



Metro

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

Agenda - Final Revised

Wednesday, January 15, 2025

11:00 AM

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Planning and Programming Committee

Jacquelyn Dupont-Walker, Chair

Hilda Solis, Vice Chair

Lindsey Horvath

Holly J. Mitchell

Ara J. Najarian

Gloria Roberts, non-voting member

Stephanie Wiggins, Chief Executive Officer

***DUE TO THE CURRENT STATE OF EMERGENCY, THE COMMITTEE WILL MEET
VIRTUALLY.***

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 general 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 General Public Comment period or at the discretion of the Chair. Speakers will be called according to the order in which their requests are submitted. Elected officials, not their staff or deputies, may be called out of order and prior to the Board's consideration of the relevant item.

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

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

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

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

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

INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD

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DISCLOSURE OF CONTRIBUTIONS

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

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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A Spanish language interpreter is available at all Committee and Board Meetings. All other languages must be requested 72 hours in advance of the meeting by calling (213) 364-2837 or (213) 922-4600. Live Public Comment Instructions can also be translated if requested 72 hours in advance.

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x2 *Español (Spanish)*

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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 Meeting begins at 11:00 AM Pacific Time on January 15, 2025; you may join the call 5 minutes prior to the start of the meeting.

Dial-in: 888-978-8818 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 11:00 AM, hora del Pacifico, el 15 de Enero de 2025. Puedes unirse a la llamada 5 minutos antes del comienzo de la junta.

Marque: 888-978-8818 y ingrese el codigo
Codigo de acceso en ingles: 5647249#
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Los comentarios del público se tomaran cuando se toma cada tema. Para dar un comentario público sobre una tema ingrese # 2 (Tecla de numero y dos) cuando se le solicite. Tenga en cuenta que la transmisión de video en vivo se retrasa unos 30 segundos con respecto a la reunión real. No hay retraso en la línea de acceso telefónico para comentarios públicos.

Written Public Comment Instruction:

Written public comments must be received by 5PM the day before the meeting.
Please include the Item # in your comment and your position of "FOR," "AGAINST," "GENERAL COMMENT," or "ITEM NEEDS MORE CONSIDERATION."
Email: BoardClerk@metro.net
Post Office Mail:
Board Administration
One Gateway Plaza
MS: 99-3-1
Los Angeles, CA 90012

CALL TO ORDER

ROLL CALL

50. **SUBJECT: STATE OF EMERGENCY - AUTHORIZATION TO MEET VIRTUALLY** [2025-0015](#)

RECOMMENDATION

AS A RESULT of the current state of emergency as proclaimed by the Governor, meeting in person would present imminent risks to the health and safety of the attendees.

Attachments: [Attachment A - Proclamation of a State of Emergency](#)

7. **SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM UPDATE - ARROYO VERDUGO SUBREGION** [2024-1088](#)

RECOMMENDATION

CONSIDER:

A. APPROVING:

1. programming of \$9,874,631 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Modal Connectivity and Complete Streets Projects and reprogramming of projects previously approved to meet the project schedules, as shown in Attachment A;
2. programming of \$11,477,370 within the capacity of Measure M MSP - Transit Projects and reprogramming of projects previously approved to meet the project schedules, as shown in Attachment B;
3. inter-program borrowing and programming of \$1,213,412 from the Subregion's Measure M MSP - Modal Connectivity and Complete Streets Projects to the Measure M MSP - Highway Efficiency, Noise Mitigation and Arterial Projects and reprogramming of projects previously approved to meet the project schedule, as shown in Attachment C;
4. programming of \$3,465,970 within the capacity of Measure M MSP - Subregional Equity Program, as shown in Attachment D; and

B. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements and/or amendments for approved projects.

-
- Attachments: [Attachment A - Modal Connectivity and Complete Streets Project List](#)
[Attachment B - Transit Project List](#)
[Attachment C - Highway Efficiency Noise Mitigation and Arterial Project List](#)
[Attachment D - Subregional Equity Program Project List](#)
[Attachment E - Active Transportation Project List](#)
[Presentation](#)

8. **SUBJECT: MEASURE R MULTIMODAL HIGHWAY SUBREGIONAL PROGRAMS - SEMI-ANNUAL UPDATE** [2024-1020](#)

RECOMMENDATION

CONSIDER:

- A. APPROVING \$23,664,419 in additional programming within the capacity of Measure R Multimodal Highway Subregional Programs and funding changes via the updated project list shown in Attachment A. Projects within this Measure R Multimodal Highway Subregional Program are inclusive of traffic signal, pedestrian, bicycle, transit, and roadway improvements;
- B. APPROVING the deobligation of \$4,317,812 in previously approved Measure R Multimodal Highway Subregional Program funds to re-allocate said funds to other existing Board-approved Measure R projects as shown in Attachment A; and
- C. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements for Board-approved projects.

- Attachments: [Attachment A - Measure R Multimodal Hwy. Subregional Programs - Jan. 2025 Presentation](#)

9. **SUBJECT: AMENDING THE MEMORANDUM OF UNDERSTANDING WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR THE SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY** [2024-0928](#)

RECOMMENDATION

CONSIDER:

- A. RECEIVING AND FILING the San Gabriel Valley Transit Feasibility Study (Study) by the San Gabriel Valley Council of Governments (SGVCOG); and
- B. AUTHORIZING the Chief Executive Officer (CEO) to negotiate and execute Amendment No. 2 to the existing Memorandum of Understanding (MOU) with SGVCOG for the San Gabriel Valley Transit Improvements Project for the continued refinement of project definition and alternatives, and initiation

of environmental clearance for an amount not to exceed \$800,000, bringing the total funding to \$4,100,000.

Attachments: [Attachment A - Feasibility Study \(February 2024\)](#)
[Attachment B - Motion 8.1](#)
[Attachment C - Motion 5.1](#)
[Attachment D - Letter of Intent from San Gabriel Valley Council of Governments](#)
[Attachment E - Project Maps](#)
[Presentation](#)

10. SUBJECT: COUNTYWIDE PLANNING MAJOR PROJECT STATUS [2024-1090](#)

RECOMMENDATION

RECEIVE AND FILE Countywide Planning & Development Major Projects Status Report.

Attachments: [Attachment A - Project Status Report](#)

11. SUBJECT: I-605 CORRIDOR IMPROVEMENT PROJECT (CIP) - MOTION 42 FINAL REPORT [2024-0536](#)

RECOMMENDATION

CONSIDER:

- A. RECEIVING AND FILING the I-605 CIP Community Outreach Summary Report (Attachment A) that describes the community reengagement meetings that were held to present revised alternatives and findings in accordance with Board Motion 42 (Attachment B); and
- B. REAUTHORIZING the work that is needed to re-initiate the environmental review phase of the I-605 CIP with an emphasis on safety and multimodal projects, with the understanding that all Alternatives may be subject to Vehicle Miles Traveled (VMT) mitigation analysis except Alternative 2.

Attachments: [Attachment A - I 605 CIP Community Outreach Meetings Sum. Report](#)
[Attachment B - Board Motion 42 \(File #2020-0733\)](#)
[Attachment C - Crash Severity Data from 2019 to 2023](#)
[Attachment D - Proposed Complete Street and Multimodal Elements](#)

(ALSO ON EXECUTIVE MANAGEMENT COMMITTEE)

**12. SUBJECT: EASTSIDE PHASE 2 TRANSIT CORRIDOR PROJECT -
COOPERATIVE AGREEMENTS**

[2024-1018](#)

RECOMMENDATION

CONSIDER authorizing the Chief Executive Officer (CEO) or her designee to:

- A. EXECUTE a Cooperative Agreement (CA) with the City of Montebello for the Eastside Transit Corridor Phase 2 Project Corridor; and
- B. NEGOTIATE and execute as-needed agreements with other responsible stakeholder agencies, including the cooperative agreements with corridor cities (cities of Commerce, Pico Rivera, Santa Fe Springs, Whittier) and railroad operators.

Attachments: [Attachment A - Montebello City Council Meeting Staff Report \(Nov. 13, 2024\) Presentation](#)

SUBJECT: GENERAL PUBLIC COMMENT

[2024-1156](#)

RECEIVE General Public Comment

GENERAL PUBLIC COMMENT

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

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

Adjournment



Board Report

File #: 2025-0015, **File Type:** Proclamation

Agenda Number: 50.

**PLANNING AND PROGRAMMING COMMITTEE
JANUARY 15, 2025**

SUBJECT: STATE OF EMERGENCY - AUTHORIZATION TO MEET VIRTUALLY

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AS A RESULT of the current state of emergency as proclaimed by the Governor, meeting in person would present imminent risks to the health and safety of the attendees.

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS on January 7, 2025, the Palisades Fire ignited in Los Angeles County, burning over 1,200 acres as of the time this Proclamation is issued; and

WHEREAS high winds, low humidity, and dry conditions have increased the intensity and spread of the Palisades Fire, causing imminent threat to life with Red Flag warnings in effect in Los Angeles and Ventura Counties and widespread dangerous windstorm conditions with damaging wind gusts of 50 to 80 mph forecasted; and

WHEREAS the Palisades Fire and windstorm conditions threaten structures, homes, and critical infrastructure, including power lines and water tanks, and have prompted evacuation orders and warnings and impacted the access route to the Palisades Highlands community; and

WHEREAS in response to a request from the Governor's Office of Emergency Services, the Federal Emergency Management Agency approved a Fire Management Assistant Grant to assist with the mitigation, management, and control of the Palisades Fire on January 7, 2025; and

WHEREAS under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to impacts of the Palisades Fire and windstorm conditions in Los Angeles and Ventura Counties; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the conditions caused by the Palisades Fire and windstorm conditions, by reason of their magnitude, are beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authorities are inadequate to cope with the magnitude of the damage caused by the Palisades Fire and windstorm conditions; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the Palisades Fire and windstorm conditions.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in Los Angeles and Ventura Counties due to the Palisades Fire and windstorm conditions.

IT IS HEREBY ORDERED THAT:

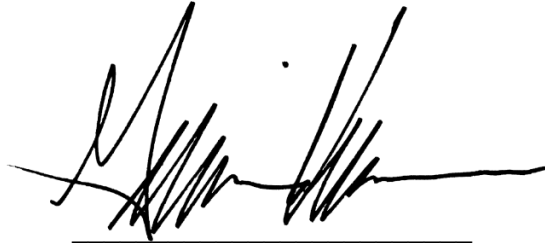
1. All agencies of the state government utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan. Also, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.
2. The Office of Emergency Services shall provide assistance to local governments, if appropriate, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
3. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of this emergency. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of this emergency.
4. The California National Guard may be mobilized under Military and Veterans Code section 146 to support disaster response and relief efforts, as directed by the Office of Emergency Services, and to coordinate with all relevant state agencies and state and local emergency responders and law enforcement within the impacted areas. Sections 147 and 188 of the Military and Veterans Code are applicable during the period of participation in this mission, exempting the California Military Department from applicable procurement rules for specified emergency purchases, and those rules are hereby suspended.
5. Adequate state staffing during this emergency is necessary for all state agencies and departments with an assigned response and/or recovery role. Consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors, are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to this emergency in Los Angeles and Ventura Counties. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

6. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to this emergency in Los Angeles and Ventura Counties. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services, but shall not extend beyond the termination date of the State of Emergency.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of January 2025.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH.D.
Secretary of State



Board Report

File #: 2024-1088, File Type: Program

Agenda Number: 7.

PLANNING AND PROGRAMMING COMMITTEE
JANUARY 15, 2025

SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM UPDATE - ARROYO
VERDUGO SUBREGION

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

A. APPROVING:

1. programming of \$9,874,631 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Modal Connectivity and Complete Streets Projects and reprogramming of projects previously approved to meet the project schedules, as shown in Attachment A;
2. programming of \$11,477,370 within the capacity of Measure M MSP - Transit Projects and reprogramming of projects previously approved to meet the project schedules, as shown in Attachment B;
3. inter-program borrowing and programming of \$1,213,412 from the Subregion's Measure M MSP - Modal Connectivity and Complete Streets Projects to the Measure M MSP - Highway Efficiency, Noise Mitigation and Arterial Projects and reprogramming of projects previously approved to meet the project schedule, as shown in Attachment C;
4. programming of \$3,465,970 within the capacity of Measure M MSP - Subregional Equity Program, as shown in Attachment D; and

B. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements and/or amendments for approved projects.

ISSUE

Measure M MSPs are included in the Measure M Expenditure Plan, attached to the Measure M Ordinance. All MSP funds are limited to capital projects. The update allows the Arroyo Verdugo Subregion and implementing agencies to approve new eligible projects for funding and revise the project scope of work, budgets, and schedules for previously funded projects.

This update includes changes to projects that previously received Board approvals and funding allocations for new projects. Funds are programmed through Fiscal Year (FY) 2027-28. The Board's approval is required to update the project lists (Attachments A, B, C, and D), which serve as the basis for Metro to enter into agreements and/or amendments with the respective implementing agencies.

BACKGROUND

At its May 2019 meeting, the Board approved Arroyo Verdugo Subregion's first MSP Five-Year Plan and programmed funds in 1) Modal Connectivity/Complete Streets (expenditure line 62); and 2) Transit (expenditure line 65) Programs. The Subregion also identified several priority projects that were eligible for the Active Transportation and Highway Efficiency/Noise Mitigation/Arterial Projects (expenditure lines 71 and 83 - funds scheduled to be available in 2033 and 2048, respectively) and elected to borrow from the Modal Connectivity/Complete Streets and Transit Programs to advance those projects. Since the first Plan, staff updated the Board in November 2020, September 2021, and January 2023.

Based on the amount provided in the Measure M Expenditure Plan, a total of \$72.75 million was forecasted for programming from FY 2017-18 to FY 2027-28. Measure M MSP Lapsing Policy allows expending the funds within three years from the year the funds are programmed. In prior actions, the Metro Board approved programming of \$42.26 million. Therefore, \$30.49 million is available to the Subregion for programming as part of this update.

DISCUSSION

Staff worked closely with the Arroyo Verdugo Communities Joint Powers Authority (AVCJPA), its consultants, and the implementing agencies on project eligibility reviews of the proposed projects for this update. The jurisdictional requests are proposed by the cities and approved/forwarded by the subregion. In line with the Metro Board adopted guidelines and June 2022 Objectives for Multimodal Highways Investments, cities provide documentation demonstrating community support, project need, and multimodal transportation benefits that enhance safety, support traffic mobility, economic vitality, and enable a safer and well-maintained transportation system. Cities lead and prioritize all proposed transportation improvements, including procurement, the environmental process, outreach, final design, and construction. Each city and/or agency, independently and in coordination with the subregion undertakes their jurisdictionally determined community engagement process specific to the type of transportation improvement they seek to develop. These locally determined and prioritized projects represent the needs of cities. To date, \$42.26 million has been programmed, of which \$13.16 million has been expended.

During staff review, Metro required a detailed project scope of work to confirm project eligibility, reconfirm funding eligibility for those that request changes in the project scope of work, and establish the program nexus during project reviews, i.e. project location information and limits, length, elements, phases, total estimated expenses and funding request, schedules, etc. Final approval of funds for the projects shall be contingent upon the implementing agency demonstrating the eligibility of each project, as required in the Measure M Master Guidelines. Staff expect the collection of the project details in advance of Metro Board action to enable the timely execution of project Funding

Agreements for approved projects. Additionally, all projects are subject to a close-out audit after completion, according to the Guidelines.

This report includes an inter-program borrowing of funds. This type of inter-program borrowing was approved in 2019, 2020, and 2023 for the Arroyo Verdugo Subregion and other Subregions in LA County. This is acceptable under the Metro Board-adopted Measure M Master Guidelines, as long as the projects meet the Measure M MSP funding eligibility, have consent from the affected subregion, and obtain Metro Board approval. In August 2024, the AVCJPA Board approved the inter-program borrowing.

This update includes funding adjustments for nine previously approved projects and six new projects. Attachments A, B, C, and D show the changes in project funding allocations since the last update to the Board. Three projects have been completed and are in the close-out audit process.

Modal Connectivity and Complete Streets Projects (expenditure line 62)

This update includes funding adjustments to two existing and five new projects as follows:

Glendale

- Reprogram previously approved funds and program an additional \$4,938,165 as follows: \$1,876,827 from FY 25 to FY 26 and \$4,938,165 in FY 27 for MM4101.08 - Honolulu Avenue Rehabilitation Project. The project improves pedestrian safety, installs new bicycle infrastructure and raised medians, and provides refuge islands for pedestrians and bicyclists crossing the wide roadway. The funds will be used to complete the Project's Plan Specifications and Estimates (PS&E), and construction phases.

