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

Metro

Board Report

File #: 2026-0526, **File Type:** Agreement **Agenda Number:** 9.

CONSTRUCTION COMMITTEE
OCTOBER 14, 2026

SUBJECT: MASTER COOPERATIVE AGREEMENT (MCA) WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) FOR RAIL IMPROVEMENT PROJECTS

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to negotiate the terms and enter into a Master Cooperative Agreement (MCA) with the Southern California Regional Rail Authority (SCRRA) for railroad support activities associated with Metro-sponsored rail improvement projects within Los Angeles County (Attachment A).

ISSUE

Metro continues to advance multiple rail improvement projects within Los Angeles County that require coordination and technical support from the SCRRA, which operates the Metrolink commuter rail system and manages railroad operations on Metro-owned rail corridors. These projects routinely require SCRRA's expertise in railroad engineering, operations, signal and communications systems, construction coordination, and regulatory compliance. At the same time, SCRRA routinely requires Metro's expertise in technical reviews, 3rd-party coordination, real estate support, and construction coordination.

Currently, project-specific agreements must be developed each time SCRRA support is needed by Metro, resulting in extensive administrative effort and potentially extending project delivery schedules by four to six months. Execution of a MCA will establish a streamlined standardized framework for Metro to obtain support services from SCRRA through project-specific Work Orders, improving schedule efficiency while maintaining appropriate oversight of future rail improvement projects.

BACKGROUND

Metro owns portions of the railroad right-of-way throughout Los Angeles County on which SCRRA operates the Metrolink commuter rail system pursuant to the SCRRA Joint Powers Agreement and related shared-use agreements. In addition to Metrolink service, these rail corridors accommodate passenger and freight railroad operations, requiring close coordination among Metro, SCRRA, freight railroads, and other operating agencies.

Metro continues to advance a variety of rail improvement projects that enhance safety, reliability, capacity, and operational performance throughout the County. These projects may include track improvements, grade separations, railroad signal and communications upgrades, station improvements, maintenance facilities, positive train control enhancements, and other rail corridor infrastructure improvements.

Because SCRRA is responsible for railroad operations and compliance with applicable federal and state railroad regulations governing the Metrolink system, its technical participation is required throughout project planning, design, construction coordination, and implementation. Establishing an MCA creates a consistent framework for Metro and SCRRA to efficiently coordinate these activities while allowing project-specific scopes, schedules, and budgets to be authorized through individual Work Orders for SCRRA support activities. The MCA framework is similar to ones SCRRA has in place with other Member agencies such as RCTC, SBCTA, etc.

DISCUSSION

The MCA would allow SCRRA to provide railroad-related planning, design, construction, operation, and management services to support the special projects undertaken by LACMTA. SCRRA may provide limited, short-notice, and time-sensitive railroad-related activities, including serving as a temporary stop-gap mechanism when a project-specific cooperative agreement with SCRRA approaches its authorized limit. It is not intended to replace or supersede project-specific cooperative agreements for major capital projects, but rather to provide flexibility and continuity for initial or interim support activities to major projects, and to facilitate support for small scale projects, studies or activities.

Each Work Order executed under the MCA will identify the specific Metro-sponsored project, SCRRA's scope of services, schedule, budget, and reimbursement requirements. Each Work Order will establish a not-to-exceed amount for SCRRA's support activities in accordance with the terms of the MCA.

SCRRA's support services may include, but not limited to, railroad engineering and design review, signal and communications coordination, railroad operations coordination, construction planning, railroad flagging, field inspection, right-of-entry permit review, environmental and technical document review, work window coordination, positive train control coordination, railroad operations modeling, and other railroad support activities necessary to safely advance rail improvement projects.

Considerations

Under the MCA, Metro will continue to manage the planning and delivery of its rail improvement projects, develop project scopes, issue Work Orders, and reimburse SCRRA for eligible support activities. Each Work Order will identify the parties' respective responsibilities, including technical support, coordination with passenger and freight railroad operators, review of project designs for compliance with railroad standards, establishment of work windows and operational requirements, monitoring of project activities, and provision of progress reporting and cost documentation.

