the same work order number, which will be transferred to a new Form 60 as required herein, and shall be constructed in accordance with the standards and plans originally approved by the Parties.

1.1.2 This Agreement shall not negate or modify the terms and conditions of

(a) any legally binding easements or other use and/or occupancy agreements between Utility and MTA with respect to the occupancy by Utility of, or any interest of Utility in real property owned by or under the operating jurisdiction of MTA,

(b) any such easements or other agreements between Utility and any former owner of real property now or hereafter owned by MTA, and to which MTA has become or hereafter becomes a successor either by assignment or by operation of law, or of

(c) any such easements or other agreements between Utility and any other governmental agency with respect to real property owned by or under the operating jurisdiction of such governmental agency, and in which MTA has a statutory or other right to install Transit Project Facilities.

1.2 Duration of Agreement

The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall terminate on June 30, 2028. This Agreement shall automatically be

renewed for consecutive one year terms commencing on the day following the last day of the Initial Term and on each subsequent anniversary of such day, unless either Party provides written notice of termination to the other no later than ninety (90) days prior to the end of any term (including the Initial Term).

1.3 Definitions

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

1.3.1. Abandonment is the permanent termination of service of an existing Utility Facility (or portion thereof) as authorized by Utility, and, if the Facility or portion thereof is not being removed from its existing location, the work necessary to permit such Facility to remain in place in accordance with applicable law.

1.3.2. Betterment is a Replacement Facility, or component thereof, that will increase or upgrade the level of service, service life, capacity, capability efficiency or function of a Replacement Facility over that which is being provided by the corresponding Conflicting Facility ("upgrade"). However, the following shall not be considered Betterments:

- (a) An upgrade that is necessary to accommodate the Subject Transit Project.
- (b) An upgrade resulting from Design or Construction in accordance with the applicable Utility Standards as set forth in Section 2.6; provided, however, that any upgrade beyond the minimum level required by such applicable Utility Standards shall be considered to be a Betterment.
- (c) Upgrade beyond the minimal applicable requirements of the Transit Project's final environmental impact report shall be considered a Betterment .
- (d) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size.

Certain revisions or additions to Utility Standards may also be a Betterment, as set forth in Section 2.5. Betterment shall also include any new or upgraded facilities or

portion thereof added to a Replacement Facility at Utility's request for the purpose of improving Utility Facilities or services, and which are not otherwise excluded from the definition of Betterment as set forth above. Betterments shall be entirely financed at the expense of Utility.

1.3.3. Busway Project is any busway system of MTA, which is constructed for the public transportation of passengers. A Busway Project may be located on an exclusive busway or may share the roadway with other vehicles. "Busway Project" may refer to any one of the busways, and any portion or section thereof, as the context may require.

1.3.4. Conflicting Facility is an existing Utility Facility, which MTA determines is so situated as to require Rearrangement in order to construct and operate the Subject Transit Project.

1.3.5. Construction or Construct is work of removal, demolition, replacement, relocation, restoration, alteration, realignment, building, fabrication, landscaping, or supporting those related tasks that are customarily reflected in a construction contract.

1.3.6. Contract is any MTA contract involving the Design and/or Construction of Transit Project Facilities and/or related Rearrangements.

1.3.7. Contractor is an entity engaged under Contract with the MTA.

1.3.8. Construction Costs are those types of costs that are customarily reflected in a Construction Contract.

1.3.9. Cost is defined as all authorized direct and indirect costs as further described in; Article 8 for costs incurred by Utility, in Article 9 for costs incurred by MTA and subject to the provisions of Article 11.

1.3.10. County is the County of Los Angeles, California.

1.3.10a Crenshaw/LAX Project has the meaning set forth in Recital B of this Agreement

1.3.11. Cutoff Date means the earliest date on which Utility received written notice (i) identifying a Utility Facility site as land proposed to be included in any Project, or (ii) of MTA's acquisition of title in respect to a Utility Facility site.

1.3.11a. Days means calendar days unless specifically stated differently in a set of contract documents

1.3.12. Design means that engineering, architectural and other design work along with the resulting maps, plans, drawings, computer software, estimates and specifications, which are necessary to affect Rearrangements.

1.3.13. Design Development is the phase of the Design process, that develops a clear indication of the final design solutions for requirements outlined in the Preliminary Engineering Design phase. At the completion of Design Development, major features of the architectural, structural and third party interfaces have advanced in conjunction with performance specifications, thereby providing the basis for Final Design.

1.3.14. Dispute has the meaning set forth in .Article 13.

1.3.15. Effective Date is the date on which this Agreement has been fully executed on behalf of both MTA and Utility.

1.3.16. Environmental Law means all local, state, and federal laws, rules, regulations, ordinances, orders and requirements pertaining to any Project environmental work, as well as Hazardous Materials.

1.3.18. Expired Service Life Value has the meaning set forth in Section 9.7.

1.3.20. Facility is defined as personal property identified within the route, such as structures and improvements located on real properties under the jurisdiction of the County, City, public or private Utility, or the MTA and shall include, but not be limited to, streets, highways, bridges, alleys, public or private rights of way, storm drains, sanitary sewers, landscaping, trees, traffic signals, street lights, parking meters, police and fire alarm systems, manholes, ducts, cables, and fibers.

1.3.21. Final Design is the phase of the Design process that provides the detailed design and technical specifications for all temporary and permanent project facilities. This phase addresses and resolves all Design review comments, construction issues, and third party comments and finalizes all engineering, architectural, and system designs necessary for complete construction documents. The term also includes the products of such phase of the Design process.

1.3.22. Hazardous Materials means "hazardous substances" as that term is defined in Division 20, Chapter 6.8 of the California Health & Safety Code. 1.3.23 MTA means the Los Angeles County Metropolitan Transportation Authority, and its officers, employees, agents, contractors, subcontractors, consultants and subconsultants

1.3.23 Deleted

1.3.24. MTA Representative is the person, or person holding a specified position, designated by the MTA pursuant to Section ~~4.41.4~~.

1.3.25. Preliminary Engineering ("PE") Design is the phase of the Design process which takes a project from a conceptual state to a level of project Design definition that describes the project's technical and architectural approach in order to determine environmental and community impacts, interfaces with utilities and existing infrastructure/facilities, operational characteristics, an estimate of project costs and a project execution schedule. The term also includes the products of such phase of the Design process. The PE Design phase for a Transit Project is initiated at the conclusion of the Draft Environmental Impact Statement and after the selection of the locally preferred -alignment.

1.3.26. Project Plans are MTA's drawings, plans and specifications for a Subject Transit Project, which MTA has identified as the plans on which Design of the affected Rearrangements should be based. Utility acknowledges that Project Plans may or may not be at a Final Design level.

1.3.27. Protected Materials are any pale ontological, archeological, cultural, or similar resources requiring protection pursuant to applicable law during Construction.

1.3.28. Rearrangement is all work on Utility's Facilities that is necessary to accommodate a Transit Project including without limitation, Design, removal, replacement, alteration, reconstruction, restoration, support, protection in place, Abandonment or relocation of a Conflicting Facility or portion thereof, whether permanent or temporary.

1.3.29. Regional Connector Project has the meaning set forth in Recital B of this Agreement

1.3.30. Replacement Facility is a Utility Facility that may be constructed or provided under the terms of this Agreement as a consequence of the Rearrangement of a Conflicting Facility or portion thereof and which meets applicable Utility Standards (Betterments which the Parties agree to incorporate therein). A Replacement Facility may be an entirely new Utility Facility, or an existing Utility Facility, as modified by the Rearrangement work.

1.3.31. Schedule means the schedule for Design and Construction of a particular Rearrangement, which shall be mutually agreed upon by MTA and Utility,

1.3.32. Service Life means life of a said utility facility.

1.3.33. Subject Transit Project, when referenced in connection with a particular Rearrangement, means the Transit Project which necessitates such Rearrangement; provided, however, that if MTA enters into more than one Contract for Construction of a particular Transit Project, then where the context so requires, the term "Subject Transit Project" shall refer to that portion of such Transit Project which is being Constructed by a particular Contractor and which necessitates such Rearrangement,

1.3.34 Substitute Facility means a Utility Facility equal, in terms of level of service, capacity, service life, capability, appearance, efficiency and function, to the corresponding Conflicting Facility that requires Rearrangement, but which also includes any upgrades to any of the foregoing that would not be considered Betterments pursuant to this Agreement, but may involve Service Life Credits

1.3.35 Temporary Facility is a Utility Facility constructed for the purpose of ensuring continued service during a Rearrangement and/or any work on a Utility Facility to accommodate the construction of a Transit Project, but which will be removed, relocated or restored to its original condition after such construction activities are completed.

1.3.36 Transit Project(s) are defined as light and heavy rail, including subways, bus, bike, and other transportation or transit related projects collectively, and a "Transit Project" is defined as an individual Transit Project, as the context may require. Where the context so requires, "Transit Project" refers to the Design and Construction undertaken by or at the direction of MTA in order to create a new-light rail, heavy rail, subways, bus and other transportation or transit related project, or in order to reconstruct, alter, extend or maintain an existing -light rail, heavy rail, subway, bus or other transportation related project. Freeway, toll road and highway projects shall be included as Transit Projects to the extent Caltrans' third party agreement does not cover the entire scope of the project.

1.3.37. Transit Project Facility means a Facility that is a component of or an appurtenance to a Transit Project.

1.3.38. Transit Project Right of Way means (a) real property owned (or intended for acquisition) by MTA and used (or proposed to be used) for Transit Project purposes, and (b) those portions of public streets or rights-of-way on which are located (or proposed to be located) any Transit Project Facilities or which are otherwise used (or proposed to be used) by MTA for Transit Project purposes.

1.3.39 Utility is defined for purpose of this Agreement, as Veolia), and, as the context may require, its officers, employees, agents, contractors and subcontractors.

1.3.40 Utility Facility is defined as any structure, improvement or other facility impacted by the construction of a Transit Project, that is used for the provision of the particular form of service(s) offered by Utility to the public and shall include, but not be limited to, wires, cables, poles, cross-arms, anchors, guys, fixtures, vaults, conduits, duct

banks, vents, fittings, pipelines and manholes together with any and all equipment, apparatus or structures appurtenant thereto or associated therewith. The term "Utility Facility" does not include any buildings of Utility or any facilities therein or any other property of Utility whether or not devoted to public use, which is not included within the definition of "Utility Facility" and/or impacted by the construction of a Transit Project as set forth above.

1.3.41 Utility Representative means the person, or the persons holding the specified position(s), designated by Utility pursuant to Section 1.4

1.3.42 Utility Standards means the latest edition of Utility's written design and safety standards that are in effect as of the Effective Date, as the same may be modified from time to time thereafter, but only to the extent that such modifications do not result in Betterments pursuant to Section 2.5.

1.3.43 Westside Subway Extension Project has the meaning set forth in Recital B of this Agreement.

1.3.44 Work Order is that document which MTA shall issue to Utility authorizing MTA's funding for Utility's performance of Design, Design review, inspection, Construction and/or supply of materials and equipment, under the terms and conditions of this Agreement. Utility's failure to execute a Work Order shall not excuse Utility's performance of any obligation under this Agreement.

1.4 Utility Representative and MTA Representative

1.4.1 Utility Representative. For each Transit Project, Utility shall designate a person, or the holder of a specified office or position, to act as the Utility Representative for such Transit Project. A single individual may be the Utility Representative for more than one Transit Project, to the extent necessary depending on the requirements of the Transit Project(s) to which he or she is assigned. The Utility Representative(s) shall assist MTA in the delivery of such Transit Project(s) and each component thereof in a timely manner. The Utility Representative(s) will have the responsibility and authority (i) to manage and coordinate interaction of Utility with MTA and its contractors, (ii) to produce to

MTA the necessary billings, work documents and reports on production, Cost and Work Order status, (iii) to undertake reviews, provide comments and issue approvals as required by this Agreement, and (iv) to cause Utility to pay MTA's billings for its Costs that are reimbursable hereunder. Utility may change a designated Utility Representative by providing written notification to MTA fourteen (14) days prior to the change or as soon as reasonably practicable, if the change must be made sooner.

1.4.2 MTA Representative. For each Transit Project, the Chief Executive Officer of MTA shall designate a person, or the holder of a specified office or position, to act as the MTA Representative for such Transit Project. At MTA's option, a single individual may serve as the MTA Representative for any number of Transit Projects. The MTA Representative will have the responsibility to manage and coordinate MTA interaction with Utility, and to cause production of the necessary Design and Construction documents for Utility review and/or approvals as called for under this Agreement, to issue Work Orders, and to undertake reviews and issue approvals as required by this Agreement. The MTA may change its designated MTA Representative by providing written notification to Utility fourteen (14) days prior to the change, or as soon as reasonably practicable, if the change is to be made sooner.

1.5 Coordination and Cooperation

1.5.1 Coordination

It is acknowledged that the timely completion of each Transit Project will be influenced by the ability of MTA and Utility to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. As information becomes available for each Transit Project, MTA agrees to provide information to Utility within 10 days of receipt of such plans for the Project as will enable Utility to determine which Utility Facilities may be impacted thereby. The Parties will agree on the plans and specifications for each arrangement in accordance with the procedures described herein, but prior to the MTA giving formal notice to Utility of a required Rearrangement.

1.5.2 Cooperation

Rearrangement of a Utility Facility may be necessary in order to accommodate a Transit Project for either or both of the following reasons:

- (a) a physical conflict between the Transit Project (including its construction, operation, maintenance or use) and the Utility Facility, and/or
- (b) an incompatibility between the Transit Project Facilities as designed and the Utility Facility based on the requirements of Utility Standards, MTA's applicable standards, or applicable law (even though there is no physical conflict). MTA shall report to Utility about the physical conflict or incompatibility at least 100 calendar days prior to requiring such Rearrangement. In the case of an emergency, the solution shall be jointly handled on a case by case basis while both parties review and agree on a solution. Relocation of Utility Facilities will be avoided whenever it is possible to do so without causing increased costs for or delay in a Transit Project. When reasonably possible in accordance with the foregoing as determined by MTA, Utility Facilities will be left in place and protected.

When relocation or other Rearrangement of Utility Facilities cannot be avoided in accordance with the foregoing, Utility agrees to such Rearrangement as MTA determines is reasonably necessary and to cooperate with MTA's requirements for the Subject Transit Project, in accordance with the provisions of this Agreement subject to the following:

- (a) Where MTA does not possess superior rights over the utility; MTA is obligated to pay all reasonable costs incurred by Utility for Rearrangement of the Utility Facility per MTA's request and/or need;
- (b) MTA shall give Utility at least 100 days (unless prior rights are involved) written notice before requiring Rearrangement of the Utility Facilities; and
- (c) Utility's service will not be interrupted and Utility shall be allowed, if necessary, to place a temporary utility facility on the impacted property until such time as the Replacement Facility is operational.

Where there are joint users of any such Utility Facilities or any part thereof or space thereon or therein, Utility shall use its best efforts to cooperate with MTA in

identifying all joint users for the sole purpose of ensuring the joint users interests are addressed by the Project.

1.6. MTA Contractor.

The parties acknowledge that MTA, at its sole discretion, may utilize various Design and Construction contracting methodologies to construct Transit Projects along with any necessary Rearrangements . The MTA's determination of a Contract's scope of work shall not impact the processes governed by this Agreement. Without limiting the generality of the foregoing, Utility acknowledges that development of a Transit Project will require strict compliance with the scheduling requirements of this Agreement, and that failure to meet the deadlines set forth in this Agreement or in the applicable Work Order could cause MTA and/or its Contractor to incur substantial costs as a result of such delay, or may result in utility needing to take measures to avoid delay to the Subject Transit Project. The consequences of Utility's failure to meet a deadline are addressed in agreement. .

1.7 Interpretation and Application of Utility Standards

1.7.1 With respect to both Design and Construction, in interpreting applicable Utility Standards, and in exercising any discretion granted to Utility staff by applicable Utility Standards, Utility shall make such interpretations and exercise such discretion in a manner so as to impose the minimum requirements necessary to fulfill the reasonable goals of public health, safety and functionality. Any Design or Construction issues affecting Rearrangements which are not addressed by applicable Utility Standards shall be resolved in such a manner as to impose the minimum requirements necessary to make a Replacement Facility the equivalent (in terms of level of service, capacity, service life, capability, appearance, efficiency and function) to the Conflicting Facility it replaces and to otherwise minimize Rearrangement work..

1.7.2 If a disagreement arises between Utility and MTA (or its Contractors) with respect to a Design issue, then upon receiving notice of such disagreement, the MTA Representative shall promptly investigate and notify Utility of his or her determination as to the appropriate resolution of such disagreement in accordance with this Agreement. If, within fourteen (14) days

after, receiving the MTA Representative's written notice, Utility notifies MTA that it disagrees with the MTA Representative's determination, the dispute shall be resolved in accordance with Article 13. If Utility does not timely give such notice of disagreement, then the MTA Representative's determination shall prevail. Prior to resorting to the terms of Article 13 for resolution of the dispute, the Parties shall meet and confer in a joint working group consisting of appropriate MTA, Contractor and Utility staff members selected by each Party for the purpose of resolving the dispute.

1.7.3 If either Party issues a written non-conformance notice in accordance with Article 6, MTA's Representative shall investigate the matter within ten (10) days after receipt of a notice of nonconformance and will notify the issuing party of his/her determination within twenty (20) days about whether:

(a) correction of the completed work is necessary in order to meet MTA's or Utility's standards or to prevent public health and/or safety risks, and/or to achieve the agreed upon level of functionality for a Rearrangement required by the Design approved by the Parties, or

(b) correction is not necessary in order to achieve such purposes. If, within seven (7) days after receiving the MTA Representative's notice, Utility notifies MTA that it disagrees with MTA's determination, then the dispute shall be resolved in accordance with Article 13. If Utility does not timely give such notice, then the MTA Representative's determination shall prevail. Prior to resorting to the terms of Article 13 for resolution of the dispute, the Parties shall meet and confer in a joint working group consisting of appropriate members selected by each Party to attempt to resolve the dispute. If the MTA Representative, joint working group, or the Mediator(s) used pursuant to Article 13, as applicable, determine that correction is necessary, then the Party responsible for such work shall cause its contractors to correct or resolve the nonconformance. If the MTA Representative, joint working group, or such Mediator(s), as applicable, determines that correction is not necessary, then such nonconformance shall be deemed waived. Correction of any nonconformance waived pursuant to this Section 1.7.3 shall not be a condition to Utility's acceptance of a completed Rearrangement.

Article 2

Design

2.1 Design Coordination

The MTA Representative and the Utility Representative shall use their best efforts to agree upon written general guidelines, working relationships and administrative policies to implement the approval procedures with respect to Design review, and coordination of Construction, right-of-way acquisition and Rearrangement of Utility Facilities in order to permit the timely Construction of Transit Projects. All such guidelines, relationships, policies, procedures and coordination shall be consistent with this Agreement and, in the event of any conflict between the provisions thereof and this Agreement, the provisions of this Agreement shall prevail. MTA shall consult with the Utility Representative in establishing the schedule for Design of each Rearrangement to be consistent with MTA's schedule for each Transit Project.

2.2 Identification of Utility Facilities

2.2.1. Within sixty (60) calendar days after Utility's receipt of written request from MTA, Utility shall identify and disclose to MTA the nature and location of all Utility Facilities, which are located on, in, under or over the locations, which MTA indicates, may be affected by a Transit Project. Utility and MTA shall take reasonable actions to verify such information. Utility shall be responsible for all costs and expenses incurred by MTA (including, without limitation, costs of delay and other costs incurred by MTA or paid by MTA to its contractors to the extent resulting from or which arise out of Utility's failure to timely disclose all such Utility Facilities.

2.2.2 If Utility agrees it owes the amount due, Utility shall pay to MTA any amount due pursuant to this Section 2.2 within ninety (90) calendar days after receipt of demand therefore. If Utility disputes the amount due or disputes that it owes any amount, the dispute shall be resolved in accordance with Article 13. However, prior to resorting to the terms of Article 13, the Parties shall meet and confer in a joint working group consisting of appropriate members selected by each Party to attempt to resolve the dispute.

2.3 Design by Utility

Unless MTA and Utility agree that MTA or its contractor shall Design a particular Rearrangement, Utility shall Design each Rearrangement. Prior to commencing Design, Utility shall submit a Form 60 for Design hours and upon MTA approval of same, and Utility's receipt of a Work Order for Design from MTA along with the related Project Plans, Utility shall proceed with Design of such Rearrangement in accordance with the following:

2.3.1. Utility shall diligently perform its Design work in conformance with the Design schedule for the Rearrangement that is mutually agreed upon by MTA and Utility, subject to Section 2.3.4. Utility shall coordinate with MTA as is necessary to develop plans satisfactory to both MTA and Utility for each Rearrangement, with appropriate traffic control plans, subject to the requirements of this Agreement. The schedule for Utility's completion of Design, coordination requirements, review procedures, and related provisions shall be included as attachments to the Work Order, which shall also include the not-to-exceed cost of completing the Design of the specific Rearrangements based upon the Form 60. Betterments shall be addressed in accordance with Section 2.5. If a dispute over the Design Schedule occurs, the dispute shall be resolved in accordance with Article 13. Prior to resorting to the terms of Article 13, the Parties shall meet and confer in a joint working group consisting of appropriate members selected by each Party to attempt to resolve the dispute.

2.3.2 Utility shall prepare a complete set of Design plans, traffic control plans, and specifications for each Rearrangement, together with (a) Utility's itemized estimate of the total Cost of work, and (b) an estimate of the time needed to perform the required Rearrangement Construction. During Utility's Design process for each Rearrangement, MTA shall have the right to review and comment on the plans and specifications as well as on the Cost and time estimates. In order to facilitate such review, Utility shall submit to MTA its Design product for each Rearrangement at the completion of the Preliminary Engineering and Design Development phases; provided, however, that MTA shall provide any comments on such Design products to Utility within 30 days after receipt, and if MTA comments are not received by Utility within the thirty (30) day period, Utility's Design plans and specifications shall be deemed approved. All final

Designs, including time and cost estimates, shall be subject to MTA's written approval. Unless otherwise expressly provided for herein, Utility may not change the plans and specifications prior to or during the progress of Construction, except with prior written concurrence of MTA. MTA's review and approval of any Design furnished by Utility shall be solely for purposes of assessing compatibility of the Rearranged Utility Facilities with the Subject Transit Project, coordination with MTA's work on the Subject Transit Project, and Cost issues. MTA has and undertakes no duty to review such Designs for their quality, suitability for the intended purpose or for the adequacy of Rearranged Utility Facilities (as designed) for the purposes for which they are intended to be used.

2.3.3 Utility shall be responsible for errors in and omissions from any Designs prepared or provided by Utility, its consultants or contractors.

2.3.4 Utility shall apply and obtain all necessary permits and approvals from all local jurisdictions in order to perform work.

2.3.4 The following scheduling provisions shall apply:

(a) Utility shall deliver the Final Design for each Rearrangement to MTA for its review and approval in accordance with the schedule established in the applicable Work Order authorizing such Design work.

(b) As soon as reasonably practicable, Utility shall submit to MTA any modified Design necessitated by MTA's review and comments pursuant to Section 2.3.2, but not later than thirty (30) days, or such later date as the Parties may mutually agree, after Utility's receipt of MTA's comments.

B. Following any modification by MTA of Construction plans for the Subject Transit Project, Utility shall have a reasonable amount of time, as the Parties may mutually agree, in which to complete redesign of its Rearrangements. Each Party shall reasonably exercise its right to approve the timing for submittals of a revised Design, considering MTA's schedule for the Subject Transit Project, Utility's workload for carrying out its public utility duties, the type of Utility Facilities involved, the

extent of the modification of the Construction plans for the Subject Transit Project, and the extent of the resulting changes necessary to the Rearrangement Design.

2.4 Design Performed by MTA

If MTA and Utility mutually agree that MTA shall Design a specific Rearrangement, MTA shall issue Work Orders for Utility to review plans and specifications as required, and the following procedures shall govern:

2.4.1. Coordination of Design and the development of the Design plans and specifications shall be accomplished through the MTA Representative who shall confer from time to time with the Utility Representative, except to the extent that responsibility for same has been delegated to MTA's Contractors in accordance with Section 2.8.

2.4.2. MTA or its Contractor shall submit to Utility plans and specifications for each Rearrangement: at the Preliminary Engineering, Design Development ~~and~~ and Final Design stages for Utility review/approval or comment consistent with the requirements of this Agreement; provided that the schedule for such submittals and responses shall conform to the following requirements:

(a) Within ten (10) business days after receipt of up to 3 Design submittals (the "Review for Completeness Period"),

(i) Utility shall inform MTA whether the submittal is sufficiently complete for Utility review purposes, and

(ii) if not sufficiently complete, Utility shall so notify MTA, or shall return the submittal to MTA together with a written identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies.

(c) The provisions of this Section 2.4.2 also will apply to any re-submittal of a Design: by MTA, whether in response to a Utility notice or return of an incomplete submittal, or in response to substantive Utility comments.

2.4.3. Utility's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with (a) the most recent previous submittal, modified as appropriate to respond to Utility comments on such submittal and to reflect any subsequent changes agreed to by Utility and MTA, or (b) earlier submittals which have been approved by Utility. However, Utility shall have the right to make new comments on any material changes from previous submittals. Approval shall run parallel with the Review of Completeness Period.

2.5 Betterments

2.5.1. During the Preliminary Engineering Design phase but not later than the applicable Pre-Solicitation Comment Due Date for each Rearrangement, Utility shall inform MTA what Betterments, if any, Utility desires so that MTA can review the Betterments and determine whether they satisfy the requirements set forth in Section 2.5.2. Each Design furnished by Utility shall specifically identify any Betterments included in such Design. MTA may also identify Betterments included in Designs furnished by Utility or in comments provided by Utility on MTA-finished Designs, by giving written notice thereof to Utility during the Design review process.

2.5.2. It is understood and agreed that MTA shall have no obligation for the Cost of any Betterment (whether or not identified pursuant to Section 2.5.1), and that no Betterment may be performed in connection with any Rearrangement (whether Designed or Constructed by Utility or by MTA) that is incompatible with the Subject Transit Project or which cannot be performed within the constraints of applicable law, any applicable governmental approvals, the schedule for the Subject Transit Project and/or the Design. Utility shall bear the Cost of all Betterments included in each Rearrangement in accordance with Article 9.

2.5.3. For a Rearrangement to be Constructed by MTA, the price which Utility shall pay for each included Betterment shall equal the estimated incremental additional Cost for the Rearrangement resulting from such Betterment, calculated in accordance with Section 9.6.