Pasadena

- Reprogram previously approved funds and program an additional \$132,077 as follows: \$237,923 in FY 25 and \$732,077 from FY 25 to FY 27 for MM4101.09 - New Traffic Signals and Curb Extension at Sierra Bonita & Orange Grove. This project includes the installation of a traffic signal at the intersection of Sierra Bonita Avenue and Orange Grove Boulevard. The funds will be used to complete the Project's PS&E, and construction phases.
- Program \$1,204,389 as follows: \$600,000 in FY 27 and \$604,389 in FY 28 for MM4101.12 - Citywide Continental X-walk Project. This project provides for the systematic replacement of existing marked crosswalk striping with continental-style crosswalks citywide. The funds will be used to complete the Project's PS&E, and construction phases.
- Program \$1,200,000 as follows: \$600,000 in FY 25 and \$600,000 in FY 28 for MM4101.13 - Installation of Pedestrian Hybrid Beacons. This project provides for the installation of High-Intensity Activated Crosswalks (HAWKs) at two locations in the city. The funds will be used to complete the Project's PS&E, and construction phases.
- Program \$1,000,000 in FY 27 for MM4101.14 - Citywide Leading Pedestrian Interval. The

project provides traffic signal enhancement to improve pedestrian safety, especially in areas with higher vehicle-pedestrian conflict. The funds will be used to complete the Project's PS&E, and construction phases.

South Pasadena

- Program \$900,000 in FY 26 for MM4101.15 - Mission Street- Pasadena Avenue to Arroyo Intersection Improvement Project. This project improves the intersection of Mission Street between Pasadena Avenue and Arroyo Drive with multi-modal and safety improvements for all modes with bike lane connectivity, ADA-compliant ramps, expanded sidewalks, curb improvements, pedestrian access, and safety improvements with restriping. The funds will be used to complete the Project's construction phase.
- Program \$500,000 in FY 27 for MM4101.16 - Garfield/Monterey Traffic Signal & Bike Lane Project. The project seeks to improve the intersection of Garfield Avenue and Monterey Road with a new traffic signal, and bicycle lanes and bike route improvements along Garfield Avenue between Fair Oaks to Huntington Drive in accordance with the City's Bike Master Plan. The funds will be used to complete the Project's construction phase.

Transit Projects (Expenditure Line 65)

This update includes funding adjustments to three existing projects as follows:

Burbank

- Program an additional \$4,818,966 in FY 28 for MM4102.07 - BurbankBus Zero Emission Bus Purchase. The funds will be used to purchase five battery electric 35-foot transit vehicles for BurbankBus to support the City's plans for transit electrification. This project is receiving funds under the Transit and Subregional Equity Programs.

Glendale

- Program an additional \$3,879,850 in FY 28 for MM4102.08 - Electrification of Beeline Transit Fleet. The funds will be used to purchase nine battery-electric buses and chargers, to replace Beeline CNG buses that have reached their useful life with battery-electric buses. This project is receiving funds under the Transit and Subregional Equity Programs.

Pasadena

- Reprogram previously approved funds and program an additional \$2,778,554 as follows: \$700,000 in FY 20, \$4,670,015 in FY 25, and \$4,481,425 in FY 28 for MM4102.04 - Purchase Replacement Buses. The funds will be used for the purchase of replacement and expansion transit vehicles, as well as zero-emission transit vehicle infrastructure to support zero-emission vehicle transition for the City of Pasadena's fixed route and paratransit system.

Highway Efficiency, Noise Mitigation and Arterial Projects (Expenditure Line 83)

This update includes funding adjustments to one new project as follows:

Los Angeles County

- Program \$1,213,412 as follows: \$606,706 in FY 27 and \$606,706 in FY 28 for MM5506.09 - I-210 Soundwalls: EB from La Crescenta Ave. to SB SR-2 Connector, an existing Measure R funded project (MR310.44). The project will construct soundwalls on the I-210 to provide a sound barrier from La Crescenta Avenue to State Route 2. The funds will be used to complete the Project's construction phase.

Subregional Equity Program (Expenditure Line 68)

This update includes funding adjustments to four new projects as follows:

Burbank

- Program \$837,129 in FY 28 for MM4102.07 - BurbankBus Zero Emission Bus Purchase. The funds will be used to purchase five battery electric 35-foot transit vehicles for BurbankBus to support the City's plans for transit electrification. This project is receiving funds under the Transit and Subregional Equity Programs.

Glendale

- Program \$1,531,825 in FY 28 for MM4102.08 - Electrification of Beeline Transit Fleet. The funds will be used to purchase nine battery-electric buses and chargers, to replace Beeline CNG buses that have reached their useful life with battery-electric buses. This project is receiving funds under the Transit and Subregional Equity Programs.

Pasadena

- Program \$500,000 in FY 27 for the Neighborhood Traffic Management Program at Mountain St. & Raymond Ave. This project provides for the installation of traffic calming elements, including the reconfiguration of the intersection at Mountain Street and Raymond Avenue. The funds will be used to complete the Project's PS&E, and construction phases.
- Program \$597,016 in FY 27 for the Bus Stop Enhancement Program. This project aims to enhance public transit by installing new bus benches, amenities, and concrete paving at various bus stop locations throughout the city. The funds will be used to complete the Project's construction phase.

DETERMINATION OF SAFETY IMPACT

Programming Measure M MSP funds to the Arroyo Verdugo Subregion projects will not have any adverse safety impact on Metro's employees or patrons.

FINANCIAL IMPACT

In FY 25, \$15.3 million is budgeted in Cost Center 0441 (subsidies budget - Planning) for the Active Transportation Program (Project #474401), \$5.02 million is budgeted in Cost Center 0441 (subsidies budget - Planning) for the Transit Program (Project #474102), and \$100,000 is budgeted in Cost Center 0442 (Highway Subsidies) for the Highway Efficiency Program (Project #475506). Upon approval of this action, staff will reallocate necessary funds to appropriate projects within Cost Centers 0441 and 0442. Since these are multi-year projects, Cost Centers 0441 and 0442 will be responsible for budgeting the cost in future years.

Impact to Budget

The source of funds for these projects are Measure M Highway Construction 17% and Measure M Transit Construction 35%. These fund sources are not eligible for Metro bus and rail operations expenses.

EQUITY PLATFORM

The Arroyo Verdugo Subregion consists of five cities and the adjacent unincorporated area of Crescenta Valley/Montrose within Los Angeles County. Six percent of census tracts are defined as Equity Focus Communities (EFCs) in the Subregion, and these are in Burbank, Glendale, and Pasadena.

The Subregion proposed modal connectivity and complete street projects have a range of potential equity benefits for non-drivers, including pedestrian safety improvements, crosswalks improvements, addressing ADA compliance issues, bicycle infrastructure improvements, and traffic calming implementations. Additionally, the Subregion proposed Transit Program projects include bus purchases/replacements, which enhance multimodal transportation options, particularly for EFC communities. The EFC communities have high rates of households without access to an automobile and rely on transit for their daily needs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports the following goals of the Metro Vision 2028 Strategic Plan:

Goal 1: Provide high-quality mobility options that enable people to spend less time traveling by alleviating the current operational deficiencies and improving mobility along the projects.

Goal 4: Transform LA County through regional collaboration by partnering with the Council of Governments and the local jurisdictions to identify the needed improvements and take the lead in the development and implementation of their projects.

ALTERNATIVES CONSIDERED

The Board could choose not to approve the additional programming of funds or scope of work and project schedule changes for the Measure M MSP projects for the Arroyo Verdugo Subregion. This is

not recommended as the Subregion developed the proposed projects in accordance with the Measure M Ordinance, Guidelines, and Administrative Procedures, which may delay the development and delivery of projects.

NEXT STEPS

Metro staff will continue to work with the subregion to identify and deliver projects. Funding Agreements will be executed with those who have funds programmed in FY 2024-25. Program/Project updates will be provided to the Board annually.

ATTACHMENTS

Attachment A - Modal Connectivity and Complete Streets Project List

Attachment B - Transit Project List

Attachment C - Highway Efficiency, Noise Mitigation and Arterial Project List

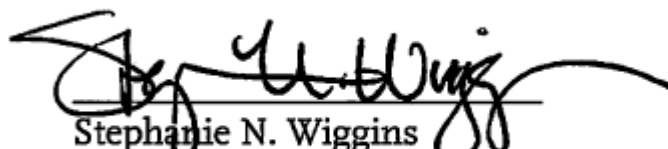
Attachment D - Subregional Equity Program Project List

Attachment E - Active Transportation Project List

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Stephanie N. Wiggins
Chief Executive Officer

Arroyo Verdugo Subregion
 Measure M Multi-Year Subregional Plan - Modal Connectivity and Complete Streets Projects (Expenditure Line 62)

						MEASURE M MSP FUNDS										
Agency	Project ID No.	Project/Location	Funding Phases	Note	Total Project Costs	Prior Alloc	Alloc Change	Current Alloc	1st Program Year	Prior Years	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
1	AVCJPA	MM101.01	Planning Activities for the Measure M MSPs	Planning		\$ 88,238	\$ 88,238	\$ 88,238	2017-18	\$ 64,625	\$ 11,766	\$ 11,848				
2	Glendale	MM4101.08	Honolulu Avenue Rehabilitation Project	PS&E Construction	Chg	6,814,992	\$ 1,876,827	\$4,938,165	\$ 6,814,992	2025-26			\$ 1,876,827	\$ 4,938,165		
3	La Canada Flintridge	MM4101.02	Foothill Blvd. Link Bikeway and Pedestrian Greenbelt	Construction	Compl	3,647,725	953,919	953,919	2021-22	953,919						
4	Pasadena	MM4101.03	Avenue 64 Complete Street Project	PS&E Construction		3,600,000	1,800,000	1,800,000	2020-21	1,800,000						
5	Pasadena	MM4101.04	North Hill Complete Street Project	PS&E Construction		1,600,000	1,500,000	1,500,000	2019-20	1,500,000						
6	Pasadena	MM4101.06	Pedestrian Crossing Enhancement Program	Construction		236,148	236,148	236,148	2023-24	-	236,148					
7	Pasadena	MM4101.07	New Traffic Signals for Pedestrian Connectivity	Construction		683,000	683,000	683,000	2023-24	-	683,000					
8	Pasadena	MM4101.09	New Traffic Signals and Curb Extension at Sierra Bonita & Orange Grove	PS&E Construction	Chg	970,000	837,923	132,077	970,000	2024-25	-	237,923		732,077		
9	Pasadena	MM4101.10	Installation of Crosswalk at Washington Boulevard and Hudson Avenue	Construction		500,000	500,000	500,000	2024-25	-	500,000					
10	Pasadena	MM4101.12	Citywide Continental X-walk Project	PS&E Construction	New	1,204,389	-	1,204,389	1,204,389	2026-27				600,000	604,389	
11	Pasadena	MM4101.13	Installation of Pedestrian Hybrid Beacons	PS&E Construction	New	1,200,000	-	1,200,000	1,200,000	2024-25		600,000			600,000	
12	Pasadena	MM4101.14	Citywide Leading Pedestrian Interval	PS&E Construction	New	1,000,000	-	1,000,000	1,000,000	2026-27				1,000,000		
13	South Pasadena	MM4101.11	Pedestrian Crossing Devices	PS&E Construction		322,624	322,624	322,624	2022-23	200,000	122,624					
14	South Pasadena	MM4101.15	Mission Street- Pasadena Ave to Arroyo Intersection Improvement Project	Construction	New	1,100,000	-	900,000	900,000	2025-26			900,000			
15	South Pasadena	MM4101.16	Garfield/Monterey Traffic Signal & Bike Lane Project	Construction	New	575,000	-	500,000	500,000	2026-27				500,000		
Total Programming Amount						\$ 23,542,116	\$8,798,679	\$9,874,631	\$18,673,310		\$4,518,544	\$1,053,538	\$1,349,771	\$2,776,827	\$7,770,242	\$1,204,389

Arroyo Verdugo Subregion
 Measure M Multi-Year Subregional Plan - Transit Projects (Expenditure Line 65)

						MEASURE M MSP FUNDS										
Agency	Project ID No.	Project/Location	Funding Phases	Note	Total Project Costs	Prior Alloc	Alloc Change	Current Alloc	1st Program Year	Prior Year Prog	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
1	AVCJPA	MM101.01	Planning Activities for the Measure M MSPs	Planning		\$ 112,308	\$ 112,308	\$ 112,308	2017-18	\$ 82,253	\$ 14,975	\$ 15,080				
2	Burbank	MM4102.01	BurbankBus State of Good Repair - Bus Replacement	Vehicle Purchase		1,800,000	\$ 1,800,000	\$ 1,800,000	2021-22	\$ 1,800,000						
3	Burbank	MM4102.07	BurbankBus Zero Emission Bus Purchase	Vehicle Purchase	Chg	9,215,953	4,396,987	4,818,966	2025-26	-			4,396,987		4,818,966	
4	Glendale	MM4102.02	Beeline Maintenance Facility	Construction	Compl	8,668,000	4,426,000	4,426,000	2019-20	4,426,000						
5	Glendale	MM4102.03	Beeline Replacement Buses (CFP# F9435)	Vehicle Purchase		4,125,000	832,051	832,051	2020-21	832,051						
6	Glendale	MM4102.06	Beeline Bus Purchase and Bus-Related Infrastructure	Vehicle Purchase		9,600,000	2,316,963	2,316,963	2023-24	-	2,316,963					
7	Glendale	MM4102.08	Electrification of Beeline Transit Fleet	Vehicle Purchase Construction	Chg	11,250,000	2,388,773	3,879,850	2024-25	-		2,388,773			3,879,850	
8	La Canada Flintridge	MM4102.09	Bus Purchase for Fleet Electrification	Vehicle Purchase		360,000	360,000	360,000	2024-25	-		360,000				
9	Pasadena	MM4102.04	Purchase Replacement Buses	Vehicle Purchase	Chg	18,807,852	7,072,886	2,778,554	2019-20	700,000		4,670,015			4,481,425	
Total Programming Amount						\$ 63,939,113	\$23,705,968	\$11,477,370	\$ 35,183,337		\$7,840,304	\$2,331,938	\$7,433,868	\$4,396,987	\$ -	\$13,180,241

Arroyo Verdugo Subregion

Measure M Multi-Year Subregional Plan - Highway Efficiency, Noise Mitigation and Arterial Projects (Expenditure Line 83)

						MEASURE M MSP FUNDS										
Agency	Project ID No.	Project/Location	Funding Phases	Note	Total Project Costs	Prior Alloc	Alloc Change	Current Alloc	1st Program Year	Prior Years Prog	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
1	LA County	MM5506.09	I-210 Soundwalls: EB from La Crescenta Ave. to SB SR-2 Connector (MR310.44)	Construction	New	\$ 11,187,812		\$ 1,213,412	\$ 1,213,412	2026-27					\$ 606,706	\$ 606,706
2	South Pasadena	MM5506.06	Grevelia Street and Fair Oaks Avenue	PS&E Construction		200,000	200,000	200,000	2022-23	50,000	150,000					
3	South Pasadena	MM5506.07	Columbia Street Striping and Signals	PS&E Construction		300,000	300,000	300,000	2023-24		50,000	250,000				
4	South Pasadena	MM5506.08	Orange Grove Avenue Widening from Oliver Street to Arroyo Seco Parkway	PS&E Construction		500,000	500,000	500,000	2023-24		50,000	100,000	350,000			
Total Programming Amount						\$ 12,187,812	\$1,000,000	\$1,213,412	\$2,213,412		\$ 50,000	\$ 250,000	\$ 350,000	\$ 350,000	\$ 606,706	\$ 606,706

Arroyo Verdugo Subregion
 Measure M Multi-Year Subregional Plan - Subregional Equity Program (Expenditure Line 68)

						MEASURE M MSP FUNDS									
Agency	Project ID No.	Project/Location	Funding Phases	Note	Total Project Costs	Prior Alloc	Alloc Change	Current Alloc	1st Program Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
1	AVCJPA	MM101.01	Planning Activities for the Measure M MSPs	Planning		\$ 8,026	\$ 8,026	\$ 8,026	2023-24	\$ 4,013	\$ 4,013				
2	Burbank	MM4102.07	BurbankBus Zero Emission Bus Purchase	Vehicle Purchase	New	9,215,953	-	837,129	837,129	2027-28				837,129	
3	Glendale	MM4102.08	Electrification of Beeline Transit Fleet	Vehicle Purchase	New	11,250,000		1,531,825	1,531,825	2027-28				1,531,825	
4	Pasadena	MMXXXX.01	Neighborhood Traffic Management Program at Mountain St. & Raymond Ave.	PS&E Construction	New	500,000		500,000	500,000	2026-27			500,000		
5	Pasadena	MMXXXX.02	Bus Stop Enhancement Program	Construction	New	3,000,000		597,016	597,016	2026-27			597,016		
Total Programming Amount						\$ 23,973,979	\$ 8,026	\$3,465,970	\$3,473,996		\$ 4,013	\$ 4,013	\$ -	\$1,097,016	\$2,368,954

Arroyo Verdugo Subregion
 Measure M Multi-Year Subregional Plan - Active Transportation Projects (Expenditure Line 71)

						MEASURE M MSP FUNDS										
Agency	Project ID No.	Project/Location	Funding Phases	Note	Total Project Costs	Prior Alloc	Alloc Change	Current Alloc	1st Program Year	Prior Years Prog	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
1	Burbank	MM4103.01	Victory Blvd. Connectivity Gap Closure and Transit Enhancements - Between Downtown Burbank Metrolink station and Alameda Ave.	PS&E ROW Construction	compl	\$ 8,109,288	\$ 3,000,000		\$ 3,000,000	2018-19	\$ 3,000,000					
2	Glendale	MM4103.02	Victory Boulevard Project - Burbank City Limit to River Walk bikeway entrance in Glendale	PS&E Construction		5,951,587	5,951,587		5,951,587	2020-21	354,640	5,596,947				
Total Programming Amount						\$ 14,060,875	\$ 8,951,587	\$ -	\$ 8,951,587		\$ 3,354,640	\$ 5,596,947	\$ -	\$ -	\$ -	\$ -

A large, stylized letter 'M' is positioned at the top of the slide. The 'M' is composed of several white, rectangular blocks with a slight 3D effect, set against a dark green circular background. This green circle is partially overlaid by a larger, vibrant orange-red curved shape that sweeps across the top and left sides of the slide.