DETERMINATION OF SAFETY IMPACT

Approval of the proposed MCA will not, by itself, have a direct safety impact. However, the agreement establishes a coordinated framework that supports the safe planning, design, construction, and implementation of Metro-sponsored rail improvement projects by ensuring SCRRA participation in railroad operational planning, signal and communications coordination, positive train control integration, construction staging, and compliance with applicable railroad operating and safety requirements.

FINANCIAL IMPACT

Execution of the MCA does not, by itself, authorize expenditures for any individual rail improvement project. Funding for SCRRA support activities will be authorized through individual Work Orders executed under the MCA. Reimbursements will be in accordance with the approved scope, schedule, and budget for each Work Order, with Metro's payment obligation limited to $490,000 per Work Order unless otherwise authorized by the Metro Board.

Impact to Budget
Funding for individual Work Orders will be identified within the approved budget of the applicable Metro-sponsored rail improvement project. Since this agreement establishes a framework for multiple future projects, project managers, cost center managers, and the Chief Program Management Officer will be responsible for ensuring that adequate funding is available within each project's approved budget prior to execution of individual Work Orders.

EQUITY PLATFORM

Execution of the MCA supports the efficient delivery of rail improvement projects that enhance mobility, safety, reliability, and connectivity throughout Los Angeles County. While the agreement itself does not directly construct transportation improvements, it establishes a streamlined framework for advancing projects that improve access to rail service, many of which serve Equity Focus Communities and transit-dependent populations.

VEHICLE MILES TRAVELED OUTCOME

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

This item supports Metro's systemwide strategy to reduce VMT through planning activities that will establish a standardized agreement to obtain technical support, reduce repetitive administrative negotiations, and maintain consistent oversight across multiple rail improvement projects that will maintain and further encourage transit ridership, ridesharing, and active transportation. Metro's Board

-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports the following Vision 2028 Strategic Plan Goals:

- Goal 1.2: Improve LA County's overall transit network and assets;
- Goal 4.1: Metro will work with partners to build trust and make decisions that support the goals of the Strategic Plan.

This action will facilitate the timely delivery of rail improvements that enhance safety, reliability, and customer mobility throughout Los Angeles County.

The agreement supports Goal 4 by strengthening collaboration between Metro and SCRRA to efficiently deliver capital improvements on shared rail corridors, and Goal 1 by establishing a consistent, transparent, and accountable framework for coordinating future rail improvement projects.

ALTERNATIVES CONSIDERED

The Board may choose not to approve staff recommendations to negotiate and execute the proposed Master Cooperative Agreement. This alternative is not recommended because Metro would then need to continue negotiating separate cooperative agreements for individual projects requiring extensive SCRRA and LACMTA participation in negotiating and executing individual project-level agreements, resulting in additional administrative effort, duplicative negotiations, and the potential for delays in advancing rail improvement projects in a timely manner. This MCA can potentially be utilized to get expedited support for fast-tracked LACMTA projects with funding deadlines, thereby ensuring timely support and initiation of SCRRA-led activities.

NEXT STEPS

Upon Board approval, Metro and SCRRA will negotiate and execute the Master Cooperative Agreement. As eligible rail improvement projects advance, Metro and SCRRA will develop and execute project-specific Work Orders identifying the scope of services, schedule, budget, and reimbursement in accordance with the terms of the MCA.

ATTACHMENT

Attachment A - Draft MCA Agreement

Prepared by: Kavita Mehta, Executive Officer Regional Rail, (213) 435-5047
Sameh Ghaly, Deputy Chief Program Management Officer, (213) 418-3369

Reviewed by: Timothy Lindholm, Chief Program Management Officer, (213) 922-7297

Stephanie Wiggins
Chief Executive Officer

COOPERATIVE AGREEMENT No. XX-XXXXXXX
BETWEEN
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
SUPPORT ACTIVITIES
FOR
RAIL CORRIDOR IMPROVEMENT PROJECTS WITHIN LOS ANGELES COUNTY

This Cooperative Agreement ("AGREEMENT") is effective this __ day of _____, 2026, by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, One Gateway Plaza, Los Angeles, CA 90012, acting in its capacity as the Los Angeles County Transportation Commission (hereinafter referred to as "LACMTA"), and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, 900 Wilshire Blvd, Los Angeles, CA 90017 (hereinafter referred to as "SCRRA"). Herein LACMTA and SCRRA are sometimes individually referred to as "PARTY" and collectively referred to as "PARTIES".