2.6 General Design Criteria for Rearrangements

2.6.1. Utility shall notify MTA of any revisions or additions to the Utility Standards, identified in Exhibit 1 promptly after their formal issuance or adoption. The Design and Construction of each Rearrangement, whether undertaken by Utility or by MTA (or by their contractors), shall conform to the Utility Standards identified in Exhibit 1 and which exist as of the Effective Date, together with any revisions or additions thereto which are required to be incorporated into the Utility Standards pursuant to the following provisions (such standards, together with any such required revisions and additions, are sometimes referred to in this Agreement as "applicable Utility Standards"):

(a) The Design shall incorporate any revisions or additions to the Utility Standards of which Utility has notified MTA on or before the earlier of (i) thirty (30) calendar days after their formal issuance or adoption, or (ii) the applicable Pre-Solicitation Comment Due Date.

(b) The Design also shall incorporate any revisions or additions to the Utility Standards of which Utility notifies MTA after the deadline established pursuant to subparagraph (a) above but prior to the scheduled deadline for the non-Designing Party's final comments on the Final Design for the Rearrangement, provided that (i) such revisions or additions do not require Design changes necessitating re-submittal of the Design to the non- Designing Party and do not increase the cost of and/or time for Construction of either the Rearrangement or the Subject Transit Project as initially estimated, or (ii) such revisions or additions result from changes in federal or State laws, rules or regulations which mandate incorporation of the changes into the Design.

2.6.2. In all cases, Utility Standards shall be interpreted in accordance with Section 1.7.1. If Utility proposes an increase in requirements of, or variance from, the applicable Utility Standards (pursuant to this Section 2.6) for the Design or Construction of any Rearrangement, such increase or variance may be incorporated into such Rearrangement only if agreed to by MTA in its sole discretion; in such event, the increase or variance shall be considered a Betterment and shall be addressed in accordance with Section 2.5. MTA shall receive a credit or reimbursement for any additional Costs that it incurs due to such Betterment in accordance with Section 9.6.

2.6.3. Utility agrees that it shall not adopt any new Utility Standards, or otherwise amend or supplement any existing Utility Standards, for the sole or primary purpose of affecting any Transit Project. All Utility Standards shall be applied to the Rearrangements hereunder in the same manner as they are applied by Utility to projects that are (a) financed primarily by- Utility, (b) comparable to the Rearrangements of Utility Facilities hereunder, and (c) constructed for Utility by its own employees or by its contractors.

2.7 Changes

2.7.1 MTA or Utility may make changes to a previously approved Design prior to or during the progress of Construction only with written concurrence of the other Party. Except where changes are required to accommodate an unanticipated site condition or a change in a site condition, MTA shall have no obligation to consent to or approve any requested changes that will (a) necessitate re-submittal of Design to Utility, (b) delay Construction of the Subject Transit Project or any portion thereof, or (c) increase the cost of Construction of either the Rearrangement or the Subject Transit Project. The increased Cost, if any, attributable to changes in approved plans or specifications requested by Utility and approved by MTA shall be borne by Utility unless the change in approved plans or specifications was necessitated by an unanticipated site condition or a change in a site Construction Staging Plans site construction staging plans (as described below).

During Design of a Transit Project, MTA shall develop construction staging plans. Construction staging plans shall provide for, among other-things, the handling of vehicular and pedestrian traffic on streets adjacent to Transit Project construction and shall show construction phases, street closings, detours, warning devices and other pertinent information. To assist MTA in coordination and the development of construction staging plans, Utility shall furnish to MTA during Design the following information in writing, together with such other relevant information as MTA may reasonably request:

- (a) Utility Facilities in which service must be maintained without interruption.
- (b) Utility Facilities in which service may be permanently abandoned.

(c) Utility Facilities which may be temporarily abandoned and the maximum allowable duration of such temporary abandonment.

(d) Estimates of duration of street closures or restrictions necessary to construct Rearrangements of Utility Facilities.

(e) Rights-of-way, which must be acquired for Replacement Facilities and Rearrangements.

2.8 Delegation

Delegation of MTA Duties to MTA Contractors Proposed sequence of Construction of Utility Facility Rearrangements.

Without limiting MTA's right to delegate other tasks hereunder to its Contractors, MTA shall have the right to delegate to its Contractors the task of coordinating directly with Utility with respect to Design matters, including without limitation the submittal of Design for Utility review and discussion of Utility comments. Upon its entry into a Contract with a Contractor to which MTA intends to make such a delegation, MTA shall notify Utility in writing as to (a) the name of such Contractor (and relevant contact information), (b) the tasks hereunder that have been delegated to such Contractor, and (c) any modification to the notice requirements of Section 15.2. Utility agrees to coordinate its efforts and cooperate with such Contractor and with MTA as reasonably requested by MTA or such Contractor in accordance with such notification.

Article 3

Permits

3.1 Permits

After approval of the Final Design of a Rearrangement as set forth in Article 2, the Party performing the Design or its contractor shall obtain all necessary licenses and permits required by municipal, county and state authorities for the Rearrangement of Utility Facilities within, under, over, or above any public street, highway, bridge, or other public way; provided, however, MTA shall be responsible for obtaining (or causing its

Contractor(s) to obtain) all such permits and licenses required for any Construction to be performed by its Contractor(s) in accordance with Article 5. Each Party shall use reasonable efforts (the cost of which shall be considered a Cost hereunder) to assist the other Party in securing Permits. Each Party shall comply with the terms of all applicable permits in carrying out its assigned work hereunder.

Article 4

Acquisition of Replacement -Right-of-Way

4.1 Acquiring Right-of-Way

The need to acquire private rights-of-way for the relocation of Utility's Conflicting Facilities shall be determined during Design and, if needed, may be acquired by MTA or Utility following approval of location and type by both Parties prior to acquisition. MTA, or Utility, at no cost or expense to Utility, will acquire the required private rights-of-way to allow for the Rearrangements in an orderly manner so as not to impair MTA's schedule; provided, however, that if Utility cannot acquire said private right-of-way, they shall be acquired by MTA upon proper and timely notification. The location and type of said replacement rights-of-way shall be mutually agreed upon in accordance with this Agreement. However, to the extent the proposed Design will permit, Rearrangements shall be located in public ways. Utility shall convey to MTA, at no cost to MTA, all rights, title and interest Utility possesses in the existing Utility real property interests (except franchise rights and except where Utility owns the property in fee) (a) upon or within which Utility Facilities are located and which have been taken out of service by the Rearrangement, or have been abandoned in place and not removed or dismantled, and (b) that are required for the construction of the Subject Transit Project. Where replacement rights are to be needed by Utility within Transit Project Right-of-Way owned by MTA, MTA shall be responsible for providing such replacement rights, subject to the rights and needs of the MTA. Subject to the provisions of this Section 4.1, all real property interests obtained shall be in a legally binding form reasonably acceptable to Utility. The cost of any temporary construction easements or other real property rights (e.g., for installation of temporary Utility

Facilities) that are needed for any Rearrangement Construction Utility is performing shall be considered a "Cost" hereunder. MTA will be responsible for obtaining any temporary construction easements or other real property rights that are needed for Rearrangement Construction that MTA is performing and the cost of such easements or other rights shall be considered a "Cost" hereunder. The Parties shall use their best efforts in acquiring right-of-way so as not to impair MTA's schedule. Within sixty (60) calendar days after request by MTA, Utility shall furnish to MTA copies of any non-privileged, non-confidential agreements or other documents evidencing Utility's franchise, easements, or other existing rights in real property for its Utility Facilities that are located within a proposed Transit Project area. Utility's cost to provide such documentation shall be reimbursed by MTA.

4.2 Reimbursement for Real Property Interest Costs

Real property interest Costs shall be invoiced separately from other Cost items, but shall be reimbursable to the extent provided in Articles 8 and 9.

4.3 Right of Entry

Each Party shall permit the other immediate entry upon, and use of, all of such Party's right-of-way located within or near the route of a Transit Project whenever necessary for a purpose related to construction of the Transit Project or related to the maintenance, operation or inspection of Utility Facilities during Transit Project construction, and where not inconsistent in time or manner of exercise either with Utility's discharge of its duty as a public utility or with MTA's discharge of its duties with respect to the Transit Project; except that MTA shall not enter any Utility facility, such as a manhole or a cross-connect box, unless a Utility Representative is present and Utility's shall not enter any MTA active ROW or MTA contractor controlled area without prior written notice.

4.4 Quitclaim by Utility

For any Utility Facilities located within the Transit Project Right-of-Way owned by MTA that are being Abandoned in place or dismantled, but are not being replaced by a Rearranged Facility, upon request by MTA, Utility shall quitclaim to MTA (or otherwise

terminate by appropriate documentation) all of Utility's right, title and interest in and to any such portion of such Transit Project Right-of-Way on which such Utility Facilities were located.

4.5 Joint Use

If Utility Facilities located in Transit Project Right-of-Way are not required to be Rearranged hereunder and a quitclaim is not required to be provided to MTA pursuant to Section 4.4 (e.g., the Utility Facility is relocated within the original Facility area, the Utility Facility is merely protected in place, or there is no existing Utility easement in the easement area), then Utility shall execute an agreement in form and substance satisfactory to MTA and Utility whereby Utility agrees to the joint use of the subject property by both Utility and MTA.

Article 5

Construction of Rearrangements

5.1 Responsibility for Construction

Utility shall perform (through its contractors) all Construction for each Rearrangement, unless, during the process of Design Engineering, MTA and Utility mutually agree that MTA shall perform all or part of the Construction for a Rearrangement. The Party performing Construction may perform such Construction either prior to Construction of the Subject Transit Project, concurrently with such Construction, or through a combination of said alternatives, as mutually agreed by the Parties.

5.2 MTA Construction of Rearrangements

5.2.1 If agreed by the Parties pursuant to Section 5.1 that MTA shall perform the Construction of a Rearrangement, MTA may advertise, award and administer the Construction of such Rearrangement. Utility agrees to coordinate its efforts and cooperate with MTA's Contractors performing Construction, as reasonably requested by MTA or such Contractor.

5.2.2. MTA shall be responsible for all claims and stop notices or mechanic's liens filed by MTA's contractor, sub-contractors, and material and labor providers for work performed on Utility Facilities.

5.2.3. MTA shall notify Utility at least ten (10) days prior to commencing the Construction for each Rearrangement so that Utility may make arrangements for such inspection and record keeping as Utility may desire or as may be required pursuant hereto.

5.3 Utility Construction of Rearrangements.

MTA shall issue a Work Order to Utility for the Construction of all or part of a Rearrangement that Utility shall perform, and Utility will advertise, award and administer a contract(s) for the Construction of the Rearrangement. In such event:

5.3.1. Utility shall commence and diligently prosecute the Construction of such Rearrangement to completion as authorized by Work Order, in conformance with the time schedule set forth in the Work Order. Such Construction shall coincide closely and be coordinated with MTA's Construction schedule for the Subject Transit Project, including the schedule for Construction of Rearrangements of utility, cable, pipeline, and other facilities in the same segment or portion of the Transit Project; provided, however, that the schedule for work by Utility shall allow Utility a reasonable period of time for performance of its responsibilities hereunder. MTA shall coordinate Utility's work with other facility owners and contractors performing work that may connect complement or interfere with Utility's work hereunder or with Utility Facilities.

5.3.2 In the event that Temporary Facilities are necessary to effect the arrangement being Constructed by Utility, Utility may use lands owned or controlled by MTA for the purpose of erecting such Temporary Facilities thereon, provided that MTA shall have approved in writing the location and duration of such Temporary Facilities.

5.3.3. Utility shall notify MTA at least seven (7) business days prior to commencing the Construction for each Rearrangement so that MTA may make arrangements for such inspection and record keeping as MTA may desire.

5.3.4. For all work by Utility's forces or its contractors pursuant to Section 5.1, MTA shall include-a copy of the environmental requirements of the Project as an attachment to the applicable Work Order). All such work shall comply with such Work Order requirements as well as with the environmental controls established in the Construction Contract or Contract, as applicable, for the Subject Transit Project, including without limitation construction noise and vibration control, pollution controls, archeological and paleontological coordination and requirements with respect to biological resources, historic properties, and parklands. In case of inconsistency, the more stringent requirements shall prevail.

5.3.5 A separate Work Order will be issued for Construction of each Rearrangement.

5.4 Maintenance

Utility shall schedule, in concurrence with MTA, any routine maintenance of Utility Facilities that may be necessary after the completion of the Rearrangement so as not to interfere with the Transit Project Construction or its operation once completed.

5.5 "As-Built" Drawings

MTA and Utility shall each maintain a set of "as-built" plans of Rearrangements performed by MTA and Utility, respectively, during the progress of construction. Within sixty (60) days following the completion and acceptance of each Rearrangement, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing such re-arrangement as installed by the performing Party and all contract records pertaining to such as-builts. All "as-built" plans (whether provided by MTA or by Utility) shall be in a format, which conforms to MTA's requirements for the Subject Transit Project, as specified in the applicable Contract. If the drawings submitted by either Party are incomplete or non-conforming to such required format, they will be returned to that Party for correction at its sole expense.

5.6 Underground Service Alert

Prior to any commencement of underground work by either Party, the Party performing such work, or its Contractor, shall notify Underground Service Alert in accordance with California

law—. In addition, MTA shall cause its Contractors to ascertain from Utility and plainly mark before any excavations are made and during all time that work is being performed by MTA's Contractors in such area, the exact location of all Utility Facilities which may be below the surface of the ground or otherwise not plainly visible, as identified by Utility. Except as provided in the Design for the Rearrangement of Utility Facilities or as otherwise approved by Utility, MTA and its contractors shall not interfere with the operation of Utility Facilities. If any other Utility Facilities are damaged by MTA's Contractors in the course of construction work, except to the extent such damage arises from the negligence or willful misconduct of Utility or Utility's Contractor Utility shall immediately repair the damage as required to maintain service to its customers and, except as otherwise set forth in Section 2.2, MTA shall reimburse, or shall cause its Contractor to reimburse, Utility for its actual and reasonable costs incurred to repair the damaged Utility Facilities (or, if approved by both MTA and Utility, MTA's Contractor shall repair the damage at no cost to Utility (except as otherwise set forth in Section 2.2)). If any of MTA's property is damaged by Utility or its contractors in the course of its construction work, except to the extent such damage arises from the negligence or willful misconduct of MTA or its Contractor, Utility shall immediately report such damage to MTA and shall repair, in parallel with the repairs as required to maintain services to its customers, the damage at its sole cost to the reasonable satisfaction of MTA or, at MTA's election, MTA shall cause such damage to be repaired and Utility promptly, upon receipt of written documentation verifying such costs, shall reimburse MTA for MTA's actual and reasonable costs incurred in connection with such repair.

5.7 Utility Activities

If Utility plans to undertake any activities (including without limitation construction of new facilities, repairs or modifications to existing Utility Facilities, and similar activities) in the immediately adjacent to a Transit Project or Rearrangement Construction, Utility will coordinate such activity with MTA so that such activity will not delay or otherwise interfere with such Construction, and MTA shall reasonably cooperate with Utility with regard to same. However, if MTA determines that such activity will delay or otherwise conflict with such Construction, MTA shall have the right to condition the implementation of such activity on scheduling

adjustments and/or other modifications as MTA deems appropriate to ensure its Project Schedule will not be directly delayed by this proposed work, and if the proposed adjustments or modifications do not resolve the delay or conflict, or Utility refuses to make such adjustments or modifications to its construction schedule, Utility shall not implement such activity. The provisions of this Section 5.7 shall not apply in emergency situations; however, in such situations Utility will coordinate with MTA to the extent feasible in light of the circumstances, subject to all related safety requirements described herein.

Article 6

Inspection

6.1 Inspection During Construction

6.1.1. All work performed by either Party on Rearrangements pursuant to this Agreement that affects Construction of a Transit Project shall be subject to MTA and Utility inspection and final approval. MTA and Utility also may inspect the Construction of Rearrangements to ensure that the work has been performed in conformance with the Design approved by the Parties.

6.1.2. All Rearrangement Construction of Utility Facilities by MTA shall be inspected by Utility. Utility shall provide inspectors to observe and inspect the Rearrangement of Utility Facilities so that upon completion of Construction, Utility will have a basis for acceptance of the work. All such inspection services shall be authorized by MTA under the appropriate Work Order. Utility's inspectors shall make a good faith effort to be available, upon MTA's request and at MTA's expense, as needed throughout Construction to support MTA's schedule for the Subject Transit Project. Utility's inspectors shall cooperate and coordinate with the MTA Representative and MTA's Contractors and shall coordinate with the MTA Representative so as to provide safe access to Project sites by Utility inspectors.

At the inspections provided in accordance with Sections 6.1.1 and 6.1.2, above, each Party shall inform the other of any deficiencies or discrepancies in any work discovered in the course of such inspection. Utility will provide immediate verbal notice of

nonconformance to MTA's Representative as well as to MTA staff or Contractors (as designated by the MTA Representative), followed by a written nonconformance notice not later than five (5) business days after discovery. Likewise, MTA will provide immediate verbal notice of nonconformance to the Utility Representative (or to such other Utility staff as may be designated by the Utility Representative), followed by a written nonconformance notice not later than five (5) business days after discovery. Each nonconformance notice shall include an explanation of the notifying Party's desired resolution. Work shall not be stopped as a result of any such nonconformance unless (i) proceeding with the work will prevent resolution of the deficiency or discrepancy; (ii) the additional work cannot be properly performed without resolution of the deficiency or discrepancy, or (iii) otherwise determined and agreed upon by Utility and MTA. All notices of nonconformance provided by either Party shall be addressed in accordance with Section 7.3.

6.2 Final Inspection

As soon as the work of any specific Rearrangement has been completed, the Party which performed the Construction work shall notify the other Party in writing that the Rearrangement is ready for final inspection. All final inspections by Utility will be completed within seven (7) days following Utility's receipt of written request for same from MTA's Contractor. All final inspections by MTA shall be completed within seven (7) days following MTA's receipt of written request for same by Utility or Utility's Contractor. The final inspection of any Rearrangement or Transit Project Facility shall be attended by the MTA Representative and the Utility Representative. Each Party will provide to the other Party's Representative immediate verbal notice of any deficiencies or discrepancies in any Construction work discovered in the course of the final inspection, followed by a written nonconformance notice within one (1) business day thereafter. Each nonconformance notice shall include an explanation of the notifying Party's desired resolution. Work shall not be stopped as a result of any such nonconformance unless otherwise determined and agreed upon by Utility and MTA. All notices of nonconformance provided by either Party shall be addressed in accordance with Section 1.7.3. Both Parties' inspectors shall be available to observe and inspect any corrective work performed. Promptly upon completion of the Rearrangement of a Utility Facility, by MTA's Contractors (including if applicable, completion, of any corrective work performed), MTA shall

furnish in writing to Utility its notice of completion. Promptly thereafter, Utility shall furnish to MTA in writing its notice of acceptance of the Rearrangement. Upon such acceptance, title to such Utility Facility shall automatically vest in Utility (if not already so vested), and Utility shall assume full responsibility for such Utility Facility. Notwithstanding the foregoing, and except as further limited by this Agreement, MTA shall have responsibility and liability for correction of any latent defects in any Rearrangement work performed by MTA's contractors and not discovered by Utility prior to acceptance.

6.3 Materials Testing

Utility shall have the right to test materials used in Construction of Utility Facilities by MTA's Contractors, upon 24 hours prior written notice to MTA and the Contractor. MTA shall have the right to have its witnesses attend all such tests. Utility shall provide copies of the testing reports within 24 hours after each test, as well as providing to MTA access to the samples used and to the testing laboratory for inspection of its equipment. Testing shall be authorized by MTA under an appropriate Work Order, and the costs thereof, including any travel expenses incurred for off-site inspection and testing, shall be considered Costs of Rearrangement.

Article 7

Disposition of Salvaged Materials

7.1 Salvage by MTA

MTA may not salvage materials from the Conflicting Facility belonging to Utility during the course of its work on a Rearrangement, unless agreed to in writing by Utility. If MTA desires to use salvaged materials, subject to the consent of Utility, materials removed shall be stored by MTA until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused and that Utility desires to retain shall be returned by MTA to a mutually suitable location. If the materials removed by MTA are not reusable by MTA and are not desired by Utility, such materials shall become the property of MTA unless the approved Design provides otherwise.

7.2 Salvage by Utility

Salvaged materials which are removed by Utility and not reused in a Rearrangement shall be retained by Utility.

7.3 Salvage Credits

MTA shall receive a credit or payment, as provided in Article 9 of this Agreement, for salvage, storage and transporting of such materials described herein which are retained by Utility.

Article 8

Reimbursements to Utility

8.1 Reimbursements to Utility

The issuance of a Work Order (following MTA receipt of a Utility estimate using Exhibit A(Form 60) or other form required by MTA as described in Article 11) shall obligate MTA to reimburse Utility, subject to the terms of this Agreement, for the "Costs," as hereinafter defined, of all activities or work performed or materials acquired by Utility, its consultants or contractors pursuant to such Work Order, to the extent only that such activities, work or materials are within the scope of this Agreement as established pursuant to Section 1.1, and except to the extent that such Costs are not MTA's responsibility pursuant to this Agreement or, pursuant to the agreements referred in Section 1.1.2. For purposes of determining the amounts due from MTA to Utility pursuant to this Article 8, the term "Cost" shall mean all actual, allowable, allocable and reasonable direct and indirect costs necessarily incurred by Utility and attributable to such activities, work or materials, less credits to MTA as provided in Article 9 of this Agreement. Subject to the foregoing, direct costs shall include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement. MTA's obligation to reimburse Utility for Costs shall be subject to the limitations established in Article 11.

8.2 Reimbursement for Abandoned Conflicting Facility

In those cases wherein MTA and Utility agree that the construction of a Transit Project will eliminate the service need for a specific Conflicting Facility, such Conflicting Facility may be Abandoned by Utility, and MTA shall not be required to replace or compensate Utility for such Conflicting Facility, except for reasonable and necessary Costs incurred in severing and demolishing such Conflicting Facility and in restoring the sub-ground and ground surfaces as appropriate; provided, however, that under no circumstances shall MTA be responsible for any Abandonment, remediation or other Costs relating to the presence or existence of any environmental hazard on, in, under or about a Conflicting Facility or other Utility Facility, including but not limited to the presence of any Hazardous Materials, except to the extent the presence or existing of such environmental hazard arises from the act or omission of MTA, employees, agents or contractors. Subject to the consent of Utility, MTA may elect to undertake the activities described in this Section 8.2, the Costs of which shall be reimbursable to MTA as provided in Article 9.

Article 9

Reimbursements and Credits to MTA

9.1 Credits to MTA Where Utility Performs Work

MTA shall receive a credit against work performed by Utility under this Agreement at MTA's expense, for salvage, Betterments and Expired Service Life Value of Utility Facilities. The amount of credits shall be determined as provided below in this Article 9. All credits pertaining to a particular Rearrangement or other item of work hereunder shall be reflected on the applicable invoice(s) submitted by Utility.

9.2 Payments to MTA Where MTA Performs Work

Where MTA performs work hereunder, MTA shall receive compensation from Utility (by credit or payments as provided below) for salvage and Expired Service Life Value of Utility Facilities as applicable, as well as for Costs incurred by MTA for Betterments, and for any other Costs incurred by MTA that are Utility's responsibility pursuant to this Agreement. The amount of compensation shall be determined as provided below in this Article 9. To the extent possible, MTA may take such compensation in the form of credits

against amounts owed by MTA to Utility in connection with the Rearrangement for which the compensation is owed. MTA shall invoice Utility for any remaining amounts due in accordance with Section 11.6, and Utility shall make payments to MTA in accordance with Section 11.7.

9.3 MTA's Costs

For purposes of determining the amounts due from Utility to MTA pursuant to this Article 9, the term "Cost" shall mean all actual, allowable and reasonable direct and indirect costs incurred by MTA and attributable to activity or work performed or materials acquired in performing a task pursuant to this Agreement. Subject to the foregoing, direct costs shall include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement, and shall include but not be limited to those associated with Design, project review, construction management, permit fees, inspection, processing, remediation plan development and implementation, real property acquisition and contract administration. Indirect costs shall include administrative and overhead costs at the rate therefore established by MTA from time to time. MTA shall maintain its standard forms of records showing actual time expended and costs incurred under each Work Order.

9.4 Survey; Review of Records

The amount of credits or payments, as applicable, due MTA for salvage and Expired Service Life Value shall be determined by mutual agreement based upon Utility's applicable books, records, documents and other data of Utility. To assist in the determination of credits or payment due MTA under this Agreement, if any, MTA and Utility may conduct an inspection survey and/or inventory of each Conflicting Facility during Design Engineering. Pursuant to a Work Order, Utility shall provide MTA, to the extent such exist and are known and available, with drawings, plans or other records necessary to conduct such survey or inventory. The survey shall describe the physical attributes of the Conflicting Facility such as number, length, diameter, dimensions, and type of material. The survey shall further describe, for each Conflicting Facility, the date of construction or installation; the present condition; the expected service life of each Conflicting Facility as derived from Utility's

records; and whether materials contained therein are salvageable. The results of such survey shall also be applied in the determination of Betterments, as necessary.

9.5 Salvage

As applicable, credit shall be allowed or Utility shall pay for salvage for items of materials and equipment recovered from the Conflicting Facility in the performance of Rearrangement work which are subsequently retained by Utility in accordance with Section 7.2. The amount of a salvage credit or payment, if any, shall equal the estimated cost to Utility to acquire like or similar used materials (as depreciated), as determined by mutual agreement, plus storage and transportation Costs.

9.6 Betterments

As applicable, credit shall be allowed or Utility shall pay for Betterments in accordance with the following: The amount of a Betterment credit, if any, shall be the estimated cost of the Replacement Facility, minus the estimated cost of a Substitute Facility. The amount of Betterment credit, if any, shall be a fixed amount determined by the Parties during Design engineering based upon estimates provided by Utility and its contractors and agreed to by the MTA.

9.7 Expired Service Life

9.7.1 MTA shall receive a credit for the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the period which the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made. For purposes of this Agreement, "Expired Service Life Value" shall mean the depreciated value of the Conflicting Facility as determined by Utility utilizing its standard depreciation calculation. The amount of credit or payment for Expired Service Life Value shall be set forth by Utility on a Form 60. If MTA disputes the Expired Service Life Value of any Conflicting Facility, the dispute shall be resolved in accordance with Article 13. Prior to resorting to Article 13 for resolution of the dispute, the Parties shall meet and

confer in a joint working group consisting of appropriate members selected by each Party to attempt to resolve the dispute.