Measure M Multi-year Subregional Program Arroyo Verdugo Subregion

Planning and Programming Committee
January 15, 2025



Metro

File# 2024-1088

Arroyo Verdugo Subregion

- Five Multi-Year Subregional Program (MSP)
 - Modal Connectivity and Complete Streets Projects (expenditure line 62)
 - Transit Projects (expenditure line 65)
 - Active Transportation (expenditure line 71)
 - Highway Efficiency, Noise Mitigation and Arterial Projects (expenditure line 83)
 - Subregion Equity Program (expenditure line 68)
- Limited to Capital projects
 - Environmental Phase and forward

Los Angeles County Transportation Expenditure Plan
(2015 \$ in thousands)

ATTACHMENT A
Groundbreaking Sequence
(Exceptions Noted)

For Reference Only	Project (Final Project to be Defined by the Environmental Process)	Notes	Schedule of Funds Available		Subregion*	2016 - 2067 Local, State, Federal, Other Funding 2015\$	Measure M Funding 2015\$	Most Recent Cost Estimate 2015\$**	Modal Code
			Ground-breaking Start Date†	Expected Opening Date (3 year range)					
Multi-Year Subregional Programs									
47	Metro Active Transport, Transit 1st/Last Mile Program	p	FY 2018	FY 2057	sc	\$0	\$857,500	\$857,500	H
48	Visionary Project Seed Funding	p	FY 2018	FY 2057	sc	\$0	\$20,000	\$20,000	T
49	Street Car and Circulator Projects	k,p	FY 2018	FY 2022	sc	\$0	\$35,000	\$35,000	T
50	Transportation System and Mobility Improve. Program		FY 2018	FY 2032	sb	\$0	\$293,500	\$293,500	H
51	Active Transportation 1st/Last Mile Connections Prog.		FY 2018	FY 2057	w	\$0	\$361,000	\$361,000	H
52	Active Transportation Program		FY 2018	FY 2057	nc	\$0	\$264,000	\$264,000	H
53	Active Transportation Program		FY 2018	FY 2057	gc	\$0	TBD	TBD	H
54	Active Transportation Program (Including Greenway Proj.)		FY 2018	FY 2057	sg	\$0	\$231,000	\$231,000	H
55	Active Transportation, 1st/Last Mile, & Mobility Hubs		FY 2018	FY 2057	cc	\$0	\$215,000	\$215,000	H
56	Active Transportation, Transit, and Tech. Program		FY 2018	FY 2032	lvn	\$0	\$32,000	\$32,000	T
57	Highway Efficiency Program		FY 2018	FY 2032	lvn	\$0	\$133,000	\$133,000	H
58	Bus System Improvement Program		FY 2018	FY 2057	sg	\$0	\$55,000	\$55,000	T
59	First/Last Mile and Complete Streets		FY 2018	FY 2057	sg	\$0	\$198,000	\$198,000	H
60	Highway Demand Based Prog. (HOV Ext. & Connect.)		FY 2018	FY 2057	sg	\$0	\$231,000	\$231,000	H
61	I-605 Corridor "Hot Spot" Interchange Improvements @		FY 2018	FY 2057	gc	\$240,000	\$1,000,000	\$1,240,000	H
62	Modal Connectivity and Complete Streets Projects		FY 2018	FY 2057	av	\$0	\$202,000	\$202,000	H
63	South Bay Highway Operational Improvements		FY 2018	FY 2057	sc	\$600,000	\$500,000	\$1,100,000	H
64	Transit Program		FY 2018	FY 2057	nc	\$500,000	\$88,000	\$588,000	T
65	Transit Projects		FY 2018	FY 2057	av	\$0	\$257,100	\$257,100	T
66	Transportation System and Mobility Improve. Program		FY 2018	FY 2057	sb	\$0	\$350,000	\$350,000	H
67	North San Fernando Valley Bus Rapid Transit Improvements	p,s	FY 2019	FY 2023	sc	\$0	\$180,000	\$180,000	T
68	Subregional Equity Program	p,s	FY 2018	FY 2057	sc	TBD	TBD	\$1,196,000	T/H
69	Countywide BRT Projects Ph 1 (All Subregions)	l,p	FY 2020	FY 2022	sc	\$0	\$50,000	\$50,000	T
70	Countywide BRT Projects Ph 2 (All Subregions)	l,p	FY 2030	FY 2032	sc	\$0	\$50,000	\$50,000	T
71	Active Transportation Projects		FY 2033	FY 2057	av	\$0	\$136,500	\$136,500	H
72	Los Angeles Safe Routes to School Initiative		FY 2033	FY 2057	cc	\$0	\$250,000	\$250,000	H
73	Multimodal Connectivity Program		FY 2033	FY 2057	nc	\$0	\$239,000	\$239,000	H
74	Countywide BRT Projects Ph 3 (All Subregions)	l,p	FY 2040	FY 2042	sc	\$0	\$50,000	\$50,000	T
75	Arterial Program		FY 2048	FY 2057	nc	\$0	\$726,130	\$726,130	H
76	BRT and 1st/Last Mile Solutions e.g. DASH		FY 2048	FY 2057	cc	\$0	\$250,000	\$250,000	T
77	Freeway Interchange and Operational Improvements		FY 2048	FY 2057	cc	\$0	\$195,000	\$195,000	H
78	Goods Movement (Improvements & RR Xing Elim.)		FY 2048	FY 2057	sg	\$0	\$33,000	\$33,000	T
79	Goods Movement Program		FY 2048	FY 2057	nc	\$0	\$104,000	\$104,000	T
80	Goods Movement Projects		FY 2048	FY 2057	av	\$0	\$81,700	\$81,700	T
81	Highway Efficiency Program		FY 2048	FY 2057	nc	\$0	\$128,870	\$128,870	H
82	Highway Efficiency Program		FY 2048	FY 2057	sg	\$0	\$534,000	\$534,000	H
83	Highway Efficiency, Noise Mitig. and Arterial Projects		FY 2048	FY 2057	av	\$0	\$602,800	\$602,800	H
84	ITS/Technology Program (Advanced Signal Tech.)		FY 2048	FY 2057	sg	\$0	\$66,000	\$66,000	H
85	LA Streetscape Enhance. & Great Streets Program		FY 2048	FY 2057	cc	\$0	\$450,000	\$450,000	H
86	Modal Connectivity Program		FY 2048	FY 2057	lvn	\$0	\$68,000	\$68,000	H
87	Public Transit State of Good Repair Program		FY 2048	FY 2057	cc	\$0	\$402,000	\$402,000	T
88	Traffic Congestion Relief and Improvement Program		FY 2048	FY 2057	lvn	\$0	\$63,000	\$63,000	H
89	Traffic Congestion Relief/Signal Synchronization		FY 2048	FY 2057	cc	\$0	\$50,000	\$50,000	H
90	Arroyo Verdugo Projects to be Determined		FY 2048	FY 2057	av	\$0	\$110,600	\$110,600	H
91	Countywide BRT Projects Ph 4 (All Subregions)	p	FY 2050	FY 2052	sc	\$90,000	\$10,000	\$100,000	T
92	Countywide BRT Projects Ph 5 (All Subregions)	p	FY 2060	FY 2062	sc	\$0	\$100,000	\$100,000	T
93	Multi-Year Subregional Programs Subtotal					\$1,430,000	\$10,253,700	\$12,879,700	
94	GRAND TOTAL					\$21,011,027	\$31,243,641	\$53,450,669	

January 2025 Recommendations

CONSIDER:

A. APPROVING:

1. programming of \$9,874,631 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Modal Connectivity and Complete Streets Projects;
2. programming of \$11,477,370 within the capacity of Measure M MSP - Transit Projects;
3. inter-program borrowing and programming of \$1,213,412 from the Subregion's Measure M MSP - Modal Connectivity and Complete Streets Projects to the Measure M MSP - Highway Efficiency, Noise Mitigation and Arterial Projects;
4. programming of \$3,465,970 within the capacity of Measure M MSP - Subregional Equity Program; and

B. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements and/or amendments for approved projects.

Next Steps

- Execute Funding Agreements with the implementing agencies to initiate projects
- Continue working with the Subregion to identify and deliver projects
- Return to the Board annually for Program/Project updates

**Board Report**

File #: 2024-1020, **File Type:** Program**Agenda Number:** 8.

**PLANNING AND PROGRAMMING COMMITTEE
JANUARY 15, 2025****SUBJECT: MEASURE R MULTIMODAL HIGHWAY SUBREGIONAL PROGRAMS - SEMI-ANNUAL UPDATE****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

CONSIDER:

- A. APPROVING \$23,664,419 in additional programming within the capacity of Measure R Multimodal Highway Subregional Programs and funding changes via the updated project list shown in Attachment A. Projects within this Measure R Multimodal Highway Subregional Program are inclusive of traffic signal, pedestrian, bicycle, transit, and roadway improvements;
- B. APPROVING the deobligation of \$4,317,812 in previously approved Measure R Multimodal Highway Subregional Program funds to re-allocate said funds to other existing Board-approved Measure R projects as shown in Attachment A; and
- C. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements for Board-approved projects.

ISSUE

The Measure R Multimodal Subregional Programs update reports on project priorities that have been revised and budgets that need to be amended to implement the Measure R multimodal subregional projects. In June 2021, the Board approved the [Metro Highway Modernization Program](https://boardagendas.metro.net/board-report/2021-0467/) expanding funding eligibility for active transportation and complete street projects within Measure R and Measure M guidelines. Metro staff works with local jurisdictions on the inclusion of multimodal elements.

The updated project list (Attachment A) reflects new projects, projects that have received prior Board approval, and proposed changes related to schedules, scope, and funding allocations for existing projects. The Board's approval is required as the updated project list serves as the basis for Metro to enter into agreements with the respective implementing agencies.

BACKGROUND

Per the Measure R Expenditure Plan, Arroyo Verdugo Subregion (Line 31), Las Virgenes/Malibu Subregion (Line 32), South Bay Subregion (Line 33), I-710 South and/or Early Action Projects (Line 37) and SR-138 Capacity Enhancements (Line 38) have been allocated under the multimodal highway operational improvement subfund program. In coordination with local jurisdictions, Metro staff leads the development and implementation of multi-jurisdictional and regionally significant highway and arterial projects. Staff also leads projects on behalf of local jurisdictions, at their request, and assists in developing projects within the subfund program.

Additionally, Metro staff manages grants for the Arroyo Verdugo, Las Virgenes/Malibu, Gateway, North Los Angeles County, and South Bay subregions that fund transportation improvements that have been developed and prioritized locally.

Local jurisdictions prioritize and develop projects that are eligible for both Measure R and Measure M program criteria. Metro staff work with cities, subregions, and grant recipients to review projects for eligibility and compliance with the Board-adopted policies outlined in Metro's Complete Streets Policy, Active Transportation Strategic Plan, and First/Last Mile Strategic Plan. Projects are also further evaluated by Metro staff to ensure the projects work toward reducing congestion, resolving operational deficiencies, improving safety, and incorporating multimodal elements.

A total allocation of \$1.89 billion has been designated in the Measure R Expenditure Plan for multimodal highway operational improvements. This funding supports a wide variety of projects and transportation improvements throughout Los Angeles County that maintain consistency with Metro's charge toward multimodal improvements that support the region's mobility needs and support safe, sustainable, environmentally friendly, and equitable transportation improvements. In addition, each project represents a collaborative effort involving multi-departmental coordination during a project's early implementation phases when viable and warranted.

DISCUSSION

The Measure R Expenditure Plan provides subregional funding for the implementation of multimodal highway capital projects. This includes traffic signal, pedestrian, bicycle, transit, and roadway improvements. The Measure R Expenditure Plan does not specifically identify individual multimodal highway capital projects; rather, local jurisdictions within the subregions identify candidate projects for Metro staff review. Metro staff confirms project eligibility, reconfirms funding eligibility for projects that request scope changes, and establishes a project nexus to the eligibility criteria. Through the project evaluation period, Metro staff works with local jurisdictions to refine and integrate multimodal elements into each project that support safe, sustainable, environmentally friendly, and equitable transportation, before being brought for Board approval.

Arroyo Verdugo Operational Improvements

A total of \$140,764,786 has been programmed for projects in the Arroyo Verdugo subregion to date. Of this amount, \$61.6 million has been spent to date, with 61 active projects currently in various stages of the project development process. This update includes funding adjustments for three existing projects and one new project.

Glendale

Deobligate \$1,200,000 for MR310.39 - Widening of SR-2 Freeway Ramps at Mountain. Based on the right-turn volume in the AM and PM peak, the northbound Route 2 off-ramp to Mountain Street is adequately operating and the proposed widening of the off-ramp to add a dedicated right-turn lane is not needed at this time.

Program an additional \$2,000,000 for MR310.62 - Downtown Glendale Signal and Mobility Improvements Project in FY24-25 for a revised budget of \$10,626,736. The Project is in the Plans, Specifications, and Estimates (PS&E) phase and funds are being programmed to fund the construction phase as the City anticipates increased costs. The Project includes software and hardware modifications to coordinate traffic flow via signal synchronization, benefiting all modes of transportation by improving phasing and timing operations and increasing safety through signalized intersections.

Program an additional \$783,560 for MR310.66 - Highway Safety Improvement Program (HSIP) Cycle 11 Local Match (Ped/Bike Improvements) Project in FY25-26 for a revised budget of \$2,000,000. The Project is in the PS&E phase and funds are being programmed to fully fund the project through the construction phase. The Project includes pedestrian/bike signal improvements and upgraded median, bike lane, and pedestrian crossings throughout the City of Glendale.

Program \$5,000,000 - Citywide Multi-Modal Equipment Modernization Project. This is a new project, and funds will be programmed as follows: \$250,000 in FY24-25 and \$4,750,000 in FY25-26. Funds are being programmed for PS&E and Construction phases to upgrade equipment and their ancillary components at key signalized intersections citywide. The Project includes upgrades such as a new bicycle detection, pedestrian countdown signal head, Accessible Pedestrian Signals Push Buttons, and LED Safety Lighting throughout the City of Glendale.

South Bay I-405, I-110, I-105 & SR-91 Improvements

A total of \$454,100,337 has been programmed for projects in the South Bay subregion to date. Of this amount, \$153.5 million has been spent to date, with 84 active projects currently in various stages of the project development process.]This update includes funding adjustments for one existing project.

Gardena

Program an additional \$500,000 for MR312.02 - Traffic Signal Reconstruction on Vermont at

Redondo Beach Blvd and at Rosecrans Ave in FY25-26 for a revised budget of \$2,728,000. The Project is entering into the construction phase and the funds are being programmed to cover increased construction costs. The Project includes signal and intersection improvement to address the existing, near-term future, and long-range traffic conditions along the Vermont Avenue corridor. The improvements will improve safety, access, and operations by eliminating existing deficiencies at the intersections.

Gateway Cities I-605 Corridor “Hot Spots” Interchange Improvements

A total of \$424,005,624 has been programmed for projects in the Gateway Cities subregion to date. Of this amount, \$64.8 million has been spent to date, with 78 active projects currently in various stages of the project development process. This update includes funding adjustments for six existing projects.