RECITALS:

WHEREAS, SCRRA is a five-county joint exercise of powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad right-of-way owned by the agencies that are members of the Joint Exercise of Powers Agreement, and through other shared use and joint operation agreements. The Member Agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority ("LACMTA''), Ventura County Transportation Commission ("VCTC"), Orange County Transportation Authority ("OCTA"), San Bernardino Associated Governments ("SANBAG"), and Riverside County Transportation Commission ("RCTC"); and

WHEREAS, LACMTA is the County Transportation Commission for Los Angeles County organized and existing under the laws of the State of California pursuant to Section 130050 et seq. of the California Public Utilities Code. LACMTA is the owner of a portion of the property comprising the railroad right-of-way in Los Angeles County on which SCRRA operates Metrolink commuter rail service, and is a Member Agency signatory to the Joint Exercise of Powers Agreement; and

WHEREAS, SCRRA (through the Joint Exercise of Powers Agreement), the National Railroad Passenger Corporation (AMTRAK), and the BNSF Railway / Union Pacific Railroad, operate

trains and rail equipment on portions of the right-of-way owned by LACMTA in accordance with easements, Shared Use Agreements, and the "Intercity Agreement" between SCRRA, the Member Agencies, and AMTRAK; and

WHEREAS, the tracks on which SCRRA, the freight railroads, and AMTRAK operate are part of the General System of Railroad Transportation, and SCRRA is responsible for compliance with all federal and state regulations governing the General System of Railroad Transportation, and SCRRA is granted the authority under the Joint Exercise of Powers Agreement to establish the policies and rules governing the operations on the Metrolink system; and

WHEREAS, design and construction for rail projects is generally the responsibility of SCRRA under Section 130255 of the California Public Utilities Code and the Joint Exercise of Powers Agreement governing SCRRA. However, an individual Member Agency may, under the provisions of the Joint Exercise of Powers Agreement, design and manage the construction of special projects wanted solely for the benefit of that Member Agency; and

WHEREAS, LACMTA desires to enhance rail service in Los Angeles County by advancing various rail corridor improvement projects; and

WHEREAS, in exercising its rights, duties, and obligations, pursuant to Section 130255 of the Public Utilities Code, the Joint Exercise of Powers Agreement, and in managing the railroad operating environment in accordance with Federal Railroad Administration's Safety and Operating Rules there is a regular and on-going need for SCRRA to provide railroad related planning, design, construction, operation, and management services to support the special projects undertaken by LACMTA for which funding is not included in the SCRRA Annual Operating Budget;

WHEREAS, LACMTA and SCRRA desire to cooperate for the purpose of advancing the special projects desired by LACMTA. These special projects are hereinafter referred to individually as a "PROJECT" and collectively as the "PROJECTS."

WHEREAS, LACMTA and SCRRA desire to establish a standing cooperative agreement to allow SCRRA to provide limited, short-notice, and time-sensitive railroad-related support services, including serving as a temporary stop-gap mechanism when project-specific Cooperative Agreements with SCRRA approach authorized limits, while LACMTA seeks approval of Amendments or Supplemental Agreements;

WHEREAS, this Agreement is not intended to replace or supersede project-specific Cooperative Agreements for major capital projects, but rather to provide flexibility and continuity for initial or interim support activities to major projects, and to facilitate support for small scale projects, studies or activities;

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NOW, THEREFORE, it is mutually understood and agreed by LACMTA and SCRRA as follows:

ARTICLE 1. DEFINITIONS

A. "Operating Railroads" means any passenger or freight-related railroad company(s) operating on SCRRA operated track(s), including the National Railroad Passenger Corporation (AMTRAK), and the BNSF Railway Company (BNSF) / Union Pacific Railroad (UP).
B. "Work Order" means the document similar in form to that in Exhibit B, signed by authorized representatives from both PARTIES, that LACMTA will issue upon agreement by the PARTIES describing the support services to be provided by SCRRA for a PROJECT, along with associated budget and schedule, and that authorizes SCRRA to perform work and to be reimbursed by LACMTA in accordance with the terms of this AGREEMENT.
C. "Support Activities" means the railroad related planning, engineering, design, and other services provided by SCRRA necessary to advance the PROJECTS desired by LACMTA.

