



Metro

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

Agenda - Final

Thursday, February 22, 2024

10:00 AM

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Board of Directors - Regular Board Meeting

Karen Bass, Chair

Janice Hahn, Vice Chair

Fernando Dutra, 2nd Vice Chair

Kathryn Barger

James Butts

Jacquelyn Dupont-Walker

Lindsey Horvath

Paul Krekorian

Holly J. Mitchell

Ara J. Najarian

Tim Sandoval

Hilda Solis

Katy Yaroslavsky

Gloria Roberts, non-voting member

Stephanie Wiggins, Chief Executive Officer

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

PUBLIC INPUT

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

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

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

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

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

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

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

INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD

Agendas for the Regular MTA Board meetings are prepared by the Board Clerk and are available prior to the meeting in the MTA Records Management Department and on the Internet. Every meeting of the MTA Board of Directors is recorded and is available at <https://www.metro.net> or on CD's and as MP3's for a nominal charge.

DISCLOSURE OF CONTRIBUTIONS

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

ADA REQUIREMENTS

Upon request, 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 working hours) in advance of the scheduled meeting date. Please telephone (213) 364-2837 or (213) 922-4600 between 8 a.m. and 5 p.m., Monday through Friday. Our TDD line is (800) 252-9040.

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

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

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x7 *русский (Russian)*

x8 *Հայերէն (Armenian)*

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

Live Public Comment Instructions:

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

The Board Meeting begins at 10:00 AM Pacific Time on February 22, 2024; you may join the call 5 minutes prior to the start of the meeting.

Dial-in: 202-735-3323 and enter
English Access Code: 5647249#
Spanish Access Code: 7292892#

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

Instrucciones para comentarios publicos en vivo:

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

La Reunion de la Junta comienza a las 10:00 AM, hora del Pacifico, el 22 de Febrero de 2024. Puedes unirte a la llamada 5 minutos antes del comienso de la junta.

Marque: 202-735-3323 y ingrese el codigo
Codigo de acceso en ingles: 5647249#
Codigo de acceso en espanol: 7292892#

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

Written Public Comment Instruction:

Written public comments must be received by 5PM the day before the meeting. Please include the Item # in your comment and your position of "FOR," "AGAINST," "GENERAL COMMENT," or "ITEM NEEDS MORE CONSIDERATION."

Email: BoardClerk@metro.net

Post Office Mail:

Board Administration

One Gateway Plaza

MS: 99-3-1

Los Angeles, CA 90012

CALL TO ORDER

ROLL CALL

1. APPROVE Consent Calendar Items: 2, 6, 13, 15, 17, 18, 19, 20**, 21, and 22.

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

**Item requires 2/3 vote of the Full Board

All Consent Calendar items are listed at the end of the agenda, beginning on page 13.

NON-CONSENT

3. **SUBJECT: REMARKS BY THE CHAIR** [2024-0123](#)

RECOMMENDATION

RECEIVE remarks by the Chair.

4. **SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER** [2024-0124](#)

RECOMMENDATION

RECEIVE report by the Chief Executive Officer.

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

7. **SUBJECT: PROPOSITION A BONDS** [2023-0740](#)

RECOMMENDATION

ADOPT a Resolution (Attachment A) that authorizes the issuance and sale of up to \$230 million in aggregate principal amount of the Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds in one or more series, and taking all other actions necessary in connection with the issuance of the refunding bonds.

(REQUIRES SEPARATE, SIMPLE MAJORITY BOARD VOTE)

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

PLANNING AND PROGRAMMING COMMITTEE FORWARDED THE FOLLOWING WITHOUT RECOMMENDATION DUE TO CONFLICTS:

10. **SUBJECT: UNION STATION PARKING MANAGEMENT SERVICES** [2023-0770](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. AWARD firm fixed price Contract No. PS109969000 to Metro Auto Parks for Union Station Parking Management Services in the amount of \$9,889,702 for a five-year base period, with two, one-year options in the amounts of \$2,295,428 and \$2,426,518, respectively, for a total amount of \$14,611,648, effective April 1, 2024, subject to resolution of any properly submitted protest(s), if any, and;
- B. EXECUTE individual contract modifications within the Board approved contract modification authority.

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

PLANNING AND PROGRAMMING COMMITTEE FORWARDED THE FOLLOWING WITHOUT RECOMMENDATION:

12. **SUBJECT: LOS ANGELES AERIAL RAPID TRANSIT ENVIRONMENTAL IMPACT REPORT** [2023-0743](#)

RECOMMENDATION

CONSIDER:

- A. APPROVING the Los Angeles Aerial Rapid Transit Project (“Project”) with Design Option A pursuant to Public Utilities Code (PUC) section 130252;
- B. CERTIFYING, in accordance with the California Environmental Quality Act (CEQA), the Final Environmental Impact Report (EIR) if the Board concludes that it satisfies the requirements of CEQA and reflects the Board’s independent judgment following CEQA Guidelines section 15090;
- C. ADOPTING, in accordance with CEQA, the:
 - 1. Findings of Fact and Statement of Overriding Considerations setting forth the reasons and benefits of adopting the Final EIR with full knowledge that significant impacts may remain (Attachment A); and

2. Mitigation Monitoring and Reporting Program (Attachment B);

- D. AUTHORIZING the Chief Executive Officer to file a Notice of Determination (Attachment C) with the Los Angeles County Clerk and the State of California Clearinghouse.

Attachments: [Attachment A - Findings of Fact and Statement of Overriding Considerations](#)
[Attachment B - Mitigation Monitoring and Reporting Program](#)
[Attachment C - Notice of Determination](#)
[Attachment D - Map of Proposed Project](#)
[Attachment E - Project Commitments](#)
[Attachment F - Community Access Plan](#)
[Presentation](#)

12.1 SUBJECT: EMPOWERING COMMUNITY THROUGH AN INCLUSIVE COMMUNITY BENEFITS AGREEMENT MOTION

[2024-0132](#)

RECOMMENDATION

APPROVE Motion by Directors Solis, Bass, Dupont-Walker, Horvath, and Sandoval that the Board approve Item 12's staff recommendations (A) through (D) subject to the following conditions of approval, which shall be satisfied before Los Angeles Aerial Rapid Transit (LAART or Project) construction. The conditions of approval are as follows:

- A. Zero Emissions Transit or its affiliates (hereinafter, "ZET") satisfies the following conditions:
1. ZET fully and in perpetuity indemnify, release from liability, and hold harmless Metro and all other relevant public entities, including but not limited to the County of Los Angeles (County), City of Los Angeles (City), California Department of Transportation (Caltrans), and California Department of Parks and Recreation (State Parks), against any and all loss, cost, or damage of any kind arising out of, in full or in part, the negligence or willful misconduct of ZET in the design, planning, permitting, construction, operating, maintenance, dissolution, or other acts done in furtherance of the Project;
 2. ZET establishes a financial arrangement, such as an insurance policy or an escrow fund, ensuring that, in the event that ZET becomes unable to construct or operate the Project or is responsible under Directive A(1) above, there are sufficient funds available to dismantle or operate the Project, as deemed appropriate by the Board and make the indemnified parties whole;

3. ZET commits to establishing a Project Labor Agreement (PLA), Labor Peace Agreement, a robust apprenticeship program and workforce pipeline program similar to Metro's Room to Work program, local small business procurement, and local and targeted hiring commitments commensurate with or greater than those of Metro projects;
4. The Project will not benefit from or compete against Metro, the County, City, or any other local jurisdiction within the County for state, federal, or other public funds to design, build, or operate the Project or otherwise fulfill Community Benefits Agreement requirements without the written consent of the competing jurisdiction, the Project will not seek or benefit from direct appropriations, and the Project will not seek or benefit from a bond issuance from Metro, the County, City, or any other local jurisdiction within the County;
5. ZET adopts and adheres to an advertising display content policy that is consistent with Metro, City, County, Caltrans, and State Park's respective advertisement policy, including any future updates to such policies, and will abide by the pertinent local jurisdiction's digital display and lighting policies for outdoor advertising signs;
6. ZET implements a business interruption fund similar to the ones Metro has implemented (see the East San Fernando Valley Light Rail Project) to compensate local small businesses and community-based organizations impacted by the Project's construction;
7. ZET, in perpetuity, sets aside ten percent (10%) of all LAART marketing opportunities for local Chinatown businesses and community-based organizations and Metro public service announcements and for such marketing opportunities to be offered at cost;
8. ZET, in coordination with and approval from LA Department of Transportation (LADOT), City of Los Angeles Department of Public Works (LADWP), City of Los Angeles Dept of City Planning (DCP), and other relevant jurisdictions, develops and implements a community impact mitigation plan that addresses but is not limited to

the following impacts: residential and other privacy concerns, visual and other impacts to parks and greenspaces, visual impacts to Union Station's historic architectural elements, parking, traffic, pedestrian and active transportation safety concerns (including school access improvements), trash, noise and other forms of pollution, and other Project externalities;

9. Post construction, ZET commits to providing sufficient safety and security personnel and resources for the Project and within 1,000 feet of the Project;
10. ZET reimburses any public safety department for specialty equipment or training that is not needed but for such department's need to address the unique safety response needs and hazards presented by an aerial gondola;
11. ZET offers free and unlimited rides for local Chinatown residents and businesses in perpetuity, at all times of operation, which at minimum, includes those residents and businesses within the area bound by the I-110, US-101, and Los Angeles River;
12. ZET develops a ticketing program that is seamlessly integrated with Metro's TAP and payment program;
13. ZET installs, at Metro's request, bike and micro-mobility hubs at each of the Project's stations that offer zero-emissions electrified docks that service personal devices, private micro-mobility share programs, and Metro Bike Share or any future Metro micro-mobility program similar thereto;
14. ZET only uses renewable energy sources and the purchase of carbon offsets in Los Angeles County, to the extent possible, that ensure the construction and maintenance of the Project are at least carbon-neutral and verified by a qualified third party;
15. ZET implements a tree replacement plan that, at the minimum, replaces trees at a 4:1 replacement ratio and includes a 5-year establishment period;
16. ZET continues monitoring for any future biological impacts from the Project and implements corrective programs, as needed and in

accordance with the opinion of an independent expert;

17. The Project does not benefit from the use of eminent domain, and, in the case of ZET acquiring any form of property rights from a public jurisdiction, ZET shall offer compensation to said jurisdiction for at least the fair market value of such property, including air and real property rights, as determined, if needed, by one or more independent third-party evaluators;
 18. If the Project is non-operational or experiences issues during the 2028 Games, ZET will compensate Metro for any and all transportation costs that the Agency would not have incurred but for LAART's non-operation or issues; and
 19. ZET reimburses Metro for any and all costs incurred by the Agency in support of ZET's efforts to fulfill the conditions of approval outlined in this Motion.
- B. ZET develops and commits to a Community Benefits Agreement (CBA) approved by a two-thirds (2/3rds) vote of a Metro-facilitated Community Advisory Committee (CAC) consisting of (i) a representative of each of the City Council and County Supervisorial Districts representing the area bound by the I-10, US-101, and LA River and a representative from the Mayor of Los Angeles, (ii) two appointed stakeholder from each of the elected offices identified in (i) above, and (iii) a non-voting representative from Metro, Caltrans District 7, and Stake Parks. The CAC shall be dissolved within 12 months of its initial meeting but may be extended at the discretion of the Metro Chief Executive Officer (CEO). The CBA shall be proportionate with the Project's total and final cost and shall not include previous commitments. The CAC shall identify projects and programs in and for the community to be benefited by the CBA and develop an allocation process for the funds, including for allocations to be made after the CAC's dissolution. The CBA shall include, but is not limited to, the following:
1. Care-based solutions that: serve for the most vulnerable, uplift at-risk youth and adults, reduce recidivism, take a proactive care-first approach towards reducing crime, establish skill training and workforce development pipelines to family-sustaining jobs, and build a healthy, vibrant, and affordable community;

2. An anti-displacement fund and implementation plan to support the retention and development of local affordable and senior housing, such as a community land trust, and other social impact projects to improve the quality of life for impacted residents, with a particular focus on historically marginalized and vulnerable populations and considering a reparations program;
 3. An anti-displacement fund and implementation plan to support local small and historically marginalized ethnic businesses, such as a commercial land trust, a business resources center, and projects and programs that address the digital divide;
 4. An ongoing Chinatown revitalization revolving loan fund to offer low and no-interest loans and forgivable loans to local small businesses, entrepreneurs, and street vendors;
 5. A funding and implementation plan to expand and make permanent the Dodger Stadium Express and transition the program to Zero Emissions Vehicles (ZEVs) in advance of the Project and, if needed, during the operation of the Project in the case of the Project's temporary closure or heightened transportation demand for stadium events along the Project corridor. and the addition of multiple, region-wide, park-and-ride locations consistent with the model provided by the Park & Ride Hollywood Bowl shuttle program;
 6. A plan to develop street vending and micro-business opportunities near one or more Project terminuses and connect those enterprises with support resources discussed above;
 7. A funding and implementation plan, which includes community and stakeholder feedback, to create one or more living and stationary memorials to Old Chinatown, Chavez Ravine, and the indigenous peoples who previously occupied the surrounding land; and
- C. ZET conducts any additional studies requested by the City, Caltrans, Metro, and State Parks in review or furtherance of the Project;
- WE FURTHER MOVE** that the Board direct:
- D. Metro, in coordination with ZET, to provide quarterly updates to the Metro Board on the Project's progress and financing.

- E. Metro report back to the Board in 180 days with a preliminary mobility and cost analysis on alternative TSM/TDM mobility improvements, including a Bus Rapid Transit on Sunset Blvd. with a possible event day station near the stadium or system for pedestrian travel on Vin Scully Ave. from Sunset Blvd. to the stadium, Sunset for All, and other mobility projects that could alleviate the traffic caused by major sporting and entertainment events held at Dodger Stadium.

- F. While no such development has been formally proposed, Metro includes an overriding clause in any future lease at or near Union Station with ZET for the benefit of the Project, whereas any possible future development at or near the parking lots surrounding Dodger Stadium that does not dedicate at least equivalent to twenty-five percent (25%) of all the developable space, which excludes outdoor open space, to affordable or supportive housing shall automatically and immediately terminate the lease.

- Attachments:**
- [Attachment A - LAART Project Update Board Report \(File ID 2019-0169\)](#)
 - [Attachment B - Where You Stand - Chinatown 1880 to 1939](#)
 - [Attachment C - El Chavez Ravine](#)
 - [Attachment D - Motion by Solis, Kuehl, Mitchell, Butts, Sandoval, and Garcetti](#)
 - [Attachment E - Response to Director Solis's Motion](#)
 - [Attachment F - BRT Vision and Principles Study](#)

26. SUBJECT: CLOSED SESSION

[2024-0127](#)

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

1. Edgar Cruz v. LACMTA, LASC Case No. 20STCV39995
2. Alan Lloyd v. LACMTA, LASC Case No. 19STCV01579
3. Patricia Villalpando v. LACMTA, LASC Case No. 18STCV09580

B. Conference with Legal Counsel - Anticipated Litigation - G.C. 54956.9(d)(4)

Initiation of Litigation (One case)

C. Conference with Real Estate Negotiator - Government Code 54956.8

Property: 5055 Wilshire Boulevard, Suite 400, Los Angeles, CA
Agency Negotiator: John Black
Negotiating Party: DSG Wilshire, LLC
Under Negotiations: Price and Terms

D. Public Employee Performance Evaluation - Government Code Section 54957(b)(1)

Title: Chief Executive Officer, Board Clerk, General Counsel, Inspector General, Chief Ethics Officer

CONSENT CALENDAR

2. SUBJECT: MINUTES

[2024-0125](#)

RECOMMENDATION

APPROVE Minutes of the Regular Board Meeting held January 25, 2024.

Attachments: [Regular Board Meeting MINUTES - January 25, 2024](#)
[January 2024 RBM Public Comments](#)

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

6. SUBJECT: ORACLE HUMAN CAPITAL MANAGEMENT CLOUD SUITE IMPLEMENTATION

[2024-0015](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to:

- A. AWARD a 36-month firm fixed price Contract No. PS100859000 to Deloitte Consulting, LLP for the acquisition and implementation of the Oracle Human Capital Management Cloud Suite application and software support services, in the amount of \$13,919,723, subject to the resolution of any properly submitted protest(s), if any;
- B. APPROVE Contract Modification Authority specific to Contract No. PS100859000 in the amount of \$2,783,945, or 20% of the total contract value, to cover the cost of any unforeseen services or license fees that may be necessary to complete this project; and
- C. EXECUTE individual contract modifications within the Board-approved contract modification authority.

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

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

13. SUBJECT: COPY CENTER EQUIPMENT AND SERVICES

[2024-0014](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute a five-year, firm-fixed unit rate Contract No. PS110623000 to Canon Solutions America, Inc. to provide copy center equipment and services in a not-to-exceed amount of \$1,917,720, effective March 1, 2024, subject to the resolution of protest(s), if any.

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

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

15. SUBJECT: SOUTHEAST GATEWAY LINE

[2023-0735](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to award a cost-plus fixed fee contract, Contract No. AE107133000, for a period of 5 years, with two, 5-year options, to WSP USA, Inc., for Program Management Support Services (PMSS) for the Slauson/A Line to Pioneer segment of the Southeast Gateway Line Project (formerly referred to as the West Santa Ana Branch Transit Corridor) in an amount not to exceed \$99,999,105, subject to the resolution of any properly submitted protest(s), if any.

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

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

17. SUBJECT: CONSULTANT SUPPORT SERVICES FOR EXPRESSLANES OPERATIONS AND PLANNING

[2023-0619](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

A. AWARD a seven-year firm fixed price Contract No. PS100159000 to HNTB Corporation in the amount of \$23,987,498 for consultant support services for ExpressLanes Operations and Planning, subject to resolution of any properly submitted protest(s) if any, and;

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

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

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

- 18. SUBJECT: PURCHASE OF ELECTRIC VEHICLE (EV) CROSSOVERS [2023-0736](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a firm fixed price contract under IFB No. DR113478 with Elite Auto Network, the lowest responsive and responsible bidder for 21 Toyota bZ4X Electric Vehicles (EV) Crossovers for a total of \$1,305,792.28 inclusive of sales tax, subject to the resolution of any properly submitted protest(s), if any.

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

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

- 19. SUBJECT: FIRE ALARM AND SUPPRESSION SYSTEM PROJECT [2023-0748](#)

RECOMMENDATION

ESTABLISH a Life of Project (LOP) Budget of \$19,000,000 for the Metro B, D, A Lines, and Division 20 Fire Alarm and Suppression System Project.

Attachments: [Attachment A - Project 205116 Expenditure Plan](#)

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

- 20. SUBJECT: P3010 LIGHT RAIL VEHICLE COMPONENT OVERHAUL BATTERY KITS [2023-0758](#)

RECOMMENDATION

CONSIDER:

A. AUTHORIZING the Chief Executive Officer to award a 24-month indefinite quantity/indefinite delivery Contract No MA101202000 to Saft America Inc. for the purchase of 235 P3010 Battery Kits for a not-to-exceed amount of \$3,513,278 subject to the resolution of any properly submitted protest(s), if any; and

B. FINDING that there is only a single source of procurement for the

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 #: 2024-0124, **File Type:** Oral Report / Presentation

Agenda Number: 4.

**REGULAR BOARD MEETING
FEBRUARY 22, 2024**

SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER

RECOMMENDATION

RECEIVE report by the Chief Executive Officer.

Report by the CEO

Item #4



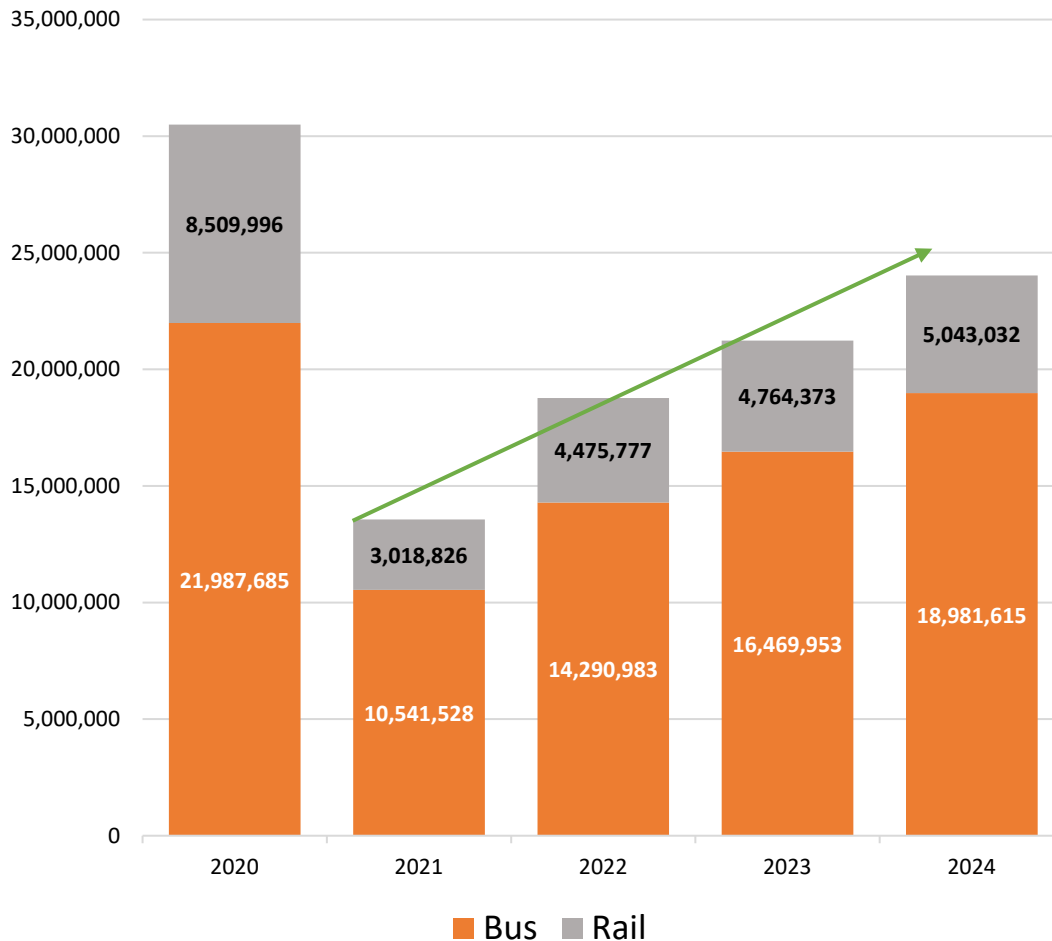
Metro

CHIEF EXECUTIVE OFFICER

February 2024

January 2024 Ridership

January Monthly Ridership



Highlights

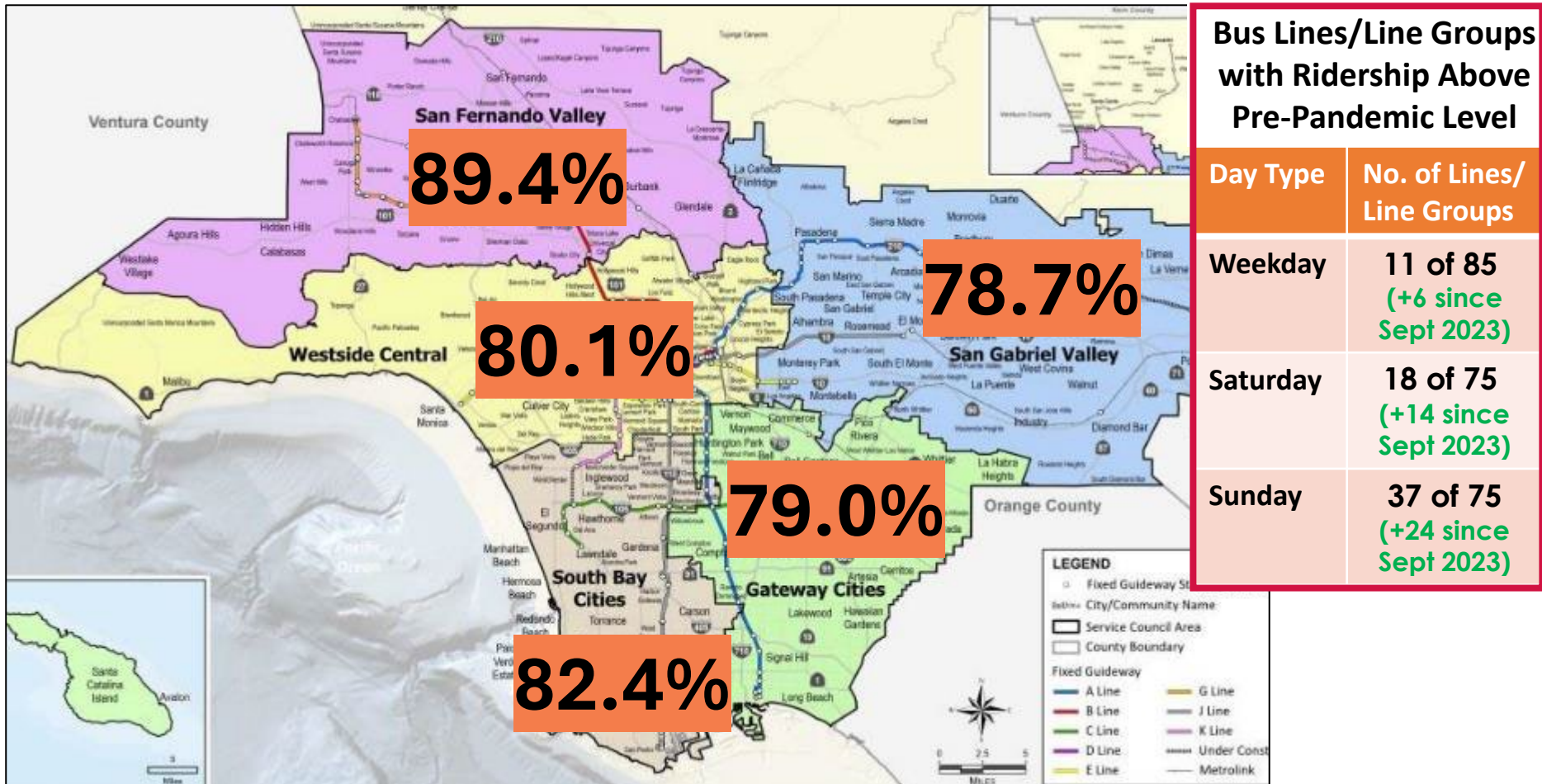
- J Line achieved 107% of its pre-pandemic ridership in January 2024!
- A & E Line ridership up 32% year-over-year*
- Antelope Valley Union High School District joined GoPass

*Ridership on the A & E Lines for the month of January 2024 is 32% higher than ridership on the A Line (Blue), E Line (Expo), and L Line (Gold) was in January 2023 before the opening of the Regional Connector.



CY 2023 Q4 Bus Ridership Recovery Trends

Weekday Bus Ridership by Service Area: CY2023 Q4 vs. CY2019 Q4



Welcome 2024 Metro Youth Council!



White House Roundtable on Clean Bus Manufacturing



Legislative Advocacy



Metro Celebrates Black History Month



Metro Celebrates Lunar New Year



FIFA World Cup 2026™

Every goal scored. Every cheer echoed.
Every heart touched. Metro connects you
to something extraordinary.



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**Board Report**

File #: 2023-0740, **File Type:** Resolution**Agenda Number:** 7.

**FINANCE, BUDGET & AUDIT COMMITTEE
FEBRUARY 14, 2024****SUBJECT: PROPOSITION A BONDS****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

ADOPT a Resolution (Attachment A) that authorizes the issuance and sale of up to \$230 million in aggregate principal amount of the Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds in one or more series, and taking all other actions necessary in connection with the issuance of the refunding bonds.

(REQUIRES SEPARATE, SIMPLE MAJORITY BOARD VOTE)

ISSUE

Metro may lower its debt service costs by refunding, on a current basis, the outstanding Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2014-A, the Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2015-A (the "Refunded Bonds"). In addition, the sale of the Bonds may also refinance outstanding Proposition A Commercial Paper Notes (approximately \$50 million in Tax-Exempt and \$42.50 million in Federally Taxable Commercial Paper Notes), subject to market conditions. Approximately \$99.32 million of the outstanding Refunded Bonds are eligible for refunding. Under current market conditions, the issuance of the Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A (the "Refunding Bonds") could achieve approximately \$10.00 million in net present value savings over the eleven (11) plus year life of the bonds.

BACKGROUND

The Refunded Bonds may be currently refunded in April 2024 as their call date is July 1, 2024. The Debt Policy establishes criteria to evaluate refunding opportunities. The refunding of the Refunded Bonds is estimated to provide net present value savings in excess of the recommended minimum 3% of the refunded per amount set forth in the Debt Policy criteria for evaluating refunding opportunities.

DISCUSSION

The Refunding Bonds will be structured as fixed rate bonds and will be sold using a negotiated sale

method. If market conditions change suddenly, a negotiated sale provides Metro the flexibility to alter the sale date and/or bond structure, as needed. A negotiated sale method also allows Metro to advance its DBE/SBE/DVBE firm participation goals. The underwriters will pre-market the issue to target as many investors as possible, assist with the credit rating process, and advise on market conditions for optimal bond pricing.

Consistent with the Metro Debt Policy, underwriters for this transaction will be selected by a competitive Request for Proposal (“RFP”) process conducted by Public Resources Advisory Group (“PRAG”), Metro’s Transaction Municipal Advisor. Norton Rose Fulbright US LLP and Kutak Rock LLP were selected by Treasury staff and County Counsel to serve as Bond Counsel and Disclosure Counsel, respectively.

DETERMINATION OF SAFETY IMPACT

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

FINANCIAL IMPACT

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

EQUITY PLATFORM

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports the following Metro Strategic Plan Goal:

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

ALTERNATIVES CONSIDERED

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

NEXT STEPS

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

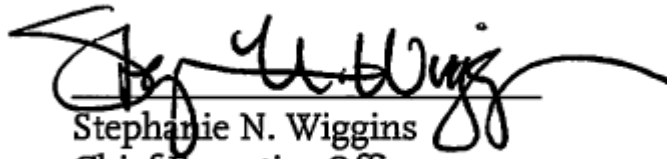
- Negotiate the sale of the Bonds with the underwriters

ATTACHMENTS

Attachment A - Authorizing Resolution

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Stephanie N. Wiggins
Chief Executive Officer

Authorizing Resolution

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

(PROPOSITION A SALES TAX)

WITNESSETH:

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

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

WHEREAS, the Commission, by Ordinance No. 16 adopted August 20, 1980 ("Ordinance No. 16"), imposed a 1/2 of 1% retail transactions and use tax upon retail sales of tangible personal property and upon the storage, use or other consumption of tangible personal property in the County, the proceeds of the tax to be used for public transit purposes (the "Proposition A Tax"), and such tax was approved by the electors of the County on November 4, 1980; and

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

WHEREAS, the LACMTA, on an on-going basis, is planning and engineering a County-wide public transportation system (the "Public Transportation System") to serve the County and on an on-going basis is constructing portions of the Public Transportation System; and

WHEREAS, to facilitate the development and construction of the Public Transportation System, as authorized by the Act, pursuant to the terms of a Trust Agreement, dated as of July 1,

1986, as amended and supplemented (the “Trust Agreement”) between the Commission, as predecessor to the LACMTA, and First Interstate Bank of California, the predecessor trustee to The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), the LACMTA has issued several series of bonds, including its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2012-A (the “Series 2012-A Bonds”), its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2013-A (the “Series 2013-A Bonds”), its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2014-A (the “Series 2014-A Bonds”), its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2015-A (the “Series 2015-A Bonds”), its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2016-A (the “Series 2016-A Bonds”), its Proposition A First Tier Senior Sales Tax Revenue Bonds, Series 2017-A (Green Bonds) (the “Series 2017-A Bonds”), its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2017-B (the “Series 2017-B Bonds”), its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2018-A (the “Series 2018-A Bonds”) and its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2019-A (the “Series 2019-A Bonds” and collectively with the Series 2012-A Bonds, the Series 2013-A Bonds, the Series 2014-A Bonds, the Series 2015-A Bonds, the Series 2016-A Bonds, the Series 2017-A Bonds, the Series 2017-B Bonds and the Series 2018-A Bonds, the “Prior Senior Lien Bonds”); and

WHEREAS, to provide short-term financing for the development and construction of the Public Transportation System, as authorized by the Act, pursuant to the terms of a Subordinate Trust Agreement, dated as of January 1, 1991, as amended and supplemented (the “Subordinate Trust Agreement”), between the Commission, as predecessor to the LACMTA, and U.S. Bank Trust Company, National Association, as successor trustee (the “Subordinate Trustee”), the LACMTA has issued from time to time its Second Subordinate Sales Tax Revenue Commercial Paper Notes, Series A-TE-BANA (the “Tax-Exempt Notes”) and Series A-T-BANA (the “Taxable Notes” and together with the Tax-Exempt Notes, the “Commercial Paper Notes”); and

WHEREAS, the LACMTA now desires to provide for the issuance of one or more series of its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, from time to time and in one or more transactions (collectively, the “Refunding Bonds”) to: (a) current refund all or a portion of the outstanding Series 2014-A Bonds (the Series 2014-A Bonds so refunded shall be collectively referred to herein as the “Refunded Series 2014-A Bonds”), provided that the refunding of the Refunded Series 2014-A Bonds is consistent with the Debt Policy of the LACMTA (the “Debt Policy”) as in effect at the time of pricing of the applicable series of Refunding Bonds; (b) current refund all or a portion of the outstanding Series 2015-A Bonds (the Series 2015-A Bonds so refunded shall be collectively referred to herein as the “Refunded Series 2015-A Bonds”), provided that the refunding of the Refunded Series 2015-A Bonds is consistent with the Debt Policy as in effect at the time of pricing of the applicable series of Refunding Bonds; (c) refinance all or a portion of the outstanding Tax-Exempt Notes (the Tax-Exempt Notes so refinanced shall be collectively referred to herein as the “Refinanced Tax-Exempt Notes”), provided that the refinancing of the Refinanced Tax-Exempt Notes is consistent with the Debt Policy as in effect at the time of pricing of the applicable series of Refunding Bonds; (d) refinance all or a portion of the outstanding Taxable Notes (the Taxable Notes so refinanced shall be collectively referred to herein as the “Refinanced Taxable Notes”), provided that the refinancing of the Refinanced Taxable Notes is consistent with the Debt Policy as in effect at the time of pricing of the applicable series of Refunding Bonds; (e) fund or make provision for one

or more reserve funds or accounts, if necessary, for the Refunding Bonds; and (f) pay certain costs of issuance related thereto (collectively, the “Financing”); and

WHEREAS, the LACMTA desires to sell the Refunding Bonds to the public through a negotiated sale to one or more underwriters selected by a Designated Officer (defined herein) through a competitive process by the LACMTA (the “Underwriters”);

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

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

(a) a Supplemental Trust Agreement (the “Tax-Exempt Supplemental Trust Agreement”), by and between the LACMTA and the Trustee, which will supplement the Trust Agreement for the purposes of providing the terms and conditions of the Refunding Bonds issued to refund the Refunded Series 2014-A Bonds and the Refunded Series 2015-A Bonds and to refinance the Tax-Exempt Notes;

(b) a Supplemental Trust Agreement (the “Taxable Supplemental Trust Agreement” and together with the Tax-Exempt Supplemental Trust Agreement, the “Supplemental Trust Agreements”), by and between the LACMTA and the Trustee, which will supplement the Trust Agreement for the purposes of providing the terms and conditions of the Refunding Bonds issued to refinance the Taxable Notes;

(c) an Escrow Agreement (the “2014-A Escrow Agreement”), among the LACMTA, the Trustee and The Bank of New York Mellon Trust Company, N.A., as escrow agent, which will be executed and delivered in connection with the refunding and defeasance of the Refunded Series 2014-A Bonds;

(d) an Escrow Agreement (the “2015-A Escrow Agreement” and together with the 2014-A Escrow Agreement, the “Escrow Agreements”), among the LACMTA, the Trustee and The Bank of New York Mellon Trust Company, N.A., as escrow agent, which will be executed and delivered in connection with the refunding and defeasance of the Refunded Series 2015-A Bonds;

(e) a Preliminary Official Statement (the “Preliminary Official Statement”), which will provide information about the Refunding Bonds, the LACMTA, the Proposition A Tax and certain other related matters, and will be used, from time to time, in connection with the offer and sale of the Refunding Bonds;

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

(g) a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”), which will be executed by the LACMTA and will be used in order to assist

the underwriters of the Refunding Bonds in complying with Securities and Exchange Commission Rule 15c2-12, and which will provide for the annual and periodic update of certain financial and operating information with respect to the LACMTA and the collection of the Proposition A Tax, among other things, and certain enumerated events; and

WHEREAS, the LACMTA has been advised by its Bond Counsel that such documents are in appropriate form, and the LACMTA hereby acknowledges that said documents will be modified and amended to reflect the various details applicable to the Refunding Bonds, whether the Refunding Bonds are issued in a single issuance or multiple issuances, and that said documents are subject to completion to reflect the results of the sale of the Refunding Bonds; and

WHEREAS, the LACMTA has pledged the Proposition A Tax, less the 25% allocated to local jurisdictions and less the State Board of Equalization's costs of administering the Proposition A Tax (as further defined in the Trust Agreement, the "Pledged Revenues") pursuant to the terms of the Trust Agreement to secure the Prior Senior Lien Bonds and certain other obligations of the LACMTA, and once issued, the Refunding Bonds will be "Bonds" as defined in the Trust Agreement and will be secured by the pledge of the Pledged Revenues under the Trust Agreement; and

WHEREAS, the LACMTA desires to designate the Chief Executive Officer of the LACMTA, the Chief Financial Officer of the LACMTA, the Treasurer of the LACMTA, any Deputy Executive Officer, Finance of the LACMTA, any Assistant Treasurer of the LACMTA (or such other titles as the LACMTA may from time to time assign for such respective positions), and any such officer serving in an acting or interim capacity, and any written designee of any of them as an "Authorized Commission Representative" and an "Authorized Authority Representative" for all purposes under the Trust Agreement and the Supplemental Trust Agreements; and

WHEREAS, Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) ("SB 450") requires that the governing body of a public body obtain from an underwriter, financial advisor or private lender and disclose, prior to authorizing the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds, (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

WHEREAS, the LACMTA is duly authorized and empowered, pursuant to each and every requirement of law, to authorize the Financing and to authorize the execution and delivery of one or more Supplemental Trust Agreements, one or more Escrow Agreements, one or more Purchase Contracts and one or more Continuing Disclosure Certificates, the preparation of one or more Preliminary Official Statements and the preparation, execution and delivery of one or more Official Statements (as hereinafter defined) for the purposes, in the manner and upon the terms provided; and

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

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

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

(a) The issuance of one or more series of its Refunding Bonds under the Trust Agreement to current refund all or a portion of the Series 2014-A Bonds, to current refund all or a portion of the Series 2015-A Bonds, to refinance all or a portion of the Tax-Exempt Notes and to refinance all or a portion of the Taxable Notes (provided that in each case the refunding of the Refunded Series 2014-A Bonds, the refunding of the Refunded Series 2015-A Bonds, the refinancing of the Refinanced Tax-Exempt Notes and the refinancing of the Refinanced Taxable Notes is consistent with the Debt Policy as in effect at the time of pricing of the applicable series of Refunding Bonds), to fund or make provision for one or more reserve funds or accounts, if necessary, for the Refunding Bonds, and to pay certain costs related to the issuance of the Refunding Bonds, is in the public interest.

(b) Under the provisions of Ordinance No. 16, all of the Pledged Taxes are revenues of the LACMTA available for rail, bus and highway transit purposes and are available to be and are, by the terms of the resolutions and the Trust Agreement under which the Prior Senior Lien Bonds were issued, pledged, along with the Pledged Revenues, to secure the Prior Senior Lien Bonds and are pledged to secure the Refunding Bonds, and, by this Resolution, such pledge is reaffirmed.

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

Section 2. Issuance of Refunding Bonds. The Board hereby authorizes the issuance by the LACMTA of one or more series of Refunding Bonds, from time to time and in one or more transactions, for the purposes of (a) current refunding all or a portion of the Series 2014-A Bonds (provided that the refunding of the Refunded Series 2014-A Bonds is consistent with the Debt Policy as in effect at the time of pricing of the applicable series of Refunding Bonds as determined and calculated at the discretion of the Treasurer or any other Designated Officer of the LACMTA, which shall be conclusive for all purposes of this Resolution), (b) current refunding all or a portion of the Series 2015-A Bonds (provided that the refunding of the Refunded Series 2015-A Bonds is consistent with the Debt Policy as in effect at the time of pricing of the applicable series of Refunding Bonds as determined and calculated at the discretion of the Treasurer or any other Designated Officer of the LACMTA, which shall be conclusive for all purposes of this Resolution), (c) refinancing all or a portion of the Tax-Exempt Notes (provided that the refinancing of the Refinanced Tax-Exempt Notes is consistent with the Debt Policy as in effect at the time of pricing of the applicable series of Refunding Bonds as determined and calculated at the discretion of the Treasurer or any other Designated

Officer of the LACMTA, which shall be conclusive for all purposes of this Resolution), (d) refinancing all or a portion of the Taxable Notes (provided that the refinancing of the Refinanced Taxable Notes is consistent with the Debt Policy as in effect at the time of pricing of the applicable series of Refunding Bonds as determined and calculated at the discretion of the Treasurer or any other Designated Officer of the LACMTA, which shall be conclusive for all purposes of this Resolution), (e) funding or making provision for one or more reserve funds or accounts, if necessary, for the Refunding Bonds, and (f) paying certain costs of issuance related to the issuance of the Refunding Bonds. The aggregate principal amount of the Refunding Bonds issued by the LACMTA shall not exceed an amount sufficient (taking into account any original issue discount) to refund all or a portion of the Series 2014-A Bonds, to refund all or a portion of the Series 2015-A Bonds, to refinance all or a portion of the Commercial Paper Notes, to fund or make provision for one or more reserve funds or accounts, if necessary, for the Refunding Bonds, and to pay certain costs related to the issuance of the Refunding Bonds (including, but not limited to, underwriters' discount), and in any event the aggregate principal amount of all Refunding Bonds shall not exceed \$230 million. The True Interest Cost of the Refunding Bonds shall not exceed 6.00%, as such shall be calculated by LACMTA's municipal advisor as of the date of delivery of each series of the Refunding Bonds. The Refunding Bonds shall not mature later than the later of the final maturity date of the Refunded Series 2014-A Bonds or the Refunded Series 2015-A Bonds.

The Refunding Bonds issued to refund the Refunded Series 2014-A Bonds and the Refunded Series 2015-A Bonds and refinance the Refinanced Tax-Exempt Notes shall be issued under the Tax-Exempt Supplemental Trust Agreement in a manner by which the interest thereon is excludable from gross income under the Internal Revenue Code of 1986, as amended.

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

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

Section 3. Terms of the Refunding Bonds. The Refunding Bonds shall be issued as current interest bonds and shall be available in denominations of \$5,000 and integral multiples thereof. The Refunding Bonds, when issued, shall be in the aggregate principal amounts and shall be dated as shall be provided in the final form of the Supplemental Trust Agreements. The Refunding Bonds may be issued as serial bonds or as term bonds or as both serial bonds and term bonds, all as set forth in the Supplemental Trust Agreements. Interest on the Refunding Bonds shall be paid at the rates and on the dates set forth in the Supplemental Trust Agreements. No Refunding Bond shall bear interest at a rate in excess of 6.00% per annum. The Refunding Bonds shall be subject to redemption at the option of the LACMTA on such terms and conditions as shall be set forth in the Supplemental Trust Agreements, or not be subject to redemption. The Refunding Bonds issued as term bonds also shall be subject to mandatory sinking fund redemption as shall be set forth in the Supplemental Trust Agreements.

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

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

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

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

Section 7. Approval of Documents, Authorization for Execution. The form, terms and provisions of the Supplemental Trust Agreements, the Escrow Agreements, the Purchase Contract and the Continuing Disclosure Certificate on file with the Clerk and made available to the Board within the parameters set forth in this Resolution are in all respects approved, and each of the Designated Officers is hereby severally authorized, empowered and directed to execute, acknowledge and deliver in the name of and on behalf of the LACMTA one or more Supplemental Trust Agreements, one or more Escrow Agreements, one or more Purchase Contracts and one or more Continuing Disclosure Certificates, including counterparts thereof. The Supplemental Trust Agreements, the Escrow Agreements, the Purchase Contract(s) and the

Continuing Disclosure Certificate(s), as executed and delivered, shall be in substantially the forms now on file with the Clerk and made available to the Board and hereby approved, or with such changes therein as shall be approved by the Designated Officer executing the same; the execution thereof shall constitute conclusive evidence of the Board's approval of any and all changes or revisions therein from the form of the Supplemental Trust Agreements, the Escrow Agreement, the Purchase Contract and the Continuing Disclosure Certificate now on file with the Clerk and made available to the Board; and from and after the execution and delivery of the Supplemental Trust Agreements, the Escrow Agreements, each Purchase Contract and each Continuing Disclosure Certificate, the officers, agents and employees of the LACMTA are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Supplemental Trust Agreements, the Escrow Agreements, each Purchase Contract and each Continuing Disclosure Certificate.

Section 8. Sale of Refunding Bonds.

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

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

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

(d) The Refunding Bonds shall be sold subject to an Underwriters' discount (excluding original issue discount and premium) not to exceed \$3.00 per \$1,000 of principal amount of the Refunding Bonds and subject to the terms and conditions set forth in the form of the Purchase Contract.

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

Section 9. Preliminary Official Statement and Official Statement. One or more Preliminary Official Statements shall be used by the LACMTA in connection with the sale and issuance of the Refunding Bonds. The form of the Preliminary Official Statement on file with the Clerk and made available to the Board is hereby approved. The Preliminary Official Statement shall be substantially in the form of the Preliminary Official Statement on file with the Clerk and made available to the Board with such changes as a Designated Officer approves (such approval to be conclusively evidenced by the execution and delivery of the certificate referenced in the following sentence). The Preliminary Official Statement shall be circulated

for use in selling the Refunding Bonds at such time or times as a Designated Officer shall deem such Preliminary Official Statement to be final within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, said determination to be conclusively evidenced by a certificate signed by said Designated Officer to said effect. The Preliminary Official Statement shall contain a description of the finances and operations of the LACMTA, a description of the Proposition A Tax and a description of historical receipts of sales tax revenues substantially in the form of the Preliminary Official Statement on file with the Clerk and made available to the Board with such changes as any Designated Officer determines are appropriate or necessary. The Preliminary Official Statement shall also contain a description of the Refunding Bonds and the terms and conditions of the Trust Agreement and the Supplemental Trust Agreements together with such information and description as a Designated Officer determines is appropriate or necessary.

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

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

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

Section 12. Authorized Commission Representative/Authority Representative. The Board hereby designates each of the Chief Executive Officer of the LACMTA, the Chief Financial Officer of the LACMTA, the Treasurer of the LACMTA, any Deputy Executive Officer, Finance of the LACMTA, any Assistant Treasurer of the LACMTA, and any such officer serving in an acting or interim capacity, as an "Authorized Commission Representative" and an "Authorized Authority Representative" for all purposes under the Trust Agreement, the Supplemental Trust Agreements, and any amendments or supplements to the Trust Agreement

or the Supplemental Trust Agreements. Such appointment shall remain in effect until modified by resolution. The prior designation of Authorized Commission Representatives and Authorized Authority Representatives under the Trust Agreement and any amendments or supplements thereto shall continue.

Section 13. Additional Authorization. The Designated Officers, for and on behalf of the LACMTA, are hereby authorized and directed to do any and all things necessary to effect the issuance of the Refunding Bonds, and the execution and delivery of the Supplemental Trust Agreements, the Escrow Agreements, each Purchase Contract and each Continuing Disclosure Certificate, and to carry out the terms thereof. The Designated Officers and all other officers, agents and employees of the LACMTA are further authorized and directed, for and on behalf of the LACMTA, to execute all papers, documents, certificates and other instruments and take all other actions that may be required in order to carry out the authority conferred by this Resolution or the provisions of the Trust Agreement, the Supplemental Trust Agreements, the Escrow Agreements, each Purchase Contract and each Continuing Disclosure Certificate or to evidence said authority and its exercise. The foregoing authorization includes, but is in no way limited to, the direction (from time to time) by a Designated Officer of the investment of the proceeds of the Refunding Bonds and of the Pledged Revenues including the execution and delivery of investment agreements or purchase agreements related thereto, the execution by a Designated Officer and the delivery of one or more tax certificates as required by the Tax-Exempt Supplemental Trust Agreement for the purpose of complying with the applicable rebate and arbitrage requirements and restrictions of the Internal Revenue Code of 1986, as amended; and the execution and delivery of documents required by The Depository Trust Company in connection with the Book-Entry Bonds. All actions heretofore taken by the officers, agents and employees of the LACMTA in furtherance of this Resolution are hereby confirmed, ratified and approved.

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

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

Section 15. Investments. From and after the delivery of the Refunding Bonds, each Designated Officer is hereby authorized to invest the proceeds of the Refunding Bonds in

accordance with the Trust Agreement, the Supplemental Trust Agreements, the Escrow Agreements and the LACMTA's Investment Policy and is further authorized to enter into or to instruct the Trustee to enter into one or more investment agreements, float contracts, swaps or other hedging products (hereinafter collectively referred to as the "Investment Agreement") providing for the investment of moneys in any of the funds and accounts created under the Trust Agreement, the Supplemental Trust Agreements and the Escrow Agreements, on such terms as the Designated Officer shall deem appropriate. Pursuant to Section 5922 of the California Government Code, the LACMTA hereby finds and determines that the Investment Agreement will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreement and is designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Refunding Bonds or enhance the relationship between risk and return with respect to investments.

Section 16. Good Faith Estimates. In accordance with SB 450, good faith estimates of the following are set forth in Exhibit A attached hereto: (a) the true interest cost of the Refunding Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Refunding Bonds, (c) the amount of proceeds of the Refunding Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Refunding Bonds, and (d) the sum total of all debt service payments on the Refunding Bonds calculated to the final maturity of the Refunding Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Refunding Bonds

Section 17. Further Actions. From and after the delivery of the Refunding Bonds, the Designated Officers and each of them are hereby authorized and directed to amend, supplement or otherwise modify the Supplemental Trust Agreements, the Escrow Agreements and each Continuing Disclosure Certificate, and each other agreement or document executed in connection with this Resolution, at any time and from time to time and in any manner determined to be necessary or desirable by the Designated Officer executing such amendment, supplement, or modification, upon consultation with the LACMTA's municipal advisor and LACMTA's Bond Counsel, the execution of such amendment, supplement or other modification being conclusive evidence of the LACMTA's approval thereof.

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

Section 19. Severability. The provisions of this Resolution are hereby declared to be severable, and, if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

Section 20. Effective Date. This Resolution shall be effective upon adoption and shall be effective with respect to the Refunding Bonds issued on or before June 30, 2024.

CERTIFICATION

The undersigned, duly qualified and acting as Board Clerk of the Los Angeles County Metropolitan Transportation Authority, certifies that the foregoing is a true and correct copy of the Resolution adopted at a legally convened meeting of the Board of Directors of the Los Angeles County Metropolitan Transportation Authority held on _____, 2024.

[SEAL]

By _____
Board Clerk, Los Angeles County
Metropolitan Transportation Authority

Dated: _____, 2024

EXHIBIT A**GOOD FAITH ESTIMATES**

The following information was obtained from Public Resources Advisory Group (the “Municipal Advisor”) with respect to the bonds (the “Refunding Bonds”) approved in the attached Resolution, and is provided in compliance with Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) with respect to the Refunding Bonds:

Section 1. True Interest Cost of the Refunding Bonds. Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the true interest cost of the Refunding Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Refunding Bonds, is 3.59%.

Section 2. Finance Charge of the Refunding Bonds. Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the finance charge of the Refunding Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Refunding Bonds), is \$829,132, as follows:

(a)	Underwriters’ Discount	\$383,581
(b)	Bond Counsel and Disbursements	\$67,500
(c)	Disclosure Counsel and Disbursements	\$48,500
(d)	Municipal Advisor and Disbursements	\$60,000
(e)	Rating Agencies	\$206,250
(f)	Other	<u>\$63,301</u>
	Total	\$829,132

Section 3. Amount of Proceeds to be Received. Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the amount of proceeds expected to be received by the LACMTA for sale of the Refunding Bonds less the finance charge of the Refunding Bonds described in Section 2 above and any reserves or capitalized interest paid or funded with proceeds of the Refunding Bonds, is \$180,484,424.

Section 4. Total Payment Amount. Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the LACMTA will make to pay debt service on the Refunding Bonds plus the finance charge of the Refunding Bonds described in Section 2 above not paid with the proceeds of the Refunding Bonds, calculated to the final maturity of the Refunding Bonds, is \$253,742,221.

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment

amount may vary from the estimates above due to variations from these estimates in the timing of Refunding Bonds sale, the amount of Refunding Bonds sold, the amortization of the Refunding Bonds sold and market interest rates at the time of each sale. The date of sale and the amount of Refunding Bonds sold will be determined by the LACMTA based on need to provided funds for the Financing and other factors. The actual interest rates at which the Refunding Bonds will be sold will depend on the bond market at the time of each sale. The actual amortization of the Refunding Bonds will also depend, in part, on market interest rates at the time of sale. Market interest rates are affected by economic and other factors beyond the LACMTA's control. The LACMTA has approved the issuance of the Refunding Bonds with a maximum true interest cost of 6.00%.

FORTY-FIRST SUPPLEMENTAL TRUST AGREEMENT

by and between

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

relating to:

§ _____
Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-A

Dated as of [April] 1, 2024

(Supplemental to the Trust Agreement dated as of July 1, 1986, as amended and supplemented)

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FORTY-FIRST SUPPLEMENTAL TRUST AGREEMENT

providing for

\$ _____

Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-A

THIS FORTY-FIRST SUPPLEMENTAL TRUST AGREEMENT (this “*Forty-First Supplemental Agreement*”) dated as of [April] 1, 2024 is made by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY** (the “*Authority*”), the successor agency to the Southern California Rapid Transit District (the “*District*”) and **THE LOS ANGELES COUNTY TRANSPORTATION COMMISSION** (the “*Commission*”), duly organized and existing pursuant to Chapter 2, Division 12 of the California Public Utilities Code (commencing with Section 130050.2) (the “*Authority Act*”), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association organized and existing under the laws of the United States of America, as trustee (the “*Trustee*”), and supplements that Trust Agreement dated as of July 1, 1986, as heretofore amended and supplemented, which is by and between the Commission and First Interstate Bank of California, predecessor in interest to the Trustee (the “*Agreement*”);

W I T N E S S E T H :

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

WHEREAS, Sections 2.09 and 2.10 of the Agreement provide for the issuance of Bonds, including Refunding Bonds, and Section 10.02 of the Agreement provides for the execution and delivery of a Supplemental Agreement; and

WHEREAS, the Authority previously issued its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2014-A (the “*Series 2014-A Bonds*”), which are currently outstanding in the aggregate principal amount of \$ _____, and which were issued in accordance with the Agreement and the Thirty-Fifth Supplemental Trust Agreement (as hereinafter defined); and

WHEREAS, the Authority previously issued its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2015-A (the “*Series 2015-A Bonds*”), which are currently outstanding in the aggregate principal amount of \$ _____, and which were issued in accordance with the Agreement and the Thirty-Sixth Supplemental Trust Agreement (as hereinafter defined); and

WHEREAS, the Authority previously issued its Second Subordinate Sales Tax Revenue Commercial Paper Notes, Series A-TE-BANA (the “*Tax-Exempt Notes*”), which are currently

outstanding in the aggregate principal amount of \$ _____, and which were issued in accordance with the Subordinate Trust Agreement (as hereinafter defined); and

WHEREAS, the Authority now for the purposes of refunding and defeasing [all][a portion] of the outstanding Series 2014-A Bonds (the “**Refunded 2014-A Bonds**”), refunding and defeasing [all][a portion] of the outstanding Series 2015-A Bonds (the “**Refunded 2015-A Bonds**”) and refinancing [all][a portion] of the outstanding Tax-Exempt Notes (the “**Refinanced Tax-Exempt Notes**”) by execution and delivery of this Forty-First Supplemental Agreement and in compliance with the provisions of the Agreement, sets forth the terms of its \$ _____ Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A (the “**Series 2024-A Bonds**”), provides for the deposit and use of the proceeds of the Series 2024-A Bonds and makes other provisions relating to the Series 2024-A Bonds;

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

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following definitions shall apply to terms used in this Forty-First Supplemental Agreement unless the context clearly requires otherwise. Capitalized terms not otherwise defined in this Section 1.01 or elsewhere in this Forty-First Supplemental Agreement shall have the same meanings as set forth in the Agreement.

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

“*Agreement*” means the Trust Agreement dated as of July 1, 1986, between the Authority and the Trustee under which the Series 2024-A Bonds are authorized and secured, together with all amendments and supplements thereto.

“*Authorized Denominations*” means, with respect to the Series 2024-A Bonds, \$5,000 or any integral multiple thereof.

“*Beneficial Owner*” means, whenever used with respect to a Series 2024-A Bond, the person in whose name such Series 2024-A Bond is recorded as the beneficial owner of such Series 2024-A Bond by a Participant on the records of such Participant or such person’s subrogee.

“*Book-Entry Bonds*” means the Series 2024-A Bonds held by DTC (or its nominee) as the registered owner thereof pursuant to the terms and provisions of Section 3.02 hereof.

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

“*Continuing Disclosure Certificate*” means the Continuing Disclosure Certificate, dated _____, 2024, entered into by the Authority in order to assist the underwriters of the Series 2024-A Bonds in complying with Securities and Exchange Commission Rule 15c2 12.

“*Costs of Issuance*” means all costs and expenses incurred by the Authority in connection with the issuance of the Series 2024-A Bonds, including, but not limited to, costs and expenses of printing and copying documents and the Series 2024-A Bonds and the fees, costs and expenses of rating agencies, the Trustee, bond counsel, disclosure counsel, verification agents, accountants, municipal advisors and other consultants and the premium for the reserve fund surety bond insurance, if any.

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

“*Escrow Agent (2014-A)*” means The Bank of New York Mellon Trust Company, N.A., as escrow agent under the Escrow Agreement (2014-A), and its successors.

“*Escrow Agent (2015-A)*” means The Bank of New York Mellon Trust Company, N.A., as escrow agent under the Escrow Agreement (2015-A), and its successors.

“*Escrow Agreement (2014-A)*” means the Escrow Agreement (2014-A), dated _____, 2024, by and among the Authority, the Trustee and the Escrow Agent (2014-A).

“*Escrow Agreement (2015-A)*” means the Escrow Agreement (2015-A), dated _____, 2024, by and among the Authority, the Trustee and the Escrow Agent (2015-A).

“*Escrow Fund (2014-A)*” means the fund held by the Escrow Agent (2014-A) under the terms of the Escrow Agreement, which fund is established and held for the purpose of providing for the payment and redemption of the Refunded Series 2014-A Bonds.

“*Escrow Fund (2015-A)*” means the fund held by the Escrow Agent (2015-A) under the terms of the Escrow Agreement (2015-A), which fund is established and held for the purpose of providing for the payment and redemption of the Refunded Series 2015-A Bonds.

“*Forty-First Supplemental Agreement*” means this Forty-First Supplemental Trust Agreement, dated as of [April] 1, 2024, by and between the Authority and the Trustee, which includes the terms of the Series 2024-A Bonds.

“*Forty-Second Supplemental Agreement*” means the Forty-Second Supplemental Trust Agreement, dated as of [April] 1, 2024, by and between the Authority and the Trustee, which includes the terms of the Series 2024-B Bonds.

“*Holder*” or “*Bondholder*” or “*Owner*” means the registered owner of any Series 2024-A Bond, including DTC or its nominee as the sole registered owner of Book-Entry Bonds.

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

“*Moody’s*” means Moody’s Investors Service Inc., its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a nationally recognized statistical rating organization, “Moody’s” shall be deemed to refer to any other nationally recognized statistical rating organization designated by the Authority, other than S&P.

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

“*Outstanding*” means, when used with reference to Series 2024-A Bonds, all Series 2024-A Bonds which have been authenticated and delivered by the Trustee under the Agreement and this Forty-First Supplemental Agreement, except:

(a) Series 2024-A Bonds cancelled or purchased by the Trustee for cancellation or delivered to or acquired by the Trustee for cancellation and, in all cases, with the intent to extinguish the debt represented thereby;

(b) Series 2024-A Bonds deemed to be paid in accordance with Article VII of the Agreement;

(c) Series 2024-A Bonds in lieu of which other Series 2024-A Bonds have been authenticated under Sections 2.05 and 2.06 of the Agreement;

(d) Series 2024-A Bonds that have become due (at maturity, acceleration or otherwise) and for the payment of which sufficient moneys, including interest accrued to the due date, are held by the Trustee or a Paying Agent; and

(e) for purposes of any consent or other action to be taken by the holders of a specified percentage of Series 2024-A Bonds under the Agreement, any Series 2024-A Bonds held by or for the account of the Authority or by any person controlling, controlled by or under common control with the Authority, unless such Series 2024-A Bonds are pledged to secure a debt to an unrelated party, in which case such Series 2024-A Bonds shall, for purposes of consents and other Bondholder action, be deemed to be outstanding and owned by the party to which such Series 2024-A Bonds are pledged.

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

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

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

“*Rebate Requirements*” means the Rebate Requirements, as defined in the Tax Certificate.

“*Record Date*” means a Regular Record Date or a Special Record Date.

“*Refinanced Tax-Exempt Notes*” means the Authority’s Second Subordinate Sales Tax Revenue Commercial Paper Notes, Series A-TE-BANA in the aggregate principal amount of \$_____ refinanced with a portion of the proceeds of the Series 2024-A Bonds.

“*Refunded Bonds*” means, collectively, the Refunded Series 2014-A Bonds and the Refunded Series 2015-A Bonds, as set forth in Exhibit C attached hereto.

“*Refunded Series 2014-A Bonds*” means the Series 2014-A Bonds being current refunded and defeased with a portion of the proceeds of the Series 2024-A Bonds, as set forth in Exhibit C attached hereto.

“*Refunded Series 2015-A Bonds*” means the Series 2015-A Bonds being current refunded and defeased with a portion of the proceeds of the Series 2024-A Bonds, as set forth in Exhibit C attached hereto.

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

“*Regular Record Date*” means for a January 1 Interest Payment Date the immediately preceding December 15, and for a July 1 Interest Payment Date the immediately preceding June 15, whether or not a Business Day

“*Representation Letter*” means the Blanket Letter of Representations from the Authority to DTC.

“*Reserve Fund*” has the meaning provided for such term in the Agreement.

“*S&P*” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, its successors and assigns, and, if such company shall for any reason no longer perform the functions of a nationally recognized statistical rating organization, “S&P” shall be deemed to refer to any other nationally recognized statistical rating organization designated by the Authority, other than Moody’s.

“*Securities Depositories*” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Telephone: (212) 855-1000, Facsimile: (212) 855-7320, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Authority may designate in a certificate of the Authority delivered to the Trustee.

“*Series 2014-A Bond Interest Subaccount*” has the meaning provided for such term in the Thirty-Fifth Supplemental Agreement.

“*Series 2014-A Bond Principal Subaccount*” has the meaning provided for such term in the Thirty-Fifth Supplemental Agreement.

“*Series 2014-A Bonds*” means the \$135,715,000 original principal amount of Bonds issued under the Agreement and the Thirty-Fifth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2014-A.”

“*Series 2015-A Bond Interest Subaccount*” has the meaning provided for such term in the Thirty-Sixth Supplemental Agreement.

“*Series 2015-A Bond Principal Subaccount*” has the meaning provided for such term in the Thirty-Sixth Supplemental Agreement.

“*Series 2015-A Bonds*” means the \$26,480,000 original principal amount of Bonds issued under the Agreement and the Thirty-Sixth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2015-A.”

“*Series 2024 Bonds*” means, collectively, the Series 2024-A Bonds and the Series 2024-B Bonds.

“*Series 2024-A Bond Interest Subaccount*” means the subaccount of that name established within the Bond Interest Account of the Debt Service Fund pursuant to Section 5.02 hereof.

“*Series 2024-A Bond Principal Subaccount*” means the subaccount of that name established within the Bond Principal Account of the Debt Service Fund pursuant to Section 5.03 hereof.

“*Series 2024-A Bonds*” means the \$_____ original principal amount of Bonds issued under the Agreement and this Forty-First Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A.”

“*Series 2024-A Costs of Issuance Fund*” means the fund of that name established under and pursuant to Section 5.01 hereof.

“*Series 2024-A Rebate Fund*” means the fund of that name established under and pursuant to Section 6.01 hereof.

“*Series 2024-B Bonds*” means the \$_____ original principal amount of Bonds issued under the Agreement and the Forty-Second Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-B (Federally Taxable).”

“*Special Record Date*” means the date and time established by the Trustee for determination of which Owner shall be entitled to receive overdue interest on the Series 2024-A Bonds pursuant to Section 2.03(b)(iii) hereof.

“*Subordinate Trust Agreement*” means the Subordinate Trust Agreement, dated as of January 1, 1991, by and between the Authority and the Subordinate Trustee, as amended and supplemented.

“*Subordinate Trustee*” means U.S. Bank Trust Company, National Association, as trustee under the Subordinate Trust Agreement.

“*Tax Certificate*” means the Tax Compliance Certificate, dated _____, 2024, executed and delivered by the Authority with respect to the issuance and delivery of the Series 2024-A Bonds, as the same may be amended or supplemented in accordance with its terms.

“*Thirty-Fifth Supplemental Agreement*” means the Thirty-Fifth Supplemental Trust Agreement, dated as of December 1, 2014, by and between the Authority and the Trustee, which includes the terms of the Series 2014-A Bonds.

“*Thirty-Sixth Supplemental Agreement*” means the Thirty-Sixth Supplemental Trust Agreement, dated as of April 1, 2015, by and between the Authority and the Trustee, which includes the terms of the Series 2015-A Bonds.

“*Trustee*” means The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A., as successor to BNY Western Trust Company, as successor in interest to Wells Fargo Bank, N.A. as successor by merger to First Interstate Bank of California, as trustee under the Agreement, and its successors.

Section 1.02. Article and Section References. Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this Forty-First Supplemental Agreement.

Section 1.03. Interpretation of “Commission.” From and after April 1, 1993, all references to “Commission” in the Agreement, excepting any such reference in the Eleventh Supplemental Agreement and the Twelfth Supplemental Agreement, shall be deemed to refer to the Authority and all references to the Los Angeles County Transportation Commission, excepting any such reference in the Eleventh Supplemental Agreement and the Twelfth Supplemental Agreement, shall be deemed to refer to the Los Angeles County Metropolitan Transportation Authority, unless the context indicates otherwise.

ARTICLE II

THE SERIES 2024-A BONDS

Section 2.01. Designation of Series 2024-A Bonds; Principal Amount; Purpose of Issue. The Series 2024-A Bonds authorized to be issued under the Agreement and this Forty-First Supplemental Agreement shall be designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A,” and issued in the original principal amount of \$_____.

The Series 2024-A Bonds are being issued for the purposes of providing funds to current refund and defease the Refunded Bonds and refinance the Refinanced Tax-Exempt Notes and to pay the Costs of Issuance allocable to the Series 2024-A Bonds.

Section 2.02. Series 2024-A Bonds Under the Agreement; Security; Parity; Form of Bonds.

(a) The Series 2024-A Bonds are issued under and subject to the terms of the Agreement and are secured by and payable from the Pledged Revenues in accordance with the terms of the Agreement. The Series 2024-A Bonds are payable under the Agreement from the Pledged Revenues on a parity with the Prior Outstanding Senior Lien Bonds.

(b) The Series 2024-A Bonds shall be issued in registered form only in Authorized Denominations and shall be numbered in such manner as the Trustee determines. The Series 2024-A Bonds shall be in substantially the form set forth in Exhibit A hereto, which form is incorporated herein by reference.

(c) Interest on the Series 2024-A Bonds shall be paid on each Interest Payment Date and shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

(d) The Series 2024-A Bonds shall, upon initial issuance, be dated _____, 2024 and shall mature on the dates and in the amounts and bear interest at the annual rates set forth in the following schedule.

<u>July 1 of the Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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Section 2.03. Payments of Principal and Interest; Persons Entitled Thereto.

(a) The principal of each Series 2024-A Bond shall be payable when due, upon surrender of such Series 2024-A Bond to the Trustee at its principal office, or such other place as designated by the Trustee, by check, provided that any Owner of \$1,000,000 or more in aggregate principal amount of the Series 2024-A Bonds may, upon written request given to the Trustee at least 15 days prior to the maturity date designating an account in a domestic bank, be paid by wire transfer of immediately available funds; provided further, however, that while the Series 2024-A Bonds are Book-Entry Bonds, payment of principal of the Book-Entry Bonds shall be made as provided in Section 3.02 hereof. Such payments shall be made to the Owner of the Series 2024-A Bond so surrendered, as shown on the registration books maintained by the Registrar on the date of payment.

(b) (i) Each Series 2024-A Bond shall bear interest (A) from the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid or duly provided for in full, or (B) from the last preceding Interest Payment Date to which interest has been paid or duly provided for in full (or from _____, 2024, if no

interest thereon has been paid or duly provided for), or (C) from the next succeeding Interest Payment Date if the date of authentication is after the Record Date and before the next succeeding Interest Payment Date.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any Series 2024-A Bond on any Interest Payment Date shall be paid to the Owner of such Series 2024-A Bond as shown on the registration books kept by the Registrar as of the Regular Record Date.

(iii) If the available funds under this Forty-First Supplemental Agreement are insufficient on any Interest Payment Date to pay the interest then due, the Regular Record Date shall no longer be applicable with respect to the Series 2024-A Bonds. If funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a “*Special Record Date*” (which shall be a Business Day) for determining the Owners entitled to such payments. Notice of such date so established shall be sent by Mail by the Trustee to each Owner at least ten days prior to the Special Record Date, but not more than 30 days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Owners, as shown on the registration books kept by the Registrar as of the close of business on the Special Record Date.

(iv) All payments of interest on the Series 2024-A Bonds shall be paid to the persons entitled thereto pursuant to subsection (b)(ii) above by check and sent by mail on the Interest Payment Date, provided that any Owner of \$1,000,000 or more in aggregate principal amount of the Series 2024-A Bonds may, upon written request given to the Trustee at least 15 days prior to an Interest Payment Date designating an account in a domestic bank, be paid by wire transfer of immediately available funds; provided, however, that while the Series 2024-A Bonds are Book-Entry Bonds, payment of interest on Book-Entry Bonds shall be made as provided in Section 3.02 hereof.

(c) The debt service schedule for the Series 2024-A Bonds is attached hereto as Exhibit B.

Section 2.04. Redemption of Series 2024-A Bonds. The Series 2024-A Bonds maturing on or before July 1, 20__ are not subject to optional redemption prior to their stated maturities. The Series 2024-A Bonds maturing on and after July 1, 20__ are subject to redemption at the option of the Authority on or after July 1, 20__, in whole or in part in Authorized Denominations at any time, from any moneys that may be provided for such purpose and at a redemption price of 100% of the principal amount of such Series 2024-A Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

Section 2.05. Selection of Series 2024-A Bonds to be Redeemed. The Series 2024-A Bonds are subject to redemption in such order of maturity [and interest rate] as the Authority may direct and by lot within such maturity [and interest rate] selected in such manner as the Trustee (or DTC, as long as DTC is the securities depository for the Series 2024-A Bonds), deems appropriate

Section 2.06. Notice of Redemption of Series 2024-A Bonds. The Trustee shall give notice of redemption to the registered owners affected by redemption of Series 2024-A Bonds pursuant to Section 2.04 hereof at least 20 days but not more than 60 days before each redemption date, and to send such notice of redemption by first class mail (or, with respect to Series 2024-A Bonds held by DTC, by an express delivery service for delivery on the next following Business Day). Each notice of redemption will specify the Series 2024-A Bonds to be redeemed; the maturity date and interest rate of the Series 2024-A Bonds to be redeemed; the redemption date; the CUSIP numbers of the Series 2024-A Bonds to be redeemed, the redemption price and the place or places where amounts due upon such redemption will be payable and if less than all of the Series 2024-A Bonds of a maturity date and interest rate are to be redeemed, the numbers of the Series 2024-A Bonds and the portions of Series 2024-A Bonds to be redeemed; any condition to the redemption; and that on the redemption date, and upon the satisfaction of any such condition, the Series 2024-A Bonds to be redeemed shall cease to bear interest.

If at the time of mailing of notice of an optional redemption moneys sufficient to redeem all the Series 2024-A Bonds called for redemption have not been deposited with the Trustee, at the election of the Authority such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Trustee not later than the opening of business one Business Day prior to the scheduled redemption date, and such notice will be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption will be canceled and on such cancellation date notice will be mailed to the holders of such Series 2024-A Bonds to be redeemed in the same manner as the notice of redemption.

Failure to give any required notice of redemption or any defect therein will not affect the validity of the call for redemption of any Series 2024-A Bonds in respect of which no failure or defect occurs. Any notice sent as provided above will be conclusively presumed to have been given whether or not actually received by the addressee.

Section 2.07. Effect of Redemption of Series 2024-A Bonds. If notice is given as described in Section 2.06 hereof and the moneys for payment of the redemption price are on deposit with the Trustee, the Series 2024-A Bonds called for redemption will be due and payable on the redemption date, interest on such Series 2024-A Bonds will cease to accrue after such date, such Series 2024-A Bonds will cease to be entitled to any lien, benefit or security under the Agreement, and the registered owners of the redeemed Series 2024-A Bonds will have no rights under the Agreement after the redemption date other than the right to receive the redemption price for such Series 2024-A Bonds.

ARTICLE III

EXCHANGE OF SERIES 2024-A BONDS; BOOK-ENTRY BONDS

Section 3.01. Exchange of Series 2024-A Bonds. Subject to Section 3.02 hereof, Series 2024-A Bonds which are delivered to the Registrar for exchange may be exchanged for an equal total principal amount of Series 2024-A Bonds of the same maturity and tenor. The Trustee shall require the payment by the Holder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise

of such privilege. The cost of printing the Series 2024-A Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the Authority.

The Registrar will not, however, be required to exchange any such Series 2024-A Bond during the period beginning at the close of business on a Record Date and ending on an Interest Payment Date.

The Holder requesting such exchange shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 3.02. Book-Entry Bonds.

(a) Except as provided in Section 3.02(c), the registered owner of all of the Series 2024-A Bonds shall be DTC and the Series 2024-A Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of principal of and interest on any Series 2024-A Bonds registered in the name of Cede & Co. shall be made by wire transfer of New York clearing house or equivalent next day funds or by wire transfer of same day funds to the account of Cede & Co. at the address indicated on the regular Record Date or special record date for Cede & Co. in the resignation books of the Registrar.

(b) The Series 2024-A Bonds shall be initially issued in the form of separate single authenticated fully registered certificates for each separate stated maturity of the Series 2024-A Bonds. Upon initial issuance, the ownership of such Series 2024-A Bonds shall be registered in the registration books of the Registrar in the name of Cede & Co., as nominee of DTC. The Trustee, the Registrar and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2024-A Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2024-A Bonds, giving any notice permitted or required to be given to Bondholders under the Agreement or this Forty-First Supplemental Agreement, registering the transfer of Series 2024-A Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Trustee, the Registrar nor the Authority shall be affected by any notice to the contrary. Neither the Trustee, the Registrar nor the Authority shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2024-A Bonds under or through DTC or any Participant, or any other person which is not shown on the registration books as being a Bondholder, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal of or interest on the Series 2024-A Bonds; any notice which is permitted or required to be given to Bondholders under the Agreement; any consent given or other action taken by DTC as Bondholder; or any other purpose. The Trustee shall pay all principal of and interest on the Series 2024-A Bonds only to or “upon the order of” DTC (as that term is used in the Uniform Commercial Code as adopted in the State of California), and all such payments shall be valid and effective to fully satisfy and discharge the Authority’s obligations with respect to the principal of and interest on the Series 2024-A

Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2024-A Bond evidencing the obligation of the Authority to make payments of principal and interest pursuant to the Agreement. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the word “Cede & Co.” in this Forty-First Supplemental Agreement shall refer to such new nominee of DTC.

(c) In the event the Authority determines that it is in the best interest of the Beneficial Owners that they be able to obtain bond certificates, and notifies DTC, the Trustee and the Registrar of such determination, then DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the Trustee shall authenticate and the Registrar shall transfer and exchange bond certificates as requested by DTC and any other Bondholders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series 2024-A Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Authority and the Trustee shall be obligated to deliver bond certificates as described in this Forty-First Supplemental Agreement. In the event Bond certificates are issued, the provisions of the Agreement and this Forty-First Supplemental Agreement shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2024-A Bonds to any Participant having Series 2024-A Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2024-A Bonds.

(d) Notwithstanding any other provision of the Agreement and this Forty-First Supplemental Agreement to the contrary, so long as any Series 2024-A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on such Series 2024-A Bond and all notices with respect to such Series 2024-A Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

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

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO: THE PAYMENT BY DTC, ANY

PARTICIPANT OR ANY INDIRECT PARTICIPANT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2024-A BONDS; THE PROVIDING OF NOTICE TO PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS; THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY PARTICIPANT OR ANY INDIRECT PARTICIPANT; OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS OWNER OF THE SERIES 2024-A BONDS.

In connection with any proposed transfer outside the book-entry system, the Authority or DTC shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 3.03. Transfers Outside Book-Entry System. In the event (a) the Securities Depository determines not to continue to act as securities depository for the Series 2024-A Bonds, or (b) the Authority determines that the Securities Depository shall no longer so act, and delivers a written certificate to the Trustee and the Securities Depository to that effect, then the Authority will discontinue the book-entry system with the Securities Depository. If the Authority determines to replace the Securities Depository with another qualified securities depository, the Authority shall prepare or direct the preparation of a new, single, separate, fully registered certificate for each of the maturities and interest rates of the Series 2024-A Bonds, registered in the name of such successor or substitute qualified securities depository or its nominee or make such other arrangement acceptable to the Authority and the Securities Depository as are not inconsistent with the terms of the Agreement or this Forty-First Supplemental Agreement. If the Authority fails to identify another qualified securities depository to replace the Securities Depository, then the Series 2024-A Bonds shall no longer be restricted to being registered in the Register in the name of the nominee, but shall be registered in such authorized denominations and names as the Securities Depository shall designate in accordance with the provisions of this Article III.

Section 3.04. Bond Register. The Trustee shall keep or cause to be kept at its corporate trust office in Los Angeles, California, or such other place as designated by the Trustee, sufficient books for the registration of, and registration of transfer of, the Series 2024-A Bonds, which Bond Register shall at all times during regular business hours be open to inspection by the Authority. Upon presentation for registration of transfer, the Trustee shall, as provided herein and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Series 2024-A Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such Bond Register.

ARTICLE IV

APPLICATION OF PROCEEDS AND PAYMENT OF SERIES 2024-A BONDS

Section 4.01. Series 2024-A Bonds; Application of Proceeds.

(a) The proceeds of the sale of the Series 2024-A Bonds received by the Trustee on the date of delivery of the Series 2024-A Bonds in the amount of \$ _____ (such

amount representing the par amount of the Series 2024-A Bonds of \$ _____, plus an original issue premium in the amount of \$ _____ and less an underwriters' discount in the amount of \$ _____) shall be deposited or used by the Trustee as follows:

(i) \$ _____ shall be transferred to the Escrow Agent (2014-A) for deposit into the Escrow Fund (2014-A);

(ii) \$ _____ shall be transferred to the Escrow Agent (2015-A) for deposit into the Escrow Fund (2015-A);

(iii) \$ _____ shall be transferred to the Subordinate Trustee to pay the principal of and interest on the Refinanced Tax-Exempt Notes; and

(iv) \$ _____ shall be deposited into the Series 2024-A Costs of Issuance Fund.

(b) The Trustee may, in its discretion, establish a temporary fund or account on its books and records to facilitate such transfers.

Section 4.02. Sources of Payment of Series 2024-A Bonds. The Series 2024-A Bonds shall be secured by a parity lien on, and are payable from, the Pledged Revenues as provided in the Agreement. The Authority may, but is not obligated to, provide for payment of principal of and interest on the Series 2024-A Bonds from any other source or from any other funds of the Authority.

ARTICLE V

CREATION OF FUNDS, ACCOUNTS AND SUBACCOUNTS; USE OF DEBT SERVICE FUND; SERIES 2024-A BONDS NOT SECURED BY RESERVE FUND OR A DEBT SERVICE RESERVE FUND

Section 5.01. Creation of Series 2024-A Costs of Issuance Fund, Payment of Costs of Issuance. There is hereby created the “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A Costs of Issuance Fund” (the “*Series 2024-A Costs of Issuance Fund*”), which shall be held by the Trustee as provided in the Agreement and this Forty-First Supplemental Agreement, and all moneys and securities in such fund shall be pledged to secure the Series 2024-A Bonds. As provided in Sections 4.01(a)(iv) hereof, at the time of issuance of the Series 2024-A Bonds, a portion of the proceeds of the Series 2024-A Bonds shall be deposited into the Series 2024-A Costs of Issuance Fund. Funds on deposit in the Series 2024-A Costs of Issuance Fund shall be used to pay or to reimburse the Authority for the payment of Costs of Issuance. Amounts in the Series 2024-A Costs of Issuance Fund shall be disbursed by the Trustee upon written requisition executed by an Authorized Authority Representative. Each such requisition shall state:

(a) the requisition number;

(b) the amount to be paid to the Authority or to its designee and the method of payment;

(c) that each item to be paid with the requisitioned funds represents either incurred or due and payable Costs of Issuance which constitute costs of the Project as permitted by the Act;

(d) that such Costs of Issuance have not been paid from other funds withdrawn from the Series 2024-A Costs of Issuance Fund; and

(e) to the best of the signatory's knowledge, no Event of Default has occurred and is continuing under the Agreement or any Supplemental Agreement thereto.

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

Upon the earlier of (i) 180 days from the delivery date of the Series 2024-A Bonds; or (ii) at such time as the Authority delivers to the Trustee written notice that all Costs of Issuance have been paid or otherwise notifies the Trustee in writing that no additional amounts from the Series 2024-A Costs of Issuance Fund will be needed to pay Costs of Issuance, the Trustee shall transfer all amounts then remaining in the Series 2024-A Costs of Issuance Fund to the Series 2024-A Bond Interest Subaccount and used to pay interest due on the Series 2024-A Bonds. At such time as no amounts remain in the Series 2024-A Costs of Issuance Fund, such fund shall be closed.

Section 5.02. Creation of Series 2024-A Bond Interest Subaccount in Bond Interest Account of the Debt Service Fund. There is hereby created within the Bond Interest Account of the Debt Service Fund a separate subaccount to be designated as the Series 2024-A Bond Interest Subaccount of the Bond Interest Account (the "Series 2024-A Bond Interest Subaccount"). Amounts in the Series 2024-A Bond Interest Subaccount will be disbursed to pay interest on the Series 2024-A Bonds pursuant to the Agreement and this Forty-First Supplemental Agreement.

Section 5.03. Creation of Series 2024-A Bond Principal Subaccount in Bond Principal Account of the Debt Service Fund. There is hereby created within the Bond Principal Account of the Debt Service Fund a separate subaccount to be designated as the Series 2024-A Bond Principal Subaccount of the Bond Principal Account (the "*Series 2024-A Bond Principal Subaccount*"). Amounts in the Series 2024-A Bond Principal Subaccount will be disbursed to pay the principal of the Series 2024-A Bonds pursuant to the Agreement and this Forty-First Supplemental Agreement.

Section 5.04. Series 2024-A Bonds Not Secured by Reserve Fund or Debt Service Reserve Fund. In accordance with Section 4.10 of the Agreement, neither a deposit to the Reserve Fund nor to a Debt Service Reserve Fund shall be required with respect to the Series 2024-A Bonds, and the Series 2024-A Bonds shall not be secured by the Reserve Fund or a Debt Service Reserve Fund.

ARTICLE VI

TAX COVENANTS

Section 6.01. Rebate Fund.

(a) The Authority hereby agrees that it will instruct the Trustee to establish and maintain a fund, if necessary, separate from any other fund established and maintained hereunder designated as the “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A Rebate Fund” (the “*Series 2024-A Rebate Fund*”), which will be funded if so required under the Tax Certificate and Section 6.02 hereof, and amounts in the Series 2024-A Rebate Fund will be held and disbursed in accordance with the terms and requirements of the Tax Certificate and Section 6.02 hereof. The Trustee shall not be required to create and establish the Series 2024-A Rebate Fund until the Authority gives written instruction to the Trustee to do so. Subject to the transfer provisions provided in paragraph (d) below, all money at any time deposited in the Series 2024-A Rebate Fund, if created, shall be held by the Trustee for the account of the Authority in trust, to the extent required to pay the Rebate Requirement, for payment to the federal government of the United States of America, and neither the Trustee nor any Owner of Series 2024-A Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Series 2024-A Rebate Fund shall be governed by this Forty-First Supplemental Agreement and by the Tax Certificate (which is incorporated herein by reference). The Authority hereby covenants to comply with the directions contained in the Tax Certificate and the Trustee hereby covenants to comply with all written instructions of the Authority delivered to the Trustee pursuant to the Tax Certificate (which instructions shall state the actual amounts to be deposited in or withdrawn from the Series 2024-A Rebate Fund and shall not require the Trustee to make any calculations with respect thereto). The Trustee shall be deemed conclusively to have complied with the provisions of this Section 6.01(a) if it follows such instructions of the Authority, and the Trustee shall have no liability or responsibility to enforce compliance by the Authority with the terms of the Tax Certificate nor to make computations in connection therewith.

(b) Amounts shall be deposited in the Series 2024-A Rebate Fund as provided in this Article VI and the Tax Certificate so that the balance of the amount on deposit thereto shall be equal to the Rebate Requirement. Computations of the Rebate Requirements shall be furnished by or on behalf of the Authority to the Trustee in accordance with the Tax Certificate and Section 6.02 hereof.

(c) The Trustee shall invest all amounts held in the Series 2024-A Rebate Fund pursuant to written instructions of the Authority in accordance with Article VI of the Agreement, and subject to the restrictions set forth in the Tax Certificate and Section 6.02 hereof.

(d) Upon receipt of the instructions required to be delivered to the Trustee by the Tax Certificate, the Trustee shall remit part or all of the balances in the Series 2024-A Rebate Fund to the federal government of the United States of America, as so directed. In

addition, if such instructions so direct, the Trustee will deposit moneys into or transfer moneys out of the Series 2024-A Rebate Fund from or into such accounts or funds. Any funds remaining in the Series 2024-A Rebate Fund after payment of all of the Series 2024-A Bonds and payment and satisfaction of the Rebate Requirements shall be withdrawn and remitted to the Authority in accordance with a request of the Authority.

(e) Notwithstanding any other provision of the Agreement and this Forty-First Supplemental Agreement, the obligation to pay the Rebate Requirements to the federal government of the United States of America and to comply with all other requirements of this Article VI and the Tax Certificate shall survive the defeasance or payment in full of the Series 2024-A Bonds. The Authority shall retain all records with respect to the calculations and instructions required by this Section 6.01 for at least four years after the date on which the last of the principal of and interest on the Series 2024-A Bonds has been paid.

Section 6.02. Tax Covenants. In order to maintain the exclusion from gross income of the interest on the Series 2024-A Bonds for federal income tax purposes, the Authority shall make all calculations relating to any rebate of excess investment earnings on the proceeds of the Series 2024-A Bonds due to the federal government of the United States in a reasonable and prudent fashion and shall segregate and set aside the lawfully available amounts such calculations indicate may be required to be paid to the federal government of the United States, and otherwise shall at all times do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “*Code*”). In furtherance of this covenant, the Authority agrees to comply with the Tax Certificate. The Trustee, by acceptance of its duties hereunder, agrees to comply with any instructions received from the Authority which the Authority indicates must be followed in order to comply with the Tax Certificate. The failure of the Authority to comply with the Tax Certificate, Section 6.01 hereof or this Section 6.02 shall be an Event of Default.

In the event that at any time the Authority is of the opinion that for purposes of this Section 6.02 it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee, the Authority shall so instruct the Trustee in writing, and the Trustee shall take such action as may be directed in accordance with such instructions.

Notwithstanding any provision of this Section 6.02 and Section 6.01 hereof, if the Authority shall receive an Opinion of Bond Counsel to the effect that any action required under this Section 6.02 and Section 6.01 hereof is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Series 2024-A Bonds pursuant to Section 103 of the Code, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Trustee's Agents. The Trustee or the Authority (with written notice to the Trustee) may from time to time appoint other banks, trust companies or other financial institutions to perform functions described in this Forty-First Supplemental Agreement. Such agents may include, but shall not be limited to, authenticating agents and paying agents. Any reference in this Forty-First Supplemental Agreement to the Trustee shall also refer to any agent appointed by the Trustee or the Authority to such duty in addition to the Trustee or shall, instead, refer only to any agent appointed by the Trustee or the Authority to perform such duty in place of the Trustee.

Section 7.02. Notices.

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Forty-First Supplemental Agreement or the Series 2024-A Bonds must be in writing except as expressly provided otherwise in this Forty-First Supplemental Agreement or the Series 2024-A Bonds.

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

to the Authority: Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Treasurer

to the Trustee: The Bank of New York Mellon Trust Company, N.A.
400 South Hope Street, Suite 500
Los Angeles, CA 90071
Attention: Corporate Trust Department

(c) The Trustee or Authority, as appropriate, shall give written notice to Moody's and S&P if at any time (i) payment of principal and interest on the Series 2024-A Bonds is accelerated pursuant to the provisions of Section 8.02 of the Agreement, (ii) a successor Trustee is appointed under the Agreement, or (iii) there is any amendment to the Agreement or this Forty-First Supplemental Agreement. Notice in the case of an event referred to in clause (iii) hereof shall include a copy of any such amendment. Notices sent to Moody's shall be addressed to Moody's Investors Service Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: Public Finance Department, and notices sent to S&P shall be addressed to S&P Global Ratings, 55 Water Street, New York, New York 10041, or to such other address as Moody's or S&P, respectively, shall supply to the Trustee.

Section 7.03. Investments. Notwithstanding anything to the contrary in the Agreement, any moneys held by the Trustee in the funds and accounts created under this Forty-First Supplemental Agreement may be invested (a) in any investments permitted by the California Government Code; and (b) in any investment agreement, deposit agreement or any such other similar agreement as approved by any Authorized Authority Representative.

Section 7.04. Compliance with Act of 1998. The Authority hereby covenants to comply with and to carry out the provisions of the Act of 1998.

Section 7.05. Continuing Disclosure. The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, dated the date of issuance and delivery of the Series 2024-A Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Forty-First Supplemental Agreement, failure of the Authority to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Bondholder may take such actions, as provided in the Continuing Disclosure Certificate, as may be necessary and appropriate to cause the Authority to comply with its obligations under the Continuing Disclosure Certificate.

Section 7.06. Limitation of Rights. Nothing expressed or implied in this Forty-First Supplemental Agreement or the Series 2024-A Bonds shall give any person other than the Trustee, the Authority and the Bondholders any right, remedy or claim under or with respect to this Forty-First Supplemental Agreement.

Section 7.07. Severability. If any provision of this Forty-First Supplemental Agreement shall be determined to be unenforceable, such determination shall not affect any other provision of this Forty-First Supplemental Agreement.

Section 7.08. Payments or Actions Occurring on Nonbusiness Days. If a payment date is not a Business Day at the place of payment or if any action required hereunder is required on a date that is not a Business Day, then payment may be made at that place on the next Business Day or such action may be taken on the next Business Day with the same effect as if payment were made on the action taken on the stated date, and no interest shall accrue for the intervening period.

Section 7.09. Governing Law. This Forty-First Supplemental Agreement shall be governed by and construed in accordance with the laws of the State.

Section 7.10. Captions. The captions in this Forty-First Supplemental Agreement are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Forty-First Supplemental Agreement.

Section 7.11. Counterparts. This Forty-First Supplemental Agreement may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

Section 7.12. Effectiveness of Remainder of Agreement. Except as otherwise amended herein, or in the Prior Supplemental Agreements, the Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Forty-First Supplemental Trust Agreement by their officers thereunto duly authorized as of the day and year first written above.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By _____
Treasurer

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Trustee

By _____
Authorized Officer

[Signature page to Forty-First Supplemental Trust Agreement]

EXHIBIT A

FORM OF SERIES 2024-A BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Los Angeles County Metropolitan Transportation Authority or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
PROPOSITION A FIRST TIER SENIOR SALES TAX REVENUE REFUNDING BOND
SERIES 2024-A**

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

No. R-_____ \$ _____

Interest Rate Per Annum	Maturity Date	Dated Date	CUSIP
_____ %	July 1, 20__	_____, 2024	54466H__

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ Dollars

The LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity, duly organized and existing under and pursuant to the laws of the State of California (the “Authority”), for value received, hereby promises to pay to the registered owner named above, or registered assigns, but solely from the sources hereinafter mentioned, on the Maturity Date specified above the Principal Amount shown above and to pay interest hereon, but solely from the sources hereinafter referred to, at the rate determined as herein provided (a) from the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid or duly provided for in full, or (b) from the last preceding Interest Payment Date to which interest has been paid or duly provided for in full (or from the Dated Date specified above if no interest hereon has been paid or duly provided for), or (c) from the next succeeding Interest Payment Date if the date of authentication is after the Record Date and before the next succeeding Interest Payment Date, in each case, until the principal hereof has been paid or duly provided for. Each January 1 and July 1, commencing [July 1, 2024] constitutes an Interest Payment Date. The interest due on any Series 2024-A Bond on any Interest Payment Date shall be paid to the Owner

of such Series 2024-A Bond as shown on the registration books kept by the Registrar as of the applicable Record Date. The principal of and interest on this Series 2024-A Bond may be paid in lawful money of the United States of America. The principal of this Series 2024-A Bond is payable to the registered owner hereof upon presentation and surrender hereof at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., as trustee (together with any successor as trustee under the Trust Agreement (as defined below), the “Trustee”), in Los Angeles, California, or such other place as designated by the Trustee.

This Bond is one of a duly authorized issue of Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A Bonds (the “Series 2024-A Bonds”). This Bond is issued pursuant to a Trust Agreement, dated as of July 1, 1986, by and between the Los Angeles County Transportation Commission, predecessor to the Authority, and the Trustee, formerly known as The Bank of New York Trust Company, N.A., successor to BNY Western Trust Company, as successor in interest to Wells Fargo Bank, N.A., as successor by merger to First Interstate Bank of California, providing for the issuance of the Bonds (as defined in the Trust Agreement), and a Forty-First Supplemental Trust Agreement, dated as of [April] 1, 2024 (the “Forty-First Supplemental Trust Agreement”), by and between the Authority and the Trustee, setting forth the terms and authorizing the issuance of the Series 2024-A Bonds (said Trust Agreement as amended and supplemented, including as supplemented by the Forty-First Supplemental Trust Agreement, being the “Trust Agreement”). Said authorized issue of Bonds is limited in aggregate principal amount as provided in the Trust Agreement, and consists of one series of varying denominations, dates, maturities, interest rates and other provisions, as in said Trust Agreement provided, all issued and to be issued pursuant to the provisions of Section 130500 et seq. of the California Public Utilities Code (the “Act”). Reference is hereby made to the Trust Agreement and to the Act for a description of the terms on which the Series 2024-A Bonds are issued, the provisions with regard to the nature and extent of the Pledged Revenues (as that term is defined in the Trust Agreement), and the rights of the registered owners of the Series 2024-A Bonds. All the terms of the Trust Agreement and the Act are hereby incorporated herein and constitute a contract between the Authority and the registered owner from time to time of this Bond, and to all the provisions thereof the registered owner of this Bond, by its acceptance hereof, consents and agrees.

The Bonds authorized and issued under the provisions of the Trust Agreement, including the Series 2024-A Bonds, are secured by a first lien on and pledge of Pledged Revenues and the Authority has granted such pledge and first lien on the Pledged Revenues to secure the Bonds, including the Series 2024-A Bonds. The Authority may issue additional Bonds on a parity with the Series 2024-A Bonds as provided in the Trust Agreement. The Authority may, as provided in the Trust Agreement, create or permit to be created a charge or lien on the Pledged Revenues ranking junior and subordinate to the charge or lien of the Bonds, including the Series 2024-A Bonds, issued pursuant to the Trust Agreement.

The Series 2024-A Bonds are limited obligations of the Authority and are payable, both as to principal and interest, solely from a first lien on and pledged of the Pledged Revenues and certain other amounts held by the Trustee under the Trust Agreement. Other than Pledged Revenues and such other amounts, the general fund of the Authority is not liable, and neither the credit nor taxing power of the Authority is not pledged, for the payment of the Series 2024-A Bonds or their interest.

This Bond shall be issued pursuant to a book-entry system administered by The Depository Trust Company (together with any successor thereto, "Securities Depository"). The book-entry system will evidence beneficial ownership of the Series 2024-A Bonds with transfers of ownership effected on the register held by the Securities Depository pursuant to rules and procedures established by the Securities Depository. So long as the book-entry system is in effect, transfer of principal, interest and premium payments, and provisions of notices or other communications, to Beneficial Owners of the Series 2024-A Bonds will be the responsibility of the Securities Depository as set forth in the Trust Agreement.

[The Series 2024-A Bonds are not subject to redemption prior to their stated maturities.]

This Bond is transferable or exchangeable for other Authorized Denominations upon surrender of this Bond at the corporate trust office of the Trustee in Los Angeles, California, or such other place as designated by the Trustee, accompanied by written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Authority and the Registrar, duly executed by the registered owner hereof or by his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender and cancellation of this Bond. Upon such transfer or exchange a new fully registered Series 2024-A Bond or Series 2024-A Bonds without coupons, of Authorized Denomination or Authorized Denominations, of the same series, tenor, maturity and interest rate for the same aggregate principal amount will be issued to the registered owner or transferee in exchange herefor.

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

The rights and obligations of the Authority and of the holders and registered owners of the Bonds, including the Series 2024-A Bonds, may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Trust Agreement, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of the Series 2024-A Bonds.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California, and that this Bond, together with all other indebtedness of the Authority pertaining to the Pledged Revenues, is within every debt and other limit prescribed by the Constitution and the statutes of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement or the Act.

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

Capitalized terms used in this Bond and not otherwise defined herein shall have the meanings given such terms in the Trust Agreement.

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

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By _____
Title: _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A Bonds of the Los Angeles County Metropolitan Transportation Authority described in the within mentioned Trust Agreement.

Dated: _____, 2024

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Trustee

By _____
Authorized Officer

FORM OF ASSIGNMENT

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

(Please insert Social Security or Identification Number of Transferee)

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

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

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

Dated:

Signature Guaranteed:

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

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

EXHIBIT B

DEBT SERVICE SCHEDULE

**Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-A**

Date	Principal	Interest	Total Principal and Interest
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EXHIBIT C

REFUNDED BONDS

**Refunded Series 2014-A Bonds
Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2014-A**

Maturity Date (July 1)	Principal to be Paid or Redeemed	Redemption Price	Payment Date/ Redemption Date
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**Refunded Series 2015-A Bonds
Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2015-A**

Maturity Date (July 1)	Principal to be Paid or Redeemed	Redemption Price	Payment Date/ Redemption Date
-----------------------------------	---	-----------------------------	--

EXHIBIT D

PRIOR OUTSTANDING SENIOR LIEN BONDS

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

“*Series 2012-A Bonds*” means the \$68,205,000 original principal amount of Bonds issued under the Agreement and the Thirty-Second Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2012-A.”

“*Series 2013-A Bonds*” means the \$248,395,000 original principal amount of Bonds issued under the Agreement and the Thirty-Third Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2013-A.”

“*Series 2014-A Bonds*” means the \$135,715,000 original principal amount of Bonds issued under the Agreement and the Thirty-Fifth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2014-A.”

“*Series 2015-A Bonds*” means the \$26,480,000 original principal amount of Bonds issued under the Agreement and the Thirty-Sixth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2015-A.”

“*Series 2016-A Bonds*” means the \$185,605,000 original principal amount of Bonds issued under the Agreement and the Thirty-Seventh Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2016-A.”

“*Series 2017-A Bonds*” means the \$471,395,000 original principal amount of Bonds issued under the Agreement and the Thirty-Eighth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Bonds, Series 2017-A (Green Bonds).”

“*Series 2017-B Bonds*” means the \$85,455,000 original principal amount of Bonds issued under the Agreement and the Thirty-Eighth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2017-B.”

“*Series 2018-A Bonds*” means the \$13,890,000 original principal amount of Bonds issued under the Agreement and the Thirty-Ninth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2018-A.”

“*Series 2019-A Bonds*” means the \$57,745,000 original principal amount of Bonds issued under the Agreement and the Fortieth Supplemental Agreement and designated as “Los Angeles

County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2019-A.”

EXHIBIT E

PRIOR SUPPLEMENTAL AGREEMENTS

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

“*First Supplemental Agreement*” means the First Supplemental Trust Agreement dated as of July 1, 1986, by and between the Authority and the Trustee.

“*Second Supplemental Agreement*” means the Second Supplemental Trust Agreement dated as of May 1, 1987, by and between the Authority and the Trustee.

“*Third Supplemental Agreement*” means the Third Supplemental Trust Agreement dated as of May 1, 1988, by and between the Authority and the Trustee.

“*Fourth Supplemental Agreement*” means the Fourth Supplemental Trust Agreement dated as of January 1, 1989, by and between the Authority and the Trustee.

“*Fifth Supplemental Agreement*” means the Fifth Supplemental Trust Agreement dated as of December 1, 1990, by and between the Authority and the Trustee.

“*Sixth Supplemental Agreement*” means the Sixth Supplemental Trust Agreement dated as of January 1, 1991, by and between the Authority and the Trustee.

“*Seventh Supplemental Agreement*” means the Seventh Supplemental Trust Agreement dated as of June 1, 1991, by and between the Authority and the Trustee.

“*Eighth Supplemental Agreement*” means the Eighth Supplemental Trust Agreement dated as of December 1, 1991, by and between the Authority and the Trustee.

“*Ninth Supplemental Agreement*” means the Ninth Supplemental Trust Agreement dated as of December 20, 1991, by and between the Authority and the Trustee.

“*Tenth Supplemental Agreement*” means the Tenth Supplemental Trust Agreement dated as of June 1, 1992, by and between the Authority and the Trustee.

“*Eleventh Supplemental Agreement*” means the Eleventh Supplemental Trust Agreement dated as of April 15, 1993, by and between the Authority and the Trustee.

“*Twelfth Supplemental Agreement*” means the Twelfth Supplemental Trust Agreement dated as of September 1, 1993, by and between the Authority and the Trustee.

“*Thirteenth Supplemental Agreement*” means the Thirteenth Supplemental Trust Agreement dated as of January 1, 1994, by and between the Authority and the Trustee.

“*Fourteenth Supplemental Agreement*” means the Fourteenth Supplemental Trust Agreement dated as of June 1, 1996, by and between the Authority and the Trustee.

“*Fifteenth Supplemental Agreement*” means the Fifteenth Supplemental Trust Agreement dated as of June 1, 1996, by and between the Authority and the Trustee.

“*Sixteenth Supplemental Agreement*” means the Sixteenth Supplemental Trust Agreement dated as of June 1, 1997, by and between the Authority and the Trustee.

“*Seventeenth Supplemental Agreement*” means the Seventeenth Supplemental Trust Agreement dated as of February 1, 1998, by and between the Authority and the Trustee, which includes certain amendments to the Fourteenth Supplemental Agreement, the Fifteenth Supplemental Agreement and the Sixteenth Supplemental Agreement.

“*Eighteenth Supplemental Agreement*” means the Eighteenth Supplemental Trust Agreement dated as of April 1, 1999, by and between the Authority and the Trustee.

“*Nineteenth Supplemental Agreement*” means the Nineteenth Supplemental Trust Agreement dated as of April 1, 1999, by and between the Authority and the Trustee.

“*Twentieth Supplemental Agreement*” means the Twentieth Supplemental Trust Agreement dated as of May 1, 1999, by and between the Authority and the Trustee.

“*Twenty-First Supplemental Agreement*” means the Twenty-First Supplemental Trust Agreement dated as of March 15, 2001, by and between the Authority and the Trustee.

“*Twenty-Second Supplemental Agreement*” means the Twenty-Second Supplemental Trust Agreement dated as of April 1, 2002, by and between the Authority and the Trustee.

“*Twenty-Third Supplemental Agreement*” means the Twenty-Third Supplemental Trust Agreement dated as of April 1, 2003, by and between the Authority and the Trustee.

“*Twenty-Fourth Supplemental Agreement*” means the Twenty-Fourth Supplemental Trust Agreement dated as of June 1, 2003, by and between the Authority and the Trustee.

“*Twenty-Fifth Supplemental Agreement*” means the Twenty-Fifth Supplemental Trust Agreement dated as of July 1, 2005, by and between the Authority and the Trustee.

“*Twenty-Sixth Supplemental Agreement*” means the Twenty-Sixth Supplemental Trust Agreement dated as of August 1, 2005, by and between the Authority and the Trustee.

“*Twenty-Seventh Supplemental Agreement*” means the Twenty-Seventh Supplemental Trust Agreement dated as of April 1, 2007, by and between the Authority and the Trustee.

“*Twenty-Eighth Supplemental Agreement (Pledge Agreement)*” means the Twenty-Eighth Supplemental Trust Agreement dated as of June 1, 2007, by and between the Authority and the Trustee.

“*Twenty-Eighth Supplemental Agreement (Series 2008-A/B)*” means the Amended and Restated Twenty-Eighth Supplemental Trust Agreement dated as of August 1, 2011, as amended,

by and between the Authority and the Trustee, which includes the terms of the Series 2008-B Bonds.

“Twenty-Ninth Supplemental Agreement” means the Twenty-Ninth Supplemental Trust Agreement dated as of October 1, 2009, by and between the Authority and the Trustee, which includes the terms of the Series 2009-A Bonds.

“Thirtieth Supplemental Agreement” means the Thirtieth Supplemental Trust Agreement dated as of August 1, 2011, by and between the Authority and the Trustee.

“Thirty-First Supplemental Agreement” means the Thirty-First Supplemental Trust Agreement dated as of October 1, 2011, by and between the Authority and the Trustee.

“Thirty-Second Supplemental Agreement” means the Thirty-Second Supplemental Trust Agreement dated as of August 1, 2012, by and between the Authority and the Trustee, which includes the terms of the Series 2012-A Bonds.

“Thirty-Third Supplemental Agreement” means the Thirty-Third Supplemental Trust Agreement dated as of April 1, 2013, by and between the Authority and the Trustee, which includes the terms of the Series 2013-A Bonds.

“Thirty-Fourth Supplemental Agreement” means the Thirty-Fourth Supplemental Trust Agreement dated as of July 28, 2014, by and between the Authority and the Trustee, which amends certain terms of the Twenty-Eighth Supplemental Agreement (Series 2008-A/B).

“Thirty-Fifth Supplemental Agreement” means the Thirty-Fifth Supplemental Trust Agreement dated as of December 1, 2014, by and between the Authority and the Trustee, which includes the terms of the Series 2014-A Bonds.

“Thirty-Sixth Supplemental Agreement” means the Thirty-Sixth Supplemental Trust Agreement dated as of April 1, 2015, by and between the Authority and the Trustee, which includes the terms of the Series 2015-A Bonds.

“Thirty-Seventh Supplemental Agreement” means the Thirty-Seventh Supplemental Trust Agreement dated as of March 1, 2016, by and between the Authority and the Trustee, which includes the terms of the Series 2016-A Bonds.

“Thirty-Eighth Supplemental Agreement” means the Thirty-Eighth Supplemental Trust Agreement dated as of October 1, 2017, by and between the Authority and the Trustee, which includes the terms of the Series 2017-A Bonds and the Series 2017-B Bonds.

“Thirty-Ninth Supplemental Agreement” means the Thirty-Ninth Supplemental Trust Agreement dated as of April 1, 2018, by and between the Authority and the Trustee, which includes the terms of the Series 2018-A Bonds.

“Fortieth Supplemental Agreement” means the Fortieth Supplemental Trust Agreement dated as of April 1, 2019, by and between the Authority and the Trustee, which includes the terms of the Series 2019-A Bonds.

FORTY-SECOND SUPPLEMENTAL TRUST AGREEMENT

by and between

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

relating to:

§ _____
Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-B (Federally Taxable)

Dated as of [April] 1, 2024

(Supplemental to the Trust Agreement dated as of July 1, 1986, as amended and supplemented)

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FORTY-SECOND SUPPLEMENTAL TRUST AGREEMENT

providing for

\$ _____

Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-B (Federally Taxable)

THIS FORTY-SECOND SUPPLEMENTAL TRUST AGREEMENT (this “*Forty-Second Supplemental Agreement*”) dated as of [April] 1, 2024 is made by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY** (the “*Authority*”), the successor agency to the Southern California Rapid Transit District (the “*District*”) and **THE LOS ANGELES COUNTY TRANSPORTATION COMMISSION** (the “*Commission*”), duly organized and existing pursuant to Chapter 2, Division 12 of the California Public Utilities Code (commencing with Section 130050.2) (the “*Authority Act*”), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association organized and existing under the laws of the United States of America, as trustee (the “*Trustee*”), and supplements that Trust Agreement dated as of July 1, 1986, as heretofore amended and supplemented, which is by and between the Commission and First Interstate Bank of California, predecessor in interest to the Trustee (the “*Agreement*”);

W I T N E S S E T H :

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

WHEREAS, Sections 2.09 and 2.10 of the Agreement provide for the issuance of Bonds, including Refunding Bonds, and Section 10.02 of the Agreement provides for the execution and delivery of a Supplemental Agreement; and

WHEREAS, the Authority previously issued its Second Subordinate Sales Tax Revenue Commercial Paper Notes, Series A-T-BANA (the “*Taxable Notes*”), which are currently outstanding in the aggregate principal amount of \$ _____, and which were issued in accordance with the Subordinate Trust Agreement (as hereinafter defined); and

WHEREAS, the Authority now for the purposes of refinancing [all][a portion] of the outstanding Taxable Notes (the “*Refinanced Taxable Notes*”) by execution and delivery of this Forty-Second Supplemental Agreement and in compliance with the provisions of the Agreement, sets forth the terms of its \$ _____ Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-B (Federally Taxable) (the “*Series 2024-B Bonds*”), provides for the deposit and use of the proceeds of the Series 2024-B Bonds and makes other provisions relating to the Series 2024-B Bonds;

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

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following definitions shall apply to terms used in this Forty-Second Supplemental Agreement unless the context clearly requires otherwise. Capitalized terms not otherwise defined in this Section 1.01 or elsewhere in this Forty-Second Supplemental Agreement shall have the same meanings as set forth in the Agreement.

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

“*Agreement*” means the Trust Agreement dated as of July 1, 1986, between the Authority and the Trustee under which the Series 2024-B Bonds are authorized and secured, together with all amendments and supplements thereto.

“*Authorized Denominations*” means, with respect to the Series 2024-B Bonds, \$5,000 or any integral multiple thereof.

“*Beneficial Owner*” means, whenever used with respect to a Series 2024-B Bond, the person in whose name such Series 2024-B Bond is recorded as the beneficial owner of such Series 2024-B Bond by a Participant on the records of such Participant or such person’s subrogee.

“*Book-Entry Bonds*” means the Series 2024-B Bonds held by DTC (or its nominee) as the registered owner thereof pursuant to the terms and provisions of Section 3.02 hereof.

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

“*Continuing Disclosure Certificate*” means the Continuing Disclosure Certificate, dated _____, 2024, entered into by the Authority in order to assist the underwriters of the Series 2024-B Bonds in complying with Securities and Exchange Commission Rule 15c2-12.

“*Costs of Issuance*” means all costs and expenses incurred by the Authority in connection with the issuance of the Series 2024-B Bonds, including, but not limited to, costs and expenses of printing and copying documents and the Series 2024-B Bonds and the fees, costs and expenses of rating agencies, the Trustee, bond counsel, disclosure counsel, verification agents, accountants, municipal advisors and other consultants and the premium for the reserve fund surety bond insurance, if any.

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

“*Forty-Second Supplemental Agreement*” means this Forty-Second Supplemental Trust Agreement, dated as of [April] 1, 2024, by and between the Authority and the Trustee, which includes the terms of the Series 2024-B Bonds.

“*Holder*” or “*Bondholder*” or “*Owner*” means the registered owner of any Series 2024-B Bond, including DTC or its nominee as the sole registered owner of Book-Entry Bonds.

“*Interest Payment Date*” means each January 1 and July 1, commencing [July 1, 2024], the dates upon which interest on the Series 2024-B Bonds is due and payable.

“*Moody’s*” means Moody’s Investors Service Inc., its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a nationally recognized statistical rating organization, “*Moody’s*” shall be deemed to refer to any other nationally recognized statistical rating organization designated by the Authority, other than S&P.

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

“*Outstanding*” means, when used with reference to Series 2024-B Bonds, all Series 2024-B Bonds which have been authenticated and delivered by the Trustee under the Agreement and this Forty-Second Supplemental Agreement, except:

- (a) Series 2024-B Bonds cancelled or purchased by the Trustee for cancellation or delivered to or acquired by the Trustee for cancellation and, in all cases, with the intent to extinguish the debt represented thereby;
- (b) Series 2024-B Bonds deemed to be paid in accordance with Article VII of the Agreement;
- (c) Series 2024-B Bonds in lieu of which other Series 2024-B Bonds have been authenticated under Sections 2.05 and 2.06 of the Agreement;
- (d) Series 2024-B Bonds that have become due (at maturity, acceleration or otherwise) and for the payment of which sufficient moneys, including interest accrued to the due date, are held by the Trustee or a Paying Agent; and
- (e) for purposes of any consent or other action to be taken by the holders of a specified percentage of Series 2024-B Bonds under the Agreement, any Series 2024-B Bonds held by or for the account of the Authority or by any person controlling, controlled by or under common control with the Authority, unless such Series 2024-B Bonds are pledged to secure a debt to an unrelated party, in which case such Series 2024-B Bonds shall, for purposes of consents and other Bondholder action, be deemed to be outstanding and owned by the party to which such Series 2024-B Bonds are pledged.

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

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

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

“*Record Date*” means a Regular Record Date or a Special Record Date.

“*Refinanced Taxable Notes*” means the Authority’s Second Subordinate Sales Tax Revenue Commercial Paper Notes, Series A-T-BANA in the aggregate principal amount of \$ _____ refinanced with the proceeds of the Series 2024-B Bonds.

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

“*Regular Record Date*” means for a January 1 Interest Payment Date the immediately preceding December 15, and for a July 1 Interest Payment Date the immediately preceding June 15, whether or not a Business Day

“*Representation Letter*” means the Blanket Letter of Representations from the Authority to DTC.

“*Reserve Fund*” has the meaning provided for such term in the Agreement.

“*S&P*” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, its successors and assigns, and, if such company shall for any reason no longer perform the functions of a nationally recognized statistical rating organization, “S&P” shall be deemed to refer to any other nationally recognized statistical rating organization designated by the Authority, other than Moody’s.

“*Securities Depositories*” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Telephone: (212) 855-1000, Facsimile: (212) 855-7320, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Authority may designate in a certificate of the Authority delivered to the Trustee.

“*Series 2024-B Bond Interest Subaccount*” means the subaccount of that name established within the Bond Interest Account of the Debt Service Fund pursuant to Section 5.02 hereof.

“*Series 2024-B Bond Principal Subaccount*” means the subaccount of that name established within the Bond Principal Account of the Debt Service Fund pursuant to Section 5.03 hereof.

“*Series 2024-B Bonds*” means the \$ _____ original principal amount of Bonds issued under the Agreement and this Forty-Second Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-B (Federally Taxable).”

“*Series 2024-B Costs of Issuance Fund*” means the fund of that name established under and pursuant to Section 5.01 hereof.

“*Special Record Date*” means the date and time established by the Trustee for determination of which Owner shall be entitled to receive overdue interest on the Series 2024-B Bonds pursuant to Section 2.03(b)(iii) hereof.

“*Subordinate Trust Agreement*” means the Subordinate Trust Agreement, dated as of January 1, 1991, by and between the Authority and the Subordinate Trustee, as amended and supplemented.

“*Subordinate Trustee*” means U.S. Bank Trust Company, National Association, as trustee under the Subordinate Trust Agreement.

“*Trustee*” means The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A., as successor to BNY Western Trust Company, as successor in interest to Wells Fargo Bank, N.A. as successor by merger to First Interstate Bank of California, as trustee under the Agreement, and its successors.

Section 1.02. Article and Section References. Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this Forty-Second Supplemental Agreement.

Section 1.03. Interpretation of “Commission.” From and after April 1, 1993, all references to “Commission” in the Agreement, excepting any such reference in the Eleventh Supplemental Agreement and the Twelfth Supplemental Agreement, shall be deemed to refer to the Authority and all references to the Los Angeles County Transportation Commission, excepting any such reference in the Eleventh Supplemental Agreement and the Twelfth Supplemental Agreement, shall be deemed to refer to the Los Angeles County Metropolitan Transportation Authority, unless the context indicates otherwise.

ARTICLE II

THE SERIES 2024-B BONDS

Section 2.01. Designation of Series 2024-B Bonds; Principal Amount; Purpose of Issue. The Series 2024-B Bonds authorized to be issued under the Agreement and this Forty-Second Supplemental Agreement shall be designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-B (Federally Taxable),” and issued in the original principal amount of \$_____.

The Series 2024-B Bonds are being issued for the purposes of providing funds to refinance the Refinanced Taxable Notes.

Section 2.02. Series 2024-B Bonds Under the Agreement; Security; Parity; Form of Bonds.

(a) The Series 2024-B Bonds are issued under and subject to the terms of the Agreement and are secured by and payable from the Pledged Revenues in accordance with the terms of the Agreement. The Series 2024-B Bonds are payable under the Agreement from the Pledged Revenues on a parity with the Prior Outstanding Senior Lien Bonds.

(b) The Series 2024-B Bonds shall be issued in registered form only in Authorized Denominations and shall be numbered in such manner as the Trustee determines. The Series 2024-B Bonds shall be in substantially the form set forth in Exhibit A hereto, which form is incorporated herein by reference.

(c) Interest on the Series 2024-B Bonds shall be paid on each Interest Payment Date and shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

(d) The Series 2024-B Bonds shall, upon initial issuance, be dated _____, 2024 and shall mature on the dates and in the amounts and bear interest at the annual rates set forth in the following schedule.

<u>July 1 of the Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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Section 2.03. Payments of Principal and Interest; Persons Entitled Thereto.

(a) The principal of each Series 2024-B Bond shall be payable when due, upon surrender of such Series 2024-B Bond to the Trustee at its principal office, or such other place as designated by the Trustee, by check, provided that any Owner of \$1,000,000 or more in aggregate principal amount of the Series 2024-B Bonds may, upon written request given to the Trustee at least 15 days prior to the maturity date designating an account in a domestic bank, be paid by wire transfer of immediately available funds; provided further, however, that while the Series 2024-B Bonds are Book-Entry Bonds, payment of principal of the Book-Entry Bonds shall be made as provided in Section 3.02 hereof. Such payments shall be made to the Owner of the Series 2024-B Bond so surrendered, as shown on the registration books maintained by the Registrar on the date of payment.

(b) (i) Each Series 2024-B Bond shall bear interest (A) from the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid or duly provided for in full, or (B) from the last preceding Interest Payment Date to which interest has been paid or duly provided for in full (or from _____, 2024, if no

interest thereon has been paid or duly provided for), or (C) from the next succeeding Interest Payment Date if the date of authentication is after the Record Date and before the next succeeding Interest Payment Date.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any Series 2024-B Bond on any Interest Payment Date shall be paid to the Owner of such Series 2024-B Bond as shown on the registration books kept by the Registrar as of the Regular Record Date.

(iii) If the available funds under this Forty-Second Supplemental Agreement are insufficient on any Interest Payment Date to pay the interest then due, the Regular Record Date shall no longer be applicable with respect to the Series 2024-B Bonds. If funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a “*Special Record Date*” (which shall be a Business Day) for determining the Owners entitled to such payments. Notice of such date so established shall be sent by Mail by the Trustee to each Owner at least ten days prior to the Special Record Date, but not more than 30 days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Owners, as shown on the registration books kept by the Registrar as of the close of business on the Special Record Date.

(iv) All payments of interest on the Series 2024-B Bonds shall be paid to the persons entitled thereto pursuant to subsection (b)(ii) above by check and sent by mail on the Interest Payment Date, provided that any Owner of \$1,000,000 or more in aggregate principal amount of the Series 2024-B Bonds may, upon written request given to the Trustee at least 15 days prior to an Interest Payment Date designating an account in a domestic bank, be paid by wire transfer of immediately available funds; provided, however, that while the Series 2024-B Bonds are Book-Entry Bonds, payment of interest on Book-Entry Bonds shall be made as provided in Section 3.02 hereof.

(c) The debt service schedule for the Series 2024-B Bonds is attached hereto as Exhibit B.

Section 2.04. Redemption of Series 2024-B Bonds. [TO COME]

ARTICLE III

EXCHANGE OF SERIES 2024-B BONDS; BOOK-ENTRY BONDS

Section 3.01. Exchange of Series 2024-B Bonds. Subject to Section 3.02 hereof, Series 2024-B Bonds which are delivered to the Registrar for exchange may be exchanged for an equal total principal amount of Series 2024-B Bonds of the same maturity and tenor. The Trustee shall require the payment by the Holder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise

of such privilege. The cost of printing the Series 2024-B Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the Authority.

The Registrar will not, however, be required to exchange any such Series 2024-B Bond during the period beginning at the close of business on a Record Date and ending on an Interest Payment Date.

The Holder requesting such exchange shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 3.02. Book-Entry Bonds.

(a) Except as provided in Section 3.02(c), the registered owner of all of the Series 2024-B Bonds shall be DTC and the Series 2024-B Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of principal of and interest on any Series 2024-B Bonds registered in the name of Cede & Co. shall be made by wire transfer of New York clearing house or equivalent next day funds or by wire transfer of same day funds to the account of Cede & Co. at the address indicated on the regular Record Date or special record date for Cede & Co. in the resignation books of the Registrar.

(b) The Series 2024-B Bonds shall be initially issued in the form of separate single authenticated fully registered certificates for each separate stated maturity of the Series 2024-B Bonds. Upon initial issuance, the ownership of such Series 2024-B Bonds shall be registered in the registration books of the Registrar in the name of Cede & Co., as nominee of DTC. The Trustee, the Registrar and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2024-B Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2024-B Bonds, giving any notice permitted or required to be given to Bondholders under the Agreement or this Forty-Second Supplemental Agreement, registering the transfer of Series 2024-B Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Trustee, the Registrar nor the Authority shall be affected by any notice to the contrary. Neither the Trustee, the Registrar nor the Authority shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2024-B Bonds under or through DTC or any Participant, or any other person which is not shown on the registration books as being a Bondholder, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal of or interest on the Series 2024-B Bonds; any notice which is permitted or required to be given to Bondholders under the Agreement; any consent given or other action taken by DTC as Bondholder; or any other purpose. The Trustee shall pay all principal of and interest on the Series 2024-B Bonds only to or “upon the order of” DTC (as that term is used in the Uniform Commercial Code as adopted in the State of California), and all such payments shall be valid and effective to fully satisfy and discharge the Authority’s obligations with respect to the principal of and interest on the Series 2024-B

Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2024-B Bond evidencing the obligation of the Authority to make payments of principal and interest pursuant to the Agreement. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the word “Cede & Co.” in this Forty-Second Supplemental Agreement shall refer to such new nominee of DTC.

(c) In the event the Authority determines that it is in the best interest of the Beneficial Owners that they be able to obtain bond certificates, and notifies DTC, the Trustee and the Registrar of such determination, then DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the Trustee shall authenticate and the Registrar shall transfer and exchange bond certificates as requested by DTC and any other Bondholders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series 2024-B Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Authority and the Trustee shall be obligated to deliver bond certificates as described in this Forty-Second Supplemental Agreement. In the event Bond certificates are issued, the provisions of the Agreement and this Forty-Second Supplemental Agreement shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2024-B Bonds to any Participant having Series 2024-B Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2024-B Bonds.

(d) Notwithstanding any other provision of the Agreement and this Forty-Second Supplemental Agreement to the contrary, so long as any Series 2024-B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on such Series 2024-B Bond and all notices with respect to such Series 2024-B Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

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

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO: THE PAYMENT BY DTC, ANY

PARTICIPANT OR ANY INDIRECT PARTICIPANT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2024-B BONDS; THE PROVIDING OF NOTICE TO PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS; THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY PARTICIPANT OR ANY INDIRECT PARTICIPANT; OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS OWNER OF THE SERIES 2024-B BONDS.

In connection with any proposed transfer outside the book-entry system, the Authority or DTC shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 3.03. Transfers Outside Book-Entry System. In the event (a) the Securities Depository determines not to continue to act as securities depository for the Series 2024-B Bonds, or (b) the Authority determines that the Securities Depository shall no longer so act, and delivers a written certificate to the Trustee and the Securities Depository to that effect, then the Authority will discontinue the book-entry system with the Securities Depository. If the Authority determines to replace the Securities Depository with another qualified securities depository, the Authority shall prepare or direct the preparation of a new, single, separate, fully registered certificate for each of the maturities and interest rates of the Series 2024-B Bonds, registered in the name of such successor or substitute qualified securities depository or its nominee or make such other arrangement acceptable to the Authority and the Securities Depository as are not inconsistent with the terms of the Agreement or this Forty-Second Supplemental Agreement. If the Authority fails to identify another qualified securities depository to replace the Securities Depository, then the Series 2024-B Bonds shall no longer be restricted to being registered in the Register in the name of the nominee, but shall be registered in such authorized denominations and names as the Securities Depository shall designate in accordance with the provisions of this Article III.

Section 3.04. Bond Register. The Trustee shall keep or cause to be kept at its corporate trust office in Los Angeles, California, or such other place as designated by the Trustee, sufficient books for the registration of, and registration of transfer of, the Series 2024-B Bonds, which Bond Register shall at all times during regular business hours be open to inspection by the Authority. Upon presentation for registration of transfer, the Trustee shall, as provided herein and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Series 2024-B Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such Bond Register.

ARTICLE IV

APPLICATION OF PROCEEDS AND PAYMENT OF SERIES 2024-B BONDS

Section 4.01. Series 2024-B Bonds; Application of Proceeds.

(a) The proceeds of the sale of the Series 2024-B Bonds received by the Trustee on the date of delivery of the Series 2024-B Bonds in the amount of \$ _____ (such

amount representing the par amount of the Series 2024-B Bonds of \$ _____ less an underwriters' discount in the amount of \$ _____) shall be transferred or deposited as follows:

(i) \$ _____ shall be transferred to the Subordinate Trustee to pay the principal of and interest on the Refinanced Taxable Notes; and

(ii) \$ _____ shall be deposited into the Series 2024-B Costs of Issuance Fund.

(b) The Trustee may, in its discretion, establish a temporary fund or account on its books and records to facilitate such transfers.

Section 4.02. Sources of Payment of Series 2024-B Bonds. The Series 2024-B Bonds shall be secured by a parity lien on, and are payable from, the Pledged Revenues as provided in the Agreement. The Authority may, but is not obligated to, provide for payment of principal of and interest on the Series 2024-B Bonds from any other source or from any other funds of the Authority.

ARTICLE V

CREATION OF FUNDS, ACCOUNTS AND SUBACCOUNTS; USE OF DEBT SERVICE FUND; SERIES 2024-B BONDS NOT SECURED BY RESERVE FUND OR A DEBT SERVICE RESERVE FUND

Section 5.01. Creation of Series 2024-B Costs of Issuance Fund, Payment of Costs of Issuance. There is hereby created the “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-B Costs of Issuance Fund” (the “*Series 2024-B Costs of Issuance Fund*”), which shall be held by the Trustee as provided in the Agreement and this Forty-First Supplemental Agreement, and all moneys and securities in such fund shall be pledged to secure the Series 2024-B Bonds. As provided in Sections 4.01(a)(ii) hereof, at the time of issuance of the Series 2024-B Bonds, a portion of the proceeds of the Series 2024-B Bonds shall be deposited into the Series 2024-B Costs of Issuance Fund. Funds on deposit in the Series 2024-B Costs of Issuance Fund shall be used to pay or to reimburse the Authority for the payment of Costs of Issuance. Amounts in the Series 2024-B Costs of Issuance Fund shall be disbursed by the Trustee upon written requisition executed by an Authorized Authority Representative. Each such requisition shall state:

(a) the requisition number;

(b) the amount to be paid to the Authority or to its designee and the method of payment;

(c) that each item to be paid with the requisitioned funds represents either incurred or due and payable Costs of Issuance which constitute costs of the Project as permitted by the Act;

(d) that such Costs of Issuance have not been paid from other funds withdrawn from the Series 2024-B Costs of Issuance Fund; and

(e) to the best of the signatory's knowledge, no Event of Default has occurred and is continuing under the Agreement or any Supplemental Agreement thereto.

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

Upon the earlier of (i) 180 days from the delivery date of the Series 2024-B Bonds; or (ii) at such time as the Authority delivers to the Trustee written notice that all Costs of Issuance have been paid or otherwise notifies the Trustee in writing that no additional amounts from the Series 2024-B Costs of Issuance Fund will be needed to pay Costs of Issuance, the Trustee shall transfer all amounts then remaining in the Series 2024-B Costs of Issuance Fund to the Series 2024-B Bond Interest Subaccount and used to pay interest due on the Series 2024-B Bonds. At such time as no amounts remain in the Series 2024-B Costs of Issuance Fund, such fund shall be closed. Creation of Series 2024-B Bond Interest Subaccount in Bond Interest Account of the Debt Service Fund There is hereby created within the Bond Interest Account of the Debt Service Fund a separate subaccount to be designated as the Series 2024-B Bond Interest Subaccount of the Bond Interest Account (the "***Series 2024-B Bond Interest Subaccount***"). Amounts in the Series 2024-B Bond Interest Subaccount will be disbursed to pay interest on the Series 2024-B Bonds pursuant to the Agreement and this Forty-Second Supplemental Agreement.

Section 5.02. Creation of Series 2024-B Bond Principal Subaccount in Bond Principal Account of the Debt Service Fund. There is hereby created within the Bond Principal Account of the Debt Service Fund a separate subaccount to be designated as the Series 2024-B Bond Principal Subaccount of the Bond Principal Account (the "***Series 2024-B Bond Principal Subaccount***"). Amounts in the Series 2024-B Bond Principal Subaccount will be disbursed to pay the principal of the Series 2024-B Bonds pursuant to the Agreement and this Forty-Second Supplemental Agreement.

Section 5.03. Series 2024-B Bonds Not Secured by Reserve Fund or Debt Service Reserve Fund. In accordance with Section 4.10 of the Agreement, neither a deposit to the Reserve Fund nor to a Debt Service Reserve Fund shall be required with respect to the Series 2024-B Bonds, and the Series 2024-B Bonds shall not be secured by the Reserve Fund or a Debt Service Reserve Fund.

ARTICLE VI

[RESERVED]

ARTICLE VII

MISCELLANEOUS

Section 7.01. Trustee's Agents. The Trustee or the Authority (with written notice to the Trustee) may from time to time appoint other banks, trust companies or other financial institutions to perform functions described in this Forty-Second Supplemental Agreement. Such agents may include, but shall not be limited to, authenticating agents and paying agents. Any reference in this Forty-Second Supplemental Agreement to the Trustee shall also refer to any agent appointed by the Trustee or the Authority to such duty in addition to the Trustee or shall, instead, refer only to any agent appointed by the Trustee or the Authority to perform such duty in place of the Trustee.

Section 7.02. Notices.

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Forty-Second Supplemental Agreement or the Series 2024-B Bonds must be in writing except as expressly provided otherwise in this Forty-Second Supplemental Agreement or the Series 2024-B Bonds.

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

to the Authority: Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Treasurer

to the Trustee: The Bank of New York Mellon Trust Company, N.A.
400 South Hope Street, Suite 500
Los Angeles, CA 90071
Attention: Corporate Trust Department

(c) The Trustee or Authority, as appropriate, shall give written notice to Moody's and S&P if at any time (i) payment of principal and interest on the Series 2024-B Bonds is accelerated pursuant to the provisions of Section 8.02 of the Agreement, (ii) a successor Trustee is appointed under the Agreement, or (iii) there is any amendment to the Agreement or this Forty-Second Supplemental Agreement. Notice in the case of an event referred to in clause (iii) hereof shall include a copy of any such amendment. Notices sent to Moody's shall be addressed to Moody's Investors Service Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: Public Finance Department, and notices sent to S&P shall be addressed to S&P Global Ratings, 55 Water Street, New York, New York 10041, or to such other address as Moody's or S&P, respectively, shall supply to the Trustee.

Section 7.03. Investments. Notwithstanding anything to the contrary in the Agreement, any moneys held by the Trustee in the funds and accounts created under this Forty-Second Supplemental Agreement may be invested (a) in any investments permitted by the California Government Code; and (b) in any investment agreement, deposit agreement or any such other similar agreement as approved by any Authorized Authority Representative.

Section 7.04. Compliance with Act of 1998. The Authority hereby covenants to comply with and to carry out the provisions of the Act of 1998.

Section 7.05. Continuing Disclosure. The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, dated the date of issuance and delivery of the Series 2024-B Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Forty-Second Supplemental Agreement, failure of the Authority to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Bondholder may take such actions, as provided in the Continuing Disclosure Certificate, as may be necessary and appropriate to cause the Authority to comply with its obligations under the Continuing Disclosure Certificate.

Section 7.06. Limitation of Rights. Nothing expressed or implied in this Forty-Second Supplemental Agreement or the Series 2024-B Bonds shall give any person other than the Trustee, the Authority and the Bondholders any right, remedy or claim under or with respect to this Forty-Second Supplemental Agreement.

Section 7.07. Severability. If any provision of this Forty-Second Supplemental Agreement shall be determined to be unenforceable, such determination shall not affect any other provision of this Forty-Second Supplemental Agreement.

Section 7.08. Payments or Actions Occurring on Nonbusiness Days. If a payment date is not a Business Day at the place of payment or if any action required hereunder is required on a date that is not a Business Day, then payment may be made at that place on the next Business Day or such action may be taken on the next Business Day with the same effect as if payment were made on the action taken on the stated date, and no interest shall accrue for the intervening period.

Section 7.09. Governing Law. This Forty-Second Supplemental Agreement shall be governed by and construed in accordance with the laws of the State.

Section 7.10. Captions. The captions in this Forty-Second Supplemental Agreement are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Forty-Second Supplemental Agreement.

Section 7.11. Counterparts. This Forty-Second Supplemental Agreement may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

Section 7.12. Effectiveness of Remainder of Agreement. Except as otherwise amended herein, or in the Prior Supplemental Agreements, the Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Forty-Second Supplemental Trust Agreement by their officers thereunto duly authorized as of the day and year first written above.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By _____
Treasurer

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Trustee

By _____
Authorized Officer

[Signature page to Forty-Second Supplemental Trust Agreement]

EXHIBIT A

FORM OF SERIES 2024-B BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Los Angeles County Metropolitan Transportation Authority or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
PROPOSITION A FIRST TIER SENIOR SALES TAX REVENUE REFUNDING BOND
SERIES 2024-B (FEDERALLY TAXABLE)**

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

No. R-_____ \$_____

Interest Rate Per Annum	Maturity Date	Dated Date	CUSIP
_____ %	July 1, 20__	_____, 2024	54466H__

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ Dollars

The LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity, duly organized and existing under and pursuant to the laws of the State of California (the “Authority”), for value received, hereby promises to pay to the registered owner named above, or registered assigns, but solely from the sources hereinafter mentioned, on the Maturity Date specified above the Principal Amount shown above and to pay interest hereon, but solely from the sources hereinafter referred to, at the rate determined as herein provided (a) from the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid or duly provided for in full, or (b) from the last preceding Interest Payment Date to which interest has been paid or duly provided for in full (or from the Dated Date specified above if no interest hereon has been paid or duly provided for), or (c) from the next succeeding Interest Payment Date if the date of authentication is after the Record Date and before the next succeeding Interest Payment Date, in each case, until the principal hereof has been paid or duly provided for. Each January 1 and July 1, commencing [July 1, 2024] constitutes an Interest Payment Date. The interest due on any Series 2024-B Bond on any Interest Payment Date shall be paid to the Owner

of such Series 2024-B Bond as shown on the registration books kept by the Registrar as of the applicable Record Date. The principal of and interest on this Series 2024-B Bond may be paid in lawful money of the United States of America. The principal of this Series 2024-B Bond is payable to the registered owner hereof upon presentation and surrender hereof at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., as trustee (together with any successor as trustee under the Trust Agreement (as defined below), the “Trustee”), in Los Angeles, California, or such other place as designated by the Trustee.

This Bond is one of a duly authorized issue of Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-B (Federally Taxable) (the “Series 2024-B Bonds”). This Bond is issued pursuant to a Trust Agreement, dated as of July 1, 1986, by and between the Los Angeles County Transportation Commission, predecessor to the Authority, and the Trustee, formerly known as The Bank of New York Trust Company, N.A., successor to BNY Western Trust Company, as successor in interest to Wells Fargo Bank, N.A., as successor by merger to First Interstate Bank of California, providing for the issuance of the Bonds (as defined in the Trust Agreement), and a Forty-Second Supplemental Trust Agreement, dated as of [April] 1, 2024 (the “Forty-Second Supplemental Trust Agreement”), by and between the Authority and the Trustee, setting forth the terms and authorizing the issuance of the Series 2024-B Bonds (said Trust Agreement as amended and supplemented, including as supplemented by the Forty-Second Supplemental Trust Agreement, being the “Trust Agreement”). Said authorized issue of Bonds is limited in aggregate principal amount as provided in the Trust Agreement, and consists of one series of varying denominations, dates, maturities, interest rates and other provisions, as in said Trust Agreement provided, all issued and to be issued pursuant to the provisions of Section 130500 *et seq.* of the California Public Utilities Code (the “Act”). Reference is hereby made to the Trust Agreement and to the Act for a description of the terms on which the Series 2024-B Bonds are issued, the provisions with regard to the nature and extent of the Pledged Revenues (as that term is defined in the Trust Agreement), and the rights of the registered owners of the Series 2024-B Bonds. All the terms of the Trust Agreement and the Act are hereby incorporated herein and constitute a contract between the Authority and the registered owner from time to time of this Bond, and to all the provisions thereof the registered owner of this Bond, by its acceptance hereof, consents and agrees.

The Bonds authorized and issued under the provisions of the Trust Agreement, including the Series 2024-B Bonds, are secured by a first lien on and pledge of Pledged Revenues and the Authority has granted such pledge and first lien on the Pledged Revenues to secure the Bonds, including the Series 2024-B Bonds. The Authority may issue additional Bonds on a parity with the Series 2024-B Bonds as provided in the Trust Agreement. The Authority may, as provided in the Trust Agreement, create or permit to be created a charge or lien on the Pledged Revenues ranking junior and subordinate to the charge or lien of the Bonds, including the Series 2024-B Bonds, issued pursuant to the Trust Agreement.

The Series 2024-B Bonds are limited obligations of the Authority and are payable, both as to principal and interest, solely from a first lien on and pledged of the Pledged Revenues and certain other amounts held by the Trustee under the Trust Agreement. Other than Pledged Revenues and such other amounts, the general fund of the Authority is not liable, and neither the credit nor taxing power of the Authority is not pledged, for the payment of the Series 2024-B Bonds or their interest.

This Bond shall be issued pursuant to a book-entry system administered by The Depository Trust Company (together with any successor thereto, “Securities Depository”). The book-entry system will evidence beneficial ownership of the Series 2024-B Bonds with transfers of ownership effected on the register held by the Securities Depository pursuant to rules and procedures established by the Securities Depository. So long as the book-entry system is in effect, transfer of principal, interest and premium payments, and provisions of notices or other communications, to Beneficial Owners of the Series 2024-B Bonds will be the responsibility of the Securities Depository as set forth in the Trust Agreement.

The Series 2024-B Bonds are subject to redemption prior to their stated maturities [TO COME].

This Bond is transferable or exchangeable for other Authorized Denominations upon surrender of this Bond at the corporate trust office of the Trustee in Los Angeles, California, or such other place as designated by the Trustee, accompanied by written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Authority and the Registrar, duly executed by the registered owner hereof or by his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender and cancellation of this Bond. Upon such transfer or exchange a new fully registered Series 2024-B Bond or Series 2024-B Bonds without coupons, of Authorized Denomination or Authorized Denominations, of the same series, tenor, maturity and interest rate for the same aggregate principal amount will be issued to the registered owner or transferee in exchange herefor.

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

The rights and obligations of the Authority and of the holders and registered owners of the Bonds, including the Series 2024-B Bonds, may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Trust Agreement, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of the Series 2024-B Bonds.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California, and that this Bond, together with all other indebtedness of the Authority pertaining to the Pledged Revenues, is within every debt and other limit prescribed by the Constitution and the statutes of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement or the Act.

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

Capitalized terms used in this Bond and not otherwise defined herein shall have the meanings given such terms in the Trust Agreement.

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

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By _____
Title: _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-B (Federally Taxable) of the Los Angeles County Metropolitan Transportation Authority described in the within mentioned Trust Agreement.

Dated: _____, 2024

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Trustee

By _____
Authorized Officer

FORM OF ASSIGNMENT

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

(Please insert Social Security or Identification Number of Transferee)

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

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

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

Dated:

Signature Guaranteed:

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

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

EXHIBIT B

DEBT SERVICE SCHEDULE

**Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-B (Federally Taxable)**

Date	Principal	Interest	Total Principal and Interest
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EXHIBIT C

PRIOR OUTSTANDING SENIOR LIEN BONDS

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

“Series 2012-A Bonds” means the \$68,205,000 original principal amount of Bonds issued under the Agreement and the Thirty-Second Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2012-A.”

“Series 2013-A Bonds” means the \$248,395,000 original principal amount of Bonds issued under the Agreement and the Thirty-Third Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2013-A.”

“Series 2014-A Bonds” means the \$135,715,000 original principal amount of Bonds issued under the Agreement and the Thirty-Fifth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2014-A.”

“Series 2015-A Bonds” means the \$26,480,000 original principal amount of Bonds issued under the Agreement and the Thirty-Sixth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2015-A.”

“Series 2016-A Bonds” means the \$185,605,000 original principal amount of Bonds issued under the Agreement and the Thirty-Seventh Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2016-A.”

“Series 2017-A Bonds” means the \$471,395,000 original principal amount of Bonds issued under the Agreement and the Thirty-Eighth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Bonds, Series 2017-A (Green Bonds).”

“Series 2017-B Bonds” means the \$85,455,000 original principal amount of Bonds issued under the Agreement and the Thirty-Eighth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2017-B.”

“Series 2018-A Bonds” means the \$13,890,000 original principal amount of Bonds issued under the Agreement and the Thirty-Ninth Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2018-A.”

“Series 2019-A Bonds” means the \$57,745,000 original principal amount of Bonds issued under the Agreement and the Fortieth Supplemental Agreement and designated as “Los Angeles

County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2019-A.”

“Series *2024-A Bonds*” means the \$_____ original principal amount of Bonds issued under the Agreement and the Forty-First Supplemental Agreement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A.”

EXHIBIT D

PRIOR SUPPLEMENTAL AGREEMENTS

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

“*First Supplemental Agreement*” means the First Supplemental Trust Agreement dated as of July 1, 1986, by and between the Authority and the Trustee.

“*Second Supplemental Agreement*” means the Second Supplemental Trust Agreement dated as of May 1, 1987, by and between the Authority and the Trustee.

“*Third Supplemental Agreement*” means the Third Supplemental Trust Agreement dated as of May 1, 1988, by and between the Authority and the Trustee.

“*Fourth Supplemental Agreement*” means the Fourth Supplemental Trust Agreement dated as of January 1, 1989, by and between the Authority and the Trustee.

“*Fifth Supplemental Agreement*” means the Fifth Supplemental Trust Agreement dated as of December 1, 1990, by and between the Authority and the Trustee.

“*Sixth Supplemental Agreement*” means the Sixth Supplemental Trust Agreement dated as of January 1, 1991, by and between the Authority and the Trustee.

“*Seventh Supplemental Agreement*” means the Seventh Supplemental Trust Agreement dated as of June 1, 1991, by and between the Authority and the Trustee.

“*Eighth Supplemental Agreement*” means the Eighth Supplemental Trust Agreement dated as of December 1, 1991, by and between the Authority and the Trustee.

“*Ninth Supplemental Agreement*” means the Ninth Supplemental Trust Agreement dated as of December 20, 1991, by and between the Authority and the Trustee.

“*Tenth Supplemental Agreement*” means the Tenth Supplemental Trust Agreement dated as of June 1, 1992, by and between the Authority and the Trustee.

“*Eleventh Supplemental Agreement*” means the Eleventh Supplemental Trust Agreement dated as of April 15, 1993, by and between the Authority and the Trustee.

“*Twelfth Supplemental Agreement*” means the Twelfth Supplemental Trust Agreement dated as of September 1, 1993, by and between the Authority and the Trustee.

“*Thirteenth Supplemental Agreement*” means the Thirteenth Supplemental Trust Agreement dated as of January 1, 1994, by and between the Authority and the Trustee.

“*Fourteenth Supplemental Agreement*” means the Fourteenth Supplemental Trust Agreement dated as of June 1, 1996, by and between the Authority and the Trustee.

“*Fifteenth Supplemental Agreement*” means the Fifteenth Supplemental Trust Agreement dated as of June 1, 1996, by and between the Authority and the Trustee.

“*Sixteenth Supplemental Agreement*” means the Sixteenth Supplemental Trust Agreement dated as of June 1, 1997, by and between the Authority and the Trustee.

“*Seventeenth Supplemental Agreement*” means the Seventeenth Supplemental Trust Agreement dated as of February 1, 1998, by and between the Authority and the Trustee, which includes certain amendments to the Fourteenth Supplemental Agreement, the Fifteenth Supplemental Agreement and the Sixteenth Supplemental Agreement.

“*Eighteenth Supplemental Agreement*” means the Eighteenth Supplemental Trust Agreement dated as of April 1, 1999, by and between the Authority and the Trustee.

“*Nineteenth Supplemental Agreement*” means the Nineteenth Supplemental Trust Agreement dated as of April 1, 1999, by and between the Authority and the Trustee.

“*Twentieth Supplemental Agreement*” means the Twentieth Supplemental Trust Agreement dated as of May 1, 1999, by and between the Authority and the Trustee.

“*Twenty-First Supplemental Agreement*” means the Twenty-First Supplemental Trust Agreement dated as of March 15, 2001, by and between the Authority and the Trustee.

“*Twenty-Second Supplemental Agreement*” means the Twenty-Second Supplemental Trust Agreement dated as of April 1, 2002, by and between the Authority and the Trustee.

“*Twenty-Third Supplemental Agreement*” means the Twenty-Third Supplemental Trust Agreement dated as of April 1, 2003, by and between the Authority and the Trustee.