Article 10

Indemnity and Insurance

Indemnity

10.1 Indemnification by Utility. Subject to the limitations of applicable laws, Utility shall indemnify, protect, defend and hold harmless LACMTA, its respective governing board members, officers, employees, authorized agents, engineers, contractors and subcontractors from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' and expert witness fees and costs) (collectively, "Claims and Expenses") that arise out of or as a result of any negligent act, omission or willful misconduct of Utility or its officers, agents, employees, engineers, contractors or subcontractors in carrying out the obligations of the Utility under this Agreement or any Work Order executed pursuant hereto. ,

10.2 Indemnification by MTA

Subject to the limitations of applicable laws, LACMTA shall indemnify, protect, defend and hold harmless the Utility, its successors and assigns and its shareholders, officers, directors, employees, authorized agents, engineers, contractors, and subcontractors from and against any and all Claims and Expenses that arise out of or as a result of intentional negligent acts, omission or willful misconduct of LACMTA, its officers, agents, employees, engineers, contractors or subcontractors in carrying out the obligations of the LACMTA under this Agreement or under any Work Order executed pursuant hereto.

10.3. Any Design Contract, Construction Contract or other Contract entered into by LACMTA or Utility in connection with a Rearrangement shall contain a provision that requires the contractor, as part of the liability insurance requirements, to provide endorsement CG 20 10 (1985 or equivalent forms) to each policy of commercial general liability insurance that names as additional insureds to such policy (not subject to any

premiums or assessments) Utility and LACMTA and their respective officers and employees etc. as additional insureds (not subject to any premiums or assessments). Unless otherwise mutually agreed by the Parties, the following shall be the minimum insurance coverage and limits for both LACMTA and Utility:

- a.) The Commercial General Liability insurance coverage shall have a minimum limit of \$2 million combined single limit of liability for bodily injury, property damage and personal injury per occurrence, \$4 million general annual aggregate and \$4 million products/completed operations aggregate.
- b.) Commercial Automobile Liability insurance covering the ownership, maintenance or use of all owned, leased, non-owned and hired vehicles used in the performance of the Work; including loading and unloading, with limits of \$2 million combined single limit for bodily injury and property damage liability.
- c.) Workers' Compensation statutory limits policy in conformance with the laws of the State, and employer's liability insurance (for bodily injury or disease) with minimum limits of \$1 million per accident for bodily injury by accident, \$1 million per employee for bodily injury by disease, and \$1 million policy limit for bodily injury by disease.
- d.) Contractor's Pollution Liability (CPL) insurance with a total combined limit of liability of no less than \$1 million per occurrence and \$2 million in the aggregate. The CPL policy shall include coverage for cleanup costs, third-party bodily injury and property damage resulting from pollution conditions caused by contracting operations. The CPL shall also provide Non-Owned Disposal Site (NODS) coverage for transportation and off-site disposal of materials.

10.4 The companies affording insurance coverage must have a rating of A- or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Each contractor shall also require all

subcontractors performing work for a Rearrangement or who may enter upon the work site to maintain the same insurance requirements listed above.

10.5. Prior to commencement of work, a Certificate evidencing the required coverage shall be provided directly by the insurers to Utility and LACMTA, providing that said coverage shall not be reduced in scope or cancelled without thirty (30) days prior written notice to LACMTA and Utility. Utility recognizes and agrees that all or part of such insurance can be provided by LACMTA through a program of self-insurance.

10.6. If Utility is itself performing work for a Rearrangement, Utility may self-insure and agrees to protect MTA, its officers and employees at the same level with respect to types of coverage and minimum limits of liability as MTA would have required of third party insurance, and Utility agrees that such self-insurance shall include all duties, obligations and responsibilities of an insurance company with respect to any claim made under such self-insurance program. At least 30 days prior to the implementation of any self-insurance program, Utility shall provide to MTA certification that Utility meets the requirements of this Article.

10.7 If Utility does not self-insure in accordance with this Article 11, Utility shall itself obtain insurance complying with the requirements of Sections 11.1 and 11.2 above.

Article 11

Work Orders and Billings

11.1 Work Performed by Utility

11.1.1. All work performed by Utility under this Agreement shall be initiated by Work Orders as provided herein. Utility's obligation to perform work, hereunder, which is fully reimbursable by MTA, shall arise upon the issuance by MTA of an authorized Work Order Utility's review of Project documents, and drawings, furnished by MTA may not be subjected to complete re-engineering or technical study by Utility. However, where

MTA has prior existing rights, Utility may be obligated to perform work necessary to support MTA's Project without the issuance of a Work Order and Construction schedule for each Transit Project.

11.2 Work Orders

MTA shall issue Work Orders to Utility, following Utility's submittal of estimates in the form then required by MTA (currently Form 60 as set forth in Exhibit A, as the same may be amended or replaced from time to time by notice from MTA to Utility), to authorize Utility's performance of all work and the purchase of all materials and equipment required under the terms and conditions of this Agreement. Utility shall complete (either through its own, forces or through its consultants, contractors or subcontractors) all work authorized by any Work Order. Except as otherwise provided in Section 11.3.4., Contractors engaged by Utility to perform work covered by this Agreement shall comply with all applicable labor and other laws. Utility shall cooperate with MTA and take such actions as the MTA may reasonably request, to ensure such compliance. Each Work Order issued under the terms of this Agreement shall specify the work to be performed and any materials or equipment to be acquired, the maximum amount of money which Utility may expend therefore, and a schedule, including the estimated starting and finishing dates for work so authorized. Work Orders shall set forth schedules that are consistent with and supportive of MTA's Design and Construction schedule and that are agreed to by Utility. Utility shall not be authorized to do any work, and shall not be paid, credited or reimbursed for Costs or expenses associated with any work that is not authorized by a Work Order, unless otherwise mutually agreed in writing. Under no circumstances shall Utility receive payment for, or reimbursement of, any Costs associated with or related to Betterments, and the issuance of a Work Order authorizing Utility work or other activity respecting a Betterment shall not constitute the agreement of MTA to make any payments to Utility in respect thereto.

11.3 Work Order Changes

11.3.1. Utility shall not order or direct work that would cause Construction Costs to exceed the maximum amount allowable therefore in any Work Order, without the prior approval of MTA as set forth in a Work Order revision in accordance with Section 11.3.4. Utility agrees to use its best efforts to perform such work within the maximum amount specified therefore in each Work

Order. Utility agrees to notify MTA if at any time Utility has reason to believe that the Construction Costs that it expects to incur under any Work Order in the next 60 days, when added to all Construction Costs previously incurred under such Work Order, will exceed 75% of the maximum Construction Costs specified in the Work Order, or if at any time Utility has reason to believe that the total Construction Costs under said Work Order will be in excess of ten percent (10%) greater or less than previously estimated. Utility may request revision of Work Orders to increase the maximum allowable Construction Costs thereunder, in the event of anticipated Construction Cost overruns. MTA will consider, and may not unreasonably withhold its approval of, any increase in the maximum allowable amount of construction Costs that is, caused by (i) a necessary change in the scope of the subject Construction, or (ii) a delay or increase in Utility's Costs that are not caused by Utility (or its contractors, suppliers or agents), provided that Utility notifies MTA within five (5) days of the Utility Representative becoming aware of the event or situation causing such anticipated change. MTA may withhold its approval of any other increase in Construction Costs above the maximum allowable amount authorized in the applicable Work Order. Without MTA's prior approval, Utility will not be reimbursed for Construction Costs expended in excess of maximum amounts allowable therefore and authorized in a Work Order.

11.3.2. Utility shall not order or direct work that would cause Non-Construction Costs to exceed the maximum amount allowable therefore in any Work Order, without the prior written approval of MTA as set forth in a Work Order revision in accordance with

Section 11.3.4. Utility agrees to use its best efforts to perform such work within the maximum amount specified therefore in each Work Order. Utility agrees to notify MTA if at any time Utility has reason to believe that the Non-Construction Costs that it expects to incur under any Work Order in the next 60 days, when added to all Non-Construction Costs previously incurred under such Work Order, will exceed 75% of the maximum Non-Construction Costs specified in the Work Order, or if at any time Utility has reason to believe that the total Non-Construction Costs under said Work Order will be in excess of ten percent (10%) greater or less than previously estimated. Utility may request written revisions of Work Orders to increase the maximum allowable Non-Construction Costs thereunder, in the event of anticipated Non-Construction Cost overruns. MTA will consider, and may not unreasonably

withhold its approval of, any increase in the maximum allowable amount of Non-Construction Costs that is caused by (i) a necessary change in the scope of the subject Construction, or (ii) a delay or increase in Utility's Costs that is not caused by Utility (or its contractors, suppliers or agents), provided that Utility notifies MTA within five (35) days of the Utility Representative becoming aware of the event or situation causing such anticipated change. MTA may withhold its approval of any other increase in Non-Construction Costs above the maximum allowable amount authorized in the applicable Work Order. Without MTA's prior approval, Utility will not be reimbursed for Non-Construction Costs expended in excess of maximum amounts allowable therefore and authorized in a Work Order.

11.3.3. Utility agrees to notify MTA if at any time Utility has reason to believe that the estimated finishing date of any work under a Work Order will be later than the date authorized in the Work Order. Utility will request written revision of the Work Order in the event of anticipated completion delays and MTA will consider, and may not unreasonably withhold, its approval of the revision to the Work Order to reflect the change in the finishing date, unless the delay is caused solely as a result of actions by the Utility or its contractor(s).

11.3.4. Any revision to a Work Order requested by Utility shall be submitted in writing to MTA for its prior approval and MTA shall act promptly on any such request. If MTA fails to respond in writing to a requested revision within fourteen (14) days after receipt thereof, the revision shall be deemed accepted, unless the revision is requested because of a delay or action by the Utility or its contractor(s) that causes a need to revise the Work Order; provided, however, that the Parties may mutually agree to extend such period before its expiration. Notwithstanding the foregoing, any proposed revision occasioned by emergency field construction difficulties may be submitted to MTA orally, by telephone, and confirmed in writing by Utility within three (3) business days; in such event, MTA agrees to immediately act and the MTA Representative shall convey MTA's decision orally, to be confirmed in writing within three (3) business days. All Work Order revision requests shall include an estimate for the Work Order revision in the form then required MTA (currently Form 60, as the same may be amended or replaced from time to time by prior written notice from MTA to Utility). Without MTA's prior approval, Utility will not be reimbursed for costs to correct defective performance by Utility, its consultants or contractors.

11.3.5. MTA may terminate, in writing upon thirty (30) days' notice with written reasons for such termination any Work Order at any time in its sole discretion, but MTA shall reimburse Utility in accordance with this Agreement for Costs, if any, already incurred by Utility there under, and those costs , necessary to restore Utility's Facilities in the process of Rearrangement to a permanent condition suitable for the provision of service to the public. If restoration is found to be necessary, MTA will authorize the Costs therefore in its written termination of the Work Order.

11.4 Deadlines and Delays

11.4.1. Utility shall perform its work under this Agreement in accordance with the deadlines and schedules established in the applicable Work Order. Subject to Sections 11.3.3, 11.3.4, 11.4.2, and 15.12, if Utility fails to meet a deadline established in this Agreement or in the applicable Work Order for Construction or any other activity, then Utility shall be responsible for all actual documented costs and expenses incurred by MTA (including, without limitation, costs of delay and other reasonable and documented costs incurred by MTA or paid by MTA to its Contractors) and arising out of such delay, unless such delay was not caused by Utility. Utility shall pay to MTA any amount it agrees is due pursuant to this Section 11.4.1 within 90 days after receipt of demand therefore. If Utility disputes the amount MTA contends is due or disputes that any amount is due, the dispute shall be resolved in accordance with Article 13 and the time period for payment of such disputed amount shall be tolled until the final resolution of such dispute. Prior to resorting to Article 13 for resolution of the dispute, the Parties shall meet and confer in a joint working group consisting of appropriate members selected by each Party to attempt to resolve the dispute.

11.4.2. If MTA or its Contractor fails to complete any work hereunder by the applicable deadlines established in this Agreement or in the respective Work Orders, then any affected deadlines and Costs for Utility's Construction or other activities under this Agreement or any Work Order shall be revised accordingly.

11.5 Procedures for Utility Billings to MTA

11.5.1 The Parties agree that the following procedures will be observed for submission of monthly billings by Utility to MTA on a progress basis for work performed by

Utility under a specific Work Order. Utility shall maintain separate accounting records for each Work Order authorized by MTA.

a) Utility shall submit to MTA, within thirty (30) days after the end of each month, a "Project Labor Report" identifying by task both Utility staff (and applicable consultant) hours charged for administrative, design, inspection and management services and Utility direct field labor.

b) Following the commencement of a specific Rearrangement or other work under a given Work Order, Utility's billings (in an electronic format where possible) shall be submitted to MTA's Representative within 60 days of the monthly period when the work was performed. This billing shall specify all Costs incurred for that billing period including copies of invoices and other Cost data. Signed individual labor time sheets including clear identification of MTA's Work Order number and Project title shall be maintained for audit on file in Utility's accounting center. Utility shall provide a full description of any labor charges during the billing period that were not identified in the Project Labor Report, if requested by MTA, in order to resolve any questionable Utility charges. Each billing shall show all applicable credits, shall be noted as either in-progress or as final, and shall include a certification that the charges were appropriate and necessary to performance of the referenced Work Order and have not previously been billed or paid. The final billing, with a recapitulation of prior progress billings and a notation that all work covered by a given Work Order has been performed and billed for, shall be submitted to MTA within one hundred twenty (120) days after completion and acceptance of the work covered by the Work Order.

11.5.2. Utility agrees to retain, or cause to be retained, for inspection and audit by MTA or other governmental auditors for the period required pursuant to Section 11.8, all records and accounts relating to the work performed by Utility under this Agreement; provided, however, that if any actions brought under the dispute resolution provisions of this Agreement have not been finally resolved by the foregoing deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

11.6 Procedures for MTA Billings to Utility

11.6.1. In those cases in which MTA performs work payable by Utility under the terms of this Agreement, MTA shall submit regular progress billings to Utility, which shall (a) specify Costs incurred for that billing period, (b) bear the MTA work order number, (c) be supported by copies of data that support the Costs incurred, (d) be addressed to the Utility Representative, and (e) be maintained by MTA for inspection and audit, as required pursuant to Section 11.8. Each billing shall be noted as either progress or final, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the reference contract and have not previously been billed or paid. The progress billing shall indicate actual work performed during the billing period, the direct and indirect Costs thereof, Utility's share of such Costs, and any amount thereof being paid through the application of credits against amounts owed by MTA to Utility. The final billing, with a notation that all work covered by a given work order has been performed and billed for, shall be submitted to Utility as soon as practicable (but no later than six months one hundred twenty (120) days) following the completion of the work, shall recapitulate prior progress billings, and shall show inclusive dates upon which work billed therein was performed.

11.6.2. MTA agrees to retain, or cause to be retained, for inspection and audit by Utility or other governmental auditors for the period required pursuant to Section 11.8, all records and accounts relating to all work performed by MTA for Utility under this Agreement; provided, however, that if any actions brought under the dispute resolution provisions of this Agreement have not been finally resolved by the foregoing deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

11.7 Payment of Billings Payment of each bill properly submitted pursuant to Section 11.5 or 11.6 shall be due within sixty (60) days of receipt thereof; provided, however, that (a) all such payments shall be conditional, subject to post-audit adjustments, (b) final payment for each Rearrangement shall be contingent upon final inspection (and acceptance, where applicable) of the work by the Party billed for such work, which inspection (and acceptance, where applicable) will not be unreasonably withheld or delayed, and (c) MTA may withhold credit amounts due Utility under the Work Order for which the bill was submitted if Utility has not posted such credits on the bill within sixty (60) days after submittal of requests for same by MTA.

11.8 Inspection and Audit

Upon reasonable notice, each Party (and its authorized representatives) shall have reasonable rights to inspect and audit during normal business hours, the other's relevant non-privileged records relating to its performance hereunder (and all Costs incurred with respect thereto) for each Transit Project and related Rearrangements, from the date hereof through and until expiration of four (4) years after the later of (a) the accepted completion of all Rearrangements for such Transit Project and (b) payment of all final billings owed to such Party related to such Transit Project and related Rearrangements, or such later date as is required under other provisions of this Agreement or by law. Each Party shall bear its own costs and expenses in connection with undertaking any inspection and audit, and in responding thereto. Examination of a document or record on one occasion shall not preclude further review or reexamination of such document or record on subsequent occasions. By providing any of its records to the other Party for examination, the Party providing such records represents and warrants that such records are accurate and complete. The Parties shall mutually agree upon any financial adjustment found necessary by any audit. If the Parties are unable to agree on such adjustment, then the matter shall be resolved pursuant to Article 13. The rights granted pursuant to this Section 11.8 shall not obligate either Party to inspect or audit the other Party's records nor shall either Party be entitled to utilize or rely on the other Party's audit results, absent such other Party's consent.

Article 12

Hazardous Materials and Protected Materials

12.1 Investigation of Sites and Preparation of Environmental Impact Reports

12.1.1 As between Utility and MTA, MTA shall be responsible, at MTA expense, for the investigation of potential Hazardous Materials sites and Protected Materials sites within the area that would directly impact Construction of a Transit Project or a Rearrangement of Utility Facilities hereunder.

12.1.2 MTA shall prepare, at its sole cost and expense, all environmental impact reports/statements required by local, state or federal law for the Construction of a Transit Project or a Rearrangement of Utility Facilities hereunder.

12.2 Indemnity by Utility

Utility shall indemnify, defend at MTA's request with counsel selected by MTA subject to MTA's reasonable approval, and hold harmless MTA, its respective governing boards, officers, directors, employees, authorized agents, engineers, contractors, and subcontractors, and their respective successors and assigns, from and against any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) and losses, including attorney's fees, consultant's fees, and expert fees that arise during or after work or actions to the extent arising out of (i) the release of Hazardous Materials within any site for a Rearrangement of Utility Facilities, to the extent such release is directly caused by activities or omissions of Utility, its employees, representatives, agents, shippers, contractors, or invitees, and (ii) Utility's breach of Utility's representations and warranties in this Subsection 12.2

12.3 Responsibility For Remedial or Protective Action

12.3.1 At least seven (7) days before Utility commences its Rearrangement, MTA shall provide to Utility a copy of all environmental impact reports and soil tests prepared in connection with the Transit Project and shall disclose to Utility all information of which it is aware concerning the existence of any Hazardous Material and/or Protected Materials within any site for a Rearrangement of Utility Facilities. If the ~~info~~ information provided reveals the existence of a Hazardous Materials and/or Protected Materials in an area in which Utility will be working and MTA is required by an Environmental Law or otherwise to take some action with respect to the Hazardous Materials such as containment, cleanup, removal, restoration or other remedial work ("Remedial Work"), Utility shall not commence its Construction until the required Remedial Work has been completed by MTA at its sole cost and expense. However, if the presence of Hazardous Materials that are in violation of applicable Environmental Laws is directly caused by the Utility or its facilities, Utility will take immediate action at its sole cost and expense to complete the Remedial Work necessary under Environmental Law.

12.3.2 If, after it commences work, Utility discovers the existence of a Hazardous Substance in the site on which it is working on a Rearrangement, Utility shall immediately suspend its

work and notify MTA of its discovery. MTA shall immediately determine if any Remedial Work is reasonably necessary or required by any Environmental Law. If any Remedial Work is reasonably necessary or required by any Environmental Law, MTA shall immediately commence, or cause to be commenced, and thereafter diligently prosecute to completion, all such Remedial Work at its sole cost and expense. Utility shall not continue its work until MTA has completed the Remedial Work in accordance with the law(s) that required it. However, if the presence of Hazardous Materials that are in violation of applicable Environmental Laws is directly caused by the Utility or its facilities, Utility will take immediate action at its sole cost and expense to complete the Remedial Work necessary under Environmental Laws. The Party discovering Hazardous Materials and/or Protected Materials shall make any required notifications to federal, state, and/or local agency(ies) in accordance with applicable law.

12.4 Indemnity by MTA

MTA shall indemnify, defend at Utility's request with counsel selected by Utility subject to MTA's reasonable approval, and hold harmless Utility and its affiliated companies and their officers, employees, agents and contractors from any and all claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) and losses, including attorneys' fees, consultant fees, and expert fees that arise during or after Utility's work on the Transit Project from or in connection with the presence or suspected presence of Hazardous Materials on a site on which Utility performed work for a Rearrangement, unless (i) the presence of Hazardous Materials that are in violation of applicable Environmental Laws is directly caused by activities or omissions of Utility, its employees, representatives, agents or Contractors or (ii) any soil contamination or Hazardous Material existing prior to the Rearrangement work, including any such contamination or Hazardous Materials discovered during Construction work performed for the relocation and (iii) MTA's breach of MTA's representations and warranties in this Subsection 12. 4.

Article 13

Resolution of Disputes

In the event of a claim or dispute arising out of or relating to this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through negotiation, including mediation. All disputes shall be subject to the provisions of this Article. Utility and MTA shall act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract.

13.1 Continuation of Performance

13.1.a. MTA Discretion – The existence and details of a dispute notwithstanding, both parties shall continue, without delay, their performance hereunder, except for any performance which MTA, in its sole and absolute discretion, determines should be delayed as a result of such dispute. MTA shall continue to pay sums not in dispute, during any such period of continued performance.

13.1.b. Failure to Continue Performance – If Utility fails to continue its performance hereunder, which MTA in its sole and absolute discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by MTA as a result of Utility's failure to continue to so perform shall be borne by Utility, and Utility shall make no claim whatsoever against MTA for such costs. Utility shall promptly reimburse MTA for such MTA costs, as determined by MTA or MTA may deduct all such additional costs from any amounts due to Utility from MTA.

13.2 Resolution Processing the event of any dispute between the Parties with respect to this Agreement:

1. Utility and MTA shall submit the matter to their respective Project Managers and Contract Administrators to resolve the dispute.
2. If the Project managers and Contract Administrators are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to Utility's Chief Executive Officer and to MTA's Chief Executive Officer, or their designees, to resolve the dispute.
3. In the event that contractor's CEO and MTA's CEO are unable to resolve the dispute within a reasonable time, not to exceed twenty (20) days, from the date of submission of the dispute to them, then each party may assert its other rights and remedies provided under this Agreement and /or any rights and remedies as provided by Law.

13.3 Documentation of Disputes

All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Article, the efforts to resolve a dispute shall be undertaken by conference between the

parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

Article 14

Federal and Other Requirements

14.1 Inspection and Audit

This Agreement, as to certain Transit Projects, may be subject to a financial assistance agreement with the U.S. Department of Transportation, Federal Transit Administration, and as such is subject to the following terms and conditions as to such Transit Projects only:

Utility agrees to comply with all financial record keeping, reporting and such other requirements that are imposed by law as a condition to or requirement of funding obtained by MTA from third parties (provided that MTA gives reasonable notice of such requirements to Utility in writing at least thirty (30) days before requiring compliance with the same). Utility shall permit the authorized representatives of MTA, the U.S. Department of Transportation, the Comptroller General of the United States, and any other government agency providing funding or oversight on a Transit Project, to inspect and audit (and if required by law to copy) during normal business hours and upon reasonable notice, all non-privileged relevant records maintained by Utility relating to performance by Utility, its contractors and subcontractors (as appropriate) under any Work Order issued to Utility for such Transit Project or Rearrangements of Utility Facilities related thereto, from the date of this Agreement through and until expiration of three (3) years after the later of (a) the accepted completion of all Rearrangements for such Transit Project and payment of all final billings owed to Utility related to such Transit Project and related Rearrangements, or (b) such later date as is required by the rules and regulations of any such government agency (provided that MTA gives reasonable prior written notice of such later date to Utility). Each Party shall bear its own costs and expenses in connection with undertaking any audit, and in responding thereto. Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions.

Utility shall agree to comply with Buy America regulations as identified in Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 660 and 661. Utility's material list shall be provided to MTA upon Utility completing its 85% design level plans. Material list shall identify each material to be used on the relocation and whether the material is compliant with Buy America or not. Should material not be compliant, an action plan by Utility shall be generated and submitted to MTA within 30 calendar days. Action plan shall include a summary of options to obtain compliant material in order to meet MTA schedule.

14.2 Prohibited Interests

No member, officer or employee of MTA, or of a local public body, during his or her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To MTA's knowledge, no board member, officer or employee of MTA has any interest; whether contractual; non contractual, financial or otherwise in this transaction, or in the business of Utility.

14.3 Equal Employment Opportunity

In connection with the performance of this Agreement, Utility and MTA shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, national origin or disability. The Utility and MTA shall act in compliance with applicable laws to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14.4 Disadvantaged Business Enterprise

In connection with the performance of this Agreement, Utility will cooperate with MTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises, and both Parties will use their best efforts to ensure

that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

14.5 Prior Approval

This Agreement and all amendments thereto are subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

14.6 Non-Discrimination

Without limiting any other provision of this Article 14, Utility and MTA agree to comply, and to cause all of their contractors to comply, with all applicable state and federal non-discrimination laws, rules and regulations.

14.7 Buy America

This contract shall be construed in accordance with the Federal, State and Local law of California. Including Title 49.661.13 of which, the Utility shall adhere to the Buy America clause set forth therein.

14.8 Debarment and Suspension

Utility shall comply with all FTA EPLS requirements as it relates to Debarment and Suspension. Requirements are stated by following the link below.

<http://www.epls.gov>

Article 15

Miscellaneous Provisions

15.1 Approvals, Further Documents, and Actions

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

(a) must be in writing to be effective (except as otherwise specifically allowed by this Agreement); and

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

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

15.1.3 Except as otherwise provided in this Agreement, all notices or communications pursuant to this Agreement shall be in writing and shall be sent or delivered to the following:

15.1.4

To Utility:

Adam Weyer

Enwave Energy Corporation

2052 Century Park East

Los Angeles, CA 90067

To MTA:

Chief Executive Officer

Los Angeles County Metropolitan Transportation Authority

One Gateway Plaza

Los Angeles, California. 90012

Any notice or demand required shall be, given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested or (c) by reliable messenger or overnight courier to the address of the respective Parties set forth above.

Any notice served personally shall be deemed delivered upon receipt, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Utility or MTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice given to the other Party in accordance with this Section 15.1.4.

15.2. Alternate Notice. The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each such alternate procedure shall be described, in writing and signed by the MTA Representative and by the Utility Representative.

15.3 Assignment; Binding Effect

Neither Party shall assign its interest in this Agreement without prior consent of the other Party. Any permitted assignment shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties.

15.4 Waiver

The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

15.5 Entire Agreement; Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties hereto.

15.6 Time

15.6.1. In accomplishing all work and performing all other acts required under this Agreement, time is of the essence.

15.6.2. All references to "days" herein shall be deemed to refer to calendar days, unless otherwise specified.

15.7 Legal Rights

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of MTA and Utility for default in performance under this Agreement or any Work Order are in addition to any other rights or remedies provided by law. As used in this Agreement, the masculine, feminine and neuter, genders, and the singular and plural numbers shall each be deemed to include the other or others whenever the context so indicates.

15.8 Headings

The headings that appear at the commencement of each Article and Section are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the Article or Section itself, the Article or Section itself and not the heading shall control as to construction.--

15.9 Incorporation of Exhibits and Addenda

Every Exhibit and Addendum to which reference is made in this Agreement is hereby incorporated in this Agreement by this reference.