ARTICLE 2. SCOPE OF SERVICES

A. LACMTA and SCRRA agree that this AGREEMENT and the Work Orders executed hereunder will be utilized in the planning through construction phases of the PROJECTS.
B. The typical Support Activities to be provided by SCRRA are identified in Exhibit A. The list of typical Support Activities is not all-inclusive. Each Work Order will specify the Support Activities necessary to support a Project. It is understood that services will be defined in each Work Order and agreed to by the PARTIES.
C. SCRRA shall provide management oversight of the operating train control, signals, communications systems, track and structures, facilities and positive train control. SCRRA shall manage and coordinate all PROJECTS with the Operating Railroads.
D. No services shall be performed under this Agreement until a Work Order has been executed by both PARTIES and SCRRA has received payment of a full deposit of the total agreed amount for provision of the services specified within the Work Order. Exhibit A establishes a general framework of potential services and does not, by itself, authorize SCRRA to perform any work.

ARTICLE 3. DELEGATED AUTHORITY

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The actions required to be taken by SCRRA in the implementation of this AGREEMENT are delegated to its Chief Executive Officer or their designee, and the actions required to be taken by LACMTA in the implementation of this AGREEMENT are delegated to its Chief Executive Officer or their designee, subject to the limitations set forth in Article 7 "Maximum Obligation".

ARTICLE 4. OBLIGATIONS OF LACMTA

LACMTA agrees:

A. To manage, administer, and schedule the development of the scope of work for the PROJECTS, excepting work performed by SCRRA in support of the PROJECTS;

B. To provide Work Orders specifying the Support Activities to be provided by or through SCRRA for each PROJECT and authorizing SCRRA to incur cost under this AGREEMENT in support of each PROJECT in accordance with the limitations specified in the Work Order;

C. To fully fund PROJECT Support Activities in accordance with the Work Order budget for each PROJECT in accordance with the cash flow plan provided as part of the Work Order and in accordance with the following provisions:

   a. Payment made to SCRRA will be based on a cost estimate and schedule for each Work Order that shall be agreed upon by LACMTA and SCRRA within 10 working days after SCRRA receives the request from LACMTA. Upon execution of each Work Order, SCRRA shall invoice within 10 working days and LACMTA shall advance within a further 20 working days, one hundred percent (100%) of the agreed cost estimate, up to $490,000;
   b. SCRRA shall submit to LACMTA, not less than quarterly invoices clarifying expenditures drawn down against the deposited funds, with full supporting information, up to the total value of the deposited funds, for all work performed pursuant to the Work Order. SCRRA shall return to LACMTA any unused funds within 180 days of completion of scope performed pursuant to the Work Order;
   c. LACMTA shall review any PROJECT cost changes proposed by SCRRA within ten (15) business days and provide SCRRA with written approval, comments, and/or objections.

D. To comply, and require its consultants to comply, with all adopted, published SCRRA standards, recommended practices, operating rules, and safety requirements, and to comply with all requirements of the SCRRA system configuration management program;

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E. To provide accurate draft prints of SCRRA track charts and composite maps (or other appropriate media) illustrating all proposed changes to SCRRA track alignments, details of construction, crossings, bridges, and other facilities in a form and frequency prescribed by SCRRA as agreed to in the Work Order;

F. To provide SCRRA with reasonable periods of time to complete the work of SCRRA, and to provide detailed schedules of individual PROJECT design activities to SCRRA at regular intervals to permit SCRRA to efficiently coordinate its Support Activities with the work of LACMTA staff and consultants, and to incorporate appropriate durations for SCRRA Support Activities into the PROJECT schedules;