LA County

Modify the Project scope for MR315.07 - Mulberry Drive and Painter Avenue Intersection Improvements Project (the intersection is partially located in South Whittier and unincorporated Los Angeles County). The Project is in the design phase and the County is facing continued escalating costs of materials and services. The design team has reduced the scope of work to be able to deliver the Project within the Board-approved budget. As part of these adjustments, the design team is proposing the removal of the right and left turn storage lanes, as well as the right and left turn pockets proposed for Mulberry Drive. The Project will provide an additional northbound left turn lane along Painter Avenue. Additional features include north and southbound turn pockets along Painter Avenue, east and westbound right turn overlap phases, and signage for a Class III bike route along Mulberry Drive as outlined in the County Bicycle Master Plan.

Deobligate \$1,148,287 for MR315.11 - Valley View Avenue and Imperial Highway Intersection Improvements Project (the intersection is partially located in the City of La Mirada and unincorporated Los Angeles County) for a revised budget of \$491,713. The Project was in the design phase and had significant cost escalations. County staff performed a level of service analysis and considered reduced scopes to work within the project budget. It was found that the proposed reduction in the intersection improvement would no longer deliver operational improvements as originally intended. The remaining Project budget will be deobligated and returned to the subregion to fund active projects.

Deobligate \$1,969,525 for MR315.15 - Norwalk Boulevard and Whittier Boulevard Intersection Improvement Project (the intersection is partially located in the City of Whittier and unincorporated Los Angeles County) for a revised budget of \$860,475. The Project was in the design phase and had significant cost escalations. County staff performed a level of service analysis and considered reduced scopes to lower project costs. It was found that the proposed reduction in the intersection improvement would no longer deliver no operational improvements as originally intended. The City of Whittier has expressed interest in continuing work at this intersection. The remaining project budget will be deobligated and returned to the subregion. Staff will work to execute a new funding agreement with the City of Whittier.

Norwalk

Program an additional \$580,000 for MR315.10 - Bloomfield Avenue at Imperial Highway Intersection Improvement Project for a revised budget of \$1,500,000. In addition, reprogram \$1,462,657 as follows: \$57,657 in FY24-25, and \$1,405,000 in FY25-26. The Project is in the right of way phase with additional funds being programmed to support right of way acquisitions needed to deliver the studied improvements and to support escalated construction costs. The Project's originally programmed funds are being reprogrammed to account for the City's revised schedule. The Project includes additional east and westbound left turn lanes on Imperial Highway, modifying signal timing and operations, and providing Class II bike lanes north and southbound on Bloomfield Avenue.

Program an additional \$1,020,000 for MR315.26 - Studebaker Road at Alondra Boulevard Intersection Improvement Project in FY24-25 for a revised budget of \$1,500,000. The Project is completing the design phase, and funds are being programmed to account for increased construction costs due to unit price increases as a result of delays in utility relocations and Memoranda of Understanding needed with third party agencies. The Project includes an additional southbound left turn lane on Studebaker Road, increased left turn lane storage for Studebaker Road, and modifications to signal timing, operations, and improvements to the existing median.

Santa Fe Springs

Program an additional \$1,297,371 for MR315.41 - Valley View Ave Intersection at Alondra Blvd Improvements Project for a revised budget of \$4,884,371. In addition, reprogram \$4,864,500 as follows: \$3,567,129 in FY24-25, and \$1,297,371 in FY25-26. The Project is in the design phase and funds are being programmed for the City to finalize its 100% PS&E. Additional funds are being programmed to support right-of-way acquisitions needed to deliver the Project improvements and escalated construction costs since the engineer's estimate was prepared for this Project. The City is reprogramming its original funds to account for its new Project timeline. The Project includes restriping Alondra Boulevard to provide a right/through lane, two through lanes, and dual left turn lanes for both the eastbound and westbound directions. The Project will also widen the south side of Alondra Boulevard and reconstruct a raised median east of the intersection. The road improvements are aimed at improving mobility and safety along the major corridors.

Gateway Cities I-710 South Early Action Projects

A total of \$359,347,757 has been programmed for projects in the Gateway Cities subregion. Of this amount, \$105.5 million has been spent to date, with 75 active projects currently in various stages of the project development process. This update includes funding adjustments for six projects.

Metro

Program \$10,000,000 for I-710 Humphreys Avenue Crossing: A Pedestrian and Bicycle Crossing to Bridge the I-710 Divide in East Los Angeles Project. This is a new project, and funds will be programmed as follows: \$200,000 in FY25-26, \$1,300,000 in FY26-27, \$2,000,000 in FY27-28, \$2,300,000 in FY28-29 and \$4,200,000 in FY29-30. The Project's environmental and design phases

will be led by Metro, but construction will be implemented by Caltrans or another entity besides Metro. The Project includes crosswalk and sidewalk upgrades to meet ADA requirements, and upgrades to the Humphreys Bridge.

Program up to \$200,000 for I-710 Humphreys Avenue Crossing: A Pedestrian and Bicycle Crossing to Bridge the I-710 Divide in East Los Angeles - Caltrans Oversight. This is a new Metro-led project and funds will be programmed: \$200,000 in FY26-27. The project is in the planning phase and funds are being programmed to begin the environmental phase of the project. The Project includes crosswalk and sidewalk upgrades, ADA-compliant elements, and upgrades to the I-710 Humphreys Bridge.

Bell

Program an additional \$878,392 for MR306.44 - Gage Avenue Bridge Improvements Project for a revised budget of \$1,925,239. Funds will be programmed as follows: \$219,598 in FY24-25 and \$658,794 in FY25-26. The Project is in the PA&ED phase and funds are being programmed as recommended by the I-710 Technical Advisory Committee to complete the environmental document including traffic and environmental studies. The Project includes standard lane widths, shoulders, sidewalks, and new street lighting that will provide safety improvements to pedestrians.

Lynwood

Reprogram \$1,000,000 for MR306.59 - Imperial Highway Capacity Enhancements Project. The funds are being reprogrammed as follows: \$1,000,000 in FY24-25, the budget remains the same at \$4,626,537. The Project is in the construction phase and funds are being reprogrammed to expand the scope and project limits. The Project includes traffic signal equipment and restriping between State Street and Wright Road along Imperial Highway. The purpose of this Project is to implement a range of improvements to the existing intersections to improve safety and operations.

South Gate

Reprogram \$89,594 for MR306.57 - Imperial Highway Improvements Project. The funds are being reprogrammed as follows: \$89,594 in FY24-25, the budget remains the same at \$966,250. The Project is in the construction phase and funds are being reprogrammed to extend the project limits to add a U-turn pocket on Imperial Highway. The Project includes raised center medians and traffic signal modifications along Imperial Highway. The Project aims to improve mobility, safety, and air quality along Imperial Highway.

Signal Hill

Program \$1,404,720 - Willow Street to Cherry Avenue Efficient Traffic Corridors Project. This is a new project and funds will be programmed as follows: \$172,500 in FY25-26 and \$1,232,220 in FY26-27. The Project is in the Project Approval and Environmental Documentation (PA&ED) phase, and funds are being programmed to be used as seed funding for the HSIP Grant, which requires a 20% match. The Project includes mitigation measures, traffic signal upgrades, and traffic signal coordination.

North County SR-138 Safety Enhancements

A total of \$200,000,000 has been programmed for projects in the North County subregion to date. Of this amount, \$73.8 million has been spent to date, with 12 active projects currently in various stages of the project development process. This update includes funding adjustments for one existing project.

Reprogram \$25,000,000 for MR501.01 - The Old Road - Magic Mountain Parkway to Turnberry Lane. The funds are being reprogrammed as follows: \$2,000,000 in FY24-25, \$21,000,000 in FY25-26 and \$2,000,000 in FY26-27, the budget remains the same at \$25,000,000. This Project will be in the construction phase and funds are being reprogrammed to better align with the project timeline. The Project includes realigning and widening the roadway to include bike lanes and sidewalks to provide multimodal improvements on the existing roadway.

DETERMINATION OF SAFETY IMPACT

The multimodal subregional programs support the development of a safer transportation system that will provide high-quality multimodal mobility options to enable people to spend less time traveling.

FINANCIAL IMPACT

The highway projects are funded from the Measure R 20% Highway Capital subfund earmarked for the subregions. FY25 funds are allocated for Arroyo Verdugo Project No.460310 and Las Virgenes-Malibu Project No. 460311 under Cost Center 0442 in Account 54001 (Subsidies to Others).

For the South Bay subregion, FY25 funds are allocated in Cost Centers 0442, 4720, 4740, Accounts 54001 (Subsidies to Others), and 50316 (Professional Services) in Projects 460312, 461312, 462312, and 463312.

For the Gateway Cities subregion, FY24 funding for the I-605 Corridor “Hot Spots” Projects is allocated to Project No. 460314, Cost Centers 4720, 0442, Account 54001 (Subsidies to Others), and Account 50316 (Professional Services) in Projects 461314, 462314, 463314, 460345, 460348, 460350, and 460351. I-710 Early Action Project funds have been budgeted in Project No. 460316 in Cost Center 0442.

The remaining funds are distributed from the Measure R 20% Highway Capital subfund via funding agreements to Caltrans and the cities of Palmdale and Lancaster in the FY24 budget under Cost Center 0442 in Project No. 460330, Account 54001 (Subsidies to Others).

Since the Measure R Multimodal Highway Subregional Programs are multiyear programs that contain various projects, Countywide Planning and Development will be responsible for budgeting the costs in current and future years.

Impact to Budget

This action will not impact the approved FY25 budget. Staff will rebalance the approved FY25 budget as necessary to fund the identified priorities and revisit the budgetary needs using the quarterly and mid-year adjustment processes subject to the availability of funds.

The source of funds for these projects is Measure R 20% Highway Funds. This fund source is not eligible for transit capital or operations expenses.

EQUITY PLATFORM

This semi-annual update funds subsequent phases of Board-approved Highway Subsidy grants aligned with the Measure R Board-approved guidelines and the [Metro Objectives for Multimodal Highway Investments](https://boardagendas.metro.net/board-report/2022-0302/) <<https://boardagendas.metro.net/board-report/2022-0302/>>. Complete Streets and Highways staff have also provided technical assistance to Equity Focus Communities (EFCs) in various subregions. For example, Metro staff collaborated closely with jurisdictions to review project eligibility, proposed scope of work, schedules, and budget adjustments, aiming to maximize success, optimize resource allocation, and align with other projects and programs. This collaborative approach also facilitated Metro staff and local jurisdiction engagement, promoted knowledge sharing, and enhanced risk management. The Highway Subsidy Grants do not have a direct equity impact; rather, through staff's technical assistance, they aim to provide context sensitive and more equitable project development through city contracts that could reduce transportation disparities. Efforts are ongoing to collaborate with the different subregions, ensuring that equity is considered in the selection, prioritization and completion of projects.

Each city and/or agency, independently and in coordination with its subregion, undertakes its jurisdictionally determined community engagement process specific to the type of transportation improvement it seeks to develop. These locally determined and prioritized projects represent the needs of cities. This update includes additional funding for the EFCs of Bell, Gardena, Glendale, South Gate, Long Beach, and Lynwood as well as unincorporated areas of Los Angeles County, including the community of East Los Angeles

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports the strategic plan goal:

“Goal 1: Provide high-quality mobility options that enable people to spend less time traveling.”

Goal 1.1. Approval of the multimodal highway subregional programs will expand the transportation system as responsibly and quickly as possible as approved in Measure R and M to strengthen and expand LA County's transportation system.

“Goal 4: Transform LA County through regional collaboration.”

Goal 4.1. Metro will work closely with municipalities, council of governments, Caltrans to implement holistic strategies for advancing mobility goals.”

ALTERNATIVES CONSIDERED

The Board may choose not to approve the revised project list and funding allocations. However, this option is not recommended as it will delay the development of locally prioritized improvements. In addition, projects initiating or currently in the construction phase may face cost implications by delaying the required funding agreements, amendments, or time extensions.

NEXT STEPS

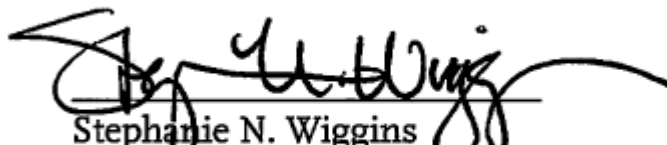
Metro staff will timely execute the funding agreements in consideration of multimodal investments within the Measure R Multimodal Highway Subregional Program.

ATTACHMENTS

Attachment A - Measure R Multimodal Highway Subregional Programs - January 2025

Prepared by: Roberto Machuca, Deputy Executive Officer, Complete Streets and Highways, (213) 418-3467
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Reviewed by: Ray Sosa, Chief Planning Officer, (213) 547-4274



Stephanie N. Wiggins
Chief Executive Officer

Agency	Project ID No.	PROJECT/LOCATION	Funding Phases	Note	Prior Alloc	Alloc Change	Current Alloc	Prior Yr Program	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30
Total Measure R Programmed to Date					1,818,342	19,347	1,837,689	1,688,255	102,695	27,515	5,655	5,365	2,300	4,200
Arroyo Verdugo Operational Improvements (Expenditure Line 31)					134,181.2	6,583.6	140,764.8	110,266.1	12,308.4	12,915.3	525.0	0.0	0.0	0.0
Glendale	MR310.39	Widening of SR-2 Fwy Ramps @ Mountain	PA&ED, PS&E, Construction	DEOB	1,200.0	(1,200.0)	0.0	1,200.0	(1,200.0)					
Glendale	MR310.62	Downtown Glendale Signal Mobility Improvements Project	PS&E, Construction	CHG	8,626.7	2,000.0	10,626.7	6,626.7	4,000.0					
Glendale	MR310.66	HSIP Cycle 11 Local Match (Ped/Bike Improvements)	PS&E, Construction	CHG	1,216.4	783.6	2,000.0	400.0	816.4	783.6				
Glendale	TBD	Citywide Multi-Modal Equipment Modernization	PS&E, Construction	ADD	0.0	5,000.0	5,000.0	0.0	250.0	4,750.0				
TOTAL PROGRAMMING GLENDALE					82,113.7	6,583.6	88,697.3	69,097.3	7,466.4	7,383.6	0.0	0.0	0.0	0.0
TOTAL ARROYO VERDUGO PROGRAMMING					134,181.2	6,583.6	140,764.8	110,266.1	12,308.4	12,915.3	525.0	0.0	0.0	0.0
Las Virgenes/Malibu Operational Improvements (Expenditure Line 32)					173,668.0	0.0	173,668.0	168,980.0	4,688.0	0.0	0.0	0.0	0.0	0.0
South Bay I-405, I-110, I-105, & SR-91 Ramp / Interchange Imps (Expenditure Line 33)					453,600.2	500.0	454,100.3	427,624.1	19,967.0	1,167.5	1,976.4	3,365.3	0.0	0.0
Gardena	MR312.02	Traffic Signal Reconstruction on Vermont at Redondo Beach Blvd and at Rosecrans Ave.	PA&ED, PS&E, Construction	CHG	2,228.0	500.0	2,728.0	2,228.0		500.0				
TOTAL GARDENA					14,650.3	500.0	15,150.3	14,650.3	0.0	500.0	0.0	0.0	0.0	0.0
TOTAL SOUTH BAY PROGRAMMING					453,600.2	500.0	454,100.3	427,624.1	19,967.0	1,167.5	1,976.4	3,365.3	0.0	0.0
Gateway Cities: I-605/SR-91/I-405 Corridors "Hot Spots" (Expenditure Line 35)					424,225.8	-220.2	424,005.6	404,088.3	13,845.0	5,651.4	421.0	0.0	0.0	0.0
LA County	MR315.07	Painter - Mulberry Intersection Improvements	PA&ED, PS&E, ROW, Construction	SCCH	4,410.0	0.0	4,410.0	4,410.0						
LA County	MR315.11	Valley View - Imperial Intersection Improvements	PA&ED, PS&E, ROW, Construction	DEOB	1,640.0	(1,148.3)	491.7	1,640.0	(1,148.3)					
LA County	MR315.15	Norwalk-Whittier Intersection Improvements	PA&ED, PS&E, ROW, Construction	DEOB	2,830.0	(1,969.5)	860.5	2,830.0	(1,969.5)					
TOTAL PROGRAMMING LA COUNTY					15,979.8	(3,117.8)	12,862.0	15,979.8	(3,117.8)	0.0	0.0	0.0	0.0	0.0
Norwalk	MR315.10	Bloomfield - Imperial Intersection Improvements	PA&ED, PS&E, ROW, Construction	CHG/REP	920.0	580.2	1,500.2	37.6	57.7	1,405.0				
Norwalk	MR315.26	Studebaker - Alondra Intersection Improvements	PA&ED, PS&E, Construction	CHG	480.0	1,020.0	1,500.0	480.0	1,020.0					
TOTAL PROGRAMMING NORWALK					9,959.4	1,600.2	11,559.6	6,045.0	4,097.7	1,417.0	0.0	0.0	0.0	0.0