15.10 Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

15.11 Force Majeure

Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its

fault or negligence; such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the Party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions; provided, however, that lack of funds or funding from the Respective Party shall not be considered to be a cause beyond a Party's control and without its fault or negligence. The foregoing events do not constitute force majeure events where they are reasonably foreseeable consequences of Construction. If any of the foregoing events occur, Utility agrees, if requested by MTA, to accelerate its efforts hereunder if reasonably feasible in order to regain lost time, so long as MTA agrees to reimburse Utility for the incremental actual costs of such efforts.

15.12 Construction

The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against either of the Parties.

15.13 Survival

The representations, warranties, indemnities, waivers and dispute resolution provisions set forth in this Agreement, all payment obligations hereunder incurred prior to termination of this Agreement, and all other provisions that by their inherent nature should survive termination of this Agreement, shall survive the termination of this Agreement for any reason whatsoever, and shall remain in effect unless and until terminated or modified in writing by mutual agreement.

15.14 Benefit

Nothing in the provisions of this Agreement is intended (a) to create duties for, obligations to, or rights in third parties not parties to this Agreement, except to the extent that, specific provisions (such as the indemnity provisions) identify third parties and provide that they are entitled to benefits hereunder, or (b) to affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of highways, Transit Projects and other public facilities that is different from the standard of care imposed by law.

15.15 Severability

If any part of this Agreement is found to be invalid or unenforceable by a ruling or decision reached in accordance with Article 13, or otherwise by a court having proper jurisdiction, such finding shall not invalidate the remaining portions hereof, but such provisions shall remain in full force and effect to the fullest extent permitted by law; provided, however, that the Parties shall immediately renegotiate, reasonably and, in good faith, the terms or provisions found to be invalid, as well as any other terms and provisions as necessary to achieve as nearly as possible the Parties' original contractual intent.

15.16 Governing Law

This
Agree

ment shall be governed by and construed and enforced in accordance with the laws of the State of California.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

Name: _____

APPROVED AS TO FORM:

“UTILITY”

Enwave,

By: _____

Name: _____

Title: _____

Date: _____

"MTA"

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: Phillip A. Washington

Title: Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

Exhibit 1

FORM 60

(See Attached)



Board Report

File #: 2018-0011, File Type: Project

Agenda Number: 21.

CONSTRUCTION COMMITTEE MARCH 15, 2018

**SUBJECT: METRO BLUE LINE TRACK AND SYSTEM
REFURBISHMENT**

ACTION: ESTABLISH A LIFE OF PROJECT BUDGET

RECOMMENDATION

ESTABLISH a Life-of-Project (LOP) Budget of \$90,779,817, utilizing \$44,581,402 available FY19 funds from existing capital projects, for the Metro Blue Line Track and System Refurbishment Project (205115).

ISSUE

The Metro Blue Line (MBL) opened in 1990 and is Metro's oldest operating rail line. Major railway infrastructure components on the MBL are nearing the end of their useful life and require constant replacement, rehabilitation, and upgrade enhancements to continue to meet safety and service reliability standards.

DISCUSSION

The MBL has been in continuous operation for over 27 years and rail infrastructure components have reached the end of useful life and require replacement, upgrades and modernizations. Many of the MBL's existing infrastructure equipment are no longer supported by the Original Equipment Manufacturers and will result in longer repair times if not replaced or upgraded with new equipment. Delay in addressing this in a timely manner will result in customer impacts that include major service delays and may compromise passenger safety.

As a State of Good Repair project, the scope of the MBL Track and System Refurbishment Project will:

- 1) Upgrade and rehabilitate the Expo/Blue Line junction located at the corner of Washington and Flower streets
- 2) Upgrade and rehabilitate two double crossovers at 7th & Metro Station
- 3) Upgrade the Overhead Catenary System (OCS) to Overhead Catenary Rail (OCR) under the I-10 Bridge in the Central LA business district
- 4) Rehabilitate the OCS from Washington Station to Willow Station and portions of the OCS

- feeding the Blue Line yard near Del Amo Station
- 5) Replace direct fixation rail fasteners and installation of fall protection at elevated sections of the MBL
 - 6) Repair and replace cable duct bank along the right-of-way from LA River Bridge to Wardlow Station
 - 7) Replace rail, reconstruct crossing panels, and install anti-corrosive booting south of Willow Station through the Long Beach Loop
 - 8) Replace ten track turnouts at main yard interlocking and Imperial crossover
 - 9) Convert signals along the Expo Line and Blue Line to the new standard aspect lighting configuration
 - 10) Install station and wayside infrastructure improvements at MBL stations to support the Wrong Side Door Opening project
 - 11) Install station and wayside infrastructure improvements at Wardlow and 5th Street Stations to support the future Fare Gate project

The project will be completed when the MBL is shut down in segments for an eight month period. This service approach supports the MBL Signal System Rehabilitation (Contract RFP No. C1081) and Willowbrook/Rosa Park Station Improvements (Contract RFP No. C1161) projects. Performing this work during the scheduled shutdown will result in overall time and cost savings. Attachment A outlines the work breakdown for the MBL Track and System Refurbishment Project. Rail service will be replaced with an alternative service plan that will provide express and local service for Metro patrons during the duration of the shutdown. Staff will return to the board in late 2018 to provide comprehensive operations service plan/mitigation details along with complete communications/outreach planning information in preparation for the MBL shutdown which will take place in segments.

This project is part of Metro's commitment to deliver a robust State of Good Repair program that invests in modernization and enhancements to renew asset life and reduce asset breakdowns that impact daily service and customer experience.

DETERMINATION OF SAFETY IMPACT

Approval of the recommendation will have a positive impact on safety and reliability as the project work scope will move forward to ensure compliance with the replacement cycle specifications for the MBL. Further, maintaining the rail system in a State of Good Repair is essential to providing safe and reliable service to patrons who ride the Metro Rail system daily.

FINANCIAL IMPACT

This action will establish an LOP budget of \$90,799,817 for the replacement of the MBL rail track and system infrastructure upgrades. The LOP will encompass available funds from existing MBL capital projects, including the MBL Replacement and Booting (205093), Long Beach Duct Bank Upgrade Phase 2 (205088), MBL Turnout (205101), and Correct Door Enable on LRT (214002). Contingent upon Board approval of the FY19 budget, funds in the amount of \$44,581,402 will be budgeted. Since this is a multi-year project, the Project Manager will ensure that the balance of funds is budgeted in FY 20. The expenditure plan reflecting sources and usage of funds is shown in

Attachment A.

The costs for the alternative service plan and customer service support will be incurred under Operating projects 306001 (Operations Transportation) and 300022 (Rail Operations - Blue Line), respectively.

Impact to Budget

The source of funds for the Capital component of this project will come from State (TDA4) and local funding sources (PA35%) that are eligible for Rail Capital Projects. Alternative service planning and support will come from Enterprise funds. Use of these funding sources will maximize allowable funding allocation given funding provisions.

ALTERNATIVES CONSIDERED

The Board may choose not to authorize the life-of-project budget for 205115. This alternative is not recommended by Metro staff because without proceeding to replace track and infrastructure components, any failure(s) may cause extended delays in MBL service. Furthermore, not performing or deferring these replacements and upgrades is not recommended as rail infrastructure components are safety sensitive; and if not properly maintained, will impact service passenger safety and reliability. Additionally, unscheduled maintenance repair costs on a per component basis will result in higher operating costs versus reduced costs when consolidating and the performing work during a shutdown where efficiencies can be leveraged.

NEXT STEPS

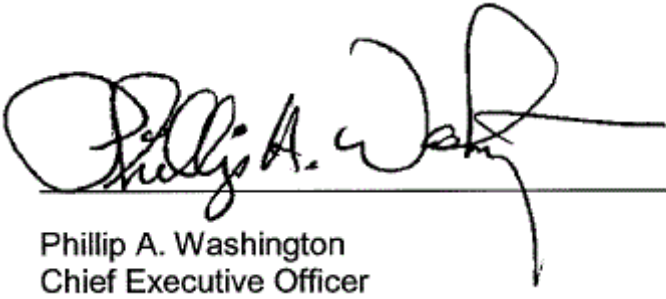
Upon Board approval, Metro Transit Project Delivery and Maintenance of Way (MOW) Engineering will proceed forward with preparation of engineering specifications, contract solicitation, evaluation, and contract award in late FY18.

ATTACHMENTS

Attachment A -205115 Work Breakdown and Expenditure Plan

Prepared by: Marshall Epler, DEO, Systems Engineering, (213) 617-6232
Geyner Paz, Senior Administrative Analyst, (213) 617-6251
Errol Taylor, Senior Executive Officer, Rail Maintenance and Engineering, (213) 922-3227

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



Phillip A. Washington
Chief Executive Officer

CP 205115 - Work Breakdown and Expenditure Plan
Metro Blue Line Track and System Refurbishment Project

Use of Funds		FY 19	FY 20	Total
Construction Phase				
1	Construction Elements	\$ 41,624,402	\$ 33,093,565	\$ 74,717,967
2	Rehabilitation of Expo/Blue Line Junction			
3	Crossover(s) at 7th/Metro Station			
4	Conversion of OCS to Overhead Catenary Rail			
5	Rehabilitate Mid Corridor OCS			
6	Installation of Track Fasteners & Fall Protection			
7	Replacement of Del Amo Duct Bank			
8	Rail Replacement and Booting			
9	Replacement of track turnouts			
10	Standardization of Signal Aspect			
11	Station Improvements for Door Enable system			
12	Infrastructure for Fare Gates at Wardlow & 5 th Street			
13	Design Support During Construction (DSDC)	\$ 100,000	\$ 40,000	\$ 140,000
14	Construction Management Consultants (CMC)	\$ 2,154,000	\$ 898,000	\$ 3,052,000
15	Special Conditions (3rd Party Agreements)	\$ 250,000	\$ 500,000	\$ 750,000
16	Agency Costs: Project Management, Project Control, Procurement, Corporate Safety Support, etc.	\$ 453,000	\$ 188,000	\$ 641,000
17	Project Contingency 15%	\$ -	\$ 11,498,850	\$ 11,498,850
Total Project Fund Use		\$ 44,581,402	\$ 46,218,415	\$ 90,799,817
Sources of Funds				
17	Local (PA35%) State (TDA4)	\$ 44,581,402	\$ 46,218,415	\$ 90,799,817



Board Report

File #: 2018-0025, File Type: Contract

Agenda Number: 23.

EXECUTIVE MANAGEMENT COMMITTEE MARCH 15, 2018

SUBJECT: METRO TALENT DEVELOPMENT BENCH

ACTION: AWARD BENCH CONTRACTS

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. AWARD four-year, fixed rate task order based bench Contract Nos. PS45898000 through PS45898010, with the following firms: Grawbowski Collaborative Consulting, Insight Strategies, Inc., Kaygen Inc., Lopez and Company, LLP., MilliMicro Systems Inc., Newleaf Training and Development, OGX Consulting, Organic Communications, LLC., PROTRANS, Cynthia M. Ruiz & Associates, and The Greg Group, for Talent Development Services, for a not-to-exceed amount of \$931,054 for the two-year base term effective April 1, 2018 through March 31, 2020, plus \$465,526 for each of the two, one-year options, for a combined total amount not-to-exceed \$1,862,106, subject to resolution of protest(s) if any; and
- B. EXECUTE Task Orders under these Contracts for Talent Development services in a total amount not-to-exceed \$1,862,106.

ISSUE

Metro's Talent Development department leads employee development programs that include professional skills development and leadership development programs. The award of these bench contracts will serve to complement existing in-house staff in providing specialized training as needed.

DISCUSSION

The Talent Development bench contracts (bench) permit Metro to supplement internal resources by having available consulting firms with a wide range of specialized training and development services.

The bench will provide expertise and resources to support and enhance employee development opportunities. The bench will also support existing leadership development programs and provide a breadth of training opportunities for Metro's 10,000 plus employees.

Metro Talent Development continues to have requests for specialized training offerings and utilizing

this bench will enable staff to honor all requests.

FINANCIAL IMPACT

The funding of \$50,000 for this service is included in the FY18 budget in cost center 6220, Talent Development, under project number 100001, General Overhead.

Since this is a multi-year contract the cost center manager and SBU Chief of Human Capital & Development will be accountable for budgeting the cost in future years, including any option(s) exercised.

Impact to Budget

The source of funds for Project 100001 is General Overhead funds, comprised of federal, state and local funds. These funds are eligible for bus and rail operating costs.

ALTERNATIVES CONSIDERED

Staff has considered using in-house Metro resources to perform this work; however, this approach is not recommended as Metro does not have sufficient resources and subject matter experts available to perform this work.

The Board of Directors may choose not to authorize the contract award for this project; however, this alternative is not recommended as this bench contract is critical to the development and training of Metro's growing workforce.

NEXT STEPS

Upon Board approval, staff will establish and execute the Talent Development bench contracts for specialized training and development services, effective April 1, 2018, and will competitively award individual task orders, on an as-needed basis.

ATTACHMENTS

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: Patrice McElroy, Executive Officer, Talent Management,
(213) 418-3171

Reviewed by: Joanne Peterson, Chief Human Capital & Development Officer
(213) 922-8891
Debra Avila, Chief Vendor/Contract Management Officer
(213) 418-3051



Phillip A. Washington
Chief Executive Officer

PROCUREMENT SUMMARY

METRO TALENT DEVELOPMENT BENCH / PS45898000 – PS45898010

1.	Contract Numbers: PS45898000 through PS45898010	
2.	Recommended Vendors: See Below	
3.	Type of Procurement (check one): <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	Procurement Dates:	
	A. Issued: August 28, 2017	
	B. Advertised/Publicized: August 29, 2017	
	C. Pre-Proposal Conference: September 13, 2017	
	D. Proposals Due: October 6, 2017	
	E. Pre-Qualification Completed: January 23, 2018	
	F. Conflict of Interest Form Submitted to Ethics: December 28, 2017	
	G. Protest Period End Date: March 20, 2018	
5.	Solicitations Picked up/Downloaded: 48	Bids/Proposals Received: 13
6.	Contract Administrator: Marc Margoni	Telephone Number: (213) 922-1304
7.	Project Manager: Stephanie Burke	Telephone Number: (213) 418-3105

A. Procurement Background

This Board Action is to approve the award of bench Contract Nos. PS45898000 through PS45898010, in support of Metro's Talent Development Department. The contracts will be for a four-year term, effective April 1, 2018, inclusive of two, one-year options, for a cumulative total amount not-to-exceed \$1,862,106. The purpose of these contracts is to provide professional skills and leadership development in support of Metro's Talent Development Department on an as-needed basis for which task-orders will be competed and issued. Board approval of these contract awards are subject to resolution of any properly submitted protest(s).

Request for Proposal (RFP) No. PS45898 was issued in accordance with Metro's Acquisition Policy, and the contract type is task-order based. The RFP was issued as a small business prime and was open to Metro's SBE certified firms only.

On September 13, 2017, a pre-proposal conference was held with representatives from 24 firms in attendance.

On September 20, 2017, 53 questions were received. Responses to those questions were provided in writing the following week.

No amendments were issued during the solicitation phase of this RFP.

A total of 13 proposals were received on the due date of October 6, 2017 from the firms listed below in alphabetical order:

1. Backstrom Leadership Strategies
2. Cynthia M. Ruiz & Associates
3. Grabowski Collaborative Consulting
4. Insight Strategies, Inc.
5. Kaygen, Inc.
6. Lopez and Company, Inc.
7. MilliMicro Systems, Inc.
8. Newleaf Training and Development
9. OGX Consulting
10. Organic Communications, LLC
11. PROTRANS
12. Skillsoft Corporation
13. The Greg Group, Inc.

B. Evaluation of Proposals

The Proposal Evaluation Team (PET) consisting of staff from Metro’s Workforce Services, Talent Development, and Diversity and Economic Opportunity Department was convened and conducted a comprehensive technical evaluation of the proposals received.

Two of the 13 proposers were found ineligible as they are not Metro certified Small Business firms and were removed from consideration, as specified in the RFP. The remaining 11 proposers were identified as Metro Small Business Enterprises (SBE) and/or Disadvantaged Business Enterprises (DBE).

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

- Contractor’s Business Profile 10 percent
- Qualifications of Proposed Personnel 20 percent
- Consultant’s Proposed Process and Approach 20 percent
- Technical Discipline Qualification 25 percent
- Technical Discipline Expertise 25 percent

The evaluation criteria are appropriate and consistent with criteria developed for other, similar services. During the week of December 11, 2017, the PET met and conducted an independent technical evaluation. All 11 firms were recommended by the PET to be qualified and included in the bench. These firms are listed below:

No.	CONTRACT NO.	FIRM
1	PS45898000	Grawbowski Collaborative Consulting
2	PS45898001	Insight Strategies, Inc.
3	PS45898002	Kaygen, Inc.
4	PS45898003	Lopez and Company, LLP.
5	PS45898004	MilliMicro Systems, Inc.

6	PS45898005	Newleaf Training and Development
7	PS45898006	OGX Consulting
8	PS45898007	Organic Communications, LLC.
9	PS45898008	PROTRANS
10	PS45898009	Cynthia M. Ruiz & Associates
11	PS45898010	The Greg Group

Grabowski Collaborative Consulting

Grabowski Collaborative Consulting (GCC) was founded in 2016, located in Trabuco Canyon, California. GCC’s primary services include team building workshops, executive coaching, conflict resolution, and professional facilitator services. Gregory R. Grabowski, President, has over 30 years of experience in various leadership roles.

Insight Strategies, Inc.

Insight Strategies, Inc. (ISI), founded in 1994, is located in Torrance, California. ISI’s primary services include administrative and general management consulting, professional and management development training, public speaking training, customer service and human resource consulting services. Ms. Teri Fisher, CEO and Managing Partner, has performed over 23 years in various capacities: facilitator, executive coaching, training and keynote speaker. This firm has performed satisfactory work for Metro.

Kaygen, Inc.

Kaygen, Inc. (KI), founded in 2003, is located in Irvine, California. KI is specialized in Enterprise Information Management, delivering fit-for-purpose solutions, Training and Talent Development services for over a decade with a strong roster of satisfied customers. KI’s team includes senior resources that have extensive experience in executive leadership trainings, technical trainings, and soft skills trainings along with a broad spectrum of technology subject matter experts. This firm has performed satisfactory work for Metro.

Lopez and Company, LLP

Lopez and Company, LLP (L&C), founded in 1996, is located in Temecula, California. L&C’s primary services include professional and management development and administrative and general consulting services. L&C is currently on Metro’s Audit Bench and has, for the past 20 years, been providing financial, performance, attestation, staff augmentation and consulting services. This firm has performed satisfactory work for Metro.

MilliMicro Systems Inc.

MilliMicro Systems Inc. (MMSI), founded in 1998, is located in Northridge, California. MMSI’s primary services include professional and management development training, IT, and cyber security. Mr. Singh has developed training projects for the

Department of Homeland Security, Metropolitan Water District, U.S Navy, US Marine Corps, US Air Force, US Army, and Fox Channel Group.

Newleaf Training and Development

Newleaf Training and Development (NT&D), founded in 2006, is located in Valencia, California. NT&D's primary services include change management, conflict resolution, leadership communications, team building and stress reduction consultations. Paul Butler, Project Manager, has over 20 years' experience in project management development for corporate, educational, non-profit, and government entities.

OGX Consulting

OGX Consulting (OGX), founded in 2008, is located in Aurora, Colorado. OGX's primary services include administrative and general management consulting, human resource consulting, custom computer and data processing related services. Alvin McBorrough, Managing Partner and Principal Consultant, has over 20 years of experience serving clients in government, technology, media, telecommunications, and financial industries. Mr. McBorrough's expertise spans the areas of operational strategy, technology development, advanced analytics, and operations Management. This firm has performed satisfactory work for Metro.

Organic Communications, LLC

Organic Communications, LLC (OC), founded in 2004, is located in Bel Air, California. OC's primary services include administrative and general management consulting, human resource, public relations, professional and management development training and motivational speaking consulting. Lee Broekman, Principal, has provided communication, management and leadership guidance to professionals and organizations for the past 15 years. Ms. Broekman, a communication lecturer, has taught courses at USC, UCLA School of Law, and has developed the communication and media curriculum at the American Jewish University's College of Arts and Sciences. This firm has performed satisfactory work for Metro.

PROTRANS

PROTRANS, founded in 1972, is located in Newport Beach California. PROTRANS' primary services include instruction in business writing skills, grant writing and basic to advanced English instruction. Elena Rojas, President and CEO of PROTRANS, has held numerous Spanish and English teaching positions throughout her career.

Cynthia M. Ruiz & Associates

Cynthia M. Ruiz & Associates (CMR&A), founded in 2015, is located in Los Angeles, California. CMR&A's primary services include marketing and general management consulting services. Cynthia M. Ruiz, Principal, has over 30 years' experience in teaching and currently is a Professor at the University of West Los Angeles where she teaches graduate level courses in leadership and management at the School of Business. Ms. Ruiz has received over 50 awards and accolades for her leadership

and service to the City of Los Angeles. This firm has performed satisfactory work for Metro.

The Greg Group, Inc.

The Greg Group Inc. (TGGI), founded in 2015, is located in Redondo Beach, California. TGGI's primary services include computer training and education programs. Gregory J. Sirbu, President/Principal, has over 30 years' experience working closely with direct report technology teams to implement a wide range of IT related business goals.

C. Cost/Price Analysis

The RFP contained neither price nor a specific Statement of Work. Each future task order will contain a specific Statement of Work which will be competed with the bench firms. These firms will propose according to the requirements of the task order and a cost/price analysis will be performed, as appropriate, on all task orders issued.

D. Background on Recommended Contractors

All 11 firms listed above are recommended for award. These firms have been evaluated and are determined to be responsive and responsible to perform work on Metro assignments on an as-needed task order basis.

DEOD SUMMARY

METRO TALENT DEVELOPMENT BENCH / PS45898000 – PS45898010

A. Small Business Participation

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

All bench participants are SBE primes and have committed to perform 30% or more of the work with their own workforces. Work throughout these Contracts will be issued on a task order basis as needed.

SMALL BUSINESS PRIME (SET-ASIDE)

	SBE Primes	SBE % Committed
1.	Grawbowski Collaborative Consulting	100%
2.	Insight Strategies, Inc.	100%
3.	Kaygen, Inc.	100%
4.	Lopez and Company, LLP	100%
5.	Milli Micro Systems, Inc.	60%
6.	Newleaf Training and Development	100%
7.	OGx Consulting	100%
8.	Organic Communications, LLC	100%
9.	PROTRANS	100%
10.	Cynthia M. Ruiz & Associates	100%
11.	The Greg Group	30%
	Total Commitment	

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to these Contracts.

C. Prevailing Wage Applicability

Prevailing wage is not applicable to these Contracts.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to these Contracts.



Metro

Board Report

File #: 2018-0002, File Type: Federal Legislation / State Legislation (Position)

Agenda Number:

**EXECUTIVE MANAGEMENT COMMITTEE
MARCH 15, 2018**

SUBJECT: FEDERAL LEGISLATION

ACTION: ADOPT STAFF RECOMMENDED POSITIONS

RECOMMENDATION

ADOPT staff recommended positions:

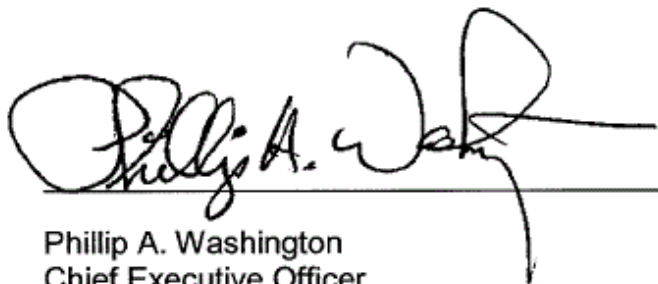
- A. S.B. 2320 (Cornyn) - Building United States Infrastructure and Leveraging Development Act or the BUILD Act - **SUPPORT**
- B. H.R. 1458 (Blumenauer) - Raise And Index to Sustainably and Efficiently Invest in Transportation Act of 2017 or the RAISE IT Act - **SUPPORT**

ATTACHMENTS

- Attachment A - S.B. 2320 (Cornyn) Legislative Analysis
- Attachment B - H.R. 1458 (Blumenauer) Legislative Analysis

Prepared by: Raffi Hamparian, Senior Director, Federal Affairs - (213) 922-3769
Michael Davies, Senior Manager, Federal Affairs, (202) 248-5426
Marisa Yeager, Senior Manager, Federal Affairs (213) 922-2262

Reviewed by: Pauletta Tonilas, Chief Communications Officer, (213) 922-3777



Phillip A. Washington
Chief Executive Officer

ATTACHMENT A

BILL: SENATE BILL 2320

AUTHOR: SENATOR JOHN CORNYN (R-TX) and SENATOR MARK WARNER (D-VA)

SUBJECT: “BUILDING AMERICAN INFRASTRUCTURE AND LEVERAGING DEVELOPMENT ACT” or BUILD ACT

STATUS: SENATE – REFERRED TO THE COMMITTEE ON FINANCE

ACTION: SUPPORT

RECOMMENDATION

Staff recommends that the Board of Directors adopt a SUPPORT position on S. 2320, the BUILD Act authored by Senator John Cornyn and Senator Mark Warner.

ISSUE

The U.S. Department of Transportation (USDOT) currently has a statutory cap (\$15 billion) on the amount of Private Activity Bonds available for approval to finance infrastructure projects. USDOT has approved \$10.8 billion in Private Activity Bonds, currently leaving just under \$5 billion available nationwide. It is expected that future project approvals throughout the nation will continue to decrease the amount of Private Activity Bonds available. S. 2320 raises the statutory cap by \$5.8 billion on Private Activity Bonds available to USDOT for approval.

DISCUSSION

Private Activity Bonds are bonds issued by state and local governments and are directed at projects that benefit private entities but also serve some public purpose. This form of financing is important for surface transportation projects that utilize a public-private partnership model. As an example, on the Denver Eagle transit project which is the nation’s first and only large P3 transit project, the use of Private Activity Bonds on the project resulted in a roughly \$400 million in savings over the life of the contract.

As Metro continues to receive and evaluate all potential opportunities to accelerate project delivery, it is beneficial to ensure that this valuable financing tool is available in the future. By increasing the total available amount in tax exempt Private Activity Bonds that USDOT is allowed to approve to \$20.8 billion, the appropriate capacity to approve bond issuances in the future will be achieved.

In the infrastructure plan released by the White House on February 12, 2018, the Trump Administration proposes eliminating the cap on Private Activity Bonds. While such a move would be helpful to our agency – this policy proposal faces staunch opposition in Congress from many in the GOP – including from the powerful Chairman of the House Committee on Ways and Means – Congressman Kevin Brady (R-TX).