G. To revise the plans, specifications, and estimates prepared by LACMTA to incorporate revisions in SCRRA standards or recommended practices adopted up to 120 calendar days prior to the scheduled date for advertising the PROJECT for bid, except that changes to standards necessary for operational safety or to comply with regulatory requirements will be adopted upon issuance;

H. To coordinate the development of the PROJECT plans, specifications, and estimates with SCRRA and with the Support Activities provided by SCRRA, and the operations of SCRRA;

I. To develop the plans, specifications, and estimates in a manner to separately designate work on operating tracks, and the associated train control and communication systems, such that a clear line of demarcation is indicated between work done by LACMTA's Contractor and work that SCRRA will retain responsibility for on the operating tracks, train control and communication systems;

J. To provide SCRRA reasonable opportunity of not less than twenty (20) working days and not more than thirty (30) working days, at regular design submittal intervals, to review and comment upon any proposed design;

K. To provide written responses to the comments and recommendations of SCRRA;

L. To require its consultants to submit a Request for Special Consideration, in a form provided by SCRRA, to use a unique engineering design in lieu of the strict application of SCRRA standards. The request is to be submitted promptly upon the requirement for a variance arising, to allow early review and discussion between the Parties and to minimize delays to the design process;

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M. To obtain the concurrence of SCRRA on all matters affecting operations, access points, service levels, application of standards, operation policies, and any proposed construction phasing affecting operating tracks and systems;

N. To notify SCRRA of any proposed PROJECTS sufficiently in advance of the start of any individual PROJECT to permit SCRRA to execute Work Orders, create the PROJECT within the SCRRA accounting system, and issue any required task orders in accordance with SCRRA standard procedures;

O. To provide timely reviews and response to any request from SCRRA for a Work Order within fifteen (15) working days of receipt of an estimate from SCRRA in response to notification of any proposed PROJECT;

P. To require its consultants to execute a right-of-entry agreement with SCRRA conforming to SCRRA Form 5 or SCRRA Form 6, as determined by SCRRA with concurrence from LACMTA, at the expense of LACMTA;

Q. To require its consultants to furnish any required insurance at no expense to SCRRA; and

R. To work cooperatively with SCRRA to plan and design PROJECTS so as to minimize adverse impacts to passenger service and on-time performance and to implement projects without any degradation to existing railroad infrastructure or limitations to future expansion.

ARTICLE 5. OBLIGATIONS OF SCRRA

SCRRA agrees:

A. To provide timely requests, supported by an estimate of costs, for a Work Order upon notification by LACMTA of any proposed PROJECT;

B. To designate a project manager or engineer, responsible for all day-to-day activities necessary to manage the Work Orders for PROJECTS on behalf of SCRRA, and to act as the point of contact between PARTIES;

C. To provide Support Activities to LACMTA initiated PROJECTS in accordance with the scope of each Work Order in a timely and workmanlike manner, and in accordance with the standards, practices and guidelines of SCRRA;

D. To provide the Support Activities within the budgeted amount shown in the Work Order;

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E. Within ten (10) working days from execution of each Work Order, to submit to LACMTA for payment by LACMTA within a further twenty (20) working days, and prior to commencement of Support Activities, an invoice for one hundred percent (100%) of the cost estimate agreed upon in the Work Order, not to exceed $490,000;

F. To submit to LACMTA not less than quarterly invoices clarifying expenditures drawn down against the deposited funds for the actual costs for all Support Services performed as specified in the Work Order, with full supporting information, up to the total value of the deposited funds. SCRRA shall return to LACMTA any unused funds within 180 days of completion of scope performed pursuant to the Work Order;

G. To not exceed the maximum amount of each Work Order without prior written approval from LACMTA;

H. To manage, administer, and schedule the development of the plans, specifications and estimates for the Support Services and other activities provided by SCRRA;

I. To coordinate the Support Services provided by SCRRA with LACMTA and their consultants and contractors;

J. To monitor the activity on all PROJECT Work Orders to meet the schedule, quality and budget goals for each PROJECT, and to provide monthly progress reports using the SCRRA project reporting system supplemented with activity completion reports through standard scheduling software;