“*Twenty-Fourth Supplemental Agreement*” means the Twenty-Fourth Supplemental Trust Agreement dated as of June 1, 2003, by and between the Authority and the Trustee.

“*Twenty-Fifth Supplemental Agreement*” means the Twenty-Fifth Supplemental Trust Agreement dated as of July 1, 2005, by and between the Authority and the Trustee.

“*Twenty-Sixth Supplemental Agreement*” means the Twenty-Sixth Supplemental Trust Agreement dated as of August 1, 2005, by and between the Authority and the Trustee.

“*Twenty-Seventh Supplemental Agreement*” means the Twenty-Seventh Supplemental Trust Agreement dated as of April 1, 2007, by and between the Authority and the Trustee.

“*Twenty-Eighth Supplemental Agreement (Pledge Agreement)*” means the Twenty-Eighth Supplemental Trust Agreement dated as of June 1, 2007, by and between the Authority and the Trustee.

“*Twenty-Eighth Supplemental Agreement (Series 2008-A/B)*” means the Amended and Restated Twenty-Eighth Supplemental Trust Agreement dated as of August 1, 2011, as amended,

by and between the Authority and the Trustee, which includes the terms of the Series 2008-B Bonds.

“Twenty-Ninth Supplemental Agreement” means the Twenty-Ninth Supplemental Trust Agreement dated as of October 1, 2009, by and between the Authority and the Trustee, which includes the terms of the Series 2009-A Bonds.

“Thirtieth Supplemental Agreement” means the Thirtieth Supplemental Trust Agreement dated as of August 1, 2011, by and between the Authority and the Trustee.

“Thirty-First Supplemental Agreement” means the Thirty-First Supplemental Trust Agreement dated as of October 1, 2011, by and between the Authority and the Trustee.

“Thirty-Second Supplemental Agreement” means the Thirty-Second Supplemental Trust Agreement dated as of August 1, 2012, by and between the Authority and the Trustee, which includes the terms of the Series 2012-A Bonds.

“Thirty-Third Supplemental Agreement” means the Thirty-Third Supplemental Trust Agreement dated as of April 1, 2013, by and between the Authority and the Trustee, which includes the terms of the Series 2013-A Bonds.

“Thirty-Fourth Supplemental Agreement” means the Thirty-Fourth Supplemental Trust Agreement dated as of July 28, 2014, by and between the Authority and the Trustee, which amends certain terms of the Twenty-Eighth Supplemental Agreement (Series 2008-A/B).

“Thirty-Fifth Supplemental Agreement” means the Thirty-Fifth Supplemental Trust Agreement dated as of December 1, 2014, by and between the Authority and the Trustee, which includes the terms of the Series 2014-A Bonds.

“Thirty-Sixth Supplemental Agreement” means the Thirty-Sixth Supplemental Trust Agreement dated as of April 1, 2015, by and between the Authority and the Trustee, which includes the terms of the Series 2015-A Bonds.

“Thirty-Seventh Supplemental Agreement” means the Thirty-Seventh Supplemental Trust Agreement dated as of March 1, 2016, by and between the Authority and the Trustee, which includes the terms of the Series 2016-A Bonds.

“Thirty-Eighth Supplemental Agreement” means the Thirty-Eighth Supplemental Trust Agreement dated as of October 1, 2017, by and between the Authority and the Trustee, which includes the terms of the Series 2017-A Bonds and the Series 2017-B Bonds.

“Thirty-Ninth Supplemental Agreement” means the Thirty-Ninth Supplemental Trust Agreement dated as of April 1, 2018, by and between the Authority and the Trustee, which includes the terms of the Series 2018-A Bonds.

“Fortieth Supplemental Agreement” means the Fortieth Supplemental Trust Agreement dated as of April 1, 2019, by and between the Authority and the Trustee, which includes the terms of the Series 2019-A Bonds.

“*Forty-First Supplemental Agreement*” means the Forty-First Supplemental Trust Agreement dated as of [April] 1, 2024, by and between the Authority and the Trustee, which includes the terms of the Series 2024-A Bonds.

PRELIMINARY OFFICIAL STATEMENT DATED [•], 2024

NEW ISSUE—BOOK-ENTRY ONLY
[DAC Logo]

Ratings: Moody's: "[•]"
S&P: "[•]"
See "RATINGS" herein.

In the opinion of Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming compliance with certain covenants in the documents pertaining to the Series 2024-A Bonds and requirements of the Internal Revenue Code of 1986, as described herein, interest on the Series 2024-A Bonds is not included in the gross income of the owners thereof for federal income tax purposes. In the further opinion of Bond Counsel, interest on the Series 2024-A Bonds is not treated as an item of tax preference for purposes of the federal alternative minimum tax on individuals. Interest on the Series 2024-B Bonds will be included in gross income for federal income tax purposes. Bond Counsel is also of the opinion that, under existing law, interest on the Series 2024 Bonds is exempt from personal income taxes of the State of California. See "TAX MATTERS" herein.

§[PAR]*

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

[LACMTA Logo]

§[PARA]
**Proposition A First Tier Senior Sales Tax
Revenue Refunding Bonds
Series 2024-A**

§[PARB]
**Proposition A First Tier Senior Sales Tax
Revenue Refunding Bonds
Series 2024-B (Federally Taxable)**

Dated: Date of Delivery

Due: As shown on the inside cover

The Los Angeles County Metropolitan Transportation Authority ("LACMTA") is issuing its (i) Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A (the "Series 2024-A Bonds") pursuant to the Trust Agreement, dated as of July 1, 1986, as amended and supplemented (the "Trust Agreement"), by and between LACMTA and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") and the Forty-First Supplemental Trust Agreement, to be dated as of [April] 1, 2024 (the "Forty-First Supplemental Agreement") by and between LACMTA and the Trustee, and (ii) Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-B (Federally Taxable) (the "Series 2024-B Bonds," and together with the Series 2024-A Bonds, the "Series 2024 Bonds") pursuant to the Trust Agreement and the Forty-Second Supplemental Trust Agreement, to be dated as of [April] 1, 2024 (the "Forty-Second Supplemental Agreement", and collectively with the Trust Agreement and the Forty-First Supplemental Agreement, the "Agreement"), by and between LACMTA and the Trustee. The Series 2024 Bonds are limited obligations of LACMTA payable solely from and secured by a first lien on and pledge of "Pledged Revenues" and by other amounts held by the Trustee under the Agreement. "Pledged Revenues" are receipts from the Proposition A Sales Tax, less amounts described in this Official Statement. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS" and "PROPOSITION A SALES TAX AND COLLECTIONS" herein. LACMTA will use the proceeds of the Series 2024 Bonds and other available moneys to (a) refund and defease the Refunded Bonds, (b) refund the Refinanced Commercial Paper Notes and (c) pay the costs of issuance of the Series 2024 Bonds.

The Series 2024 Bonds will be issued in denominations of \$5,000 and integral multiples thereof. The Series 2024 Bonds will be issued in fully registered form and will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"), the securities depository for the Series 2024 Bonds. Individual purchases and sales of the Series 2024 Bonds may be made in book-entry form only. See "APPENDIX G—BOOK-ENTRY-ONLY SYSTEM." The Series 2024 Bonds will mature in the principal amounts and will bear interest at the rates set forth on the inside front cover. LACMTA will pay interest on the Series 2024 Bonds on January 1 and July 1, commencing on [July 1, 2024/January 1, 2025].

Certain of the Series 2024 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described in this Official Statement. See "DESCRIPTION OF THE SERIES 2024 BONDS—Redemption of Series 2024 Bonds."

Neither the faith and credit nor the taxing power of the County of Los Angeles, the State of California or any political subdivision or public agency thereof, other than LACMTA to the extent of the Pledged Revenues and certain other amounts held by the Trustee under the Agreement, is pledged to the payment of the principal of or interest on the Series 2024 Bonds. Other than Pledged Revenues and such other amounts held by the Trustee under the Agreement, the general fund of LACMTA is not liable, and neither the credit nor the taxing power of LACMTA is pledged, to the payment of the principal of or interest on the Series 2024 Bonds. LACMTA has no power to levy property taxes to pay the principal of or interest on the Series 2024 Bonds.

This cover page contains certain information for general reference only. It is not intended to be a summary of the terms of, or the security for, the Series 2024 Bonds. Investors are advised to read this Official Statement in its entirety to obtain information essential to making an informed investment decision. Capitalized terms used on this cover page and not otherwise defined have the meanings set forth herein.

LACMTA is offering the Series 2024 Bonds when, as and if it issues the Series 2024 Bonds. The issuance of the Series 2024 Bonds is subject to the approval as to their validity by Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel to LACMTA. The Los Angeles County Counsel, as General Counsel to LACMTA, and Kutak Rock LLP, as Disclosure Counsel, will pass on certain legal

* Preliminary; subject to change.

matters for LACMTA. Certain legal matters will be passed upon for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth LLP. LACMTA anticipates that the Series 2024 Bonds will be available for delivery through the book-entry facilities of DTC on or about April [•], 2024.

Wells Fargo Securities

**Barclays
Ramirez & Co., Inc.**

Morgan Stanley

Date of Official Statement:

[INSERT MAP OF LACMTA SYSTEM]

MATURITY SCHEDULE*

**§[PARA]*
Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-A**

<u>Maturity Date (July 1)*</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP Nos.†</u>
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\$ _____ - ____% Series 2024-A Term Bonds due July 1, 20__ – Yield ____%; Price _____; CUSIP† No.

* Preliminary; subject to change.

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[\$[PARB]]*
Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-B (Federally Taxable)

<u>Maturity</u> <u>Date (July 1)*</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP Nos.†</u>
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\$ _____ - ____% Series 2024-B Term Bonds due July 1, 20__ – Yield ____%; Price _____; CUSIP† No.

* Preliminary; subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2024 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of LACMTA, the Underwriters or their agents or counsel assume responsibility for the selection, accuracy or uses of such numbers, and no representation is made as to their correctness on the applicable Series 2024-B Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2024-B Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2024-B Bonds.

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LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Board Members

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

LACMTA Officers

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

LACMTA General Counsel

Office of the County Counsel
Los Angeles, California

MUNICIPAL ADVISOR

Public Resources Advisory Group
Los Angeles, California

BOND COUNSEL

Norton Rose Fulbright US LLP
Los Angeles, California

DISCLOSURE COUNSEL

Kutak Rock LLP

TRUSTEE AND ESCROW AGENT

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

VERIFICATION AGENT

Robert Thomas CPA, LLC

LACMTA has not authorized any dealer, broker, salesperson or other person to give any information or to make any representation in connection with the offer or sale of the Series 2024 Bonds other than as set forth in this Official Statement and, if given or made, such other information or representation must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor will there be any sale of the Series 2024 Bonds, by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not a contract with the purchasers or owners of the Series 2024 Bonds. Statements contained in this Official Statement which involve estimates, projections or matters of opinion, whether or not expressly so described in this Official Statement, are intended solely as such and are not to be construed as representations of facts.

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

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

The information and expressions of opinion in this Official Statement are subject to change without notice, and the delivery of this Official Statement and any sale made pursuant to this Official Statement do not, under any circumstances, imply that the information and expressions of opinion in this Official Statement and other information regarding LACMTA have not changed since the date hereof. LACMTA is circulating this Official Statement in connection with the sale of the Series 2024 Bonds and this Official Statement may not be reproduced or used, in whole or in part, for any other purpose.

In making an investment decision, investors must rely on their own examination of the terms of the offering and the security and sources of payment of the Series 2024 Bonds, including the merits and risks involved. The Series 2024 Bonds have not been registered under the Securities Act of 1933, as amended, nor has the Agreement been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon exemptions contained in such acts. Neither the U.S. Securities and Exchange Commission nor any other federal, state or other governmental securities regulatory agency, has passed upon the merits of the Series 2024 Bonds or the accuracy or completeness of this Official Statement. The Series 2024 Bonds have not been recommended by any federal or state securities commission or regulatory authority. Any representation to the contrary may be a criminal offense.

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

The Underwriters may offer and sell the Series 2024 Bonds to certain dealers and others at yields higher or prices lower than the public offering yields and/or prices stated on the inside cover page of this Official Statement, and such public offering yields and/or prices may be changed from time to time by the Underwriters.

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OFFICIAL STATEMENT

§[PAR]* **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

§[PARA]
Proposition A First Tier Senior Sales Tax
Revenue Refunding Bonds
Series 2024-A

§[PARB]
Proposition A First Tier Senior Sales Tax
Revenue Refunding Bonds
Series 2024-B (Federally Taxable)

INTRODUCTION

This Official Statement, which includes the cover page and the appendices hereto, sets forth information in connection with the offering by the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) of (i) §[PARA]* aggregate principal amount of its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A Bonds (the “Series 2024-A Bonds”), and (ii) §[PARB]* aggregate principal amount of its Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-B Bonds (Federally Taxable) (the “Series 2024-B Bonds,” and together with the Series 2024-A Bonds, the “Series 2024 Bonds”). This Introduction is qualified by the more complete and detailed information contained in this entire Official Statement and the documents summarized or described in this Official Statement. Prospective investors should review this entire Official Statement, including the cover page and appendices, before they make an investment decision to purchase the Series 2024 Bonds. LACMTA is only offering the Series 2024 Bonds to potential investors by means of this entire Official Statement. Capitalized terms used but not defined herein have the meanings ascribed to them in “APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS—DEFINITIONS.”

LACMTA

LACMTA was established in 1993 pursuant to the provisions of Section 130050.2 et seq. of the California Public Utilities Code (the “LACMTA Act”). LACMTA is the consolidated successor entity to both the Southern California Rapid Transit District (the “District”) and the Los Angeles County Transportation Commission (the “Commission”). As the consolidated successor entity, LACMTA succeeded to all powers, duties, rights, obligations, liabilities, indebtedness, bonded or otherwise, immunities and exemptions of the District and the Commission, including the Commission’s responsibility for planning, engineering and constructing a countywide rail transit system. The Commission was authorized, subject to approval by the electorate of the County of Los Angeles (the “County”), to adopt a retail transactions and use tax ordinance, with the revenues of such tax to be used for public transit purposes. On November 4, 1980, the voters of the County approved the Proposition A Sales Tax. The Proposition A Sales Tax is a one-half of one percent sales tax imposed on the gross receipts of retailers from the sale of tangible personal property sold at retail in the County and a use tax at the same rate upon the storage, use or other consumption in the County of such property purchased from any retailer for storage, use or other consumption in the County, subject to certain limited exceptions, and is not limited in duration. For more information regarding the Proposition A Sales Tax, see “PROPOSITION A SALES TAX AND COLLECTIONS—The Proposition A Sales Tax.”

For further discussion of LACMTA, its other sources of revenues, the services it provides and the projects it is undertaking, see “APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY.” The information provided in APPENDIX A is intended as general

* Preliminary; subject to change.

information only. The Series 2024 Bonds are limited obligations of LACMTA payable from Pledged Revenues, which consist primarily of proceeds of the Proposition A Sales Tax. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS.” For certain economic and demographic data about the County, see “APPENDIX C—LOS ANGELES COUNTY ECONOMIC AND DEMOGRAPHIC INFORMATION.”

Purpose of the Series 2024 Bonds

LACMTA will use the proceeds of the Series 2024 Bonds, together with other available funds, to (a) refund and defease the Refunded Bonds (as defined under “PLAN OF REFUNDING AND APPLICATION OF THE SERIES 2024 BOND PROCEEDS—Use of Proceeds; Plan of Refunding”), (b) refund the Refinanced Commercial Paper Notes (as defined under “PLAN OF REFUNDING AND APPLICATION OF THE SERIES 2024 BOND PROCEEDS—Use of Proceeds; Plan of Refunding”), and (c) pay the costs of issuance of the Series 2024 Bonds. For a more detailed description of LACMTA’s proposed use of proceeds from the issuance of the Series 2024 Bonds, see “PLAN OF REFUNDING AND APPLICATION OF SERIES 2024 BOND PROCEEDS.”

Description of the Series 2024 Bonds

The Series 2024 Bonds are limited obligations of LACMTA to be issued pursuant to, and payable from and secured under, the Trust Agreement, dated as of July 1, 1986, as amended and supplemented (the “Trust Agreement”), by and between LACMTA (as successor to the Commission) and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A., as successor to BNY Western Trust Company, as successor in interest to Wells Fargo Bank, N.A., as successor by merger to First Interstate Bank of California), as trustee (the “Trustee”). In connection with the issuance of the Series 2024-A Bonds, LACMTA will enter into the Forty-First Supplemental Trust Agreement, to be dated as of April 1, 2024 (the “Forty-First Supplemental Agreement”), by and between LACMTA and the Trustee; and in connection with the issuance of the Series 2024-B Bonds, LACMTA will enter into the Forty-Second Supplemental Trust Agreement, to be dated as of April 1, 2024 (the “Forty-Second Supplemental Agreement”), by and between LACMTA and the Trustee. The Trust Agreement, as supplemented by the Forty-First Supplemental Agreement and the Forty-Second Supplemental Agreement, is referred to in this Official Statement as the “Agreement.”

The Series 2024 Bonds will be issued in registered form, in denominations of \$5,000 or any integral multiple thereof. The Series 2024 Bonds will be dated their initial date of delivery and will mature on the dates and in the principal amounts and will bear interest at the rates per annum as shown on the inside cover page hereof, computed on the basis of a 360-day year consisting of twelve 30-day months. The Series 2024 Bonds will be delivered in book-entry-only form and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Series 2024 Bonds. See “APPENDIX G—BOOK-ENTRY-ONLY SYSTEM.”

Security and Sources of Payment for the Series 2024 Bonds

The Series 2024 Bonds are limited obligations of LACMTA payable solely from and secured by a first lien on and pledge of “Pledged Revenues,” which are moneys collected as a result of the imposition of the Proposition A Sales Tax (the imposition of which is not limited in duration), less 25% thereof which is allocated to local jurisdictions for local transit (the “Local Allocation”), and less an administrative fee paid to the California Department of Tax and Fee Administration (formerly the California State Board of Equalization) (“CDTFA”) in connection with the collection and disbursement of the Proposition A Sales Tax, and all other amounts held by the Trustee under the Agreement except for amounts held in any debt

service reserve fund, rebate fund or escrow fund. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS” and “PROPOSITION A SALES TAX AND COLLECTIONS.”

Proposition A Sales Tax Obligations

LACMTA has issued other obligations under the Agreement that are secured by and payable from Pledged Revenues on a parity with the Series 2024 Bonds, and LACMTA is permitted to issue additional parity obligations in the future upon satisfaction of certain additional bonds tests contained in the Agreement. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS—Additional First Tier Senior Lien Bonds.” The Series 2024 Bonds, the existing obligations secured on parity with the Series 2024 Bonds and all future obligations issued on a parity with the Series 2024 Bonds are collectively referred to herein as the “First Tier Senior Lien Bonds.” As of March 1, 2024, \$669,700,000 aggregate principal amount of First Tier Senior Lien Bonds (including the Refunded Bonds) were Outstanding. See “PLAN OF REFUNDING AND APPLICATION OF SERIES 2024 BOND PROCEEDS” and “PROPOSITION A SALES TAX OBLIGATIONS.”

LACMTA’s Short Range Financial Forecast assumes the issuance of approximately \$750 million in additional First Tier Senior Lien Bonds from Fiscal Year 2025 through Fiscal Year 2034. For further discussion of the Short Range Financial Forecast, see “FUTURE TRANSPORTATION IMPROVEMENTS—Capital Planning” in APPENDIX A.

LACMTA has covenanted in the Trust Agreement not to issue or incur any obligations with a pledge of or lien on Pledged Revenues prior or superior to that of the First Tier Senior Lien Bonds (including the Series 2024 Bonds).

In addition, LACMTA has issued other obligations under the Agreement that are secured by and payable from Pledged Revenues on a basis subordinate to the First Tier Senior Lien Bonds (including the Series 2024 Bonds), and it may issue additional subordinate obligations in the future. See “PROPOSITION A SALES TAX OBLIGATIONS.”

LACMTA also has incurred other obligations which are secured by the Proposition A Sales Tax revenues that remain after the payment of the First Tier Senior Lien Bonds, the Second Tier Obligations (as defined herein) and the Third Tier Obligations (as defined herein). See “PROPOSITION A SALES TAX OBLIGATIONS—Other Obligations.”

The Series 2024 Bonds Are Limited Obligations of LACMTA Only

Neither the faith and credit nor the taxing power of the County, the State of California (the “State”) or any political subdivision or public agency thereof, other than LACMTA to the extent of the Pledged Revenues and certain other amounts held by the Trustee under the Agreement, is pledged to the payment of the principal of or interest on the Series 2024 Bonds. LACMTA has no power to levy property taxes to pay the principal of or interest on the Series 2024 Bonds.

The Series 2024 Bonds are limited obligations of LACMTA and are payable, as to both principal and interest, solely from and secured by a first lien on and pledge of the Pledged Revenues and certain other amounts held by the Trustee under the Agreement. Other than Pledged Revenues and such other amounts held by the Trustee under the Agreement, the general fund of LACMTA is not liable, and neither the credit nor the taxing power of LACMTA is pledged, to the payment of the principal of or interest on the Series 2024 Bonds.

No Debt Service Reserve Fund for Series 2024 Bonds

The Series 2024 Bonds are not secured by the debt service reserve fund previously established by the Trust Agreement (the “Reserve Fund”) or any other Debt Service Reserve Fund. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS—The Series 2024 Bonds Are Not Secured by Any Debt Service Reserve Fund.”

Continuing Disclosure

In connection with the issuance of the Series 2024 Bonds, for purposes of assisting the Underwriters (as defined under “UNDERWRITING”) in complying with Rule 15c2-12 (the “Rule”) promulgated by the U.S. Securities and Exchange Commission (“SEC”) under the Securities Exchange Act of 1934, as amended, LACMTA will agree to provide, or cause to be provided, to the Municipal Securities Rulemaking Board’s (“MSRB”) Electronic Municipal Market Access system (the “EMMA System”), certain annual financial information and operating data relating to LACMTA and notice of certain enumerated events. See “CONTINUING DISCLOSURE” and “APPENDIX F—FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

Additional Information

Brief descriptions of the Series 2024 Bonds, the Agreement and certain other documents are included in this Official Statement and the appendices hereto. Such descriptions do not purport to be comprehensive or definitive. All references herein to such documents and any other documents, statutes, reports or other instruments described herein are qualified in their entirety by reference to each such document, statute, report or other instrument. The information herein is subject to change without notice, and the delivery of this Official Statement will under no circumstances create any implication that there has been no change in the affairs of LACMTA since the date hereof. This Official Statement is not to be construed as a contract or agreement between LACMTA and the purchasers or Owners of any of the Series 2024 Bonds. LACMTA maintains a website, an investor relations page through a third-party, and social media accounts, the information on which is not part of this Official Statement, has not been and is not incorporated by reference herein, and should not be relied upon in deciding whether to invest in the Series 2024 Bonds.

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

PLAN OF REFUNDING AND APPLICATION OF SERIES 2024 BOND PROCEEDS

Use of Proceeds; Plan of Refunding

Use of Proceeds. LACMTA will use the proceeds of the Series 2024 Bonds, together with certain other available funds, to (a) refund and defease the Refunded Bonds, (b) refund the Refinanced Commercial Paper Notes and (c) pay the costs of issuance of the Series 2024 Bonds.

Refunded Bonds. LACMTA will apply a portion of the proceeds of the Series 2024-A Bonds, together with other available funds, to refund and defease all or a portion of its outstanding (a) Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2014-A (the portion so refunded, the “Refunded Series 2014-A Bonds”), and (b) Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2015-A (the portion so refunded, the “Refunded Series 2015-A Bonds,” and together with the Refunded Series 2014-A Bonds, the “Refunded Bonds”), as set forth in more detail in the following

table. The refunding of the Refunded Bonds is subject to market conditions, and LACMTA will only refund any of the Refunded Bonds if such refunding is consistent with the debt policy of LACMTA.

REFUNDED BONDS*

Series	Maturity Date (July 1)	Principal Amount	Interest Rate	Payment/ Redemption Date	CUSIP Number ¹
2014-A	2024	\$ 5,725,000	5.000%	July 1, 2024	54466HAJ5
2014-A	2025	6,010,000	5.000	July 9, 2024	54466HAK2
2014-A	2026	6,315,000	5.000	July 9, 2024	54466HAL0
2014-A	2027	6,630,000	5.000	July 9, 2024	54466HAM8
2014-A	2028	6,960,000	5.000	July 9, 2024	54466HAN6
2014-A	2029	7,310,000	3.000	July 9, 2024	54466HAP1
2014-A	2030	7,525,000	4.000	July 9, 2024	54466HAQ9
2014-A	2031	7,825,000	4.000	July 9, 2024	54466HAR7
2014-A	2032	8,140,000	4.000	July 9, 2024	54466HAS5
2014-A	2033	8,465,000	4.000	July 9, 2024	54466HAT3
2014-A	2034	8,805,000	4.000	July 9, 2024	54466HAU0
2014-A	2035	<u>9,155,000</u>	4.000	July 9, 2024	54466HAV8
Subtotal		\$88,865,000			
2015-A	2024	\$ 1,140,000	5.000%	July 1, 2024	54466HBE5
2015-A	2025	1,195,000	5.000	July 9, 2024	54466HBF2
2015-A	2026	1,255,000	5.000	July 9, 2024	54466HBG0
2015-A	2027	1,315,000	4.000	July 9, 2024	54466HBH8
2015-A	2028	1,370,000	5.000	July 9, 2024	54466HBJ4
2015-A	2029	1,435,000	3.000	July 9, 2024	54466HBK1
2015-A	2030	1,485,000	3.000	July 9, 2024	54466HBL9
2015-A	2031	1,530,000	3.000	July 9, 2024	54466HBM7
2015-A	2032	1,575,000	3.000	July 9, 2024	54466HBN5
2015-A	2033	1,620,000	3.125	July 9, 2024	54466HBP0
2015-A	2034	1,675,000	3.125	July 9, 2024	54466HBQ8
2015-A	2035	<u>1,725,000</u>	3.250	July 9, 2024	54466HBR6
Subtotal		\$17,320,000			
Total					
Refunded Bonds		<u>\$106,185,000</u>			

* Preliminary; subject to change.

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

A portion of the proceeds of the Series 2024-A Bonds, together with other available funds, will be deposited with The Bank of New York Mellon Trust Company, N.A., as trustee and escrow agent, and will be held in (i) an escrow fund for the Refunded Series 2014-A Bonds (the “Series 2014-A Escrow Fund”), and (ii) an escrow fund for the Refunded Series 2015-A Bonds (the “Series 2015-A Escrow Fund,” and together with the Series 2014-A Escrow Fund, the “Escrow Funds”) to be created under the terms of escrow agreements to be entered into between LACMTA and The Bank of New York Mellon Trust Company, N.A., as trustee and escrow agent. All amounts deposited into the Escrow Funds will be invested in direct, noncallable obligations of the United States Treasury and/or held uninvested in cash. Amounts on deposit

in the Series 2014-A Escrow Fund will be used on (a) July 1, 2024 to pay the principal of and interest on the Refunded Series 2014-A Bonds maturing on July 1, 2024, and (b) July 9, 2024 to redeem the Refunded Series 2014-A Bonds maturing on and after July 1, 2025 at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon. Amounts on deposit in the Series 2015-A Escrow Fund will be used on (i) July 1, 2024 to pay the principal of and interest on the Refunded Series 2015-A Bonds maturing on July 1, 2024, and (ii) July 9, 2024 to redeem the Refunded Series 2015-A Bonds maturing on and after July 1, 2025 at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon.

Robert Thomas CPA, LLC will verify that the amounts deposited to the respective Escrow Funds will be sufficient to (a) pay on July 1, 2024 the principal of and interest on the Refunded Series 2014-A Bonds maturing on July 1, 2024, (b) pay on July 1, 2024 the principal of and interest on the Refunded Series 2015-A Bonds maturing on July 1, 2024, and (c) redeem on July 9, 2024 the Refunded Series 2014-A Bonds maturing on and after July 1, 2025 and the Refunded Series 2015-A Bonds maturing on and after July 1, 2025 at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon. See “VERIFICATION OF MATHEMATICAL COMPUTATIONS” herein.

Refinanced Commercial Paper Notes. LACMTA will use (a) a portion of the proceeds of the Series 2024-A Bonds to refund \$50,000,000 aggregate principal amount of its outstanding Second Subordinate Sales Tax Revenue Commercial Paper Notes, Series A-TE-BANA (the “Refinanced Tax-Exempt Notes”), and (b) a portion of the proceeds of the Series 2024-B Bonds to refund \$42,500,000 aggregate principal amount of its outstanding Second Subordinate Sales Tax Revenue Commercial Paper Notes, Series A-T-BANA (the “Refinanced Taxable Notes” and together with the Refinanced Tax-Exempt Notes, the “Refinanced Commercial Paper Notes”).

Estimated Sources and Uses of Funds

The following table presents the estimated sources and uses of funds in connection with the issuance of the Series 2024 Bonds.

	<u>Series 2024-A Bonds</u>	<u>Series 2024-B Bonds</u>	<u>Total</u>
<u>Sources</u>			
Principal Amount	\$	\$	\$
Original Issue Premium/(Discount)			
Other Available Moneys ¹	_____	_____	_____
Total Sources	\$ _____	\$ _____	\$ _____
<u>Uses</u>			
Refund Refunded Bonds	\$	\$	\$
Refund Refinanced Commercial Paper Notes			
Costs of Issuance ²	_____	_____	_____
Total Uses	\$ _____	\$ _____	\$ _____

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

² Includes Underwriters’ discount, legal fees, rating agency fees, municipal advisor fees, printer costs, verification agent fees and other costs of issuance.

RISK FACTORS

The following factors, together with all other information provided in this Official Statement, should be considered by potential investors in evaluating the purchase of the Series 2024 Bonds. The discussion below does not purport to be, nor should it be construed to be, complete nor a summary of all factors which may affect LACMTA, the Proposition A Sales Tax revenues, or the Series 2024 Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

Economic Factors May Cause Declines in Proposition A Sales Tax Revenues

The Series 2024 Bonds are limited obligations of LACMTA payable solely from and secured by a first lien on and pledge of Pledged Revenues, consisting primarily of certain revenues of the Proposition A Sales Tax and other amounts that are held by the Trustee under the Agreement. The level of Proposition A Sales Tax revenues collected depends on the level of taxable sales transactions within the County, which, in turn, depends on the level of general economic activity in the County. In Fiscal Years 2009 and 2010, the national economic recession and regional general economic conditions resulted in reductions in economic activity and taxable sales within the County, and correspondingly Proposition A Sales Tax revenues received by LACMTA declined. Proposition A Sales Tax revenues increased in Fiscal Years 2011 through 2019.

The worldwide COVID-19 pandemic that began in March 2020, and the resulting governmentally imposed business shutdowns, negatively affected the collection of Proposition A Sales Tax revenues during the last three months of Fiscal Year 2020 (April 2020 through June 2020) and the first nine months of Fiscal Year 2021 (July 2020 through March 2021). However, beginning in April 2021, as COVID-19 vaccines became more widely available and as the COVID-19 restrictions were eased and ultimately terminated, Proposition A Sales Tax revenue collections began to recover rapidly and since then Proposition A Sales Tax revenue collections have been at historically high levels. See “PROPOSITION A SALES TAX AND COLLECTIONS—Historical Proposition A Sales Tax Collections.” In the event of new outbreaks of COVID-19 variants and the reimposition of restrictions on businesses, Proposition A Sales Tax revenues could decline in the future, reducing amounts available to pay the principal of and interest on the Series 2024 Bonds.

Over the last three years, the County, like the rest of the nation, experienced and continues to experience significant increases in costs of food, energy and other products. Ongoing high inflation may affect consumer spending decisions and as a result adversely impact sales transactions in the County and ultimately the amount of Proposition A Sales Tax revenues received by LACMTA. LACMTA cannot predict the extent of inflationary pressures on the Proposition A Sales Tax revenues or the County’s economy more broadly.

To project future Proposition A Sales Tax revenues for budgetary purposes, LACMTA incorporates actual long-term experience combined with forecasts from local economists and other publicly available sources of data. LACMTA does not itself develop forecasts of current or future economic conditions. Furthermore, CDTFA does not provide LACMTA with any forecasts of Proposition A Sales Tax revenues for future periods. Therefore, LACMTA is unable to predict with certainty future levels of Proposition A Sales Tax revenues. In addition, the County is located in a seismically active region. A major earthquake, pandemic, epidemic, flood, wildfire, or other natural disaster could adversely affect the economy of the County and the amount of Proposition A Sales Tax revenues. Future significant declines in the amount of Proposition A Sales Tax revenues could ultimately impair the ability of LACMTA to pay principal of and interest on the Series 2024 Bonds. See “PROPOSITION A SALES TAX AND

COLLECTIONS—Historical Proposition A Sales Tax Collections.” Also see “APPENDIX C—LOS ANGELES COUNTY ECONOMIC AND DEMOGRAPHIC INFORMATION.”

California State Legislature or Electorate or Federal Law May Change Items Subject to Proposition A Sales Tax

With limited exceptions, the Proposition A Sales Tax is imposed on the same transactions and items subject to the general sales tax levied throughout the State. In the past, the California State Legislature and the California State electorate have made changes to the transactions and items subject to the State’s general sales tax and, therefore, the Proposition A Sales Tax. In 1991, the California State Legislature enacted legislation which expanded the transactions and items subject to the general statewide sales tax to include fuel for aviation and shipping, bottled water, rental equipment and newspapers and magazines. In 1992, the California State electorate approved an initiative which eliminated candy, gum, bottled water and confectionery items as items subject to the California State’s general sales tax. In each case, the same changes were made to transactions or items subject to the Proposition A Sales Tax. In the future, the California State Legislature or the California State electorate could further change the transactions and items upon which the statewide general sales tax and the Proposition A Sales Tax are imposed. Such a change could either increase or decrease Proposition A Sales Tax revenues depending on the nature of the change. See “PROPOSITION A SALES TAX AND COLLECTIONS.”

Federal law also may cause transactions and items to be excluded from the State’s general sales tax, and, therefore, the Proposition A Sales Tax. For example, under federal law, local sales taxes on aviation fuel (except taxes in effect on December 30, 1987) must be used for airport-related purposes, as a condition for receiving federal funding for airports. This includes the Proposition C Sales Tax, the Measure R Sales Tax and the Measure M Sales Tax (see “PROPOSITION A SALES TAX AND COLLECTIONS—The Proposition A Sales Tax” for descriptions of these sales taxes), but not the Proposition A Sales Tax. Although this federal law does not affect the Proposition A Sales Tax, which was approved in November 1980, this federal law is illustrative of federal laws that may affect which transactions and items are subject to the State’s general sales tax.

Increases in Sales Tax Rate May Cause Declines in Proposition A Sales Tax Revenues

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

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

At the election held on November 8, 2016, more than two-thirds of the electors of the County voting on the issue approved an additional transportation and use tax (known as the Measure M Sales Tax) to improve transportation and ease traffic congestion. The Measure M Sales Tax is a new one-half cent sales tax that started on July 1, 2017 that increases to one cent in 2039 when the Measure R Sales Tax expires. The Measure M Sales Tax does not have a scheduled expiration date. Proposition C Sales Tax (as defined herein) revenues, Measure R Sales Tax revenues and Measure M Sales Tax revenues are separate from Proposition A Sales Tax revenues and do not secure the First Tier Senior Lien Bonds, including the Series 2024 Bonds.

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

Additionally, as described under “PROPOSITION A SALES TAX AND COLLECTIONS—The Proposition A Sales Tax,” many cities located within the County have enacted local sales taxes.

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

Increased Internet Use May Reduce Proposition A Sales Tax Revenues

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

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

No Debt Service Reserve Fund for the Series 2024 Bonds

The Series 2024 Bonds are not secured by the Reserve Fund or any other Debt Service Reserve Fund.

Additional First Tier Senior Lien Bonds

LACMTA expects to issue additional debt secured by Proposition A Sales Tax revenues, including additional First Tier Senior Lien Bonds. The Short Range Financial Forecast assumes the issuance of approximately \$750 million in additional First Tier Senior Lien Bonds from Fiscal Year 2025 through Fiscal Year 2034. For further discussion of the Short Range Financial Forecast, see “APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY—FUTURE TRANSPORTATION IMPROVEMENTS—Capital Planning.” LACMTA has several major transit projects under construction and has future plans for additional major capital projects. LACMTA may

ultimately issue more First Tier Senior Lien Bonds to finance these projects than its current plans presently anticipate, particularly if costs of completing projects are higher than expected or other funding sources are not available as planned. In addition, LACMTA is likely to undertake additional capital projects in the future, and additional First Tier Senior Lien Bonds may be issued to finance these projects. LACMTA may issue additional First Tier Senior Lien Bonds only if the additional bonds tests described under “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS—Additional First Tier Senior Lien Bonds” are satisfied.

Impact of Bankruptcy of LACMTA

As a municipal entity, LACMTA is authorized to file a petition for relief under Chapter 9 of the United States Bankruptcy Code (“Chapter 9”) under certain circumstances. Should LACMTA file for bankruptcy relief, there could be adverse effects on the holders of the Series 2024 Bonds.

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

The results of Chapter 9 bankruptcy proceedings are difficult to predict. If a court determined that the Proposition A Sales Tax was levied to finance the general purposes of LACMTA rather than specific projects, then the Pledged Revenues would not be special revenues. No assurance can be given that a court would hold that the Pledged Revenues constitute special revenues or that the Series 2024 Bonds are of a type protected by the “special revenues” provisions of the Bankruptcy Code. If a bankruptcy court were to determine that the Pledged Revenues were not “special revenues,” then Pledged Revenues collected after the commencement of the bankruptcy case would likely not be subject to the lien of the Agreement. If a bankruptcy court were to so hold, the owners of the First Tier Senior Lien Bonds (including the Series 2024 Bonds) would no longer be entitled to any special priority to the Pledged Revenues and could be treated as general unsecured creditors of LACMTA without a lien as to the Pledged Revenues. The holders of the First Tier Senior Lien Bonds (including the Series 2024 Bonds) may not be able to assert a claim against any property of LACMTA other than the Pledged Revenues, and if the Pledged Revenues were no longer subject to the lien of the Agreement, there may be no amounts from which the holders of the First Tier Senior Lien Bonds (including the Series 2024 Bonds) are entitled to be paid.

If the revenues pledged under the Agreement are determined to be special revenues, the Bankruptcy Code provides (in order to maintain the revenue-generating capacity of the municipal entity) that a special revenues lien is subject to the necessary operating expenses of the project or system from which the special revenues are derived, which expenses are to be paid before other obligations (including obligations to the bondholders). This rule applies regardless of the provisions of the transaction documents. The law is not clear, however, (i) as to whether, or to what extent, the Proposition A Sales Tax revenues would be considered to be “derived” from a project or system, or (ii) precisely which expenses would constitute necessary operating expenses. To the extent that the Proposition A Sales Tax revenues is determined to be derived from a project or system, LACMTA may be able to use Proposition A Sales Tax revenues to pay necessary operating expenses, before the remaining Proposition A Sales Tax revenues is turned over to the Trustee to pay amounts owed to the holders of the Series 2024 Bonds.

If LACMTA files for relief under Chapter 9, the parties (including the Trustee and the holders of the Series 2024 Bonds) may be prohibited from taking any action to collect any amount from LACMTA or to enforce any obligation of LACMTA, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the holders of the Series 2024 Bonds from funds in the Trustee’s possession. In addition, the procedure pursuant to which the Pledged Revenues are paid directly to the Trustee by CDTFA may no longer be enforceable, and LACMTA may be able to require that the Pledged Revenues be paid directly to it by CDTFA.

If LACMTA has possession of Pledged Revenues (whether collected before or after commencement of the bankruptcy case) and if LACMTA does not voluntarily pay such moneys to the Trustee, it is not entirely clear what procedures the Trustee or the holders of the Series 2024 Bonds would have to follow to attempt to obtain possession of such Pledged Revenues, how much time it would take for such procedures to be completed, or whether such procedures would ultimately be successful.

The obligations of LACMTA under the Agreement, including its obligations to pay principal of and interest on the Series 2024 Bonds, are limited obligations and are payable solely from the Pledged Revenues and certain other amounts held by the Trustee under the Agreement. Accordingly, if LACMTA filed for relief under Chapter 9, the owners of the Series 2024 Bonds may not have any recourse to any assets or revenues of LACMTA other than the Pledged Revenues and other amounts.

In the event of a LACMTA bankruptcy filing, LACMTA may be able to borrow additional money that is secured by a lien on any of its property (including the Pledged Revenues), which lien could have priority over the lien of the Agreement, as long as the bankruptcy court determines that the rights of the owners of the Series 2024 Bonds will be adequately protected. LACMTA may also be able to cause some of the Pledged Revenues to be released to it, free and clear of lien of the Agreement, as long as the bankruptcy court determines that the rights of the Trustee and the owners of the Series 2024 Bonds will be adequately protected.

Through a Chapter 9 proceeding, LACMTA may also be able, without the consent and over the objection of the Trustee and the owners of the Series 2024 Bonds, to alter the priority, principal amount, interest rate, payment terms, collateral, maturity date, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Agreement and the Series 2024 Bonds, as long as the bankruptcy court determines that the alterations are fair and equitable.

As noted in its Fiscal Year 2023 Financial Statements (as defined under “FINANCIAL STATEMENTS”), (see “Note III—DETAILED NOTES ON ALL FUNDS—I. Employees’ Retirement Plans” in the Notes to the Financial Statements and the related Required Supplementary Schedules in “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023”), LACMTA has been informed that it has unfunded pension plan actuarial accrued liabilities. In a bankruptcy of LACMTA, the amounts of current and, if any, accrued (unpaid) contributions owed to the California Public Employees’ Retirement System (“CalPERS”), the LACMTA-administered plans, or to any other pension system (collectively the “Pension Systems”), as well as future material increases in required contributions, could create additional uncertainty as to LACMTA’s ability to pay debt service on the Series 2024 Bonds. Given that municipal pension systems in California are usually administered pursuant to state constitutional provisions and, as applicable, other state and/or municipal law, the Pension Systems may take the position, among other possible arguments, that their claims enjoy a higher priority than all other claims, that Pension Systems are instrumentalities of the State and have the right to enforce payment by injunction or other proceedings outside of a LACMTA bankruptcy case, and that Pension System claims cannot be the subject of adjustment or other impairment under the Bankruptcy Code because that would purportedly constitute a violation of state statutory, constitutional and/or municipal law. It is

uncertain how a bankruptcy judge in a bankruptcy of LACMTA would rule on these matters. In addition, this area of law is presently very unsettled. This is because, though the issues of pension underfunding claim priority, pension contribution enforcement, and related bankruptcy plan treatment of such claims (among other pension-related matters) have been the subject of litigation in the Chapter 9 cases of several California municipalities, including the cities of Stockton and San Bernardino, the relevant disputes have not been litigated to decision in the Federal appellate courts, and thus there are no rulings from which definitive guidance can be taken on pension matters in Chapter 9.

There may be delays in payments on the Series 2024 Bonds while the court considers any of these issues, and any of these issues could result in delays or reductions in payments on, or other losses with respect to, the Series 2024 Bonds. There may be other possible effects of a bankruptcy of LACMTA that could result in delays or reductions in payments on the Series 2024 Bonds, or result in losses to the holders of the Series 2024 Bonds. Regardless of any specific adverse determinations in a LACMTA bankruptcy proceeding, the fact of a LACMTA bankruptcy proceeding could have an adverse effect on the liquidity and market value of the Series 2024 Bonds.

Liability for CalPERS Retirement Funding

LACMTA participates in CalPERS, and is a member of the Southern California Regional Rail Authority (“Metrolink”), a joint powers authority that participates in CalPERS. Participants in CalPERS may terminate their participation, and CalPERS may, following notice and cure periods, terminate participants that fail to make required contributions or provide required information or no longer exist. California law provides that a terminated agency is liable to CalPERS for any deficit in funding for earned benefits, plus interest and collection costs, and that CalPERS will have a lien on assets of the terminated participant, subject only to a prior lien for wages, for such deficit, interest and costs. Similar provisions impose liability and liens on members of joint powers authorities for the retirement obligations of the joint powers authority. As of June 30, 2023, LACMTA’s net pension liability with respect to the CalPERS administered plan in which LACMTA participates was approximately \$[•] million according to LACMTA’s audited financial statements (see APPENDIX B), and, as of June 30, 2023, Metrolink’s net pension liability was approximately \$[•] million, according to Metrolink’s audited financial statements. While LACMTA expects to make its required contributions to CalPERS and to strive to ensure that no funding deficit exists in the event of the termination or dissolution of Metrolink or any other joint powers authority of which it becomes a member (or if a funding deficit does exist, to make alternate arrangements to address it), it is possible that a lien could be placed on all of LACMTA’s assets, including the Proposition A Sales Tax revenues, in the amount of any funding deficit, plus interest and collection costs, and any such lien on Proposition A Sales Tax revenues would be senior to that securing the First Tier Senior Lien Bonds. Also see “—Impact of Bankruptcy of LACMTA.”

Voter Initiatives and California State Legislative Action May Impair Proposition A Sales Tax

Voters have the right to place measures before the electorate in the County or the State and the California State Legislature may take actions to limit the collection and use of the Proposition A Sales Tax. Such initiatives or actions may impact various aspects of the security, source of payment and other credit aspects of the Series 2024 Bonds. See “PROPOSITION A SALES TAX AND COLLECTIONS—Initiatives and Changes to Proposition A Sales Tax.”

Cybersecurity

LACMTA, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations and finances. As a recipient and provider of personal, private or other electronic sensitive information, LACMTA is potentially subject to multiple cyber threats

including, but not limited to, hacking, viruses, malware, ransomware and other attacks on computer and other sensitive digital networks and systems. To mitigate cybersecurity threats, LACMTA has established internal information technology security policies and procedures, which LACMTA reviews annually, to ensure that such policies and procedures reflect the current state of technology. No assurances can be given that the security and operational control measures of LACMTA will be successful in guarding against any and each cyber threat or breach. The cost of remedying damage or disruption caused by cyber-attacks could be substantial and in excess of any applicable insurance coverage.

DESCRIPTION OF THE SERIES 2024 BONDS

General

The Series 2024 Bonds are limited obligations of LACMTA to be issued pursuant to and secured under the Agreement. In connection with the issuance of (a) the Series 2024-A Bonds, LACMTA will enter into the Forty-First Supplemental Agreement to provide the terms of the Series 2024-A Bonds and related matters, and (b) the Series 2024-B Bonds, LACMTA will enter into the Forty-Second Supplemental Agreement to provide the terms of the Series 2024-B Bonds and related matters.

The Series 2024 Bonds will bear interest at the rates and mature in the principal amounts and on the dates shown on the inside cover of this Official Statement. LACMTA will pay interest on each January 1 and July 1, beginning [July 1, 2024/January 1, 2025]. Interest on the Series 2024 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2024 Bonds will be issued in fully registered form in denominations of \$5,000 or any integral multiple thereof. Upon initial issuance, the Series 2024 Bonds will be registered in the name of Cede & Co. as registered owner and nominee of DTC. As long as the Series 2024 Bonds are registered in such name or in the name of a successor nominee, the ownership of the Series 2024 Bonds will be evidenced by book-entry as described in “APPENDIX G—BOOK-ENTRY-ONLY SYSTEM.” Purchasers will not receive certificated Series 2024 Bonds. So long as Cede & Co. is the registered owner of the Series 2024 Bonds, reference herein to the Bondholders or registered owners will mean Cede & Co. as aforesaid and will not mean the Beneficial Owners (as defined herein) of the Series 2024 Bonds.

So long as Cede & Co. is the registered owner of the Series 2024 Bonds, principal and redemption price of and interest on the Series 2024 Bonds are payable by wire transfer of funds by the Trustee to Cede & Co., as nominee of DTC. DTC is obligated, in turn, to remit such amounts to its participants as described herein for subsequent disbursement to the Beneficial Owners. If the Series 2024 Bonds cease to be held by DTC or by a successor securities depository, the principal and redemption price of the Series 2024 Bonds will be payable at maturity or earlier redemption upon presentation and surrender of the Series 2024 Bonds at the principle office or agency of the Trustee, and interest on the Series 2024 Bonds will be payable by check mailed by first class mail on each Interest Payment Date to the Owners of the Series 2024 Bonds as of the Regular Record Date; provided, that Owners of \$1,000,000 or more in aggregate principal amount of Series 2024 Bonds may arrange for payment by wire transfer of immediately available funds upon written request given to the Trustee at least 15 days prior to an Interest Payment Date.

Redemption of Series 2024 Bonds*

Optional Redemption (Series 2024-A Bonds). The Series 2024-A Bonds maturing on or before July 1, 20__ are not subject to optional redemption prior to their stated maturities. The Series 2024-A Bonds maturing on and after July 1, 20__ are subject to redemption at the option of LACMTA on or after

* Preliminary; subject to change.

_____, 1, 20____, in whole or in part in Authorized Denominations at any time, from any moneys that may be provided for such purpose and at a redemption price of 100% of the principal amount of such Series 2024-A Bonds to be redeemed, plus accrued interest to the date fixed for redemption.\

Optional Redemption (Series 2024-B Bonds).

Optional Redemption at Par (On and after _____ 1, 20____). On and after _____ 1, 20____, the Series 2024-B Bonds maturing on and after July 1, 20____ are subject to redemption at the option of LACMTA, in whole or in part in Authorized Denominations at any time, from any moneys that may be provided for such purpose and at a redemption price of 100% of the principal amount of such Series 2024-A Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

Optional Redemption at Make-Whole Redemption Price (Prior to _____ 1, 20____). Prior to _____ 1, 20____, the Series 2024-B Bonds are subject to redemption at the option of LACMTA, in whole or in part in Authorized Denominations at any time, from any moneys that may be provided for such purpose and at a redemption price equal to the Series 2024-B Make-Whole Redemption Price.

“Series 2024-B Make-Whole Redemption Price” means the amount calculated by the Series 2024-B Designated Consultant equal to the greater of: (i) 100% of the principal amount of the Series 2024-B Bonds to be redeemed; or (ii) the sum of the present values of the applicable remaining payments of principal and interest on the Series 2024-B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series 2024-B Bonds are to be redeemed, discounted to the date of redemption of such Series 2024-B Bonds on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Series 2024-B Treasury Rate plus ____ basis points (____%); plus, in each case, accrued and unpaid interest on the Series 2024-B Bonds to be redeemed to the date fixed for redemption.

“Series 2024-B Treasury Rate” means with respect to any redemption date for a particular Series 2024-B Bond, the yield to maturity of United States Treasury securities (excluding inflation indexed securities) with a constant maturity (as compiled and published in the Federal Reserve Statistical Release H.15 (519) that has become publicly available not less than five nor more than 45 calendar days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)), most nearly equal to the period from the redemption date to the maturity date of the Series 2024-B Bond to be redeemed, as determined by the Series 2024-B Designated Consultant.

“Series 2024-B Designated Consultant” means an independent accounting firm, investment banking firm, or municipal advisor retained by LACMTA at LACMTA’s expense.

Mandatory Sinking Fund Redemption.

Series 2024-A Term Bonds. The Series 2024-A Bonds maturing on July 1, 20____ (the “Series 2024-A Term Bonds”), are subject to mandatory sinking fund redemption in the amount of the principal thereof, without premium, plus accrued interest thereon to the redemption date, to be paid on July 1 of the years and in the principal amounts set forth below:

Redemption Date (July 1)	Principal Amount
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* Final Maturity.

At the option of LACMTA, to be exercised by delivery of a written certificate to the Trustee, on or before the 60th day next preceding any mandatory sinking fund redemption date for the Series 2024-A Term Bonds, it may (a) deliver to the Trustee for cancellation the Series 2024-A Term Bonds or portions thereof (in Authorized Denominations) purchased in the open market or otherwise acquired by LACMTA or (b) specify a principal amount of Series 2024-A Term Bonds or portions thereof (in Authorized Denominations) which prior to said date have been optionally redeemed and previously cancelled by the Trustee, at the request of LACMTA and not theretofore applied as a credit against any mandatory sinking fund redemption requirement. Each such Series 2024-A Term Bond or portion thereof so purchased, acquired or optionally redeemed and delivered to the Trustee for cancellation will be credited by the Trustee at 100% of the principal amount thereof against the obligation of LACMTA to pay the principal of the Series 2024-A Term Bonds on such mandatory sinking fund redemption date.

Series 2024-B Term Bonds. The Series 2024-B Bonds maturing on July 1, 20__ (the “Series 2024-B Term Bonds”), are subject to mandatory sinking fund redemption in the amount of the principal thereof, without premium, plus accrued interest thereon to the redemption date, to be paid on July 1 of the years and in the principal amounts set forth below:

Redemption Date (July 1)	Principal Amount
-------------------------------------	-----------------------------

* Final Maturity.

At the option of LACMTA, to be exercised by delivery of a written certificate to the Trustee, on or before the 60th day next preceding any mandatory sinking fund redemption date for the Series 2024-B Term Bonds, it may (a) deliver to the Trustee for cancellation the Series 2024-B Term Bonds or portions thereof (in Authorized Denominations) purchased in the open market or otherwise acquired by LACMTA or (b) specify a principal amount of Series 2024-B Term Bonds or portions thereof (in Authorized Denominations) which prior to said date have been optionally redeemed and previously cancelled by the Trustee, at the request of LACMTA and not theretofore applied as a credit against any mandatory sinking fund redemption requirement. Each such Series 2024-B Term Bond or portion thereof so purchased, acquired or optionally redeemed and delivered to the Trustee for cancellation will be credited by the Trustee at 100% of the principal amount thereof against the obligation of LACMTA to pay the principal of the Series 2024-B Term Bonds on such mandatory sinking fund redemption date.

Notice of Redemption. The Trustee is required to give notice of redemption to the registered owners affected by such redemption at least 20 days but not more than 60 days before each redemption date, and to send such notice of redemption by first class mail (or, with respect to Series 2024 Bonds held

by DTC, by an express delivery service for delivery on the next following Business Day). Each notice of redemption will specify the Series 2024 Bonds to be redeemed; the maturity date and interest rate of the Series 2024 Bonds to be redeemed; the redemption date; the CUSIP numbers of the Series 2024 Bonds to be redeemed, the redemption price (or the formula that will be used to calculate the redemption price on the redemption date, provided a supplemental notice of redemption is delivered prior to the redemption date setting forth the actual redemption price) and the place or places where amounts due upon such redemption will be payable and if less than all of the Series 2024 Bonds of a maturity date and interest rate are to be redeemed, the numbers of the Series 2024 Bonds and the portions of Series 2024 Bonds to be redeemed; any condition to the redemption; and that on the redemption date, and upon the satisfaction of any such condition, the Series 2024 Bonds to be redeemed shall cease to bear interest.

If at the time of mailing of notice of an optional redemption moneys sufficient to redeem all the Series 2024 Bonds called for redemption have not been deposited with the Trustee, at the election of LACMTA such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Trustee not later than the opening of business one Business Day prior to the scheduled redemption date, and such notice will be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption will be canceled and on such cancellation date notice will be mailed to the holders of such Series 2024 Bonds to be redeemed in the same manner as the notice of redemption.

Failure to give any required notice of redemption or any defect therein will not affect the validity of the call for redemption of any Series 2024 Bonds in respect of which no failure or defect occurs. Any notice sent as provided above will be conclusively presumed to have been given whether or not actually received by the addressee.

Selection of Series 2024-A Bonds to be Redeemed. The Series 2024-A Bonds are subject to redemption in such order of maturity (except mandatory sinking fund redemption payments on the Series 2024-A Term Bonds) as LACMTA may direct and by lot within such maturity selected in such manner as the Trustee (or DTC, as long as DTC is the securities depository for the Series 2024 Bonds), deems appropriate. Except as otherwise provided under the procedures of DTC, on or before the 45th day prior to any mandatory sinking fund redemption date, the Trustee will proceed to select for redemption (by lot in such manner as the Trustee may determine), from the Series 2024-A Term Bonds, an aggregate principal amount of the Series 2024-A Term Bonds equal to the amount for such year as set forth in the table under “*Mandatory Sinking Fund Redemption—Series 2024-A Term Bonds*” above and will call the Series 2024-A Term Bonds or portions thereof (in Authorized Denominations) for redemption and give notice of such call.

Selection of Series 2024-B Bonds for Redemption; Series 2024-B Bonds Redeemed in Part. Redemption of the Series 2024-B Bonds will only be in Authorized Denominations. The Series 2024-B Bonds are subject to redemption in such order of maturity (except mandatory sinking fund payments on the Series 2024-B Term Bonds) as LACMTA may direct. If less than all of the Series 2024-B Bonds of a maturity are redeemed prior to their stated maturity date, the particular Series 2024-B Bonds to be redeemed will be selected on a pro-rata pass-through distribution of principal basis in accordance with the rules and procedures of DTC.

It is LACMTA’s intent that redemption allocations made by DTC, the Participants or such other intermediaries that may exist between LACMTA and the beneficial owners of the Series 2024-B Bonds will be made on a pro-rata pass-through distribution of principal basis. However, so long as the Series 2024-B Bonds are Book-Entry Bonds, the selection for redemption of such Series 2024-B Bonds will be made in accordance with the operational arrangements of DTC then in effect. LACMTA cannot provide any assurance, nor will LACMTA have any responsibility or obligation to ensure that DTC, the Participants

or any other intermediaries allocate redemptions of the Series 2024-B Bonds among beneficial owners on a prorata pass-through distribution of principal basis. If the DTC operational arrangements do not allow for the redemption of the Series 2024-B Bonds on a pro-rata pass-through distribution of principal basis, the Series 2024-B Bonds will be selected for redemption, in accordance with DTC procedures, by lot. If the Series 2024-B Bonds are not Book-Entry Bonds and less than all of the Series 2024-B Bonds of a maturity date are to be redeemed, the Series 2024-B Bonds to be redeemed will be selected by the Trustee on a pro-rata pass-through distribution of principal basis among all of the holders of the Series 2024-B Bonds based on the principal amount of Series 2024-B Bonds owned by such holders.

Effect of Redemption. If notice is given as described above under “*Notice of Redemption*” and the moneys for payment of the redemption price are on deposit with the Trustee, the Series 2024 Bonds called for redemption will be due and payable on the redemption date, interest on such Series 2024 Bonds will cease to accrue after such date, such Series 2024 Bonds will cease to be entitled to any lien, benefit or security under the Agreement, and the registered owners of the redeemed Series 2024 Bonds will have no rights under the Agreement after the redemption date other than the right to receive the redemption price for such Series 2024 Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS

Security for the Series 2024 Bonds

The Series 2024 Bonds are limited obligations of LACMTA payable from and secured by a first lien on and pledge of the Pledged Revenues, which are moneys collected as a result of the imposition of the Proposition A Sales Tax, less 25% thereof which constitutes the Local Allocation and less an administrative fee paid to CDTFA in connection with the collection and disbursement of the Proposition A Sales Tax. In addition, the Series 2024 Bonds are secured by all other amounts held by the Trustee under the Agreement except for amounts held in any debt service reserve fund, rebate fund or escrow fund. Additionally, the Agreement provides that Pledged Revenues also include any Local Allocation that a local jurisdiction authorizes to be pledged to secure the Series 2024 Bonds, plus such additional sources of revenue, if any, which are hereafter pledged to pay the Series 2024 Bonds under a subsequent trust agreement. As of the date of this Official Statement, no local jurisdiction has pledged any of its Local Allocation to secure any First Tier Senior Lien Bonds, including the Series 2024 Bonds. Pledged Revenues do not include any Proposition A Sales Tax revenues that are released by the Trustee to (a) the payment of the Second Tier Obligations (as defined herein) (there are no Second Tier Obligations outstanding, nor are additional Second Tier Obligations currently expected to be issued), (b) the payment of the Third Tier Obligations (which consist of the Proposition A Commercial Paper Notes (as defined under “PROPOSITION A SALES TAX OBLIGATIONS—Outstanding Proposition A Sales Tax Obligations”), or (c) LACMTA for the payment, if necessary, of the General Revenue Bonds (as defined under “PROPOSITION A SALES TAX OBLIGATIONS—Other Obligations”) and certain other amounts described herein and any other lawful purposes of LACMTA. LACMTA is not obligated to make payments of principal of and interest on the Series 2024 Bonds from any other source of funds. The Series 2024 Bonds are payable from and secured by Pledged Revenues on a parity with the Outstanding First Tier Senior Lien Bonds and any additional First Tier Senior Lien Bonds that may be issued in the future. See “—Additional First Tier Senior Lien Bonds” and “PROPOSITION A SALES TAX OBLIGATIONS—Outstanding Proposition A Sales Tax Obligations—First Tier Senior Lien Bonds.” For a description of the Proposition A Sales Tax and collections related thereto, see “PROPOSITION A SALES TAX AND COLLECTIONS.”

Neither the faith and credit nor the taxing power of the County, the State or any political subdivision or public agency thereof, other than LACMTA to the extent of the Pledged Revenues and certain other amounts held by the Trustee under the Agreement, is pledged to the payment of the

principal of or interest on the Series 2024 Bonds. LACMTA has no power to levy property taxes to pay the principal of or interest on the Series 2024 Bonds.

The Series 2024 Bonds are limited obligations of LACMTA and are payable, as to both principal and interest, solely from a first lien on and pledge of the Pledged Revenues and certain other amounts held by the Trustee under the Agreement. Other than Pledged Revenues and such other amounts held by the Trustee under the Agreement, the general fund of LACMTA is not liable, and neither the credit nor the taxing power of LACMTA is pledged, to the payment of the principal of or interest on the Series 2024 Bonds.

Proposition A Sales Tax Obligations

LACMTA has variety of obligations outstanding that are payable from the Proposition A Sales Tax, including First Tier Senior Lien Bonds, the Proposition A Commercial Paper Notes and certain amounts owed under a letter of credit reimbursement agreement entered into in connection with the Proposition A Commercial Paper Notes. As of the date of this Official Statement, LACMTA has three priority levels of obligations secured by the Proposition A Sales Tax: its First Tier Senior Lien Bonds (including the Series 2024 Bonds), its Second Tier Obligations (there are no Second Tier Obligations outstanding, nor are additional Second Tier Obligations currently expected to be issued) and its Third Tier Obligations (which include the Proposition A Commercial Paper Notes and related obligations). Additionally, LACMTA has incurred other obligations which are secured by certain “remaining” Proposition A Sales Tax cash receipts. LACMTA has the ability to issue additional obligations that are payable from the Proposition A Sales Tax if it satisfies certain tests. See “PROPOSITION A SALES TAX OBLIGATIONS.”

Flow of Funds

Pursuant to an agreement between LACMTA and CDTFA, CDTFA is required to remit monthly directly to the Trustee the Proposition A Sales Tax revenues after deducting CDTFA’S costs of administering the Proposition A Sales Tax and after paying directly to LACMTA the Local Allocation (25% of net Proposition A Sales Tax cash receipts) (which for purposes of administrative ease is actually transferred first to the Trustee who then disburses the Local Allocation to LACMTA). Under the Agreement, the Trustee is required to deposit and apply the moneys received from CDTFA (75% of net Proposition A Sales Tax cash receipts), as needed, taking into consideration any other funds previously deposited or applied in such month for such purposes, as follows:

FIRST, to the credit of the Bond Interest Account for the First Tier Senior Lien Bonds, an amount equal to the Aggregate Accrued Interest for the current calendar month less any Excess Deposit made with respect to the last preceding calendar month plus any Deficiency existing on the first day of the calendar month plus any amount of interest which has become due and has not been paid and for which there are insufficient funds in the Bond Interest Account or another special account to be used to make such payment;

SECOND, to the credit of the Bond Principal Account for the First Tier Senior Lien Bonds, the Aggregate Accrued Principal for the current calendar month plus any Accrued Premium and any Deficiency existing on the first day of the calendar month plus any amount of principal which has become due and has not been paid and for which there are insufficient funds in the Bond Principal Account or another special account to be used to make such payment;

THIRD, to the credit of the Reserve Fund and any other Debt Service Reserve Fund, such portion of the balance, if any, remaining after making the deposits to the Bond Interest Account

and the Bond Principal Account described above, as is necessary to increase the amount on deposit in the Reserve Fund and such other Debt Service Reserve Funds to an amount equal to the Reserve Fund Requirement and the applicable Debt Service Reserve Fund Requirement, respectively, or if the entire balance is less than the amount necessary, then the entire balance will be deposited into the Reserve Fund and the Debt Service Reserve Funds on a pro-rata basis with respect to the Outstanding principal amounts of the applicable First Tier Senior Lien Bonds secured by the Reserve Fund and the other Debt Service Reserve Funds; provided, however, that so long as any Reserve Fund Insurance Policy is in effect and the Reserve Insurer is not in default of its obligations thereunder, the Trustee shall withdraw from the Reserve Fund or the Debt Service Reserve Funds, as applicable, an amount sufficient to pay the Reserve Insurer the greater of (i) the minimum amount required to be paid in accordance with the provisions of such Reserve Fund Insurance Policy and any related agreements between LACMTA and the Reserve Insurer, or (ii) the amount necessary to reinstate the amount available to be drawn under such Reserve Fund Insurance Policy in order to meet the Reserve Fund Requirement. The Series 2024 Bonds are not secured by the Reserve Fund or any other Debt Service Reserve Fund. See “—The Series 2024 Bonds Are Not Secured by Any Debt Service Reserve Fund” below);

FOURTH, to make deposits for the payment of Second Tier Obligations (there are no Second Tier Obligations outstanding, nor are additional Second Tier Obligations currently expected to be issued); and

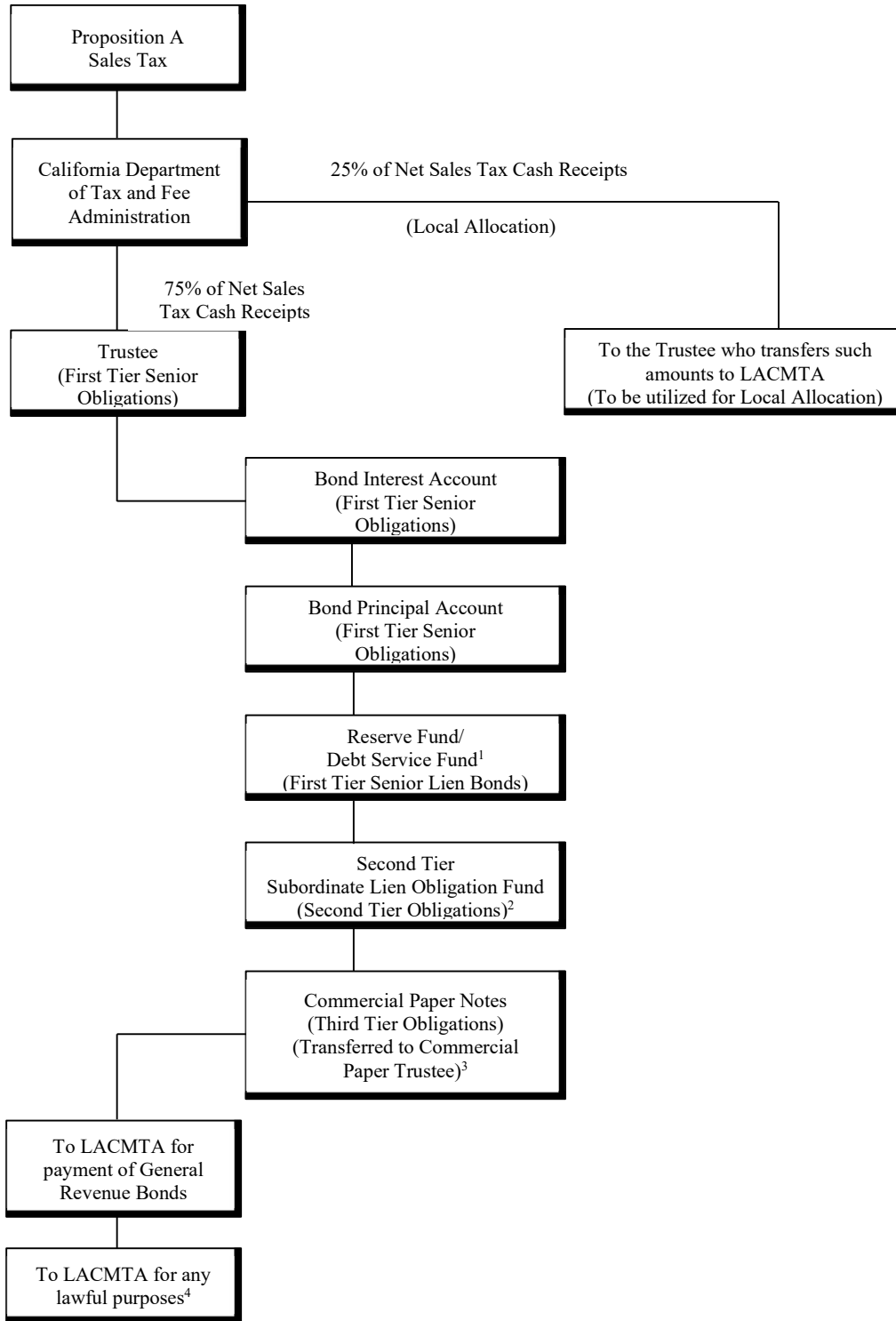
FIFTH, to pay any remaining amount to the trustee under a subordinate trust agreement in such amounts and at such times as will be needed to provide for payment of such obligations in accordance with a Supplemental Trust Agreement or Supplemental Trust Agreements relating to such subordinate debt, including but not limited to the obligation of LACMTA with respect to the Proposition A Commercial Paper Notes described herein (including the reimbursement obligations of LACMTA related to letters of credit for such Proposition A Commercial Paper Notes).

Any remaining funds will then be transferred to LACMTA and will be available to be used for any lawful purpose. Any Pledged Revenues remaining after making deposits First through Fourth above will no longer be available to pay debt service on the First Tier Senior Lien Bonds. As of the date of this Official Statement, LACMTA has granted pledges on the remaining Proposition A Sales Tax revenues to the payment of and reserve requirements for the General Revenue Bonds. See “PROPOSITION A SALES TAX OBLIGATIONS—Outstanding Proposition A Sales Tax Obligations—Other Obligations” for definitions of the capitalized terms used in the preceding sentence. After the payment of the General Revenue Bonds, LACMTA may use any remaining Proposition A Sales Tax revenues in accordance with the provisions of Ordinance No. 16 (as defined herein).

Table 1 on the following page provides a graphic presentation of the flow of funds for Proposition A Sales Tax cash receipts as of the date of issuance of the Series 2024 Bonds.

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



¹ The Series 2024 Bonds are not secured by the Reserve Fund or any other Debt Service Reserve Fund. See “—The Series 2024 Bonds Are Not Secured by Any Debt Service Reserve Fund” below.

² There are no Second Tier Obligations outstanding, nor are any additional Second Tier Obligations currently expected to be issued.

³ Also includes reimbursement obligations of LACMTA related to letters of credit for such Proposition A Commercial Paper Notes.

⁴ All remaining funds are transferred to LACMTA, are released from the lien established under the Agreement, and are thereafter no longer Pledged Revenues under the Agreement.

The Series 2024 Bonds Are Not Secured by Any Debt Service Reserve Fund

The Series 2024 Bonds are not secured by the Reserve Fund or any other Debt Service Reserve Fund. At the time of issuance of the Series 2024 Bonds and the refunding and defeasance of the Refunded Bonds, no other First Tier Senior Lien Bonds will be secured by the Reserve Fund or any other Debt Service Reserve Fund.

Additional First Tier Senior Lien Bonds

Upon compliance with the terms of the Agreement, LACMTA is permitted to issue Additional First Tier Senior Lien Bonds under the Agreement secured by Pledged Revenues on a parity basis with the Outstanding First Tier Senior Lien Bonds. First Tier Senior Lien Bonds may be issued for any purpose for which LACMTA at the time of issuance may incur debt, including, if LACMTA may then otherwise do so, for the purpose of loaning the proceeds to other entities.

Pursuant to the Agreement, prior to issuance of any First Tier Senior Lien Bonds, including the issuance of the Series 2024 Bonds, there will be delivered to the Trustee, in addition to other items, a certificate prepared by a Consultant showing that 35% (or such greater percentage permitted by the immediately following paragraph) of the Proposition A Sales Tax collected for any 12 consecutive months out of the 15 consecutive months immediately preceding the issuance of the proposed First Tier Senior Lien Bonds was at least equal to 115% of Maximum Annual Debt Service for all First Tier Senior Lien Bonds which will be outstanding immediately after the issuance of the proposed First Tier Senior Lien Bonds. This covenant, combined with the fact that 75% of the Proposition A Sales Tax collected is available to LACMTA and pledged to debt service, creates an additional bonds test effectively requiring that Pledged Revenues be at least 246% Maximum Annual Debt Service.

If any city entitled to receive a Local Allocation has authorized the pledging of all or a portion of its share of the Local Allocation to secure the First Tier Senior Lien Bonds, the duration of such pledge is not less than the term of any First Tier Senior Lien Bonds then issued and Outstanding or currently proposed to be issued, and a certified copy of the city's ordinance, resolution or other official action authorizing the pledge and setting forth the terms of such pledge and a written opinion of bond counsel that the pledge of such portion of the Local Allocation is a valid pledge of LACMTA have been filed with the Trustee, then the reference to 35% in the immediately preceding paragraph will be replaced with the percentage which is equal to 35% plus the percentage determined by dividing the amount of the Local Allocation then included in Pledged Tax by the total Proposition A Sales Tax.

For purposes of the comparisons set forth in the Consultant's certificate, the actual historical Proposition A Sales Tax revenues may be adjusted by the Consultant if there has been or upon the issuance of the proposed First Tier Senior Lien Bonds there will be a change in the base upon which the Proposition A Sales Tax is imposed, the Proposition A Sales Tax revenues for the 12 months used in the comparisons will be adjusted to reflect the amount of Proposition A Sales Tax revenues which would have resulted had the change in the base occurred on the first day of such 12 month period.

Under the Agreement, "Maximum Annual Debt Service" generally means the greatest amount of principal and interest becoming due and payable on all First Tier Senior Lien Bonds in the Fiscal Year in which the calculation is made or in any subsequent Fiscal Year. However, if LACMTA issues variable rate bonds and enters into an interest rate swap agreement related to any First Tier Senior Lien Bonds, the Agreement permits LACMTA to use the fixed rate it pays under the interest rate swap agreement for purposes of determining the maximum amount of interest becoming due and payable on such First Tier Senior Lien Bonds. For the definition of Maximum Annual Debt Service, see "APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS—DEFINITIONS."

The certificate described above will not be required, however, if the Additional First Tier Senior Lien Bonds to be issued are being issued for the purpose of refunding then Outstanding First Tier Senior Lien Bonds and there is delivered to the Trustee, instead, a certificate of the Authorized Authority Representative showing that Maximum Annual Debt Service on all First Tier Senior Lien Bonds Outstanding after the issuance of the refunding First Tier Senior Lien Bonds will not exceed Maximum Annual Debt Service on all First Tier Senior Lien Bonds Outstanding prior to the issuance of such First Tier Senior Lien Bonds.

PROPOSITION A SALES TAX AND COLLECTIONS

The Proposition A Sales Tax

Under the California Public Utilities Code, LACMTA is authorized to adopt retail transactions and use tax ordinances applicable in the incorporated and unincorporated territory of the County in accordance with California's Transaction and Use Tax Law (California Revenue and Taxation Code Section 7251 et seq.), upon authorization by a specified percentage of the electors voting on the issue. In accordance with the County Transportation Commissions Act (Section 130000 et seq. of the California Public Utilities Code (the "Transportation Commissions Act")), the Commission (as predecessor to LACMTA), on August 20, 1980, adopted Ordinance No. 16 ("Ordinance No. 16") which imposed a retail transactions and use tax for public transit purposes. Ordinance No. 16 was submitted to the electors of the County in the form of "Proposition A" and approved at an election held on November 4, 1980. Ordinance No. 16 imposes a tax of ½ of 1% of the gross receipts of retailers from the sale of tangible personal property sold at retail in the County and a use tax at the same rate upon the storage, use or other consumption in the County of such property purchased from any retailer for storage, use or other consumption in the County, subject to certain limited exceptions. The retail transactions and use tax imposed by Ordinance No. 16 and approved by the voters with the passage of Proposition A is referred to in this Official Statement as the "Proposition A Sales Tax." As approved by the voters, the Proposition A Sales Tax is not limited in duration. The validity of the Proposition A Sales Tax was upheld in 1982 by the California Supreme Court in *Los Angeles County Transportation Commission v. Richmond*. See "LITIGATION." See also "APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY—LITIGATION."

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Collection of the Proposition A Sales Tax is administered by CDTFA, which imposes a charge for administration. Such charge is based on the actual costs incurred by CDTFA in connection with the administration of the collection of the Proposition A Sales Tax. In accordance with Ordinance No. 16, LACMTA is required to allocate the proceeds of the Proposition A Sales Tax as follows:

TABLE 2
Allocation of Proposition A Sales Tax

Use	Percentage
Local Allocation	25%
Rail Development Program ¹	35
Discretionary	<u>40</u>
TOTAL	<u>100%</u> ²

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

² Up to 5% of the Proposition A Sales Tax revenues received by LACMTA may be used by LACMTA to pay administrative costs. Administrative costs are payable only from Proposition A Sales Tax revenues that have been released to LACMTA and are no longer Pledged Revenues. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS—Flow of Funds” above.

Source: LACMTA

CDTFA has agreed to remit directly on a monthly basis the remaining Proposition A Sales Tax revenues to the Trustee after deducting the costs of administering the Proposition A Sales Tax and disbursing the Local Allocation to LACMTA (which for purposes of administrative ease, is first transferred to the Trustee who then disburses the Local Allocation to LACMTA). After application of Proposition A Sales Tax revenues to the funds and accounts related to the First Tier Senior Lien Bonds in accordance with the Agreement, the Trustee is required to transfer the remaining unapplied Proposition A Sales Tax revenues for deposit to the funds and accounts established and maintained for the Second Tier Obligations and the Proposition A Commercial Paper Notes and related obligations. Any Proposition A Sales Tax revenues remaining after the deposits described above are required to be released to LACMTA to be used by LACMTA first, if necessary, to pay debt service on the General Revenue Bonds, and second, for any lawful purposes of LACMTA. The First Tier Senior Lien Bonds do not have a lien on and are not secured by any Proposition A Sales Tax revenues that are released by the Trustee and deposited to the funds and accounts established and maintained for the Second Tier Obligations or the Proposition A Commercial Paper Notes or that are transferred to LACMTA to be used to pay debt service on the General Revenue Bonds or for any lawful purposes of LACMTA.

The amount retained by CDTFA from collections of Proposition A Sales Tax is based on the total local entity cost reflected in the annual budget of the State, and includes direct, shared and central agency costs incurred by CDTFA. The amount retained by CDTFA is adjusted to account for the difference between CDTFA’s recovered costs and its actual costs during the prior two Fiscal Years. For Fiscal Years 2019 through 2023, CDTFA’s fee for administering the Proposition A Sales Tax was as follows:

Fiscal Year Ended (June 30)	Fee (\$'s in millions)	Percentage of Proposition A Sales Tax Receipts
2019	\$8.9	1.0%
2020	9.2	0.9
2021	7.1	0.8
2022	7.9	0.7
2023	9.1	0.8

CDTFA has advised LACMTA that its fee for Fiscal Year 2024 is estimated to be \$9.1 million. LACMTA assumes that the CDTFA fee may increase incrementally each year. CDTFA can change the fee at its discretion in the future.

Under the Agreement, LACMTA has covenanted that (a) it will not take any action which will impair or adversely affect in any manner the pledge of the Pledged Revenues or the rights of the holders of the First Tier Senior Lien Bonds, including the Series 2024 Bonds; and (b) it will be unconditionally and irrevocably obligated, so long as any of the First Tier Senior Lien Bonds, including the Series 2024 Bonds, are outstanding and unpaid, to take all lawful action necessary or required to continue to entitle LACMTA to receive the Pledged Revenues at the same rates as provided by law (as of the date of the Agreement), to pay from the Pledged Revenues the principal of and interest on the First Tier Senior Lien Bonds in the manner and pursuant to the priority set forth in the Agreement, and to make the other payments provided for in the Agreement.

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

The ½ of 1% Proposition A Sales Tax imposed by LACMTA in the County is in addition to the general sales tax levied statewide by the State (currently 7.25%), the ½ of 1% sales tax imposed by LACMTA pursuant to Ordinance No. 49 of the Commission known as “Proposition C” (such sales tax is referred to herein as the “Proposition C Sales Tax”), the 30-year ½ of 1% sales tax approved by County voters in November 2008 to fund LACMTA transportation projects and operations known as the “Measure R Sales Tax,” the ½ of 1% (increasing to 1% upon the expiration of the Measure R Sales Tax) sales tax approved by County voters in November 2016 to fund LACMTA transportation projects and operations known as the “Measure M Sales Tax,” the 10-year ¼ of 1% sales tax approved by County voters in March 2017 to fund programs to assist the County’s homeless population known as the “Measure H Sales Tax,” and the sales taxes that apply only within certain cities in the County. [The cities of Avalon, Downey, El Monte, Inglewood, La Puente and Torrance in the County have each enacted a sales tax of ½ of 1% applicable to transactions within their respective city limits. The cities of Alhambra, Arcadia, Azusa, Bell Gardens, Bellflower, Burbank, Carson, Commerce, Covina, Cudahy, Culver City, Duarte, Gardena, Glendale, Glendora, Hawaiian Gardens, Hawthorne, Huntington Park, Irwindale, La Verne, Lakewood, Lancaster, Lawndale, Lomita, Monrovia, Montebello, Norwalk, Palmdale, Paramount, Pasadena, Pomona, San Fernando, San Gabriel, Sierra Madre, Signal Hill, South El Monte, Vernon, West Hollywood and

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

Initiatives and Changes to Proposition A Sales Tax

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

The Act of 1998. One such initiative was approved by the voters of the County in 1998 in the form of the "Metropolitan Transportation Authority Reform and Accountability Act of 1998" (the "Act of 1998"). The Act of 1998 prohibits the use of Proposition A Sales Tax and Proposition C Sales Tax (but not the use of Measure R Sales Tax or Measure M Sales Tax) to pay any costs of planning, design, construction or operation of any "New Subway," including debt service on bonds, notes or other evidences of indebtedness issued for such purposes after March 30, 1998. "New Subway" is defined in the Act of 1998 to mean any rail line which is in a tunnel below the grade level of the earth's surface (including any extension or operating segment thereof), except for Segment 1, Segment 2 and Segment 3 (North Hollywood) of the Red Line. The Act of 1998 does not limit the use of Proposition A Sales Tax or Proposition C Sales Tax revenues to provide public mass transit improvements to railroad right-of-ways. The Act of 1998 does not limit in any way the collection of the Proposition A Sales Tax or the Proposition C Sales Tax; it only limits the uses of such taxes. LACMTA believes that the proceeds of all obligations previously issued by LACMTA which are secured by the Proposition A Sales Tax and/or the Proposition C Sales Tax have been used for permitted purposes under the Act of 1998. **Therefore, the Act of 1998 has no effect on LACMTA's ability to continue to use the Proposition A Sales Tax or the Proposition**

C Sales Tax to secure payment of its outstanding obligations secured by the Proposition A Sales Tax or the Proposition C Sales Tax. Additionally, LACMTA will covenant not to use the proceeds of the Series 2024 Bonds in a manner inconsistent with the provisions of the Act of 1998, and the Act of 1998 will not limit the ability of LACMTA to secure payment of the Series 2024 Bonds with a pledge of the Proposition A Sales Tax.

As required by the Act of 1998, LACMTA contracted with an independent auditor to complete an audit with respect to the receipt and expenditure of Proposition A Sales Tax and Proposition C Sales Tax between the effective dates of Proposition A and Proposition C and June 30, 1998. The independent auditor completed the audit in November 1999. The Act of 1998 further requires LACMTA to contract for an independent audit each subsequent Fiscal Year to determine LACMTA's compliance with the provisions of Proposition A, Proposition C and the Act of 1998 relating to the receipt and expenditure of Proposition A Sales Tax revenues and Proposition C Sales Tax revenues. For Fiscal Years 1999 through [2023], the independent auditors determined that LACMTA was in compliance with Proposition A, Proposition C and the Act of 1998 for each such respective Fiscal Year (the "Annual Act of 1998 Audit").

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

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

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Historical Proposition A Sales Tax Collections

The following table presents, among other things, collections of net Proposition A Sales Tax revenues and corresponding Pledged Revenues for the Fiscal Years ended June 30, 2014 through June 30, 2023.

TABLE 3
Historical Net Proposition A Sales Tax Revenues,
Local Allocations and Pledged Revenues
(dollars in millions¹)

Fiscal Year	Net Proposition A Sales Tax Revenue ²	Annual Percentage Change	Allocations to Local Governments	Pledged Revenues ³
2014 ⁴	\$ 717.1	4.35%	\$179.3	\$537.7
2015	745.7	3.99	186.4	559.2
2016	763.6	2.40	190.9	572.7
2017	789.3	3.37	197.3	592.0
2018	836.5	5.98	209.1	627.4
2019	846.5	1.20	211.6	634.9
2020 ⁵	824.6	(2.59)	206.1	618.4
2021 ⁶	911.3	10.51	227.8	683.5
2022 ⁶	1,091.2	19.75	272.8	818.4
2023	1,111.2	1.83	277.8	833.4

¹ Rounded to closest \$100,000.

² Reflects Proposition A Sales Tax revenues, reported according to accrual basis accounting, presented in LACMTA's audited financial statements, less administrative fees paid to the CDTFA.

³ Net Proposition A Sales Tax revenues less Allocations to Local Governments.

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

⁵ Proposition A Sales Tax revenues decreased due to "safer-at-home" orders issued in response to the COVID-19 pandemic.

⁶ Proposition A Sales Tax revenues increased substantially due to economic recovery from COVID-19 pandemic recession.

Source: LACMTA

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The following table sets forth the amount of Proposition A Sales Tax receipts, on a cash basis, received for the most recent nine quarters and the changes in such amounts from the corresponding period in the prior year. Proposition A Sales Tax receipts, on a cash basis for a quarterly period, are determined by Proposition A Sales Tax revenues generated by sales activity generally occurring in the previous quarter, less any amount previously advanced, plus an advance for the first month of the next quarter. For example, for the quarter ending December 31, 2023, reported according to cash basis accounting, Proposition A Sales Tax receipts were approximately \$275.2 million, which receipts generally represented sales activity occurring in July, August and September 2023, less the advances previously received for those quarterly sales, plus an advance for October 2023 sales (received in December).

TABLE 4
Selected Actual Proposition A Sales Tax Revenue Information
 (values are cash basis)

Quarter Ended	Quarterly Receipts (\$ millions)	Change from Same Period of Prior Year	Rolling 12 Months Receipts (\$ millions)	Change from Same Period of Prior Year
December 31, 2023	\$275.2	(3.5)%	\$1,102.2	(0.9)%
September 30, 2023	284.1	0.1	1,112.2	1.3
June 30, 2023	257.5	(5.0)	1,111.9	2.8
March 31, 2023	285.3	2.0	1,125.5	8.1
December 31, 2022	285.3	8.6	1,120.0	14.7
September 30, 2022	283.8	5.8	1,097.4	18.6
June 30, 2022	271.2	17.5	1,081.9	24.5
March 31, 2022	279.8	30.5	1,041.6	30.2
December 31, 2021	262.7	24.3	976.3	19.3

¹ Reported according to cash basis accounting.
 Source: LACMTA

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

PROPOSITION A SALES TAX OBLIGATIONS

General

LACMTA has three priority levels of obligations secured by the Proposition A Sales Tax: its First Tier Senior Lien Bonds (which includes the Series 2024 Bonds), its Second Tier Obligations (there are no Second Tier Obligations outstanding, nor are additional Second Tier Obligations currently expected to be issued) and its Third Tier Obligations (which include the Proposition A Commercial Paper Notes and related obligations). In addition, LACMTA has incurred other obligations which are secured by certain “remaining” Proposition A Sales Tax cash receipts. See “—Outstanding Proposition A Sales Tax Obligations—Other Obligations.”

LACMTA had outstanding the following Proposition A Sales Tax obligations as of March 1, 2024: First Tier Senior Lien Bonds in the aggregate principal amount of \$669,700,000 (including the Refunded Bonds); and Proposition A Commercial Paper Notes in the aggregate principal amount of \$92,500,000. See “—Outstanding Proposition A Sales Tax Obligations.” See “—Outstanding Proposition A Sales Tax Obligations.” Also see “PLAN OF REFUNDING AND APPLICATION OF SERIES 2024 BOND PROCEEDS—Use of Proceeds; Plan of Refunding.”

LACMTA may issue additional First Tier Senior Lien Bonds upon the satisfaction of certain conditions contained in the Agreement. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS—Additional First Tier Senior Lien Bonds.” See “FUTURE TRANSPORTATION IMPROVEMENTS—Capital Planning” in APPENDIX A for a discussion of the Short Range Financial Forecast and LACMTA’s expectation that it will issue additional First Tier Senior Lien Bonds in the future to finance certain transit projects. LACMTA may issue additional subordinate obligations, including additional Proposition A Commercial Paper Notes in the future. LACMTA also has incurred other obligations which are secured by certain “remaining” Proposition A Sales Tax cash receipts. See “—Other Obligations” below.

Debt Service Coverage

The following table presents historical Pledged Revenues and First Tier Senior Lien Bond debt service coverage ratios for the Fiscal Years ended June 30, 2014 through June 30, 2023.

TABLE 5
Proposition A Pledged Revenues and Debt Service Coverage
(dollars in millions)¹

Fiscal Year	Pledged Revenues²	First Tier Senior Lien Bonds Total Debt Service³	First Tier Senior Lien Bonds Debt Service Coverage Ratio	Proposition A Sales Tax Revenues Remaining After Payment of First Tier Senior Lien Bonds
2014 ⁴	\$537.7	\$145.1	3.71x	\$392.7
2015	559.2	144.5	3.87	414.7
2016	572.7	142.9	4.01	429.8
2017	592.0	134.5	4.40	457.5
2018	627.4	159.2	3.94	468.2
2019	634.9	136.4	4.65	498.5
2020 ⁵	618.4	157.6	3.92	460.8
2021 ⁶	683.5	155.7	4.39	527.8
2022 ⁶	818.4	127.5	6.42	690.9
2023	833.4	127.9	6.52	705.5

¹ Rounded to the closest \$100,000.

² 75% of Net Proposition A Sales Tax revenue (less administrative fee, special adjustments and Local Allocations). See Table 3 above.

³ Calculated on a bond year ending July 1 as opposed to a Fiscal Year ending June 30.

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

⁵ Proposition A Sales Tax revenues decreased due to “safer-at-home” orders issued in response to the COVID-19 pandemic.

⁶ Proposition A Sales Tax revenues increased substantially due to economic recovery from COVID-19 pandemic recession.

Source: LACMTA

Outstanding Proposition A Sales Tax Obligations

Outstanding obligations of LACMTA payable from the Proposition A Sales Tax consist of sales tax revenue bonds, commercial paper notes, and certain amounts owed under a letter of credit reimbursement agreement.

First Tier Senior Lien Bonds. LACMTA had the following First Tier Senior Lien Bonds outstanding as of March 1, 2024.

TABLE 6
Los Angeles County Metropolitan Transportation Authority
First Tier Senior Lien Bonds
(Outstanding as of March 1, 2024)

First Tier Senior Lien Bonds ¹	Outstanding Principal Amount
Senior Sales Tax Revenue Refunding Bonds, Series 2019-A	\$ 21,360,000
Senior Sales Tax Revenue Refunding Bonds, Series 2018-A	9,630,000
Senior Sales Tax Revenue Bonds, Series 2017-A (Green Bonds)	444,340,000
Senior Sales Tax Revenue Refunding Bonds, Series 2016-A	88,185,000
Senior Sales Tax Revenue Refunding Bonds, Series 2015-A ²	17,320,000
Senior Sales Tax Revenue Refunding Bonds, Series 2014-A ²	<u>88,865,000</u>
Total	<u>\$669,700,000</u>

¹ The First Tier Senior Lien Bonds are payable from and constitute prior first liens on Proposition A Sales Tax revenue. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS—Security for the Series 2024 Bonds.”

² Upon the issuance of the Series 2024-A Bonds, all or a portion of the Series 2014-A Bonds and the Series 2015-A Bonds will be refunded and defeased. See “PLAN OF REFUNDING AND APPLICATION OF SERIES 2024 BOND PROCEEDS.”
Source: LACMTA

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

Third Tier Obligations. Pursuant to the Subordinate Trust Agreement, dated as of January 1, 1991, as amended and supplemented, by and between LACMTA (as successor to the Commission) and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, successor to BankAmerica Trust Company, as successor to Security Pacific National Trust Company (New York), as trustee, LACMTA is authorized to issue up to \$350,000,000 aggregate principal amount of its Proposition A commercial paper notes (the “Proposition A Commercial Paper Notes”).

The Proposition A Commercial Paper Notes can only be issued and outstanding if they are supported by a letter of credit. Proposition A Commercial Paper Notes totaling \$150,000,000 in aggregate principal amount are supported by a letter of credit (the “Proposition A CP Letter of Credit”) issued by Bank of America, N.A. The following table sets forth certain terms of the current Proposition A CP Letter of Credit.

TABLE 7
Proposition A CP Letter of Credit¹

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

¹ Supports \$150,000,000 of principal of and \$13,315,069 of interest on the Proposition A Commercial Paper Notes.
Source: LACMTA

The Proposition A Commercial Paper Notes and LACMTA’s reimbursement obligations with respect to the Proposition A CP Letter of Credit constitute “Third Tier Obligations,” and are payable from Proposition A Sales Tax revenues on a subordinate basis to the First Tier Senior Lien Bonds (including the Series 2024 Bonds) and any Second Tier Obligations. As of March 1, 2024, \$50,000,000 aggregate principal amount of the tax-exempt Proposition A Commercial Paper Notes were outstanding, and \$42,500,000 aggregate principal amount of the taxable Proposition A Commercial Paper Notes were outstanding. See “PLAN OF REFUNDING AND APPLICATION OF SERIES 2024 BOND PROCEEDS—Use of Proceeds; Plan of Refunding—Refinanced Commercial Paper Notes” for a discussion of LACMTA’s plan to refund all of the outstanding Proposition A Commercial Paper Notes with a portion of the proceeds of the Series 2024 Bonds.

Other Obligations

General Revenue Bonds. As of March 1, 2024, there was \$42,795,000 aggregate principal amount of LACMTA’s General Revenue Refunding Bonds (Union Station Gateway Project), Series 2015 (the “General Revenue Bonds”) outstanding with a final maturity of July 1, 2027. The General Revenue Bonds are secured by a pledge of farebox revenues, fee and advertising revenues (collectively, “General Revenues”) and Proposition A Sales Tax and Proposition C Sales Tax revenues that remain after the application of those revenues to the payment of principal and interest on the First Tier Senior Lien Bonds (including the Series 2024 Bonds), the Second Tier Obligations and the Third Tier Obligations, in the case of the Proposition A Sales Tax, and certain Proposition C Sales Tax secured obligations, in the case of the Proposition C Sales Tax. LACMTA’s obligation to pay principal of and interest on the General Revenue Bonds is secured by a lien on Proposition A Sales Tax that is junior and subordinate to the First Tier Senior Lien Bonds (including the Series 2024 Bonds), any Second Tier Obligations and the Third Tier Obligations (including the Proposition A Commercial Paper Notes) as to the lien on and source and security for payment from Pledged Revenues. [See “APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY—TRANSPORTATION SERVICES—Fareless System Initiative” for a discussion of a pilot program instituted by LACMTA that eliminates the collection of fares on LACMTA’s bus and rail transit system for K-12 and community college students that attend schools in districts that have agreed to participate in the pilot program.]

Board Policy Limits on Additional Bonds

Besides the limitations of the additional bonds test noted above under “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS—Additional First Tier Senior Lien Bonds,” the Board-adopted debt policy sets additional limits on the amount of debt secured by the Proposition A Sales Tax that can be issued. This debt policy is reviewed periodically, and sets limits on debt service as a percentage of the use of sales tax revenues for certain allocations of expenditures as set forth in Ordinance No. 16, which levied the tax. These limits are intended to ensure that LACMTA will be able to continue providing essential operational services while planning for replacement, rehabilitation and expansion of capital investments. LACMTA annually monitors its compliance with its debt policy limits. LACMTA’s

Board is not obligated to maintain its current debt policy and may modify it to allow the issuance of a greater amount of debt secured by the Proposition A Sales Tax in the future.

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COMBINED DEBT SERVICE SCHEDULE

The following table shows the combined debt service requirements on the First Tier Senior Lien Bonds (including the Refunded Bonds).

TABLE 8
Los Angeles County Metropolitan Transportation Authority
Combined Debt Service Schedule
First Tier Senior Lien Bonds¹

Bond Years Ending July 1	Previously Issued First Tier Senior Lien Bonds Debt Service²	Series 2024-A Bonds Debt Service			Series 2024-B Bonds Debt Service			Combined Total Debt Service
		Principal	Interest	Total Debt Service	Principal	Interest	Total Debt Service	
2024								
2025								
2026								
2027								
2028								
2029								
2030								
2031								
2032								
2033								
2034								
2035								
2036								
2037								
2038								
2039								
2040								
2041								
2042								
Total								

¹ Totals may not add due to rounding.

² Includes [January 1, 2024 interest payment and] debt service on the Refunded Bonds. See “PLAN OF REFUNDING AND APPLICATION OF THE SERIES 2024 BOND PROCEEDS—Use of Proceeds; Plan of Refunding.”

Source: LACMTA and Public Resources Advisory Group

LITIGATION

There is no litigation pending or, to the knowledge of LACMTA, threatened, in any way questioning or affecting the validity of the Series 2024 Bonds, the imposition and collection of the Proposition A Sales Tax or the pledge of the Pledged Revenues. On April 30, 1982, the California Supreme Court, in *Los Angeles County Transportation Commission v. Richmond*, upheld the validity of the Proposition A Sales Tax. Various claims of other types have been asserted against LACMTA. In the opinion of LACMTA, none of such pending claims will materially or adversely affect LACMTA's ability to pay the principal of and interest on the Series 2024 Bonds. See "APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY—LITIGATION."

LEGAL MATTERS

The validity of the Series 2024 Bonds and certain other legal matters are subject to the approving opinion of Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel to LACMTA. The proposed form of the opinion to be delivered by Bond Counsel is attached hereto as APPENDIX E. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. The Los Angeles County Counsel, as General Counsel to LACMTA, and Kutak Rock LLP, as Disclosure Counsel, will pass on certain legal matters for LACMTA. Certain legal matters will be passed upon for the Underwriters by their counsel, Stradling, Yocca Carlson & Rauth LLP.

TAX MATTERS

Series 2024-A Bonds

In the opinion of Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel to LACMTA, under existing statutes, regulations, rulings and judicial decisions, and assuming compliance by LACMTA with certain covenants in the Trust Agreement, the Forty-First Supplemental Trust Agreement, the Tax Certificate and other documents pertaining to the Series 2024-A Bonds and requirements of the Internal Revenue Code of 1986 (the "Code") regarding the use, expenditure and investment of proceeds of the Series 2024-A Bonds and the timely payment of certain investment earnings to the United States, interest on the Series 2024-A Bonds is not included in the gross income of the owners of the Series 2024-A Bonds for federal income tax purposes. Failure to comply with such covenants and requirements may cause interest on the Series 2024-A Bonds to be included in gross income retroactive to the date of issuance of the Series 2024-A Bonds.

In the further opinion of Bond Counsel, interest on the Series 2024-A Bonds is not treated as an item of tax preference for purposes of the federal alternative minimum tax on individuals. Bond Counsel expresses no opinion regarding the applicability of the federal corporate alternative minimum tax to the adjusted financial statement income of certain corporations.

Ownership of, or the receipt of interest on, tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers that may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit. Bond Counsel expresses no opinion with respect to any collateral tax consequences and, accordingly, prospective purchasers of the Series 2024-A Bonds should consult their tax advisors as to the applicability of any collateral tax consequences.

Certain requirements and procedures contained or referred to in the Trust Agreement, the Forty-First Supplemental Trust Agreement, the Tax Certificate or other documents pertaining to the Series 2024-A Bonds may be changed, and certain actions may be taken or not taken, under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax-exempt obligations. Bond Counsel expresses no opinion as to the effect of any change to any document pertaining to the Series 2024-A Bonds or of any action taken or not taken where such change is made or action is taken or not taken without the approval of Norton Rose Fulbright US LLP or in reliance upon the advice of counsel other than Norton Rose Fulbright US LLP with respect to the exclusion from gross income of the interest on the Series 2024-A Bonds for federal income tax purposes.

Bond Counsel's opinion is not a guarantee of result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and judicial decisions and the representations and covenants of LACMTA described above. No ruling has been sought from the Internal Revenue Service (the "IRS") with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel's opinion is not binding on the IRS. The IRS has an ongoing program of examining the tax-exempt status of the interest on municipal obligations. If an examination of the Series 2024-A Bonds is commenced, under current procedures the IRS is likely to treat LACMTA as the "taxpayer," and the owners of the Series 2024-A Bonds would have no right to participate in the examination process. In responding to or defending an examination of the tax-exempt status of the interest on the Series 2024-A Bonds, LACMTA may have different or conflicting interests from the owners. Additionally, public awareness of any future examination of the Series 2024-A Bonds could adversely affect the value and liquidity of the Series 2024-A Bonds during the pendency of the examination, regardless of its ultimate outcome.

Tax Accounting Treatment of Bond Premium and Original Issue Discount.

Bond Premium. To the extent a purchaser acquires a Series 2024-A Bond at a price in excess of the amount payable at its maturity, such excess will constitute "bond premium" under the Code. The Code and applicable Treasury Regulations provide generally that bond premium on a tax-exempt obligation is amortized over the remaining term of the obligation (or a shorter period in the case of certain callable obligations) based on the obligation's yield to maturity (or shorter period in the case of certain callable obligations). The amount of premium so amortized reduces the owner's basis in such obligation for federal income tax purposes, though such amortized premium is not deductible for federal income tax purposes. This reduction in basis will increase the amount of any gain (or decrease the amount of any loss) recognized for federal income tax purposes upon a sale or other taxable disposition of the obligation. Bond Counsel is not opining on the accounting for bond premium or the consequence to a Series 2024-A Bond purchaser of purchasing a Series 2024-A Bond with bond premium. Accordingly, persons considering the purchase of Series 2024-A Bonds with bond premium should consult their own tax advisors with respect to the determination of bond premium on such Series 2024-A Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of such Series 2024-A Bonds.

Original Issue Discount. The excess, if any, of the stated redemption price at maturity of Series 2024-A Bonds of a particular maturity over the initial offering price to the public of the Series 2024-A Bonds of that maturity at which a substantial amount of the Series 2024-A Bonds of that maturity is sold to the public is "original issue discount." Original issue discount accruing on a Series 2024-A Bond is treated as interest excluded from the gross income of the owner thereof for federal income tax purposes under the same conditions and limitations as are applicable to interest payable on such Series 2024-A Bond. Original issue discount on a Series 2024-A Bond of a particular maturity purchased pursuant to the initial public offering at the initial public offering price at which a substantial amount of the Series 2024-A Bonds of that maturity is sold to the public accrues on a semiannual basis over the term of the Series 2024-A Bond on the basis of a constant yield; and within each semiannual period accrues on a ratable daily basis. The amount

of original issue discount on a Series 2024-A Bond accruing during each period is added to the adjusted basis of such Series 2024-A Bond, which will affect the amount of taxable gain upon disposition (including sale, redemption or payment on maturity) of such Series 2024-A Bond. The Code includes certain provisions relating to the accrual of original issue discount in the case of purchasers that purchase Series 2024-A Bonds other than at the initial offering price. Bond Counsel is not opining on the accounting for or consequence to a Series 2024-A Bond purchaser of purchasing a Series 2024-A Bond with original issue discount. Accordingly, persons considering the purchase of Series 2024-A Bonds with original issue discount should consult their own tax advisors with respect to the determination of original issue discount on such Series 2024-A Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of such Series 2024-A Bonds.

Information Reporting and Backup Withholding. Interest paid on the Series 2024-A Bonds will be subject to information reporting in a manner similar to interest paid on taxable obligations. Although such reporting requirement does not, in and of itself, affect the excludability of such interest from gross income for federal income tax purposes, such reporting requirement causes the payment of interest on the Series 2024-A Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (a) are not “exempt recipients,” and (b) either fail to provide certain identifying information (such as the beneficial owner’s taxpayer identification number) in the required manner or have been identified by the IRS as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner are allowed as a refund or credit against such beneficial owner’s federal income tax liability so long as the required information is furnished to the IRS.

State Tax Exemption. In the further opinion of Bond Counsel, interest on the Series 2024-A Bonds is exempt from personal income taxes imposed by the State.

Future Developments. Existing law may change to reduce or eliminate the benefit to owners of the Series 2024-A Bonds of the exclusion of the interest on the Series 2024-A Bonds from gross income for federal income tax purposes or of the exemption of interest on the Series 2024-A Bonds from State of California personal income taxation. Any proposed legislation, whether or not enacted, or administrative action, whether or not taken, could also affect the value and marketability of the Series 2024-A Bonds. Prospective purchasers of the Series 2024-A Bonds should consult their own tax advisors with respect to any proposed or future change in tax law.

A copy of the form of opinion of Bond Counsel relating to the Series 2024-A Bonds is included in APPENDIX E hereto.

Series 2024-B Bonds

General. The issuance and delivery of the Series 2024-B Bonds is subject to the delivery of an opinion of Bond Counsel that under existing State law, interest on the Series 2024-B Bonds is exempt from personal income taxes imposed by the State of California.

The following is a general summary of the United States federal income tax consequences of the purchase and ownership of the Series 2024-B Bonds. The discussion is based upon laws, Treasury Regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly with retroactive effect) or possibly differing interpretations. No assurance can be given that future changes in the law will not alter the conclusions reached herein. The discussion below does not purport to deal with United States federal income tax consequences applicable to all categories of investors. Further, this summary does not discuss all aspects of United States federal income taxation that may be relevant to a

particular investor in the Series 2024-B Bonds in light of the investor's particular personal investment circumstances or to certain types of investors subject to special treatment under United States federal income tax laws (including insurance companies, tax-exempt organizations, financial institutions, broker-dealers and persons who have hedged the risk of owning the Series 2024-B Bonds). This summary is therefore limited to certain issues relating to initial investors who will hold the Series 2024-B Bonds as "capital assets" within the meaning of Section 1221 of the Code, and who acquire such Series 2024-B Bonds for investment and not as a dealer or for resale. Except as specifically discussed below, the discussion below addresses the United States federal income tax consequences applicable only to beneficial owners of the Series 2024-B Bonds who are "United States persons" within the meaning of Section 7701(a)(30) of the Code ("United States persons") and does not address any consequence to persons other than United States persons. Prospective investors should note that no rulings have been or will be sought from the IRS with respect to any of the U.S. federal income tax consequences discussed herein, and no assurance can be given that the IRS will not take contrary positions.

PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS IN DETERMINING THE FEDERAL, STATE, LOCAL, FOREIGN AND ANY OTHER TAX CONSEQUENCES TO THEM FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE SERIES 2024-B BONDS.

Payments of Stated Interest on the Series 2024-B Bonds. The stated interest paid on the Series 2024-B Bonds will be included in the gross income, as defined in Section 61 of the Code, of the beneficial owners thereof, and will be subject to U.S. federal income taxation when received or accrued, depending on the tax accounting method used by the beneficial owners thereof.

Original Issue Discount. If a substantial amount of the Series 2024-B Bonds of any stated maturity is purchased at original issuance for a purchase price (the "Issue Price") that is less than their face amount by more than one quarter of one percent times the number of complete years to maturity, the Series 2024-B Bonds of such maturity will be treated as being issued with "original issue discount." The amount of the original issue discount will equal the excess of the principal amount payable on such Series 2024-B Bonds at maturity over the Issue Price of such Series 2024-B Bonds, and the amount of the original issue discount on the Series 2024-B Bonds will be amortized over the life of the Series 2024-B Bonds using the "constant yield method" provided in the Treasury Regulations. As the original issue discount accrues under the constant yield method, the beneficial owners of the Series 2024-B Bonds, regardless of their regular method of accounting, will be required to include such accrued amount in their gross income as interest. This can result in taxable income to the beneficial owners of the Series 2024-B Bonds that exceeds actual cash distributions to the beneficial owners in a taxable year.

The amount of the original issue discount that accrues on the Series 2024-B Bonds each taxable year will be reported annually to the IRS and to the beneficial owners. The portion of the original issue discount included in each beneficial owner's gross income while the beneficial owner holds the Series 2024-B Bonds will increase the adjusted tax basis of the Series 2024-B Bonds in the hands of such beneficial owner.

Premium. If a beneficial owner purchases a Series 2024-B Bond for an amount that is greater than its stated redemption price at maturity, such beneficial owner will be considered to have purchased the Series 2024-B Bond with "amortizable bond premium" equal in amount to such excess. A beneficial owner may elect to amortize such premium using a constant yield method over the remaining term of the Series 2024-B Bond and may offset interest otherwise required to be included in respect of the Series 2024-B Bond during any taxable year by the amortized amount of such premium for the taxable year. Bond premium on a Series 2024-B Bond held by a beneficial owner who does not make such an election will decrease the amount of gain or increase the amount of loss otherwise recognized on the sale, exchange,

redemption or retirement of a Series 2024-B Bond. However, if the Series 2024-B Bond may be optionally redeemed after the beneficial owner acquires it at a price in excess of its stated redemption price at maturity, special rules would apply under the Treasury Regulations which could result in a deferral of the amortization of some bond premium until later in the term of the Series 2024-B Bond. Any election to amortize bond premium applies to all taxable debt instruments held by the beneficial owner on or after the first day of the first taxable year to which such election applies, and may be revoked only with the consent of the IRS.

Medicare Contribution Tax. Pursuant to Section 1411 of the Code, as enacted by the Health Care and Education Reconciliation Act of 2010, an additional tax is imposed on individuals beginning January 1, 2013. The additional tax is 3.8% of the lesser of (i) net investment income (defined as gross income from interest, dividends, net gain from disposition of property not used in a trade or business and certain other listed items of gross income), or (ii) the excess of “modified adjusted gross income” of the individual over \$200,000 for unmarried individuals (\$250,000 for married couples filing a joint return and a surviving spouse). Holders of the Series 2024-B Bonds should consult with their tax advisors concerning this additional tax, as it may apply to interest earned with respect to the Series 2024-B Bonds as well as gain on the sale of a Series 2024-B Bond.

Disposition of Series 2024-B Bonds and Market Discount. A beneficial owner of Series 2024-B Bonds will generally recognize gain or loss on the redemption, sale or exchange of Series 2024-B Bonds equal to the difference between the redemption or sales price (exclusive of the amount paid for accrued interest) and the beneficial owner’s adjusted tax basis in the Series 2024-B Bonds. Generally, the beneficial owner’s adjusted tax basis in the Series 2024-B Bonds will be the beneficial owner’s initial cost, increased by the original issue discount previously included in the beneficial owner’s income to the date of disposition. Any gain or loss generally will be capital gain or loss and will be long-term or short-term, depending on the beneficial owner’s holding period for the Series 2024-B Bonds.

Under current law, a purchaser of Series 2024-B Bonds who did not purchase the Series 2024-B Bonds in the initial public offering (a “subsequent purchaser”) generally will be required, on the disposition (or earlier partial principal payment) of the Series 2024-B Bonds, to recognize as ordinary income a portion of the gain, if any, to the extent of the accrued “market discount.” In general, market discount is the amount by which the price paid for the Series 2024-B Bonds by a subsequent purchaser is less than the sum of Issue Price and the amount of original issue discount previously accrued on the Series 2024-B Bonds. The Code also limits the deductibility of interest incurred by a subsequent purchaser on funds borrowed to acquire Series 2024-B Bonds with market discount. As an alternative to the inclusion of market discount in income upon disposition, a subsequent purchaser may elect to include market discount in income currently as it accrues on all market discount instruments acquired by the subsequent purchaser in that taxable year or thereafter, in which case the interest deferral rule will not apply. The re-characterization of gain as ordinary income on a subsequent disposition of Series 2024-B Bonds could have a material effect on the market value of the Series 2024-B Bonds.

Legal Defeasance. If LACMTA elects to defease the Series 2024-B Bonds by depositing in escrow sufficient cash and/or obligations to pay when due outstanding Series 2024-B Bonds (a “legal defeasance”), under current tax law, a beneficial owner of Series 2024-B Bonds may be deemed to have sold or exchanged its Series 2024-B Bonds. In the event of such a legal defeasance, a beneficial owner of Series 2024-B Bonds generally would recognize gain or loss in the manner described above. Ownership of the Series 2024-B Bonds after a deemed sale or exchange as a result of a legal defeasance may have tax consequences different from those described above, and each beneficial owner should consult its own tax advisor regarding the consequences to such beneficial owner of a legal defeasance of the Series 2024-B Bonds.

Backup Withholding. Under Section 3406 of the Code, a beneficial owner of the Series 2024-B Bonds who is a United States person may, under certain circumstances, be subject to “backup withholding” on payments of current or accrued interest on the Series 2024-B Bonds or with respect to proceeds received from the disposition of the Series 2024-B Bonds. This withholding applies if such beneficial owner of Series 2024-B Bonds: (i) fails to furnish to the payor such beneficial owner’s social security number or other taxpayer identification number (“TIN”); (ii) furnishes the payor an incorrect TIN; (iii) fails to properly report interest, dividends or other “reportable payments” as defined in the Code; or (iv) under certain circumstances, fails to provide the payor with a certified statement, signed under penalty of perjury, that the TIN provided to the payor is correct and that such beneficial owner is not subject to backup withholding.

Backup withholding will not apply, however, with respect to payments made to certain beneficial owners of the Series 2024-B Bonds. Beneficial owners of the Series 2024-B Bonds should consult their own tax advisors regarding their qualification for exemption from backup withholding and the procedures for obtaining such exemption.

Withholding on Payments to Nonresident Alien Individuals and Foreign Corporations. Under Sections 1441 and 1442 of the Code, nonresident alien individuals and foreign corporations are generally subject to withholding at the rate of 30% on periodic income items arising from sources within the United States, provided that such income is not “effectively connected” with the conduct of a United States trade or business, within the meaning of Section 864 of the Code. Assuming the interest received by the beneficial owners of the Series 2024-B Bonds is not treated as effectively connected income, such interest will be subject to 30% withholding, or any lower rate specified in an income tax treaty, unless such income is treated as “portfolio interest” within the meaning of Sections 871 and 881 of the Code. Interest will be treated as portfolio interest under such sections if: (i) the beneficial owner provides a statement to the payor certifying, under penalties of perjury, that such beneficial owner is not a United States person and providing the name and address of such beneficial owner; (ii) such interest is treated as not effectively connected with the beneficial owner’s United States trade or business; (iii) interest payments are not made to a person within a foreign country that the IRS has included on a list of countries having provisions inadequate to prevent United States tax evasion; (iv) interest payable with respect to the Series 2024-B Bonds is not deemed contingent interest within the meaning of the portfolio debt provision; (v) such beneficial owner is not a controlled foreign corporation, within the meaning of Section 957 of the Code; and (vi) such beneficial owner is not a bank receiving interest with respect to the Series 2024-B Bonds pursuant to a loan agreement entered into in the ordinary course of the bank’s trade or business.

Assuming payments with respect to the Series 2024-B Bonds are treated as portfolio interest within the meaning of Sections 871 and 881 of the Code, then no backup withholding under Section 1441 and 1442 of the Code and no backup withholding under Section 3406 of the Code are required with respect to beneficial owners or intermediaries who have furnished Form W-8BEN, Form W-8BEN-E, Form W-8EXP or Form W-8IMY, as applicable, provided the payor does not have actual knowledge or reason to know that such person is a United States person.

Foreign Account Tax Compliance Act. Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to a foreign financial institution, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain United States persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, the Foreign Account Tax Compliance Act (“FATCA”) imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial United States owner. Failure to comply with the additional

certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest and principal under the Series 2024-B Bonds and sales proceeds of Series 2024-B Bonds held by or through a foreign entity. In general, withholding under FATCA currently applies to payments of U.S. source interest (including OID) and will apply to “foreign passthru payments” but no earlier than two years after the date of publication of final regulations defining the term “foreign passthru payment.” Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

Reporting of Interest Payments. Subject to certain exceptions, interest payments made to beneficial owners of the Series 2024-B Bonds will be reported to the IRS. Such information will be filed each year with the IRS on Form 1099-INT (or other appropriate reporting form), which will reflect the name, address and TIN of the beneficial owner. A copy of Form 1099 will be sent to each beneficial owner of a Series 2024-B Bond for U.S. federal income tax purposes.

Proposed Form of Opinion. The proposed form of opinion of Bond Counsel regarding the Series 2024-B Bonds is attached in APPENDIX E.

The preceding discussion of certain United States federal income tax consequences is for general information only and is not tax advice. Accordingly, each investor should consult with its own tax advisor as to particular tax consequences to it of purchasing, owning, and disposing of the Series 2024-B Bonds, including the applicability and effect of any state, local or foreign tax law, and of any proposed change in applicable law.

MUNICIPAL ADVISOR

LACMTA has retained Public Resources Advisory Group, as Municipal Advisor (the “Municipal Advisor”) for the sale of the Series 2024 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification, or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

FINANCIAL STATEMENTS

The financial statements of LACMTA for the Fiscal Year ended June 30, 2023 and the Management’s Discussion and Analysis and certain supplementary information, and the Independent Auditors’ Report of Crowe LLP, independent accountants, dated December 22, 2023 (collectively, the “2023 Financial Statements”) are included as “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023.” The 2023 Financial Statements, included in this Official Statement, have been audited by Crowe LLP, independent accountants, as stated in their Report appearing in APPENDIX B. LACMTA has not requested, nor has Crowe LLP given, Crowe LLP’s consent to the inclusion in APPENDIX B of its Report on such 2023 Financial Statements. In addition, Crowe LLP has not performed any post-audit review of the financial condition of LACMTA and has not reviewed this Official Statement.

CERTAIN ECONOMIC AND DEMOGRAPHIC INFORMATION

Certain economic and demographic information about the County is included in “APPENDIX C—LOS ANGELES COUNTY ECONOMIC AND DEMOGRAPHIC INFORMATION.” The economic and demographic information provided has been collected from sources that LACMTA considers to be reliable. Because it is difficult to obtain timely economic and demographic information, the economic condition of the County may not be fully apparent in all of the publicly available local and regional economic statistics

provided herein. In particular, the economic statistics provided herein may not fully capture the impact of current economic conditions.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Robert Thomas CPA, LLC will verify, from the information provided to them, the mathematical accuracy of the computations contained in the provided schedules to determine that the amounts to be deposited to the respective Escrow Funds will be sufficient to (a) pay on July 1, 2024 the principal of and interest on the Refunded Series 2014-A Bonds maturing on July 1, 2024, (b) pay on July 1, 2024 the principal of and interest on the Refunded Series 2015-A Bonds maturing on July 1, 2024, and (c) redeem on July 9, 2024 the Refunded Series 2014-A Bonds maturing on and after July 1, 2025 and the Refunded Series 2015-A Bonds maturing on and after July 1, 2025, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon. Robert Thomas CPA, LLC will express no opinion on the assumptions provided to them, nor as to the exemption from taxation of the interest on the Series 2024-A Bonds.

CONTINUING DISCLOSURE

At the time of issuance of the Series 2024 Bonds, LACMTA will execute a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”), which will provide for disclosure obligations on the part of LACMTA. Under the Continuing Disclosure Certificate, LACMTA will covenant for the benefit of Owners and Beneficial Owners of the Series 2024 Bonds to provide, by not later than March 31 of each year (commencing March 31, 2025), certain financial information and operating data relating to LACMTA for the immediately preceding Fiscal Year (the “Annual Reports”), and to provide notices of the occurrence of certain enumerated events (the “Listed Events”). The Annual Reports and the notices of Listed Events will be filed with the MSRB through its EMMA System. See “APPENDIX F—FORM OF CONTINUING DISCLOSURE CERTIFICATE.” LACMTA has become aware that some information that was made available in a timely manner on the EMMA System pursuant to LACMTA’s continuing disclosure obligations was not linked to the CUSIP numbers for all affected series of bonds. LACMTA has corrected this issue. In addition, LACMTA has become aware that in a few instances, notices of changes in ratings on some of its bonds were not filed in a timely manner. LACMTA has made corrective filings regarding these ratings changes.

UNDERWRITING

The Series 2024-A Bonds will be purchased by Wells Fargo Bank, National Association, Barclays Capital Inc., Morgan Stanley & Co. LLC, and Samuel A. Ramirez & Co., Inc. (collectively, the “Underwriters”), from LACMTA at a price of \$_____ (which represents the par amount of the Series 2024 Bonds, plus an original issue premium of \$_____, less an original issue discount of \$_____, less an underwriters’ discount of \$_____), subject to the terms of a purchase contract (the “Purchase Contract”), between Wells Fargo Bank, National Association, as representative of the Underwriters, and LACMTA. The Series 2024-B Bonds will be purchased by the Underwriters, from LACMTA at a price of \$_____ (which represents the par amount of the Series 2024 Bonds, less an underwriters’ discount of \$_____), subject to the terms of the Purchase Contract.

The Purchase Contract provides that the Underwriters will purchase all of the Series 2024 Bonds if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Purchase Contract, the approval of certain legal matters by counsel, and certain other conditions. The initial public offering prices of the Series 2024 Bonds set forth on the inside front cover hereof may be changed from time to time by the Underwriters. The Underwriters may offer and sell the

Series 2024 Bonds into unit investment trusts or money market funds at prices lower than the public offering prices stated on the inside front cover hereof.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the Underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to LACMTA and to persons and entities with relationships with LACMTA, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of LACMTA (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with LACMTA. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

The following two paragraphs have been provided by Wells Fargo Bank, National Association for inclusion in this Official Statement and LACMTA does not make any representation as to their accuracy or completeness.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Finance Group (“WFBNA”), one of the Underwriters of the Series 2024 Bonds, has entered into an agreement (the “WFA Distribution Agreement”) with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name “Wells Fargo Advisors”) (“WFA”), for the distribution of certain municipal securities offerings, including the Series 2024 Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting compensation with respect to the Series 2024 Bonds with WFA. WFBNA has also entered into an agreement (the “WFSLLC Distribution Agreement”) with its affiliate Wells Fargo Securities, LLC (“WFSLLC”), for the distribution of municipal securities offerings, including the Series 2024 Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC’s expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

The following paragraph has been provided by Morgan Stanley & Co. LLC for inclusion in this Official Statement and LACMTA does not make any representation as to their accuracy or completeness

Morgan Stanley & Co. LLC, one of the Underwriters of the Series 2024 Bonds, has entered into a retail distribution arrangement with its affiliate Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may distribute municipal securities to retail investors through the

financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Series 2024 Bonds.

[Distribution agreement language to come.]

RATINGS

Moody's Investors Service, Inc. ("Moody's") has assigned a rating of "[•]" ([•] outlook) and S&P Global Ratings ("S&P") has assigned a rating of "[•]" ([•] outlook) to the Series 2024 Bonds. Such credit ratings reflect only the views of such organizations and any desired explanation of the meaning and significance of such credit ratings, including the methodology used and any outlook thereon, should be obtained from the rating agency furnishing the same, at the following addresses: Moody's, 7 World Trade Center, 250 Greenwich Street, 23rd Floor, New York, New York 10007; and S&P, 55 Water Street, New York, New York 10041. Generally, a rating agency bases its credit rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the ratings will remain in effect for any given period of time or that any such rating will not be revised, either downward or upward, or withdrawn entirely, or a positive, negative or stable outlook announced, by the applicable rating agency, if, in its judgment, circumstances so warrant. LACMTA undertakes no responsibility to bring to the attention of the Owners of the Series 2024 Bonds any announcement regarding the outlook of any rating agency with respect to the Series 2024 Bonds. Any downward revision or withdrawal or announcement of negative outlook could have an adverse effect on the market price of the Series 2024 Bonds. Maintenance of ratings will require periodic review of current financial data and other updated information by the assigning agencies.

ADDITIONAL INFORMATION

Additional information may be obtained upon request from the office of the Treasurer of the Los Angeles County Metropolitan Transportation Authority, One Gateway Plaza, 21st Floor, Los Angeles, California 90012, Attention: Treasury Department, Email: TreasuryDept@metro.net, Telephone: (213) 922-2554, or from LACMTA's Municipal Advisor, Public Resources Advisory Group, 11500 West Olympic Blvd. Suite 400, Los Angeles, CA 90064, Telephone: (310) 477-2786. LACMTA maintains a website at <http://www.metro.net> and certain social media sites. Information on such website and social media sites is not part of this Official Statement and such information has not been incorporated by reference in this Official Statement and should not be relied upon in deciding whether to invest in the Series 2024 Bonds

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By _____
Treasurer

APPENDIX A

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

GENERAL

Prospective purchasers of the Series 2024 Bonds should be aware that the following discussion of the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) is intended as general information only. The Series 2024 Bonds are limited obligations of LACMTA payable from Pledged Revenues, which consist primarily of proceeds of the Proposition A Sales Tax. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS” in the front part of this Official Statement.

Establishment; Jurisdiction

LACMTA is the largest public transit operator west of Chicago. As the principal transit provider in the southern California region, LACMTA serves about 75% of all transit trips within its 1,433 square mile service area, carrying an estimated 724,000 passengers per weekday on buses and an estimated 185,000 passengers per weekday on rail for the quarter ended December 31, 2023. LACMTA operates four light rail lines and two heavy rail lines, serving 108 stations along 109 miles of track. In addition to the transit services provided by LACMTA, it also provides funding to 40 other municipal operators that offer fixed route service and more than 100 other local return and non-profit agencies that provide community-based transportation. LACMTA also provides highway construction funding and traffic flow management.

LACMTA was established in 1993 pursuant to the provisions of Section 130050.2 et seq. of the California Public Utilities Code (the “LACMTA Act”). LACMTA is the consolidated successor entity to both the Southern California Rapid Transit District (the “District”) and the Los Angeles County Transportation Commission (the “Commission”). As the consolidated successor entity, LACMTA succeeded to all powers, duties, rights, obligations, liabilities, indebtedness, bonded or otherwise, immunities and exemptions of the Commission and the District, including the Commission’s responsibility for planning, engineering and constructing a county-wide rail transit system. The Commission was authorized, subject to approval by the electorate of the County of Los Angeles (the “County”), to adopt a retail transactions and use tax ordinance, with the revenues of such tax to be used for public transit purposes. On November 4, 1980, the voters of the County approved the Proposition A Sales Tax (½ of 1 percent sales tax) pursuant to Ordinance No. 16. The Proposition A Sales Tax is in addition to a ½ of 1 percent sales tax imposed by LACMTA beginning in 1990 known as “Proposition C Sales Tax,” a 30-year ½ of 1 percent sales tax imposed by LACMTA beginning in 2009 known as the “Measure R Sales Tax,” and a ½ of 1 percent sales tax imposed by LACMTA beginning in 2017 known as “Measure M Sales Tax.”

Board of Directors

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

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

The current members of the Board are provided below.

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

Management

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

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

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

Public Transportation Services Corporation

In December 1996, LACMTA created the Public Transportation Services Corporation ("PTSC"), a nonprofit public benefit corporation organized under the laws of the State. PTSC was created in order to transfer certain functions, then performed by LACMTA, and the employees related to those functions, to this new corporation. As of March 1, 2024, approximately [•] employees of LACMTA belong to PTSC. The purpose of PTSC is to conduct essential public transportation activities including but not limited to the following: (a) to coordinate multimodal multi-jurisdictional transportation planning; (b) to program federal, State and local funds for transportation projects County-wide within the County; (c) to oversee construction; (d) to provide certain administrative services to the Los Angeles County Service Authority for Freeway Emergencies and the Southern California Regional Rail Authority; (e) to provide administrative support and security services for the foregoing and to the operation of LACMTA's bus and rail system; and (f) to provide such other activities and services as it deems necessary. One advantage of PTSC is that it allows its employees, including those transferred from LACMTA, to participate in the California Public Employees' Retirement System.

TRANSPORTATION SERVICES

LACMTA is a multi-faceted transportation agency responsible for the coordination of transportation policy, funding and planning within the County as well as the development and operation of

bus, light rail and heavy rail within the greater Los Angeles region. This breadth of services distinguishes LACMTA from other transportation agencies across the country.

During the COVID-19 pandemic, ridership on LACMTA's bus and rail systems declined significantly. Average weekday ridership for Fiscal Year 2023 was approximately 826,085 compared to 1,195,000 for Fiscal Year 2019 (the last full-Fiscal Year prior to the start of the COVID-19 pandemic), a 31% decrease. Ridership has been increasing since the declines caused by the COVID-19 pandemic (ridership increased 33% in Fiscal Year 2022 over Fiscal Year 2021 and increased an additional 7% in Fiscal Year 2023 over Fiscal Year 2022), but LACMTA cannot predict when, if ever, ridership on its bus and rail systems will return to pre-COVID-19 levels. The Series 2024 Bonds are limited obligations of LACMTA payable from Pledged Revenues, which consist primarily of proceeds of the Proposition A Sales Tax, and are not payable from farebox revenues collected from riders of LACMTA's bus and rail systems or other revenues of LACMTA.

Bus System

LACMTA operates the second largest bus system in the United States. LACMTA provides bus service within its service area in the County and to portions of Orange and Ventura Counties, operating a vehicle fleet of approximately 2,000 buses. LACMTA's bus system covers over 120 routes and serves over 12,000 bus stops, including two premium bus rapid transit dedicated busways. System-wide, LACMTA buses provide approximately 6.6 million revenue service hours annually with an average of approximately 691,000 boardings per weekday on a system-wide basis for the fiscal quarter ended December 31, 2023 and total boardings of 55.9 million for the fiscal quarter ended December 31, 2023. In addition, LACMTA contracts with outside service providers, with an average of approximately 34,000 boardings per weekday for the fiscal quarter ended December 31, 2023 and total boardings of 2.7 million for the fiscal quarter ended December 31, 2023. Virtually all of LACMTA's bus fleet is composed of compressed-natural gas ("CNG") powered buses. As of January 9, 2024, the average age of LACMTA's bus fleet was approximately 7.9 years. In July 2017, the LACMTA Board approved the purchase of approximately 95 electric buses to be added to its fleet. In September 2019, the Board approved options under the existing contract bringing the current total of purchased electric buses to 140 and LACMTA is targeting a conversion of the entire fleet to zero emission vehicles by 2030.

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

Metro J Line (Silver Line). The Metro J Line (formerly known as the Metro Silver Line) is a 38-mile Bus Rapid Transit service that operates along the I-10 and I-110 as well as public streets. The line opened in December 2009 and transports thousands of commuters between the El Monte Station and San Pedro. The Metro J Line buses operating on the sections of the I-10 and I-110 freeways serve stations built into the center or side of the roadway. The Metro J Line has 12 stations, and makes connections with the Metro A Line, the Metro B and D Lines, the Metro C Line and the Metro E Line and offers both limited-stop express service and all-stop service.

Highway/ExpressLanes System

The ExpressLanes Program is a cooperative effort between California Department of Transportation (“Caltrans”) and LACMTA, and was originally funded through a combination of federal, State and local resources. As part of a congestion reduction demonstration program, LACMTA converted I-10 and I-110 High Occupancy Vehicle (“HOV”) Lanes to Express Lanes and provided the choice for drivers of single occupant vehicles to pay to travel in a high occupancy lane, based on dynamic congestion pricing. The general-purpose lanes on these highways are not tolled. Current funding is provided by toll revenues generated by the Express Lanes. This program also includes improvements to the transit service along the freeways, and has funded transit facility and roadway improvements and provided funding to enhance system connectivity. In early 2017, the LACMTA Board approved a plan to convert additional existing HOV lanes to ExpressLanes in phases over the next 30 years.

Rail System

General. In 1992, the Commission developed a comprehensive rail rapid transit system development plan (the “Rail System”) which has been revised from time to time. The Rail System currently consists of light rail lines and heavy rail lines. The Rail System covers 109 miles and serves 108 stations, with weekday estimated ridership of approximately 185,000 for the fiscal quarter ended December 31, 2023. The Rail System had estimated ridership of approximately 15.6 million for the fiscal quarter ended December 31, 2023.

Light Rail Lines. The Rail System currently consists of four light rail lines: the Metro A Line (formerly known as the Metro Blue Line), Metro C Line (formerly known as the Metro Green Line), the Metro E Line (formerly known as the Exposition Line) and the Metro K Line. The current light rail lines are provided below.

<u>Light Rail Line</u>	<u>Transit Route</u>
Metro A Line (Blue Line)	Between Azusa and Long Beach
Metro C Line (Green Line)	Between Norwalk and Redondo Beach
Metro E Line (Exposition Line)	Between East Los Angeles and Santa Monica
Metro K Line	Between Expo/Crenshaw and Westchester/Veterans

Heavy Rail Lines. The Rail System also consists of two heavy rail lines: the Metro B Line (formerly known as the Metro Red Line) and the Metro D Line (formerly known as the Metro Purple Line). The Metro B Line and the Metro D Line are subway lines comparable to transit systems in San Francisco (the Bay Area Rapid Transit system), Atlanta and Washington, DC. The Metro B Line is 14.7 miles long running between North Hollywood and downtown Los Angeles. The Metro D Line is 5.1 miles long running between Wilshire/Western and downtown Los Angeles. LACMTA is in the process of extending the Metro D Line from its current terminus at Wilshire/Western to the westside of Los Angeles. This project is described under “FUTURE TRANSPORTATION IMPROVEMENTS—Transit Projects” below. See “PROPOSITION A SALES TAX AND COLLECTIONS—Initiatives and Changes to Proposition A Sales Tax—*The Act of 1998*” in the front part of this Official Statement.

Commuter Rail. The Southern California Regional Rail Authority (“SCRRA”) oversees commuter rail services in the region that includes Los Angeles, Riverside, Ventura, Orange, San Bernardino and San Diego Counties. SCRRA operates the Metrolink system, which consists of seven lines totaling 538 miles and 61 stations and is primarily geared toward providing commuter rail service from outlying communities

to downtown Los Angeles. LACMTA is the Los Angeles County participant in SCRRA and contributes funds to SCRRA. Other participants include the Orange County Transportation Authority, the Riverside County Transportation Commission, the San Bernardino Association of Governments and the Ventura County Transportation Authority.

Transit System Enterprise Fund

LACMTA accounts for the revenues and expenses of its transit system as an enterprise fund, separate from accounting of its governmental funds, such as the Proposition A, Proposition C, Measure R and Measure M Sales Tax revenues. See “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023.” As indicated in APPENDIX B and as is generally true with large transit systems, the operating expenses for LACMTA’s transit system greatly exceed operating revenues. The Proposition A, Proposition C, Measure R and Measure M Sales Tax revenues are a primary source of funding for the transit system. Additionally, LACMTA relies heavily on other local, State and federal sources to pay for operating expenses and capital improvements. LACMTA is currently undertaking future transit improvements to the transit system, which require substantial investment and increase operating costs. As the system expands, LACMTA is committed to looking for additional revenue sources, to re-prioritize existing and new programs, and to regularly reassess the services it provides to minimize duplication and improve efficiency. Proposition A Sales Tax revenues are available to pay operating expenses only after debt service on the First Tier Senior Lien Bonds and certain other amounts are paid. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS—Flow of Funds” in the front part of this Official Statement.

Fareless System Initiative

In September 2020, LACMTA established a taskforce to study the idea of eliminating the collection of fares on its bus and rail transit system, either for all riders or for specified subgroups. For the fiscal years ended June 30, 2023, 2022, 2021, 2020 and 2019, LACMTA collected approximately \$113.6 million, \$63.0 million, \$20.4 million, \$184.6 million and \$265.2 million of fares from riders of its bus and rail transit system, respectively. In addition to the loss of farebox revenues, if LACMTA were to eliminate the collection of fares, it expects that operating and maintenance costs would increase because more people would ride the buses, light rail and subways which would result in additional costs for cleaning, security and maintenance of the bus and rail transit system. None of the Measure R Sales Tax Obligations, the Proposition A Sales Tax Obligations or the Proposition C Sales Tax Obligations are secured by or payable from farebox revenues. However, LACMTA’s General Revenue Refunding Bonds (Union Station Gateway Project), Series 2015 (the “General Revenue Bonds”) are secured by and are payable from the farebox revenues. Additionally, the General Revenue Bonds are secured by “remaining” Proposition A Sales Tax revenues and “remaining” Proposition C Sales Tax revenues in the event of a shortage of farebox revenues and certain other revenues pledged to the payment of the General Revenue Bonds. See “PROPOSITION A SALES TAX OBLIGATIONS—Other Obligations—*General Revenue Bonds*” in the front part of this Official Statement. Farebox revenues, along with Measure R Sales Tax Revenues, Proposition A Sales Tax revenues and Proposition C Sales Tax revenues also are used to pay for certain operating and maintenance costs of LACMTA. In the event of the elimination or reduction of farebox revenues, additional Measure R Sales Tax revenues, Proposition A Sales Tax revenues and Proposition C Sales Tax revenues would be used to pay the operation and maintenance expenses of LACMTA. Such uses of Measure R Sales Tax revenues, Proposition A Sales Tax revenues and Proposition C Sales Tax revenues are subordinate to the payment of debt service on the Measure R Sales Tax Obligations, the Proposition C Sales Tax Obligations and the Proposition A Sales Tax Obligations (including the Series 2024 Bonds).

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

LACMTA instead decided to institute a two-year pilot program (originally approved to end on June 30, 2023), supported by funds it received from the American Rescue Plan Act, that includes a zero-fare GoPass program for K-14 students that attend schools within participating school districts. The school districts that participate in the program have entered into cost-sharing agreements with LACMTA and pay a fixed amount for each student enrolled in the district. The GoPass pilot program was extended through June 30, 2024. LACMTA estimated that its cost associated with the zero-fare GoPass program for K-14 students is \$[•] million for Fiscal Year 2024 (\$[•] million of which will be paid by LACMTA and \$[•] million of which will be paid by municipal and local transit operators). [The cost of the GoPass program was approximately \$49.9 million for Fiscal Years 2022 and 2023 (\$33.5 million of which was paid by LACMTA and \$16.4 million of which was paid by municipal and local transit operators).] Additionally, LACMTA introduced improvements to its “Low Income Fares are Easy” program, including a free 90-day regional transit pass as an incentive for new enrollees.

In December 2022, the Board adopted fare changes, including fare capping which launched in July 2023. With fare capping, customers pay per ride and they receive unlimited rides once daily or weekly dollar caps are met. Fare capping automatically caps the amount paid daily and weekly, and once that amount is reached the rider receives unlimited free rides, whether for the day or the week.

FUTURE TRANSPORTATION IMPROVEMENTS

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

Capital Planning

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

The LRTP Financial Forecast reflects LACMTA’s plans to build, operate, maintain and partner with third parties for improved mobility (as determined in the 2020 LRTP), and incorporates both the

Measure R and Measure M “Expenditure Plans,” which identify the projects and programs to be pursued, and the amount and timing of sales tax expenditures.

The Short Range Financial Forecast, a fifteen-year component of the LRTP Financial Forecast, reflects LACMTA’s financial plan for operations and capital investments into the transit system and identifies a funding strategy from future transportation revenues. The Short Range Financial Forecast includes a financial baseline that addresses LACMTA’s current and known future operations, maintenance and capital financial commitments under a set of growth assumptions. The Short Range Financial Forecast will be updated in the spring 2024 as part of the 2024 Short Range Transportation Plan, which is an action plan for the 2020 LRTP that recommends near-term implementation steps over a fifteen-year timeframe (2024 to 2038) and reflects updated sales tax revenues and cost estimates, current federal and State funding, and new projects and programs approved by the Board.

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

The Short Range Financial Forecast includes projections of debt financing by LACMTA composed of a combination of Proposition A, Proposition C, Measure R and Measure M secured debt. The Short Range Financial Forecast updates the assumptions about debt issuance and assumes approximately \$12.3 billion in new long-term debt financing from Fiscal Year 2024 through Fiscal Year 2033, not including capital grant receipt revenue debt or toll revenue debt. The Short Range Financial Forecast assumes the issuance of approximately \$755.0 million of Proposition A First Tier Senior Lien Bonds, \$1.8 billion of Proposition C Senior Bonds, \$1.9 billion of Measure R Senior Bonds, and \$7.9 billion of Measure M Senior Bonds from Fiscal Year 2024 through Fiscal Year 2033.

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

Transit Projects

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

Metro K Line (Crenshaw/LAX Transit Project). See “TRANSPORTATION SERVICES—Rail System—*Metro K Line*” above for description of the Metro K Line (also referred to herein as the Crenshaw/LAX Transit Project). In October 2022, a portion of the line began revenue service from the Crenshaw/Expo station to the Westchester/Veterans station. The remaining portions of the Metro K Line are expected to open in December 2024. The total project budget is currently \$2.45 billion. The costs of the project are expected to be paid from Measure R Sales Tax revenues, Proposition A Sales Tax revenues, Proposition C Sales Tax revenues, other local sources, and federal and State sources.

Regional Connector Transit Corridor Project. The Regional Connector is a 1.9-mile light rail line with three underground stations in downtown Los Angeles. The Project will provide a direct connection from the 7th/Metro Center Station to the existing [Metro A] Line tracks to the north and east of 1st and Alameda. The Regional Connector Corridor was placed in service in June 2023. This connection now provides through service between Azusa to Long Beach via the Metro A Line and East Los Angeles and Santa Monica via the Metro E Line. The total project budget is currently \$1.82 billion. LACMTA has been awarded federal grants totaling \$978.1 million for the Regional Connector project. The remaining project costs are expected to be paid from Measure R Sales Tax revenues and federal, State and local sources.

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

Section 1 of the Metro D Line Extension is currently under construction and extends the existing Metro D Line by 3.92 miles beginning at the Wilshire/Western Station to the City of Beverly Hills and adds three stations, at Wilshire/La Brea, Wilshire/Fairfax and the Phase 1 terminus at Wilshire/La Cienega. The total budget for Section 1 of the Metro D Line Extension is \$3.06 billion, excluding finance charges and unallocated contingency. LACMTA has been awarded a \$1.33 billion federal New Starts grant for Section 1 of the Metro D Line Extension, plus \$66.4 million of New Starts from subsequent federal funding. The remaining project costs for Section 1 are expected to be paid from Measure R Sales Tax revenues, State sources and other local sources.

Section 2 of the Metro D Line Extension is currently under construction and extends the Metro D Line by 2.59 miles beginning at the future Section 1 Wilshire/La Cienega Station to Century City and adds two new stations, at Wilshire/Rodeo and the Phase 2 terminus at Century City/Constellation. The total budget for Section 2 of the Metro D Line Extension is \$2.32 billion, excluding finance charges and unallocated contingency. LACMTA has been awarded a \$1.187 billion New Starts federal grant for Section 2 of the Metro D Line Extension, plus \$58.4 million of New Starts from subsequent federal funding. The remaining project costs for Section 2 are expected to be paid from Measure R Sales Tax revenues, other Federal sources, and State sources.

Section 3 of the Metro D Line Extension is currently under construction and extends the Metro D Line by 2.56 miles beginning at the future Section 2 Century City/Constellation Station to the Westwood VA Hospital and adds two new stations at Westwood/UCLA and the Phase 3 terminus at Westwood/VA Hospital. The budget for Section 3 of the Metro D Line Extension is \$3.0 billion, excluding finance charges and unallocated contingency. LACMTA has been awarded a \$1.3 billion federal New Starts grant for Section 3 of the Metro D Line Extension, plus \$291.1 million of New Starts from subsequent federal funding. The remaining project costs for Section 3 are expected to be paid from Measure R and Measure M Sales Tax Revenues, other Federal sources, State sources, and other local sources.

Gold Line Foothill Extension. The Gold Line Phase 2B Project proposed extending the Metro A Line east from Azusa to Claremont, and potentially extending the line to Montclair. However, the project is now expected to build out to an interim terminus at Pomona. LACMTA is working with the Gold Line Foothill Extension Construction Authority (“GLFECA”), an independent transportation planning and construction agency created in 1999 and tasked with designing and constructing the line. Once built, LACMTA will operate it in conjunction with existing LACMTA rail services. The total project budget for the extension to Pomona is \$1.5 billion. Project costs are expected to be paid primarily from Measure M Sales Tax Revenues and State sources. LACMTA staff is working with the GLFECA to seek funding to extend the project to Montclair.

LABOR RELATIONS

General

As of March 1, 2024, LACMTA had approximately [•] employees, of which approximately [•]% are covered by labor agreements. Full and part-time LACMTA bus and train operators are represented by the Sheet Metal, Air, Rail, Transportation, Transportation Division (formerly United Transportation Union) (“SMART-TD”); LACMTA mechanics and service attendants are members of the Amalgamated Transit Union (“ATU”); LACMTA clerks are members of the Transportation Communications Union (“TCU”); bus and rail transportation and maintenance supervisors are members of the American Federation of State County and Municipal Employees (“AFSCME”); and LACMTA security guards are members of the Teamsters Union. In July 2022, LACMTA signed new contracts with its labor unions. The following table summarizes the number of employees covered by the labor agreements of LACMTA with each of its employee bargaining units as of March 1, 2024 and the current expiration dates of the agreements.

<u>Employee Bargaining Unit</u>	<u>Number of Employees</u>	<u>Contract Expiration Date</u>
Sheet Metal, Air, Rail and Transportation Division	[•]	06/30/27
Amalgamated Transit Union	[•]	06/30/24
Transportation Communications Union	[•]	06/30/24
Am. Fed. of State, County and Municipal Employees	[•]	06/30/24
Teamsters Union	[•]	06/30/24

Defined Benefit Pension Plan

LACMTA has a single-employer public employee retirement system that includes five defined benefit plans (the “Plans”) that cover substantially all employees (except PTSC employees) and provides retirement, disability, and death benefits. The benefit provisions and all other requirements are established by State statute, ordinance, collective bargaining agreements or Board actions. Four of the Plans are restricted to specific union members, while the fifth provides benefits to non-represented employees and to members of the Teamsters Union. In addition, LACMTA provides pension benefits to most PTSC employees through a defined benefit plan administered by the California Public Employees’ Retirement System (“PERS”), a multiple-employer pension system. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. For a description of these defined benefit plans and LACMTA’s obligations to make contributions to these plans, see “Note III—DETAILED NOTES ON ALL FUNDS—I. Employees’ Retirement Plans” in the Notes to the Financial Statements and related Required Supplementary Schedules in “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023.”

Other Post-Employment Benefits

LACMTA provides post-employment health care and life insurance benefits for retired employees and their families. Pursuant to Governmental Accounting Standards Board Pronouncement No. 74 and No. 75, “Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans” and “Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions” respectively, LACMTA is required to account for its expenses and a portion of the present value of future expenses related to these benefits. For a description of these benefits, LACMTA’s obligations to account for certain projected future costs of these benefits and other matters regarding these benefits, see “Note III—DETAILED NOTES ON ALL FUNDS—J. Other Postemployment Benefits (OPEB)” in the Notes to the Financial Statements and the related Required Supplementary Schedules in “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023.”