DETERMINATION OF SAFETY IMPACT

There is no determined safety impact due to the enactment of the proposed legislation.

FINANCIAL IMPACT

This bill could have a positive financial impact on our agency as it provides additional Private Activity Bond capacity should Metro decide to pursue a project that would benefit from such financing.

ALTERNATIVES CONSIDERED

Staff has considered adopting an oppose position on the bill. Adopting an oppose position on the bill would be counter to the advocacy efforts as outlined in the Board-approved 2018 Federal Legislative Program.

NEXT STEPS

Should the Board adopt a SUPPORT position on this measure, staff will communicate the Board's position to the author and work with Congress to ensure its adoption into law. Staff will continue to keep the Board informed as this issue is addressed throughout the legislative session.

BILL: HOUSE RESOLUTION 1458

AUTHOR: REPRESENTATIVE EARL BLUMENAUER

SUBJECT: RAISE IT ACT

STATUS: HOUSE – REFERRED TO THE COMMITTEE ON WAYS AND MEANS

ACTION: SUPPORT

RECOMMENDATION

Staff recommends that the Board of Directors adopt a SUPPORT position on H.R. 1458 – the Raise and Index to Sustainably and Efficiently Invest in Transportation Act of 2017 or the RAISE IT Act authored by Representative Earl Blumenauer of Oregon.

ISSUE

The federal government’s Highway Trust Fund is facing solvency issues and is increasingly reliant on general fund transfers from the U.S. Treasury. According to the Congressional Budget Office, the “trust fund will have insufficient resources to meet all of its obligations, resulting in steadily accumulating shortfalls.” Furthermore, the Congressional Budget Office estimates that the Highway Trust Fund will incur negative balances by the end of Fiscal Year 2020. Approving a solution to ensure solvency of the Highway Trust Fund will be a critical task for Congress to address as the current surface transportation authorization bill expires September 30, 2020.

DISCUSSION

The Administration and Congress are currently in the process of deciding how to proceed on an infrastructure initiative proposed by the White House on February 12, 2018. Absent from that proposal was a solution to fund the Highway Trust Fund which continues to take in less in federal gasoline taxes as vehicles become more fuel efficient and more electric vehicles share our highways. At the same time, the cost of the nation’s infrastructure needs continues to grow. While Congress debates the recent infrastructure proposal, it is important to remember that the Highway Trust Fund provides far more funding for highway and transit projects than does the proposed infrastructure initiative, and ensuring its solvency would be one of the most effective steps in addressing future transportation infrastructure needs throughout the nations.

There have been a number of potential solutions offered by Members of Congress to address the shortfall in the Highway Trust Fund. Repatriation of overseas corporate earnings was an idea that had bipartisan support, but Congress decided to use that option to help pay for the tax cut bill recently approved, taking it off the table to fund transportation projects. Another idea has been to create an alternative method of collecting a user fee based on vehicle-miles-traveled (VMT). This idea has promise and

states, including California, are experimenting with the idea through pilot programs. However, a lack of data and support create challenges to efficiently implementing a new user fee system to fund federal highway and transit investment. H.R. 1458, the RAISE IT Act, offers a thoughtful solution to shore up the Highway Trust Fund in a way that is predictable for transit agencies and has a track record of efficiently delivery transportation investment.

H.R. 1458 would increase federal gasoline and diesel taxes incrementally over the next three years by about 15 cents and would also index both fuels to increase with inflation. Additionally, the bill incrementally increases the allocation of fuel taxes distributed into the Mass Transit Account of the Highway Trust Fund by 3 cents. Lastly, H.R. 1458 expresses that the nation should move away from the gasoline user fee model and implement a more sustainable solution to fund transportation by 2027.

DETERMINATION OF SAFETY IMPACT

Staff has reviewed this proposal and has determined that the legislation will not have an impact on safety.

FINANCIAL IMPACT

Staff has determined this bill will positively impact our agency. It has the potential to restore the solvency of the Highway Trust Fund. Solvency of the Highway Trust Fund would provide a dedicated and reliable source of federal funding for highway and transit projects for the coming years.

ALTERNATIVES CONSIDERED

Staff has considered a number of alternatives with respect to fully address the solvency issues facing the Highway Trust Fund, and at this time, believes that H.R. 1458 offers the best path forward.

NEXT STEPS

Should the Board decide to support H.R.1458, staff will prepare a support letter for the bill and work with U.S. Representative Earl Blumenauer and Congress to support the bill's passage.

**Board Report**

File #: 2018-0052, **File Type:** Contract**Agenda Number:** 32.

**SYSTEM SAFETY, SECURITY AND OPERATIONS COMMITTEE
MARCH 15, 2018****SUBJECT: CONTRACTED BUS SERVICES - NORTH REGION****ACTION: APPROVE CONTRACT MODIFICATION****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute Modification No. 3 to Contract No. OP35903018 with Transdev Services, Inc. (Transdev) for North Region Contract Bus Services, increasing the total not-to-exceed contract value by \$10,250,000 from \$62,245,053 to \$72,495,053.

ISSUE

Metro operates 18 bus lines that are contracted to private transportation companies. The North Region (San Fernando Valley) contractor, Transdev Services, Inc., currently operates six (6) of these bus lines (lines 96, 167, 177, 218, 501, and 603) and a portion of Metro's Dodger Stadium Express service. The maximum contract value has been reached; however, the contract's term will not be reached until August 2, 2018. Without modification to the contract value, there will be a lapse of service.

DISCUSSION

In April 2013, Metro Board of Directors approved the award of North Region contract bus services to Veolia Transportation (currently known as Transdev). That contract is scheduled to expire on August 2, 2018; due to an increase in the number of revenue service hours operated year-over-year during the course of the contract, the total contract value has been expended prior to the end of the contract term. Metro is currently in the request for proposals (RFP) process for a new contract in the North Region of Los Angeles County with an expected award during the month of June 2018.

This contract was awarded based on estimated annual revenue service hours (RSH) in the amount of 134,594 for the operation of five (5) lines for the duration of the five-year contract term. However, RSHs have increased by approximately 15.07% over the course of the contract term along with expanding the scope of the service. During the course of the North Region's contract, RSHs have increased annually to provide continuous service to customers. Due to these increases in scope and additional RSHs operated, a modification is required. The estimated increases have been budgeted in the Fiscal Year 18 Operations budget. Specifically, the increases are a result of the following:

- Dodger Stadium Express (DSE) service has been provided by the contractor from 2013 through the 2017 season. To date, the contractor has operated 12,432 RSH at a cost of \$1,261,821. Additional costs of approximately \$255,000 for 2,500 RSH are projected through the end of the contract term. The total forecasted expenditures are \$1,516,821.
- Line 501 service has been provided by the contractor from 2016 to the present. As of December 2017, the contractor has operated 50,495 RSH at a cost of \$5,125,227. Additional costs of approximately \$1,400,700 for 13,800 RSH are projected through the end of the contract term. The total forecasted expenditures for Line 501 are \$6,525,927.
- Service adjustments related to bus bridges and additional support over the course of the contract have resulted in an increase of 21,843 RSH at a cost of \$2,207,251.

Metro, in cooperation with the Los Angeles Department of Transportation (LADOT), the Southern California Regional Rail Authority (Metrolink), and the Los Angeles Dodgers, has provided bus service between Union Station and Dodger Stadium since 2010. DSE service is used to mitigate the total gridlock situation encountered by attendees travelling to Dodgers stadium via Sunset Blvd. The Contractor performs a large portion of this service which has substantially grown over the course of the contract term. Since 2010, ridership on this service has grown 128% from 122,273 patrons to 278,623 patrons. Additionally, the 2016 National League Championship Series and the 2017 World Series increased service requirements. As this service operates on a load-and-go basis, additional trips and therefore RSHs, are needed each season as ridership has gradually increased.

In March 2016, year three (3) of the current contract, Metro developed and began the operation of a pilot bus service to operate from the Metro Gold Line in Pasadena to the North Hollywood Red/Orange Line Station. This service, named Line 501, provides transit service designed to mitigate some of the impact to travel in the region caused by the Interstate 5 construction project, as well as connecting residents of the San Gabriel Valley to Metro's Red and Orange Lines. Subsequent to the pilot program implementation public hearings were held, Title VI and Environmental reports were completed and the decision was made in April 2016 to continue the [pilot bus](#) service.

Staff is recommending approval of this Board action to provide sufficient contract funding for Metro's contractor, Transdev Services, Inc., to continue to perform all of the required services through the remainder of their contract term.

DETERMINATION OF SAFETY IMPACT

The continued provision of service by the current contractor, already familiar with the present equipment and service area, will allow for the safest operation of this service.

FINANCIAL IMPACT

The maximum contract value for the North Region Contract is \$62,245,053. The requested increase of \$10,250,000 would increase the not-to-exceed amount to \$72,495,053. The amount of \$10,250,000 will be derived from funds already allocated toward the operation of this service in the FY18 budget under Project 306001 - Operations Transportation, account 50801- Purchased Transportation. The existing FY18 budget of \$18,420,820 is sufficient to execute this Contract Modification as a result of this Board action request.

Impact to Budget

The funds for this Contract Modification will come from various sources including operating eligible sales tax like Proposition A Discretionary, Proposition C Discretionary, TDA, Fares, and advertising that are eligible for use on Bus Operating projects. Use of these funding sources will maximize allowable funding allocations given approved provisions.

ALTERNATIVES CONSIDERED

Staff has also considered bringing the services in-house, to be operated at Metro bus divisions. Metro's Bus Operating Cost is \$164.77 per RSH and the contractor's bus rate is \$101.05 per RSH. Based on this comparison, it would cost Metro significantly more to operate these services in-house. Physical modifications would also be needed at existing divisions to accommodate the additional buses and division staff, and training would be required to operate and maintain the different types of buses currently used to provide contracted bus services.

NEXT STEPS

Upon Board approval, staff will execute Modification No. 3 with Trandev Services, Inc. to continue providing the services agreed upon until the replacement contract begins. Metro staff will return to the Board in June 2018 with a recommendation to award the new contract currently under procurement.

ATTACHMENTS

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

Prepared by: Cathy Rosas, Manager, Transportation Contract Services
Nicole Martinez, Principal Transportation Planner, Transportation Contract Services

Reviewed by: James T. Gallagher, Chief Operations Officer, (213) 418-3108
Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051

PROCUREMENT SUMMARY

CONTRACTED BUS SERVICES – NORTH REGION / OP35903018

1.	Contract Number: OP35903018		
2.	Contractor: Transdev Services, Inc.		
3.	Mod. Work Description: Contract bus services for the North Region		
4.	Contract Work Description: Contracted Transportation Services for North Region of LA County		
5.	The following data is current as of: 2/28/18		
6.	Contract Completion Status		Financial Status
	Contract Awarded:	4/18/13	Contract Award Amount: \$62,245,053
	Notice to Proceed (NTP):	5/3/13	Total of Modifications Approved: \$0.00
	Original Complete Date:	8/2/18	Pending Modifications (including this action): \$10,250,000
	Current Est. Complete Date:	8/2/18	Current Contract Value (with this action): \$72,495,053
7.	Contract Administrator: Antwaun Boykin		Telephone Number: (213) 922-1056
8.	Project Manager: Cathy Rosas		Telephone Number: (213) 922-2875

A. Procurement Background

This Board Action is to approve Modification No. 3 to Contract No. OP35903018 with Transdev Services, Inc. (Transdev) in support of contract bus services for the North Region, in the amount not-to-exceed \$10,250,000 for services through August 2, 2018, bringing the contract total to \$72,495,053.

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

On April 18, 2013, the Board approved a five-year contract to Veolia Transportation (currently known as Transdev) to provide contracted transportation services for the North Region of LA County.

(Refer to Attachment B – Contract Modification/Change Order Log)

B. Cost/Price Analysis

The recommended estimated price has been determined to be fair and reasonable based upon rates that were established as part of the current contract awarded in April 2013. The hourly revenue service rate remains unchanged for the remaining balance of the contract term. The contract was the result of a competitive RFP.

CONTRACT MODIFICATION/CHANGE ORDER LOG

CONTRACTED BUS SERVICES – NORTH REGION / OP35903018

Mod. No.	Description	Status (approved or pending)	Date	\$ Amount
1	Add electronic key	Approved	9/11/13	\$0
2	Company name change from Veolia Transportation to Transdev Services, Inc.	Approved	10/15/14	\$0
3	Increase contract value (not-to-exceed amount)	Pending	3/8/18	\$10,250,000
	Modification Total:			\$10,250,000
	Original Contract:			\$62,245,053
	Total:			\$72,495,053

DEOD SUMMARY

CONTRACTED BUS SERVICE – NORTH REGION / OP35903018

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established a 10% Disadvantaged Business Enterprise (DBE) Anticipated Level of Participation (DALP) goal for this project. Meeting the DALP was neither a condition of award nor an issue of responsiveness. Transdev Services, Inc. (Transdev) formerly Veolia Transportation, made a 1.01% DBE commitment. The project is 97% complete and the current DBE participation is 0.67%, a shortfall of 0.34%.

Transdev confirmed plans to fulfill their contractual obligation to Carl's Electric and Global Maintenance by August 2018. Additionally, in an effort to increase DBE participation, Transdev has proposed to add a DBE subcontractor to perform janitorial services, and another DBE firm to perform equipment repairs. Transdev further confirmed its plans to meet or exceed their 1.01% DBE commitment through the completion of the Contract.

Small Business Commitment	1.01% DBE	Small Business Participation	0.67% DBE
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	DBE Subcontractors	Ethnicity	% Committed	Current Participation¹
1.	AAA Oil, Inc.	Hispanic American	Added	0.21%
2.	Becnel Uniforms, Inc.	Caucasian Female	0.34%	0.31%
3.	Carl's Electric, Inc.	Asian Pacific American	0.23%	0.01%
4.	Global Installation and Maintenance, Inc.	African American	0.04%	0.01%
5.	Patten Energy Enterprises, Inc. (Substituted)	African American	0.40%	0.13%
Total			1.01%	0.67%

¹Current 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

Living Wage and Service Contract Worker Retention Policy Applicability is not applicable to this Modification.

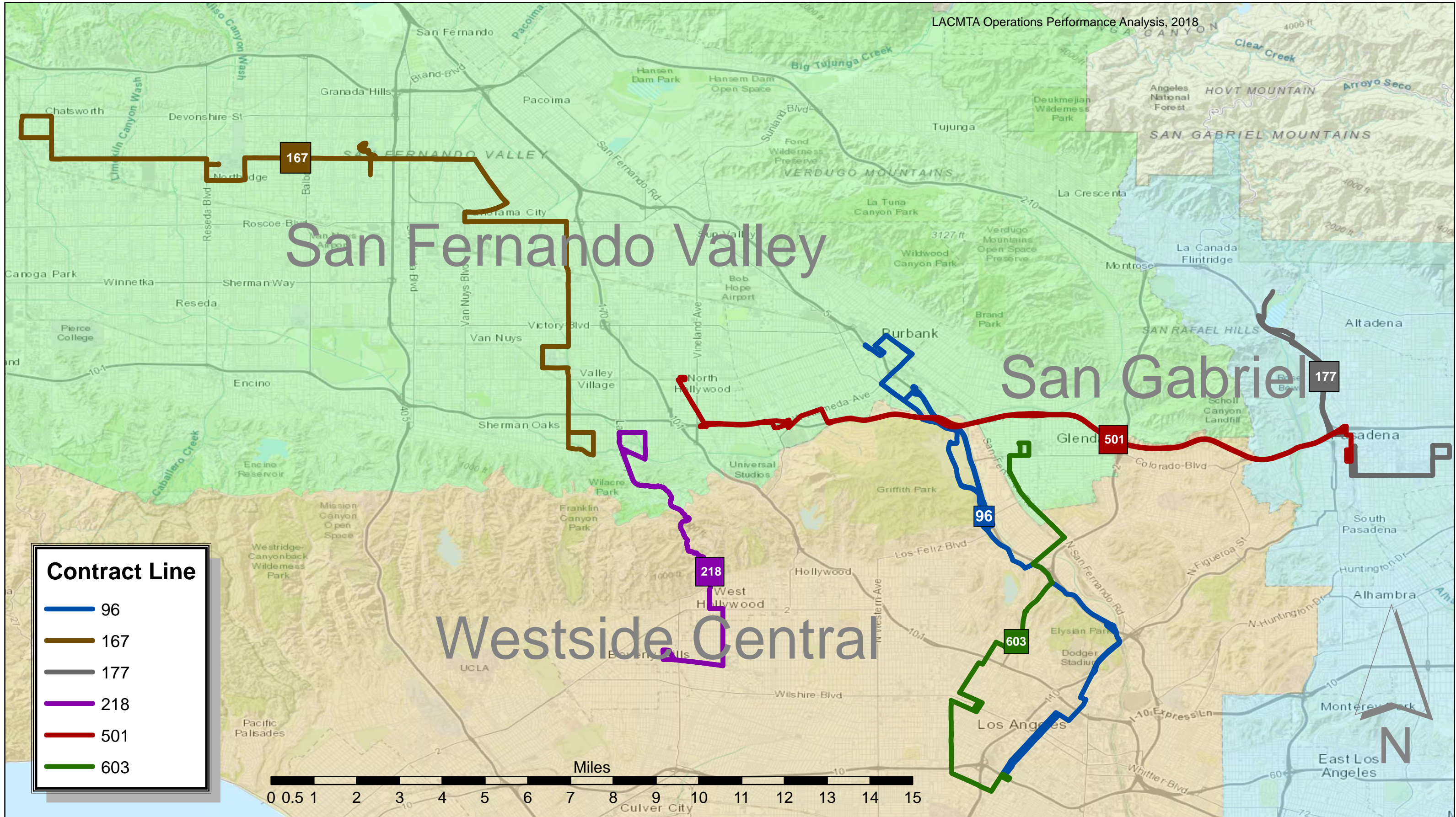
C. Prevailing Wage Applicability

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.

ATTACHMENT D - MAP OF CONTRACT LINES





Board Report

File #: 2017-0888, File Type: Program

Agenda Number: 7.

PLANNING AND PROGRAMMING COMMITTEE MARCH 14, 2018

SUBJECT: OPEN STREETS CYCLE 3

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Metro Open Streets Grant Program Cycle Three Application and Guidelines (Attachment B).

ISSUE

In June 2013 the Board introduced Motion 72 (Attachment A), directing staff to award up to \$2 million annually to support Open Street events. Cycle Three Application and Guidelines (Attachment B) build on the Cycle One and Two framework and support a competitive process. Board authorization of the Open Streets Cycle Three competitive grant program framework and release of competitive application package and guidelines are needed in order to proceed.

DISCUSSION

Open Street events are temporary one-day events that close streets to automotive traffic and open them to people to walk, bike or roll. Cycles One and Two of the Open Streets Grant Program were successful in encouraging participants to ride transit and walk and ride a bike on urban streets, possibly for the first time. In doing so the program fits into Metro objectives by encouraging future mode shift and encouraging civic engagement to foster the development of multi-modal policies and infrastructure at the local level. The Open Streets Grant program provides opportunities for economic development and the improvement of public health, since they get people out onto the street patronizing local businesses, all while exercising and interacting with their community. The Metro Outreach Booth at Open Streets events provides a platform for public input on Metro active transportation corridor projects such as the LA River and Rail to River, including the Countywide Bike Share Program. During the Cycle Three event, the booth will continue to provide a location in the community to promote Metro programs.

Cycle One Implementation

In response to Motion 72 (Attachment A) staff developed a comprehensive framework and competitive grant process to solicit and evaluate applications for Open Street events throughout Los Angeles County. At the September 18, 2013 meeting, the Board awarded \$3.7 million to 12 separate

event applications. Eleven of the 12 events awarded funding in Cycle One were completed totaling nearly 84 miles of streets closed to cars and opened to pedestrians, bicyclists and other non-motorized forms of transportation across 18 separate jurisdictions. The events allowed participants to experience the region in a car-free and or car-light manner and ride transit possibly for the first time.

To support cities in executing Open Street events, staff held a half day workshop that highlighted the objectives of the program; the process for planning, implementation and reimbursement; and showcased examples of previous successful regional events.

Cycle Two Implementation

On March 16, 2016 the Metro Board authorized staff to release the Cycle Two Application and Guidelines. An Amendment by Board Member Hilda Solis was included that asked staff to seek opportunities to work with Councils of Governments and provided additional points to multi-jurisdictional events and events that included disadvantaged communities as determined by CalEnviroScreen. Staff provided outreach to cities across the County and hosted application workshops at Metro Headquarters and LA County Councils of Government offices. In total 19 competitive applications were received. In September 2016 the Board awarded \$4.04 million to 17 Cycle Two events scheduled through December 2018, programmed \$200,000 in supplemental funds to a Cycle One event that was postponed due to natural disaster, and reprogrammed \$100,000 from a cancelled Cycle One event to Cycle Two . Thirteen of the 17 awarded Cycle Two events include disadvantaged communities and 7 are multi-jurisdictional (Attachment C). To date 8 events have been staged totaling over 41 miles. 10 events covering an additional 45 miles of car-free streets are expected to be delivered by December 2018.

Open Streets Evaluation Study

Per Board Motion 72, staff released a Request For Proposals Package (RFP) in the spring of 2016 seeking the professional services of a contractor to conduct an in depth evaluation of the 11 implemented Cycle One events utilizing grantee's post implementation reports, transit TAP data and other sources. Due to inconsistency in the data collected independently by cities during Cycle One, the contractor will also include an appendix of standardized data that the contractor collects at the 17 Cycle Two events. The initial event data shows:

- Systemwide rail boarding increased an average of 8% on the day of events;
- Lines directly adjacent to events saw the largest increase, with Metro Gold Line boarding increasing by 32% during the May 31, 2015 CicLAvia: Pasadena;
- Overall sales of TAP Cards increased an average of 11% systemwide on the day of events indicating introduction of new riders to the system, and;
- Event-day sales for commercial stores along Open Street event routes increased an average of 10% on the day of events.

The final evaluation study will be delivered to Metro upon completion of Cycle Two in December of 2018.

Cycle Three Initiation

The success of the Open Streets Grant Program-funded events to date has been the result of the

strong partnership between Metro; the grantee cities and nonprofits such as CicLAvia, Bikeable Communities, BikeSGV and others. Staff will encourage similar partnerships with the Cycle Three Open Street Grant Program solicitation process.

The proposed Application and Guidelines for Cycle Three are informed by feedback from applicants, grantees and participants of Cycles One and Two, as well as recommendations solicited from the Open Streets Evaluation Study contractor. In response to feedback and in order to ensure that the Cycle Three program continues to serve to increase multi-modal access, advance active transportation at local levels and encourage transit usage, the following modifications have been made to the event data collection methodology and the program's guidelines, application, and rubric:

- Additional detail on routing mistakes to avoid is provided, such as magnitude and lengths of grade to avoid, routes with poor pavement quality, routes that cross railroad tracks or freeway ramps, routes that box in residential areas, and routes that traverse residential areas for extended distances.
- Separate criteria for new and existing applicants have been included. Existing applicants should demonstrate success with previous events and what they have learned, while new applicants should demonstrate that they are ready and have the capacity to produce a successful event.
- Scoring criteria for bike-trains and bike-bus shuttle ridership have been removed as the one-off nature of Open Street events makes them unlikely.
- A standardized data collection template is provided to grantees to ensure a standard universe of event data for Cycle Two and Three.
- Additional scoring criteria have been included that evaluate how applicants will satisfy Metro's data collection requirements (i.e. agency staff, volunteers, consultant, etc.).
- Additional scoring criteria have been included for innovative events that help to ensure Open Street events remain relevant and continue to increase multi-mobility in the region.
- During Cycle Two a maximum funding ceiling was implemented based on population share for large cities and \$149,000 for smaller cities not partnering with other jurisdictions. The funding ceiling amount was based on FHWA procurement process guidelines. Based on feedback from grantees it has been determined that \$149,000 is not a sufficient amount of funds to create a community-scaled open streets event. Because the Program is no longer utilizing federal funds and based on grantee feedback, staff is increasing the funding floor to \$167,000. The increase to \$167,000 is based on the goal of reaching 12 events per year. The increase in funding ceiling does not increase the Open Streets Grant Program annual budget and is consistent with the new Equity Platform Framework in that it increases the amount of Metro funds available to cities that would otherwise not be able to produce an Open Street event in their community due to lack of City funds available.

FINANCIAL IMPACT

There is no impact to the FY 2018 budget. Up to \$2 million annually for Cycle Three will be requested during the FY 2019 and FY 2020 budget process. Staff will work with Regional Programming, Budget and Local Programs and the Office of Financial Services to identify a funding source through FY 2020. As this is a multi-year program it will be the responsibility of the cost center manager and the

Chief Planning Officer to budget funds in future Cycles.

ALTERNATIVES CONSIDERED

The Board has the option to not approve the Cycle Three initiation. This alternative is not recommended as it is not in line with Board goals to increase awareness of opportunities throughout Los Angeles County for taking public transportation, walking and riding a bicycle.

NEXT STEPS

Upon Board approval, staff will release the application package for the Open Streets program. An easy to fill out web-based application will be utilized and an informational workshop will be held for applicants. It is anticipated that the application will be released in early Spring 2018 with staff returning for Board approval of the Cycle Three Open Street Grant Program in late Summer 2018.

ATTACHMENTS

Attachment A - June 27, 2013 Board Motion #72

Attachment B - Open Streets Cycle Three Application Package & Guidelines

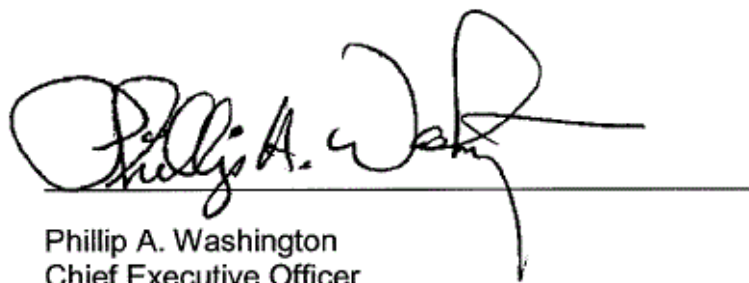
Attachment C - Cycle Two Summary and Funding Recommendation

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Phillip A. Washington
Chief Executive Officer

**MOTION BY
MAYOR ANTONIO R. VILLARAIGOSA,
SUPERVISOR GLORIA MOLINA,
DIRECTOR ARA NAJARIAN, DIRECTOR MEL WILSON**

Planning and Programming Committee
June 19, 2013

Los Angeles County “Open Streets” Program

Across the nation, cities have begun hosting “open streets” events, which seek to close down streets to vehicular traffic so that residents can gather, exercise, and participate in pedestrian, bicycling, skating and other related activities.