K. To establish a unique project number for each Work Order and to submit a monthly project management summary providing updated schedule and budget information and quarterly a financial statement showing the budget versus actual expenditures for each Work Order;

L. To manage and coordinate activities with the SCRRA Operating Department and other Operating Railroads, and to establish PROJECT work windows in advance of advertisement for bids, and to furnish specifications for coordination with the railroad for inclusion in Project Specifications;

M. To be responsible for managing and enforcing all utility related agreements entered into between SCRRA and the utility companies related to the PROJECTS; and

N. To return to LACMTA all unspent funds advanced to SCRRA for a specific Work Order within one hundred eighty (180) calendar days following completion of the Support Activities.

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ARTICLE 6. MUTUAL OBLIGATIONS

A. Both LACMTA and SCRRA agree that each will cooperate and coordinate with the other in all PROJECTS covered by this AGREEMENT and any other supplemental agreements that may be required to facilitate purposes hereof;

B. The PARTIES agree that separate design services or construction and maintenance agreements may be executed subsequently by the PARTIES for the design and/or construction and maintenance phases of the PROJECTS prior to the start of design or construction;

C. LACMTA and SCRRA agree to comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECTS;

D. LACMTA and SCRRA agree to work cooperatively to advance the PROJECTS within the estimated time and budget set forth in the Work Order, provided, however, that Federal Regulation and the General Orders of the California Public Utilities Commission take precedence;

E. Neither party shall unreasonably withhold approval of any request or withhold submittal of any report nor other information required under this agreement;

F. LACMTA and SCRRA agree that the scope of work requested by LACMTA for any PROJECT, and the estimates provided by SCRRA in support of a request for a Work Order, are forward looking and may be based on conceptual or other preliminary information. LACMTA and SCRRA agree that the work scope and associated estimates are subject to revision by LACMTA and SCRRA from time-to-time as a PROJECT develops. Any revisions to the estimated costs of a Work Order must be agreed to, in writing, by both PARTIES. SCRRA is not authorized to exceed the maximum not-to-exceed amount detailed in each Work Order without prior written approval from LACMTA. Final invoices submitted by SCRRA will be based on actual costs of services defined and provided under a Work Order, with any unspent balance of deposited funds being returned to LACMTA within 180 days of completion of support to the Work Order.

ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this AGREEMENT to the contrary, LACMTA and SCRRA agree that LACMTA's maximum payment obligation per Work Order hereunder (including

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SCRRA's direct and indirect costs) shall not exceed $490,000 unless authorized by LACMTA's Board of Directors and agreed to in writing by both LACMTA and SCRRA.

ARTICLE 8. AUDIT AND INSPECTION

LACMTA or its designee, shall have the right to conduct audits of all LACMTA funded projects. SCRRA shall establish and maintain proper accounting procedures, appropriate internal controls, and complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, SCRRA shall permit the authorized representatives of LACMTA to inspect and audit all work, materials, payroll, books, accounts and other data and records of SCRRA for a period of three (3) years after final close out of each PROJECT. LACMTA shall also have the right to reproduce any such books, records and accounts. Contracts with SCRRA's contractors shall include the above provision with respect to audits. SCRRA shall reimburse LACMTA for any expenditure against a Work Order that is found not to be incurred in support of the agreed Work Order.

ARTICLE 9. INDEMNIFICATION

A. SCRRA shall indemnify, defend and hold harmless LACMTA, its officers, directors, members, employees, and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SCRRA, its officers, directors, employees or agents in connection with or arising out of the performance of this AGREEMENT.

B. LACMTA shall indemnify, defend and hold harmless SCRRA, its officers, directors, members, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by LACMTA, its officers, directors, employees or agents in connection with or arising out of the performance of this AGREEMENT.

C. Each PARTY will require that at every stage of the cooperative endeavor, there is adequate and appropriate insurance coverage for the PARTY to meet its defense and indemnification obligations as set out herein. Each PARTY will require that its' consultants, contractors and subcontractors of any tier performing work pursuant to a Work Order issued under this AGREEMENT maintain appropriate and adequate commercial insurance, including without limitation, railroad protective liability

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coverage, where applicable or prudent, and to have the other PARTY and the Operating Railroads named as additional insureds on all such insurance coverage.