OUTSTANDING DEBT

General

In addition to obligations issued by LACMTA that are secured by Proposition A Sales Tax, LACMTA has issued debt secured by the Proposition C Sales Tax, the Measure R Sales Tax, and other revenues of LACMTA, and may issue additional obligations so secured upon satisfaction of certain additional bonds tests in the applicable trust agreements providing for the issuance of such debt. The Series 2024 Bonds are secured by and payable from the Proposition A Sales Tax, and are not secured by or payable from the Measure M Sales Tax, the Measure R Sales Tax, the Proposition C Sales Tax or any other revenues of LACMTA. See “FUTURE TRANSPORTATION IMPROVEMENTS—Capital Planning” above. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS” in the front part of this Official Statement for a discussion of obligations secured by the Proposition A Sales Tax.

Debt and Interest Rate Swap Policies

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

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

Proposition C Sales Tax Obligations

General. LACMTA has two priority levels of obligations secured by the Proposition C Sales Tax: its Proposition C Senior Sales Tax Revenue Bonds and Proposition C Senior Parity Debt, and its Proposition C Subordinate Lien Obligations. In addition, LACMTA has incurred other obligations, which are secured by certain “remaining” Proposition C Sales Tax cash receipts. See “PROPOSITION A SALES TAX

OBLIGATIONS—Outstanding Proposition A Sales Tax Obligations—Other Obligations—General Revenue Bonds” in the front part of this Official Statement.

Proposition C Senior Sales Tax Revenue Bonds. LACMTA had the following Proposition C Senior Sales Tax Revenue Bonds outstanding as of March 1, 2024:

**Los Angeles County Metropolitan Transportation Authority
Proposition C Senior Sales Tax Revenue Bonds
(Outstanding as of March 1, 2024)**

Proposition C Senior Sales Tax Revenue Bonds	Outstanding Principal Amount
Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2023-A	\$ 230,470,000
Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2022-A	30,370,000
Sales Tax Revenue Bonds, Senior Bonds, Series 2021-A	321,905,000
Sales Tax Revenue Bonds, Senior Bonds, Series 2019-A (Green Bonds)	418,575,000
Sales Tax Revenue Bonds, Senior Bonds, Series 2019-B	126,425,000
Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2019-C	24,125,000
Sales Tax Revenue Bonds, Senior Bonds, Series 2017-A	390,025,000
Sales Tax Revenue Refunding Bonds, Senior Bonds, Series 2016-A	<u>50,585,000</u>
Total	<u>\$1,592,480,000</u>

Source: LACMTA

Proposition C Senior Parity Debt. LACMTA may designate as Proposition C Senior Parity Debt certain indebtedness, installment sale obligations, lease obligations or other obligations for borrowed money, or payment obligations under interest swaps or other arrangements payable on parity with the Proposition C Senior Sales Tax Revenue Bonds. LACMTA currently has no Proposition C Senior Parity Debt outstanding. LACMTA may incur Proposition C Senior Parity Debt upon the satisfaction of certain additional bonds tests.

Proposition C Subordinate Lien Obligations. On June 9, 1993, the Board of Directors of LACMTA authorized the issuance of Proposition C Subordinate Lien Obligations (in the form of bonds, commercial paper notes and other obligations) that may be outstanding, at any one time, in a principal amount not to exceed \$150,000,000. The Proposition C Subordinate Lien Obligations are payable from Proposition C Sales Tax revenue on a basis subordinate to the lien on Proposition C Sales Tax revenues granted to the Proposition C Senior Sales Tax Revenue Bonds and the Proposition C Senior Parity Debt. LACMTA is currently authorized to issue, from time to time, and have outstanding, at any one time, up to \$150,000,000 in aggregate principal amount of Subordinate Lien Obligations in the form of Subordinate Proposition C Sales Tax Revenue Revolving Obligations (the “Proposition C Revolving Obligations”). As of March 1, 2024, there were no Proposition C Revolving Obligations outstanding. LACMTA expects to issue additional Proposition C Revolving Obligations in the future.

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

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

Proposition C Revolving Credit Agreement

Revolving Obligations Bank	Bank of the West
Principal Amount	\$150,000,000
Effective Date	June 1, 2022
Expiration/Maturity Date	May 30, 2025 ¹

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

Measure R

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

Measure R Senior Sales Tax Revenue Bonds. LACMTA had the following Measure R Senior Sales Tax Revenue Bonds outstanding as of March 1, 2024. The Measure R Senior Sales Tax Revenue Bonds are payable from, and secured by a prior first lien on, Measure R Sales Tax revenue.

**Los Angeles County Metropolitan Transportation Authority
Measure R Senior Sales Tax Revenue Bonds
(Outstanding as of March 1, 2024)**

Measure R Senior Sales Tax Revenue Bonds	Outstanding Principal Amount
Senior Sales Tax Revenue Bonds, Series 2021-A	\$ 472,620,000
Senior Sales Tax Revenue Bonds, Series 2016-A	422,730,000
Senior Sales Tax Revenue Bonds, Series 2010-A	<u>506,305,000</u>
Total	<u>\$1,401,655,000</u>

Source: LACMTA

Measure R Subordinate Obligations. On May 28, 2015, LACMTA received authorization to establish a short-term borrowing program (the “Measure R Short-Term Borrowing Program”) secured by the Measure R Sales Tax and in an aggregate principal amount not to exceed \$300,000,000. The obligations issued under the Measure R Short-Term Borrowing program are payable from the Measure R Sales Tax revenues on a subordinate basis to the Measure R Senior Sales Tax Revenue Bonds but senior to the Junior Subordinate Obligations. Currently, the obligations issued under the Measure R Short-Term Borrowing Program are in the form of commercial paper notes (the “Measure R Commercial Paper Notes”). As of March 1, 2024, there were no Measure R Commercial Paper Notes outstanding.

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

with the Measure R Commercial Paper Notes and on a subordinate basis to the Measure R Senior Bonds. The following table sets forth certain terms of the Measure R CP Letter of Credit.

Measure R CP Letter of Credit

Letter of Credit Provider	Amount of Letter of Credit	Issuance Date	Expiration Date
TD Bank, N.A.	\$163,315,069	September 30, 2022	September 29, 2027

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

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

Measure R Junior Subordinate Obligations and Other Obligations. On August 27, 2020, LACMTA issued \$1,356,095,000 aggregate principal amount of its Measure R Junior Subordinate Sales Tax Revenue Refunding Bonds, Series 2020-A (Green Bonds) (the “Series 2020 Measure R Junior Subordinate Bonds”) to repay and retire its obligations under four Transportation Infrastructure Finance and Innovation Act loan agreements and to finance certain rail projects. As of March 1, 2024, LACMTA had \$1,327,620,000 aggregate principal amount of the Series 2020 Measure R Junior Subordinate Bonds outstanding. The Series 2020 Measure R Junior Subordinate Bonds are payable from the Measure R Sales Tax revenues on a subordinate basis to the Measure R Senior Sales Tax Revenue Bonds and the Measure R Subordinate Obligations.

In addition, LACMTA has the ability to incur other obligations (the “Other Measure R Obligations”) which are secured by the Measure R Sales tax that remain after the payment of its senior lien obligations (which currently secures its Measure R Senior Bonds), the subordinate lien (which currently secures its Measure R Subordinate Obligations), and the junior subordinate lien (which currently secures its Series 2020 Measure R Junior Subordinate Bonds). As of March 1, 2024, LACMTA did not have any Other Measure R Obligations outstanding.

Measure M Sales Tax Obligations

LACMTA has not issued any debt secured by the Measure M Sales Tax. However, LACMTA anticipates issuing such debt in the future. The Short Range Financial Forecast assumes the issuance of approximately [\$7.9 billion of Measure M Senior Bonds through Fiscal Year 2034].

INVESTMENT POLICY

General

Certain features of LACMTA’s Investment Policy are summarized in “Note III—DETAILED NOTES ON ALL FUNDS—A. Cash and Investments” in the Notes to the Financial Statements in “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023.”

Investment Balances

As of December 31, 2023 (based on unaudited financial information), LACMTA had approximately \$612.5 million in market value deposited in non-discretionary bond proceeds and debt service trust accounts, primarily invested in U.S. Treasury securities, Federal Agencies, money market funds, forward purchase agreements. LACMTA had approximately \$3.5 billion in additional non-discretionary trust accounts, primarily for pension and OPEB.

Additionally, as of December 31, 2023, LACMTA had approximately \$3.7 billion (book value) deposited in discretionary/operating accounts (\$2.9 billion of which consisted of unrestricted cash and investments). Such discretionary/operating accounts were invested in the investments summarized in the following table:

<u>Discretionary/Operating Accounts Investments</u>	<u>Percentage of Total Book Value as of December 31, 2023</u>
Bank Deposits	6.1%
Local Agency Investment Fund	<u>8.6</u>
Subtotal ¹	14.7%
Managed Investments	
U.S. Treasuries	33.6%
Corporate Notes	15.7
Money Market Funds	14.5
Federal Agencies	12.6
Asset Backed Securities	4.5
Municipal securities	2.6
Medium Term Notes	1.6
Commercial Paper	<u>0.1</u>
Subtotal Managed Investments ¹	85.3%
Total Cash and Investments ¹	100.0%

¹ Numbers may not add due to rounding.
Source: LACMTA

As of December 31, 2023, the liquid reserve of the discretionary accounts, which totaled approximately \$889.8 million in market value, was managed internally by LACMTA and had an average maturity of 20 days.

Moneys released to LACMTA pursuant to the Agreement, including moneys in the discretionary/operating accounts, do not secure the First Tier Senior Lien Bonds and LACMTA is not obligated to use such amounts to pay debt service on the First Tier Senior Lien Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS—Flow of Funds.”

Additional information regarding LACMTA’s investments are included in “Note III—DETAILED NOTES ON ALL FUNDS—A. Cash and Investments” in the Notes to the Financial Statements in “APPENDIX B—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023.”

LITIGATION

Sales Tax Litigation

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

On September 28, 1995, the California Supreme Court affirmed the California Court of Appeal's ruling in *Santa Clara County Local Transportation Authority v. Guardino*, which invalidated a half cent sales tax by the Santa Clara County Local Transportation Authority. LACMTA does not believe such decision has any effect on the validity of the Proposition A Sales Tax.

Other Litigation

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

CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013

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

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

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

In April 2019, a union representing LACMTA employees objected to certification of a \$2.5 million grant on the basis that PEPRAs precludes LACMTA from continuing collective bargaining rights as required by Section 13(c). In light of the court’s decisions, USDOL reexamined its earlier determinations denying certification of FTA grants to LACMTA because of PEPRAs’s impact on transit employees. Based on that reexamination, USDOL concluded on June 14, 2019 that PEPRAs does not present a bar to certification under Section 13(c).

On August 22, 2019, the union (ATU) whose objections were rejected by USDOL brought an action against USDOL in the U.S. District Court, District of Columbia, contending that the issuance of grant certifications to California transit agencies, over the union’s objections is contrary to law and in excess of USDOL’s statutory authority because PEPRAs diminishes the collective bargaining rights of California transit employees. The State intervened and asked the court to transfer the case to the U.S. District Court for the Eastern District of California, where the prior proceedings concerning USDOL’s authority to issue grant certifications in light of PEPRAs have taken place. The court granted the State’s motion and transferred the case to the Eastern District of California where it is currently pending trial. Cross-motions for summary judgment have been filed by the parties and a hearing with respect to such motions was scheduled for May 28, 2021. On May 19, 2021, the court (a) granted USDOL a short stay to permit it to reach a final decision about whether to reconsider its decision to grant certification to California transit agencies or request a remand, and (b) rescheduled the hearing with respect to the cross-motions for summary judgment to August 27, 2021.

USDOL sought and received further stays from the court so that the new Biden administration would have time to become familiar with the issues and decide whether to reconsider USDOL’s position regarding PEPRAs. On October 28, 2021, USDOL determined it will not certify transportation grants to California transit agencies based on USDOL’s current position that PEPRAs prevents a “continuation of collective bargaining rights as required by Section 13(c).” In response to USDOL’s decision, the State requested and obtained leave to file a cross-claim under the Administrative Procedure Act in this action. The State also sought and was granted an order staying USDOL’s October 2021 determination.

A hearing on cross-motions for summary judgment was held on February 17, 2022. On December 28, 2022, District Court Judge Kimberly Mueller issued a ruling that USDOL’s determination to deny California transit agencies’ requests for federal transportation funds on the basis of PEPRAs was arbitrary and capricious. The 2021 preliminary injunction remains in place, under which USDOL cannot refuse to approve applications for federal funds on the basis of PEPRAs. In addition to invalidating USDOL’s 2021 determination that PEPRAs precludes certification under Section 13(c), the Court ordered the parties to submit a joint status report within 30 days that includes a proposed schedule for resolving the case. Granting the parties’ request in their joint status report, the Court issued a judgment on February 21, 2023 agreeing to convert the temporary injunction into a permanent injunction which allows USDOL and ATU to file a notice of appeal within 60 days. Both USDOL and ATU appealed to the United States Court of Appeals for the Ninth Circuit. Pending the outcome of the appeal, USDOL is prohibited from relying on PEPRAs to deny funding under Section 13(c).

FTA grants are a significant source of funding for LACMTA. Given the Court’s ruling in favor of the State, LACMTA expects to continue to receive FTA grants. However, if USDOL or ATU appeals and the Ninth Circuit reverses the trial court ruling and finds that PEPRAs is inconsistent with Section 13(c) protections, LACMTA may have to potentially delay or cancel projects or use alternate funding sources for projects, possibly including additional First Tier Senior Lien Bonds. First Tier Senior Lien Bonds may be issued only if the additional bonds test described under “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS—Additional First Tier Senior Lien Bonds” in the front part of this Official Statement is satisfied.

LACMTA's collection of Proposition A Sales Tax revenues to pay debt service on the First Tier Senior Lien Bonds, including the Series 2024 Bonds, is not affected by the receipt of FTA grants.

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APPENDIX B

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FINANCIAL
STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

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APPENDIX C

LOS ANGELES COUNTY ECONOMIC AND DEMOGRAPHIC INFORMATION

The Proposition A Sales Tax derives from a retail transaction and use tax applicable to all taxable sales throughout Los Angeles County. As such, sales tax revenues reflect a number of economic factors that influence taxable transactions, including population, employment and income. Some of those factors are described below.

The economic and demographic information provided below has been collected from sources that LACMTA considers to be reliable. Because it is difficult to obtain timely economic and demographic information, the economic condition of Los Angeles County may not be fully apparent in all of the publicly available local and regional economic statistics provided herein. In particular, the economic statistics provided herein may not fully capture the impact of current economic conditions. It is not possible to predict whether the trends shown below will continue in the future.

Los Angeles County

As of January 1, 2023, the County had an estimated population of 9.8 million. Los Angeles County is the largest County in the country by population, and includes over a quarter of the State of California's (the "State") population. The County covers 4,084 square miles, and includes 88 incorporated cities, with approximately 8.8 million residents, as well as unincorporated communities with approximately one million residents.

Population

The table below summarizes the populations of the County and State, estimated as of January 1 of each year, except for the years 2000 and 2010 which are reported as of April 1 of such years. The population estimates for 2010 and later incorporate 2010 Census counts as the benchmark.

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**Table C-1
COUNTY AND STATE POPULATION STATISTICS**

	County of Los Angeles	Annual Growth Rate	State of California	Annual Growth Rate
2000	9,519,330	–	33,873,086	–
2010	9,818,605	0.31% ¹	37,253,956	1.00% ¹
2014	10,078,942	0.53%	38,556,731	0.75%
2015	10,124,800	0.47	38,865,532	0.81
2016	10,150,386	0.31	39,103,587	0.67
2017	10,181,162	0.35	39,352,398	0.68
2018	10,192,593	0.16	39,519,535	0.48
2019	10,163,139	(0.25)	39,605,361	0.27
2020	10,135,614	(0.11)	39,648,938	0.22
2021	9,931,338	(2.00)	39,303,157	(0.90)
2022	9,861,224	(0.70)	39,185,605	(0.30)
2023	9,761,210	(1.01)	38,940,231	(0.35)

¹ Annual Growth Rate represents average annual growth rate between 2000 and 2010.

Source: Census Counts, Sacramento, California - 2000 and 2010. State of California, Department of Finance, E-4 Population Estimates for Cities, Counties, and the State, 2021-2023, May 2023

Industry and Employment

The following table summarizes the average number of employed and unemployed residents of the County, based on the annual “benchmark,” an annual revision process in which monthly labor force and payroll employment data, which are based on estimates, are updated based on detailed tax records.

The California Employment Development Department has reported preliminary unemployment figures for 2023 of 4.7% statewide (not seasonally adjusted) and 5.1% for Los Angeles County (not seasonally adjusted). The U.S. Bureau of Labor, Department of Labor Statistics, has reported the final unemployment figure for 2023 of 3.6% nationwide (not seasonally adjusted).

The California Employment Development Department has reported preliminary unemployment figures for January 2024 of [●]% statewide (not seasonally adjusted) and [●]% for Los Angeles County (not seasonally adjusted). The U.S. Bureau of Labor, Department of Labor Statistics, has reported an unemployment figure for January 2024 of [●]% nationwide (not seasonally adjusted).

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Table C-2
ESTIMATED AVERAGE ANNUAL EMPLOYMENT AND
UNEMPLOYMENT OF RESIDENT LABOR FORCE

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Civilian Labor Force					
County of Los Angeles					
Employed	4,926,100	4,355,900	4,548,900	4,712,000	4,742,025
Unemployed	<u>227,000</u>	<u>613,000</u>	<u>445,200</u>	<u>215,500</u>	<u>254,025</u>
Total	5,153,100	4,968,900	4,994,100	4,927,000	4,996,063
Unemployment Rates					
County	4.5%	12.4%	8.9%	4.9%	5.1%
State	4.1	10.2	7.3	4.2	4.7
United States	3.7	8.1	5.3	3.3	3.6

Source: California Employment Development Department, Labor Market Information Division for the State and County; U.S. Bureau of Labor, Department of Labor Statistics for the U.S. Items may not add to totals due to rounding.

The table below summarizes the California Employment Development Department's most recent estimated average annual employment for the County, which includes full-time and part-time workers who receive wages, salaries, commissions, tips, payment in kind, or piece rates. Percentages indicate the percentage of the total employment for each type of employment for the given year. For purposes of comparison, the most recent annual employment data for the State is also summarized.

Table C-3
LOS ANGELES COUNTY
ESTIMATED 2023 INDUSTRY EMPLOYMENT¹

	<u>County</u>		<u>State of California</u>	
	<u>Number of</u> <u>Employees</u>	<u>% of Total</u>	<u>Number of</u> <u>Employees</u>	<u>% of Total</u>
Total Farm	5,000	0.1%	435,400	2.4%
Mining and Logging	1,600	0.0	20,000	0.1
Construction	149,000	3.2	924,500	5.0
Manufacturing	319,700	6.9	1,339,700	7.2
Trade, Transportation and Utilities	844,400	18.2	3,142,000	17.0
Information	217,200	4.7	588,300	3.2
Financial Activities	216,900	4.7	847,200	4.6
Professional and Business Services	677,900	14.6	2,897,600	15.7
Educational and Health Services	925,200	20.0	3,085,800	16.7
Leisure and Hospitality	547,200	11.8	2,046,400	11.1
Other Services	158,100	3.4	585,200	3.2
Government	<u>573,600</u>	<u>12.4</u>	<u>2,575,600</u>	<u>13.9</u>
Total ²	<u>4,635,800</u>	<u>100.0%</u>	<u>18,487,700</u>	<u>100.0%</u>

¹ The California Economic Development Department has converted employer records from the Standard Industrial Classification coding system to the North American Industry Classification System.

² Total may not equal sum of parts due to independent rounding.

Note: Based on surveys distributed to employers; not directly comparable to Civilian Labor Force data reported in Table C-2.

Source: California Employment Development Department, Current Employment Statistics (CES), 2014-2023 Monthly.

Personal Income

The U.S. Census Bureau defines personal income as the income received by all persons from all sources, and is the sum of “net earnings,” rental income, dividend income, interest income, and transfer receipts. “Net earnings” is defined as wages and salaries, supplements to wages and salaries, and proprietors’ income, less contributions for government social insurance, before deduction of personal income and other taxes.

The following table sets forth the estimates of personal income and per capita personal income for the County, the State and the United States for 2018 through 2022.

Table C-4
COUNTY, STATE AND U.S.
PERSONAL INCOME¹

Year and Area	Personal Income (thousands of dollars)	Per Capita Personal Income (dollars)
2018		
County	\$ 595,765,931	\$59,004
State	2,411,055,136	60,984
United States	17,514,402,000	53,309
2019		
County	\$ 628,932,215	\$62,573
State	2,537,950,599	64,174
United States	18,343,601,000	55,547
2020		
County	\$ 673,306,158	\$67,383
State	2,767,521,379	70,061
United States	19,609,985,000	59,153
2021		
County	\$ 720,046,822	\$73,385
State	3,013,676,929	76,991
United States	21,392,812,000	64,430
2022		
County	\$ 720,740,528	\$74,142
State	3,006,647,281	77,036
United States	21,820,248,000	65,470

¹ Last updated: November 16, 2023 - new statistics for 2022; revised statistics for 2018–2021.
Source: U.S. Bureau of Economic Analysis, “Table CAINC1 - Personal Income Summary”
(accessed February 3, 2024).

Retail Sales

The following table sets forth taxable sales for the County for calendar years 2019 through 2023. [Taxable sales for the State were approximately \$[861.3] billion for calendar year 2022.]

Table C-5
COUNTY OF LOS ANGELES
TAXABLE SALES
(in thousands)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023¹</u>
Motor Vehicle and Parts Dealers	\$ 18,954,470	\$ 18,534,326	\$ 23,563,565	\$ 25,275,154	\$ 17,933,180
Home Furnishings and Appliance Stores	7,308,501	6,608,482	8,191,431	7,731,033	5,114,801
Building Material & Garden Equipment & Supplies Dealers	8,698,495	9,556,946	10,456,967	11,019,289	8,046,450
Food and Beverage Stores	7,255,361	7,650,294	7,870,932	8,267,219	6,136,917
Gasoline Stations	12,491,790	8,132,307	12,411,546	16,168,371	10,601,033
Clothing and Clothing Accessories Stores	12,536,982	9,498,705	13,981,731	14,430,221	9,852,338
General Merchandise Stores	12,910,844	12,263,784	14,456,029	15,079,135	10,086,842
Food Services and Drinking Places	25,097,944	17,006,158	23,626,065	28,099,665	21,987,485
Other Retail Group	<u>17,190,290</u>	<u>24,164,972</u>	<u>24,442,108</u>	<u>24,552,535</u>	<u>17,551,296</u>
Total Retail and Food Services	122,444,678	113,415,974	139,000,373	150,622,624	107,310,342
All Other Outlets ¹	<u>49,868,925</u>	<u>44,322,010</u>	<u>53,523,830</u>	<u>63,093,986</u>	<u>45,932,563</u>
Total All Outlets ²	<u>\$172,313,603</u>	<u>\$157,737,984</u>	<u>\$192,524,203</u>	<u>\$213,716,609</u>	<u>\$153,242,905</u>

¹ Data for Q1-Q3 only.

² Primarily manufacturing and wholesale businesses.

³ Items may not add to totals due to rounding.

Source: California Department of Tax and Fee Administration, Research and Statistics Division.

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APPENDIX D

SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS

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APPENDIX E

PROPOSED FORM OF BOND COUNSEL'S OPINION

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APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Certificate”) is executed and delivered by the Los Angeles County Metropolitan Transportation Authority (the “Authority”) in connection with the issuance of its (i) \$ _____ Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A Bonds (the “Series 2024-A Bonds”), and (ii) \$ _____ Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-B Bonds (Federally Taxable) (the “Series 2024-B Bonds,” and together with the Series 2024-A Bonds, the “Series 2024 Bonds”) pursuant to the terms of the Agreement (as defined herein). The Authority covenants and agrees as follows:

Section 1. Definitions.

“*Agreement*” means, collectively, the Trust Agreement, dated as of July 1, 1986, as amended and supplemented, by and between the Authority (as successor to the Los Angeles County Transportation Commission) and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A., as successor to BNY Western Trust Company, as successor in interest to Wells Fargo Bank, N.A., successor by merger to First Interstate Bank of California), as trustee (the “Trustee”), the Forty-First Supplemental Trust Agreement, dated as of April 1, 2024, by and between the Authority and the Trustee, and the Forty-Second Supplemental Trust Agreement, dated as of April 1, 2024, by and between the Authority and the Trustee.

“*Annual Information*” means the information specified in Section 4 hereof.

“*EMMA System*” means the MSRB’s Electronic Municipal Market Access system or any successor nationally recognized municipal securities information repositories recognized by the Securities and Exchange Commission for the purposes referred to in Rule 15c2-12.

“*Financial Obligation*” means (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

“*Holder*” means any registered owner of Series 2024 Bonds and any beneficial owner of Series 2024 Bonds within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

“*Listed Events*” means any of the events listed in Section 5 hereof.

“*MSRB*” means the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“*Official Statement*” means the Official Statement, dated _____, 2024, prepared and distributed in connection with the initial sale of the Series 2024 Bonds.

“*Rule 15c2-12*” means Rule 15c2-12, as amended through the date of this Certificate, as promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

Section 2. Purpose of the Certificate. This Certificate is being executed and delivered by the Authority pursuant to Rule 15c2-12 for the benefit of the Holders of the Series 2024 Bonds in order to assist the participating underwriters in complying with Rule 15c2-12.

Section 3. Provision of Annual Information.

(a) The Authority shall, not later than March 31 of each year (commencing March 31, 2025), provide to the MSRB through the EMMA System, in an electronic format and accompanied by identifying information all as prescribed by the MSRB, the Annual Information relating to the immediately preceding Fiscal Year that is consistent with the requirements of Section 4 hereof, which Annual Information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 hereof; provided that any audited financial statements may be submitted separately from the balance of the Annual Information and later than the date required above for the filing of the Annual Information if they are not available by that date. If the Fiscal Year for the Authority changes, the Authority shall give notice of such change in the same manner as for a Listed Event under Section 5(e) hereof.

(b) If in any year, the Authority does not provide the Annual Information to the MSRB by the time specified above, the Authority shall instead timely file a notice to the MSRB through the EMMA System stating that the Annual Information has not been timely completed and, if known, stating the date by which the Authority expects to file the Annual Information.

Section 4. Content of Annual Information. The Annual Information shall contain or incorporate by reference the following:

(a) The audited financial statements of the Authority for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as in effect from time to time and as applied to governmental units. If the Authority's audited financial statements are not available by the time the Annual Information is required to be filed pursuant to Section 3(a) hereof, the Annual Information shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Information when they become available.

(b) Updated historical information of the type set forth in "TABLE 3—Historical Net Proposition A Sales Tax Revenues, Local Allocations and Pledged Revenues" of the Official Statement; and

(c) Updated information of the type set forth in "TABLE 8—Los Angeles County Metropolitan Transportation Authority, Combined Proposition A Debt Service Schedule First Tier Senior Lien Bonds" of the Official Statement, but only the information in the columns entitled "Total Debt Service" and in the column entitled "Combined Total Debt Service" and only to the extent the information in these columns has changed.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, that have been submitted to the MSRB through the EMMA System.

Section 5. Reporting of Listed Events.

(a) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2024 Bonds not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions with respect to the tax status of the Series 2024-A Bonds or the issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB) with respect to the Series 2024 Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes;
9. Bankruptcy, insolvency, receivership or similar event of the Authority; or

Note: For the purposes of the event identified in subparagraph (a)(9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Authority in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority.

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

(b) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2024 Bonds, if material, not later than ten business days after the occurrence of the event:

1. Unless described in paragraph 5(a)(5), adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Series 2024-A Bonds or other material events affecting the tax status of the Series 2024-A Bonds;
2. Modifications to rights of the Owners of the Series 2024 Bonds;
3. Optional, unscheduled or contingent bond calls;
4. Release, substitution or sale of property securing repayment of the Series 2024 Bonds;
5. Non-payment related defaults;
6. The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
7. Appointment of a successor or additional trustee or the change of name of a trustee; or
8. Incurrence of a Financial Obligation of the Authority, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders.

(c) The Authority shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 3(a) hereof, as provided in Section 3 hereof.

(d) Whenever the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(b) hereof, the Authority shall determine if such event would be material under applicable federal securities laws.

(e) If the Authority learns of an occurrence of a Listed Event described in Section 5(a) hereof, or determines that knowledge of a Listed Event described in Section 5(b) hereof would be material under applicable federal securities laws, the Authority shall within ten business days of occurrence file a notice of such occurrence with the MSRB through the EMMA System in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsections (a)(7) or (b)(3) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2024 Bonds pursuant to the Agreement.

Section 6. Remedies. If the Authority shall fail to comply with any provision of this Certificate, then any Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding in law or in equity, this Certificate against the Authority and any of the officers, agents and employees of the Authority, and may compel the Authority or any such officers, agents or employees to perform and carry out their duties under this Certificate; provided that the sole and exclusive remedy for breach of this Certificate shall be an action to compel specific performance of the

obligations of the Authority hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to Section 4 or 5 hereof may be brought only by the Holders of 25% in aggregate principal amount of the Series 2024 Bonds at the time outstanding. A failure by the Authority to comply with the provisions of this Certificate shall not constitute an Event of Default under the Agreement.

Section 7. Parties in Interest. This Certificate is executed and delivered solely for the benefit of the Holders. No other person shall have any right to enforce the provisions hereof or any other rights hereunder.

Section 8. Amendment. Without the consent of any Holders of Series 2024 Bonds, the Authority at any time and from time to time may enter into any amendments or changes to this Certificate for any of the following purposes:

- (a) to comply with or conform to any changes in Rule 15c2-12 or any authoritative interpretations thereof by the Securities and Exchange Commission or its staff (whether required or optional);
- (b) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;
- (c) to evidence the succession of another person to the Authority and the assumption by any such successor of the covenants of the Authority hereunder;
- (d) to add to the covenants of the Authority for the benefit of the Holders, or to surrender any right or power herein conferred upon the Authority; or
- (e) to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Authority, or type of business conducted; provided that (i) the certificate, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Series 2024 Bonds, after taking into account any amendments or authoritative interpretations of the Rule, as well as any change in circumstances; and (ii) the amendment or change does not materially impair the interests of Holders, as determined either by a party unaffiliated with the Authority (such as bond counsel), or by the vote or consent of Holders of a majority in outstanding principal amount of the Series 2024 Bonds on or prior to the time of such amendment or change.

Section 9. Termination of Obligation. This Certificate shall remain in full force and effect until such time as all principal of and interest on the Series 2024 Bonds shall have been paid in full or legally defeased pursuant to the Agreement. Upon any such legal defeasance, the Authority shall provide notice of such defeasance to the EMMA System. Such notice shall state whether the Series 2024 Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

Section 10. Governing Law. THIS CERTIFICATE SHALL BE GOVERNED BY THE LAWS OF CALIFORNIA DETERMINED WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW.

IN WITNESS WHEREOF, the undersigned has executed this Continuing Disclosure Certificate this [•] day of April, 2024.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By _____
Name _____
Title _____

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

Introduction

Unless otherwise noted, the information contained under the subcaption “—General” below has been provided by DTC. LACMTA makes no representations as to the accuracy or completeness of such information. Further, LACMTA undertakes no responsibility for and makes no representations as to the accuracy or the completeness of the content of such material contained on DTC’s websites as described under “—General,” including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned websites. The beneficial owners of the Series 2024 Bonds should confirm the following information with DTC, the Direct Participants or the Indirect Participants.

NEITHER LACMTA NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT OR ANY INDIRECT PARTICIPANT; (B) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE SERIES 2024 BONDS UNDER THE AGREEMENT; (C) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2024 BONDS; (D) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT TO THE OWNERS OF THE SERIES 2024 BONDS; (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF SERIES 2024 BONDS; OR (F) ANY OTHER MATTER REGARDING DTC.

General

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each maturity of the Series 2024 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or held by the Trustee.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC

is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of “AA+.” The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2024 Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as redemptions, tenders, defaults and proposed amendments to the Series 2024 Bond documents. For example, Beneficial Owners of Series 2024 Bonds may wish to ascertain that the nominee holding the Series 2024 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

While the Series 2024 Bonds are in the book-entry-only system, redemption notices will be sent to DTC. If less than all of the Series 2024 Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to LACMTA as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal of and interest payments on the Series 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from LACMTA or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, LACMTA, or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of LACMTA or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to LACMTA or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2024 Bond certificates are required to be printed and delivered.

LACMTA may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2024 Bond certificates will be printed and delivered to DTC.

The information in this APPENDIX G concerning DTC and DTC's book-entry system has been obtained from sources that LACMTA believes to be reliable, but LACMTA takes no responsibility for the accuracy thereof.

BENEFICIAL OWNERS WILL NOT RECEIVE PHYSICAL DELIVERY OF SERIES 2024 BONDS AND WILL NOT BE RECOGNIZED BY THE TRUSTEE AS OWNERS THEREOF, AND BENEFICIAL OWNERS WILL BE PERMITTED TO EXERCISE THE RIGHTS OF OWNERS ONLY INDIRECTLY THROUGH DTC AND THE PARTICIPANTS.

In the event that the book-entry-only system is discontinued, payments of principal of and interest on the Series 2024 Bonds will be payable as described in the front part of this Official Statement under the caption "DESCRIPTION OF THE SERIES 2024 BONDS—General."

PURCHASE CONTRACT

§ _____
**Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-A**

§ _____
**Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-B (Federally Taxable)**

_____, 2024

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 21st Floor
Los Angeles, CA 90012

Ladies and Gentlemen:

The undersigned, _____ (the “**Representative**”), on its own behalf and on behalf of the other underwriters listed on the signature page hereof (collectively with the Representative, the “**Underwriters**”), offers to enter into this Purchase Contract (this “**Purchase Contract**”) with the Los Angeles County Metropolitan Transportation Authority (the “**Authority**”). The offer made hereby is subject to the written acceptance by the Authority, and delivery of an executed counterpart of this Purchase Contract to the Representative at or before 11:59 p.m., California time, on or before the date hereof, and, if not so accepted, will be subject to withdrawal by the Representative upon notice delivered to the Treasurer of the Authority at any time before acceptance. Upon acceptance and delivery of such acceptance to the Representative, this Purchase Contract shall be in full force and effect in accordance with its terms and shall be binding upon the Authority and the Underwriters. All capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Trust Agreement, dated as of July 1, 1986, as amended and supplemented (the “**Trust Agreement**”), by and between the Authority, successor to the Los Angeles County Transportation Commission, and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the “**Trustee**”), the Forty-First Supplemental Trust Agreement, to be dated as of [April] 1, 2024 (the “**Forty-First Supplemental Trust Agreement**”) by and between the Authority and the Trustee, and the Forty-Second Supplemental Trust Agreement, to be dated as of [April] 1, 2024 (the “**Forty-Second Supplemental Trust Agreement**,” and, collectively with the Trust Agreement and the Forty-First Supplemental Trust Agreement, the “**Agreement**”) by and between the Authority and the Trustee.

Section 1. Purchase and Sale of the Series 2024 Bonds. Subject to the terms and conditions and in reliance upon the representations, warranties, covenants and agreements hereinafter set forth, the Underwriters, jointly and severally, hereby agree to purchase from the Authority, and the Authority agrees to sell to the Underwriters, all (but not less than all) of the \$ _____ Los Angeles County Metropolitan Transportation Authority Proposition A First Tier

Senior Sales Tax Revenue Refunding Bonds Series 2024-A (the “**Series 2024-A Bonds**”) and the \$ _____ Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds Series 2024-B (Federally Taxable) (the “**Series 2024-B Bonds**,” and together with the Series 2024-A Bonds, the “**Series 2024 Bonds**”).

The Underwriters agree to purchase the Series 2024-A Bonds at the aggregate purchase price of \$ _____ (representing the principal amount of the Series 2024-A Bonds of \$ _____, plus a[n] [net] original issue premium of \$ _____, less an Underwriters’ discount of \$ _____).

The Underwriters agree to purchase the Series 2024-B Bonds at the aggregate purchase price of \$ _____ (representing the principal amount of the Series 2024-B Bonds of \$ _____, less an Underwriters’ discount of \$ _____).

The Underwriters have designated the Representative to act as their representative, and the Representative hereby represents that they are duly authorized to execute this Purchase Contract for and on behalf of the Underwriters.

Section 2. The Series 2024 Bonds. The Series 2024 Bonds shall be issued pursuant to and in accordance with the provisions of Chapter 5 of Division 12 of the Public Utilities Code of the State of California (the “**Act**”), Ordinance No. 16, adopted by the Los Angeles County Transportation Commission (the predecessor to the Authority) on August 20, 1980 and approved by the voters of Los Angeles County, California on November 4, 1980 (“**Proposition A**”), the Resolution (as hereinafter defined) and the Agreement.

The Series 2024 Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in the Agreement. The Series 2024 Bonds shall be limited obligations of the Authority payable solely from and secured by a first lien on and pledge of Pledged Revenues, and shall be additionally payable from certain other amounts, all as provided under the Agreement. Neither the faith and credit nor the taxing power of the County of Los Angeles, the State of California (the “**State**”) or any political subdivision or public agency thereof, other than the Authority to the extent of the Pledged Revenues and certain other amounts held by the Trustee under the Agreement, is pledged to the payment of the principal of and interest on the Series 2024 Bonds.

The Series 2024 Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 and integral multiples thereof. The Series 2024 Bonds shall be dated their date of delivery and shall mature, subject to prior redemption, in the principal amounts on the dates and shall bear interest at the rates payable on the dates, as shown on Schedule I hereto.

The proceeds from the sale of the Series 2024-A Bonds will be used by the Authority to (a) together with other available funds, refund and defease all of its outstanding Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2014-A (the “**Series 2014-A Bonds**”) and Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2015-A (the “**Series 2015-A Bonds**”) (collectively, the “**Refunded Bonds**”), (b) refinance \$ _____ in aggregate principal amount of its outstanding Second Subordinate Sales Tax Revenue Commercial Paper Notes, Series A-TE-BANA, and (c) pay the costs of issuance of the Series 2024-A Bonds. To

provide for the defeasance of the Refunded Bonds, a portion of the proceeds of the Series 2024-A Bonds and other available funds will be deposited into the escrow funds for the Series 2014-A Bonds and the Series 2015-A Bonds, as applicable, created under the respective Escrow Agreements, each dated April __, 2024 (together, the “*Escrow Agreements*”), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as escrow agent thereunder (the “*Escrow Agent*”).

The proceeds from the sale of the Series 2024-B Bonds will be used by the Authority to (a) refinance \$ _____ in aggregate principal amount of its outstanding Second Subordinate Sales Tax Revenue Commercial Paper Notes, Series A-T-BANA and (b) pay the costs of issuance of the Series 2024-B Bonds.

Section 3. Offering. It shall be a condition to the Authority’s obligations to sell and deliver the Series 2024 Bonds to the Underwriters, and a condition to the Underwriters’ obligations to purchase, accept delivery of and pay for the Series 2024 Bonds, that the entire aggregate principal amount of the Series 2024 Bonds referred to in Section 1 hereof shall be issued, sold and delivered by the Authority and purchased, accepted and paid for by the Underwriters at the Closing (defined herein).

The Underwriters agree to make a *bona fide* public offering of all the Series 2024 Bonds, at prices not in excess of the initial public offering prices or at yields not lower than the yields set forth on the inside cover page of the Official Statement (as hereinafter defined); provided that the Underwriters reserve the right from time to time as the Underwriters, in their sole discretion, deem necessary or desirable, to offer and sell the Series 2024 Bonds to certain dealers (including dealers depositing the Series 2024 Bonds into investment trusts) and others at prices lower than the initial offering prices or at yields higher than the initial yields set forth on the inside cover page of the Official Statement (but in all respects, subject to the provisions of Section 4 hereof). The Authority has authorized the use by the Underwriters, in connection with the public offering and sale of the Series 2024 Bonds, of the Resolution (as hereinafter defined), the Agreement, the Continuing Disclosure Certificate (as hereinafter defined) and this Purchase Contract and any supplements or amendments thereto, and the Preliminary Official Statement (as hereinafter defined) and the Official Statement (as hereinafter defined) and the information contained in each of such documents (including the appendices thereto).

Section 4. Establishment of Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Authority in establishing the issue price of the Series 2024-A Bonds, and shall execute and deliver to the Authority at or before the Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Authority and Bond Counsel (as hereinafter defined), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of Series 2024-A Bonds.

(b) With respect to Series 2024-A Bonds of those maturities as to which at least 10% of the Series 2024-A Bonds of the maturity has been sold to the public (defined in

subsection (f) below) at a single price (the “**10% test**”), based on reporting by the Representative to the Authority on the date hereof and prior to the execution of this Purchase Contract, which maturities are indicated in Schedule I attached hereto as having satisfied the 10% test (the “**10% Test Maturities**”), the Authority will treat the first price at which 10% of each such maturity of the Series 2024-A Bonds was sold to the public as the issue price of that maturity. With respect to Series 2024-A Bonds of those maturities as to which the 10% test has not been satisfied, based on reporting by the Representative to the Authority on the date hereof and prior to the execution of this Purchase Contract, which maturities are indicated in Schedule I attached hereto as being subject to the “hold-the-offering-price rule,” defined below (the “**Hold-the-Offering-Price Maturities**”), the Representative, on behalf of the Underwriters, and the Authority agree that the rules in subsection (c) below shall apply. For purposes of this section, for Series 2024-A Bonds maturing on the same date but having different interest rates, each separate group of Series 2024-A Bonds having a different interest rate is subject to the 10% test or subsection (c) below, as the case may be, as if such separate group of Series 2024-A Bonds were a separate maturity.

(c) The Representative confirms that the Underwriters have offered the Series 2024-A Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2024-A Bonds for which the 10% test has not been satisfied and for which the Authority and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024-A Bonds, the Underwriters will neither offer nor sell unsold Series 2024-A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2024-A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold at least 10% of each Hold-the-Offering-Price Maturity to the public at a price that is no higher than the initial offering price to the public of that Hold-the-Offering-Price Maturity.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail or other third-party distribution agreement (to which the

Representative is a party) relating to the initial sale of the Series 2024-A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail or other third-party distribution agreement, as applicable,

(A) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires,

(B) to promptly notify the Representative of any sales of Series 2024-A Bonds that, to its knowledge, are made to a purchaser who is a related party to an Underwriter participating in the initial sale of the Series 2024-A Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2024-A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a retail or other third-party distribution agreement to be employed in connection with the initial sale of the Series 2024-A Bonds to the public to require each broker-dealer that is a party to such retail or other third-party distribution agreement to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Series 2024-A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024-A Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2024-A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2024-A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024-A Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a retail or other third-party distribution agreement that was employed in connection with the initial sale of the Series 2024-A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2024-A Bonds, including, but not limited to, its agreement to comply with the

hold-the-offering-price rule, if applicable to the Series 2024-A Bonds, as set forth in the retail or other third-party distribution agreement and the related pricing wires. The Authority further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2024-A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024-A Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail or other third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2024-A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024-A Bonds.

(f) The Underwriters acknowledge that sales of any Series 2024-A Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2024-A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an underwriter or a related party to an underwriter,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of Series 2024-A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of Series 2024-A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of Series 2024-A Bonds to the public),

(iii) a purchaser of any of the Series 2024-A Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and,

(iv) “sale date” means the date of execution and delivery of this Purchase Contract by all parties.

Section 5. Use of Preliminary Official Statement and Official Statement; Continuing Disclosure. The Authority has heretofore delivered to the Underwriters the Preliminary Official Statement dated _____, 2024, relating to the Series 2024 Bonds (as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “*Preliminary Official Statement*”), which the Authority has deemed final as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“*Rule 15c2-12*”). The Authority shall prepare and deliver to the Underwriters, as promptly as practicable, but in no event later than seven business days from the date hereof and at least two business days prior to the Closing Date, whichever occurs first, a final official statement, with such changes and amendments as may be agreed to by the Representative (such official statement, including the cover page, the inside cover page and appendices thereto, and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form is herein referred to as the “*Official Statement*”), in “the designated electronic format” (as defined in Rule G-32 of the MSRB (herein defined)), in order to permit the Underwriters to comply with paragraph (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board. The Authority hereby ratifies, confirms and approves the use and distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement and hereby authorizes the Underwriters to use and distribute the Official Statement, the Agreement and this Purchase Contract, and all information contained in each, and all other documents, certificates and statements furnished by the Authority to the Underwriters with respect to the transactions contemplated by this Purchase Contract, in connection with the offer and sale of the Series 2024 Bonds. The Representative agrees to promptly file a copy of the Official Statement, including any supplements prepared by the Authority, with the Municipal Securities Rulemaking Board.

The Authority will undertake pursuant to a Continuing Disclosure Certificate, to be dated as of the date of issuance of the Series 2024 Bonds (the “*Continuing Disclosure Certificate*”), to provide certain annual financial information and operating data and certain material event notices. A description of this undertaking will be set forth in the Official Statement.

Section 6. Representations, Warranties and Covenants of the Authority. The Authority represents, warrants and covenants to the Underwriters (and it shall be a condition of the obligation of the Underwriters to purchase and accept delivery of the Series 2024 Bonds) that the representations and warranties contained herein shall be true and correct on the date hereof and on the Closing Date, as if made on and at the Closing. The Authority represents, warrants, covenants and agrees that:

(a) The Authority is, and will be on the Closing Date, a county transportation commission or a political subdivision that has the powers granted to a county transportation commission as of the date hereof, duly organized and validly existing under the laws of the State, with full legal right, powers and authority to issue the Series 2024 Bonds pursuant to the Act.

(b) The Authority has or had at the time of execution or adoption, as applicable, full legal right, power and authority to (i) execute and deliver this Purchase Contract, (ii) execute and deliver the Agreement, the Escrow Agreements and the Continuing

Disclosure Certificate (collectively, the “*Authority Documents*”); (iii) adopt the resolution entitled “RESOLUTION OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF ITS LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY PROPOSITION A FIRST TIER SENIOR SALES TAX REVENUE REFUNDING BONDS, APPROVING THE EXECUTION AND/OR DELIVERY OF SUPPLEMENTAL TRUST AGREEMENTS, ESCROW AGREEMENTS, A CONTINUING DISCLOSURE CERTIFICATE, A PURCHASE CONTRACT AND PRELIMINARY AND FINAL OFFICIAL STATEMENTS, AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH,” which was adopted by the Board of Directors of the Authority on _____, 2024 (the “*Resolution*”); (iv) deliver the Preliminary Official Statement and execute and deliver the Official Statement; (v) sell, issue and deliver the Series 2024 Bonds to the Underwriters as provided herein; and (vi) carry out and consummate the transactions contemplated by this Purchase Contract, the Authority Documents, the Resolution and the Official Statement.

(c) The Authority has complied, and will at Closing be in compliance in all respects, with the terms of the Act and the Resolution and with its obligations in connection with the issuance of the Series 2024 Bonds as contained in the Series 2024 Bonds, this Purchase Contract and the Authority Documents.

(d) By all necessary official action, the Authority has duly adopted the Resolution, has duly authorized and approved the Official Statement and the delivery thereof to the Underwriters, has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations in connection with the issuance of the Series 2024 Bonds on its part contained in the Series 2024 Bonds, this Purchase Contract and the Authority Documents and the consummation by it of all other transactions contemplated by this Purchase Contract and the Authority Documents in connection with the issuance of the Series 2024 Bonds; and this Purchase Contract and each of the Authority Documents, upon execution and delivery thereof, will constitute the legal, valid and binding obligations of the Authority, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), to limitations on remedies imposed in actions against public entities in the State and to any principles of law or public policy limiting the enforceability of indemnification provisions or the waiver of jury trial.

(e) To the best knowledge of the Authority, after reasonable investigation, (i) the Authority is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject, which would materially adversely affect the financial position or operations of the Authority or the ability of the Authority to pay principal and interest on the Bonds (as defined in the Trust Agreement)

as and when due, or to perform its obligations under the Authority Documents or this Purchase Contract; and (ii) no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument, which would materially adversely affect the financial position or operations of the Authority or the ability of the Authority to pay principal of and interest on the Bonds as and when due. To the best knowledge of the Authority, after reasonable investigation, the execution and delivery of the Series 2024 Bonds, this Purchase Contract and the Authority Documents and the adoption of the Resolution and compliance with the provisions on the Authority's part contained in this Purchase Contract, the Series 2024 Bonds and the Authority Documents, will not materially conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instrument, except as provided by the Series 2024 Bonds, this Purchase Contract and the Authority Documents.

(f) When delivered to and paid for by the Underwriters on the Closing Date in accordance with the provisions of this Purchase Contract, the Series 2024 Bonds will have been duly authorized, executed and delivered and will constitute valid and binding limited obligations of the Authority in conformity with and entitled to the benefit and security of the Agreement enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors rights generally, by the application of equitable principles if equitable remedies are sought, and by limitations on remedies imposed in actions against public entities in the State.

(g) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over the matter which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Authority of its obligations in connection with the issuance, sale and delivery of the Series 2024 Bonds under this Purchase Contract and the Agreement have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2024 Bonds; and, except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction in the matter which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Authority of its respective obligations under this Purchase Contract and the Authority Documents have been duly obtained.

(h) On the date hereof and at the Closing, the Authority will be in compliance with the covenants and agreements contained in this Purchase Contract and the Authority Documents, and no event of default and no event which, with the lapse of time or giving of notice, or both, would constitute an event of default thereunder, shall have occurred and be continuing.

(i) As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Authority, threatened against the Authority, affecting the corporate existence of the Authority or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds or the levy or collection by the Authority of the Proposition A Tax (defined herein) or application of the Pledged Revenues or other money to be pledged to pay the principal of and interest on the Series 2024 Bonds, or contesting or affecting as to the Authority the validity or enforceability of the Act, the Series 2024 Bonds, the Resolution, this Purchase Contract or any Authority Documents, or contesting the tax-exempt status of interest on the Series 2024-A Bonds, or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the Authority or any authority for the issuance of the Series 2024 Bonds, the adoption of the Resolution, the collection of the Proposition A Tax, the pledge of the Pledged Revenues or the execution and delivery by the Authority of this Purchase Contract or any Authority Document, nor, to the best knowledge of the Authority, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would affect in any way the validity or enforceability of the Act as to the Authority or materially and adversely affect the authorization, execution, delivery or performance by the Authority of the Series 2024 Bonds, any Authority Document or this Purchase Contract, the collection of the tax imposed pursuant to Proposition A (the “**Proposition A Tax**”) or the pledge of the Pledged Revenues or the adoption of the Resolution.

(j) The Series 2024 Bonds, when issued, will conform in all material respects to the description thereof contained in the Preliminary Official Statement and the Official Statement under the captions “DESCRIPTION OF THE SERIES 2024 BONDS” and “APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS”; the proceeds of the Series 2024 Bonds, when issued, will be applied generally as described in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION—Purpose of the Series 2024 Bonds” and “PLAN OF REFUNDING AND APPLICATION OF SERIES 2024 BOND PROCEEDS;” and the Authority Documents conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(k) The Preliminary Official Statement (other than information allowed to be omitted by Rule 15c2-12), as of its date and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (excluding therefrom the information contained under the

caption “UNDERWRITING” and under “APPENDIX G—BOOK-ENTRY-ONLY SYSTEM” as to which no representations or warranties are made).

(l) The financial statements of the Authority as of June 30, 2023, attached to the Official Statement as Appendix B, fairly represent the revenues, expenditures, assets, liabilities and fund balances of such amounts and, insofar as presented, other funds of the Authority as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Representative, there has not been any materially adverse change in the financial condition of the Authority or in its operations since June 30, 2023 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(m) At all times upon the delivery thereof and subsequent to the date of delivery thereof (up to and including the Closing Date), the Official Statement, as supplemented and amended, did not and will not, except for brief periods between changes in any relevant circumstances and the timely amendment or supplement of the Official Statement to reflect such change, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (excluding therefrom the information contained under the caption “UNDERWRITING” and under “APPENDIX G—BOOK-ENTRY-ONLY SYSTEM” as to which no representations or warranties are made).

(n) If, subsequent to the date hereof and prior to the Closing, an event occurs affecting the Authority which is materially adverse for the purpose for which the Official Statement, as then supplemented or amended, is to be used and such event is not disclosed in the Official Statement, the Authority shall notify the Representative and if in the opinion of the Authority or the Representative such event requires a supplement or amendment to the Official Statement, the Authority will supplement or amend the Official Statement in a form and manner approved by the Representative.

(o) After the Closing, the Authority will not participate in the delivery of any amendment of or supplement to the Official Statement, to which, after being furnished with a copy, the Representative shall reasonably object in writing and which shall be disapproved by the Representative, _____, counsel to the Underwriters (“*Underwriters’ Counsel*”), Norton Rose Fulbright US LLP, as bond counsel to the Authority (“*Bond Counsel*”), or Kutak Rock LLP, as disclosure counsel to the Authority (“*Disclosure Counsel*”), and if any event relating to or affecting the Authority shall occur during the period through and including the twenty-fifth day after the “underwriting period” (as defined in Rule 15c2-12) as a result of which it is necessary, in the opinion of the Authority, the Representative, or their respective counsel, to amend or supplement the Official Statement in order to make the Official Statement not inaccurate or misleading in the light of the circumstances existing at the time it is delivered to a prospective purchaser, the Authority will forthwith prepare and furnish to the Underwriters (at the expense of the Authority), a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to Underwriters’ Counsel, Bond Counsel and Disclosure Counsel) which will amend or supplement the Official Statement

so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading.

(p) If the information contained in the Official Statement is amended or supplemented pursuant to Section 6(o) hereof, at the time of each supplement or amendment thereto and (unless subsequently supplemented or amended pursuant to such clause) at all times subsequent thereto up to and including 25 days after the end of the “underwriting period,” the Official Statement, as supplemented and amended, will not, except for brief periods between changes in any relevant circumstances and the timely amendment or supplement of the Official Statement to reflect such change, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (excluding therefrom the information contained under the caption “UNDERWRITING” and under “APPENDIX G—BOOK-ENTRY-ONLY SYSTEM” as to which no representations or warranties are made).

(q) The Authority will furnish such information, execute such instruments and take such other action not inconsistent with applicable law in cooperation with the Underwriters as the Representative may deem necessary in order (i) to qualify the Series 2024 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Representative may designate; and (ii) to determine the eligibility of the Series 2024 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the Series 2024 Bonds; provided, however, that in no event shall the Authority be required to take any action which would subject it to service of process in any jurisdiction in which it is not now so subject or be required to register as a dealer or broker or qualify to do business as a foreign corporation or to comply with any other similar requirements deemed by the Authority to be unduly burdensome.

(r) Between the date of this Purchase Contract and the Closing Date, the Authority will not, without the prior written consent of the Representative, except as disclosed in the Official Statement, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, secured by the Proposition A Tax.

(s) The Authority is not currently in default, and has not within the last 10 years defaulted in the payment of principal of or interest on any bond, note or other obligation for borrowed money nor is it currently in default in any material respect under any agreement or instrument under which such obligation for borrowed money has been issued, and no event of which the Authority has notice or knowledge has occurred and is continuing under the provisions of any such agreement or instrument which, with or without the lapse of time or the giving of notice, or both, constitutes or would constitute a default thereunder.

(t) Except as described in the Preliminary Official Statement and the Official Statement, the Authority has complied in all material respects with all previous continuing disclosure undertakings required pursuant to Rule 15c2-12 for the past five years.

(u) Any certificate signed by any authorized official of the Authority, and delivered to the Underwriters in connection with the execution and delivery of the Series 2024 Bonds, shall be deemed a representation and warranty by the Authority to the Underwriters as to the statements made therein.

(v) The Authority acknowledges and agrees that (i) the purchase and sale of the Series 2024 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Authority and the Underwriters and that the Underwriters have financial and other interests that differ from those of the Authority, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as the municipal advisors, financial advisors, agents or fiduciaries of the Authority, (iii) the Underwriters (individually or collectively) have not assumed an advisory or fiduciary responsibility in favor of the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the Authority on other matters) and the Underwriters have no obligation to the Authority with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract and under applicable laws and regulations and (iv) the Authority has consulted its own municipal, legal, accounting, tax, financial and other advisors to the extent it has deemed appropriate.

Section 7. Closing. At 8:00 a.m., California Time, on _____, 2024, or at such other date or time as shall have been mutually agreed upon by the Authority and the Representative (the "**Closing Date**"), the Authority will, subject to the terms and conditions hereof, issue and deliver the Series 2024 Bonds; and the Underwriters will accept such delivery and pay the purchase prices set forth in Section 1 hereof, in immediately available funds to or on the order of the Authority. Payment for the Series 2024 Bonds shall be made at a place designated by the Authority, with the consent of the Representative. The Series 2024 Bonds will be delivered to the account of the Underwriters through The Depository Trust Company, New York, New York ("**DTC**") as fully registered bonds registered in the name of Cede & Co., as nominee of DTC. Physical delivery of the Series 2024 Bonds shall be made to the Trustee, as agent for DTC under the Fast Automated Securities Transfer system, or as otherwise instructed by the Authority or the Trustee. Such payment and delivery is referred to herein as the "**Closing**." The Series 2024 Bonds shall be made available to the Underwriters for inspection not later than one business day before the Closing Date. It is anticipated that CUSIP identification numbers will be printed on the Series 2024 Bonds, but neither the failure to print such numbers on any Series 2024 Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the Series 2024 Bonds in accordance with the terms of this Purchase Contract.

Section 8. Closing Conditions. The Underwriters hereby enter into this Purchase Contract in reliance upon the representations, warranties and covenants of the Authority contained herein and the representations and warranties contained in the documents and instruments to be

delivered at the Closing and upon the performance by the Authority of its obligations both on and as of the date hereof and as of the Closing Date. Accordingly, the Underwriters' obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2024 Bonds shall be subject to the accuracy of the representations and warranties of the Authority contained herein as of the date hereof and as of the Closing Date, to the accuracy of the statements of the officers and other officials of the Authority made in any certificate or other document furnished pursuant to the provisions hereof, to the performance by the Authority of its obligations to be performed hereunder and under all documents and instruments furnished pursuant to the provisions hereof at or prior to the Closing Date, and are also subject to the following additional conditions:

(a) at the time of the Closing, this Purchase Contract and the Authority Documents shall have been duly authorized, executed and delivered and shall not have been revised, amended, modified or supplemented subsequent to the date hereof except as may have been agreed to by the Representative;

(b) at the time of Closing, all official action of the Authority related to this Purchase Contract, the Authority Documents and the sale of the Series 2024 Bonds shall be in full force and effect and this Purchase Contract and the Authority Documents shall not have been amended, modified, supplemented or repealed;

(c) at the time of Closing, the Authority shall have made timely payment of principal and/or interest when due on all of its outstanding indebtedness;

(d) as of the date hereof and at the time of Closing, trading in any securities of the Authority shall not have been suspended on any national securities exchange; nor shall any proceeding be pending or threatened by the Securities and Exchange Commission against the Authority;

(e) the Authority shall perform, or have performed at or prior to the time of the Closing, all of its obligations required under or specified in this Purchase Contract and the Authority Documents, as amended to the Closing Date, to be performed at or prior to the Closing;

(f) subsequent to the date hereof, up to and including the time of Closing, there shall not have occurred any change in or event particularly affecting the Authority, the Act, Proposition A, the Pledged Revenues, the Series 2024 Bonds, the Resolution or the Authority Documents as the foregoing matters are described in the Official Statement, which in the reasonable professional judgment of the Underwriters materially impairs the investment quality of the Series 2024 Bonds;

(g) Subsequent to the date hereof, up to and including the time of Closing, the California Department of Tax and Fee Administration ("**CDTFA**") shall not have suspended or advised the Authority of suspension of the collection of the Proposition A Tax or the escrow of any proceeds thereof by the CDTFA, and counsel to the Authority shall not have been advised of the suspension of the collection of the Proposition A Tax or the escrow of any proceeds thereof by the CDTFA, nor shall CDTFA have questioned the validity of the Proposition A Tax; and

(h) at or prior to the Closing, the Underwriters shall receive, among other items, the following in each case satisfactory in form and substance to the Representative and Underwriters' Counsel:

(i) a copy of the Official Statement and each supplement or amendment thereto, manually executed on behalf of the Authority by its Treasurer or another duly authorized officer of the Authority, together with a copy of same in "the designated electronic format" (as defined in Rule G-32 of the MSRB);

(ii) a certified copy of the Resolution, which certificate shall state that such Resolution is in full force and effect as of the Closing Date and has not been amended, modified or rescinded since initial adoption;

(iii) duly executed copies of the Authority Documents and specimen copies of the Series 2024 Bonds;

(iv) an executed copy of the Tax Certificate, executed by the Authority, and evidence of the preparation for filing of IRS Form 8038-G;

(v) an opinion of Bond Counsel, dated the Closing Date and addressed to the Authority, substantially to the effect of the form included in the Official Statement as Appendix E, together with a letter of such counsel, dated the date of the Closing and addressed to the Underwriters, to the effect that the foregoing opinion addressed to the Authority may be relied upon by the Underwriters to the same extent as if such opinion were addressed to them;

(vi) an opinion of Bond Counsel, dated the Closing Date and addressed to the Authority and the Underwriters, to the effect that (A) the Series 2024 Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended (the "**Securities Act**"); (B) the Purchase Contract and the Continuing Disclosure Certificate have each been duly authorized, executed and delivered by the Authority, and assuming due authorization, execution and delivery by the other parties thereto, as applicable, the Purchase Contract and the Continuing Disclosure Certificate constitute legal, valid and binding agreements of the Authority enforceable in accordance with their respective terms, subject to (1) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws), (2) general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, (3) the exercise of judicial discretion in appropriate cases, (4) the limitations on legal remedies imposed on actions against public entities in the State of California, (5) any principles of law or public policy limiting the enforceability of indemnification provisions or the waiver of jury trial and (6) the application of California laws relating to conflicts of interest to which public entities are subject; (C) the Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**"); and (D) the

statements contained in the Official Statement under the captions “DESCRIPTION OF THE SERIES 2024 BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS” and “TAX MATTERS” and in “APPENDIX D—SUMMARY OF LEGAL DOCUMENTS; DEFINITIONS” and “APPENDIX E—PROPOSED FORM OF BOND COUNSEL’S OPINION,” insofar as the statements purport to summarize certain provisions of the Series 2024 Bonds, the Authority Documents and the approving opinion of Bond Counsel, are accurate in all material respects;

(vii) an opinion, dated the Closing Date and addressed to the Authority and the Underwriters, of Disclosure Counsel to the effect that based upon information made available to them in the course of their preparation of the Preliminary Official Statement and the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, nothing has come to the attention of attorneys in their firm rendering legal services as Disclosure Counsel in connection with the Preliminary Official Statement and the Official Statement which caused them to believe that the Preliminary Official Statement and the Official Statement (excluding therefrom (i) with respect to the Preliminary Official Statement, any omissions permitted pursuant to Rule 15c2-12 and (ii) with respect to both the Preliminary Official Statement and the Official Statement, any CUSIP numbers, financial, statistical, economic or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumption or expressions of opinion contained therein, information regarding DTC and its book-entry system, any information contained or referred to in the section entitled “TAX MATTERS” or information concerning the tax-exempt status of the Series 2024 Bonds, statements under the caption “UNDERWRITING” and in Appendices B, D, E, F and G thereto, as to which no view need be expressed) as of their respective dates and with respect to the Preliminary Official Statement, as of the date of the Purchase Contract, and with respect to the Official Statement, as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(viii) an opinion, dated the date of the Closing, and addressed to the Underwriters, of Los Angeles County Counsel (“*County Counsel*”), to the effect that:

(A) the Authority is a county transportation commission, duly organized and validly existing under the laws of the State;

(B) the Resolution of the Authority authorizing the issuance of the Series 2024 Bonds and the execution and delivery of the Purchase Contract the Forty-First Supplemental Trust Agreement, the Forty-Second Supplemental Trust Agreement, the Continuing Disclosure Certificate and

the Escrow Agreements (collectively, the “*Financing Documents*”) and the Official Statement was duly adopted at a meeting of the Board of Directors of the Authority on _____, 2024, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption;

(C) except as disclosed in the Official Statement, to the best of County Counsel’s knowledge, based solely upon an inquiry of the lawyers within the Office of the Los Angeles County Counsel who represent the Authority, there is no action, suit, proceeding or investigation at law or in equity before or by any court, or public body, pending or, to the best of County Counsel’s knowledge, based solely upon an inquiry of the lawyers within the Office of the Los Angeles County Counsel who represent the Authority, threatened against the Authority, to restrain or enjoin the execution, issuance or delivery of the Series 2024 Bonds or the Financing Documents or the Authority’s performance of its obligations under the Series 2024 Bonds, the Trust Agreement or the Financing Documents, the collection of the revenues pledged under the Agreement, or in any way contesting or affecting any authority for the issuance of the Series 2024 Bonds or the validity or enforceability of the Series 2024 Bonds, the Trust Agreement or the Financing Documents, or in any way contesting the existence or powers of the Authority with respect to the issuance of the Series 2024 Bonds or the execution and delivery of the Financing Documents or the security therefor wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Official Statement, the Trust Agreement and the Financing Documents, or the validity of the Series 2024 Bonds;

(D) to the best of County Counsel’s knowledge, after due inquiry and assuming compliance with the agreements set forth in the Certificate of the Los Angeles County Metropolitan Transportation Authority Relating to Agreements Secured by Proposition A Tax, dated the Closing Date, the issuance of the Series 2024 Bonds, the execution and delivery of the Financing Documents and compliance with the foregoing, as appropriate, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or a default under any agreement or other instrument to which the Authority is a party (and of which County Counsel is aware) or by which it is bound (and of which County Counsel is aware) or any existing law or regulation, excluding any law or regulation that is specifically related to tax or securities matters, and issuance of securities or bonds, as to which County Counsel expresses no opinion, that County Counsel has in the exercise of customary professional diligence, recognized as applicable to the Authority, or any court order or consent decree to which the Authority is subject (and of which County Counsel is aware);

(E) the Trust Agreement and the Financing Documents (collectively, the “**Referenced Documents**”) and the Series 2024 Bonds were duly authorized by the Authority and were duly executed and delivered by officers of the Authority having all necessary power and authority to do so on behalf of the Authority and in its name. The Referenced Documents and the Series 2024 Bonds have been duly authorized, executed and delivered or issued, as applicable, by the Authority and, assuming due authorization, execution and delivery of the Referenced Documents by the parties thereto other than the Authority, the Referenced Documents and the Series 2024 Bonds constitute, legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms, except as enforcement may be limited by (i) any applicable bankruptcy, reorganization, insolvency, arrangement, moratorium or similar laws affecting creditors’ rights generally (including, without limitation, fraudulent conveyance laws), (ii) general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, (iii) the exercise of judicial discretion in appropriate cases, (iv) the limitations on legal remedies imposed on actions against public entities in the State, (v) the application of California laws relating to conflicts of interest to which public entities are subject, and (vi) the application of State or federal laws and regulations that are specifically related to tax and securities, and issuance of securities or bonds. County Counsel expresses no opinion as to any provision in the Referenced Documents or the Series 2024 Bonds with respect to the priority of any pledge or security interest, or any opinion as to the enforceability of any provision in the Referenced Documents or the Series 2024 Bonds providing for indemnification, governing law or waivers (including waiver of jury trial);

(F) to the best of County Counsel’s knowledge, excluding in connection with the application of State or federal laws in connection with tax, public finance matters, an issuance of debt instruments, securities or bonds as to which County Counsel does not opine, there is no authorization, approval, consent or other order of, or filing with, or certification by, the State or any other governmental authority or agency within the State having jurisdiction over the Authority required for the issuance of the Series 2024 Bonds or the consummation by the Authority of the other financial transactions contemplated by the Official Statement and the Referenced Documents (other than regulatory approvals in the normal course of the Authority’s transit operations and other than qualification under the “Blue Sky” or securities laws of the United States or any state);

(G) the preparation and distribution of the Preliminary Official Statement and the Official Statement were duly authorized by the Authority; and

(H) County Counsel participated in conferences and discussions with representatives of the Authority, Bond Counsel, Disclosure Counsel, the Underwriters, Underwriters' Counsel, the municipal advisor to the Authority and others, during which the contents of the Preliminary Official Statement and the Official Statement and other matters were discussed. Based upon information made available to County Counsel in the course of County Counsel's participation in the preparation of the Preliminary Official Statement and the Official Statement, nothing has come to the attention of the attorneys in County Counsel's office rendering legal services in connection with the Series 2024 Bonds which causes County Counsel to believe that the information in the Preliminary Official Statement, as of its date and as of the date of the Purchase Contract, and the Official Statement, as of its date and as of the Closing Date, under the captions entitled "LITIGATION" and "APPENDIX A—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY—LITIGATION" contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(ix) an opinion of Underwriters' Counsel, dated the Closing Date and addressed to the Underwriters, in form and substance acceptable to the Underwriters;

(x) a certificate of the Authority, dated the date of the Closing, signed on behalf of the Authority by an Authorized Authority Representative or other duly authorized officer of the Authority to the effect that (in lieu of or in conjunction with such certificate the Representative may, in their sole discretion, accept certificates or opinions of County Counsel or any deputy thereof, or of other counsel acceptable to the Representative, to the effect that in the opinion of such counsel the issues raised in any pending or threatened litigation referred to in such certificate are without substance or that the contentions of all plaintiffs therein are without merit):

(A) the representations and warranties of the Authority contained in the Purchase Contract are true, complete and correct on and as of the Closing Date as though made on the Closing Date;

(B) after reasonable investigation, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the best knowledge of the Authority, threatened against the Authority, affecting the corporate existence of the Authority or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds or the levy or collection of the Proposition A Tax or the application of the Pledged Revenues or other moneys pledged to pay the principal of and interest on the Series 2024

Bonds, or in any way contesting or affecting as to the Authority the validity or enforceability of the Act, the Series 2024 Bonds, the Resolution, the Purchase Contract or the Authority Documents, or contesting the tax-exempt status of interest on the Series 2024-A Bonds, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Authority or any authority for the issuance of the Series 2024 Bonds, the adoption of the Resolution, the collection of the Proposition A Tax, the pledge of the Pledged Revenues or the execution and delivery by the Authority of the Purchase Contract and the Authority Documents nor, to the best knowledge of the Authority, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would affect in any way the validity or enforceability of the Act as to the Authority or materially and adversely affect the authorization, execution, delivery or performance by the Authority of the Series 2024 Bonds, the Purchase Contract or the Authority Documents or the adoption of the Resolution. Additionally, no litigation, which in the aggregate would have a material adverse effect on the financial condition of the Authority, is pending, nor, to the best knowledge of the Authority, is there any basis therefor;

(C) no event affecting the Authority has occurred since the date of the Official Statement which should be disclosed in the Official Statement so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and which has not been disclosed in a supplement or amendment to the Official Statement; and

(D) the Authority has complied with all the material agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date pursuant to the Purchase Contract, the Agreement and the Resolution with respect to the issuance of the Series 2024 Bonds;

(xi) evidence that the Series 2024 Bonds have been rated “__” by Moody’s Investor Services, Inc. (“**Moody’s**”) and “__” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“**S&P**”).

(xii) a certificate of an authorized officer of The Bank of New York Mellon Trust Company, N.A. (“**BNY**”), dated the Closing Date, to the effect that (A) BNY is a national banking association duly organized and validly existing under the laws of the United States of America having full power and being qualified to enter into, accept and agree to the provisions of the Agreement and the Escrow Agreements, to perform its obligations under the Agreement and the Escrow Agreements and to authenticate the Series 2024 Bonds; (B) all approvals, consents and orders of any governmental authority or agency having jurisdiction in this matter that would constitute a condition precedent to the performance by BNY

of its trusts, duties and obligations under the Agreement and the Escrow Agreements have been obtained and are in full force and effect; (C) BNY has duly accepted the duties and obligations of BNY under the Agreement and the Escrow Agreements, which are legal, valid and binding obligations of BNY; (D) acceptance of the duties and obligations of BNY under the Agreement and the Escrow Agreements and the consummation of the transactions on the part of BNY contemplated therein, and the compliance by BNY, as applicable, with the terms, conditions and provisions of the Agreement and the Escrow Agreements do not contravene any provisions of applicable law or regulation or any order or decree, writ or injunction or the articles of incorporation or bylaws of BNY, and, to the best knowledge of such officer, will not require the consent under or result in a breach of or a default under, any resolution, agreement or other instrument to which BNY is a party or by which it may be bound and (E) BNY has not been served with any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, nor to the best knowledge of BNY is any such action or other proceeding threatened against BNY, as such but not in its individual capacity, affecting the existence of BNY, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the collection of Proposition A Tax to be applied to pay the principal and interest on the Series 2024 Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Agreement and the Escrow Agreements, or contesting the powers of BNY or its authority to enter into, adopt or perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Agreement and the Escrow Agreements;

(xiii) a certified copy of the general resolution of Trustee authorizing execution and delivery of Series 2024 Bonds and Agreement;

(xiv) an opinion, dated the Closing Date and addressed to the Underwriters and the Authority, of counsel to BNY, to the effect that (A) BNY is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America; (B) BNY has all requisite corporate power, authority and legal right to execute and deliver the Forty-First Supplemental Trust Agreement and the Forty-Second Supplemental Trust Agreement, as trustee, and the Escrow Agreements, as escrow agent, to authenticate the Series 2024 Bonds, and to perform its obligations under the Agreement and the Escrow Agreements and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations under the Agreement and the Escrow Agreements and to authenticate the Series 2024 Bonds; (C) BNY has duly authorized, executed and delivered the Forty-First Supplemental Trust Agreement, the Forty-Second Supplemental Trust Agreement and the Escrow Agreements and has duly authenticated the Series 2024 Bonds, and assuming the due authorization, execution and delivery thereof by the other parties thereto, each of the Agreement and the Escrow Agreements is the legal, valid and binding agreement of BNY, enforceable in accordance with its terms against BNY; (D) no authorization, approval, consent, or order of any governmental agency or regulatory

authority having jurisdiction over BNY that has not been obtained by BNY is required for the authorization, execution, and delivery by BNY of the Forty-First Supplemental Trust Agreement, the Forty-Second Supplemental Trust Agreement or the Escrow Agreements, the authentication of the Series 2024 Bonds, or the performance of the duties and obligations of BNY under the Agreement or the Escrow Agreements; and (E) the execution and delivery of the Forty-First Supplemental Trust Agreement, the Forty-Second Supplemental Trust Agreement and the Escrow Agreements, and compliance with the provisions of the Agreement and the Escrow Agreements by BNY will not violate any provisions of any law or regulation governing BNY or any order of any governmental authority having jurisdiction over BNY;

(xv) a duly executed copy of the DTC Representation Letter;

(xvi) the items required by the Trust Agreement as conditions for issuance of the Series 2024 Bonds;

(xvii) copies of the Report of Proposed Debt Issuance and the Report of Final Sale required to be delivered to the California Debt and Investment Advisory Commission;

(xviii) an opinion of Bond Counsel, dated the Closing Date, addressed to the Authority and the Trustee pursuant to Sections 2.09(g) and 10.02 of the Trust Agreement;

(xix) a defeasance opinion of Bond Counsel to the effect that the Refunded Bonds are deemed to be paid under the Trust Agreement;

(xx) a verification report of Robert Thomas CPA, LLC;

(xxi) a transcript of all proceedings relating to the authorization and delivery of the Series 2024 Bonds; and

(xxii) such additional certificates, legal opinions of Bond Counsel, Underwriters' Counsel or other counsel and such other instruments or documents as Underwriters' Counsel or Bond Counsel reasonably request to evidence the truth and accuracy as of the date hereof and as of the Closing Date of information contained in the Official Statement and the representations and warranties contained herein and in the Official Statement and the due satisfaction on or prior to the Closing Date of all conditions then to be satisfied in connection with the transaction contemplated hereby.

Section 9. Termination. The Underwriters shall have the right to terminate their obligations under this Purchase Contract to purchase, accept delivery of and to pay for the Series 2024 Bonds, if:

(a) between the date hereof and the Closing Date, the market price or marketability or the ability of the Underwriters to sell or to enforce contracts for the sale,

at the initial offering prices set forth in the Official Statement, of the Series 2024 Bonds has been materially adversely affected, in the reasonable judgment of the Representative in consultation with the Authority (evidenced by a written notice to the Authority terminating the obligation of the Underwriters to accept delivery of and pay for the Series 2024 Bonds), by reason of any of the following:

(i) (A) any legislation that is (1) enacted by or introduced in Congress; (2) favorably reported for passage to either House of the Congress of the United States by any Committee of such House to which such legislation has been referred for consideration; (3) recommended to the Congress for passage by the President of the United States or the Treasury Department; or (4) officially presented by any member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives for formal action by such Committee, or officially presented as an option for formal consideration by either such Committee, by the Staff of such Committee or by the Staff of the Joint Committee on Taxation of the United States Congress, or by the occurrence of any other Congressional action, but only, however, if the occurrence of any of the foregoing events is generally accepted by the municipal bond market as potentially affecting the federal tax status of the Authority, its property or income, or the interest on its bonds or notes (including the Series 2024-A Bonds); (B) any decision rendered by a court established under Article III of the Constitution of the United States or the Tax Court of the United States, but only, however, if such decision is generally accepted by the municipal bond market as potentially affecting the federal tax status of the Authority, its property or income, or the interest on its bonds or notes (including the Series 2024-A Bonds); or (C) a final order, ruling, regulation or official statement issued or made (1) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by the holders of the Series 2024-A Bonds, or upon such revenues or other income of the general character expected to be received by the Authority; or (2) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series 2024 Bonds are not exempt from registration or qualification under, or other requirements of, the Securities Act, the Trust Indenture Act or that the issuance, offering or sale of the Series 2024 Bonds or obligations of the general character of the Series 2024 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement, otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(ii) legislation enacted by the legislature of the State or a decision rendered by a Court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Series 2024 Bonds in the hands of the holders thereof;

(iii) the outbreak of hostilities or escalation of any existing or future hostilities or terrorist attacks involving the United States or the declaration by the United States of a national emergency or war or the occurrence of any other local, national or international calamity or crisis or any escalation of any thereof (including an escalation of any calamity or crisis existing on the date hereof);

(iv) the declaration of a general banking moratorium by federal, New York or California authorities, a major financial crisis, material disruption in commercial banking or securities settlement or clearance services, or the general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange;

(v) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series 2024 Bonds or obligations of the general character of the Series 2024 Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the net capital requirements of the Underwriters;

(vi) the adoption of any amendment to the federal or California Constitution, a decision by any federal or State court, or enactment by any federal or State legislative body materially adversely affecting (A) the Authority or the right of the Authority to receive or to pledge any of the Pledged Revenues; (B) the validity or collection of the Proposition A Tax; or (C) the validity or enforceability of the Series 2024 Bonds, this Purchase Contract, the Authority Documents or the Resolution;

(vii) a stop order, ruling or regulation by the Securities and Exchange Commission shall hereafter be issued or made, the reasonable effect of which is that the issuance, offering or sale of the Series 2024 Bonds, as contemplated herein or in the Official Statement, or of obligations of the general character of the Series 2024 Bonds, is in violation of any provisions of the Securities Act, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, the Trust Indenture Act, or any rule or regulation promulgated under any such Acts;

(viii) the purchase of and payment for the Series 2024 Bonds by the Underwriters or the sale of the Series 2024 Bonds to the Underwriters or their resale or reoffering by the Underwriters, on the terms and conditions provided in this Purchase Contract, is prohibited by any applicable law or governmental authority, board, agency or commission.

(ix) except as otherwise described in the Official Statement, there shall occur any materially adverse change or any materially adverse development

involving a prospective change in or affecting the business, properties or financial condition of the Authority; or

(x) there has been a suspension, withdrawal or downgrading, or any official statement has been made as to the possible suspension, withdrawal or downgrading of any rating assigned to the Series 2024 Bonds by Moody's or S&P.

(b) an event occurs, or information becomes known, which, in the judgment of the Representative, makes untrue any material statement or information contained in the Preliminary Official Statement or the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, which event or information has not been reflected to the satisfaction of the Representative in an amendment or supplement to the Preliminary Official Statement or the Official Statement pursuant to Section 6(n) hereof; or

(c) any litigation shall be instituted, pending or threatened to restrain or enjoin the validity and collection of the Proposition A Tax or the issuance or sale of the Series 2024 Bonds, or in any way protesting or affecting the authority of the Authority to issue the Series 2024 Bonds or the validity of the Series 2024 Bonds or this Purchase Contract, the Authority Documents or the Resolution, or which would materially and adversely affect the existence or powers of the Authority.

Section 10. Expenses.

(a) The Underwriters shall be under no obligation to pay, and the Authority shall pay, or cause to be paid, all expenses incident to the performance of the Authority's obligations hereunder, including, but not limited to, the cost of word processing and reproducing, executing and delivering the Series 2024 Bonds to the Underwriters; the cost of preparation, printing (and/or word processing and reproducing), distribution and delivery of the Agreement, the Authority Documents, the Preliminary Official Statement, the Official Statement and such other agreements or proceedings as determined necessary with respect to the sale of the Series 2024 Bonds, in sufficient quantities for distribution in connection with the sale of the Series 2024 Bonds; the fees and disbursements of Bond Counsel and Disclosure Counsel; the fees and disbursements of any other accountants, attorneys, financial advisors and experts or consultants retained in connection with the issuance of the Series 2024 Bonds; the fees and disbursements of the Trustee; fees charged by the rating agencies for rating the Series 2024 Bonds; the meal, transportation, travel and lodging fees and expenses and any other customary fees and expenses of the Authority (including any member of the Board of Directors of the Authority and any official, officer or any other employee of the Authority) or any other governmental official or employees incident and ancillary to the carrying out of the transactions described in this Purchase Contract and the Official Statement; and any other expenses not specifically enumerated in Section 10(b) below incurred in connection with the issuance of the Series 2024 Bonds.

(b) The Underwriters shall pay the following expenses (which may be included as an expense component of the Underwriters' discount): (i) the fees and disbursements of Underwriters' Counsel; (ii) the cost of preparation and printing of Blue Sky and legal investment memoranda to be used by them; (iii) all advertising and marketing expenses in connection with the public offering of the Series 2024 Bonds (excluding internet roadshow expenses); (iv) any fees assessed upon the Underwriters with respect to the Series 2024 Bonds by DTC, the Municipal Securities Rulemaking Board, the Financial Industry Regulatory Authority or the California Debt and Investment Advisory Commission; (v) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure compliance review; and (vi) the CUSIP Service bureau charge for the assignment of CUSIP numbers.

Section 11. Covenants and Agreements of the Authority. No covenant or agreement contained in this Purchase Contract shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Authority nor shall such persons be liable personally under this Purchase Contract or be subject to any personal liability or accountability solely by reason of the execution of this Purchase Contract or solely by reason of the breach or attempted alleged breach hereof by the Authority.

Section 12. Notices. Any notice to be given to the Authority under this Purchase Contract may be given by delivering the same to the Los Angeles County Metropolitan Transportation Authority, One Gateway Plaza, 21st Floor, Los Angeles, California 90012 Attention: Treasurer; any such notice to be given to the Underwriters may be given by delivering the same to _____, [address], Attention: _____.

Section 13. Survival of Representations and Warranties. The representations and warranties of the Authority set forth in or made pursuant to this Purchase Contract shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Contract and regardless of any investigations or statements as to the results thereof made by or on behalf of the Underwriters and regardless of delivery of and payment for the Series 2024 Bonds. All of the Authority's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (a) any investigations made by or on behalf of the Underwriters; (b) delivery of and payment for the Series 2024 Bonds pursuant to this Purchase Contract; and (c) any termination of this Purchase Contract.

Section 14. Parties in Interest. This Purchase Contract is made solely for the benefit of the Authority and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof.

Section 15. Governing Law. This Purchase Contract shall be governed by, and construed in accordance with, the laws of the State of California.

Section 16. Counterparts and Headings. This Purchase Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The headings of the section of this Purchase Contract are inserted for convenience and shall not be deemed to be a part hereof.

Section 17. Waiver by Representative. The Representative, in its sole discretion, may waive any condition or requirement imposed upon the Authority as set forth in this Purchase Contract.

Section 18. Entire Agreement. This Purchase Contract when accepted by the Authority in writing as heretofore specified shall constitute the entire agreement between the Authority and the Underwriters with respect to the purchase of the Series 2024 Bonds.

Section 19. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereby by the Authority, and valid and binding and enforceable as of the time acceptance.

Section 20. Assignment. The rights and obligations created by this Purchase Contract shall not be subject to assignment by the Underwriters or the Authority without the prior written consent of the other party hereto.

Section 21. Severability. In the event any provision of this Purchase Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

THE UNDERWRITERS:

[REPRESENTATIVE],
as representative of itself and

_____,
_____ and

By _____
Authorized Representative

The foregoing is hereby agreed to and
accepted as of the date first above written.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By _____
Rodney Johnson
Treasurer

[Signature page to Purchase Contract]

SCHEDULE I

**SCHEDULE OF MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,
YIELDS AND PRICES AND REDEMPTION PROVISIONS**

\$ _____

**Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-A (the “Series 2024-A Bonds”)**

Maturity Schedule

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-the- Offering- Price Rule
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* At the time of the execution of this Purchase Contract and assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Contract.

c Priced to call at par on July 1, 20__.

\$ _____
Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-B (Federally Taxable) (the “Series 2024-B Bonds”)

Maturity Schedule

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price
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^c Priced to call at par on July 1, 20__.

Redemption Provisions

Optional Redemption of Series 2024-A Bonds. The Series 2024-A Bonds maturing on or before July 1, 20__ are not subject to optional redemption prior to their stated maturities. The Series 2024-A Bonds maturing on or after July 1, 20__ are subject to redemption at the option of the Authority on or after July 1, 20__, in whole or in part in Authorized Denominations at any time, from any moneys that may be provided for such purpose and at the redemption price of 100% of the principal amount of such Series 2024-A Bonds to be redeemed, plus accrued interest to the date fixed for redemption, without premium.

Optional Redemption of Series 2024-B Bonds. [TO COME]

APPENDIX A

ISSUE PRICE CERTIFICATE
(REPRESENTATIVE)

\$ _____

Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-A

The undersigned, _____ (the “Representative”), on behalf of itself and the other underwriters for the above-captioned obligations (collectively, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Series 2024-A Bonds”).

A. Issue Price

1. ***Sale of the [General Rule Maturities][Series 2024-A Bonds].***^x As of the date of this certificate, for each Maturity of the [General Rule Maturities][Series 2024-A Bonds],^x the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A attached hereto.

2. ***[Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2024-A Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Contract, the members of the Underwriting Group agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Series 2024-A Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2024-A Bonds during the Holding Period.]^y

^x Note: Use “General Rule Maturities” if there are HTOP maturities. Use “Series 2024-A Bonds” if there are no HTOP Maturities.

^y Delete if there are no HTOP Maturities.

3. ***Defined Terms.***

(a) [*General Rule Maturities* means those Maturities of the Series 2024-A Bonds listed in Schedule A hereto as to which the “10% Test” is satisfied.

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Series 2024-A Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities” (if any).

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriters sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Authority* means the Los Angeles County Metropolitan Transportation Authority.

(e) *Maturity* means Series 2024-A Bonds with the same credit and payment terms. Series 2024-A Bonds with different maturity dates, or Series 2024-A Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

(g) *Related Party.* A purchaser of any Series 2024-A Bonds is a “Related Party” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(h) [*Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2024-A Bonds. The Sale Date of the Series 2024-A Bonds is _____, 2024.]

(i) *Tax Certificate* means the Tax Certificate, dated _____, 2024, executed and delivered by the Authority in connection with the issuance of the Series 2024-A Bonds.

(j) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Authority (or with any member of the Underwriting Group to form an underwriting syndicate) to participate in the initial sale of the Series 2024-A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2024-A Bonds to the Public (including

a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024-A Bonds to the Public).

B. *Weighted Average Maturity*

Using industry-standard software, we have calculated the weighted average maturity of the Series 2024-A Bonds to be not greater than _____ years.

C. *Yield on the Bonds*

Utilizing industry-standard software to calculate the yield on the Series 2024-A Bonds, such software indicates that the lowest yield on each maturity of those Series 2024-A Bonds maturing on [DATES] (the “Callable Premium Bonds”) is achieved by treating each maturity of the Callable Premium Bonds as redeemed at its stated principal amount on [DATE]. Accordingly, using a methodology acceptable to Bond Counsel, we have calculated the yield on the Series 2024-A Bonds to be not less than _____%.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986 and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Authority with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2024-A Bonds, and by Norton Rose Fulbright US LLP, as Bond Counsel to the Authority, in connection with rendering its opinion that the interest on the Series 2024-A Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Authority from time to time relating to the Series 2024-A Bonds.

[REPRESENTATIVE],
as Representative of the Underwriting Group

By _____
Authorized Signatory

Dated: _____, 2024

SCHEDULE A

SALE PRICES

\$ _____

**Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2024-A**

Maturity Schedule

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-the- Offering- Price Rule
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* At the time of the execution of this Purchase Contract and assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Contract.

^c Priced to call at par on July 1, 20__.

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION
(To be Attached)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Certificate”) is executed and delivered by the Los Angeles County Metropolitan Transportation Authority (the “Authority”) in connection with the issuance of its (i) \$_____ Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A Bonds (the “Series 2024-A Bonds”), and (ii) \$_____ Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-B Bonds (Federally Taxable) (the “Series 2024-B Bonds,” and together with the Series 2024-A Bonds, the “Series 2024 Bonds”) pursuant to the terms of the Agreement (as defined herein). The Authority covenants and agrees as follows:

Section 1. Definitions.

“*Agreement*” means, collectively, the Trust Agreement, dated as of July 1, 1986, as amended and supplemented, by and between the Authority (as successor to the Los Angeles County Transportation Commission) and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A., as successor to BNY Western Trust Company, as successor in interest to Wells Fargo Bank, N.A., successor by merger to First Interstate Bank of California), as trustee (the “Trustee”), the Forty-First Supplemental Trust Agreement, dated as of April 1, 2024, by and between the Authority and the Trustee, and the Forty-Second Supplemental Trust Agreement, dated as of April 1, 2024, by and between the Authority and the Trustee.

“*Annual Information*” means the information specified in Section 4 hereof.

“*EMMA System*” means the MSRB’s Electronic Municipal Market Access system or any successor nationally recognized municipal securities information repositories recognized by the Securities and Exchange Commission for the purposes referred to in Rule 15c2-12.

“*Financial Obligation*” means (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

“*Holder*” means any registered owner of Series 2024 Bonds and any beneficial owner of Series 2024 Bonds within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

“*Listed Events*” means any of the events listed in Section 5 hereof.

“*MSRB*” means the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“*Official Statement*” means the Official Statement, dated _____, 2024, prepared and distributed in connection with the initial sale of the Series 2024 Bonds.

“*Rule 15c2-12*” means Rule 15c2-12, as amended through the date of this Certificate, as promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

Section 2. Purpose of the Certificate. This Certificate is being executed and delivered by the Authority pursuant to Rule 15c2-12 for the benefit of the Holders of the Series 2024 Bonds in order to assist the participating underwriters in complying with Rule 15c2-12.

Section 3. Provision of Annual Information.

(a) The Authority shall, not later than March 31 of each year (commencing March 31, 2025), provide to the MSRB through the EMMA System, in an electronic format and accompanied by identifying information all as prescribed by the MSRB, the Annual Information relating to the immediately preceding Fiscal Year that is consistent with the requirements of Section 4 hereof, which Annual Information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 hereof; provided that any audited financial statements may be submitted separately from the balance of the Annual Information and later than the date required above for the filing of the Annual Information if they are not available by that date. If the Fiscal Year for the Authority changes, the Authority shall give notice of such change in the same manner as for a Listed Event under Section 5(e) hereof.

(b) If in any year, the Authority does not provide the Annual Information to the MSRB by the time specified above, the Authority shall instead timely file a notice to the MSRB through the EMMA System stating that the Annual Information has not been timely completed and, if known, stating the date by which the Authority expects to file the Annual Information.

Section 4. Content of Annual Information. The Annual Information shall contain or incorporate by reference the following:

(a) The audited financial statements of the Authority for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as in effect from time to time and as applied to governmental units. If the Authority’s audited financial statements are not available by the time the Annual Information is required to be filed pursuant to Section 3(a) hereof, the Annual Information shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Information when they become available.

(b) Updated historical information of the type set forth in “TABLE 3—Historical Net Proposition A Sales Tax Revenues, Local Allocations and Pledged Revenues” of the Official Statement; and

(c) Updated information of the type set forth in “TABLE 8—Los Angeles County Metropolitan Transportation Authority, Combined Proposition A Debt Service Schedule First Tier Senior Lien Bonds” of the Official Statement, but only the information in the columns entitled “Total Debt Service” and in the column entitled “Combined Total Debt Service” and only to the extent the information in these columns has changed.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, that have been submitted to the MSRB through the EMMA System.

Section 5. Reporting of Listed Events.

(a) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2024 Bonds not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions with respect to the tax status of the Series 2024-A Bonds or the issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB) with respect to the Series 2024 Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes;
9. Bankruptcy, insolvency, receivership or similar event of the Authority; or

Note: For the purposes of the event identified in subparagraph (a)(9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Authority in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having

supervision or jurisdiction over substantially all of the assets or business of the Authority.

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

(b) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2024 Bonds, if material, not later than ten business days after the occurrence of the event:

1. Unless described in paragraph 5(a)(5), adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Series 2024-A Bonds or other material events affecting the tax status of the Series 2024-A Bonds;
2. Modifications to rights of the Owners of the Series 2024 Bonds;
3. Optional, unscheduled or contingent bond calls;
4. Release, substitution or sale of property securing repayment of the Series 2024 Bonds;
5. Non-payment related defaults;
6. The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
7. Appointment of a successor or additional trustee or the change of name of a trustee; or
8. Incurrence of a Financial Obligation of the Authority, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders.

(c) The Authority shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 3(a) hereof, as provided in Section 3 hereof.

(d) Whenever the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(b) hereof, the Authority shall determine if such event would be material under applicable federal securities laws.

(e) If the Authority learns of an occurrence of a Listed Event described in Section 5(a) hereof, or determines that knowledge of a Listed Event described in Section 5(b) hereof would be material under applicable federal securities laws, the Authority shall within ten business days of occurrence file a notice of such occurrence with the MSRB through the EMMA System in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsections (a)(7) or (b)(3) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2024 Bonds pursuant to the Agreement.

Section 6. Remedies. If the Authority shall fail to comply with any provision of this Certificate, then any Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding in law or in equity, this Certificate against the Authority and any of the officers, agents and employees of the Authority, and may compel the Authority or any such officers, agents or employees to perform and carry out their duties under this Certificate; provided that the sole and exclusive remedy for breach of this Certificate shall be an action to compel specific performance of the obligations of the Authority hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to Section 4 or 5 hereof may be brought only by the Holders of 25% in aggregate principal amount of the Series 2024 Bonds at the time outstanding. A failure by the Authority to comply with the provisions of this Certificate shall not constitute an Event of Default under the Agreement.

Section 7. Parties in Interest. This Certificate is executed and delivered solely for the benefit of the Holders. No other person shall have any right to enforce the provisions hereof or any other rights hereunder.

Section 8. Amendment. Without the consent of any Holders of Series 2024 Bonds, the Authority at any time and from time to time may enter into any amendments or changes to this Certificate for any of the following purposes:

- (a) to comply with or conform to any changes in Rule 15c2-12 or any authoritative interpretations thereof by the Securities and Exchange Commission or its staff (whether required or optional);
- (b) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;
- (c) to evidence the succession of another person to the Authority and the assumption by any such successor of the covenants of the Authority hereunder;
- (d) to add to the covenants of the Authority for the benefit of the Holders, or to surrender any right or power herein conferred upon the Authority; or
- (e) to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Authority, or

type of business conducted; provided that (i) the certificate, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Series 2024 Bonds, after taking into account any amendments or authoritative interpretations of the Rule, as well as any change in circumstances; and (ii) the amendment or change does not materially impair the interests of Holders, as determined either by a party unaffiliated with the Authority (such as bond counsel), or by the vote or consent of Holders of a majority in outstanding principal amount of the Series 2024 Bonds on or prior to the time of such amendment or change.

Section 9. Termination of Obligation. This Certificate shall remain in full force and effect until such time as all principal of and interest on the Series 2024 Bonds shall have been paid in full or legally defeased pursuant to the Agreement. Upon any such legal defeasance, the Authority shall provide notice of such defeasance to the EMMA System. Such notice shall state whether the Series 2024 Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

Section 10. Governing Law. THIS CERTIFICATE SHALL BE GOVERNED BY THE LAWS OF CALIFORNIA DETERMINED WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW.

IN WITNESS WHEREOF, the undersigned has executed this Continuing Disclosure Certificate this [•] day of April, 2024.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By _____
Name _____
Title _____

ESCROW AGREEMENT (2014-A)

by and between

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee and Escrow Agent

relating to:

Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2014-A

Dated [April] __, 2024

ESCROW AGREEMENT (2014-A)

THIS ESCROW AGREEMENT (2014-A), dated [April] __, 2024 (this “*Escrow Agreement*”), is made by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY** (the “*Authority*”), a county transportation commission duly organized and existing pursuant to Chapter 2, Division 12 of the California Public Utilities Code (commencing with Section 130050.2), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association organized and existing under the laws of the United States of America, formerly known as The Bank of New York Trust Company, N.A., successor to BNY Western Trust Company, as successor to Wells Fargo Bank, N.A., the successor to First Interstate Bank of California, as trustee under the hereinafter defined Agreement and Thirty-Fifth Supplemental Agreement, and as escrow agent (the “*Trustee/Escrow Agent*”).

WITNESSETH:

WHEREAS, the Authority has previously issued its Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2014-A (the “*Series 2014-A Bonds*”), pursuant to the Trust Agreement, dated as of July 1, 1986, as amended and supplemented (the “*Agreement*”), by and between the Authority and the Trustee/Escrow Agent, as trustee, and the Thirty-Fifth Supplemental Trust Agreement, dated as of December 1, 2014 (the “*Thirty-Fifth Supplemental Agreement*”), by and between the Authority and the Trustee/Escrow Agent, as trustee; and

WHEREAS, the Authority is, simultaneously with the execution of this Escrow Agreement, issuing \$ _____ aggregate principal amount of its Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A (the “*Series 2024-A Bonds*”), under the terms of the Agreement and the Forty-First Supplemental Trust Agreement, dated as of [April] 1, 2024 (the “*Forty-First Supplemental Agreement*”), by and between the Authority and the Trustee/Escrow Agent, as trustee; and

WHEREAS, the Series 2024-A Bonds are being issued to, among other things, current refund and defease the Series 2014-A Bonds set forth in Exhibit A attached hereto (the “*Refunded Bonds*”);

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Creation of Escrow Fund. There is hereby created and established with the Trustee/Escrow Agent a special and irrevocable escrow fund designated “Los Angeles County Metropolitan Transportation Authority, Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2014-A Escrow Fund” (herein referred to as the “*Escrow Fund*”) to be held in the custody of the Trustee/Escrow Agent in trust under this Escrow Agreement for the benefit of the owners of the Refunded Bonds. Except as otherwise provided in Section 5 hereof, the Authority shall have no interest in the funds held in the Escrow Fund.

Section 2. Deposit to the Escrow Fund.

(a) Concurrently with the execution and delivery of this Escrow Agreement, the Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, deposit the sum of \$_____ to be derived from the proceeds of the sale of the Series 2024-A Bonds (which the Authority shall transfer or caused to be transferred to the Trustee/Escrow Agent on _____, 2024) to the Escrow Fund.

(b) The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, on or before _____, 2024, transfer or cause to be transferred (i) \$_____ from the Series 2014-A Bond Principal Subaccount of the Bond Principal Account of the Debt Service Fund (as established and maintained pursuant to the Agreement and the Thirty-Fifth Supplemental Agreement) and (ii) \$_____ from the Series 2014-A Bond Interest Subaccount of the Bond Interest Account of the Debt Service Fund (as established and maintained pursuant to the Agreement and the Thirty-Fifth Supplemental Agreement).

(c) The Trustee/Escrow Agent hereby acknowledges receipt of \$_____ as described in clauses (a) and (b) above, and that such amounts were deposited in the Escrow Fund.

(d) The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, on _____, 2024, use \$_____ on deposit in the Escrow Fund to purchase the securities described in Schedule I attached hereto (the “**Initial Government Securities**”), and shall retain \$_____ in the Escrow Fund as a beginning cash balance.

Section 3. Investment of the Escrow Fund. The Trustee/Escrow Agent shall purchase the Initial Government Securities as provided in Section 2 hereof and shall hold such Initial Government Securities, the beginning cash balance and any earnings received thereon and any reinvestment thereof created by this Escrow Agreement and disburse such amounts as provided herein. The Trustee/Escrow Agent shall collect amounts due and shall sell or otherwise redeem or liquidate investments in the Escrow Fund as needed to make the payments and transfers required by this Escrow Agreement and may substitute different Government Securities, as defined and subject to the terms and limitations of Section 7 hereof, for the Initial Government Securities but otherwise shall have no power or duty to sell, transfer, request the redemption of or otherwise dispose of the Initial Government Securities.

Section 4. Creation of Lien on Escrow Fund. The deposit of the moneys, the Initial Government Securities and any other Government Securities in the Escrow Fund shall constitute an irrevocable deposit in trust for the benefit of the holders of the Refunded Bonds. The holders of the Refunded Bonds are hereby granted an express lien on the Escrow Fund and all moneys and investments from time to time held therein for the payment of amounts described in Section 5 hereof.

Section 5. Use of Escrow Fund. The Trustee/Escrow Agent shall withdraw the amount described in Schedule II attached hereto on the date set forth in Schedule II from the Escrow Fund and use such amount in its capacity as trustee for the Refunded Bonds to pay the

principal of and interest on the Refunded Bonds as directed pursuant to the Agreement and the Thirty-Fifth Supplemental Agreement.

The Trustee/Escrow Agent shall retain all unclaimed moneys, together with interest thereon, in the Escrow Fund and shall invest such unclaimed moneys as directed in writing by an Authorized Authority Representative (as defined in the Agreement). At such time as the Authority delivers to the Trustee/Escrow Agent written notice that no additional amounts from the Escrow Fund will be needed to pay or redeem the Refunded Bonds, or on _____, 2024, whichever occurs first, the Trustee/Escrow Agent shall transfer all amounts then remaining in the Escrow Fund to the Series 2024-A Bond Interest Subaccount, established under the Fortieth Supplemental Agreement, to be used to pay interest on the Series 2024-A Bonds. At such time as no amounts remain in the Escrow Fund, such fund shall be closed.

Section 6. Notices of Redemption and Defeasance of the Refunded Bonds. By the execution of this Escrow Agreement and delivery hereof to the Trustee/Escrow Agent, the Authority hereby delivers notice to the Trustee/Escrow Agent pursuant to the Agreement and the Thirty-Fifth Supplemental Agreement that the Authority wishes to redeem the Refunded Bonds maturing on July 1, 20__ through July 1, 20__ (both dates inclusive) (collectively, the “*Redeemed Bonds*”) on _____, 2024 in accordance with the provisions of Section 2.04 of the Thirty-Fifth Supplemental Agreement. The Trustee/Escrow Agent hereby waives any right to receive any other notices that it may be entitled to from the Authority under the Agreement and the Thirty-Fifth Supplemental Agreement with respect to the redemption of the Redeemed Bonds. The Authority hereby directs the Trustee/Escrow Agent to give or cause to be given, and the Trustee/Escrow Agent agrees to give or cause to be given, notice of the redemption of the Redeemed Bonds (a form such notice being attached hereto as Exhibit B) at least 20 days but not more than 60 days prior to _____, 2024 in such manner as provided in the Agreement and the Thirty-Fifth Supplemental Agreement to the owners of the Redeemed Bonds.

Additionally, the Authority hereby directs the Trustee/Escrow Agent to give or cause to be given on the date hereof, and the Trustee/Escrow Agent agrees to give or cause to be given on the date hereof, notice of the defeasance of the Refunded Bonds (a form of such notice being attached hereto as Exhibit C). Such notice of defeasance shall be mailed (or delivered via such other approved delivery method, including via electronically) to The Depository Trust Company.

Section 7. Reinvestment; Substitution of Government Securities. EXCEPT AS SPECIFICALLY PROVIDED BELOW, THE TRUSTEE/ESCROW AGENT MAY NOT SELL, TRANSFER, REQUEST THE REDEMPTION OF OR OTHERWISE DISPOSE OF THE INITIAL GOVERNMENT SECURITIES.

Interest income and other amounts received by the Trustee/Escrow Agent as payments on the Initial Government Securities held in the Escrow Fund shall be held as part of the Escrow Fund to be used for the purposes set forth in Section 5 hereof and may be invested by the Trustee/Escrow Agent at the written direction of the Authority; provided that (a) such amounts may only be invested in Government Securities as defined in this Section 7; and (b) such investments shall have maturities which do not extend beyond the dates on which the moneys so invested will be needed to make payments required by Section 5 hereof.

Upon the fulfillment of the conditions set forth in this Section 7, the Trustee/Escrow Agent at the written direction of the Authority may sell, liquidate or otherwise dispose of some or all of the Initial Government Securities then held as an investment of the Escrow Fund and reinvest the proceeds thereof, together with other moneys held in the Escrow Fund in different Government Securities; provided that no such substitution shall occur unless the Authority shall first deliver to the Trustee/Escrow Agent, (a) an opinion by an independent certified public accountant that, after such reinvestment or substitution, the principal amount of the Government Securities then held in the Escrow Fund, together with the interest thereon and other available moneys therein, will be sufficient to pay the principal of and interest on the Refunded Bonds on the dates and in the amounts as required pursuant to this Escrow Agreement and the Thirty-Fifth Supplemental Agreement; and (b) an opinion of nationally recognized bond counsel to the effect that such sale, liquidation or other disposition and substitution of different Government Securities is permitted under this Escrow Agreement, the Agreement and the Thirty-Fifth Supplemental Agreement, and will not have any adverse effect with respect to the exemption of the interest on the Series 2019-A Bonds or the Refunded Bonds from income taxation under the Internal Revenue Code of 1986, as amended.

“Government Securities,” as used in this Escrow Agreement, means only noncallable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the full faith and credit of, the United States of America, and which are limited to U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series—**”SLGS”** and any stripped interest on the principal portion of such U.S. Treasury Certificates, Notes and Bonds).

If the Escrow Agent learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a SLGS subscription that is to be submitted pursuant to this Escrow Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the Authority with respect to escrowed funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold funds uninvested and without liability for interest until receipt of further written instructions from the Authority. In the absence of investment instructions from the Authority, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the Authority’s selection of an alternative investment as a determination of the alternative investment’s legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

Section 8. Liability of Trustee/Escrow Agent.

(a) The Trustee/Escrow Agent shall not under any circumstance be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Trustee/Escrow Agent shall have no lien whatsoever on the Escrow Fund or moneys on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Trustee/Escrow Agent under this Escrow Agreement or otherwise.

(b) The Trustee/Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of any moneys deposited into the Escrow Fund or the Initial Government Securities or any Government Securities purchased at the direction of the Authority to pay the principal of and interest on the Refunded Bonds.

(c) The Authority agrees that if for any reason the investments and moneys and other funds available to pay principal of and interest on the Refunded Bonds are insufficient therefor, the Authority shall continue to be liable for payment therefor in accordance with the terms of the Agreement and the Thirty-Fifth Supplemental Agreement.

(d) No provision of this Escrow Agreement shall require the Trustee/Escrow Agent to expend or risk its own funds.

(e) The Trustee/Escrow Agent may consult with bond counsel to the Authority or with such other counsel of its own choice subject to reasonable approval by the Authority (which may but need not be counsel to the Authority) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(f) Whenever in the administration of this Escrow Agreement the Trustee/Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or not taking any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Trustee/Escrow Agent, be deemed to be conclusively proved and established by a certificate of an Authorized Authority Representative, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Trustee/Escrow Agent, be full warrant to the Trustee/Escrow Agent for any action taken or not taken by it under the provisions of this Escrow Agreement in reliance thereon. Except with respect to any future reinvestment or substitution of Government Securities as may be directed by the Authority as set forth in Section 7 hereof, the Trustee/Escrow Agent hereby represents that, as of the date hereof, it does not need any further certificate or direction from any other party in order to carry out the terms of this Escrow Agreement.

(g) The Trustee/Escrow Agent may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, and shall be protected and indemnified as set forth in Section 12 hereof, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Trustee/Escrow Agent signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(h) The Trustee/Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Trustee/Escrow Agent be liable for any special, indirect or consequential damages.

(i) The Trustee/Escrow Agent shall not be responsible for any of the recitals or representations contained herein.

(j) The Trustee/Escrow Agent's rights to indemnification hereunder shall survive its resignation or removal and the termination of this Escrow Agreement.

(k) The Trustee/Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(l) The Trustee/Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("**Instructions**") given pursuant to this Escrow Agreement and delivered using Electronic Means ("**Electronic Means**" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee/Escrow Agent, or another method or system specified by the Trustee/Escrow Agent as available for use in connection with its services hereunder.); provided, however, that the Authority shall provide to the Trustee/Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("**Authorized Officers**") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority, whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee/Escrow Agent Instructions using Electronic Means and the Trustee/Escrow Agent in its discretion elects to act upon such Instructions, the Trustee/Escrow Agent's understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee/Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Trustee/Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee/Escrow Agent have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee/Escrow Agent and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee/Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee/Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee/Escrow Agent, including without limitation the risk of the Trustee/Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee/Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs

and circumstances; and (iv) to notify the Trustee/Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

(m) The Trustee/Escrow Agent shall incur no liability for losses arising from any investment made pursuant to this Escrow Agreement.

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

Section 9. Successor Trustee/Escrow Agent. Any corporation into which the Trustee/Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Trustee/Escrow Agent shall be a party or any corporation succeeding to the corporate trust business of the Trustee/Escrow Agent, shall be the successor Trustee/Escrow Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 10. Termination. This Escrow Agreement shall terminate when all transfers and payments required to be made by the Trustee/Escrow Agent under the provisions hereof shall have been made. Any deficiency in the amounts required to be paid hereunder shall be paid by the Authority. The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, distribute any moneys remaining in the Escrow Fund at the time of such termination to the Series 2024-A Bond Interest Subaccount, established under the Forty-First Supplemental Agreement.

Section 11. Tax-Exempt Nature of Interest on the Refunded Bonds. The Authority covenants and agrees for the benefit of the holders of the Refunded Bonds that it will not direct or permit anything or act to be done in such manner as would cause interest on the Refunded Bonds to be included in the gross income of the recipients thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended, nor will it use any of the proceeds received from the sale of the Series 2024-A Bonds, directly or indirectly, in any manner which would result in the Series 2024-A Bonds being classified as “arbitrage bonds” within the meaning of the Code.

Section 12. Compensation and Indemnity of Trustee/Escrow Agent. For acting under this Escrow Agreement, the Trustee/Escrow Agent shall be entitled to payment of fees of \$[500.00] for its services, including, without limitation, reasonable compensation for all services rendered in the execution, exercise and performance of any of the duties of the Trustee/Escrow Agent to be exercised or performed pursuant to the provisions of this Escrow Agreement, and all reasonable expenses, disbursements and advances incurred in accordance with any provisions of this Escrow Agreement (including the reasonable compensation and expenses and disbursements of independent counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder and out-of-pocket expenses including, but not

limited to, postage, insurance, wires, stationery, costs of printing forms and letters and publication of notices of redemption); however, such amount shall never be payable from or become a lien upon the Escrow Fund, which fund shall be held solely for the purposes and subject to the liens set forth in Sections 4 and 5, respectively, hereof. To the extent permitted by law, the Authority agrees to indemnify and hold the Trustee/Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all costs, expenses (including reasonable attorneys' fees of counsel reasonably acceptable to the Authority), losses and damages suffered by it as a result thereof, including the costs and expenses of defending against any such claims, suits or actions, where and to the extent such claim, suit or action arises out of the performance by the Trustee/Escrow Agent of its duties under this Escrow Agreement; *provided, however*, that such indemnification shall not extend to claims, suits and actions brought against the Trustee/Escrow Agent which result in a judgment being entered, settlement being reached or other disposition made based upon the Trustee/Escrow Agent's negligence or willful misconduct. The indemnification provided for in this Escrow Agreement shall never be payable from or become a lien upon the Escrow Fund, which Escrow Fund shall be held solely for the purpose and subject to the liens set forth in Sections 4 and 5, respectively, hereof. The obligations of the Authority under this Section 12 shall remain in effect and continue notwithstanding the termination of this Escrow Agreement and the resignation or the removal of the Trustee/Escrow Agent.

Section 13. Third-Party Beneficiaries and Amendments. The owners of the Refunded Bonds are hereby recognized as third-party beneficiaries of this Escrow Agreement to the extent of their interests in the Escrow Fund as set forth in Sections 4 and 5 hereof.

Section 14. Replacement and Resignation of Trustee/Escrow Agent. The Authority may remove the Trustee/Escrow Agent and/or the Trustee/Escrow Agent may resign pursuant to the provisions of Section 9.09 of the Agreement and the applicable provisions of the Thirty-Fifth Supplemental Agreement.

Section 15. Severability. If any one or more of the provisions of this Escrow Agreement should be determined by a court of competent jurisdiction to be contrary to law, such provision shall be deemed and construed to be severable from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 16. Successors and Assigns. All of the covenants and agreements in this Escrow Agreement contained by or on behalf of the Authority or the Trustee/Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 17. Governing Law. This Escrow Agreement shall be governed by the applicable laws of the State of California.

Section 18. Headings. Any headings preceding the text of the several Sections hereof, and any table of content appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Escrow Agreement, nor shall they affect its meaning, construction or effect.

Section 19. Amendments. The Authority and the Trustee/Escrow Agent shall not modify this Escrow Agreement without the consent of all of the owners of the Refunded Bonds affected by such modification which have not been paid in full.

Section 20. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By _____
Treasurer

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Trustee and Escrow Agent

By _____
Authorized Officer

[Signature page to Escrow Agreement (2014-A)]

EXHIBIT A
REFUNDED BONDS

Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2014-A

Maturity Date (July 1)	Principal to be Paid or Redeemed	Redemption Price	Payment Date/ Redemption Date	CUSIP Number
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EXHIBIT B

FORM OF REDEMPTION NOTICE

Notice of Redemption of

**Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2014-A**

Redemption Date: _____, 2024

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Article III of the Trust Agreement, dated as of July 1, 1986, as amended and supplemented (the “Agreement”) by and between the Los Angeles County Transportation Commission (the “Commission”), the predecessor to the Los Angeles County Metropolitan Transportation Authority (the “Authority”), and The Bank of New York Mellon Trust Company, N.A., as successor in interest to First Interstate Bank of California, as trustee (the “Trustee”), and pursuant to Section 2.04 of the Thirty-Fifth Supplemental Trust Agreement, dated as of December 1, 2014 (the “Thirty-Fifth Supplemental Agreement,” and together with the Agreement, the “Trust Agreement”), by and between the Authority and the Trustee, all of the outstanding Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2014-A maturing between July 1, 20__ and July 1, 20__ (both dates inclusive) (the “Bonds”), shall be redeemed on _____, 2024 (the “Redemption Date”) at a redemption price of 100% of the principal amount thereof (the “Redemption Price”), plus accrued interest thereon. The Bonds were originally issued on December 18, 2014. The Bonds selected for full redemption are as follows:

<u>CUSIP Number¹</u>	<u>Maturity Date (July 1)</u>	<u>Principal Amount to be Redeemed</u>	<u>Interest Rate</u>	<u>Redemption Price</u>
				100%
				100
				100
				100
				100
				100
				100

¹ CUSIP numbers are provided only for the convenience of the reader. Neither the Authority nor the Trustee undertake any responsibility for the accuracy of such CUSIP numbers or for any changes or errors in the list of CUSIP numbers.

From and after the Redemption Date, interest on the Bonds shall cease to accrue. For all purposes of the Trust Agreement, the Bonds called for redemption in accordance with the foregoing will be deemed to be no longer outstanding from and after the Redemption Date and no longer secured by or entitled to any lien, benefit or security under the Trust Agreement except for purposes of payment from certain moneys

and investments held by the Trustee under the Escrow Agreement entered into with respect to the refunding of the Bonds.

Bonds called for redemption must be surrendered for payment by hand or by mail at the following locations:

BY HAND OR OVERNIGHT BY MAIL

The Bank of New York
Corporate Trust Operations
111 Sanders Creek Parkway
East Syracuse, NY 13057

BY MAIL

The Bank of New York
Corporate Trust Operations
P.O. Box 396
111 Sanders Creek Parkway
East Syracuse, NY 13057

For Bonds surrendered by mail, the use of registered or certified mail is suggested.

No representation is made as to the correctness of the CUSIP number either as printed on any Bond or as contained herein and any error in the CUSIP number shall not affect the validity of the proceedings for redemption of the Bonds.

IMPORTANT NOTICE: ALL HOLDERS SUBMITTING THEIR BONDS MUST ALSO SUBMIT A FORM W-9. FAILURE TO PROVIDE A COMPLETED FORM W-9 MAY RESULT IN A TWENTY-EIGHT PERCENT (28%) BACK UP WITHHOLDING PURSUANT TO THE ECONOMIC GROWTH AND TAX RELIEF RECONCILIATION ACT OF 2001 AND BROKER REPORTING REQUIREMENTS. THE FORM W-9 MAY BE OBTAINED FROM THE INTERNAL REVENUE SERVICE.

By: The Bank of New York Mellon Trust Company, N.A., as Trustee

Dated: _____, 2024

EXHIBIT C

FORM OF DEFEASANCE NOTICE

NOTICE OF DEFEASANCE

RELATING TO:

Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2014-A

Notice is hereby given to the holders of the below listed Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2014-A (the “Defeased Series 2014-A Bonds”) that: (i) such Defeased Series 2014-A Bonds have been defeased; (ii) there has been deposited with The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “Escrow Agent”), moneys and investment securities as permitted by the Trust Agreement, dated as of July 1, 1986, as amended (the “Trust Agreement”), by and between the Los Angeles County Metropolitan Transportation Authority (the “Authority”), as successor to the Los Angeles County Transportation Commission, and The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A., as successor in interest to BNY Western Trust Company, as successor in interest to Wells Fargo Bank, N.A., the successor to First Interstate Bank of California, as trustee (the “Trustee”), and the Thirty-Fifth Supplemental Trust Agreement, dated as of December 1, 2014 (the “Thirty-Fifth Supplemental Agreement”), by and between the Authority and the Trustee, the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, will be sufficient (as evidenced by a verification report prepared by an independent certified public accountant and delivered to the Authority and the Trustee) and available on _____, 2024 to (1) pay the principal of and interest on the Defeased Series 2014-A Bonds maturing on July 1, 2024, and (2) redeem on _____, 2024 the Defeased Series 2014-A Bonds maturing on and after July 1, 2025 at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon, and (iii) the Defeased Series 2014-A Bonds are deemed paid for purposes of the Trust Agreement and the Thirty-Fifth Supplemental Agreement. The Defeased Series 2014-A Bonds consist of the following bonds:

CUSIP Number¹	Maturity Date (July 1)	Principal Amount to be Paid or Redeemed
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¹ CUSIP numbers are provided only for the convenience of the reader. Neither the Authority nor the Trustee undertake any responsibility for the accuracy of such CUSIP numbers or for any changes or errors in the list of CUSIP numbers

At least 20 days, but not more than 60 days, prior to _____, 2024, in accordance with the terms of the Trust Agreement and the Thirty-Fifth Supplemental Agreement, the Trustee will mail, or cause to be mailed, a redemption notice for the Defeased Series 2014-A Bonds maturing on and after July 1, 20__ that they will be redeemed on _____, 2024.

Dated this __th day of _____, 2024.

**Los Angeles County Metropolitan Transportation
Authority**

**The Bank of New York Mellon Trust Company, N.A.,
as Trustee**

SCHEDULE I
INITIAL GOVERNMENT SECURITIES

<u>Maturity Date</u>	<u>Type</u>	<u>Coupon</u>	<u>Yield</u>	<u>Price</u>	<u>Par Amount</u>	<u>Total Cost¹</u>	<u>CUSIP No.</u>
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¹ Includes accrued interest.

Uninvested cash: \$ _____

SCHEDULE II

PAYMENT REQUIREMENT FOR REFUNDED BONDS

<u>Payment/Redemption Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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ESCROW AGREEMENT (2015-A)

by and between

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee and Escrow Agent

relating to:

Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2015-A

Dated [April] __, 2024

ESCROW AGREEMENT (2015-A)

THIS ESCROW AGREEMENT (2015-A), dated [April] __, 2024 (this “*Escrow Agreement*”), is made by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY** (the “*Authority*”), a county transportation commission duly organized and existing pursuant to Chapter 2, Division 12 of the California Public Utilities Code (commencing with Section 130050.2), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association organized and existing under the laws of the United States of America, formerly known as The Bank of New York Trust Company, N.A., successor to BNY Western Trust Company, as successor to Wells Fargo Bank, N.A., the successor to First Interstate Bank of California, as trustee under the hereinafter defined Agreement and Thirty-Sixth Supplemental Agreement, and as escrow agent (the “*Trustee/Escrow Agent*”).

WITNESSETH:

WHEREAS, the Authority has previously issued its Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2015-A (the “*Series 2015-A Bonds*”), pursuant to the Trust Agreement, dated as of July 1, 1986, as amended and supplemented (the “*Agreement*”), by and between the Authority and the Trustee/Escrow Agent, as trustee, and the Thirty-Sixth Supplemental Trust Agreement, dated as of April 1, 2015 (the “*Thirty-Sixth Supplemental Agreement*”), by and between the Authority and the Trustee/Escrow Agent, as trustee; and

WHEREAS, the Authority is, simultaneously with the execution of this Escrow Agreement, issuing \$ _____ aggregate principal amount of its Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2024-A (the “*Series 2024-A Bonds*”), under the terms of the Agreement and the Forty-First Supplemental Trust Agreement, dated as of [April] 1, 2024 (the “*Forty-First Supplemental Agreement*”), by and between the Authority and the Trustee/Escrow Agent, as trustee; and

WHEREAS, the Series 2024-A Bonds are being issued to, among other things, current refund and defease the Series 2015-A Bonds set forth in Exhibit A attached hereto (the “*Refunded Bonds*”);

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Creation of Escrow Fund. There is hereby created and established with the Trustee/Escrow Agent a special and irrevocable escrow fund designated “Los Angeles County Metropolitan Transportation Authority, Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2015-A Escrow Fund” (herein referred to as the “*Escrow Fund*”) to be held in the custody of the Trustee/Escrow Agent in trust under this Escrow Agreement for the benefit of the owners of the Refunded Bonds. Except as otherwise provided in Section 5 hereof, the Authority shall have no interest in the funds held in the Escrow Fund.

Section 2. Deposit to the Escrow Fund.

(a) Concurrently with the execution and delivery of this Escrow Agreement, the Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, deposit the sum of \$_____ to be derived from the proceeds of the sale of the Series 2024-A Bonds (which the Authority shall transfer or caused to be transferred to the Trustee/Escrow Agent on _____, 2024) to the Escrow Fund.

(b) The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, on or before _____, 2024, transfer or cause to be transferred (i) \$_____ from the Series 2015-A Bond Principal Subaccount of the Bond Principal Account of the Debt Service Fund (as established and maintained pursuant to the Agreement and the Thirty-Sixth Supplemental Agreement) and (ii) \$_____ from the Series 2015-A Bond Interest Subaccount of the Bond Interest Account of the Debt Service Fund (as established and maintained pursuant to the Agreement and the Thirty-Sixth Supplemental Agreement).

(c) The Trustee/Escrow Agent hereby acknowledges receipt of \$_____ as described in clauses (a) and (b) above, and that such amounts were deposited in the Escrow Fund.

(d) The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, on _____, 2024, use \$_____ on deposit in the Escrow Fund to purchase the securities described in Schedule I attached hereto (the “**Initial Government Securities**”), and shall retain \$_____ in the Escrow Fund as a beginning cash balance.

Section 3. Investment of the Escrow Fund. The Trustee/Escrow Agent shall purchase the Initial Government Securities as provided in Section 2 hereof and shall hold such Initial Government Securities, the beginning cash balance and any earnings received thereon and any reinvestment thereof created by this Escrow Agreement and disburse such amounts as provided herein. The Trustee/Escrow Agent shall collect amounts due and shall sell or otherwise redeem or liquidate investments in the Escrow Fund as needed to make the payments and transfers required by this Escrow Agreement and may substitute different Government Securities, as defined and subject to the terms and limitations of Section 7 hereof, for the Initial Government Securities but otherwise shall have no power or duty to sell, transfer, request the redemption of or otherwise dispose of the Initial Government Securities.

Section 4. Creation of Lien on Escrow Fund. The deposit of the moneys, the Initial Government Securities and any other Government Securities in the Escrow Fund shall constitute an irrevocable deposit in trust for the benefit of the holders of the Refunded Bonds. The holders of the Refunded Bonds are hereby granted an express lien on the Escrow Fund and all moneys and investments from time to time held therein for the payment of amounts described in Section 5 hereof.

Section 5. Use of Escrow Fund. The Trustee/Escrow Agent shall withdraw the amount described in Schedule II attached hereto on the date set forth in Schedule II from the Escrow Fund and use such amount in its capacity as trustee for the Refunded Bonds to pay the

principal of and interest on the Refunded Bonds as directed pursuant to the Agreement and the Thirty-Sixth Supplemental Agreement.

The Trustee/Escrow Agent shall retain all unclaimed moneys, together with interest thereon, in the Escrow Fund and shall invest such unclaimed moneys as directed in writing by an Authorized Authority Representative (as defined in the Agreement). At such time as the Authority delivers to the Trustee/Escrow Agent written notice that no additional amounts from the Escrow Fund will be needed to pay or redeem the Refunded Bonds, or on _____, 2024, whichever occurs first, the Trustee/Escrow Agent shall transfer all amounts then remaining in the Escrow Fund to the Series 2024-A Bond Interest Subaccount, established under the Fortieth Supplemental Agreement, to be used to pay interest on the Series 2024-A Bonds. At such time as no amounts remain in the Escrow Fund, such fund shall be closed.

Section 6. Notices of Redemption and Defeasance of the Refunded Bonds. By the execution of this Escrow Agreement and delivery hereof to the Trustee/Escrow Agent, the Authority hereby delivers notice to the Trustee/Escrow Agent pursuant to the Agreement and the Thirty-Sixth Supplemental Agreement that the Authority wishes to redeem the Refunded Bonds maturing on July 1, 20__ through July 1, 20__ (both dates inclusive) (collectively, the “*Redeemed Bonds*”) on _____, 2024 in accordance with the provisions of Section 2.04 of the Thirty-Sixth Supplemental Agreement. The Trustee/Escrow Agent hereby waives any right to receive any other notices that it may be entitled to from the Authority under the Agreement and the Thirty-Sixth Supplemental Agreement with respect to the redemption of the Redeemed Bonds. The Authority hereby directs the Trustee/Escrow Agent to give or cause to be given, and the Trustee/Escrow Agent agrees to give or cause to be given, notice of the redemption of the Redeemed Bonds (a form such notice being attached hereto as Exhibit B) at least 20 days but not more than 60 days prior to _____, 2024 in such manner as provided in the Agreement and the Thirty-Sixth Supplemental Agreement to the owners of the Redeemed Bonds.

Additionally, the Authority hereby directs the Trustee/Escrow Agent to give or cause to be given on the date hereof, and the Trustee/Escrow Agent agrees to give or cause to be given on the date hereof, notice of the defeasance of the Refunded Bonds (a form of such notice being attached hereto as Exhibit C). Such notice of defeasance shall be mailed (or delivered via such other approved delivery method, including via electronically) to The Depository Trust Company.

Section 7. Reinvestment; Substitution of Government Securities. EXCEPT AS SPECIFICALLY PROVIDED BELOW, THE TRUSTEE/ESCROW AGENT MAY NOT SELL, TRANSFER, REQUEST THE REDEMPTION OF OR OTHERWISE DISPOSE OF THE INITIAL GOVERNMENT SECURITIES.

Interest income and other amounts received by the Trustee/Escrow Agent as payments on the Initial Government Securities held in the Escrow Fund shall be held as part of the Escrow Fund to be used for the purposes set forth in Section 5 hereof and may be invested by the Trustee/Escrow Agent at the written direction of the Authority; provided that (a) such amounts may only be invested in Government Securities as defined in this Section 7; and (b) such investments shall have maturities which do not extend beyond the dates on which the moneys so invested will be needed to make payments required by Section 5 hereof.

Upon the fulfillment of the conditions set forth in this Section 7, the Trustee/Escrow Agent at the written direction of the Authority may sell, liquidate or otherwise dispose of some or all of the Initial Government Securities then held as an investment of the Escrow Fund and reinvest the proceeds thereof, together with other moneys held in the Escrow Fund in different Government Securities; provided that no such substitution shall occur unless the Authority shall first deliver to the Trustee/Escrow Agent, (a) an opinion by an independent certified public accountant that, after such reinvestment or substitution, the principal amount of the Government Securities then held in the Escrow Fund, together with the interest thereon and other available moneys therein, will be sufficient to pay the principal of and interest on the Refunded Bonds on the dates and in the amounts as required pursuant to this Escrow Agreement and the Thirty-Sixth Supplemental Agreement; and (b) an opinion of nationally recognized bond counsel to the effect that such sale, liquidation or other disposition and substitution of different Government Securities is permitted under this Escrow Agreement, the Agreement and the Thirty-Sixth Supplemental Agreement, and will not have any adverse effect with respect to the exemption of the interest on the Series 2019-A Bonds or the Refunded Bonds from income taxation under the Internal Revenue Code of 1986, as amended.

“Government Securities,” as used in this Escrow Agreement, means only noncallable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the full faith and credit of, the United States of America, and which are limited to U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series—**”SLGS”** and any stripped interest on the principal portion of such U.S. Treasury Certificates, Notes and Bonds).

If the Escrow Agent learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a SLGS subscription that is to be submitted pursuant to this Escrow Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the Authority with respect to escrowed funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold funds uninvested and without liability for interest until receipt of further written instructions from the Authority. In the absence of investment instructions from the Authority, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the Authority’s selection of an alternative investment as a determination of the alternative investment’s legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

Section 8. Liability of Trustee/Escrow Agent.

(a) The Trustee/Escrow Agent shall not under any circumstance be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Trustee/Escrow Agent shall have no lien whatsoever on the Escrow Fund or moneys on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Trustee/Escrow Agent under this Escrow Agreement or otherwise.

(b) The Trustee/Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of any moneys deposited into the Escrow Fund or the Initial Government Securities or any Government Securities purchased at the direction of the Authority to pay the principal of and interest on the Refunded Bonds.

(c) The Authority agrees that if for any reason the investments and moneys and other funds available to pay principal of and interest on the Refunded Bonds are insufficient therefor, the Authority shall continue to be liable for payment therefor in accordance with the terms of the Agreement and the Thirty-Sixth Supplemental Agreement.

(d) No provision of this Escrow Agreement shall require the Trustee/Escrow Agent to expend or risk its own funds.

(e) The Trustee/Escrow Agent may consult with bond counsel to the Authority or with such other counsel of its own choice subject to reasonable approval by the Authority (which may but need not be counsel to the Authority) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(f) Whenever in the administration of this Escrow Agreement the Trustee/Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or not taking any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Trustee/Escrow Agent, be deemed to be conclusively proved and established by a certificate of an Authorized Authority Representative, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Trustee/Escrow Agent, be full warrant to the Trustee/Escrow Agent for any action taken or not taken by it under the provisions of this Escrow Agreement in reliance thereon. Except with respect to any future reinvestment or substitution of Government Securities as may be directed by the Authority as set forth in Section 7 hereof, the Trustee/Escrow Agent hereby represents that, as of the date hereof, it does not need any further certificate or direction from any other party in order to carry out the terms of this Escrow Agreement.

(g) The Trustee/Escrow Agent may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, and shall be protected and indemnified as set forth in Section 12 hereof, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Trustee/Escrow Agent signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(h) The Trustee/Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Trustee/Escrow Agent be liable for any special, indirect or consequential damages.

(i) The Trustee/Escrow Agent shall not be responsible for any of the recitals or representations contained herein.

(j) The Trustee/Escrow Agent's rights to indemnification hereunder shall survive its resignation or removal and the termination of this Escrow Agreement.

(k) The Trustee/Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(l) The Trustee/Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("**Instructions**") given pursuant to this Escrow Agreement and delivered using Electronic Means ("**Electronic Means**" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee/Escrow Agent, or another method or system specified by the Trustee/Escrow Agent as available for use in connection with its services hereunder.); provided, however, that the Authority shall provide to the Trustee/Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("**Authorized Officers**") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority, whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee/Escrow Agent Instructions using Electronic Means and the Trustee/Escrow Agent in its discretion elects to act upon such Instructions, the Trustee/Escrow Agent's understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee/Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Trustee/Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee/Escrow Agent have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee/Escrow Agent and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee/Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee/Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee/Escrow Agent, including without limitation the risk of the Trustee/Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee/Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs

and circumstances; and (iv) to notify the Trustee/Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

(m) The Trustee/Escrow Agent shall incur no liability for losses arising from any investment made pursuant to this Escrow Agreement.

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

Section 9. Successor Trustee/Escrow Agent. Any corporation into which the Trustee/Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Trustee/Escrow Agent shall be a party or any corporation succeeding to the corporate trust business of the Trustee/Escrow Agent, shall be the successor Trustee/Escrow Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 10. Termination. This Escrow Agreement shall terminate when all transfers and payments required to be made by the Trustee/Escrow Agent under the provisions hereof shall have been made. Any deficiency in the amounts required to be paid hereunder shall be paid by the Authority. The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, distribute any moneys remaining in the Escrow Fund at the time of such termination to the Series 2024-A Bond Interest Subaccount, established under the Forty-First Supplemental Agreement.

Section 11. Tax-Exempt Nature of Interest on the Refunded Bonds. The Authority covenants and agrees for the benefit of the holders of the Refunded Bonds that it will not direct or permit anything or act to be done in such manner as would cause interest on the Refunded Bonds to be included in the gross income of the recipients thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended, nor will it use any of the proceeds received from the sale of the Series 2024-A Bonds, directly or indirectly, in any manner which would result in the Series 2024-A Bonds being classified as “arbitrage bonds” within the meaning of the Code.

Section 12. Compensation and Indemnity of Trustee/Escrow Agent. For acting under this Escrow Agreement, the Trustee/Escrow Agent shall be entitled to payment of fees of \$[500.00] for its services, including, without limitation, reasonable compensation for all services rendered in the execution, exercise and performance of any of the duties of the Trustee/Escrow Agent to be exercised or performed pursuant to the provisions of this Escrow Agreement, and all reasonable expenses, disbursements and advances incurred in accordance with any provisions of this Escrow Agreement (including the reasonable compensation and expenses and disbursements of independent counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder and out-of-pocket expenses including, but not

limited to, postage, insurance, wires, stationery, costs of printing forms and letters and publication of notices of redemption); however, such amount shall never be payable from or become a lien upon the Escrow Fund, which fund shall be held solely for the purposes and subject to the liens set forth in Sections 4 and 5, respectively, hereof. To the extent permitted by law, the Authority agrees to indemnify and hold the Trustee/Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all costs, expenses (including reasonable attorneys' fees of counsel reasonably acceptable to the Authority), losses and damages suffered by it as a result thereof, including the costs and expenses of defending against any such claims, suits or actions, where and to the extent such claim, suit or action arises out of the performance by the Trustee/Escrow Agent of its duties under this Escrow Agreement; *provided, however*, that such indemnification shall not extend to claims, suits and actions brought against the Trustee/Escrow Agent which result in a judgment being entered, settlement being reached or other disposition made based upon the Trustee/Escrow Agent's negligence or willful misconduct. The indemnification provided for in this Escrow Agreement shall never be payable from or become a lien upon the Escrow Fund, which Escrow Fund shall be held solely for the purpose and subject to the liens set forth in Sections 4 and 5, respectively, hereof. The obligations of the Authority under this Section 12 shall remain in effect and continue notwithstanding the termination of this Escrow Agreement and the resignation or the removal of the Trustee/Escrow Agent.

Section 13. Third-Party Beneficiaries and Amendments. The owners of the Refunded Bonds are hereby recognized as third-party beneficiaries of this Escrow Agreement to the extent of their interests in the Escrow Fund as set forth in Sections 4 and 5 hereof.

Section 14. Replacement and Resignation of Trustee/Escrow Agent. The Authority may remove the Trustee/Escrow Agent and/or the Trustee/Escrow Agent may resign pursuant to the provisions of Section 9.09 of the Agreement and the applicable provisions of the Thirty-Sixth Supplemental Agreement.

Section 15. Severability. If any one or more of the provisions of this Escrow Agreement should be determined by a court of competent jurisdiction to be contrary to law, such provision shall be deemed and construed to be severable from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 16. Successors and Assigns. All of the covenants and agreements in this Escrow Agreement contained by or on behalf of the Authority or the Trustee/Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 17. Governing Law. This Escrow Agreement shall be governed by the applicable laws of the State of California.

Section 18. Headings. Any headings preceding the text of the several Sections hereof, and any table of content appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Escrow Agreement, nor shall they affect its meaning, construction or effect.

Section 19. Amendments. The Authority and the Trustee/Escrow Agent shall not modify this Escrow Agreement without the consent of all of the owners of the Refunded Bonds affected by such modification which have not been paid in full.

Section 20. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By _____
Treasurer

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Trustee and Escrow Agent

By _____
Authorized Officer

[Signature page to Escrow Agreement (2015-A)]

EXHIBIT A

REFUNDED BONDS

**Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2015-A**

Maturity Date (July 1)	Principal to be Paid or Redeemed	Redemption Price	Payment Date/ Redemption Date	CUSIP Number
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EXHIBIT B

FORM OF REDEMPTION NOTICE

Notice of Redemption of

**Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2015-A**

Redemption Date: _____, 2024

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Article III of the Trust Agreement, dated as of July 1, 1986, as amended and supplemented (the “Agreement”) by and between the Los Angeles County Transportation Commission (the “Commission”), the predecessor to the Los Angeles County Metropolitan Transportation Authority (the “Authority”), and The Bank of New York Mellon Trust Company, N.A., as successor in interest to First Interstate Bank of California, as trustee (the “Trustee”), and pursuant to Section 2.04 of the Thirty-Sixth Supplemental Trust Agreement, dated as of April 1, 2015 (the “Thirty-Sixth Supplemental Agreement,” and together with the Agreement, the “Trust Agreement”), by and between the Authority and the Trustee, all of the outstanding Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2015-A maturing between July 1, 20__ and July 1, 20__ (both dates inclusive) (the “Bonds”), shall be redeemed on _____, 2024 (the “Redemption Date”) at a redemption price of 100% of the principal amount thereof (the “Redemption Price”), plus accrued interest thereon. The Bonds were originally issued on May 7, 2015. The Bonds selected for full redemption are as follows:

<u>CUSIP Number¹</u>	<u>Maturity Date (July 1)</u>	<u>Principal Amount to be Redeemed</u>	<u>Interest Rate</u>	<u>Redemption Price</u>
				100%
				100
				100
				100
				100
				100
				100

¹ CUSIP numbers are provided only for the convenience of the reader. Neither the Authority nor the Trustee undertake any responsibility for the accuracy of such CUSIP numbers or for any changes or errors in the list of CUSIP numbers.

From and after the Redemption Date, interest on the Bonds shall cease to accrue. For all purposes of the Trust Agreement, the Bonds called for redemption in accordance with the foregoing will be deemed to be no longer outstanding from and after the Redemption Date and no longer secured by or entitled to any lien, benefit or security under the Trust Agreement except for purposes of payment from certain moneys

and investments held by the Trustee under the Escrow Agreement entered into with respect to the refunding of the Bonds.

Bonds called for redemption must be surrendered for payment by hand or by mail at the following locations:

BY HAND OR OVERNIGHT BY MAIL

The Bank of New York
Corporate Trust Operations
111 Sanders Creek Parkway
East Syracuse, NY 13057

BY MAIL

The Bank of New York
Corporate Trust Operations
P.O. Box 396
111 Sanders Creek Parkway
East Syracuse, NY 13057

For Bonds surrendered by mail, the use of registered or certified mail is suggested.

No representation is made as to the correctness of the CUSIP number either as printed on any Bond or as contained herein and any error in the CUSIP number shall not affect the validity of the proceedings for redemption of the Bonds.

IMPORTANT NOTICE: ALL HOLDERS SUBMITTING THEIR BONDS MUST ALSO SUBMIT A FORM W-9. FAILURE TO PROVIDE A COMPLETED FORM W-9 MAY RESULT IN A TWENTY-EIGHT PERCENT (28%) BACK UP WITHHOLDING PURSUANT TO THE ECONOMIC GROWTH AND TAX RELIEF RECONCILIATION ACT OF 2001 AND BROKER REPORTING REQUIREMENTS. THE FORM W-9 MAY BE OBTAINED FROM THE INTERNAL REVENUE SERVICE.

By: The Bank of New York Mellon Trust Company, N.A., as Trustee

Dated: _____, 2024

EXHIBIT C

FORM OF DEFEASANCE NOTICE

NOTICE OF DEFEASANCE

RELATING TO:

Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds
Series 2015-A

Notice is hereby given to the holders of the below listed Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2015-A (the “Defeased Series 2015-A Bonds”) that: (i) such Defeased Series 2015-A Bonds have been defeased; (ii) there has been deposited with The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “Escrow Agent”), moneys and investment securities as permitted by the Trust Agreement, dated as of July 1, 1986, as amended (the “Trust Agreement”), by and between the Los Angeles County Metropolitan Transportation Authority (the “Authority”), as successor to the Los Angeles County Transportation Commission, and The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A., as successor in interest to BNY Western Trust Company, as successor in interest to Wells Fargo Bank, N.A., the successor to First Interstate Bank of California, as trustee (the “Trustee”), and the Thirty-Sixth Supplemental Trust Agreement, dated as of April 1, 2015 (the “Thirty-Sixth Supplemental Agreement”), by and between the Authority and the Trustee, the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, will be sufficient (as evidenced by a verification report prepared by an independent certified public accountant and delivered to the Authority and the Trustee) and available on _____, 2024 to (1) pay the principal of and interest on the Defeased Series 2015-A Bonds maturing on July 1, 2024, and (2) redeem on _____, 2024 the Defeased Series 2015-A Bonds maturing on and after July 1, 2025 at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon, and (iii) the Defeased Series 2015-A Bonds are deemed paid for purposes of the Trust Agreement and the Thirty-Sixth Supplemental Agreement. The Defeased Series 2015-A Bonds consist of the following bonds:

CUSIP Number¹	Maturity Date (July 1)	Principal Amount to be Paid or Redeemed
-------------------------------------	-----------------------------------	--

¹ CUSIP numbers are provided only for the convenience of the reader. Neither the Authority nor the Trustee undertake any responsibility for the accuracy of such CUSIP numbers or for any changes or errors in the list of CUSIP numbers

At least 20 days, but not more than 60 days, prior to _____, 2024, in accordance with the terms of the Trust Agreement and the Thirty-Sixth Supplemental Agreement, the Trustee will mail, or cause to be mailed, a redemption notice for the Defeased Series 2015-A Bonds maturing on and after July 1, 20__ that they will be redeemed on _____, 2024.

Dated this ___th day of _____, 2024.

**Los Angeles County Metropolitan Transportation
Authority**

**The Bank of New York Mellon Trust Company, N.A.,
as Trustee**

SCHEDULE I
INITIAL GOVERNMENT SECURITIES

<u>Maturity Date</u>	<u>Type</u>	<u>Coupon</u>	<u>Yield</u>	<u>Price</u>	<u>Par Amount</u>	<u>Total Cost¹</u>	<u>CUSIP No.</u>
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¹ Includes accrued interest.

Uninvested cash: \$ _____

SCHEDULE II

PAYMENT REQUIREMENT FOR REFUNDED BONDS

<u>Payment/Redemption Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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Item #7
File # 2023-0740

Proposition A

Refunding Bonds

Finance, Budget and Audit Committee
February 14, 2024



Proposition A Refunding Bonds

Proposition A Refunding Bond Summary

Purpose of Bonds:

1. To refund the Proposition A Series 2014-A and Proposition A Series 2015-A on their upcoming call date of July 1, 2024
2. To refinance outstanding variable rate taxable and tax-exempt commercial paper

Mode and Structure:

- Bonds will be sold to investors on a negotiated basis through underwriters selected from the previously approved underwriter bench
- Bonds will be issued at a fixed rate with maturities ranging from 2025-2042

Proposition A Refunding Bonds

Summary of Estimated Refunding Results

<u>Proposition A 2024 Refunding Bonds</u>	
Average Annual Debt Service	\$12,788,773.17
Total Debt Service	\$233,075,391.03
Annual Maturities	2025-2042
All-In True Interest Cost	3.29%
NPV Savings(\$)	\$9,111,182.31
NPV Savings(%)	4.59%

Proposition A Refunding Bonds

Recommendation:

- A. Adopt a resolution authorizing the negotiated sale of up to \$230 million of Proposition A Bonds

Next Steps:

- Obtain credit ratings on the Bonds
- Complete legal documentation and initiate the pre-marketing effort
- Negotiate the sale of the Bonds with the underwriters

Proposition A Refunding Bonds

Discussion



Board Report

File #: 2023-0770, File Type: Contract

Agenda Number: 10.

PLANNING AND PROGRAMMING COMMITTEE
FEBRUARY 14, 2024

SUBJECT: UNION STATION PARKING MANAGEMENT SERVICES

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. AWARD firm fixed price Contract No. PS109969000 to Metro Auto Parks for Union Station Parking Management Services in the amount of \$9,889,702 for a five-year base period, with two, one-year options in the amounts of \$2,295,428 and \$2,426,518, respectively, for a total amount of \$14,611,648, effective April 1, 2024, subject to resolution of any properly submitted protest(s), if any, and;
- B. EXECUTE individual contract modifications within the Board approved contract modification authority.

ISSUE

Union Station and Gateway Plaza (USG) have over 2,700 parking spaces across two garages and five surface parking lots. The current parking management services contract at USG is subcontracted by Union Station’s property management company (Property Management). To allow Metro to manage USG parking facilities directly, the parking management services contract must be updated and restructured, and a new parking management services contract must be procured.

BACKGROUND

The original parking management services contracts for USG were executed in 2010. In 2012, the current Property Management company inherited the contracts when they were selected as property managers. Union Station East (Gateway Garage) had a 1-year term remaining, while Union Station West was terminable with a 30-day notice on a month-to-month basis. The USG parking facilities are still being operated on a subcontracting basis after the expiration of these terms.

Metro Parking Management began overseeing parking management at USG in July 2022, allowing greater focus on strategic and innovative parking solutions. Facilities Maintenance from Metro Operations has assumed the maintenance and capital projects of the USG parking facilities as part of

their property management oversight.