These events are modeled after the “*Ciclovias*” started in Bogota, Colombia over thirty years ago in response to congestion and pollution in the city.

In 2010, Los Angeles held its first “open streets” event, called CicLAvia.

After six very successful events, CicLAvia has become a signature event for the Los Angeles region.

With over 100,000 in attendance at each event, CicLAvia continues to successfully bring participants of all demographics out to the streets.

This event offers LA County residents an opportunity to experience active transportation in a safe and more protected environment, and familiarizes them with MTA transit options and destinations along routes that can be accessed without an automobile.

The event also takes thousands of cars off the streets, thereby decreasing carbon emissions.

Bicycling, as a mode share, has increased dramatically within LA County in the last years, boosted largely by the awareness brought about by these “open streets” programs.

Over the past decade, LA County has seen a 90% increase in all bicycle trips.

CONTINUED

In response to this growing demand, many local jurisdictions have begun implementing robust bike infrastructure and operational programs that enhance the safety and convenience of bicycling as a mode of travel.

Seeing the success of CicLAvia in Los Angeles, these jurisdictions have expressed a desire to pursue their own “open streets” events to increase awareness for active transportation and reduced reliance on the private automobile.

MTA should partner alongside a regional “open streets” type program in order to coordinate, assist, and promote transit related options.

These events will become a significant contributor to MTA’s overall strategy to increase mobility and expand multi-modal infrastructure throughout the region.

They will also promote first-mile/last-mile solutions and fulfill the Sustainable Communities Strategy Plan, as proposed by the Southern California Association of Governments.

WE THEREFORE MOVE THAT the MTA Board of Directors direct the CEO to use the following framework in order to create an “open streets” program:

1. Identify an eligible source of funds to allocate annually up to \$2 million to support the planning, coordination, promotion and other related organizational costs.
2. Report back at the September 2013 Board meeting a recommended competitive process and program, working with the County Council of Governments and other interested cities, to implement and fund a series of regional “open streets” events throughout Los Angeles County.
3. Develop a technical process to collect data and evaluate the cost and benefits (e.g. transit use increases, reduction of air emissions, etc.) of these events.

###


Metro

 Los Angeles County
 Metropolitan Transportation Authority

 One Gateway Plaza
 Los Angeles, CA 90012-2952

 213.922.2000 Tel
 metro.net

Open Streets Cycle Three Application Package & Guidelines

All fields are required for application submission unless noted.

Program Guidelines

Program Objectives

Open Streets are events which temporarily close the streets to automobiles and open them up to people to re-imagine their streets while walking, biking, rollerblading or pushing a stroller in a car-free environment. The goals of the program are to encourage sustainable modes of transportation (biking, walking and transit), provide an opportunity to take transit for the first time, and provide an opportunity for civic engagement that can foster the development of a city's multi-modal policies.

Eligibility

Applicants must be a city/county/council of government office within Los Angeles County. Funding may be distributed to more than one event per city/jurisdiction until the city/jurisdiction maximum funding allocation is reached. Applicants shall rank applications in order of priority with 1 being the most important, 2 being the second most important, etc.

Funding

There is up to \$4 million available for grants for the Open Streets Grant Cycle Three. Each city/jurisdiction can apply for the greater of a. \$167,000 OR b. population share (see chart). If an event is in multiple cities, jurisdictions may combine population shares and add to the base of \$167,000. Funds will be available starting in January 2019, pending Metro Board approval and events must be staged by December 31, 2020. Funding sources may be federal and cities/jurisdictions will be required to comply with all federal funding procedures and requirements.

See Chart A for maximum eligibility

Scoring

Project will be evaluated on the following criteria on a 100 point score. An event must receive a minimum of 70 points to be eligible for funding.

General Event Information – 10 points

Project Feasibility – 25 points

Proposed partnerships and demonstration of potential for event success*	10
Event readiness (Funds will be required to be expended by December 31, 2020)	4
Agency's existing active transportation programs and policies	4
Community support	4
Matching funds committed	3

* Partners may include but are not limited to COGs, community groups, event producers and non-profits. Previous grantees must demonstrate success with previous events and lessons learned. New applicants must demonstrate that they have the capacity to produce an Open Street event.

Route Setting – 35 points

Route is innovative (Examples include evening events, events that encourage increased retail/stakeholder participation, and events that deviate from previous LA County Open Street events)	5
Event cost per mile and value of connections to destinations along the route	5
Proximity and access to commercial and retail corridors	5
Connections to cultural, architectural, historical and/or important destinations in the community	4
Route includes disadvantaged communities*	4
Route is along or intersects with existing bicycle infrastructure**	3
Activities for pedestrians (dance classes, yoga, concessions, information booths)	3
Topography - The route minimizes hilly terrain***	3
Route length (industry standards recommend a minimum of between 4 and 6 miles in length)	3

*Based on average of 70th percentile CalEnviroScreen Score for census tracts directly adjacent to the proposed route

(<http://oehha.maps.arcgis.com/apps/Viewer/index.html?appid=112d915348834263ab8ecd5c6da67f68>)

**Will the route be on or intersect any existing bicycle infrastructure? Will the route encourage first time riders to modify their travel behavior in the future?

*** As an example see San Francisco's "Wiggle" - http://en.wikipedia.org/wiki/The_Wiggle

Transit and Community Connectivity - 30 points

Route includes multiple cities	10
Ability to attract participants from surrounding and countywide jurisdictions	5
Accessibility to Metro Rail	5
Connections between multiple central business districts or retail corridors	5
Applicant jurisdiction has not had a previous Open Street event in their community	5

Funding Eligibility

Funding may be used for pre-event planning & outreach costs in conjunction with implementing an event. Funding may be used for any operational or capital cost associated with the day-of event excluding activation/routing held off street unless approved in writing by the Open Streets Grant Program Manager. Funding may not be used for alcohol related activities. Funds awarded will not exceed the event cost in the original application and may be less if the key objectives can be achieved at lower costs. Scope and event day changes shall be handled administratively and be approved by Program Manager. Any cost overruns shall be the responsibility of the applicant. Both third party consulting costs and internal staff costs for staff directly providing services with respect to the project will be eligible for funding.

Data Collection and Reporting Requirements

Grantee shall collect data using Metro's selected data collection methodology and survey instrument as provided by the Metro's Open Street Evaluation Study contractor. Data should be provided to Metro in a post implementation report no later than three months after the event is executed. Metro will withhold ten percent (10%) of eligible expenditures per invoice as retainage. Metro will release retainage after Metro has evaluated Grantee's post implementation report and data collection performance according to the criteria specified by Metro and its Evaluation Study contractor. Data collection will include at a minimum but not be limited to: participation counts of pedestrians and cyclists along the route; transportation use data and counts of

individuals exiting Metro Rail Stations with bicycles where applicable; personal anecdotes, and economic impact on local retailers.

General and Administrative Conditions Lapsing Policy

Open Streets Cycle Three events must be staged by December 31, 2020 and funds not expended within this time will lapse. Lapsed funding will go towards the next grant cycle of the Open Streets Program. Applicants who have their funds lapse may reapply for funding in the next cycle however their requests will be prioritized after new applicants and previously successful applicants.

Grant Agreement

Each awarded applicant must execute a grant agreement with Metro. The agreement will include the event scope and a financial plan reflecting the grant amount, event partners and the local match. Funding will be disbursed on a reimbursement basis subject to satisfactory compliance with the original application cost and schedule as demonstrated in a quarterly report supported by a detailed invoice showing the staff and hours billed to the project, any consultant hours, etc. Final scheduled payment will be withheld until the event is staged and approved by Metro and all post implementation requirements have been satisfied.

Audits and Event Scheduling

All grant programs may be audited for conformance to their original application. Metro shall review event schedule and final date of the event to ensure regional and scheduling distribution. At Metro's Program Manager request events may be rescheduled to avoid overlapping events.

Chart A

Los Angeles County Metropolitan Transportation Authority Open Streets Grant Funding Eligibility

Forecasted shares are based on population percentage as of 1/1/14.

Subregion	Jurisdiction	Population 1/1/14 per State Dept of Finance	% of County	Pop Share Funding	Max eligible
	FY17 & FY18			\$4,000,000	
AV	Burbank	105,543	1.051%	\$42,041	\$167,000
AV	Glendale	195,799	1.950%	\$77,994	\$167,000
AV	La Canada Flintridge	20,535	0.204%	\$8,180	\$167,000
Central	Los Angeles	3,904,657	38.884%	\$1,555,362	\$1,555,362
Gateway	Artesia	16,776	0.167%	\$6,682	\$167,000
Gateway	Avalon	3,820	0.038%	\$1,522	\$167,000
Gateway	Bell	35,972	0.358%	\$14,329	\$167,000
Gateway	Bell Gardens	42,667	0.425%	\$16,996	\$167,000
Gateway	Bellflower	77,741	0.774%	\$30,967	\$167,000
Gateway	Cerritos	49,741	0.495%	\$19,814	\$167,000
Gateway	Commerce	13,003	0.129%	\$5,180	\$167,000

Gateway	Compton	98,082	0.977%	\$39,070	\$167,000
Gateway	Cudahy	24,142	0.240%	\$9,617	\$167,000
Gateway	Downey	113,363	1.129%	\$45,156	\$167,000
Gateway	Hawaiian Gardens	14,456	0.144%	\$5,758	\$167,000
Gateway	Huntington Park	59,033	0.588%	\$23,515	\$167,000
Gateway	La Habra Heights	5,420	0.054%	\$2,159	\$167,000
Gateway	La Mirada	49,178	0.490%	\$19,589	\$167,000
Gateway	Lakewood	81,224	0.809%	\$32,354	\$167,000
Gateway	Long Beach	470,292	4.683%	\$187,334	\$187,334
Gateway	Lynwood	70,980	0.707%	\$28,274	\$167,000
Gateway	Maywood	27,758	0.276%	\$11,057	\$167,000
Gateway	Montebello	63,527	0.633%	\$25,305	\$167,000
Gateway	Norwalk	106,630	1.062%	\$42,474	\$167,000
Gateway	Paramount	55,051	0.548%	\$21,929	\$167,000
Gateway	Pico Rivera	63,873	0.636%	\$25,443	\$167,000
Gateway	Santa Fe Springs	17,349	0.173%	\$6,911	\$167,000
Gateway	Signal Hill	11,411	0.114%	\$4,545	\$167,000
Gateway	South Gate	96,057	0.957%	\$38,263	\$167,000
Gateway	Vernon	122	0.001%	\$49	\$167,000
Gateway	Whittier	86,538	0.862%	\$34,471	\$167,000
LV/M	Agoura Hills	20,625	0.205%	\$8,216	\$167,000
LV/M	Calabasas	23,943	0.238%	\$9,537	\$167,000
LV/M	Hidden Hills	1,901	0.019%	\$757	\$167,000
LV/M	Malibu	12,865	0.128%	\$5,125	\$167,000
LV/M	Westlake Village	8,386	0.084%	\$3,340	\$167,000
North	Lancaster	159,878	1.592%	\$63,685	\$167,000
North	Palmdale	155,657	1.550%	\$62,004	\$167,000
North	Santa Clarita	209,130	2.083%	\$83,304	\$167,000
SFV	San Fernando	24,222	0.241%	\$9,648	\$167,000
SGV	Alhambra	84,697	0.843%	\$33,738	\$167,000
SGV	Arcadia	57,500	0.573%	\$22,904	\$167,000
SGV	Azusa	48,385	0.482%	\$19,273	\$167,000
SGV	Baldwin Park	76,715	0.764%	\$30,558	\$167,000
SGV	Bradbury	1,082	0.011%	\$431	\$167,000
SGV	Claremont	35,920	0.358%	\$14,308	\$167,000
SGV	Covina	48,619	0.484%	\$19,367	\$167,000
SGV	Diamond Bar	56,400	0.562%	\$22,466	\$167,000
SGV	Duarte	21,668	0.216%	\$8,631	\$167,000
SGV	El Monte	115,064	1.146%	\$45,834	\$167,000
SGV	Glendora	51,290	0.511%	\$20,431	\$167,000
SGV	Industry	438	0.004%	\$174	\$167,000
SGV	Irwindale	1,466	0.015%	\$584	\$167,000
SGV	La Puente	40,478	0.403%	\$16,124	\$167,000
SGV	La Verne	32,228	0.321%	\$12,838	\$167,000
SGV	Monrovia	37,162	0.370%	\$14,803	\$167,000
SGV	Monterey Park	61,777	0.615%	\$24,608	\$167,000

SGV	Pasadena	140,879	1.403%	\$56,117	\$167,000
SGV	Pomona	151,713	1.511%	\$60,433	\$167,000
SGV	Rosemead	54,762	0.545%	\$21,814	\$167,000
SGV	San Dimas	34,072	0.339%	\$13,572	\$167,000
SGV	San Gabriel	40,313	0.401%	\$16,058	\$167,000
SGV	San Marino	13,341	0.133%	\$5,314	\$167,000
SGV	Sierra Madre	11,094	0.110%	\$4,419	\$167,000
SGV	South El Monte	20,426	0.203%	\$8,136	\$167,000
SGV	South Pasadena	26,011	0.259%	\$10,361	\$167,000
SGV	Temple City	36,134	0.360%	\$14,393	\$167,000
SGV	Walnut	30,112	0.300%	\$11,995	\$167,000
SGV	West Covina	107,828	1.074%	\$42,952	\$167,000
South Bay	Carson	92,636	0.923%	\$36,900	\$167,000
South Bay	El Segundo	16,897	0.168%	\$6,731	\$167,000
South Bay	Gardena	60,082	0.598%	\$23,933	\$167,000
South Bay	Hawthorne	86,644	0.863%	\$34,513	\$167,000
South Bay	Hermosa Beach	19,750	0.197%	\$7,867	\$167,000
South Bay	Inglewood	111,795	1.113%	\$44,532	\$167,000
South Bay	Lawndale	33,228	0.331%	\$13,236	\$167,000
South Bay	Lomita	20,630	0.205%	\$8,218	\$167,000
South Bay	Manhattan Beach	35,619	0.355%	\$14,188	\$167,000
South Bay	Palos Verdes Estates	13,665	0.136%	\$5,443	\$167,000
South Bay	Rancho Palos Verdes	42,358	0.422%	\$16,873	\$167,000
South Bay	Redondo Beach	67,717	0.674%	\$26,974	\$167,000
South Bay	Rolling Hills	1,895	0.019%	\$755	\$167,000
South Bay	Rolling Hills Estates	8,184	0.081%	\$3,260	\$167,000
South Bay	Torrance	147,706	1.471%	\$58,836	\$167,000
Westside	Beverly Hills	34,677	0.345%	\$13,813	\$167,000
Westside	Culver City	39,579	0.394%	\$15,766	\$167,000
Westside	Santa Monica	92,185	0.918%	\$36,721	\$167,000
Westside	West Hollywood	35,072	0.349%	\$13,970	\$167,000
Unincorporated	County unincorporated	1,046,557	10.422%	\$416,880	\$416,800
	TOTAL	10,041,797	100.000%	\$4,000,000	NA

Application

General Information

1. City/Government Agency Name:

2. Project Manager Name:

3. Project Manager Title and Department:

4. Project Manager Phone Number:

5. Project Manager E-mail Address:

6. City Manager Name:

7. City Manager Phone Number:

8. City Manager E-mail Address:

General Open Street Event Information

9. Open Street Event Name

(Example: Sunnyside Sunday Parkways Open Street Event.)

Maximum Allowed: 150 characters.

10. Event Description

(Example: Main Street, Flower Street, Spring Street, 7th Street, 1st Street and Broadway Avenue in downtown Sunnyside will be closed to cars from downtown to Mid-Town to invite people on foot and on bikes to rediscover the streets of their community in a car-free environment. Local retailers and restaurants will be invited to expand their operation in to the street. A health fair, yoga in the street, booths from local community organizations, and an art show will be included in the route.)

Maximum Allowed: 500 characters.

11. Estimated Route Length (in miles):

Maximum Allowed: 4 digits.

12. Estimated Number of Signalized Intersections:

Maximum Allowed: 3 digits

13. Attach a map of the proposed route including a clear demarcation of event bounds by street name. A digital map made in Google maps or ArcGIS is preferred

14. Describe the pavement quality along the route and any considerations that will be made for poor quality pavement.

Maximum Allowed: 150 characters.

15. Does the event route cross any freeway on or off ramps? (Y/N)

If "YES" for Question 15

15A. How many freeway crossings exist along the proposed route and what are their locations? (NOTE: Additional coordination with CalTrans will be required for each freeway ramp crossing at the cost of grantee).

Maximum Allowed: 150 characters

16. Does the event include rail grade crossings? (Y/N)

If "YES" for Question 16

16A. How many grade crossing exist along the proposed route and what are their locations? (NOTE: Additional staff resources will be required for each grade crossing at the cost of grantee).

Maximum Allowed: 150 characters

17. Municipal and private motorized vehicles are prohibited from the route for the entirety of the event. List how your jurisdiction will monitor the route without motorized vehicles, what measures will be taken to ensure that vehicles do not enter the route, and any other safety measures that will be taken.

Maximum Allowed: 300 characters

Project Feasibility

18 Estimated Month & Year of Event (Funds will be available starting in January 2019, pending Metro Board approval. Event must be staged by December 31, 2020)

Maximum Allowed: 6 digits

19. Does your City's General Plan or other planning program support open street events and/or active transportation?

(Examples include: adopted a Complete Streets Policy or Updated Circulation Element to include Complete Streets, adopted a Bike Plan, adopted a Pedestrian Plan, Developing or implementing Bike Share Programs, adopted Climate Action Plans, and Implementation of Parking Management Programs to encourage more efficient use of parking resources)

Maximum Allowed: 500 characters

20. Would your jurisdiction be amenable to reduced scope or route length? (Y/N)

Demonstration of Event Success

21. Does your city plan to partner with any non-profits, event production companies and other community partners to assist in event implementation and planning? (Y/N)

If "YES" for question 21

21a. List your proposed partners and their role in the event planning and implementation:

Maximum Allowed: 600 Characters

If "NO" for question 21

21b. What is your city doing in lieu of partnerships with outside agencies (including non-profits and other community partners) to engage the community and make the event successful? *Maximum Allowed: 800 Characters*

22. Does your city have previous experience organizing open street events or other large public events (such as large city-wide or region-wide events related to transportation, athletics, cultural celebrations and/or events that require street closures)? List and describe.

Maximum Allowed: 800 Characters

If "YES" for question 22

22a. What lessons has your city learned from previous open street (or similar) events that will increase the success of the proposed event? *Maximum Allowed: 800 Characters*

Event Budget

23. What is the total estimated cost of the event?

Maximum Allowed: 10 characters.

24. What is the requested grant amount? *Maximum Allowed: 10 characters*

25. What is the proposed local match amount? (min 20% in-kind required)

Maximum Allowed: 10 characters.

26. What are the estimated outreach costs?

Maximum Allowed: 10 characters.

27. What are the estimated pre-event planning costs?

Maximum Allowed: 10 characters.

28. What are the estimated day of event staging costs (including staffing, rentals, permits, etc.)?

Maximum Allowed: 7 characters.

29. Agencies are required to provide a 20% match: Will you provide an in-kind or a local fund match?

1. In-kind
2. Local Fund Match

30. What is the event cost per mile (Answer to #23 / Answer #11)?

31. Attach completed Financial Plan and event Scope of Work templates provided at <https://www.metro.net/projects/active-transportation/metro-open-streets-grant-program/>

Route Setting

32. Will the route connect multiple cities? Y/N List partner cities.

If "YES" to question 32

32a. How will your city insure connectivity throughout the route, coordination between multiple agencies and a sense of one contiguous event?

Maximum Allowed: 1000 characters.

33. Will the route be along or connect to commercial corridors? Y/N Explain.

Maximum Allowed: 1000 characters.

34. Will the route be along any residential corridors? (Y/N)

Maximum Allowed: 1000 characters

If “YES” to question 34

34a. How will your city ensure connectivity throughout the route, a sense of one contiguous event through residential areas, and that participants do not feel isolated from the more active commercial areas of the event?

Maximum Allowed: 1000 characters.

35. Will the route be along any industrial or institutional corridors (such as large medical centers, universities, or fairgrounds)? (Y/N)

Maximum Allowed: 1000 characters

If “YES” to question 35

35a. How will your city insure connectivity throughout the route, a sense of one contiguous event through industrial/institutional areas, and that participants do not feel isolated from the more active commercial areas of the event?

Maximum Allowed: 1000 characters.

36. Will the route be along or connect to cultural, architectural, recreational and/or historical destinations and events? Y/N Explain.

Maximum Allowed: 1000 characters.

37. List and describe the bicycle and off-street pedestrian infrastructure along or adjacent to the route. *Maximum Allowed: 1000 characters.*

38. What is the elevation change between the highest and lowest points along the proposed route? (Tip: you can use a free website like www.mapmyride.com or google maps to calculate this information).

39. Will the event be innovative? Y/N

If “YES” to question 39

39a. List ways that the event will deviate from previous LA County Open Street events and how it will attract new participants (examples include afternoon or evening events, events that celebrate holidays or other special occasions such as Valentine’s Day and Halloween, events that encourage increased retail/stakeholder participation, etc.).

40. Provide an outline of the general programming elements/ideas/goals that will be represented in activities along the route the day of the event (an example is public health goals will be highlighted by fitness classes such as yoga along the route).

Maximum Allowed: 1000 characters.

41. Use EnviroScreen score to determine the average score of the combined census tracts that are located directly adjacent to the route.

<http://oehha.maps.arcgis.com/apps/Viewer/index.html?appid=112d915348834263ab8ecd5c6da67f68>

Maximum Allowed: 4 digits

Regional Significance

42. Will the event route connect directly to a Metro Rail Station? Y/N List stations.

If “NO” to question 42

42a. How will your city transport people to the event other than by personal automobile? Explain how you will use organized bike trains/feeder rides (groups of people who travel by bike together), bike-bus shuttles (that carry a minimum of 10 bikes each) or other multi-modal options to transport people to the event.

Maximum Allowed: 1000 characters

43. List all other transit stations within ½ mile radius of the proposed event (including Metrolink, Amtrak and Metro) and describe how you will coordinate with the stations transit operators and why they will not be connected to the event route.

Maximum Allowed: 1000 characters

Marketing and Outreach

44. Briefly describe the marketing strategy you will employ to encourage event participation from nearby jurisdictions and throughout the county. *Maximum allowed: 150 characters*

45. What strategies will you employ to encourage increased participation of businesses located along the event route (examples include temporary suspension of sidewalk display permitting, workshops, door-to-door outreach, etc.)? *Maximum allowed 150 characters*

46. Upload a letter of support from the city/county applicant and if applicable each city/non-profit/other partner. (Please include all letters in one PDF).

47. Describe how your city will satisfy Metro’s data collection requirements (i.e. agency staff, volunteers, consultant, etc.) and any additional event data the agency may collect.

48. If your agency plans to submit more than one application, please rank this application in order of priority with 1 being the most important and 2 the second most important, etc.

CYCLE TWO APPLICATIONS

Applicant	Open Street Event	Date	Rail Stations and Regional Bike/Ped Paths	Length in		Disadvantaged	Multi-Jurisdictional	Score	Total Request	Awarded
				Miles	Time Event					
1	West Hollywood	CicLAvia: Meet the Hollywoods	Spring 2018	Sunset/Vermont, Hollywood/Western, Hollywood/Vine, Hollywood/Highland	5.5	X	X	92.3	\$ 298,000.00	\$ 298,000.00
2	Burbank	Burbank on the Boulevard	Spring 2017	North Hollywood Station, Downtown Burbank Station, Chandler Bike Path	3.27	X		89.3	\$ 149,000.00	\$ 149,000.00
3	Culver City	CicLAvia: Culver City to the Beach	Spring 2017	Culver City Station, Ballona Creek Bike Path, North County Bike Path	6.58		X	89.0	\$ 298,000.00	\$ 298,000.00
4	Los Angeles	CicLAvia Heart of LA	Winter 2018	7th/Metro Center, Westlake/MacArthur Park, Pershing Square, Civic Center/Grand Park, Union Station	6		X	87.0	\$ 312,800.00	\$ 312,800.00
5	Baldwin Park	Pride of the Valley Open Streets	Summer 2017	Baldwin Park Station, Duarte/City of Hope Station, San Gabriel River Trail	6.8	X	X	86.8	\$ 206,821.00	\$ 206,821.00
6	Vernon	River to Rail: Vernon & Huntington Park's Open Streets Event	Summer 2017	Slauson Station, Los Angeles River Bike Path	5.17	X	X	86.8	\$ 199,000.00	\$ 199,000.00
7	Los Angeles	CicLAvia Heart of LA	Fall 2017	7th/Metro Center, Westlake/MacArthur Park, Pershing Square, Civic Center/Grand Park, Union Station	6		X	83.8	\$ 312,800.00	\$ 312,800.00
8	Los Angeles	CicLAvia Iconic Wilshire	Winter 2017	7th/Metro Center, Westlake/MacArthur Park, Wilshire/Vermont, and Wilshire/Western	6.3			79.5	\$ 312,800.00	\$ 312,800.00
9	Glendale	CicLAvia: Glendale meets Atwater Village	Spring 2017	Glendale Station, Los Angeles River Bike Trail	3	X	X	78.8	\$ 179,520.00	\$ 179,520.00
10	Santa Monica	Coast Santa Monica's Open Street Event	Summer 2018	Downtown Santa Monica Station. North County Bike Path, Expo Bike Path	2.06			78.7	\$ 149,000.00	\$ 149,000.00
11	Downey	Downey Ride & Stride Open Steets Event	Spring 2017	Lakewood Station	4.96		X	78.0	\$ 125,528.00	\$ 125,528.00
12	San Fernando	Healthy San Fernando Open Street Event	Fall 2017	San Fernando Station, Metrolink Bike path	4	X	X	77.5	\$ 148,800.00	\$ 148,800.00
13	Long Beach	Beach Streets: Anaheim Corridor	Fall 2016	Anaheim Street Blue Line Station, Los Angeles River Bike Trail	4.1		X	77.3	\$ 190,000.00	\$ 190,000.00
14	Whittier	Whittier Walk and Roll Street Festival	Summer 2017	Whittier Greenway Trail	6	X	X	76.8	\$ 119,000.00	\$ 119,000.00
15	Montebello	Cruising Whittier Blvd.	Spring 2018	Maravilla Station, Rio Hondo Bike Path	4.95	X	X	76.0	\$ 149,000.00	\$ 149,000.00
16	San Dimas	CicLAvia: Route 66	Spring 2018	Claremont Station, Pomona North Station	5.76	X	X	75.0	\$ 596,000.00	\$ 596,000.00
17	Los Angeles	San Pedro Willmington Open Streets	Summer 2017		4.23		X	74.3	\$ 289,600.00	\$ 289,600.00
18	Artesia	Artesia International Street Fair & Diversity Festival	Fall 2016		0.5	X		68.3	\$ 96,000.00	\$ -
19	Redondo Beach	Artesia-A-Go-Go	Summer 2018		1	X		62.3	\$ 120,000.00	\$ -
Total									\$ 4,251,669.00	\$ 4,035,669.00

CYCLE ONE CANCELED EVENT

Applicant	Open Street Event	Date	Rail Stations and Regional Bike/Ped Paths	Length in Miles	New App	Disadvantaged	Score	Award	Reprgramed to Cycle Two
Carson	Car Free Carson	Spring 2016	Del Amo Station	5	X	X	92	\$ 100,000.00	\$ 100,000.00

CYCLE ONE POSTPONED EVENT

Applicant	Open Street Event	New Date	Rail Stations and Regional Bike/Ped Paths	Length in Miles	New App	Disadvantaged	Score	Original Award	Max needed to execute event
South Pasadena	626 Gloden Streets	Spring 2017	Arcadia, Monrovia, Duarte, Irwindale, Alameda in Azusa, Citrus. San Gabriel River Regional Pedestrian/Bicycle Trail	17+	X	X		393,600	200000

Open Streets Cycle Three



Metro

Recommendation

Authorize the Metro Open Streets Grant Program Cycle Three Application and Guidelines



Metro

Cycle Three Guidelines and Application

- In June 2013 the Board introduced Motion 72 (Attachment A), directing staff to award up to \$2 million annually to support Open Street events.
- Cycle Three guidelines and application
 - Board authorization of the Open Streets Cycle Three competitive grant program, application package and guidelines are requested in order to proceed.
 - Build on the Cycle One and Two framework to support a competitive process.