D. The indemnification and defense obligations of this AGREEMENT shall survive its expiration or termination.

ARTICLE 10. ADDITIONAL PROVISIONS:

A. This AGREEMENT shall continue in full force and effect through December 31, 2031, unless modified or terminated earlier by mutual written consent by both PARTIES. The term of this AGREEMENT may only be extended upon mutual written agreement by both PARTIES.

B. Either PARTY may initiate proceedings to terminate this AGREEMENT by giving thirty (30) days written notice; however, this AGREEMENT shall not be terminated without mutual agreement of both PARTIES.

C. LACMTA and SCRRA shall comply with all applicable Federal, State, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECTS.

D. LACMTA's and SCRRA's signatories hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to the provisions of this AGREEMENT.

E. This AGREEMENT may be amended in writing at any time by the mutual consent of both PARTIES. No amendment shall have any force or effect unless executed in writing by both PARTIES.

F. Notices: Any notices, requests or demands made between the PARTIES pursuant to this AGREEMENT should be sent via email or hard copy to be directed as followed:

To SCRRA: 900 Wilshire Blvd,
Los Angeles, CA 90017
Attention: Darren Kettle, Chief Executive Officer
Copy to: [Insert Current SCRRA Procurement Contact]

To LACMTA: One Gateway Plaza
Los Angeles, CA 90012
Attention: Stephanie Wiggins, Chief Executive Officer
Copy to: [Insert Current LACMTA Procurement/Project Contact]

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G. The headings of all sections of this AGREEMENT are inserted solely for the convenience of reference and are not part of and not intended to govern, limit or aid in the construction or interpretation of any terms or provision thereof.

H. The provisions of this AGREEMENT shall bind and inure to the benefit of each of the PARTIES hereto and all successors or assigns of the PARTIES hereto.

I. If any term, provision, covenant or condition of this AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby, and each term, provision, covenant or condition of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

J. This AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

K. Either PARTY shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control including but not limited to; any incidence of fire, flood; strikes, weather, acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.

L. Neither this AGREEMENT, nor any of the PARTIES rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY.

M. Nothing herein shall be deemed nor construed to authorize or require any PARTY to issue bonds, notes or other evidences of indebtedness under the terms of this Cooperative Agreement, or for any other purpose.

N. This AGREEMENT shall be construed and interpreted under the laws of the State of California.

O. Disputes must be resolved in accordance with the procedure set forth in the SCRRA Joint Exercise of Powers Agreement. Should litigation arise out of this AGREEMENT

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for the performance thereof; each PARTY shall be responsible for its own costs and expenses, including attorney's fees.

P. This AGREEMENT, including any exhibits and documents incorporated herein and made applicable by reference, constitute the complete and exclusive statement of the terms and conditions of this AGREEMENT between LACMTA and SCRRA concerning SCRRA's participation in the PROJECTS.

Q. Exhibit A (Support Activities) and Exhibit B (Sample Work Order) are attached to and incorporated into this AGREEMENT by this reference.

This AGREEMENT shall be made effective upon execution by both PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed by their duly qualified and authorized officials.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
By: _____ Darren M. Kettle Chief Executive Officer	By: _____ Stephanie N. Wiggins Chief Executive Officer
APPROVED AS TO FORM	APPROVED AS TO FORM
By: _____ Don O. Del Rio General Counsel	By: _____ Dawyn R. Harrison County Counsel

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Exhibits:

Exhibit A	Support Activities
Exhibit B	Sample Work Order

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EXHIBIT A

Support Activities

SCRRA will provide Support Activities per the terms of this Agreement and as specifically requested by an executed Work Order to advance the PROJECTS. PROJECTS are railroad infrastructure or related improvements within Los Angeles County to enhance and protect rail service. PROJECTS are improvements related to railroad infrastructure including Metrolink operated tracks, highway-rail or at-grade crossings, railroad signal system, communication facilities, positive train control system, stations, layover yards, or operations and maintenance facilities. The services requested by a Work Order may fall under, but are not limited to, one or more of the following types of Support Activities:

1. Field Services
    a. Flagging
    b. Inspection
    c. SCRRA owned facility marking
    d. Safety training
    e. Review and approval of railroad right-of-entry permits
2. Engineering Services
    a. Development of engineering designs and design reviews
    b. Signal and communications designs
    c. Preparation of engineering estimates
    d. Preparation of schedules and work plans for SCRRA Support Services
    e. Participation in design development meetings
    f. Development and review of Environmental Reports, Project Study Reports, and technical studies
    g. Development and review of construction staging plans
    h. Construction Reviews
3. Railroad Coordination
    a. Establishing work windows, work outages and Form Bs

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b. Identification and development of railroad requirements

c. Identification of railroad conflicts

d. Participation in coordination meetings and resolution of issues

4. Operational Coordination

    a. Signal and Communication Systems

    b. Train controls

    c. Railroad Operations Modeling and ridership projections

    d. Update PTC Configuration management files, databases, and track charts

5. Planning Coordination

    a. Station planning and feasibility studies

    b. Conceptual planning, including development of Project Study Reports

    c. Preliminary engineering

6. Other services as mutually agreed

Each Work Order shall have the following attached:

a. Detailed Scope of Work

b. Project Schedule

c. Projected Cash flow for SCRRA efforts

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EXHIBIT B

SAMPLE WORK ORDER

WORK ORDER NO. [X] DATE: [xx/xx/xx]

PROJECT NAME: [NAME]

LOCATION: [RAILROAD SUBDIVISION- MPXX to MPXX or Grade Crossing Name]

PROJECT DESCRIPTION: [Brief project description of one to two sentences.]

SCRRA SCOPE OF WORK: [Specific items requested of SCRRA, based on Scope of Work items listed in Exhibit A]

Reference Documents:

Designated Project Manager:

Estimated Start Date: **Estimated Duration:**

Cost Estimate:

Cash Flow Plan: [$XXX.XX upfront deposit followed by payment of monthly invoices.]

LACMTA SIGN-OFF:

_____ Date: _____

Project Manager

SCRRA SIGN-OFF:

_____ Date: _____

Project Manager

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Metro

Master Cooperative Agreement (MCA) with the Southern California Regional Rail Authority (SCRRA) for Regional Rail Projects

2026-0526, Construction Committee

October 14, 2026

Recommendation

AUTHORIZE the Chief Executive Officer to negotiate the terms and enter into a Master Cooperative Agreement (MCA) with the Southern California Regional Rail Authority (SCRRA) for railroad support activities associated with Metro-sponsored rail improvement projects within Los Angeles County (Attachment A).

Metro

Issue

- Metro rail projects require SCRRA technical support throughout project delivery.
- Currently, project-specific agreements must be developed each time SCRRA support is needed by Metro, requiring four to six months.
- This process increases administrative effort and can delay project delivery.

Background

- Metro owns portions of the railroad right-of-way throughout Los Angeles County on which SCRRA operates the Metrolink commuter rail system.
- Metro is advancing a variety of rail improvement projects that enhance safety, reliability, capacity, and operational performance throughout the County.
- Because SCRRA is responsible for railroad operations and compliance with applicable federal and state railroad regulations, its technical participation is required throughout project planning, design, construction coordination, and implementation.
- The MCA establishes a consistent framework for Metro and SCRRA to efficiently coordinate support for future rail projects.

Discussion

What the MCA Does

- The MCA would allow SCRRA to provide railroad-related planning, design, construction, operation, and management services to support Metro-led rail projects.
- Defines agency roles, responsibilities, and reimbursement process.
- Uses project-specific Work Orders to define scope, schedule, and budget.
- Supports engineering, design review, signal and communications coordination, construction planning, railroad flagging, inspections, and and other railroad support activities.

NEXT STEPS

Upon Board approval:

- Execute the Master Cooperative Agreement.
- Execute project-specific Work Orders identifying the scope of services, schedule, budget, and reimbursement necessary reimbursement in accordance with the terms of the MCA.

Metro