DISCUSSION

New Parking Management Oversight at USG

Commuter parking is an essential component of USG's role as a multimodal transportation hub. With the new proposed contract, USG parking will implement parking strategies, as described in Metro's Supportive Transit Parking Program Master Plan (STPP), to Metro's park-and-ride facilities, applying consistency among the agency's parking facilities. The USG parking management contract will prioritize commuter parking while continuing to manage public parking demand at USG.

The updated parking management contract will also allow newly developed parking programs and technology solutions, such as mobile phone payments, special event rate management, and transit ridership verification, to be implemented for upcoming high-profile events such as the FIFA World Cup, and also for other frequent events like Dodger games (to support the Dodger Express shuttle services) and other events held at Union Station. Technology solutions will enhance USG egress by providing a streamlined parking experience. The new bicycle parking program will also be integrated into the comprehensive parking strategy at USG.

Revenue Generating Contractual Structure

The new parking management for USG will be under a revenue generating contractual structure. All expenses will be offset by the gross revenue collected by the contractor and Metro will receive net revenue. The new contractual structure will take effect with the award of this contract, consistent with all the park-and-ride facilities managed by Metro Parking Management. Expenses will be further controlled based on net revenue collection to ensure cash flow.

EQUITY PLATFORM

The award of this contract will allow Parking Management to implement equitable solutions by prioritizing affordable parking for transit users at USG. Innovative technology and pricing will make it possible to distinguish between transit parking, general parking, and event parking. This differentiation will allow parking supply and capacity to be managed efficiently, catering to the needs of transit users and all commuters.

Furthermore, Metro staff anticipates a future discounted parking fee structure, based on LIFE TAP card eligibility. Staff will work with Marketing and Community Relations for outreach regarding any approved rate change.

The Diversity and Economic Opportunity (DEOD) did not establish a Small Business Enterprise (SBE)/Disabled Veteran Business Enterprise (DVBE) goal for this solicitation as the funding for this contract comes from the contract. However, pursuant to Metro's small business program, if the Contractor utilizes the services of subcontractors, the Contractor is expected to afford maximum opportunities to small businesses in all subcontracting and supply services areas. The Contractor made a 2.35% SBE commitment.

DETERMINATION OF SAFETY IMPACT

The contractors and subcontractors must complete the Metro Safety Training and Indoor Air Quality Training before working at any Metro station. Moreover, the new parking contractor will provide more safety and disable parking oversight. The contract will not impact safety since it will operate within the existing infrastructure.

FINANCIAL IMPACT

This contract is a revenue generating contract where the contractor's operating costs will be deducted from the parking revenue collected. Metro will receive the net revenue amount collected. No budget expense amendment is required.

Impact to Budget

Union Station parking currently generates approximately \$2,000,000 in net revenue per fiscal year, with anticipated potential growth of 3% to 5% each year through year seven of the contract. This revenue is managed under Project# 308001 "Parking Program". All net revenue will be paid to Metro monthly into account 40719 "Parking Revenue Union Station". There will be no impact on any local, state, or federal funds.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Implementing the Metro new parking management contract at USG will support:

- a. Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. The contract introduces new technology for payment options, which will reduce patrons' travel time by spending less time paying for parking.
- b. Goal 2: Deliver outstanding trip experiences for all users of the transportation system. Enhancing parking operations and providing well-maintained parking facilities improves the patrons' experience of transit trips.

ALTERNATIVES CONSIDERED

The Board has the option not to authorize the award of parking management services for Union Station. This is not advisable. If the Board chooses not to authorize the contract award, the Property Management will continue as the parking operator contract administrator.

Additionally, if Property Management is to continue as the contract administrator, USG parking management operations will not be programmatically aligned with the other Metro parking facilities. Metro staff directly managing the parking operator contract will provide consistency countywide under Metro's parking management program.

NEXT STEPS

Upon approval by the Board, staff will execute Contract No. PS109969000 with Metro Auto Parks for Union Station parking management services. The transition to the new parking management services contractor will proceed in the fourth quarter of FY24.

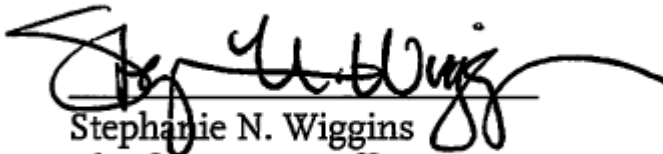
ATTACHMENTS

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: Stacie Endler, Senior Manager, Transportation Planning, (213) 547-4209
Shannon Hamelin, Senior. Director, Transportation Planning, (213) 547-4210
Frank Ching, Deputy Executive Officer, (213) 922-3033 Avital Barnea,
Senior Executive Officer, (213) 547-4317
Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051

Reviewed by: Ray Sosa, Chief Planning Officer, (213) 547-4274



Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

UNION STATION PARKING MANAGEMENT SERVICES/PS109969000

1.	Contract Number: PS109969000	
2.	Recommended Vendor: Metro Auto Parks	
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: September 26, 2023	
	B. Advertised/Publicized: September 26, 2023	
	C. Pre-Proposal Conference: October 3, 2023	
	D. Proposals Due: November 6, 2023	
	E. Pre-Qualification Completed: January 18, 2024	
	F. Ethics Declaration Forms submitted to Ethics: November 8, 2023	
	G. Protest Period End Date: February 20, 2024	
5.	Solicitations Picked up/Downloaded: 29	Bids/Proposals Received: 6
6.	Contract Administrator: Yamil Ramirez Roman	Telephone Number: (213) 922-1064
7.	Project Manager: Stacie Endler	Telephone Number: (213) 547-4209

A. Procurement Background

This Board Action is to approve Contract No. PS109969000 issued in support of Parking Management Services at Union Station. Board approval of contract award is subject to resolution of any properly submitted protest(s), if any.

The Request for Proposals (RFP) was issued in accordance with Metro’s Acquisition Policy and the contract type is a firm fixed price. The Diversity & Economic Opportunity Department did not recommend an SBE/DVBE participation goal for this procurement as it is a revenue generating procurement and does not utilize local, state, and/or federal funding.

Three (3) amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on October 10, 2023, extended the proposal due date;
- Amendment No. 2, issued on October 20, 2023 updated the Submittal Requirements to include suggested staffing and provided an updated Pricing Schedule;
- Amendment No. 3, issued on October 27, 2023, extended the proposal due date.

A total of 29 firms downloaded the RFP and were included in the plan holders list. A virtual pre-proposal meeting was held on October 3, 2023, and was attended by 13 participants representing 8 companies. There were 88 questions asked and responses were released prior to the proposal due date.

A total of 6 proposals were received on November 6, 2023 from the following firms listed below in alphabetical order:

1. ABM Parking Services
2. Everpark, Inc.
3. LAZ Parking California
4. Metro Auto Parks
5. Parking Company of America
6. SP Plus Corporation

B. Evaluation of Proposals

A Proposal Evaluation Team (PET) consisting of staff from Metro's Parking Management, Countywide Planning & Development, and the Office of the CEO Departments was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and weights:

- | | |
|--|-----|
| • Operating Methodology/Work Plan | 42% |
| • Quality of Proposal | 6% |
| • Qualifications of Team and Key Personnel | 32% |
| • Cost Proposal | 20% |

Several factors were considered when developing these weights, giving the greatest importance to the operating methodology and work plan.

During the period of November 9, 2023 to November 28, 2023, the PET independently evaluated and scored the technical proposals. Three proposals were determined to be outside of the competitive range and were not included for further consideration as their proposals were not clear in addressing the requirements.

The PET determined that oral presentations were not needed and on November 30, 2023, Metro Auto Parks was determined to be the highest ranked proposer.

Qualifications Summary of Firms within the Competitive Range:

Metro Auto Parks

Metro Auto Parks (MAP) is part of the L&R Group of Companies which includes Joe's Auto Parks, WallyPark, and Metro Auto Parks. MAP has over 60 years of relevant experience in the parking industry.

MAP's proposal provided a detailed description of their parking operations, collections, and control of revenues. The proposal specifically described in detail how the company will manage different types of revenue and mobile application usage.

MAP's proposal demonstrated their integration capabilities with the ridership verification systems which determine and verify those patrons utilizing public transit. Their proposal was tailored to the specific needs of Metro's Union Station Parking facilities.

SP Plus Corporation

SP Plus Corporation (SP+) has over 94 years of relevant experience providing services such as parking enforcement of on street and off-street parking, management of parking lots and structures, and municipal parking operations.

SP+'s proposal demonstrated clear methods for general management and procedures for collection and control of revenue. The proposal also detailed the ease of integration of their systems with Metro's vendors through an open API platform.

However, the proposal did not include a proposed schedule for the work to be performed nor did it thoroughly explain how their subcontractors and proposed personnel will support them in achieving the goals of this contract.

ABM Parking Services

ABM Parking Services (ABM) has over 50 years of relevant experience providing parking services nationwide, with approximately 700 locations in Southern California.

ABM's proposal provided a detailed plan for parking management, specifically recommendations for East and West parking structures of Metro's Union Station. The proposal also provided detailed information regarding revenue collections and maintenance of equipment.

Nonetheless, ABM's proposal did not demonstrate the company's plan during emergencies or provide information on how it would manage the required 24-hour, 7

days per week coverage. The proposal also did not mention how ABM would integrate their systems with Metro's TAP Card program,

A summary of the PET scores is provided below:

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	Metro Auto Parks				
3	Operating Methodology/Work Plan	85.83	42.00%	36.05	
4	Quality of Proposal	83.33	6.00%	5.00	
5	Quality of Team and Key Personnel	85.34	32.00%	27.31	
6	Cost Proposal	68.10	20.00%	13.62	
7	Total		100.00%	81.98	1
8	SP Plus Corporation				
9	Operating Methodology/Work Plan	80.00	42.00%	33.60	
10	Quality of Proposal	85.00	6.00%	5.10	
11	Quality of Team and Key Personnel	76.66	32.00%	24.53	
12	Cost Proposal	76.70	20.00%	15.34	
13	Total		100.00%	78.57	2
14	ABM Parking Services				
15	Operating Methodology/Work Plan	72.50	42.00%	30.45	
16	Quality of Proposal	75.00	6.00%	4.50	
17	Quality of Team and Key Personnel	75.34	32.00%	24.11	
18	Cost Proposal	84.65	20.00%	16.93	
19	Total		100.00%	75.99	3

C. Cost Analysis

The recommended amount has been determined to be fair and reasonable based upon an independent cost estimate (ICE), technical analysis, and cost analysis. The variance between the ICE and recommended amount is due to an underestimation of some costs such as taxes and credit card fees in Metro's ICE. These are pass through costs that will be paid based on actuals. Other factors include the addition of an armored truck service for deposits, and a mobile pay option, which were also not considered in the ICE. However due to potential impact on safety to staff, and convenience to customers, both were determined to be acceptable.

	Proposer Name	Proposal Amount	Metro ICE	Recommended Amount
1.	Metro Auto Parks	\$14,611,648	\$13,424,634	\$14,611,648
2.	SP Plus Corporation	\$12,971,918		
3	AMB Parking Services	\$11,752,679		

D. Background on Recommended Contractor

The recommended firm, Metro Auto Parks, located in Los Angeles, CA, has been in business for over 60 years and is a leader in the Parking Management Services industry. The firm currently manages Metro’s parking lots outside of Union Station as well as other public agencies such as the City of Inglewood.

The proposed team is comprised of staff from Metro Auto Parks and one subcontractor. The prime and subcontractor provide balanced knowledge and experience in parking management and revenue services.

DEOD SUMMARY

UNION STATION PARKING / CONTRACT NO. PS109969

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) did not establish a Small Business Enterprise (SBE) / Disabled Veteran Business Enterprise (DVBE) goal for this solicitation. This is a revenue generating procurement and does not utilize local, state, and/or federal funding. Although an SBE and DVBE goal was not established for this solicitation, Metro encouraged Proposers to outreach to and utilize SBE and DVBE firms. Metro Auto Parks, LLC made a 2.35% SBE commitment listing one (1) SBE subcontractor to perform on this contract.

Small Business Goal	0% SBE	Small Business Commitment	2.35% SBE
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	SBE Subcontractors	% Committed
1.	Cole Ticket Solution	2.35%
	Total Commitment	2.35%

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) is applicable to this contract/modification. Metro staff will monitor and enforce the policy guidelines to ensure that applicable workers are paid at minimum, the current Living Wage rate of \$24.73 per hour (\$18.78 base + \$5.95 health benefits), including yearly increases. The increase may be up to 3% of the total wage, annually. In addition, contractors will be responsible for submitting the required reports for the Living Wage and Service Contract Worker Retention Policy and other related documentation to staff to determine overall compliance with the policy.

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

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



Union Station Parking Management Services

Planning and Programming Committee

February 14, 2024

Board Item 2023-0770



Metro

Approve Recommendation

- Award firm fixed price Contract No. PS109969000 to Metro Auto Parks for Union Station Parking Management Services in the amount of \$9,889,702 for a five-year base period, with two one-year options in the amounts of \$2,295,428 and \$2,426,518, respectively, for a total amount of \$14,611,648, effective April 1, 2024, subject to resolution of any properly submitted protest(s), if any, and;
- Execute individual contract modifications with the Board approved contract modification authority.



Metro

Parking Management

- Metro's Parking Management oversight of Union Station Parking began in 2022
 - Greater focus on strategic and innovative parking programs
 - Prioritize commuter parking and continue to manage public parking demand
 - Parking tech solutions for events like LA28, FIFA World Cup, and Dodger games

Equity Platform

- Will use innovative technology and pricing to distinguish between transit parking, general parking, and event parking.
- Equitable solutions implemented by prioritizing affordable parking for transit users at USG.



Metro®



Thank you



Metro®



Board Report

File #: 2023-0743, **File Type:** Project

Agenda Number: 12.

**PLANNING AND PROGRAMMING COMMITTEE
FEBRUARY 14, 2024**

SUBJECT: LOS ANGELES AERIAL RAPID TRANSIT ENVIRONMENTAL IMPACT REPORT

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

- A. APPROVING the Los Angeles Aerial Rapid Transit Project (“Project”) with Design Option A pursuant to Public Utilities Code (PUC) section 130252;
- B. CERTIFYING, in accordance with the California Environmental Quality Act (CEQA), the Final Environmental Impact Report (EIR) if the Board concludes that it satisfies the requirements of CEQA and reflects the Board’s independent judgment following CEQA Guidelines section 15090;
- C. ADOPTING, in accordance with CEQA, the:
 - 1. Findings of Fact and Statement of Overriding Considerations setting forth the reasons and benefits of adopting the Final EIR with full knowledge that significant impacts may remain (Attachment A); and
 - 2. Mitigation Monitoring and Reporting Program (Attachment B);
- D. AUTHORIZING the Chief Executive Officer to file a Notice of Determination (Attachment C) with the Los Angeles County Clerk and the State of California Clearinghouse.

ISSUE

Metro is the agency required by the Public Utilities Code to review for approval all plans proposed for public mass transit projects, including fixed guideway projects, in Los Angeles County. Approval of such projects allows Metro to perform its statutory duty to coordinate the efficient operation of public transportation services within the County.

The Project Sponsor, LA Aerial Rapid Transit Technologies LLC (LA ARTT), is proposing the Project,

which would connect Los Angeles Union Station (LAUS) to the Dodger Stadium property via a zero-emission, aerial gondola transit system along Alameda Street. The Project is a public mass transit guideway project, as it would operate at regular, scheduled operating hours and will be open to the general public, and is a fixed guideway. Therefore, Metro is the CEQA Lead Agency for this privately funded Project.

The Final EIR (inclusive of appendices and errata to the Final EIR) is located at <https://www.metro.net/projects/aerial-rapid-transit/> and has completed all necessary steps to be considered for certification by the Board in accordance with CEQA. Metro's approval at this point does not constitute final approval of the project nor does it supersede or eliminate the need for subsequent approvals required by the City of Los Angeles, State Parks Commission, Caltrans, or Metro to construct and operate the proposed Gondola Project.

BACKGROUND

The Project originated from the submission of an Unsolicited Proposal by Aerial Rapid Transit Technology LLC (ARTT) in April 2018 to fund/finance, design, construct, operate, and maintain the Project. The proposal included Metro as the CEQA Lead Agency.

Lead agency, as defined under CEQA, is the public agency that has the principal responsibility for carrying out or approving a project that may have a significant effect on the environment. After evaluating the Project under the unsolicited proposal process, and given the PUC language, Metro determined that there was sufficient merit to move forward with a Memorandum of Agreement (MOA) with ARTT for the Project and to assume the roles as the Lead Agency.

The MOA between Metro and ARTT was executed in April 2019 and outlined responsibilities for preparing environmental documents, including Metro acting as the CEQA Lead Agency, ARTT fully reimbursing Metro for all staff and consultant time, and that no Metro funds would be used for the Project. Cities and counties are the CEQA lead agencies for private real estate developments, but this is the first time Metro has been a CEQA lead agency for a private transit developer. As CEQA lead agency it is Metro's responsibility to ensure the transparency, adequacy, and objectivity of the Draft and Final EIR, such that the EIR reflects Metro's independent judgment.

The Notice of Preparation (NOP) was released on October 1, 2020, and concluded on November 16, 2020. Project information was made available to the public online through a virtual "open house" accessible throughout the public review period, and an online virtual scoping meeting held on October 22, 2020.

Metro released the Draft Environmental Impact Report for the Project on October 17, 2022, for a 60-day public review period ending on December 16, 2022. There were several requests to extend the public review period. Therefore, on November 15, 2022, Metro extended the public review period an additional 30 days for a 90-day public review period ending on January 17, 2023.

The Project Sponsor, LA ARTT was originally a subsidiary of ARTT. Under the terms of the MOA, ARTT may assign its rights and obligations under the MOA with Metro's written consent. ARTT proposed to donate LA ARTT and the Project to Zero Emissions Transit ("ZET"), a nonprofit and supporting organization to Climate Resolve, a California nonprofit public benefit corporation. ZET's

purposes include promoting and supporting zero-emissions transportation initiatives and other efforts to reduce greenhouse gas emissions in the transportation sector and to mitigate and adapt to changes in weather and climate. ARTT's proposed donation included ARTT's continued support of the Project with financial support and expertise, including maintaining its commitment to both reimburse Metro in its role and its funding for the EIR and other public agency approvals. ARTT will also continue to support and facilitate coordination with the Los Angeles Dodgers on ticketing and data sharing among the Project, Metro, and the Dodgers. After Metro completed its due diligence, Metro, ARTT, and ZET entered into an Assignment and Assumption Agreement, effective September 1, 2023, in which Metro consented to the assignment of ARTT's right and interest to ZET.

Metro released the Final EIR for the Project on December 4, 2023, making the document available on Metro's webpage and the Project's SB 44 website. Hard copies of the Final EIR, with flash drives of the appendices to the Final EIR, are also available at the Central Library, Chinatown Branch Library, Cypress Park Branch Library, and Metros' Dorothy Peyton Brey Library.

After further engagement with stakeholders subsequent to the Final EIR release, Metro prepared errata for the Final EIR. The errata did not alter the EIR's analysis or determinations.

DISCUSSION

California Environmental Quality Act (CEQA)

Metro, as the Lead Agency, in consultation with Responsible Agencies the California Department of Transportation (Caltrans), the California Department of Parks and Recreation (State Parks), the California Division of Occupational Safety and Health (Cal/OSHA), and the City of Los Angeles (the City) prepared the EIR in accordance with the requirements of the CEQA statute and guidelines, as amended (Public Resources Code, Section 21000-21178 and California Code of Regulations Title 14, Chapter 3 Section 15000-15387). The EIR is intended to assist Metro and the Responsible Agencies in making decisions regarding the approval of the Project.

Project Analyzed Under the EIR

The Project proposes to connect LAUS to Dodger Stadium property and the Elysian Park area via an aerial gondola system. The Project would also include an intermediate station at the southernmost entrance of the Los Angeles State Historic Park. The Project would provide an aerial rapid transit option for visitors to Dodger Stadium, while also providing additional access to the Dodger Stadium property, and the surrounding communities, including Chinatown, Mission Junction, Elysian Park, Solano Canyon, and the Los Angeles State Historic Park, from the regional transit system accessible at LAUS.

The aerial gondola system would traverse approximately 1.2 miles and consist of cables, three passenger stations, a non-passenger junction, towers, and gondola cabins. When complete, the Project would have a maximum capacity of approximately 5,000 people per hour per direction, and the travel time from LAUS to Dodger Stadium would be approximately seven minutes.

The Project would provide pedestrian improvements, including hardscape and landscape improvements, as well as amenities at the Los Angeles State Historic Park. The Project system has the ability to overcome grade and elevation issues between LAUS and Dodger Stadium and provide safe, zero-emission, environmentally friendly, and high-capacity transit connectivity in the Project area that would reduce GHG emissions as a result of reduced vehicular congestion in and around Dodger Stadium and on neighborhood streets, arterial roadways, and freeways. The Project would operate daily to serve existing residents, workers, park users, and visitors to Los Angeles.

Additional detail as to the Project Description is included in Attachment D, Project Description.

Project Objectives

By Section 15124(b) of the CEQA Guidelines, the following objectives were identified in the EIR:

- Expand mobility options for transit riders through a direct connection between LAUS and Dodger Stadium, a regional event center.
- Attract new transit riders to the Metro system through the unique experience of an aerial transit system connecting to Dodger Stadium.
- Improve the Dodger Stadium visitor experience by providing efficient, high-capacity, and faster alternative access to Dodger Stadium.
- Enhance the safety of neighborhoods adjacent to Dodger Stadium by reducing the number of vehicles in the area.
- Reduce transportation-related pollution and greenhouse gas (GHG) emissions as a result of reduced vehicular congestion in and around Dodger Stadium, on neighborhood streets, arterial roadways, and freeways during game and special event days.
- Increase connectivity of people to the region's public transportation hub at LAUS and the Dodger Stadium property.
- Improve transit rider experience by providing unique scenic views of the Los Angeles area to aerial rapid transit passengers and Dodger fans.
- Bring a world-class aerial transit system to the Los Angeles area.
- Enhance community connectivity by providing first/last mile transit and pedestrian access to areas that have historically been underserved, including the Los Angeles State Historic Park and Elysian Park.
- Identify comparable, affordable, and accessible fare opportunities for community and Los Angeles State Historic Park and Elysian Park access.
- Minimize the Project's environmental footprint through the integration of sustainability and environmentally friendly design features into the materials, construction, operation, and maintenance of the proposed Project.
- Provide a sustainable form of transit by operating the ART system with the use of zero-emission electricity with battery storage backup to reduce GHG emissions and improve air quality.
- Maximize the Project's alignment along the public right-of-way and publicly owned property and minimize aerial rights over private properties, considering existing and future adjacent land uses.

Notice of Preparation, Scoping Meeting, and AB52 Consultation

In accordance with CEQA Guidelines Section 15082, a Notice of Preparation (NOP) was prepared and distributed to notify agencies, organizations, and individuals that Metro planned to prepare a Draft EIR and to request input on the environmental analysis to be performed. The 45-day comment period began on October 1, 2020, and concluded on November 16, 2020 (46 days).

Project information was made available to the public online through two primary means: 1) a virtual “open house” website; and 2) an online virtual scoping meeting. The virtual open house was accessible to reviewing parties and the public throughout the 46-day public review period on Metro’s project website. The NOP and Project fact sheet were posted on the virtual open house website and were provided in English, Spanish, and Chinese (Simplified). The virtual scoping meeting was held on October 22, 2020, with interpretation provided in English, Spanish, and Cantonese, and project materials provided in English, Spanish, and Chinese (Simplified). It included an overview of the Project, an overview of the CEQA process, and the Project timeline for environmental review. The public was also able to submit questions and comments during the online V meeting. Recordings of the scoping meeting in English, Spanish, and Cantonese, were posted on the Metro website.

A total of 305 comments, composed of 8 agency comments, 20 organization comments, 226 individual comments, and 51 comments during the online virtual scoping meeting, were received in response to the NOP. In addition, an estimated 741 individuals visited the virtual open house, and 75 individuals attended the online virtual scoping meeting. The NOP and the public comments received during the scoping period are included in Appendix A of the Draft EIR. The input received during the NOP period resulted in alterations to the Project. For example, there were initially two options offered for the Project alignment in the NOP. In response to State Park and Chinatown stakeholders, the alignment intermediate Chinatown/State Park Station near the southernmost entrance to the Los Angeles State Historic Park was the one selected to be studied in the Draft EIR. In addition to this significant modification, the Project stations were also redesigned to address public response to the initial design, by reducing the size by 26% and updating the architecture to better reflect the neighboring communities.

As part of the CEQA process, Assembly Bill 52 (2014) requires lead agencies to follow certain procedures to consult with Native American tribes that are traditionally and culturally affiliated with the area of a project to identify and address potential adverse impacts on tribal cultural resources. Under AB 52, staff initiated the tribal consultation process in September 2020 and continued through September 2021. Metro received a response from the Gabrielino Tongva Indians of California Tribal Council, Fernandño Tataviam Band of Mission Indians, and the Kizh Nation. Consultations were held as requested via meetings and correspondence in November and December 2020, and April 2021. Metro completed the consultation process with the preparation of responses to comments on the Draft EIR.

Draft EIR Analysis

Below is a list of some of the key determinations that were included in the Draft EIR analysis:

- *No Impacts.* The Draft EIR found that the Project would result in no impacts on Mineral Resources.
- *Impacts Considered Less than Significant.* The Draft EIR found that the Project would result in less than significant impacts with no mitigation required for Aesthetics, Agriculture and Forestry Resources, Air Quality, Energy, Greenhouse Gas Emissions, Hydrology and Water Quality, Noise (Operational), Population and Housing, Parks and Recreational Facilities, and Wildfire.
- *Impacts Considered Less than Significant with Mitigation Measures Incorporated.* The Draft EIR found that impacts to Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Land Use and Planning, Public Services, Transportation, Tribal Cultural Resources, and Utilities and Service Systems would be less than significant with mitigation measures incorporated.
- *Impacts Considered Significant and Unavoidable.* Based on the analysis contained in Section 3.0, Environmental Setting, Impacts, and Mitigation, of the Draft EIR, the Project would result in significant and unavoidable impacts concerning Noise and Vibration:
 - Construction Noise - Project-level and cumulative noise impacts to noise-sensitive receptors from on-site construction activities.
 - Construction Vibration - Project-level and cumulative human annoyance vibration impacts to adjacent sensitive receptors.

The Project would result in significant and unavoidable noise and vibration impacts only during the construction phase of the Project (anticipated to be two years), not during its operation.

Project Alternatives and Design and Use Options Evaluated in the EIR

Consistent with the requirements of CEQA, the EIR analyzed the following three alternatives:

- *No Project Alternative.* The No Project Alternative provides a comparison between the environmental impacts of implementing the Project in contrast to the result of not approving, or denying, the Project. Under this alternative, the Project would not occur, and the environment would remain in its existing condition. Therefore, the No Project Alternative would avoid potentially significant impacts to all environmental considerations and would have no impact. However, none of the benefits of the Project, including environmental benefits to air quality, energy, GHG emissions, hydrology, and water resources would be realized.
- *Spring Street Alignment Alternative.* The Spring Street Alignment Alternative would provide access between Dodger Stadium, the surrounding communities, and the regional transit system accessible at LAUS. The Spring Street Alignment Alternative would include three stations, a non-passenger junction, and four cable-supporting towers at various locations along the alignment. Although the Spring Street Alignment Alternative would be consistent with the Project Objectives, it would require a larger footprint than the Project within the Los Angeles State Historic Park. As such, the Spring Street Alignment Alternative would not meet

the following objective to the same extent as the Project, and therefore, is considered to be only partially consistent with Objective 11 to “Minimize the Project’s environmental footprint through the integration of sustainability and environmentally friendly design features into the materials, construction, operations, and maintenance of the proposed Project.”

- *Transportation Systems Management Alternative.* Under the Transportation Systems Management (TSM) Alternative, the Project would not be constructed, and instead, the existing Union Station Dodger Stadium Express service would be enhanced to determine if the DSE could increase the capacity of the Dodger Stadium Express similar to that of the Project. In order to meet service frequencies similar to the Project, a minimum of 6 buses loading simultaneously would be required, which cannot be physically accommodated in the existing location for the Union Station Dodger Stadium Express, and an off-site loading facility would need to be constructed to accommodate the new level of bus activity. Furthermore, the existing Dodger Stadium Express service operates up to 8 buses per hour, while the TSM Alternative would require 77 buses per hour. The TSM Alternative was identified as the “environmentally superior alternative” among the alternatives evaluated in the Draft EIR because it would avoid the Project’s significant and unavoidable impact with respect to construction noise and vibration without the need for mitigation and would reduce the range of impacts to the greatest extent. However, the TSM Alternative would not meet the majority of the Project’s Objectives in full or in part, such as providing a full-time, direct transit connection between LAUS and the Dodger Stadium property via a high-capacity aerial gondola system and improving connectivity for the surrounding communities by linking to the Los Angeles State Historic Park, Elysian Park, and the region’s rapidly growing regional transit system at LAUS.

As part of its consideration of the Project, the Board may determine whether the Alternatives are feasible, which would include an evaluation of whether and how each Alternative fulfills the Project objectives described above. The No Project Alternative would be unable to meet any of the Project objectives. The Spring Street Alignment Alternative would be consistent with the Project objectives but would require a larger footprint than the Project within the Los Angeles State Historic Park and is therefore only partially consistent with Objective 11. The TSM Alternative would not meet the majority of the Project’s objectives in full or in part.

Five design and use options were considered in the Draft EIR to explore potential variations to various Project components in response to public comments and stakeholder feedback. The five design and use options do not result in materially different impacts than the Project. It is proposed to approve Design Option A, which would shift the alignment between the Broadway Junction and Dodger Stadium further west from 451 E. Savoy Street so that the Project would not be over any single-family residential property. This shift would result in the alignment crossing over a small portion of property owned by Cathedral High School.

Staff recommends the Board approve the Project with Design Option A and adopt the Findings of Fact and Statement of Overriding Considerations provided in Attachment A - Findings of Fact and Statement of Overriding Considerations.

Community Outreach During Draft EIR Public Review Period and Pre-Final EIR Release

During the Draft EIR public review period, Metro held a total of eight public meetings immediately preceding, during, and immediately following, the 90-day Draft EIR public review period, including two community information sessions before the release of the Draft EIR. Following the release of the Draft EIR for public review, Metro held two informational workshops (one virtual and one in person), and four public hearings (two virtual and two in-person). All informational workshops and public hearings offered Spanish, Cantonese, and Mandarin interpretation. The final two public hearings also offered Taishanese interpretation. Metro also provided materials in English, Spanish, Chinese (Traditional), and Chinese (Simplified), both as printed materials at the in-person public meetings and electronically on Metro’s project webpage and the SB 44 website.

An estimated 715 attendees participated in the eight public meetings. Metro received 1,132 comments during the Draft EIR public review period via U.S. mail, the project email address, voicemail, and written and/or oral comments submitted at the four public hearings. Appendix A, Public Outreach Report, of the Final EIR, includes a detailed discussion of the Draft EIR public review period. Appendix B, Public Hearing Transcripts, and Appendix C, Public Comments on the Draft EIR, of the Final EIR, include copies of all public comments received on the Draft EIR. Section 6.0, Responses to Comments, of the Final EIR includes responses to all comments received on the Draft EIR.

Prior to the release of the Final EIR, Metro hosted two pre-Final EIR release public meetings to provide an update on the proposed Project, with one held virtually via Zoom webinar on November 30, 2023, and one held in person in the Project area at Metro Headquarters on December 2, 2023. Project materials and information were provided at both the in-person meeting and on Metro’s website in English, Spanish, Chinese (Traditional), and Chinese (Simplified). Interpretation was provided in English, Spanish, Mandarin, Cantonese, and Taishanese.

A summary of concerns expressed during the EIR process, as well as a summary of the responses contained in the Final EIR, are included in the table below:

Key Comment Topics	Summary of Response in FEIR
The Project as public transportation/ eligible for SB44	The Project would be open to the general public for service at regular, scheduled operating times and it meets all requirements for sustainable projects under SB44
Ridership model	Model developed specifically for games/events at Dodger Stadium; Metro retained a separate firm to do a peer review which concluded that the model was appropriate;

Metro as the Lead Agency	PUC requires “all plans proposed for the design, construction, and implementation of public mass transit systems or projects” to be submitted to Metro for approval.
Visual Impacts	Aesthetic impacts of the Project are considered less than significant. There are no designated scenic vistas or resources and light/glare and shading impacts were less than significant under CEQA definitions. Existing and simulated views as well as shading diagrams are contained in Appendix C to the Draft EIR. The Project has committed to having components that will be inspired by adjacent neighborhood culture and history and to create opportunities to showcase local artists. The color schemes will be neutral and complementary with their surrounding area.
LA State Historic Park impacts	Project Station will have a footprint of 2,195 square feet of the total 32-acre park with approximately 60,000 additional square feet of aerial clearance 26 - 53 feet above the ground; the Project would need to obtain an amendment to the General Plan. The project will provide additional amenities to Park.
Homeless Housing/Community Development Impacts	The project does not prevent community development projects along the proposed route. At N. Alameda and Main Streets, the proposed project would utilize a portion of the site constrained by Metro’s Railroad Right of Way. At N. Alameda and Alpine Streets, the proposed project would have a minimal impact on space currently designated as recreational space to support the development.
Improper segmentation for future development of Dodger Stadium property	The Project does not include other development and no applicant has applied for other development

Range of Alternatives and Design Options	EIR included No Project alternative and enhanced Dodger Stadium Express. The enhanced Dodger Stadium Express would require an increase from 8 bus trips per hour to 77 bus trips in order to match the gondola capacity.
Signage and Lighting	No digital signage on the exterior of cabins; Project lighting is low-level for security and wayfinding
Parking, Funding, and Community Benefits	These are not EIR topics, however, in the interest of transparency were responded to in the Final EIR. More information is provided in the Additional Project Information section below.
Visual Impacts	

Additional Project Information

Although not required under CEQA, the following additional work was done in response to comments and questions raised during the public comment period:

Parking: A comprehensive station area parking study was conducted for the Alameda Station adjacent to Union Station and the Chinatown/State Park Station at the southernmost entrance of the Los Angeles State Historic Park. The study evaluated existing parking conditions in the study area and the proposed Project’s potential to affect parking conditions around the Alameda Station and Chinatown/State Park Station. The methodology for the parking study was developed in coordination with Metro’s Parking Management group and LADOT. The parking study determined there would be an adequate supply of parking in the study area after accounting for the peak demand of the proposed Project. The parking study recommends that the proposed Project prepare, in collaboration with the City, and with robust feedback from community stakeholders, a parking management plan prior to commencing operations. The City would implement any on-street parking management strategies identified.

Transportation Peer Review: Metro independently retained Stantec to peer review the Draft EIR Transportation section, Appendix N to the Draft EIR (Ridership Model Development), and the Non-CEQA Transportation Assessment prepared by Fehr & Peers. Stantec is an international engineering firm with extensive expertise in transportation planning and implementation. Stantec reviewed the model inputs and data sources and concluded that the model input sources are credible, defensible, and appropriate for use in the analysis, that they agreed with the ridership forecasts in the Draft EIR, that the methodology and assumptions used to calculate Vehicle Miles Traveled (VMT) appear conservative and logical and that the Non-CEQA Transportation Assessment was appropriate and reasonable.

Community Benefits: In addition to improved air quality and accessible and affordable fares to residents and employees of businesses in the adjacent communities, LA ARTT has committed to local job creation, workforce training, and small business support and partnerships. LA ARTT is also looking at several improvements along the alignment to enhance pedestrian safety and provide active transportation connectivity. More detail is

contained in Attachment E. LA ARTT will be providing a Community Access Plan that allows residents, employees, and businesses located close to the proposed Project (see Attachment F) to ride the gondola using their Metro system access pass or individual fare to also utilize the system at no additional cost, outside of game and event-day periods. In addition, Dodger fans with a game ticket will ride the gondola for free. It is anticipated that the City of Los Angeles, Caltrans, and State Parks entitlement and permitting processes will continue to help define potential community benefits.

Costs and Financial Analysis: The Project's capital costs to construct are estimated at \$385 - \$500 million and assume prevailing wages pursuant to a Project Labor Agreement. The primary source of capital funding for the Project is bond financing, serviced by revenue from the Project. The primary sources of revenue for the Project are farebox revenues and naming rights sponsorship revenue. Annual operations and maintenance costs are projected at approximately \$8 - 10 million per year (including capital reserve funds) and assume prevailing wages. Operation and maintenance costs are proposed to be fully funded out of Project revenues. The Project is not seeking Metro funding. No public sources of funding have been sought or committed to the Project.

FINANCIAL IMPACT

Metro is reimbursed for all of its time and consultant costs through advanced deposits made by ARTT. About 10 to 12 Metro staff from Countywide Planning and Development, Community Relations, and County Counsel have worked on the Project on an as-needed basis. Staff hours billed on this Project from June 2019 to November 2023 total slightly over 3,340 hours. When the Metro costs incurred reach 75% of the deposit amount, ARTT makes an additional deposit. As of November 2023, Metro has billed approximately \$960,000 to ARTT to reimburse Metro staff time and consultants, and ARTT has provided Metro with \$1,100,000 in deposits. ARTT has met its obligations under the MOA to reimburse Metro for its expenses in connection with the Project. In addition, it has committed all funds needed to complete the Project's environmental review and entitlement process. No Metro funding will be used for the Project. If the Project continues to move forward, Metro time will continue to be reimbursed.

Impact to Budget

There is no impact on the Budget.

EQUITY PLATFORM

A major purpose of the Project is to reduce congestion from existing vehicle trips in connection with Dodger games and special events at the Stadium, leading to reduced GHG emissions and improved air quality. By taking vehicles off the road, the proposed Project would reduce VMT, providing GHG emissions benefits and increased access in the area between LAUS and Dodger Stadium. The Project would increase transit access in a community burdened by pollution, offering emissions reduction benefits for an area that includes disadvantaged communities identified by CalEnviroScreen 4.0 as in the top 90 - 100 percent of California communities burdened by pollution. The Project can also provide additional access to recreation and parks. In addition to benefiting the immediate area along the alignment, these reductions in VMT and GHG emissions would further the objectives to reduce carbon emissions to benefit the region.

The Project would provide a daily, high-capacity aerial rapid transit connection between the regional transit system at LAUS, Dodger Stadium, Los Angeles State Historic Park, Elysian Park, and surrounding communities via the intermediate Chinatown/State Park Station. The ability to use the vast majority of the Park would not be affected by the Project. The Project has been designed to provide additional benefits to the Los Angeles State Historic Park, including pedestrian improvements between Metro's L Line (Gold) and the park, and integration of the Chinatown/State Park Station into the southern boundary of the park with hardscape and landscape enhancements, a mobility hub, and other park amenities including concessions, restrooms, and a breezeway connecting the concessions and restrooms. The Community Access IPlan will allow residents and employees located within the Community Access Plan Area (see Attachment F) to utilize their Metro system access pass or individual fare to also utilize the system at no additional cost, outside of game and event-day periods. This will increase convenience for first/last mile connections for nearby residents and employees. Some communities within the Community Access Fare area, including William Mead Homes, have families with a median household income of <\$20,000 per year.

The Project will not displace housing, prevent planned housing, or preclude the development of future uses, including housing, grocery stores, and/or healthcare facilities in the surrounding communities.

The Project partnered with several community organizations for successful information sharing and feedback. As a privately proposed project, there was no requirement for the Project to utilize Metro's Community Based Organization partnering strategy, but the Project Sponsor adopted the goals and spirit of the policy.

Project commitments above what is required by CEQA are contained in Attachment E. The entitlement and permitting process will continue to help define potential community benefits.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed Project aligns with Strategic Plan Goal 1: Provide high-quality mobility options that enable people to spend less time traveling without utilizing Metro funding. The Project has the potential to provide an efficient mobility alternative for people to travel to Dodger Stadium car-free.

ALTERNATIVES CONSIDERED

The Board could choose to approve another project alternative analyzed in the EIR. This is not recommended for the reasons discussed above in "Alternatives and Design and Use Options." The proposed Project best meets the Project Objectives while minimizing environmental impacts. Alternatively, the Board could choose to disapprove and reject both build alternatives and TSM, and instead approve the No Project alternative, in which case there would be no need at this time to certify the EIR, adopt findings and the mitigation and monitoring report, or file a notice of determination. This is not advised since the rejection of all build alternatives and failure to certify the EIR might impede the Project Sponsor's ability to obtain required approvals from other government agencies and would not advance Metro's Strategic Plan Goal 1 to provide high-quality mobility options that enable people to spend less time traveling without utilizing Metro funding.

NEXT STEPS

Metro Board's certification of the EIR and approval of the Project would provide the environmental clearance as needed to seek the potential discretionary entitlements, reviews, and approvals required for the implementation of the Project. The Project Sponsor would commence the public processes for these additional discretionary entitlements, reviews, and approvals from the City of Los Angeles, California State Parks, and the California Department of Transportation, each of which includes additional community outreach and engagement. Metro's involvement in that process would be minimal and related to its real estate rights for Union Station and the A-line. The MOA remains in effect, including reimbursement of Metro time and expenses, until all Metro/LAART transaction documents are completed (including rights at Union Station)

The Project Sponsor anticipates that community benefit agreements will be developed in connection with these additional governmental discretionary entitlements, reviews, and approvals. The Project Sponsor would then commence the permitting process for the Project, including permits required from Metro, the City of Los Angeles, California State Parks, Caltrans, and Cal/OSHA and/or other agencies with jurisdiction.

Following all discretionary entitlement, review, and approval processes, the Project Sponsor would return to the Board at a later date to update the Board on the Project's resultant community benefit agreements through all processes and address the additional Metro approvals required to construct and operate the Project, including the necessary real property and operating agreements required for the Project.

ATTACHMENTS

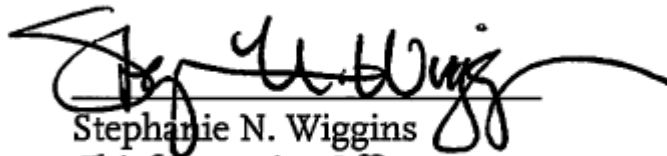
Attachment A - Findings of Fact and Statement of Overriding Considerations
Attachment B - Mitigation Monitoring and Reporting Program
Attachment C - Notice of Determination
Attachment D - Map of Proposed Project
Attachment E - Project Commitments
Attachment F - Community Access Plan

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Findings of Fact and Statement of Overriding Considerations

Pursuant to CEQA Guidelines Section 15091, 15093 and
Public Resources Code Section 21081

Los Angeles Aerial Rapid Transit Project

February 2024

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LOS ANGELES AERIAL RAPID TRANSIT PROJECT
FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

ABBREVIATIONS/ACRONYMS

°F	degrees Fahrenheit
µg/L	Microgram per Liter
µg/m ³	Micrograms per Cubic Meter
3S	Tricable Detachable Gondola System
AAM	Annual Arithmetic Mean
AB	Assembly Bill
ACC	Advanced Clean Cars
ACM	Asbestos Containing Material
ACRES	Assessment, Cleanup, and Redevelopment Exchange System
ADA	Americans with Disabilities Act
ADP	Alameda District Specific Plan
AERMOD	American Meteorological Society/Environmental Protection Agency Regulatory Air Dispersion Model
Alquist-Priolo Act	Alquist-Priolo Earthquake Fault Zoning Act
ALS	Advanced Life Support
ANSI	American National Standards Institute
APCD	Air Pollution Control District
APE	Area of Potential Effect
API	Area of Potential Impact
AQMD	Air Quality Management District
AQMP	Air Quality Management Plan
ART	Aerial Rapid Transit
ARTIC	Anaheim Regional Transportation Intermodal Center
ARTT LLC	Aerial Rapid Transit Technologies LLC
ASCE	American Society of Civil Engineers
ASTM	American Society of Testing and Materials
ATCM	Airborne Toxic Control Measure
AUF	Acoustic Use Factor
AVO	Average Vehicle Occupancy
AVTA	Antelope Valley Transit Authority
BACM	Best Available Dust Control Measures
Basin Plan	Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties

LOS ANGELES AERIAL RAPID TRANSIT PROJECT
 FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

bgs	Below Ground Surface
BMP	Best Management Practice
BRT	Bus Rapid Transit
BSA	Biological Survey Area
BTEX	Benzene, Toluene, Ethylbenzene and Xylene
BTU	British Thermal Unit
C & D	Construction and Demolition
CA MUTCD	California Manual of Uniform Traffic Control Devices
CAA	Clean Air Act
CAAP	Climate Action and Adaptation Plan
CAAQS	California Ambient Air Quality Standard
CAFE	Corporate Average Fuel Economy
Cal EPA	California Environmental Protection Agency
Cal/OSHA	California Division of Occupational Safety and Health
CalEEMod	California Emissions Estimator Model
CALFIRE	California Department of Forestry and Fire Protection
CalGEM	California Department of Conservation Geologic Energy Management Division
CALGreen	California Green Building Standards Code
CalRecycle	California Department of Resources, Recycling, and Recovery
Caltrans	California Department of Transportation
CAM	The Chinese American Museum
CAP	Criteria Air Pollutant
CARB	California Air Resources Board
CASGEM	California Statewide Groundwater Elevation Monitoring
CASP	Cornfield-Arroyo Seco Specific Plan
CBC	California Building Code
CC&Rs	Covenants, Conditions, Restrictions and Easement for Chavez Ravine
CCAA	California Clean Air Act
CCCC	California Climate Change Center
CCR	California Code of Regulations
cd/m ²	Candelas per Square Meter
CDFW	California Department of Fish and Wildlife
CE	Commuter Express

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CEC	California Energy Commission
Central Basin	Central Subbasin
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CERS	California Environmental Reporting System
CESA	California Endangered Species Act
CFC	California Fire Code
CFGC	California Fish and Game Code
CFR	Code of Federal Regulations
CGP	Construction General Permit
CH ₄	Methane
CHL	California Historical Landmarks
CHRIS	California Historical Resources Inventory System
CLA	Chief Legislative Analyst
CNDDB	California Natural Diversity Database
CNEL	Community Noise Equivalent Level
CNG	Compressed Natural Gas
CNPS	California Native Plant Society
CO	Carbon Monoxide
CO ₂	Carbon Dioxide
CO _{2e}	CO ₂ Equivalents
CoIWMP	Countywide Integrated Waste Management Plan
Cortese	Hazardous Waste and Substances Sites
CPUC	California Public Utilities Commission
CRHR	California Register of Historical Resources
CRMMP	Cultural Resources Monitoring and Mitigation Plan
CRPR	California Rare Plant Ranks
CTMP	Construction Traffic Management Plan
CUP	Conditional Use Permit
CUPA	Certified Unified Program Agency
CVC	California Vehicle Code
CWA	Clean Water Act
CY	Cubic Yards
dB	Decibel

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dBA	A-Weighted Decibel
DBE	Disadvantaged Business Enterprises
DBH	Diameter at Breast Height
DCA	Department of Cultural Affairs
DEIR	Draft Environmental Impact Report
DGS	Department of General Services
DHS	Department of Health Services
DoD	Department of Defense
DOORS	Diesel Off-Road Online Reporting System
DPM	Diesel Particulate Matter
DPR	California Department of Parks and Recreation
DSE	Dodger Stadium Express
DTLA 2040	Downtown Community Plan
DTSC	Department of Toxic Substances Control
DVBE	Disabled Veteran Business Enterprises (DVBE)
DWR	Department of Water Resources
EDR	Environmental Data Resources, Inc.
EFCs	Equity Focus Communities
EIR	Environmental Impact Report
EISA	Energy Independence and Security Act
El Pueblo	El Pueblo de Los Angeles
EMD	Emergency Management Department
EMS	Emergency Medical Service
EOB	Emergency Operations Board
EOO	Emergency Operations Organization
EOP	Emergency Operation Plan
EPA	Environmental Protection Agency
ESA	Endangered Species Act (from Biological Resources)
ESA	Environmental Site Assessment (from Hazards and Hazardous Materials)
EV	Electric Vehicle
fc	Footcandles
FEIR	Final Environmental Impact Report
FEMA	Federal Emergency Management Agency
FHSZ	Fire Hazard Severity Zones

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FHWA	Federal Highway Administration
FIRMS	Flood Insurance Rate Maps
FMP	Floodplain Management Plan
FPP	Fire Protection Program
ft	Feet
FT	Foothill Transit
FTA	Federal Transit Administration
General Plan	City of Los Angeles General Plan
GHG	Greenhouse Gas
GIS	Geographic Information System
GPA	GPA Consulting
GPD	Gallons per Day
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
GWh	Gigawatt Hours
GWP	Global Warming Potential
HABS	Historic American Building Survey
HAER	Historic American Engineering Record
HCD	California Department of Housing and Community Development
HCM	Los Angeles Historic-Cultural Monument
HDM	Highway Design Manual
HEPA	High-Efficiency Particulate Air
HFC	Hydrofluorocarbons
HIC	Non-Cancer Chronic Hazard Index
HIN	High Injury Network
HMBP	Hazardous Materials Business Plan
HOV	High Occupancy Vehicle
hp	Horsepower
HPOZ	Historic Preservation Overlay Zone
HRA	Health Risk Assessment
HRTR	Historical Resources Technical Report
HSC	Health and Safety Code
HSR	California High-Speed Rail
HVAC	Heating, Venting, and Air Conditioning

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Hz	Hertz
I-5	Interstate 5
IEPR	Integrated Energy Policy Report (IEPR)
IES	Illuminating Engineering Society
IFC	The International Fire Code
IGP	Industrial General Permit
IPaC	Information for Planning and Conservation
IRP	Integrated Resource Plan
ISTEA	Intermodal Surface Transportation Efficiency Act
ITS	Intelligent Transportation Systems
Kizh Nation	<u>Gabrieleño</u> Band of Mission Indians – Kizh Nation
KOP	Key Observation Points
kWh	Kilowatt Hours
LA ART LLC	LA Aerial Rapid Transit Technologies LLC
LABOE	Los Angeles Bureau of Engineering
LACDPW	Los Angeles County Department of Public Works
LACDRP	Los Angeles County Department of Regional Planning
LACMTA	Los Angeles County Metropolitan Transportation Authority
LADOT	Los Angeles Department of Transportation
LADWP	Los Angeles Department of Water and Power
LAFC	Los Angeles Fire Code
LAFC	Los Angeles Football Club
LAFD	City of Los Angeles Fire Department
LAGBC	Los Angeles Green Building Code
LAHCM	Los Angeles Historic-Cultural Monument
LAMC	Los Angeles Municipal Code
LAPD	Los Angeles Police Department
LAPL	Los Angeles Public Library
LARAP	Los Angeles Department of Recreation and Parks
LARIAC	Los Angeles Region Imagery Acquisition Consortium
LARWQCB	Los Angeles Regional Water Quality Control Board
LASAN	Los Angeles Sanitation & Environment Department
LASD	Los Angeles County Sheriff's Department
LASHP	Los Angeles State Historic Park

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LAUS	Los Angeles Union Station
LAUSD	Los Angeles Unified School District
LAWA	Los Angeles World Airports
LAX	Los Angeles International Airport
LBP	Lead-based paints
lbs	Pounds
LCFS	Low Carbon Fuel Standards
LED	Light-Emitting Diode
LEED	Leadership in Energy and Environmental Design
LHMP	Local Hazard Mitigation Plan
LID	Low Impact Development
LinkUS	Link Union Station Project
LOS	Level of Service
LOSSAN	Los Angeles-San Diego-San Lui Obispo Rail Corridor
LOTUS	Lotus v. Department of Transportation
LRA	Local Responsibility Area
LRT	Light Rail Transit
LRTP	Long Range Transportation Plan
LSAA	Lake or Streambed Alteration Agreement
LST	Localized Significance Threshold
LST	Localized Screening Threshold (from Alternatives)
LU	Landscape Units
LUST	Leaking Underground Storage Tank
L _v	Vibration Velocity Level
MBS	Moving Beyond Sustainability Plan
MBTA	Migratory Bird Treaty Act
MCL	Maximum Contaminant Level
Metro	Los Angeles County Metropolitan Transportation Authority
MFR	Multi-Family Residential
mg/kg	Milligrams per Kilogram
MGD	Million Gallons per Day
MICR	Maximum Incremental Cancer Risk
MLB	Major League Baseball
MLD	Most Likely Descendant

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MM	Mitigation Measure(s)
MMBTu	Million British Thermal Unit
MOA	Mode of Access
MPO	Metropolitan Planning Organization
MRZ	Mineral Resources Zone
MS4	Municipal Separate Storm Sewer Systems
msl	Mean Sea Level
MT	Metric Tons
MT CO ₂ e/year	Metric Tons of Carbon Dioxide Equivalent Per Year
MTA	Metropolitan Transit Authority
MUTCD	Manual on Uniform Traffic Control Devices
MW	Megawatts
MWD	Metropolitan Water District
MWh	Megawatt Hours
N ₂ O	Nitrous Oxide
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NESHAP	National Emission Standards for Hazardous Air Pollutants
NFPA	National Fire Protection Association
NHM	Natural History Museum of Los Angeles County
NHPA	National Historic Preservation Act of 1966
NHTSA	National Highway Traffic Safety Administration
NO	Nitric Oxide
NO ₂	Nitrogen Dioxide
NOI	Notice of Intent
NOP	Notice of Preparation
NO _x	Nitrogen Oxides
NPDES	National Pollutant Discharge Elimination System
NPS	National Park Service
NRHP	National Register of Historic Places
NSR	Noise-Sensitive Receptors
O ₃	Ozone
OCS	Overhead Contact Lines
OCTA	Orange County Transportation Authority

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OEHHA	Office of Environmental Health Hazard Assessment
OHSU	Oregon Health and Science University
OPR	Office of Planning and Research
OSHA	Occupational Safety and Health Administration
OVA	Organic Vapor Analyzer
Park General Plan	Los Angeles State Historic Park General Plan
Pb	Lead
PDF	Project Design Feature
PFC	Perfluorocarbons
pLAN	Sustainable City Plan
PM	Particulate Matter
PM ₁₀	Respirable Particulate Matter
PM _{2.5}	Fine Particulate Matter
PPHPD	Passengers Per Hour Per Direction
ppm	Parts per Million
ppmv	Parts per Million by Volume
PPOP	Plans, Programs, Ordinances, or Policies
PPV	Peak Particulate Velocity
PRC	Public Resources Code
PRMMP	Paleontological Resources Monitoring and Mitigation Plan
PUC	Public Utilities Code
RCNM	Roadway Construction Noise Model
RCRA	Resource Conservation and Recovery Act
RCTC	Riverside County Transportation Commission
REC	Recognized Environmental Condition
RIO	Los Angeles River Improvement Overlay
RMS	Root Mean Square
ROG	Reactive Organic Gases
ROW	Right-of-Way
RPS	Renewable Portfolio Standard
RTP	Regional Transportation Plan
RTP/SCS	Regional Transportation Plan/Sustainable Communities Strategy
RWQCB	Los Angeles Regional Water Quality Control Board
SAFE	Safer Affordable Fuel-Efficient

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SANBAG	San Bernardino Association of Governments
SARA	Superfund Amendment and Reauthorization Act
SB	Senate Bill
SBE	Small Business Enterprises
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCCIC	South Central Coastal Information Center
Scoping Plan	Climate Change Scoping Plan: A Framework for Change
SCRIP	Southern California Regional Interconnector Project
SCRRA	Southern California Regional Rail Authority
SCS	Sustainable Communities Strategy
SCT	Santa Clarita Transit
SEA	Significant Ecological Area
sf	Square Feet
SF ₆	Sulfur Hexafluoride
SFR	Single-Family Residential
SGMA	Sustainable Groundwater Management Act
SIC	Standard Industrial Classification
SIP	State Implementation Plan
SLA	Surplus Land Act
SLF	Sacred Lands File
SLIC	Spills, Leaks, Investigations, and Cleanups
SLTRP	Strategic Long-Term Resource Plan
SMMC	Santa Monica Mountains Conservancy
SO ₂	Sulfur Dioxide
SoCalGas	Southern California Gas Company
SOHP	State Office of Historic Preservation
SOP	Standardized Operating Procedures
SO _x	Sulfur Oxides
SP	Special Publication
SPL	Sound Pressure Levels
SR	State Route
SR-110	State Route 110
SRA	State Responsibility Area

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SSC	Species of Special Concern
SSMP	Sewer System Management Plan
SSO	Sanitary Sewer Overflow Response Plan
Stafford Act	Robert T. Stafford Disaster Relief and Emergency Assistance Act
SUSMP	Standard Urban Stormwater Mitigation Plan
SWITRS	Statewide Integrated Traffic Records System
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TAC	Toxic Air Contaminants
TAG	Transportation Assessment Guidelines
TCE	Temporary Construction Easements
TCM	Transportation Control Measures
TCR	The Climate Registry
TCR	Tribal Cultural Resource
TCO	Traffic Control Officer
TDS	Total Dissolved Solid
TIMS	Transportation Injury Mapping System
TNC	Transportation Network Company
TNM	Traffic Noise Model
TPH	Total Petroleum Hydrocarbons
TRB	Transportation Research Board
TSM	Transportation Systems Management
TVM	Ticket Vending Machines
UCLA	University of California, Los Angeles
UDOT	Utah Department of Transportation
UPRR	Union Pacific Railroad
USACE	United States Army Corps of Engineers
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
USFWS	United States Fish and Wildlife Service
USGBC	United States Green Building Council
USGS	United States Geological Survey
UST	Underground Storage Tank
VCP	Voluntary Cleanup Program

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VCTC	Ventura County Transportation Commission
VdB	Decibel Notation for Vibration Level
VHFHSZ	Very High Fire Hazard Severity Zone
VMT	Vehicle Miles Traveled
VOC	Volatile Organic Compound
WBE	Women Business Enterprises
WDR	Waste Discharge Requirements
WL	California Department of Fish and Wildlife Watch List
WMP	Watershed Management Plan
WQCMPUR	Water Quality Compliance Master Plan for Urban Runoff
WRD	Water Replenishment District of Southern California
WSAB	West Santa Ana Branch Transit corridor
ZET	Zero Emissions Transit
ZEV	Zero Emission Vehicle
ZIMAS	Zoning Information and Map Access System
ZNE	Zero Net Energy

1. INTRODUCTION

In accordance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code [Pub. Resources Code] §§ 21000–21189) and the CEQA Guidelines (14 Cal. Code Regs., §§ 15000–15387), the Los Angeles County Metropolitan Transportation Authority (Metro) prepared an Environmental Impact Report for the Los Angeles Aerial Rapid Transit Project (Project). In preparing the Environmental Impact Report, Metro followed an established process to identify the environmental issues to be analyzed and solicit input from the public, stakeholders, elected officials, and other affected parties. The Draft EIR analyzed the Project’s potential environmental impacts, and in turn, the Final EIR made minor clarifications and otherwise provided additional information that supported the Draft EIR’s impact conclusions. As such, these Findings reflect the analysis provided in both the Draft and Final EIR, inclusive of technical appendices and errata (collectively referred to as the “EIR” herein).

Implementation of the Project would result in temporary significant unavoidable impacts related to construction noise and vibration (human annoyance) and no feasible mitigation measures were identified to mitigate these impacts to a less-than-significant level. In accordance with CEQA, Metro, in adopting these Findings of Fact, also adopts a Mitigation Monitoring and Reporting Program (MMRP) that meets the requirements of Public Resources Code section 21081.6 by providing for the implementation and monitoring of measures to mitigate the potentially significant effects of the Project. The MMRP is included in Section 7.0 of the Final EIR and is provided as Attachment C to the Metro Board Report.

In accordance with the CEQA Guidelines, Metro adopts these findings as part of the approval of the Project. Pursuant to Public Resources Code section 21082.1(c)(3) and CEQA Guidelines section 15090, Metro certifies that the Final EIR:

- 1) Has been completed in compliance with the CEQA;
- 2) The Final EIR was presented to the Board of Directors and that the Board reviewed and considered the information contained in the Final EIR prior to approving the Project; and
- 3) The Final EIR reflects Metro’s independent judgment and analysis.

Pursuant to CEQA Guidelines section 15093, if a project’s EIR and administrative record substantiate that the project would result in significant and unavoidable impacts, then the lead agency is required to balance the project’s significant and unavoidable impacts against its economic, legal, social, technological, or other benefits including regional or statewide benefits. If these benefits outweigh the significant and unavoidable impacts, then the significant and unavoidable impacts may be deemed acceptable. In such a case, the lead agency must state, in writing, the specific reasons that support this conclusion. The Statement of Overriding Considerations in Section 11 of this Findings of Fact and Statement of Overriding Considerations presents the Project’s potential significant and unavoidable impacts followed by Metro’s findings as to why the Project’s benefits outweigh these significant and unavoidable impacts. In accordance with the CEQA Guidelines, Metro adopts the Statement of

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Overriding Considerations and concludes that the overall benefits of the Project outweigh the significant and unavoidable temporary impact.

2. ORGANIZATION

The Findings of Fact and Statement of Overriding Considerations is comprised of the following sections after Section 1 Introduction and this Section 2 Organization:

- Section 3. Description of the project, design and use options, and objectives
- Section 4. Statutory requirements of the findings and a record of proceedings
- Section 5. Significant impacts of the Project that cannot be mitigated to a less-than-significant level
- Section 6. Potentially significant impacts of the Project that can be mitigated to a less-than-significant level
- Section 7. Environmental impacts that are less than significant
- Section 8. Environmental resources to which the Project would have no impact
- Section 9. Potential cumulative impacts
- Section 10. Alternatives analyzed in the evaluation of the Project and findings on mitigation measures
- Section 11. Statement of Overriding Considerations

3. DESCRIPTION OF THE PROJECT, DESIGN AND USE OPTIONS, AND OBJECTIVES

3.1 PROJECT DESCRIPTION

The Project would connect Los Angeles Union Station (LAUS) to Dodger Stadium property via an aerial gondola system. The Project would also include an intermediate station at the southernmost entrance of the Los Angeles State Historic Park, as well as a non-passenger junction and three cable-supporting towers at various locations along the approximately 1.2-mile alignment, and gondola cabins. The Project would provide an aerial rapid transit option for visitors to Dodger Stadium, while also providing access between the Dodger Stadium property, the surrounding communities, including Chinatown, Mission Junction, Elysian Park, and Solano Canyon, and the Los Angeles State Historic Park, to the regional transit system accessible at LAUS. The Project would also provide pedestrian improvements, including hardscape and landscape improvements, as well as amenities at the Los Angeles State Historic Park.

The Project would generally be located within public right-of-way (ROW), or on publicly owned property. From LAUS, the Project alignment would follow Alameda Street and then continue along

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Spring Street in a northeast direction through the community of Chinatown to the southernmost corner of the Los Angeles State Historic Park. The alignment would then continue northeast over the western edge of the Los Angeles State Historic Park and the Los Angeles County Metropolitan Transportation Authority (Metro) L (Gold) Line¹ to the intersection of North Broadway and Bishops Road. At this intersection, the Project alignment would turn and continue northwest following Bishops Road toward its terminus at Dodger Stadium, located in the Elysian Park community.

The Project would utilize a detachable “3S,” or tricable, technology that enables larger passenger cabins and more carrying capacity than other available aerial technology to support the transit demand created during Dodger games and events at Dodger Stadium. The aerial technology that comprises an aerial gondola system consists of major components connected by the cables (ropeway). The major components of the Project include stations where passengers would enter and exit the system, a non-passenger junction where the alignment turns, towers to support the cables, and cabins in which the passengers ride.

When complete, the Project would have a maximum capacity of approximately 5,000 people per hour per direction, and the travel time from LAUS to Dodger Stadium would be approximately seven minutes. The Project would operate daily to serve existing residents, workers, park users, and visitors to Los Angeles.

Table 3-1 provides an overview of the station and junction components associated with the Project. **Table 3-2** provides an overview of the proposed towers associated with the Project. A more detailed description of the Project is provided in Section 2.0, Project Description, of the Draft EIR and Section 3.0, Project Description, of the Final EIR.

Table 3-1: Project Station and Junction Details

Station Name	Location	Passenger Station	Station Size (square feet)	Canopy Size (square feet)	Height of Platform (feet above-ground)	Height of Station (feet above-ground)
Alameda Station	Alameda Street between Los Angeles Street and Cesar E. Chavez Avenue	Yes	15,279	19,217 ^a	31	78
Chinatown/ State Park Station^b	Along Spring Street within the southernmost point of Los Angeles State Historic Park	Yes	22,361 ^c	15,212	50	98

¹ Subsequent to the release of the Draft EIR, on June 16, 2023, in connection with the opening of Metro’s Regional Connector, Metro changed the name of the L Line (Gold). The part of the former L Line (Gold) between Little Tokyo/Arts District Station and APU/Citrus College station became part of the A Line (Blue), and the part of the former L Line (Gold) between Little Tokyo/Arts District Station and Atlantic Station became part of the E Line (Gold). The proposed Project area includes the part of the former L Line (Gold) that is now part of the A Line (Blue). References in the Findings of Fact and Statement of Overriding Considerations to the L Line (Gold) refer to the A Line (Blue).

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Broadway Junction	Intersection of North Broadway and Bishops Road	No	12,615	13,331	50	98
Dodger Stadium Station	Dodger Stadium parking lot	Yes	37,395 ^d	16,001	At-Grade	74

^{a.} The canopy size square footage for Alameda Station includes approximately 3,064 sf or canopy over the vertical circulation.

^{b.} Chinatown/State Park Station also includes 1,419 sf of Park Amenities.

^{c.} The station size square footage for Chinatown/State Park Station includes an approximately 8,063 sf mezzanine.

^{d.} The station size square footage for Dodger Stadium Station includes an approximately 24,650 sf subterranean area below the station's platform for storage and maintenance of cabins, as well as staff break rooms, lockers, and parts storage areas.

Table 3-2: Project Tower Details

Tower Name	Location	Height to Top of Tower	Cable Height
Alameda Tower	Alameda Triangle, a City ROW between Alameda Street, North Main Street, and Alhambra Avenue	195 feet	175 feet
Alpine Tower	Northeast corner of Alameda Street and Alpine Street on a City-owned parcel	195 feet	175 feet
Stadium Tower	Private property north of Stadium Way	179 feet	159 feet

3.2 DESIGN AND USE OPTIONS

While not proposed as part of the proposed Project, design and use options to the proposed Project were considered in the Draft EIR to explore potential minor design variations to various Project components. Each design and use option offers a variation to the proposed Project. The Design and Use Options are described in detail in Chapter 6.0, Design and Use Options, of the Draft EIR, which provides the potential environmental effects of the design and use options for Metro to consider the environmental consequences of adopting one or more of such design and use options. All design and use options could be implemented individually, together, or in any combination without changing the significance conclusions reached in the EIR for the proposed Project.

The design and use options represent minor variations to the proposed Project, thus qualifying as design and use options instead of project alternatives. Pursuant to Section 15126.6(a) of the CEQA Guidelines, an EIR shall describe a range of reasonable alternatives. The Project Alternatives were analyzed in Chapter 4.0, Alternatives, of the Draft EIR.

For the proposed Project, five design and use options were considered in the Draft EIR:

- Design Option A: Broadway Junction Shift to Avoid 451 E. Savoy
- Design Option B: Single Tower along Alameda Street
- Design Option C: Chinatown/State Park Station with Increased Height

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- Use Option D: Chinatown/State Park Station as a Non-passenger Junction
- Design and Use Option E: Pedestrian Bridge at the Los Angeles State Historic Park

The five design and use options and their potential environmental impacts relative to the respective Project component of the proposed Project described in Section 2.5 of the Draft EIR's Project Description are described in the following sections, with greater detail provided in Section 6.0, Design and Use Options, of the Draft EIR. The Project Sponsor has requested that Metro approve the proposed Project with Design Option A.

3.2.1 Design Option A

Design Option A includes a shift in the overall Project alignment between the Broadway Junction and Dodger Stadium Station to avoid aerial rights requirements over 451 E. Savoy Street. Under Design Option A, the alignment would shift further to the west from 451 E. Savoy Street while headed north from the Broadway Junction. This shift would result in the alignment crossing over a small portion of Cathedral High School.

Project Components

Design Option A includes changes to the Project components of Broadway Junction, Stadium Tower, and Dodger Stadium Station. Under the proposed Project, the Broadway Junction would be approximately 227 feet long, 60 feet wide, and 98 feet high at its tallest point, with the platform approximately 50 feet above the ground. Design Option A would maintain similar dimensions for the Broadway Junction, but would shift it approximately four degrees to avoid aerial rights over 451 E. Savoy Street. As a result of this alignment shift, the location of Stadium Tower would also slightly shift 115 feet uphill to the west/northwest from its location under the proposed Project. The tower would remain on the hillside private property north of Stadium Way, between the Downtown Gate and SR-110. Because of the shift uphill and to account for the change in grade, the height of the Stadium Tower would decrease by five feet in comparison to the proposed Project. There is no net change to the tower height above sea level, as the shift uphill would be neutralized by the decreased height of the tower. As a result of the shift, the Stadium Tower would be located on an area of 15 percent slope, would require the relocation of a water valve, and would require encroachment into a City of Los Angeles Water easement. Design Option A would also require Dodger Stadium Station be located farther south than the proposed Project station design location. Because of the change in location, access to the cabin maintenance area may require the addition of a switchback and steeper approach than the proposed Project due to the steeper slope of the landscaped berm at this location. The Dodger Stadium Station at this location would also require removal of 337 parking spaces at the Dodger Stadium property (compared to 194 for the proposed Project) and requires a longer walk for proposed Project passengers to travel between the Dodger Stadium Station and Dodger Stadium.

Impacts

All operational impacts under Design Option A would be similar to the proposed Project and less than significant. Regarding construction impacts, Design Option A does not materially differ in overall dimension, location, building material, or construction technique as compared to the

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proposed Project. Accordingly, Design Option A would have similar impacts to the proposed Project in the following CEQA impact areas: Agriculture and Forestry Resources; Hazards and Hazardous Materials; Hydrology and Water Quality; Mineral Resources; Noise; Population and Housing; Public Services; Recreation; Transportation; Tribal Cultural Resources; and Wildfire. Any mitigation measures required for the respective proposed Project components would also be required for those of Design Option A. However, because of the slight variance in location and construction times from the proposed Project, there is potential for variations in impacts to Aesthetics, Air Quality, Biological Resources, Cultural Resources, Energy, Geology/Soils, Greenhouse Gas Emissions, Land Use and Planning, and Utilities and Service Systems. The CEQA impact areas that may differ from the proposed Project are discussed in detail in Section 6.2, Design Option A, of the Draft EIR and summarized below.

Aesthetics

Potential impacts to aesthetics arising from Design Option A are associated with the proposed height increase and shift in location of the Stadium Tower. However, similar to the proposed Project, the analysis determined that Design Option A would not impact scenic vistas, substantially diminish the broad scenic view or views of prominent visual features, and would not conflict with applicable zoning or other regulations governing scenic quality. Furthermore, the Stadium Tower location shift under Design Option A would not introduce new sources or light and glare, and no impacts with respect to light and glare would occur. The uphill shift of the Stadium Tower under Design Option A could result in slightly different shading impacts compared to the Stadium Tower of the proposed Project. However, any shadow impacts from the Stadium Tower under Design Option A would be less than significant. Therefore, similar to the proposed Project, impacts with respect to aesthetics under Design Option A would be less than significant.

Air Quality

Potential impacts to air quality arising from Design Option A are associated with an extended construction schedule. Design Option A would add approximately 12 additional weeks of construction at the Stadium Tower for a total of 62 weeks of construction, as compared to 50 weeks of construction for the proposed Project. Similarly, Design Option A would add an additional four weeks of construction at Dodger Stadium Station, for a total of 101 weeks of construction, as compared to 97 weeks of construction for the proposed Project. Accordingly, Design Option A would generate increased criteria pollutant emissions during construction compared to the proposed Project. However, construction emissions under Design Option A would be well below applicable South Coast Air Quality Management District (SCAQMD) mass daily significance thresholds and localized significant thresholds (LSTs) for all criteria pollutants. While Design Option A would result in increased construction emissions when compared to the proposed Project, impacts would remain less than significant overall.

Biological Resources

Potential impacts to biological resources arising from Design Option A are associated with tree removal adjacent to Stadium Tower. Stadium Tower is the only component of Design Option A that would result in impacts to biological resources that differ from the proposed Project. Under the proposed Project, 55 significant trees would be removed from the Stadium Tower site,

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including the fire buffer zone. Similarly, under Design Option A, a similar number of significant trees would be removed at the Stadium Tower location, including the fire buffer zone. None of these inventoried trees were identified as City-ordinance protected trees. Similar to the proposed Project, these tree removals have the potential to impact bat roosts and nesting birds. Accordingly, Design Option A would implement Mitigation Measure **MM-BIO-A** (avoid and minimize project related impacts to special-status and/or rooster bat species) and Mitigation Measure **MM-BIO-B** (avoid and minimize project related impacts to nesting birds). Implementation of Mitigation Measure **MM-BIO-A** and Mitigation Measure **MM-BIO-B** would reduce impacts to biological resources to less than significant with mitigation.

Cultural Resources

Potential impacts to cultural resources arising from Design Option A are associated with the Broadway Junction. Broadway Junction is the only component of Design Option A that would result in impacts that differ from the proposed Project. The shift of the Broadway Junction under Design Option A would cross over a portion of Cathedral High School property. Cathedral High School is a historical resource. As such, similar to the proposed Project, Design Option A would introduce new visual features to the historical resource's setting. However, the change would not constitute a significant impact on the historical resource as the existing character of the built environment in the immediate vicinity is not cohesive and the setting outside of the campus grounds does not contribute to its historical significance. Furthermore, views from within the campus boundary already include modern buildings and structures. The location of the components of Design Option A would not directly interrupt the views from the campus, nor would they impact any other important features of the historical resource's larger setting. The resource would continue to convey its individual significance within the context of an institutional development, and its existing physical integrity and character-defining features would remain intact. While introducing modern features in the form of cable and cabins would result in new visual features to the historical resource's setting, the change would not constitute a significant impact.

Energy

Potential impacts to energy arising from Design Option A are associated with an extended construction schedule. Stadium Tower and Dodger Stadium are the only components of Design Option A that would result in impacts that differ from the proposed Project. Design Option A would add approximately 12 additional weeks of construction at the Stadium Tower for a total of 62 weeks of construction, as compared to 50 weeks of construction for the proposed Project. Design Option A would add an additional four weeks of construction at Dodger Stadium Station, for a total of 101 weeks of construction, as compared to 97 weeks of construction for the proposed Project. As such, the demand for electricity, fuel, and natural gas would increase during construction activities in comparison to the proposed Project. However, similar to the proposed Project, the demand for energy during construction would be temporary and any impact would be less than significant.

Geology/Soils

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As with the proposed Project, Stadium Tower and Dodger Stadium Station under Design Option A would have the potential to impact geology and soils, including impacts related to earthquake-induced slope failure, lateral spreading, subsidence, liquefaction, collapse during grading and construction, expansive soils and soil corrosivity, differential settlement, other potential ground failures induced by the tower, and paleontological resources. However, similar to the proposed Project, Design Option A would be constructed in accordance with applicable standards, requirements, and building codes, which would ensure structural integrity and safe construction. Mitigation Measures **MM-GEO-A** (prepared a site-specific final geotechnical report) and **MM-GEO-B** (prepare a paleontological resource monitoring and mitigation plan (PRMMP)) would also be implemented, reducing potential to a level that is less than significant. Similar to the proposed Project, impacts with respect to geology and soils under Design Option A would be less than significant with mitigation.

Greenhouse Gas Emissions

Potential impacts to greenhouse gas emissions arising from Design Option A are associated with an extended construction schedule. Design Option A would result in an increase in the duration of construction due to the proposed utility relocation and increase in concrete work at the base of Stadium Tower (six-eight weeks additional time for utility relocation and four additional weeks for shoring wall and pilaster during the Foundations and Columns phase), as well as the increased excavation at Dodger Stadium Station (additional three weeks of shoring and excavation, followed by one week of additional concrete work for the retaining wall). As such, construction of Design Option A would increase GHG emissions. The additional construction under Design Option A would result in an increase in GHG emissions during construction; however, the increase would be minimal, as Design Option A would only add an additional 12 weeks of construction at Stadium Tower and an additional four weeks of construction at Dodger Stadium Station. As such, the additional construction duration for the Stadium Tower and Dodger Stadium Station under Design Option A would not contribute to a significant increase in GHG emissions because, as with the proposed Project, the net GHG emissions would still represent a reduction compared to existing conditions. Therefore, GHG emissions during construction under Design Option A would still remain less than existing conditions and be less than significant. While Design Option A would result in an increase in GHG emissions during construction as compared to the proposed Project, impacts would remain less than significant. Therefore, similar to the proposed Project, impacts with respect to GHG emissions under Design Option A would be less than significant.

Land Use and Planning

Design Option A would result in the removal of additional parking spaces for Dodger Stadium Station as compared to the proposed Project. Design Option A would permanently remove 337 parking spaces for the Dodger Stadium Station, due to the increased distance to Dodger Stadium requiring additional area for the proposed pedestrian connection to Dodger Stadium, as well as the retaining wall. Similar to the proposed Project, however, and consistent with the Dodger Stadium CUP, a total of 18,552 parking spaces would remain on site, exceeding the required parking spaces under the CUP. While additional parking spaces would be temporarily utilized at Dodger Stadium for Project construction, the number of parking spaces would at all times exceed the 15,556 total parking spaces that must be provided and maintained on site pursuant to the

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CUP. Accordingly, Design Option A is consistent with the requirements of the Dodger Stadium CUP and similar to the proposed Project and with the implementation of Mitigation Measure **MM-LUP-A**, impacts for Design Option A with respect to land use would be less than significant with mitigation.

Utilities and Service Systems

Design Option A would require various utility relocations and encroachment into a City of Los Angeles water easement at Stadium Tower and the relocation of a 36-inch storm drain and a telecommunications line at Dodger Stadium Station. As with the proposed Project, the relocation of utilities may cause an impact related to the interruption of services for the surrounding areas. Mitigation Measure **MM-USS-A**, *Development of a Utility Relocation Plan*, would be implemented. The Utility Relocation Plan would be developed to determine the existing utilities that would need to be relocated under Design Option A. Implementation of Mitigation Measure **MM-USS-A** would reduce potential impacts to utilities and service systems associated with Stadium Tower and Dodger Stadium Station construction under Design Option A to a level that is less than significant.

Finding

Because the environmental impacts for Design Option A are generally similar to those identified for the Project, Metro finds that the findings identified throughout this document are applicable to both the Project and to Design Option A. Metro finds that inclusion of the same mitigation measures identified for the Project would also avoid or substantially lessen the potentially significant environmental effects of Design Option A on the environment, with the exception of construction noise and vibration (human annoyance) (which would remain significant and unavoidable under Design Option A, even after mitigation).

3.2.2 Design Option B

In response to stakeholder feedback, the Project Sponsor assessed the potential to reduce the number of towers along Alameda Street from two to one. Design Option B removes Alpine Tower, located between the Alameda Station and the Chinatown/State Park Station, from the proposed Project and adds 50 feet to the Alameda Tower.

Project Components

Under Design Option B, the Project towers would be designed as monopoles and would support the required steel cables and mechanical equipment. The increased height of the Alameda Tower would coincide with an additional 30 drilled piles and an increased pile cap thickness from five feet to eight feet, as well as an additional 1,260 cubic yards (CY) of excavation and materials to be exported. Design Option B would result in an increased duration of construction in the Structural Steel/Tower Erection phase (approximately seven additional weeks), as well as an additional week of construction added to construct foundations and columns, for a total of eight additional weeks of construction activities.

Compared to the proposed Project, Design Option B would potentially result in additional technical considerations due to the increased angle of bend at the Alameda Tower compared to the

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proposed Project. Additionally, Design Option B results in the need for additional private aerial rights requirements. The increased bend on the Alameda Tower would result in cables and gondola cabins being located in closer proximity to private property between Alameda Station and the Chinatown/State Park Station.

Impacts

As regards construction impacts, Design Option B does not materially differ in overall dimension, location, building material, or construction technique as compared to the proposed Project. Accordingly, Design Option B would have similar impacts to the proposed Project in the following CEQA impact areas: Agriculture and Forestry Resources; Air Quality; Biological Resources; Cultural Resources; Energy; Greenhouse Gas Emissions; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use and Planning; Mineral Resources; Noise; Population and Housing; Public Services; Recreation; Tribal Cultural Resources; Utilities and Service Systems; and Wildfire. Any mitigation measures required for the Alameda Tower of the proposed Project would also be required for those of Design Option B. Under Design Option B, there is potential for variations in impacts to Aesthetics, Geology/Soils, and Transportation. While the increased height of the Alameda Tower would result in an increase in the duration of construction at Alameda Tower; with removal of Alpine Tower from the proposed Project, there would be an overall net decrease in construction impacts related to air quality, energy, and GHG under Design Option B. The CEQA impact areas that may differ from the proposed Project are discussed in detail in Section 6.3, Design Option B, of the Draft EIR and summarized below.

Aesthetics

Potential impacts to aesthetics arising from Design Option B are associated with the 50-foot overall height increase at the Alameda Tower. Compared to the proposed Project, the removal of the Alpine Tower would reduce visual impacts at Alameda and Alpine Streets during project construction and operation, as the tower would not be constructed. Therefore, visual impacts related to Alpine Tower would not occur under Design Option B and would be reduced compared to the less than significant impacts of the proposed Project. Analysis of the proposed height increase for Alameda Tower under Design Option B indicated that the height increase would not block any unique or scenic views. As with the proposed Project, due to the presence of the existing elevated Metro L (Gold) Line Chinatown/State Park Station, elevated light rail guideway, and overhead catenary system, Design Option B from this view would not introduce a visual feature that contrasts substantially with existing conditions. In addition, no unique or scenic views would be blocked.

Similar to the proposed Project, construction of Alameda Tower under Design Option B would represent a change in views compared to existing conditions. However, there are no designated scenic vistas or state- or county-designated scenic highways or eligible state scenic highways located in the Project area. Construction activities would be temporary and would not result in a substantial adverse effect on a scenic vista. As such, the proposed height increase at the Alameda Tower under Design Option B would not impact scenic vistas, or scenic resources within a state scenic highway. While the height increase would represent a visual change, it would not substantially diminish the broad scenic view or views of prominent visual features, and would not

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conflict with applicable zoning or other regulations governing scenic quality. The increased height of the Alameda Tower would not introduce new sources or light and glare, and no impacts with respect to light and glare would occur due to the increased height.

The increased height of the Alameda Tower could result in additional shading; however, surrounding uses are not considered to be shade sensitive. As such, shadow impacts from Alameda Tower would be less than significant. Therefore, similar to the proposed Project, impacts with respect to aesthetics for the Alameda Tower under Design Option B would be less than significant.

Geology/Soils

During construction, grading and development that would occur from implementation of Design Option B could result in additional impacts to geology and soils due to the increase in the number of drilled piles, an increased pile cap thickness from five feet to eight feet, as well as additional excavation. Although on-site seismic conditions and potential hazards would not change relative to the proposed Project, the increase in construction activity compared to the proposed Project could result in an increase of potential impacts. Mitigation Measures **MM-GEO-A** (prepare a site-specific final geotechnical report) and **MM-GEO-B** (prepare a paleontological resource monitoring and mitigation plan (PRMMP)) would also be implemented. Implementation of Mitigation Measures **MM-GEO-A** and **MM-GEO-B** would reduce potential impacts associated with construction of the Alameda Tower to a level that is less than significant. Therefore, similar to the proposed Project, impacts with respect to geology and soils for the Alameda Tower under Design Option B would be less than significant with mitigation.

Transportation

Potential impacts to transportation arising from Design Option B are associated with an extended construction schedule. Construction of the Alameda Tower under Design Option B would increase the duration of construction. Due to the temporary nature of construction traffic associated with Design Option B (an additional eight weeks), a substantial increase in VMT would not be anticipated to result from construction. Similar to the proposed Project, Design Option B would implement Mitigation Measure **MM-TRA-A**, which would prohibit right turns on red from westbound Alhambra Avenue to northbound Alameda Street in order to alleviate potential visibility issues associated with operation of the Alameda Tower. Design Option B would also implement Mitigation Measure **MM-TRA-B**, which would require implementation of a Construction Traffic Management Plan to ensure adequate emergency access is maintained throughout all construction activities to reduce potential impacts during construction. Similar to the proposed Project, operation of Design Option B would provide additional transit and pedestrian connections, and would result in an overall reduction in VMT, resulting in a beneficial effect on the environment. Therefore, similar to the proposed Project, impacts with respect to transportation under Design Option B would be less than significant with mitigation.

Finding

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Because the environmental impacts for Design Option B are generally similar to those identified for the Project, Metro finds that the findings identified throughout this document are applicable to both the Project and to Design Option B. Metro finds that inclusion of the same mitigation measures identified for the Project (with adjustments to Mitigation Measure MM-TRA-A as identified above) would also avoid or substantially lessen the potentially significant environmental effects of Design Option B on the environment, with the exception of construction noise and vibration (human annoyance) (which would remain significant and unavoidable under Design Option B, even after mitigation).

3.2.3 Design Option C

In response to stakeholder feedback, the Project Sponsor developed Design Option C, which consists of a 35-foot overall height increase at the Chinatown/State Park Station to allow cabins to enter and exit the station along Spring Street at a higher level.

Compared to the proposed Project, Design Option C has the potential to reduce passenger experience due to the height increase of the Chinatown/State Park Station under Design Option C, which also results in the boarding platform being raised, requiring additional vertical circulation to access and ascend the platform.

Project Components

The taller station would require drill piles that are 100 feet deep, which is 20 feet deeper than the drill piles for the proposed Project. In addition, the pile cap thickness would increase from six feet to eight feet, and the maximum depth of excavation would increase by two feet. This would result in an additional 717 CY increase in the amount of excavation and a 1,396 CY increase in the amount of materials exported. Due to these changes, construction would be extended by approximately eight weeks, which would extend the closure of the small portion of the State Park that would be closed during the construction period. All other construction and operational features remain the same as the proposed Project.

Impacts

Design Option C Project components do not materially differ in location, building material, or construction technique from the proposed Project. Therefore, Design Option C would have similar impacts to the proposed Project in the following CEQA impact areas: Agriculture and Forestry Resources; Biological Resources; Cultural Resources; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use and Planning; Mineral Resources; Noise; Population and Housing; Public Services; Transportation; Tribal Cultural Resources; Utilities and Service Systems; and Wildfire. Any mitigation measures required for the respective proposed Project component would also be required for those of Design Option C. Under Design Option C, there is potential for variations in impacts to Aesthetics, Air Quality, Energy, Geology/Soils, Greenhouse Gas Emissions, and Recreation. The CEQA impact areas that may differ from the proposed Project are discussed in detail in Section 6.4, Design Option C, of the Draft EIR and summarized below.

Aesthetics

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Potential impacts to aesthetics arising from Design Option C are associated with a 35-foot overall height increase at the Chinatown/State Park Station. The analysis indicates that the height of the new station under Design Option C appears slightly higher than the heights of other existing development in Chinatown and the height of the new station makes it more noticeable in the skyline compared to the proposed Project and existing development. In addition, the proposed cables and cabins would also be higher in this area due to the increased height of the Chinatown/State Park Station under Design Option C.

Construction activities would be temporary and would not result in a substantial adverse effect on a scenic vista. As such, the proposed height increase at the Chinatown/State Park Station under Design Option C would not impact scenic vistas, or scenic resources within a state scenic highway. While the height increase would represent a visual change, it would not substantially diminish the broad scenic view or views of prominent visual features, and would not conflict with applicable zoning or other regulations governing scenic quality. The increased height of the Chinatown/State Park Station under Design Option C would not introduce new sources or light and glare, and no impacts with respect to light and glare would occur due to the increased height.

However, the increased height of the Chinatown/State Park Station under Design Option C could result in additional shading. shadow impacts from the Chinatown/State Park Station under Design Option C would be less than significant. Therefore, similar to the proposed Project, impacts with respect to aesthetics for the Chinatown/State Park Station under Design Option C would be less than significant.

Air Quality

Potential impacts to air quality arising from Design Option C are associated with an extended construction schedule. Design Option C would add approximately eight additional weeks of construction at Chinatown/State Park Station for a total of 97 weeks of construction, as compared to the 89 weeks of construction for the proposed Project. As such, Design Option C would generate increased criteria pollutant emissions during construction compared to the proposed Project. Construction emissions of the proposed Project, as covered in Section 3.1, Air Quality, would be well below applicable South Coast Air Quality Management District (SCAQMD) mass daily significance thresholds and localized significant thresholds (LSTs) for all criteria pollutants. The additional construction under Design Option C would result in an increase in construction emissions; however, the increase would be minimal, as Design Option C would only add an additional eight weeks of construction at Chinatown/State Park Station. As such, the additional construction duration of Chinatown/State Park Station under Design Option C would not contribute to an increase in construction emissions to a level that would exceed SCAQMD mass daily significance thresholds and LSTs for all criteria pollutants, as the construction emissions calculated for the proposed Project are well below significance thresholds. Therefore, construction emissions under Design Option C would still remain below significance thresholds.

Energy

Potential impacts to energy arising from Design Option C are associated with an extended construction schedule. Design Option C would add approximately eight additional weeks of

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construction at Chinatown/State Park Station for a total of 97 weeks of construction, as compared to the 89 weeks of construction for the proposed Project. As such, the demand for electricity, fuel, and natural gas would increase during construction activities in comparison to the proposed Project. However, similar to the proposed Project, the demand for energy during construction would be temporary, and in some cases, would supplant electricity otherwise provided by another energy source, such as diesel generators. Therefore, similar to the proposed Project, impacts with respect to energy resources for the Chinatown/State Park Station under Design Option C would be less than significant.

Geology and Soils

Design Option C includes drill piles that are 100 feet deep, 20-feet deeper than the drill piles for the proposed Project. Bedrock in the vicinity of the proposed Project alignment lies beneath the alluvium at a depth of approximately 25 to 50 feet below the ground surface. Design Option C would have a maximum drilled pile depth of 100 feet, which would be deeper than the Chinatown/State Park Station under the proposed Project; however, it would not exceed the deepest of the drilled pile depths analyzed across the Project alignment.

Like the proposed Project, Design Option C would have the potential to impact geology and soils, including impacts related to lateral spreading, subsidence, liquefaction, collapse during grading and construction, expansive soils and soil corrosivity, differential settlement, other potential ground failures induced by the station, and paleontological resources. Mitigation Measures **MM-GEO-A** (prepared a site-specific final geotechnical report) and **MM-GEO-B** (prepare a paleontological resource monitoring and mitigation plan (PRMMP)) would also be implemented and potential impacts associated with geology and soils would be reduced to a level that is less than significant. Similar to the proposed Project, impacts with respect to geology and soils for the Chinatown/State Park Station under Design Option C would be less than significant with mitigation.

Greenhouse Gas Emissions

Potential impacts to greenhouse gas emissions arising from Design Option C are associated with an extended construction schedule. Design Option C would result in an increase in the duration of construction due to increased excavation at Chinatown/State Park Station and would add approximately eight additional weeks of construction at Chinatown/State Park Station for a total of 97 weeks of construction, as compared to the 89 weeks of construction for the proposed Project. As such, construction of Design Option C would increase GHG emissions compared to the proposed Project. The additional construction under Design Option C would result in an increase in GHG emissions; however, the increase would be minimal, as Design Option C would only add an additional eight weeks of construction at Chinatown/State Park Station. As such, the additional construction duration at Chinatown/State Park Station under Design Option C would not contribute to an increase in GHG emissions to a level that would exceed existing conditions, as the net GHG emissions calculated for the proposed Project are well below significance thresholds. As such, GHG emissions during construction under Design Option C would still result in a decrease from existing conditions and below significance thresholds. Therefore, similar to the

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proposed Project, impacts with respect to GHG emissions for the Chinatown/State Park Station under Design Option C would be less than significant.

Recreation

Potential impacts to recreation arising from Design Option C are associated with a temporary park closure during construction. The proposed Project would require the closure of approximately 1.59 acres of the southern entrance to Los Angeles State Historic Park during construction and the southernmost corner and western edge during cable installation. Design Option C would extend the duration of construction at this location by eight weeks, therefore resulting in a longer closure of this small portion of the park. However, as with the proposed Project, construction of the Chinatown/State Park Station under Design Option C would not include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment and would not result in adverse physical impacts associated with physically altering a government facility (i.e., parks). Therefore, similar to the proposed Project, impacts with respect to parks and recreational facilities for the Chinatown/State Park Station under Design Option C would be less than significant.

Finding

Because the environmental impacts for Design Option C are generally similar to those identified for the Project, Metro finds that the findings identified throughout this document are applicable to both the Project and to Design Option C. Metro finds that inclusion of the same mitigation measures identified for the Project would also avoid or substantially lessen the potentially significant environmental effects of Design Option C on the environment, with the exception of construction noise and vibration (human annoyance) (which would remain significant and unavoidable under Design Option C, even after mitigation).

3.2.4 Use Option D

In response to stakeholder feedback, the Project Sponsor developed Use Option D, which includes substituting a non-passenger junction for the Chinatown/State Park Station. No other project changes are proposed under Use Option D, and all other construction and operational features would be the same, or similar to, the proposed Project. Use Option D would have the same location, height, width, length, and architectural finish as the proposed Project.

Several comments on the Notice of Preparation requested an intermediate station closer to Chinatown to be located at the current Metro L (Gold) Line station to bring business into the commercial area and to offer another travel mode choice so as to alleviate parking problems in the area. It is also anticipated that approximately 15 percent of passengers would access the Chinatown/State Park Station under the proposed Project on game days or during events at the Los Angeles State Historic Park. However, under Use Option D, no station access would be provided to the core of Chinatown, the Mission Junction neighborhood, or the Los Angeles State Historic Park. Further, the Chinatown/State Park Station as a non-passenger junction under Use Option D would not enhance transit access to surrounding communities, including the Park, Chinatown, Mission Junction including William Mead Homes, Los Angeles River, and

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North Broadway. As such, if the Chinatown/State Park Station were to operate as a non-passenger junction under Use Option D, it would not provide transit benefits to the public.

Components

Use Option D would have the same location, height, width, length, and architectural finish as the proposed Project. As Use Option D would substitute Chinatown/State Park Station with a junction, certain passenger features would not be included. Use Option D would not include a mezzanine for passengers and would not include vertical circulation elements for passengers. Stairs and other elements required for the service and maintenance of the junction would remain the same as the proposed Project. All other construction and operational features remain the same as the proposed Project.

Impacts

The Use Option D Project component does not materially differ in location, building material, construction duration, or construction technique. Use Option D would have less than or similar impacts to the proposed Project in the following CEQA impact areas: Aesthetics; Agriculture and Forestry Resources; Air Quality; Biological Resources; Cultural Resources; Energy; Geology and Soils; Greenhouse Gas Emissions; Hazards and Hazardous Materials; Hydrology and Water Quality; Mineral Resources; Population and Housing; Public Services; Recreation; Transportation; Tribal Cultural Resources; Utilities and Service Systems; and Wildfire. Any mitigation measures required for the respective proposed Project component would also be required for those of Use Option D. Under Design Option D, there is potential for impacts to Land Use and Planning and Noise. The CEQA impact areas that may differ from the proposed Project are discussed in detail in Section 6.5, Design Option D, of the Draft EIR and summarized below.

Land Use and Planning

Potential impacts to land use and planning arising from Design Option D are associated with a lack of passenger access to the ART system. As there would be no passenger access Design Option D would not meet a majority of the Project's objectives associated with the Chinatown/State Park Station. For example, Use Option D would not provide transit access to the Los Angeles State Historic Park and to nearby neighborhoods and land uses, including Chinatown, Solano Canyon, and the Mission Junction neighborhood. In addition, Use Option D would not provide expanded transit access to parks, including the Los Angeles State Historic Park and the Los Angeles River. Use Option D would also not provide comparable, affordable, and accessible fare opportunities for the community. Use Option D would not provide the same consistency with the Los Angeles State Historic Park General Plan as the proposed Project. While this Use Option would be less consistent, similar to the proposed Project, impacts with respect to Land Use and Planning under Use Option D would be less than significant with implementation of Mitigation Measure **MM-LUP-A**.

Noise

Construction of Use Option D would generate the same type and volume of construction noise as the proposed Project, and the noise generated would affect the same sensitive receptors.

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Mitigation Measure **MM-NOI-A** would continue to be required for Use Option D to reduce construction noise impacts from stationary equipment, and to reduce impacts to the local community related to disturbances from construction noise. Operational noise associated with the proposed junction, cabins, and mechanical equipment would remain under Use Option D. However, compared to the proposed Project, Use Option D would generate fewer noise impacts during operation than the proposed Project, as Use Option D would not include passenger access. As such, operational noise impacts would be reduced under Use Option D when compared to the proposed Project. Therefore, similar to the proposed Project, impacts with respect to operation noise under Use Option D would be less than significant.

Finding

Because the environmental impacts for Use Option D are generally similar to those identified for the Project, Metro finds that the findings identified throughout this document are applicable to both the Project and to Use Option D. Metro finds that inclusion of the same mitigation measures identified for the Project would also avoid or substantially lessen the potentially significant environmental effects of Use Option D on the environment, with the exception of construction noise and vibration (human annoyance) (which would remain significant and unavoidable under Use Option D, even after mitigation).

3.2.5 Design and Use Option E

The Los Angeles State Historic Park proposed an Americans with Disabilities Act (ADA) compliant pedestrian bridge that would gently slope from the central portion of the Los Angeles State Historic Park, an area known as the overlook, over the Metro L (Gold) Line, and up to North Broadway. While the pedestrian bridge is not included as part of the proposed Project, the Draft EIR includes an analysis of the pedestrian bridge for the Los Angeles State Historic Park and the proposed pedestrian bridge remains a standalone Design and Use Option.

The entrance to the pedestrian bridge would be located on the south side of Broadway, east of the intersection of North Broadway and Bishops Road. This connection would provide pedestrian access to neighborhoods and land uses north of Broadway, including this portion of Chinatown, Cathedral High School, the Savoy neighborhood, Elysian Park, and the Solano Canyon neighborhood.

Components

It is estimated that the construction of the pedestrian bridge would require approximately 60 weeks of construction, and could be constructed simultaneously with other Project components. Approximately 700 CY of excavation and 400 CY of material to be exported. Design and Use Option E would include approximately 40 two- to three-foot diameter by 70-foot deep piles. The pedestrian bridge would require the closure of approximately 100,000 sq. ft. (2.3 acres) of the park for construction. In addition, during construction, sidewalk closures would be required along North Broadway for asphalt and re-striping. A new curb extension would also be introduced along the southern edge of North Broadway and parallel parking spaces would also be removed along the roadway.

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Impacts

Because of the nature of Design and Use Option E, the Draft EIR evaluated it for potential impacts to all CEQA impact categories. A more detailed analysis of potential impacts associated with Design and Use Option E is provided in Section 6.6, Design and Use Option E, of the Draft EIR and summarized below.

Aesthetics

The pedestrian bridge would represent a change in views compared to existing conditions. Construction activities would require equipment such as construction barriers and soundwalls, cranes, and other appurtenances that would be visible during much of the construction period. Regardless, there are no designated scenic vistas present or state- or county-designated scenic highways or eligible state scenic highways located in the Project area. As such, Design and Use Option E would not impact scenic vistas, or scenic resources within a state scenic highway.

Design and Use Option E would be consistent with Los Angeles State Historic Park General Plan, as the design of the pedestrian bridge would be consistent with the overall design guidelines and with the Park's vision and educational, recreational, and environmental objectives. As such, Design and Use Option E would not conflict with applicable zoning or other regulations governing scenic quality. Design and Use Option E would not introduce new sources of light or glare, and no impacts with respect to light and glare would occur due the design aesthetic and build materials of the pedestrian bridge. Design and Use Option E would result in creating new shadows. However, the relatively small areas of park walkways and green spaces that would receive shading from the pedestrian bridge would be similar in nature to those from the existing elevated walkway in this area known as the overlook. Accordingly, impacts to aesthetics would be less than significant.

Agriculture and Forestry Resources

As with the proposed Project, Design and Use Option E would not conflict with or cause rezoning of forest land or timberland, result in the loss or conversion of forest land, or result in the conversion of Farmland or forest land to non-agricultural or non-forest uses, as the proposed location of the pedestrian bridge under Design and Use Option E is not in land zoned as agricultural or forest land. Therefore, similar to the proposed Project, impacts with respect to agriculture and forestry resources for the proposed pedestrian bridge under Design and Use Option E would be less than significant.

Air Quality

Design and Use Option E would result in construction of an additional Project component in comparison to the proposed Project. The proposed pedestrian bridge under Design and Use Option E would take approximately 60 weeks (15 months) to construct, and could be constructed simultaneously with other Project components. While the proposed pedestrian bridge under Design and Use Option E would increase construction activities on the Project site, daily construction activities would be similar to those under the proposed Project. The construction emissions from the proposed Project would be well below applicable South Coast Air Quality

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Management District (SCAQMD) mass daily significance thresholds and localized significant thresholds (LSTs) for all criteria pollutants. The additional construction footprint and construction equipment under Design and Use Option E would result in an increase in construction emissions. However, the additional construction of the proposed pedestrian bridge under Design and Use Option E would not contribute an increase in construction emissions to a level that would exceed SCAQMD mass daily significance thresholds and LSTs for all criteria pollutants, as the construction emissions calculated for the proposed Project are well below significance thresholds. Construction emissions under Design and Use Option E would also remain below significance thresholds. Operational impacts would remain the same as the proposed Project. Therefore, similar to the proposed Project, impacts with respect to air quality for the proposed pedestrian bridge under Design and Use Option E would be less than significant.

Biological Resources

Design and Use Option E would result in additional construction and disturbance in Los Angeles State Historic Park. The Los Angeles State Historic Park contains ornamental shrubs, herbaceous vegetation, and various trees, which may need to be removed as part of Design and Use Option E. The section of the Park where the proposed pedestrian bridge would be constructed was not included in the tree inventory report prepared for the proposed Project. This section of the Park is mainly comprised of lawn, paved and stone walking paths, and ornamental landscaping of trees and shrubs. Similar to the proposed Project, any trees removed during construction would be required to be replaced in accordance with the City's Native Tree Protection Ordinance and the City's Street Tree Policy. Additionally, the removal of trees located on State Park property would require special permit approval of the California Department of Parks and Recreation. No active raptor nests or songbird nests were detected during surveys, and no natural plant communities exist within the area. However, there is potentially suitable tree roosting habitat within the vicinity of the proposed pedestrian bridge. Similar to the proposed Project, Design and Use Option E would implement Mitigation Measures **MM-BIO-A** and **MM-BIO-B**. Therefore, similar to the proposed Project, impacts with respect to biological resources for the proposed pedestrian bridge under Design and Use Option E would be less than significant with mitigation.

Cultural Resources

Construction of the proposed pedestrian bridge under Design and Use Option E would not impact designated and non-designated eligible historical resources either through direct physical effects or through indirect affects to the area surrounding a resource, as the proposed pedestrian bridge would not be located in the proximity of any historical resources. However, Design and Use Option E would result in additional construction and disturbance in Los Angeles State Historic Park. Grading and development would have the potential to result in additional impacts to cultural resources due to excavation for the proposed pedestrian bridge. Construction-related ground disturbing activities associated with Design and Use Option E could lead to the discovery of previously unknown archaeological resources and human remains. The proposed pedestrian bridge (including the staging area) would be located within Los Angeles State Historic Park, which is considered an archaeological site due to the presence of sub-surface remnants from over 100 years of use as a railroad facility. As such, impacts related to construction of Design and Use Option E could be potentially significant if an unknown archaeological resource is identified during

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construction. Similar to the proposed Project, to mitigate the impacts of an inadvertent discovery of the resources known to exist in the resource boundary, Mitigation Measure **MM-CUL-E** would be required. In addition, Mitigation Measures **MM-CUL-A** and **MM-CUL-B** would also be implemented in order to reduce any potential impacts to archaeological resources and human remains. Further, compliance with existing regulations, including California Health and Safety Code section 7050.5 and Public Resources Code section 5097.98, would also protect human remains. Therefore, similar to the proposed Project, impacts with respect to cultural resources for the proposed pedestrian bridge under Design and Use Option E would be less than significant with mitigation.

Energy

Design and Use Option E would result in construction of an additional Project component. As such, the demand for electricity, fuel, and natural gas would increase to construct this Project component. Similar to the proposed Project, the demand for energy during construction would be temporary, and in some cases would supplant electricity otherwise provided by another energy source, such as diesel generators. Construction activities would also comply with state requirements designed to minimize idling and associated emissions, which also minimizes the use of fuel. In addition, while Design and Use Option E would result in a minimal increase in natural gas use during construction when compared to the proposed Project, this would be considered negligible when evaluated on a local and regional scale and would not adversely impact local or regional energy supplies or not require additional capacity. Overall, the temporary energy consumption associated with construction would allow for a long-term reduction in energy consumption associated with operations of the proposed Project. Design and Use Option E would not result in operational impacts. Therefore, similar to the proposed Project, impacts with respect to energy resources for the proposed pedestrian bridge under Design and Use Option E would be less than significant.

Geology and Soils

Grading and development that would occur from implementation of Design and Use Option E would result in additional impacts to geology and soils due to additional excavation for the proposed pedestrian bridge. Although on-site seismic conditions and potential hazards would not change relative to the existing conditions, the increase in people and structures that could be subject to such risks would increase due to the addition of the pedestrian bridge, thereby increasing potential impacts.

Under Design and Use Option E, Mitigation Measure **MM-GEO-A**, would still be required. Furthermore, Design and Use Option E would comply with existing laws and regulations, which would be ensured through the City's permitting process. Therefore, similar to the proposed Project, impacts with respect to geology and soils for the proposed pedestrian bridge under Design and Use Option E would be less than significant with mitigation.

Greenhouse Gas Emissions

Design and Use Option E would result in construction of an additional Project component. As such, construction of Design and Use Option E would increase GHG emissions. However, the

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proposed Project would result in an overall decrease from existing conditions by 6,375 MT CO₂e/yr. The additional construction activities would be minimal, as Design and Use Option E only includes construction of a pedestrian bridge, and would not utilize heavy construction equipment that would generate a significant increase in GHG emissions compared to the proposed Project. The additional construction duration for the proposed pedestrian bridge under Design and Use Option E would not contribute to an increase in GHG emissions to a level that would exceed existing conditions, as the net GHG emissions calculated for the proposed Project are well below significance thresholds. As such, GHG emissions during construction under Design and Use Option E would still result in a decrease from existing conditions and below significance thresholds. In addition, Design and Use Option E would provide additional pedestrian connectivity that would be consistent with local, regional, and statewide policies to reduce traffic, air pollution, and GHGs by reducing VMT. Further, Design and Use Option E would remain consistent with all applicable GHG reduction plans, policies, and regulations. Therefore, similar to the proposed Project, impacts with respect to GHG emissions for the proposed pedestrian bridge under Design and Use Option E would be less than significant.

Hazards and Hazardous Materials

The Los Angeles State Historic Park property is listed in multiple hazardous materials database listings as the site was formerly used as the Southern Pacific (now Union Pacific) Company's freight yards, which included transfer station and storage yard activities. The site is subject to soil removal action under DTSC and groundwater monitoring at the request of the Regional Water Quality Control Board. Concentrations of benzene and ethylbenzene were detected above their respective California maximum contaminant levels in well BMW-4, which is located upgradient of the proposed pedestrian bridge location. Although not anticipated, residual contamination may be encountered during excavation and construction activities. Under Design and Use Option E, Mitigation Measure **MM-HAZ-A**, which requires preparation of a Soil and Groundwater Management Plan prior to any re-grading, decommissioning, or construction activities, would be required. Implementation of Mitigation Measure **MM-HAZ-A** will specify methods for handling and disposal in the event contaminated groundwater is encountered during construction of Design and Use Option E. Therefore, similar to the proposed Project, impacts with respect to hazards and hazardous materials for the proposed pedestrian bridge under Design and Use Option E would be less than significant with mitigation.

Hydrology and Water Quality

Groundwater levels range from 27 to 35 feet below ground surface in the vicinity of the Los Angeles State Historic Park. It is estimated that the foundations for Design and Use Option E would be located at a depth of approximately 10 feet, with piles drilled to approximately 70 feet. Based on these anticipated depths to groundwater, it is considered unlikely groundwater will be encountered during construction of Design and Use Option E, however, removal of nuisance water that seeps into boreholes during construction may be required for the pile installations. In addition, uncontrolled erosion and discharge of sediments and other potential pollutants during construction could result in adverse effects to water quality, violating water quality standards and waste discharge requirements. As with the proposed Project, Design and Use Option E would be required to comply with all applicable water quality protection laws and regulations, as well as

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commonly utilized industry standards. In addition, as with the proposed Project, Design and Use Option E would comply with the Construction General Permit in effect at the time of construction. Additionally, Design and Use Option E would be incorporated into the construction Stormwater Pollution Prevention Plan (SWPPP) which would be required as part of the proposed Project.

Design and Use Option E would increase the amount of impervious surface at the site. The proposed Project would create 27,861 square feet of new impervious surface. Design and Use Option E would create an additional 6,617 square feet of impervious surface. However, the actual footprint of Design and Use Option E at the ground level would be less than the total amount of existing impervious surface area. The footprint of Design and Use Option E is nominal when compared to the area of the groundwater basin.

Since Design and Use Option E is located immediately adjacent to the proposed Project, the analysis of flood hazards, tsunamis, or seiche zones completed for the proposed Project is applicable to the pedestrian bridge.

With adherence to applicable federal state, regional, and local laws and regulations, including compliance with applicable stormwater permits, wastewater permits, and other water quality regulations, construction and operation of Design and Use Option E would result in less than significant impacts to hydrology and water quality.

Land Use and Planning

Similar to the proposed Project, construction of the Los Angeles State Historic Park pedestrian bridge would be consistent with the Los Angeles State Historic Park General Plan. Although the pedestrian bridge would be consistent with the Los Angeles State Historic Park General Plan, State Parks has determined that the proposed Project would be inconsistent with the Los Angeles State Historic Park General Plan because the identified land uses in the General Plan's Preferred Park Concept Elements did not contemplate a transit station like the proposed Project's Chinatown/State Park Station. State Parks considers this inconsistency a potentially significant impact. Mitigation Measure **MM-LUP-A** would be implemented to require the proposed Project to obtain a LASHP General Plan Amendment, which would reduce this impact to less than significant.

Similar to construction of the Broadway Junction component of the proposed Project, construction of Design and Use Option E would require both partial and full closures of North Broadway during construction. Although established communities would not be physically divided during construction, these closures would temporarily disrupt vehicular, bicycle, and pedestrian access to through traffic and cross streets at these locations. The closures would be temporary and would only occur during the construction phase. Additionally, as available, closures would only occur during construction hours and some travel lanes would be restored during non-construction hours. Though these temporary closures during construction would disrupt vehicular, pedestrian, and bicycle access within and between communities, there would be a variety of options available for connections and access within the Project area. The provision of pedestrian detours during certain phases of construction would allow for continued pedestrian access within the Project area. These communities will remain accessible from other surrounding streets and these closures would not

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physically divide these communities. Therefore, similar to the proposed Project, impacts with respect to land use and planning for the proposed pedestrian bridge under Design and Use Option E would be less than significant.

Mineral Resources

The additional grading and development that would occur from implementation of Design and Use Option E would have the potential to uncover mineral resources due to additional excavation for the proposed pedestrian bridge. However, similar to the proposed Project, the proposed pedestrian bridge under Design and Use Option E would also be located within an area designated as MRZ-3, which includes areas containing mineral deposits, the significance of which cannot be evaluated from available data. As such, the proposed pedestrian bridge under Design and Use Option E would not result in a loss of availability of known mineral resources; result in the extraction of these resources; or further preclude the extraction of such resources. Therefore, similar to the proposed Project, impacts with respect to mineral resources for the proposed pedestrian bridge under Design and Use Option E would not occur.

Noise

Design and Use Option E would result in construction of an additional Project component in comparison to the proposed Project. As such, construction noise would increase in the area of the proposed pedestrian bridge within Los Angeles State Historic Park. Construction of the proposed pedestrian bridge would generate the same type and volume of construction noise as the proposed Project, and the noise generated would affect the same sensitive receptors in the vicinity of the Los Angeles State Historic Park and Broadway Junction. Mitigation Measure **MM-NOI-A** would be required to reduce construction noise impacts from stationary equipment, and to reduce impacts to the local community related to disturbances from construction noise. Similar to the proposed Project, impacts with respect to noise under Design and Use Option E would be significant and unavoidable, even with mitigation.

The proposed pedestrian bridge would not generate noise impacts during operation except for those similar to existing Park users such as pedestrian and bicyclists. Therefore, similar to the Project, impacts with respect to operational noise under Design and Use Option E would be less than significant.

Population and Housing

Design and Use Option E does not introduce new housing units. As such, it would not result in a direct population increase from construction of new homes. Additionally, construction workers needed during any construction phase would likely come from the labor force within the region and no substantial influx of new workers would be needed. Therefore, construction employment generated by Design and Use Option E would not impact population. Similarly, workers needed for the operation and maintenance of the pedestrian bridge would likely come from the labor force within the region and no substantial influx of new workers would be needed. As such, operation employment generated by Design and Use Option E would not impact population in the heavily populated Los Angeles region. Therefore, similar to the Project, impacts with respect to population and housing under Design and Use Option E would be less than significant.

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Recreation

The proposed Project would require the closure of approximately 1.59 acres of the southern entrance to Los Angeles State Historic Park and the southernmost corner and western edge during cable installation. Design and Use Option E would require the closure of approximately 2.3 acres of the Park, in an area known as the overlook, which would be temporarily fenced off for approximately 60 weeks for construction of the pedestrian bridge. As such, Design and Use Option E would add additional construction within the park and would result in closures to additional areas of the park, which has the potential to discourage patrons from using the park, disrupt events occurring at the park, or increase the use of the open portions of the park. However, similar to the proposed Project, patrons would still be able to access approximately 28 acres of the 32-acre Los Angeles State Historic Park during construction activities within the park, and it is not anticipated that construction activities in one area of the park would increase the use in other areas of the park such that substantial physical deterioration of the facility could occur.

Design and Use Option E would be consistent with Guidelines Access 3 and Access 4 of the Los Angeles State Historic Park General Plan. Therefore, similar to the proposed Project, impacts with respect to parks and recreational facilities for the proposed pedestrian bridge under Design and Use Option E would be less than significant.

Public Services

Construction of Design and Use Option E would result in similar temporary lane closures as the proposed Project. Emergency response times to both Police and Fire services could be impacted. However, a Construction Traffic Management Plan, as outlined in Mitigation Measure **MM-TRA-B** would also be required to ensure adequate emergency access is maintained in and around the Project alignment and component sites throughout all construction activities.

There are four schools located within the Project Study Area. Construction of Design and Use Option E could result in temporary impacts related to dust, noise, and lane closures, that may indirectly impact Cathedral High School. However, given the temporary impacts associated with construction of the pedestrian bridge, Design and Use Option E would not require the provision of new or physical altered governmental facilities in order to maintain acceptable performance objectives for schools. It is not anticipated that the other three schools within the Project Study Area would be substantially impacted by construction of Design and Use Option E due to the distance of the schools from the pedestrian bridge.

Regarding other public facilities, while temporary lane closures during construction would increase traffic volumes on detour routes, which could increase traffic congestion on those routes, Design and Use Option E, like the Project alignment, is located in an established urban area that is well-served by the surrounding roadway network. Mitigation Measure **MM-TRA-B** would be required to ensure adequate emergency access is maintained in and around the Project alignment and component sites throughout all construction activities. In addition, it is not anticipated that construction of Design and Use Option E would result in an increase in demand for libraries, senior centers, homeless bridge housing facilities, or childcare services.

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Therefore, similar to the Project, impacts with respect to public services under Design and Use Option E would be less than significant with mitigation.

Transportation

As with the proposed Project, the pedestrian bridge under Design and Use Option E would support multimodal transportation options and a reduction in VMT. Construction of the pedestrian bridge under Design and Use Option E would result in construction of an additional Project component in comparison to the proposed Project. However, due to the temporary nature of construction traffic associated with Design and Use Option E, which could be constructed simultaneously with other Project components, a substantial increase in VMT would not be anticipated to result from construction. In addition, similar to the proposed Project, Design and Use Option E would provide additional pedestrian connections, and would result in an overall reduction in VMT, resulting in a beneficial effect on the environment. Construction of Design and Use Option E would require partial and full lane and sidewalk closures on North Broadway near its intersection with Bishops Road. As with the proposed Project, construction worksites would be fenced, and lane closures and associated lane tapers, temporary advance warning signs, detour signs, etc., would be implemented. Design and Use Option E would also implement Mitigation Measure **MM-TRA-B**. Therefore, similar to the proposed Project, impacts with respect to transportation under Design and Use Option E would be less than significant with mitigation.

Tribal Cultural Resources

Tribal Cultural Resources, archival research for the Area of Direct Impacts resulted in the identification of one multi-component (prehistoric and historic) site, Resource 19-001575. However, this resource is located near the Los Angeles Union Station and not near the pedestrian bridge under Design and Use Option E. No other tribal cultural resources with significance to a California Native American tribe have been identified through archival research or AB 52 consultation. However, ground disturbing activities have the potential to reveal additional unidentified subsurface deposits of prehistoric and historic-age, and Native American burials. Mitigation Measure **MM-TCR-A** would require a Native American monitor to be present during ground disturbing activities and would include procedures in the event of unanticipated discovery. With implementation of Mitigation Measure **MM-TCR-A**, impacts would be less than significant.

Utilities and Service Systems

Existing utilities in the area of the pedestrian bridge under Design and Use Option E consist of irrigation valves and lines and low voltage electrical pull boxes. Therefore, minimal utility relocation may be required for the construction of Design and Use Option E. Construction of Design and Use Option E would have sufficient water supply. The existing water supply sources are adequate to meet the demands for LADWP's service area and construction of Design and Use Option E would not increase water usage that would exceed the current supply. Little to no water would be needed for operation of Design and Use Option E. Construction activities associated with Design and Use Option E would not result in substantial discharges of wastewater to the City's sewer collection system. Although construction activities would generate potential sources of wastewater such as nuisance water that may seep into boreholes during construction, the water removed from the boreholes would be containerized and analyzed consistent with

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existing applicable regulations to determine the proper disposal method. Adherence to existing regulations would require treatment of water prior to discharge. Little to no wastewater would be generated for operation of Design and Use Option E. Design and Use Option E, in combination with the proposed Project, would generate less than one percent of the capacity of the landfill; as such, the Sunshine Canyon Landfill would adequately accommodate the anticipated amount of solid waste generated for the Design and Use Option E. Solid waste would not be generated in excess of state or local standards or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Design and Use Option E would comply with federal, state, and local reduction strategies and regulations related to solid waste. Little to no solid waste would be generated for operation of Design and Use Option E. Therefore, impacts with respect to utilities and service systems under Design and Use Option E would be less than significant.

Wildfire

Unlike the proposed Project, which includes components located in an identified Very High Fire Hazard Severity Zone, Design and Use Option E would not be constructed in a Very High Fire Hazard Severity Zone. Although Design and Use Option E would be constructed within the Los Angeles State Historic Park, the vegetation in the park is landscaped and maintained and would not provide fuel for wildfires. Construction activities associated with Design and Use Option E would not exacerbate wildfire, expose people to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire, require the installation or maintenance of infrastructure that may exacerbate fire risk, or expose people or structures to risks as a result of runoff, post-fire slope instability, or drainage changes beyond existing conditions.

Under Design and Use Option E, construction of the pedestrian bridge would require lane closures on North Broadway. Fire lanes provided during the construction phase of Design and Use Option E would be designated and designed for fire and emergency team access pursuant to Section 503 of the Los Angeles Fire Code.

Therefore, similar to the proposed Project, impacts with respect to wildfire under Design and Use Option E would be less than significant.

Finding

Because the environmental impacts for Design and Use Option E are generally similar to those identified for the Project, Metro finds that the findings identified throughout this document are applicable to both the Project and to Design and Use Option E. Metro finds that inclusion of the same mitigation measures identified for the Project would also avoid or substantially lessen the potentially significant environmental effects of Design and Use Option E on the environment, with the exception of construction noise and vibration (human annoyance) (which would remain significant and unavoidable under Design and Use Option E, even after mitigation).

3.3 PROJECT PURPOSE AND OBJECTIVES

The overall purpose of the Project is to provide a direct transit connection between LAUS and the Dodger Stadium property via an aerial gondola system and improve connectivity for the surrounding communities by linking to the Los Angeles State Historic Park, Elysian Park, and the neighborhoods along the proposed alignment and the region's rapidly growing regional transit system at LAUS. ART is a proven, zero emission, safe, sustainable, high-capacity, and highly efficient form of transportation that would function as both a reliable rapid transit system and first/last mile connector. The Project would operate daily to serve existing residents, workers, park users, and visitors to Los Angeles. As discussed in Section 2.3.8, Project Objectives, of the Draft EIR, the Project objectives are as follows:

- Expand mobility options for transit riders through a direct connection between LAUS and Dodger Stadium, a regional event center.
- Attract new transit riders to the Metro system through a unique experience of an aerial transit system connecting to Dodger Stadium.
- Improve the Dodger Stadium visitor experience by providing efficient, high-capacity, and faster alternative access to Dodger Stadium.
- Enhance safety of neighborhoods adjacent to Dodger Stadium by reducing the number of vehicles in the area.
- Reduce transportation related pollution and greenhouse gas (GHG) emissions as a result of reduced vehicular congestion in and around Dodger Stadium, on neighborhood streets, arterial roadways, and freeways during game and special event days.
- Increase connectivity of people to the region's public transportation hub at LAUS and the Dodger Stadium property.
- Improve transit rider experience by providing unique scenic views of the Los Angeles area to ART passengers and Dodger fans.
- Bring a world class aerial transit system to the Los Angeles area.
- Enhance community connectivity by providing first/last mile transit and pedestrian access to areas that have historically been underserved, including the Los Angeles State Historic Park and Elysian Park.
- Identify comparable, affordable, and accessible fare opportunities for community and Los Angeles State Historic Park and Elysian Park access.
- Minimize the Project's environmental footprint through the integration of sustainability and environmentally friendly design features into the materials, construction, operations, and maintenance of the Project.

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- Provide a sustainable form of transit by operating the ART system with the use of zero emission electricity with battery storage backup in order to reduce GHG emissions and improve air quality.
- Maximize the Project's alignment along the public ROW and publicly owned property and minimize aerial rights requirements over private properties, taking into account existing and future adjacent land uses.

4. STATUTORY REQUIREMENTS

CEQA (Pub. Resources Code § 21081) and the CEQA Guidelines (14 Cal. Code Regs. § 15091) provide certain findings that the public agency must make before approving or carrying out a project. Specifically, CEQA Guidelines section 15091 requires that (bracketed language added):

- (a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the Project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
1. Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR. ["CEQA Finding 1"]
 2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency. ["CEQA Finding 2"]
 3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR. ["CEQA Finding 3"]
- (b) The findings required by subdivision (a) shall be supported by substantial evidence in the record.
- (c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subdivision (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.
- (d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.

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- (e) The public agency shall specify the location and custodian of the documents or other material which constitute the record of the proceedings upon which its decision is based.
- (f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to avoid or mitigate significant environmental impacts that would otherwise occur with implementation of the Project.

For those significant impacts that cannot be mitigated to less than significant levels, the lead agency is required to find that specific overriding economic, legal, social, technological, or other benefits of the Project outweigh the significant impacts on the environment. CEQA Guidelines section 15093(a) states that, "If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed Project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered 'acceptable.'" If the adverse environmental effects are considered acceptable the lead agency is required to prepare a Statement of Overriding Considerations.

4.1 RECORD OF PROCEEDINGS

For purposes of CEQA and the findings set forth herein, the record of proceedings for Metro's decision on the Project consists of: (a) matters of common knowledge to Metro, including, but not limited to, federal, State, and local laws and regulations; and (b) the following documents which are in the custody of Metro, One Gateway Plaza, Records Management, MS 99-PL-5, Los Angeles, CA 90012:

- Notice of Preparation and other public notices issued by Metro in conjunction with the Project;
- The Draft EIR dated October 2022, including all associated appendices and documents that were incorporated by reference;
- All testimony, documentary evidence, and all correspondence submitted in response to the Project during the scoping meetings or by agencies or members of the public during the public comment period on the Draft EIR, and responses to those comments (Section 6.0, Responses to Comments, of the Final EIR);
- The Final EIR dated December 2023 including all associated appendices and documents that were incorporated by reference;
- The MMRP (Section 7.0 of the Final EIR);
- Errata;
- All findings and resolutions adopted by Metro in connection with the Project, and all documents cited or referred to therein;

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- All final technical reports and addenda, studies, memoranda, maps, correspondence, and all planning documents prepared by Metro or the consultants relating to the Project;
- All documents submitted to Metro by agencies or members of the public in connection with development of the Project;
- All actions of Metro with respect to the Project; and
- Any other materials required by Public Resources Code section 21167.6(e) to be in the record of proceedings.

5. ENVIRONMENTAL IMPACTS FOUND TO BE SIGNIFICANT AND UNAVOIDABLE

5.1 NOISE

As discussed in Section 3.13, Noise, of the Draft EIR, the Project would have significant impacts related to noise with respect to the following significance thresholds:

- Would the Project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?
- Would the Project result in generation of excessive ground-borne vibration or ground-borne noise levels?

Threshold. *Increased Ambient Noise Levels (Construction):* As discussed in Section 3.13.5.1, Construction Noise, of the Draft EIR, temporary noise impacts from on-site Project construction would be significant and unavoidable. Noise impacts from Project construction activities would be a function of the noise generated by construction equipment, the location of the equipment, the timing and duration of the noise-generating construction activities, and the relative distance to noise-sensitive receptors. Each phase of construction would involve the use of various types of construction equipment and would, therefore, have its own distinct noise characteristics. Construction noise levels would fluctuate throughout a given workday as construction equipment moves within the various Project component construction sites.

A construction noise impact analysis was conducted for each Project component during selected worst-case construction phases, evaluating all noise sensitive receptors (NSRs) within approximately 500 feet of each Project component site. Metro applies the Federal Transit Administration (FTA) impact assessment criteria for both noise and vibration. The City of Los Angeles utilizes thresholds from the City's 2006 L.A. CEQA Thresholds Guide and the LAMC for noise, which are generally not utilized by Metro, but were included for purposes of the Draft EIR's analysis. Construction activities at Dodger Stadium Station and the Mesa Laydown lot would not result in on-site construction noise impacts to sensitive receptors under the L.A. CEQA Thresholds Guide or FTA Manual thresholds, but would result in a significant impact under the

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LAMC threshold which sets a maximum noise level for construction equipment of 75 dBA at 50 feet.

Mitigation Measure **MM-NOI-A** would reduce construction noise impacts through the use of noise barriers, maintenance of equipment, avoidance of unnecessary equipment idling, the use of electrical equipment where practicable, and locating equipment as far from noise-sensitive receptors to the extent feasible. Noise barriers were designed and placed in collaboration with the construction contractor based on the location of noise producing equipment in relation to the sensitive receptors, as well as the physical constraints of the Project site and the Project phase. These barriers would reduce noise levels to the extent that construction activities are shielded (i.e., below the height of sound barriers) or not within line-of-sight of noise-sensitive receptors (e.g., upper stories of residential buildings). However, because construction of stations and towers at different phases will occur at elevations above the tops of sound barriers or in some cases within line-of-sight of noise-sensitive receptors, even with implementation of these measures, significant impacts from noise levels due to construction activities would remain. For the LAMC analysis, with implementation of Mitigation Measure **MM-NOI-A**, construction equipment would generate noise greater than 75 dBA at a distance of 50 feet, resulting in a significant and unavoidable impact for all construction phases. The noise levels generated at specific sensitive receptors by construction phase with mitigation are provided in Table 3.13-17 of the Draft EIR. In addition, for the L.A. CEQA Thresholds Guide analysis and the FTA Manual analysis, the significant impacts would remain at the following locations:

► *Alameda Station*

L.A. CEQA Thresholds Guide

With implementation of Mitigation Measure **MM-NOI-A**, the construction noise impact at NSR 1B (First 5 LA) would be reduced to less than significant. Implementation of Mitigation Measure NOI-A would be required to minimize the impact at NSR 1A (Los Angeles Union Station), NSR 2 (El Pueblo) and NSR 3 (Mozaic Apartments); however, the construction impact at these receptors would remain significant and unavoidable during all construction phases.

FTA Manual

With the implementation of Mitigation Measure **MM-NOI-A**, the construction noise impact during the Foundations and Columns phase at NSR 3 (Mozaic Apartments) would be reduced to less than significant. Implementation of Mitigation Measure NOI-A would be required to minimize the impact at NSR 2 (El Pueblo) and NSR 3 (Mozaic Apartments) during the Structural Steel and Gondola Equipment Erection and the Vertical Circulation, Hardscape, Landscape, and Interior Work phases, as well as the Foundations and Columns phase for NSR 2; however, the construction impact at NSR 2 and NSR 3 would remain significant and unavoidable during these construction phases.

► *Alameda Tower*

L.A. CEQA Thresholds Guide

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Implementation of Mitigation Measure **MM-NOI-A** would be required to minimize the impact at NSR 4 (The California Endowment); however, the construction impact at NSR 4 would remain significant and unavoidable during all construction phases.

▶ *Alpine Tower*

L.A. CEQA Thresholds Guide

With the implementation of Mitigation Measure **MM-NOI-A**, the construction noise impact during the Vertical Circulation, Hardscape, Landscape, and Interior Work phase at NSR 6 (Chinatown Senior Lofts) and NSR 7 (Homeboy Industries) would be reduced to less than significant. Implementation of Mitigation Measure NOI-A would be required to minimize impacts at NSR 5 (Future Residential Development), NSR 6 (Chinatown Senior Lofts), and NSR 7 (Homeboy Industries) during the Foundations and Columns and Structural Steel and Gondola Equipment Erection phases, and the Vertical Circulation, Hardscape, Landscape, and Interior Work phase at NSR 5; however, construction impacts at NSR 5, NSR 6, and NSR 7 would remain significant and unavoidable during these construction phases.

FTA Manual

Implementation of Mitigation Measure **MM-NOI-A** would be required to minimize the impact at NSR 5 (Future Residential Development) during the Foundations and Columns and Structural Steel and Gondola Equipment Erection phases; however, the construction impact would remain significant and unavoidable at NSR 5 during the Foundations and Columns phase.

▶ *Chinatown/State Park Station*

L.A. CEQA Thresholds Guide

Implementation of Mitigation Measure **MM-NOI-A** would be required to minimize impacts during the Foundations and Columns and Structural Steel and Gondola Equipment Erection phases; however, construction impacts at NSR 8 (Future Residential Development), NSR 9 (Blossom Plaza), NSR 10 (Future Residential Development), NSR 11 (Capitol Milling), NSR 12 (Residential Development), and NSR 14S (Los Angeles State Historic Park – South) would remain significant and unavoidable during these construction phases.

FTA Manual

Implementation of Mitigation Measure **MM-NOI-A** would be required to minimize the impact during the Foundations and Columns and the Structural Steel and Gondola Equipment Erection phases at NSR 8 (Future Residential Development); however, the construction impact would remain significant and unavoidable at NSR 8 during these phases.

▶ *Broadway Junction*

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With the implementation of Mitigation Measure **MM-NOI-A**, the construction noise impact at NSR 14N (Los Angeles State Historic Park – North) would be reduced to less than significant during the Vertical Circulation, Hardscape, Landscape, and Interior Work phase; however, construction impacts would remain significant and unavoidable at this receptor during the Demolition, Foundations and Columns, and Structural Steel and Gondola Equipment Erection construction phases.

Implementation of Mitigation Measure **MM-NOI-A** would be required to minimize impacts during all construction phases at NSR 16 (Cathedral High School), NSR 17 N (Low-Rise Residential – North), and NSR 17 S (Low-Rise Residential – South); however, construction impacts at NSR 16, NSR 17N, and NSR 17S would remain significant and unavoidable during all construction phases.

► *Stadium Tower*

L.A. CEQA Thresholds Guide

With the implementation of Mitigation Measure **MM-NOI-A**, the construction noise impact at NSR 16 (Cathedral High School) during the Foundations and Columns phase and NSR 17N (Low-Rise Residential – North) during the Foundations and Columns and Structural Steel and Gondola Equipment Erection phases would be reduced to less than significant.

References Section 3.13, Noise, of the Draft EIR, pages 3.13-31 through 3.13-76, and Appendix M, Noise and Vibration Technical Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

5.1.1 Mitigation Measure

MM-NOI-A: Prepare a Construction Noise Management Plan. Prior to the issuance of grading permits for the proposed Project, the Project Sponsor shall design a Construction Noise Management Plan to minimize the construction-related noise impacts to off-site noise-sensitive receptors. The Construction Noise Management Plan shall include the following measures to reduce noise levels:

- **Noise Barriers:** Temporary construction noise barriers between the Project construction area and affected receptors shall be installed as identified below. The noise barriers shall be designed to have a sound transmission class (STC) rating of at least 25 and should have the ability to provide a range of noise reduction between 5 dBA and 15 dBA when the construction equipment is located below the elevation level of the noise barrier and there is no line-of-sight between the construction equipment and the noise-sensitive receptors. Specific locations and heights for the temporary noise barriers shall include the following by Project components:
 - Alameda Station

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- For the entire duration of construction, the Project shall provide a 24-foot tall temporary noise barrier between the Project construction site and NSR 3 [Mozaic Apartments].
- For the entire duration of construction, the Project shall provide an 8-foot temporary noise barrier between the Project construction site and NSR 1A [Union Station] and NSR 1B [First Five LA].
- During the Foundations and Columns phase, the Project shall provide a 10-foot temporary noise barrier between the Project construction activities occurring within Alameda Street and NSR 1A [Union Station], NSR 1B [First Five LA], NSR 2 [El Pueblo], and NSR 3 [Mozaic Apartments].
- During a portion of the Structural Steel and Gondola Equipment Erection phase and during a portion of the Vertical Circulation, Hardscaping, Landscaping, and Interior Work phase, temporary platforms will be installed to facilitate construction activities. While the temporary platforms are installed, the Project shall provide a 10-foot temporary noise barrier on the temporary platforms between the Project construction site and NSR 3.
- Alameda Tower
 - For the entire duration of construction, the Project shall provide an 8-foot temporary noise barrier between the Project construction site and NSR 4 [The California Endowment].
 - During a portion of the Structural Steel and Gondola Equipment Erection phase, temporary platforms will be installed to facilitate construction activities. While the temporary platforms are installed, the Project shall provide a 10-foot temporary noise barrier on the temporary platforms between the Project construction site and NSR 4.
- Alpine Tower
 - For the entire duration of construction, the Project shall provide an 8-foot temporary noise barrier between the Project construction site and NSR 6 [Chinatown Senior Lofts] and NSR 7 [Homeboy Industries].
 - During a portion of the Structural Steel and Gondola Equipment Erection phase, temporary platforms will be installed to facilitate construction activities. While the temporary platforms are installed, the Project shall provide a 10-foot temporary noise barrier on the temporary platforms between the Project construction site and NSR 6 and NSR 7.

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- NSR 5 [Future Residential] is currently an undeveloped City-owned parking lot and is proposed for future multi-family residential uses. If NSR 5 is occupied by residential units at the time of Project construction, the following noise barriers shall be provided:
 - For the entire duration of construction, the Project shall provide an 8-foot temporary noise barrier between the Project construction site and NSR 5.
 - During the Foundations and Columns and Structural Steel and Gondola Equipment Erection phases, the Project shall provide a 24-foot temporary noise barrier between the Project construction site and occupied residential units at NSR 5 [Future Residential].
 - During a portion of the Structural Steel and Gondola Equipment Erection phase, temporary platforms will be installed to facilitate construction activities. While the temporary platforms are installed, the Project shall provide a 10-foot temporary noise barrier on the temporary platforms between the Project construction site and NSR 5.
- Chinatown/State Park Station
 - For the entire duration of construction, the Project shall provide an 8-foot temporary noise barrier between the Project construction site and NSR 9 [Blossom Plaza], NSR 10 [Future Residential Development], NSR 11 [Capitol Milling], and NSR 14S [Los Angeles State Park]. The noise barrier will include a gate that may be temporarily opened for access during construction hours along Spring Street for construction access.
 - For the entire duration of construction, the Project shall provide a 10-foot temporary noise barrier between the Chinatown / State Park Station and NSR 8 [College Station] and NSR 12 [Future Residential Development].
 - During a portion of the Structural Steel and Gondola Equipment Erection phase, temporary platforms will be installed to facilitate construction activities. While the temporary platforms are installed, the Project shall provide a 10-foot temporary noise barrier on the temporary platforms between the Project construction site and NSR 8, NSR 12, and NSR 14S.
- Broadway Junction
 - For the entire duration of construction, the Project shall provide a 24-foot temporary noise barrier between the Project construction site

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and NSR 13 [Future Development], NSR 14N [Los Angeles State Historic Park], and NSR 17 [Low Rise Residential].

- During the Demolition phase and the Foundations and Columns phase, the Project shall provide a 24-foot temporary noise barrier between the Project construction site and NSR 16 [Cathedral High School].
 - During the Structural Steel and Gondola Equipment Erection phase and the Vertical Circulation, Hardscaping, Landscaping, and Interior Work phase, the Project shall provide an 8-foot temporary noise barrier between the Project construction site and NSR 16 [Cathedral High School]
 - During a portion of the Structural Steel and Gondola Equipment Erection phase and during a portion of the Vertical Circulation, Hardscaping, Landscaping, and Interior Work phase, temporary platforms will be installed to facilitate construction activities. While the temporary platforms are installed, the Project shall provide a 10-foot temporary noise barrier on the temporary platforms between the Project construction site and NSR 13, NSR 14 N, NSR 16, and NSR 17.
- Stadium Tower
 - During the Foundations and Columns phase, the Project shall provide an 8-foot temporary noise barrier between the Project construction site and NSR 16 [Cathedral High School] and NSR 17 [Low Rise Residential].
 - During a portion of the Structural Steel and Gondola Equipment Erection phase, temporary platforms will be installed to facilitate construction activities. While the temporary platforms are installed, the Project shall provide a 10-foot temporary noise barrier on the temporary platforms between Project construction and NSR 16 and NSR 17.
- **Equipment Maintenance:** Construction equipment shall be properly maintained per manufacturers' specifications to prevent noise due to worn or improperly maintained parts and shall be fitted with the best available noise suppression devices (i.e., mufflers, lagging, and/or motor enclosures). All impact tools shall be shrouded or shielded, and all intake and exhaust ports on power equipment shall be muffled or shielded.
 - **Electrical Sources:** When possible, on-site electrical sources shall be used to power equipment rather than diesel generators.
 - **Sensitive Uses:** Fixed and/or stationary equipment (e.g., generators, compressors, concrete mixers) shall be located away from noise-sensitive receptors.

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- **Community Outreach:** The following shall be implemented to reduce impacts to the local community related to disturbances from construction noise:
 - **Noise Disturbance Coordinator:** A noise and vibration disturbance coordinator shall be established. The noise disturbance coordinator shall be responsible for responding to any local complaints about construction noise. The noise and vibration disturbance coordinator shall determine the cause of the complaint (e.g., starting too early, bad muffler, etc.) and shall be required to implement reasonable measures to address the complaint. Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners to contact the job superintendent if necessary. In the event a complaint is received, appropriate corrective actions shall be implemented, and a report of the action provided to the reporting party.
 - **Construction Notice:** The construction contractor shall provide a construction notice to residents within 500 feet of the construction site for each Project component prior to initiation of construction activities. The construction site notice shall include job site address, anticipated equipment to be used and duration of construction activities, permit number, name and phone number of the job superintendent, construction hours, and the City telephone number where violations can be reported. The notice will also include the phone number of the noise disturbance coordinator.
 - **Limit Idling Equipment:** Construction equipment shall not idle for longer than 5 minutes, as required by section 2485 of the California Code of Regulations.

Finding. Although the Project would implement Mitigation Measure **MM-NOI-A**, provided above, for the reasons discussed above, and in the Draft EIR, Metro finds that noise impacts related to Project construction would be significant. No feasible mitigation measures exist to mitigate these impacts. Thus, Metro adopts CEQA Finding 3, as identified in Section 4 above and in Section 15091(a)(3) of the CEQA Guidelines. As described in the Statement of Overriding Considerations, Metro has determined that this temporary impact is acceptable because of specific overriding considerations.

Threshold. *Excessive Ground-borne Vibration (Construction; Human Annoyance):* As discussed in Section 3.13, Noise, of the Draft EIR, temporary vibration impacts from Project construction related to human annoyance would be significant and unavoidable. Potential construction vibration impacts were evaluated for vibration-generating construction equipment that would be used for the Project, including vibratory rollers, loaded trucks, plate compactors, excavators and drill rigs. All vibration-generating equipment was evaluated, and it was determined that the worst-case vibration-generating equipment are vibratory rollers and loaded trucks depending upon the

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type of construction activity occurring in proximity to the sensitive use. Construction activities would result in potential vibration impacts for several vibration-sensitive uses.

For human annoyance, the analysis determined that a vibratory roller would generate an impact when it is located within 135 feet of a residential use and 107 feet of an institutional use. Because construction sites (stations and towers) are generally in or near rights-of-way that are fronted by residential and institutional uses that are within these distances, they would be subject to this impact. In addition, for human annoyance, the analysis determined that a loaded truck would generate an impact when it is located within 73 feet of a residential use and 58 feet of an institutional use. Project haul routes are fronted by residential and institutional uses and therefore would be subject to this impact.

Significant human annoyance impacts would occur at Alameda Station (VSR-1, -2, -3 -4, -5, and -6), Alameda Tower (VSR-7, -8 and -9), Alpine Tower (VSR-10 and -11), Chinatown/State Park Station (VSR-13 and VSR-19), Broadway Junction (VSR-14, -15, -16, and -17) and along the Project's haul route. Potential vibration from loaded heavy trucks operating on local haul routes (primarily sections of Alameda Street, Spring Street, North Broadway, and Bishops Road) was also analyzed to determine construction vibration impacts. To analyze impacts, a reference level of 0.076 in/sec PPV and 86 VdB at 25 feet was used for loaded heavy trucks, which would translate to levels of 0.03 in/sec and 77 VdB at 50 feet and 0.01 in/sec and 68 VdB at 100 feet. Overall, these construction vibration levels would remain below the minimum potential damage threshold of 0.12 in/sec PPV. These construction vibration levels have the potential to result in some annoyance impacts for people within occupied structures that exist within 73 feet of the roadway for residential buildings or within 58 feet of the roadway for institutional buildings. However, it should be noted that all of these roadways currently carry a significant number of heavy trucks, and any such annoyance threshold is already being exceeded many times each day. Nevertheless, Project-related off-site construction vibration would exceed the human annoyance threshold, and impacts would be significant.

No feasible mitigation measures are available to reduce the vibration annoyance impacts identified for vibration sensitive receptors from on-site construction activities, as well as along the Project alignment for off-site construction activities. This is because the human annoyance threshold is exceeded by common occurrences such as vehicle pass-bys during construction. Such equipment is needed to build the Project and there is no alignment or haul route option that would create sufficient separation from adjacent uses to eliminate the human impact. As a result, vibration annoyance impacts would remain significant and unavoidable.

References Section 3.13, Noise, of the Draft EIR, pages 3.13-61 through 3.13-76; Appendix M, Noise and Vibration Technical Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

Finding. Metro finds that the vibration (human annoyance) impacts related to Project construction would be significant. Since the human annoyance threshold is exceeded by common occurrences such as vehicle pass-bys during construction, there is no feasible method for mitigating human annoyance impacts. It should be noted that because the human annoyance threshold is so low it

is already exceeded on roadways by existing truck trips. Although the Project would implement Mitigation Measures **MM-VIB-A** and **MM-VIB-B**, provided below, these mitigation measures are designed to address potential building damage, and do not mitigate construction vibration impacts related to human annoyance, as discussed in the EIR. Accordingly, as discussed in the EIR, Metro finds that construction vibration impacts related to human annoyance would be significant. As stated above, no feasible mitigation measures exist to mitigate the on-site construction vibration impacts related to human annoyance. Thus, Metro adopts CEQA Finding 3, as identified in Section 4 above and in Section 15091(a)(3) of the CEQA Guidelines. As described in the Statement of Overriding Considerations, Metro has determined that this temporary impact is acceptable because of specific overriding considerations.

6. ENVIRONMENTAL IMPACTS FOUND TO BE LESS THAN SIGNIFICANT WITH MITIGATION

Metro finds that, based upon substantial evidence in the record, as discussed below, the following impacts associated with the Project are potentially significant, but can be reduced to less than significant levels by implementing the proposed mitigation measures identified below and in the MMRP. The following Findings summarize the analysis in the EIR, but do not purport to provide the full analysis of each environmental impact contained in the EIR. A full explanation of these environmental findings and conclusions can be found in the Draft EIR and Final EIR and these Findings hereby incorporate by reference the discussion and analysis in those documents, inclusive of their supporting technical appendices, supporting the Final EIR's determinations regarding mitigation measures and the Project's impacts and mitigation measures designed to address those impacts. As identified in the EIR, the Metro Board finds that changes or alterations which avoid or substantially lessen the significant environmental effects have been required in, or incorporated into, the Project.

6.1 BIOLOGICAL RESOURCES

As discussed in Section 3.4, Biological Resources, of the Draft EIR, the Project would result in potentially significant impacts related to biological resources with respect to the following significance thresholds:

- Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
- Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Threshold. Candidate, Sensitive, or Special-Status Species: (Construction) As discussed more fully in Section 3.4, Biological Resources, of the Draft EIR and in Appendix G, Supplemental Biological Resources Report, to the Final EIR, while there are no sensitive natural communities

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such as wetlands, oak woodlands, or coastal sage scrub habitat in the Project area, there is potential roosting habitat for three special-status bat species in the Project area. Removal of mature palm and eucalyptus trees during construction of the Project could result in the removal of bat roost sites, resulting in a potentially significant impact to special-status bat species. Furthermore, birds protected by the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (CFGF) have the potential to nest in the Project area. Tree removal during the nesting season would directly impact birds protected under the MBTA and CFGF. Construction activities would result in increased noise, vibration, dust, and human presence, resulting in bat and bird species avoiding the area, resulting in a potentially significant impact. To minimize impacts to a less-than-significant level, Mitigation Measures **MM-BIO-A** and **MM-BIO-B**, set forth below, would be implemented. In addition, in order to provide additional environmental benefits, the Project would implement several project design features related to Biological Resources. The incorporation of Project Design Feature BIO-PDF-A would establish a Tree Protection Zone to protect trees during construction and would apply to any trees within the construction footprint, or any trees where a portion of their drip line overhangs the construction footprint. In addition, the incorporation of BIO-PDF-B would establish an Avian Collision Mitigation, Monitoring, and Adaptive Management Plan, BIO-PDF-G would require tree removal for the Project would occur outside of the bird nesting season (generally February 1 through September 30) and bat maternity roosting season (generally April 15 through August 31), BIO-PDF-F would require compliance with applicable tree replacement requirements based on the jurisdiction of the property where each tree is located, BIO-PDF-E would provide for Tree Disease Management, and BIO-PDF-D would require the Project to avoid using any rodenticides and second generation anticoagulant rodenticides during Project activities.