Agency	Project ID No.	PROJECT/LOCATION	Funding Phases	Note	Prior Alloc	Alloc Change	Current Alloc	Prior Yr Program	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30
Total Measure R Programmed to Date					1,818,342	19,347	1,837,689	1,688,255	102,695	27,515	5,655	5,365	2,300	4,200
Santa Fe Springs	MR315.41	Valley View - Alondra Intersection Improvements, ROW & Construction	PS&E, ROW, Construction	CHG/REP	3,587.0	1,297.4	4,884.4	19.9	3,567.1	1,297.4				
TOTAL I-605 "HOT SPOTS" PROGRAMMING					424,225.8	-220.2	424,005.6	404,088.3	13,845.0	5,651.4	421.0	0.0	0.0	0.0
Gateway Cities: Interstate 710 South Early Action Projects (Expenditure Line 37)					346,864.6	12,483.1	359,347.8	313,310.1	0.0	0.0	0.0	2,000.0	2,300.0	4,200.0
Metro	TBD	I-710 Humphreys Ave Crossing: A Pedestrian and Bicycle Crossing to Bridge the I-710 Divide in East Los Angeles	PA&ED, PS&E, Construction	ADD	0.0	10,000.0	10,000.0	0.0		200.0	1,300.0	2,000.0	2,300.0	4,200.0
Metro	TBD	I-710 Humphreys Ave Crossing: A Pedestrian and Bicycle Crossing to Bridge the I-710 Divide in East Los Angeles - Caltrans Oversight	PA&ED	ADD	0.0	200.0	200.0	0.0		200.0				
TOTAL PROGRAMMING METRO					167,557.0	10,200.1	177,757.1	162,964.5	4,592.6	200.0	1,500.0	2,000.0	2,300.0	4,200.0
Bell	MR306.44	Gage Ave Bridge Replacement Project	PA&ED, PSE, Construction	CHG	1,046.8	878.4	1,925.2	1,046.8	219.6	658.8				
TOTAL BELL					1,361.4	878.4	2,239.8	1,361.4	219.6	658.8	0.0	0.0	0.0	0.0
Lynwood	MR306.59	Imperial Hwy Capacity Enhancements Project	Construction	REP	4,626.5	0.0	4,626.5	4,626.5	1,000.0					
TOTAL LYNWOOD					4,646.5	0.0	4,646.5	4,646.5	1,000.0	0.0	0.0	0.0	0.0	0.0
Signal Hill	TBD	Willow Street to Cherry Avenue Efficient Traffic Corridors Project	PA&ED, PS&E, ROW, Construction	ADD	0.0	1,404.7	1,404.7	0.0		172.5	1,232.2			
TOTAL SIGNAL HILL					0.0	1,404.7	1,404.7	0.0	0.0	172.5	1,232.2	0.0	0.0	0.0
South Gate	MR306.57	Imperial Highway Improvements Project	Construction	REP	966.2	0.0	966.2	966.2	89.6					
TOTAL I-710 SOUTH PROGRAMMING					346,864.6	12,483.1	359,347.8	313,310.1	28,113.8	7,781.3	2,732.2	2,000.0	2,300.0	4,200.0
North County: SR-138 Safety Enhancements (Expenditure Line 38)					200,000.0		200,000.0	188,461.5	11,538.5	0.0	0.0			
TOTAL SR-138 PROGRAMMING					200,000.0		200,000.0	188,461.5	11,538.5	0.0	0.0			
North County: I-5/SR-14 Safety Enhancements (Expenditure Line 26)					85,802.5		85,802.5	75,525.0	12,234.2	0.0	0.0			
LA County	MR501.01	The Old Road - Magic Mountain Parkway to Turnberry Ln (f3136)	PA&ED, PS&E, ROW, Construction	REP	25,000.0	0.0	25,000.0	25,000.0	2,000.0	21,000.0	2,000.0			
TOTAL LA COUNTY					25,000.0	0.0	25,000.0	25,000.0	6,649.0	25,648.5	2,000.0	0.0	0.0	0.0
TOTAL I-5/SR-14 PROGRAMMING					85,802.5		85,802.5	75,525.0	12,234.2	43.8	0.0			
Total Measure R Programmed to Date					1,818,342	19,346.6	1,837,689	1,688,255	102,695	27,515	5,655	5,365	2,300	4,200



Measure R Multimodal Highway Subregional Programs Update

Staff Recommendation

CONSIDER:

- A. APPROVING \$23,664,419 in additional programming within the capacity of Measure R Multimodal Highway Subregional Programs and funding changes via the updated project list shown in Attachment A, projects within this Measure R Multimodal Highway Subregional Program are inclusive of traffic signal, pedestrian, bicycle, transit, and roadway improvements.
- B. APPROVING the deobligation of \$4,317,812 in previously approved Measure R Multimodal Highway Subregional Program funds for re-allocation to other existing Board-approved Measure R projects as shown in Attachment A; and
- C. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements for Board-approved projects.



Measure R Multimodal Highway Subregional Status

Subregion	# Projects	MR Allocation	Programmed to Date	Amount Spent to Date	% Spent
(\$ in millions)					
Arroyo Verdugo Operational Improvements Expenditure Line 31	61	\$170.0	\$140.8	\$61.6	43.8%
Las Virgenes/Malibu Operational Improvements Expenditure Line 32	31	\$175.0	\$173.7	\$138.2	79.6%
South Bay I-405, I-110, I-105, & SR-91 Ramp / Interchange Imps Expenditure Line 33	84	\$506.0	\$454.1	\$153.5	33.8%
Gateway Cities: I-605/SR-91/I-405 Corridors "Hot Spots" Expenditure Line 35	78	\$590.0	\$424.0	\$64.8	15.3%
Gateway Cities: Interstate 710 South Early Action Projects Expenditure Line 37	75	\$590.0	\$359.3	\$105.5	29.4%
North County: SR-138 Safety Enhancements Expenditure Line 38	12	\$200.0	\$200.0	\$80.0	40.0%
North County: I-5/SR-14 Safety Enhancements Expenditure Line 26	9	\$90.8	\$85.8	\$4.3	5.0%
Total Measure R Subregional Programmed to Date	350	\$2,321.8	\$1,837.7	\$607.9	33.1%



Equity Focus Communities

This update includes additional funding for the Equity Focus Communities of Bell, Gardena, Glendale, South Gate, Long Beach, and Lynwood as well as unincorporated areas of Los Angeles County, including the community of East Los Angeles





Board Report

File #: 2024-0928, File Type: Agreement

Agenda Number: 9.

PLANNING AND PROGRAMMING COMMITTEE
JANUARY 15, 2025

SUBJECT: AMENDING THE MEMORANDUM OF UNDERSTANDING WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR THE SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

- A. RECEIVING AND FILING the San Gabriel Valley Transit Feasibility Study (Study) by the San Gabriel Valley Council of Governments (SGVCOG); and
- B. AUTHORIZING the Chief Executive Officer (CEO) to negotiate and execute Amendment No. 2 to the existing Memorandum of Understanding (MOU) with SGVCOG for the San Gabriel Valley Transit Improvements Project for the continued refinement of project definition and alternatives, and initiation of environmental clearance for an amount not to exceed \$800,000, bringing the total funding to \$4,100,000.

ISSUE

This item provides an update on the recently completed SGVCOG’s Transit Feasibility Study conducted by SGVCOG in Spring 2024 (Attachment A). It also outlines the additional technical and environmental analysis, as well as outreach coordination, that would be carried out in the next phase of the project (Phase 3), pending authorization from the Metro Board of Directors. By continuing this study, Metro would address the February 2020 Board directive to evaluate options to serve the mobility needs of the San Gabriel Valley.

BACKGROUND

At its February 2020 meeting, the Board withdrew the State Route (SR) 60 and Combined Alternatives from further consideration for the Eastside Transit Corridor Phase 2 (ESP2) project. In the same month, the Board also approved Motion 8.1 by Directors Solis, Hahn, Butts, Garcia, Fasana and Garcetti directing staff to 1) prepare a feasibility study and develop high-quality transit service options to serve the San Gabriel Valley, and 2) include a Funding Plan for the San Gabriel Valley and Gateway Cities subregions that encompasses Measure R and Measure M funding for the Eastside

Transit Corridor Phase 2 project (Attachment B).

In May 2020, Project staff returned to the Metro Board with an update and the Board passed Motion 5.1 by Directors Solis, Fasana, and Barger directing Metro to transfer funding to the SGVCOG to lead the study on the short- and long-term transit solutions (Attachment C).

In February 2021, Metro executed a Memorandum of Understanding (MOU) with the SGVCOG to lead a feasibility study to identify short- and long-term transit options to serve the mobility needs of the San Gabriel Valley for \$1,500,000. The SGVCOG secured professional services to conduct Phase 1 of the study. On October 18, 2022, Metro executed Amendment 1 to the MOU with SGVCOG to perform Phase 2 and increased funding by \$1,800,000 to complete the Study.

In July 2021, SGVCOG initiated Phase 1 of the Study which included an initial feasibility study analysis and draft Vision Plan indicating the most promising corridors for improved transit services. Phase 2 of the Study was initiated in October 2022 and concluded in December 2023. Phase 2 focused on refinement and design of the most promising concepts and an updated Vision Plan with a phased implementation strategy.

In March 2024, the SGVCOG's Governing Board approved the Final San Gabriel Valley Transit Feasibility Study and directed SGVCOG staff to perform project definition with any appropriate environmental analysis, and work with Metro to request funding for this effort in the Fiscal Year (FY) 2025 Metro Budget.

At the May 2024 Metro Board meeting, the Board adopted its FY2025 Budget, which allocated an additional \$800,000 in funding for the SGVCOG to proceed with the next phase of work (Phase 3) to include identification of a proposed project definition with any environmental analysis.

In June 2024, the SGVCOG affirmed its commitment to implementing the near- and mid-term project components identified in the Study, including design, environmental clearance, construction, and related tasks.

DISCUSSION

This anticipated outcomes of the Study include identifying an implementation strategy with near term opportunities for investment in improved transit service (Jump Start Projects with implementation by 2028); identifying project(s) in the SR 60 corridor which could be implemented with the \$635.5 million in capital funding committed by Metro (Mid Term Plan with implementation by 2035); and identifying an areawide long term Vision Plan with an integrated network of high quality transit services in the San Gabriel Valley (with potential implementation by 2050).

To date, Metro has identified some local and grant funding to advance portions of the Jump Start project envisioned for Valley Boulevard through the Reconnecting Communities & Neighborhoods (RCN) program. This program is a bundle of projects from Metro's 2028 Mobility Concept Plan being delivered by Metro and other regional partners in support of the 2028 Olympic and Paralympic

Games. Following environmental clearance of the RCN program, for the SGV region Metro anticipates that the SGVCOG will implement the Valley Blvd Bus Priority Lanes project as part of the near-term improvements.

The completed phases of the Study identified Bus Rapid Transit (BRT) and Transit Signal Priority (TSP) transit enhancement projects aimed at developing a cohesive transit network for the entire San Gabriel Valley. The Study included BRT and TSP project segments for short-term, mid-term, and long-term implementation (further details in Attachment A and maps in Attachment E) in a series of three phases, as summarized below:

- **Jump Start Projects (2028):** A set of near-term improvements, or “Jump Start Projects,” have been identified for potential implementation over the next 3-5 years. These Jump Start projects are contingent upon securing earlier funding sources and need local support to be realized.

The Jump Start Projects include:

- Traffic Signal Priority (TSP) enhancements along designated Rapid Bus Priority Corridors and bus rapid transit (BRT) corridors which currently have higher-frequency services, e.g., Metro bus lines (Lines 76, 260, and 266) and two existing Foothill Transit bus lines (Lines 280 and 197)
 - Constructing “Jump Start” bus lane demonstration projects at one or more of six candidate segments including:
 - Atlantic Boulevard and Garvey Avenue in Monterey Park
 - Garvey Avenue in Rosemead and El Monte
 - Valley Boulevard in Industry and LA County, and
 - Holt Avenue in Pomona
 - Providing BRT shelters to enhance stops at key station locations
 - Providing “Complete Street” improvements for pedestrians and bicyclists in anticipation of future bus transit improvements
-
- **Mid Term Plan (2035):** The Mid Term Plan incorporates capital improvements which could be constructed with the \$635.5 million committed to the SGV by Metro. The Mid Term Plan includes:
 - Rapid Bus Priority Corridors - Provide TSP at all signalized intersections along designated corridors. These improvements would facilitate existing bus services in the near term and would host limited stop “Rapid Bus” services in the longer term:
 - Valley Boulevard / Metro Line 76 from Downtown Los Angeles to El Monte
 - Amar Road / Foothill Line 486 from El Monte to Downtown Pomona
 - Atlantic Boulevard / Metro Line 260 from Pasadena to Atlantic Station (Metro E Line)
 - Rosemead Boulevard / Metro Line 266 from Monrovia Station (Metro A Line) to Galatin Road (Pico Rivera)
 - Proposed Myrtle - Peck - Workman Mill - Beverly route from Monrovia Station (Metro A Line) to proposed terminus of Metro E line on Washington Boulevard (Whittier)
 - Azusa Avenue / Foothill Transit Line 280 from Azusa Station (Metro A Line) to Puente Hills Mall Transit Center (City of Industry)
 - Proposed Citrus / Grand route from Citrus/APU Station (Metro A Line) to

- Diamond Bar
 - Route from Pomona North Metrolink Station to Downtown Pomona via Arrow Highway and White Avenue (through Pomona Fairplex)
- BRT Corridors - Provide bus lanes and enhanced stations along designated BRT corridors. These improvements would support existing high-frequency bus services in the near term and would host BRT service in the longer term:
 - Bus lane segments and enhanced stations along the East-West Hybrid route between Atlantic Station (Metro E Line) and Pomona
 - Bus lane segments along Rosemead Boulevard within SGV (Rosemead, El Monte and South El Monte)
 - Transit center and bus operations center improvements (specifics to be determined by further study)
 - 30 Zero Emission Buses (ZEBs)
- **Long Term Vision Plan:** The Long Term Vision Plan features projects that could potentially be achieved by the year 2050, subject to additional funding and project development activity. No funding is currently identified or secured for this plan. The Long-Term Vision Plan includes:
 - Bus lane segments and additional BRT services along designated Phase 2 BRT corridors including:
 - Atlantic Boulevard / Metro Line 260 from Pasadena to Atlantic Station (Metro E Line) with potential extension south to Artesia Station (Metro A Line)
 - Additional bus lane segments along Rosemead Boulevard / Metro Line 266 in East Pasadena
 - Azusa Avenue / Foothill Transit Line 280 from Azusa Station (Metro A Line) to Puente Hills Mall Transit Center
 - Bus lane segments along Valley Boulevard between LA Union Station and El Monte Transit Center (Metro Line 76)
 - Bus lane segments along the route from Pomona North Metrolink Station to Downtown Pomona via Arrow Highway and White Avenue (through Pomona Fairplex). (This route segment could provide an alternative terminal for the east-west BRT service.)
 - Potential passenger rail service along the Union Pacific Alhambra Subdivision between downtown Pomona and Los Angeles Union Station with infill stations at the South Campus of California Polytechnic University (Pomona), Hacienda Boulevard (City of Industry) and Atlantic Boulevard (Alhambra).
 - With buildout of the Long-Term Vision Plan bus lane, transit center, and operations center improvements and commissioning of new Rapid Bus and BRT services, the SGV would have an integrated network of east-west and north-south services covering the full extent of the Valley and providing public transport to all communities.

Community Outreach

The study was informed by continuous input and numerous comments from the general public, various involved jurisdictions, and key stakeholders including transit operators such as Metro and Foothill Transit. Various outreach activities were initiated during Phase 1 and continued throughout Phase 2.

A public opinion poll was conducted at the start of the Study. The poll was widely distributed through the web and social media and more than 400 responses were received. Key traveler characteristics include:

- 30% of residents surveyed ride transit daily or weekly
- 20% of respondents typically utilize transit for travel
- 15% of those surveyed don't have access to a car
- 70% of those surveyed travel more than 5 miles for work
- 46% of respondents travel more than 5 miles for shopping and recreation

The results indicate that there is a substantial market potential for transit in the SGV. The survey also asked respondents to identify factors that would result in higher utilization of transit.