Cycle One and Two Open Street Implementation

- Board has awarded \$7.74 million to 28 events in 32 jurisdictions
 - 19 of 28 events have been staged totaling over 125 miles
 - 9 events planned through December 2018 for another 44 additional miles
 - Additional points granted to multijurisdictional events and disadvantaged communities
- Initial findings from Cycle One
 - 8% ridership increase systemwide on the day of events
 - 11% increase in new tap card sales on the day of events which indicates new riders experiencing transit
 - 10% increase in day of event sales for retailers along route



Funded Cycle One and Two Events



Updates to Cycle Three Application

- **Max Funding Ceiling**
 - Based on population share for large cities and \$167,000 for smaller cities not partnering with other jurisdictions.
 - To encourage multijurisdictional cooperation and leverage equitable coverage of LA County, supplemental funding is awarded for each additional city on an event application, based on population share
- **Points added for enhanced data collection**
 - Standardized data collection template provided
- **Separate criteria for new and existing applicants**
 - Existing applicants demonstrate success with previous events
 - New applicants demonstrate the capacity to produce a successful event
- **Additional Scoring Criteria to encourage innovative events**

Cycle Three Funding Alternatives

- **Based on the Planning & Programming Committee discussion, Staff has developed three alternatives for the full Board to consider:**
 - (1) Honor Board Motion 72 funding cap of \$2,000,000 annually and maintain \$167,000 funding ceiling for single jurisdictions with the goal of 12 events per year**
 - (2) Honor Board Motion 72 funding cap but increase funding ceiling to \$200,000 with the goal of average 10 events per year**
 - (3) Increase the annual funding cap above \$2,000,000
(Budget modification required)**

Open Streets Grant Program Moving Forward

- An evaluation of the Open Streets Grant Program is ongoing
- Cycle One evaluation is anticipated to complete in Summer 2018
- Cycle Two evaluation will be completed in early 2019 after completion of all awarded events
- Staff will provide evaluation results and recommendations regarding future Open Street Grants in Spring 2019



Cycle Three Next Steps

- **Pending Board Approval:**
 - Release online application in late March 2018
 - Hold an informational workshop
 - Outreach to COGs, the Metro TAC and TAC subcommittees
 - Return to Board for Cycle Three funding recommendations in September 2018





Board Report

File #: 2018-0047, **File Type:** Oral Report / Presentation

Agenda Number: 14.

**SYSTEM SAFETY, SECURITY AND OPERATIONS COMMITTEE
MARCH 15, 2018**

**SUBJECT: QUARTERLY UPDATE ON METRO'S HOMELESS
OUTREACH EFFORTS**

ACTION: RECEIVE AND FILE

RECOMMENDATION

RECEIVE oral update on Metro's Homeless Outreach Efforts.

DISCUSSION

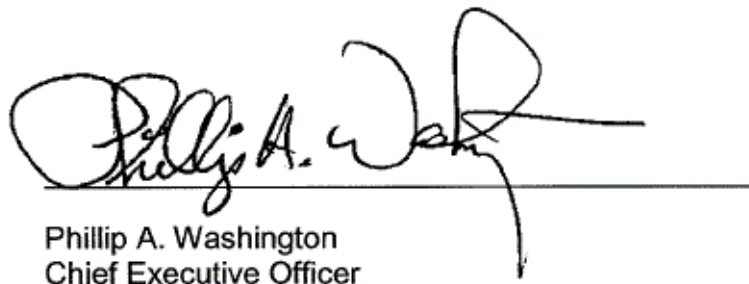
In furtherance of Metro's Transit Homeless Action Plan presented to the Metro Board in February 2017, the Board requested quarterly updates on Metro's Ongoing Homeless Outreach Efforts. The updates provided are consistent with the Board's request.

ATTACHMENTS

Attachment A - Metro Transit Homeless Action Plan

Prepared by: Jennifer Lowe, Manager, Transit Security Special Projects, (213) 922-3646

Reviewed by: Alex Z. Wiggins, Chief, System Security & Law Enforcement Division (213) 922-4433

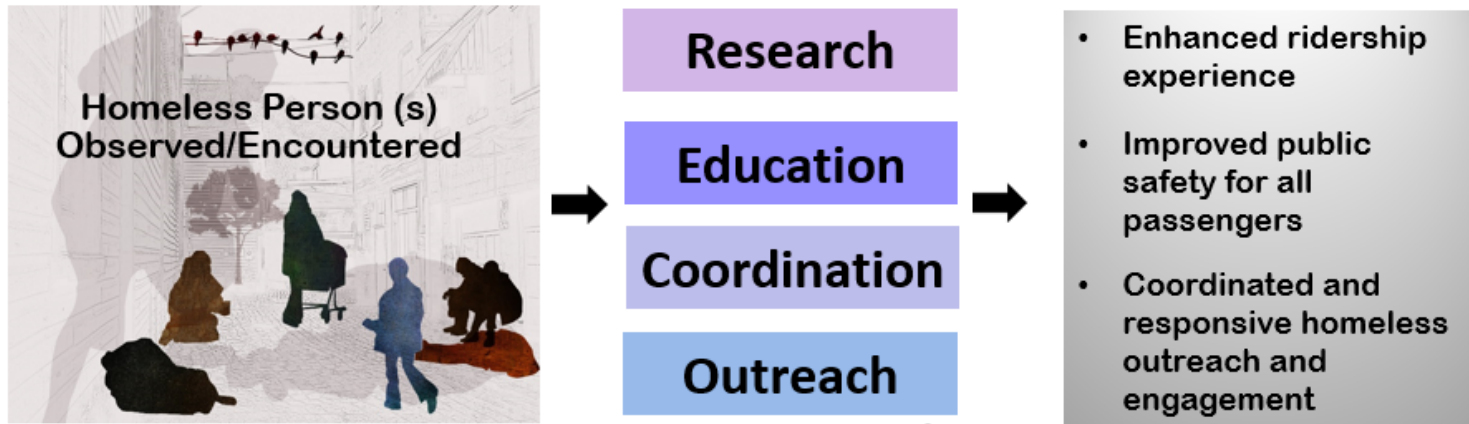


Phillip A. Washington
Chief Executive Officer

Metro Transit Homeless Action Plan

Attachment A

Metro Cares – Transit Homeless Action Plan



I. RESEARCH

- Conduct **demographic surveys** of homeless individuals and families
- Collect and analyze **data from outreach teams**
- Conduct a **cost-benefit analysis** of Metro’s current investment in clearing **homeless encampments** on Metro properties
- Review and analyze data specific to Metro from the Greater Los Angeles **Homeless Count and Metro Customer Surveys**

II. EDUCATION

- Develop materials and information for Metro staff and passengers on **reporting transit homelessness** and **how they should respond or assist**
- Develop curriculum and implement **formalized training** for Metro staff and law enforcement
- Formalize the **“Transit Homelessness”** concept and integrate it into implementation plans

III. COORDINATION

- Work with the LA County, LA City, and Long Beach City to **align and integrate with adopted homeless strategies**
- Participate in **committees and workgroups** related to the homeless system
- Partner and collaborate with partners on **encampment protocols**
- Partner with the County and City of Los Angeles on **critical initiatives** related to homelessness

IV. OUTREACH

- Implement and integrate the **C3 Outreach Teams**
- Develop **uniform outreach** standards
- Implement specialized outreach teams**
- Lead and **coordinate** homeless outreach and law enforcement teams
- Partner with agencies on **homeless connect days**
- Work with Veteran outreach teams
- Align Metro **workforce development** efforts



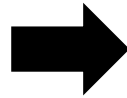
Metro



Research

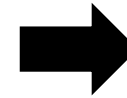
PLAN

- A. Conduct **demographic surveys**
- B. Collect and analyze **data from outreach teams**
- C. Conduct **cost-benefit analysis of homeless encampment removal or other options**
- D. Review and analyze data from **Homeless Count and Metro Customer Survey**



FINDING

- A. Each station/ line has **varying clientele**
- B. 12% of **homeless contacts placed into housing services**
- C. **Identified Civil Rights complexities** in clean-ups
- D. **23% County increase to homelessness** from 2016 to 2017. **Noticed increase by customers.**

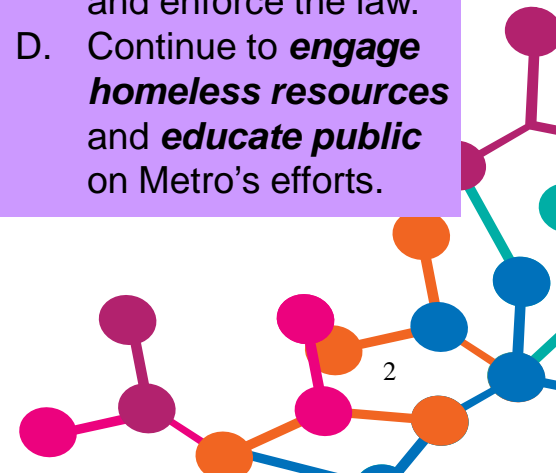


NEXT STEP

- A. Engage a **variety of homeless outreach to meet varying needs.**
- B. Identify ways to provide for **consistency on reporting if possible.**
- C. Obtain **legal opinion** and **build network** for encampments to support civil liberties and enforce the law.
- D. Continue to **engage homeless resources** and **educate public** on Metro's efforts.



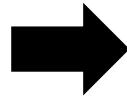
Metro



Education

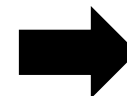
PLAN

- A. Develop materials and information on **reporting transit homelessness** and **how they should respond or assist.**
- B. Develop **formalized training** for Metro staff and law enforcement
- C. Formalize **“Transit Homelessness”** concept



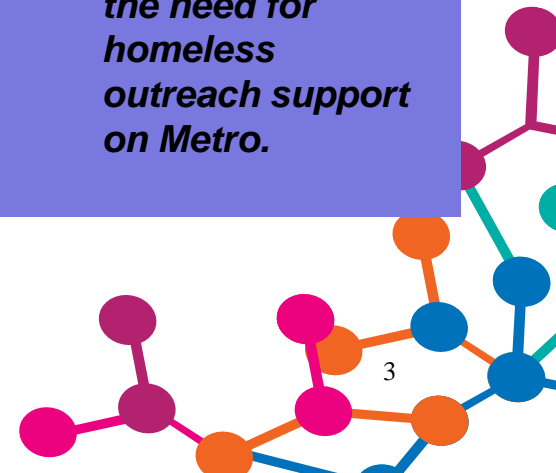
FINDING

- A. Absence for network reporting, use **211 and winter shelter hotline.**
- B. Absence of full network created, requested to report through **Law Enforcement Service Request Forms (LESR)-HOPE & MET Teams**
- C. Many **unaware** in provider network such **extensive homeless presence on transit and transit properties.**



NEXT STEP

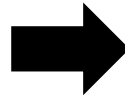
- A. Once solidified **share information with Metro staff and riders.**
- B. Train officers and staff to **use identified new resources**
- C. Continue to attend meetings within the homeless outreach network, **advocate for resources and the need for homeless outreach support on Metro.**



Coordination

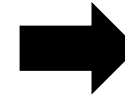
PLAN

- A. Work with the County and City of Los Angeles to **align homeless strategies.**
- B. Participate in **committees and workgroups** related to the homeless system
- C. Partner and collaborate on **encampment protocols**
- D. Partner with the County and City of Los Angeles and Long Beach for **critical initiatives.**



FINDING

- A. No resources under **Measure H or HHH for Metro-** until advocacy (40 outreach workers)
- B. Personnel sits on **Regional Homeless Advisory Council** and attends **Measure H** planning meetings.
- C. LA City and LA County had **different encampment protocols** based on history
- D. Series of **resources not geared to Metro** but can shape.



NEXT STEP

- A. Work with LA County CEO to **deploy 40 outreach workers** effectively
- B. Continue to **advocate** at decision making bodies for Metro consideration.
- C. Adopt **stricter encampment protocol to guard against litigation** while maintaining minimum legal standards.
- D. Advocate, obtain and distribute resources.



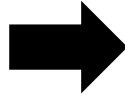
Metro



Outreach

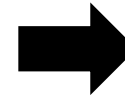
PLAN

- A. Implement **C3 Outreach Teams**
- B. Develop **uniform outreach standards**
- C. Implement **specialized outreach teams**
- D. Lead and **coordinate** Metro's homeless outreach
- E. Partner with agencies on **homeless connect days**
- F. Work with Veteran outreach teams
- G. Align Metro **workforce development efforts**



FINDING

- A. High presence one line. 12% placed.
- B. Can not be uniform based on entity or client.
- C. Large price tag, **engage non-profits.**
- D. Coordinate engagement and police departments
- E. Opportunity for **Mobile Customer Service Center**
- F. Partnership Developing for Veterans
- G. Metro's **WIN Program**



NEXT STEP

- A. Work with additional resources- 40 outreach workers, non-profit
- B. Identify **more uniform reporting opportunities**
- C. Identify more non-profit opportunities
- D. Identify **additional areas for information sharing-** outreach and Police were "ok".
- E. Engage **non-profit/faith based on connect days**
- F. Continue to engage
- G. Collaborate on WIN



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Metro's Ongoing Homeless Outreach Efforts

System Security and Operations Committee

Quarterly Report- March 2018

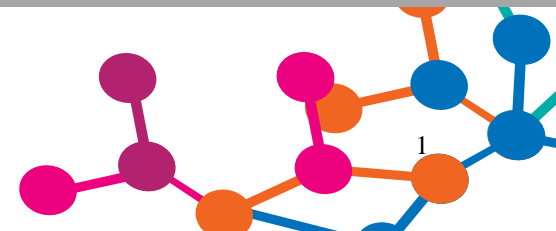


Metro Provides Excellence in Service and Support.

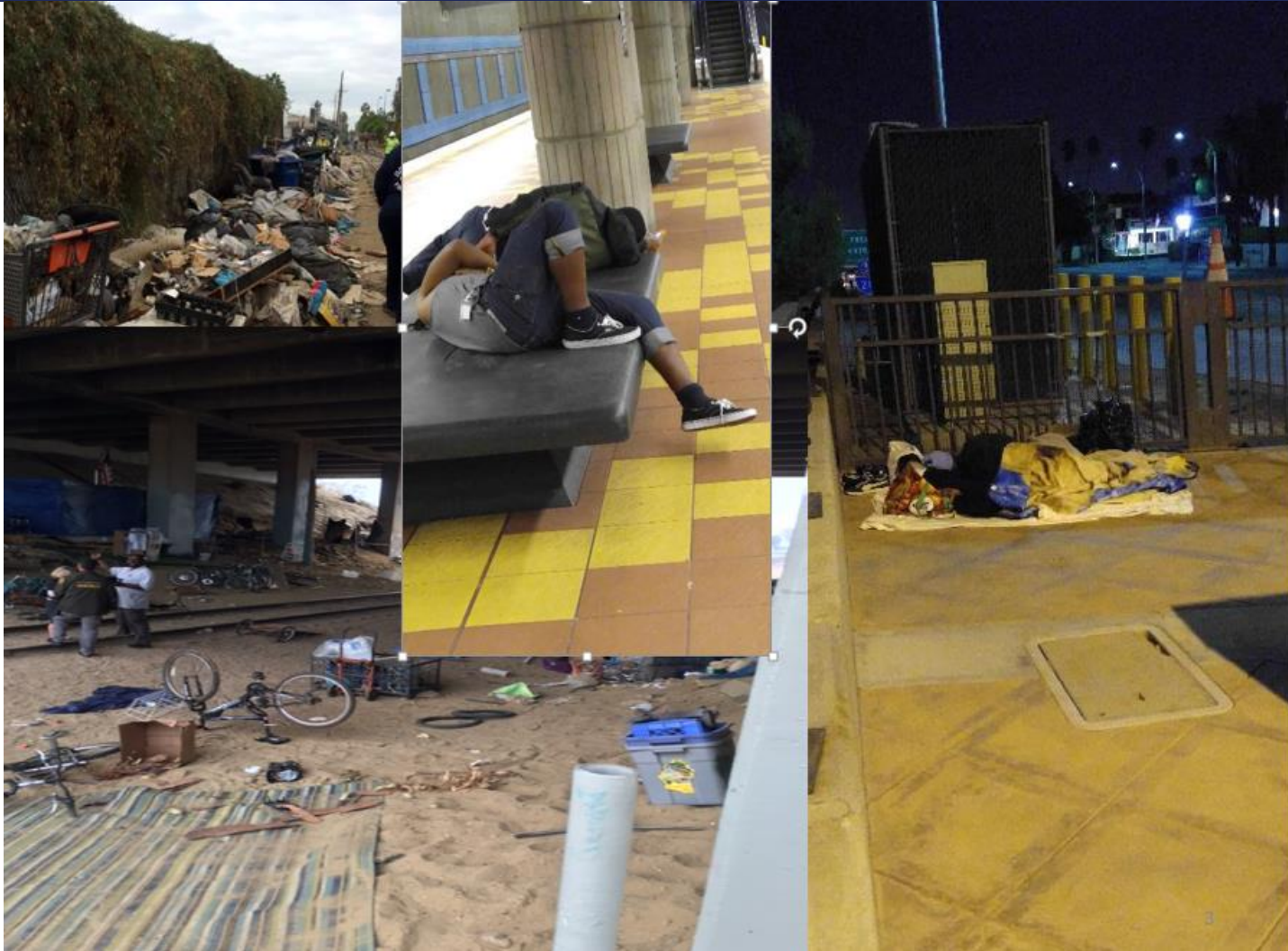
LA County Homeless Snapshot



Data from 2017 LAHSA Homeless Count



Metro Homeless Snapshot



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Metro Homeless Snapshot –By System Outreach

C3 Teams

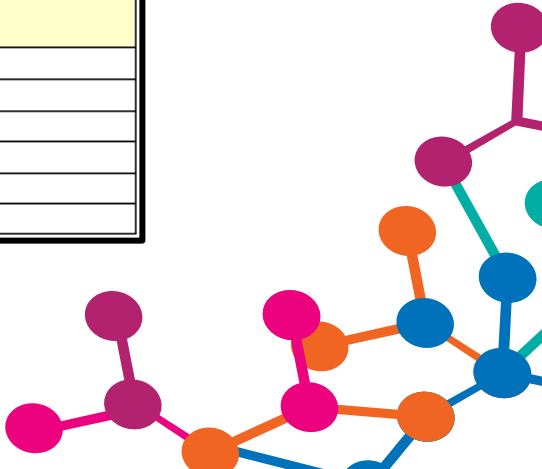
Performance Measure	Monthly Number Served	Fiscal Year to Date Number Served
Contacts with unduplicated individuals	134	2,284
Unduplicated individuals engaged	67	1,539
Unduplicated individuals provided services (obtaining vital documents, follow-up activities, transportation, CES packet, clinical assessment, etc.) or successful referral (supportive services, benefits linkage etc.)	67	821
Unduplicated individuals engaged who are successfully linked to an interim housing resource	34	208
Unduplicated individuals engaged who are linked to a permanent housing resource	24	237
Unduplicated individuals engaged who are permanently housed	2	19

LAPD

ACTION	HOPE	TSD	TOTAL
Contacts	129	92	221
Referrals	48	5	53
5150 Hold	0	6	6
Mental Illness	20	5	25
Substance Abuse	12	1	13
Veterans	4	2	6
Shelter	3	0	3
Motel With Housing Plan	1	0	1
VA Housing	1	0	1
Return To Family	0	0	0
Transitional Long Term Housing	0	0	0
Detox	1	0	1
Rehab	0	0	0

LASD

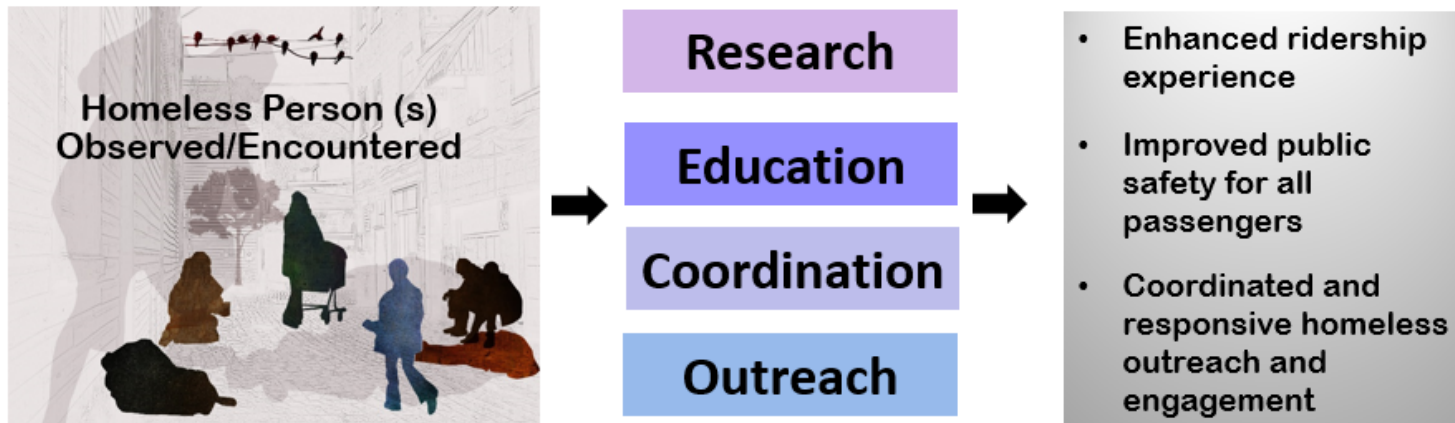
ACTION	FIGURE
Bus Contacts	106
Rail Contacts	240
Department of Mental Health Contacts	00
Total Contacts	346
Transports to Outreach Services	36
5150 Transports	07



Metro Transit Homeless Action Plan

See Attachment A

Metro Cares – Transit Homeless Action Plan



I. RESEARCH

- Conduct **demographic surveys** of homeless individuals and families
- Collect and analyze **data from outreach teams**
- Conduct a **cost-benefit analysis** of Metro's current investment in clearing **homeless encampments** on Metro properties
- Review and analyze data specific to Metro from the Greater Los Angeles **Homeless Count and Metro Customer Surveys**

II. EDUCATION

- Develop materials and information for Metro staff and passengers on **reporting transit homelessness** and **how they should respond or assist**
- Develop curriculum and implement **formalized training** for Metro staff and law enforcement
- Formalize the **"Transit Homelessness"** concept and integrate it into implementation plans

III. COORDINATION

- Work with the LA County, LA City, and Long Beach City to **align and integrate with adopted homeless strategies**
- Participate in **committees and workgroups** related to the homeless system
- Partner and collaborate with partners on **encampment protocols**
- Partner with the County and City of Los Angeles on **critical initiatives** related to homelessness

IV. OUTREACH

- Implement and integrate the **C3 Outreach Teams**
- Develop **uniform outreach** standards
- Implement specialized outreach teams**
- Lead and **coordinate** homeless outreach and law enforcement teams
- Partner with agencies on **homeless connect days**
- Work with Veteran outreach teams
- Align Metro **workforce development** efforts

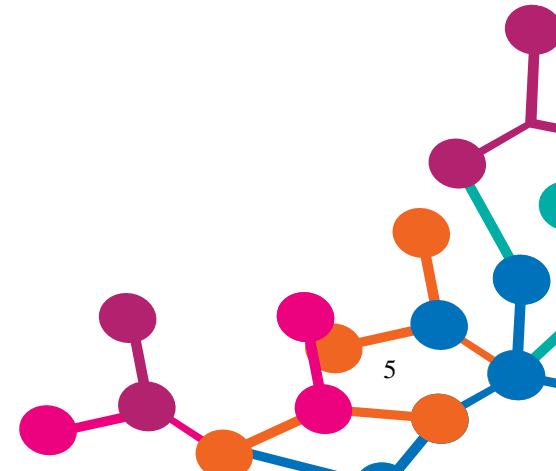


Metro

Action Plan Highlights

Metro's Homeless Presence

- **Finding:** System and properties previously ignored for homeless outreach and resources
 - ✓ Exception: Motion C3 Outreach Program
- **Next Steps:** Have and will continue to advocate for planning and resources
 - ✓ Regional Homeless Advisory Council (Ongoing)
 - ✓ Measure H and HHH Planning- 40 outreach workers (E-6) (March/ April 2018)
 - ✓ Inclusion in LAHSA Count (2019)



Action Plan Highlights

Homeless Outreach

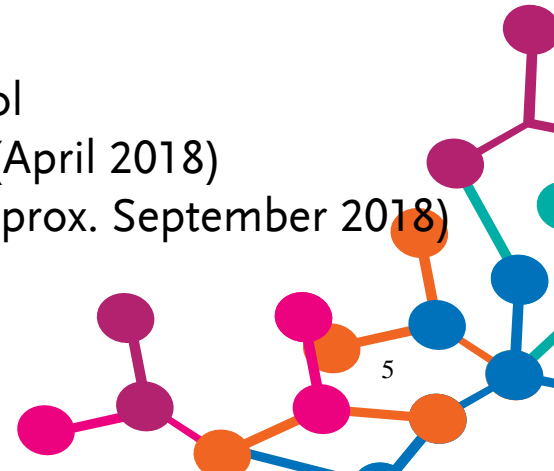
- **Finding:** Extensive need throughout the system with varying homeless demographics. Greater than C3 pilot scope.
- **Next Step:** Work with varying resources for homeless outreach.
 - ✓ C3 Teams, LAHSA, LASD MET and LAPD HOPE Teams (Ongoing)
 - ✓ LA County Department of Mental Health and Long Beach (Ongoing)
 - ✓ Measure H- 40 Outreach Workers (March / April 2018)
 - ✓ Non-for-profit and faith-based community (Ongoing)

Metro Homeless Encampments

- **Finding:** Metro must balance the rights of the homeless and desire to clean up homeless encampments
- **Next Step:** Establish a Metro homeless encampment protocol
 - ✓ Counsel draft legal opinion on Metro legal requirements (April 2018)
 - ✓ Design support network to be consistent with the law (Approx. September 2018)



Metro



**Board Report**

File #: 2018-0088, **File Type:** Oral Report / Presentation**Agenda Number:** 31.