References. Section 3.4, Biological Resources, of the Draft EIR, pages 3.4-16 through 3.4-19; Appendix E, Biological Resources Assessment, of the Draft EIR; Appendix G, Supplemental Biological Resources Report, of the Final EIR; Appendix K.1, Updated Tree Report, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.1.1 Project Design Features

BIO-PDF-A: The Project will establish a Tree Protection Zone to protect trees during construction to establish and maintain a healthy environment for all retained trees during the course of construction. The Tree Protection Zone will apply to any trees within the construction footprint, or any trees where a portion of their drip line overhangs the construction footprint (i.e., the trunk of a tree may be outside of the construction footprint, but the tree's drip line overhangs the construction footprint). The Tree Protection Zone generally encompasses an area within the drip line of the tree plus an additional 5 feet, depending on the species and size of the tree. Any construction activities within the Tree Protection Zone should follow the following guidelines for root protection. For utilities, any required trenching should be routed in such a manner as to minimize root damage. In areas where the grade around the Tree Protection Zone will be lowered, some root cutting may be unavoidable. Cuts should be clean and made at right angles to the roots. When practical, roots will be cut back to a branching lateral root to avoid root damage.

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BIO-PDF-B: Avian Collision Mitigation, Monitoring, and Adaptive Management Plan. The Project Sponsor, in coordination with and subject to the approval of CDFW, shall develop an Avian Collision Mitigation, Monitoring, and Adaptive Management Plan to address the potential for bird collisions. The Plan shall include the following components:

1. Monitoring for first 5 years of Project operation: All Project operations and maintenance personnel, including subcontractors, shall undergo training on how to identify and report avian and bat injuries or mortalities detected in the Project area during routine maintenance activities.
2. An adaptive management table will be developed, outlining measures to implement upon detection of incidents associated with common species and special status species.
3. Annual reporting criteria and requirements.

BIO-PDF-D: The proposed Project shall avoid using any rodenticides and second generation anticoagulant rodenticides during Project activities. Any agreement between the proposed Project and a pest control service provider would include restrictions on the use of rodenticides and second generation anticoagulant rodenticides.

BIO-PDF-E: Tree Disease Management. Trees scheduled for removal resulting from the Project shall be inspected for contagious tree diseases, including but not limited to: thousand canker fungus (*Geosmithia morbida*), Polyphagous Shot Hole Borer (*Euwallacea* spp.), and goldspotted oak borer (*Agrilus auroguttatus*) (TCD 2020; UCANR 2020; UCIPM 2013). To avoid the spread of infectious tree diseases, diseased trees shall not be transported from the Project site without first being treated using the best available management practices relevant for each tree disease observed. Any agreement between the proposed Project and a tree removal contractor would include the provisions for tree disease management.

BIO-PDF-F: The proposed Project would comply with applicable tree replacement requirements, based on the jurisdiction of the property where each tree is located, including the following replacement ratios for trees:

- City of Los Angeles:
 - “Protected” Trees: 4:1
 - Non-protected, but “significant” trees, i.e., where the trunk is > 8 inches at 4.5 feet DBH: 1:1
 - “Street trees” in the public ROW: as specified by Urban Forestry Division (typically 2:1)
- California Department of Parks and Recreation: At least 1:1
- Caltrans: Large trees, where the trunk is > 8 inches at 4.5 feet DBH: 1:1

BIO-PDF-G: Tree removal for the proposed Project would occur outside of the bird nesting season (generally February 1 through September 30) and bat maternity roosting season (generally April 15 through August 31).

6.1.2 Mitigation Measures

MM-BIO-A: Avoid and minimize project related impacts to special-status and/or roosting bat species. During the maternity season (April 15 through August 31) prior to

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construction, a field survey shall be conducted by a qualified biologist to determine the potential presence of colonial bat roosts within 100 feet of the Alameda Station and Dodger Stadium Station footprints and SR-110 overpass over Stadium Way (near Stadium Tower), because these locations provide potentially suitable habitat. A visual inspection and/or one-night emergence survey of trees to be removed near the Alameda Station and Dodger Stadium Station and of the overpass shall be completed using acoustic recognition technology to determine if any maternity roosts are present.

To avoid any impacts on roosting bats resulting from construction activities for Stadium Tower, the following shall be implemented:

At the SR-110 Overpass

Should an active maternity roost be found at the SR-110 overpass, a determination (in coordination with a qualified bat biologist) shall be made whether indirect effects of construction-related activities (i.e., noise and vibration) could substantially disturb roosting bats, and if exclusionary devices should be used to remove bats. This determination shall be based on baseline noise/vibration levels, anticipated noise levels associated with construction of the Stadium Tower, and the sensitivity to noise-disturbances of the bat species present. If it is determined that noise could result in the temporary abandonment of a maternity roost, construction-related activities shall be scheduled to avoid the maternity season (April 15 through August 31), or as determined by the biologist.

To avoid any impacts on roosting bats resulting from construction activities at Alameda Station and Dodger Stadium Station, the following shall be implemented:

Trees

All trees to be removed as part of the Project at the Alameda Station, Stadium Tower, and Dodger Stadium Station sites should be evaluated for their potential to support bat roosts. In particular, any palm and eucalyptus trees that bats are known to use should be evaluated by a qualified biologist by conducting a one-night emergence survey during acceptable weather conditions; or if conditions permit, physically examine the trees for presence or absence of bats (such as with lift equipment) before the start of construction/tree removal. Palm trees are present at the Alameda Station site along Alameda Street and eucalyptus trees are present at the Dodger Stadium Station site. The following measures would apply to trees to be removed that are determined to provide potential bat roost habitat by a qualified biologist.

- If roosting bats are determined present during the maternity season (April 15 through August 31), the tree shall be avoided until after the maternity season, when the young are self-sufficient.

If roosting bats are determined present during the winter months when bats are in torpor, a state in which the bats have significantly lowered their physiological

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state, such as body temperature and metabolic rate, due to lowered food availability (October 31 through February 15, but is dependent on specific weather conditions), a qualified bat biologist shall physically examine the roost if conditions permit for presence or absence of bats (such as with lift equipment) before the start of construction. If the roost is determined to be occupied during this time, the tree shall be avoided until after the winter season when bats are once again active.

- Trees with potential colonial bat habitat can be removed outside of the maternity season and winter season (February 16 through April 14 and August 16 through October 30, or as determined by a qualified biologist) using a two-step tree trimming process that occurs over 2 consecutive days.
 - Day 1, Step 1: Under the supervision of a qualified bat biologist, tree branches and limbs with no cavities shall be removed by hand (e.g., using chainsaws). This will create a disturbance (noise and vibration) and physically alter the tree. Bats roosting in the tree will either abandon the roost immediately, or, after emergence, will avoid returning to the roost.
 - Day 2, Step 2: Removal of the remainder of the tree under the supervision of a qualified bat biologist may occur on the following day. Trees that are only to be trimmed and not removed would be processed in the same manner; if a branch with a potential roost must be removed, all surrounding branches would be trimmed on Day 1 under supervision of a qualified bat biologist, and then the limb with the potential roost would be removed on Day 2.
- Trees with foliage (and without colonial bat roost potential), such as sycamores, that can support lasiurine bats, shall have the two-step tree trimming process occur over one day under the supervision of a qualified bat biologist. Step 1 would be to remove adjacent, smaller, or non-habitat trees to create noise and vibration disturbance that would cause abandonment. Step 2 would be to remove the remainder of the tree on that same day. For palm trees that can support western yellow bat (a special-status bat species documented in the BSA with the potential to occur in the Project area), the two-step tree process shall be used over two days. Western yellow bats may move deeper within the dead fronds during disturbance. The two-day process will allow the bats to vacate the tree before removal.
- The results of bat surveys, evaluations, and monitoring efforts that are undertaken shall be documented in a report by the qualified biologist at the conclusion of all bat-related activities.

MM-BIO-B: Avoid and minimize project-related impacts to nesting birds. To avoid impacts to nesting birds protected under the MBTA and CFGC resulting from construction

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activities that may occur during the nesting season, the following mitigation measure shall be implemented:

- Construction activities, including the clearance of trees potentially suitable for nesting birds, shall occur outside of the nesting season (generally February 1 through September 30). If construction activities must occur within this time period, the following measures shall be employed:
 - A pre-construction nesting survey shall be conducted by a qualified biologist within 3 days (72 hours) prior to the start of construction activities to determine whether active nests are present within 500 feet of the construction zone. All nests found shall be recorded.
 - A minimum 300-foot no-work buffer shall be established around any active passerine bird nest. A minimum 500-foot no-work buffer shall be established around any active raptor nest. The qualified biologist shall monitor the nest on a weekly basis, and construction activities within 300 feet of an active nest of any passerine bird or within 500 feet of an active nest of any raptor shall be postponed until the biologist determines that the nest is no longer active. However, the standard 300- to 500-foot no-disturbance buffer distance may be adjusted (including increases or reductions to the buffer) by a qualified biologist on a case-by-case basis, taking into consideration the location, type, duration and timing, and severity of work, distance of nest from work area, surrounding vegetation and line-of-sight between the nest and work areas (also taking into account existing ambient conditions from human activity within the line of sight), the influence of other environmental factors, and species' site-specific level of habituation to the disturbance. If the qualified biologist determines nesting activities may fail as a result of work activities, the biologist shall immediately inform the construction manager, and all Project work shall cease (except access along established roadways) within the recommended no-disturbance buffer until the biologist determines the adults and young are no longer reliant on the nest site.
 - Buffers will be delineated on-site with bright flagging for easy identification by project staff. The on-site construction supervisor and operator staff will be notified of the nest and the buffer limits, and instructed of the sensitivity of the area to ensure the buffer is maintained.
 - A summary of preconstruction surveys and methodologies employed, monitoring efforts, and any no-disturbance buffers that were installed shall be documented in a report by the qualified biologist at the conclusion of each nesting season.

Finding. The potentially significant impacts to biological resources would be mitigated through avoidance and minimization of project related impacts to special status and/or roosting bat

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species and nesting birds. For the reasons discussed above and as set forth in the EIR, Metro finds that, through implementation of Mitigation Measures **MM-BIO-A** and **MM-BIO-B**, the Project's impacts to biological resources related to candidate, sensitive, and special-status species would be reduced to less-than-significant levels. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. *Movement of Wildlife Species, Migratory Corridors, and Wildlife Nursery Sites:* (Construction) As discussed in Section 3.4, Biological Resources, of the Draft EIR, and Appendix G, Supplemental Biological Resources Report, to the Final EIR, while there are no wildlife corridors in the Project area to support movement of wildlife species, there are no Habitat Conservation Plans that overlap with the Project area, and the nearest Significant Ecological Area is approximately 5 miles north-northwest of Dodger Stadium at Griffith Park, construction activities would result in increased noise, vibration, dust, and human presence, which may result in bat and bird species avoiding areas where active construction is occurring. Such indirect effects would be temporary in nature and restricted to the duration of construction. As previously discussed in Threshold BIO-1, with implementation of the Project, indirect impacts (e.g., by noise causing abandonment of the nest) would be considered a potentially significant impact. Incorporation of **BIO-PDF-H** would require fencing used during construction to be made with materials that are not harmful to wildlife and **BIO-PDF-G** would require tree removal for the Project would occur outside of the bird nesting season (generally February 1 through September 30) and bat maternity roosting season (generally April 15 through August 31). To minimize impacts to a less-than-significant level, Mitigation Measures **MM-BIO-A** and **MM-BIO-B**, set forth below, would be implemented.

References. Section 3.4, Biological Resources, of the Draft EIR, pages 3.4-20 through 3.4-21; Appendix E, Biological Resources Assessment, of the Draft EIR; Appendix G, Supplemental Biological Resources Report, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.1.3 Project Design Features

BIO-PDF-G: (see above).

BIO-PDF-H: Any fencing used during and after the proposed Project's construction would be constructed with materials that are not harmful to wildlife. Prohibited materials should include, but are not limited to, spikes, glass, razor, or barbed wire. Where chain link fences are used, they would utilize scrim, green screen or other such coverage to avoid injuring wildlife. Use of chain link fences would be minimal and would not create barriers to wildlife dispersal. All hollow posts and pipes would be capped to prevent wildlife entrapment and mortality. Metal fence stakes used on the proposed Project site would be plugged to avoid this hazard. Fences would not have any slack that may cause wildlife entanglement. In addition, workers will be educated and instructed in best practices to avoid attracting wildlife to the construction site, including requiring lids on all trash cans and permitting eating in designated areas or offsite, with daily cleanup of such areas. All workers will be educated on reporting protocols for the appropriate authorities in the event wildlife is encountered on the construction site.

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6.1.4 Mitigation Measures

MM-BIO-A: Avoid and minimize project related impacts to special-status and/or roosting bat species (see above).

MM-BIO-B: Avoid and minimize project-related impacts to nesting birds (see above).

Finding. The potentially significant impacts to biological resources would be mitigated through avoidance and minimization of project related impacts to special status and/or roosting bat species and nesting birds. For the reasons discussed above and as set forth in the EIR, Metro finds that, through implementation of Mitigation Measures **MM-BIO-A** and **MM-BIO-B**, the Project's impacts to wildlife species movement, migratory corridors, and wildlife nursery sites would be reduced to less-than-significant levels. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

6.2 CULTURAL RESOURCES

As discussed in Section 3.5, Cultural Resources, of the Draft EIR, the Project would create potentially significant impacts related to cultural resources with respect to the following significance thresholds:

- Would the Project cause a substantial adverse change in the significance of historical resources pursuant to § 15064.5?
- Would the Project cause a substantial adverse change in the significance of archaeological resources pursuant to § 15064.5?
- Would the Project disturb any human remains, including those interred outside of formal cemeteries?

Threshold. Historical Resources: (Construction) As discussed in Section 3.5, Cultural Resources, of the Draft EIR, the Draft EIR analyzed potential impacts to historical resources, including the Los Angeles Union Station Passenger Terminal and Grounds (including the Macy Street Grade Separation); Los Angeles Plaza Historic District, (including contributing buildings); the *El Grito* mural; Philippe the Original; the Granite Block Paving; the Capitol Milling Company; 1035 N. Broadway; St. Peter's Italian Catholic Church; Cathedral High School; the Charles B. Wellman Residence; and the Arroyo Seco Parkway Historic District. Construction of the proposed Alameda Station has the potential to result in both direct and indirect impacts to The Winery, a contributor to the Los Angeles Plaza Historic District, and the *El Grito* mural, which is individually eligible for the NRHP and CRHR; however, in both cases impacts would be mitigated to less than significant. Implementation of Mitigation Measures **MM-VIB-A** and **MM-VIB-B**, would be implemented to mitigate these impacts to a less-than-significant level. In addition, Project Design Features CUL-PDF-A, CUL-PDF-B, CUL-PDF-C, CUL-PDF-D, and CUL-PDF-E, set forth below, would be incorporated, providing for pre- and post-construction conditions assessment and documentation. Construction-related impacts to all other historical resources would be less than significant.

References. Section 3.5, Cultural Resources, of the Draft EIR, pages 3.5-43 through 3.5-49; Appendix G, Historical Resource Technical Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.2.1 Project Design Features.

CUL-PDF-A: Pre-Construction Documentation of The Winery. Prior to the issuance of building permits for the Alameda Station, the Project Sponsor will prepare documentation equal to Historic American Building Survey (HABS) Level III for The Winery, per the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation. The report will:

1. Be prepared by a historic preservation professional meeting the Secretary of the Interior's Professional Qualifications Standards for history, architectural history, or historic architecture with demonstrated experience in preparing HABS documentation.
2. Include full-color digital photographs (with a minimum resolution of 300 ppi and 3,000-pixel image size along one dimension) showing the following:
 - a. The full northern elevation (facing Cesar E. Chavez Avenue)
 - i. The roofline, foundation, and any door, window, or walkway openings,
 - ii. Detail views showing the typical existing condition of the exterior wall, and
 - iii. Detail views showing any existing damage to the exterior such as cracks or spalling.
 - b. West elevation (facing Olvera Street)
 - i. The roofline, foundation, and any door, window, or walkway openings,
 - ii. Detail views showing the typical existing condition of the exterior brick wall, and
 - iii. Detail views showing any existing damage to the exterior such as loose bricks and mortar.
 - c. East elevation (facing Alameda Street)
 - i. The roofline and foundation,
 - ii. Detail views showing the typical existing condition of the exterior brick wall, and
 - iii. Detail views showing any existing damage to the exterior such as loose bricks and mortar.
3. Include written descriptive data, including detailed notes of its pre-construction condition, index to photographs, and photo key plan. Photographs of existing damage will be keyed to a sketch of the elevation indicating its location.

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4. Include copies of historic photographs and other supporting documentation, if available.
5. Be offered to the following repositories for use by future researchers and educators. Each repository will be contacted as to whether they are willing and able to accept the items, as well as their preferred format for transmittal. Copies need to only be distributed to repositories that express interest.
 - a. Los Angeles Public Library - One hard copy and/or digital file (dependent on repository preference) of the descriptive data, index to photographs, photo key plan, and photographs
 - b. El Pueblo de Los Angeles Historical Monument Authority - One hard copy and/or digital file (dependent on repository preference) of the descriptive data, index to photographs, photo key plan, and photographs
 - c. California State Library – One hard copy and/or digital file (dependent on repository preference) of the descriptive data, index to photographs, photo key plan, and photographs

CUL-PDF-B: Post-Construction Documentation of The Winery. Post-Construction: After construction is complete, pictures of The Winery equivalent to CUL-PDF-A will be taken to objectively compare the condition of The Winery before and after construction.

In the event that damage to the Winery not documented at the time of the pre-construction survey is identified as being caused by construction activities during construction monitoring, the Project Sponsor will retain an experienced professional or professionals qualified to carry out the repairs within 12 months of completion of the project. Repairs will conform to the Secretary of Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68).

El Grito (The Cry) Mural Project Design Features

CUL-PDF-C: Pre-Construction Documentation. Prior to the issuance of building permits for the Alameda Station, the Project Sponsor will prepare documentation equal to Historic American Building Survey (HABS) Level III for the *El Grito* mural, per the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation. The report will:

1. Be prepared by a historic preservation professional meeting the Secretary of the Interior's Professional Qualifications Standards for history, architectural history, or historic architecture with demonstrated experience in preparing HABS documentation.
2. Include full-color digital photographs (with a minimum resolution of 300 ppi and 3,000-pixel image size along one dimension) showing the following:
 - a. The entirety of the *El Grito* mural from edge to edge, looking straight on

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- b. The left half of the *El Grito* mural looking straight on
 - c. The right half of the *El Grito* mural looking straight on
 - d. Oblique views illustrating the curvature of the wall
 - e. Sequential photographs showing the various panels and subjects in greater detail
 - f. The back and sides of the curved wall on which the *El Grito* mural is located, and
 - g. Detail views showing:
 - i. Typical profile view of the *El Grito* mural (e.g., showing the depth of the tiles on the substrate)
 - ii. Notch shapes at the top two corners (two views, left and right)
 - iii. Curved shape of the sides of the *El Grito* mural (two views, left and right side)
 - iv. Typical grout between tiles in two or more locations
 - v. Bottom edge where the *El Grito* mural meets the plaza floor
 - vi. Any existing damage or deterioration prior to construction
3. Include written descriptive data, including detailed notes of its pre-construction condition, index to photographs, and photo key plan. Photographs of existing damage should be keyed to a sketch of mural indicating its location.
 4. Include copies of historic photographs and other supporting documentation, if available.
 5. Be offered to the following repositories for use by future researchers and educators. Each repository will be contacted as to whether they are willing and able to accept the items, as well as their preferred format for transmittal. Copies need to be distributed to only repositories that express interest.
 - a. Los Angeles Public Library - One hard copy and/or digital file (dependent on repository preference) of the descriptive data, index to photographs, photo key plan, and photographs
 - b. UC Santa Cruz Library - One hard copy and/or digital file (dependent on repository preference) of the descriptive data, index to photographs, photo key plan, and photographs
 - c. Los Angeles Department of Cultural Affairs (DCA) - One hard copy and/or digital file (dependent on repository preference) of the descriptive data, index to photographs, photo key plan, and photographs

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- d. California State Library – One hard copy and/or digital file (dependent on repository preference) of the descriptive data, index to photographs, photo key plan, and photographs
- e. Mural Conservancy of Los Angeles - One hard copy and/or digital file (dependent on repository preference) of the descriptive data, index to photographs, photo key plan, and photographs
- f. Museo Eduardo Carillo - One hard copy and/or digital file (dependent on repository preference) of the descriptive data, index to photographs, photo key plan, and photographs

CUL-PDF-D: Protection During Adjacent Construction. Prior to the issuance of building permits for the Alameda Station, the Project Sponsor will ensure that the *El Grito* mural is sufficiently protected from any inadvertent damage caused by construction activities. Following National Park Service guidance for protecting historical resources during nearby construction, the following measures, at a minimum, should be implemented:

1. Vibration monitoring equipment (VIB-A) should be carefully installed so that it does not permanently damage the face of the *El Grito* mural.
2. The *El Grito* mural should be cushioned and buttressed from either side of the wall with padded wood supports. The padding may consist of insulating foam or similar material.
3. A protective barrier or barriers made from plywood should be installed over the front, back, top, and sides of the *El Grito* mural and curved wall to diffuse the force of any potential physical contact. The barrier should include removable panels or a similar feature to ensure the vibration monitors and mural can be visually inspected during construction monitoring (CUL-PDF-C).
4. Plastic tarp or polyethylene sheeting should be secured over the wood barriers to protect against the accumulation of dust or contact with materials such as uncured concrete or other liquids that could damage or mark the surface of the *El Grito* mural.
5. All of the protective measures described above should be installed and secured in such a way that does not damage the *El Grito* mural or the wall on which it is located. The barrier will not be physically attached to the *El Grito* mural or wall with screws, nails, or other fasteners.

CUL-PDF-E: Construction Monitoring Plan (Built Resources). Prior to the issuance of building permits for the Alameda Station, the Project Sponsor will prepare a Construction Monitoring Plan in coordination with the DCA. The Construction Monitoring Plan will identify specific project milestones at which a qualified professional meeting the Secretary of the Interior's Standards for architectural

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history or historic architecture will be notified by the Project Sponsor or Project Sponsor's contractor to visit the site and observe and document the *El Grito* mural's condition. Details will be recorded in construction monitoring memorandums submitted to DCA. These milestones will include, at a minimum:

1. Pre-Construction: Before protection measures are installed (CUL-PDF-D), to confirm the baseline condition of the *El Grito* mural is still consistent with the information presented in the HABS-like documentation (CUL-PDF-C).
2. Pre-Construction: Once protection measures (CUL-PDF-D) are installed, to ensure they are sufficient, and their installation has not damaged the *El Grito* mural.
3. Construction: After each phase of active construction
4. Post-Construction: After construction is complete and protective measures have been removed. At this stage, pictures of the *El Grito* mural equivalent to CUL-PDF-C will be taken to objectively compare the condition of the *El Grito* mural before and after construction.

The Construction Monitor will also be included on notifications from the real-time vibration monitoring equipment (VIB-A).

In the event that damage to the *El Grito* mural not documented at the time of the pre-construction survey is identified as being caused by construction activities during construction monitoring, the Project Sponsor will retain an experienced professional or professionals qualified to carry out the repairs within 12 months of completion of the Project. Repairs will conform to the Secretary of Interior's Standards for the Treatment of Historic Properties 36 CFR Part 68.

6.2.2 Mitigation Measures

MM-VIB-A: Vibration Monitoring. Prior to the issuance of grading permits for the proposed Project, the Project Sponsor shall design a Vibration Monitoring Plan. The Plan shall provide for:

- Vibration Monitoring Equipment: the placement of vibration monitoring equipment approximately 26 feet away from the Avila Adobe (1970s addition), *El Grito* mural wall, and The Old Winery by a qualified professional for real-time vibration monitoring for construction work at the Alameda Station requiring heavy equipment or ground compaction devices.
- Modification of Vibration Equipment: the monitoring devices shall notify the construction crew if vibration levels are within 0.1 PPV, in/sec, of the vibration damage threshold. The construction crew shall modify the construction equipment to ensure that the vibration damage threshold is not exceeded.

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MM-VIB-B: Force-Adjustable Ground Compaction Devices. For construction work occurring at the Alameda Station in proximity to the Avila Adobe (1970s addition), *El Grito Mural*, and The Old Winery:

- At a distance of 26 feet or more from the Avila Adobe (1970s addition), *El Grito Mural* and The Old Winery, any ground compacting equipment, including vibratory rollers and plate compactors, shall be calibrated onsite prior to use to ensure vibration levels remain below the assumed reference level of 0.21 PPV, in/sec, at 25 feet. If the ground compacting equipment cannot achieve the assumed reference level, equipment with less vibration (less than 0.21 PPV, in/sec, at 25 feet), non-vibrating equipment, or hand tools shall be required for ground compaction activities.
- Any ground compaction or excavation/drilling operations within 26 feet of the Avila Adobe (1970s addition), *El Grito Mural* or The Old Winery structures must be completed with non-vibrating equipment or hand tools.

Finding. The potential impacts to historical resources would be mitigated by requiring vibration monitoring and use of force adjustable ground compaction devices during Project construction. For the reasons set forth above and in the EIR, Metro finds that, through implementation of Mitigation Measure **MM-VIB-A**, *Vibration Monitoring* and Mitigation Measure **MM-VIB-B**, *Force-Adjustable Ground Compaction Devices*, the Project's impacts to cultural resources related to historical resources would be mitigated to less-than-significant levels. In addition, the Project would employ project design features related to pre- and post- construction conditions assessment and documentation of certain historic resources (Project Design Features CUL-PDF-A, CUL-PDF-B, CUL-PDF-C, CUL-PDF-D, and CUL-PDF-E). Because this impact related to cultural resources would be reduced to less-than-significant levels, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. Archaeological Resources: (Construction) As discussed in Section 3.5.4, Environmental Impacts, in the Cultural Resources section of the Draft EIR, there would be a significant impact to archaeological resources during Project construction. Areas of known archaeological historical resources are located within the Area of Direct Impacts for the Project (Resources 19-000887, 19-004320, 19-001575, associated with the proposed Alameda Station; Resource 19-004200, associated with the proposed Alameda Tower; Resource 19-003120, associated with the proposed Chinatown/State Park Station; and unevaluated Resources 19-004201 and 19-186112, associated with the proposed Alameda Tower; and Resource 19-173073, associated with the proposed Dodger Stadium Station.) In addition, the portion of Alameda Street that overlaps the construction footprint for the proposed Alameda Station is considered sensitive for the presence of archaeological resources. To minimize impacts to a less-than-significant level, Mitigation Measures **MM-CUL-A**, **MM-CUL-B**, **MM-CUL-C**, **MM-CUL-D**, **MM-CUL-E**, and **MM-CUL-F**, discussed below, would be implemented.

References. Section 3.5, Cultural Resources, of the Draft EIR, pages 3.5-56 through 3.5-62; Appendix F, Archaeological and Paleontological Resources Assessment, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.2.3 Mitigation Measures

MM-CUL-A: Cultural Resources Monitoring and Mitigation Plan. A Cultural Resources Monitoring and Mitigation Plan (CRMMP) shall be prepared for the Project by a qualified archaeologist meeting the Secretary of Interior Standards for Archaeology (36 CFR § 61) prior to construction. Where specific Project components, such as the Chinatown/State Park Station, have requirements specific to that component, the CRMMP will lay out regulatory requirements (such as PRC 5024) which will be adhered to. This includes SHPO consultation and following practices that seek to avoid and preserve state-owned historical resources, when prudent and feasible. The same would be for any specific requirement from El Pueblo de Los Angeles specific to the work at the Alameda Station. The General Plan acknowledges the Park has archaeological sensitivities and, as such, recommends continued study of existing and potential resources as well as the need to constantly update and expand the knowledge of historic activities at the Park. As for the cultural resources associated with the Park, the General Plan states that the Park should “[i]dentify, document, evaluate, and interpret cultural resources at the Park,” and “[p]rotect, stabilize, and preserve significant cultural resources within the Park.” Specifically, the CRMMP shall be applicable to all ground-disturbance activities extending into native soil within known archaeological sites and other areas of high sensitivity. Excavations within a specified radius of known archaeological sites shall be monitored up to a depth at which the qualified archaeologist determines the base of the archaeological deposit has been reached. The qualified archaeologist shall supervise the archaeological monitor. Monitoring is expected to be required to the maximum depth of planned excavations at the Alameda Station and up to approximately 15 feet in depth at the Alameda Tower and the Chinatown/State Park Station. Work will also be monitored by Native American monitors in accordance with **Mitigation Measure TCR-A**. However, if in the course of excavations the qualified archaeologist determines that the site is disturbed or the sensitivity for significant archaeological resources is low because no resources have been encountered, then monitoring may be reduced or suspended. The monitoring plan shall define pre-construction coordination, construction monitoring for the excavations based on activities and depth of disturbance planned for each Project component (including ground-disturbing activities in native soil within known archaeological sites), unanticipated discovery protocols, data recovery (including halting or diverting construction so that archaeological resources can be evaluated and recovered in a timely manner), artifact and feature treatment, procurement (including a curation plan), and reporting. The Project Sponsor shall coordinate with the archaeologist and Metro to develop an appropriate treatment plan for the resources in accordance with California Public Resources Code (PRC) Section 21083.2(i) if they are determined by Metro to be potentially eligible for the CRHR or potentially qualify as unique archaeological resources pursuant to CEQA. Preservation in place is the preferred method of treatment, but if preservation in place is not feasible, treatment may include implementation of archaeological data

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recovery excavations to remove the resource. Key staff shall be identified, and the process of notification and consultation (where entities specific to each station would be identified) shall be specified within the CRMMP as well as protocols for reporting. If the discovery proves significant under CEQA and data recovery is the selected means of treatment, the archaeologist shall also be required to curate specimens in a repository with permanent retrievable storage and submit a written report to the lead agency within a year of completion of the fieldwork. Once complete, the final report shall be filed with the SCCIC.

For Resource 19-004200 and the granite paving (within the Area of Direct Impact of the Project) at Site 19-003120, the CRMMP shall describe the required documentation and treatment of the resources during excavation and potential removal.

MM-CUL-B: Archaeological Resources Worker Training Program. To mitigate unknown historical resources within the Area of Direct Impacts and mitigate potential impacts to them, a qualified archaeologist shall be hired by the Project Sponsor to develop and conduct a worker training program for the Project with input from El Pueblo (as it pertains to the Alameda Station) and Los Angeles State Historic Park staff (as it pertains to the Chinatown/State Park Station) prior to the start of ground-disturbing activities. The training shall be prepared by an archaeologist who meets the Secretary of the Interior's Standards for Archaeology and will be adjusted to the specific details at the two parks. The training shall provide information to construction workers about the known locations of archaeological resources and potential areas that may be sensitive for archaeological resources associated with the Project. Participation in the training by Los Angeles State Historic Park and El Pueblo staff, will be encouraged. In the event construction crews are phased or rotated, additional training shall be conducted for the new construction workers conducting ground-disturbing activities. The qualified archaeologist shall retain documentation demonstrating that the appropriate construction workers attended the worker training program. An appropriate presentation shall be prepared by a qualified archaeologist which shall describe and illustrate resources likely to be encountered by Project excavation and outline the protocol to be followed in the event of a find. If any archaeological resources are encountered during ground-disturbing activities, work shall be temporarily halted in the vicinity of the find and the Construction Contractor shall contact the qualified archaeologist to examine and evaluate the resource in accordance with the provisions of CEQA as outlined by the CRMMP.

MM-CUL-C: Archaeological Testing Plan for 19-000887 and 19-004320 (Alameda Station). To mitigate impacts to Resources 19-000887 and 19-004320, both of which include portions of the Zanja, an NRHP-eligible archaeological site, and where avoidance is not feasible, an archaeological testing plan and data recovery plan for the Area of Direct Impacts, which is located north of the Placita de Dolores, shall be prepared prior to ground-disturbing activities and implemented after the paving is removed. Although the proposed Project is designed to not impact the

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portion of the Zanja Madre within 19- 000887, there is the potential to encounter either previously unrecorded portions of the Zanja or artifact refuse from the overall site. Therefore, a testing plan shall be prepared for the portions of the sites that will be impacted outside of the known Zanja location. Within the Project Area of Direct Impacts, resource 19-000887 overlaps unevaluated resource 19-004320, which will, therefore, also be included in the testing plan. The testing plan shall be prepared in consultation with El Pueblo de Los Angeles Historical Monument Authority specific to these resources at the Alameda Station.

The testing plan shall propose limited archaeological excavations of a portion of the site overlapping the Area of Direct Impacts and contain maps showing the overlap of the sites with the project Area of Direct Impacts. The test excavations are intended to identify the location, integrity, and significance of archaeological deposits that may be impacted by the proposed Project. The testing plan shall outline excavation locations and methods, such as where and in what soils mechanical excavations may or may not be used, screen sizes, and the criteria thresholds that would require data recovery. The testing plan shall be implemented once the paving has been removed and far enough in advance of construction for there to be sufficient time to carry out the plan and to prepare a plan for and conduct a data recovery program if needed.

If significant archaeological remains are encountered that appear to contribute to the significance of the overall site during the test excavations and avoidance/preservation in place is not feasible, data recovery excavations will be required, and a data recovery plan shall be prepared and implemented. The data recovery plan shall detail the treatment of the surviving archaeological remains, if testing identifies any. The data recovery plan will specify a statistically significant sample of the site to be excavated and shall describe the specific tools, screening size, and methods to be used. The plan shall describe how structural remains, if any, will be exposed and mapped. Laboratory studies planned for the analysis of the finds shall also be described.

MM-CUL-D: Archaeological Testing Plan for LAUS Forecourt. To mitigate impacts to Resource 19-001575, an NRHP-eligible archaeological site, an archaeological testing plan and data recovery plan for the Area of Direct Impacts shall be prepared and implemented prior to ground-disturbing activities. The testing plan shall propose limited archaeological excavations of a portion of the site overlapping the Area of Direct Impacts. The test excavations are intended to identify the location, integrity, and significance of archaeological deposits that may be impacted by the proposed Project. The testing plan shall outline excavation locations and methods, such as where and in what soils mechanical excavations may or may not be used, screen sizes, and the criteria threshold that would require data recovery. If significant archaeological remains are encountered that appear to contribute to the site's NRHP and CRHR eligibility during the test excavations and avoidance/preservation in place is not feasible, data recovery excavations will be required, and the data recovery plan shall be implemented. The data recovery plan

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shall specify a statistically significant sample of the site to be excavated and shall describe the specific tools, screening size, and methods to be used. The plan shall describe how structural remains, if any, will be exposed and mapped. Laboratory studies planned for the analysis of the finds shall also be described.

MM-CUL-E: Archaeological Testing Plan for Los Angeles State Historic Park. To mitigate unavoidable impacts to Resource 19-003120, an NRHP-eligible archaeological site, an archaeological testing plan and data recovery plan for the Area of Direct Impacts shall be prepared and implemented prior to ground-disturbing activities. The testing plan shall be prepared in consultation with California State Parks and SHPO (per PRC 5024.5). The testing plan shall propose limited archaeological excavations of a portion of the site overlapping the Area of Direct Impacts. The test excavations are intended to identify the location, integrity, and significance of archaeological deposits that may be impacted by the proposed Project; and will specifically be used to confirm and define potential foundations for the Southern Pacific Railroad office/freight house that are shown in Sanborn fire insurance maps to overlap the Area of Direct Impacts for the station. The plan shall outline excavation locations and methods, such as where and in what soils mechanical excavations may or may not be used, screen sizes, and the criteria thresholds that would require data recovery.

If significant archaeological remains are encountered that appear to contribute to the site's NRHP and CRHR eligibility during the test excavations and avoidance/preservation-in-place is not possible, data recovery excavations will be required, and the data recovery plan shall be implemented. The plan shall specify a statistically significant sample of the site to be excavated and shall describe the specific tools, screening size, and methods to be used. The plan shall describe how structural remains, if any, will be exposed and mapped. Laboratory studies planned for the analysis of the finds shall also be described.

MM-CUL-F: Redesign of Placement of Park Amenity Structures to Avoid Archaeological Features at Los Angeles State Historic Park Station. After implementation of CUL-E, if it is found that the Los Angeles State Historic Park amenities (e.g., concessions and restroom) at the Los Angeles State Historic Park have the potential to impact any significant features found during the testing phase of CUL-E, the location of the Los Angeles State Historic Park amenity structures will be reconfigured to avoid and/or diminish impacts to those features as feasible.

Finding. The potential impacts to archaeological resources would be mitigated by the implementation of Mitigation Measures **MM-CUL-A**, **MM-CUL-B**, **MM-CUL-C**, **MM-CUL-D**, **MM-CUL-E**, and **MM-CUL-F**. For the reasons set forth above and in the EIR, Metro finds that, through implementation of Mitigation Measures **MM-CUL-B**, **MM-CUL-C**, **MM-CUL-D**, **MM-CUL-E**, and **MM-CUL-F**, the Project's impacts to cultural resources related to archaeological resources would be mitigated to less-than-significant levels. Because this impact related to cultural resources would be reduced to less-than-significant levels, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

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Threshold. *Human Remains:* (Construction) As discussed in Section 3.5, Cultural Resources, of the Draft EIR, there is potential for a significant impact to human remains. Construction of the Project would require excavation at the Project component sites, which is anticipated to reach a maximum depth of 10 feet, except at the proposed Dodger Stadium where the maximum depth would be 42 feet. Piles for the proposed stations, towers, and junction would be drilled to a maximum depth of 125 feet. Resource 19-001575 is a large multi-component archaeological site located around LAUS. Approximately 500 feet southeast of the Area of Direct Impacts, a prehistoric and contact period cemetery was previously encountered which included at least 14 internments, 5 cremations, and scatters of human remains as well as associated artifacts. To minimize impacts to a less-than-significant level, Mitigation Measure **MM-CUL-D** set forth below, would be implemented.

References. Section 3.5, Cultural Resources, of the Draft EIR, pages 3.5-63 through 3.5-64; Appendix F, Archaeological and Paleontological Resources Assessment, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.2.4 Mitigation Measures

MM-CUL-D: Archaeological Testing Plan for LAUS Forecourt (see above).

Finding. The potential impacts to human remains would be mitigated by implementing an Archaeological Resources Testing Plan and avoidance of archaeological features. By implementing Mitigation Measure **MM-CUL-D**, the Project's impacts to cultural resources related to human remains would be mitigated to less-than-significant levels. Because this impact related to cultural resources would be reduced to less-than-significant levels, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

6.3 GEOLOGY AND SOILS

As discussed in Section 3.7, Geology and Soils, of the Draft EIR, the Project would create potentially significant impacts related to geology and soils with respect to the following significance thresholds:

- Would the Project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving: rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; or landslides?
- Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?
- Would the Project be located on expansive soil, as defined in Section 1803.5.3 of the current CBC, creating substantial direct or indirect risks to life or property?

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- Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Threshold. *Rupture of a Known Earthquake Fault; Strong Seismic Ground Shaking; Seismic-Related Ground Failure, Including Liquefaction; or Landslides:* (Construction) As discussed more fully in Section 3.7, Geology and Soils, of the Draft EIR, there would be a potentially significant impact during Project construction associated with potential adverse effects involving strong seismic ground shaking; seismic-related ground failure, including liquefaction; or landslides. The Project area is in a seismically active region of southern California, however, the Project alignment is not in an Alquist-Priolo Earthquake Fault Zone. The fault closest to the Project site is the Elysian Park fault. According to the U.S. Geological Survey Quaternary fault and fold database, the location of the Upper Elysian Park fault is inferred to cross under the alignment. The Upper Elysian Park fault is a north-to-northeast-dipping fault that underlies the northern Los Angeles basin from Griffith Park to Garvey Reservoir. However, the Elysian Park fault is a blind thrust fault, which means it is not capable of surface fault rupture, and therefore is not subject to the conditions of the Alquist-Priolo Act. The Elysian Park thrust fault is considered to be seismogenic (capable of generating earthquakes) from a depth of approximately 2 miles below ground surface in the south-southwest, to approximately 10 miles below ground surface in the north-northeast. Accordingly, impacts related to rupture of a known earthquake fault would be less than significant. However, the Alameda Station, Alameda Tower, Alpine Tower, Chinatown/State Park Station, and Broadway Junction are in an area potentially subject to liquefaction, and liquefaction-induced settlement can be exacerbated by increased loading during construction activities. Further, the northeastern portion of the proposed Project alignment is adjacent to areas mapped as a potential earthquake-induced landslide zone. The Stadium Tower and Dodger Stadium sites are in a City-designated hillside area, and are potentially susceptible to landslides. Accordingly, impacts related to strong seismic ground shaking, seismic related ground failure, and/or liquefaction, and earthquake-induced slope failure could be considered significant during construction of the Project. The Project would be constructed in accordance with applicable standards, requirements, and building codes, which would ensure structural integrity and safe construction. Additionally, to minimize impacts to a less-than-significant level, Mitigation Measure **MM-GEO-A**, set forth below, would be implemented.

References. Section 3.7, Geology and Soils, of the Draft EIR, pages 3.7-14 through 3.7-15; Appendix I, Geotechnical Document in Support of the Environmental Impact Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.3.1 Mitigation Measure

MM-GEO-A: Prepare a Site-Specific Final Geotechnical Report. The Project Sponsor shall engage a California-registered geotechnical engineer to prepare and submit a site-specific final geotechnical investigation and report to the City of Los Angeles for review, consistent with the requirements of the CBC, applicable Los Angeles amendments, and California Geological Survey Special Publication 117 (as amended). A site-specific geotechnical exploration program, along with associated laboratory testing, is necessary to complete a design-level evaluation of the geologic hazards and conditions, seismic hazards, grading conditions, and

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foundation capacities. The site-specific final geotechnical report shall provide a description of the geological and geotechnical conditions at the site; the findings, conclusions, and mitigation recommendations for potential geologic and seismic hazards; and design-level geotechnical recommendations in support of grading and foundation design. Additionally, the geotechnical report shall include recommended measures to reduce potential impacts related to landslides, subsidence, liquefaction, differential settlement, expansive soils, soil corrosivity, or other potential ground failures induced by the proposed Project. The submittal and approval of the final geotechnical report shall be a condition of the grading and construction permits issued by the City of Los Angeles Department of Building and Safety. The Project Sponsor shall implement the recommendations contained in the approved report during project design and construction.

Finding. With compliance with existing laws and regulations, and implementation of Mitigation Measure **MM-GEO-A**, the potential impacts related to rupture of a known earthquake fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; or landslides would be reduced to a less-than-significant level. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. *Unstable Soils:* (Construction) As discussed more fully in Section 3.7, Geology and Soils, of the Draft EIR, there would be a significant impact during Project construction associated with the Project's location on soil that is unstable, or that would become unstable as a result of the proposed Project, as a portion of the Project alignment near Stadium Way and Downtown Gate E is underlain by artificial fill placed during construction of Dodger Stadium, and other portions of the project alignment are in an area mapped as potentially subject to liquefaction. The Stadium Tower and Dodger Stadium sites are in a City-designated hillside area, and are potentially susceptible to landslides. Further, in general, settlement can be exacerbated along the entire alignment by increased loading during construction activities. Therefore, impacts related to lateral spreading, subsidence, liquefaction, or collapse during grading and construction of the Project components would be potentially significant. To minimize impacts to a less-than-significant level, Mitigation Measure **MM-GEO-A**, set forth below, would be implemented, and the Project would be constructed in accordance with applicable standards, requirements, and building codes, which would ensure structural integrity and safe construction.

References. Section 3.7, Geology and Soils, of the Draft EIR, pages 3.7-16 through 3.7-17; Appendix I, Geotechnical Document in Support of the Environmental Impact Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.3.2 Mitigation Measure

MM-GEO-A: Prepare a Site-Specific Final Geotechnical Report (see above).

Finding. With compliance to existing standards and codes and implementation of Mitigation Measure **MM-GEO-A**, the potential impacts related to unstable soils, landslides, lateral spreading, subsidence, liquefaction, or collapse would be reduced to a less-than-significant level. For each

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of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. *Expansive Soils:* (Construction) As discussed more fully in Section 3.7, Geology and Soils of the Draft EIR, there would be a significant impact during Project construction associated with Project location on expansive soils. Mandatory compliance with applicable standards, requirements, and building codes would ensure structural integrity and safe construction, and the impact would be less than significant under the Project. In addition, implementation of Mitigation Measure **MM-GEO-A** would further reduce impacts related to soil corrosion under the Project.

References. Section 3.7, Geology and Soils, of the Draft EIR, page 3.7-18; Appendix I, Geotechnical Document in Support of the Environmental Impact Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.3.3 Mitigation Measure

MM-GEO-A: Prepare a Site-Specific Final Geotechnical Report (see above).

Finding. With compliance to existing standards and codes, the potential impacts related to expansive soils would be reduced to a less-than-significant level. Implementation of Mitigation Measure **MM-GEO-A**, requiring soil samples be tested for corrosivity, would further reduce impacts related to soil corrosion under the Project. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. *Paleontological Resources:* (Construction) As discussed more fully in Section 3.7, Geology and Soils, of the Draft EIR, there would be a significant impact during Project construction associated with potential for directly or indirectly destroying a unique paleontological resource or site or unique geologic feature. To minimize impacts to a less-than-significant level, Mitigation Measure **MM-GEO-B**, set forth below, would be implemented.

References. Section 3.7, Geology and Soils, of the Draft EIR, pages 3.7-19 through 3.7-20; Appendix F, Archaeological and Paleontological Resources Assessment, of the Draft EIR.

6.3.4 Mitigation Measure

MM-GEO-B: Prepare a Paleontological Resources Monitoring and Mitigation Plan (PRMMP). A PRMMP shall be developed by a qualified paleontologist meeting the criteria established by the Society for Vertebrate Paleontology. The plan shall apply to paleontologically sensitive deposits, including older Quaternary alluvium and Puente formation deposits, that may be impacted by the proposed Project, as determined by a qualified paleontologist in consultation with the construction team and guided by geotechnical coring. The qualified paleontologist shall supervise the paleontological monitor, who shall be present during construction excavations into older Quaternary alluvial deposits and Miocene Puente formation deposits. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains, and where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. The frequency of

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monitoring inspections shall be determined by the paleontologist, and shall be based on the rate of ground-disturbing activities, the material being excavated, and the depth of excavation; and if found, the abundance and type of paleontological materials. If any paleontological materials are found, the paleontological monitor shall temporarily divert or redirect ground-disturbing activities in the area of the exposed fossil to facilitate evaluation, and if necessary, salvage. The paleontologist shall assess the discovered material(s) and provide a recommendation(s), if necessary, for the preservation, conservation, or relocation of the resource, as appropriate. The Project Sponsor shall comply with the recommendations of the evaluating paleontologist, and ground-disturbing activities may resume once the paleontologist's recommendations have been implemented to the paleontologist's satisfaction. If paleontological materials are found, the paleontologist shall prepare a report identifying the resource and the recommendations proposed and implemented, within 1 year of completion of the fieldwork. A copy of the report shall be submitted to the Los Angeles County Natural History Museum.

Finding. With the implementation of Mitigation Measure **MM-GEO-B**, the potential impacts related to paleontological resources would be reduced to a less-than-significant level. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

6.4 HAZARDS AND HAZARDOUS MATERIALS

As discussed in Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, the Project would result in potentially significant impacts related to hazards and hazardous materials with respect to the following significance thresholds:

- Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?
- Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials to the environment?
- Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
- Would the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?
- Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

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Threshold. *Routine Transport, Use, or Disposal of Hazardous Materials:* (Construction) As discussed more fully in Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, impacts related to routine transport, use, or disposal of hazardous materials would be potentially significant. There is potential to encounter contaminated soils or other hazardous materials during excavation and construction activities at Project sites. Construction of the Broadway Junction would also require demolition of the existing building at the 1201 North Broadway property. Based on an asbestos and lead-based paint survey of the property in 2003, asbestos-containing materials (ACMs) and lead-based paints (LBPs) were detected in various locations throughout the existing building. To minimize impacts to a less-than-significant level, Mitigation Measures **MM-HAZ-A** and **MM-HAZ-B**, discussed below, would be implemented.

References. Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, pages 3.9-22 through 3.9-24; Appendix K, Phase I Environmental Site Assessment, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.4.1 Mitigation Measures

MM-HAZ-A: Prepare a Soil and Groundwater Management Plan. The Project Sponsor shall retain a qualified environmental consultant to prepare a Soil and Groundwater Management Plan prior to any re-grading, decommissioning, or construction activities. The Soil and Groundwater Management Plan would be prepared and implemented to specify methods for handling and disposal in the event contaminated groundwater, contaminated soil, or structures are encountered during Project construction. The Soil and Groundwater Management Plan shall provide a summary of the environmental conditions at each Project component site, including stations and towers. The Soil and Groundwater Management Plan shall include methods and procedures for sampling and analyzing soils and/or groundwater in order to classify them as either hazardous or non-hazardous; and if identified as hazardous, shall include additional methods and procedures for the proper handling and removal of impacted soils and/or groundwater for off-site disposal and/or recycle. Methods and procedures in the Soil and Groundwater Management Plan shall be in accordance with current federal, state, and local regulations and be protective of workers and the environment.

This Soil and Groundwater Management Plan shall be submitted to the LADBS for review prior to commencement of demolition and construction activities and as a condition of the grading, construction, and/or demolition permit(s). Contract specifications shall mandate full compliance with all applicable local, state, and federal regulations (including but not limited to, as applicable, OSHA Safety and Health Standards, Cal/OSHA requirements, federal, state and local waste disposal regulations, SCAQMD Rule 1166, as well as any other applicable requirements of the California Department of Toxic Substances, the Los Angeles Regional Water Quality Control Board, and the City of Los Angeles) related to the identification, excavation, transportation, and disposal of hazardous materials, including those encountered in excavated soil and dewatered groundwater.

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MM-HAZ-B: Hazardous Materials Abatement. Prior to demolition of the existing building at 1201 North Broadway, a licensed abatement contractor will conduct hazardous materials abatement, which would remove, dispose of, and transport hazardous materials in accordance with federal, state, and local regulations. The licensed abatement contractor would be required to comply with Cal/OSHA regulations governing asbestos standards and lead paint standards (California Code of Regulations Article 4 Sections 1529, 5208, and 1532), OSHA 29 Code of Federal Regulations Section 1926.62 regarding lead in construction, and OSHA 29 Code of Federal Regulations Section 1926.1101 regarding asbestos exposure. The contractor would also be required to comply with SCAQMD Rule 1403, related to asbestos emissions during building demolition activities. Safe work measures would be taken during the hazardous materials abatement, including wetting the area to prevent possible release of hazardous materials into the air and removing dust with high-efficiency particulate air vacuums and/or disposable wet wipe towels.

Finding. The potential impacts related to hazards and hazardous materials described above would be mitigated by requiring compliance with a Soil and Groundwater Management Plan and undertaking hazardous materials abatement at the Broadway Station site. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measures **MM-HAZ-A** and **MM-HAZ-B**, the Project's impacts associated with routine transport, use, or disposal of Hazardous Materials would be reduced to a less-than-significant level. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. Hazardous Materials Release: (Construction) As discussed more fully in Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, impacts related to the release of hazardous materials into the environment would be potentially significant. Relatively small quantities of hazardous materials that would be used during construction activities (e.g., petroleum-based products, paints, solvents, sealers) would be transported, used, stored, and disposed of according to City, County, State, and federal regulations. Construction activities would be temporary in nature and would involve the limited transport, storage, use, and disposal of hazardous materials. There exists a potential for hazardous materials and waste spills to occur. Furthermore, based on the age of the existing building at 1201 North Broadway, there is a potential for the presence of ACMs and LBPs. Therefore, impacts related to the release of hazardous materials into the environment would be potentially significant. To mitigate these impacts to a less-than-significant level, Mitigation Measures **MM-HAZ-A** and **MM-HAZ-B**, described below, would be implemented.

References. Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, pages 3.9-25 through 3.9-27; Appendix K, Phase I Environmental Site Assessment, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.4.2 Mitigation Measures

MM-HAZ-A: Prepare a Soil and Groundwater Management Plan (see above).

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MM-HAZ-B: Hazardous Materials Abatement (see above).

Finding. The potential impacts related to release of hazardous materials described above would be mitigated by requiring compliance with a Soil and Groundwater Management Plan and undertaking hazardous materials abatement at the Broadway Junction site. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measures **MM-HAZ-A** and **MM-HAZ-B**, the Project's impacts associated with reasonably foreseeable upset and accident conditions involving the release of hazardous materials to the environment would be reduced to a less-than-significant level. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. *Hazardous Materials within One-Quarter Miles of a School:* (Construction) As discussed in Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, three schools are located within 0.25 mile of the proposed Alpine Tower and Chinatown/State Park Station. The closest school to the Project alignment is Cathedral High School, adjacent to and directly west of the construction staging area for the Broadway Junction. While not considered acutely hazardous, Project construction would involve temporary use of limited quantities of hazardous materials, such as solvents, paints, oils, hydraulic fluids, gasoline, and diesel fuel. Mitigation Measure **MM-HAZ-A** would establish requirements for the handling, management and disposal of any contaminated soils or structures that prevent unacceptable exposure to contaminated soils or vapors during construction at any nearby school. Any handling of hazardous materials used during construction of this alternative would be regulated by federal, State, and local standards. The Project would require the demolition of the building at 1201 North Broadway to construct the Broadway Junction. ACMs and LBPs were detected in various locations throughout the existing building at 1201 North Broadway. Implementation of Mitigation Measure **MM-HAZ-B** would require the Project to conduct hazardous materials abatement by a licensed abatement contractor prior to demolition, which would remove, dispose of, and transport hazardous materials in accordance with federal, State, and local regulations. Potential impacts related to emitting hazardous emissions or handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing school would be reduced to less than significant with implementation of Mitigation Measures **MM-HAZ-A** and **MM-HAZ-B**, discussed below.

References. Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, pages 3.9-27 through 3.9-28; Appendix K, Phase I Environmental Site Assessment, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.4.3 Mitigation Measures

MM-HAZ-A: Prepare a Soil and Groundwater Management Plan (see above).

MM-HAZ-B: Hazardous Materials Abatement (see above).

Finding. The potential impacts related to hazardous emissions or handling of hazardous materials within one-quarter mile of an existing or proposed school would be mitigated by requiring compliance with a Soil and Groundwater Management Plan and undertaking hazardous materials abatement at the Broadway Station site. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measures **MM-HAZ-A** and **MM-HAZ-B**, the

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Project's impacts associated with hazards and hazardous materials within one-quarter mile of a school would be reduced to a less-than-significant level. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. Hazardous Materials Sites: (Construction) As discussed in Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, an environmental database report search identified five properties that coincide with Project component sites: LAUS and El Pueblo de Los Angeles, which is the proposed location of construction support space and vertical circulation elements for the Alameda Station; 901 North Main Street, which is the proposed location of the Alpine Tower; the Los Angeles State Historic Park property, the proposed location of the Chinatown/State Park Station; and the 1201 North Broadway property, the proposed location of the Broadway Junction. The remaining Project component sites (Alameda Tower, Stadium Tower, and Dodger Stadium Station) were not listed in hazardous materials databases. During construction, the Project may encounter contaminated soils or groundwater, and impacts with associated with these sites would be potentially significant. Implementation of Mitigation Measures **MM-HAZ-1** and **MM-HAZ-B** would mitigate these impacts to a less-than-significant level. Therefore, impacts relating to hazardous materials sites would be less than significant with mitigation.

References. Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, pages 3.9-29 through 3.9-30; Appendix K, Phase I Environmental Site Assessment, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.4.4 Mitigation Measures

MM-HAZ-A: Prepare a Soil and Groundwater Management Plan (see above).

MM-HAZ-B: Hazardous Materials Abatement (see above).

Finding. The potential impacts associated with hazardous materials sites as determined under Government Code section 65962.5 would be mitigated by requiring compliance with a Soil and Groundwater Management Plan and undertaking hazardous materials abatement at the Broadway Junction site. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measures **MM-HAZ-A** and **MM-HAZ-B**, the Project's impacts associated with hazards and hazardous materials sites would be reduced to a less-than-significant level. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. Emergency Response Plan or Emergency Evacuation Plan: (Construction) As discussed in Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, construction activities would not interfere with the implementation of the City's Emergency Operations Plan and Annexes, including the Evacuation Annex, which outlines the responsibilities and procedures for City departments, such as LAPD and LAFD, for hazards and evacuations in the event of an emergency. The Evacuation Annex identifies the needed and available evacuation capabilities and resources, and describes how these resources are mobilized. For example, the Evacuation Annex notes each department's responsibilities and tasks in the event of an emergency. Coordination with the LAPD and LAFD during the permitting process would be required to ensure

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that the proposed Project's construction activities would not interfere with any of the departments' prescribed roles or responsibilities. In addition, as discussed in Section 3.17, Transportation, of the Draft EIR, the Project would implement Mitigation Measure **MM-TRA-B**, which requires preparation of a Construction Traffic Management Plan. The Construction Traffic Management Plan would be required to ensure adequate emergency access is maintained in and around the Project alignment and component sites throughout all construction activities. Therefore, construction activities would also not interfere with the implementation of the Los Angeles County Operational Area Emergency Response Plan, which is intended to establish the emergency management system, including prevention, protection, response, recovery, and mitigation in the Los Angeles County Operational Area, including the City of Los Angeles. Additionally, the Los Angeles County Operational Area Emergency Response Plan stipulates that each agency/jurisdiction in the operational area is responsible for the completion of its own hazard mitigation plan. With respect to hazards, the City of Los Angeles Safety Element in the General Plan contains a Local Hazard Mitigation Plan (LHMP) that provides information related to hazard identification and planning in Los Angeles and outlines compliance with State regulations. With adherence to these State regulations and the City's General Plan, construction activities would not interfere with the LHMP. Therefore, construction of the Project would not substantially impair the implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan. However, to provide additional environmental benefits in the Hazards context, Mitigation Measure **MM-TRA-B** and Mitigation Measure **MM-TRA-C** would be implemented as part of the Project to reduce transportation-related impacts. Therefore, impacts would be less than significant with mitigation incorporated.

References. Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, page 3.9-46; Appendix K, Phase I Environmental Site Assessment, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.4.5 Mitigation Measure

MM-TRA-B: Construction Traffic Management Plan. Prior to the issuance of a building permit for the proposed Project, a detailed Construction Traffic Management Plan (CTMP), including street closure information, detour plans, haul routes, and a staging plan, shall be prepared and submitted to the City for review and approval. The CTMP shall formalize how construction will be carried out and identify specific actions that will be required to reduce effects on the surrounding community. The CTMP shall be based on the nature and timing of the specific construction activities at each of the Project construction sites. This coordination will ensure construction activities of the concurrent related projects and associated hauling activities are managed in collaboration with one another and the proposed Project. The CTMP may be updated as construction progresses to reflect progress at the various Project construction sites. The CTMP will include, but not be limited to, the following elements as appropriate:

- As traffic lane, parking lane, and sidewalk closures are anticipated, worksite traffic control plans, approved by the City of Los Angeles, shall be developed

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and implemented to route vehicular traffic, bicyclists, and pedestrians around any such closures.

- Visibility to open pedestrian crossings will be maintained, or temporary or permanent measures consistent with Mitigation Measure TRA-A shall be implemented if determined to be appropriate in coordination with LADOT. In absence of measures to mitigate or eliminate visual obstructions for pedestrians crossing the street, pedestrian crossings may be closed or relocated to more visible locations.
- Existing school crossings, as denoted by yellow crosswalk striping consistent with the Manual on Uniform Traffic Control Devices (MUTCD) along proposed detour routes shall be evaluated in coordination with LADOT to determine if crossing guards should temporarily be assigned. If it is determined that crossing guards should be assigned, on days/times when detours are active, the proposed Project shall fund crossing guards during morning school arrival and afternoon school departure periods during periods when adjacent schools are in session. If school crossings along detour routes are unsignalized, temporary traffic signals will be evaluated in coordination with LADOT and would be implemented by the proposed Project if deemed necessary.
- As partial and full street closures are anticipated at various locations during portions of the Project construction, detour plans, approved by the City of Los Angeles, shall be developed and implemented to route vehicular traffic and bicyclists to alternative routes during these periods.
- Ensure that access will remain accessible for land uses in proximity to the Project alignment and component sites during project construction. In some cases, alternative access locations would be provided or supervised temporary access through the worksite would be accommodated during construction phases where access is hindered, such as foundation construction.
- Coordinate with the City and emergency service providers to ensure emergency access is provided to the Project alignment and component sites and neighboring businesses and residences. Emergency access points will be marked accordingly in consultation with LAFD, as necessary.
- Conduct bi-monthly construction management meetings with City staff and other surrounding construction-related project representatives (i.e., construction contractors) whose projects will potentially be under construction at around the same time as the Project, or as otherwise determined appropriate by City Staff.
- Provide off-site truck staging in a legal area furnished by the construction truck contractor.

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- Schedule deliveries and pick-ups of construction materials during non-peak travel periods to the extent possible and coordinate to reduce the potential of trucks waiting to load or unload for protracted periods.
- During construction activities when construction worker parking cannot be accommodated at the Project component sites, identify alternate parking location(s) for construction workers and the method of transportation to and from the Project component sites (if beyond walking distance) for approval by the City 30 days prior to commencement of construction. Provide all construction contractors with written information on where their workers and their subcontractors are permitted to park and provide clear consequences to violators for failure to follow these regulations.

MM-TRA-C: Temporary Disaster Route Plan. Prior to the issuance of a building permit for the proposed Project, and in coordination with and subject to the approval of LADOT, the Project Sponsor shall submit a temporary disaster route plan to LADOT, which shall include street closure information and detour plans in order to facilitate the movement of emergency vehicles through the study area and minimize effects on emergency response during a disaster. Construction activities and temporary lane closures could quickly be halted in event of an emergency to allow emergency vehicles to travel through the work zones. In addition to detours, the temporary disaster route plan could also include temporary operational measures that would be implemented by the City during a disaster, including temporary contra-flow lanes or reversing directions to flush vehicles during a disaster situation. The temporary disaster route plan would be prepared for the following locations:

- During those periods when construction of the Alameda Station, the Chinatown/State Park Station, and the Alameda and Alpine Towers require partial closure of one direction or full closure of both directions of Alameda Street or Spring Street.

Finding. The potential impacts related to hazards and hazardous materials described above would be mitigated by the incorporation of visibility enhancements and the preparation of a Construction Traffic Management Plan. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measures **MM-TRA-B** and **MM-TRA-C**, the Project's impacts associated with an emergency response plan or evacuation plan would be reduced to a less-than-significant level. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

6.5 LAND USE AND PLANNING

As discussed in Section 3.11, Land Use and Planning, of the Draft EIR, the Project would result in potentially significant impacts related to land use and planning with respect to the following significance thresholds:

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- Would the Project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Threshold. *Conflict with Land Use Plan, Policy, or Regulation.* As discussed more fully in Section 3.11, Land Use and Planning, of the Draft EIR, State Parks has determined that the Project would be inconsistent with the Los Angeles State Historic Park General Plan because the identified land uses in the General Plan's Preferred Park Concept Elements did not contemplate a transit station like the Project's Chinatown/State Park Station. State Parks considers this inconsistency a potentially significant impact. To minimize impacts to a less-than-significant level, Mitigation Measure **MM-LUP-A**, discussed below, would be implemented.

References. Section 3.11, Land Use and Planning, of the Draft EIR, pages 3.11-37 through 3.11-77; Section 5.0, Corrections and Additions, of the Final EIR.

6.5.1 Mitigation Measures

MM-LUP-A: Obtain a Los Angeles State Historic Park General Plan Amendment. Pursuant to Public Resources Code 5002.2, the proposed Project shall obtain an amendment to the Los Angeles State Historic Park General Plan to allow transit uses within the Los Angeles State Historic Park General Plan.

Finding. The potential impacts related to land use and planning described above would be mitigated by obtaining a Los Angeles State Historic Park General Plan Amendment. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measure **MM-LUP-A**, the Project's impacts associated with inconsistency with the Los Angeles State Historic Park General Plan would be reduced to a less-than-significant level. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

6.6 NOISE

As discussed in Section 3.13, Noise, of the Draft EIR, the Project would result in potentially significant impacts related to vibration with respect to the following significance thresholds:

- Would the Project result in generation of excessive ground-borne vibration or ground-borne noise levels?

Threshold. *Excessive Ground-borne Vibration (Construction; Building Damage):* As discussed in Section 3.13, Noise, of the Draft EIR, temporary vibration impacts from Project construction related to building damage would be potentially significant with respect to Alameda Station. The use of vibration-generating equipment in close proximity to structures at El Pueblo associated with installation of the vertical circulation elements for the Alameda Station would exceed the vibration damage threshold of 0.2 PPV inches per second at the Old Winery (VSR-5), El Grito Mural (VSR-2), and Avila Adobe -1970s addition (VSR-4b). To minimize impacts to a less-than-significant level, the Project would implement Mitigation Measures **MM-VIB-A** and **MM-VIB-B**.

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References Section 3.13, Noise, of the Draft EIR, pages 3.13-61 through 3.13-76; Appendix M, Noise and Vibration Technical Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.6.1 Mitigation Measures

MM-VIB-A: Vibration Monitoring (see above)

MM-VIB-B: Force-Adjustable Ground Compaction Devices (see above)

Finding. The potential vibratory impacts related to building damage described above would be mitigated by requiring a Vibration Monitoring Plan and limitations on the use of ground compaction equipment. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measures **MM-VIB-A** and **MM-VIB-B**, the Project's vibratory impacts associated with building damage would be reduced to less-than-significant levels. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

6.7 PUBLIC SERVICES

As discussed in Section 3.16, Public Services, of the Draft EIR, the Project would result in potentially significant impacts related to public services with respect to the following significance thresholds:

- Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:
 - Fire protection;
 - Police protection;
 - Schools;
 - Parks; or
 - Other public facilities?

Threshold. Fire Protection. (Construction) As discussed more fully in Section 3.15, Public Services, of the Draft EIR, there would be a significant impact during Project construction associated with a temporary increase in demand for fire protection services at the Project site and roadway lane closures that may indirectly impact acceptable service ratios, response times, or other performance objectives for fire protection. To minimize impacts to a less-than-significant level, Mitigation Measure **MM-TRA-B**, set forth below, would be implemented. To provide additional environmental benefits related to fire protection, the Project would implement WFR-PDF-A, which would require that the Project the prepare a Fire Protection Plan to be implemented during construction of the Broadway Junction, Stadium Tower, and Dodger Stadium Station.

References. Section 3.15, Public Services, of the Draft EIR, pages 3.15-17 through 3.15-19.

6.7.1 Project Design Feature

- **WFR-PDF-A:** The Project will prepare a Fire Protection Plan, which will be implemented during construction of the Broadway Junction, Stadium Tower, and Dodger Stadium Station. The Fire Protection Plan will include the following measures that shall be implemented to the extent applicable in order to further reduce risks associated with ignition of wildland fire:
 - Prior to the start of any construction activities, a Fire Prevention Program Superintendent shall be designated to interface with the LAFD and coordinate fire watch and site fire prevention and response.
 - In exceedance of regulatory requirements, the Fire Prevention Program Superintendent shall prohibit hot work construction activities during Red Flag Warnings, which are issued for a stated period of time by the National Weather Service using pre-determined criteria to identify particularly critical wildfire danger in a particular geographic area.
 - Prior to the start of any hot work construction activities, the Fire Prevention Program Superintendent will implement tiered fire watches with increased staff tasked with monitoring for ignitions during hot work activities (fire watch). The fire watch shall be provided during hot work and shall continue to monitor for a minimum of 30 minutes following completion of the hot work activities. The Fire Prevention Program Superintendent may determine during construction that this monitoring period be increased based on the potential for weather conditions that may increase the potential for sparks to be carried by the wind and result in ignition (i.e., the potential for high wind events, high temperature, and/or low relative humidity).
 - Prior to the start of any construction activities, the construction manager in coordination with the Fire Prevention Program Superintendent shall provide site fire safety training for all construction crew members, including on the regulatory requirements set forth in Section 3.20.2, the proper use of firefighting equipment, and procedures to be followed in the event of a fire. Project staff shall be trained prior to the start of construction to identify and report to the appropriate authority potential fire safety hazards, including the presence of sparks or smoke. The construction manager shall maintain training records which will be available for review by Metro, the City, and LAFD.
 - Prior to the start of construction, the construction area shall be cleared of all dead and downed vegetation and dead or dry leaves and pine needles from the ground. Trees within the construction area shall either be removed or trimmed to keep branches a minimum of 10 feet from other trees. Vegetation

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within the construction area shall be controlled through periodic cutting and spraying of weeds.

- Ongoing fire safety inspections and patrols of the construction site shall be integrated into Project site security procedures for the duration of construction. The assigned fire patrols shall verify the proper tools and equipment are on site, serve as a lookout for fire starts, including participating in a fire watch to make sure no residual fire exists following the completion of the construction activity.
- Each construction area shall be equipped with fire extinguishers and firefighting equipment sufficient to extinguish small flames.
- The Fire Prevention Program Superintendent shall provide outreach and orientation services to responding fire stations including pre-staging measures prior to the start of hot work construction activities.
- Any fire ignited on site shall be promptly reported to LAFD

6.7.2 Mitigation Measure

MM-TRA-B: Construction Traffic Management Plan (see above).

Finding. The potential impacts related to fire protection services described above would be mitigated by requiring a Construction Traffic Management Plan. For the reasons set out above and in the Draft EIR, Metro finds that, through implementation of Mitigation Measure **MM-TRA-B**, the Project's impacts associated with increased demand for fire services would be reduced to less-than-significant levels. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. Police Protection: (Construction) As discussed more fully in Section 3.15, Public Services, of the Draft EIR, there would be a significant impact during Project construction associated with a temporary increase in demand for police protection services. To minimize impacts to a less-than-significant level, Mitigation Measure **MM-TRA-B**, set forth above, would be implemented.

References. Section 3.15, Public Services, of the Draft EIR, pages 3.15-21 through 3.15-23.

6.7.3 Mitigation Measures

MM-TRA-B: Construction Traffic Management Plan (see above).

Finding. The potential impacts related to police protection services described above would be mitigated by requiring a Construction Traffic Management Plan. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measure **MM-TRA-B**, the Project's impacts associated with increased demand for fire services would be reduced to less-than-significant levels. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

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Threshold. *Schools:* (Construction) As discussed more fully in Section 3.15, Public Services, of the Draft EIR, there would be a significant impact during Project construction of the Broadway Junction would result in temporary impacts related to dust, noise, and lane closures that may indirectly impact Cathedral High School. In addition, temporary lane closures during construction would increase traffic volumes on detour routes, which could increase traffic congestion on those routes, requiring measures to ensure adequate emergency access is maintained in and around the Project alignment and component sites, as well as to ensure that adequate traffic signals and crossing guard personnel are present throughout construction where both existing and unsignalized school crosswalks and crossings occur along proposed detour routes. To minimize impacts to a less-than-significant level, Mitigation Measure **MM-TRA-B**, set forth above, would be implemented.

References. Section 3.15, Public Services, of the Draft EIR, pages 3.15-24 through 3.15-25.

6.7.4 Mitigation Measure

MM-TRA-B: Construction Traffic Management Plan (see above).

Finding. The potential impacts related to schools described above would be mitigated by requiring a Construction Traffic Management Plan. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measure **MM-TRA-B**, the Project's impacts associated with schools would be reduced to less-than-significant levels. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. *Other Public Services:* (Construction) As discussed more fully in Section 3.15 of the Draft EIR, there would be a significant impact during Project construction due to temporary lane closures that would increase traffic volumes on detour routes, which could increase traffic congestion. To minimize impacts to a less-than-significant level, Mitigation Measure **MM-TRA-B** set forth below, would be implemented.

References. Section 3.15, Public Services, of the Draft EIR, pages 3.15-25 through 3.15-26.

6.7.5 Mitigation Measure

MM-TRA-B: Construction Traffic Management Plan (see above).

Finding. The potential impacts related to other public services described above would be mitigated by requiring a Construction Traffic Management Plan. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measure **MM-TRA-B**, the Project's impacts associated with other public services would be reduced to less-than-significant levels. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

6.8 TRANSPORTATION

As discussed in Section 3.17, Transportation, of the Draft EIR, the Project would result in potentially significant impacts related to transportation with respect to the following significance thresholds:

- Would the Project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- Would the Project result in inadequate emergency access?

Threshold. *Geometric Design Features:* (Construction and Operations)

Construction. As discussed more fully in Section 3.17, Transportation, of the Draft EIR, Project construction would introduce lane closures and closed worksites within City streets for construction activities, such as foundations and steel erection. Construction worksites would be fenced, and features such as lane closures and associated lane tapers, temporary advance warning signs, and detour signs would be implemented to ensure that no significant temporary geometric design hazards are introduced during the construction period after mitigation. Construction of the proposed Project would not substantially increase hazards due to a geometric design feature or incompatible use with implementation of Mitigation Measure **MM-TRA-B**. As Project features get constructed, such as columns, the potential for visibility obstructions detailed below for operations could be introduced. As these features are constructed, Mitigation Measure **MM-TRA-A**, would be implemented concurrently to ensure that these impacts would be less than significant during construction.

Operations. During operations, the Alameda Tower would obstruct the horizontal line of sight between a westbound vehicle on Alhambra Avenue, approaching the right turn onto northbound Alameda Street, and a vehicle traveling northbound on Alameda Street, 250 feet upstream of the intersection. At Chinatown/State Park Station, pedestrians who cross outside of the crosswalk to the west of columns developed as part of the Project could be obstructed for motorists traveling southbound on Spring Street making a right turn into the driveway. To mitigate these impacts to a less-than-significant level, Mitigation Measure **MM-TRA-A**, described below, would be implemented. In addition, to provide for additional environmental benefits and as a best practice to further enhance pedestrian visibility, the Project would incorporate TRA-PDF-A, which would stripe a high visibility crosswalk and provide upgraded lighting for the driveway crossing south of the Los Angeles State Historic Park.

References. Section 3.17, Transportation, of the Draft EIR, pages 3.17-39 through 3.17-45; Appendix N, Transportation Appendices, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.8.1 Project Design Features

TRA-PDF-A: Additional Visibility Enhancements: Subject to the approval of the Los Angeles Department of Transportation, as a best practice to further enhance pedestrian visibility at the Chinatown/State Park Station, stripe a high visibility crosswalk and add

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upgraded lighting for the driveway crossing south of the Los Angeles State Historic Park.

6.8.2 Mitigation Measure

MM-TRA-A: Visibility Enhancements. Prior to the completion of construction of the proposed Project, and in coordination with and subject to the approval of LADOT, the Project Sponsor shall design the following visibility enhancements at the following locations:

- Alameda Tower – Implement a no right turn on red restriction to prohibit vehicles from making a right turn on red from westbound Alhambra Avenue to northbound Alameda Street.
- Chinatown/State Park Station – Implement an operational strategy or design to channelize pedestrians walking from the Los Angeles State Historic Park to the crosswalk across the existing driveway south of the Park to prevent pedestrians from crossing the driveway west of columns supporting the Chinatown/State Park Station to ensure crossings occur in the crosswalk where visibility is sufficient. The ultimate design or operational method of channelization (such as station staff directing pedestrians towards the crosswalk or a physical method such as a gate) would be coordinated with State Parks.

The mitigation measure would be implemented during the construction phase and would be completed prior to proposed Project operations.

MM-TRA-B: Construction Traffic Management Plan (see above).

Finding. The potential impacts related to Transportation described above would be mitigated by requiring visibility enhancements. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measures **MM-TRA-A** and **MM-TRA-B**, the Project's impacts associated with increased hazards due to a geometric design features would be reduced to less-than-significant levels. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. Inadequate Emergency Access: (Construction) As discussed more fully in Section 3.17, Transportation, of the Draft EIR, there would be a significant impact during Project construction associated with inadequate emergency access. Project construction would entail temporary roadway closures associated with Project construction. Designated disaster routes would also experience temporary closures associated with Project construction, requiring detours. To minimize impacts to a less-than-significant level, Mitigation Measures **MM-TRA-B** and **MM-TRA-C** would be implemented.

References. Section 3.17, Transportation, of the Draft EIR, pages 3.17-45 through 3.17-66; Appendix N, Transportation Appendices, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

6.8.3 Mitigation Measures

MM-TRA-B: Construction Traffic Management Plan (see above).

MM-TRA-C: Temporary Disaster Route Plan (see above).

Finding. The potential impacts related to Transportation described above, would be mitigated by requiring compliance with a Construction Traffic Management Plan and a Temporary Disaster Route Plan. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measures **MM-TRA-B** and **MM-TRA-C**, the Project's impacts associated with inadequate emergency access would be reduced to less-than-significant levels. For this impact, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

6.9 TRIBAL CULTURAL RESOURCES

As discussed in Section 3.18, Tribal Cultural Resources, of the Draft EIR, the Project would result in potentially significant impacts related to tribal cultural resources with respect to the following significance thresholds:

- Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, in in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?
- Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Threshold. Listed or Eligible for Listing in the California Register of Historical Resources: (Construction) As discussed in Section 3.18, Tribal Cultural Resources, of the EIR, archival research for the Area of Direct Impacts for archaeological resources and within a 1/8-mile radius of the Area of Direct Impacts was conducted and resulted in the identification of one multi-component (prehistoric and historic) site, Resource 19-001575. The site was determined eligible for the NRHP, is considered eligible for the CRHR, and is possibly considered a TCR. Construction of the vertical circulation elements for the proposed Alameda Station in the area of the planned LAUS Forecourt would require ground-disturbing activities of up to 10 feet within the resource boundaries. As such, impacts could be potentially significant if unknown TCR are identified during construction. To minimize the potential impacts to tribal cultural resources

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associated with the construction of the Project, Mitigation Measure **MM-CUL-D** described below, would be implemented.

References. Section 3.18, Tribal Cultural Resources, of the Draft EIR, pages 3.18-14 through 3.18-15.

6.9.1 Mitigation Measure

MM-CUL-D: Archaeological Testing Plan for LAUS Forecourt (see above).

Finding. With the implementation of Mitigation Measure **MM-CUL-D**, impacts related to tribal cultural resources would be reduced to a less than significant level. For the reasons stated above and as set forth in the Draft EIR, Metro finds that these impacts related to tribal cultural resources would be reduced to less-than-significant levels. For these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

Threshold. *Resource Determined Significant by the Lead Agency:* (Construction) As discussed in Section 3.18, Tribal Cultural Resources, Metro contacted representatives of eight tribes with a letter invitation for consultation, as required by AB 52. Metro received a response from the Gabrielino Tongva Indians of California Tribal Council and consulted with two tribal representatives from the Gabrieleno Band of Mission Indians - Kizh Nation. Tribal representatives emphasized that tribal cultural resources could easily be discovered through excavation. Ground-disturbing activities have the potential to reveal additional unidentified subsurface deposits of prehistoric and historic-age, and Native American burials. If previously unidentified archaeological resources, including tribal cultural resources, are encountered during construction, the possibility exists that those resources could be disturbed or damaged during construction, resulting in a potentially significant impact. To minimize the potential impacts to tribal cultural resources associated with the construction of the Project, Mitigation Measures **MM-TCR-A**, **MM-CUL-A**, and **MM-CUL-D**, described below, would be implemented.

References. Section 3.18, Tribal Cultural Resources, of the Draft EIR, pages 3.18-15 through 3.18-17.

6.9.2 Mitigation Measure

MM-TCR-A: Native American Monitor. Because of the potential to encounter tribal cultural resources, a Native American monitor shall be retained to monitor project-related, ground-disturbing construction activities (e.g., boring, grading, excavation, drilling, trenching) that occur after existing pavement and structures are removed at the location of the Alameda Station. If cultural resources are encountered elsewhere along the alignment during construction that, in the opinion of the archaeological Principal Investigator (as defined in 32 CFR Section 767.8), are likely of Native American origin, then Native American monitoring may be extended to include the area of the find. The Principal Investigator will make the recommendation to the Project Sponsor and Metro if it seems the Native American monitoring should be extended. The appropriate Native American monitor shall be selected based on ongoing coordination with consulting tribes and shall be identified in the CRMMP.

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The CRMMP is described in Mitigation Measure CUL A. Specifically, the CRMMP and Native American monitoring would be applicable to ground disturbance activities extending into native soils at the location of the Alameda Station and, if cultural resources are encountered elsewhere along the alignment during construction that, in the opinion of the archaeological Principal Investigator, are likely of Native American origin. Monitoring procedures and the role and responsibilities of the Native American monitor shall be outlined in the CRMMP. In the event the Native American monitor identifies cultural or archeological resources, the monitor shall be given the authority to temporarily halt construction (if safe) within 50 feet (15 meters) of the discovery to investigate the find and contact the archaeological Principal Investigator. The Native American monitor and consulting tribe(s) shall be provided an opportunity to participate in the documentation and evaluation of the find. If a data recovery plan is prepared, the consulting tribe(s) shall be provided an opportunity to review and provide input on the plan.

MM-CUL-A: Cultural Resources Monitoring and Mitigation Plan (see above).

MM-CUL-D: Archaeological Testing Plan for LAUS Forecourt (see above).

Finding. With the implementation of Mitigation Measures **MM-TCR-A**, **MM-CUL-A**, and **MM-CUL-D**, impacts related to tribal cultural resources would be reduced to a less than significant level. For the reasons stated above and as set forth in the EIR, Metro finds that these impacts related to tribal cultural resources would be reduced to less-than-significant levels. For these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

6.10 UTILITIES AND SERVICE SYSTEMS

As discussed in Section 3.19, Utilities and Service Systems, of the Draft EIR, the Project would result in potentially significant impacts related to utilities and service systems with respect to the following significance thresholds:

- Would the Project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?
- Would the Project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Compliance with federal, state, and local management and reduction statutes and regulations related to solid waste?

Threshold. Relocation or Construction of New Facilities: (Construction) As discussed more fully in Section 3.19, Utilities and Service Systems, of the Draft EIR, there would be potentially significant impacts associated with the required relocations of existing utilities during Project construction. Construction of the Project would require relocations of existing utilities, which would

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be coordinated with the utility providers and conducted in compliance with the applicable State and local codes and regulations. The environmental impacts associated with the relocations of these utilities as part of the Project would not result in any physical environmental effects beyond those identified in other sections of the Draft EIR. In addition, prior to beginning construction, it would be necessary to relocate, modify, or protect in place all utilities and below-grade structures that would conflict with excavations for street level and underground structures. Shallow utilities that would interfere with excavation work, such as maintenance holes or pull boxes, would be modified and moved away from the construction area. Travel lanes would need to be temporarily occupied during utility relocation for approximately two to three blocks at a time. The relocations of existing utilities may cause a significant impact related to interruption of services for the surrounding area. To minimize the potential interference with existing utilities associated with the construction of the Project, Mitigation Measure **MM-USS-A**, described below, would be implemented.

References. Section 3.19, Utilities and Service Systems, of the Draft EIR, pages 3.19-18 through 3.19-21; Section 5.0, Corrections and Additions, of the Final EIR.

6.10.1 Mitigation Measure

MM-USS-A: Development of a Utility Relocation Plan. Before the start of construction-related activities, including the relocation of utilities, the Project Sponsor shall coordinate with the Los Angeles Department of Water & Power, the Los Angeles Sanitation & Environment Department, the Southern California Gas Company, and Metro to prepare a Utility Relocation Plan. The Project Sponsor shall also coordinate with the utility companies to minimize impacts to services throughout the Project and obtain their approval of the Utility Relocation Plan. The Utility Relocation Plan shall be prepared, reviewed, and approved by a licensed civil engineer and, at a minimum, include the following:

- Plans that identify the utility infrastructure elements, including access for utility providers and easements, as applicable, that require relocation as a result of the proposed Project;
- Safety measures to avoid any human health hazards or environmental hazards associated with capping and abandoning some utility infrastructure, such as natural gas lines or sewer lines; and
- Timing for completion of the utility relocation, which shall be scheduled to minimize disruption to the utility companies and their customers.

Finding. The potential impacts related to Utilities and Service Systems described above would be mitigated by requiring compliance with the Utility Relocation Plan. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measure **MM-USS-A**, the Project's impacts associated with relocation and/or construction of new or expanded utilities would be reduced to less-than-significant levels. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

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Threshold. Solid Waste: (Construction) As discussed more fully in Section 3.19, Utilities and Service Systems, of the Draft EIR, there would be potentially significant impacts associated with the generation of construction waste from building demolition (1201 North Broadway), site clearing, removal of asphalt, and excavation. It is estimated that approximately 78,500 cubic yards of demolition debris would be generated, of which approximately 62,600 cubic yards would be soil, which is anticipated to not go to landfills. Excavated soil and land clearing debris would be sold and/or reused or recycled for backfill, as the majority of the soil is anticipated to be uncontaminated. However, there is the potential to encounter contaminated soil during construction activities. To mitigate these impacts to a less-than-significant level, Mitigation Measure **MM-HAZ-A**, described above, would be implemented.

References. Section 3.19, Utilities and Service Systems, of the Draft EIR, page 3.19-25; Section 5.0, Corrections and Additions, of the Final EIR.

6.10.2 Mitigation Measure

MM-HAZ-A: Prepare a Soil and Groundwater Management Plan (see above).

Finding. The potential impacts related to Utilities and Service Systems described above would be mitigated by requiring compliance with the Soil and Groundwater Management Plan. For the reasons set out above and in the EIR, Metro finds that, through implementation of Mitigation Measure **MM-HAZ-A**, the Project's solid waste impacts would be reduced to less-than-significant levels. For each of these impacts, Metro adopts CEQA Finding 1, as identified in Section 4 above and in Section 15091(a)(1) of the CEQA Guidelines.

7. ENVIRONMENTAL IMPACTS FOUND TO BE LESS THAN SIGNIFICANT

Metro finds that, based upon substantial evidence in the record, as discussed below, the following impacts associated with the Project are less than significant, and no mitigation is required.

7.1 AESTHETICS

As discussed in Section 3.1, Aesthetics, of the Draft EIR, the Project would result in less-than-significant impacts related to aesthetics with respect to the following significance thresholds:

- Would the Project have a substantial adverse effect on a scenic vista?
- In non-urbanized areas, would the Project substantially degrade the existing visual character or quality of public views of the site and its surroundings (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?
- Would the Project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

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Threshold. *Scenic Vista:* (Construction and Operations) As discussed in Section 3.1, Aesthetics, of the Draft EIR, while the Project provides views that are scenic to certain viewers, there are no designated scenic vistas present in the area of potential impact. However, the Project area provides views that are considered scenic by certain viewers, including views of the downtown Los Angeles skyline, LAUS, El Pueblo, Los Angeles State Historic Park, Arroyo Seco Parkway, Dodger Stadium, and the mountains that make up the Transverse Ranges, including the San Gabriel and San Bernardino Mountains. The Project would not significantly block scenic or panoramic views. The simulated views of the Project as shown in KOPs illustrate that views considered to be scenic locally would not be substantially impacted. In addition, views from the Los Angeles State Historic Park toward the surrounding existing urban landscape exhibit various visual values, and the proposed Project would not substantially impact these views. Changes to views during the construction phase would be noticeable; however, because construction activities are temporary in nature, construction activities would not result in a substantial adverse effect on a scenic vista and construction of the Project would not substantially affect designated scenic vistas or views of other prominent visual resources, and impacts would be less than significant. Operation of the Project would represent a change in views compared to existing conditions. However, the Project would not block any designated scenic views, alter a designated scenic area, or block panoramic views. As such, construction and operation of the Project would not substantially affect scenic vistas or other panoramic views, and impacts would be less than significant.

References. Section 3.1, Aesthetics, of the Draft EIR, pages 3.1-33 through 3.1-35; Appendix C, Visual Impact Assessment, of the Draft EIR; Appendix H.1, Memo Regarding Preparation of View Simulations, of the Final EIR, Appendix H.2, Supplemental KOPs in Response to Comments, of the Final EIR, Section 5.0, Corrections and Additions, of the Final EIR.

7.1.1 Mitigation Measures

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the Draft EIR, Metro finds that these aesthetic impacts related to scenic vistas would be less than significant.

Threshold. *Public Views and Scenic Quality:* (Construction and Operations) Since the Project is in an urbanized area, the Project was analyzed for its potential to conflict with applicable zoning and other regulations governing scenic quality, in accordance with State CEQA Guidelines Appendix G. Construction of the Project would represent a temporary change in the visual quality and character of area of potential impact; however, construction impacts with respect to conflicting with regulations that govern scenic quality would be less than significant. The Project would be consistent with applicable zoning and other regulations governing scenic quality. As a result, the operation of the Project would have less than significant impacts related to visual character and quality.

References. Section 3.1, Aesthetics, of the Draft EIR, pages 3.1-36 through 3.1-52; Appendix C, Visual Impact Assessment, of the Draft EIR; Appendix H.1, Memo Regarding Preparation of View

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Simulations, of the Final EIR, Appendix H.2, Supplemental KOPs in Response to Comments, of the Final EIR, Section 5.0, Corrections and Additions, of the Final EIR.

7.1.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these aesthetic impacts related to public views and scenic quality would be less than significant.

Threshold. *Light and Glare:* (Construction and Operations) Construction would not significantly increase the ambient light levels in the vicinity because construction duration would be short and temporary, would be confined to localized sites, and would not constitute a substantial source of light or glare. Additionally, the incorporation of Project Design Feature AES-PDF-A would moderate and reduce luminance for building and signage lighting. Construction impacts related to light and glare would be less than significant. Any shading that would occur as a result of construction activities would be temporary and intermittent for an approximately 25-month period. Thus, the potential for construction activities to result in shading and shadows would be minimal; impacts from construction would be less than significant. Project operations would not create a substantial source of light or glare that would result in adverse effects to day/nighttime views of the area, and would comply with applicable City regulations related to light and glare. Therefore, impacts would be less than significant. Similarly, impacts related to shading would be less than significant.

References. Section 3.1, Aesthetics, of the Draft EIR, pages 3.1-52 through 3.1-56; Appendix C, Lighting Study, of the Draft EIR; Appendix H.1, Memo Regarding Preparation of View Simulations, of the Final EIR, Appendix H.2, Supplemental KOPs in Response to Comments, of the Final EIR, Section 5.0, Corrections and Additions, of the Final EIR.

7.1.3 Project Design Feature

AES-PDF-A: Project Lighting. The Project would also include the following Project Design Features related to lighting:

- Building Lighting will not exceed 60 watts.
- Building Lighting outdoor luminaires will not exceed 6200 initial lumens.
- Sign Lighting luminance will not exceed 10,000 candelas per m² (cd/m²) during the day from after sunrise until 45 minutes prior to sunset. Sign Lighting will not exceed 300 cd/m² at night from sunset until 45 minutes prior to sunrise.
- Sign Lighting luminance shall transition smoothly from daytime luminance to nighttime luminance and vice versa.
- Illuminated signs that have the potential to exceed 300 cd/m² will include an electronic control mechanism to reduce sign luminance to 300 cd/m² at any time when ambient sunlight is less than 100 footcandles (fc).

7.1.4 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these aesthetic impacts related to light, glare, and shade would be less than significant.

7.2 AGRICULTURE AND FORESTRY RESOURCES

As discussed in Section 3.2, Agriculture and Forestry Resources, of the Draft EIR, the Project would result in less-than-significant impacts related to agriculture and forestry resources with respect to the following significance thresholds:

- Would the Project conflict with existing zoning for agricultural use, or a Williamson Act contract?

Threshold. Agricultural Zoning: (Construction and Operations) The Project would not conflict with a Williamson Act contract, as, there are no Williamson Act contracts within Los Angeles County. The Stadium Tower site and the Dodger Stadium Station site are both zoned A1; however, neither site contains agricultural uses. Therefore, construction and operation of the Project would not conflict with existing zoning for agricultural use or a Williamson Act contract. The impact would be less than significant.

References. Section 3.2, Agriculture and Forestry Resources, of the Draft EIR, page 3.2-6.

7.2.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these agriculture and forestry resources impacts related to zoning and Williamson Act contracts would be less than significant.

7.3 AIR QUALITY

As discussed in Section 3.3, Air Quality, of the Draft EIR, the Project would result in less-than-significant impacts related to air quality with respect to the following significance thresholds:

- Would the Project conflict with or obstruct implementation of the applicable air quality plan?
- Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?
- Would the Project expose sensitive receptors to substantial pollutant concentrations?

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- Would the Project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Threshold. *Air Quality Plan: (Construction and Operations)* Neither construction nor operation of the Project would impair or delay the region's ability to achieve the SCAQMD's goals for attainment of air quality standards. Therefore, impacts related to conflict with or obstruction of implementation of the applicable air quality plan would be less than significant. Additionally, the incorporation of Project Design Feature AIR-PDF-A shall require all off-road diesel-powered construction equipment greater than 50 horse power shall meet, at a minimum, the Tier 4 emission standards for nonroad diesel engines promulgated by the USEPA.

References. Section 3.3, Air Quality, of the Draft EIR, pages 3.3-20 through 3.3-21; Appendix D, Air Quality/Health Risk Assessment Technical Report, of the Draft EIR.

7.3.1 Project Design Feature

AIR-PDF-A All off-road diesel-powered construction equipment greater than 50 horsepower shall meet, at a minimum, the Tier 4 emission standards for nonroad diesel engines promulgated by the USEPA.

7.3.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these air quality impacts related air quality plans would be less than significant.

Threshold. *Cumulatively Considerable Net Increase of Any Criteria Pollutant: (Construction and Operations)* As discussed in detail in Section 3.3, Air Quality, of the Draft EIR, estimated maximum mass daily emissions for Project construction and operations are less than the SCAQMD mass daily significance thresholds for all criteria pollutants and this impact would be less than significant. To provide additional environmental benefits related to criteria pollutants, the Project would incorporate AIR-PDF-A.

References. Section 3.3, Air Quality, of the Draft EIR, pages 3.3-21 through 3.3-24; Appendix D, Air Quality/Health Risk Assessment Technical Report, of the Draft EIR.

7.3.3 Project Design Feature

AIR-PDF-A (see above)

7.3.4 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these air quality impacts related to increase of any cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment would be less than significant.

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Threshold. *Sensitive Receptors:* (Construction and Operations) As discussed in detail in Section 3.3, Air Quality, of the Draft EIR, during construction the Project would not expose sensitive receptors to substantial concentrations of NO_x, CO, PM₁₀, and PM_{2.5}. Similarly, the Project would not expose sensitive receptors to substantial concentrations of pollutants during operations because the Project does not include any land uses or operational emissions that would materially impact ambient air quality during operations, consistent with SCAQMD's methodology. Impacts would be less than significant. To provide additional environmental benefits related to sensitive receptors, the Project would incorporate AIR-PDF-A.

References. Section 3.3, Air Quality, of the Draft EIR, pages 3.3-25 through 3.3-27; Appendix D, Air Quality/Health Risk Assessment Technical Report, of the Draft EIR.

7.3.5 Project Design Feature

AIR-PDF-A (see above)

7.3.6 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these air quality impacts related to sensitive receptors would be less than significant.

Threshold. *Other Emissions:* (Construction and Operations) As discussed in Section 3.3, Air Quality, of the Draft EIR, the Project would not include any uses identified by the SCAQMD as being associated with odors and is not expected to result in significant odors. Thus, the Project would not result in odors adversely affecting a substantial number of people. Impacts would be less than significant. To provide additional environmental benefits related to other emissions, the Project would incorporate **AIR-PDF-A**.

References. Section 3.3, Air Quality, of the Draft EIR, page 3.3-27; Appendix D, Air Quality/Health Risk Assessment Technical Report, of the Draft EIR.

7.3.7 Project Design Feature

AIR-PDF-A (see above)

7.3.8 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these air quality impacts associated with other emissions would be less than significant.

7.4 BIOLOGICAL RESOURCES

As discussed in Section 3.4, Biological Resources, of the Draft EIR, the Project would result in less-than-significant impacts related to biological resources with respect to the following significance thresholds:

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- Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
- Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?
- Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Threshold. Candidate, Sensitive, or Special Status Species: (Operations) As discussed in Section 3.4, Biological Resources, of the Draft EIR, the Biological Survey Area (“BSA”) does not provide suitable habitat for special-status plant species, and migration of special-status birds and raptors is not expected to be concentrated in the BSA. Operation may include noise and increased human activity, especially near station locations and queuing areas. However, the BSA does not include suitable habitat for special-status plant species. Given the heavily urbanized nature of the BSA and limited amount of suitable foraging and nesting habitat, special-status birds and raptors are not expected to occur in the BSA, except potentially as transient migrants. Migration is not expected to be concentrated in the BSA. In addition, the risk of avian collisions with the cables or components of the Project is expected to be less than significant. Design features of the proposed Project (e.g., the lack of shield wires, the inclusion of slack carriers, presence of moving gondola cabins, and vinyl window film) are likely to reduce the risk of avian collisions in comparison to transmission lines. Therefore, operation of the Project would have a less than significant impact on species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS.

References. Section 3.4, Biological Resources, of the Draft EIR, pages 3.4-18 through 3.4-19; Appendix E, Biological Resources Assessment, of the Draft EIR; Appendix G, Supplemental Biological Resources Report, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.4.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these biological resources impacts would be less than significant.

Threshold. Wildlife Movement/Wildlife Corridors/Wildlife Nursery Sites: (Operations) Natural vegetation communities or waterways are not present in the biological study area and birds are not expected to concentrate in the area due to lack of suitable habitat. Therefore, operation of the Project would result in a less than significant impact related to substantially interfering with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impeding the use of native wildlife nursery sites. In

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addition, the risk of avian collisions with the cables or components of the Project is expected to be less than significant. Design features of the proposed Project (e.g., the lack of shield wires, the inclusion of slack carriers, presence of moving gondola cabins, and vinyl window film) are likely to reduce the risk of avian collisions in comparison to transmission lines. Further, the proposed Project towers and cables are below the heights where most avian collision impacts occur, as most avian flight during migration occurs at thousands of feet agl, whereas the proposed Project component heights are all below 200 feet agl. In order to provide additional environmental benefits, the Project would also incorporate BIO-PDF-C, which would require cabin windows to be designed with non-transparent (tinted) and/or partially covered with a vinyl window film to be made visible to birds in flight.

References. Section 3.4, Biological Resources, of the Draft EIR, page 3.4-21; Appendix E, Biological Resources Assessment, of the Draft EIR; Appendix G, Supplemental Biological Resources Report, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.4.2 Project Design Feature

BIO-PDF-C: Cabin Window Features. The cabin windows shall be designed with non-transparent (tinted) and/or partially covered with a vinyl window film to be made visible to birds in flight. Reflective surfaces would be reduced as much as possible with opaque or translucent surfaces.

7.4.3 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these biological resources impacts related to wildlife movement, corridors, and nursery sites would be less than significant.

Threshold. *Conflict with Local Policies or Ordinances Protecting Biological Resources:* (Construction) A tree inventory report was prepared for the Project alignment, including the areas along the alignment between Project components. Trees occurring along the Project alignment were inventoried for species, size, and location. Of the 260 trees identified in the tree inventory report, 250 are proposed for removal and 10 would be preserved. Of the 250 trees proposed for removal, 141 are under the jurisdiction of the City of Los Angeles, including one protected tree, 106 significant trees, and 34 trees in the City ROW. The other 109 trees proposed for removal are under the jurisdiction of an entity other than the City, including 75 trees within the California Department of Parks and Recreation's jurisdiction. The Project would comply with applicable tree replacement requirements, based on the jurisdiction of the property where each tree is located. Therefore, construction of the Project would not result in a conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. Accordingly, construction impacts would be less than significant. Nevertheless, in order to provide additional environmental benefits, the Project would also incorporate BIO-PDF-A, BIO-PDF-E, and BIO-PDF-F. BIO-PDF-A would require that the Project establish a Tree Protection Zone to protect trees during construction. BIO-PDF-E would require that trees scheduled for removal resulting from the Project be inspected for contagious tree diseases. BIO-PDF-F would require

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that the Project adhere to applicable tree replacement ratios under the City of Los Angeles, California Department of Parks and Recreation, and Caltrans.

References. Section 3.4, Biological Resources, of the Draft EIR, pages 3.4-22 through 3.4-24; Appendix E, Biological Resources Assessment, of the Draft EIR; Appendix G, Supplemental Biological Resources Report, of the Final EIR; Appendix K.1, Updated Tree Report, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.4.4 Project Design Features

BIO-PDF-A: (see above).

BIO-PDF-E: Tree Disease Management (see above).

BIO-PDF-F: (see above).

7.4.5 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that impacts related to a conflict with local policies or ordinances protecting biological resources would be less than significant.

7.5 CULTURAL RESOURCES

As discussed in Section 3.5, Cultural Resources, of the Draft EIR, the Project would result in less-than-significant impacts related to cultural resources with respect to the following significance thresholds:

- Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

Threshold. *Historical Resources:* (Operations) Operation of the Project would result in direct impacts and indirect impacts to historical resources. Direct impacts include physical components located within historical resource boundaries. Indirect impacts include visual, auditory, and atmospheric changes to the setting of identified historical resources. However, all impacts would be less than significant as the historic resources would continue to convey their individual significance and their existing physical integrity and character-defining features would remain intact.

References. Section 3.5, Cultural Resources, of the Draft EIR, pages 3.5-49 through 3.5-56; Appendix G, Historical Resource Technical Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

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7.5.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these cultural resources impacts to historical resources would be less than significant.

7.6 ENERGY

As discussed in Section 3.6, Energy, of the Draft EIR, the Project would result in less-than-significant impacts related to energy with respect to the following significance thresholds:

- Would the Project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?
- Would the Project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Threshold. *Consumption of Energy Resources - Electricity:* (Construction and Operations) Construction and operation of the Project would require electricity; however, electricity use would have a negligible effect on LADWP peak demand. Therefore, Project construction and operation would have a less than significant impact related to wasteful, inefficient, or unnecessary consumption of electricity.

Consumption of Energy Resources - Fuel: (Construction and Operations) Fuel use during construction would be considered negligible when evaluated on a local and regional scale and would not adversely impact local or regional energy supplies or require additional capacity. Operation of the Project would decrease the number of people traveling to Dodger Stadium and the surrounding area in passenger vehicles and increase the number of people using public transit, reducing fuel use. Therefore, Project construction and operation would have a less than significant impact related to wasteful, inefficient, or unnecessary consumption of fuel.

Consumption of Energy Resources - Natural Gas: (Construction) Construction of the Project would involve the use of transportation fuel, including natural gas use in off-road construction equipment, haul trucks, vendor trucks, construction worker vehicles, and worker shuttles. Natural gas use during construction would be considered negligible. Therefore, Project construction and operation would have a less than significant impact related to wasteful, inefficient, or unnecessary consumption of natural gas.

References. Section 3.6, Energy, of the Draft EIR, pages 3.6-15 through 3.6-20; Appendix H, Energy Technical Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.6.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

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Finding. For the reasons stated above and provided in the EIR, Metro finds that these energy impacts associated with energy consumption would be less than significant.

Threshold. *Conflict with Renewable Energy or Energy Efficiency Plan:* (Construction and Operations) Because the Project would result in a net decrease of GHG emissions and fuel usage, the Project is consistent with applicable renewable energy and energy efficiency plans, policies, and regulations. Therefore, the Project would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency. The impact would be less than significant.

References. Section 3.6, Energy, of the Draft EIR, pages 3.6-20 through 3.6-21; Appendix H, Energy Technical Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.6.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these energy impacts associated with energy plans would be less than significant.

7.7 GEOLOGY AND SOILS

As discussed in Section 3.7, Geology and Soils, of the Draft EIR, the Project would result in less-than-significant impacts related to geology and soils with respect to the following significance thresholds:

- Would the Project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving: rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; or landslides?
- Would the Project result in substantial soil erosion or the loss of topsoil?
- Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?
- Would the Project be located on expansive soil, as defined in Section 1803.5.3 of the current CBC, creating substantial direct or indirect risks to life or property?

Threshold. *Earthquake Fault Rupture:* (Operations) As discussed in Section 3.7, Geology and Soils, of the Draft EIR, although the Project would be in the seismically active region of southern California, it would not be in a State of California Earthquake Fault Zone (Alquist-Priolo Earthquake Fault Zone). The fault closest to the Project site is the Elysian Park fault. According to the U.S. Geological Survey Quaternary fault and fold database, the location of the Upper

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Elysian Park fault is inferred to cross under the alignment. The Upper Elysian Park fault is a north-to-northeast-dipping fault that underlies the northern Los Angeles basin from Griffith Park to Garvey Reservoir. However, the Elysian Park fault is a blind thrust fault, which means it is not capable of surface fault rupture, and therefore is not subject to the conditions of the Alquist-Priolo Act. The Elysian Park thrust fault is considered to be seismogenic (capable of generating earthquakes) from a depth of approximately 2 miles below ground surface in the south-southwest, to approximately 10 miles below ground surface in the north-northeast. Accordingly, impacts related to rupture of a known earthquake fault would be less than significant. Further, the Project would be designed and constructed in accordance with applicable building codes, and therefore would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault; strong seismic ground shaking; seismic related ground failure, including liquefaction; or landslides, and the impact would be less than significant.

References. Section 3.7, Geology and Soils, of the Draft EIR, page 3.7-15; Appendix I, Geotechnical Document in Support of the Environmental Impact Report, of the Draft EIR; Appendix F, Memo on Structural Engineering, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.7.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these geology and soils impacts associated with earthquake fault rupture would be less than significant.

Threshold. *Soil Erosion:* (Construction and Operations) As discussed in Section 3.7, Geology and Soils, of the Draft EIR, the Stadium Tower is on vegetated hillside and would have a relatively small footprint (approximately 870 square feet). During construction, it is anticipated that an approximately 23,500-square-foot area around the tower base would be used for construction support activities. The proposed Dodger Stadium Station would have a footprint of approximately 27,770 square feet at ground level and approximately 87,000 square feet would be used for construction support space. The Dodger Stadium Station would be partially situated on an existing parking lot, and partially over the existing vegetated slope. The potential for impacts relative to loss of topsoil is extremely low due to the urban nature of the Project area, the small foundation footprint of the proposed Stadium Tower, and the portion of the Dodger Stadium Station that extends onto a currently vegetated slope.

Project construction would involve general earthwork to prepare the foundations, which would temporarily expose bare soil, which would increase the potential for erosion. Additionally, exposed or stockpiled soils would also be susceptible to erosion. Sediments resulting from erosion might accumulate, blocking storm drain inlets and causing downstream sedimentation. However, the Project would be required to comply with all applicable federal, State, regional, and local regulations during construction activities and construction-related impacts due to soil erosion and loss of topsoil would be less than significant during Project construction. Once the Project is constructed, no substantial surface area would be exposed that could be subjected to accelerated

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soil erosion during operations and impacts related to substantial soil erosion or the loss of topsoil would be less than significant.

References. Section 3.7, Geology and Soils, of the Draft EIR, pages 3.7-15 through 3.7-16; Appendix I, Geotechnical Document in Support of the Environmental Impact Report, of the Draft EIR.

7.7.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these geology and soils impacts associated with soil erosion would be less than significant.

Threshold. *Off-site Landslide, Lateral Spreading, Subsidence, Liquefaction or Collapse:* (Operations) As discussed in detail in Section 3.7, Geology and Soils, of the Draft EIR, under the Project, the Alameda Station, Alameda Tower, Alpine Tower, Chinatown/State Park Station, and Broadway Junction would be in an area mapped as potentially subject to liquefaction. However, on completion of construction, the Project would have complied with applicable standards, requirements, and building codes related to subsidence, liquefaction, and settlement. With the incorporation of the recommendations presented in the final geotechnical investigation per Mitigation Measure **MM-GEO-A** and the adherence to the Operational Emergency Plan the operational impacts related to subsidence, liquefaction, and settlement would be less than significant.

References. Section 3.7, Geology and Soils, of the Draft EIR, pages 3.7-16 through 3.7-17; Appendix I, Geotechnical Document in Support of the Environmental Impact Report, of the Draft EIR; Appendix F, Memo on Structural Engineering, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.7.3 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these geology and soils impacts associated with on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse would be less than significant.

Threshold. *Expansive Soil.* (Operations) The Project would be in an area with the potential for expansive soil and soil corrosion. However, on completion of construction, the Project would have complied with applicable standards, requirements, and building codes and implemented Mitigation Measure **MM-GEO-A** to reduce potential impacts during construction. Accordingly, impacts related to expansive soil and/or soil corrosion would be less than significant.

References. Section 3.7, Geology and Soils, of the Draft EIR, page 3.7-18; Appendix I, Geotechnical Document in Support of the Environmental Impact Report, of the Draft EIR;

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Appendix F, Memo on Structural Engineering, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.7.4 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these geology and soils impacts associated with expansive soils would be less than significant; Section 5.0, Corrections and Additions, of the Final EIR.

7.8 GREENHOUSE GAS EMISSIONS

As discussed in Section 3.8, Greenhouse Gas Emissions, of the Draft EIR, the Project would result in less-than-significant impacts related to greenhouse gas emissions with respect to the following significance thresholds:

- Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- Would the Project conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?

Threshold. *Greenhouse Gas Emissions.* (Construction and Operations) As discussed in Section 3.8, Greenhouse Gas Emissions, of the Draft EIR, the total GHG emissions from Project construction are 3,792 MT CO₂e, which include construction electricity usage and construction off-road equipment and mobile trips. When amortized over a period of 30 years, the emission estimates for the Project become 127 MT CO₂e per year. Consistent with SCAQMD recognized methodologies, amortized construction GHG emissions are included in the Project GHG operational emissions and evaluated below as part of the Project's GHG emissions. The Project would reduce GHG emissions compared to the baseline conditions by 3,482 MT CO₂e/yr at the build-out year (2026), and a decrease from existing GHG conditions by 6,375 MT CO₂e/yr at the horizon year (2042). In accordance with CEQA Section 15064.4(b), the Project would not result in an incremental contribution of GHG emissions compared to existing conditions and would reduce GHG emissions compared to existing conditions. Therefore, impacts related to GHG emissions from construction and operation of the Project would be less than significant. Further, as discussed in GHG-PDF-A, the Project has committed to use electricity supplied from LADWP's Green Power Program, such that electrical power for the operation from the Project's aerial gondola system and associated stations, junction, and towers would come from renewable resources.

References. Section 3.8, Greenhouse Gas Emissions, of the Draft EIR, pages 3.8-16 through 3.8-18; Appendix J, Greenhouse Gas Emissions Technical Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

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7.8.1 Project Design Features

GHG-PDF-A: Green Power. Electrical power for the operation of the proposed Project's aerial gondola system and associated stations, junction, and towers would come from renewable resources. The proposed Project shall achieve this through applying to LADWP's Green Power Program or other available LADWP (or equivalent) programs that provide renewable electricity.

7.8.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these greenhouse gas emissions impacts would be less than significant.

Threshold. *Greenhouse Gas Plan, Policy, or Regulation.* (Construction and Operations) As discussed in Section 3.8, Greenhouse Gas Emissions, of the Draft EIR, the Project would not impede or conflict with applicable GHG reduction plans, policies, or regulations. Given the Project's reduction in GHG emissions compared to existing conditions in the buildout year (2026) and horizon year (2042), as well as the Project using renewable electricity and providing an innovative alternative mode of transit, the Project is consistent with California's GHG reduction target for the year 2030, as codified by SB 32, and California's post-2030 climate goals. Accordingly, the Project would not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing GHG emissions, and the impact would be less than significant.

References. Section 3.8, Greenhouse Gas Emissions, of the Draft EIR, pages 3.8-18 through 3.8-19; Appendix J, Greenhouse Gas Emissions Technical Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.8.3 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these greenhouse gas emission impacts associated with plans, policies, and regulations would be less than significant.

7.9 HAZARDS AND HAZARDOUS MATERIALS

As discussed in Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, the Project would result in less-than-significant impacts related to hazards and hazardous materials with respect to the following significance thresholds:

- Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

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- Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials to the environment?
- Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
- Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Threshold. *Routine Transport, Use, or Disposal of Hazardous Materials: (Operations)* As discussed in detail in Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, it is anticipated that operation and maintenance of the Project would include use of limited quantities of hazardous materials. Compliance with applicable federal, State, and local requirements (including potential development of a Hazardous Materials Business Plan) concerning the handling, storage and disposal of hazardous waste would reduce the potential to release contaminants. No activities are proposed that would result in the use or discharge of unregulated hazardous materials. The Project would transport, handle and store, and dispose of all materials in compliance with all codes, standards, and regulations. Therefore, impacts related to the routine transport, use, or disposal of hazardous materials during operation would be less than significant.

References. Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, pages 3.9-24 through 3.9-25; Appendix K, Phase I Environmental Site Assessment, of the Draft EIR; Appendix M, Potential Excavated Material Disposal Analysis, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.9.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these hazards and hazardous materials impacts related to routine transport, use or disposal of hazardous materials would be less than significant.

Threshold. *Release of Hazardous Materials: (Operations)* As discussed in Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, it is anticipated that operation and maintenance of the Project would include limited quantities of hazardous materials. No activities are proposed that would result in the use or discharge of unregulated hazardous materials. Storage and disposal of hazardous materials and waste would be conducted in accordance with all regulatory requirements. The Project is located in part in the Methane Zone. With adherence to existing regulations, impacts due to methane gas during operation would be less than significant. Therefore, operational impacts related to creating a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment would be less than significant for the Project.

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References. Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, page 3.9-27; Appendix K, Phase I Environmental Site Assessment, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.9.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these hazards and hazardous materials impacts associated with release of hazardous materials would be less than significant.

Threshold. *Hazardous Materials within One-Quarter Mile of a School: (Operations)* It is anticipated that operation and maintenance of the Project would include the use of limited quantities of hazardous materials, such as oils, paints, solvents, lubricants, and cleaners. No activities are proposed that would result in the use or discharge of unregulated hazardous materials. The Project would handle and store all materials in compliance with all codes, standards, and regulations. Therefore, the Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school. Impacts would be less than significant.

References. Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, page 3.9-28; Appendix K, Phase I Environmental Site Assessment, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.9.3 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these hazards and hazardous materials impacts associated with hazardous materials within one-quarter mile of a school would be less than significant.

Threshold. *Emergency Response Plan or Emergency Evacuation Plan: (Operations)* As discussed in Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, daily operations, and annual maintenance activities of the Project, would not impair the City's Emergency Operations Plan or Local All-Hazards Mitigation Plan, or the County's Operational Area Emergency Response Plan. Therefore, operation of the Project would not substantially impair an adopted emergency response plan or emergency evacuation plan, and the impact would be less than significant.

References. Section 3.9, Hazards and Hazardous Materials, of the Draft EIR, page 3.9-46; Appendix K, Phase I Environmental Site Assessment, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.9.4 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

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Finding. For the reasons stated above and provided in the EIR, Metro finds that these hazards and hazardous materials impacts associated with emergency response or evacuation plans would be less than significant.

7.10 HYDROLOGY AND WATER QUALITY

As discussed in Section 3.10, Hydrology and Water Quality, of the Draft EIR, the Project would result in less-than-significant impacts related to hydrology and water quality with respect to the following significance thresholds:

- Would the Project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?
- Would the Project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?
- Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:
 - i. result in substantial erosion or siltation on- or off-site;
 - ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;
 - iii. create or contribute to runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or
 - iv. impede or redirect flood flows?
- Would the Project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?
- Would the Project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Threshold. *Surface and Groundwater Quality.* (Construction and Operations) As discussed in Section 3.10, Hydrology and Water Quality, of the Draft EIR, based on groundwater depths, none of the proposed excavations for foundations are anticipated to encounter groundwater; however, removal of nuisance water that seeps into boreholes during construction may be required for the pile installations at each of the components. A Soil and Groundwater Management Plan would be prepared to specify methods for handling and disposal in the event contaminated groundwater is encountered during construction. If dewatering is required, the treatment and disposal of the removed water would occur in accordance with the requirements of LARWQCB's WDRs for Discharges of Groundwater from Construction and Project Dewatering to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties.

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Construction and equipment maintenance activities such as demolition of existing site structures and excavation for foundations would temporarily expose bare soil at each Project component, which would be at increased risk for erosion. Exposed or stockpiled soils would also be at increased risk for erosion. Sediments resulting from erosion might accumulate, blocking storm drain inlets and causing downstream sedimentation. Erosional sediments might be carried by stormwater runoff into storm drain inlets, which ultimately empty into the Los Angeles River. As part of the Project, the Sponsor would be required to comply with all applicable federal, State, regional, and local agency water quality protection laws and regulations, as well as commonly used industry standards. The Project Sponsor would be required to prepare and submit a construction SWPPP to the SWRCB prior to—and adhered to during—construction. With adherence to these laws, regulations, and permit requirements, impacts related to surface or groundwater quality during construction activities would be less than significant.

During operations, the Project would not result in a significant increase in impervious surfaces because most of the land surfaces in the Project study area are developed, and covered by existing impervious surfaces. The Project would require routine maintenance that would be performed by the system operator. Oil and grease used during Project operations and maintenance could contribute to water pollution if not properly stored or disposed. Maintenance activities associated with system operation, such as lubrication, would occur at each of the Project component locations, while maintenance of the cabins would occur at the subterranean maintenance facility proposed at the Dodger Stadium Station. Uncontrolled discharge of runoff carrying these potential pollutants could result in adverse effects to water quality in the Los Angeles River. The Project would comply with the City of Los Angeles Municipal Code and all other applicable regulations for all operational activities, including adherence to an approved LID Plan that would identify the BMPs for Project operations. With adherence to these existing laws and regulations, impacts related to surface or groundwater quality during operations would be less than significant.

References. Section 3.10, Hydrology and Water Quality, of the Draft EIR, pages 3.10-25 through 3.10-30; Appendix L, Hydrology and Water Quality Technical Study, of the Draft EIR.

7.10.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these hydrology and water quality impacts associated with surface and groundwater quality would be less than significant.

Threshold. *Decrease in Groundwater Supplies or Interference with Groundwater Recharge:* (Construction) As discussed in Section 3.10, Hydrology and Water Quality, of the Draft EIR, the Project may require the removal of nuisance water that seeps into boreholes during construction. Nuisance water and seepage encountered during construction would be removed from the boreholes, containerized, and analyzed consistent with existing applicable regulations to determine the proper disposal method. However, volumes generated would not be expected to be significant, and would be limited to the constructed phase only. No large volumes of

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groundwater would be extracted during construction that could decrease groundwater supplies. In addition, the Project would comply with all applicable federal, State, and local agency water quality protection laws and regulations, as well as commonly used industry standards. Due to the limited amount of nuisance seepage water anticipated to be encountered, and with adherence to existing regulations, potential impacts to groundwater supply and recharge during construction would be less than significant.

References. Section 3.10, Hydrology and Water Quality, of the Draft EIR, page 3.10-30; Appendix L, Hydrology and Water Quality Technical Study, of the Draft EIR.

7.10.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these hydrology and water quality impacts associated with groundwater supplies and recharge would be less than significant.

Threshold. *Drainage Pattern:* (Construction and Operations) As discussed in Section 3.10, Hydrology and Water Quality, of the Draft EIR, construction activities would temporarily expose bare soil, which would be at increased risk for erosion. Exposed or stockpiled soils would also be at increased risk for erosion. In addition, trash, concrete waste, and petroleum products, including heavy equipment fuels, solvents, and lubricants, could contribute to water pollution. The use of construction equipment and other vehicles during Project construction could result in spills of oil, brake fluid, grease, antifreeze, or other vehicle-related fluids, which could contribute to water pollution. Improper handling, storage, or disposal of fuels and vehicle-related fluids or improper cleaning and maintenance of equipment could result in accidental spills and discharges, which could contribute to water pollution. The Project would be required to comply with all applicable federal, State, regional and local agency water quality protection laws and regulations, as well as commonly utilized industry standards. With adherence to these laws and regulations, impacts during construction related to substantial erosion or siltation, substantial increase in the rate or amount of surface runoff, creation of runoff that would exceed drainage system capacity or provide additional sources of polluted runoff, and impeding or redirecting flood flows would be less than significant.

Operation of the Project would not result in a substantial increase in impervious surfaces because most of the land surfaces in the Project study area are developed, and covered by existing impervious surfaces, including the footprints of Project components. The Project would be designed to incorporate several sustainability features and would be in compliance with the LID Handbook, as applicable. It would also comply with all applicable federal, State, regional, and local agency water quality protection laws and regulations, water quality control and/or sustainable groundwater management plans. With adherence to existing laws and regulations, the impact resulting from operation of the Project would be less than significant.

References. Section 3.10, Hydrology and Water Quality, of the Draft EIR, pages 3.10-31 through 3.10-34; Appendix L, Hydrology and Water Quality Technical Study, of the Draft EIR.

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7.10.3 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these hydrology and water quality impacts associated with drainage patterns would be less than significant.

Threshold. *Flooding:* (Construction and Operations) The Project would be constructed outside of the FEMA designated 100-year floodplain and would be located in an inland area that is not in close proximity to the ocean, so the risk of inundation by a tsunami is considered low. There are two standing bodies of water within one mile of the Project alignment, the Solano Reservoir and the Elysian Reservoir. Impacts from seiche at either facility are not expected. Therefore, the impacts associated with risk of release of pollutants due to Project inundation by flood, tsunami, or seiche would be less than significant.

References. Section 3.10, Hydrology and Water Quality, of the Draft EIR, pages 3.10-34 through 3.10-35; Appendix L, Hydrology and Water Quality Technical Study, of the Draft EIR.

7.10.4 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these hydrology and water quality impacts would be less than significant.

Threshold. *Consistency with Water Plan:* (Construction and Operations) The Project would be required to comply with all applicable federal, State, regional, and local agency water quality protection laws and regulations, water quality control, and/or sustainable groundwater management plans. The Project will have a construction SWPPP, which must be submitted to the SWRCB prior to construction, and adhered to during construction. The construction SWPPP would identify the BMPs that would be in place prior to the start of construction activities and during construction. Through adherence to these laws and regulations, and implementation of BMPs, impacts related to implementation of a water quality control plan or sustainable groundwater management plan during construction would be less than significant.

Similarly, during Project operations, the Sponsor would comply with all applicable federal, State, regional, and local agency water quality protection laws and regulations, water quality control and/or sustainable groundwater management plans. In addition, the Project would incorporate into its design an on-site drainage system that would meet regulatory requirements of the applicable plans for the protection of water resources, would be in compliance with the LID Handbook, and identify the BMPs for Project operations. With adherence to these laws and regulations, and groundwater management plans, impacts related to implementation of a water quality control plan or sustainable groundwater management plan during operations would be less than significant.

References. Section 3.10, Hydrology and Water Quality, of the Draft EIR, pages 3.10-35 through 3.10-38; Appendix L, Hydrology and Water Quality Technical Study, of the Draft EIR.

7.10.5 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these hydrology and water quality impacts would be less than significant.

7.11 LAND USE AND PLANNING

As discussed in Section 3.11, Land Use and Planning, of the Draft EIR, the Project would result in less-than-significant impacts related to land use and planning with respect to the following significance thresholds:

- Would the Project physically divide an established community?

Threshold. *Physically Divide an Established Community:* (Construction) Construction of the Project would require full road closures during construction hours along portions of Alameda Street, North Broadway, and Bishops Road, and partial lane closures on Alameda Street, Alpine Street and Spring Street. Established communities would not be physically divided during construction, and closures would be temporary, only occurring during the construction phase. Additionally, there would be a variety of options available for connections and access within the Project area, with Alameda Street, Alhambra Avenue, Alpine Street, Spring Street, and Broadway remaining partially open during different phases of construction. Other options including the planned Alameda Esplanade bike path and the provision of pedestrian detours during certain phases of construction would allow for continued pedestrian access within the Project area. These communities will remain accessible from other surrounding streets and these closures would not physically divide these communities. Construction impacts would therefore be less than significant.

References. Section 3.11, Land Use and Planning, of the Draft EIR, pages 3.11-22 to 3.11-36; Section 5.0, Corrections and Additions, of the Final EIR.

7.11.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these land use and planning impacts associated with dividing an established community would be less than significant.

7.12 NOISE

As discussed in Section 3.13, Noise, of the Draft EIR, the Project would result in less-than-significant impacts related to noise with respect to the following significance thresholds:

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- Would the Project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?
- Would the Project result in generation of excessive ground-borne vibration or ground-borne noise levels?

Threshold. *Increased Ambient Noise Levels: (Construction; Off-Site)* As discussed in Section 3.13, Noise, of the Draft EIR, noise would be generated off site by construction related traffic traveling via off-site construction traffic routes. The noise impacts of construction trucks traveling on these construction traffic routes were analyzed using the Traffic Noise Model (TNM) to create a conceptual scenario representative of the Project area. Overall, estimated off-site construction traffic noise impacts would not exceed significance thresholds at the proposed off-site haul routes. Therefore, off-site construction traffic noise impacts would be less than significant.

References. Section 3.13, Noise, of the Draft EIR, pages 3.13-52 through 3.13-58; Appendix M, Noise and Vibration Technical Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.12.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these noise impacts associated with off-site construction noise would be less than significant.

Threshold. *Increased Ambient Noise Levels: (Operations)* As discussed in Section 3.13, Noise, of the Draft EIR, an operational noise analysis was completed for a worst-case operational scenario (2042 Dodger Game Day). The analysis assumed the highest line speed, cabins per hour, and queueing numbers, and included nighttime operations, all of which contributed to this scenario resulting in the worst-case condition. The assumptions for the Dodger Game Day scenario using the 2042 horizon year were: maximum line speed (6.0 meters per second/19.7 feet per second), maximum cabins (156/hour), inclusion of nighttime operations, and maximum queueing (603 people). The analysis showed that no operational impacts would occur under the worst-case scenario and therefore the remaining operational scenarios, which result in less noise as a result of changes to line speed, cabins per hour, or queueing number, would also not result in significant noise impacts. The analysis also included potential impacts from cabin noise as the gondolas travel between and within the stations, towers, and junction. The analysis found that the gondola noise would be at least 10 dBA less than the existing nighttime noise level and therefore cabin noise would not contribute to the overall operational noise levels at any NSRs and impacts from gondola cabin noise would be less than significant. Project design feature NOI-PDF-A would further ensure that cabins would be designed such that they would generate noise levels of at least 10 dBA below the current background levels. The analysis also examined the cumulative operational noise from the stations, towers, and queueing and the cabins and determined that the cabin noise was not expected to result in a contribution to cumulative noise levels (i.e., noise from

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the aerial gondola system and people) with implementation of project design feature NOI-PDF-A. Therefore, operational impacts would be less than significant.

References. Section 3.13, Noise, of the Draft EIR, pages 3.13-52 through 3.13-58; Appendix M, Noise and Vibration Technical Report, of the Draft EIR; Appendix L, 3S Sound Measurements Memo, of the Final EIR; Topical Response P, Gondola System Noise Modeling, in Section 6.0, Responses to Comments, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.12.2 Project Design Feature

NOI-PDF-A: Gondola Cabin Noise Control Features. The Project's gondola cabins shall include the following features:

- 1) Gondola cabins shall be designed with an interior-to-exterior noise reduction rating of no less than Sound Transmission Class (STC) 35.
- 2) If heating, ventilation, and air conditioning (HVAC) units are included in the gondola cabin design, they shall be designed with a sound power level of no more than 71 dBA.

7.12.3 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these noise impacts associated with operational noise would be less than significant.

Threshold. *Ground-borne Vibration or Noise: (Operations)* As discussed in Section 3.13, Noise, of the Draft EIR, none of the Project operations are anticipated to produce perceptible vibration beyond the Project footprint. Some of the equipment within the stations, towers, and junction, such as motors or cable guidance systems, may produce a small amount of vibration during normal operations that may be perceptible within the station or junction structure, but these components would be isolated and balanced as part of their basic design and maintenance for proper operation such that they would not produce perceptible vibration levels outside of the station or junction footprint. In addition, vertical circulation devices, such as escalators and elevators, would, similarly, not generate perceptible vibration levels beyond the Project footprint. In addition, ground-borne vibration attenuates rapidly as a function of distance from a vibration source. Therefore, operation of the Project would not increase the existing vibration levels in the immediate vicinity of the Project component sites, and as such, vibration impacts associated with the operation of the Project would be less than significant.

References. Section 3.13, Noise, of the Draft EIR, page 3.13-67; Appendix M, Noise and Vibration Technical Report, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.12.4 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these noise impacts associated with ground-borne vibration or noise would be less than significant.

7.13 POPULATION AND HOUSING

As discussed in Section 3.13.4 of the Draft EIR, the Project would result in less-than-significant impacts related to population and housing with respect to the following significance thresholds:

- Would the Project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?
- Would the Project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Threshold. *Unplanned Population Growth:* (Construction and Operations) Given the temporary nature of construction industry jobs, the relatively large regional construction industry, and the total number of construction workers needed during any construction phase, it is likely that the labor force from within the region would be sufficient to complete the majority of Project construction without a substantial influx of new workers and their families. Any such relocation within the region would be minimal. Although specialized personnel, including ART manufacturer and cable specialists, would be on-site during construction phases involving the installation of the ART system and cable pulling, they are expected to use existing seasonal accommodations and leave once construction is completed. Accordingly, construction employment generated by the Project would not impact population in the heavily populated Los Angeles region. As a first/last mile transit connection to Dodger Stadium, construction of the Project would not induce substantial population growth either directly or indirectly. Impacts related to induced population growth during the construction of the Project would be less than significant.

No housing units are proposed as part of the Project and would not result in a direct population increase from construction of new homes. Employees are expected to be drawn from the local labor force and would not induce substantial unplanned population growth. The Project is not anticipated to stimulate development to a level inconsistent with applicable planned local land use designations. Operation of the Project would not induce substantial population growth, either directly or indirectly. Impacts related to induced population growth during operation of the Project would be less than significant.

References. Section 3.14, Population and Housing, of the Draft EIR, pages 3.14-12 through 3.14-15.

7.13.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

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Finding. For the reasons stated above and provided in the EIR, Metro finds that these population and housing impacts associated with unplanned population growth would be less than significant.

Threshold. *Displacement and Replacement Housing:* (Construction and Operations) Construction of the Project would be temporary in duration. It is anticipated that construction workers would commute to the Project area and would not relocate their households permanently from other regions. During the later phases of Project construction, a limited number of ART manufacturer and cable specialists would be on-site during the phases of construction that involve the installation of the ART system and the cable pulling. However, these workforce personnel would use existing hotels, motels, and other seasonal accommodations in the Project site vicinity, and would be expected to leave once construction is completed. Impacts related to displacing substantial numbers of existing people or housing would be less than significant during Project construction.

Following construction of the Project components, the Project would operate primarily over the public ROW, the Los Angeles State Historic Park, certain private properties, or on privately owned property consisting of an office building, a hillside, and the Dodger Stadium parking lot. Operation over private properties would not result in the displacement of existing residences, as the Project would maintain appropriate clearances pursuant to applicable codes and standards. Operation of the Project would not substantially displace existing people or housing and would not necessitate the construction of replacement housing elsewhere. Impacts related to displacing substantial numbers of existing people or housing would be less than significant during Project operation.

References. Section 3.14, Population and Housing, of the Draft EIR, page 3.14-15.

7.13.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these population and housing impacts associated with displacement and replacement housing would be less than significant.

7.14 PUBLIC SERVICES

As discussed in Section 3.15, Public Services, of the Draft EIR, the Project would result in less-than-significant operational impacts related to public services with respect to the following significance thresholds:

- Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:
 - Fire protection;

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- Police protection;
- Schools;
- Parks; or
- Other public facilities?

Threshold. *Fire Protection:* (Operations) The Project would create an increased demand for fire protection services during Project operation. However, with adherence to the applicable regulations, coordination with LAFD, and implementation of an Emergency Operations Plan, which would be reviewed prior to the issuance of a building permit, operation of the Project would not create additional demand for LAFD services that would result in the need to add new—or physically alter existing— fire protection facilities. Therefore, impacts related to fire protection services during Project operation would be less than significant.

References. Section 3.15, Public Services, of the Draft EIR, pages 3.15-19 through 3.15-21.

7.14.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these public services impacts associated with fire protection services would be less than significant.

Threshold. *Police Protection:* (Operations) The Project would generate an increase in demand for police protection services during Project operation. However, with implementation of the Project's security features, as well as the development of an Emergency Operations Plan, the Project would not result in additional demand for LAPD and State Parks police protection services that would result in the need to add new—or physically alter existing—police protection facilities. Therefore, impacts related to police protection services during Project operation would be less than significant.

References. Section 3.15, Public Services, of the Draft EIR, pages 3.15-23 through 3.15-24.

7.14.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these public services impacts associated with police protection would be less than significant.

Threshold. *Schools:* (Operations) Once constructed, it is anticipated that the Project would require approximately 20 employees. Operation of the Project would not generate population growth because it does not include any housing, and therefore is not anticipated to cause a substantial demand for school services to the extent that it would require the provision of new or physically altered governmental facilities (i.e., schools). Therefore, impacts on schools during Project operation would be less than significant.

References. Section 3.15, Public Services, of the Draft EIR, page 3.15-25.

7.14.3 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these public services impacts associated with schools would be less than significant.

Threshold. *Other Public Facilities: (Operations)* Operation of the Project does not include new housing that would substantially increase the residential or employee populations in the area. Overall, the Project is not anticipated to cause a demand for other public facilities to the extent that it would require the provision of new or physically altered governmental facilities (i.e., libraries, senior centers, homeless bridge housing facilities, or childcare services). Therefore, impacts would be less than significant.

References. Section 3.15, Public Services, of the Draft EIR, pages 3.15-26.

7.14.4 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these public services impacts associated with other public facilities would be less than significant.

7.15 PARKS AND RECREATIONAL FACILITIES

As discussed in Section 3.16, Parks and Recreational Facilities, of the Draft EIR, the Project would result in less-than-significant impacts related to parks and recreational facilities with respect to the following significance thresholds:

- Would the Project result in an increase in the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?
- Would the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?
- Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Parks?

Threshold. *Increased Use of Parks: (Construction and Operations)* A peak of approximately 100 total workers are anticipated during construction across all project components. It is anticipated that the labor force from within the region would be sufficient to complete the majority of project construction without a substantial influx of new workers and their families. It is anticipated that

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construction workers would use parks and recreational facilities near their homes and families for recreational purposes. Should any construction workers use parks or recreational facilities in the Project Study Area on lunch breaks or after their shifts end, such park use would be rare because construction workers are temporary employees with high turnover associated with the various phases of construction. In addition, the use would be temporary and cease following construction. Construction of the Project would not generate a permanent increase or substantial temporary increase in the demand for parks or generate new permanent residents that would result in an increase in the use of existing parks and recreational facilities such that substantial deterioration of parks would occur or be accelerated. The Project would provide infrastructure through an ART system within urbanized downtown Los Angeles, and would increase connectivity in the Project Study Area, providing direct linkages for existing residents and communities to parks and recreational facilities, which has the potential to result in increased use of these facilities. However, existing facilities in the Project Study Area currently experience attendance at much lower rates than what the parks can accommodate. Therefore, the Project would not substantially increase the demand for offsite public parks and recreational facilities such that substantial physical deterioration of those facilities would occur or be accelerated. These impacts would be less than significant.

While the Project would provide increased connectivity to existing parks for local residents, which has the potential to result in increased use of these facilities, existing facilities currently experience attendance at much lower rates than what the parks can accommodate. For example, the Los Angeles State Historic Park has historically accommodated events with attendance ranging from 6,000 to 22,500 visitors, and the weekday and weekend attendance for the park in 2019 was approximately 750 to 1,200. Regardless, the Project would provide additional concessions, restrooms, and covered breezeways similar to existing park amenities, as well as new features such as landscaping, shade structures, and seating to improve pedestrian access.

References. Section 3.16, Parks and Recreational Facilities, of the Draft EIR, pages 3.16-15 through 3.16-21; Topical Response F, Los Angeles State Historic Park, in Section 6.0, Responses to Comments, of the Final EIR.

7.15.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these recreational impacts would be less than significant.

Threshold. *Construction or Expansion of Recreational Facilities: (Construction and Operations)* The Project is a transit project that would construct an aerial rapid transit system between LAUS and Dodger Stadium and would not include the construction or expansion of recreational facilities. Operation of the Project would not include recreational facilities or require the construction or expansion of recreational facilities. The Chinatown/State Park Station would include construction of amenities within the park boundary, including approximately 740 square feet of concessions, 770 square feet of restrooms, and a 220 square foot covered breezeway connecting the concessions and restrooms. Additionally, the Chinatown/State Park Station would include a

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mobility hub. However, construction of the Chinatown/State Park Station would not directly include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical impact on the environment. Construction of the Alameda Station, Alameda Tower, Alpine Tower, Broadway Junction, and Stadium Tower would not include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical impact on the environment. Therefore, no construction impacts would occur at Alameda Station, Alameda Tower, Alpine Tower, Broadway Junction, or Stadium Tower. Construction of the Chinatown/State Park Station and the Dodger Stadium Station would not directly include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment. Therefore, construction impacts would be less than significant at the Chinatown/State Park Station and Dodger Stadium Station.

Operation of the Alameda Tower, Alpine Tower, Broadway Junction, and Stadium Tower would not include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment. Therefore, no operational impacts would occur at Alameda Tower, Alpine Tower, Broadway Junction, and Stadium Tower. The Alameda Station is a passenger station with vertical circulation elements and no recreational elements. Chinatown/State Park Station would not create or expand the existing use and capacity of the Los Angeles State Historic Park beyond what is already contemplated for the park. Dodger Stadium Station would not create or expand the existing use and capacity of Dodger Stadium or Elysian Park. Therefore, operational impacts would be less than significant at Alameda Station, Chinatown/State Park Station, and Dodger Stadium Station.

References. Section 3.16, Parks and Recreational Facilities, of the Draft EIR, pages 3.16-21 through 3.16-25; Topical Response F, Los Angeles State Historic Park, in Section 6.0, Responses to Comments, of the Final EIR.

7.15.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these recreational impacts associated with construction of expansion of recreational facilities would be less than significant.

Threshold. *Parks:* (Construction and Operations) As discussed Section 3.16, Parks and Recreational Facilities of the Draft EIR, the Project does not include recreational facilities, nor does the Project include residential uses that would result in the increased use of existing facilities. Accordingly, the Project would not necessitate construction of new facilities. These impacts would be less than significant.

References. Section 3.16, Parks and Recreational Facilities, of the Draft EIR, pages 3.16-25 through 3.16-29; Topical Response F, Los Angeles State Historic Park, in Section 6.0, Responses to Comments, of the Final EIR.

7.15.3 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these Parks and Recreational Facilities impacts would be less than significant.

7.16 TRANSPORTATION

As discussed in Section 3.17, Transportation, of the Draft EIR, the Project would result in less-than-significant impacts related to transportation with respect to the following significance thresholds:

- Would the Project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?
- Would the Project result in inadequate emergency access?

Threshold. Circulation System: (Construction and Operations) In 2019, the City adopted the LADOT Transportation Assessment Guidelines (“TAG”). The TAG includes a refinement to the analysis approach for determining whether a project conflicts with Plans, Programs, Ordinances, or Policies (PPOP). The PPOP analysis completed for the Project determined that the Project would be consistent with SCAG’s RTP/SCS, consistent with the Mobility Plan 2035 policies regarding the provision of quality pedestrian access, and consistent with the Citywide Design Guidelines to incorporate vehicular access such that it does not interfere with pedestrian and/or vehicular circulation. Accordingly, the Project would have a less than significant impact.

References. Section 3.17, Transportation, of the Draft EIR, pages 3.17-32 through 3.17-33; Appendix N, Transportation Appendices, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.16.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these transportation impacts associated with programs, plans, ordinances, or policies addressing the circulation system would be less than significant.

Threshold. Emergency Access: (Operations) The Project stations would be readily accessible from adjacent City streets during an evacuation or fire situation affecting Project operations. Daily operations would not affect emergency response at the street level or to adjacent roadways or parcels because the cabins would be suspended above the public ROW. The Project is designed so that it would not affect roadway through lane capacity by any of the in-roadway structures proposed (i.e., Alameda Station). In addition, off-roadway structures would not hinder emergency response because the bases of stations, junction, and towers would not be in travel lanes. Therefore, the Project would have no substantive effect on emergency response during

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operations. Impacts related to emergency access during operation of the Project would be less than significant.

References. Section 3.17, Transportation, of the Draft EIR, pages 3.17-66 through 3.17-67, Appendix N, Transportation Appendices, of the Draft EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.16.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these transportation impacts associated with emergency access would be less than significant.

7.17 UTILITIES AND SERVICE SYSTEMS

As discussed in Section 3.19, Utilities and Service Systems, of the Draft EIR, the Project would result in less-than-significant impacts related to utilities and service systems with respect to the following significance thresholds:

- Would the Project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?
- Would the Project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?
- Would the Project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?
- Would the Project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? Would the Project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Threshold. *Relocation or Construction of New or Expanded Facilities:* (Operations) Operation of the Project would require connections to existing utilities systems, including new connections to existing LADWP water pipelines and facilities, new connections to LASAN wastewater pipelines, connections to the LADWP power grid through installation of permanent, underground power lines, and an internal fiber optic line for communications. Impacts related to construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities for operation of the Project would be less than significant.

References. Section 3.19, Utilities and Service Systems, of the Draft EIR, pages 3.19-21 through 3.19-22; Section 5.0, Corrections and Additions, of the Final EIR.

7.17.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these utilities and service systems impacts would be less than significant.

Threshold. *Sufficient Water Supplies:* (Construction and Operations) Construction and operation of the Project would have sufficient water supply. The existing water supply sources are adequate to meet the demands for LADWP's service area, and construction of the Project would not increase water usage that would exceed the current supply. Impacts related to water supply during construction of the Project would be less than significant. LADWP would have adequate capacity to supply water for the Project and meet the demands for LADWP's service area. Operation of the Project would not increase water usage that would exceed the current supply. As such, impacts related to water supply during operation of the Project would be less than significant.

References. Section 3.19, Utilities and Service Systems, of the Draft EIR, pages 3.19-22 through 3.19-23; Section 5.0, Corrections and Additions, of the Final EIR.

7.17.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these utilities and service systems impacts would be less than significant.

Threshold. *Wastewater:* (Construction and Operations) Construction of the Project would not result in a determination by the wastewater treatment provider serving the Project that it has inadequate capacity to serve the Project's projected demand in addition to the provider's existing commitments. Construction activities associated with the Project would not result in substantial discharges of wastewater to the City's sewer collection system. Impacts related to adequate wastewater treatment capacity during construction of the Project would be less than significant.

Operation of the Project would not result in a determination by the wastewater treatment provider serving the Project that it has inadequate capacity to serve the Project's projected demand in addition to the provider's existing commitments. Therefore, impacts related to adequate wastewater treatment capacity during operation of the Project would be less than significant.

References. Section 3.19, Utilities and Service Systems, of the Draft EIR, pages 3.19-23 through 3.19-24; Section 5.0, Corrections and Additions, of the Final EIR.

7.17.3 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these utilities and service systems impacts would be less than significant.

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Threshold. *Solid Waste:* (Operations) As discussed in Section 3.19, Utilities and Service Systems, the Project would not generate waste in excess of standards or in a way that would impair solid waste reduction goals. The Project would comply with federal, State, and local reduction strategies and regulations related to solid waste. Impacts related to solid waste generation during operation of the Project would be less than significant.

References. Section 3.19, Utilities and Service Systems, of the Draft EIR, pages 3.19-25 through 3.19-26; Section 5.0, Corrections and Additions, of the Final EIR.

7.17.4 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these utilities and service systems impacts would be less than significant.

7.18 WILDFIRE

As discussed in Section 3.20, Wildfire, of the Draft EIR, the Project would result in less-than-significant impacts related to wildfire with respect to the following significance thresholds:

- Would the Project substantially impair an adopted emergency response plan or emergency evacuation plan?
- Would the Project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?
- Would the Project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?
- Would the Project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?
- Would the Project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

Threshold. *Substantially Impair an Adopted Emergency Response Plan or Emergency Evacuation Plan:* (Construction and Operations) As discussed in Section 3.20, Wildfire, in the Draft EIR, construction activities would not interfere with the implementation of the City's Emergency Operations Plan and related Annexes, or the Los Angeles County Operational Area Emergency Response Plan. The Project's construction activities would not interfere with any of the local authorities' prescribed roles or responsibilities during emergency response. Further, in the event of an emergency, the Project would comply with all regulatory requirements. Operation

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of the Project would not impair the implementation of the City's Emergency Operations Plan or the Los Angeles County Operational Area Emergency Response Plan, and the Project would not result in any permanent roadway closures or changes that would impact access routes. Therefore, operation of the Project would not substantially impair an adopted emergency response plan or emergency evacuation plan, and the impact would be less than significant. In addition, the Project would incorporate WFR-PDF-A to further support the emergency management phases of the Operational Emergency Response Plan.

References. Section 3.20, Wildfire, of the Draft EIR, pages 3.20-27 through 3.20-31; Appendix P, Fire Hazard Assessment, of the Draft EIR; Appendix I, Airspace Analysis Comment Response for the Los Angeles Aerial Rapid Transit Project, of the Final EIR; Appendix J, Reax Memo Re Attorney General Guidance, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.18.1 Project Design Features

WFR-PDF-A (see above)

7.18.2 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these wildfire impacts would be less than significant.

Threshold. Exacerbate Wildfire Risks: (Construction and Operations) The proposed Alameda Station, Alameda Tower, Alpine Tower, and Chinatown/State Park Station would be constructed outside of the VHFHSZ and in developed areas that would not be subject to increased fire risks from the Project construction. Broadway Junction, Stadium Tower, and Dodger Stadium Station would be constructed within the VHFHSZ; however, these locations are in and surrounded by developed areas or on sites otherwise largely confined by paved roads and existing development. The Project would be constructed consistent with applicable codes, regulations, and best construction practices such that the Project would not, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. Impacts would be less than significant. Nevertheless, in order to provide additional environmental benefits and further reduce the potential for wildfire risks, WFR-PDF-A and WFR-PDF-B, as set forth below, will be incorporated.

The Project would be operated in accordance with applicable building and fire codes and, therefore, would not exacerbate wildfire risks along the Project alignment or within a Project component site, nor would operations expose riders of the ART system to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. Impacts would be less than significant.

References. Section 3.20, Wildfire, of the Draft EIR, pages 3.20-31 through 3.20-40; Appendix P, Fire Hazard Assessment, of the Draft EIR; Appendix J, Reax Memo Re Attorney General Guidance, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.18.3 Project Design Features

WFR-PDF-A (see above)

WFR-PDF-B Prior to the start of construction, the Project shall provide a fuel modification zone surrounding the Stadium Tower construction site starting from the construction area perimeter of either 70 feet or until the nearest paved roadway that thins or removes all vegetation, dead or dry leaves and pine needles from the ground, and trims or remove trees to keep branches a minimum of 10 feet from other trees. The Stadium Tower construction site plan shows a buffer zone of 70 feet or to nearest paved roadway.