During Phase 1, a Technical Advisory Committee (TAC) was formed that included 24 cities, unincorporated LA County, and other public agencies. The TAC served as an opportunity for agencies to provide input and collaborate on solutions. Additional outreach activities that occurred during Phase 1 included:

- Public agency/elected official briefings with over 30 participants
- 10 key stakeholder/one-on-one briefings
- Two community workshops that engaged 144 attendees
- Travel survey that garnered responses from over 400 SGV residents
- A social media ad campaign that reached 3,800 to 10,900 people per day and garnered 250 to 700 clicks per day
- A project website that hosted information and interactive concept maps, which received community feedback
- A dedicated email and phone number with a voicemail in English, Spanish, and Chinese for the community to provide feedback

During Phase 2, the TAC was expanded to include 27 cities, agencies, and elected official districts. The outreach activities that occurred during Phase 2 included:

- 19 one-on-one briefings with municipal agencies, LA County Departments, elected officials, and other stakeholders
- A project website that hosted an informational campaign and Interactive Map on the Initial Concepts, which received 49 feedback comments that engaged over 300 participants
- 11 community pop-up events in the cities and communities located closest to the concepts.

Input from pop-up events include:

- Direct connections to Cal State LA, East LA College, Mt. San Antonio College, and Cal Poly Pomona
- Service improvements centered in low-income communities and areas with low car availability
- More transit service in Monterey Park and additional transit hubs west of El Monte
- Faster bus operations, more frequent service, and bus lanes on Rosemead Blvd.

In subsequent planning phases, SGVCOG will continue collaboration with cities and transit agencies.

In support of the SGV Feasibility Study, Metro staff provided project funding, technical and community engagement support to the SGVCOG project team. Activities included regular participation at bi-weekly project meetings and community workshops, general project administration (e.g., invoice review and processing), collaboration with Board offices and key stakeholders as requested, and also conducted internal peer reviews of the study. In addition, Metro supported outreach partnering efforts with the SGVCOG by posting QR codes on its Facebook and Nextdoor accounts to collect public feedback in support of community surveys.

Scope of Work for Next Phase (Phase 3)

Although the recently completed Study phases found that the proposed projects were feasible based on broad city and community input and engineering constructability, the study effort stopped short of securing approvals for the proposed projects nor a selection of a preferred alternative for each project alignment by the stakeholder agencies. Therefore, the next step of the study is for SGVCOG staff to initiate Project Definition efforts to identify the Locally Preferred Alternatives for BRT and TSP enhancements for each of the affected stakeholder agencies for which Jump-Start segments of BRT and TSP and the Mid-Term Plan that are proposed.

The proposed scope of work by the SGVCOG for Phase 3 of the Study includes the following key activities:

- Project Management & Stakeholder Outreach, including management of work effort, progress and schedule as well as conducting of one-on-one project stakeholder meetings with staff and elected officials from the impacted stakeholder agencies that may involve presentations to local city council meetings to brief elected officials in the proposed project;
- Community Outreach, including the SGVCOG and its consultants holding public meetings with community members and residents from impacted jurisdictions to further project refinement and conceptual engineering tasks (both virtual and/or in person), a combination of virtual and in-person community meetings, and attendance at community pop-up events
- Mid Term and Jump Start Program Development, including coordination and readiness assessment, BRT lane configuration determination, traffic circulation and parking analyses
- Conceptual Engineering drawings (from 5% to 15%)
- Rough order-of-magnitude (ROM) Cost Estimates

The SGVCOG will continue to work closely with Metro and local jurisdictions to ensure that the project definition and conceptual engineering phases of work support the needs of impacted communities.

Phase 3 of the study is anticipated to be a 12-month effort. Upon the completion of the study, Metro will continue to coordinate with the SGVCOG on next steps including completion of any remaining environmental clearance, design, and construction of the Jump-Start Project components and/or the Bus-Rapid Transit Projects and the Rapid Bus Priority Corridor Projects included in the Mid-Term Plan.

Pending the outcome of the Phase 3 study efforts, Metro staff will coordinate with the SGVCOG staff to report back on the next steps in Summer/Fall 2025. Metro will provide technical assistance to

SGVCOG during the Phase 3 study to ensure Metro's EFC data are considered in the new analysis and assist the COG to develop an outreach approach to EFCs.

DETERMINATION OF SAFETY IMPACT

Authorization of Amendment No. 2 to the MOU will not impact the safety of Metro's customers or employees, as the study is in the planning process phase and no capital or operational impacts result from this Board action.

FINANCIAL IMPACT

The proposed action allocates up to \$800,000 in FY25. If Board authorization is given to amend the MOU, the SGVCOG would continue to request a disbursement of up to \$800,000 in FY25. The Metro Project Manager, Cost Center Manager, and Chief Planning Officer will be responsible for budgeting the cost in future fiscal years if needed.

Impact to Budget

The proposed action will not have an impact to the FY25 Annual Budget. The FY25 Annual Budget includes \$800,000 in Cost Center 4310 for Project #460233 "San Gabriel Valley Transit." The source of funds is Measure R 35%, which is not eligible for Metro Bus and Rail Operations.

EQUITY PLATFORM

The Feasibility Study (Phase 2) identified transit enhancements aimed at improving mobility and providing reliable transit options for a subregion with a high percentage of transit-dependent populations and Equity Focus Communities (EFCs). The study's objectives included:

- Reducing travel times and making transit more appealing than driving
- Connecting key origins and destinations in the San Gabriel Valley (SGV)
- Offering diverse transit options, especially for EFCs
- Increasing service frequency to underserved areas
- Promoting transit-oriented communities to address growth and housing needs

As part of the Feasibility Study, a study area definition report was created to outline the boundaries of the study area and contextualize land use patterns, demographics, transportation network, and existing transportation services. The focus of the study was on EFCs, communities with historically limited economic access, specifically those where over 40 percent of households are low-income (earning less than \$35,000 annually), where 80% of households are non-white, or where 10 percent of households lack access to a vehicle. The demographics analysis identified priority areas that require improved transit services, which comprise 27 percent of the census tracts within the study area. EFCs were primarily located in Pasadena and Azusa (both along I-210), as well as in the cities of Alhambra, San Gabriel, Rosemead, El Monte, South El Monte, Baldwin Park, Covina, Pomona (along I-10), Monterey Park, Montebello, and Industry (along SR-60). Attachment E includes a map showing the location of EFCs throughout the San Gabriel Valley.

The Board's action to amend the MOU for the proposed Phase 3 Study is not anticipated to have

equity impacts. The SGVCOG and its consultant followed the four pillars model included in Metro's Equity Platform Framework to identify and prioritize the needs of people living in EFCs in the Feasibility Study. Metro and the SGVCOG will continue to work together on delivering the needed transit enhancements for the San Gabriel Valley with a continued focus on serving EFCs throughout the Phase 3 study.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports the Metro Vision 2028 Strategic Plan. Specifically, the project supports Goals #1 and #3 of the Strategic Plan: Goal #1. Provide high-quality mobility options that enable people to spend less time traveling and Goal #3. Enhance communities and lives through mobility and access to opportunity. By continuing efforts that provide high-quality mobility options in partnership with the SGVCOG, enhance communities and lives through mobility and access to transit, and addressing mobility challenges in San Gabriel Valley, Metro is continuing to work towards equitable and accessible transit services, reduce travel times and roadway congestion, and enhance connections to the regional transit network.

ALTERNATIVES CONSIDERED

The Board could decide to not approve this action. This is not recommended as it would impact the environmental clearance and design development for this Measure R project. Conducting this study is necessary to determine a feasible path forward to address the mobility needs within this transportation corridor.

NEXT STEPS

If approved, the Metro CEO will execute Amendment No. 2 to the Memorandum of Understanding with the SGVCOG to further refine project definition with any appropriate environmental analysis and add funding to the existing agreement.

ATTACHMENTS

Attachment A - Feasibility Study (February 2024)

Attachment B - Motion 8.1

Attachment C - Motion 5.1

Attachment D - Letter of Intent from San Gabriel Valley Council of Governments (November 7, 2024)

Attachment E - Project Maps

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Stephanie N. Wiggins
Chief Executive Officer

Transit Feasibility Study



San Gabriel Valley
Council of Governments

February 2024



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OVERVIEW

In 2020, the Metro Board of Directors (Metro Board) approved an independent feasibility study specifically for the San Gabriel Valley (SGV) communities along the State Route 60 (SR-60) corridor. The importance of the SR-60 corridor and the surrounding communities emphasizes a need for high-quality transit service in the SGV. Through a partnership with the San Gabriel Valley Council of Governments (SGVCOG) and the Los Angeles Metropolitan Transportation Authority (Metro), this Transit Feasibility Study (the Study) identifies short-term project opportunities and a long-term Vision Plan to create an integrated transit network for the entire SGV.

“

*“Honor the commitment of **\$635.5 million** made to the San Gabriel Valley subregion as part of Measure R”*

– Metro Board of Directors

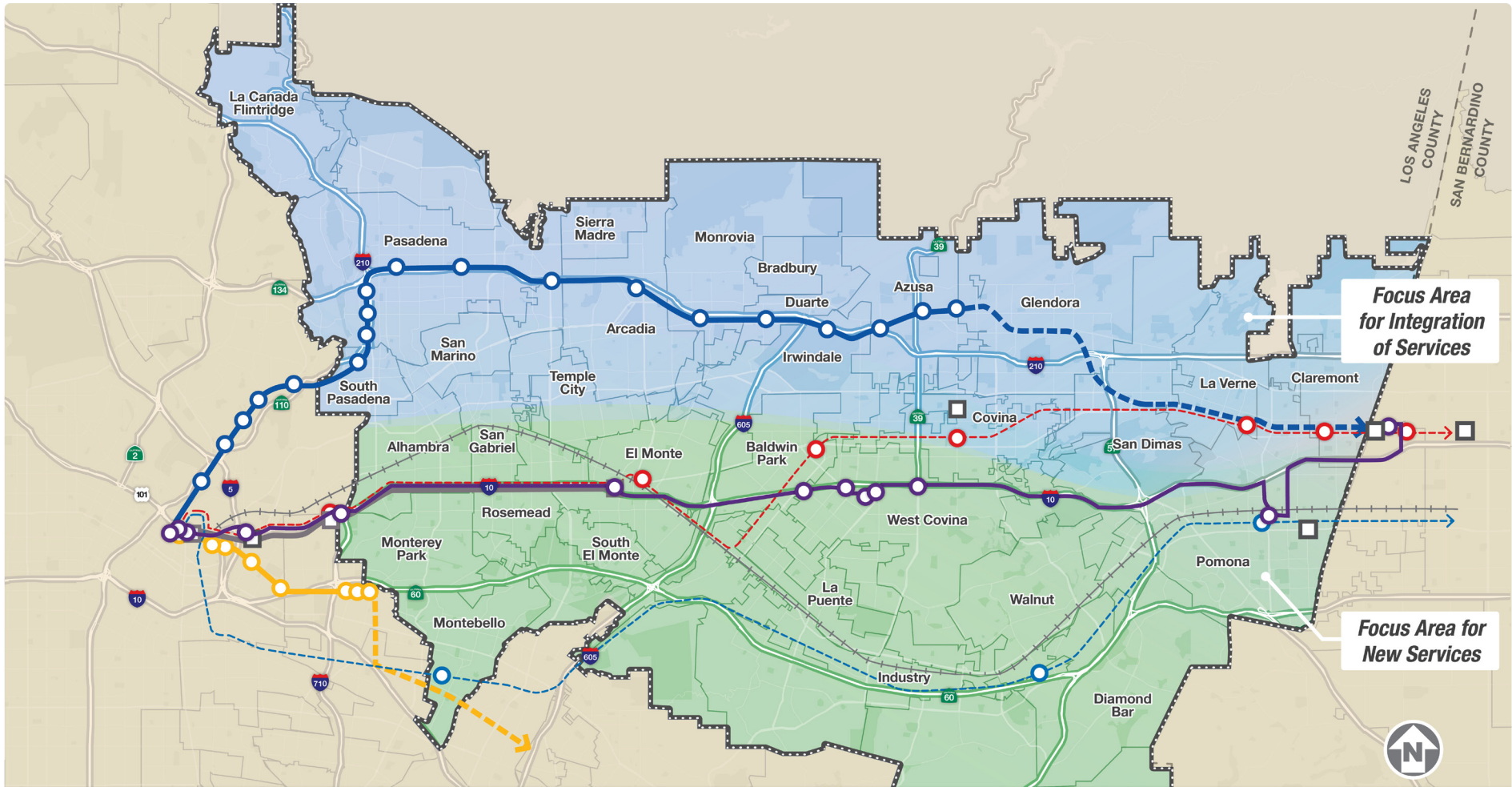
The Metro Board identified \$635.5 million Measure R/Measure M funding in years FY22-35 for potential projects. This Study provides SGV jurisdictions with opportunities to provide enhanced transit services with higher frequencies, faster service, and greater connectivity throughout the Valley.

The following goals were developed as high-level, visionary guidelines:

- **Develop near-term and long-term mobility options for SGV**
- **Provide all-day transit service for peak and off-peak trips**
- **Address unmet mobility needs for trips within SGV**
- **Create accessible transit service for SGV communities**
- **Balance the needs of goods movement and transit**
- **Develop transit service that is compatible with surrounding land uses**

STUDY AREA DEFINITION

This Study's primary objective was to identify suitable replacement(s) for the SR-60 Light Rail Transit (LRT) extension from the Atlantic Station terminus of the Metro E Line. The first task focused on identification of options for improved transit service along the SR-60 corridor. The SGV study area was segmented into two portions: the southern portion (generally from I-10 south) would be the focus for east-west new services, whereas the northern portion would be evaluated for north-south services and connectivity enhancements to leverage existing and future transit assets within the SGV.



LEGEND	<ul style="list-style-type: none"> -○- San Gabriel Subdivision / Metrolink San Bernardino Line -○- Los Angeles Subdivision / Metrolink Riverside Line 	<ul style="list-style-type: none"> ○ Metro A Line (Existing and Extension) ○ Metro E Line (Existing and Extension) — J (Silver) Line 	<ul style="list-style-type: none"> Transit Center ++++ UPRR Alhambra Sub (Freight + Amtrak) ○ Foothill Transit Silver Streak 	<ul style="list-style-type: none"> San Gabriel Valley Council of Governments Focus Area for Integration of Services Focus Area for New Services
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Study Area Definition Map



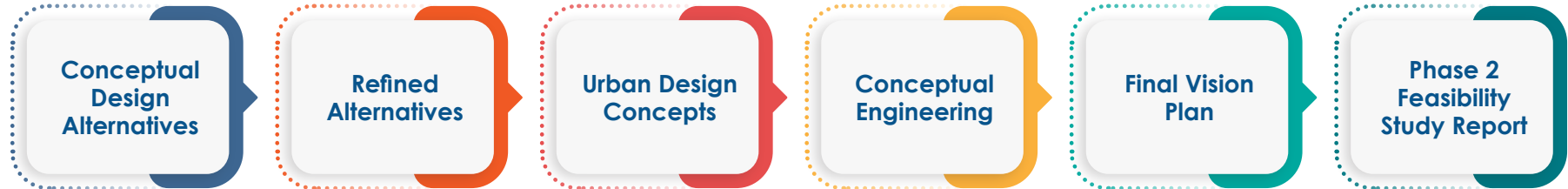
STUDY TIMELINE

The Study was initiated in July 2021 by SGVCOG. Phase 1 of the Study created an initial feasibility analysis and draft Vision Plan indicating the most promising corridors for improved transit services. Phase 2 was initiated in October 2022 and concluded in December 2023. Phase 2 focused on refinement and design of the most promising concepts and an updated Vision Plan with a phased implementation strategy.

Phase 1



Phase 2



Study Timeline



PUBLIC OPINION SURVEY

A public opinion poll was conducted at the start of the Study. The poll was widely distributed through the web and social media and more than 400 responses were received. The results indicate that there is a substantial market potential for transit in the SGV. Key traveler characteristics include:

- **30%** of residents surveyed *Ride Transit Daily or Weekly*
- **20%** of respondents *Typically Utilize Transit for Travel*
- **15%** of those surveyed *Don't Have Access to a Car*
- **70%** of those surveyed *Travel More than 5 Miles for Work*
- **46%** of respondents *Travel More than 5 Miles for Shopping and Recreation*

The survey also asked respondents to identify factors which would result in higher utilization of transit. The most frequently stated reasons are shown to the right.



Transit Riders Wish...