**PLANNING AND PROGRAMMING COMMITTEE
MARCH 14, 2018****SUBJECT: EASTSIDE TRANSIT CORRIDOR PHASE 2 STATUS
UPDATE****ACTION: RECEIVE ORAL UPDATE****RECOMMENDATION**

RECEIVE oral status update on Eastside Transit Corridor Phase 2.

DISCUSSION**Eastside Transit Corridor Phase 2 Project History**

The Eastside Transit Corridor Phase 2 environmental study was initiated in 2007 with the Alternatives Analysis (AA) study in which 47 alternatives were studied. Through technical analysis and community input, the 47 alternatives were narrowed down to four Build alternatives in addition to the No Build and the Transportation Systems Management (TSM). The four Build alternatives were carried into an AA Addendum where additional technical screening was carried out. In 2009, the Board authorized staff to carry forward into the Draft EIS/EIR phase with the No Build, the TSM and two Build alternatives, SR 60 Light Rail Transit (LRT) and Washington Blvd LRT.

The Draft EIS/EIR phase was initiated in 2010. In addition to the No Build and TSM, two Build alternatives, SR 60 and Washington Blvd, were analyzed. To address technical issues, the SR 60 North Side Design Variation (SR 60 NSDV) was added. These alternatives were analyzed in coordination with the Federal Transit Administration (FTA) and the Project's cooperating agencies. The DEIS/DEIR was released for an extended public comment period from August 22, 2014 through October 21, 2014.

In November 2014, the Board received the Eastside Transit Corridor Phase 2 DEIS/DEIR and approved carrying forward two build alternatives - the SR 60 NSDV Alternative and the Washington Boulevard Alternative - into further study. Staff was directed to address comments received from cooperating and public agencies, identify an alternative to the Washington Boulevard Garfield Alternative aerial alignment, and analyze the feasibility of operating both alternatives. At the July 2015 meeting, the Board approved a contract modification to undertake this work including community outreach to support the Technical Study.

At the May 2017 meeting, the Board received the findings of the Technical Study and approved an updated Project Definition to include three (3) Build Alternatives:

- SR 60 North Side Design Variation (NSDV) Alternative,
- Washington Boulevard Alternative with Atlantic Boulevard below-grade option, and
- Combined Alternative defined as full build-out of the SR 60 NSDV and Washington Boulevard alignments.

Current Status

Measure M allocates \$6 billion to the Eastside Transit Corridor Phase 2 Project. Funding for this project, per Measure M's funding schedule, has been programmed in two cycles. Cycle 1 allocates \$3 billion in 2029, with an opening date of 2035 and Cycle 2 allocates \$3 billion in 2053, with an opening date of 2057. One alignment has also been identified as an aspirational project schedule in the Twenty-Eight by '28 project list.

The purpose of the draft environmental process is to identify the potential benefits and impacts of a project and to carry out the technical analysis to form the basis for the selection of a Locally Preferred Alternative (LPA). It is the LPA which is then carried forward for final environmental clearance. To this end, procurement is underway to allow environmental work, that was previously put on hold, to continue.

Staff has developed the scope of services for three separate contracts to undertake the continuing project work: Supplemental/Reinitiated DEIS/DEIR, supporting Advance Conceptual Engineering (ACE) and Outreach services. This work is necessary as the project definition now includes elements that were not analyzed or engineered during the DEIS/DEIR phase. Status of each contract is as follows:

- Supplemental/Reinitiated DEIS/DEIR: Contract Modification to the existing CDM Smith/AECOM Joint Venture Contract under negotiations;
- Advanced Conceptual Engineering: Request for Proposals was released February 27, 2018; and
- Outreach: Request for Proposals will be released to the On-Call Communications Bench this month.

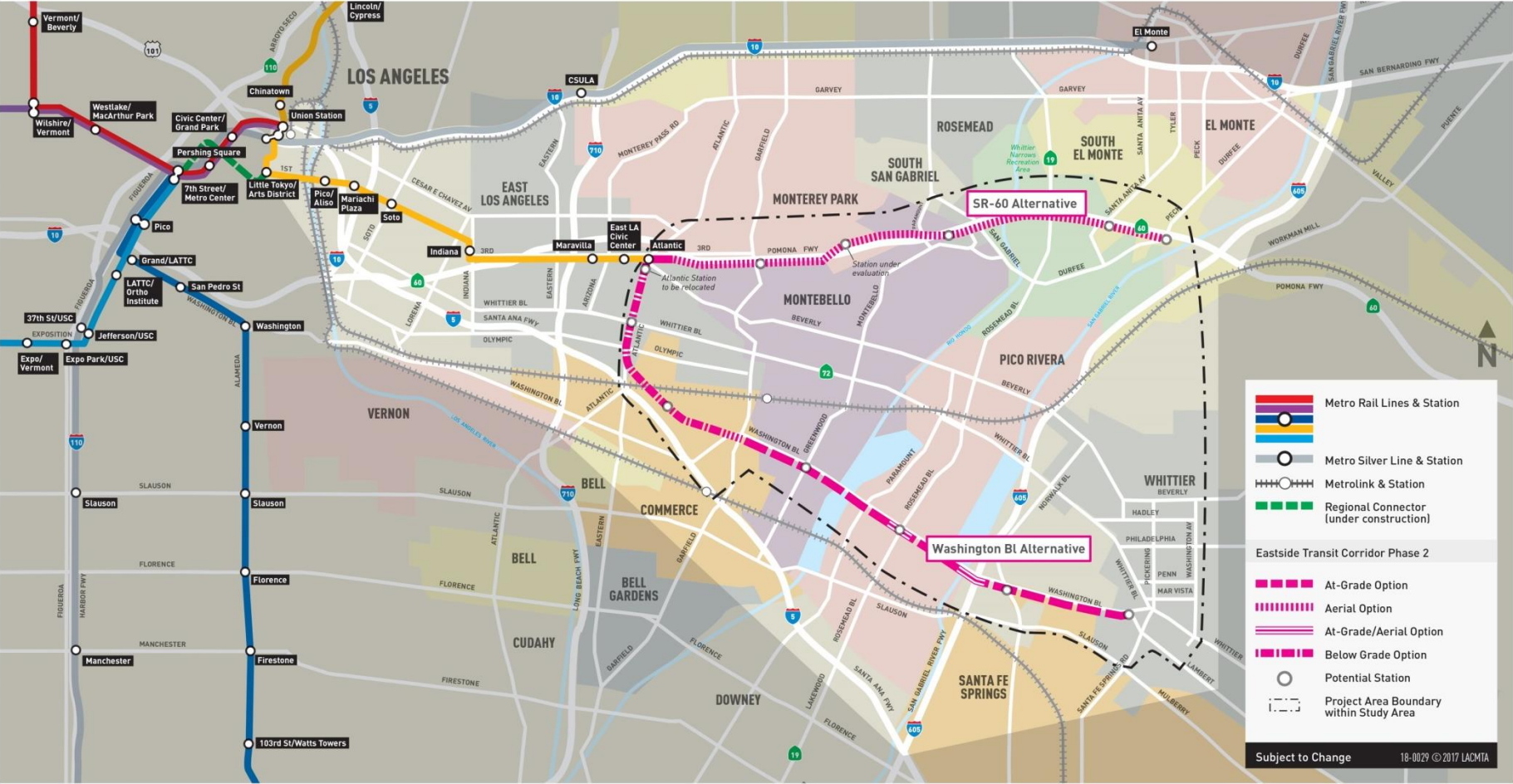
Staff anticipates returning to the Board early summer to award the environmental and ACE contracts.

Attachment A - Project Area Map

Prepared by: Laura Cornejo, DEO, Countywide Planning & Development, (213) 922-2885
Dave Mieger, EO Countywide Planning & Development (213) 922-3040
Manjeet Ranu, Sr. EO Countywide Planning & Development (213) 418-3751

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

Eastside Transit Corridor Phase 2 LRT Build Alternatives



Metro Rail Lines & Station

- Metro Rail Lines & Station
- Metro Silver Line & Station
- Metrolink & Station
- Regional Connector (under construction)

Eastside Transit Corridor Phase 2

- At-Grade Option
- Aerial Option
- At-Grade/Aerial Option
- Below Grade Option
- Potential Station
- Project Area Boundary within Study Area

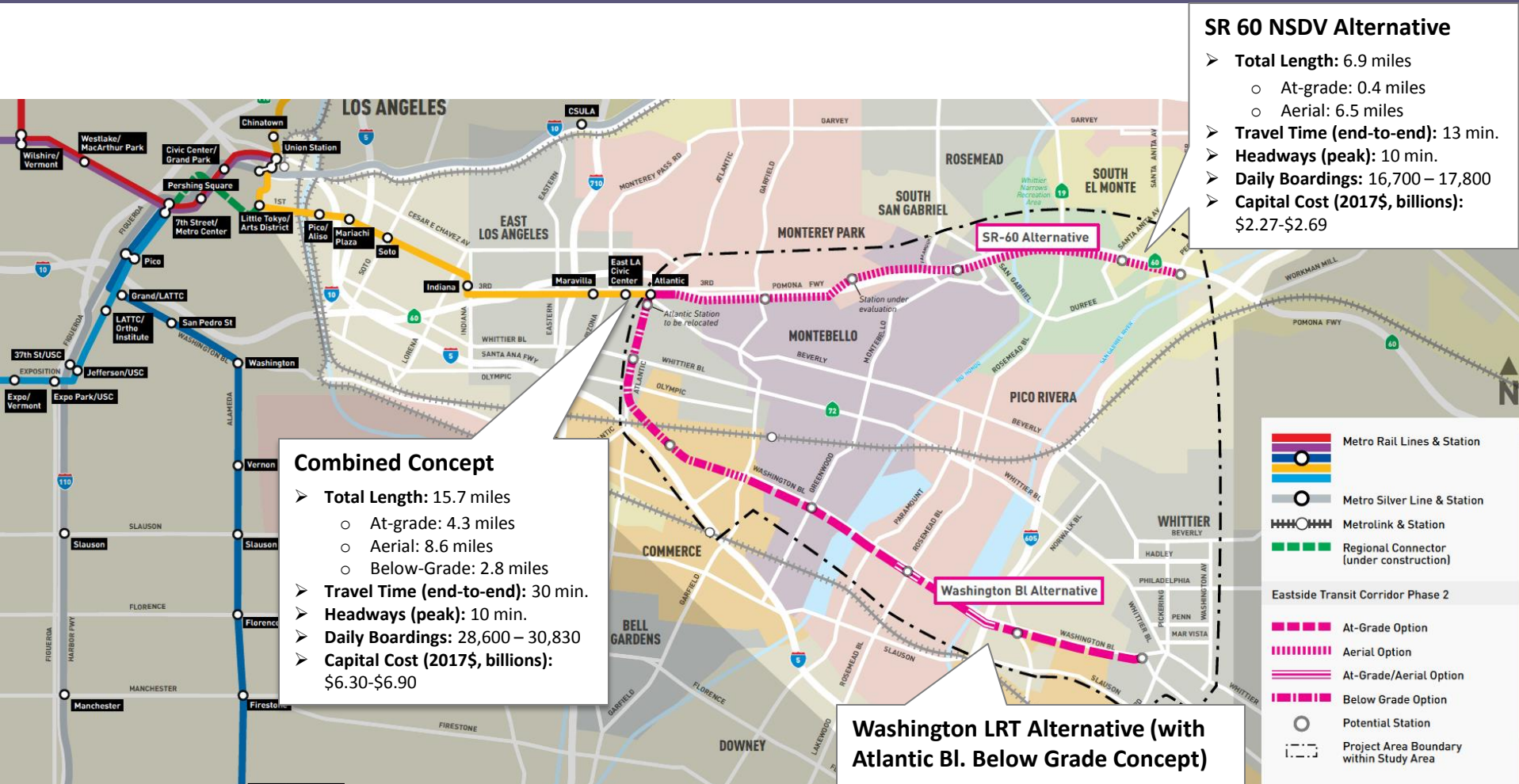
Subject to Change 18-0029 © 2017 LAOMTA

Eastside Transit Corridor Phase 2

March 2018



Project Alternatives



SR 60 NSDV Alternative

- **Total Length:** 6.9 miles
 - At-grade: 0.4 miles
 - Aerial: 6.5 miles
- **Travel Time (end-to-end):** 13 min.
- **Headways (peak):** 10 min.
- **Daily Boardings:** 16,700 – 17,800
- **Capital Cost (2017\$, billions):** \$2.27-\$2.69

Combined Concept

- **Total Length:** 15.7 miles
 - At-grade: 4.3 miles
 - Aerial: 8.6 miles
 - Below-Grade: 2.8 miles
- **Travel Time (end-to-end):** 30 min.
- **Headways (peak):** 10 min.
- **Daily Boardings:** 28,600 – 30,830
- **Capital Cost (2017\$, billions):** \$6.30-\$6.90

Washington LRT Alternative (with Atlantic Bl. Below Grade Concept)

- **Total Length:** 8.8 miles
 - At-grade: 3.9 miles
 - Aerial: 2.1 miles
 - Below-Grade: 2.8 miles
- **Travel Time (end-to-end):** 17-18 min.
- **Headways (peak):** 10 min.
- **Daily Boardings:** 19,610 – 21,070
- **Capital Cost (2017\$, billions):** \$4.24-\$4.40

Legend

- Metro Rail Lines & Station
- Metro Silver Line & Station
- Metrolink & Station
- Regional Connector (under construction)

Eastside Transit Corridor Phase 2

- At-Grade Option
- Aerial Option
- At-Grade/Aerial Option
- Below Grade Option
- Potential Station
- Project Area Boundary within Study Area

Project History

2007

- Initiated Alternatives Analysis

2010

- Initiated DEIS/R phase

2014

- Released the DEIS/R for public comment
- Board action to carry two alternatives forward and conduct additional Technical Study

2017

- Board received findings of Technical Study
- Updated Project Definition to include three build alternatives

Project Funding

- Per Measure M- \$6 billion in two funding cycles
 - \$3b in 2029
 - \$3b in 2053
- Identified as an aspirational project schedule in Twenty-Eight by '28

Current Procurement Status

- Supplemental DEIS/R- Contract Modification to the existing CDM Smith/AECOM Joint Venture Contract under negotiations
- Advanced Conceptual Engineering- Request for Proposals was released February 27, 2018
- Outreach- Request for Proposals will be released to the On-Call Communications Bench this month



Board Report

File #: 2018-0090, **File Type:** Oral Report / Presentation

Agenda Number: 34.

**EXECUTIVE MANAGEMENT COMMITTEE
MARCH 15, 2018**

SUBJECT: SB1 STATUS AND IMPLEMENTATION

ACTION: RECEIVE ORAL REPORT

RECOMMENDATION

RECEIVE oral update on SB1 Status and Implementation.



The Road Repair and
Accountability Act of 2017
SB 1 (Beall & Frazier) / ACA 5 (Frazier &
Newman)

Metro Government Relations



Metro

Executive Committee Update - March 2018

What's SB 1 (Beall & Frazier)?

- Comprehensive, multi-modal investment in California's transportation infrastructure
- New funding for:
 - Highways
 - Local streets & roads
 - Goods movement
 - Bike & pedestrian
 - Bus & rail
- **Biggest infusion of new transit funding since 1971**
- Funds will be protected with Constitutional Amendment





Key Goals of SB 1

- **Make significant new investments in our transportation infrastructure.**
- Establish a long-term transportation reform and funding package.
- Provide funding for road safety improvements, congestion relief, fill potholes and repair local streets, fix highways, bridges and overpasses.
- Provide permanent funding to expand public transit.
- Ensure strong accountability
- Provide consistent constitutionally protected annual funding levels.



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New Transit Funding

- Formula funds for transit operators
- Dedicated funds for intercity & commuter rail operators
- New Solutions for Congested Corridor Program



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Is the new money protected?

- **YES!**
- Proposition 69 protects new revenues from future borrowing or shifting to non-transportation purposes.
- Before voters in June 2018
- 2018 State Legislative Program outlines Metro's



How will the new funding be invested in LA County?



Major highway repairs. Major street and road repair projects in all of the 88 cities of Los Angeles County.



Enhanced bus and rail service; and improve system connectivity; funding to support Metro's Zero Emission Bus Conversion Plan.



Reduce pollution, generate economic benefits, significant job creation.



Funding to allow freight to move faster, safer and with lower air quality impacts through Los Angeles County freight gateway.



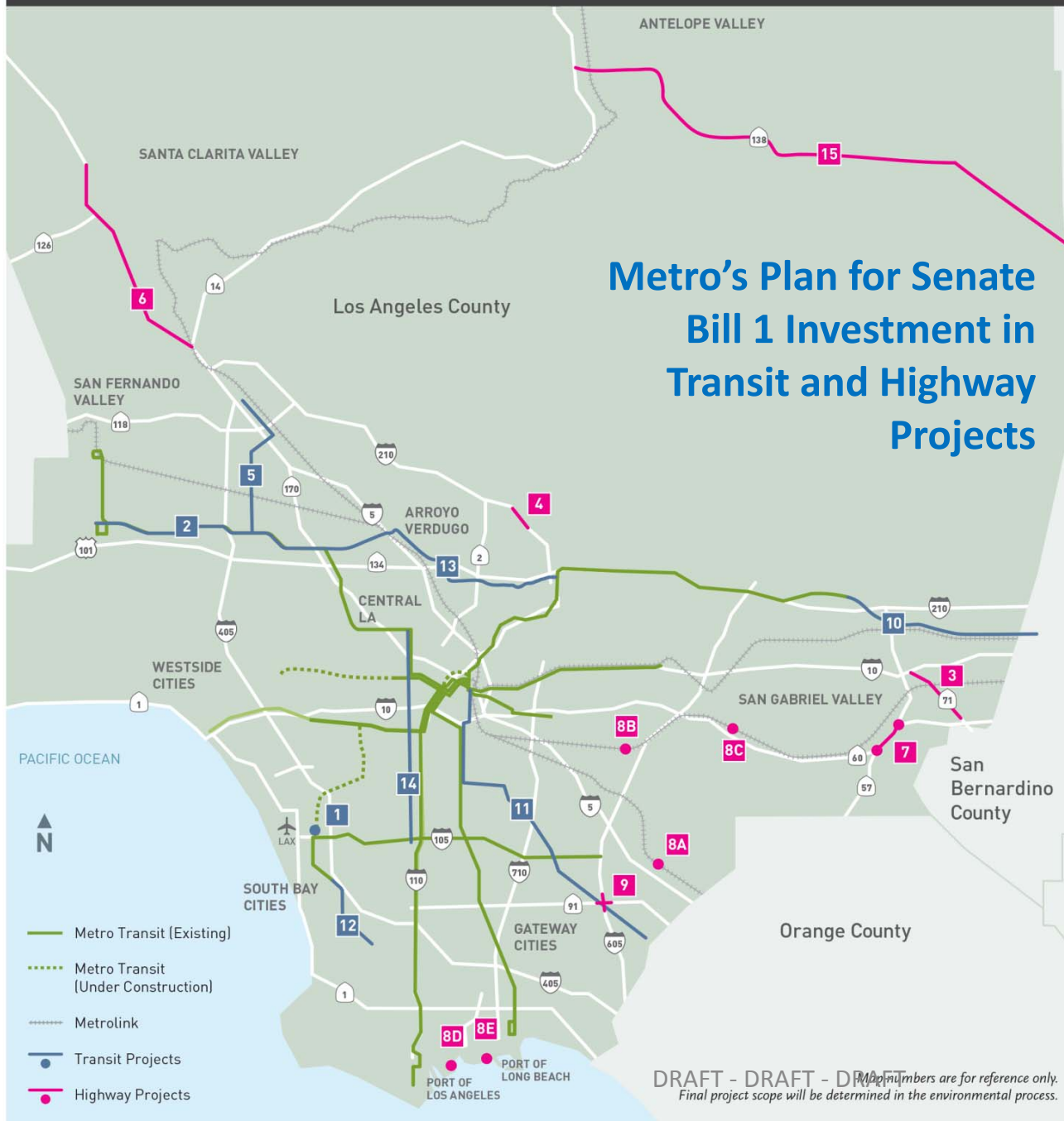
Funding to unclog key highway choke-points and reduce congestion for commuters



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Metro is committed to investing in transportation infrastructure improvements throughout the county.

LOS ANGELES COUNTY HIGHWAY AND TRANSIT PROJECTS



DRAFT - DRAFT - DRAFT
Map numbers are for reference only. Final project scope will be determined in the environmental process.

Local Partnership (LPP)

- 1 Airport Metro Connector 96th Street Transit Station Project*
- 2 Metro Orange Line Bus Rapid Transit Improvements Project*
- 3 State Route 71 Freeway Conversion Project
- 4 La Cañada Flintridge Soundwalls Project

Congested Corridors (SCCP)

- 1 Airport Metro Connector 96th Street Transit Station Project*
- 5 East San Fernando Valley Transit Corridor*
- 2 Metro Orange Line Bus Rapid Transit Improvements Project*
- 6 Interstate 5 Golden State Chokepoint Relief Project*

Trade Corridor Enhancement (TCEP)

- 7 SR-57/60 Confluence: Chokepoint Relief Program*
- 6 Interstate 5 Golden State Chokepoint Relief Project*
- 8 America's Global Freight Gateway: Southern California Rail Project
 - 8A Rosecrans/Marquardt Grade Separation
 - 8B Montebello BI Grade Separation
 - 8C Turnbull Canyon Grade Separation
 - 8D POLA On-Dock Rail Improvements
 - 8E POLB On-Dock Rail Improvements
- 9 Interstate 605/State Route 91 Interchange Improvement: Gateway Cities Freight Crossroads Project
- 3 State Route 71 Freeway Conversion Project

Transit Capital (TIRCP)

- 10 Gold Line Foothill Light Rail Extension to Montclair*
- 5 East San Fernando Valley Transit Corridor*
- 11 West Santa Ana Light Rail Transit Corridor*
- 12 Green Line Light Rail Extension to Torrance*
- 13 Orange/Red Line to Gold Line Bus Rapid Transit Connector - North Hollywood to Pasadena*
- 14 Vermont Transit Corridor*

Other State

- 15 SR-138 Improvements

* 28 by 2028 Project

Tremendous Opportunities

Metro's SB 1 Program:

- Leverage \$7 billion in local and federal investments
- Generates over **30,000** jobs
- Eliminates over 15,680,000 cubic tons of greenhouse gas emissions
- Reduces time stuck in traffic by **decreasing** VMT by over 797,000,000



METRO'S
FUNDING REQUEST
\$2.4 BILLION

Los Angeles County
(and all of the cities in
LA County) will receive
\$118,800,000 EVERY YEAR
to fix local streets
and roads.

Advocacy Efforts

- **Metro's 2018 State Advocacy Program Goal #1 –**
 - Ensure the State Continues to Fully Fund the Major Transportation Programs in the State.
 - **Support and preserve key funding sources under SB 1 and Cap & Trade**
 - Vigorously Oppose any legislation or statewide initiatives that would jeopardize funding or repeal key components of SB 1.



Timeline

March 2018: March Regular CTC Meeting – STIP Recommendations

April 2018: Staff Recommendations for SB 1 Discretionary Grant Programs

- Local Partnership
- Solutions for Congested Corridors
- Trade Corridor Enhancement

May 2018: May Regular CTC Meeting – CTC Considers Recommendations for Discretionary Grant Programs and CalSTA Awards Transit and Intercity Rail Funding





Metro

Board Report

File #: 2018-0121, File Type: Fare / Tariff / Service Change

Agenda Number: 35.

**REGULAR BOARD MEETING
MARCH 22, 2018**

SUBJECT: FREE METRO TRANSIT SERVICE ON EARTH DAY 2018

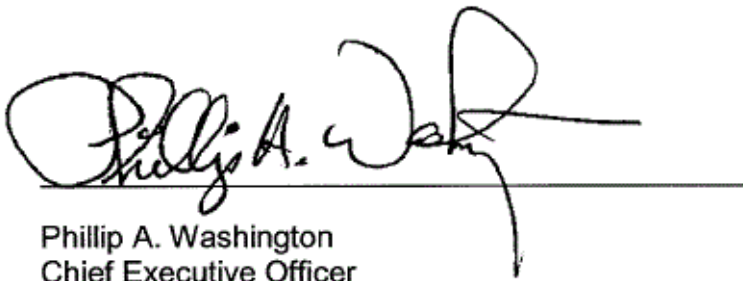
ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

APPROVE free METRO transit service on Earth Day (April 22, 2018).

ATTACHMENTS

Attachment A - Letter from Chair Garcetti



Phillip A. Washington
Chief Executive Officer



ERIC GARCETTI
MAYOR

March 8, 2018

Mr. Phillip A. Washington
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Dear Mr. Washington:

Sunday, April 22 is Earth Day – a day that focuses our attention on advocating for a healthy, sustainable environment for ourselves and our children. Earth Day serves as a reminder that we must take action to clean the air, reduce Green House Gas emissions and combat climate change.

Because of our efforts to drastically cut GHG emissions, in 2017 Los Angeles experienced the lowest ever average number of unhealthy days since data collection began. Thanks to your vision and leadership, MTA is doing more to shuttle riders across Los Angeles County's 4,721 square miles and secure our environmental future. However, Los Angeles remains the city with the worst ozone pollution in the United States.

Although there is more to be done, we are on the right path. Your efforts to convert MTA's bus fleet from CNG to all zero emission vehicles by 2030 may prove to be the most impactful long-term action taken. Still, we must do more to convince Angelenos to save their gas and parking money, and travel stress-free on a transit system that is growing quickly thanks to funding from Measure M and the accelerated building schedule outlined in Twenty-eight by 2028.

For these reasons, I ask that you make all bus and rail service free on Earth Day for riders to explore how MTA can relieve the stress of travel and save money. I look forward to working with you to make this possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Garcetti'.

ERIC GARCETTI
Mayor

Cc: Metro Board of Directors