7.18.4 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these wildfire impacts would be less than significant.

Threshold. *Require the Installation or Maintenance of Associated Infrastructure:* (Construction and Operations) As discussed in Section 3.20, Wildfire, of the Draft EIR, the Project would require utility relocations prior to construction. Construction activities would be subject to strict design and construction standards, as required by LADWP, the LAFC, and Los Angeles Municipal Code. the Project will also incorporate the project design features in WFR-PDF-A and WFR-PDF-B prior to/during construction. Potential impacts from utility installations at this site would be less than significant. Accordingly, construction impacts related to the installation or maintenance of associated infrastructure would be less than significant. Operation of the Project would not require new roads, or emergency water sources. The utilities installed during construction of the Project components would be located underground and would not exacerbate fire risks. Battery storage would not significantly exacerbate fire risk. Therefore, operational impacts related to the installation or maintenance of associated infrastructure would be less than significant.

References. Section 3.20, Wildfire, of the Draft EIR, pages 3.20-40 through 3.20-42; Appendix P, Fire Hazard Assessment, of the Draft EIR; Appendix J, Reax Memo Re Attorney General Guidance, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.18.5 Project Design Features

WFR-PDF-A (see above)

WFR-PDF-B (see above)

7.18.6 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these wildfire impacts would be less than significant.

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Threshold. *Exposure to Risk of Flooding or Landslides: (Construction and Operations)* The Project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. Alameda Station, Alameda Tower, Alpine Tower, Chinatown/State Park Station, and Broadway Junction would not be located in hillside areas. Each of these Project components would be sited in an urbanized setting, on relatively level terrain and served by City storm drains, which minimizes the risks associated with post-fire slope instability or drainage changes. The Project would have less than significant impacts on risks associated with post-fire landslides at Stadium Tower and Dodger Stadium Station because these sites are generally surrounded by existing roads and parking areas that minimize the risk of landslides originating from the sites, the slope of the sites would not substantially change during or after construction compared to existing conditions, and the Project would comply with regulatory standards to avoid or reduce erosion that could contribute to post-fire soil instability. Impacts would be less than significant.

References. Section 3.20, Wildfire, of the Draft EIR, pages 3.20-42 through 3.20-43; Appendix P, Fire Hazard Assessment, of the Draft EIR; Appendix J, Reax Memo Re Attorney General Guidance, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.18.7 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these wildfire impacts would be less than significant.

Threshold. *Exposure to Risk of Loss, Injury, or Death Involving Wildland Fires: (Construction and Operations)* The Project would not expose people or structures to a significant risk of loss, injury or death involving wildland fires with respect to evacuation or access during an emergency. The Project would be constructed consistent with applicable codes, regulations, and best construction practices such that the Project would not, expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. Impacts would be less than significant. Nevertheless, in order to provide additional environmental benefits and further reduce the potential for wildfire risks, WFR-PDF-A and WFR-PDF-B will be incorporated.

Operation would not present a fire hazard because there are no known ignition sources resulting from standard operation of the proposed ropeway. While maintenance activities may include welding, the maintenance would occur within the developed envelope of the site and would not be exposed to high fuel loads, and operational policies, worker training, and regulatory compliance would minimize risks from such actions. Nevertheless, to provide additional environmental benefits and further reduce fire risks, the Project will incorporate the project design features in WFR-PDF-C during operations.

References. Section 3.20, Wildfire, of the Draft EIR, pages 3.20-43 through 3.20-47; Appendix P, Fire Hazard Assessment, of the Draft EIR; Appendix J, Reax Memo Re Attorney General Guidance, of the Final EIR; Section 5.0, Corrections and Additions, of the Final EIR.

7.18.8 Project Design Features

WFR-PDF-A (see above)

WFR-PDF-B (see above)

WFR-PDF-C During operation of Broadway Junction, Stadium Tower, and Dodger Stadium Station, security monitoring by staff and cameras shall be implemented. Project staff shall be trained to identify and report to the appropriate authority potential fire safety hazards, including the presence of sparks or smoke. Any fire ignited on site shall be promptly reported to LAFD.

Finding. For the reasons stated above and provided in the EIR, Metro finds that these wildfire impacts would be less than significant.

8. ENVIRONMENTAL RESOURCES FOUND TO NOT BE IMPACTED

One or more aspects of the following environmental resources would not be impacted by the Project:

- Aesthetics (Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?)
- Agriculture and Forestry Resources (Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code section 4256), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? Would the Project result in the loss of forest land or conversion of forest land to non forest use? Would the Project involve changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?)
- Biological Resources (Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? Would the Project have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? Would operations of the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?)

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- Cultural Resources (Would operations of the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5? Would operations of the Project disturb any human remains, including those interred outside of formal cemeteries?)
- Geology and Soils (Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? Would operations of the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?)
- Hazards and Hazardous Materials (Would operations of the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would construction and operations of the Project result in a safety hazard or excessive noise for people residing or working in the Project area?)
- Hydrology and Water Quality (Would the operations of Project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?)
- Land Use and Planning (Would operations of the Project physically divide an established community?)
- Mineral Resources (Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? Would the Project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?)
- Noise and Vibration (For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the project area to excessive noise levels?)
- Transportation (Would the Project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b) (Vehicle Miles Traveled)?)
- Tribal Cultural Resources (Would operations of the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, in in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? Would operations the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in

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Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Impact. There would be no impacts.

References. 3.1, Aesthetics, of the Draft EIR; Appendix C, Visual Impact Assessment, of the Draft EIR; 3.2, Agriculture and Forestry Resources, of the Draft EIR; 3.4, Biological Resources, of the Draft EIR; Appendix E, Biological Resources Assessment, of the Draft EIR; Appendix G, Supplemental Biological Resources Report, of the Final EIR; Appendix K.1, Updated Tree Report, of the Final EIR; 3.5, Cultural Resources, of the Draft EIR; Appendix F, Archaeological and Paleontological Resources Assessment, of the Draft EIR; 3.7, Geology and Soils, of the Draft EIR; Appendix I, Geotechnical Document in Support of the Environmental Impact Report, of the Draft EIR; 3.9, Hazards and Hazardous Materials, of the Draft EIR; Appendix O, Airspace Analysis Technical Memo, of the Draft EIR; Appendix I, Airspace Analysis Comment Response for the Los Angeles Aerial Rapid Transit Project, of the Final EIR; 3.10, Hydrology and Water Quality, of the Draft EIR; Appendix L, Hydrology and Water Quality Technical Study, of the Draft EIR; 3.11, Land Use and Planning, of the Draft EIR; 3.12, Mineral Resources, of the Draft EIR; 3.13, Noise and Vibration, of the Draft EIR; Appendix M, Noise and Vibration Technical Report, of the Draft EIR; 3.17, Transportation, of the Draft EIR; Appendix N, Transportation Appendices, of the Draft EIR; 3.18, Tribal Cultural Resources, of the Draft EIR.

8.1.1 Mitigation Measure

These impacts would be less than significant and do not require mitigation measures.

Finding. For the reasons stated above and provided in the Draft EIR, Metro finds that there would be no impacts.

9. CUMULATIVE IMPACTS

CEQA requires an EIR to consider both the individual and cumulative environmental effects of a Project as part of the impact analysis (CEQA Guidelines section 15130). A cumulative impact “refers to two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts (CEQA Guidelines section 15355).

Analysis of cumulative impacts first determines if the combined effects of the Project and other projects would result in a potentially significant cumulative impact. Where a lead agency is examining a project with an incremental effect that is not “cumulatively considerable,” a lead agency need not consider that effect significant but shall briefly describe its basis for concluding that the incremental effect is not cumulatively considerable (CEQA Guidelines section 15130). If there is a potential cumulative impact, the analysis determines if the Project’s incremental effects

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are cumulatively considerable and significant. “Cumulatively considerable” is defined as the “incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.” (CEQA Guidelines section 15065(a)(3)). Table 5-1: Related Projects, in Section 5.0, Other CEQA Considerations, of the Draft EIR, identifies the related projects considered in the cumulative impact analysis.

As discussed more fully in Section 5.0, Other CEQA Considerations, of the Draft EIR, Metro finds that cumulative impacts related to Aesthetics, Agricultural and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise (Operational Noise and Vibration, Construction Noise (Off-Site), and Construction Vibration (Building Damage)), Population and Housing, Public Services, Transportation, Tribal Cultural Resources, Utilities and Service Systems, Recreation, or Wildfire would not be significant. Thus, these impacts are not discussed further below.

9.1 NOISE

Threshold. *Cumulative Noise - Construction:* As discussed in Section 3.13, Noise, and Section 5.0, Other CEQA Considerations, of the Draft EIR, it is concluded that construction of the Project would result in significant impacts associated with construction noise.

On-Site Construction Noise

On-site construction of related projects (see Table 5-1 and Figure 5-1 in the Draft EIR) located along the Project alignment, would likely produce noise levels in excess of the Los Angeles Municipal Code maximum allowable noise level for construction equipment of 75 dBA when measured at 50 feet from the noise source as well as exceed exterior ambient noise levels by 5 dBA or more at a noise-sensitive use for construction activities lasting more than 10 days in a three-month period. These construction activities would also likely exceed the Federal Transit Administration’s thresholds of 80 dBA Leq during daytime at a residential, school, church, or park use property or 85 dBA at a commercial property.

On-site construction activities for the Project were found to exceed these thresholds at a number of locations of sensitive receptors that are in the vicinity of the related projects. To the extent certain of the related projects may be constructed during the same time period as the Project, noise emissions from construction of the Project, in combination with construction of related projects, would also exceed applicable noise thresholds resulting in a cumulative noise impact. Implementation of Mitigation Measure **MM-NOI-A** would reduce construction noise impacts of the Project, but noise levels in a number of locations would remain above the thresholds. The Project’s contribution to this cumulative noise impact would be cumulatively considerable.

Finding. Although the Project would implement Mitigation Measure **MM-NOI-A**, provided above, for the reasons discussed above and in the Draft EIR, Metro finds that these cumulative impacts due to on-site construction noise would be significant and unavoidable. No feasible mitigation

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measures exist to mitigate the on-site construction noise impacts. Thus, Metro adopts CEQA Finding 3, as identified in Section 4 above and in Section 15091(a)(3) of the CEQA Guidelines. As described in the Statement of Overriding Considerations, Metro has determined that this temporary impact is acceptable because of specific overriding considerations.

Threshold. *Vibration – Construction:*

On-Site Construction Vibration - Human Annoyance

As discussed in Section 3.13, Noise, and Section 5.0, Other CEQA Considerations, of the Draft EIR, the analysis concluded that the human annoyance threshold would be exceeded at Alameda Station (VSR-1, -2, -3 -4, -5, and -6), Alameda Tower (VSR-7, -8 and -9), Alpine Tower (VSR-10 and -11), Chinatown/State Park Station (VSR-13 and VSR-19), and Broadway Junction (VSR-14, -15, -16, and -17). This impact was determined to be significant and unavoidable because no feasible mitigation measures are available to reduce the vibration annoyance impacts identified for vibration-sensitive receptors from on-site construction activities of the Project. This is because the human annoyance threshold is exceeded by common occurrences such as vehicle pass-bys during construction. Such equipment is needed to build the Project and there is no alignment that would create sufficient separation from adjacent uses to eliminate the human impact.

Related projects could also be constructed at the same time and in proximity to the Project. Vibration levels generated by construction of related projects in combination with construction of the stations and towers of the Project would generally not increase the magnitude of the vibration levels at the closest sensitive receptors due to the distances between construction activities for each related project and the closest VSRs. Nevertheless, to the extent that simultaneous construction were to occur for equipment generating high vibration levels that are also nearly equidistant from the same VSRs, the vibration levels at the closest VSRs could increase and could exceed the human annoyance threshold. In that case, the cumulative vibration impact of construction in terms of human annoyance from on-site construction activities would be significant and unavoidable and the Project's contribution would be cumulatively considerable.

Off-Site Construction Vibration - Human Annoyance

As discussed in Section 3.13, Noise, and Section 5.0, Other CEQA Considerations, of the Draft EIR, the analysis concluded that significant human annoyance impacts would occur at Alameda Station (VSRs 1-6), Alameda Tower (VSRs 7-9), Alpine Tower (VSR-10 and -11), Chinatown/State Park Station (VSR-13 and -19), Broadway Junction (VSR-14 and -15), and Bishops Road (VSRs 15-17), and no mitigation is available to reduce these impacts due to the proximity of Project haul routes to vibration-sensitive residential and institutional uses and lack of options for re-routing this traffic. Related projects could be constructed during the same period and also use these haul routes. Accordingly, it is anticipated that related projects may also have a significant human annoyance impact from off-site construction activities. As mentioned above, vibration levels related to truck traffic are not additive and the vibration annoyance limit is based on an instantaneous level generated by a single truck pass-by. If more trucks are added to the haul routes, there would be more pass-by events but, the magnitude of the vibration levels at the

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closest sensitive receptors would not increase. Only the duration of exposures would increase, thus not causing an increase in vibration levels at any receptor from an increase in truck traffic along a specific roadway segment. Nevertheless, to the extent related projects use the same haul routes concurrent with the Project, impacts on human annoyance from off-site vibrations would be significant and unavoidable, and the Project's contribution would be cumulatively considerable, and the cumulative impact would be significant and unavoidable.

Finding. For the reasons discussed above and in the Draft EIR, Metro finds that these cumulative impacts due to on-site and off-site construction vibration in terms of human annoyance would be significant and unavoidable, and the Project's contribution would be cumulatively considerable. No feasible mitigation measures exist to mitigate these impacts. Thus, Metro adopts CEQA Finding 3, as identified in Section 4 above and in Section 15091(a)(3) of the CEQA Guidelines. As described in the Statement of Overriding Considerations, Metro has determined that this temporary impact is acceptable because of specific overriding considerations.

10. ALTERNATIVES AND MITIGATION MEASURES

CEQA provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" (Pub. Resources Code, § 21002.) However, "in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof." (*Ibid.*) As defined by CEQA, "feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors. (Pub. Resources Code, § 21061.1; CEQA Guidelines, § 15126.6(f)(1).)

In determining whether an alternative or mitigation measure is "feasible" under CEQA, an agency may consider whether that alternative or mitigation measure will promote the project's objectives and goals. (*Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993), 23 Cal.App.4th 704, 715; *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1001 [citing 2 Kostka & Zischke, Practice Under the Cal. Environmental Quality Act (Cont.Ed.Bar 2d ed.2009) § 17.30, p. 825].) The feasibility determination also "encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors." (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 401, 417; *California Native Plant Society, supra*, 177 Cal.App.4th at p. 1001.) Broad policy decisions come into play when determining whether alternatives or mitigation measures are feasible, and "an alternative that 'is impractical or undesirable from a policy standpoint' may be rejected as infeasible." (*Ibid.* [quoting 2 Kostka & Zischke, *supra*, § 17.29, p. 824] [upholding agency's reliance on policy considerations like "promoting transportation alternatives" and "access to . . . open space for persons with disabilities" in making its infeasibility findings].)

10.1 ALTERNATIVES

CEQA requires lead agencies to consider a reasonable range of feasible alternatives to a proposed Project (CEQA Guidelines, § 15126.6). In determining “feasibility,” factors that may be taken into account include “site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries (projects with a regionally significant impact should consider the regional context), and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site (or the site is already owned by the proponent).” (CEQA Guidelines, § 15126.6(f)(1)). “Public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]” (Pub. Resources Code, § 21002.) However, “in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.” (*Id.*)

Pursuant to CEQA Guidelines section 15126.6(a), the EIR described and evaluated a range of reasonable alternatives to the Project that would avoid or substantially reduce the significant impacts of the Project.

Pursuant to CEQA Guidelines section 15126.6(c), the EIR discussed additional alternatives that were considered for analysis but rejected as infeasible and explained the reasons for their rejection. Alternatives developed during the planning process for the Project were not considered for further detailed analysis in the Draft EIR because the alternatives either did not meet most of the basic project objectives, were deemed to be infeasible, and/or would not substantially lessen the predicted environmental impacts of the Project. The alternatives that were not further considered in detail were: Broadway Station Alignment Alternative; Combined Metro L Line (Gold) Station and College Street Station Alignment Alternative; and three Direct Alignment Alternatives that would be located in the City of Los Angeles, situated northeast of downtown Los Angeles, within the Downtown, Chinatown, Mission Junction, and Elysian Park communities, as well as the Pedestrian Enhancement Alternative. The “build” alternatives that were not considered in further detailed analysis would all result in similar significant and unavoidable impacts for construction noise and vibration (human annoyance) as the proposed Project, and therefore would not substantially lessen the predicted environmental impacts of the Project.

The EIR examined three alternatives to the Project in detail, which include the No Project Alternative, Spring Street Alignment Alternative, and Transportation Systems Management Alternative.

10.2 NO PROJECT ALTERNATIVE

Pursuant to Section 15126.6(e)(2) of the CEQA Guidelines, the EIR is required to “discuss the existing conditions at the time the notice of preparation is published, or if no notice of preparation is published, at the time the environmental analysis is commenced, as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services.” In addition,

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Section 15126.6(e)(3)(B) of the CEQA Guidelines states that, “the no project alternative means ‘no build’ wherein the existing environmental setting is maintained.” Thus, under this alternative, the proposed Project would not be implemented, and would not occur, and the existing environment would be maintained.

As such, the No Project Alternative provides a comparison between the environmental impacts of implementing the proposed Project in contrast to the result from not approving, or denying, the proposed Project. This alternative is intended to meet the requirements of CEQA Guidelines section 15126.6(e) for evaluation of a no project alternative. Under this alternative, no development would occur, and the environment would remain in its existing condition. Therefore, the No Project Alternative would avoid potentially significant impacts to all environmental considerations and would have no impact. However, environmental benefits to air quality, energy, greenhouse gas emissions, and hydrology and water resources would not be realized.

Although the No Project Alternative would avoid the Project’s significant impacts, Metro finds that specific economic, legal, social, technological, and other considerations render the No Project Alternative identified in the EIR infeasible. (CEQA Guidelines Section 15091(a)(3)). As the No Project Alternative would not include development of an ART system, it would not provide a direct transit connection between LAUS and the Dodger Stadium property via an aerial gondola system and would not improve connectivity for the surrounding communities by linking to the Los Angeles State Historic Park, Elysian Park, and the region’s rapidly growing regional transit system at LAUS. Therefore, the No Project Alternative would not meet any of the project objectives. For these reasons, Metro finds that the No Project Alternative is not feasible. As such, Metro rejects this alternative and finds that it is not desirable or feasible based on the specific economic, social, and land use policy considerations outlined above.

10.3 SPRING STREET ALIGNMENT ALTERNATIVE

Similar to the Project, the Spring Street Alignment Alternative would provide an ART option for visitors to Dodger Stadium, while also providing access between Dodger Stadium, the surrounding communities, and the regional transit system accessible at LAUS. The Spring Street Alignment Alternative would include three stations, a non-passenger junction, and four cable-supporting towers at various locations along the alignment. The Spring Street Alignment Alternative would include the following components in common with the proposed Project: Alameda Station, Alameda Tower, Alpine Tower, Stadium Tower, and Dodger Stadium Station. In addition to these components, the Spring Street Alignment Alternative would also include the following components that would be unique to this alternative: Spring Street Junction, State Historic Park Station, and Bishops Tower.

The Spring Street Alignment Alternative would commence adjacent to LAUS and El Pueblo de Los Angeles (El Pueblo) and extend approximately 1.3 miles to its termination at Dodger Stadium. The Spring Street Alignment Alternative would begin near El Pueblo and LAUS on Alameda Street at the proposed Alameda Station, which would remain the same as the proposed Project. From the Alameda Station, the Spring Street Alignment Alternative would follow the same alignment as the proposed Project, remaining primarily above the public right-of-way (ROW). The Spring Street

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Alignment Alternative would continue north along Alameda Street and cross Alpine Street, where the proposed Alpine Tower would be constructed, and would follow the public ROW and continue over the elevated Metro L Line (Gold). The alignment would continue beyond College Street to the southernmost point of Los Angeles State Historic Park, where the proposed Spring Street Junction would be constructed. From the Spring Street Junction, the proposed alignment would continue to the proposed State Historic Park Station within the Los Angeles State Historic Park. At this location, the Spring Street Alignment Alternative would turn northwest over the Los Angeles State Historic Park and the Metro L Line (Gold) to Bishops Tower. From Bishops Tower, the Spring Street Alignment Alternative would cross over SR-110 to the proposed Stadium Tower. The northern terminus of the system would be the same as the proposed Project, being located in a parking lot at the Dodger Stadium property, where the proposed Dodger Stadium Station would be constructed.

As shown in Table 4-3, Alternative Impact Comparison, of the Draft EIR, the Spring Street Alignment Alternative would have similar environmental effects as the proposed Project. However, the Spring Street Alternative would impact a greater area within the State Historic Park due to construction of both the Spring Street Junction and State Historic Park Station. Therefore, impacts to construction noise from the Spring Street Alignment Alternative would be greater in magnitude than the proposed Project.

The purpose of the Project is to provide a direct transit connection between LAUS and the Dodger Stadium property via an aerial gondola system and improve connectivity for the surrounding communities by linking to the Los Angeles State Historic Park, Elysian Park, and the neighborhoods along the proposed alignment and the region's rapidly growing regional transit system at LAUS. The Spring Street Alignment Alternative would include development of an ART system that provides a direct transit connection between LAUS and the Dodger Stadium property via an aerial gondola system and improves connectivity for the surrounding communities by linking to the Los Angeles State Historic Park, Elysian Park, and the region's rapidly growing regional transit system at LAUS. As such, it would be consistent with most of the project objectives.

Although the Spring Street Alignment Alternative would be consistent with most of the project objectives, it would require a larger footprint within the Los Angeles State Historic Park. Overall, the proposed Project's Chinatown/State Park Station location was chosen over the other potential locations, including State Historic Park Station location as part of the Spring Street Alignment Alternative, because it minimized the proposed Project's potential footprint within the Los Angeles State Historic Park while maintaining transit access to the Park and surrounding communities, and is in closer proximity to the Metro L Line (Gold) station. As such, the Spring Street Alignment Alternative would not meet the following objective to the same extent as the proposed Project, and therefore, is considered to be only partially consistent with:

- Objective 11: Minimize the Project's environmental footprint through the integration of sustainability and environmentally friendly design features into the materials, construction, operations, and maintenance of the proposed Project.

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For these reasons, Metro finds that the Spring Street Alignment Alternative is not feasible, as it fails to reduce significant impacts compared to the Project and would result in greater impacts to construction noise as compared to the Project due to the construction of both the Spring Street Junction and Chinatown/State Park Station. As such, Metro rejects this alternative and finds that it is not desirable or feasible based on the specific economic, social, and land use policy considerations outlined above.

10.4 TRANSPORTATION SYSTEMS MANAGEMENT (TSM) ALTERNATIVE

The Transportation Systems Management (TSM) Alternative would enhance the existing Union Station Dodger Stadium Express service to increase capacity of the Dodger Stadium Express. To meet service frequencies similar to the proposed Project, a minimum of 6 buses loading simultaneously would be required, which cannot be physically accommodated in the existing location for the Union Station Dodger Stadium Express, and an off-site loading facility would need to be developed to accommodate the new level of bus activity. As discussed on pages 4-60 and 4-61 and shown on Figure 4-13 on page 4-62, of Section 4.0, Alternatives, of the Draft EIR, the approximate footprint of a dedicated loading zone would need to be approximately as large as the shuttle bus loading facility at SoFi Stadium in the City of Inglewood. The Draft EIR identified the top deck of the Metro Division 13 bus maintenance facility as a potential site given its similar size. Furthermore, the existing Dodger Stadium Express service operates up to 8 buses per hour, while the TSM Alternative would require 77 buses per hour.

In addition to a new off-site loading facility, operational changes would be required on surrounding streets to accommodate the increased congestion from the TSM Alternative. Additional loading facilities would also be required at Dodger Stadium, including dedicated bus only lanes, to accommodate the increased level of Dodger Stadium Express service. As stated on pages 4-62 and 4-72, of Section 4.0, Alternatives of the Draft EIR, dedicated bus lanes would be implemented on Vin Scully Avenue between Sunset Boulevard and the entrance to Dodger Stadium as part of the TSM Alternative. The existing bus-only lanes on Sunset Boulevard and Cesar E. Chavez Avenue are only in operation between 7 a.m. and 9 a.m. in the eastbound direction and between 4 p.m. and 7 p.m. in the westbound direction, Mondays through Fridays. The hours of operation of these bus-only lanes could potentially be provided to be westbound on Sunset Boulevard and Cesar E. Chavez Avenue before every game (not just weekday evening games) and eastbound on Sunset Boulevard and Cesar E. Chavez Avenue after every game. This would expedite Dodger Stadium Express service (both for the existing Dodger Stadium Express service and the TSM Alternative) but could also increase traffic congestion and would displace existing curb parking that is currently used by the community.

Further, to the extent that Metro uses electric buses under the TSM Alternative, unlike the proposed Project, which pursuant to GHG-PDF-A, has pledged to purchase power required for operations from the LADWP Green Power Program, Metro has not proposed obtaining the electricity for its electric buses from green sources. Regardless of whether the shuttle buses would be electrified, the operational issues associated with substantially expanding the Dodger Stadium Express discussed above remain. Given that the Metro fleet would not be electrified until

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well after the proposed Project's projected opening year, the analysis of the TSM Alternative presumes that the TSM Alternative shuttle buses would not be electric and would instead operate using natural gas as Metro's buses currently use.

Pursuant to CEQA Guidelines section 15126.6(a), the EIR described and evaluated a range of reasonable alternatives to the Project that would avoid or substantially reduce the significant impacts of the Project. As shown in Table 4-3, Alternative Impact Comparison, of the Draft EIR, the TSM Alternative would reduce impacts related to agriculture and forestry resources, cultural resources, geology and soils, hazards and hazardous materials, land use and planning, noise and vibration, population and housing, public services, and recreation as compared to the proposed Project. The TSM Alternative would have similar impacts related to aesthetics, air quality, biological resources, energy, greenhouse gas emissions, hydrology and water quality, mineral resources, transportation, tribal cultural resources, utilities and service systems, and wildfire, as compared to the proposed Project.

However, under the TSM Alternative, there would be no aesthetic improvements to the existing proposed Project area. For example, landscaping improvements would not be installed, and the opportunity for site specific artwork at each station that is reflective of the unique neighborhood culture would not be implemented. As such, the TSM Alternative would not result in aesthetic benefits to the proposed Project area.

While operation of the TSM Alternative may result in an increased number of people traveling to Dodger Stadium by public transit compared to existing conditions, VMT would be higher compared to the proposed Project because the TSM Alternative would still operate vehicles on the roadway with additional buses creating an increase of activity and resulting in higher emissions compared to the proposed Project. Fuel use of the additional buses would also result in an increase of energy consumption compared to the proposed Project. Further, even if Metro transitions its bus fleet to electric buses by 2035, after the projected opening year for the proposed Project, the TSM Alternative is unlikely to achieve the same level of ridership as the proposed Project, and therefore would not achieve the same level of emissions and fuel use reductions as the proposed Project. In addition, the TSM Alternative would not benefit from the proposed Project's green power commitments, as even if Metro transitions to electric buses, Metro has not proposed obtaining electricity from electric buses from green sources, and battery back-up system. As such, while the TSM Alternative could result in reduced VMT compared to existing conditions, the VMT reduction would be less than the proposed Project because the TSM Alternative would still operate vehicles on the roadway, thereby contributing to VMT and some congestion. Therefore, the beneficial improvements associated with the proposed Project would not occur. Additionally, compared to the proposed Project, people traveling to Dodger Stadium using public transit would be traveling on Dodger Stadium Express bus routes as opposed to the aerial tramway, and would not reduce associated GHG emissions and fuel use to the same extent as the proposed Project. Therefore, not all of the beneficial GHG reductions associated with the proposed Project would occur.

The TSM Alternative would not include installation of new LID, source control, site design, and treatment control BMPs to minimize runoff and water pollution, which would occur under the

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proposed Project. The storm water leaving the Dodger Stadium Express routes would not be filtered and would continue to contain sediment and other potential pollutants associated with the existing conditions of the site. Therefore, the beneficial improvements associated with the proposed Project would not occur.

Under the TSM Alternative, the proposed Project would not be constructed, and instead the existing Union Station Dodger Stadium Express service would be enhanced to determine if the Dodger Stadium Express could increase the capacity of the Dodger Stadium Express similar to that of the proposed Project. As the TSM Alternative would not include development of an ART system, it would not provide a direct transit connection between LAUS and the Dodger Stadium property via an ART system and would not improve connectivity for the surrounding communities by linking to the Los Angeles State Historic Park, Elysian Park, and the region's rapidly growing regional transit system at LAUS. However, the TSM Alternative would provide enhanced transit access between LAUS and Dodger Stadium. As such, it would not meet the following objectives to the same extent as under the proposed Project and is, thus, considered to be only partially consistent with the following objectives:

- Objective 1: Expand mobility options for transit riders through a direct connection between LAUS and Dodger Stadium, a regional event center.
- Objective 3: Improve the Dodger Stadium visitor experience by providing efficient, high-capacity, and faster alternative access to Dodger Stadium.
- Objective 4: Enhance safety of neighborhoods adjacent to Dodger Stadium by reducing the number of vehicles in the area.
- Objective 6: Increase connectivity of people to the region's public transportation hub at LAUS and the Dodger Stadium property.

The TSM Alternative would not include development of an ART system and would not provide a direct transit connection between LAUS and the Dodger Stadium property via an ART system and improve connectivity for the surrounding communities by linking to the Los Angeles State Historic Park, Elysian Park, and the region's rapidly growing regional transit system at LAUS. As such, the TSM Alternative would not meet the following basic project objectives:

- Objective 2: Attract new transit riders to the Metro system through a unique experience connecting to Dodger Stadium.
- Objective 5: Reduce transportation related pollution and greenhouse gas (GHG) emissions as a result of reduced vehicular congestion in and around Dodger Stadium, on neighborhood streets, arterial roadways, and freeways during game and special event days.
- Objective 7: Improve transit rider experience by providing unique scenic views of the Los Angeles area to ART passengers and Dodger fans.
- Objective 8: Bring a world class aerial transit system to the Los Angeles area.

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- Objective 9: Enhance community connectivity by providing first/last mile transit and pedestrian access to areas that have historically been underserved, including the Los Angeles State Historic Park and Elysian Park.
- Objective 10: Identify comparable, affordable, and accessible fare opportunities for community and Los Angeles State Historic Park and Elysian Park access.
- Objective 11: Minimize the Project's environmental footprint through the integration of sustainability and environmentally friendly design features into the materials, construction, operations, and maintenance of the proposed Project.
- Objective 12: Provide a sustainable form of transit by operating the ART system with the use of zero emission electricity with battery storage backup in order to reduce GHG emissions and improve air quality.

Overall, the TSM Alternative would fail to meet the proposed Project's overall purpose of providing a direct transit connection between LAUS and the Dodger Stadium property via an aerial gondola system, and improve connectivity for the surrounding communities by linking to the Los Angeles State Historic Park, Elysian Park, and the region's rapidly growing regional transit system at LAUS, as it would provide a bus connection between LAUS and Dodger Stadium on Dodger game days only. Moreover, to reach the same capacity as the proposed Project, the TSM Alternative would require the acquisition of alternative sites that may require additional site improvements. Further, although the TSM Alternative would reduce certain temporary construction impacts, it would generate more VMT than the Project and therefore emissions that the proposed Project would not generate. In addition, the TSM Alternative would not provide the same level of benefits of the proposed Project, such as providing a direct transit connection between LAUS and the Dodger Stadium property via an ART system and improving connectivity for the surrounding communities by linking to the Los Angeles State Historic Park, Elysian Park, and the region's rapidly growing regional transit system at LAUS. Improving the connection between LAUS and Dodger Stadium via the proposed Project would provide the quickest, most frequent, and highest capacity transit connection for the most riders travelling to Dodger Stadium to have the most travel time competitive transit trips from more locations in the region. For these reasons, Metro finds that the TSM Alternative is not feasible. As such, Metro rejects this alternative and finds that it is not desirable or feasible based on the specific economic, social, and land use policy considerations outlined above.

10.5 ENVIRONMENTALLY SUPERIOR ALTERNATIVE

Section 15126.6(e)(2) of the CEQA Guidelines indicates that an analysis of alternatives to a proposed Project shall identify an environmentally superior alternative among the alternatives evaluated in an EIR and that if the "no project" alternative is the environmentally superior alternative, the EIR shall identify another environmentally superior alternative among the remaining alternatives. Selection of an environmentally superior alternative is based on comparison of the alternatives to determine which among the alternatives would reduce or eliminate the impacts associated with the Project to the greatest degree.

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Of the alternatives analyzed in the Draft EIR, the No Project Alternative would be considered environmentally superior because it would not involve new development and assumes on-site uses would continue to operate similar to existing conditions. Although the No Project Alternative would not meet any of the Project Objectives, it would avoid all of the Project's significant impacts, including the Project's significant and unavoidable construction noise and vibration impacts. Conversely, the No Project Alternative would not result in ART connections between the neighborhoods noted above. Additionally, VMT and vehicle congestion would not be reduced, and the associated reduction in GHG emissions and air quality improvements would not take place. However, the CEQA Guidelines require that the Draft EIR identify an environmentally superior alternative other than the No Project Alternative.

Table 4-3 of the Draft EIR provides a comparison of the impacts of each of the alternatives. The No Project Alternative and TSM Alternative would not result in significant unavoidable impacts to any environmental considerations.

The proposed Project and the Spring Street Alignment Alternative would result in similar impacts, each having significant unavoidable construction noise and vibration (human annoyance) impacts that cannot be reduced below a significant level with the implementation of mitigation measures. Additionally, they each would require implementation of mitigation measures to reduce potential impacts to less than significant for biological resources, cultural resources, geology and soils, hazards and hazardous materials, land use and planning, public services, transportation and traffic, tribal cultural resources, utilities and services systems, and wildfire.

While both the proposed Project and Spring Street Alternative would result in significant and unavoidable impacts due to construction noise and vibration (human annoyance), the Spring Street Alternative would impact a greater area within the State Historic Park due to construction of both the Spring Street Junction and State Historic Park Station. Therefore, impacts to construction noise from the Spring Street Alignment Alternative would be greater in magnitude than the proposed Project.

As noted in Table 4-3, of the Draft EIR, the TSM Alternative would result in the same CEQA impact determination as the proposed Project for aesthetics, air quality, biological resources, energy, greenhouse gas emissions, hydrology and water resources, mineral resources, and transportation. However, as discussed above, the TSM Alternative's impacts would be less for aesthetics, agriculture and forestry resources, cultural resources, geology and soils, hazards and hazardous materials, land use and planning, noise and vibration, population and housing, public services, recreation, tribal cultural resources, utilities and service system, and wildfire. Additionally, although the TSM Alternative's impact would be greater for air quality, energy, greenhouse gas emissions, hydrology and water quality, and transportation and traffic, it would not result in any significant and unavoidable impacts. As such, the TSM Alternative would result in the fewest environmental impacts overall. Therefore, the TSM Alternative would be considered the environmentally superior alternative.

However, the TSM Alternative would generate more VMT, and therefore emissions, than the proposed Project. In addition, the TSM Alternative would not provide the same level of benefits

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as the proposed Project, such as providing a direct transit connection between LAUS and the Dodger Stadium property via an ART system and improving connectivity for the surrounding communities by linking to the Los Angeles State Historic Park, Elysian Park, and the region's rapidly growing regional transit system at LAUS. As such, Metro rejects the TSM Alternative and finds that it is not desirable or feasible based on the specific economic, social, and land use policy considerations outlined above.

10.6 IRREVERSIBLE ENVIRONMENTAL CHANGES

Section 15126.2(d) of the CEQA Guidelines indicates that an EIR should evaluate significant irreversible environmental changes that would be caused by implementation of a Project. As stated in CEQA Guidelines Section 15126.2(d):

“Uses of nonrenewable resources during the initial and continued phases of the project may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely. Primary impacts and, particularly, secondary impacts generally commit future generations to similar uses. Also, irreversible damage can result from environmental accidents associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified.”

Section 5.0, Other CEQA Considerations, of the Draft EIR provides this analysis. As discussed therein, the Project would necessarily consume limited, slowly renewable, and non-renewable resources that could result in irreversible environmental changes. This consumption would occur during construction of the Project and would continue throughout its operational lifetime. The development of the Project would require a commitment of resources that would include: (1) building materials and associated solid waste disposal effects on landfills; (2) water; and (3) energy resources (e.g., fossil fuels) for electricity and transportation. Consumption of these resources would be considered a primary impact. Secondary impacts that were considered include potential irreversible changes to land utility and changes resulting from hazardous accidents. As discussed below and in Section 5.0, Other CEQA Considerations, of the Draft EIR, the Project would not consume a large commitment of natural resources or result in significant irreversible environmental changes.

10.6.1 Building Materials and Solid Waste

Construction of the Project would require consumption of resources that are limited and slowly renewable, and potentially which may renew slowly as to be considered non-renewable. These resources would include certain types of lumber, aggregate materials used in concrete and asphalt (e.g., sand, gravel, and stone), steel, and petrochemical construction materials (e.g., plastics). The commitment of resources required for the type and level of proposed development would limit the availability of these resources for future generations for other uses during the operation of the Project. However, this resource consumption would be consistent with growth and anticipated change in the Los Angeles region. Materials for the stations, junction, and towers would be locally sourced where possible, and would include recycled content where possible. Additionally, these materials are not in short supply and usage would not result in a

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significant impact on continued availability of these resources. Labor would also be required to produce building materials; however, it is likely that the labor force from within the region would be sufficient to complete the majority of Project construction. Construction of more than one Project component would occur at the same time, with consideration of available materials, equipment, and workers.

As discussed in Section 3.19, Utilities and Service Systems, construction of the Project would generate construction waste from building demolition (1201 North Broadway), site clearing, removal of asphalt, and excavation. It is estimated that approximately 78,500 cubic yards of demolition debris would be generated, of which approximately 62,600 cubic yards would be soil, which is anticipated to not go to landfills, but is instead anticipated to be sold and/or reused for backfill. For the remaining approximately 15,900 cubic yards of demolition debris that would be generated, 65 percent would be diverted from landfills in accordance with CALGreen. As such, it is estimated that approximately 5,565 cubic yards of demolition debris would be hauled to the Sunshine Canyon Landfill, which can adequately accommodate the anticipated amount of solid waste generated for the Project. In addition, the Project would be required to adhere to federal, State, and local regulations for solid waste disposal, including AB 939, which requires all counties and cities to prepare a comprehensive solid waste management program that includes a Source Reduction and Recycling Element, and those identified in the City's Solid Waste Integrated Resource Plan to divert materials prior to disposal for recycling or reuse, where appropriate. Therefore, the Project would not conflict with the Solid Waste Integrated Resource Plan, AB 341, which sets forth the requirements of the Statewide mandatory commercial recycling program, and AB 939, CALGreen, and local management and reduction statutes related to solid waste. As such, solid waste would not be generated in excess of State or local standards or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.

Regarding the operation of the Project, it would be developed in a densely populated urban area and would provide additional connectivity to local amenities in the vicinity of commercial and residential uses, potentially reducing, rather than increasing the need for additional infrastructure that would require similar building materials and produce similar quantities of solid waste. As such, continued phases of the Project would not result in a significant impact related to building materials and solid waste.

10.6.2 Water

Construction of the Project would require short-term and intermittent consumption of water, a resource that is slowly renewable. During construction of the Project, water from water trucks and gallon drums would be required for various activities, such as controlling dust, compacting soil, and mixing concrete. Project construction would require the use of locally available water supplies, distributed by LADWP. The Project would seek to use reused or recycled water prior to the use of potable water, if feasible. LADWP supplies an average of approximately 466 million GPD of water to its customers. LADWP has the ability to meet local water supply goals under normal year, dry year, and multiple dry year conditions; however, a multi-year drought that started in 2012 has resulted in LADWP investing in drought-resilient sources of potable water including stormwater capture and groundwater augmentation. The existing water supply sources are

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adequate to meet the demands for LADWP's service area, and construction of the Project would not increase water usage that would exceed the current supply.

Operational water usage for the Project would include restrooms, concessions, landscaping, and washing down of facilities and other maintenance operations. This would require a total of approximately 6,655 GPD of water, of which approximately 3,072 GPD of water would be used by Park amenities operated by the Los Angeles State Historic Park. This required water usage is considered nominal compared to LADWP's average supply of 435 million GPD; therefore, operation of the Project would not increase water usage that would exceed the current supply.

Thus, as evaluated in Section 3.19, Utilities and Service Systems, while Project construction and operation would result in some irreversible consumption of water, the Project would not result in a significant impact related to water supply.

10.6.3 Energy Consumption

Construction of the Project would require consumption of resources that are slowly renewable as well as non-renewable. These resources would include renewable electricity as well as the use of non-renewable fossil fuels, such as diesel, gasoline, and oil, and thus the existing supplies of these resources would be incrementally reduced. As discussed in Section 3.6, Energy, construction of the Project would require limited and temporary electricity consumption for construction trailers, construction equipment, and lighting, and would be provided by LADWP and supplied by the grid. Construction of the Project would result in a demand of approximately 864,544 kilowatt-hours (kWh) of electricity from the grid. This demand would be temporary, and in some cases would supplant electricity otherwise provided by another energy source, such as diesel generators. The Project's anticipated electricity usage during construction is anticipated to be approximately 0.9 Gigawatt-hours (GWh) in total or 0.45 GWh/year, which would constitute approximately 0.00014 percent to 0.00016 percent of the projected State-wide demand from 2019 to 2026. The California Energy Commission (CEC) estimates that energy demand in the LADWP planning area will increase to approximately 27,000 to 28,000 GWh in the 2024 to 2026 timeframe, meaning that the Project's contribution in that period would be approximately 0.002 percent of the projected demand.

Construction of the Project would also require the limited and temporary usage of transportation fuel, including gasoline and diesel for off-road construction equipment, haul trucks, vendor trucks, construction worker vehicles, and worker shuttles. The estimated total fuel usage from on-road vehicle trips associated with the construction of the Project is 69,355 gallons of gasoline and 84,144 gallons of diesel. The estimated total fuel usage from off-road construction equipment associated with the construction of the Project is approximately 155,304 gallons of diesel fuel. According to these estimates, construction of the Project would equate to approximately 0.15 percent of the annual amount of diesel and approximately 0.008 percent of the annual amount of gasoline that would be used citywide during Project construction. Construction of the Project would equate to less than 0.004 percent of the annual amount of diesel and approximately 0.0002 percent of the annual amount of gasoline and that would be used Statewide during Project construction. Fuel use during construction would be considered negligible when evaluated on a local and regional scale and would not adversely impact local or regional energy supplies or not

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require additional capacity. In addition, the temporary energy consumption associated with construction would allow for a long-term reduction in energy consumption associated with Project operations related to reduced VMT, along with a decreased reliance on fossil fuels, as discussed below.

The electrical power for Project operations of the aerial gondola system and associated stations, junction, and towers would be supplied by LADWP through the utility's Green Power Program, pursuant to GHG-PDF-A. Accordingly, the primary electricity usage associated with the Project would come from renewable resources. When operating near capacity, normal operations are estimated to require approximately 2.5 megawatt (MW) of power. The peak demand in the LADWP planning area is expected to be 6,500 MW at Project build-out in 2026. As a result, the Project would have a negligible effect on LADWP peak demands. Once fully operational, the Project would result in electricity demand of approximately 6.9 GWh/year, which would constitute approximately 0.002 percent of the projected State-wide demand in that year. The CEC estimates that energy demand in the LADWP planning area would increase to approximately 28,000 GWh in 2026, meaning that the Project's contribution in that timeframe would be approximately 0.025 percent of the projected demand. Additionally, the Project would include the installation of backup battery storage at each station, tower, and junction to provide backup power to allow unloading of the system in the event of a power grid failure. The total backup power required is 1,400 kilowatts.

Additionally, operation of the Project would incorporate energy efficient features, such as open-air stations and high-efficiency lighting, which would lower the energy needs of the Project by allowing for passive ventilation strategies and natural daylight and use State-of-the-art gondola technologies, such as automated controls and contactless fare checking. The Project would also be designed to comply with all applicable State and local codes, including conformance with the City of Los Angeles Green Building Ordinance. Furthermore, operation of the Project would decrease the number of people traveling to Dodger Stadium and the surrounding area in passenger vehicles and increase the number of people using public transit. The overall shift is anticipated to reduce total VMT and vehicle idling time in and around Dodger Stadium associated with passenger vehicles, therefore reducing associated emissions and fuel use. When compared to existing conditions, the Project would reduce fuel usage from on-road mobile sources by 89,367 gallons of gasoline and 539 gallons of diesel in 2026, respectively, and 170,026 gallons of gasoline and 1,026 gallons of diesel in 2042, respectively.

Based on the above, the Project would not cause the wasteful, inefficient, and unnecessary consumption of energy. The Project benefits would include improved mobility, transit accessibility, and energy consumption. The resources committed and consumed would be considered appropriate because regional and area residents and visitors would benefit from improved transit services, which, in turn, would result in an overall decrease in the irreversible and irretrievable commitment of nonrenewable resources. Refer to Section 3.6, Energy, for further analysis regarding the Project's consumption of energy resources.

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10.6.4 Environmental Hazards

Construction and operation of the Project has the potential to cause irreversible damage as the result of an environmental accident associated with the release or spillage of hazardous materials as such materials are transported and used. The Project's potential use of hazardous materials is addressed in Section 3.9, Hazards and Hazardous Materials. As discussed therein, it is anticipated that limited amounts of hazardous substances, such as solvents, paints, oils, hydraulic fluids, gasoline, diesel fuel, etc. would be transported to and used at the Project component sites throughout the construction duration. Construction activities would include the use of machinery and other equipment that may require fueling or maintenance/ servicing with other petroleum-based products (e.g., grease, oil). However, all potentially hazardous materials would be contained, stored, and used in accordance with manufacturers' instructions and handled in compliance with applicable federal, State, and local regulations. Thus, any associated risk would be adequately reduced to a less than significant level through compliance with these standards and regulations. As such, compliance with regulations and standards would serve to protect against significant and irreversible environmental change that could result from the accidental release of hazardous materials.

Additionally, during construction, ground-moving activities such as excavation for the foundations of the stations, junction, and towers as well as the demolition of the existing building at 1201 North Broadway, would include disturbance of soils. The proposed sites of the Alameda Station, Alpine Tower, Chinatown/State Park Station, and Broadway Junction were listed in hazardous materials database listings. The Project would implement Mitigation Measure **MM-HAZ-A** to prepare a soil and groundwater management plan, which shall include sampling and analyzing soils/groundwater and required methods and procedures for the proper handling and removal of impacted soils and/or groundwater for off-site disposal, to reduce impacts related to construction to less than significant. Additionally, Mitigation Measure **MM-HAZ-B**, which would require hazardous materials abatement by a licensed abatement contractor prior to demolition of the existing building at 1201 North Broadway, would be implemented, which would reduce impacts to less than significant. With implementation of mitigation measures, it is not expected that the Project would cause irreversible damage from environmental accidents associated with the use of typical, potentially hazardous materials during construction.

It is anticipated that operation and maintenance of the Project would include use of limited quantities of hazardous materials, such as oils, paints, solvents, and cleaners, which are not acutely hazardous. No operational activities are proposed that would result in the use or discharge of unregulated hazardous materials. Operation of the Project would transport, handle and store, and dispose of all materials in compliance with all codes, standards, and regulations, and it is not expected that the Project would cause irreversible damage from environmental accidents associated with the use of typical, potentially hazardous materials during operations.

10.6.5 Land Utility

Land used to construct Project components is considered an irreversible commitment during the period the land is used. After construction is completed, land used for construction staging would be available for other uses. Furthermore, in regard to Project components within the public ROW,

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and as discussed in Section 3.17, Transportation, development of a construction traffic management plan in coordination with LADOT is required as outlined in Mitigation Measure **MM-TRA-B**. The construction management plan would include street closure information, detour plans, haul routes, and a staging plan with review and approval from the City. Implementation of Mitigation Measure **MM-TRA-B** would minimize access interruptions within the Project Study Area and identify safe detour routes around the temporary closures for vehicles, bikes, and pedestrians. With implementation of Mitigation Measure **MM-TRA-B**, temporary construction impacts related to disruption of access between communities would be less than significant.

Implementation of the Project would commit land designated as public ROW, commercial, residential, and open space uses at the stations, junction, and towers to transit uses. The majority of the Project alignment and components would be constructed within or above the public ROW and/or publicly owned property. However, no housing or businesses would be displaced. As discussed in Chapter 2, Project Description, Subsection 2.11, Required Permits and Approvals, the Project Sponsor is seeking to amend LAMC Sections 12.32 and 11.5.7 to create an Overlay District or Specific Plan to provide for consistent application of Project design standards, limitations, and operational measures. With approval of the amendments to the zoning code to allow the Project uses, development of these Project components would not conflict with the applicable LAMC requirements at the time of Project implementation, and the impact would be less than significant.

With approval of the amendments to the zoning code to allow the Project uses, development of these Project components would not conflict with the applicable LAMC requirements or the General Plan land use designations at the time of Project implementation, and the impact would be less than significant.

Further, Plan Approvals under the existing Conditional Use Permit could be sought to allow for the Stadium Tower and Dodger Stadium Station sites, including an exception from the site's 1XL (Extra Limited Height) district designation. However, with the Plan Approvals, these Project components would be consistent with the provisions of the Conditional Use Permit applicable to the site, and no impact related to consistency with the LAMC would occur.

As such, the Project would be consistent with the policies of the City of Los Angeles which promote transit use and would not create a substantial irreversible commitment to land use.

Additionally, The Los Angeles State Historic Park General Plan identifies four types of land uses in its Preferred Park Concept Elements: Cultural Activities, Recreation Open Space, Garden Open Space, and Natural Open Space. These land uses do not contemplate a transit station like the Chinatown/State Park Station, which would have a footprint of 2,195 square feet in the park, and the station canopy would have an overhang of 9,320 square feet over the park. The Project's required aerial clearance width over the Los Angeles State Historic Park would be 53 feet 2 inches wide with an area of approximately 59,470 square feet, plus an Additional Separation Buffer.

Pursuant to Public Resources Code 5002.2, the Project would require the Los Angeles State Historic Park General Plan Amendment to amend the Preferred Park Concept Elements to include

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a “Transit” land use to allow for the Project’s use, as well as to address the State historic park classification as defined in Public Resources Code 5019.59, which permits facilities for the comfort and enjoyment of the visitors, such as access. Given the large-scale events currently held at the Park (as discussed in Subsection 5.5.2, Special Events at the Los Angeles State Historic Park), additional transportation options to access the Park have the added benefit of reducing the detrimental impacts of those events to the Park and the neighboring communities. The General Plan Amendment is subject to the review and approval by the State Park Commission, which retains its independent authority related to the Project per Public Resources Code 21174. The Project is also anticipated to require easements and/or aerial easements, a lease or other agreement, a right of entry permit, and/or operational agreements related to the park.

Thus, with the General Plan Amendment, the construction and operation of the Chinatown/State Historic Park Station would be made consistent with the applicable goals and guidelines of Los Angeles State Historic Park General Plan as amended by the Los Angeles State Historic Park General Plan Amendment, and thus would not conflict with the goals, policies, and objectives of the Los Angeles State Historic Park General Plan adopted for the purpose of avoiding or mitigating an environmental effect. As such, impacts related to the Los Angeles State Historic Park would be less than significant. As such, the Project would be consistent with the policies of State Parks, which establish land uses appropriate to the Park and associated elements, and therefore would not create a substantial irreversible commitment to land use.

10.6.6 Conclusion

Based on the above, Project construction and operation would require the irretrievable commitment of limited, slowly renewable, and non-renewable resources, which would limit the availability of these resources and the Project site for future generations or for other uses. However, the consumption of such resources would not be considered substantial and would be consistent with regional and local growth forecasts and development goals for the area. The loss of such resources would not be highly accelerated when compared to existing conditions and such resources would not be used in a wasteful manner. Therefore, although irreversible environmental changes would result from the Project, such changes are concluded to be less than significant. Considering that the Project would consume an immaterial amount of natural resources, and it is a transportation alternative to automobile travel that would reduce VMT and increase connectivity of people to the region’s public transportation hub at Union Station and the Dodger Stadium property, and would increase connectivity in the Project area, providing direct linkages for existing residents and communities to parks and recreational facilities, the limited use of nonrenewable resources is justified.

10.7 GROWTH-INDUCING IMPACTS

Section 15125.2(d) of the CEQA Guidelines requires a discussion of the ways in which a project could induce growth. This includes ways in which a project would foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. Section 15126.2(d) of the CEQA Guidelines states that the EIR should:

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“Discuss the ways in which the Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. Included in this are projects which would remove obstacles to population growth (a major expansion of a wastewater treatment plant might, for example, allow for more construction in service areas). Increases in the population may tax existing community service facilities, requiring construction of new facilities that could cause significant environmental effects. Also discuss the characteristics of some projects which may encourage and facilitate other activities that could significantly affect the environment, either individually or cumulatively. It must not be assumed that growth in any area is necessarily beneficial, detrimental, or of little significance to the environment.”

Section 5.0, Other CEQA Considerations, of the Draft EIR provides this analysis. As discussed therein, induced growth is any growth that exceeds planned growth and results from new development that would not have taken place without the implementation of a Project. Generally, growth-inducing projects are located in isolated, undeveloped, or underdeveloped areas, necessitating the extension of major infrastructure, such as water or sewer facilities, or roads. Typically, the growth-inducing potential of a project would be considered significant if it results in growth or population concentration that exceeds those assumptions included in pertinent master plans, land use plans, or projections made by regional planning authorities. However, the creation of growth-inducing potential does not automatically lead to growth, whether it would be below or in exceedance of a projected level. The environmental effects of induced growth are secondary or indirect impacts of the Project. Secondary effects of growth could result in significant, adverse environmental impacts, which could include increased demand on community public services, increased traffic and noise, degradation of air and water quality, and conversion of agricultural land and open space to developed uses.

In order to characterize the existing population, housing, and employment conditions in the vicinity of the Project, a 0.5-mile buffer around the Project alignment was established as the Project Study Area, as discussed in detail in Section 3.14, Population and Housing, of the Draft EIR. The total population for the Project Study Area in 2019, according to the U.S. Census Bureau, was approximately 33,108 residents compared to the total City population of 3,986,031 residents. (Table 3.14-2). In 2020, the County population was estimated to be 10,044,458 residents (Table 3.14-1). The average annual growth rate for the City from 2010 to 2020 was approximately 0.3 percent (Table 3.14-1), and more recently in 2020 the annual growth rate indicated negative growth at approximately -1.3 percent. The City’s average annual growth rate is higher than the County’s average annual growth rate from 2010 to 2020 (0.42 percent); however, the County’s 2020 annual growth rate of -0.9 percent suggests that even though people were leaving the area, the rate of people leaving the City was greater than the County. The total number of housing units for the Project Study Area in 2019, according to the U.S. Census Bureau, was 11,846 (Table 3.14-4). In 2020, the number of housing units was 1,535,606 in the City with an anticipated 16.8 percent increase by 2045, and over 3.6 million in the County, with an anticipated 13.9 percent increase by 2045 (Table 3.14-3). The total number of people employed in the Project Study Area in 2019, according to the U.S. Census Bureau, was 30,695 (Table 3.14-7). In 2019, the number of people employed was 2,155,700 in the City and 5,313,215 in the County (Table 3.14-6). By

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2045, the number of people employed in the City is projected to be 2,135,900 and the number employed in the County is projected to be 5,382,000 (Table 3.14-6). This anticipates a 0.9 percent decrease in employment for the City and a 1.3 increase in the County. Although private vehicles are the main means of commute for both residents in the Project Study Area and overall City of Los Angeles, residents in the Project Study Area utilize public transportation and walking (13.3 percent and 9.3 percent, respectively) more than the overall City of Los Angeles population (8.8 percent and 3.4 percent, respectively) (Table 3.14-8).

Considering the above environmental setting, the following discussion, as well as Section 5.0, Other CEQA Considerations, of the Draft EIR, considers whether or not the Project would foster population or employment growth, or the construction of additional housing, either directly or indirectly, on both a regional and local scale.

The Project alignment would be located within the urbanized and developed City of Los Angeles. The Project would link the Dodger Stadium property to the region's rapidly growing regional transit system at LAUS, thereby increasing overall system efficiency. The Project would improve the mobility and accessibility for people in the area by providing an ART to the regional transit system at LAUS and provide a first/last mile transit connection to Dodger Stadium, for existing residents, workers, park users, and visitors to Los Angeles. The Project does not include any new housing. Instead, it would provide new connections to and between currently underserved neighborhoods and uses along the proposed alignment, including Chinatown, Mission Junction, the Los Angeles State Historic Park, Elysian Park, Echo Park, and Solano Canyon. These areas are being developed with various mixed-use developments, which include both residential units and commercial spaces. As such, the Project is intended to accommodate existing and future transportation needs of the area's population and would not directly induce growth.

As discussed in Section 3.14, Population and Housing, of the Draft EIR, the Project would not induce substantial unplanned population growth indirectly. Construction employment generated by the Project would not change population in the heavily populated Los Angeles region. Given the temporary nature of construction industry jobs, the relatively large regional construction industry, and the total number of construction workers needed during any construction phase, it is likely that the labor force from within the region would be sufficient to complete the majority of project construction without a substantial influx of new workers and their families. Any such relocation within the region would be minimal. Although specialized personnel including ART manufacturer and cable specialists would be on site during construction phases involving the installation of the ART system and cable pulling, they are expected to utilize existing seasonal accommodations and leave once construction is completed. Impacts related to induced population growth due to employment opportunities during construction of the Project would be less than significant. Employees for operations, maintenance, and concessions (approximately 20) are expected to be drawn from the local labor force and would not induce substantial unplanned population growth.

As discussed in Section 3.15, Public Services, of the Draft EIR, because the Project would not include any new housing, and because it is likely that the labor force from within the region would be sufficient to complete construction and support operation of the Project, it is not anticipated to

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cause a substantial demand for fire or police protection services such that it would require the provision of new or physical altered governmental facilities (i.e., fire and police stations). Project implementation would not impact population in the heavily populated Los Angeles region that would result in additional demand for schools such that it would result in the need for new or physically altered schools. Additionally, the Project is not anticipated to cause a demand for other public facilities such that it would require the provision of new or physical altered governmental facilities (i.e., libraries, senior centers, homeless bridge housing facilities, or childcare services). Therefore, the Project would not induce population growth that could affect service ratios, response times, or other performance objectives for public services.

The ART system would increase connectivity in downtown Los Angeles and provide direct linkages to major residential, employment, and tourist destinations, such as LAUS, El Pueblo/Olvera Street, Chinatown, Los Angeles State Historic Park, Dodger Stadium, and Elysian Park. The Project Study Area includes a population of which approximately 25 percent of the residents in the Project Study Area utilize either public transportation or walking for commuting to work. As discussed in Chapter 2, Project Description, of the Draft EIR, and Section 3.0, Project Description, of the Final EIR, Dodger Stadium is one of the region's most visited venues; however, there are no permanent transit connections to the venue. The vast majority of visitors drive their personal vehicles to access the venue. These vehicles create congestion on the surface streets, throughout the surrounding communities, and on the nearby freeways. As the region's population grows and resulting travel needs continue to increase, the local and regional roadway system is likely to experience greater congestion. When complete, the travel time from LAUS to Dodger Stadium would be approximately 7 minutes during peak operations (games/events at Dodger Stadium). Approximately 20 percent of visitors could take aerial transit connected to Metro's regional transit system. By creating a high-quality and high-capacity rapid transit connection between LAUS and Dodger Stadium, the Project would provide a more viable choice in making a trip to a Dodger game or event at the stadium.

With Metro's existing and planned expansion of its transit system, coupled with other providers such as Metrolink, Amtrak, and other municipal bus operators whose services all converge at LAUS, the Project provides the opportunity for anyone in the Los Angeles County region to access Dodger Stadium via public transit. While other transit projects in general could induce growth at the regional scale by focusing on faster commute times, thus enticing more widespread residential options, the specific transit needs met by the Project address the issue of regional accessibility and improved efficiency to visiting Dodger Stadium and provide a first/last mile transit connection to Dodger Stadium for existing residents, workers, and visitors to Los Angeles. It is unlikely that this benefit would result in construction of new housing in the region, and therefore indirectly induce growth.

On a local scale, the Project would link residents to the Dodger Stadium property and enhance community connectivity. The ART system would increase connectivity in downtown Los Angeles and provide direct linkages to major residential, employment, and tourist destinations. By facilitating access to existing transit systems and increasing connectivity in downtown Los Angeles, the Project may increase the attractiveness of the corridor for living and conducting business, resulting in increased activity near the proposed stations. However, such indirect

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impacts on adjacent communities would generally be positive. Given that the area in the City where the Project alignment is located is densely urbanized and there are existing planned developments for the area, this would be a benefit for existing and planned uses in the area.

As discussed in Section 3.11, Land Use and Planning, of the Draft EIR, and Section 5.0, Corrections and Additions, of the Final EIR, the Project would support the City's goals from the Housing Element, Central City Community Plan, and Downtown Los Angeles 2040 Draft Community Plan of providing transit near residential development. Nevertheless, the Project is not anticipated to substantially generate new development beyond what is already planned within the area. As such, the Project is not anticipated to stimulate development to a level inconsistent with applicable planned local land use designations. Should any future development occur in the surrounding Project area, as discussed in Section 3.11, Land Use and Planning, of the Draft EIR, and in Topical Response G, No Improper Project Segmentation: The Proposed Project Is Intended to Create a Transit Connection from Metro's Union Station Transportation Hub via an Aerial Gondola System to the Dodger Stadium Property, in Section 6.0, Responses to Comments, of the Final EIR, such development would be subject to additional environmental analysis under CEQA, and would be required to comply with City of Los Angeles Community Plan policies encouraging development near transit stations and corridors. Operation of the Project would not induce substantial population growth either directly or indirectly. Impacts related to induced population growth during operation of the Project would be less than significant.

10.8 FINDINGS FOR MITIGATION MEASURES

The Metro Board has considered every mitigation measure recommended in the Draft EIR and included in the Mitigation Monitoring and Reporting Program (MMRP). Metro hereby binds itself to implement or, as appropriate, require implementation of these measures. Metro finds that the measures included in the MMRP constitute changes or alterations which avoid or substantially lessen significant effects on the environment. The MMRP will be adopted concurrently with these Findings and will be effectuated through the process of constructing and implementing the Project. As described above in Section 5 of these Findings, Metro has rejected as infeasible other potential mitigation measures considered in the EIR.

Some comments on the Draft EIR suggested additional mitigation measures and/or modifications to the measures recommended in the Draft EIR. As shown in the Final EIR, Metro incorporated suggestions where appropriate or Metro explained why the suggested mitigation measures were not feasible and/or not superior to the mitigation measures identified in the Draft EIR. The Metro Board acknowledges staff for its careful consideration of these comments and agrees with the Final EIR in those instances when staff did not accept proposed language, and hereby ratifies, adopts, and incorporates the Final EIR's reasoning on these issues.

11. STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to CEQA Guidelines section 15093, if a project's EIR and administrative record substantiate that the project would result in significant and unavoidable impacts, then the lead agency is required to balance the project's significant and unavoidable impacts against its

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economic, legal, social, technological, or other benefits. If these benefits outweigh the significant and unavoidable impacts, then the significant and unavoidable impacts may be deemed acceptable. In such a case, the lead agency must state, in writing, the specific reasons that support this conclusion. This section presents the Project's potential significant and unavoidable impacts followed by Metro's findings as to why the Project's benefits outweigh these significant and unavoidable impacts.

11.1 SIGNIFICANT AND UNAVOIDABLE IMPACTS

The Project would result in the following significant and unavoidable impacts:

Noise (Construction). Construction of the Project would have a significant and unavoidable noise impact for on-site activities. Mitigation Measure **MM-NOI-A** would reduce construction noise impacts to the extent practicable. However, significant impacts from noise levels due to on-site construction activities would remain at the Los Angeles Union Station Terminal (NSR 1A), El Pueblo (NSR 2), Mozaic Apartments (NSR 3), The California Endowment Building (NSR 4), the future Homeboy Industries Residential (NSR 5), Chinatown Senior Lofts (NSR 6), Homeboy Industries (NSR 7), Future Residential Development (NSR 8), Blossom Plaza (NSR 9), Future Residential Development (NSR 10), Capitol Milling (NSR 11), Llewellyn Apartments (NSR 12), Los Angeles State Historic Park (NSR 14 N/S), Cathedral High School (NSR 16), and Low-Rise Residential on Savoy Street (NSR 17N/S). These impacts are temporary and will only last as long as the construction activities. Nonetheless, construction noise impacts would remain significant and unavoidable. Construction of the Project would have a significant and unavoidable vibration (human annoyance) impact. There are no feasible mitigation measures to reduce the vibration (human annoyance) impacts identified for vibration-sensitive receptors from on-site construction activities as well as along the Project alignment for off-site construction activities. As such, vibration (human annoyance) impacts would remain significant and unavoidable.

11.2 DETERMINATION

The below stated reasons summarize the benefits, goals, and objectives of the Project, and provide the rationale for the benefits of the Project. These overriding considerations of economic, social, aesthetic, cultural/historical, technological, and environmental benefits for the Project justify adoption of the Project and certification of the completed Final EIR. Each of these overriding considerations individually would be sufficient to outweigh the adverse environmental impacts of the Project. Metro concludes that the overall benefits of the Project outweigh the significant and unavoidable temporary impact discussed above, and that the significant and unavoidable impacts are thus considered acceptable.

Metro hereby adopts the following Statement of Overriding Considerations. Metro recognizes that significant and unavoidable impacts would result from implementation of the Project. Having (i) adopted all feasible mitigation measures, (ii) rejected alternatives to the Project discussed above, (iii) recognized all significant, unavoidable impacts, and (iv) balanced the benefits of the Project against the Project's significant and unavoidable impacts, Metro hereby finds the benefits outweigh and override the significant unavoidable impacts for the reasons stated below.

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Further, Metro finds that adoption and implementation of any and/or all of the Design and Use Options described in Section 6.0, Design and Use Options, of the Draft EIR, will have the same economic, social, legal, technological, and other considerable benefits as the Project, listed below.

The Project would provide the first permanent transit connection to Dodger Stadium, one of the region's most visited venues, and expand mobility options for an underserved community.

As provided in Section 2.0, Project Description, of the Draft EIR, the underlying purpose of the Project is to provide a direct transit connection between LAUS and the Dodger Stadium property via an aerial gondola system and improve connectivity for the surrounding communities by linking to the Los Angeles State Historic Park, Elysian Park, and the neighborhoods along the proposed alignment and the region's rapidly growing regional transit system at LAUS. Dodger Stadium draws large regional crowds, with approximately 100 baseball games and other events each year, but there are no permanent transit connections to the venue. The vast majority of visitors drive their personal vehicles to access the venue. These vehicles create congestion on the surface streets leading up to and around Dodger Stadium, including Sunset Boulevard/Cesar E. Chavez from LAUS and throughout the surrounding communities. Given the capacity of the Project's system, approximately 20 percent of the fans could take aerial transit connected to Metro's regional transit system. This would reduce vehicular congestion in and around Dodger Stadium, on neighborhood streets, arterial roadways, and freeways during game and special event days. ART is a proven, zero emission, safe, sustainable, high-capacity, and highly efficient form of transportation that would function as both a reliable rapid transit system and first/last mile connector. The Project would operate daily to serve existing residents, workers, park users, and visitors to Los Angeles.

The Project would provide a variety of benefits as an aerial rapid transit system connecting LAUS to Dodger Stadium.

In general, the Project would result in the following benefits:

- Expand mobility options for transit riders through a direct connection between LAUS and Dodger Stadium, a regional event center.
- Attract new transit riders to the Metro system through a unique experience of an aerial transit system connecting to Dodger Stadium.
- Improve the Dodger Stadium visitor experience by providing efficient, high-capacity, and faster alternative access to Dodger Stadium.
- Enhance safety of neighborhoods adjacent to Dodger Stadium by reducing the number of vehicles in the area.

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- Reduce transportation related pollution and greenhouse gas (GHG) emissions as a result of reduced vehicular congestion in and around Dodger Stadium, on neighborhood streets, arterial roadways, and freeways during game and special event days.
- Increase connectivity of people to the region's public transportation hub at LAUS and the Dodger Stadium property.
- Improve transit rider experience by providing unique scenic views of the Los Angeles area to ART passengers and Dodger fans.
- Bring a world class aerial transit system to the Los Angeles area.
- Enhance community connectivity by providing first/last mile transit and pedestrian access to areas that have historically been underserved, including the Los Angeles State Historic Park and Elysian Park.

By reducing congestion and VMT, the Project would reduce GHG emissions and provide air quality benefits to communities in the Project area.

The Project would also result in air quality benefits to communities in the Project area. As the region's population grows and resulting travel needs continue to increase, the local and regional roadway system is likely to experience greater congestion. Dodger Stadium draws large regional crowds, with approximately 100 baseball games and other events each year, but there are no permanent transit connections to the venue, unlike other high-capacity venues in the region. The vast majority of visitors drive their personal vehicles to access the venue. These vehicles create congestion on the surface streets leading up to and around Dodger Stadium, including Sunset Boulevard/Cesar E. Chavez from LAUS and throughout the surrounding communities. Given the capacity of the Project's system, approximately 20 percent of the fans could take aerial transit connected to Metro's regional transit system. This would reduce vehicular congestion in and around Dodger Stadium, on neighborhood streets, arterial roadways, and freeways during game and special event days, thereby reducing VMT and GHG emissions. Accordingly, the Project would result in air quality benefits to the surrounding communities.

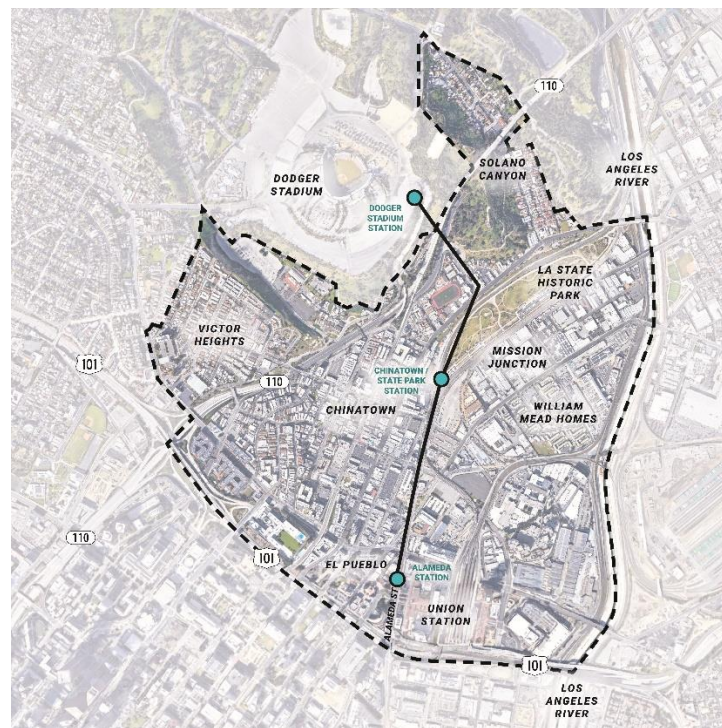
As discussed in Section 1.4.3, Senate Bill 44, of Section 1.0, Introduction, of the Draft EIR, the lifetime emissions of the Project over its useful life (30 years based on SCAQMD's guidance for GHG significance thresholds) would be a reduction of 166,653 MT CO₂e. In the same section, the Draft EIR notes that the lifetime VMT reduction of the Project over its useful life would be 129,629,500 VMT. As discussed in Section 3.03, Air Quality, of the Draft EIR, emissions are decreased through reducing vehicle miles traveled, and the "Project would result in a net reduction in criteria pollutant emissions in both 2026 (Build Out) and 2042 (Horizon Year) by reducing vehicle miles traveled and thereby decreasing emissions compared to existing conditions."

The Project would allow all residents, employees, and businesses located close to the Project to ride the gondola using their Metro fare at no additional cost under the proposed

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Community Access Plan, serving as an additional transit option and first/last mile-connector for transit users in the community.

The Project would allow all residents, employees, and businesses located close to the Project to ride the gondola using their Metro fare at no additional cost under the proposed Community Access Plan. The graphic below demonstrates the geographic area for the Community Access Plan applicability. Moreover, under the Community Access Plan, transfers to and from the Metro regional transit system and the Project would be free. The Community Access Plan would honor Metro's numerous discount fare programs for a variety of needs (i.e., senior fares, student fares, etc.). Residents and employees of businesses located within the communities adjacent to the Project alignment would only pay the rate they pay to ride the Metro system to the Project. The Project would also be free to ride for anyone with a ticket to a Dodger game.



The Project would reduce traffic congestion and provide air quality benefits in communities disproportionately burdened by multiple sources of pollution.

The communities in the vicinity of the Project alignment were identified as being in the 90 – 100 percentile of communities disproportionately burdened by multiple sources of pollution in the State based on the California Office of Environmental Health Hazard Assessment, CalEnviroScreen 4.0 Map. The Project would include features to enhance and provide additional benefit to the surrounding community. These include (i) improved transportation connectivity in Metro's Equity Focused Communities ("EFCs") where transportation needs are greatest; (ii) reduced vehicular congestion in and around Dodger Stadium which reduces VMT and GHG emissions resulting in air quality benefits in communities disproportionately burdened by multiple sources of pollution; (iii) sustainability features and open space enhancements; (iv) active transportation connectivity

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including first/last mile multi-modal options at the mobility hubs proposed for Chinatown/State Park Station and Dodger Stadium Station; (v) improved access to Los Angeles State Historic Park and Elysian Park; and (vi) safety and security features including security cameras at the stations, junction, towers, and in cabins and low-level lighting for security and wayfinding purposes.

The Project is consistent with the applicable regional transportation plan's strategies and goals to improve mobility and reduce VMT in the region.

The Project is consistent with the applicable sustainable communities strategy and alternative planning strategy and the applicable regional transportation plan – the Southern California Association of Governments' 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), called Connect SoCal. The plan outlines ten main goals, each of which the Project is consistent with. Refer to the table on pages 1-6 to 1-7 in Section 1.0, Introduction, of the Draft EIR for a more detailed discussion of the Project's consistency with these goals.

The Project would provide improved mobility, accessibility, reliability and travel choices for people traveling in Los Angeles to a major event destination (Dodger Stadium), as well as provide improved transit service to adjacent communities. The Project would reduce GHG emissions by reducing VMT. Accordingly, the Project would be consistent with goals in Connect SoCal and is, thus, consistent with the applicable sustainable communities strategy and regional transportation plan.

The Project is consistent with the City of Los Angeles' General Plan policies related to promoting health, sustainability, and equity.

The City's General Plan Framework Element establishes several health-promoting principles, including equity in such considerations. Similarly, the City's Mobility Element has a strong public health focus centered around promoting sustainability and increasing access to active transportation. As provided in Table 3.11-3, Project Consistency with Applicable City of Los Angeles General Plan Policies, of the Draft EIR, the Draft EIR analyzed the Project's consistency with these policies. For example, as discussed in Section 3.11, Land Use and Planning, of the Draft EIR, the Project supports Framework Element Objective 5.8 by reinforcing or encouraging the establishment of strong pedestrian orientation in the surrounding communities and facilitating multi-modal access to and from the stations with pedestrian network improvements. Consistent with this objective, the Draft EIR notes how "[t]he proposed Project would also enhance community connectivity to areas that have historically been underserved and provide pedestrian enhancements so that the areas surrounding the stations can serve as a focus of activity for the surrounding community and a focus of investment in the community." Section 3.11, Land Use and Planning, of the Draft EIR, discusses how the Project is consistent with Framework Element Policy 38, seeking to enhance neighborhood accessibility by "provid[ing] new connections to and between currently underserved neighborhoods and uses along the proposed alignment" while including a "mobility hub at the Chinatown/State Park Station where passengers would be able to access a suite of first mile and last mile multi-modal options, such as a bike share program." In addition to facilitating a potential bike share program, the Project's cabins would accommodate bicycles, as described in Section 2.0, Project Description, of the Draft EIR. Further, the

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Chinatown/State Park Station location may provide bicycle access from the adjacent proposed Los Angeles River bicycle path (anticipated to open in 2027) to the bicycle and hiking trails in Elysian Park.

The Draft EIR also analyzed the Project's consistency with the City's Mobility Element in Section 3.17, Transportation. The Project would ensure quality pedestrian access by facilitating "multi-modal access to and from the stations with pedestrian network improvements." Such improvements would be targeted especially at the areas surrounding the proposed Dodger Stadium Station to provide a safe and efficient connection for pedestrians traveling between the station and the stadium. The Project would also provide quality pedestrian access to communities surrounding Dodger Stadium, further advancing the environmental justice goals of the City's Mobility Element. A key policy initiative of the City's Mobility Element is to "embed equity and environmental justice into the transportation policy framework, project implementation, and action programs." Because the Project would bring quality pedestrian access to areas around Dodger Stadium that previously have lacked such access, the Draft EIR concluded that the Project would be consistent with the policies of the City's Mobility Element to ensure the provision of quality pedestrian access.

The Project would result in technological benefits, spurring other emerging innovations to be integrated in the public transit system.

As discussed in the Technology Penetration Analysis, included in Appendix J, Greenhouse Gas Emissions Technical Report, of the Draft EIR, the Project will introduce the first aerial gondola system to the Los Angeles area, and the first aerial gondola system in a densely populated area in the United States since 2007. The Project will facilitate acceptance of transportation alternatives. As a breakthrough and innovative technology for the region, the Project advances future alternative transportation systems and technology in the Los Angeles region while providing a template for other innovative aerial projects elsewhere in California and the United States.

A large capacity for a new mode of transportation in Los Angeles will allow passengers to see the potential for other emerging innovations to be integrated into the public transit system, and the proposed Project would thus exemplify how alternative transportation technology can be integrated into a city's transportation infrastructure and will show that new technology can successfully operate in concert with other existing modes of transportation.

The Project incorporates sustainable infrastructure practices, including the policies and standards of the of the Envision Rating System of the Institute for Sustainable Infrastructure, as well as USGBC's LEED for Building Design and Construction and has incorporated sustainability features based on these rating systems.

The Project is an innovative and sustainable transit system that provides a sustainable, high-capacity, zero emission aerial rapid transit option for visitors to Dodger Stadium, while also providing access between Dodger Stadium, the surrounding communities, and the regional transit system accessible at LAUS. Aerial rapid transit technology is quiet, minimizing noise and vibration, and the Project would reduce VMT and congestion, leading to reduced GHG emissions and improved air quality.

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The Project has been reviewed against the policies and standards of the Envision Rating System of the Institute for Sustainable Infrastructure, as well as USGBC's LEED for Building Design and Construction and has incorporated sustainability features based on these rating systems. As discussed in Section 2.7.9, Sustainability Features, of the Draft EIR, the Project would include several sustainability features, including the installation of landscaping at the Alameda Station, Alpine Tower, Chinatown/State Park Station, Stadium Tower and Dodger Stadium Station, which would include drought tolerant landscape features and low water use irrigation strategies. The station, junction, and tower hardscape materials would also be selected to reduce Solar Reflective Index values to minimize the heat island effect. At the Chinatown/State Park Station, shade structures and potential seating would be included. The Project would also provide open space enhancements at the Los Angeles State Historic Park and along the pedestrian pathway connecting Dodger Stadium Station and Dodger Stadium.

Accordingly, the Project would incorporate sustainable infrastructure practices to achieve sustainability, resiliency, and climate change mitigation and adaptation goals in the Project, including USGBC's LEED rating system and the Envision Rating System of the Institute for Sustainable Infrastructure's policies and standards.

The Project supports Metro's goals of improving equity outcomes.

The Project would also support Metro's goal of improving equity outcomes. The Project would be free to ride for anyone with a ticket to a Dodger game. In addition, the Project would allow all residents, employees, and businesses located close to the Project to ride the gondola using their Metro fare at no additional cost under the Community Access Plan. Moreover, under the Community Access Plan, transfers to and from the Metro regional transit system and the Project would be free. The Community Access Plan would honor Metro's numerous discount fare programs for a variety of needs (i.e., senior fares, student fares, etc.). The Project would also comply with all accessibility requirements of the Americans with Disabilities Act ("ADA"), including accommodating wheelchairs. Further, during the Project's construction phase, the Project Sponsor has committed to a goal of 35 percent utilization of MBEs, WBEs, DBEs, SBEs, DVBEs, and LGBTQ-owned businesses. In addition, each station of the Project could provide an opportunity for site-specific artwork commissioned from artists from the surrounding community, that is reflective of the unique neighborhood culture, and has also committed to one "Art Cabin" that could feature artwork commissioned from local artists.

Metro and the Project Sponsor have engaged, and will continue to engage, in community outreach to ensure equitable outcomes related to the Project. These efforts include multilingual door knocking, provision of project information materials in multiple languages, numerous public meetings with provision of materials and interpretation in multiple languages, and partnerships with various cultural, educational, and business community organizations, including Cathedral High School, the Chinese American Museum, the Italian American Museum, Chinatown businesses, and Olvera Street Merchants. Public outreach for the Project was designed with environmental justice principles in mind – ensuring that people have fair and equal access to the planning process regardless of race, culture, national origin, disability status, or income. Public outreach was also designed to ensure compatibility with Metro's equity goals by providing

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community members the ability to meaningfully engage with information about the Project and ask questions and provide public comments in their native languages. This ensures Metro can intentionally collaborate and listen to community experiences from all community members by removing barriers to communication and accessibility.

The Project would expand rider access to the regional transit system and create economic opportunities for businesses along the Project alignment.

The Project would provide numerous benefits to local businesses in El Pueblo, Chinatown, and other areas along the Project alignment, including MBEs, WBEs, DBEs, SBEs, DVBE, and LGBTQ-owned businesses. In addition to providing accessible and affordable mobility options for these businesses' employees and expanding transit access to the area, the Project would create economic opportunities for potential partnerships with these businesses.

As discussed in Section 2.0, Project Description, of the Draft EIR, the Project creates a first/last mile transit link for residents and businesses within the impacted communities of El Pueblo, Chinatown, Solano Canyon, Victor Heights, and Mission Junction, while unifying and connecting communities through transit mobility access. This new mode of transportation will expand rider access to the regional transit system by attracting new visitors, and represents an opportunity to increase pedestrian traffic along the Project alignment, creating economic opportunities for local businesses, including shops and restaurants, through potential partnerships that drive customers to El Pueblo, Chinatown and other areas along the Project alignment, which, consequently, adds revenues to these businesses in the communities the Project hopes to serve. For example, as discussed in the Parking Study, the Project could implement business to business partnerships with local businesses to pre-sell bundled packages that include patronage at the local business, as well as off-street parking, and a ticket to ride the Project.

As discussed in Section 5.0, Other CEQA Considerations, of the Draft EIR, the locations of the Project's Alameda Station and Chinatown/State Park Station optimize pedestrian access, driving customers to local businesses. The proposed Alameda Station would provide pedestrian access to the planned LAUS Forecourt and El Pueblo, enhancing access to El Pueblo and promoting and further attracting visitors to Olvera Street. The Project, in addition to helping to promote and provide added connectivity to the Chinatown area, also would locate its Chinatown/State Park Station within a 3-minute walk to/from Metro's L Line (Gold) Chinatown Station as a way to drive additional foot traffic to Chinatown and provide direct access to the Los Angeles State Historic Park. The Project would provide area residents and businesses with transit access to local businesses and institutions. The Project could partner, for example, with the Chinese American Museum, the Italian American Museum, Chinatown businesses, and Olvera Street Merchants to help in addressing visitor, educational, and customer access to these businesses and institutions.

Partnerships with local businesses and nonprofits could also include an overall marketing plan on how best to market the 'gondola' to the benefit of the region; this may include additional monies for specific marketing of identified areas along the Project alignment, in addition to grant-based assistance for anti-displacement strategies.

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The Project Sponsor is in the process of and will continue convening stakeholder groups to coordinate on partnerships with local businesses.

During Project construction, the Project Sponsor would create a Business and Community Support Program to assist local businesses affected by Project construction activities. In addition, no displacement of existing residences or housing would occur in connection with the construction and operation of the Project, which would operate primarily over the public ROW and publicly owned property to minimize aerial rights requirements over private properties, taking into account existing and future adjacent land uses.

Refer to Attachment E, Project Commitments, to the Metro Board Report for discussion of the Project Commitments, addressing stakeholder groups, support for local businesses and nonprofits, pedestrian access enhancements, park amenities, fares, design and art, an interpretation plan, a parking management plan, privacy glass, and construction.

The Project would provide active pedestrian access enhancements and multi-modal options at mobility hubs along the Project alignment.

As discussed in Section 2.0, Project Description, of the Draft EIR, the Project would provide active transportation connectivity along the Project alignment through pedestrian access enhancements and first/last mile multi-modal options at the mobility hubs proposed for the Chinatown/State Park Station and the Dodger Stadium Station. The overall purpose of the Project is to provide a direct transit connection between LAUS and the Dodger Stadium property via an aerial gondola system and improve connectivity for the surrounding communities by linking to the Los Angeles State Historic Park, Elysian Park, and the neighborhoods along the proposed alignment and the region's rapidly growing regional transit system at LAUS, as well as the businesses at El Pueblo and downtown Chinatown. The Project would also provide new connections to and between currently underserved neighborhoods and uses along the proposed alignment, including El Pueblo, Chinatown, Mission Junction, the Los Angeles State Historic Park, Elysian Park, and Solano Canyon.

To facilitate this transportation connectivity, the Project would include pedestrian access enhancements including pedestrian improvements between Metro's L Line (Gold) Station and Chinatown/State Park Station consistent with the Connect US Action Plan, shade structures, and potential seating, as well as support for the future Los Angeles State Historic Park bike and pedestrian bridge, discussed in greater detail below. The Project would also include pedestrian enhancements and drought tolerant landscaping and open space enhancements, including at the Alameda Triangle, the Los Angeles State Historic Park, and along the pedestrian pathway connecting Dodger Stadium Station and Dodger Stadium, and improved access to Los Angeles State Historic Park and Elysian Park. Implementation of the Project's Alameda Tower would include reuse and integration of the existing pavers located at the Alameda Triangle, and both the Alameda Tower and Alpine Tower will provide additional hardscape and landscape updates around the tower bases.

The Project would facilitate access to parks, including the Los Angeles State Historic Park and Elysian Park.

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The Project would provide daily transit service to visitors of the Los Angeles State Historic Park and Elysian Park. The Los Angeles State Historic Park hosts various events throughout the year including craft markets, concerts, movie nights, and festivals. These events attract visitors from the surrounding local communities and throughout the region who can access the park from the Project. While not proposed as part of the Project, the Draft EIR includes an analysis of the State Park's proposed bike and pedestrian bridge as part of Design and Use Option E. The bridge would provide important connections for students at Cathedral High School, and between the park and the Chinatown, Savoy, and Solano Canyon neighborhoods to support convenient access for the community. The analysis serves to provide environmental clearance for the bike and pedestrian bridge as a benefit to the Los Angeles State Historic Park, as while the bike and pedestrian bridge was mentioned in the Los Angeles State Historic Park General Plan and studied in the State Park's Bridge Feasibility Study, the bike and pedestrian bridge was never environmentally cleared. Access to Elysian Park, the City's second largest park, comprising 575 acres, would be provided through a mobility hub at the Dodger Stadium Station, where passengers would be able to access a suite of first/last mile multi-modal options.

Consistent with Metro's public art policy, the Project would use local artists to reflect the unique neighborhood culture and history in site-specific artwork.

As discussed in Section 2.0, Project Description, of the Draft EIR, each station could provide an opportunity for site-specific artwork commissioned from artists from the surrounding community, that is reflective of the unique neighborhood culture. The Project has also committed to one "Art Cabin" that could feature artwork commissioned from local artists. Refer to page 106 of the Lighting Study attached to Appendix C, Visual Impact Assessment, of the Draft EIR, for a conceptual, illustrative rendering of the "Art Cabin." As discussed in Section 3.01, Aesthetics, of the Draft EIR, Metro's public art policy mandates that art be displayed throughout Metro's transportation network in order to activate and enliven public spaces that otherwise serve a functional purpose. While not subject to the requirements of the public art policy, the Project would expand the number of opportunities where local artists can display their work, consistent with the public art policy. The Project could also identify additional sites for commissioned murals or art installations along the Project alignment. The Project would create numerous opportunities to collaborate with and showcase local artists, including convening stakeholder groups to coordinate on issues including utilization of local artists and identification of sites along the Project alignment to showcase the work of local artists.

The design of Project components would be inspired by adjacent neighborhood culture and history, consistent with the goals of the City of Los Angeles' General Plan Framework Element.

Each component of the Project would be designed to complement and reflect the unique character of the surrounding area, and which would be discussed with identified stakeholder groups. As discussed in Section 2.0, Project Description, and Appendix C, Visual Impact Assessment, of the Draft EIR, the Project would not adhere to a fixed, Procrustean² design across the entire system,

² "Procrustean" design refers to design that is designed to produce conformity.

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but each individual component would be designed to weave seamlessly into the surrounding urban fabric and the characteristics of the surrounding neighborhoods, and the colors and material finishes of each station and junction would be chosen to be complementary to each of their respective sites. As stated in Section 2.0, Project Description, of the Draft EIR, the proposed architectural design employs a simple barrel vault form, which utilizes a hollow structural steel section structure and metal panel assembly to allow the introduction of custom perforation patterns that take cues from the immediate neighborhood culture, while also providing a visual lightness to the form. Likewise, the neutral light-tone grey of each tower would be intended to conform with the surrounding urban environment and will not provide a highly metallic or mirrored finish to minimize glare. Further, as discussed in Appendix C, Visual Impact Assessment, of the Draft EIR, the Project would be consistent with the goals of the City of Los Angeles' General Plan Framework Element regarding urban form and design and would support the Silver Lake – Echo Park – Elysian Valley Community Plan's aim to "provide color, lighting, and surface texture accents and complementary building materials to building walls and facades, consistent with architectural themes of the neighborhood." Moreover, the Project would support the goals and objectives of the City's General Plan Framework to "improve the quality of the public realm through Project design, which would promote accessibility via improved pedestrian pathways that would be complementary and appropriate to the character of the existing buildings in the surrounding area," and the Central City North Community Plan's objective to "enhance the appearance of commercial districts," by selecting color, lighting, surface texture accents, and building materials to complement the architectural themes of each individual neighborhood.

Attachment C

Notice of Determination

To:

Office of Planning and Research
 U.S. Mail: _____ Street Address: _____
 P.O. Box 3044 1400 Tenth St., Rm 113
 Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk
 County of: Los Angeles
 Address: 12400 Imperial Hwy
Norwalk, CA 90650

From:

Public Agency: Los Angeles County Metropolitan
 Address: One Gateway Plaza
Los Angeles, CA 90012
 Contact: Mr. Cory Zelmer
 Phone: 213-922-1079

Lead Agency (if different from above): _____

Address: _____

Contact: _____

Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2020100007

Project Title: Los Angeles Aerial Rapid Transit Project

Project Applicant: LA Aerial Rapid Transit Technologies LLC

Project Location (include county): City of Los Angeles, Los Angeles County

Project Description:

The Los Angeles Aerial Rapid Transit Project would connect Los Angeles Union Station (LAUS) to the Dodger Stadium property via an aerial gondola system in downtown Los Angeles. The proposed 1.2-mile route would travel generally along Alameda Street, Spring Street, and Bishops Road from LAUS to Dodger Stadium, with an intermediate station at the southernmost entrance of the Los Angeles State Historic Park. The proposed aerial gondola system would include aerial cables, passenger stations, a

This is to advise that the Los Angeles County Metropolitan Transportation Authority has approved the above
 Lead Agency or Responsible Agency)

described project on _____ and has made the following determinations regarding the above
 (date)
 described project.

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [was was not] adopted for this project.
5. A statement of Overriding Considerations [was was not] adopted for this project.
6. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

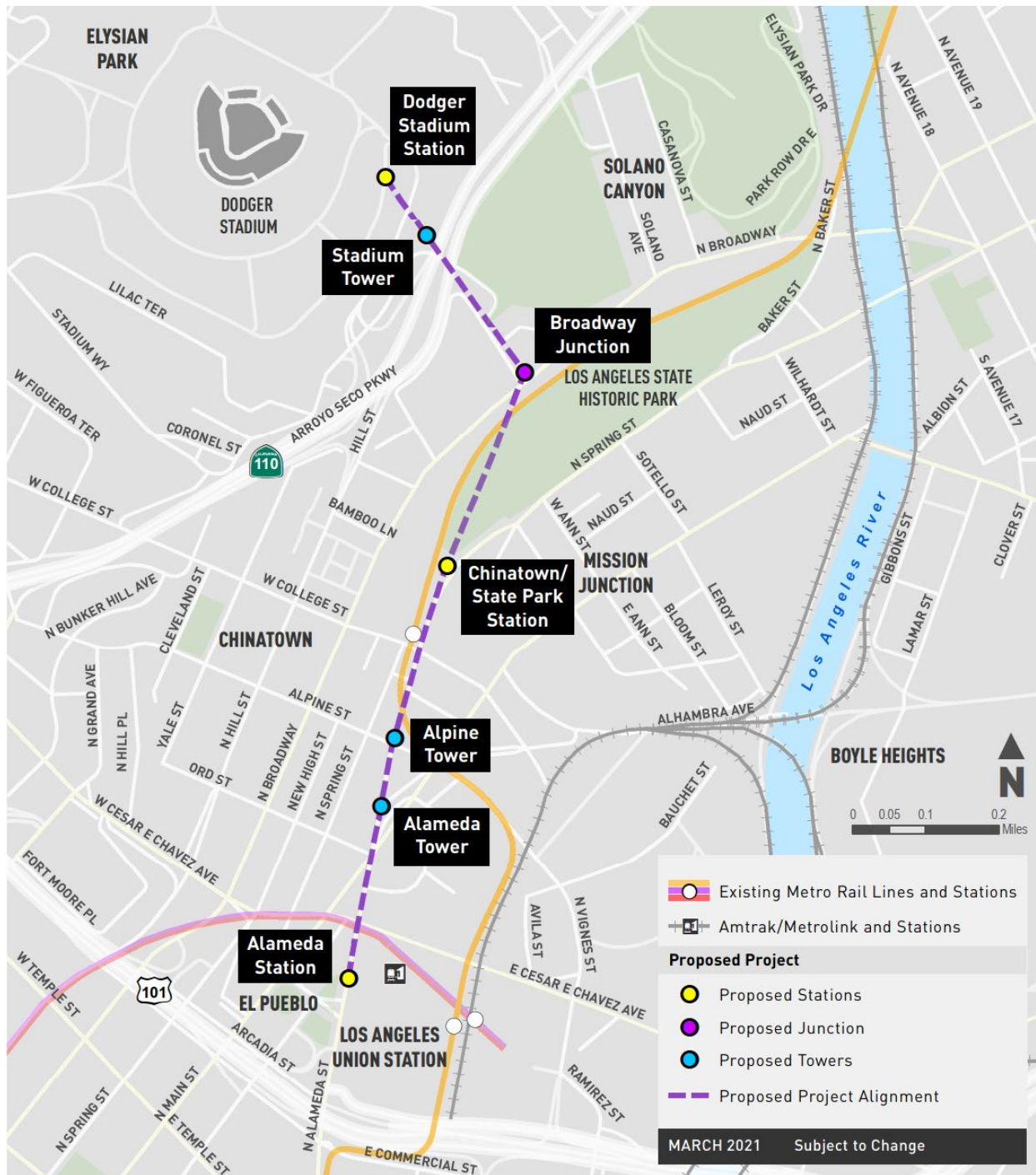
One Gateway Plaza, Los Angeles, CA 90012

Signature (Public Agency): _____ Title: _____

Date: _____ Date Received for filing at OPR: _____

Attachment D

**Map of Proposed
Project**



Attachment E Project Commitments

The Environmental Impact Report analyzed and addressed the potential environmental impacts of the Project, identifying project design features or recommending mitigation measures in order to avoid or substantially lessen the significant environmental impacts associated with the proposed Project. CEQA requires Metro, as the Lead Agency, to adopt a Mitigation Monitoring and Reporting Program (MMRP) where mitigation measures are a condition of their approval and development. Mitigation Measures have been identified and are additional actions designed to avoid, minimize, or compensate for significant environmental impacts and are required where significant impacts have been identified. Project Design Features (PDFs), while not necessary for the impact significance determination, are included in the Project's MMRP because they are inherent in the design of the Project. Best Management Practices, or other measures required by law and/or permit approvals, are also requirements of the proposed Project. Additionally, the Project has agreed to the following Project Commitments.

Stakeholder Groups. The Project Sponsor will convene stakeholder groups to ensure adequate vetting and consensus around community features of the Project.

Support for Local Businesses and Nonprofits. The Project Sponsor will promote local businesses and nonprofits, including by:

- Convening stakeholder groups to coordinate on partnerships with local businesses;
- Convening stakeholder groups to coordinate on partnerships with local nonprofits; and
- Developing marketing plan on how best to market the 'gondola' to the benefit of the region; this may include additional monies for specific marketing of identified areas along the Project alignment, in addition to grant-based assistance for anti-displacement strategies.

Pedestrian Access Enhancements. The Project would provide active transportation connectivity along the proposed Project alignment through pedestrian access enhancements and first/last mile multi-modal options at the mobility hubs proposed for the Chinatown/State Park Station and the Dodger Stadium Station.

Improvements between Metro L Line Station and Chinatown/State Park Station. To facilitate this transportation connectivity, the Project would include pedestrian access enhancements including pedestrian improvements between Metro's L Line (Gold) Station and Chinatown/State Park Station consistent with the Connect US Action Plan, shade structures, and potential seating.

Drought Tolerant Landscaping and Open Space Enhancements. The Project would include pedestrian enhancements and drought tolerant landscaping and open space enhancements, including at the Alameda Triangle, the Los Angeles State Historic Park, and along the pedestrian pathway connecting Dodger Stadium Station and Dodger Stadium, and improved access to Los Angeles State Historic Park and Elysian Park.

Alameda and Alpine Tower Bases. Implementation of the Project's Alameda Tower would include reuse and integration of the existing pavers located at the Alameda Triangle, and both the Alameda Tower and Alpine Tower will provide additional hardscape and landscape updates around the tower bases.

Mobility Hubs. The Project would include mobility hubs at Chinatown/State Park Station and Dodger Stadium Station where passengers would be able to access a suite of first/last mile multi-modal options, such as a bike share program.

Integration of Historic Pavers. The Chinatown/State Park Station would include the installation of landscaping and hardscaping, including integration of, rather than removing, the existing historic granite pavers into the design.

Wayfinding Signage. The Project would include multilingual signage to support wayfinding for transit passengers, including information about transit connections and other important information to facilitate transit usage, as well as directional and pedestrian signage adjacent to and throughout the Project as necessary to facilitate access and safety. This wayfinding signage would help to promote connectivity between destinations including El Pueblo, Chinatown, Los Angeles State Historic Park, Elysian Park, and Dodger Stadium.

Park Amenities. Chinatown/State Park Station would also include Park amenities, including approximately 740 square feet of concessions, 770 square feet of restrooms, and a 220 square foot covered breezeway connecting the concessions and restrooms.

Fares

Community Access Plan. The Project would allow all residents, employees, and businesses located close to the proposed Project to ride the gondola using their Metro fare at no additional cost under the proposed Community Access Plan. Moreover, under the Community Access Plan, transfers to and from the Metro regional transit system and the proposed Project would be free. The Community Access Plan would honor Metro's numerous discount fare programs for a variety of needs (i.e., senior fares, student fares, etc.). Residents and employees of businesses located within the communities adjacent to the proposed Project alignment would only pay the rate they pay to ride the Metro system to the proposed Project.

Dodger Game Fares. The Project would be free to ride for anyone with a ticket to a Dodger game.

Design and Art

Design Inspired by Adjacent Neighborhood Culture and History. The Project design will be inspired by adjacent neighborhood culture and history. Each Project component will be designed to complement and reflect the unique character of the surrounding area, which would be discussed with identified stakeholder groups.

Artwork. The Project would create numerous opportunities to collaborate with and showcase local artists, including convening stakeholder groups to coordinate on issues including utilization

of local artists and identification of sites along the Project alignment to showcase the work of local artists.

Art Cabin. The Project will include one art cabin to feature artwork commissioned from local artists.

Interpretation Plan. The Project Sponsor will convene stakeholder groups to identify unique ways to use the proposed Project to provide additional interpretation of the adjacent neighborhood culture and history, particularly aimed at a diverse visitor community. The goal of this interpretation plan is to develop a program that would provide all riders with an engaging and informative experience that would enhance their understanding and appreciation of the culture and history of the adjacent neighborhoods, including El Pueblo, Chinatown, Mission Junction, the Los Angeles State Historic Park, the Dodger Stadium property and its history as it relates to Chavez Ravine, and Elysian Park.

Parking Management Plan. The Project Sponsor will prepare, in collaboration with the City, and with robust feedback from community stakeholders, a parking management plan. The Project could implement business to business partnerships with local businesses to pre-sell bundled packages that include patronage at the local business, as well as off-street parking, and a ticket to ride the Project.

Privacy Glass. Cabin windows can be equipped with privacy glass that can become opaque while adjacent to sensitive views, and the Project would work with stakeholders adjacent to the proposed Project alignment to identify locations where the use of privacy glass would be warranted. Considerations as to the locations along the proposed Project alignment where the privacy glass could be activated include the subject adjacent sensitive views and the vertical and horizontal distance between the Project cabins and the adjacent sensitive views.

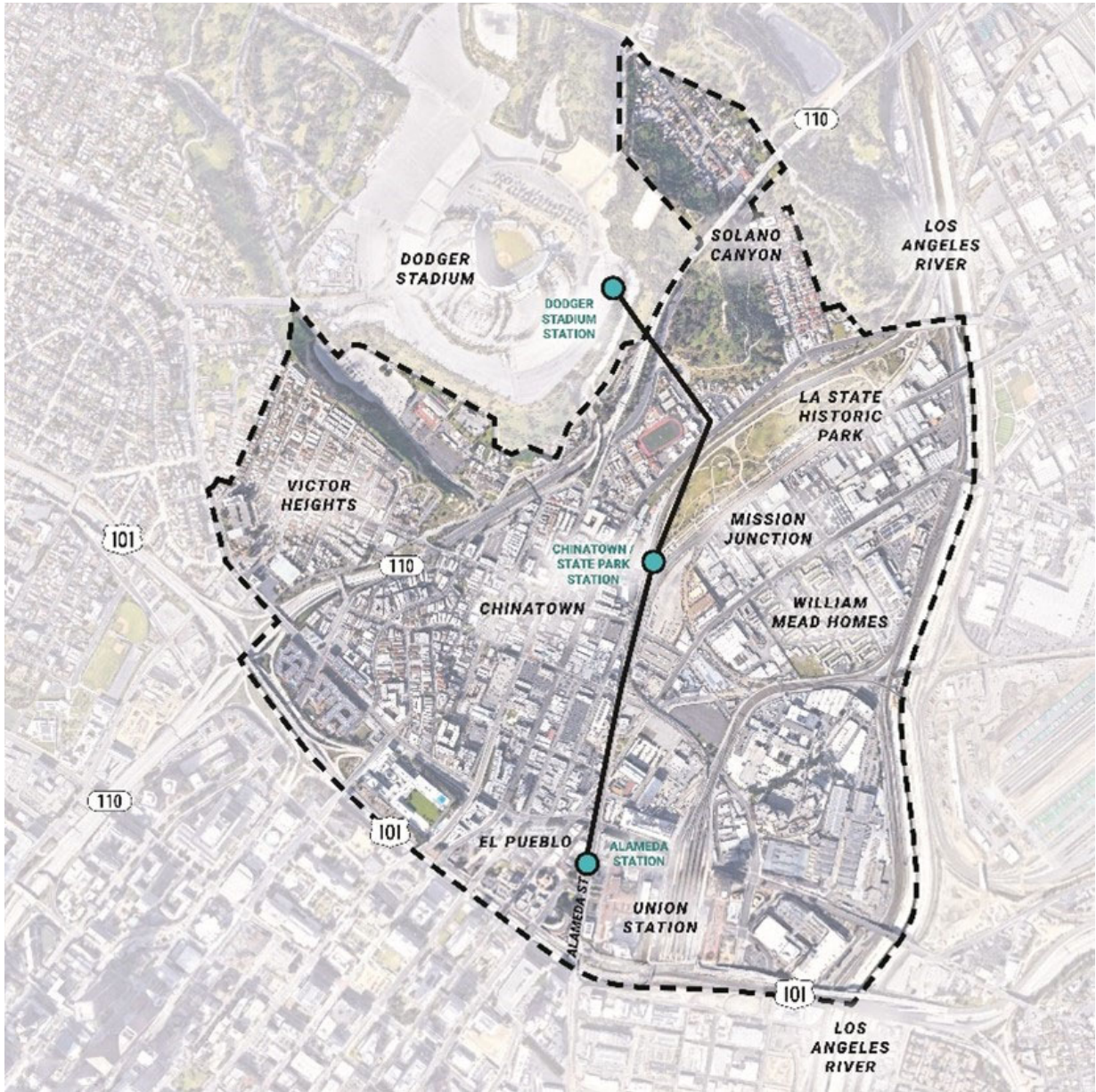
Construction

MBE/WBE/DBE/SBE/DVBE/LGBTQ-owned Businesses. The Project Sponsor has committed to a goal of utilizing at least 35 percent MBE/WBE/DBE/SBE/DVBE/LGBTQ-owned businesses during the Project's construction phase.

Business and Community Support Program During Construction. During construction of the proposed Project, the Project Sponsor would create a Business and Community Support Program to assist local businesses financially affected by construction activities. The Business and Community Support Program would provide assistance to local businesses, including advertising support in a local or regional newspaper and on social media, and funding for temporary signage and advertising during construction to help businesses where access has been affected due to construction activity. The Program would also provide notice of the schedule for planned construction activities, lane closure schedules and information, and any required short-term modifications to property access, as well as access plans that ensure that all businesses are provided with adequate access during construction. The proposed Project would also implement its Construction Traffic Management Plan that would include detours and ensure that emergency access is maintained throughout all construction activities. Materials shall be provided in English, Spanish, Chinese (Traditional), and Chinese (Simplified). This Program would also

provide notice to property owners regarding utility relocations pursuant to the proposed Project's Utility Relocation Plan in coordination with the Los Angeles Department of Water and Power and with the utility companies to minimize impacts to services during construction. In addition, this Program would provide methods by which residents and business owners can convey their concerns about construction activities and the effectiveness of measures during the construction period so activities can be modified to reduce adverse effects.

Attachment F Community Access Plan



The background features a large, stylized letter 'M' composed of several white, rectangular blocks with a grid-like pattern on their top surfaces. The 'M' is set against a dark green circular backdrop. This green circle is partially overlaid by a large, curved orange shape that sweeps across the middle of the page. The bottom portion of the page is a solid dark grey or black.

Los Angeles Aerial Rapid Transit Environmental Impact Report



Metro

Project Background

- April 2018 - Aerial Rapid Transit Technologies submitted an Unsolicited Proposal to fund, construct, operate, and maintain a **zero-emission** gondola connecting Union Station to Dodger Stadium
- April 2019 – Memorandum of Agreement between ARTT and Metro which includes Metro as CEQA lead agency, Metro to be reimbursed for all staff and consultant time, and agreement that no Metro funds would be used for the Project
- October 2020 –Notice of Preparation released
- October 2022 - Draft EIR released
- September 2023 – Metro concurred on ARTT’s assignment to Zero Emissions Transit (ZET), a non-profit and supporting organization to Climate Resolve
- December 2023 – Final EIR released

Metro as CEQA Lead Agency

- Metro is the agency required by the Public Utilities Code to review for approval all plans proposed for public mass transit projects, including fixed guideway projects, in Los Angeles County.
- Approval of such projects allows Metro to perform its statutory duty to coordinate the efficient operation of public transportation services within the County.
- Metro's approval at this point does not constitute final approval of the project nor does it supersede or eliminate the need for subsequent approvals required by the City of Los Angeles, State Parks Commission, Caltrans, or Metro to construct and operate the proposed Project.

Project Overview and Objectives

- Improve mobility and accessibility for the region by providing a daily, high-capacity aerial rapid transit service connecting the regional transit system at LAUS, Dodger Stadium, the Los Angeles State Historic Park, Elysian Park, and surrounding communities via three new transit stations.
- Alleviate existing congestion and associated air pollution while providing safe, **zero-emission**, environmentally friendly, and high-capacity transit connectivity in the Project area that would reduce GHG emissions as a result of reduced vehicular congestion in and around Dodger Stadium and on neighborhood streets, arterial roadways, and freeways.
- Project objectives include:
 - Expand mobility options between LAUS and Dodger Stadium
 - Attract new transit riders to the Metro system
 - Enhance the safety of neighborhoods adjacent to Dodger Stadium
 - Reduce transportation-related pollution

Proposed Project

- Permanent **zero-emission, fully ADA accessible** transit connection from Union Station to Dodger Stadium and Elysian Park via a 1.2-mile “3S” aerial gondola system
- 7-minute travel time with a max speed of 13.4 mph; 53 cabins in service at maximum capacity
- Approximately 5,000 people per hour per direction (headways of 23 seconds and approximately 30-40 people per cabin), similar to other mass transit gondolas around the world.
- Design Option A – Adjusts location of Dodger Stadium Station so that the Project would not be over any single-family residential property



EIR comments

Key Comment Topics	Summary of Response in FEIR
Project as public transportation/ eligible for SB44	Project would be open to general public for service at regular, scheduled operating times and meets all requirements for environmental leadership transit projects under SB44
Ridership model	Model developed specifically for games/events at Dodger stadium; Metro retained a separate firm to do a peer review which concluded that the model was appropriate
Metro as the Lead Agency	PUC requires “all plans proposed for the design, construction, and implementation of public mass transit systems or projects” be submitted to Metro for approval.
Visual Impacts	Under CEQA, the aesthetic impacts of the Project are considered less than significant. There are no designated scenic vistas or resources and light/glare and shading impacts were less than significant under CEQA definitions. Existing and simulated views as well as shading diagrams are contained in Appendix C to the Draft EIR. The Project has committed to having components that will be inspired by adjacent neighborhood culture and history and to create opportunities to showcase local artists. The color schemes will be neutral and complementary with their surrounding area. Cabin windows can be equipped with privacy glass that can become opaque while adjacent to sensitive views, and the Project would work with stakeholders adjacent to the Project alignment to identify locations where the use of privacy glass would be warranted.
LA State Historic Park impacts	Project Station will have footprint of 2,195 square feet of the total 32-acre park with approximately 60,000 additional square feet of aerial clearance 26 – 53 feet above the ground; Project would need to obtain an amendment to the General Plan. Project will provide additional amenities to Park.

EIR comments

Key Comment Topics	Summary of Response in FEIR
Improper segmentation for future development of Dodger Stadium property	The Project does not include other development and no applicant has applied for other development unrelated to the existing stadium uses on the Dodger Stadium property
Range of Alternatives and Design Options	EIR included No Project alternative and enhanced Dodger Stadium Express. The enhanced Dodger Stadium Express would require an increase from 8 bus trips per hour to 77 bus trips in order to match gondola capacity.
Signage and Lighting	No digital signage on exterior of cabins; Project lighting is low-level for security and wayfinding
Parking	The parking study determined there would be an adequate supply of parking after accounting for the peak demand of the proposed Project. A parking management plan will be developed prior to commencing operations.
Homeless Housing/Community Development Impacts	The Project does not prevent community development projects along the proposed route. On the City right-of-way at Alameda and Main, the proposed Project would have a minimal impact on areas proposed for recreational spaces to support potential development. On the City-owned property at Alameda and Alpine, the proposed Project would utilize a small portion of the site constrained by Metro's elevated Light Rail Right of Way

Community Outreach

- Notice of Preparation (October 1 – November 16, 2020)
 - Virtual open house website*
 - Online virtual scoping meeting*
 - 305 comments received
 - 741 visitors to the open house and 75 attendees to the virtual scoping meeting
- Draft EIR public meetings (October 17, 2022 – January 17, 2023)
 - Eight public meetings (four virtual, four in-person)
 - Two Community Information Sessions before the release of the Draft EIR*
 - Two Draft EIR Informational Workshops*
 - One informational workshop required by CEQA/SB44
 - Four Draft EIR Public Hearings**
 - One Public Hearing required by CEQA/SB44
 - Estimated 715 attendees
 - 1,132 comments received
- Two pre-FEIR release meetings*
 - Two public meetings (one virtual and one in-person)
 - Approximately 200 attendees
- All meetings had simultaneous interpretation in Spanish, Cantonese, and Mandarin; final two meetings also had simultaneous interpretation in Taishanese
- Materials provided in English, Spanish, Chinese (Traditional), and Chinese (Simplified).



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*More than what is required by CEQA

**Two public hearings required by CEQA/SB44

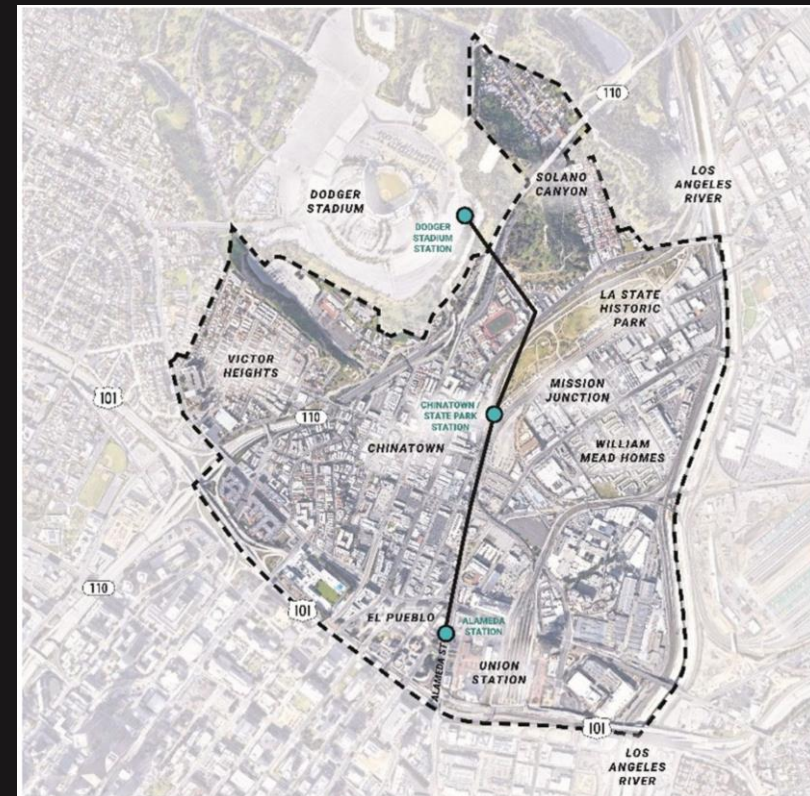
Project Costs/Funding

- Capital costs: \$385 - \$500 million
- Annual operations and maintenance: \$8 - \$10 million/year
- Funding sources: bond financing, farebox revenue and naming rights
- No Metro funding is being sought or committed to for construction, operations, or maintenance

Project Commitments

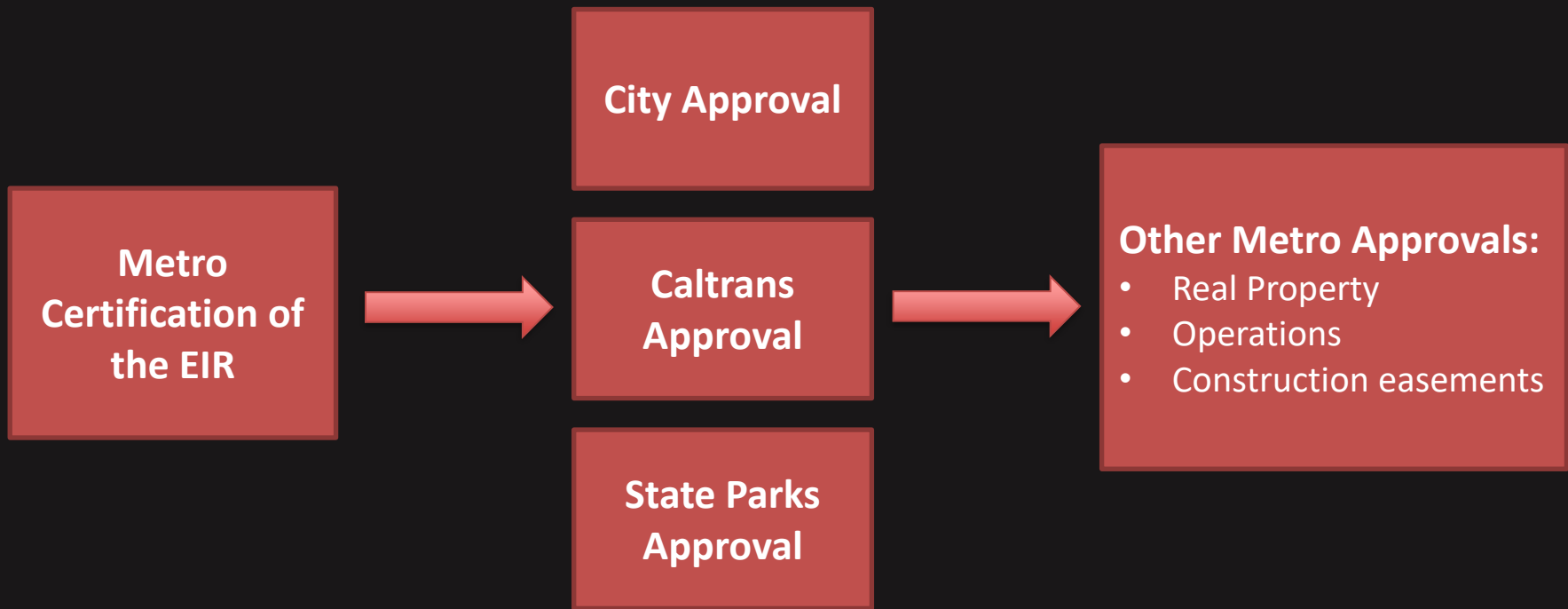
Project commitments in the EIR, above what is required as CEQA mitigations, include:

- Support for Local Businesses and Non-Profits
- Pedestrian Access Enhancements
- Mobility Hubs
- Park Amenities (concessions, restrooms and breezeway)
- Community Access Plan allowing residents, employees, and businesses in the area to utilize the system at no cost
- Free rides to Dodger games
- Design and art
- Commitment to goal of at least 35% MBE/WBE/DBE/SBE/DVBE/LGBTQ-owned businesses during construction



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Post-CEQA Discretionary Project Approvals



Recommendation

- A. APPROVING the Los Angeles Aerial Rapid Transit Project (“Project”) with Design Option A pursuant to Public Utilities Code (PUC) section 130252;
- B. CERTIFYING, in accordance with the California Environmental Quality Act (CEQA), the Final Environmental Impact Report (EIR), if the Board concludes that it satisfies the requirements of CEQA and reflects the Board’s independent judgment following CEQA Guidelines section 15090;
- C. ADOPTING, in accordance with CEQA, the:
 - 1. Findings of Fact and Statement of Overriding Considerations setting forth the reasons and benefits of adopting the Final EIR with full knowledge that significant impacts may remain (Attachment A); and
 - 2. Mitigation Monitoring and Reporting Program (Attachment B);
- D. AUTHORIZING the Chief Executive Officer to file a Notice of Determination (Attachment C) with the Los Angeles County Clerk and the State of California Clearinghouse.



Thank you



Metro®

**Board Report**

File #: 2024-0132, **File Type:** Motion / Motion Response**Agenda Number:** 12.1

**REGULAR BOARD MEETING
FEBRUARY 22, 2024****Motion by:****DIRECTORS SOLIS, BASS, DUPONT- WALKER, HORVATH, and SANDOVAL**

Motion Related to Item 12: Empowering Community Through an Inclusive Community Benefits Agreement

In April 2018, the Metropolitan Transportation Authority (Metro) received an Unsolicited Proposal from Aerial Rapid Transit Technologies LLC (ARTT), a private entity, to fund/finance, design, construct, operate, and maintain the Los Angeles Aerial Rapid Transit (LAART or Project), a gondola connecting Union Station and the Dodger Stadium. The following year, Metro and LAART executed a Memorandum of Agreement (MOA) for Metro to be the Lead Agency under the California Environmental Quality Act (CEQA) and for LAART to reimburse Metro for all related expenses (Attachment A). ARTT later transferred the Project to Zero Emissions Transit (ZET), a subsidiary of the climate advocacy non-profit Climate Resolve. As the authority over all public mass transit guideway systems in Los Angeles County, Metro is principally responsible for determining whether to approve the LAART project or not (Cal. Code Regs. tit. 14, § 15367; Cal. Pub. Util. Code § 130252).

Metro released the Final Environmental Impact Report (FEIR) for the Project in December. This came after the release of the Draft Environmental Impact Report (DEIR) for a 90-day public comment period from October 2022 to January 2023, and numerous virtual and in-person community meetings featuring multilingual translation and materials. Now, the Metro Board is being asked to consider approving the Project and certifying the FEIR. While the Project will still require approval and permits from the City of Los Angeles, California Department of Transportation (Caltrans), and California Department of Parks and Recreation (State Parks) and will return to the Metro Board to approve a lease of property at Union Station, this action, the first time the Metro Board has weighed in, represents a major step for the Project.

The proposed gondola, stretching roughly 1.2 miles between Union Station and Dodger Stadium and including an intermediate station near Metro's Chinatown A (Blue) Line Station, would include a maximum capacity of approximately 5,000 people per hour in each direction. In 2023, Dodger Stadium averaged 47,371 fans over the team's 81 home games.

In considering the Project, it is crucial for the Board to prioritize equity, historical context, community concerns, and informed transportation planning decisions.

Historical Context

The neighborhoods principally impacted by the Project - Chinatown and Elysian Park - have a rich culture and heritage. However, these communities have a complicated history of being undermined by infrastructure-related projects. Acknowledging this fact, Metro is currently showcasing an art exhibit at Union Station titled "Where You Stand: Chinatown 1880 to 1939" (Attachment B), which delves into the original Chinatown's demolition for the development of Union Station in the 1930s. The neighborhood, established in the 1800s, was home to Chinese immigrants, many of whom helped build the western portion of the first transcontinental railroad. Despite their contributions to Los Angeles, Chinese Americans faced legalized discrimination, including denial of basic rights like voting, and experiencing racially motivated violence, such as the Los Angeles Chinese Massacre of 1871. Nevertheless, the Chinese American community developed a bustling neighborhood featuring a Chinese opera theater, temples, and unique architecture. To ensure that these events are not forgotten, the City of Los Angeles and El Pueblo de Los Angeles Historical Monument announced in May 2023 a memorial selection to commemorate the massacre.

Then, in the mid-20th century, after rebuilding its community at its current location, the Chinatown community, again, was involuntarily sacrificed for transportation projects. This time, for the construction of our freeway system. The I-110 and US-101 freeways were built in a way that cut through and destroyed much of the community, resulting in the displacement of residents and businesses. For example, the construction of the Hollywood Freeway in the 1950s led to the demolition of homes and businesses in Chinatown. Additionally, the construction of the freeways caused an increase in noise and air pollution, further deteriorating the quality of life for the remaining community occupants. Furthermore, US 101 currently creates a physical and metaphorical barrier between Chinatown and Downtown's economic engine, making it difficult for Chinatown residents to access economic opportunities. Despite the challenges the Chinatown community faces, they have worked tirelessly to preserve their cultural identity and rich history. Today, Chinatown is a thriving center of culture.

The neighborhood of Elysian Park, also known as Chavez Ravine, has a dark history that includes the use of infrastructure against marginalized communities and unfulfilled promises. The community was comprised of three predominantly Mexican-American neighborhoods: Palo Verde, La Loma, and Bishop. Racially discriminatory practices, such as racial covenants and redlining, spurred the neighborhood's growth. As a result, numerous Latino families settled in Elysian Park, where they established their own schools, churches, and culture.

In the 1940s, City officials considered Chavez Ravine a "blight." The Housing Authority of the City of

Los Angeles voted to demolish the existing 1,800-family community and replace it with a massive public housing project using federal funds. However, many residents resisted, leading to a ten-year standoff. By 1959, Los Angeles County Sheriffs forcibly removed and arrested some of the final residents. Reports document numerous instances of systemic processes used against Spanish-speaking residents, who were forced to accept compensation well below the property's fair market value. Many other residents did not own property and, thus, were not compensated at all.

During the 1950s, the public's support for public housing projects declined among both elected officials and the public. At the same time, rumors circulated that the Brooklyn Dodgers were considering relocating to Los Angeles. In 1957, before all the remaining residents of Chavez Ravine had been relocated, the Los Angeles City Council made the decision to transfer ownership of the land to the Dodgers, abandoning the proposed public housing project. In a referendum held that same year, voters narrowly approved the land transfer. Notably, the Voting Rights Act, which protects the voting rights of marginalized communities, was not enacted until 1965, nearly a decade later.

Today, many former neighborhood residents continue to reside in Los Angeles and remain suspicious of public infrastructure investments. The stadium and its surrounding areas are still privately owned, but the memories of the event are still preserved at the current exhibit entitled El Chavez Ravine (Attachment C) by Vincent Valdez and Ry Cooder at the Los Angeles County Museum of Art (LACMA). The memories remain kept alive within the impacted communities.

Chinatown Today

Today, many Chinatown residents are facing displacement and gentrification, as the neighborhood faces a dire need for small business and micro-entrepreneur support. The rapid development of luxury market-rate units, coupled with expiring affordability covenants for many housing units, has put extreme economic pressure on the struggling community. The median income for a two-person household in the community is \$37,794, and almost 50% of low-income households do not have access to affordable rent-restricted housing. Additionally, 65% of households within a half-mile radius of Lot 45, a County-owned parking lot in the heart of Chinatown, fall below the low-income threshold, highlighting the critical need for affordable housing solutions in the area. Furthermore, the community's aging population, with 29% of households having senior residents, adds complexity to the socio-economic landscape, calling for initiatives to support these vulnerable groups.

During the unprecedented challenges posed by the COVID-19 pandemic, the County spearheaded the Care First Village project at 1060 North Vignes Street in Chinatown. Utilizing a 4-acre parcel of land owned by the County originally designated for a jail expansion project, the County built 232 housing units within six months. The development was made possible through Federal Cares Act funding in conjunction with LA County First District discretionary funds. The Care First Village has proven critical, assisting thousands of unhoused neighbors in the vicinity of Chinatown, restoring their dignity, and helping them regain their footing in society.

Lot 45, spanning a 1.7-acre area on Spring Street, is a proposed 300-unit mixed-use 100% affordable housing proposal located near the proposed gondola. Following robust community engagement and outreach, the County released a Request for Proposals (RFP), a call for bids from developers last month. At the community's request, the development will also include creative cultural community space and neighborhood-serving retail.

Addressing Community Concerns

Many Chinatown and Chavez Ravine community members have expressed concerns about the Project. They have voiced their apprehension, and addressing their concerns is important. The Metro Board has taken note of the community's feedback and has expressed a desire to address their concerns. In June 2021, the Metro Board unanimously approved a motion by Directors Solis, Kuehl, Mitchell, Butts, Sandoval, and Garcetti. The motion instructs Metro to analyze its duties and available authority to impose conditions when acting as a lead agency for non-Metro projects regarding environmental clearance. Additionally, the motion requires Metro to develop recommendations for community benefits to be included in the Project's scope. These recommendations include mitigating parking impacts, local job creation, workforce training, small business support and partnerships, affordable housing, and housing and business preservation (Attachment D).

In response to Director Solis's motion (Attachment E), Metro has identified several possible community benefits that can come from the Project. These benefits include mitigating the impact of parking, creating local jobs, offering workforce training, supporting small businesses, and providing affordable housing. Additionally, the report stated the Project sponsor's desire to provide accessible and affordable fares to residents and employees of the businesses in the community and possible pedestrian and active transportation improvements.

However, the Board has received more than 1,000 public comments from various stakeholders who have raised concerns about the proposed Project. Many of these concerns stem from the shameful history of Chinatown and Chavez Ravine, with worries that the Project may exacerbate the past harms. Stakeholders fear that the Project will lead to Chinatown gentrification, cultural loss, and pollution. Others believe that it will result in private development around Dodger Stadium, ending the hope of properly compensating members of the destroyed community or building the promised public housing.

Furthermore, some stakeholders have raised technical concerns related to CEQA. They are wondering if the proposed Project is the best transportation solution for Dodger Stadium event traffic. They question if other alternatives, such as the Sunset Bus Rapid Transit (BRT) or Sunset for All proposals, would more effectively reduce traffic. Some stakeholders are also worried about the financial sustainability of the Project and its ability to operate as a profitable venture. They cite the past failures of privately-operated mass transportation systems like Angels Flight or the streetcar

system.

This Motion

The Metro Board intends to ensure that all mass transit projects in the county promote equity, address historical wrongs, and alleviate community concerns. This proposal is no exception. This motion adopts safeguards and guarantees for the proposed Project to ensure the development includes adequate community benefits.

This motion approves the Project and permits ZET to begin its process with the City. However, to begin construction, ZET must meet the conditions of approval outlined in Directives A, B, and C. Directive A addresses a wide range of community concerns, including, but not limited to, issues of ZET's solvency, ensuring strong labor practices, restricting ZET from benefiting from public funding, instituting a business interruption fund, developing an impact mitigation plan that addresses privacy concerns, park, trash, noise, and other concerns, ensuring ZET provides security, compensates public safety departments for specialty equipment or training necessary for unique gondola safety needs, free and unlimited rides for Chinatown residents, bars the use of eminent domain, and others.

Directive B establishes a new Community Advisory Committee (CAC) composed of representatives of local elected offices, Metro, Caltrans, State Parks, and community members. The CAC will be tasked with negotiating a Community Benefits Agreement (CBA) with ZET that includes, but is not limited to, addressing the needs of the most vulnerable, affordable and senior housing, local small business support, expanding and making permanent the Dodger Stadium Express Program, creating an on-going Chinatown revitalization loan fund, and the creation of stationary and living memorial to the histories of Chinatown and Chavez Ravine, which may include a reparations program for those impacted by the above historical harms. The directive also calls for a CBA that meets the CAC's approval. Over the last two decades, the value of community benefits agreements has dramatically increased. The community benefits agreement for the Staples Center and LA Live Project in 2001, often cited as the first of its kind, was valued at \$150 million on a \$2.5 billion project. The soon-to-be-opened Intuit Dome, the new home of the Clippers basketball team, agreed to provide \$100 million worth of benefits to the local community on a \$1.2 billion project before COVID-era building cost escalations increased the cost.

Directive C requires ZET to conduct the additional studies requested by other jurisdictions during the permitting process for the Project.

Directives D, E, and F are directed towards Metro. These directives require Metro to study alternative transportation solutions to reduce traffic caused by Dodger Stadium events, including a Bus Rapid Transit (BRT) along Sunset Blvd. Metro's November 2020 BRT Vision & Principles Study (Attachment F) found Sunset Blvd. to be one of the top five corridors.

Directive F requires Metro to include a provision in the lease agreement with ZET for property rights at Union Station that automatically terminates the lease if the parking lots around Dodger Stadium are developed without robust, affordable housing. In essence, this ensures that any development on or near Dodgers Stadium parking lots includes robust, affordable housing.

SUBJECT: EMPOWERING COMMUNITY THROUGH AN INCLUSIVE COMMUNITY BENEFITS AGREEMENT MOTION

RECOMMENDATION

APPROVE Motion by Directors Solis, Bass, Dupont-Walker, Horvath, and Sandoval that the Board approve Item 12's staff recommendations (A) through (D) subject to the following conditions of approval, which shall be satisfied before Los Angeles Aerial Rapid Transit (LAART or Project) construction. The conditions of approval are as follows:

- A. Zero Emissions Transit or its affiliates (hereinafter, "ZET") satisfies the following conditions:
1. ZET fully and in perpetuity indemnify, release from liability, and hold harmless Metro and all other relevant public entities, including but not limited to the County of Los Angeles (County), City of Los Angeles (City), California Department of Transportation (Caltrans), and California Department of Parks and Recreation (State Parks), against any and all loss, cost, or damage of any kind arising out of, in full or in part, the negligence or willful misconduct of ZET in the design, planning, permitting, construction, operating, maintenance, dissolution, or other acts done in furtherance of the Project;
 2. ZET establishes a financial arrangement, such as an insurance policy or an escrow fund, ensuring that, in the event that ZET becomes unable to construct or operate the Project or is responsible under Directive A(1) above, there are sufficient funds available to dismantle or operate the Project, as deemed appropriate by the Board and make the indemnified parties whole;
 3. ZET commits to establishing a Project Labor Agreement (PLA), Labor Peace Agreement, a robust apprenticeship program and workforce pipeline program similar to Metro's Room to Work program, local small business procurement, and local and targeted hiring commitments commensurate with or greater than those of Metro projects;
 4. The Project will not benefit from or compete against Metro, the County, City, or any other local jurisdiction within the County for state, federal, or other public funds to design, build, or operate the Project or otherwise fulfill Community Benefits Agreement requirements without the written consent of the competing jurisdiction, the Project will not seek or benefit from direct appropriations, and the Project will not seek or benefit from a bond issuance from Metro, the

County, City, or any other local jurisdiction within the County;

5. ZET adopts and adheres to an advertising display content policy that is consistent with Metro, City, County, Caltrans, and State Park's respective advertisement policy, including any future updates to such policies, and will abide by the pertinent local jurisdiction's digital display and lighting policies for outdoor advertising signs;
6. ZET implements a business interruption fund similar to the ones Metro has implemented (see the East San Fernando Valley Light Rail Project) to compensate local small businesses and community-based organizations impacted by the Project's construction;
7. ZET, in perpetuity, sets aside ten percent (10%) of all LAART marketing opportunities for local Chinatown businesses and community-based organizations and Metro public service announcements and for such marketing opportunities to be offered at cost;
8. ZET, in coordination with and approval from LA Department of Transportation (LADOT), City of Los Angeles Department of Public Works (LADWP), City of Los Angeles Dept of City Planning (DCP), and other relevant jurisdictions, develops and implements a community impact mitigation plan that addresses but is not limited to the following impacts: residential and other privacy concerns, visual and other impacts to parks and greenspaces, visual impacts to Union Station's historic architectural elements, parking, traffic, pedestrian and active transportation safety concerns (including school access improvements), trash, noise and other forms of pollution, and other Project externalities;
9. Post construction, ZET commits to providing sufficient safety and security personnel and resources for the Project and within 1,000 feet of the Project;
10. ZET reimburses any public safety department for specialty equipment or training that is not needed but for such department's need to address the unique safety response needs and hazards presented by an aerial gondola;
11. ZET offers free and unlimited rides for local Chinatown residents and businesses in perpetuity, at all times of operation, which at minimum, includes those residents and businesses within the area bound by the I-110, US-101, and Los Angeles River;
12. ZET develops a ticketing program that is seamlessly integrated with Metro's TAP and payment program;
13. ZET installs, at Metro's request, bike and micro-mobility hubs at each of the Project's stations that offer zero-emissions electrified docks that service personal devices, private micro-mobility

share programs, and Metro Bike Share or any future Metro micro-mobility program similar thereto;

14. ZET only uses renewable energy sources and the purchase of carbon offsets in Los Angeles County, to the extent possible, that ensure the construction and maintenance of the Project are at least carbon-neutral and verified by a qualified third party;
15. ZET implements a tree replacement plan that, at the minimum, replaces trees at a 4:1 replacement ratio and includes a 5-year establishment period;
16. ZET continues monitoring for any future biological impacts from the Project and implements corrective programs, as needed and in accordance with the opinion of an independent expert;
17. The Project does not benefit from the use of eminent domain, and, in the case of ZET acquiring any form of property rights from a public jurisdiction, ZET shall offer compensation to said jurisdiction for at least the fair market value of such property, including air and real property rights, as determined, if needed, by one or more independent third-party evaluators;
18. If the Project is non-operational or experiences issues during the 2028 Games, ZET will compensate Metro for any and all transportation costs that the Agency would not have incurred but for LAART's non-operation or issues; and
19. ZET reimburses Metro for any and all costs incurred by the Agency in support of ZET's efforts to fulfill the conditions of approval outlined in this Motion.

B. ZET develops and commits to a Community Benefits Agreement (CBA) approved by a two-thirds (2/3rds) vote of a Metro-facilitated Community Advisory Committee (CAC) consisting of (i) a representative of each of the City Council and County Supervisorial Districts representing the area bound by the I-10, US-101, and LA River and a representative from the Mayor of Los Angeles, (ii) two appointed stakeholder from each of the elected offices identified in (i) above, and (iii) a non-voting representative from Metro, Caltrans District 7, and Stake Parks. The CAC shall be dissolved within 12 months of its initial meeting but may be extended at the discretion of the Metro Chief Executive Officer (CEO). The CBA shall be proportionate with the Project's total and final cost and shall not include previous commitments. The CAC shall identify projects and programs in and for the community to be benefited by the CBA and develop an allocation process for the funds, including for allocations to be made after the CAC's dissolution. The CBA shall include, but is not limited to, the following:

1. Care-based solutions that: serve for the most vulnerable, uplift at-risk youth and adults, reduce recidivism, take a proactive care-first approach towards reducing crime, establish skill training

and workforce development pipelines to family-sustaining jobs, and build a healthy, vibrant, and affordable community;

2. An anti-displacement fund and implementation plan to support the retention and development of local affordable and senior housing, such as a community land trust, and other social impact projects to improve the quality of life for impacted residents, with a particular focus on historically marginalized and vulnerable populations and considering a reparations program;
 3. An anti-displacement fund and implementation plan to support local small and historically marginalized ethnic businesses, such as a commercial land trust, a business resources center, and projects and programs that address the digital divide;
 4. An ongoing Chinatown revitalization revolving loan fund to offer low and no-interest loans and forgivable loans to local small businesses, entrepreneurs, and street vendors;
 5. A funding and implementation plan to expand and make permanent the Dodger Stadium Express and transition the program to Zero Emissions Vehicles (ZEVs) in advance of the Project and, if needed, during the operation of the Project in the case of the Project's temporary closure or heightened transportation demand for stadium events along the Project corridor. and the addition of multiple, region-wide, park-and-ride locations consistent with the model provided by the Park & Ride Hollywood Bowl shuttle program;
 6. A plan to develop street vending and micro-business opportunities near one or more Project terminuses and connect those enterprises with support resources discussed above;
 7. A funding and implementation plan, which includes community and stakeholder feedback, to create one or more living and stationary memorials to Old Chinatown, Chavez Ravine, and the indigenous peoples who previously occupied the surrounding land; and
- C. ZET conducts any additional studies requested by the City, Caltrans, Metro, and State Parks in review or furtherance of the Project;

WE FURTHER MOVE that the Board direct:

- D. Metro, in coordination with ZET, to provide quarterly updates to the Metro Board on the Project's progress and financing.
- E. Metro report back to the Board in 180 days with a preliminary mobility and cost analysis on alternative TSM/TDM mobility improvements, including a Bus Rapid Transit on Sunset Blvd. with a possible event day station near the stadium or system for pedestrian travel on Vin Scully Ave. from Sunset Blvd. to the stadium, Sunset for All, and other mobility projects that could alleviate

the traffic caused by major sporting and entertainment events held at Dodger Stadium.

- F. While no such development has been formally proposed, Metro includes an overriding clause in any future lease at or near Union Station with ZET for the benefit of the Project, whereas any possible future development at or near the parking lots surrounding Dodger Stadium that does not dedicate at least equivalent to twenty-five percent (25%) of all the developable space, which excludes outdoor open space, to affordable or supportive housing shall automatically and immediately terminate the lease.

ATTACHMENTS

Attachment A - LAART Project Update Board Report (File ID: 2019-0169)

Attachment B - Where You Stand - Chinatown 1880 to 1939

Attachment C - El Chavez Ravine

Attachment D - Motion by Solis, Kuehl, Mitchell, Butts, Sandoval, and Garcetti (File ID: 2021-0456)

Attachment E - Response to Director Solis's Motion

Attachment F - BRT Vision and Principles Study

**Board Report**

File #: 2019-0169, **File Type:** Informational Report**Agenda Number:** 34.

**EXECUTIVE MANAGEMENT COMMITTEE
APRIL 18, 2019****SUBJECT: LOS ANGELES AERIAL RAPID TRANSIT PROJECT UPDATE****ACTION: RECEIVE AND FILE****RECOMMENDATION**

RECEIVE AND FILE status report on the Los Angeles Aerial Rapid Transit Project.

ISSUE

After evaluating the Los Angeles Aerial Rapid Transit Project (Project) under the unsolicited proposal process, Metro is negotiating with Aerial Rapid Transit Technologies LLC (ARTT) to be the CEQA lead agency for ARTT's aerial tram project between Union Station and Dodger Stadium. The Project will be completely funded by ARTT, including Metro staff time.

BACKGROUND

ARTT, a private developer, submitted an Unsolicited Proposal to Metro in April 2018 to fund/finance, design, construct, operate, and maintain the Los Angeles Aerial Rapid Transit gondola connecting Union Station and the Dodger Stadium. After reviewing the Phase 1 submittal, Metro requested a Phase II of ARTT's Unsolicited Proposal for the Project. In December 2018, Metro formally concluded the Unsolicited Proposal process and began exclusive negotiations with ARTT.

DISCUSSION**Metro as CEQA Lead Agency**

ARTT has requested that Metro be the CEQA lead agency for the Project. California PUC 130252 states that "All plans proposed for the design, construction and implementation of public mass transit systems or projects, including exclusive public mass transit guideway systems or projects, and federal-aid and state highway projects, shall be submitted to the commission [Metro] for approval." Lead agency, as defined under CEQA, is the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment. Cities and counties are the CEQA lead agencies for private real estate developments, but this is the first time Metro is proposing to be a CEQA lead agency for a private transit developer. As lead agency,

the Metro Board would determine whether or not to approve the Project.

The Project will be funded completely by ARTT. No Metro funds will be used in the design, construction or operation of the Project and all of Metro's staff and consultant time will be paid by ARTT.

Memorandum of Agreement

Staff and ARTT have been in negotiations for a Memorandum of Agreement (MOA) to cover the CEQA process. The agreement is anticipated to include the following terms:

- ARTT will be responsible for development of the CEQA report and all underlying reports necessary to obtain approvals to proceed with the Project. Metro will act in an oversight manner and will be the CEQA lead agency.
- Metro will not fund, subsidize or otherwise financially contribute in any manner toward the development of the Project.
- ARTT will make an initial deposit of \$100,000 to pay for Metro staff and consulting time. When Metro has incurred approximately 75% of that amount, additional deposits will be made.
- Use of Metro's property will be in compliance with Metro property management procedures.
- Metro has the right to review and approve the community outreach plan.
- Insurance and indemnification provisions in adherence with Metro's risk management requirements including indemnification of Metro for any challenges to the environmental reports.
- ARTT will provide evidence of resources and financial capability to develop the Project prior to adoption of CEQA.
- Future agreements will be necessary and may include, but are not limited to: Union Station leasing, CEQA implementation oversight, fare integration, Union Station parking, Union Station security, data sharing, etc.

Although this is a privately-funded Project and does not utilize any Metro funds, ARTT has voluntarily agreed to:

- Conduct CEQA and community outreach consistent with Metro's Equity Platform.
- Endeavor to be consistent with Metro's overall agency Small Business Enterprise (SBE) utilization goal for the overall Project.
- Utilize a competitive procurement process of Metro's already established bench, to the extent the needed skillsets are available on Metro's bench.

Steering Committee and Working Groups

A Steering Committee and working groups have been established with representatives from both

Metro and ARTT to provide input and oversight throughout the project development process.

- Steering Committee - the decision-making body for ARTT and Metro issues.
- Legal working group - negotiate all agreements between ARTT and Metro, with input from other departments, as needed.
- LA Union Station (LAUS) working group - focus on the location of the ARTT project at or near LAUS, access to and from the Project and LAUS, and any aspects involving Metro property that may require leaseholds, pedestrian access or other easements, etc.
- CEQA working group - oversee the CEQA process, consultant retention, work flow, timing, internal reviews, circulation, and other aspects of the environmental review for the Project.
- Community Relations working group - approve communications regarding the Project, including outreach, community meetings, project communications, press releases, media requests, etc. In addition to ARTT and Metro staff, representatives from the Dodgers will participate in this working group.

All Metro staff time for the working groups will be paid for by ARTT. The working groups will meet as needed to address issues and execute project tasks.

EQUITY PLATFORM

Metro will be the CEQA oversight agency, and that role includes defining impacts on the surrounding communities and addressing mitigations for any adverse impacts. ARTT has voluntarily agreed to adopt Metro's Equity Platform and Metro staff will provide its oversight and review through the parameters of the Equity Platform.

DETERMINATION OF SAFETY IMPACT

Any potential adverse safety impacts to our employees, patrons or security will be addressed and mitigated through the CEQA process. The Project has the ability to improve air quality around the Union Station/Dodger area by eliminating car travel in those areas.

FINANCIAL IMPACT

There is no financial impact to Metro for the CEQA process as all costs will be paid for by ARTT. Any construction, operation, security, parking, etc. impacts to Metro will be addressed in future agreements between Metro and ARTT.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed Project aligns with Strategic Plan Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. The Project has the potential to provide an efficient

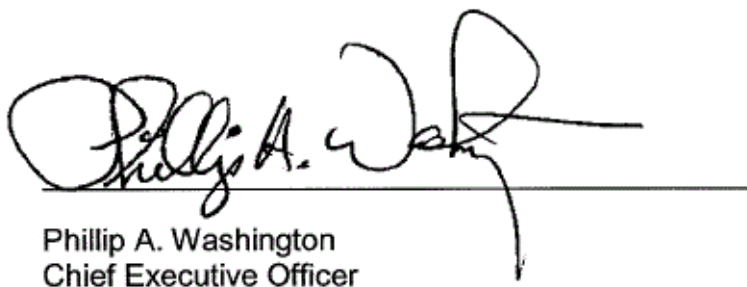
mobility alternative for people to travel to the Dodger Stadium car-free.

NEXT STEPS

Staff will continue negotiations with ARTT on the MOA. Upon execution of the MOA, the CEQA oversight process will begin. Staff will report back to the Board at key milestones for further discussion and to obtain Board input. Upon completion of the CEQA process, the Metro Board will determine whether or not to approve the project.