There was less congestion along bus routes



More frequent service was provided



Buses were cleaner and safer



Bus stops were improved through lighting and landscaping



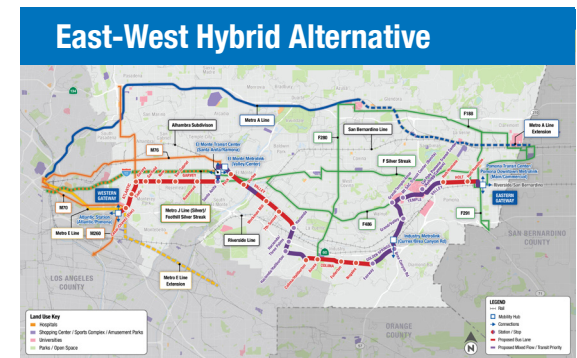
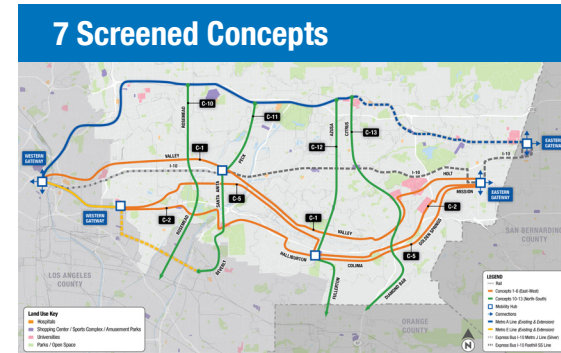
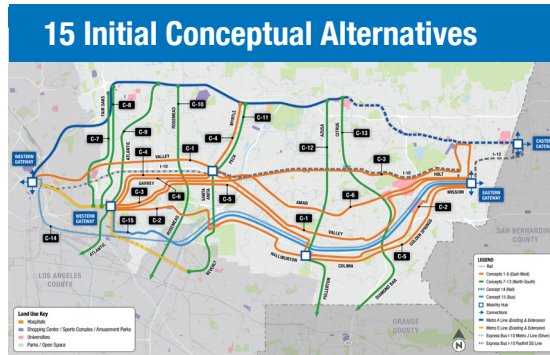
They had better access or stations closer to home



IDENTIFICATION AND SCREENING OF ALTERNATIVES

In Phase 1, 15 initial concepts were identified. These were subsequently screened utilizing metrics developed from the Study Goals and Objectives as well as input from stakeholders in the SGV communities. This input was acquired through a robust outreach effort results in 7 final alternatives (3 east-west and 4 north-south). Ridership forecasts and preliminary cost estimates were prepared to identify final alternatives which were included in a comprehensive plan.

Throughout the process, an online, interactive map posted on the SGVCOG website allowed the public to comment on the evolving alternatives.



	Valley Boulevard		Valley-Colima-Golden Springs		Commuter Rail/ Bus*		
East-West Concepts	C1	C2	C3	C4	C5	C6	C 14/15
Fulfills near-term needs	●	●	●	●	●	●	●
Improves transit service	●	●	●	●	●	●	●
Addresses existing travel trends within SGV	●	●	●	●	●	●	●
Provides mobility to EFCs and other local communities	●	●	●	●	●	●	●
Increases access to major SGV transit hubs	●	●	●	●	●	●	●
Increases access to major SGV activity centers	●	●	●	●	●	●	●
Facilitates access to bike/ped facilities	●	●	●	●	●	●	●
Minimizes conflicts with goods movement	●	●	●	●	●	●	●
Supports land use and development	●	●	●	●	●	●	●
OVERALL SCORING	Moderate	Moderate	Low	Low	High	Low	Low

Notes: ● = positive score ● = neutral score ● = negative score * - Scoring weighted towards rail score



OUTREACH PROGRAM

During Phase 1, a Technical Advisory Committee (TAC) was formed that included 24 cities, unincorporated LA County, and other public agencies. The TAC served as an opportunity for agencies to provide input and collaborate on solutions. Additional outreach activities that occurred during Phase 1 included:

- Public agency/elected official briefings with over 30 participants
- 10 key stakeholder/one-on-one briefings
- Two community workshops that engaged 144 attendees
- Travel survey that garnered responses from over 400 SGV residents
- A social media ad campaign that reached 3,800 to 10,900 people per day and garnered 250 to 700 clicks per day
- A project website that hosted information and interactive concept maps, which received community feedback
- A dedicated email and phone number with a voicemail in English, Spanish, and Chinese for the community to provide feedback

During Phase 2, the TAC was expanded to include 27 cities, agencies, and elected official districts. The outreach activities that occurred during Phase 2 included:

- 19 one-on-one briefings with municipal agencies, LA County Departments, elected officials and other stakeholders
- A project website that hosted an informational campaign and Interactive Map on the Initial Concepts, which received 49 feedback comments that engaged over 300 participants
- 11 community pop-up events in the cities and communities located closest to the concepts

In subsequent planning phases, SGVCOG will continue collaboration with cities and transit agencies.

Input from Pop-Up Events



Direct connections to Cal State LA, East LA College, Mt. San Antonio College, and Cal Poly Pomona



Service improvements centered in low-income communities and areas with low car availability



More transit service in Monterey Park and additional transit hubs west of El Monte



Faster bus operations, more frequent service, and bus lanes on Rosemead Blvd





Jump Start Projects (2028)

Jump Start Projects could potentially be implemented in the near term by 2028. These jump start projects are contingent upon securing earlier funding sources. These projects need local support to be realized.

Jump Start Projects include:

- Transit Signal Priority along:
 - » Valley Blvd
 - » Fair Oaks Ave - Atlantic Blvd
 - » Rosemead Blvd
 - » Azusa Ave
 - » White Ave - Arrow Hwy
- Dedicated Bus Lanes along six smaller segments of the east-west hybrid concept (as shown on the Jump Start Projects Map)

Mid Term Plan (2035)

The Mid Term Plan features all projects planned to be implemented and funded as part of the \$635.5 million programmed by Metro by 2035, in addition to the improvements listed in the Jump Start Projects.

The Mid Term Plan includes:

- New East-West BRT Service from Atlantic station in East LA to Pomona Transit Center in Pomona
- Transit Hub Improvements at Atlantic Station, El Monte Transit Center, Puente Hills Mall, Pomona Transit Center, and Pomona (North) Metrolink Station
- North-South Bus Lanes along portions of Rosemead Blvd
- Additional transit signal priority treatments on select major arterials in the SGV

Long Term Vision Plan

The Long Term Vision Plan features projects that are not funded as part of the \$635.5 million in funding programmed for Metro but can leverage the improvements outlined in the Mid Term Plan 2035. It is important to note that these improvements are visionary and are not financially constrained. They would require additional funds to be secured.

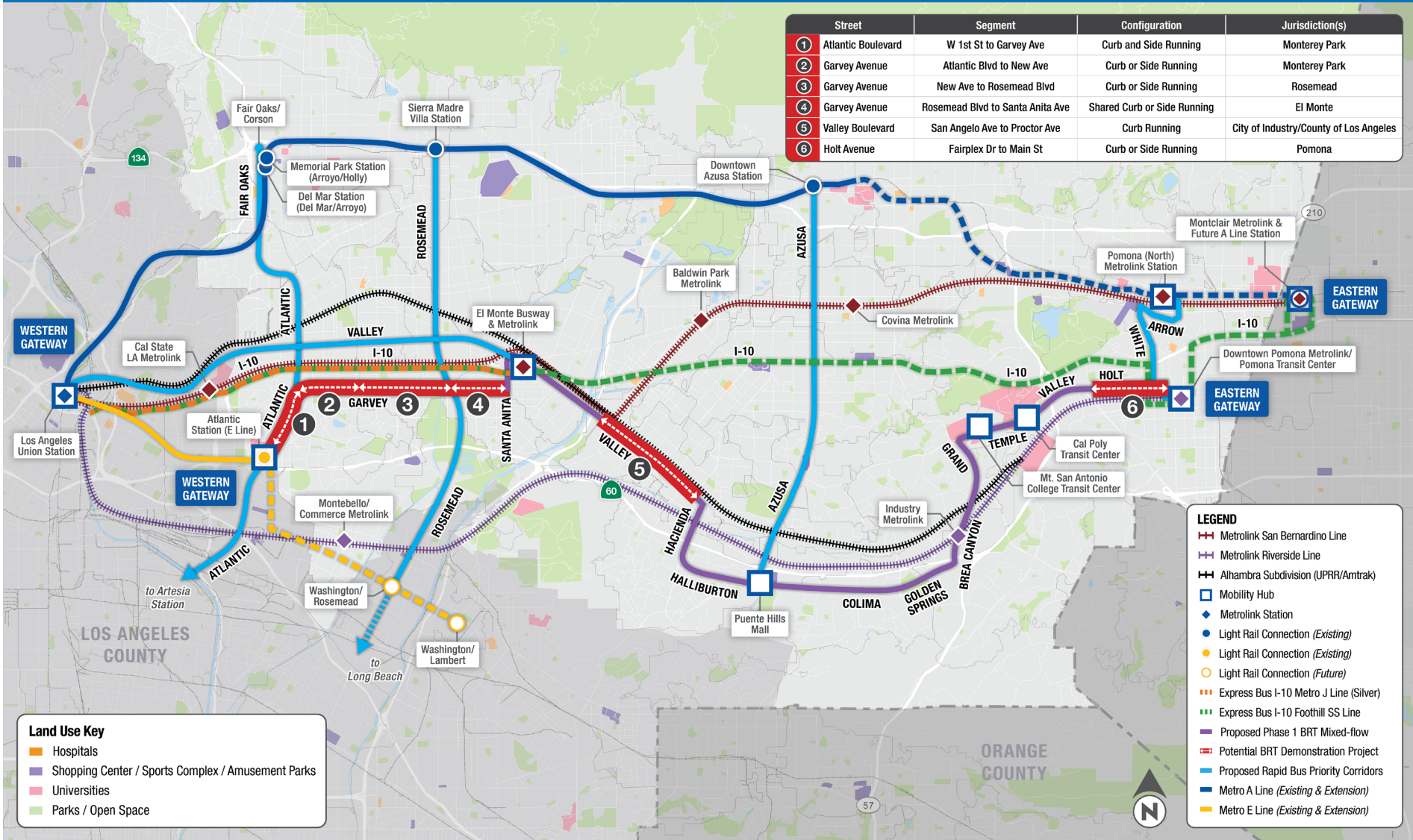
The Long Term Vision Plan includes:

- Additional "Phase 2" BRT lanes on Valley Blvd from Union Station to El Monte Transit Center, along Azusa Ave from Azusa Downtown Station to Puente Hills Mall, and along White Ave and Arrow Hwy in Pomona.
- Potential rail service with infill stations along the Alhambra subdivision
- Additional segments of dedicated bus lanes along the Phase I BRT alignment on Valley Blvd



Jump Start Projects (2028)

Street	Segment	Configuration	Jurisdiction(s)
1 Atlantic Boulevard	W 1st St to Garvey Ave	Curb and Side Running	Monterey Park
2 Garvey Avenue	Atlantic Blvd to New Ave	Curb or Side Running	Monterey Park
3 Garvey Avenue	New Ave to Rosemead Blvd	Curb or Side Running	Rosemead
4 Garvey Avenue	Rosemead Blvd to Santa Anita Ave	Shared Curb or Side Running	El Monte
5 Valley Boulevard	San Angelo Ave to Proctor Ave	Curb Running	City of Industry/County of Los Angeles
6 Holt Avenue	Fairplex Dr to Main St	Curb or Side Running	Pomona



Land Use Key

- Hospitals
- Shopping Center / Sports Complex / Amusement Parks
- Universities
- Parks / Open Space

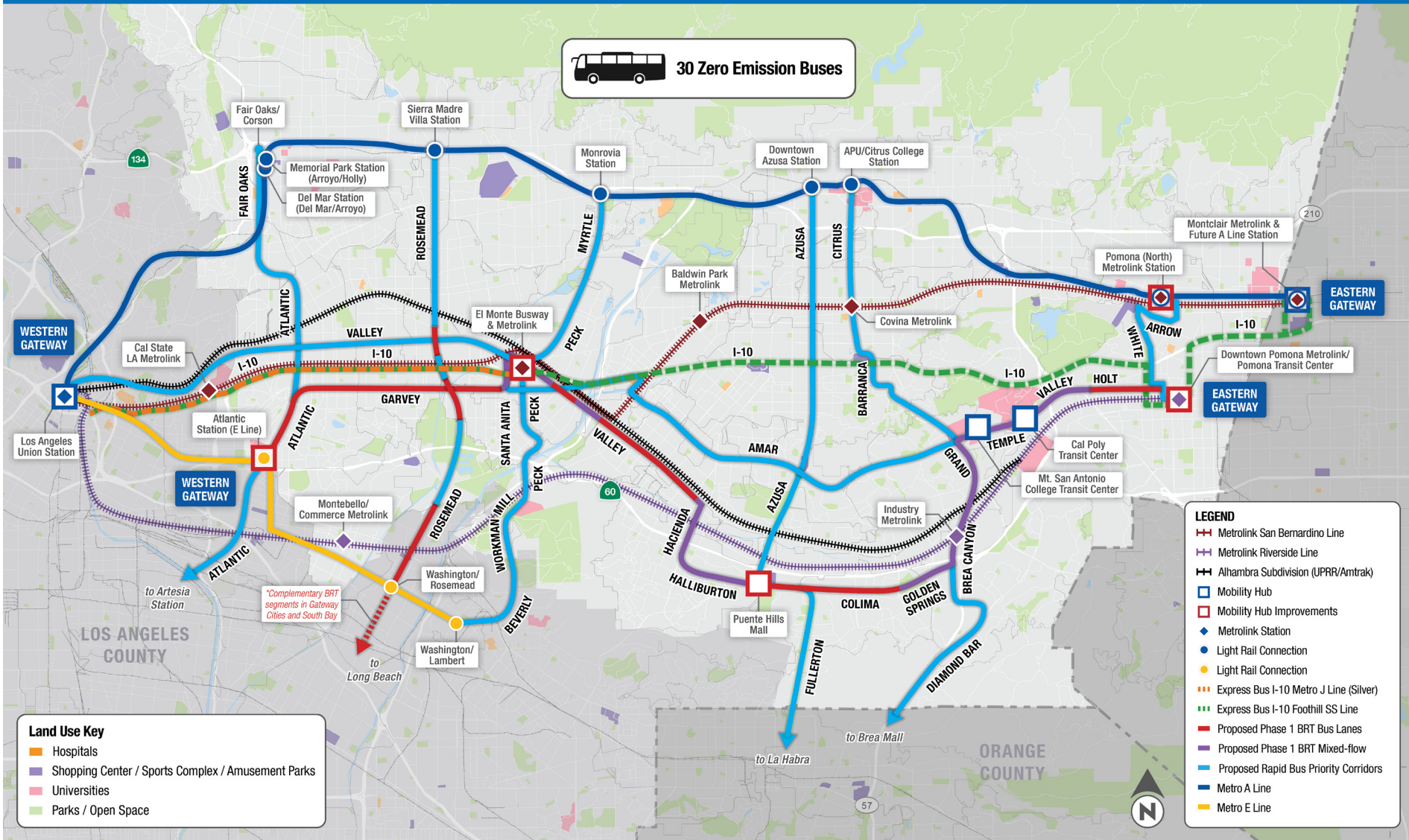
LEGEND

- Metrolink San Bernardino Line
- Metrolink Riverside Line
- Alhambra Subdivision (UPRR/Amtrak)
- Mobility Hub
- Metrolink Station
- Light Rail Connection (Existing)
- Light Rail Connection (Future)
- Express Bus I-10 Metro J Line (Silver)
- Express Bus I-10 Foothill SS Line
- Proposed Phase 1 BRT Mixed-flow
- Potential BRT Demonstration Project
- Proposed Rapid Bus Priority Corridors
- Metro A Line (Existing & Extension)
- Metro E Line (Existing & Extension)



Mid Term Plan (2035)