Prepared by: Stephania Calsing, Transportation Associate, Countywide Planning & Development, (213) 922-4459
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Reviewed by: Laurie Lombardi, Interim Chief Planning Officer, (213) 418-3251



Phillip A. Washington
Chief Executive Officer



Los Angeles Aerial Rapid Transit

Executive Management Committee

File# 2019-0169



Project Background

- In April 2018, Aerial Rapid Transit Technologies LLC (ARTT) submitted an Unsolicited Proposal to fund, construct, operate, and maintain the Los Angeles Aerial Transit gondola connecting Union Station to Dodger Stadium
- In December 2018, Metro formally concluded the Unsolicited Proposal process and began exclusive negotiations with ARTT for Metro to be the CEQA lead agency for the Project
- PUC confers to Metro the duty to approve all transit guideway project plans in LA County, including design, construction, and implementation plans
- These statutory responsibilities support Metro assuming the role of lead agency for CEQA purposes
- As lead agency, the Metro Board would determine whether or not to approve the Project



CEQA MOA

- ARTT will be responsible for development of the CEQA report
- Metro will not fund, subsidize or otherwise financially contribute in any manner
- ARTT will make deposits upfront to pay for Metro staff and consulting time
- Metro has the right to review and approve the community outreach plan
- Insurance and indemnification provisions in adherence with Metro's risk management
- ARTT will provide evidence of resources and financial capability to develop the Project prior to adoption of CEQA
- Future agreements will be necessary and may include, but are not limited to: Union Station leasing, CEQA implementation oversight, fare integration, Union Station parking, Union Station security, data sharing, etc.



Voluntary ARTT Commitments

- Conduct CEQA and community outreach consistent with Metro's Equity Platform
- Endeavor to be consistent with Metro's overall agency Small Business Enterprise (SBE) utilization goal for the overall Project
- Utilize Metro's already established bench, to the extent the needed skillsets are available on Metro's bench



Next Steps

- Finalize negotiations with ARTT on the CEQA MOA
- Staff will report back to the Board at key milestones for further discussion and to obtain Board input
- Upon completion of the CEQA process, the Metro Board will determine whether or not to approve the project



Thank you.



ON VIEW: Where You Stand: Chinatown 1880 to 1939 (你所處的位置: 唐人街 1880 年至 1939 年)

October 25, 2023 - October 25, 2024

FREE



Where You Stand: Chinatown 1880 to 1939 ***你所處的位置: 唐人街 1880 年至 1939 年***

Union Station stands at the site of Los Angeles' original Chinatown. This once vibrant community of families, businesses, and associations with roots going back to the middle of the 19th century was a place where residents persisted, grew rapidly, and thrived. *Where You Stand: Chinatown 1880 to 1939* invites participants into the center of the vibrant community through a multi-dimensional experience. Installed in the Union Station Waiting Room Gallery, view the exhibits' historic photographs, listen to oral history recordings, and use augmented reality to see artifact materials superimposed within locations around Union Station. Audiences can explore the site's historic layers, formerly a collection of alleyways, streets, and buildings, and home to thousands of Chinese residents in the late 19th to early 20th century Los Angeles.

This temporary exhibition is part of a wider collaboration among Metro Art, The Huntington-USC Institute on California and the West, the Chinese Historical Society of Southern California, USC Cinema, and the Huntington Library that will culminate in an augmented reality (AR) experience and associated project website made possible in part with the support of the National Endowment for the Humanities.

For related content please visit our partner websites.

The translations and additional elements of the exhibit are accessible using QR codes with your mobile device or by visiting whereyoustand.site



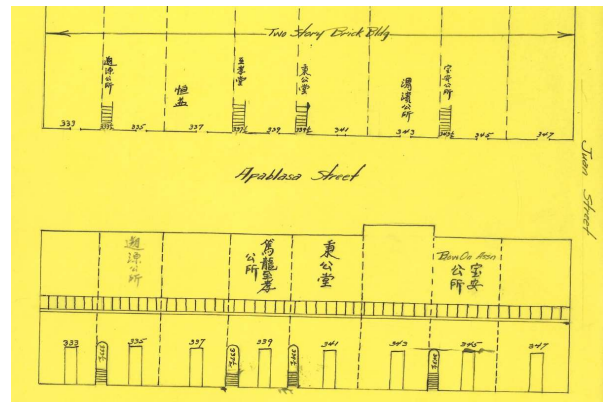
Fong See stands in front of F. Suie One at 510 N Los Angeles St. Courtesy Leong Collection, The Huntington, San Marino, CA.



Man Jen Low Cafe at 309 1_2 Marchessault Street. Courtesy of Lee Family_Chinese Historical Society of Southern California.



View of the present-day Union Station with image of the former Apablaza Street block overlaid via augmented reality. Image Courtesy USC Cinema.



Prominent immigration attorney, Y.C. Hong enlisted his assistant to create maps of sections of Chinatown before demolition. This map shows the Apablaza block which contained George Lem's business. Hong Family Papers, The Huntington, San Marino, CA.

DETAILS

Start:

October 25, 2023

End:

October 25

Cost:

Free

Event Category:

Exhibitions

Event Tags:

Chinatown, Where you Stand, The Huntington-USC Institute on California and the West, Chinese Historical Society of Southern California, USC Cinema, Huntington Library, Augmented Reality, AR, Union Station, Waiting Room Gallery, Exhibition

Website:

<https://art.metro.net/waiting-room-gallery/where-you-stand-chinatown-1880-1939/>

ORGANIZERS

Metro Art

Union Station

The Huntington-USC Institute for California and the West

Chinese Historical Society of Southern California

Huntington Library

[View larger map](#)



VENUE

Union Station

800 N. Alameda Street

Los Angeles, [CA](#) 90012 United States + [Google Map](#)

[View Venue Website](#)

Related Art Events



Geoff McFetridge: Drawing a Life

February 23 @ 7:30 pm - 9:30 pm



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VINCENT VALDEZ AND RY COODER: EL CHAVEZ RAVINE

Vincent Valdez and Ry Cooder: El Chavez Ravine features

▼ Read More

📅 Nov 12, 2023–
Aug 11, 2024

📍 BCAM, Level 1

🕒 Today's hours: 11
am–8 pm

[Get Tickets](#)

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Related Events

Tours	Member Exclusive	Tours
Gallery Tour— Vincent Valdez: El Chavez Ravine Sat Feb 17 1:30 pm	Member Monday Dining with the Sultan, Imagined Fronts, and... Mon Feb 19 6:30 pm BCAM LACMA	Gallery Tour— Vincent Valdez: El Chavez Ravine Sat Feb 24 1:30 pm

[See All Vincent Valdez And Ry Cooder Events](#)

Metro



Board Report

File #: 2021-0456, File Type: Motion / Motion Response

Agenda Number: 51.

**REGULAR BOARD MEETING
JUNE 24, 2021**

Motion by:

DIRECTORS SOLIS, KUEHL, MITCHELL, BUTTS, SANDOVAL, AND GARCETTI

LA Aerial Rapid Transit Project

The proposed LA Aerial Rapid Transit Project (LA ART) will connect Union Station and Dodger Stadium with the intent of taking car trips off nearby roadways during game days. However, there are important concerns that should be addressed prior to moving the project forward. The LA ART travels through several neighborhoods whose residents been deeply impacted by the COVID-19 pandemic. These are neighborhoods that were already experiencing displacement and economic instability even before the onset of the pandemic. Affordable housing, access to healthy foods, cultural preservation, workforce opportunities and economic development initiatives focused on small business growth are sorely needed in order to support the communities along the Project alignment. Any major infrastructure investments that Metro is involved in near these neighborhoods should consider what community benefits are being brought to the table as part of those investments. Additionally, much of the on-street parking near the Chinatown LA ART station is not metered, and the surrounding community may see spillover parking impacts caused by patrons traveling between the Chinatown LA ART station and Dodger Stadium. These unintended consequences should be addressed as part of the larger project.

SUBJECT: LA AERIAL RAPID TRANSIT PROJECT

RECOMMENDATION

APPROVE Motion by Directors Solis, Kuehl, Mitchell, Butts, Sandoval, and Garcetti that the Board of Directors direct the Chief Executive Officer to report back in July 2021 with an update via Board Box and again in August 2021 with a final report that includes the following:

- A. Analysis of Metro's duties and available authority to impose conditions when acting as the lead agency for non-Metro projects with regards to environmental clearance;
- B. Recommendations for community benefits developed in collaboration with the project owner to be included as part of the project scope. Recommendations should consider, but not be limited to:
 - Mitigations for potential parking impacts

- Local job creation
 - Workforce training
 - Small business support and partnerships
 - Affordable housing, and
 - Housing/business preservation.
- C. Any completed studies that can be made publicly available as part of the LA ART Project, including any preliminary traffic analyses and demand modeling that estimate how many car trips will be taken off the street as a result of the Project; and
- D. List of all public agencies that must provide approvals for the LA ART Project as well as a map detailing right-of-way needs and properties owned by public agencies.



Metro


Los Angeles County
Metropolitan Transportation Authority


One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
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SEPTEMBER 20, 2021

TO: BOARD OF DIRECTORS

THROUGH: STEPHANIE N. WIGGINS 
CHIEF EXECUTIVE OFFICER

FROM: JIM DE LA LOZA 
CHIEF PLANNING OFFICER

SUBJECT: LOS ANGELES AERIAL RAPID TRANSIT PROJECT

ISSUE

This a response to a June 2021 Board Motion 51 (Attachment A) to provide a report back on certain elements of the proposed Los Angeles Aerial Rapid Transit Project (“LA ART” or “Project”), for which Metro is serving as the CEQA Lead Agency.

BACKGROUND OR DISCUSSION

Aerial Rapid Transit Technologies, LLC (“ARTT”), a private company, submitted an Unsolicited Proposal to Metro’s Office of Extraordinary Innovation in April 2018 to finance, design, construct, operate, and maintain an aerial rapid transit gondola system. A Memorandum of Agreement (“MOA”) between ARTT and Metro was executed in April 2019. In accordance with the MOA, Metro will act as the CEQA Lead Agency for the Project’s environmental clearance, with staff time spent on the Project reimbursed by ARTT. The Project is currently underway with the Draft Environmental Impact Report (Draft EIR), planned to be released in early 2022. This is the first time Metro has served as the Lead Agency for a privately initiated and funded project.

Below are the responses to the specific items requested in the Board motion.

- A. Analysis of Metro’s duties and available authority to impose conditions when acting as the lead agency for non-Metro projects with regards to environmental clearance**

Metro is the Lead Agency for the proposed Project in accordance with Sections 15050 and 15367 of the CEQA Guidelines. While LA ART is the first private project in which Metro will act as Lead Agency, it is common practice for other agencies, such as the County and City of Los Angeles. Consistent with those agencies, Metro is requiring LA ART to reimburse Metro for all staff time associated with the environmental review and Metro approval of the Project.

Under CEQA Section 21082.1(c) and CEQA Guidelines Section 15084(e), the Lead Agency is responsible for the Draft EIR's adequacy and objectivity and must independently review and analyze the Draft EIR before releasing it to the public. After the public review process ends, the Lead Agency must consider and respond to the comments received and prepare the Final EIR. Before the Lead Agency approves a proposed project, it must certify that the EIR for the proposed project complies with CEQA; require adoption of mitigation measures that will become conditions; make certain findings regarding alternatives, mitigation measures, and significant unavoidable impacts; and adopt a monitoring or reporting program for the mitigation measures.

The CEQA process will inform decision makers and the public about the potential environmental impacts and proposed mitigations of the proposed project. Metro is committed to ensuring the process is thorough, comprehensive, and transparent so that an informed decision can be made.

B. Recommendations for community benefits developed in collaboration with the project be included as part of the project scope

The Motion noted that recommendations should consider, but not be limited to: mitigations for potential parking impacts; local job creation; workforce training; small business support and partnerships; affordable housing; and housing/business preservation.

In addition to considering the community benefits identified in the Motion, LA ART has committed to improved air quality, and accessible and affordable fares to residents and employees of businesses in the communities. LA ART is also looking at several pedestrian improvements along the route to enhance pedestrian safety and provide active transportation connectivity. Many of these concepts result from community engagement and comment process that has occurred in advance of the release of the Draft EIR.

The Draft EIR is still in preparation and, as such, it is anticipated that the environmental review process and planned stakeholder engagement will continue to help define potential community benefits with a more comprehensive list to be brought to the Board after further progress.

C. Any completed studies that can be made publicly available as part of the LA ART project, including any preliminary traffic analyses and demand modelling that estimate how many car trips will be taken off the street as a result of the project

Traffic analysis and ridership forecast technical studies are ongoing and are being prepared in accordance with CEQA and the City of Los Angeles' Transportation Assessment Guidelines (TAG). The scope of the transportation studies has been developed in coordination with Metro and the City of Los Angeles Department of Transportation. The studies will be made available to the public once the Draft EIR is completed and released for public comment. The ongoing transportation analyses will be summarized in two separate reports:

- The *Draft Environmental Impact Report Transportation Impact Section* (and associated appendices) will include the ridership forecasts and analysis of the Project's potential for transportation impacts under CEQA and the City of Los Angeles TAG. This will include an evaluation of the Project's consistency with Plans, Programs, Ordinances or Policies, an evaluation of the Project's effect on Vehicle Miles Travelled, the evaluation of the Project's potential for impacts related to Geometric Hazards, and an evaluation of the Project's potential for impacts related to emergency response.
- A separate *Project Access, Circulation and Construction Transportation Study* will be prepared in accordance with the non-CEQA analyses required in the City of Los Angeles TAG. This separate technical report will be prepared outside of the CEQA process to be consistent with State law (Senate Bill 743) and will include an evaluation of the Project's potential effects on intersection level of service.

Although studies are ongoing, based on the technology being employed, LA ART is expected to have the capacity to carry up to 5,000 passengers per hour, or nearly 10,000 riders in the two-hour period before and after a game or event at Dodger Stadium. Based on the average vehicle occupancy for games at Dodger Stadium, this is the equivalent of up to 3,000 vehicles removed from the roads around Dodger Stadium.

D. List of public agencies that must provide approvals for the LA ART project as well as a map detailing right-of-way needs and properties owned by public agencies

Other public agencies involved with the proposed Project and that have discretionary approval under CEQA include, but are not limited to, the

California Department of Parks and Recreation, California Department of Transportation, and City of Los Angeles.

The Project would be designed so that the ropeway (and cabins) are primarily aligned above the City of Los Angeles public right-of-way. Encroachment above private property will be limited. Potential air rights are also being analyzed and coordinated with Metro, the Cal/OSHA Amusement Ride and Tramway Unit, and Los Angeles Fire Department.

While detailed right of way maps have not yet been developed, the Community Meeting Slide Deck from the June 3 and June 5 meetings located on the Project website at www.laart.la shows the proposed alignment, and locations and footprints for stations, junctions and towers.

NEXT STEPS

The Draft EIR is expected to be released in early 2022. Staff will continue to oversee the CEQA process and will report back to the Board at key milestones, including the release of the Draft EIR.

ATTACHMENT

Attachment A – Board Motion 51



Board Report

File #: 2021-0456, File Type: Motion / Motion Response

Agenda Number: 51.

**REGULAR BOARD MEETING
JUNE 24, 2021**

Motion by:

DIRECTORS SOLIS, KUEHL, MITCHELL, BUTTS, SANDOVAL, AND GARCETTI

LA Aerial Rapid Transit Project

The proposed LA Aerial Rapid Transit Project (LA ART) will connect Union Station and Dodger Stadium with the intent of taking car trips off nearby roadways during game days. However, there are important concerns that should be addressed prior to moving the project forward. The LA ART travels through several neighborhoods whose residents been deeply impacted by the COVID-19 pandemic. These are neighborhoods that were already experiencing displacement and economic instability even before the onset of the pandemic. Affordable housing, access to healthy foods, cultural preservation, workforce opportunities and economic development initiatives focused on small business growth are sorely needed in order to support the communities along the Project alignment. Any major infrastructure investments that Metro is involved in near these neighborhoods should consider what community benefits are being brought to the table as part of those investments. Additionally, much of the on-street parking near the Chinatown LA ART station is not metered, and the surrounding community may see spillover parking impacts caused by patrons traveling between the Chinatown LA ART station and Dodger Stadium. These unintended consequences should be addressed as part of the larger project.

SUBJECT: LA AERIAL RAPID TRANSIT PROJECT

RECOMMENDATION

APPROVE Motion by Directors Solis, Kuehl, Mitchell, Butts, Sandoval, and Garcetti that the Board of Directors direct the Chief Executive Officer to report back in July 2021 with an update via Board Box and again in August 2021 with a final report that includes the following:

- A. Analysis of Metro's duties and available authority to impose conditions when acting as the lead agency for non-Metro projects with regards to environmental clearance;
- B. Recommendations for community benefits developed in collaboration with the project owner to be included as part of the project scope. Recommendations should consider, but not be limited to:
 - Mitigations for potential parking impacts

- Local job creation
 - Workforce training
 - Small business support and partnerships
 - Affordable housing, and
 - Housing/business preservation.
- C. Any completed studies that can be made publicly available as part of the LA ART Project, including any preliminary traffic analyses and demand modeling that estimate how many car trips will be taken off the street as a result of the Project; and
- D. List of all public agencies that must provide approvals for the LA ART Project as well as a map detailing right-of-way needs and properties owned by public agencies.

M

ATTACHMENT F

[Home](#) > [About Metro](#) > **Bus Rapid Transit**

Bus Rapid Transit

Metro has a plan to create more transit options to reduce the amount of time you spend in traffic. With dedicated bus lanes, traffic-signal priority and high-quality stations with all-door boarding, Bus Rapid Transit (BRT) provides fast, reliable and convenient bus service throughout LA County.

What is Metro's vision for BRT?

Bus Rapid Transit is a mobility option with many of the same benefits as light rail service, but at significantly less cost and with a faster build time. BRT offers reliable, frequent transit service in LA County with bus speed improvements over local bus service, operational enhancements and minimal infrastructure needs. Local examples of BRT service include the G Line (Orange), serving the San Fernando Valley, and the J Line (Silver), which serves El Monte, downtown LA and San Pedro.

Metro's vision for BRT in LA County is outlined in our [BRT Vision & Principles Study](#). The report includes [BRT Design Guidelines](#) with design details and features of Metro BRT projects.

Why is BRT an attractive option for select corridors?

There are several advantages to Bus Rapid Transit that make it an attractive option for fast, frequent bus service in select corridors across LA County. BRT standards and [design guidelines](#) can be flexible to meet the diverse needs of cities and transit operators in the region. BRT service can also leverage existing infrastructure by using streets and highways, and does not require a separate right-of-way. If conditions change over time along a BRT corridor, routing can be adjusted.

Additionally, BRT is a cost-effective transit option. Even at the highest levels of infrastructure investment, BRT costs much less than both light and heavy rail options. Based on completed and current Metro BRT projects in development, as well as a review of BRT lines around North America, the cost per mile for BRT implementation falls roughly within the following ranges.

LOW RANGE ESTIMATE	MEDIUM RANGE ESTIMATE	HIGH RANGE ESTIMATE
\$10-15 million/mile	\$25-30 million/mile	\$100+ million/mile
Approximately 20% of route has a dedicated running way, no or minimal right-of-way acquisition, no grade-separation	At least 50% of route has a dedicated running way; no or minimal right-of-way acquisition, no grade-separation	At least 80% of route has a dedicated running way; extensive right-of-way acquisition and/or grade-separation

With BRT, Metro is creating a transit option that is a faster and convenient way for riders to get around LA.

Additional Resources

- [BRT Vision & Principles Study](#)
- [BRT Design Guidelines](#)

Content

Contact Us

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Los Angeles, CA 90012-2952

Email: nohopasbrt@metro.net

Please be sure to include all of your contact information in the body of your e-mail.



323.466.3876

x2 *Español (Spanish)*

x3 *中文 (Chinese)*

x4 *한국어 (Korean)*

x5 *Tiếng Việt (Vietnamese)*

x6 *日本語 (Japanese)*

x7 *русский (Russian)*

x8 *Հայերէն (Armenian)*

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

Board Report

File #: 2024-0125, **File Type:** Minutes

Agenda Number: 2.

**REGULAR BOARD MEETING
FEBRUARY 22, 2024**

SUBJECT: MINUTES

RECOMMENDATION

APPROVE Minutes of the Regular Board Meeting held January 25, 2024.

January 2024 RBM Public Comments – Item 12

From: [REDACTED]
Sent: Saturday, January 20, 2024 10:33 AM
To: Board Clerk <BoardClerk@metro.net>
Subject: Please Support Safe, Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health of our communities and the safety of our streets, I urge the Board to provide sufficient support to the Metro Open Streets program.

A decade ago, the Metro Board of Directors launched its Open Streets Program with \$4 million in seed funding. Since then, events like cicLAVia have become among the most popular free gatherings in Los Angeles County. However, these wonderful community events only occur a few times a year, and the staff's current proposal would only fund 16 open street events over the next two years.

In 2024, we can do better. Cities across the world host open streets events weekly. These wonderful community events inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please invest in this important program and make open streets a regular part of life in Los Angeles County.

Thank you,

From: [REDACTED]

Sent: Monday, January 22, 2024 9:35 AM

To: Board Clerk <BoardClerk@metro.net>

Subject: Please Support Safe, Open Streets for LA County!

Dear Metro Board Members,

I live in Temple City. Our County needs more Open Streets programs, not less. When I started to try to bike more and drive less in LA, I was excited to be healthier and see my city, interact with more people. But LA is still a scary place to bike because it is so car-dominated, and so many drivers care only about themselves, placing pedestrians and cyclists at constant risk. The Open Streets programs have made a real shift in the social consciousness however -- when people feel safe to take their families out walking and biking, they realize how we deserve safe streets in LA - and act to change our roads and support active transportation.

As an LA County resident who cares deeply about the health of our communities and the safety of our streets, I urge the Board to provide sufficient support to the Metro Open Streets program.

A decade ago, the Metro Board of Directors launched its Open Streets Program with \$4 million in seed funding. Since then, events like cicLAvia have become among the most popular free gatherings in Los Angeles County. However, these wonderful community events only occur a few times a year, and the staff's current proposal would only fund 16 open street events over the next two years.

In 2024, we can do better. Cities across the world host open streets events weekly. These wonderful community events inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please invest in this important program and make open streets a regular part of life in Los Angeles County.

Thank you,

From: [REDACTED]

Sent: Sunday, January 21, 2024 9:55 PM

To: Board Clerk <BoardClerk@metro.net>

Subject: Please Support Safe, Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health of our communities and the safety of our streets, I urge the Board to provide sufficient support to the Metro Open Streets program.

A decade ago, the Metro Board of Directors launched its Open Streets Program with \$4 million in seed funding. Since then, events like cicLAVia have become among the most popular free gatherings in Los Angeles County. However, these wonderful community events only occur a few times a year, and the staff's current proposal would only fund 16 open street events over the next two years.

In 2024, we can do better. Cities across the world host open streets events weekly. These wonderful community events inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please invest in this important program and make open streets a regular part of life in Los Angeles County.

Thank you,

From: [REDACTED]

Sent: Tuesday, January 23, 2024 11:32 AM

To: Board Clerk <BoardClerk@metro.net>

Subject: 🗺️ 🚲 🚴 🚊 Please Support Monthly Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]

Sent: Tuesday, January 23, 2024 11:32 AM

To: Board Clerk <BoardClerk@metro.net>

Subject: 🗺️ 🚲 🚴 🚊 Please Support Monthly Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]

Sent: Tuesday, January 23, 2024 11:34 AM

To: Board Clerk <BoardClerk@metro.net>

Subject: 🗺️ 🚲 🚴 🚊 Please Support Monthly Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

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Thank you,

[REDACTED]


[REDACTED]

[REDACTED]

From: [REDACTED]

Sent: Tuesday, January 23, 2024 11:35 AM

To: Board Clerk <BoardClerk@metro.net>

Subject:     Please Support Monthly Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]

Sent: Tuesday, January 23, 2024 11:36 AM

To: Board Clerk <BoardClerk@metro.net>

Subject:     Please Support Monthly Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

From: [REDACTED]
Sent: Tuesday, January 23, 2024 11:39 AM
To: Board Clerk <BoardClerk@metro.net>
Subject: 🌤️ 🚲 🚴 🚊 Please Support Monthly Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,



Best

[REDACTED]

From: [REDACTED]

Sent: Tuesday, January 23, 2024 11:45 AM

To: Board Clerk <BoardClerk@metro.net>

Subject:     Please Support Monthly Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]

Sent: Tuesday, January 23, 2024 11:46 AM

To: Board Clerk <BoardClerk@metro.net>

Subject: 🗺️ 🚲 🚴 🚊 Please Support Monthly Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]

Sent: Saturday, January 20, 2024 10:58 PM

To: Board Clerk <BoardClerk@metro.net>

Cc: FourthDistrict@bos.lacounty.gov; HollyJMitchell@bos.lacounty.gov; KShamdasani@bos.lacounty.gov; Karen.Bass@lacity.org; LBrisco@bos.lacounty.gov; LKlipp@bos.lacounty.gov; Lobrien@bos.lacounty.gov; MayorButts@cityofinglewood.org; ThirdDistrict@bos.lacounty.gov; Wiggins, Stephanie <WIGGINSS@metro.net>; advocacy@activesgv.org; anajarian@glendaleca.gov; andrew.deblock@lacity.org; councilmember.krekorian@lacity.org; councilmember.yaroslavsky@lacity.org; doug.mensman@lacity.org; dperry@lacbos.org; dutra4whittier@gmail.com; firstdistrict@bos.lacounty.gov; gloria.roberts@dot.ca.gov; jarrett.thompson@lacity.org; jdupontw@aol.com; jorenstein@bos.lacounty.gov; kathryn@bos.lacounty.gov; kmacias@bos.lacounty.gov; kristen.pawling@lacity.org; lantzsh10@gmail.com; mbohlke@sbcglobal.net; mperez@gatewaycog.org; randall.winston@lacity.org; sahay.yedalian@lacity.org; Sandoval, Timothy <SandovalT@metro.net>; sdelong@cityofwhittier.org; tina.backstrom@lacity.org; vgomez@bos.lacounty.gov; ygharabedian@sgvcog.org

Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health of our communities and the safety of our streets, I urge the Board to provide sufficient support to the Metro Open Streets program.

A decade ago, the Metro Board of Directors launched its Open Streets Program with \$4 million in seed funding. Since then, events like cicLAvia have become among the most popular free gatherings in Los Angeles County. However, these wonderful community events only occur a few times a year, and the staff's current proposal would only fund 16 open street events over the next two years.

In 2024, we can do better. Cities across the world host open streets events weekly. These wonderful community events inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please invest in this important program and make open streets a regular part of life in Los Angeles County.

Thank you

From: [REDACTED]
Sent: Tuesday, January 23, 2024 10:32 AM
To: Board Clerk <BoardClerk@metro.net>
Subject: Please Support Safe, Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health of our communities and the safety of our streets, I urge the Board to increase its support for the Metro Open Streets program.

A decade ago, the Metro Board of Directors launched the Open Streets Program, helping make events like cicLAVia among the most popular free gatherings in Los Angeles County. However, these wonderful community events only occur a few times a year. We can do better in 2024. Cities across the world host ciclovias weekly.

Open Streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please invest in this important program and make these car-free events at least a monthly part of life in Los Angeles County.

Thank you,

[REDACTED]
[REDACTED]
[REDACTED]

From: [REDACTED]

Sent: Tuesday, January 23, 2024 10:37 AM

To: Board Clerk <BoardClerk@metro.net>

Subject: 🗺️ 🚲 🚗 Please Support Monthly Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this vital program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]

Sent: Tuesday, January 23, 2024 4:52 PM

To: FourthDistrict@bos.lacounty.gov; HollyJMitchell@bos.lacounty.gov; KShamdasani@bos.lacounty.gov; LBrisco@bos.lacounty.gov; LKlipp@bos.lacounty.gov; Lobrien@bos.lacounty.gov; MayorButts@cityofinglewood.org; ThirdDistrict@bos.lacounty.gov; Wiggins, Stephanie <WIGGINSS@metro.net>; advocacy@activesgv.org; anajarian@glendaleca.gov; andrew.deblock@lacity.org; Board Clerk <BoardClerk@metro.net>; councilmember.krekorian@lacity.org; councilmember.yaroslavsky@lacity.org; doug.mensman@lacity.org; dperry@lacbos.org; dutra4whittier@gmail.com; firstdistrict@bos.lacounty.gov; gloria.roberts@dot.ca.gov; jarrett.thompson@lacity.org; jdupontw@aol.com; jorenstein@bos.lacounty.gov; kathryn@bos.lacounty.gov; kmacias@bos.lacounty.gov; kristen.pawling@lacity.org; lantzsh10@gmail.com; mbohlke@sbcglobal.net; mperez@gatewaycog.org; sahad.yedalian@lacity.org; Sandoval, Timothy <SandovalT@metro.net>; tina.backstrom@lacity.org; vgomez@bos.lacounty.gov; ygharabedian@sgvcog.org

Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:00:00 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:44:11 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Tuesday, January 23, 2024 6:03:25 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclavias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you!!

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Tuesday, January 23, 2024 6:37:55 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

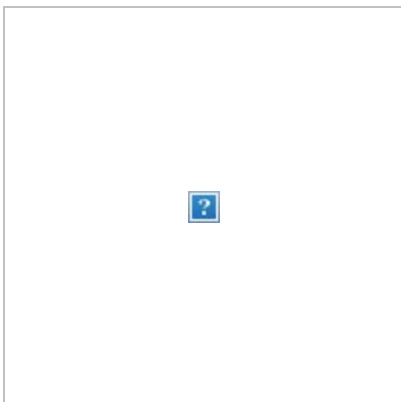
A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host Ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

--

[REDACTED]



[Salesforce Trailblazer Profile](#)

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:16:16 PM

Dear Metro Board Members,

As a Los Angeles resident who loves to enjoy our wonderful weather and city outdoors outside my home, without having to travel long distances to get to places deemed sufficiently safe for walking or cycling, I urge you to devote additional funding to Open Streets. These are great events that get more of us out of our cars in our own neighborhoods, and show more of us what opportunities there are to enjoy our city without having to get behind the wheel of a car (or be terrified of a driver's carelessness). Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 9:34:15 PM
Attachments: [2683 A Board of Directors - Regular Board Meeting 24-01-25 Agenda.pdf](#)
Importance: High

Dear Metro Board Members,

Re: Agenda Item 12: Please Support Safe, Open Streets for LA County!

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the **Metro Board of Directors** had the foresight to create an **Open Streets** program, supporting the rise of transformational, car-free events like [CicLAvia](#). These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

Since **CicLAvia** started in 2010, I have gone every year or so. Open Street events are a great way for the community to get outside and explore their community safely! I can speak with confidence and experience that Open Street Events such as ACTIVE SGV and CicLAvia are awesome events bringing people together. I have volunteered and worked for CicLAvia and I can speak with confidence that these events are great and people are joyous, myself included. So please, SUPPORT, Open Street events!

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Support Monthly Open Streets for LA County
Date: Tuesday, January 23, 2024 6:59:21 PM

Dear Metro Board Members,

As a born and raised LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors created Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Support Monthly Open Streets for LA County
Date: Tuesday, January 23, 2024 3:52:44 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets + our communities, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 3:20:26 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Concern resident

[REDACTED]

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 3:27:36 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 3:29:24 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. We really need this!

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 3:46:47 PM

Dear Metro Board Members,

As an LA City & County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 3:49:47 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 3:50:04 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 4:01:09 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 4:06:30 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 4:17:15 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 4:34:22 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 4:38:22 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 4:39:10 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 4:52:45 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 4:56:21 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 4:58:48 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:02:08 PM

Dear Metro Board Members,

As an LA County resident, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

Sent from my iPad

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:07:09 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:12:17 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:13:34 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:14:54 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:20:04 PM

Dear Metro Board Members,

As an LA County resident who works in the city of Los Angeles, I care deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals.

There's plenty of evidence that the way to get more people riding bicycles for recreation and commuting is to provide safe, protected bike routes and paths. If you host safe events we will come, if you build protected bike (and pedestrian) pathways we will use them. It's that simple.

Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:28:21 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:35:01 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my Galaxy Tab® A

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:40:31 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank [REDACTED]
Steven O.

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:40:37 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:46:49 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

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Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 5:50:31 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 6:08:28 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 6:09:18 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 6:15:49 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County, especially in areas that do not have bike access.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 6:43:08 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 6:44:23 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 7:09:43 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

Sent from my espresso machine

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 7:12:00 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 7:16:15 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 7:16:39 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 7:25:42 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 7:28:18 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 7:28:55 PM

Dear Metro Board Members,

Adding to the urging below, open street events like CicLAvia are an opportunity for all family members to join together. My kids are grown and it can be hard to get everyone together, but the open street events are one way it works for us. It also gets us to areas of LA we would not normally visit and then we can see the robust diversity of LA County. Please fund fully 24 open street events

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 7:51:33 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 7:54:56 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 8:05:01 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]
Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 8:07:55 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 8:09:30 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 8:12:09 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 8:12:49 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

Open street events brings people and communities together. I attended my first open streets event in Downtown LA in 2021 and since then i've been to 2-3 each year. If there would be monthly ciclovías I would go even more often. We should also look into closing more freeways for ciclovías such as the 626 arroyo fest last year. I also went to mexico city last year and was amazed by how much streets were closed on a weekly basis. We should aspire to be like mexico city.

Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 8:29:42 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 8:41:13 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 8:49:17 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 8:52:56 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

My family and I enjoy these events and always make sure to attend. It is a fun family event for all ages. Anytime we have attended these events they are well attended by families of different ethnicities and ages. What a wonderful way to bring all our residents together. Please support the monthly Open Streets events.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

Sent from my iPad

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 9:01:58 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 9:14:30 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 9:35:21 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviás weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 9:51:14 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 9:53:41 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 9:54:33 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 9:54:46 PM

Dear Metro Board Members,


As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

Sent from my iPhone

From: 
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 10:08:59 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 10:21:59 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 10:22:09 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 10:26:44 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 10:40:49 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you.

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 10:47:20 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 10:50:26 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:37:37 PM

Hey,

I'm an avid bicyclist, and I have ridden thousands of miles in LA County, most of which are on unprotected streets with no bike lanes.

Please continue to fund at least one Open Streets event a month for calendar years 2024-2025.

our virtually flat city could be incredible if it was more bikeable. closing down a street every once in a while is crucial to the vitality of the bicycling community, as well as just driving stressed population of Los Angeles. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. CITIES ACROSS THE GLOBE have PERMANENTLY CLOSED WALKING AND BIKING-ONLY CITY STREETS!! Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:54:13 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 3:19:32 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year. We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County. Thank you,

From: 
To: [Board Clerk](#)
Subject: %0%0%4%0%2%0 Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 4:47:15 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[Sent from Yahoo Mail on Android](#)

From: [REDACTED]
To: [Board Clerk](#)
Subject: Investing more in open streets program
Date: Wednesday, January 24, 2024 8:12:06 AM

Hello Metro,

My family participates and really enjoys open streets programs like Active SGV and Ciclavia. Please consider investing more in these kinds of wholesome, family friendly, outdoors type activities.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County! We need safe streets and an end to car-dependency.
Date: Wednesday, January 24, 2024 8:29:06 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Cc: advocacy@activesgv.org
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Wednesday, January 24, 2024 1:32:26 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Wednesday, January 24, 2024 3:29:27 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County. I've participated in an open streets events in the City of Alhambra.

Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Wednesday, January 24, 2024 6:17:24 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Wednesday, January 24, 2024 9:05:49 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host open street events weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals and helping LA County reduce its carbon emissions. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Wednesday, January 24, 2024 12:49:32 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 12:24:07 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 12:31:55 AM

Dear Members of Metro Board,

The thrill - absolute thrill and joy - of riding my bicycle ON the Pasadena Freeway was a highlight of my life! I was born in Pasadena and my mother told me stories of how she learned to drive highways on the Pasadena freeway, but she didnt really enjoy freeway driving. Maybe if she were able to ride a bike it would have changed her opinion of this legacy highway with its fishhook curves!

Please, as a local who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for 2024-2025. A decade ago, the Metro Board of Directors had the vision to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. For me, and tens of thousands, these inspiring days have become among the most popular free events in Los Angeles County. Yet they only occur a few times a year. We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Looking forward to another spin on the Pasadena Fwy on my bike!

Thank you, [REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 4:31:43 AM

Dear Metro Board Members, As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year. We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County. Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 4:58:33 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

P.S. We all love our county and we need to keep loving it with these events. Otherwise, we lose who we are and who we want to be.

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 5:34:45 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 6:05:29 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

Best,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 6:20:11 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

Get [Outlook for iOS](#)

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 7:10:51 AM

Dear Metro Board Members,

I love open streets events, and I've used them not only to encourage friends to ride bikes and embrace micromobility but also to introduce them to using the metro or bikeshare. I truly believe these events are instrumental in community building. I can think of few events that bring as many people together to celebrate their neighborhood.

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 7:15:02 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 7:31:54 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world, like Mexico City and Bogotá, host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 7:34:44 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 7:35:30 AM

Dear Metro Board Members,

Just this Monday I presented to my local public safety committee to ask for safer pedestrian infrastructure in my neighborhood. As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund, optimally, WEEKLY Open Streets event a month for calendar years 2024-2025.

We need more car-free areas for the health and safety of our community. We need to expose ourselves to what a less car-dependent future can feel like.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 7:38:53 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 7:53:48 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year. We can do better. Cities across the world host ciclovias weekly.

Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 7:54:41 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 8:02:01 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 8:05:39 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

[REDACTED] iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 8:20:41 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 8:22:29 AM

Dear Metro Board Members,

As an LA County (Claremont)resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. I've loved these as an excuse to explore all over the county.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 9:03:48 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 9:44:52 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 9:55:04 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviás weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 12:05:46 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,
John Perry

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 1:01:53 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Wednesday, January 24, 2024 2:17:16 PM

Dear Metro Board Members,

As an LA County resident and a frequent participant of car-free events such as CicLAvia and ArroyoFest, I urge you to continue supporting events like these on a more frequent basis by funding at least one Open Streets event a month for 2024-2025.

It has been incredibly powerful and inspiring to see Los Angeles County's normally car-clogged streets and freeways filled instead with cyclists, roller bladers, skateboarders, and pedestrians at these events.

If we want Los Angeles County to be at the forefront of climate change action by reducing emissions, we need to find ways to encourage people out of their cars and take up alternate forms of transportation. In order for more Angelenos to take Metro trains, subways, and buses, they will have to become more familiar with riding bikes (and other forms of transportation) to bridge the transportation gap. In order to do this, Angelenos have to have opportunities to become more comfortable. Open Streets events help Angelenos become more confident and more attuned to ways they can become less car dependent. It's good for the environment as well as the health and safety of Angelenos.

LA County can and should be the inspiration for the rest of the country. Let's make Open Streets events a regular event. I waited 20 years for another ArroyoFest, I hope I don't have to wait another 20 years for the next one. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Sincerely,

[REDACTED]



[REDACTED]



From: [REDACTED]
To: [Board Clerk](#)
Subject: SUBJECT: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Wednesday, January 24, 2024 10:58:49 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 10:20:12 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 10:24:49 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 10:50:31 AM

Dear Metro Board Members,

I strongly support more car-free street events! As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year. We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County. Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 11:28:58 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 11:35:06 AM

Dear Metro Board Members,

As a lifelong LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. This type of investment has significant benefits to health and happiness of residents and for our environment.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

These types of events create a strong sense of belonging and place - and we can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 11:45:32 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

I lived in Medellin, Colombia for 5 months and loved their weekly Sunday ciclovias.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 1:01:04 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 1:01:55 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 1:10:21 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year. We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 1:28:01 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 1:28:56 PM

Dearest Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better! Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you so much,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 1:47:27 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 2:22:08 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 2:23:01 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 2:30:22 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 10:15:01 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: 110 Freeway open streets
Date: Wednesday, January 24, 2024 4:34:22 PM

Hi Team,

Please support all the open street programs, especially the 110 Freeway run/walk—that was great, should be a regular thing.

Thanks

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Wednesday, January 24, 2024 3:36:47 PM

Dear Metro Board Members,

As an LA city resident, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

Two years ago, as I was beginning to commute around the city via bicycle, I went to my first CicLAvia event. It's no understatement to say that that event changed my life for the better, and inspired me to become more involved in advocating for safer streets. That ride from WeHo to Hollywood and Highland made me realize how good the city could be if there were less cars and safer options for pedestrians and cyclists. For a couple hours, the streets were full of life and joy, and Angelenos deserve to experience that, even if it's only once a month.

Since that ride, I've been fortunate to participate in other CicLAvia's, group rides, and Arroyo Fest. I'm always surprised how many people, especially families, show up for these events, but their popularity demonstrates how needed they are. It's sometimes difficult to imagine an LA with less SUV's and traffic, but open streets give residents a glimpse of a better, safer future.

Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Wednesday, January 24, 2024 3:20:02 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Wednesday, January 24, 2024 4:18:47 PM

Dear Metro Board Members,


As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: 
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 2:58:12 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Wednesday, January 24, 2024 4:40:35 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Monthly Open Streets Save Lives
Date: Wednesday, January 24, 2024 1:46:14 PM

Dear Metro Board Members,

In 2019, I was riding my bike home from work when a young driver turned left without looking and hit me. I broke my neck and am very lucky to have made a full recovery. This bike accident was very close to being fatal. This is why I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

These events open driver's eyes to the accessibility of booking and encourage safer driving and streets.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Burbank Resident: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:53:50 AM

Dear Metro Board Members,

I live in Burbank and want to see more open streets events!

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:44:38 PM

Dear Metro Board Members,

As a resident of neighboring San Bernardino County who cares deeply about the health and safety of our streets in SoCal, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

I have attended more than a dozen Ciclavia and Active SGV events since moving to California about 10 years ago. I frequently use Metro to get to these events so I don't need to drive all the way to the locations.

What I like about these events is that people can experience the areas without worry of car traffic. They can enjoy seeing the businesses that line the streets. They can see the architecture and culture of an area at a leisurely pace typically obscured by every other daily traffic hazards. Many times after an event I will return to an area to visit something I saw while walking/riding. I will return and spend money in a small business, a restaurant, or at a museum in the area. So by having open street events, these communities are getting enriched by additional business that likely would never have happened expect for the fact an open streets event was held there. Even if only a small fraction of participants did this, the economic impact would add up greatly.

Think of it as the potential to increase the return on your investment, not only on the physical health of the community (not to mention cleaner air), but also the financial health of the businesses in the area that are exposed to the thousands of participants.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Keep funding Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:48:41 PM

Metro Board Members:

I'm a Los Angeles County resident and I love Open Streets events like CicLAvia. I urge you to vote for continued funding of these amazing events.

Open Streets events inspire Angelenos to walk, bike, and ride public transportation. They help folks see all the benefits (like getting more exercise, reducing pollution, easing congestion) of reducing car traffic on our often-deadly streets.

I've seen so many communities come alive during these amazing events, and a county of our size can easily afford to fund at least one of these per month.

Keep Open Streets alive!

thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:01:36 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:01:59 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:04:47 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

When I look back to year 2023, some of my happiest memories were riding bikes on those CirLavia events. I got to know LA a lot better, I met people and had great conversations. Literately tens of thousands of people came out and had a great time. As a result, I ride my bikes much more often as I get more comfortable with bike riding and the street in general.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclavias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:17:39 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:05:25 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Cc: advocacy@activeSGV.org
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:24:28 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets AND as someone who has participated in attending the Ciclavia events with family and friends, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:40:27 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos like myself to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County. It is something I always look forward to, but don't enough of.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment - Agenda Item 12: Please Support Safe, Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:50:10 AM

Dear Metro Board Members,

I am a former City Manager for an amazing small city in LA County, and I wholeheartedly ask that your board approve the ongoing support for open streets programs throughout the County. The city I served did all they could to support, coordinate, partner and promote SGV open streets events because our residents loved participating in them and demanded local access to this type of event. We partnered with a neighboring city on a grant and coordinated a fun and meaningful event. We even opened with a community flash mob dance during the event kick-off where our mayor was the main attraction! We engaged our youth and seniors in the dance, and it was EPIC!!

Since then, I've participated in open streets events across the county and recently participated in the Active SGV 6 month e-bike rental program to see if my investment in an e-bike would be worth it. It was! I just purchased my new Edash bike and can't wait to enjoy more rides.

I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like CicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Sincerely,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:01:03 PM

Dear Metro Board Members,

Please fund at least one Open Streets (but preferably more!) event a month for 2024-2025.

Safe streets get us out and about and inspire us to walk, bike, and ride transit, (these are Metro's long-term goals, no?). Please fund this program to make open streets a monthly celebration!

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: URGENT Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:27:59 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:49:12 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

~~ autocorrect is turned off, so any typos are all mine ~~

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:48:37 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviás weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:51:26 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:53:10 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:55:09 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:55:31 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:55:36 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:58:56 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:59:47 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:03:18 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:08:04 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:12:39 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:13:12 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:16:10 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:16:25 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,
[REDACTED]

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:23:33 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. What a wonderful opportunity this would be to support our community's well-being!

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:28:05 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Cc: phoebekiekhofer@gmail.com
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:32:24 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:33:18 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:34:12 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]
San Gabriel

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:36:02 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County. Cyclists and other open streets event participants ride Metro. These events serve current Metro riders - and help introduce people to the transit network. CicLAvia participants are your constituents, Metro - please support us!

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:36:26 PM

Dear Metro Board Members,

As an LA County resident, born and raised, who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Additionally, these events are opportunities for Angelenos to come together as a community to experience alternative modes of transportation. This could be the start to a wider consciousness and need for less car-dependent infrastructure. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:40:11 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:45:15 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

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[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:48:03 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviás weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:48:46 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:49:31 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:51:25 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

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Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:52:48 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

These are also opportunities to address safer streets by engaging community and bringing people together on the streets across Los Angeles County! These are unique opportunities to connect.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:54:21 PM

Dear Metro Board Members,

As a resident of Pasadena who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:55:59 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

I attended ArroyoFest last year and was blown away by the turn out - there is clearly desire for our public spaces to be used without cars from time to time.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:56:07 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 12:56:12 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:01:26 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:04:52 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,
[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:06:57 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:09:15 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:09:35 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclavia-style events weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:13:08 PM

Dear Metro Board Members,

As a San Bernardino County resident who works in Los Angeles who cares deeply about the health and safety of our streets and critically the example LA County sets for the region, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. So much of what makes Los Angeles County such a dynamic and special place are initiatives like these that allow people to come together across the region. Importantly for neighbors of LA County it sets a standard for our communities and establishes a roadmap for all of our communities to benefit from. More broadly these events can lead to cleaner air across the region, because pollution does not recognize county lines. They help our communities imagine a future with fewer cars on the road, and cleaner air. I look forward to the future expansion of the Metro L-line into Montclair and am eager to see routes and events that recognize the strong connections between the San Gabriel Valley and the Inland Empire.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County and draw participants and dollars for local businesses from all over the Southland. Studies all over the US show over and over car-free streets are empirically good for business. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. My family immigrated from Mexico and I love attending the weekly rides in Guadalajara on Sunday mornings and hope to one day regularly be able to hop on mass transit to a weekly ride in Pomona or Claremont. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. While we wait for more permanent open streets initiatives, please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:15:33 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year. Last year's 626 Golden Streets was one that helped me and my friends rediscover all the gems across several communities in the San Gabriel Valley, a welcomed joy after years of lockdown due to the pandemic.

We can do more and better to continue this momentum of the last decade. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:17:25 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:21:17 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:23:51 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:25:28 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:26:31 PM

Dear Metro Board Members, As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year. We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County. Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:37:16 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:40:58 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:41:59 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you, [REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 1:45:25 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:06:53 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:08:42 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:15:57 PM

Dear Metro Board Members,


As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

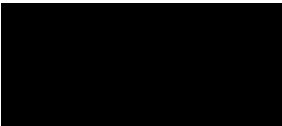
Let's do better. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you & hope to see you out there enjoying our streets!

[REDACTED]

From: 
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:21:27 PM

Dear Metro Board Members, As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year. We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County. Thank you,



From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:21:46 PM

Dear Metro Board Members, As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025. A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year. We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County. Thank you,

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:26:59 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:28:31 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025, but ideally monthly events.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

[REDACTED]

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:34:36 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

Sent from my iPhone

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:43:15 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

(p.s. This program gives me the opportunity to get out and discover new neighborhoods. During Open Streets events, I especially love exploring the shops and eating establishments of our very multicultural County.)

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:47:35 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to PLEASE fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAvia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 2:56:08 PM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host cicloviass weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 3:02:04 PM

Dear Metro Board Members,

I bike throughout LA county and as a county resident who cares deeply about the health and safety of our streets and individuals, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

Thank you,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Please Support Monthly Open Streets for LA County!
Date: Tuesday, January 23, 2024 11:50:09 AM

Dear Metro Board Members,

As an LA County resident who cares deeply about the health and safety of our streets, I urge the Board to fund at least one Open Streets event a month for calendar years 2024-2025.

A decade ago, the Metro Board of Directors had the foresight to create an Open Streets program, supporting the rise of transformational, car-free events like cicLAVia. These inspiring days have become among the most popular free gatherings in Los Angeles County. Yet they only occur a few times a year.

We can do better. Cities across the world host ciclovias weekly. Safe, open streets inspire Angelenos to walk, bike, and ride transit, supporting Metro's long-term goals. Please allocate additional funding to this important program to make open streets a monthly celebration of sustainable mobility in Los Angeles County.

Thank you,

[REDACTED]

January 2024 RBM Public Comments – Item 31

From: [REDACTED]
Sent: Friday, January 19, 2024 5:57 PM
To: Board Clerk <BoardClerk@metro.net>
Subject: FW: Better boarder parameters

Please accept this comment for the Metro Micro item at the Board meeting. I'll inform the commenter.

[REDACTED]

From: [REDACTED]
Sent: Friday, January 19, 2024 5:51 PM
To: ServiceCouncils <ServiceCouncils@metro.net>
Subject: Better boarder parameters

I think the northwest valley metro micro needs to reach Sherman way or better yet victory blvd so it can make better contact points with the orange line.

From: [REDACTED]

Sent: Friday, January 19, 2024 8:28 AM

To: Board Clerk <BoardClerk@metro.net>

Subject: FW: Metro micro fair increase comment

Our gathering of public comment on Metro Micro ended so that we could include with the Board Report - please accept this comment for the item at the Board meeting. I'll inform the commenter.

Thanks,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

-----Original Message-----

From: [REDACTED]

Sent: Friday, January 19, 2024 2:26 AM

To: ServiceCouncils <ServiceCouncils@metro.net>

Subject: Metro micro fair increase comment

I love and support our cities robust metro system and it's on going expansion projects serving the public interest. I support a higher fair if that means safe and reliable transportation and more service areas. Generally an Uber or Lyft would cost more out of pocket so an increase in metro micro fair is reasonable.

Sent from my iPhone

January 2024 RBM Public Comments – Item 33

From: [REDACTED]
Sent: Tuesday, January 23, 2024 1:08 PM
To: Board Clerk <BoardClerk@metro.net>
Subject: Regular Board Meeting 1/25/2024 - Item 33

Board members,

I live in Silverlake, and I am a member of the L.A. Neighborhood Council Sustainability Alliance (for identification purposes only). I mostly ride the B line and A line, but occasionally ride other lines as well.

I strongly oppose Metro's proposal for an in-house police department.

Police are trained to enforce laws with force, not care. Staff's recommendation in this report to develop officers' social work and mental health skills brings into question the need for police at all.

I support instead Metro investing all the money set aside for policing into establishing and nurturing a transit ecosystem of care. This is what the protests of 2020 nationwide called for.

I support bringing transit ambassadors in-house, BUT I oppose bringing ambassadors into the proposed police department. Ambassadors are providing riders with care, navigation, and cultural connection and should stay in the Customer Experience department. Their roles should feed into social work and health care career paths NOT law enforcement.

Metro should also invest in social service and mental health outreach workers; staffed public restrooms, and increased cleaning and maintenance staff to clean on board buses and trains, especially at high frequency stations and bus stops.

With an in-house police department, Metro will keep on spending \$200-million a year on a failed safety strategy. Metro's should instead invest in a transit ecosystem of care.

To achieve equity and safety for all, we must not just create but also fund comprehensive systems of care.

Sincerely,
[REDACTED]

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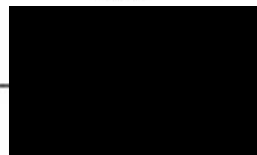
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Signature

4/7/2024

Date



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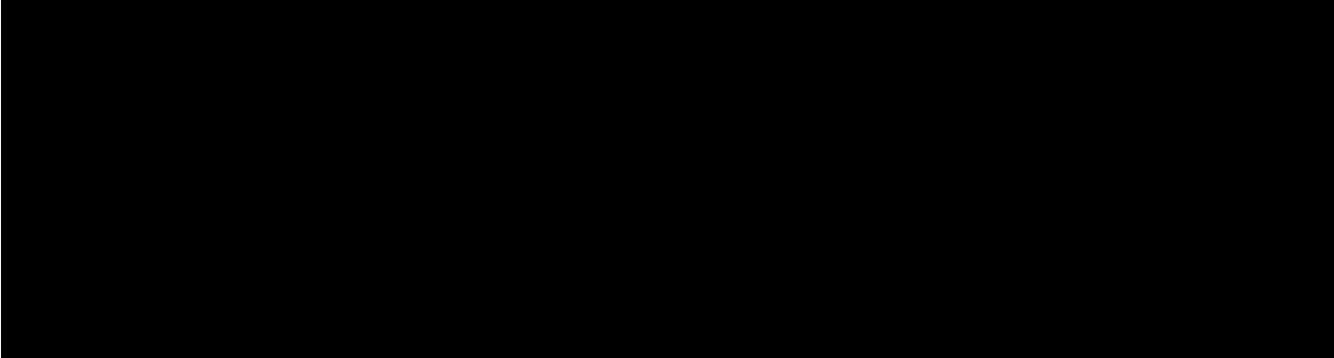
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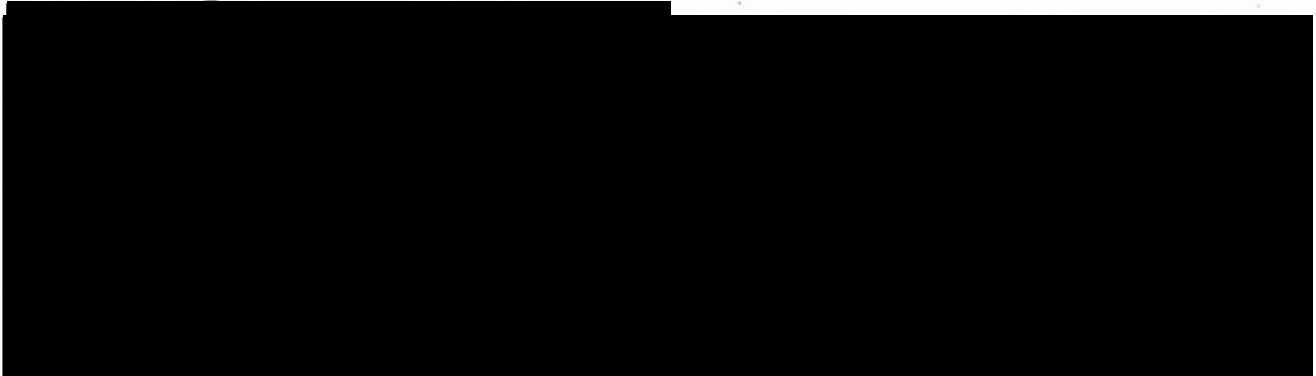
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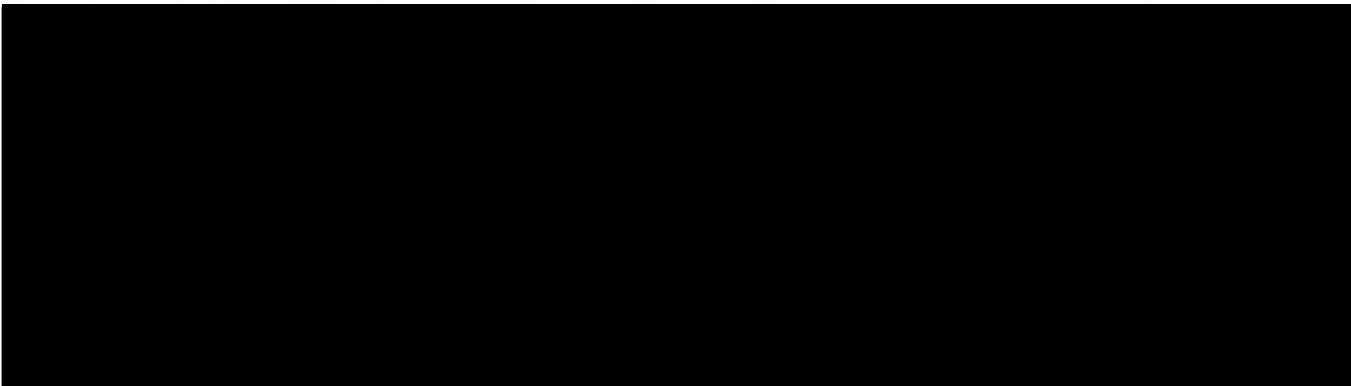
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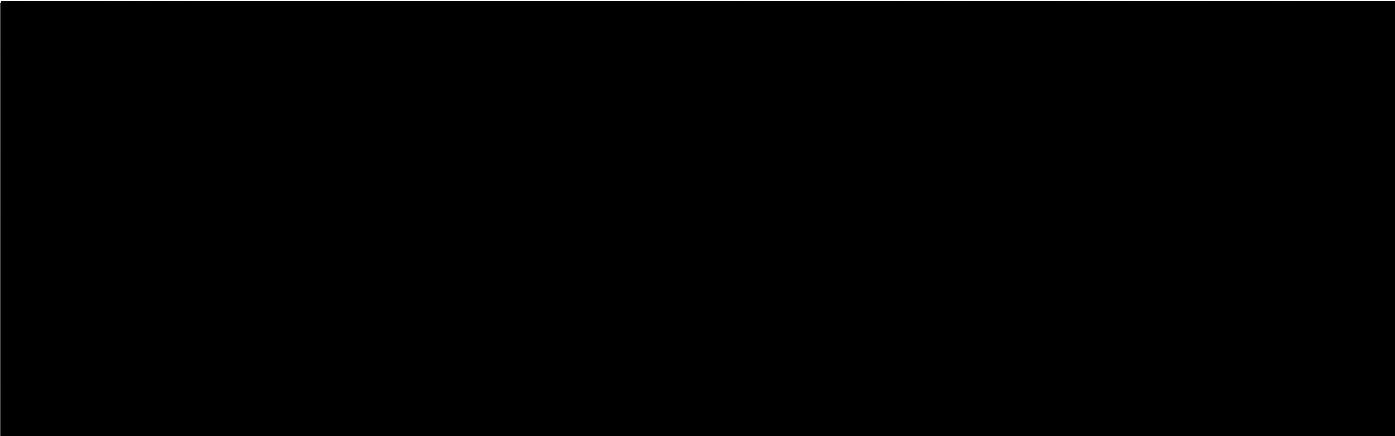


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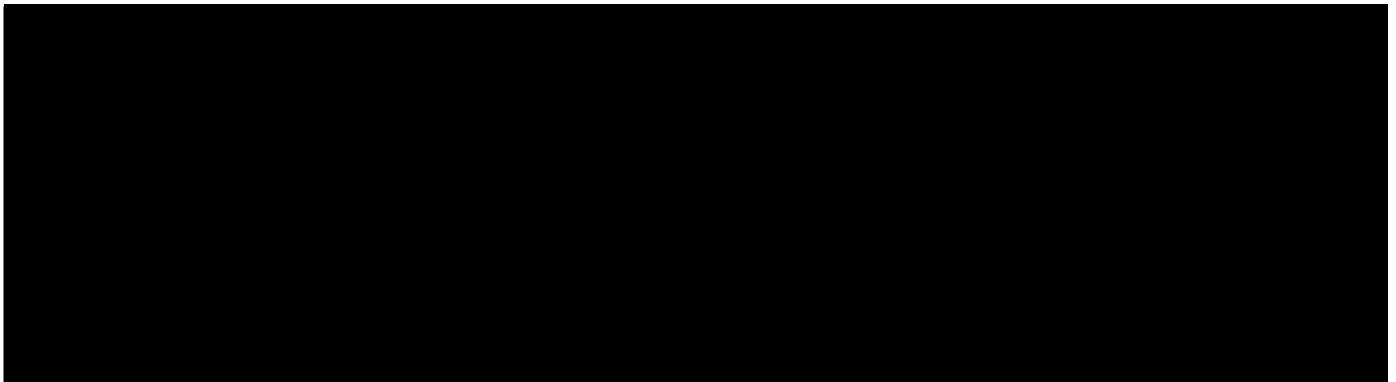


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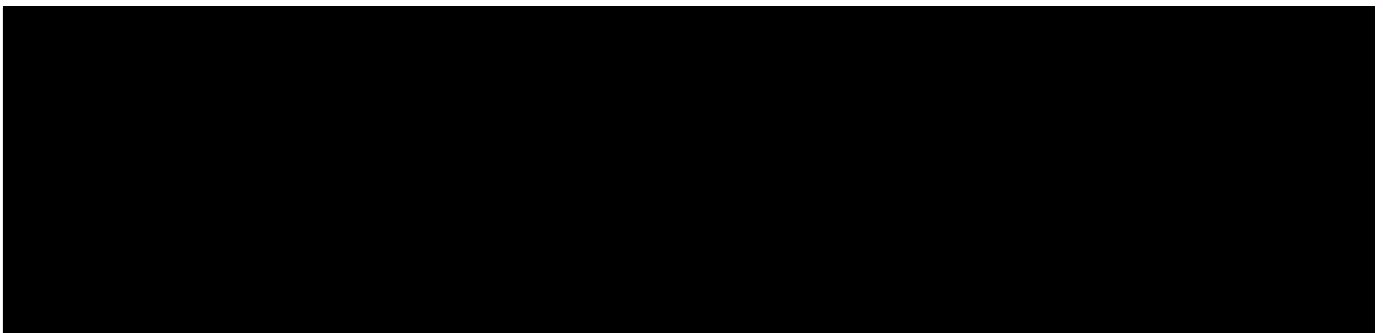
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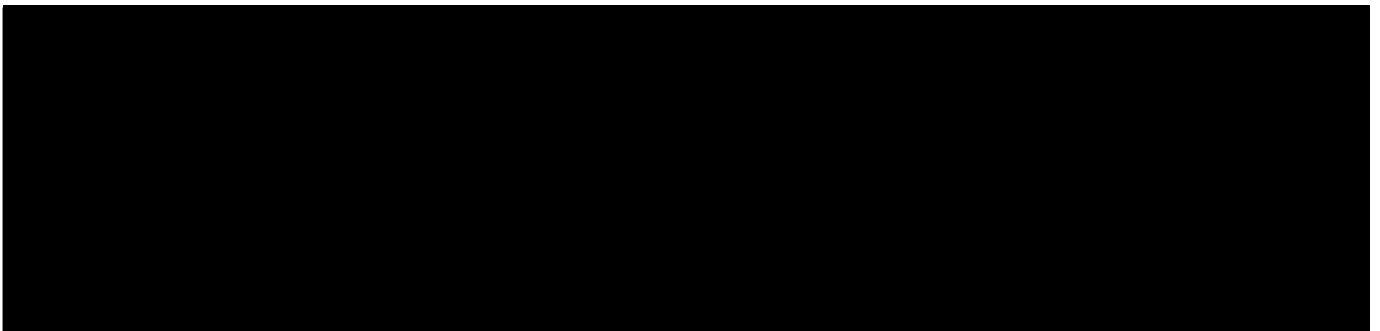
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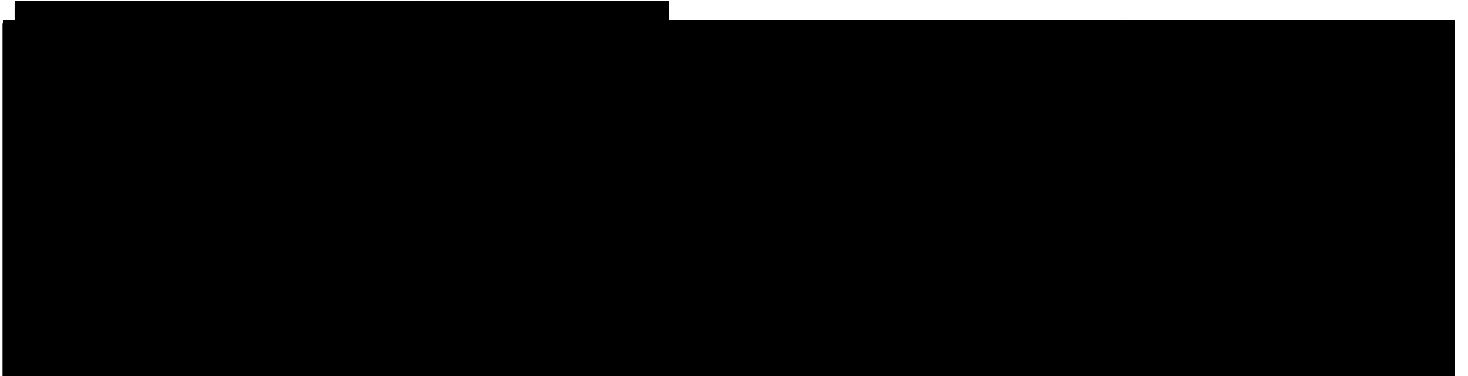
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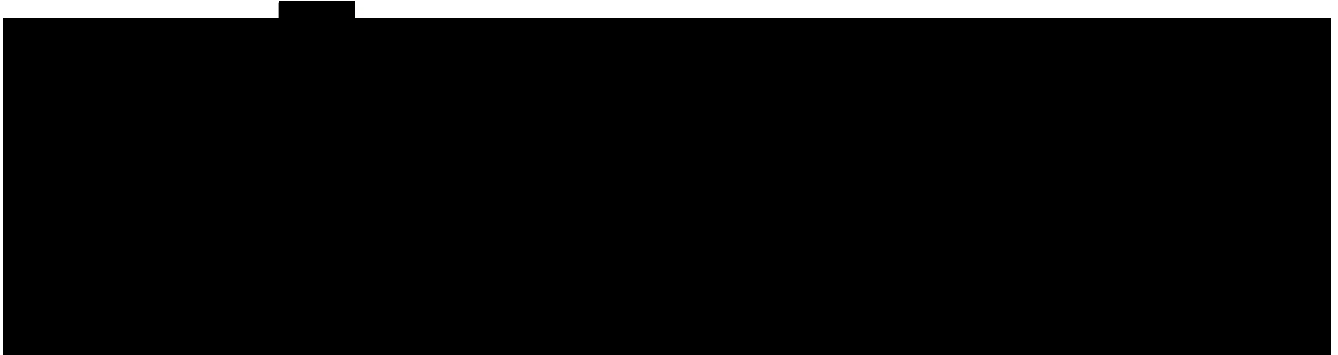
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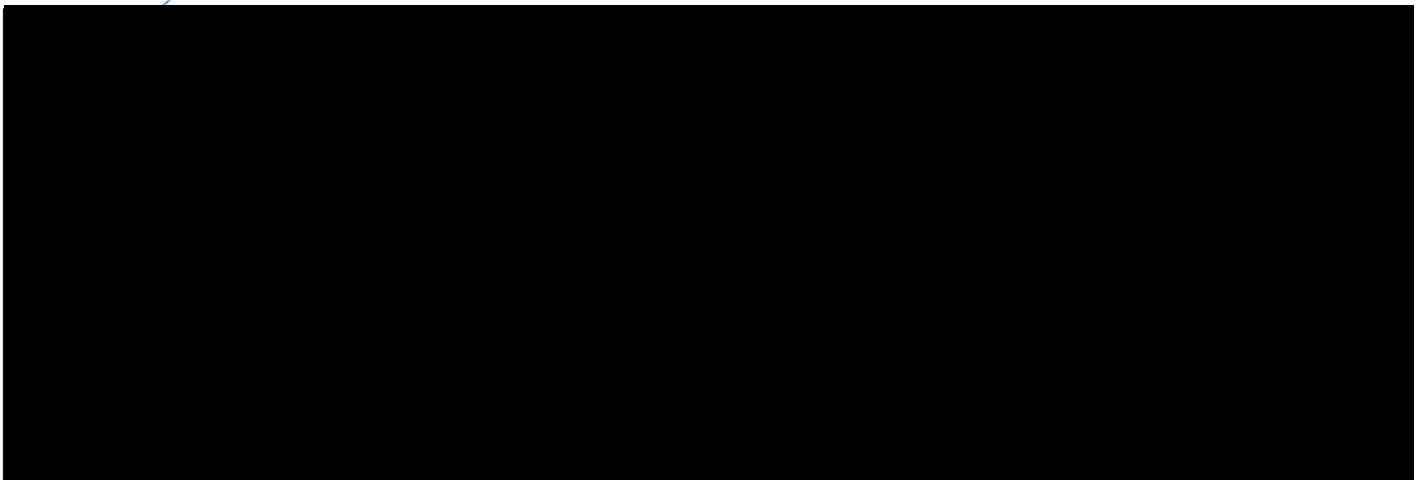


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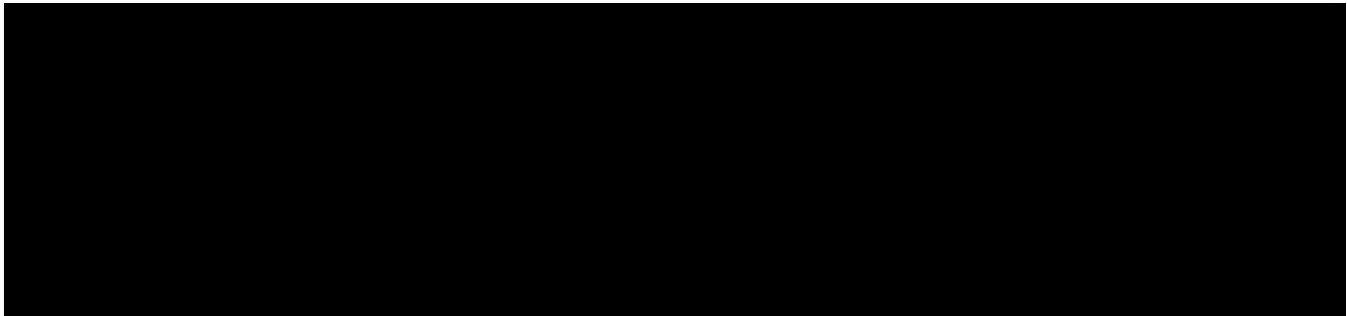
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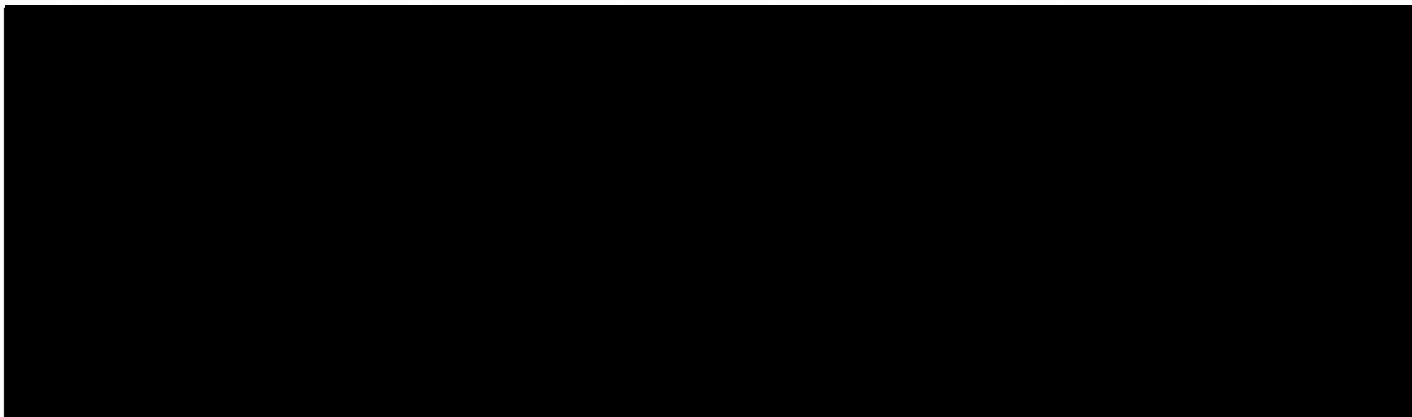
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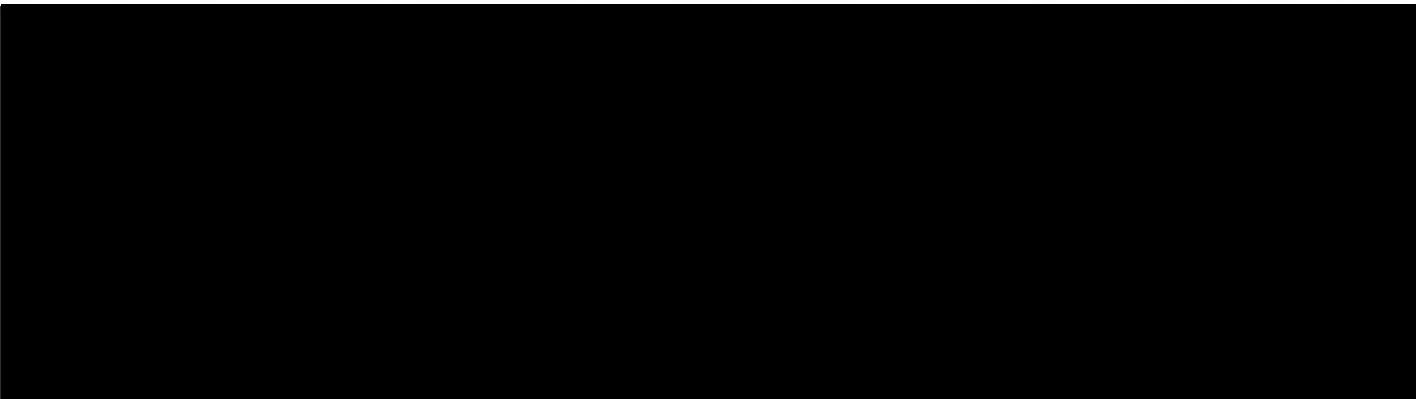
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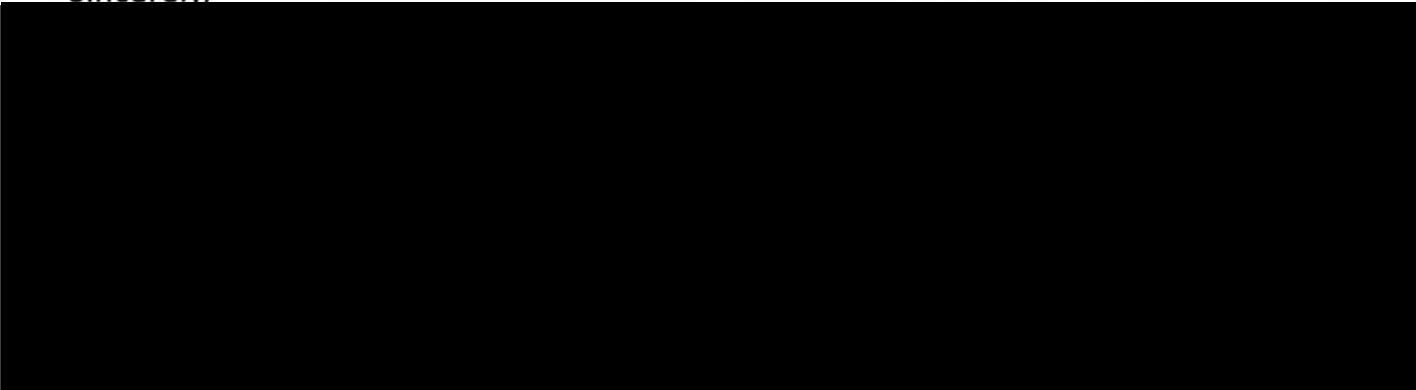
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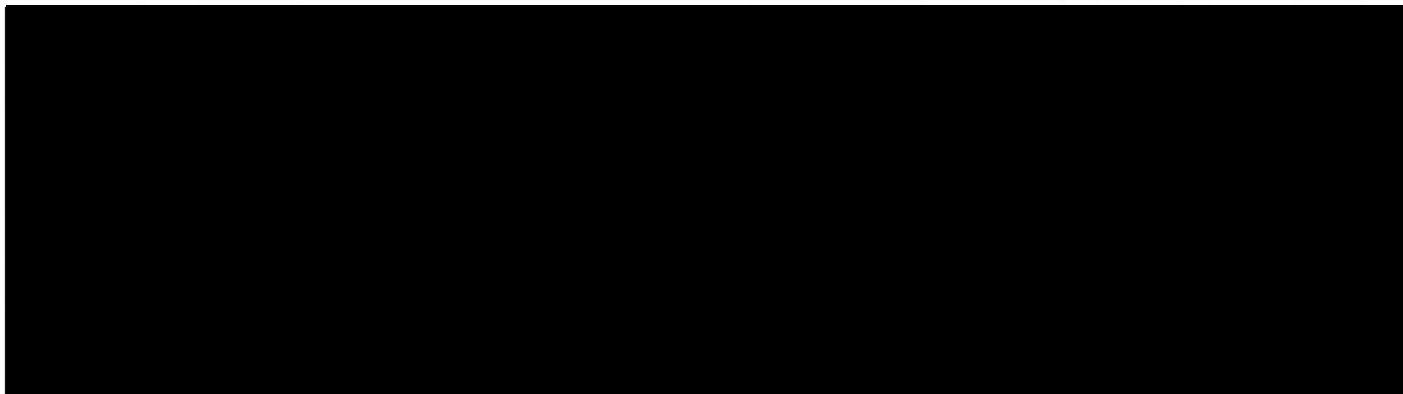


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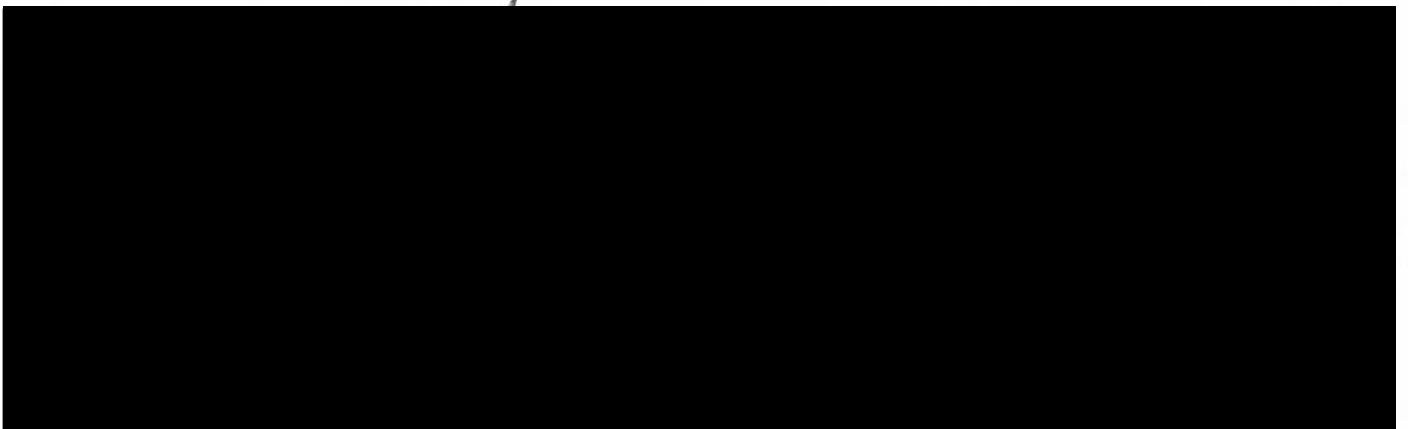


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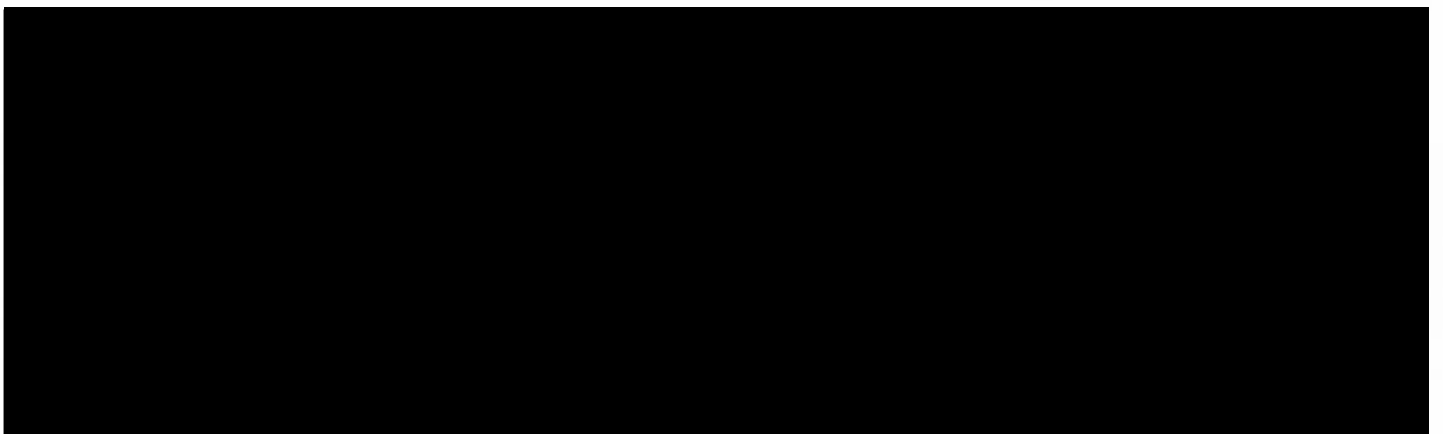


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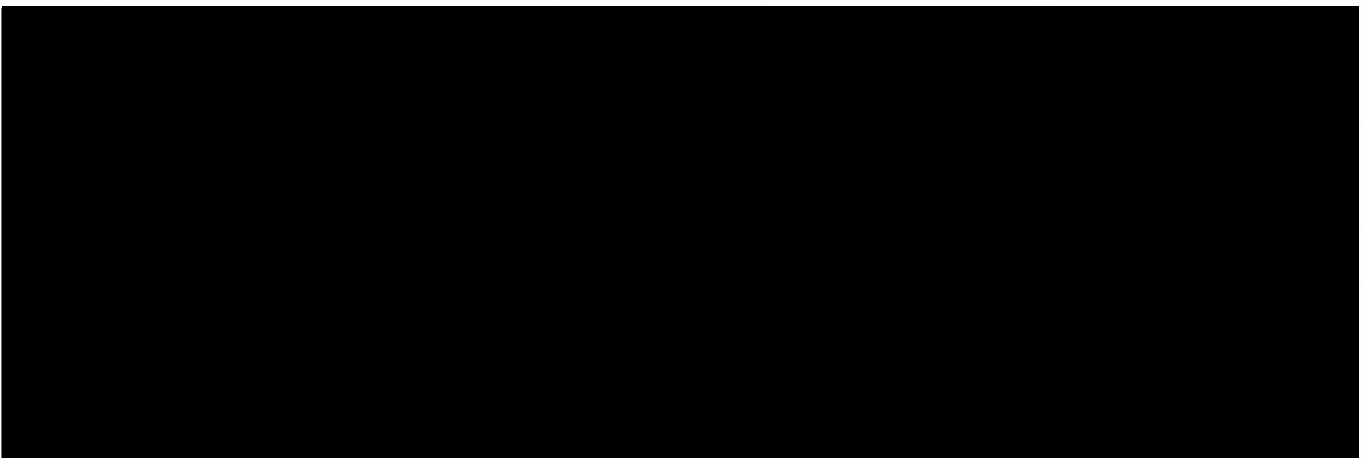


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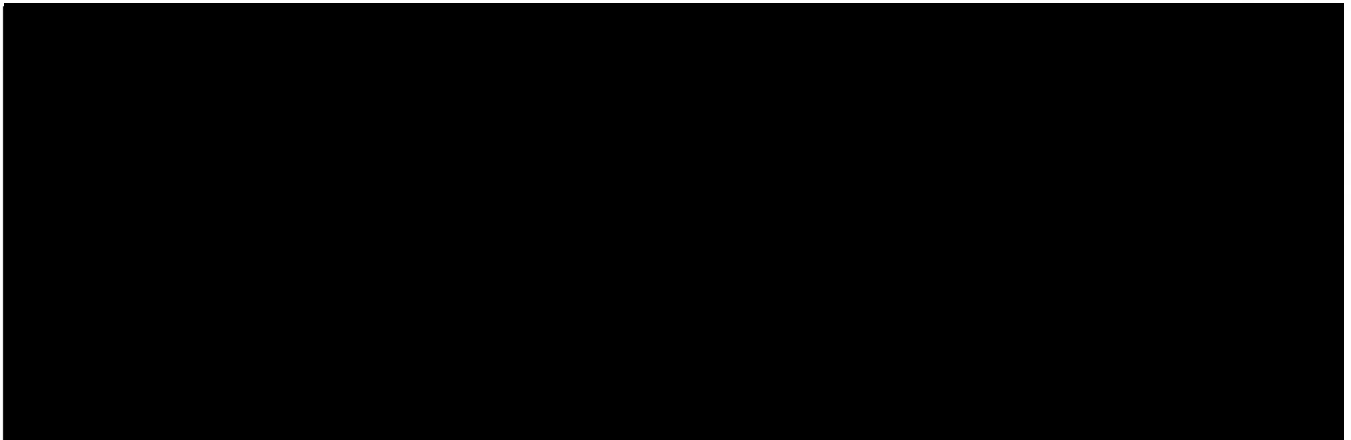


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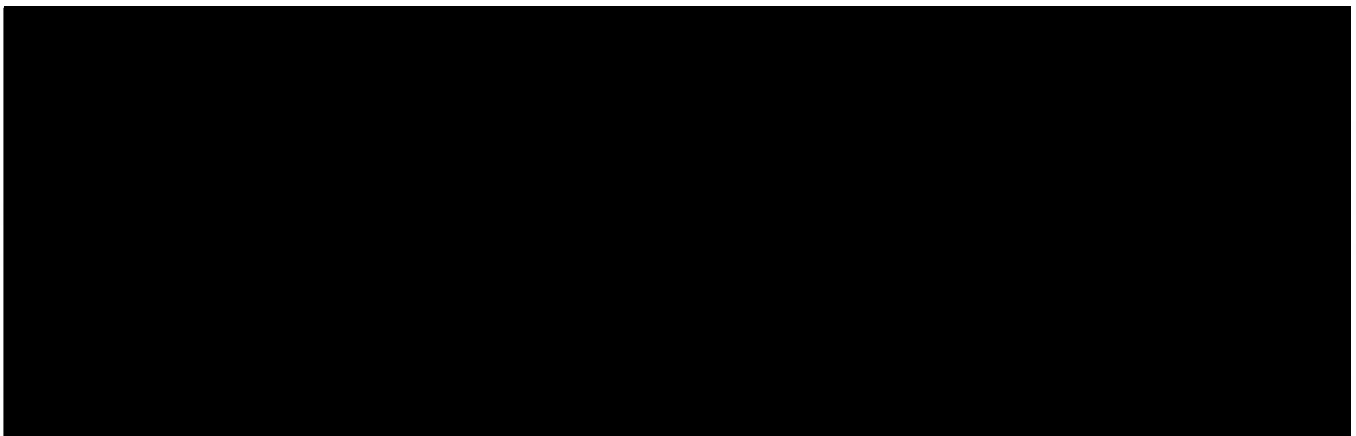


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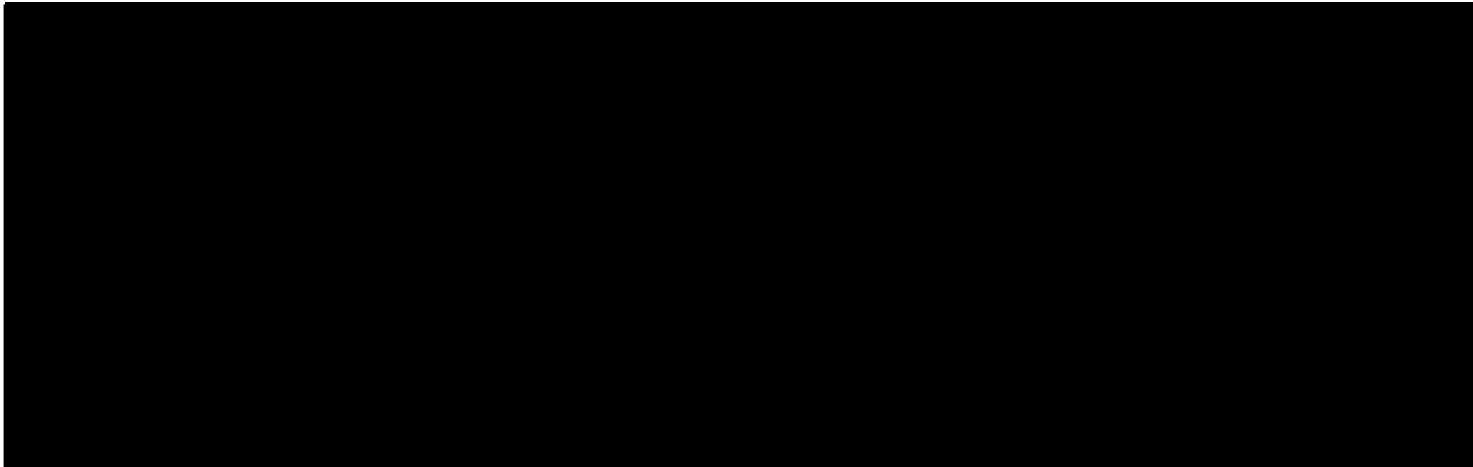


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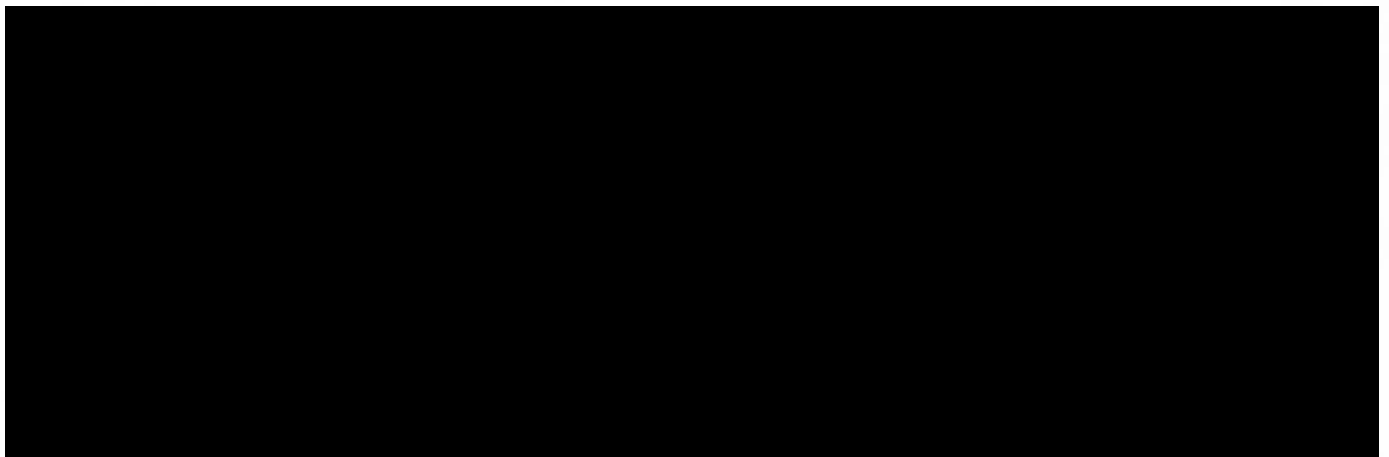


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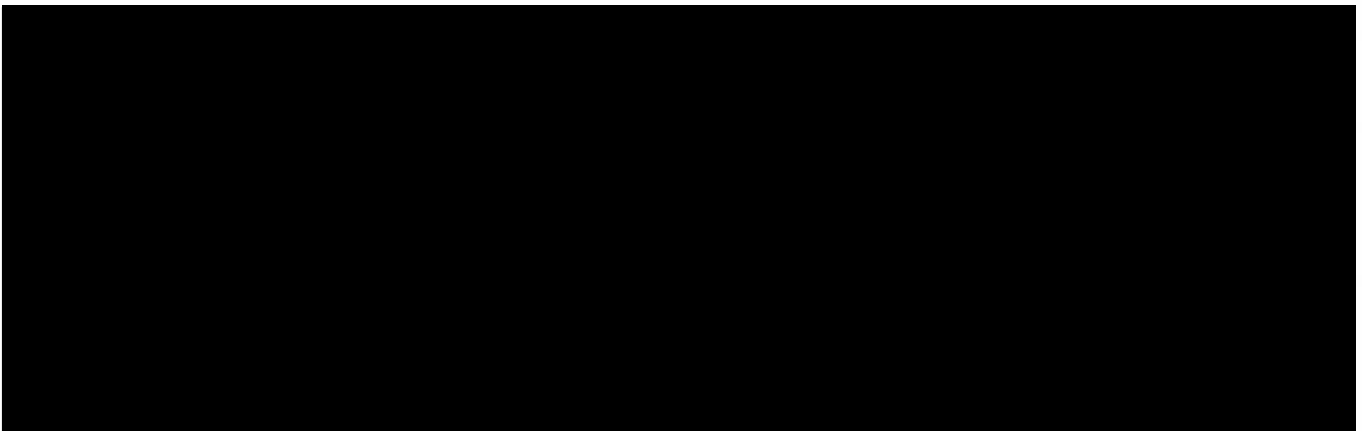


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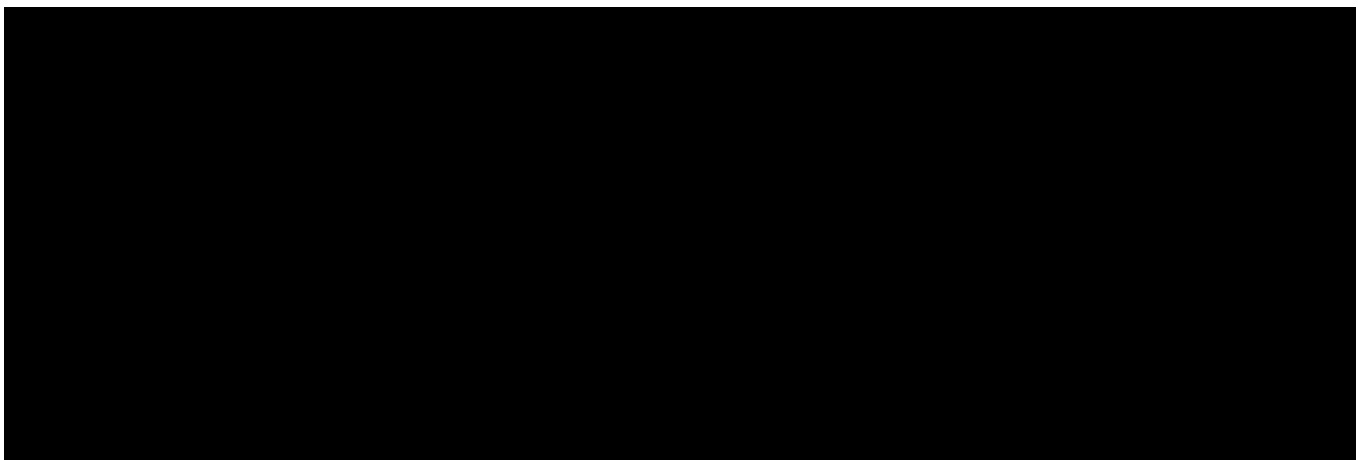


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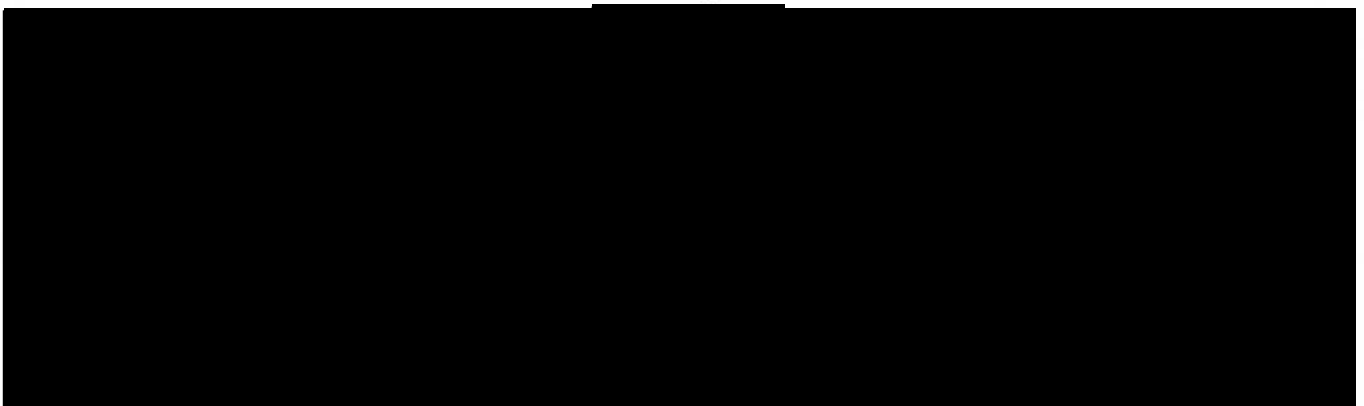


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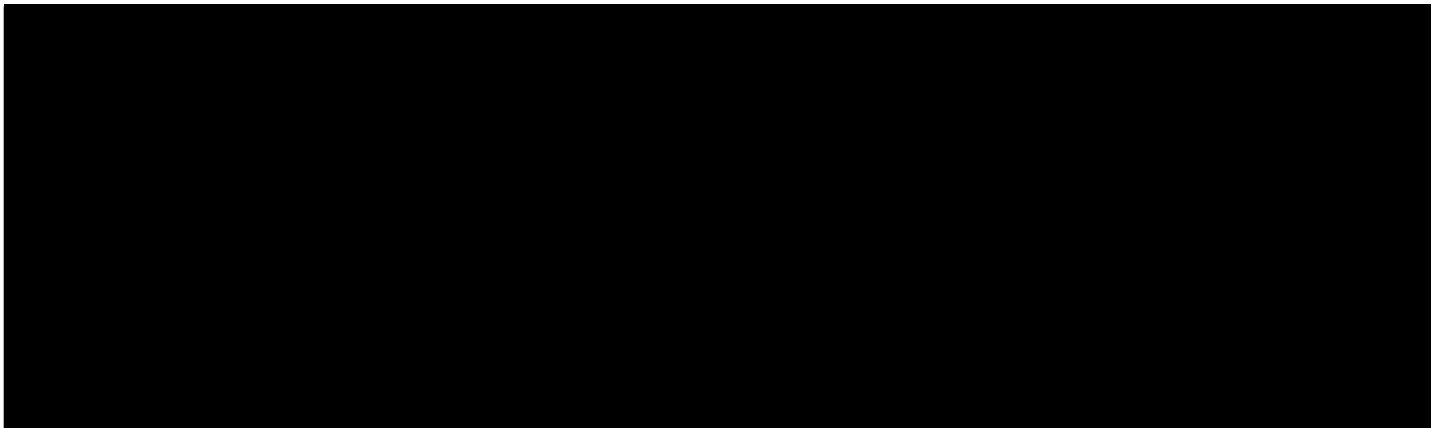


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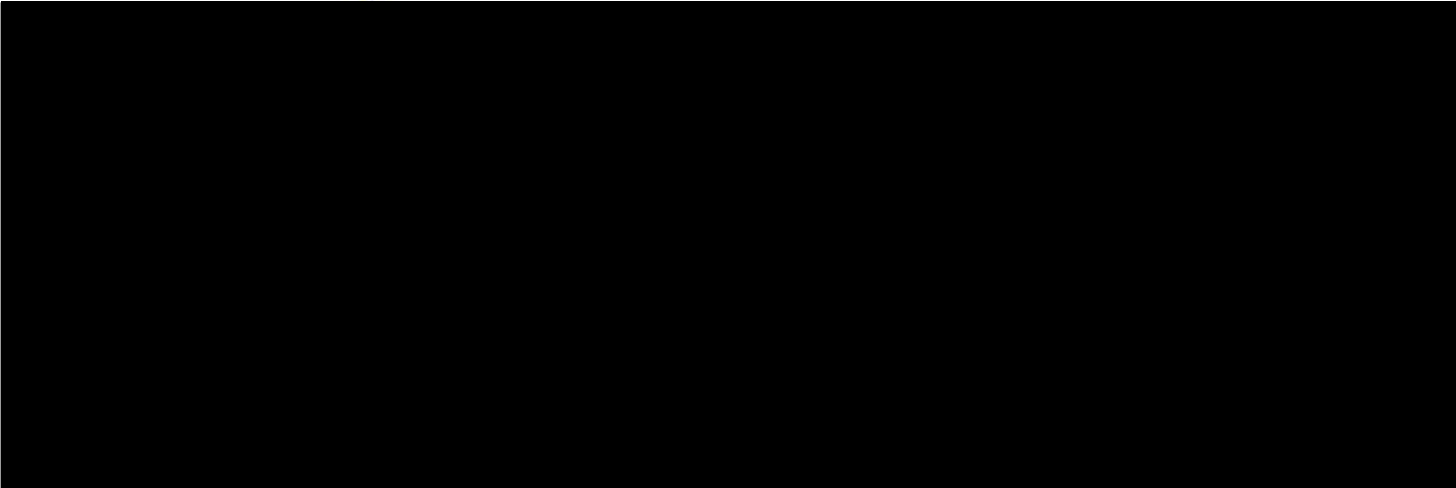


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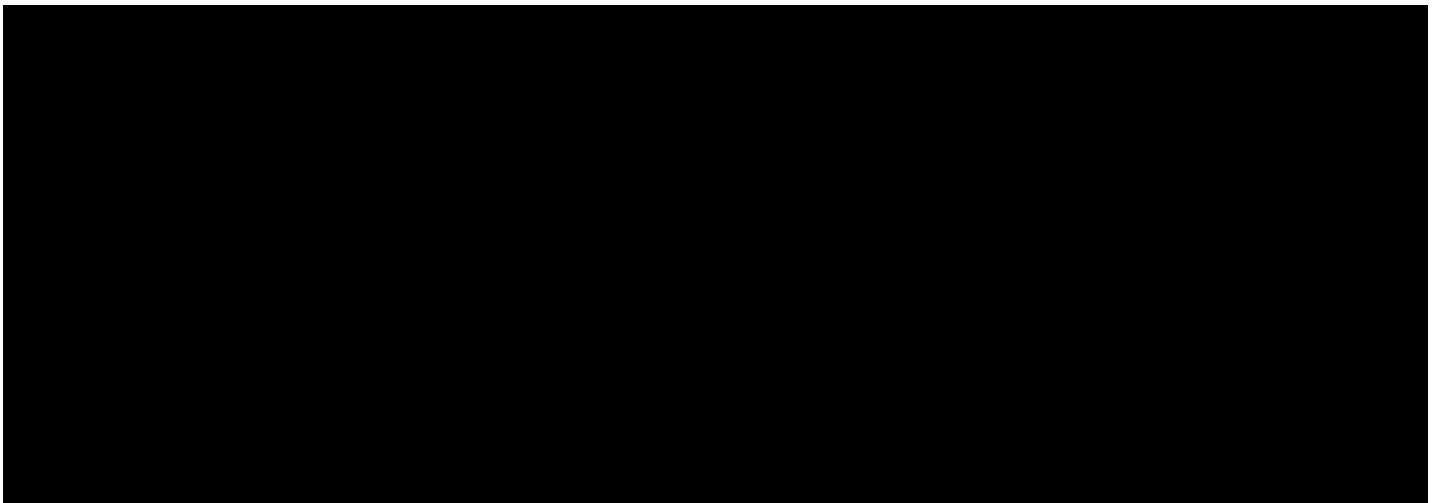


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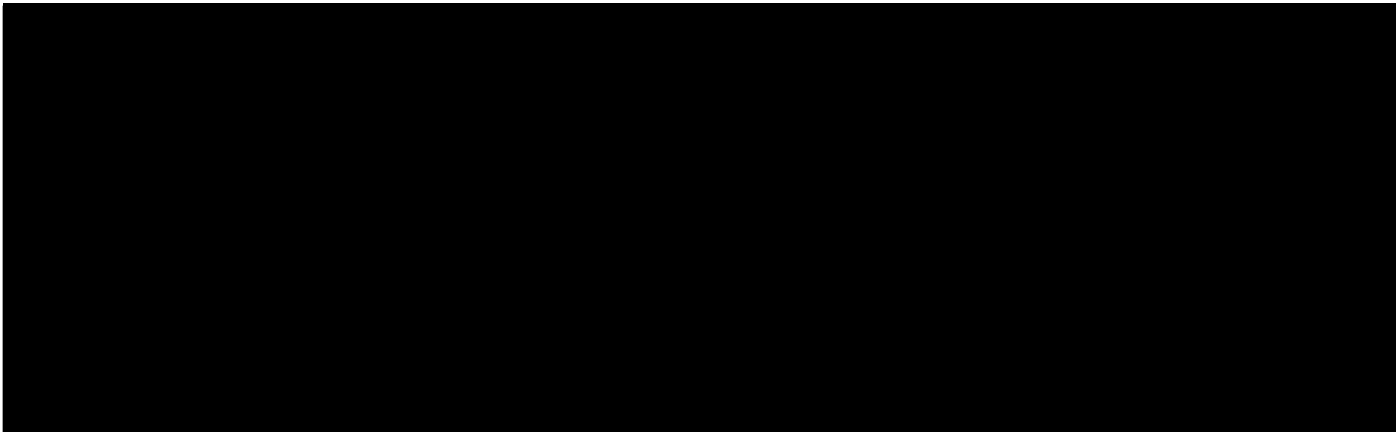


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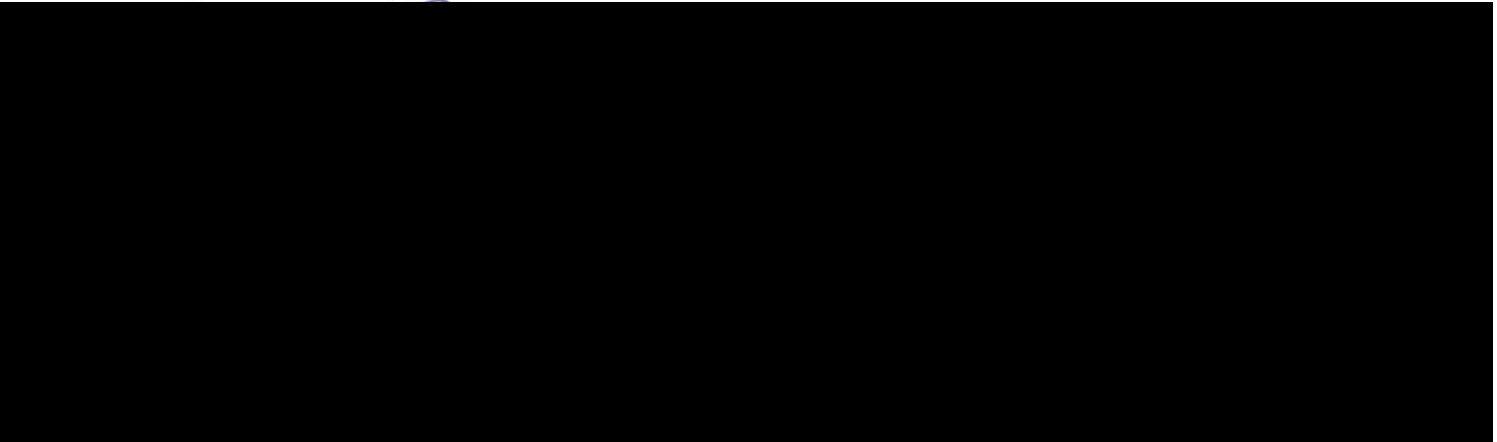


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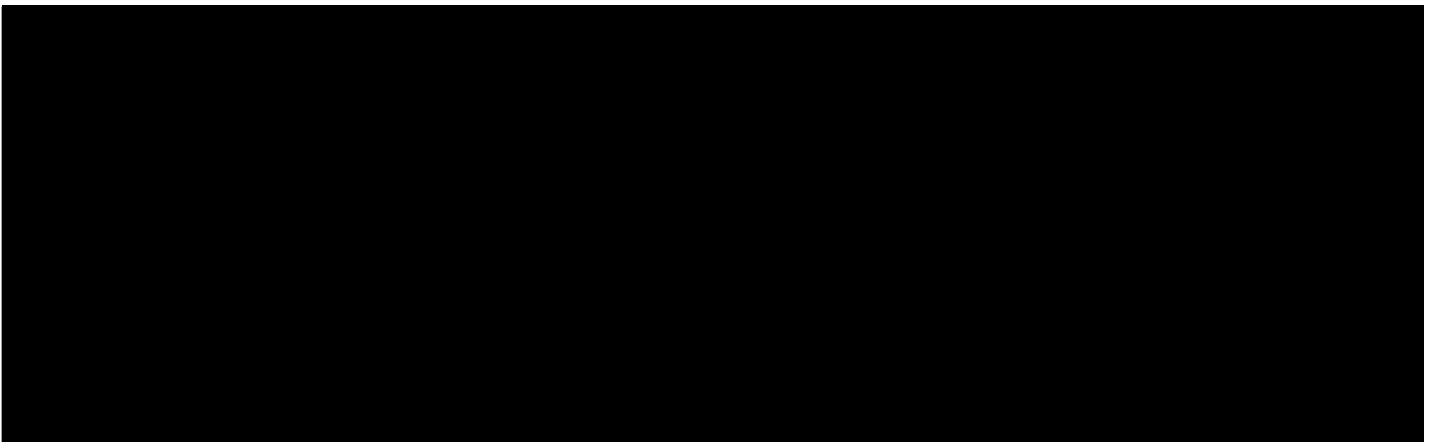


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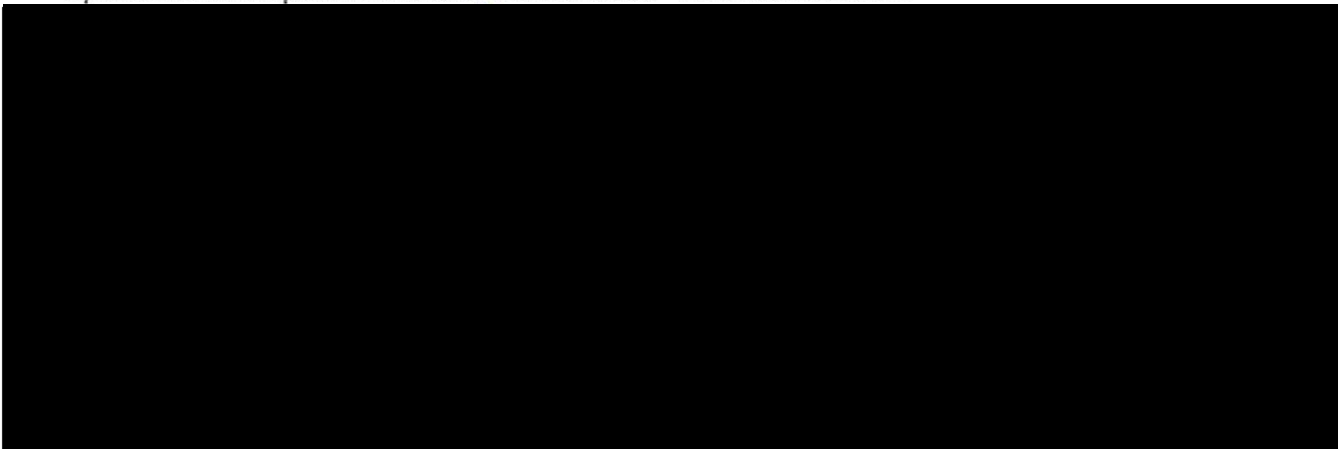


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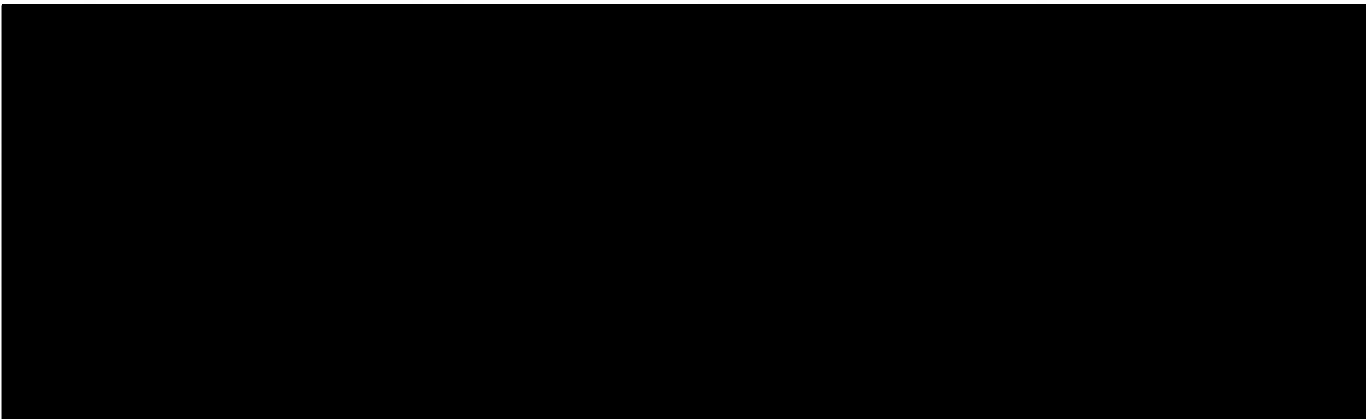


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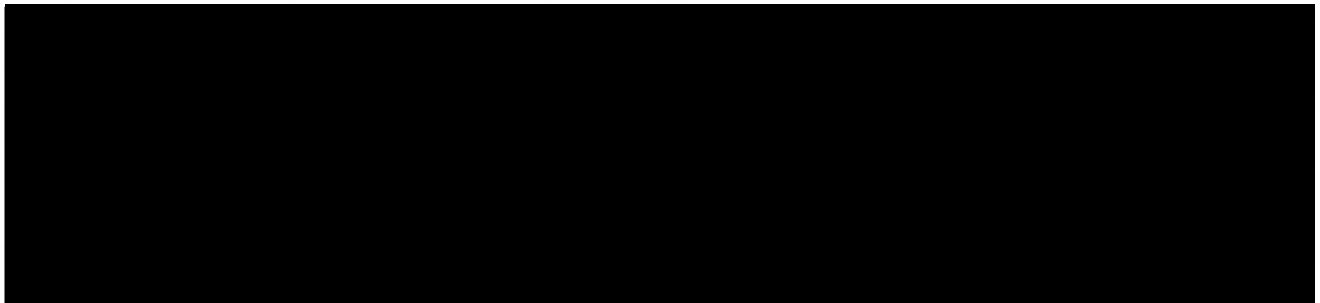
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The gondola makes no sense. It's too expensive, and it doesn't have the capacity needed to serve Dodger Stadium. This gondola would be extremely harmful and invasive to our communities and LA State Historic Park. And while it claims to be privately funded, there is no real funding plan for this \$500 million project. Taxpayers have real priorities that don't involve subsidizing Frank McCourt's gondola, which would be reserved for a select few to use. We need real transportation solutions, not this impractical and ill-conceived project. Improve pedestrian, bike, and bus access. Electrify and expand the Dodger Stadium Express system and improve the bus lanes. STOP THE GONDOLA.

Sincerely,

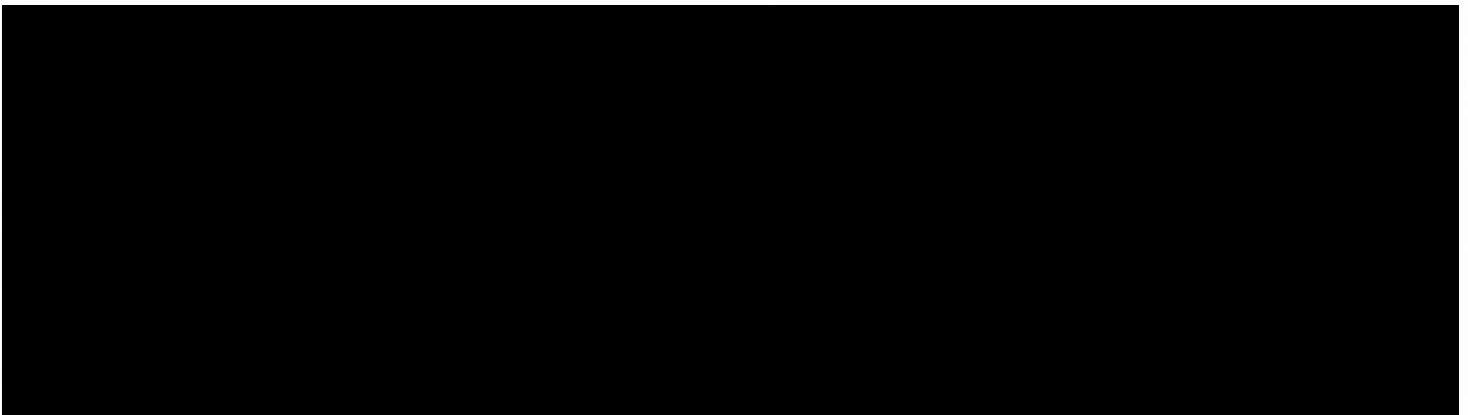


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For Metro Board of Directors Meeting, Jan 25, 2024
General Public Comment



(See Honorable Board Clerk for contact information)

Subject: C Line (Green Line) Extension Cost Effectiveness and Ridership

Purpose: *If trains are to be built, I strive to determine the best train option.*

New Acronym: **GLT** for Green Line Team

Key References

C Line (Green Line) Extension Draft Environmental Impact Report (DEIR)

DEIR, Non-CEQA Reports, CLGET Ridership Summary, Table 3-1, C-Line/K-Line Configuration C-2 (selected by the Metro Board recently)

“Update to C Line Extension to Torrance” memo from CEO and Chief Planning Officer to Metro Board of Directors, dated August 14, 2023 (Aug 14 letter)

DEIR, Section 2.4-3 Proposed Project - Construction Durations

DEIR, Table 2.4-1 Proposed Project - Construction Schedule

DEIR, Table 2.4-3 Hawthorne Option - Construction Schedule

DEIR Appendix 2-B Construction Methods Memo

DEIR Section 3.5-2.2.1 through 3.4-2.2.3 (pages 3.4-16 through 3.4-19), Construction Tables 3.5-7 through 3.5-9 for Proposed Project (PP or ROW), Trench Option, and Hawthorne Blvd Option.

Green Line Extension Cost Effectiveness

In the C Line (Green Line) Extension Draft Environmental Impact Report (CLGET DEIR), Section ES.2-2, list of Project Objectives, the only reference to cost is “to provide a cost effective project.”

Metro Green Line Team (GLT) has previously defined cost effectiveness as cost per rider (cost/rider).

This presentation compares the relative cost effectiveness of two options, Hybrid Row and Hawthorne Blvd option. In a Comparison of Alternatives (DEIR Table ES-3, page ES-48), the “Proposed Project” a.k.a. ROW path, is unacceptable due to significant and unavoidable noise impact. The ROW path would also cause emergency responder delays at street crossings (ref. Aug 14 letter, pages 8-9). Hybrid ROW (previously called 170th/182nd grade separation option) and Hawthorne Blvd options do not degrade environment or safety that way, according to Metro.

Note that lowest cost option is not a project objective.

Summary: The Hawthorne Blvd option is more cost effective than Hybrid ROW option (by about 16%); for this and many other reasons, the Hawthorne Blvd option should be selected as the Green Line Extension Locally Preferred Alternative (LPA).

Ridership

The metric which Metro uses in their ridership reporting is “boardings,” sometimes called “project trips.” In this case, that includes all riders who will use the two new stations in Redondo Beach and Torrance. In an attachment to the DEIR, Non-CEQA Reports, CLGET Ridership Summary, Table 3-1... C-Line/K-Line Configuration C-2 (selected by the Metro Board recently) Haw Blvd Project Trips/Boardings are forecast to be 35% higher (15,648) than for ROW (11,579). To emphasize the obvious, more

ridership means less traffic, less air pollution, and less green house gases.

Project Option Cost Comparison

Metro Green Line Team would not provide details supporting their cost estimates despite my repeated requests.

Other sources were examined to compare option costs

- Green Line DEIR physical construction tables*
- Updated Green Line train program schedules*
- Metro Green Line Team 2023 cost & 2024 budget*

Physical Construction Cost

Physical construction cost includes cost for BNSF freight rail work, utility work, excavation, build of new light rails and stations.

Tables of physical construction schedules from inside the DEIR Section 2.4-3 and Appendix 2-B show labor required. I loaded the data into a spreadsheet and found the Haw Blvd option to require 14% more construction labor than ROW path.

In the Aug 14 memo, the Green Line staff provided a cost estimate of Hybrid ROW (\$2.23B) in their Aug 14 letter to the Board of Directors, an increase of 14% over ROW path. I assumed the 14% increase to apply for all aspects of the option, including construction labor, so that means the construction labor for Hybrid ROW and Haw Blvd are the same. I also assumed that the equipment required for both tasks is the same since the labor is similar.

Pause. I am not trying to determine actual cost in dollars. That would require burdened labor rates and more which I am assuming are insignificant differences between the options. I'm just trying to show the relative difference in cost items, like labor, to compare the relative cost.

Material cost is not so easy, clear as mud. The construction tables show material movement, that Haw Blvd option requires 1.5% more than plain ROW. If Hybrid ROW requires 14% more for everything, material movement would be 12% more than Haw

Blvd; Hybrid ROW requires digging under two street crossings, so they probably remove more dirt than replace. Those trenches will need concrete support walls and at-grade covers. Hybrid ROW would need more robust (I assume) sound/safety walls all along the neighborhoods than for Haw Blvd, where the noise level is higher than in the neighborhoods. It seems like the elevated Haw Blvd structures would need more concrete for the elevated structure, but Hybrid ROW has to move/reset the BNSF tracks and multiple petrochemical pipelines. I assume special materials are required for freight and light rail substructure, and this offsets the extra concrete for Haw Blvd. The Hybrid ROW physical construction schedule estimate, new in the Aug 14 memo, is 15 months longer than Haw Blvd. Due to offsetting but different issues, I assume material cost is similar enough between the two options to assume they are the same.

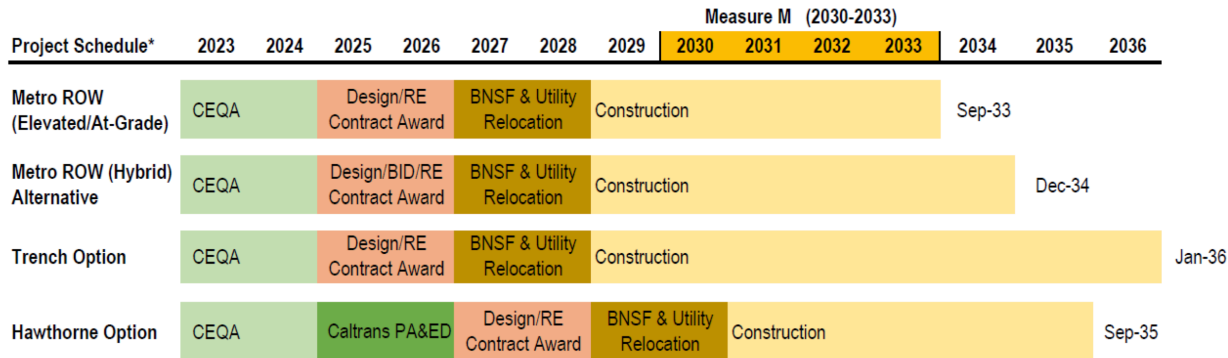
With those numerous assumptions, I conclude that the physical construction cost for Hybrid ROW and Haw Blvd option are the same.

AND I said for months, often over the phone during Metro Committee meetings, that the ROW was defective, Metro's fix was the 170th/182nd Grade-separated option, and that extra cost to fix (14%) would make the construction cost about the same as for Haw Blvd. My rationale for 14% higher than ROW was based on the construction cost table for Trench option, which is about 66% higher than ROW. I estimated that the 170th/182nd Grade-separated option would have to trench about 1/4 as much as Trench option, 1/4 of 66% is 16.5% versus the Hybrid ROW increase over (plain) ROW of 14%. This supports my rationale for scaling most of Hybrid ROW by 14%.

Aside. If you have read this far, thank you. It's taken me months to get this far - no help from the GLT.

Total Project Cost

To assess total project cost, let's look at the GLT's project schedule of the train options for cost elements and build on the Hybrid ROW cost for an estimate of Haw Blvd cost.
(see schedule graph below, from Aug 14 letter to Metro Board)



Source: Metro, STV, and Jacobs

All four train options contain cost elements of CEQA, Design/Bid, BNSF & Utilities, Construction.

ROW and Trench are scored environmentally defective in the DEIR, relative to Hybrid ROW and Haw Blvd, so are not evaluated.

The CEQA is the same cost for all options, & final EIR will be finished next year.

Physical Construction (BNSF, utilities, and construction) are the same for Hybrid and Haw Blvd, consistent with the DEIR construction tables, as explained above. Note that the Hybrid ROW construction schedule is 15 months longer than for Haw Blvd.

I assume the Design & bid work are the same (there is margin in the budget if not, which I discuss later).

Caltrans Project Approval & Env Document (PA&ED) is an additional cost for Haw Blvd. I used the Green Line CEQA team labor burn rate for the past two years (\$41M/year) and doubled for a similar Caltrans team, that is 164M total, which seems

generous since the EIR will be finished before the Caltrans work. The Aug 14 letter made some unbelievable statements about the Caltrans work which I will rebut below (after Conclusions).

Additional Inflation due to Haw Blvd extended construction schedule midpoint of 18 months versus Hybrid ROW for an additional inflation factor of 5.3% multiplied by total Hybrid ROW cost estimate of \$2.23B for an increase of \$118M. I'll just absorb that into property acquisition.

Property Acquisition The Aug 14 memo says, "Several commercial properties needed to construct and operate Project located adjacent to I-405 and [the west side] of Haw Blvd [between 162nd Street north to the southbound Haw Blvd off ramp from the I-405]." How much should I book for that? How about \$40M? I think that's too much, but it's less than 1/2 a percent of the 2.23B Hybrid ROW, so it's negligible.

Total add-ons to Hybrid ROW to get Haw Blvd option cost estimate are

Caltrans:	164M
Inflation:	118M
Prop Acquisition:	40M
Total Add-ons:	322M
Hybrid ROW:	2230M
<u>Haw Blvd est:</u>	<u>2552M</u>

My Haw Blvd option cost estimate of \$2.55B is 14% higher than for Hybrid ROW (at \$2.26B).

Hawthorne Blvd Total Project Cost Estimate Perspective

My estimate, with my sources and assumptions, are explained in detail, all derived from GLT processes, is \$410M less than the GLT estimate of \$2.96B, without any of their details explained (and, no, add-ons for risk and inflation common to all cost estimates are not distinguishing details).

We have no idea where the GLT thought they needed another \$410M above my add-ons. But just for fun, let's put that number

into perspective. An open position for Caltrans Senior Transportation Engineer at top salary is about \$163K/year (I assume that is industry standard). I added 50% for benefits (I tried to get a number from Caltrans without success) and 100% for overhead. That's \$408K/year. So what I will call the Green Line Team's overestimate for Haw Blvd of \$410M is 1000 years of Senior Transportation Engineering-level labor, a millennium of labor. Where in the world do they think they need an additional millennium of labor? Remember my assumption that the Design/Bid schedule cost element was about the same for Hybrid ROW and Haw Blvd? If you spread the millennium of labor over four years of Design/Bid and Caltrans work (beyond my generous allocation of 200 heads/year), that is 250 heads/year for four years. Really? **And this is where I claim that the Green Line Team's cost estimates for the Hawthorne Blvd option fail my test of reasonableness: their estimate is much too high relative to their estimate for the Hybrid ROW.**

Conclusions

For 14% more cost for Haw Blvd option over Hybrid ROW, ridership is 35% higher.

Haw Blvd option cost/rider is less than, better than for Hybrid ROW (by about 16%).

Haw Blvd option is more cost effective than Hybrid ROW and satisfies the Green Line cost effectiveness project objective better. For this and many other reasons, the Hawthorne Blvd option should be selected as the Green Line Extension Locally Preferred Alternative (LPA).

Continued below

Bonus Comments for the Committed

Another Look at the Green Line Team's Cost Estimates: 40% Cost Estimate Contingency

In the Aug 14 memo to the Metro Board, the GLT included some previously undisclosed cost estimate details in their cost estimate vertical bar chart, in particular, the numerical allocations for contingency and escalation (inflation). The table below shows the original cost estimates in 2022 dollars, my calculation of 40% contingency, the GLT's calculation of 40% contingency, and the difference.

	2022 estimate	40% Cont	Table Cont	Diff
ROW:	1100	440	418	22
Hybrid ROW:	1213	485	470	15
Trench ROW:	1483	593	626	- 33
Haw Blvd:	1497	599	638	- 39

This is disappointing. The Green Line Team updated their bar chart for the Aug 14 memo for the Metro Board of Directors. You would have thought that somebody would have noticed the contingency calculation errors. The sum of the absolute errors in calculating contingency for the four options is \$109M. As is typical of Green Line Team reporting, the errors favor the ROW (by \$22M) and Hybrid ROW (by \$15M) and degrade the Hawthorne Blvd option (by \$39M). This would shave \$54M, 2.4%, off of the Hawthorne Blvd cost over the Hybrid ROW.

About Metro-Caltrans work

The Aug 14 letter made some unbelievable statements about the Caltrans work required for the Haw Blvd Path which I will rebut now. On page 10, discussing Haw Blvd option, "Caltrans has not yet approved an encroachment permit and would require Metro to complete federal environmental documentation per the National Environmental Policy Act (NEPA)

before Caltrans would consider approval of an encroachment permit.”

This is highly disingenuous. First of all, of course Metro has not acquired the Caltrans encroachment permit. They have not performed the work required or paid Caltrans to review an application, if even filed yet.

Secondly, when Metro asked Caltrans to comment on the Green Line Extension program, Caltrans responded with two letters from Caltrans CEQA Branch Chief Miya Edmonson, one before the DEIR to Dolores Roybal Saltaralli dated Feb 25, 2021, and one after the DEIR was published, to Georgia Sheridan dated March 24, 2023. Neither letter mentioned NEPA. It may be required, but neither letter said Caltrans “... would require Metro to complete federal environmental documentation per the National Environmental Policy Act (NEPA) before Caltrans would consider approval of an encroachment permit.”

The Aug 14 memo continues, “This would add approximately two additional years of planning work.” No big deal. It’s in the schedule, I booked 400 years of senior transportation engineering-level work for that, probably over booked.

The Aug 14 memo continues, “The lack of approval from Caltrans on the Hawthorne option poses a significant risk to the Project implementation.”

Nice try. To learn more about encroachment permits, especially around a freeway, I communicated with a coordinator of the I-5 North County Enhancements Project. They acquired numerous Caltrans encroachment permits, and no problems were noted.

I reported all this to the Metro Construction Committee meeting on September 21, that the Aug 14 memo made misleading statements about Caltrans requiring NEPA review. Secondly, stating the obvious, Metro and Caltrans work with each other all the time. CEO Wiggins and Caltrans District 7 Director Roberts attend every Metro Committee meeting (although Director Roberts had a sub that day). I said to the Committee that, if I could ask questions of the Green Line Team presenting in the next meeting to occur in a few minutes (Executive

Management Committee), I would ask them to cite examples where Metro and Caltrans could not agree on a project to the extent that the project was stopped. The risk sounds overstated.

And since the ROW path crosses State Route 107, a Caltrans ROW, I assume that a Caltrans encroachment permit would be required for the Green Line ROW.

Parking

The Aug 14 memo says, page 11, for the Haw Blvd option that about 20 parking spaces would be lost [in the median of Haw Blvd]. This is also mentioned in the DEIR Executive Summary Section ES.2-3.3. OK, Green Line Team, if this is so noteworthy that it belongs in the Executive summary, page 29 of a 1008-page DEIR, and the Aug 14 update summary memo, where is your mitigation plan? This is just another example of the many cheap shots that the GLT has taken against the Haw Blvd option (or if positive for the Haw Blvd option, like ridership, the data is suppressed). In neither reference above do they mention the capacity of parking in the area, which in the median and along Hawthorne Blvd is 310 spaces. So 20 spaces lost is about 6% of total available public parking. To discover this, (I live down the street so I have counted them) you have to go to DEIR Non-CEQA Documents, Transportation Detail Report, Section 3, to discover total available public parking. No mitigation plan. No assessment of ample parking on private commercial property available to customers either. And no assessment of utilization, which during normal business hours on weekdays is less than half for both public and private capacity. Nevertheless, during walks with GLT staff along Haw Blvd (spring 2022), before we knew the number of spaces which would be lost (and I give credit to the design team for keeping the number low), I made suggestions about how more parking space could be created to offset any loss. For example, there is a half lot on the west side of Haw Blvd south of 169th Street which has been vacant for over 30 years. So we can remain calm. This is not Parking Armageddon.

Cost of the BNSF ROW

By the way, a frequent argument for the ROW option is that the ROW has already been purchased. But nobody at Metro seems to know how much it cost. Not an Executive Officer of Transit Asset Management, her contacts, nor Metro records. I suspect that is a negligible amount compared to the total project, which would make that argument in favor of ROW path meaningless.

Questions?

As I noted earlier, the Honorable Board Clerk has my contact information, and Metro Board of Directors and their staff are welcome to contact me about this report.



BoardClerk@Metro.net

Re: General Public Comment on Los Angeles Aerial Rapid Transit Project Final Environmental Impact Report (FEIR)
(Against)
For January 25, 2024 Metro Board Meeting

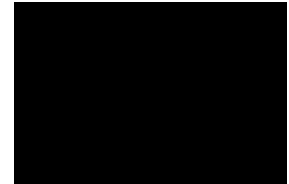
Dear Metro Board:

Representing Clockshop, I write to address LAART's FEIR and make a general public comment.

Clockshop is a 501c3 nonprofit that has worked in partnership with California State Parks as a cooperating association for a decade to provide free community arts and cultural events in public green spaces. Some of our key programs include an annual Kite Festival in **LA State Historic Park**, a Reading and Listening by Moonrise concert series, youth arts workshops, and temporary public art installations by some of LA's most rigorous BIPOC visual artists. Over 10,000 community members yearly take advantage of our free cultural offerings. We often work in partnership with environmental justice advocates, because we see our work in the arts as a key pathway for community members to form emotional connections to public land and advocate to preserve it. As part of that work, we speak out against private developments and government infrastructure projects that negatively affect the communities around the public park spaces that we work within, and advocate for those that provide better access and sustainability for those communities. Clockshop became aware of this project in 2018, and has researched and engaged with partners in assessing the impact of this project on the park and the surrounding communities.

The private aerial tramway that LA ART intends to build on behalf of Frank McCourt to go 1.2 miles from Union Station to near the gold line stop and then over the **LA State Historic Park** and residential communities to Dodger Stadium. This project would have devastating impacts on our community for decades, including removing **81 mature trees from LA State Historic Park, closing the park for two years, and killing or dramatically reducing our annual People's Kite Festival and other popular free community park events.** Cable cars would be zooming by, 19 hours a day, only 26 feet over the heads of parkgoers. It would forever alter this beloved historic park, historic Olvera Street, Union Station, and the surrounding neighborhoods of Chinatown, Solano Canyon, and Lincoln Heights.

Clockshop is strongly opposed to this project, as it would deeply impact our operations as a non-profit, and would incredibly negatively impact LA State Historic Park, which is the key site for most of our arts and cultural activities.



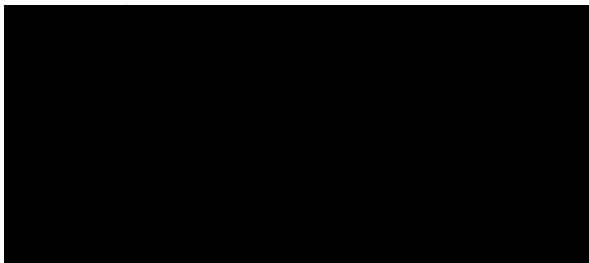
Good alternatives to the LA Art project have not been adequately studied in the FEIR. The existing Dodger Express has been consistently cited as the preferred method of transport by community stakeholders. A regional event bus system, like the one at the Hollywood Bowl, is a proven and effective alternative that would serve far more people across the region than this LA Art project. An electrified fleet of regional busses would not be nearly as costly and could be used for other purposes off-season.

Conclusion

Clockshop strongly opposes this project, which would layer unnecessary negative environmental impact, remove free public park space, access, and viewsheds, and interrupt or remove free community cultural programs that serve primarily surrounding communities of color. It is not fair, and it is not right to do this to the generations of community members that fought for this public green space with blood, sweat, tears. There is no public benefit to this project that does not already exist in another already funded, already public, free form (i.e. the Dodger Express).

Clockshop's staff, board, and diverse community of parkgoers agree that this project should be immediately terminated, and we urge Metro's board to reject LA ART's EIR.

Sincerely,



January 2024 RBM General Public Comments

From: [REDACTED]

> Sent: Tuesday, January 9, 2024 7:09 PM

> To: ServiceCouncils <ServiceCouncils@metro.net>

> Subject: Public comment

>

> LIFE program fraud? 20 free rides billed and credited at \$150!? That's more than \$7 a ride, why? Is there welfare fraud here ?

>

> Thank you

From: [REDACTED]

Sent: Sunday, January 21, 2024 12:29 PM

To: Board Clerk <BoardClerk@metro.net>

Subject: General Public Comment - Jan 25 2024 - LA Metro BOD Meeting

Hello LA Metro. My name is Faraz Aqil, and I would like to discuss about the Gondola ART project to Dodger Stadium. I'm aware the Gondola item is not on the agenda, but this item is likely to come up in a future meeting. I want the Board to know that while I support having a transit line from Dodger Stadium to Union Station/Chinatown Station A (Blue) Line, choosing the Gondola option would be the worst choice.

My main concern is the frequencies and capacity for each gondola cabin, the claim it can transport approximately 5,0000 riders per an hour, and how it's suppose to take just 23 seconds to drop off/pick up riders. I submitted a comment that can be found in the "Final Environmental Impact Report, Volume II", Comment Letter P49. According to the info I got from the Draft EIR, I estimated the actual number of riders per an hour going 1-way is 2,000 riders (not 5,000 riders) and it'll take about 1 minute to drop off/pick up riders (not 23 seconds). But in the author's response, they still insist that the 23 seconds per cabin projection is still correct and ignored my concerns about factors that will make that time take longer like wheelchair users, bike riders, & baby strollers, as well as the practicality of not getting 30-40 people in and out of a gondola cabin within 23 seconds consistently.

The author of the report even claims in the section "Topical Response B Ridership Model" (Volume I, page: 6.0-37) that the wait time will just be 7 minutes for an maximum queue of 603 riders (representing 85% of pre-game riders) at the Alameda Station (even though using their own numbers, 8,630 people in year 2026 (during a High Day) are expected to use the gondola after a Dodgers' game [which according to my calculations will have to wait over 1 hr and 30 minutes just to board]). And this isn't even bringing up the expected 13,030 ridership levels for a high day in year 2042 (which I calculate to have over 2 hrs of wait time). Even if half of that number were queued up, that would still be over 45 minutes of waiting in line (and over an hour of waiting for riders in year 2042). This makes the gondola a worse choice for transporting riders than the current Dodger Stadium Express bus service (since that service takes at most 19 minutes according to "Topical Response B").

I have read better ideas than the gondola that were suggested in the Final EIR report:

1) A direct sidewalk on the side of Stadium Way street (since there is currently no direct sidewalk). The sidewalk distance is less than 0.35 miles needed to connect Chinatown at N. Broadway & Bishops Rd to the Dodgers parking lot (and this not even including an already existing 0.40 miles sidewalk within the LA State Historic Park which runs parallel to the A [Blue] Line and can be used to travel between Chinatown Station & Bishops Rd). Even if the sidewalk has to be made with stairs, a People Mover system, or wheelchair ramps (ADA compliant) that are climbing up the hill, it is still a better option than the Gondola option.

2) A rail train that can connect from Union Station to Dodger Stadium. Maybe you can even allow the West Santa Ana Branch train (*new name pending*) to extend an underground rail line from Union Station

to Dodger Stadium and only open that section during Dodgers games/events (just like how LA Metro is thinking of doing a section for the K Line Northern Extension to the Hollywood Bowl that's only open during events).

Please choose a different mode of transportation to get to Dodger Stadium. I'll even tolerate just continuing the Dodger Stadium Express buses so long as LA Metro significantly increases the current frequency so riders can be transported more quicker.

Thank you for taking the time in reading this public comment.

Sincerely,

A solid black rectangular box used to redact the signature of the author.

From: [REDACTED]
Sent: Tuesday, January 23, 2024 11:18 AM
To: Board Clerk <BoardClerk@metro.net>
Subject: LA resident General Comment

Hello there.

I am a UCLA professor who studies the impact of gentrification on communities' health and standard of living. I respectfully submit that the Gondola proposal is one of the most egregious assaults by corporate interests in decades. Of course this city must grow and reconcile the need for more effective public transportation. Gondolas are not public transportation. They take up square footage of course; but they also take up square air-age. In a city where so many public spaces are used by people without yards or grass of their own, we simply cannot also take away their view of the sky from the park areas under the proposed gondola. We cannot justify the loss of the mature trees, the closing of the park, the ignoring of the people who live in the surrounding neighborhoods.

I appreciate your service to our great city. And thank you for taking the time to hear our concerns.

Sincerely,

[REDACTED]

From: [REDACTED]
Sent: Tuesday, January 23, 2024 11:10 AM
To: Board Clerk <BoardClerk@metro.net>
Subject: public comment

Dear Metro Board,

I believe that the gondola project from Union Station to Dodger Stadium is the wrong project at the wrong time. The work that my organization, Clockshop, has been engaged with for the past decade with California State Parks has taught me that public open space is the first land grab to happen by developers. I have been watching how the gondola proposal has been presented to the public and I absolutely believe that it has not been communicated about directly and transparently. What does Frank McCourt and LA Art plan to do with the Dodger Stadium Parking lot after the gondola is built? What development will take over and how in any way will it be environmentally or housing friendly? Please first try out adding an additional fleet of electric buses before cutting down 80+ trees and taking over the public right of way and land that has been fought for and preserved for the public. I am firmly against the gondola project.

Thank you,

[REDACTED]

[REDACTED]

[REDACTED]

From: [REDACTED]

Sent: Tuesday, January 23, 2024 1:54 PM

To: Board Clerk <BoardClerk@metro.net>

Subject: Public Comment - Jan 25 Board Meeting

This is a comment to express my deep opposition to the proposed Gondola project to Dodger Stadium, which is no longer an item on the agenda for the meeting. Nevertheless, I am moved to send this written comment in lieu of attending the meeting in person where I was prepared to give a live comment on this topic.

I've been a Dodger fan since I was kid growing up in LA (and for over 40 years), and I share partial season tickets. Even if the gondola decreases car traffic around the stadium, I'd much rather see money spent on improving the Dodger Stadium Shuttle as well as the pedestrian and cycling infrastructure around the Stadium. The shuttle could be a fleet of electric buses, for example, or have the kind of extra Dodger energy and bells & whistles added to it so that it's more fun; but mainly, please keep the shuttles be clean, comfortable, expedient and easy, which would all go towards increasing ridership. (I haven't driven and parked at Dodger Stadium in over 15 years. I've taken the shuttle from Union Station many times to games and it's better than driving and it saves money that would have otherwise been spent on expensive parking that only enriches owners of the parking lots even more.) I am very fortunate in that I have the privilege of being able to walk to the Stadium. I have also ridden my bike. I am asking Metro, the City and the Dodgers to make the non-driving options more attractive and more comfortable because there are other ways to address congestion around Dodger Stadium other than this gondola.

The gondola is not worth the negative impacts on the residential community including those who would live under its path. It would damage the quality of life of people in Chinatown, Solano and surrounding areas to have this over their homes. I live near the Stadium and, even though I would benefit from a possible decrease in car traffic with this gondola, I still strongly oppose it. I recognize and am familiar with the controversial history of Chavez Ravine and the residents forced out of their homes to make it possible for Dodger Stadium to be built. We must not further negatively impact the people who still live in this area, and Metro and the Dodgers must be and remain good stewards and responsible leaders within the community.

I also love LA State Historic Park and it has been my main park for many years. The view of the Downtown skyline across the expanse of the park is a gem. The skies are filled with flying kites, swallows, other birds and natural elements that make the Park special. This Park was Made By People and has been nurtured by people. Now people are speaking up and organizing to keep it beautiful and to preserve it. We're doing what we can to let the trees grow and mature. Having 81 mature trees removed for this gondola is a negative impact in so many ways. After considering its impact, I don't want this gondola to affect the beauty and enjoyment of our park that so many

people have worked so hard to build and nurture. This Park will continue to thrive and the gondola thwarts that growth.

Finally and again as a Dodger fan who remembers the Frank McCourt ownership of the Dodgers, I don't want to enrich him further with this gondola and possibly support any future real estate projects involving him and the parking lots he still controls. Please do not move forward with the gondola.

Sincerely,

A solid black rectangular redaction box covering the signature.

From: [REDACTED]

Sent: Tuesday, January 23, 2024 4:55 PM

To: Board Clerk <BoardClerk@metro.net>

Cc: tany.ling@gmail.com

Subject: STOP THE GONDOLA, written comment for January 25 METRO board meeting

Dear LA Metro board members,

Please do not support this ludicrous proposal for a Gondola through the heart of historic Los Angeles.

In any other city of the world a proposal like this would be dead at arrival. The fact that we are even considering it puts the city of Los Angeles to shame.

Have one look at the laart.la website, and see their photo impression for the Olvera Street station, and know that your names will live on in infamy when that thing gets a pass from you as board members. Is this what you like to be your legacy mayor Bass?

Which other city in the world would say, yeah let's build a massive juggernaut of concrete, glass and steel smack on top of the oldest part of our town? Imagine this thing in the heart of the Amsterdam canal belt or Ile de la Cité in Paris. We already have such a long history of scarring our city through colossal infrastructure projects, please stop that cycle now.

When the LA State Historic Park was opened, it gave me hope. Maybe Los Angeles is a place that can slowly become a more gentle and livable place. A place by and for the people. With the arrival of the Gondola that new spring for Los Angeles will be nipped in the bud.

The greenwashing and culture-washing done by the PR around this project is as transparent as it is disgusting. Megalomaniacal projects like this always end up costing the taxpayer. Building huge infrastructure like this per definition creates a lot of CO2 emissions. So spare us the lies about zero emissions.

It does virtually nothing to alleviate the congestion of the city, as shown in the UCLA study. 608 cars less on the road, really, that's it? And what about all of the extra cars coming to park in and around historic LA to make their 8 minute joy ride?

What Angelenos need is for LA Metro to put their time, energy and money into "unsexy" projects, like having the existing trains and buses run more frequently, and expand existing lines.

This project will benefit only already extremely wealthy project developers that once again will get free reign to become even richer, at the expense of everyone else in this city.

Dear board members, the electorate of Los Angeles will remember your decisions on this project.

Don't let this thing come back to haunt you.

With love and warmth,

[REDACTED]

From: [REDACTED]
Sent: Tuesday, January 23, 2024 2:35 PM
To: Board Clerk <BoardClerk@metro.net>
Subject: Subject: Public Comment - Jan 25 Board Meeting

Hello, I'm writing in to express my opposition to the proposed Gondola project to Dodger Stadium.

I'm an Echo Park resident who at times can be negatively affected by the traffic in and out of Dodger stadium. However I feel the minor inconvenience living around the area during stadium events is not worth this investment in building out a gondola. The whole project feels like a money grab and a gimmick. It will be eyesore over LA historic park that is unnecessary and does nothing to benefit the residents that will be living under the gondola's path.

Please do not move forward with this ill conceived terrible idea.

Thank you

[REDACTED]

From: [REDACTED]

Sent: Wednesday, January 24, 2024 10:15 AM

To: Board Clerk <BoardClerk@metro.net>

Subject: 1/25/24 General Comment 2024-0044

Hello:

I wish to express my opposition to LA Metro and LA ART's gondola project. This vanity project is an atrocious overreach of privilege that would negatively impact our community for generations to come, especially when inevitably a project like this becomes a taxpayer liability. Instead of wasting time and energy on this expensive farce, Metro should be focusing on improving the safety and quality of existing public transportation. There are immediate things that can be done, like adding additional shuttles for games and increasing security presence, that will alleviate congestion issues and increase rider confidence at a fraction of the cost of this proposed gondola project. Please return to realistic problem solving instead of chasing exorbitant pies in the sky.

Thank you,

[REDACTED]

From: [REDACTED]
Sent: Wednesday, January 24, 2024 10:25 AM
To: Board Clerk <BoardClerk@metro.net>
Subject: Board of Directors meeting, January 25, 2024 (Gen. Pub. Comment)

Good morning.

This is [REDACTED] speaking on the Green Line.

At the P and P meeting last week, I sent you a display from a computer tool that determines whether a census tract is considered disadvantaged. **I showed how the ROW path of the Green Line goes right through one of those disadvantaged residential communities in Lawndale**, a very dense South Bay city. (Figure 1)

I also have previously sent pictures of the ROW, showing how it is one of the few sylvan, cool spots in Lawndale. (Figure 2)

I now want to talk on a related issue. The newspapers have all reported that 2023 was the hottest year ever recorded. Furthermore, 10 of the last 10 years have been the hottest since record keeping started.* This heat warming of the planet was not at the top of peoples' minds back in 2018, when the ROW was first studied in detail. But now, we should be looking to the future and **preserve** important green spaces in our cities.

Putting the Green line on Hawthorne Boulevard, where the red car line used to run, makes so much more environmental sense, and quality of life sense, than putting it on the ROW..

Thank you

[REDACTED]

*National Science Centers for Global Information, *Annual 2023 Global Climate Report*.

"The year 2023 was the warmest year since global records began in 1850 at 1.18°C (2.12°F) above the 20th century average of 13.9°C (57.0°F). This value is 0.15°C (0.27°F) more than the

previous record set in 2016. **The 10 warmest years in the 174-year record have all occurred during the last decade (2014–2023).** Of note, the year 2005, which was the first year to set a new global temperature record in the 21st century, is now the 12th-warmest year on record. The year 2010, which had surpassed 2005 at the time, now ranks as the 11th-warmest year on record."

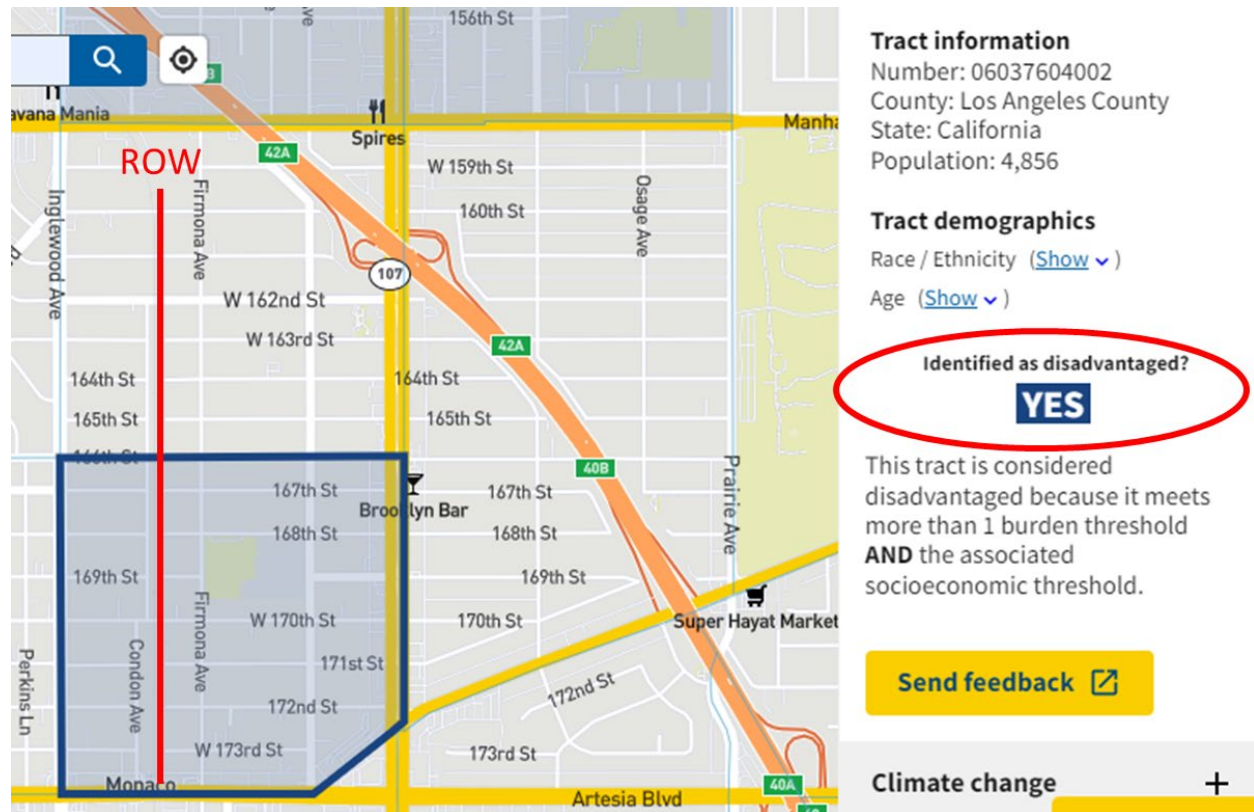


Figure 1. ROW Green Line route through Lawndale residential census tract.

Here is picture of the ROW, taken after the rains in February. It is beautiful and green! with trees!



Figure 2. Lawndale ROW (taken 1 year ago, after February rains in 2023)

From: [REDACTED]
Sent: Wednesday, January 24, 2024 10:27 AM
To: Board Clerk <BoardClerk@metro.net>
Subject: NO TO THE GONDOLA 2024-0044

AGANA # 2024-0044 Public Comment

Due to removal of Metro vote today

Please add to the Public Comments at the end of the January 25th Metro Meeting at 10 AM

I am **opposed** to the **gondola** for the following reasons:

1. Only will serve a private owner, not for the people, This a project vailed in lies and deceit, using a green group to look as if this is an environmentally sound project.
2. McCourt wants to further develop the Dodger parking lots to include an amphitheater retail and restaurants
3. More Traffic will happen around Elysian Park hence more air pollution
4. Gigantic flying billboards, once naming rights are established
5. Emanate domain of the Calif Endowment building
6. Massive tree removals.

[REDACTED]
[REDACTED]
[REDACTED]



From: [REDACTED]
Sent: Wednesday, January 24, 2024 11:38 AM
To: Board Clerk <BoardClerk@metro.net>
Subject: Board Meeting Public Comment for January 25th

AGAINST THE GONDOLA.

I cannot include an item number because you keep removing it from the agenda!

This project isn't public transportation and pushing it forward without real answers would be a SHAMEFUL betrayal of our communities. Don't certify the Final EIR. STOP THE GONDOLA.

From: [REDACTED]

Sent: Wednesday, January 24, 2024 1:03 PM

To: Board Clerk <BoardClerk@metro.net>

Subject: Public Comment for January 25th Board Meeting

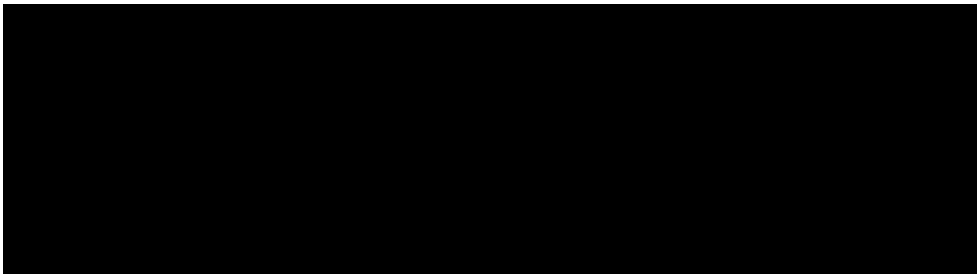
Hello Metro Board members,

My name is Kim Orbe, and I am the Senior Conservation Program for the Angeles Chapter of the Sierra Club. I am writing to give public comment on the Gondola Project. We have been in coalition with members of the community who oppose this harmful and deceitful project. However, I am writing to share my comments with you not as a Sierra Club representative, but as a community member who loves this park and its community.

I am writing to urge you to OPPOSE the Gondola project. This is not an investment that the community is asking for. This is an attack on the local communities. An attack on where they live and play and this project will eliminate their access to the very little outdoor park access they have during construction. Claiming this will ease traffic is a FALSE solution.

I LOVE this park. I have had many meetings with friends, coworkers, and strangers at this Los Angeles State Historic Park which would be tremendously impacted if this project were to pass. I have found so much peace and refuge at this park with its open skies, open space, and birds who now call this place home. I have brought students from Dolores Mission School down the street in Boyle Heights (who have no green space on campus) to experience the nature the park provides. I have camped at Los Angeles State Historic Park with a group of high school students from Compton (in a partnership with state parks and NGO). I have hosted community events like Latino Conservation Week at this park. Every person who has visited this park has walked away with a love for its openness and green space. Even during Covid, community organizations distributed much needed food and resources to community from the park. There is so much value and love for all this park provides to its neighboring communities.

Now, planning to eliminate its open skies by constructing cables and towers for the Gondola will take all of that away. That feeling of connectedness to nature. Gone. Why? Because some private interests have an opportunity to make more money? Please listen and look at the harm that this project will cause. Approving this project would continue to create harm to the local communities, displacement, and gentrification. I am almost certain you know the history of how the Dodger Stadium was built. On the displacement of people of color. This would just be another example of how communities of color are looked at as inconsequential. It is another example of environmental racism. Oppose the Gondola project.





From: [REDACTED]

Sent: Wednesday, January 24, 2024 1:38 PM

To: Board Clerk <BoardClerk@metro.net>

Subject: 1/25/24 General Comment 2024-0044

To whom it may concern,

I would like to voice my objection to the proposed gondola project. Thank you for passing this on and making my voice heard.

[REDACTED]

From: [REDACTED]

Sent: Wednesday, January 24, 2024 2:30 PM

To: Board Clerk <BoardClerk@metro.net>

Subject: STOP THE GONDOLA, written comment for January 25 METRO board meeting

Dear LA Metro board members,

Please do not support the proposal for a Gondola. Los Angeles has been my home all my life and this proposal does nothing to help the local population.

Putting a gondola right through the heart of historic Los Angeles would be like putting a knife through the backs of the hardworking Angelenos that have contributed to the beauty and diverse culture of this amazing city.

The data does not support the lies that Los Angeles Aerial Rapid Transit is spewing. As a Los Angeles native myself, I can tell you now that I will never ride on this gondola and I am spreading the word to my friends and family that they shouldn't either.

The fact that this proposal is being entertained is insulting. I am disappointed in the people that have been supporting this ridiculous proposal up until now.

LA Metro board members, I urge you to listen to the local people that have voted for you and supported you. We the people of LA are watching, and your own actions will show us whether we can or can't trust you to take our best interest. Please don't let us down.

With love,

[REDACTED]

From: [REDACTED]
Sent: Wednesday, January 24, 2024 3:02 PM
To: Board Clerk <BoardClerk@metro.net>
Subject: LA ART GONDOLA January 25, 2024, Metro Board Meeting, Item No. [not provided]

SCH Number: 2020100007
Lead Agency: Los Angeles County Metropolitan Transportation Authority (LSCMTA)
Document Title: Los Angeles Aerial Rapid Transit Project

City officials have apparently learned nothing (or have benefitted from) the previous business dealings involving Dodger Stadium, Frank McCourt, et al. I refer to the sale of the stadium - touted as a great "win" for the people and City of Los Angeles - which did not include the parking lots. That omission gave and continues to give McCourt and his fellows a revenue stream which should have been part of the "sale."

Now the people and City, and particularly the residents of the area north and west of downtown, are being asked to approve another venture which will do nothing to relieve traffic congestion and have little to no impact on logistics except to those who live near or under the path of this ridiculous route. The main beneficiary of this project will be McCourt and his fellows; since he is already very well situated financially, one has to wonder why giving additional millions to an already wealthy individual would take precedence over the health, safety, and livability of our neighborhoods and their residents.

Approval of this project will tarnish every official, consultant, investor, and proponent involved, and the voters will not forget.

This project should be cancelled outright, and never revived.

From: [REDACTED]
Sent: Wednesday, January 24, 2024 4:38 PM
To: Board Clerk <BoardClerk@metro.net>
Subject: 2024-0044 Gondola

Hello,

I am against the Gondola with the given information. I'm unclear why we can't exhaust other solutions like adopting more bus routes like they do for the Hollywood Bowl which works effectively and efficiently. Not clear how much a ride will cost. Not clear on the line between private and public monies to fund the project and maintain the gondola. There have also been some large scale development plans for housing and retail, I want to understand how that tethers together with this plan.

I am not eager to see a park interrupted nor old growth trees felled. I don't want to risk having it start and be under funded and sit half built.

So many concerns. We need more transparency.

Thank you,

[REDACTED]
[REDACTED]



MINUTES

Thursday, January 25, 2024

10:00 AM

Board of Directors - Regular Board Meeting

DIRECTORS PRESENT:

**Karen Bass, Chair
Janice Hahn, Vice Chair
Fernando Dutra, 2nd Vice Chair
Kathryn Barger
James Butts
Jacquelyn Dupont-Walker*
Lindsey Horvath
Holly J. Mitchell
Ara J. Najarian
Tim Sandoval
Hilda Solis**

Monica Benavides, non-voting member

Stephanie Wiggins, Chief Executive Officer

***Attended Virtually
Marriott Hotel
3 Statehouse Plaza
Little Rock, AR 72201**

CALLED TO ORDER: 10:10 A.M.

ROLL CALL

1. APPROVED Consent Calendar Items: 2, 9, 10, 11, 12, 22, 23, 26, 27, 28, 31, and 35.

Consent Calendar items were approved by one motion except for item 9, which was held for separate action.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	Y	Y	A	A	Y	A	Y	A	Y	Y	A	Y

*Voting Deviations:

Item 35 – the following Director was conflicted: LH

2. **SUBJECT: MINUTES** **2024-0045**

APPROVED ON CONSENT CALENDAR Minutes of the Regular Board Meeting held November 30, 2023.

3. **SUBJECT: REMARKS BY THE CHAIR** **2024-0042**

RECEIVED remarks by the Chair.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
P	P	P	P	P	P	A	P	A	P	P	A	P

4. **SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER** **2024-0043**

RECEIVED report by the Chief Executive Officer.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
P	P	P	P	P	P	A	P	A	P	P	A	P

7. **SUBJECT: FISCAL YEAR 2025 BUDGET DEVELOPMENT PROCESS** **2023-0728**

RECEIVED AND FILED The Fiscal Year 2025 (FY25) Budget Development Process.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
P	P	P	P	P	P	A	P	A	P	P	A	P

KB = K. Barger	FD = F. Dutra	HJM = H.J. Mitchell	KY = K. Yaroslavsky
KRB = K.R. Bass	JH = J. Hahn	AJN = A.J. Najarian	
JB = J. Butts	LH = L. Horvath	TS = T. Sandoval	
JDW = J. Dupont Walker	PK = P. Krekorian	HS = H. Solis	

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

9. SUBJECT: PARKING ENFORCEMENT SERVICES

2023-0701

AUTHORIZED the Chief Executive Officer (CEO) to execute a five-year, firm-fixed-price Contract No. PS104041-2000 to SP Plus Corporation for parking enforcement services in the amount of \$6,446,435, subject to resolution of any properly submitted protest(s), if any.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	Y	Y	Y	A	Y	A	Y	Y	Y	C	A	A/C

10. SUBJECT: MEASURE R MULTIMODAL HIGHWAY SUBREGIONAL PROGRAMS UPDATE

2023-0484

APPROVED ON CONSENT CALENDAR:

- A. \$23,898,269 in additional programming within the capacity of Measure R Multimodal Highway Subregional Programs and funding changes via the updated project list, projects within this Measure R Multimodal Highway Subregional Program are inclusive of traffic signal, pedestrian, bicycle, transit, and roadway improvements;
- B. the deobligation of \$1,200,000 in previously approved Measure R Multimodal Highway Subregional Program funds for re-allocation to other existing Board-approved Measure R projects;
- C. DELEGATING the Chief Executive Officer (CEO) or their designee the authority to administratively extend funding agreement lapse dates for the Measure R I-5 North Mitigation Projects Funding Agreements to meet environmental, design, right-of-way, and construction time frames; and
- D. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements for Board-approved projects.

11. SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM ANNUAL UPDATE - LAS VIRGENES/MALIBU SUBREGION

2023-0734

APPROVED ON CONSENT CALENDAR:

- A. REPROGRAMMING of project previously approved to meet environmental, design, right-of-way, and construction time frames in Measure M Multi-Year Subregional Program (MSP) Active Transportation, Transit, and Tech Program;
- B. the programming of an additional \$11,500,000 within the capacity of Measure M MSP Highway Efficiency Program;
- C. AUTHORIZING the Chief Executive Officer (CEO) or their designee to negotiate and execute all necessary agreements and/or amendments for approved projects.

12. SUBJECT: OPEN AND SLOW STREETS GRANT PROGRAM CYCLE FIVE 2023-0450

APPROVED ON CONSENT CALENDAR:

- A. AWARDING \$5 million to the Open and Slow Streets Grants Program Cycle Five to fund 16 events scheduled through December 2025; and
- B. REPROGRAMMING Cycle Four funds not expended by December 31, 2023, up to the amount of \$500,000, towards Cycle Five, increasing the total available funding amount for Cycle Five to \$5.5 million.

22. SUBJECT: MENTAL HEALTH TRAINING AND SERVICES REFERRAL MOTION 2024-0031

APPROVED ON CONSENT CALENDAR Motion by Directors Hahn, Solis, Horvath, Barger, Dutra and Sandoval that the Board direct the Chief Executive Officer to coordinate with the LA County Department of Mental Health, as well as applicable local jurisdictions, such as the City of Long Beach, in order to:

- A. Provide appropriate mental health training to frontline Metro staff and contractors, including resources, situational awareness information, and referral materials; and,
- B. Develop a way for Metro personnel to access intensive mental health outreach, engagement, and treatment and/or alternative crisis response services when indicated for persons on the Metro bus and rail system.

We further direct the CEO to report back to the Board on the above items in 90 days.

23. SUBJECT: SOUTHEAST LA CULTURAL CENTER CONNECTIVITY AND ACCESS MOTION 2024-0030

APPROVED ON CONSENT CALENDAR Motion by Directors Hahn, Solis, and Dutra that the Board direct the Chief Executive Officer to plan for transportation and access for the future SELA Cultural Center, including:

- A. First-/last-mile efforts to be included in future plans for Gardendale Station, including any unique funding opportunities linked to transit and the arts; and,
- B. Multi-jurisdictional coordination to address future access to the SELA Cultural Center, including Metro, LA County Public Works, the California State Department of Transportation (Caltrans), and applicable local jurisdictions.

We further direct the CEO to report back on the above directives in 120 days.

24. SUBJECT: STATE AND FEDERAL REPORT

2023-0769

RECEIVED AND FILED January 2024 State and Federal Legislative Report.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
P	P	A	P	A	P	A	P	P	P	P	A	A

26. SUBJECT: PROCUREMENT OF NON-INVENTORY PAPER PRODUCTS

2023-0737

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a five-year, firm fixed unit rate Contract No. PS106951000 to Fusion Media, the lowest cost responsive, responsible bidder for non-inventory paper products, in the not-to-exceed amount of \$3,500,000 inclusive of sales tax, effective February 1, 2024, subject to the resolution of any properly submitted protest(s).

27. SUBJECT: TREE TRIMMING MAINTENANCE SERVICES METRO G LINE (ORANGE)

2023-0702

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a firm fixed unit rate Contract No. OP496040008370 to Thrifty Tree Service, Inc., the lowest responsive and responsible bidder, to provide tree trimming maintenance services along the Metro G Line (Orange), in the not-to-exceed (NTE) amount of \$1,415,000 for the three-year base period, and \$914,500 for the one, two-year option, for a total combined NTE amount of \$2,329,500, effective February 29, 2024, subject to the resolution of any properly submitted protest(s), if any.

28. SUBJECT: CONTRACT MODIFICATION WITH BYD FOR DEPOT AND OPPORTUNITY CHARGER INSTALLATION

2023-0460

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer (CEO) to execute Contract Modification No. 17 to BYD Coach & Bus, LLC, to perform the procurement and installation of four (4) 360kW depot chargers at Division 9 (D9) and the installation of four (4) 450kW Opportunity chargers at the El Monte Transit Center (EMTC) at a firm fixed price of \$6,470,605, including tax and delivery.

31. SUBJECT: METRO MICROTRANSIT FARE CHANGE

2023-0729

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

- A. IMPLEMENT the approved base fare of \$2.50 for Metro’s MicroTransit program, Metro Micro;
- B. INTEGRATE transfers with bus and rail services into the MicroTransit service; and

(continued on next page)

(Item 31 – continued from previous page)

C. INCORPORATE the Low Income Fare is Easy (LIFE) program and other Metro discount programs into the Metro Micro fare structure.

**33. SUBJECT: TRANSIT COMMUNITY PUBLIC SAFETY DEPARTMENT - 2023-0669
IMPLEMENTATION PLAN PROGRESS REPORT**

RECEIVED AND FILED an update on the Implementation Plan for the establishment of a Transit Community Public Safety Department (TCPSD).

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
P	P	P	P	A	P	A	P	P	P	P	A	A

35. SUBJECT: HR5000 HEAVY RAIL VEHICLE (HRV) PROCUREMENT 2023-0738

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

A. AWARD Contract No. HR5000-2023 to the Hyundai Rotem Company for the manufacturing and delivery of 182 heavy rail vehicles (HRVs), in the amount of \$663,688,303 for the base contract buy, exclusive of one (1) contract option for an additional 50 HRVs, totaling 232 HRVs, subject to resolution of the protest submitted to Metro;

B. APPROVE a combined Life of Project (LOP) budget of \$730,057,133, which includes the cost of the vehicle contract of \$663,688,303 and Contract Modification Authority of \$66,368,830; and

C. NEGOTIATE AND EXECUTE future contract modifications to the Contract up to \$1,000,000.

37. SUBJECT: CLOSED SESSION 2024-0050

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

1. Deonta Solomon v. LACMTA, LASC Case No. 19STCV31647

APPROVED settlement in the amount of \$650,000.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	Y	A	A	A	Y	A	Y	Y	Y	Y	A	A

(continued on next page)

(Item 37 – continued from previous page)

B. Conference with Legal Counsel - Anticipated Litigation - G.C. 54956.9(d)(2)

NO REPORT.

C. Conference with Real Estate Negotiator - Government Code 54956.8

Property: 801 East Commercial Street, Los Angeles, CA 90012
Agency Negotiator: Craig Justesen
Negotiating Parties: Life Storage LP and Life Storage Holdings LLC
Under Negotiations: Price and Terms

NO REPORT.

D. Public Employee Performance Evaluation - Government Code Section 54957(b)(1)

Title: Chief Executive Officer, Board Clerk, General Counsel,
Inspector General, Chief Ethics Officer

NO REPORT.

ADJOURNED AT 2:47 P.M.

Prepared by: Jennifer Avelar
Sr. Administrative Analyst, Board Administration



Collette Langston, Board Clerk



Board Report

File #: 2024-0015, **File Type:** Contract

Agenda Number: 6.

**FINANCE, BUDGET, AND AUDIT COMMITTEE
FEBRUARY 14, 2024**

SUBJECT: ORACLE HUMAN CAPITAL MANAGEMENT CLOUD SUITE IMPLEMENTATION

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to:

- A. AWARD a 36-month firm fixed price Contract No. PS100859000 to Deloitte Consulting, LLP for the acquisition and implementation of the Oracle Human Capital Management Cloud Suite application and software support services, in the amount of \$13,919,723, subject to the resolution of any properly submitted protest(s), if any;
- B. APPROVE Contract Modification Authority specific to Contract No. PS100859000 in the amount of \$2,783,945, or 20% of the total contract value, to cover the cost of any unforeseen services or license fees that may be necessary to complete this project; and
- C. EXECUTE individual contract modifications within the Board-approved contract modification authority.

ISSUE

Metro’s payroll system supports over 11,000 staff and provides services every hour of the day, 365 days a year. As such, it is one of the Agency’s mission-critical systems. The current software program is over 25 years old, a standalone customized application built on antiquated technology, supported by a single vendor. Due to its proprietary design, it has very little vendor support. The current system is reaching obsolescence, which presents a significant risk to Metro.

BACKGROUND

For over 25 years, Metro has processed its payroll functions utilizing a custom-developed proprietary

software application. The program provides complete payroll functionality; however, it requires many unique tools to pull and receive data from other Metro Oracle financials and employee work-tracking programs. Historically, Metro has upgraded and enhanced the payroll system to meet minimal technical, business, legal, federal, and state requirements. Metro owns the software. The vendor is responsible for all continued maintenance, training, and program changes. Although this model is effective, the system is proprietary, creating a dependency and increasing the risk of service interruption.

To support the 11,000 staff of the Agency, Metro needs a best-in-class payroll system with the following capabilities:

- Supported by a common industry-wide technology standard with an established, mature manufacturer, readily available technology, and functional resource support.
- Ability to integrate seamlessly with Metro's financial and work tracking systems to minimize custom design interfaces.
- Architectural roadmap that can power the payroll program for the next 20 years.

Metro recently completed an evaluation of replacement options for the current custom developed payroll application. To take the necessary steps to prepare for this RFP, extensive work was completed in 2018-2019, to document over 900 payroll functional system requirements. In 2021-2022 the focus was on evaluating whether Oracle Payroll should be implemented on On-Prem or in the Cloud. After numerous demonstrations and further evaluations of the two platforms ITS, stakeholders, and subject matter experts decided the Cloud solution is the best option for Metro. The stakeholders agreed that with the offered out of the box solutions, minimal customizations would be required. In addition, in December 2023, Metro successfully completed an Oracle E-Business Suite upgrade, upgraded the Oracle databases to version 19C, and upgraded the Middleware layer of the Oracle suite of applications, which was a prerequisite to the Oracle HCM implementation.

DISCUSSION

Metro intends to completely replace the current aging payroll system, the on-premises Oracle Human Resources and Advanced Benefits modules, with an Oracle HCM Cloud Suite implementation. The HCM modules will replace the existing systems and manual processes of Human Resources, Payroll, Benefits, and other business functions.

The Oracle Payroll system is a strong fit due to Metro's current investment in the Oracle platform across many of its core systems, databases, and back-office functions.

The Oracle HCM Cloud Suite offers greater opportunities to leverage more innovative technology across a broader range of core system services. The availability of multiple human resource and workforce management functions within a single platform offers Metro the means to standardize across multiple business areas impacting Metro's diverse, 11,000+ contract and non-contract employees. Further, the Oracle solution provides greater flexibility in scaling the platform as the agency continues working toward its growth objectives.

The implementation of the Human Capital Management (HCM) will replace the existing systems and

will improve and secure the program's operations for many years to come. It will also ensure employee confidence and satisfaction that the operations of payroll will be conducted accurately, timely, and securely. The Human Capital Management (HCM) system is to run the Human Resources (HR), Advanced Benefits (AB), Time Entry, and Payroll for Metro's active employees. The employee facing components of the system will be ADA compliant. The system is intended to be used predominately by the Chief People Office (HR and AB), Finance (Payroll office), and the departmental liaison within the said departments.

The advantages of the upgraded system are the ease of product use and facilitation of employee-related changes, such as Personal Action Forms, workflows between the modules, etc. All the HR, AP, and Payroll functionalities are in one suite of applications, eliminating the need for integration between disparate systems and reducing errors due to manual benefits calculations and intervention. The HR module of the suite will allow employees quicker and more seamless access to their personal information, keeping the content more up to date.

Staff is asking for 20% Contract Modification Authority (CMA) due to the size, complexity, time sensitivity, and potential unknowns for the project. As the project progresses with the in-depth discovery there will be additional process changes and functionalities that need to be addressed for the success of the project. The contingency industry standard for fixed-price software integration contracts is 20%. InfoTech Research Group, provider of unbiased and relevant research to IT Leaders, recommends a minimum 20% - 25% contingency for software implementation projects. The 20% CMA will allow staff to progress with the project unknowns without the time lost due to administrative approvals.

DETERMINATION OF SAFETY IMPACT

The contract award to upgrade the payroll system will have a direct and positive impact on the Agency's safety, service quality, and systems reliability posture. Improving one of Metro's mission-critical systems, which supports a very core business function, will ensure employee confidence and satisfaction that the operations of payroll will be conducted accurately, timely, and securely.

FINANCIAL IMPACT

The contract cost is \$13,919,723. Funding for this service has been approved under project number 207162 under cost center number 5110 Accounting Dept. Life of Project for the Payroll System Upgrade is \$22,856,000. Since this is a multi-year project, the project manager and the Deputy Chief Information Technology Officer will be responsible for budgeting the cost in future years.

Impact to Budget

The funding sources for this project are 80% Federal Grant Section 5307 with 20% TDA 4 as a local match. Both funding sources are operating-eligible funds.

EQUITY PLATFORM

The services are not anticipated to adversely impact customers, since this is an internally used

application. This was an open solicitation and included a 15% DBE goal. The proposals were solicited from both SBE as well as non-SBE vendors. The chosen Systems Integrator (SI) has identified two SBE vendors with a combined overall proposed budget allocation of 16.96%. Both SBEs are local businesses in the LA basin. This satisfies the set goal for minority business(s) participation.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Payroll Systems Upgrade project supports Metro Vision 2028 Strategic Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization.

ALTERNATIVES CONSIDERED

The Board may choose not to proceed with the contract award. This option is not recommended based on both the need and desire to ensure the proper functions and services involved with Metro's payroll program for its 11,000+ staff for years to come.

NEXT STEPS

Upon Board approval, staff will execute Contract No. PS100859000 with Deloitte Consulting, LLP to acquire and implement the Oracle Human Capital Management Cloud Suite application.

ATTACHMENTS

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: William Balter, Deputy Executive Officer, ITS Administration,
(213) 922-4511
Medik Ghazikhanian, Executive Officer, ITS Center of Excellence,
(213) 922-4910
Debra Avila, Deputy Chief Vendor/Contract Management Officer,
(213) 418-3051
Bryan Sastokas, Deputy Chief Information Technology Officer, ITS
Administration, (213) 922-5510

Reviewed by: Ilyssa DeCasperis, Chief People Officer, (213) 922-3048



Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

ORACLE HUMAN CAPITAL MANAGEMENT CLOUD SUITE
IMPLEMENTATION/PS100859000

1.	Contract Number: PS100859000	
2.	Recommended Vendor: Deloitte Consulting LLP	
3.	Type of Procurement (check one) : <input type="checkbox"/> IFB <input type="checkbox"/> RFIQ <input checked="" type="checkbox"/> RFP <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	Procurement Dates :	
	A. Issued : February 17, 2023	
	B. Advertised/Publicized: February 23, 2023	
	C. Pre-Proposal Conference: February 28, 2023	
	D. Proposals Due: March 27, 2023	
	E. Pre-Qualification Completed: November 29, 2023	
	F. Ethics Declaration Forms submitted to Ethics: March 28, 2023	
	G. Protest Period End Date: February 20, 2024	
5.	Solicitations Picked up/Downloaded: 41	Proposals Received: 4
6.	Contract Administrator: Annie Duong	Telephone Number: (213) 418-3048
7.	Project Manager: Medik Ghazikhanian	Telephone Number: (213) 922-4910

A. Procurement Background

This Board Action is to approve the award of Contract No. PS100859000 in support of the acquisition and implementation of the Oracle Human Capital Management (HCM) Cloud Suite application and software support services. Board approval of contract award is subject to the resolution of all properly submitted protest(s), if any.

On February 17, 2023, Request for Proposal (RFP) No. PS100859 was issued as a competitive procurement in accordance with Metro's Acquisition Policy and the contract type is firm fixed price. This RFP was issued with a Diversity & Economic Opportunity Department Race Conscious Disadvantaged Business Enterprise (DBE) goal of 15%.

One (1) amendment was issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on March 13, 2023, extended the proposal due date, revised the Evaluation Criteria/Minimum Requirements and Qualifications to include public sector experience with multiple bargaining unions and updated LOI-15 RC DBE Program, to align with the established DBE goal.

A total of 41 firms downloaded the RFP and were included on Metro's planholders list. A virtual pre-proposal conference was held on February 28, 2023, with 21

participants in attendance representing 12 firms. There were 42 questions received, and responses were released prior to the proposal due date.

A total of four proposals were received by the due date of March 27, 2023, and are listed below in alphabetical order:

1. Applications Software Technology LLC (AST)
2. Deloitte Consulting LLP
3. Infosys Public Services, Inc.
4. KPMG LLP

B. Evaluation of Proposals

A Proposal Evaluation Team (PET) consisting of Metro staff from Information Technology, Accounting, and Talent Management was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria:

Evaluation of Minimum Requirements and Qualifications: These are pass/fail criteria. To be responsive to the RFP minimum requirements, proposers must meet the following:

1. Provide lead implementation and integration services for a minimum of five major Oracle HCM Cloud Suite implementation projects, one of which must be for over 3,000 employees and possess multi-year public sector knowledge;
2. Have led the successful implementation of an Oracle HCM Cloud Suite system for a public sector organization with multiple bargaining unions; and
3. Successfully completed a cross-organizational implementation project for a minimum duration of 12 months, with 2,000 users/recipients, and involved at least three (3) interdependent disciplines/departments/functional areas.

One of the four proposals received was deemed non-responsive to the RFP requirements. Infosys Public Services, Inc. failed to meet all the minimum qualification requirements and was therefore excluded from further consideration.

On May 9, 2023, the PET continued to evaluate the remaining three proposals based on the following weighted evaluation criteria:

- | | |
|---|-----------|
| • Contractor's Business and Service Profile | 20 Points |
| • Public Sector Knowledge and Experience | 30 Points |
| • Project Methodology, Approach, and Schedule | 30 Points |
| • Cost Proposal | 20 Points |

The evaluation criteria are appropriate and consistent with criteria developed for similar types of procurements. Several factors were considered when developing

these weights, giving the greatest importance to both the public sector knowledge and experience; and project methodology, approach, and schedule. The PET evaluated the proposals according to the pre-established evaluation criteria.

On May 25, 2023, the PET reconvened and determined that all three firms were within the competitive range and were invited to participate in interviews from June 2, 2023 to July 10, 2023. Each firm had the opportunity to present their team's qualifications and respond to the PET's questions.

Following interviews, the PET finalized technical scores based on written proposals and interviews. On July 24, 2023, the PET completed its evaluation and determined Deloitte Consulting LLP to be the highest ranked proposer. Staff conducted negotiations with the firm on pricing and terms and conditions through December 2023.

Qualifications Summary of Firms within the Competitive Range:

Deloitte Consulting LLP

Deloitte Consulting LLP (Deloitte), a subsidiary of Deloitte LLP, is a member firm of Deloitte Touche Tohmatsu Limited (DTTL). It provides consulting, risk management, financial advisory, audit, and tax services. Deloitte has implemented numerous public-sector HCM projects for over three decades, including some of the largest and most complex implementations in the US and overseas. It has deployed similar solutions for several purpose-driven global organizations such as Catholic Relief Services, Save the Children, along with public sector organizations like Metrolinx, University of Pittsburg, and DeKalb County. Deloitte has around 3,000 certified Oracle Cloud HCM consultants globally, assisting more than 300 clients through their HR transformation journeys on Oracle Cloud. These clients vary across industries and sectors like healthcare, banking and finance, utilities, construction, and hospitality.

Deloitte's proposal demonstrated strong functional, technical, and project management competence and the necessary capabilities to implement the Oracle HCM cloud solution for Metro. It has implemented Oracle HCM cloud solutions in many organizations similar to Metro and has qualified staff with years of experience in Oracle Cloud HCM implementations.

Applications Software Technology LLC (AST)

Applications Software Technology (AST), headquartered in Lilse, IL, has been in business for over 26 years. It is a full-service enterprise systems integrator, serving and guiding digital transformation for clients in the government and commercial sectors. From on-premises applications to modern cloud technology, AST's services encompass all aspects of Enterprise Resource Planning, Business Intelligence, Enterprise Performance Management, Customer Experience, and Middleware.

KPMG LLP

KPMG LLP, headquartered in New York, NY, is the US member firm of the KPMG global organization of independent professional services firms providing audit, tax and advisory services. Its origin can be traced back to 1987 and since 1994, has been a limited liability partnership registered in Delaware. The KPMG global organization operates in 143 countries and territories and has more than 30 years of experience in large-scale, global Oracle technology enabled HR Transformation programs providing audit, tax, and advisory services. For more than 40 years, KPMG has helped some of the largest companies including Metro, City of Los Angeles, Los Angeles Department of Water and Power, Los Angeles Port Authority, Bay Area Toll Authority, California Department of Transportation, Metrolinx, and Austin CapMetro.

The following is a summary of the PET scores:

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	Deloitte Consulting LLP				
3	Contractor's Business and Service Profile	90.00	20.00%	18.00	
4	Public Sector Knowledge and Experience	85.33	30.00%	25.60	
5	Project Methodology, Approach and Schedule	84.67	30.00%	25.40	
6	Cost Proposal	67.65	20.00%	13.53	
7	Total		100.00%	82.53	1
8	Applications Software Technology LLC (AST)				
9	Contractor's Business and Service Profile	72.00	20.00%	14.40	
10	Public Sector Knowledge and Experience	71.33	30.00%	21.40	
11	Project Methodology, Approach and Schedule	62.33	30.00%	18.70	
12	Cost Proposal	100.00	20.00%	20.00	
13	Total		100.00%	74.50	2
14	KPMG LLP				
15	Contractor's Business and Service Profile	78.00	20.00%	15.60	
16	Public Sector Knowledge and Experience	74.67	30.00%	22.40	
17	Project Methodology, Approach and Schedule	78.67	30.00%	23.60	
18	Cost Proposal	47.05	20.00%	9.41	

19	Total		100.00%	71.01	3
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C. Cost Analysis

The recommended price has been determined to be fair and reasonable based upon an independent cost estimate (ICE), cost analysis, technical analysis, fact finding and negotiations. The negotiated amount is approximately 9% lower than the ICE.

Staff successfully negotiated cost savings of \$850,000.

	Proposer Name	Proposal Amount	Metro ICE	Negotiated Amount
1.	Deloitte Consulting LLP	\$14,769,723	\$15,251,200	\$13,919,723
2.	Applications Software Technology LLC (AST)	\$9,989,226		
3.	KPMG LLP	\$21,233,087		

D. Background on Recommended Contractor

Deloitte Consulting LLP, a subsidiary of Deloitte LLP, is headquartered in New York, NY and has an office in Los Angeles. Its public sector clients in California include the County of Los Angeles, California Statewide Automated Welfare System, California Healthcare Eligibility, Enrollment and Retention System, California Department of Public Health, California Department of Motor Vehicles, California Department of Water Resources, California Department of Fish and Wildlife, California State Teachers' Retirement System, California Department of Transportation, Los Angeles Department of Water and Power, Los Angeles World Airports, and the City of Los Angeles.

The Deloitte team includes two DBE-certified subcontractors: Kaygen Inc. providing functional, technical, and training support and E.K. Technologies DBA E.K. Associates providing administrative, training, and change management support. Deloitte Consulting LLP has previously worked with its subcontractors on several Oracle, public agency, and transportation projects across the country.

The Deloitte organization has provided financial advisory support services to Metro and performance has been satisfactory.

DEOD SUMMARY

**ORACLE HUMAN CAPITAL MANAGEMENT CLOUD SUITE
IMPLEMENTATION/PS100859000**

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established a 15% Disadvantaged Business Enterprise (DBE) goal for this solicitation. Deloitte Consulting, LLP exceeded the goal by making a 16.69% DBE commitment.

Small Business Goal	15% DBE	Small Business Commitment	16.69% DBE
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	DBE Subcontractors	Ethnicity	% Committed
1.	Kaygen , Inc.	Subcontinent Asian American	12.73%
2.	EK Associates, Inc.	Subcontinent Asian American	3.96%
Total Commitment			16.69%

B. Local Small Business Enterprise (LSBE) Preference

The LSBE preference is not applicable to federally funded procurements. Federal law (49 CFR § 661.21) prohibits the use of local procurement preferences on FTA-funded projects.

C. Living Wage and Service Contract Worker Retention Policy Applicability

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

D. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

E. Project Labor Agreement/Construction Careers Policy

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



Board Report

File #: 2024-0014, **File Type:** Contract

Agenda Number: 13.

**EXECUTIVE MANAGEMENT COMMITTEE
FEBRUARY 15, 2024**

SUBJECT: COPY CENTER EQUIPMENT AND SERVICES

ACTION: APPROVE CONTRACT AWARD

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute a five-year, firm-fixed unit rate Contract No. PS110623000 to Canon Solutions America, Inc. to provide copy center equipment and services in a not-to-exceed amount of \$1,917,720, effective March 1, 2024, subject to the resolution of protest(s), if any.

ISSUE

The existing contract for the lease of high-speed copiers, document finishing equipment, maintenance, and other services will expire on April 30, 2024.

Approval of this Contract will allow for the installation/mobilization period required for the acquisition and installation of the new high-speed copier equipment and the removal of the old equipment.

BACKGROUND

The current contract with Canon Solutions America, Inc. has been in place since October 1, 2018, and the equipment is now outdated, with the period of performance ending on April 30, 2024.

Due to the heavy use of the equipment, it is reaching the expected life cycle replacement, and the new contract will allow Metro to implement new technology and software Managed Print Services (MPS). The MPS monitors the usage of the copiers and addresses malfunctions and required repairs. In addition, it automates orders for replacement parts and supplies. This will allow for efficient management of printing and imaging services.

DISCUSSION

Metro requires high-speed copy machines, laminating equipment, binding, and other finishing equipment to produce a wide range of documents that are required for agency business, including:

- Bus and rail “shake-up” materials
- Board and committee agenda packets

- Budget books
- Bound departmental reports
- Departmental forms
- Large format blueprints and posters
- Procurement IFB and RFP Packages
- Training manuals
- EIR/EIS and other planning documents

Metro's Copy Center produces documents when it is more cost effective and at a higher quality than is possible on convenience copiers. This contract will replace the current contract with Canon Solutions America, Inc.

DETERMINATION OF SAFETY IMPACT

Approval of this Board item will not impact the safety standards for Metro customers and employees.

FINANCIAL IMPACT

Funding of \$200,000 for this service is included in the FY24 Budget in cost center 6420 Copy Services within project 100001 General Overhead, account 51205 Rent Office Equipment. Since this is a multi-year contract, the cost center manager and Chief People Officer will be accountable for budgeting the cost in future years.

Impact to Budget

The source of funds for Project 100001 is General Overhead funds, comprised of federal, state, and local funds, which may include Operating-eligible funds.

EQUITY PLATFORM

There are no adverse equity impacts anticipated from this contract award. This will allow continued support of Metro's workforce with printing documents for the agency.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports strategic plan Goal #5 (Provide responsive, accountable, and trustworthy governance). By continuing to be responsive, accountable, and trustworthy, Metro will build credibility with decision-makers, customers, and employees and be able to perform more effectively to the changing needs of its business practices.

ALTERNATIVES CONSIDERED

One alternative would be to purchase the existing equipment at the current market value and purchase maintenance services and spare parts required to keep the machines operational. This alternative is not recommended because the current equipment will become less reliable as it ages

and the technology will be outdated. This could delay document production, including documents required for high-priority projects.

Another alternative would be to send all high-volume jobs to an outside vendor. Sending all photocopying to an outside vendor would extend the response time for the production of critical documents. This alternative would also require modification of Metro's collective bargaining agreement with Transportation Communications Union (TCU) that represents Copy Center employees who perform this work.

NEXT STEPS

Upon Board approval, staff will execute Contract No. PS110623000 with Canon Solutions America, Inc. to provide copy center equipment and services effective March 1, 2024.

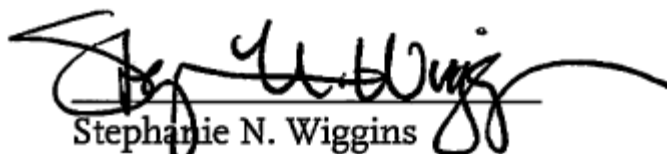
ATTACHMENTS

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: Yolanda Limon, Manager General Services, (213) 922-6284
Don Howey, Executive Officer, Administration, (213) 922-8867
Carolina Coppolo, Deputy Chief Vendor/Contract Management (Interim), (213) 922-4471

Reviewed by: Ilyssa DeCasperis, Chief People Officer (213) 922-3048


Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

COPY CENTER EQUIPMENT AND SERVICES/PS110623000

1.	Contract Number: PS110623000	
2.	Recommended Vendor: Canon Solutions America, Inc.	
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 2, 2023	
	B. Advertised/Publicized: August 2, 2023	
	C. Pre-Proposal Conference: August 8, 2023	
	D. Proposals Due: October 16, 2023	
	E. Pre-Qualification Completed: January 10, 2024	
	F. Conflict of Interest Form Submitted to Ethics: October 25, 2023	
	G. Protest Period End Date: February 20, 2024	
5.	Solicitations Picked up/Downloaded: 11	Bids/Proposals Received: 1
6.	Contract Administrator: Antonio Monreal	Telephone Number: (213) 922-4679
7.	Project Manager: Yolanda Limon	Telephone Number: (213) 922-2113

A. Procurement Background

This Board Action is to approve the award of Contract No. PS110623000 to provide high speed/volume copiers and document finishing equipment for Metro's Copy Center for a period of five years. Board approval of contract award is subject to the resolution of any properly submitted protest.

On August 2, 2023, Request for Proposals (RFP) No. PS110623 was issued as a competitive procurement in accordance with Metro's Acquisition Policy and the contract type is a firm-fixed unit rate. The Diversity & Economic Opportunity Department did not recommend a Disadvantaged Business Enterprises (DBE) participation goal for this procurement due to a lack of subcontracting opportunities.

Five amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on August 3, 2023, added a site visit to Metro's Copy Center located at Metro's headquarters.
- Amendment No. 2, issued on August 17, 2023, extended the deadline to submit questions, the due date to request approved equals, and the proposal due date.
- Amendment No. 3, issued on September 7, 2023, extended the proposal due date.
- Amendment No. 4, issued on September 28, 2023, extended the proposal due date.
- Amendment No. 5, issued on October 9, 2023, revised the equipment introduction date in the evaluation criteria and minimum qualification

requirements, revised the scope of services to simplify some requirements to encourage competition, and extended the proposal due date.

A total of 11 firms downloaded the RFP and were included on the planholders' list. A virtual pre-proposal conference was held on August 8, 2023, with 10 participants in attendance representing 3 firms. There were 40 questions received and Metro provided responses prior to the proposal due date.

One proposal was received from Canon Solutions America, Inc., by the proposal due date of October 16, 2023.

Metro staff conducted a market survey of the firms on the planholders' list to determine why no other proposals were submitted. Responses were received from 5 firms and included taking exception to Metro's termination clause, not being able to meet the solicitation requirements, and the scope of services not being within their area of expertise.

The market survey revealed that the decisions not to propose were based on individual business considerations. Furthermore, the scope of services provided the salient physical, functional and other characteristics of the required high-speed copiers and did not require the use of a specific brand or manufacturer. For off-line document finishing equipment, although a brand or manufacturer was specified, the solicitation allowed proposers to offer "equal" products and included an approval process for proposed alternate finishing equipment. Therefore, the solicitation was determined not restrictive and can be awarded as a competitive award.

B. Evaluation of Proposal

A Proposal Evaluation Team (PET) consisting of Metro staff from General Services, Marketing, and Information Technology Services was convened and conducted a comprehensive technical evaluation of the proposal received.

The proposal was evaluated based on the following evaluation criteria:

Phase I Evaluation – Minimum Qualification Criteria: This is a pass/fail criteria. To be responsive to the RFP minimum requirements, proposer/s must meet the following:

1. Have four (4) years of experience, within the last six (6) years), in managed print services and related support services equivalent or similar to the services identified in the solicitation.
2. Demonstrated a minimum of two (2) clients within the past three (3) years that it has provided lease and maintenance service agreements for high-speed copiers with specification requirements similar to that required in the scope of services.
3. Be authorized by the original equipment manufacturer (OEM) to service the proposed equipment during the entire term of the contract.

4. All proposed high-speed copiers (excluding offline finishing equipment) must have an introduction date in the United States after January 1, 2015.
5. Have a web-based online reporting and tracking system, Managed Print Services Tool.

The proposer met the RFP minimum requirements and was further evaluated based on the following weighted evaluation criteria:

- Qualifications of the Prime Contractor and the Team Skills and Experience 15%
- Technical and Functional Capability of Proposed Equipment, Software, and Overall Infrastructure 15%
- Understanding of the Scope of Services and Management Plan/Approach 40%
- Price Proposal 30%

The evaluation criteria are appropriate and consistent with criteria developed for similar projects. Several factors were considered in developing these weights, giving the greatest importance to the understanding of the scope of services and management plan/approach.

During the period of October 31, 2023, to December 13, 2023, the PET independently evaluated and scored the technical proposal. The evaluation included an equipment demonstration conducted at the proposer's client site on December 5, 2023, to test the performance and functionality of the proposed equipment. On December 13, 2023, the PET concluded its evaluation and determined Canon Solutions America, Inc. met the requirements of the RFP and is technically qualified to perform the services as outlined in the solicitation.

The following is a summary of the PET scores:

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	Canon Solutions America, Inc.				
3	Qualifications of the Prime Contractor and the Team Skills and Experience	98.87	15%	14.83	
4	Technical and Functional Capability of Proposed Equipment, Software, and Overall Infrastructure	86.67	15%	13.00	
5	Understanding of the Scope of Services and Management Plan/Approach	94.53	40%	37.81	
6	Price Proposal	100.00	30%	30.00	
7	Total		100%	95.64	1

C. Price Analysis

The recommended price has been determined to be fair and reasonable based upon the independent cost estimate (ICE), technical analysis, price analysis, and historical data, and fact-finding. The recommended price is 8% lower than the ICE.

Proposer Name	Proposal Amount	Metro ICE	Recommended Amount
Canon Solutions America, Inc.	\$1,917,720	\$2,078,901	\$1,917,720

D. Background on Recommended Contractor

Canon Solutions America, Inc., (Canon), headquartered in Melville, New York, is a wholly owned subsidiary of Canon U.S.A., Inc. It has been in business since 1974 and provides digital print technologies, large-format printing solutions and document management services. Canon has four local sales/service offices located in Glendale, Long Beach, Ontario and Irvine. In addition, it has a US based Help Desk Call Center that covers a wide spectrum of hardware, software, network connectivity, application, and workflow issues. Southern California clients include Redondo Beach Unified School District, the Counties of San Francisco and Ventura, and the City of San Francisco.

Canon’s proposed Project Manager has 30 years of experience in the industry and focuses on government and education accounts in Southern California.

Canon currently provides lease and maintenance of high-speed copiers and equipment for the Metro Copy Center, and performance has been satisfactory.

DEOD SUMMARY

COPY CENTER EQUIPMENT AND SERVICES / CONTRACT NO. PS110623000

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) did not establish a Disadvantaged Business Enterprise (DBE) participation goal for this procurement due to a lack of subcontracting opportunities. Canon Solutions America, Inc. did not make a commitment.

B. Local Small Business Enterprise (LSBE) Preference

The LSBE preference is not applicable to federally funded procurements. Federal law (49 CFR § 661.21) prohibits the use of local procurement preferences on FTA-funded projects.

C. Living Wage and Service Contract Worker Retention Policy Applicability

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

D. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

E. Project Labor Agreement/Construction Careers Policy

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



Board Report

File #: 2023-0735, File Type: Contract

Agenda Number: 15.

EXECUTIVE MANAGEMENT COMMITTEE FEBRUARY 15, 2024

SUBJECT: SOUTHEAST GATEWAY LINE

ACTION: APPROVE CONTRACT AWARD

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to award a cost-plus fixed fee contract, Contract No. AE107133000, for a period of 5 years, with two, 5-year options, to WSP USA, Inc., for Program Management Support Services (PMSS) for the Slauson/A Line to Pioneer segment of the Southeast Gateway Line Project (formerly referred to as the West Santa Ana Branch Transit Corridor) in an amount not to exceed \$99,999,105, subject to the resolution of any properly submitted protest(s), if any.

ISSUE

Staff is seeking the Board's approval of a contract award to provide program management and construction management support services to meet the Board's expectation of delivering the Locally Preferred Alternative (LPA) segment of the Southeast Gateway Line Project, formally known as West Santa Ana Branch Project. It allows staff to continue the momentum already established in our ongoing coordination with third-party stakeholders, which is key to ensuring the successful completion of project-related agreements.

BACKGROUND

The Project roadmap is comprised of the following parallel workstreams:

- Planning - completing final environmental clearance,
- Early Due Diligence (EDD) - addressing high risk items such as utilities, unknown soils conditions, and third-party agreements, and
- LRT Project Delivery - continuing to evaluate various contract delivery methods most beneficial to Metro.

A component of the EDD workstream includes the award of several contracts to address the high-risk elements of the project prior to the light rail construction. The Advanced Engineering (AE) contract was the first of those contracts and was approved by the Board in November 2023. While the AE contract provides design services to support Metro's efforts in meeting FTA requirements to advance

through the New Starts federal funding program, the PMSS is also critical in enabling the project to transition seamlessly from environmental clearance to implementation as well as assisting Metro staff in delivering the project.

DISCUSSION

To advance the delivery of the Southeast Gateway Line project, staff will need additional consultant support services to provide the following, which is included in the recommended PMSS contract:

- manage the design,
- continue coordination and negotiations with critical third-parties such as utility owners, Union Pacific Railroad (UPRR), Port of Long Beach, Port of Los Angeles, Caltrans, Army Corps of Engineers, and the California Public Utilities Commission, and
- provide program and construction management support services of the upcoming Construction Manager/General Contractor (CM/GC) early works procurement consisting of utility adjustments, freight relocation, and grade crossings.

In particular, cost estimating and negotiations support with the CM/GC will be critical as staff establish strategies to ensure successful negotiations and bring costs down.

Additionally, the PMSS consultant will provide support with Light Rail Transit (LRT) core scope procurement activities once a contract delivery model is selected for the LRT. The PMSS contract provides all these services.

Staff intends to return to the Board for award of a CM/GC contract for utility adjustment, freight realignment, and grade crossings, anticipated for Board action by fall/winter of 2024.

DETERMINATION OF SAFETY IMPACT

There is no impact to safety.

FINANCIAL IMPACT

The FY24 budget contains \$19.5M in Cost Center 8510 (Program Management), Project 460201 for professional services. Since this is a multi-year contract, the Project Manager and Chief Program Management Officer will be responsible for budgeting in future years.

Impact to Budget

Currently, the funds for this project are provided by the Measure R 35%, Measure M 35% and State Grant SB1. No other funding sources are considered for this effort. These funds are not eligible for operating charges.

EQUITY PLATFORM

This Project will benefit communities through the addition of a new high-quality reliable light rail transit which will increase mobility and connectivity for the historically under-served and transit-dependent communities along the corridor. Approval of the contract will allow staff to advance the project and maintain the schedule to complete the line for service by 2035. The Disadvantaged Business Enterprise (DBE) goal for this procurement is 30% of the contract value; the recommended firm exceeded this goal by making a 30.16% commitment.

The Southeast Gateway Line is comprised largely of Environmental Justice (EJ) communities. In 2017 (the first year of environmental analysis), minority residents comprised 65 percent of the total Study Area population, with Hispanic/Latino groups alone accounting for 51 percent of the total population. In addition, 44 percent of Study Area residents live below the poverty level, which is higher than the county average of 33 percent. The entire LPA qualifies as an EJ corridor and the corridor cities of Bellflower, Paramount, South Gate, Cudahy, Bell, and Huntington Park are also identified as LA Metro's Equity Focus Communities. Since initiating the Project Study, staff has conducted extensive outreach efforts for corridor communities, and has continued to engage project stakeholders through a variety of forums, platforms, languages, and access methods, including special outreach efforts to people of color, low-income, and limited English proficiency populations, and persons with disabilities. Project development has been directly influenced by this engagement, as discussed above. Metro staff will continue to reengage communities as a part of the completion of the final environmental document, as well as the Slauson/A Line to LAUS Study, to help define the project, including alignment profile, station locations, and design.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Project supports the following strategic plan goals identified in Vision 2028: Goal 1: Provide high- quality mobility options that enable people to spend less time traveling, Goal 3: Enhance communities and lives through mobility and access to opportunity and Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization.

As one of Program Management's Strategic Initiatives, Metro has a continued focus on developing in-house personnel and hiring experienced staff to deliver large complex projects and is working toward achieving a 50/50 consultant to Metro staff ratio.

The PMSS contract is required to supply the necessary resources to start and develop the Southeast Gateway Line project. Metro's Program Management department will undertake a market analysis to evaluate Metro's capabilities to bring the right talent in-house. As the project progresses through its phases, Metro will assess core management competencies of construction, engineering, quality, schedule, budget, and third-party managers to be maintained in house while supplementing these with specialist resources from the PMSS team. Staffing plans will be reviewed regularly to ensure a balance between consultant and Metro staff. Project leadership will continue to focus on filling open positions within the project's organization and utilize consultants where necessary to successfully deliver the project.

ALTERNATIVES CONSIDERED

The Board could choose not to approve the contract award. Delaying this contract award to a future date would pose significant delays to the overall project schedule and risk that the project would be unable to meet its Measure M schedule.

NEXT STEPS

Upon Board approval, staff will execute Contract No. AE107133000 with WSP USA, Inc. for Program Management Support Services. These activities are needed to continue advancing the Project per Board direction.

ATTACHMENTS

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by:

June Susilo, Deputy Executive Officer, Program Management, (562) 524-0532

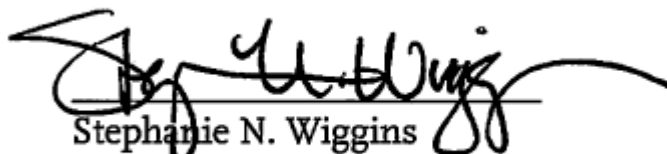
Mat Antonelli, Deputy Chief Program Management Officer, (213)893 -7114

Tashai Smith, Executive Officer, Diversity & Economic Opportunity Department, (922)-2128

Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051

Reviewed by:

Darcy Buryniuk, Chief Program Management Officer, (213) 922-2250



Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

**SOUTHEAST GATEWAY LINE (FORMERLY WEST SANTA ANA BRANCH TRANSIT
CORRIDOR)
PROGRAM MANAGEMENT SUPPORT SERVICES / AE107133000**

1.	Contract Number: AE107133000	
2.	Recommended Vendor: WSP USA, INC.	
3.	Type of Procurement (check one) : <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input checked="" type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	Procurement Dates:	
	A. Issued: May 19, 2023	
	B. Advertised/Publicized: May 26, May 27, and June 1, 2023	
	C. Pre-Proposal Conference: June 6, 2023	
	D. Proposals Due: July 3, 2023	
	E. Pre-Qualification Completed: December 5, 2023	
	F. Ethics Declaration Forms Review Completed by Ethics: September 6, 2023	
	G. Protest Period End Date: January 23, 2024	
5.	Solicitations Picked up/Downloaded: 190	Proposals Received: 5
6.	Contract Administrator: Robert Romanowski	Telephone Number: 213-922-2633
7.	Project Manager: June Susilo	Telephone Number: 562-524-0532

A. Procurement Background

This Board Action is to approve the award of Contract No. AE107133000 to provide Program Management Support Services (PMSS) for the Southeast Gateway Line. Scope includes program management and construction management support services to Metro to manage the design, continue coordination and negotiations with critical third-parties, evaluation of future Construction Manager/General Contractor (CM/GC) pricing proposals, and support for project management and administration. Board approval of contract awards are subject to resolution of any properly submitted protest.

The Request for Proposals (RFP) was issued as an Architectural and Engineering (A&E) services qualifications-based procurement process performed in accordance with Metro Procurement Policies and Procedures and California Government Code §§ 4525-4529.5. The contract type is a Cost-Plus Fixed Fee (CPFF) for a base term of five years with two, five-year options. A virtual pre-proposal conference was held on June 6, 2023, with 107 attendees. The list of Planholders includes 190 downloads of the RFP by 163 firms.

Two amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on June 16, 2023, clarified and revised the Submittal Requirements.
- Amendment No. 2, issued on June 23, 2023, clarified applicability of the Contractor Registration Law to this procurement.

Five proposals were received on July 3, 2023, from the following firms, listed in alphabetical order:

1. AECOM Technical Services, Inc.
2. Bechtel Infrastructure Corporation
3. Gateway Cities Connection Joint Venture (PGH Wong Engineering, Inc. and Anser Advisory Management, LLC)
4. Psomas-Stantec-Mott MacDonald Joint Venture (Psomas, Stantec Consulting Services, Inc., and Mott MacDonald Group, Inc.)
5. WSP USA, Inc.

All five proposals were determined to be responsive to the requirements of the RFP, including acknowledging both amendments.

B. Evaluation of Proposals

The Proposal Evaluation Team (PET) was comprised of a member of the City Managers Technical Advisory Committee (TAC); and representatives from the following Metro departments: Countywide Planning, Countywide Planning/Systemwide Design, and Program Management. The PET conducted a comprehensive evaluation of the proposals.

The proposals were evaluated based on the following evaluation criteria and associated weighting of maximum points:

- | | |
|---|------------|
| • Experience and Capabilities of the Proposer's Team | 25 points |
| • Key Personnel Skills and Experience | 35 points |
| • Project Understanding and Approach to Implementation of the Scope of Services | 35 points |
| • Approach to Cultural Competency | 5 points |
| Total | 100 points |

The evaluation criteria are appropriate and consistent with criteria developed for other similar A&E, qualifications-based procurements. Several factors were considered when developing the weightings, giving the greatest importance to the criteria of Key Personnel Skills and Experience, and Project Understanding and Approach to Implementation of the Scope of Services

This is an A&E qualification-based procurement; therefore, price cannot be used as an evaluation factor pursuant to state and federal law.

Qualifications Summary of Recommended Contractor:

The evaluation performed by the PET determined, in accordance with the evaluation criteria established in the RFP, that the proposal from WSP USA, Inc. is the most qualified to perform the services required.

The scoring was based on evaluation of the written proposals received from the proposers and oral presentations conducted on October 17, 18, and 19, 2023. The results of the final scoring are shown below:

Firm	Maximum Points	Earned Points	Total Points	Rank
WSP USA, INC.				
Experience and Capabilities of the Proposer’s Team	25.00	21.19		
Key Personnel Skills and Experience	35.00	30.69		
Project Understanding and Approach to Implementation of the Scope of Services	35.00	30.20		
Approach to Cultural Competency	5.00	3.81		
Total			85.89	1
AECOM Technical Services, Inc.				
Experience and Capabilities of the Proposer’s Team	25.00	19.06		
Key Personnel Skills and Experience	35.00	26.13		
Project Understanding and Approach to Implementation of the Scope of Services	35.00	26.61		
Approach to Cultural Competency	5.00	4.31		
Total			76.11	2

Gateway Cities Connection Joint Venture				
Experience and Capabilities of the Proposer's Team	25.00	18.19		
Key Personnel Skills and Experience	35.00	26.44		
Project Understanding and Approach to Implementation of the Scope of Services	35.00	25.29		
Approach to Cultural Competency	5.00	3.38		
Total			73.30	3
Psomas-Stantec-Mott MacDonald Joint Venture				
Experience and Capabilities of the Proposer's Team	25.00	18.94		
Key Personnel Skills and Experience	35.00	24.00		
Project Understanding and Approach to Implementation of the Scope of Services	35.00	26.05		
Approach to Cultural Competency	5.00	3.63		
Total			72.62	4
Bechtel Infrastructure Corporation				
Experience and Capabilities of the Proposer's Team	25.00	15.88		
Key Personnel Skills and Experience	35.00	22.00		
Project Understanding and Approach to Implementation of the Scope of Services	35.00	21.51		
Approach to Cultural Competency	5.00	3.00		
Total			62.39	5

C. Cost Analysis

Consistent with Metro's Procurement procedures, Metro technical staff prepared an Independent Cost Estimate (ICE) based on the estimated level of effort (staff positions and labor hours) as understood at the time the RFP was issued. The ICE provided the basis for development of pre-negotiation objectives and support for Metro's negotiation position.

Subsequent to reviewing the cost proposal of the most qualified firm, Metro initiated negotiations with three objectives: (1) to negotiate and reduce the cost elements, (2) to clarify proposer's assumptions, estimates, inclusions, and exclusions to the Scope of Services (SOS), and (3) to arrive at a mutually agreeable level of effort and NTE cost for this cost reimbursable contract that is fair and reasonable.

The difference between the ICE and the negotiated NTE contract amount is due to the following factors.

- The ICE underestimated the effort required for the various technical liaisons supporting the coordination with ten corridor cities, 41 private utility owners, Ports of Los Angeles and Long Beach, Union Pacific Railroad, California Public Utility Commission, Caltrans, and Army Corps of Engineers.
- The ICE did not include Other Direct Costs (ODCs) such as project vehicles, office equipment, etc. It also did not include subcontractor management fee.
- The ICE did not include additional field staff to support the management of the CMGC contract.

Recommended Contractor: WSP USA, Inc.				
Contract Duration	Metro ICE	Cost Proposal	NTE Contract Award Amount	Metro Estimating Independent ROM
5 Year Base Term	\$51,794,193	\$126,782,927	\$99,999,105 ⁽¹⁾	\$90,338,310

(1) Direct labor hourly rates are supported by payroll data; overhead rates for the Contractor and Subcontractors are based on current FAR Part 31 compliant audits submitted by the Proposer during negotiations or established as a provisional rate for the first year; and other direct costs and fixed fee amount were negotiated and determined to be fair and reasonable.

To validate cost reasonableness of the negotiated NTE amount, Metro Estimating Department performed an independent Rough Order of Magnitude (ROM) Estimate, based on the agreed level of effort. Metro Estimating developed their estimates using direct labor rates, indirect cost rates, escalation, etc. Metro Estimating was not privy to the cost proposal nor the negotiated NTE amount. Metro Estimating's ROM is within 11% of the negotiated amount.

A cost analysis of the elements of cost including direct labor rates, indirect cost rates, and other direct costs was completed in accordance with Metro's Procurement Policies and Procedures. Indirect cost rates for the Contractor and proposed Subcontractors were established based on currently available and applicable audits.

A fixed fee factor was negotiated to establish a fixed fee amount based in dollars on the total estimated cost of performance of the Scope of Services for the contract term.

Staff successfully negotiated a cost savings of \$26,783,822 from the submitted Cost Proposal by: (1) correcting the proposer's assumptions regarding level of effort; (2) negotiating and agreeing to an estimated level of effort for personnel and all Subcontractors; (3) refining the expectations and confirming deliverables of design reviews; and (4) reducing the fixed fee factor from 10% to 8.5%.

The recommended award amount of \$99,999,105 is fair and reasonable and is the total cost of the agreed estimated level of effort required to perform the Scope of Services for the five-year base term. Pricing for future option terms will be estimated and negotiated in advance of considering exercising the options.

D. Background on Recommended Contractor

WSP USA, Inc. has multiple offices in Southern California including in the city of Los Angeles, which currently support a staff of 800. Their current team has extensive experience with rail design oversight, freight rail coordination, railroad infrastructure design, third party coordination, utility relocation, and program management and construction management support services.

DEOD SUMMARY

**SOUTHEAST GATEWAY LINE (FORMERLY WEST SANTA ANA BRANCH
TRANSIT CORRIDOR)
PROGRAM MANAGEMENT SUPPORT SERVICES / AE107133000**

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established a 30% Disadvantaged Business Enterprise (DBE) goal for this solicitation. WSP USA Inc. exceeded the goal by making a 30.16% DBE commitment.

Small Business Goal	30% DBE	Small Business Commitment	30.16% DBE
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	DBE Subcontractors	Ethnicity	% Committed
1.	Costin Public Outreach	Caucasian Female	1.31%
2.	D'Leon Consulting Engineers	Hispanic American	2.51%
3.	Kelly McNutt Consulting, LLC	Caucasian Female	5.84%
4.	Mammoth Associates, LLC	Caucasian Female	1.64%
5.	Monument ROW	Caucasian Female	0.26%
6.	Ramos Consulting Services, Inc.	Hispanic American	12.81%
7.	Redwood Resources	African American	4.67%
8.	Terry A. Hayes Associates Inc.	African American	0.93%
9.	Zephyr UAS, Inc. dba Zephyr Rail	Hispanic American	0.19%
Total DBE Commitment			30.16%

B. Local Small Business Enterprise (LSBE) Preference

The LSBE preference is not applicable to federally funded procurements. Federal law (49 CFR § 661.21) prohibits the use of local procurement preferences on FTA-funded projects.

C. Living Wage and Service Contract Worker Retention Policy Applicability

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

D. Prevailing Wage Applicability

Prevailing Wage requirements are applicable to this project. DEOD will monitor contractors' compliance with the State of California Department of Industrial

Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA).

E. Project Labor Agreement/Construction Careers Policy

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



Program Management Support Services Contract Award

SOUTHEAST GATEWAY LINE

Executive Management Committee

February 15, 2024



Metro

SE Gateway Line PMSS Contract

- As Metro continues to build up internal project team, this contract provides additional staffing support to deliver the project. Consultant staffing plans will be reviewed and approved on an annual basis while the Metro project staff fill internal positions in its aspirations of a 50/50 split between Metro and consultant staff
- Seamless transition from environmental clearance to implementation of early works package to de-risk the LRT scope.
- Supports cost estimating and negotiations with the CMGC.
- Allows for continued coordination and successful negotiations with critical stakeholders.
- Maintains project delivery schedule.



Procurement Evaluation

Proposal Evaluation Team (PET) – 4 members

- 3 – Metro Employees
 - Countywide Planning
 - Systemwide Design
 - Program Management
- 1 – City Managers' Technical Advisory Committee (TAC)

Evaluation Criteria

- Experience and capabilities of the proposer's team 25 points
- Key personnel skills and experience 35 points
- Project understanding and approach to implementation of the Scope of Services 35 points
- Approach to cultural competency 5 points
- **Total 100 points**



Procurement Evaluation - Scores

EVALUATION CRITERIA	MAXIMUM POINTS	WSP USA, INC.	AECOM TECHNICAL SERVICES	GATEWAY CITIES JV	PSOMAS-STANTEC-MM JV	BECHTEL INFRA.
Experience and capabilities of the proposer's team	25	21.19	19.06	18.19	18.94	15.88
Key personnel skills and experience	35	30.69	26.13	26.44	24.00	22.00
Project understanding and approach to implementation of the Scope of Services	35	30.20	26.61	25.29	26.05	21.51
Approach to cultural competency	5	3.81	4.31	3.38	3.63	3.00
Total Score	100	85.89	76.11	73.30	72.62	62.39

DBE Goal: 30%

WSP DBE Commitment: 30.16%



RECOMMENDATION

Authorize the Chief Executive Officer (CEO) to award a cost-plus fixed fee contract, Contract No. AE107133000, for a period of 5 years, with two, 5-year options, to WSP USA, Inc., for Program Management Support Services (PMSS) for the Slauson/A Line to Pioneer segment of the Southeast Gateway Line Project (formerly referred to as the West Santa Ana Branch Transit Corridor) in an amount not to exceed \$99,999,105, subject to the resolution of any properly submitted protest(s), if any.





Board Report

File #: 2023-0619, **File Type:** Contract

Agenda Number: 17.

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
FEBRUARY 15, 2024**

SUBJECT: CONSULTANT SUPPORT SERVICES FOR EXPRESSLANES OPERATIONS AND PLANNING

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a seven-year firm fixed price Contract No. PS100159000 to HNTB Corporation in the amount of \$23,987,498 for consultant support services for ExpressLanes Operations and Planning, subject to resolution of any properly submitted protest(s) if any, and;
- B. EXECUTE individual contract modifications within the Board approved contract modification authority.

ISSUE

While Metro staff possesses tolling expertise in many areas, the current capacity of staff would be significantly strained to perform the full set of oversight and monitoring functions required to support the current/future operation, expansion, and ongoing enhancement needs of ExpressLanes. Monitoring, oversight, and support for various aspects of the program are critical in ensuring and enhancing the ExpressLanes performance.

BACKGROUND

The ongoing operation and maintenance of the ExpressLanes is highly specialized and requires technical skills across a range of disciplines and areas. Examples of such subject matter expertise include knowledge of interoperability regulations within California Toll Operations as well as National Interoperability, knowledge of toll system deployment past challenges and lessons learned, knowledge of individual state DMV regulations, toll industry best practices including future product roadmaps, and knowledge of state and national tolling legislation.

This contract will provide the necessary consultant support services for:

- Ongoing operation of the existing Back Office System (BOS), Roadside Toll Collection System (RTCS), Account Services Center
- Future operation of the new I-105 ExpressLanes and network expansion

- Migration from Title-21 transponders to 6C transponders
- System improvements and performance enhancements, as warranted

External consultants for vendor/system oversight and technical support services on managed lane and toll projects are common in the tolling industry and fulfill a crucial role for agencies with smaller department staff sizes, such as Metro. Metro ExpressLanes has contracted similar consultant support services and technical oversight since the inception of operations. The most recent contract was awarded in 2018 and expires in July 2024, necessitating approval of a new contract to ensure adequate assistance in oversight, monitoring, and enhancement of the program.

Additional software engineers, data architects, and toll facility design personnel may be added in the future to the ExpressLanes group to reduce its reliance on external consultants. Since the tolling authority was received in the fall of 2014, ExpressLanes management has made progress toward this goal by filling a variety of core functions formerly handled by consultants. Specifically, we have added three staff members to oversee and manage BOS software and delivery and quality assurance, RTCS equipment and algorithm logic, and account support services. It is anticipated that staff levels may need to be adjusted over the next few years as part of an ongoing initiative to broaden the in-house capabilities to effectively oversee, monitor, and manage the addition of I-105 ExpressLanes, thereby further reducing Metro's dependency on outside contractors to assist with technical oversight.

DISCUSSION

This contract will be essential to accomplishing the above activities smoothly and expeditiously while minimizing risks to budget and schedule. In pursuit of these mission-critical objectives, this contract will provide the following core services (among others):

- Assistance with verification of all toll system data for performance monitoring and analysis
- Support with ongoing evaluation of the functionality of the dynamic pricing algorithm
- Assistance with oversight and verification of any system changes implemented by other toll vendors
- Assistance with Account Services Center Operations, which includes:
 - Monitoring of back office activities to ensure compliance with standard operating procedures
 - Monitoring key performance elements related to customer account maintenance and violation processing
 - Verifying contractor compliance with performance standards and regulatory requirements
 - Monitoring and support of the transponder replacement program
- Assistance with RTCS operations and maintenance, which includes:
 - Reviewing the toll vendor's maintenance activities and processes
 - Monitoring lane system equipment availability and reliability
- Assistance with BOS contract, which includes:
 - Design and documentation reviews for any new system functionality
 - Verification of Milestone deliverables per contract
 - Verifying contractor compliance with performance standards and regulatory

requirements

- Verifying contractor deliverables as it pertains to data migration, including data cleansing
- Logistical support for vendor contracts
- Expert advice and oversight support for system upgrades
- Assistance with cost analyses and support for toll vendor activities, materials, deliverables, and services
- Support for verification and critical evaluation of deliverables and work products for the toll vendors
- Support for field testing, verification, and acceptance of systems, field infrastructure, and other toll system hardware
- Support for development and maintenance of ExpressLanes Business Rules

DETERMINATION OF SAFETY IMPACT

This Board action is not anticipated to have an impact on the safety of Metro's patrons or employees. The work associated with this contract is almost exclusively desk-based work performed in an office environment evaluating and developing technical business rules, data programming and software development, work process improvement, new technology integration, regulatory interpretation, and process improvement related to BOS, RTCS, account servicing, and regulatory evaluation.

FINANCIAL IMPACT

Funding for this Contract will come from toll revenues. The funds required for FY24 are included in the FY24 budget in Cost Center 2220, Project Numbers 307001 and 307002.

Since this is a multi-year project, the cost center manager, the Consultant Support for ExpressLanes Operations and Planning Project Manager, and Deputy Chief Operations Officer of Shared Mobility will be responsible for budgeting the cost in future years.

Impact to Budget

The funding for this contract is from toll revenues generated on the I-10 and I-110 ExpressLanes. Toll revenue funds are not eligible for bus and rail operating expenses outside of the ExpressLanes corridors. This action will not impact ongoing bus and rail operating and capital costs, the Proposition A and C and TDA administration budget, or the Measure R administration budget.

EQUITY PLATFORM

For this contract, the Diversity and Economic Opportunity Department (DEOD) established a Small Business Enterprise (SBE) goal of 22% and a Disabled Veteran Business Enterprise (DVBE) goal of 3% of the total contract price, for a combined SBE/DVBE goal of 25%. Outreach to SBE/DVBE firms was performed by the individual proposers. The proposed contractor team exceeded Metro's goal by making a 46.56% SBE commitment and a 3% DVBE commitment.

This consultant support services contract provides the ExpressLanes program with essential subject area experts and resources necessary to efficiently and effectively implement equity-oriented initiatives and programs including but not limited to: the assignment of direct funding allocations to transit service providers; disbursement and management of Net Toll Revenue grants that provide transportation alternatives to EFCs; and deployment of strategies for ensuring that the ExpressLanes remain accessible to low income households and the transportation disadvantaged.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Consultant Support for ExpressLanes Operations and Planning project supports Strategic Goal 1 to provide high-quality mobility options that enable people to spend less time traveling. It does so by providing the ExpressLanes Program with access to subject matter experts in the areas of performance measurement, dynamic pricing, traffic modeling, and transportation economics which can translate into additional time savings for ExpressLanes users.

The Consultant Support for ExpressLanes Operations and Planning project supports Strategic Goal 2 to deliver outstanding trip experiences for all users of the transportation system by providing the ExpressLanes Program with access to subject matter experts in the areas of industry best practices, emerging technologies, and lessons learned from other agencies' experiences facing similar conditions as Metro.

ALTERNATIVES CONSIDERED

The Board may elect to utilize current Metro staff to perform the work, but this alternative is not recommended. Though Metro staff possesses expertise in many areas, staff does not have the comprehensive set of skills necessary to fulfill all of the roles and functions needed by the ExpressLanes Program.

The Board may elect to hire additional full-time personnel to achieve sufficient levels of staffing associated with effectively monitoring and overseeing the current operations and technical requirements associated with the ExpressLanes. This alternative is also not recommended due to inherent inefficiencies in acquiring the appropriate knowledge for an all-electronic facility using dynamic pricing and the associated technical expertise that is difficult to find and cultivate and the delay associated with identifying and hiring these positions. Over the years, some positions that were appropriate for internal hire have been filled. However, many aspects of these roles require highly specialized knowledge that may be provided more comprehensively and efficiently by a contractor with a wide range of subject area expertise, such as insight to global best practices that may be referenced on demand and engaged as needed for shorter duration project evaluations that do not justify full-time hiring commitments. As new corridors are added to the program additional staff may be required to support aspects of the program that benefit from longer-term oversight, and technical support that can be supplied by full-time, permanent employees.

The Board may elect not to award and execute the Contract. This alternative is also not recommended because it would result in reduced levels of service or slower response to issues surrounding toll system monitoring and management, contractor/vendor oversight and accountability,

and general ExpressLanes operations.

NEXT STEPS

Upon Board approval, staff will execute Contract No. PS100159000 with HNTB Corporation for Consultant Support Services for ExpressLanes Operations and Planning.

ATTACHMENTS

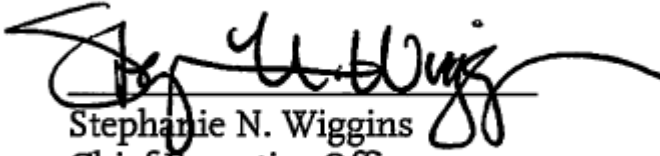
Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: Rosa Zamorano, Senior Manager, Transportation Planning, (213) 503-0991
Mark Linsenmayer, Deputy Executive Officer, Congestion Reduction, (213) 922-5569
Shahzad Amiri, Deputy Chief Operations Officer, (213) 922-3061
Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051

Reviewed by:

Conan Cheung, Chief Operations Officer, (213) 418-3034


Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

CONSULTANT SUPPORT SERVICES FOR EXPRESSLANES
OPERATIONS AND PLANNING/PS100159000

1.	Contract Number: PS100159000	
2.	Recommended Vendor: HNTB Corporation	
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 : May 5, 2023	
	B. Advertised/Publicized: May 9, 2023	
	C. Pre-Proposal Conference: May 11, 2023	
	D. Proposals Due: June 28, 2023	
	E. Pre-Qualification Completed: October 23, 2023	
	F. Ethics Declaration Forms submitted to Ethics: July 5, 2023	
	G. Protest Period End Date: February 20, 2024	
5.	Solicitations Picked up/Downloaded: 68	Proposals Received: 2
6.	Contract Administrator: Andrew Conriquez	Telephone Number: 213-922-3528
7.	Project Manager: Rosa Zamorano	Telephone Number: 213-922-5584

A. Procurement Background

This Board Action is to approve the award of Contract No. PS100159000 issued to provide Consultant Support Services for ExpressLanes Operations and Planning. Board approval of contract award is subject to the resolution of any properly submitted protest(s), if any.

The Request for Proposals (RFP) was issued in accordance with Metro's Acquisition Policy and the contract type is firm fixed price. The RFP was issued under the Medium-Size Business Enterprise Program II (MSZ-II) with a Small Business Enterprise (SBE) goal of 22% and a Disabled Veteran Business Enterprise (DVBE) goal of 3%. Under the MSZ-II program, the RFP allowed any size firm to propose. However, Metro would entertain proposals from firms that are non-MSZ only in the event Metro did not receive more than one MSZ-II proposal. It was also subject to the Local Small Business Enterprise (LSBE) Preference program, which awards a bonus of 5 preference points for the utilization of local small business firms. The Workforce Initiative Now (WIN-LA) program was also applicable.

Three amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on May 8, 2023, provided an updated Exhibit A – Scope of Services with a Dropbox link to appendices;
- Amendment No. 2, issued on May 20, 2023, provided updates to Exhibit 1 - SBE/DVBE Proposal Forms (1-6) and Exhibit 12 – Labor Allocation Schedule;

- Amendment No. 3, issued on June 8, 2023, extended the proposal due date.

A total of 68 firms downloaded the RFP and were included in the plan holders list. A virtual pre-proposal conference was held on May 11, 2023. There were 41 attendees representing 21 firms. There were 45 questions asked and responses were released prior to the proposal due date.

A total of two proposals were received on June 28, 2023, from the following non-MSZ-II firms listed below in alphabetical order:

1. HNTB Corporation
2. Kimley-Horn and Associates, Inc.

B. Evaluation of Proposals

A Proposal Evaluation Team (PET) consisting of staff from Metro ExpressLanes and Planning Departments was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and weights:

• Demonstrated Project Experience and Qualifications	10%
• Key Project Team Experience	15%
• Approach To Tasks 1, 11, and 12 (Administrative Background)	10%
• Approach To Tasks 2-5 (Toll System Management/Oversight)	20%
• Approach To Tasks 6-10 (ExpressLanes Ops. Oversight/Support)	23%
• Cost	20%
• Workforce Initiative Now (WIN-LA)	2%
• Local Small Business Enterprise (LSBE) Preference Program	5%

The evaluation criteria are appropriate and consistent with criteria developed for other similar professional service procurements. Several factors were considered when developing these weights, giving the greatest importance to Approach to Tasks 6-10 (ExpressLanes Operations and Oversight Support).

On September 19, 2023, the PET completed its independent evaluation of the technical proposals, and both firms were determined to be within the competitive range. In addition, the PET determined that oral presentations were not needed and HNTB Corporation was determined to be technically qualified to perform the work.

Qualifications Summary of Firms within the Competitive Range:

HNTB Corporation

Founded in 1914, HNTB has been involved in ExpressLanes, tolling, planning, engineering, specifications and estimates for highways in Southern California. HNTB Corporation has been involved in procuring, delivering and operating more

than half of the 71 ExpressLanes in the United States. In addition, HNTB has worked on previous ExpressLanes projects with Riverside County Transportation Commission (RCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and LA Metro.

In their proposal, HNTB described their knowledge of the experience with the Roadside Toll Collection System, Back Office Systems, Customer Service Center for Metro ExpressLanes. They demonstrated their understanding of the I-110/I-10 ExpressLanes technical aspects, policy decisions and complexities of Metro’s challenges. In addition, HNTB committed to allocating 10% or more of total labor wages and benefits to hiring and supporting WIN-LA candidates.

Kimley-Horn and Associates, Inc.

Kimley-Horn and Associates, Inc., founded in 1967, is a private national planning, engineering, environmental, and design consulting firm. Some of their areas of expertise are in toll technology, transportation, and ITS projects. Kimley-Horn and Associates, Inc., has several hundred staff based in Southern California and an office in Los Angeles.

Kimley-Horn and Associates, Inc.’s proposal demonstrated experience in ExpressLanes, transportation, and planning projects such as the I-680, I-580 Eastbound, and SR-85 in the San Francisco Bay Area, as well as the I-5 ExpressLanes in San Diego County. However, the proposal lacked details that fully addressed aspects of the evaluation criteria and did not articulate a cohesive response to the RFP.

A summary of the PET scores is provided below:

	Firm	Weighted Average Score	Factor Weight	Average Score	Rank
1	HNTB Corporation				
2	Demonstrated Project Experience and Qualifications	90.70	10.00%	9.07	
3	Key Project Team Experience	93.33	15.00%	14.00	
4	Approach To Tasks 1, 11, and 12 (Administrative Background)	87.70	10.00%	8.77	
5	Approach To Tasks 2-5 (Toll System Management/Oversight)	89.15	20.00%	17.83	
6	Approach To Tasks 6-10 (ExpressLanes Operations Oversight/Support)	88.26	23.00%	20.30	
7	Cost	100.00	20.00%	20.00	

8	Workforce Initiative Now (WIN-LA)	100.00	2.00%	2.00	
9	Local Small Business Enterprise (LSBE) Preference Program	100.00	5.00%	5.00	
10	Total		105.00%	96.97	1
11	Kimley-Horn and Associates, Inc.				
12	Demonstrated Project Experience and Qualifications	76.70	10.00%	7.67	
13	Key Project Team Experience	74.00	15.00%	11.10	
14	Approach To Tasks 1, 11, and 12 (Administrative Background)	70.30	10.00%	7.03	
15	Approach To Tasks 2-5 (Toll System Management/Oversight)	75.85	20.00%	15.17	
16	Approach To Tasks 6-10 (ExpressLanes Operations Oversight/Support)	74.78	23.00%	17.20	
17	Cost	99.40	20.00%	19.88	
18	Workforce Initiative Now (WIN-LA)	0.00	2.00%	0.00	
19	Local Small Business Enterprise (LSBE) Preference Program	0.00	5.00%	0.00	
20	Total		105.00%	78.05	2

C. Cost Analysis

The recommended price has been determined to be fair and reasonable based upon an independent cost estimate (ICE), cost analysis, technical analysis, fact finding and negotiations. Staff successfully negotiated a cost savings of \$363,499.

Proposer Name	Proposal Amount	Metro ICE	Negotiated Amount
HNTB Corporation	\$24,350,997	\$19,248,875	\$23,987,498
Kimley Horn and Associates, Inc.	\$24,500,000		

The variance between the ICE and the negotiated amount is because the ICE did not take into consideration the costs of inflation and higher labor rates.

D. Background on Recommended Contractor

Founded in 1914, HNTB has been involved in ExpressLanes, tolling, planning, engineering, specifications and estimates for highways in Southern California.

HNTB Corporation has been involved in procuring, delivering, and operating more than half of the 71 ExpressLanes in the United States. In addition, HNTB has worked on previous ExpressLanes projects with Riverside County Transportation Commission, Orange County Transportation Authority, San Bernardino County Transportation Authority, and Metro.

HNTB has worked with Metro on previous congestion relief projects through the ExpressLanes program and has familiarity with the Back Office Systems, Roadside Toll Collections, and Customer Service Operations Center. In addition, the proposed team brings regional knowledge of toll systems implementation, operations, and has led numerous ExpressLanes and toll road projects in Southern California.

DEOD SUMMARY

**CONSULTANT SUPPORT FOR EXPRESSLANES OPERATIONS AND PLANNING /
CONTRACT NUMBER PS100159000**

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established a 22% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goal for this MSZ-II solicitation. HNTB Corporation (HNTB) exceeded the goal by making a 46.56% SBE and 3% DVBE commitment.

Small Business Goal	22% SBE 3% DVBE	Small Business Commitment	46.56% SBE 3% DVBE
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	SBE Subcontractors	% Committed	LSBE	Non-LSBE
1.	AFSHA Consulting, Inc.	0.80%		X
2.	Altmayer Consulting, Inc.	11.36%	X	
3.	Mammoth Associates, LLC	6.01%	X	
4.	Noble Insight	0.13%		X
5.	Silicon Transportation Consultants	15.59%		X
6.	Wiltec	12.67%	X	
	Total SBE Commitment	46.56%		

	DVBE Subcontractors	% Committed	LSBE	Non-LSBE
1.	MA Engineering	3%	X	
	Total DVBE Commitment	3%		

B. Medium Size Business Enterprise Program II (MSZ-II)

HNTB did not identify themselves as an MSZ-II firm in their proposal. No proposals were received from MSZ-II firms.

C. Local Small Business Preference Program (LSBE)

HNTB, a non-LSBE prime, subcontracted 33.05% of its contract value with eligible LSBE firms and is eligible for 5% LSBE Preference points.

D. Living Wage and Service Contract Worker Retention Policy Applicability

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

E. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

F. Project Labor Agreement/Construction Careers Policy

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



Board Report

File #: 2023-0736, File Type: Contract

Agenda Number: 18.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE FEBRUARY 15, 2024

SUBJECT: PURCHASE OF ELECTRIC VEHICLE (EV) CROSSOVERS

ACTION: APPROVE CONTRACT AWARD

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a firm fixed price contract under IFB No. DR113478 with Elite Auto Network, the lowest responsive and responsible bidder for 21 Toyota bZ4X Electric Vehicles (EV) Crossovers for a total of \$1,305,792.28 inclusive of sales tax, subject to the resolution of any properly submitted protest(s), if any.

ISSUE

This procurement is to replace 21 Metro owned and operated gasoline and gasoline hybrid Sport Utility Vehicles (SUV's) and sedans with 21 EV Crossovers. SUV's and sedans identified for replacement have exceeded the policy requirement of 6 years and/or 150,000 miles of service or were previously placed out of service and scrapped due to major collision damage.

Metro is committed to promoting and using zero-emissions vehicles across the system, including in our non-revenue fleet. Transitioning from gasoline and gasoline hybrid SUV's and sedans to EV Crossovers will align the department with the company goal and reduce Metro's carbon footprint.

BACKGROUND

Non-revenue vehicles are required by various departments to support maintenance, transportation, and construction programs. Several non-revenue vehicles have exceeded the minimum required service requirements and are in need of replacement, including twenty-one older and higher mileage SUV's and sedans. Two vehicles need replacement because of major collision damage and nineteen vehicles need replacement due to the normal wear and tear of 12 - 16 years in service with an average of 167,000 miles. In the last few years, these SUV's and sedans have experienced reduced reliability and have required significant and frequent repairs to keep them in service. These vehicles have now surpassed their useful life and were determined unreliable with excessive mechanical failures, costly/frequent repairs, and high levels of service unavailability. The current condition of these vehicles renders them no longer cost effective to maintain and replacements are now required.

The Toyota bZ4X Electric Vehicles being procured have several clear advantages over gasoline and

gasoline hybrid vehicles in terms of environmental impact, cost of ownership, performance, and technological innovation.

DISCUSSION

The award of this firm fixed price contract with Elite Auto Network will allow the replacement of twenty-one SUV's and sedans. Various departments throughout the agency rely on these SUV's and sedans, including bus and rail divisions, Wayside systems, Maintenance of Way Engineering, Risk Management, Operations Planning, and Public Relations. The new SUVs will be used for operator relief, maintenance support, construction project management, and to support various administrative functions. The EV configuration of these vehicles ensures Metro operates zero tailpipe emission Battery Electric Vehicles to continue with Metro's efforts of utilizing environmentally friendly equipment. The new Toyota bZ4X Electric Vehicles provide several benefits to Metro, including:

Environmental Impact

Metro is committed to promoting and using zero-emissions vehicles across the system, including in our non-revenue fleet. The transition to zero emission, non-revenue vehicles benefits customers, employees, and the communities where Metro vehicles operate with the elimination of harmful emissions in these environments. In alignment with the recent Board approval of the EV Parking Strategic Plan, Metro is committed to transitioning the non-revenue fleet to zero-emission vehicles.

Cost of Ownership

While having a more expensive purchase cost upfront, the high cost of fuel for gasoline vehicles and reduced maintenance for new vehicles will result in a cost reduction for maintaining the EV Crossovers as compared to gasoline and gasoline hybrid vehicles.

Safety

THE EV Crossovers are equipped with numerous technologically advanced safety features, including dynamic braking, emergency airbags, and antilock braking, making them safer to operate compared to the older gasoline and gasoline hybrid vehicles.

Charging Availability

Agencywide charging logistics for all Metro electric vehicles are addressed in Metro's EV Parking Strategic Plan 2023-2028. With the planned expansion of available charging stations, non-revenue can increase the number of electric vehicles.

DETERMINATION OF SAFETY IMPACT

Safe operation of the non-revenue vehicle fleet is paramount to the safety of the Metro employees that operate them. Excessive age and mileage lead to wear of the major systems of the vehicle, such as drive train, steering, suspension, and engine, resulting in potentially significant repair costs. Replacement of electric vehicle crossovers will minimize vehicle related safety issues.

FINANCIAL IMPACT

The recommended award is \$1,305,792.28. This budget is contained within the Life of Project of Capital Project 208610 - FY23 Non-Revenue Equipment Replacement. The budget for this procurement is in Cost Center 3790, Maintenance Administration, Account 53106, Acquisition of Service Vehicles.

Impact to Budget

The current source of funds for this action are from Transportation Development Act funding. These funds are eligible for use on Capital and Operating projects. Allocating these funds to this effort maximizes project funding use given approved provisions and guidelines.

EQUITY PLATFORM

This action will provide support equipment (EV Crossovers) that will ensure efficient and timely rail and bus service to many underserved communities in Los Angeles County and ensure continued reliable transportation services. The EV Crossovers procured will be assigned to various departments throughout Metro; however, the EV Crossovers will provide support to Rail and Bus Operating Divisions located throughout Los Angeles County, including Downtown Los Angeles, El Monte, Long Beach, and Sun Valley. The adoption of the Toyota bZ4X Electric Vehicles aligns with environmental justice principles, addressing pollution disparities in communities disproportionately affected by traditional vehicles.

The Diversity and Economic Opportunity Department (DEOD) did not establish a Small Business Enterprise (SBE) / Disabled Veteran Business Enterprise (DVBE) goal for this solicitation.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The contract for EV Crossovers supports Strategic Goal 2.3: Metro will support a customer-centric culture where exceptional experiences are created at every opportunity for both internal and external customers. The EV Crossover vehicles are required for support of bus, rail, administration, engineering, risk management and support departments focused on providing clean, safe, and reliable transportation services for Metro customers.

ALTERNATIVES CONSIDERED

The alternative to operating the current vehicles was considered for the nineteen SUV's still in service, but retaining these vehicles for use by Metro employees is not recommended. Diminished reliability, high maintenance costs, frequent repairs and higher emissions have rendered these SUV and sedans a poor alternative for continued operation.

Not purchasing the recommended EV Crossovers will significantly reduce the ability of Metro staff to support the Rail and Bus Operations that effectively provide world-class transportation for all, since the older SUV and sedans that are currently in use are more prone to breakdowns, which could cause delays in the response to incidents and major emergencies.

Other EV Crossovers were considered, but the BZ4X was the only vehicle in this class with the storage capacity, seating capacity, and range to fulfill the needs of replacing gasoline and gasoline hybrid SUVs.

NEXT STEPS

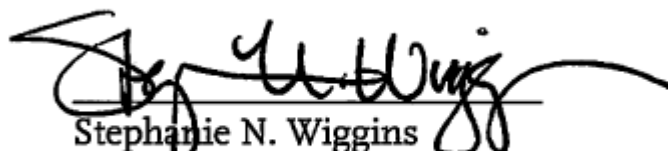
Following the execution of the contract, the vendor will place an order for the vehicles and commence delivery upon receipt from the manufacturer. Delivery of all twenty-one vehicles is scheduled before the close of the calendar year 2024.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - DEOD Summary

Prepared by: Gary Jolly, Bus Maintenance Superintendent, (213) 922-5802
James Pachan, Sr. Executive Officer (213) 922-5804
Matthew Dake, Deputy Chief Operations Officer (213) 922-4061
Debra Avila, Deputy Chief Vendor/Contract Management (213) 418-3051

Reviewed by: Conan Cheung, Chief Operations Officer (213) 418-3034



Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY
EV CROSSOVER VEHICLES
CONTRACT NO. DR113478000

1.	Contract Number: DR113478000	
2.	Recommended Vendor: Elite Auto Network	
3.	Type of Procurement: IFB	
4.	Procurement Dates:	
	A. Issued: 9/6/23	
	B. Advertised/Publicized: 8/31/23	
	C. Pre-Bid Conference: 9/13/23	
	D. Bids Due: 11/6/23	
	E. Pre-Qualification Completed: 1/9/24	
	F. Conflict of Interest Form Submitted to Ethics: 11/22/23	
	G. Protest Period End Date: 2/16/24	
5.	Solicitations Picked up/Downloaded: 6	Bids Received: 1
6.	Contract Administrator: Lorretta Norris	Telephone Number: (213) 922-2632
7.	Project Manager: Joe Guzman	Telephone Number: (562) 658-0232

A. Procurement Background

This Board Action is to approve Contract No. DR113478000 to Elite Auto Network for the purchase of twenty-one (21) 2023 Toyota BZ4X Crossovers to replace vehicles in support of Metro's Bus and Rail operations, and its commitment to promote a cleaner and sustainable transportation system. Board approval of contract award is subject to resolution of any properly submitted protest(s), if any.

The Invitation for Bid (IFB) was issued in accordance with Metro's Acquisition Policy and the contract type is a Firm Fixed Price. SBE and DVBE goals were not recommended due to the lack of subcontracting opportunities.

One (1) amendment was issued during the solicitation phase of this IFB:

- Amendment No. 1, issued on October 2, 2023, updated the Critical Dates.

A single bid was received on November 6, 2023, and deemed responsive.

B. Evaluation of Bids

This procurement was conducted in accordance and complies with Metro's Acquisition Policy for a competitive sealed bid.

The recommended firm, Elite Auto Network, the single responsive and responsible bidder, was found to be in full compliance in meeting the bid and technical requirements of the IFB.

C. Market Survey

Six (6) firms downloaded the solicitation and based on staff's findings, one submitted a bid, one is a commercial truck dealer, one leases vehicles, one is a new and used truck dealer, one is an auto parts store, and one is a bid management company. The market survey revealed that the decisions not to propose were based on individual business considerations. The automotive industry is still recovering from the pandemic with ongoing supply chain and logistics issues. Most are not willing to commit to long-term, fixed price contracts due to these concerns.

D. Price Reasonableness

The recommended price is the result of an open competitive bid process in a competitive environment. The bidder prepared its bid with the expectation of adequate price competition. Both Metro and the bidder anticipated there would be more than one acceptable bid submitted. Overall, the total bid price has been determined to be fair and reasonable based upon market conditions and selection of the single responsive and responsible bidder.

The single bid received was recommended for award even though the bid was 23% higher than the independent cost estimate. The price variance is reflective of the Market Survey conducted and the current global market conditions which have been heavily impacted by the COVID-19 pandemic.

The market price of steel has fluctuated to almost double of what it was since the last procurement of electric vehicles were purchased. A worldwide semiconductor supply shortage has stalled production within the automotive industry and drastically delayed the delivery timeline of vehicles. In addition, the global logistics landscape of moving goods is heavily burdened by a shortage of manpower combined with an increased cost of fuel driving up the freight cost for these units. These issues all contribute to the price variance in addition to general supply chain issues and labor cost escalations.

Bidder's Name	Total Bid Amount	Metro ICE
Elite Auto Network	\$1,305,792.28	\$1,008,000

E. Background on Recommended Contractor

The recommended firm, Elite Auto Network, is a dealer/broker located in Beverly Hills, California, has been in business over 35 years and provides full circle fleet management, including vehicle upfitting, mobile and drive away services, and fleet electrification. Elite Auto Network has performed satisfactorily on previous Metro contracts since 2017.

No. 1.0.10
Revised 10/11/16

DEOD SUMMARY

EV CROSSOVER VEHICLES / CONTRACT NO. DR113478000

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) did not establish a Small Business Enterprise (SBE) / Disabled Veteran Business Enterprise (DVBE) goal for this solicitation due to lack of subcontracting opportunities. Elite Auto Network, an SBE prime, listed three (3) major firms as non-SBE subcontractors to perform on this contract.

B. Living Wage and Service Contract Worker Retention Policy Applicability

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

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

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



Board Report

File #: 2023-0748, File Type: Budget

Agenda Number: 19.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE FEBRUARY 15, 2024

SUBJECT: FIRE ALARM AND SUPPRESSION SYSTEM PROJECT

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

ESTABLISH a Life of Project (LOP) Budget of \$19,000,000 for the Metro B, D, A Lines, and Division 20 Fire Alarm and Suppression System Project.

ISSUE

In September 2020, the Board approved \$3,000,000 for engineering analysis and requirements definition for a Metro B and D (formerly Red and Purple) Line Fire Alarm Control Panel Replacement System. These funds were needed to assess the existing fire alarm system and develop design and construction specifications. At that time, the estimated cost of replacing the system was not able to be determined. The fire alarm and suppression system in the B and D Lines is intricate and complex to replace as it interfaces with other systems, such as the Supervisory Control and Data Acquisition (SCADA) system. In addition, the project scope of work was expanded to include the fire alarm systems for Division 20 and the Metro A Line Memorial Park-associated tunnel section. After the design and construction specifications were completed, the procurement was initiated as an Invitation for Bid (IFB) No.C1223 to obtain pricing information and award a contract. A LOP needs to be established to award the contract and move forward with this replacement. This LOP is inclusive of the previously approved engineering costs.

BACKGROUND

The fire alarm control and suppression system play a critical role in ensuring the safety of passengers, employees, and the railway infrastructure. This system is designed to detect and respond to fire incidents promptly. When a fire alarm is triggered, the control system communicates with the Rail Operation Control Center (ROCC) through a connection to the Supervisory Control and Data Acquisition (SCADA) network. This communication involves transmitting real-time data and alerts to the ROCC, providing detailed information about the location and nature of the fire. Once the information reaches the ROCC, the situation can be assessed swiftly, and notification sent to emergency responders. This seamless communication between the fire alarm control system and the ROCC is essential for maintaining the safety and operational integrity of the Metro railway system. The fire alarm control and suppression system are also mandated by local, state, and federal

fire life safety regulations and codes.

DISCUSSION

The project scope of work entails the replacement of the fire alarm control and suppression systems along Segment 1 (from Union Station to Westlake MacArthur Park) on the Metro B and D Lines, Division 20, and the A Line Memorial Park tunnel section. In addition, the scope of work includes the replacement of the Halon fire suppression systems with NOVEC 1230 systems in the train control and communication (TC&C) rooms at those stations and in three rooms at Division 20.

The fire alarm and suppression systems on the B and D Lines as well as Division 20 are close to reaching the end of their useful lives. The system's components, hardware, and software are original equipment that has been in continuous service since the opening of the B and D Lines in 1993. The system will require replacement to renew its useful life as the Original Equipment Manufacturer (OEM) no longer supports the system. However, after-market compatible parts are available, but supply is limited. Wayside workforces often depend on the services of specialized fire alarm firms to acquire and install after-market compatible parts to keep the existing system operational.

The fire alarm control system on the A Line Memorial Park tunnel section has been damaged by rainwater seepage and corrosion in the tunnel environment. The fire alarm system is rendered inoperable, and a temporary Fire Watch order has been in place. The Memorial Park fire alarm system will be scheduled to be among the first items replaced to restore functionality.

Replacement of these fire alarm control and suppression systems is part of the Capital Improvement Program (CIP) to renew transit infrastructure assets. Metro is committed to maintaining transit infrastructure assets in a state of good repair.

A \$19,000,000 need has been estimated based on the necessary project scope and the bid pricing received. This is related to construction costs based on bids received as well as an increase in the scope of work to include Division 20 and Metro A Line Memorial Park. The expenditure plan for the project is shown in Attachment A.

DETERMINATION OF SAFETY IMPACT

Approval of the recommendation will have a positive impact on safety as the project work scope will move forward to ensure compliance with the current local, State of California, and Federal Fire Life Safety regulations and codes including Los Angeles Fire Department Regulation 4. Maintaining the rail system in a state of good repair and compliance with current fire life safety regulations and codes is essential to providing a safe environment for our patrons and employees.

FINANCIAL IMPACT

This action will establish a \$19,000,000 LOP budget for capital project 205116 - MRL Fire Alarm and Suppression System, given the completion of the IFB No. C1223 procurement process. Annual funding required for this project is included in the FY24 budget.

Since this is a multi-year project, the Project Manager will ensure that the balance of funds are budgeted in future fiscal years.

Impact to Budget

The current source of funds for this action is Measure M State of Good Repair 2%. This funding source is eligible for capital projects, not eligible for bus and rail operations.

EQUITY PLATFORM

The benefits of this action are to ensure that transit infrastructure and the safety of the customers and riders are improved countywide, including assets that provide transit service in Equity Focus Communities (EFCs).

The EFCs served include Downtown L.A., Koreatown, Westlake, Hollywood, Universal City, and North Hollywood.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of this recommendation supports the following Metro Strategic Plan Goals:

Goal # 1 Provide high-quality mobility options that enable people to spend less time traveling.

Goal # 2 Deliver outstanding trip experiences for all users of the transportation system.

Goal # 3 Enhance communities and lives through mobility and access to opportunity.

ALTERNATIVES CONSIDERED

The Board may choose not to adopt the LOP budget. This is not recommended by staff because the existing fire alarm control and fire suppression systems at the identified locations are reaching the end of their useful lives. They are safety sensitive and choosing not to perform or postpone these replacements may impact service reliability and safety. Additionally, unscheduled maintenance repair costs on a per component basis will result in higher operating costs versus reduced costs when performing work as scheduled.

NEXT STEPS

Upon Board approval of the requested LOP, the CEO may approve the low bid contract award, pursuant to California Public Utilities Code 130051.9(c). The contract will be executed, and Operations - Infrastructure Maintenance and Engineering will proceed forward with the project scope.

ATTACHMENTS

Attachment A - Project 205116 Expenditure Plan

Prepared by: Leonid Bukhin, Deputy Executive Officer, Operations Engineering (213) 922-7218
Errol Taylor, Deputy Chief Operations Officer, Infrastructure Maintenance and Engineering, (213) 922-3227

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034



Stephanie N. Wiggins
Chief Executive Officer

CP 205116 Expenditure Plan
Metro B, D, Division 20, and A Line Memorial Park Tunnel Section Fire Alarm and Suppression System

Use of Funds	ITD	FY24	FY25	FY26	FY27	FY28	Total
IFB No C1223 Metro B, D, Division 20 and A Line Memorial Park Tunnel Fire Alarm Control and Suppression System Replacement	\$ -	\$ 500,000	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	\$ 1,081,133	\$ 12,081,133
Contract No. PS46172000 Engineering Design Work and Construction Specifications	\$ 799,102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 799,102
Metro Wayside and Facilities Maintenance Labor	\$ -	\$ -	\$ 995,700	\$ 1,021,350	\$ 1,039,200	\$ 267,500	\$ 3,323,750
Agency Costs (Design Support During Construction, Project Management, Procurement, Labor Compliance)	\$ 96,015	\$ 100,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 100,000	\$ 1,796,015
Contingency 8%							\$ 1,000,000

Yearly Cash Flow Forecast \$ 895,117 \$ 600,000 \$ 4,995,700 \$ 5,021,350 \$ 5,039,200 \$ 1,448,633 \$ 19,000,000



Board Report

File #: 2023-0758, File Type: Contract

Agenda Number: 20.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
FEBRUARY 15, 2024

SUBJECT: P3010 LIGHT RAIL VEHICLE COMPONENT OVERHAUL BATTERY KITS

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to award a 24-month indefinite quantity/indefinite delivery Contract No MA101202000 to Saft America Inc. for the purchase of 235 P3010 Battery Kits for a not-to-exceed amount of \$3,513,278 subject to the resolution of any properly submitted protest(s), if any; and
- B. FINDING that there is only a single source of procurement for the item(s) set forth in Recommendation A above and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use, as defined under Public Utilities Code Section 130237.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

ISSUE

The Original Equipment Manufacturer (OEM) identified and established a component overhaul schedule for all vehicle systems occurring at the 600,000-mile interval to sustain passenger comfort and safety while ensuring equipment operates within designed reliability and longevity targets.

The P3010 rail car fleet manufacturer, along with its sub-suppliers, identified component level overhauls to vehicle systems, including the friction brakes, propulsion, doors, truck assembly including traction motor and gearbox, auxiliary power supply, coupler, master controller, pantograph and Heating Ventilation/Air Conditioning Systems. Therefore, the P3010 overhaul program will require board authorization for 10 separate vendors and new component contracts to complete the project over a 5-year period. The battery kits represent one such system to be overhauled.

BACKGROUND

The P3010 LRV fleet was originally placed in revenue service between 2016 - 2023 to support the E (Expo) and former L (Gold) Line extensions, as well as the replacement of the P865/P2020 legacy fleets that were decommissioned between 2017 - 2021. Today the P3010 light rail fleet operates on all of Metro's light rail lines, including A (Blue), C (Green), E (Expo), and K (Crenshaw) lines. The P3010 LRV fleet consists of 235 rail cars operating with consistent performance, reliability, and safety at over 74,624,607 miles.

DISCUSSION

The Component Level Overhaul program consists primarily of the repair and replacement of identified equipment that will be overhauled several times during the life of the vehicle. This is the 1st of several overhaul cycles necessary to meet the vehicle's 30-year design life. Rail Fleet Services mechanical staff will perform the removal, testing, and reinstallation of the equipment overhauled by OEM contractors, as the Rail Fleet Service shops do not have the necessary expertise, tools, equipment, and space to perform the actual component overhauls. The contractors are required to meet Federal Transit Administration (FTA), Association of American Railroad (AAR), California Public Utilities Commission (CPUC), and Metro's Corporate Safety Standards.

Metro's Transit Vehicle Engineering (TVE) Department, along with Rail Fleet Services staff, performed a technical review of the OEM 600,000 overhaul recommendations and concur with each future overhaul project as described in the Heavy Repair Manuals. TVE also developed the Statement of Work and specifications for the contractor to follow.

The Component Level Overhaul program is mileage based on the current rollout and headway requirements. These overhauls will occur every 5 years throughout the vehicle's service life. The Component Level Overhaul is unlike the Mid-life Overhaul program that typically involves an overhaul contractor, and/or equipment replacement to the major systems while addressing obsolete parts and performance issues/upgrades. The Mid-life rehabilitation occurs at the vehicle's Mid-life, typically 15-years, scheduled to occur beginning calendar year 2031.

DETERMINATION OF SAFETY IMPACT

Passenger safety is of the utmost importance to Metro and staff. These batteries are integral components to ensure the safe operation of an LRV as they provide power for raising the pantographs, opening/closing doors and providing emergency interior and exterior lighting for the LRV.

Therefore, it is critical for staff to meet maintenance and overhaul cycles as defined by the OEM while maintaining compliance with state and federal regulations as well as Metro's internal safety standards, policies, and procedures.

FINANCIAL IMPACT

Funding in the amount of \$3,513,278 for these battery kits is included in the FY24 budget under approved Capital Project (CP) 214009. - P3010 Fleet Component Overhaul.

Since this is a multi-year project, the cost center Component Overhaul Superintendent, Division Director, and Sr. Executive Officer of Rail Fleet Services will ensure that the balance of funds is budgeted in future years.

Impact to Budget

The current source of funds for this action is Proposition A 35%, which is eligible for Metro Rail Operations. Use of this funding source maximizes the allowable project application given approved guidelines and provisions.

EQUITY PLATFORM

This action will ensure that Metro's P3010 LRV fleet is able to provide vital transportation services throughout the City and County of Los Angeles via A, C, E and L lines, including many underserved communities where disparities within the region can exist between residents' access to jobs, housing, education, health, and safety. Rail transportation provides an important lifeline for travelers with limited transportation options, and the Metro light rail maintenance programs ensures the proper State of Good Repair to the P3010 light rail fleet to provide transportation for those that primarily rely on transit.

The Diversity and Economic Opportunity Department (DEOD) established an overall 2% Disadvantaged Business Enterprise (DBE) goal. SAFT exceeded the goal by making a 2.08% DBE commitment.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the P3010 rail fleet battery supports Strategic Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. The procurement of rail batteries precedes the forthcoming nine overhaul projects. This overhaul program ensures sustained fleet reliability, including safe, accessible, and affordable transportation for all riders of Metro's light rail system. The recommendation supports Metro Strategic Plan Goal 5) Provide Responsive, Accountable, and Trustworthy governance within the Metro organization. Contract Modification Authority and Contract extension safeguard overhaul production continuance while meeting passenger safety and fleet reliably.

ALTERNATIVES CONSIDERED

The P3010 fleet is Metro's newest and most reliable light rail fleet with sustained availability and reliability. Execution of this overhaul regenerates equipment performance with a positive impact on passenger safety. An alternative is to defer the OEM recommended overhaul program. However, this is not recommended as the fleet will suffer overtime and will create decreased availability/reliability with a high risk of equipment breakdowns as well as negative impacts to on-time-performance and customer service.

Approval of this board item is needed due to the expertise required from the OEM that will save time and money rather than having to re-solicit for these services. Additionally, due to the nature of the

existing overhaul services contract, replacing motors will be performed concurrently to other overhaul services under the contract.

NEXT STEPS

Upon approval of the Board, staff will execute procurement for Contract No. MA101202000 of light rail vehicle batteries with Saft America, Inc. The staff will return to the board for approval of future contract awards inclusive of truck systems, coupler, heating ventilation and air conditioning, low voltage power supply, propulsion, high speed circuit breaker, master controller, and pantograph.

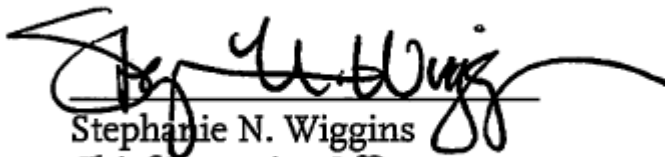
ATTACHMENTS

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: Bob Spadafora, Sr. Executive Officer, Rail Fleet Services (213) 922-3144
Richard M. Lozano, Service Operations Superintendent, Rail Fleet Services (323) 224-4042
 Mike Ornelas, Senior Director Rail Fleet Services, (310) 431-3930
 Matthew Dake, Deputy Chief Operations Officer (213) 922-4061
 Debra Avila, Deputy Chief, Vendor/Contract Management (213) 418-3051

Reviewed by: Conan Chueng, Chief Operations Officer (213) 418-3034



Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

P3010 LIGHT RAIL VEHICLE COMPONENT OVERHAUL BATTERY KITS

MA101202000

1.	Contract Number: MA101202000	
2.	Recommended Vendor: SAFT America, Inc.	
3.	Type of Procurement (check one): <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> RFP--A&E <input checked="" type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	Procurement Dates :	
	A. Issued: June 22, 2023	
	B. Advertised/Publicized: N/A (sole source)	
	C. Pre-proposal Conference: N/A	
	D. Proposal Due: August 11, 2023	
	E. Pre-Qualification Completed: August 22, 2023	
	F. Conflict of Interest Form Submitted to Ethics: October 31, 2023	
	G. Protest Period End Date: January 22, 2024	
5.	Solicitations Picked up/Downloaded: 1	Proposals Received: 1
6.	Contract Administrator: Andrew Coppolo	Telephone Number: (213) 922-1067
7.	Project Manager: Richard Lozano	Telephone Number: (213) 792-8047

A. Procurement Background

This Board Action is to approve Contract No. MA101202000 in support of Metro's P3010 Light Rail Vehicle (LRV) to procure services required for the complete overhaul and replacement of the P3010 Battery Kits. The existing battery kits on the Kinkisharyo (KI) P3010 LRV's were designed and built by the original equipment manufacturer (OEM), SAFT America, Inc. (SAFT). It was determined by Metro's engineering and operations team that SAFT possesses rights and control over proprietary data, supplies, and equipment necessary to ensure full operational capability of their battery kits. Therefore, the overhaul of the P3010 LRV battery kits must be overhauled by OEM, SAFT. Board approval of contract award is subject to resolution of any properly submitted protest(s).

On June 22, 2023, the non-competitive Request for Proposal (RFP) No. MA101202 was issued to SAFT in accordance with Metro's Acquisition Policy and Procedures. The contract type is Firm-Fixed Unit Price Indefinite Delivery, Indefinite Quantity (IDIQ). The Diversity and Economic Opportunity Department (DEOD) recommended a 2% Disadvantaged Business Enterprise (DBE) goal.

The sole source proposal was received on August 11, 2023.

B. Evaluation of Proposal

This is a non-competitive sole source procurement that is consistent with Public Utility Code 130237 for the duplication or replacement of existing equipment already in use. This solicitation was evaluated in compliance with Metro’s Acquisition Policy and Procedures.

Metro’s Project Manager (PM) performed a technical evaluation of the proposal in accordance with the RFP. The technical evaluation consisted of proposed direct material and proposed transportation. The proposal was found to be technically acceptable and fully responsive to all the RFP requirements. Metro and the Proposer mutually negotiated selected terms and conditions, delivery schedule, and unit pricing.

The firm recommended for award, SAFT America, Inc. was found to be in compliance with the RFP requirements.

C. Cost Analysis

In accordance with Metro’s Acquisition Policy and Procedures for a non-competitive acquisition, a price analysis is required. Metro performed a price analysis which consisted of negotiations, market research, an independent cost estimate (ICE), and historical price comparisons for similar purchases. Based on staff’s price analysis, it was determined that the total proposed price of \$3,513,278 was best attainable and deemed fair and reasonable.

Firm	Proposal Amount	Metro ICE	Negotiated Amount
SAFT America, Inc.	\$3,604,715	\$3,335,825	\$3,513,278

The final negotiated price is approximately 5.32% higher than the ICE. The price difference is attributed to proposed elements in SAFT’s price that were not considered in the ICE. The ICE did not consider the market risk or inflationary economic conditions on the price of the metals, such as nickel, and raw materials used in the battery kits. Continued uncertainties in the market and higher inflation forecasts can account for some measurable proportion of the gap between the ICE and the negotiated firm-fixed price amount from SAFT. Additionally as a result of negotiations, staff realized a cost savings of \$91,437, or 2.54%, over the period of performance of 24 months from the original proposal amount to the recommended award amount.

Reconciling the ICE with the above factors results in the determination that the proposed price from SAFT is fair and reasonable.

D. Background on Recommended Contractor

SAFT America, Inc. (SAFT), founded in 1918, is a subsidiary of Saft Groupe SA, who is a subsidiary of TotalEnergies SE. TotalEnergies SE is a multinational integrated multi-energy company that produces and markets energies on a global scale. SAFT located in Cockeysville, MD, is the manufacturer of lithium and thionyl chloride unit cells and multi-cell batteries that are used in three-quarters of all metro systems, including more than 100 rail networks. Additionally, SAFT's products and services are used in commercial, industrial, medical, military, and transportation industries. SAFT is the OEM of the battery kit for Metro's P3010 Kinkisharyo Expo Line rail cars and to date, SAFT has provided satisfactory products and services to Metro on previous purchases.

DEOD SUMMARY

**P3010 LIGHT RAIL VEHICLE COMPONENT OVERHAUL BATTERY KITS
CONTRACT NUMBER MA101202000**

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established an overall 2% Disadvantaged Business Enterprise (DBE) goal for this Indefinite Delivery / Indefinite Quantity (IDIQ) solicitation. SAFT America, Inc. exceeded the goal by making a 2.08% DBE commitment.

Small Business Goal	2% DBE	Small Business Commitment	2.08% DBE
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	DBE Subcontractor	Ethnicity	% Committed
1.	ImEx Cargo	Hispanic American	2.08%
Total Commitment			2.08%

B. Local Small Business Enterprise (LSBE) Preference

The LSBE preference is not applicable to federally funded procurements. Federal law (49 CFR § 661.21) prohibits the use of local procurement preferences on FTA-funded projects.

C. Living Wage and Service Contract Worker Retention Policy Applicability

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

D. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

E. Project Labor Agreement/Construction Careers Policy

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



Board Report

File #: 2024-0049, File Type: Informational Report

Agenda Number: 21.

OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE FEBRUARY 15, 2024

SUBJECT: MEMBERSHIP ON METRO'S SAN GABRIEL VALLEY SERVICE COUNCIL

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

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

ISSUE

Each Metro Service Council (MSC) is comprised of nine Representatives who serve terms 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.

The San Gabriel Valley Service Council has a vacancy created by a Councilmember who recently resigned.

BACKGROUND

Metro Service Councils were created in 2002 as community-based bodies tasked with improving bus service and promoting service coordination with municipal and local transit providers. The MSC bylaws specify that Representatives should live in, work in, or represent the region; have a basic working knowledge of public transit service within their region, and an understanding of passenger transit needs. To do so, each Representative is expected to ride at least one transit service per month.

The MSCs are responsible for convening public hearings to receive community input on proposed service modifications, rendering decisions on proposed bus route changes, and considering staff's recommendations and public comments. All route and major service changes that are approved by the MSCs will be brought to the Metro Board of Directors as an information item. Should the Metro Board decide to move an MSC-approved service change to an Action Item, the MSCs will be notified of this change before the next Service Council monthly meeting.

DISCUSSION

The individual listed below has been nominated to serve on the San Gabriel Valley Service Council by the vacant seat’s nominating authority. If approved by the Board, this appointment will serve for the remainder of the three-year term specified below. A brief listing of qualifications and the nomination letter for the new nominee are provided in Attachments A and B.

For reference, the 2021 American Community Survey demographics and 2022 Metro Ridership Survey demographics for each region are compared to the membership, should this nominee be appointed.

San Gabriel Valley Service Council Nominee

- A. Roberto Álvarez, New Appointment
 Nominated by: Fifth District Supervisor Kathryn Barger
 Term: July 1, 2022 - June 30, 2025

% Region Total	Hispanic	White	Asian & PI	Black	Native Amer	Other
SGV Council Region	49.6%	16.3%	28.4%	3%	0.2%	2.4%
SGV Region Ridership	67%	8%	13%	8%	1%	4%
SGV Membership/No.	66.6%/6	22.2%/2	11%/1	0%/0	0%/0	0%/0

The gender makeup of the San Gabriel Valley Cities Service Council will be as follows:

SGV Sex/Gender	Male/Man	Female/Woman	Non-binary/Non-conforming	Prefer to self-describe
Los Angeles County	49.6%	50.4%	**	**
SGV Ridership	50%	47%	3%	1%
SGV Current Membership/No	77.7% (7)	22.2% (2)	0%	0%

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 required to regularly use 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 riders including the need for safe operation of transit service and safe location of bus stops.

EQUITY PLATFORM

Metro seeks to appoint Service Council members who represent the diverse needs and priorities reflective of the demographics of each respective region. To encourage nominating authorities to nominate individuals who will closely reflect the region and its ridership, staff shares regional ridership, resident, and Service Council membership race/ethnicity, and gender demographics with

each nomination request. This practice has resulted in the Service Councils becoming much more diverse in terms of both race/ethnicity and gender over the last several years. Gender equity is critically important for Service Council representation, given the unique transit needs and experiences women have, and there is still work that needs to be done to achieve gender equity on all of the Service Councils. Outreach will be performed to nominating authorities for future SGV Service Council vacancies. These practices will be implemented in an effort to more closely match the demographics to that of the region and its ridership. Staff will continue to share demographic information and encourage nominating authorities to improve gender equity through their appointments as opportunities arise Race/ethnicity and sex/gender information for the other four Service Council regions is provided for comparison.

Service Council Region Sex/Gender	Male/ Man	Female/ Woman	Non-binary/ Non-conforming	Prefer to self-describe
Los Angeles County	49.6%	50.4%	**	**
GWC (Gateway Cities) Ridership	52%	45%	2%	1%
GWC Current Membership/No.*	57% (4)	43% (3)	0%	0%
SBC (South Bay Cities) Ridership	46%	52%	2%	0%
SBC Current Membership/No.	66% (6)	33% (3)	0%	0%
SFV (San Fernando Valley) Ridership	46%	51%	2%	1%
SFV Current Membership/No.	66% (6)	11% (1)	22.2% (2)	0%
WSC (Westside Central Cities) Ridership	48%	49%	2%	1%
WSC Current Membership/No.*	62.5% (5)	37.5% (3)	0%	0%

Service Council Region Race/Ethnicity	Hispanic	White	Asian/ Pac Isl	Black	Native Amer	Other
GWC (Gateway Cities) Council Region	65.6%	14.6%	9.4%	7.9%	0.2%	2.2%
GWC Current Membership/No.*	85%/6	0%/0	0%/0	0%/0	0%/0	15%/1
GWC Ridership	65%	8%	4%	20%	0%	2%
SBC (South Bay Cities) Council Region	45.7%	20.9%	13.8%	15.8%	0.2%	3.9%
SBC Current Membership/No.	33%/3	33%/3	11%/1	22%/2	0%	0%
SBC Ridership	64%	5%	6%	22%	1%	4%
SFV (San Fernando Valley) Council Region	41.3%	40.1%	11.0%	3.7%	0.2%	2.2%
SFV Current Membership/No.	44%/4	33%/3	0%/0	11%/1	0%/0	11%/1
SFV Regional Ridership	63%	13%	9%	9%	1%	5%
WSC (Westside Central Cities) Council Region	42.4%	30.7%	13.7%	9.1%	0.2%	3.9%
WSC Current Membership/No.*	37.5%/3	37.5%/3	0%/0	12.5%/1	0%/0	12.5%/1
WSC Regional Ridership	66%	7%	7%	16%	1%	4%

* The Gateway Cities Service Council currently has two vacancies. The Westside Central Service Council currently has one vacancy.

**Taken from 2022 Census Quick Facts; Census data includes a question that intends to capture current sex;

there are no questions about gender, sexual orientation, or sex at birth.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of this recommendation supports the following Metro Strategic Plan Goal: 30 Enhance communities and lives through mobility and access to opportunity.

ALTERNATIVES CONSIDERED

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

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, implement, and improve bus service and the customer experience in their areas.

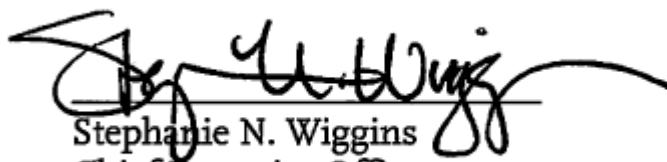
ATTACHMENTS

Attachment A - New Appointee Nomination Letter

Attachment B - New Appointee Biography and Qualifications

Prepared by: Dolores Ramos, Senior Manager, Regional Service Councils, (213) 922-1210

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034


Stephanie N. Wiggins
Chief Executive Officer

NEW APPOINTEE NOMINATION LETTER



**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

869 KENNETH HAHN HALL OF ADMINISTRATION/LOS ANGELES, CALIFORNIA 90012
Tel: 213-974-5555 Fax: 213-974-1010

KATHRYN BARGER
SUPERVISOR, FIFTH DISTRICT

January 19, 2024

Ms. Dolores Ramos
Chief Administrative Analyst
Regional Service Councils
1 Gateway Plaza, MS 99-7-2
Los Angeles, CA 90012

RE: Appointment of Roberto Alvarez to the San Gabriel Valley Service Council

Dear Ms. Ramos:

This letter serves as my recommendation to appoint Roberto Alvarez as my representative to the Los Angeles County Metro San Gabriel Valley Service Council to fill the remainder of the seat's 7/1/22 – 6/30/25 term.

Roberto is a veteran and lifelong resident of the San Gabriel Valley and has accumulated years of experience in myriad public policy areas, including but not limited to transportation, land use, veterans' affairs, sanitation, and zero emission vehicles technology. He will serve the San Gabriel Valley well.

Sincerely,

A handwritten signature in blue ink that reads "Kathryn Barger".

KATHRYN BARGER
Supervisor, Fifth District

KB:dpo

Roberto Álvarez, Nominee to San Gabriel Valley Service Council



Roberto Álvarez is an Assistant Deputy for Planning and Public Works, Transportation, Sustainability & Environmental Policy, and Military and Veterans Affairs in the Office of Fifth District Supervisor Kathryn Barger. He is also a veteran of the United States Army where he served as a Network Switch Operator-Maintainer overseeing the distribution of sensitive information including reports and directives through various communications channels.

Prior to joining the Office of LA County Supervisor Kathryn Barger where he has worked in various roles, he worked as a District Liaison and a Staff member for Pasadena Councilmember John J. Kennedy.

Mr. Álvarez is a resident of Pasadena. He holds a Bachelor of Arts degree in Political Science and Government, and a Master of Science degree in Psychology from Arizona State University.



Board Report

File #: 2023-0495, File Type: Contract

Agenda Number: 22.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE FEBRUARY 15, 2024

SUBJECT: A650 HEAVY RAIL VEHICLE (HRV) REFURBISHMENT

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to award a fixed price contract, Contract No. A650-2022 to Woorjin IS America for the refurbishment of 74 heavy rail vehicles (HRVs), in the amount of \$213,587,543 for 70 base HRVs (\$201,221,103), and exercise one contract option for an additional 4 HRVs (\$12,366,440), totaling 74 HRVs; subject to the resolution of any properly submitted protest(s); and
- B. APPROVING the Life of Project (LOP) budget of \$264,662,611.20.

ISSUE

Metro's Rail Fleet Management Plan FY2023-FY2042 anticipates a need to refurbish the A650 Option vehicles to ensure the fleet is maintained in a State of Good Repair.

BACKGROUND

The A650 Option Buy fleet consists of 74 HRVs originally manufactured by Breda Costruzioni Ferroviarie. It has an average age of nearly 25 years with many obsolete components, requiring refurbishment to maintain State of Good Repair through the 2028 Olympics and beyond.

In September 2016, the Board authorized a contract for the midlife overhaul of 74 A650 Option Buy HRVs. In the Spring 2022 this contract was terminated for non-performance after work was initiated on 14 HRVs.

To comply with Metro's Rail Fleet Management Plan and to meet future service needs it is necessary to proceed with a new refurbishment program for the A650 Option Buy Fleet. However, of the 14 partially refurbished HRVs, 4 HRVs are in a significantly disassembled state, requiring additional inspection and inventory work and the risk of missing components, which may require additional lead time to order. Therefore, these 4 HRVs are included as a separate proposal option in order to allow

for different pricing to account for the different scope of work required to complete refurbishment of these vehicles. Staff is recommending proceeding with a base order of 70 HRVs; with these remaining 4 disassembled HRVs included as an Option order to be executed immediately in order to ensure these vehicles are refurbished on schedule.

DISCUSSION

Unless refurbished the A650 Option Buy fleet will reach the end of its planned useful life by 2027. The fleet is already experiencing multiple system obsolescence issues, reducing its service reliability and availability. By refurbishing these HRVs, the A650 Option fleet can be kept in service through the Olympics at which time sufficient HR5000 vehicles will be delivered to replace the A650 fleet. Staff's recommendation presents the firm that is most advantageous to Metro. During the RFP process, staff issued the RFP and held a pre-proposal conference with rail car manufacturers and system suppliers throughout the industry. In addition, a letter requesting feedback on potential changes to the RFP was issued to 12 registered TVMs (Transit Vehicle Manufacturers registered with the Federal Transit Authority), including those who did not participate in the pre-proposal conference, to generate additional interest and participation. As a result of the RFP process, Woojin IS America was the only firm to submit a proposal to perform the refurbishment of the 74 A650 Option HRVs.

Metro's Source Selection Committee (SSC) reviewed the proposal by Woojin IS America and evaluated five (5) key factors: 1) Experience and Past Performance, 2) Price, 3) Technical Compliance, 4) Project Management, and 5) U.S. Employment Plan. Through this evaluation, the SSC found the proposal to be in compliance with the RFP requirements. An Independent Cost Estimate was also developed and found the proposal to be within the Competitive Range. This Procurement complies with Buy America and Metro's Manufacturing Careers Policy.

The delivery of all 70 HRVs is required to be completed by no later than fifty-six (56) months from Notice to Proceed (NTP), ensuring the majority of the 70 HRVs are in service by the 2028 Olympics and Paralympics in July 2028. The contract includes provisions to impose liquidated damages for late deliveries.

To review the vehicle design and to ensure timely delivery of the vehicles, staff recommends engaging the services of professional service consultants. The estimated cost for the professional services is included in Attachment C - Funding & Expenditure Plan.

DETERMINATION OF SAFETY IMPACT

The approval of this Contract award will have a direct and positive impact to system safety, service quality, system reliability, maintainability and overall customer satisfaction. The A650 Refurbishment Program will permit Metro to maintain the "State of Good Repair" of the A650 Option Buy fleet.

FINANCIAL IMPACT

Upon Board approval, this action will establish a LOP Budget of \$264,662,611.20 for Refurbishment of 74 HRV's. The Project LOP not only includes resources for the Base Order Refurbishment of 70 HRVs (\$201,221,102.63), there are also resources necessary for Professional Services (\$19,621,538.46), Metro administration (\$7,666,020.00), and Project Contingency which includes a

10% Contract Modification Authority (CMA) (\$23,787,510.11), and the Option Order for the Refurbishment of 4 additional HRVs (\$12,366,440.00). These resources will be programmed during the annual budget process.

The FY24 planned expenditure of \$12,000,000 is included in the combined annual budgets for this A650-2022 project under CP 206038 which will be moved to a new CP once the Board approves the requested LOP. Both CPs are under Cost Center 3043, Rail Vehicle Acquisition. Additional funds for this project will be transferred from other capital projects.

Since this is a multi-year contract, the cost center manager will be responsible for ensuring that Project costs are budgeted in future fiscal years.

Impact to Budget

The current source of funds for this action is Local Prop A Rail Set Aside 35%. This funding is eligible for Rail Capital and Operating Projects. Staff is also pursuing additional Federal, State, and Local funding sources such as Cap and Trade and similar sources as they become available to meet the funding needs for the project.

EQUITY PLATFORM

The A650 Option vehicles will be used on the B Line, D Line, and upcoming D (Purple) Line Extension. Approving the decisions in this board report will improve the service reliability and ride comfort on these lines that serve a majority of Equity Focus Communities who rely on public transportation for their daily trips. Based on the 2019 Customer Survey, the B and D heavy rail lines serve the following ridership:

- 27.7% below the poverty line
- 56.4% had no car available

Rider Ethnicity:

- Latino 38.9%;
- Black 13.1%;
- White 25.8%;
- Asian/Pacific Islander 15.2%;
- Other 6.5%

In addition, Areas included Union Station to Downtown LA, Koreatown (Wilshire/Western), Hollywood, Universal City, and North Hollywood. Attachment D depicts Metro's current rail line map showing the areas of Metro's Equity Focus Communities (EFCs) that will benefit from this board decision.

The Diversity and Economic Opportunity Department (DEOD) did not recommend a Disadvantaged Business Enterprise (DBE) goal for this procurement as it is not applicable (please refer to Attachment B). This procurement falls under the Federal Transit Administration's (FTA) Transit Vehicle Manufacturer (TVM) goal in accordance with 49 Code of Federal Regulations (CFR) Part

26.49. However, Woojin IS America has an established DBE goal of 3.47% with the FTA.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These recommendations support Metro Strategic Plan Goal No. 5) to “provide responsive, accountable, and trustworthy governance within the Metro organization”. This goal strives to position Metro to deliver the best possible mobility outcomes and improve business practices so that Metro can perform more effectively and adapt more nimbly to the changing needs of our customers.

ALTERNATIVES CONSIDERED

The Board of Directors may choose not to authorize the contract award for this project; however, this alternative is not recommended as this project is critical to support the D Line Extensions, committed level of service to the Federal Transit Administration (FTA), and upcoming Olympic and Paralympic service needs.

NEXT STEPS

Upon Board award approval, a Contract will be executed and a Notice-to-Proceed will be issued to Woojin IS America once all insurance and bonding requirements are met. Metro and Woojin IS America will then mobilize the required resources to ensure the timely completion of deliverables by the Vehicle Contractor.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - DEOD Summary
Attachment C - Funding & Expenditure Plan
Attachment D - Metro 2022 EFC Map

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Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

A650-2022 HEAVY RAIL VEHICLE (HRV) REFURBISHMENT

1.	Contract Number: A650-2022	
2.	Recommended Vendor: Woojin IS America, Inc.	
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: 10/12/23	
	B. Advertised/Publicized: 10/12/23	
	C. Pre-Proposal Conference: 10/24/23	
I	D. Proposals Due: 11/21/23	
	E. Pre-Qualification Completed: 12/22/23	
	F. Ethics Declaration Forms submitted to Ethics: 11/21/23	
	G. Protest Period End Date: 01/31/24	
5.	Solicitations Picked up/Downloaded: 89	Bids/Proposals Received: 1
6.	Contract Administrator: Elizabeth Martin-Maldonado, Sr. Manager, Contract Administration	Telephone Number: 213-922-1041
7.	Project Manager: Annie Yang	Telephone Number: 213-922-3254

A. Procurement Background

This Board Action is to approve Contract No. A650-2022000 to refurbish, modernize, and replace critical components on the Option Buy AC propulsion Heavy Rail Vehicle (HRV) fleet and spare trucks; subject to the resolution of any properly submitted protest(s), if any. The Option Buy fleet will consist of a Base quantity of thirty-five (35) married-pairs (70 HRVs) to be refurbished, along with ten (10) spare truck assemblies, and an Option for an additional two (2) married-pairs (4 HRVs). The contract type is a Firm Fixed Price and is expected to be completed in 5 years after the issuance of Notice to Proceed.

The Request for Proposal (RFP) document (A650-2022) was initially issued on December 9, 2022, downloaded by 89 interested firms, and responded to by one (1) proposer; Woojin IS America, Inc. After receipt of the proposal, additional A650 Option Buy HRVs were made available for refurbishment. By including these additional HRVs into the refurbishment campaign it was determined to be in Metro's best interest, therefore Metro modified the original requirements by increasing the number of HRVs to be refurbished from 60 HRVs to 74 HRVs, and issued the solicitation amendment on October 12, 2023. To ensure full and open competition, this RFP amendment requested complete and new proposals and was distributed to the entire list of potential proposers initially notified of this procurement. The amended RFP was responded to by one (1) proposer; Woojin IS America, Inc. A

total of seven (7) amendments and five (5) clarifications were issued to ensure clear requirements and compliant submission from the proposers, answering a total of fifty-seven (57) questions received from the prospective proposers. There was an original pre-proposal and vehicle inspection meeting held on January 5, 2023, and a subsequent meeting on October 24, 2023, to allow for discussion and inspection of the additional HRVs that were added to the scope.

A clarification meeting was conducted after the proposal review and site visit. The price was within the competitive range and discussions ensured Woojin is aware and compliant with all the contract requirements.

While only a single proposal was received, the offer was developed and submitted in a competitive environment. The original RFP was downloaded by 89 firms. The amended RFP was distributed to the entire list of proposers initially identified. Woojin IS America, Inc. is the only company that responded and submitted a proposal to perform the work. Metro proactively contacted other eligible Transit Vehicle Manufacturers (TVM) railcar manufacturers to explore interest in the refurbishment project. The responses to the survey indicated no other companies were interested in participating in the project. Further, the vehicles that are the subject of the procurement are essential to Metro's mission and time is of the essence to proceed with the required refurbishment of the railcars in order to meet Metro's service needs.

B. Evaluation of Proposals

This procurement was conducted in accordance with Metro's Acquisition Policy and Procedure. A Proposal Evaluation Team (PET) consisting of staff from Rail Fleet Services, Rail Vehicle Acquisition and Rail Fleet Services Warranty / Quality Assurance was convened and conducted a comprehensive technical evaluation of the proposal received.

The proposal was evaluated based on the following evaluation criteria and weights:

- | | |
|--|------------|
| • Past Experience and Past Performance | 300 Points |
| • Technical Compliance | 250 Points |
| • Project Management Experience | 200 Points |
| • U.S. Employment Plan | 50 Points |
| • Price | 200 Points |

The evaluation criteria are appropriate and consistent with criteria developed for other similar rail vehicle overhaul solicitations. Several factors were considered when developing these weights, giving the greatest importance to Past Experience and Past Performance. The final evaluation scoring for the single proposer Woojin IS America, Inc. is as follows:

	Evaluation	Average Score	Weight Factor	Weighted Score	Rank
1	Past Experience and Past Performance	75.0	300	225.0	
2	Technical Compliance	78.5	250	196.3	
3	Project Management Experience	78.8	200	157.6	
4	Price	100.0	200	200.0	
5	U.S. Employment Plan	100.0	50	50.0	
	Total		1000	828.9	1

The single proposal received by Woojin IS America, Inc. for this solicitation was found to be responsive to the RFP requirements and within the competitive range; therefore, the firm is being recommended for award.

As part of the evaluation the evaluation committee visited the proposed manufacturing site on December 14, 2023. The firm’s proposed key team members were present and had an opportunity to respond to the evaluation team’s questions regarding the manufacturing facility.

C. Price Analysis

In accordance with Metro’s Acquisition Policy and Procedures for a competitive acquisition, a price analysis is required. Therefore, staff performed a Price Analysis that consisted of a comparison of the proposed price against the Independent Cost Estimate (ICE). The proposed price of \$213,587,542.63 is 13.8% lower than the ICE. It has been determined that the proposed price from Woojin IS America, Inc. is fair and reasonable, based on the technical evaluation and price analysis using the ICE.

	Item Name	Metro ICE	Proposal Amount
1.	Base Qty MP (70 cars)	218,582,790.81	179,541,053.32
2.	Spare Parts	5,399,824.24	14,941,638.39
3.	Special Tools	1,290,000.00	791,523.18
4.	Diagnostic Test Equip.	400,000.00	145,000.00
5.	Training	505,806.22	0.00*
6.	Manuals	1,532,570.76	0.00*
7.	Performance Bond	336,281.00	3,046,400.00
8.	All for Unknown Base	500,000.00	1,081,000.00
9.	Spare Trucks	292,711.65	1,674,487.74
10.	Option Price (4 cars)	12,943,943.24	11,285,440.00

11.	All for Unknown Option	1,405,442.33	1,081,000.00
	Total	243,189,370.25	213,587,542.63

*Included in Proposal Price

D. Background on Recommended Contractor

The recommended firm, Woojin IS America, Inc., located in Santa Fe Springs, CA, has been in business for 12 years and is a leader in providing transportation equipment specializing in rail vehicle electronic and electric systems. The proposed project manager and system integrator meet the minimum years of experience and will be onsite in Santa Fe Springs from Notice-To-Proceed to project completion. The local Los Angeles area manufacturing will allow Metro resources convenient site access to monitor the refurbishment program. Woojin has also worked successfully with other transit agencies such as TriMet, Massachusetts Bay Transportation Authority (MBTA), and UTA Transit Authority to replace different systems and equipment for their older generation vehicles.

DEOD SUMMARY

A650 HEAVY RAIL VEHICLE (HRV) REFURBISHMENT / CONTRACT NO. A650-2022

A. Small Business Participation

Woojin IS America, a Transit Vehicle Manufacturer (TVM), is on the Federal Transit Administration's (FTA) list of eligible TVMs. Woojin IS America has submitted its overall Disadvantaged Business Enterprise (DBE) goal of 3.47% to FTA, in compliance with 49 Code of Federal Regulations (CFR) Section 26.49(a)(1). TVMs submit overall DBE goal methodology and semi-annual reports 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. Project Labor Agreement/Construction Careers Policy

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

ATTACHMENT C
Funding Expenditure Plan
A650 74 HRV Refurbishment Project

ATTACHMENT C - Funds Uses and Sources Tables

	From Inception to Date (ITD) thru FY23 Jun	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 6/30/29	7/1/29 - 6/30/30	7/1/30 - 6/30/31		
1 Use of Funds		FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	Total	% of Project
2 Refurbishment: 70 Vehicles	\$0	\$16,097,688	\$22,134,321	\$52,317,487	\$15,494,025	\$48,494,286	\$46,683,296	\$0	\$0	\$201,221,103	76.0%
3 OPTION: Refurbishment: 4 Vehicles	\$0						\$12,366,440			\$12,366,440	4.7%
4 Professional Services	\$0	\$2,297,930	\$3,795,860	\$3,895,860	\$3,695,860	\$2,317,102	\$1,547,930	\$619,172	\$619,172	\$18,788,887	7.1%
5 OPTION: Professional Services						\$308,389	\$308,389	\$154,195	\$61,678	\$832,651	0.3%
6 MTA Administration	\$0	\$540,763	\$1,081,526	\$1,109,430	\$1,362,085	\$1,529,480	\$1,543,955	\$246,311	\$252,469	\$7,666,020	2.9%
7 Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,787,510	\$23,787,510	9.0%
6 Base Order Total	\$0	\$18,936,381	\$27,011,707	\$57,322,777	\$20,551,970	\$52,649,258	\$62,450,011	\$1,019,678	\$24,720,829	\$264,662,611	100.0%

Metro 2022 EFC Map (Web App)