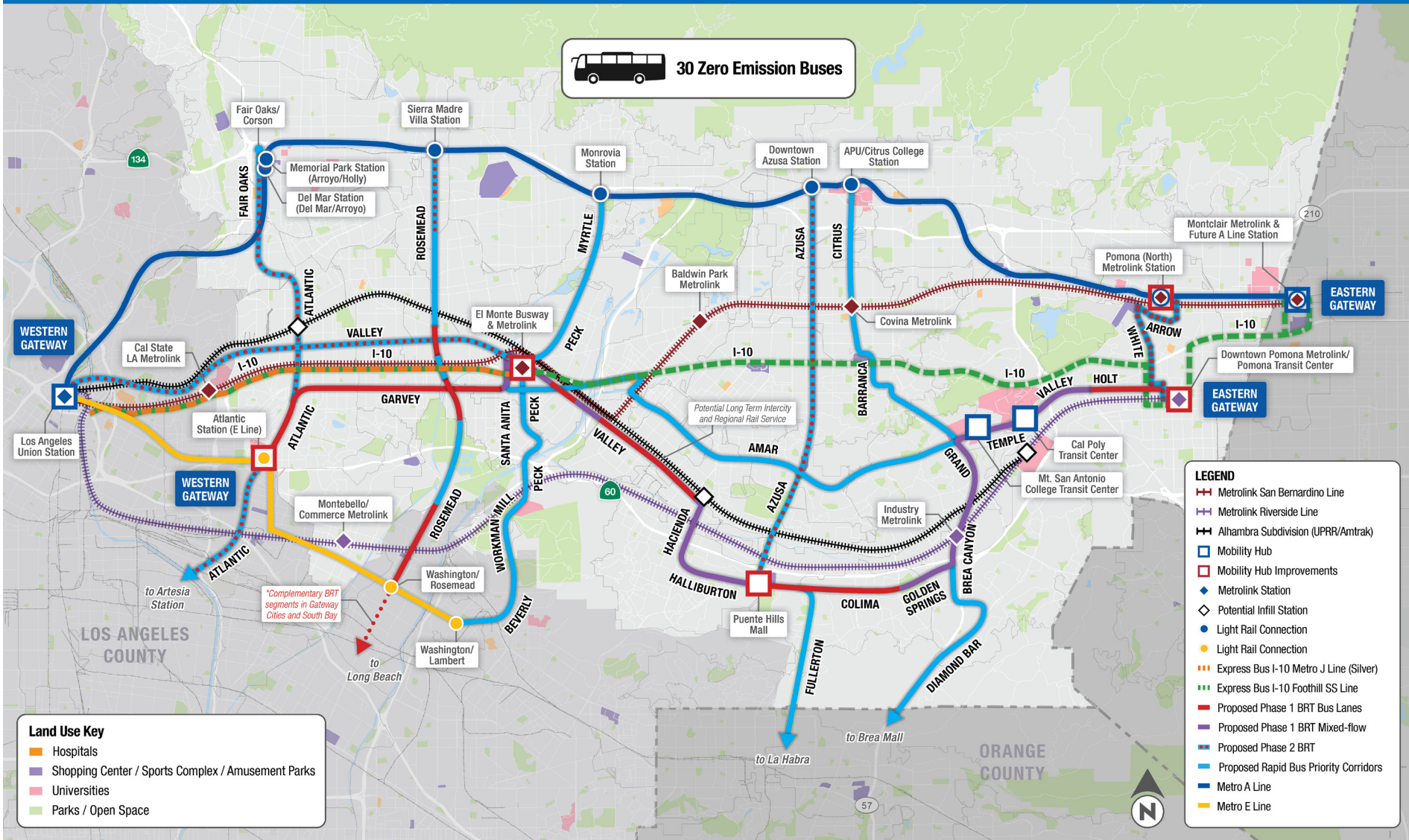
30 Zero Emission Buses





Long Range Vision Plan

30 Zero Emission Buses





NEXT STEPS

Delivery of the proposed transit service improvements will require a number of steps which include:



1. Assembly of Funding



2. Prepare Preliminary Engineering (PE) and Final Design Plans



3. Obtain Environmental Clearance



4. Develop Operating Agreements



5. Identify Funding for Operations



6. Identify Maintenance Responsibilities / Develop Agreements



7. Caltrans Agreements



8. Railroad Negotiations



9. Obtain Construction Permits



10. Manage Design and Construction



11. Commission New Services

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OVERVIEW

In 2020, the Metro Board of Directors (Metro Board) approved an independent feasibility study specifically for the San Gabriel Valley (SGV) communities along the State Route 60 (SR-60) corridor. The importance of the SR-60 corridor and the surrounding communities emphasizes a need for high-quality transit service in the SGV. Through a partnership with the San Gabriel Valley Council of Governments (SGVCOG) and the Los Angeles Metropolitan Transportation Authority (Metro), this Transit Feasibility Study (the Study) identifies short-term project opportunities and a long-term Vision Plan to create an integrated transit network for the entire SGV.

“

“Honor the commitment of \$635.5 million made to the San Gabriel Valley subregion as part of Measure R”

– Metro Board of Directors

The Metro Board identified \$635.5 million Measure R/Measure M funding in years FY22-35 for potential projects. This Study provides SGV jurisdictions with opportunities to provide enhanced transit services with higher frequencies, faster service, and enhanced connectivity throughout the Valley.

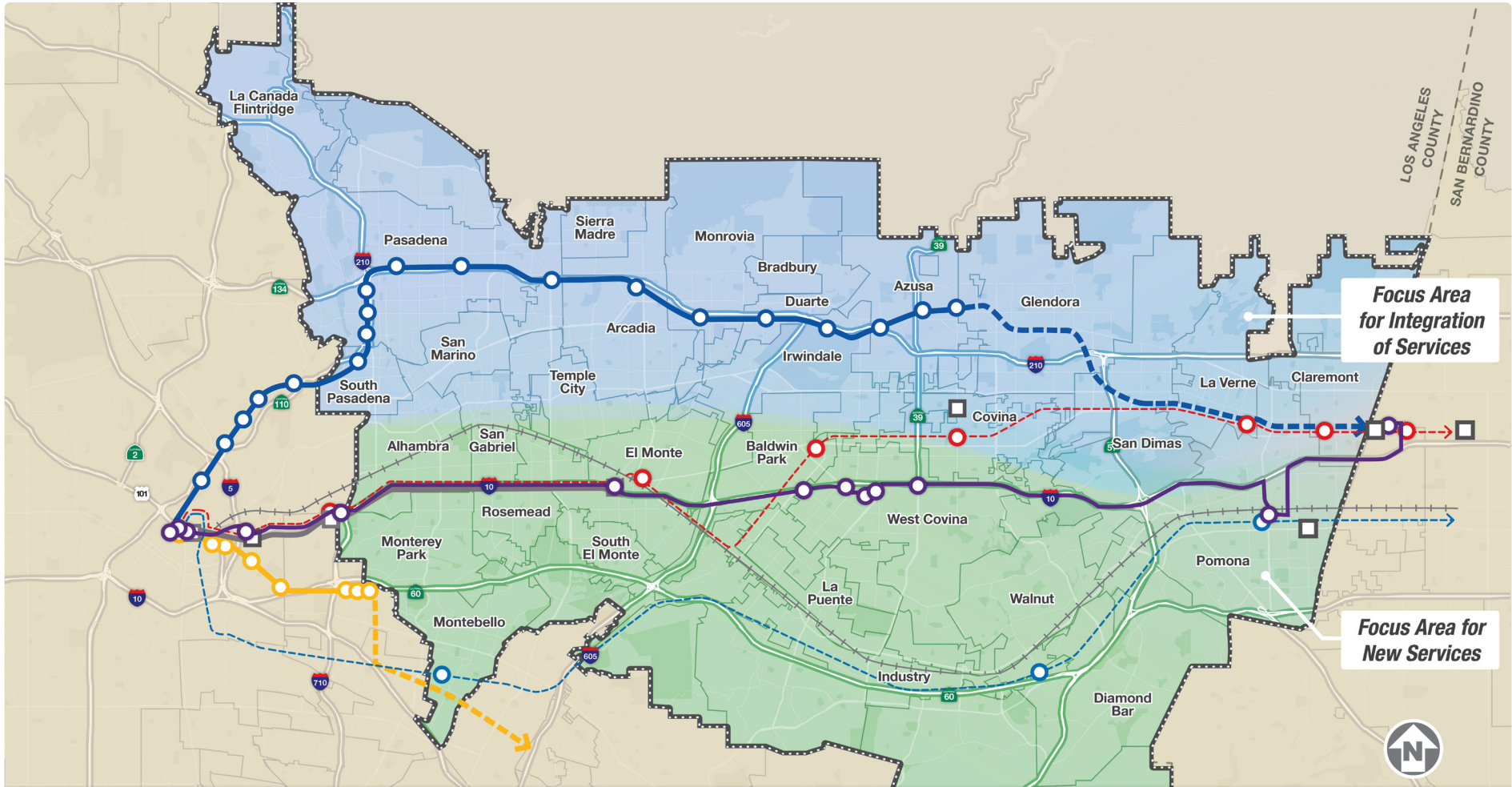
The following goals were developed as high-level, visionary guidelines:

- **Develop near-term and long-term mobility options for SGV**
- **Provide all-day transit service for peak and off-peak trips**
- **Address unmet mobility needs for trips within SGV**
- **Create accessible transit service for SGV communities**
- **Balance the needs of goods movement and transit**
- **Develop transit service that is compatible with surrounding land uses**

STUDY AREA DEFINITION

Since a primary objective of this Study was to identify suitable replacement(s) for the SR-60 Light Rail Transit (LRT) extension from the Atlantic Station terminus of the Metro E Line, the first task was to focus identification of options for improved transit service along the SR-60 corridor. The SGV study area was segmented into two portions: the southern portion (generally from I-10 south) would be the focus for east-west new services, whereas the northern portion would be evaluated for north-south services and connectivity enhancements to leverage existing and future transit assets within the SGV.

Transit Feasibility Study



LEGEND	<ul style="list-style-type: none"> -○- San Gabriel Subdivision / Metrolink San Bernardino Line -○- Los Angeles Subdivision / Metrolink Riverside Line 	<ul style="list-style-type: none"> ○ Metro A Line (Existing and Extension) ○ Metro E Line (Existing and Extension) — J (Silver) Line 	<ul style="list-style-type: none"> Transit Center ++++ UPRR Alhambra Sub (Freight + Amtrak) ○ Foothill Transit Silver Streak 	<ul style="list-style-type: none"> San Gabriel Vallley Council of Governments Focus Area for Integration of Services Focus Area for New Services
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Study Area Definition Map





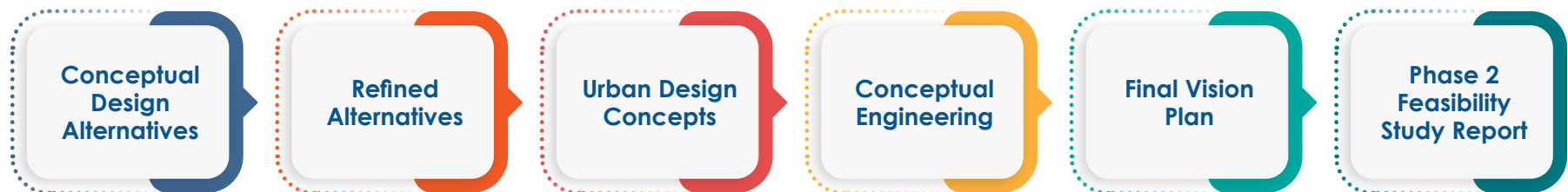
STUDY TIMELINE

The Study was initiated in July 2021 by the SGVCOG. Phase 1 of the Study created an initial feasibility analysis and draft Vision Plan indicating the most promising corridors for improved transit services. Phase 2 was initiated in October 2022 and concluded in December 2023. Phase 2 focused on refinement and design of the most promising concepts and an updated Vision Plan with a phased implementation strategy.

Phase 1



Phase 2



Study Timeline



PUBLIC OPINION SURVEY

A public opinion poll was conducted at the start of the Study. The poll was widely distributed through the web and social media and more than 400 responses were received.

Key traveler characteristics include:

- **30%** of residents surveyed *Ride Transit Daily or Weekly*
- **20%** of respondents *Typically Utilize Transit for Travel*
- **15%** of those surveyed *Don't Have Access to a Car*
- **70%** of those surveyed *Travel More than 5 Miles for Work*
- **46%** of respondents *Travel More than 5 Miles for Shopping and Recreation*

The results indicate that there is a substantial market potential for transit in the SGV.

The survey also asked respondents to identify factors which would result in higher utilization of transit. The most frequently stated reasons are shown to the right.



Transit Riders Wish...



There was less congestion along bus routes



More frequent service was provided



Buses were cleaner and safer



Bus stops were improved through lighting and landscaping



They had better access or stations closer to home



PURPOSE & NEED

Given the mobility problems defined in the SGV, the project's purpose is to:

- Reduce travel times for transit to establish transit as an attractive alternative to the automobile; Establish connectivity with key origins and destinations throughout SGV;
- Provide a wider array of good transit options for residents of SGV, particularly for transit dependent populations and EFCs within the SGV;
- Expand service and increase frequency to underserved markets
- Create opportunities for transit-oriented communities to accommodate anticipated growth and housing allocation needs.

MOBILITY PROBLEM

New transit investment in the SGV will enhance mobility and provide more dependable, convenient, and accessible transit options for a subregion that has a large share of transit dependent populations, a vast housing and economic base, and historically disadvantaged Equity Focus Communities (EFCs) that are constrained by existing transportation systems.

Planning analysis of SGV characteristics and mobility factors identified key mobility issues and needs. These features were quantified and were subsequently used to screen and refine transit alternatives which were identified during the Study.

Key Mobility Problem Themes	
Topic	Mobility Problem
Land Use Densities	Zoning in the SGV is low-density residential (40%). Density needs to be encouraged in areas where transit is accessible and mobility options are available.
Housing Allocations	Cities provide zoning to accommodate their share of statewide housing needs. Each jurisdiction must ensure there are sufficient areas to accommodate their housing unit requirements.
High Population and Employment Densities	The SGV accounts for a significant share of the county's housing and economic base (almost 1/5 of LA County's residents and jobs). SGV densities are an average of two to four times higher when compared to LA County as a whole.
Transit Dependent Populations	There are a significant number of transit dependent communities in the SGV with 44% of residents being either minors or seniors, 23% of households are low-income, and 15.7% are zero-car households. Minorities comprise of 80% of the population in the SGV, with some census tracts exceeding 93%.





Key Mobility Problem Themes (continued)	
Topic	Mobility Problem
Equity Focus Communities	EFC areas, which historically have less access to economic and investment opportunities, are located throughout the SGV. EFCs are concentrated along I-210, I-10, and SR-60.
Freeway and Arterial Congestion	Substantial congestion exists with high westbound travel in the morning and high eastbound travel in the evenings on the I-10 and SR-60. Arterials that run parallel to these freeways also experience heavy congestion.
Goods Movement Conflicts	Goods movement is a significant use of the transportation network within the SGV. It is difficult to develop or add new transportation without affecting existing rail and truck operations.
Transit	The only express east/west transit services are via Metrolink and Metro L Line. There is also need for transit services in the north/south corridors, particularly to serve transit-dependent and EFC communities.
Travel Markets	Given the size of the SGV and the large number of activity centers, travel patterns are decentralized and irregular in length. Many trips pass through the SGV traveling to external destinations.

OUTREACH PROGRAM

The Study was informed by continuous input and numerous comments from the general public, various involved jurisdictions, and key stakeholders including transit operators such as Metro and Foothill Transit. Various outreach activities were initiated during Phase 1 and continued throughout Phase 2.

An extensive outreach effort was conducted through multiple community events, one-on-one briefings, and consistent public engagement. This created a greater understanding of the project and helped establish consensus on the Study's outcomes.

During Phase 1, a Technical Advisory Committee (TAC) was formed that included 24 cities, unincorporated LA County, and other public agencies. The TAC gathered technical input agency coordination, and collaboration on solutions.



Transit Feasibility Study



Additional outreach activities that occurred during **Phase 1** included:

- Public agency/elected official briefings with over 30 participants
- 10 key stakeholder/ one-on-one briefings
- Two community workshops that engaged 144 attendees
- A public opinion travel survey that garnered responses from over 400 SGV residents
- A social media ad campaign that reached 3,800 to 10,900 people per day and garnered 250 to 700 clicks per day
- A project website that hosted an informational campaign and interactive map on the concepts, which received feedback comments
- A dedicated email and phone number for the public to provide feedback on the project which had a voicemail in English, Spanish, and Chinese

In subsequent planning phases, SGVCOG will continue collaboration with cities and transit agencies.

Phase 2 continued the Study's collaborative engagement to further refine the concepts that were deemed most optimal for meeting project needs. During Phase 2, the TAC was expanded to include 27 cities, agencies, and elected official districts. The TAC, one-on-one briefings, as well as public input received at pop-up events and interactive online maps were used to gather input on more specific conceptual definitions of the project. The outreach activities that occurred during Phase 2 included:

- 19 one-on-one briefings with various city staff, municipal agencies, LA County Departments, elected officials and other stakeholders (e.g., Cal Poly Pomona)
- A project website that hosted an informational campaign and Interactive Map on the Initial Concepts, that engaged over 300 participants and recieved 49 comments
- 11 community pop-up events in the cities and communities located closest to the concepts

Input from Pop-up Events



Direct connections to Cal State LA, East LA College, Mt. San Antonio College, and Cal Poly Pomona



More transit service in Monterey Park and additional transit hubs west of El Monte



Service improvements centered in low-income communities and areas with low car availability



Faster bus operations, more frequent service, and bus lanes on Rosemead Blvd



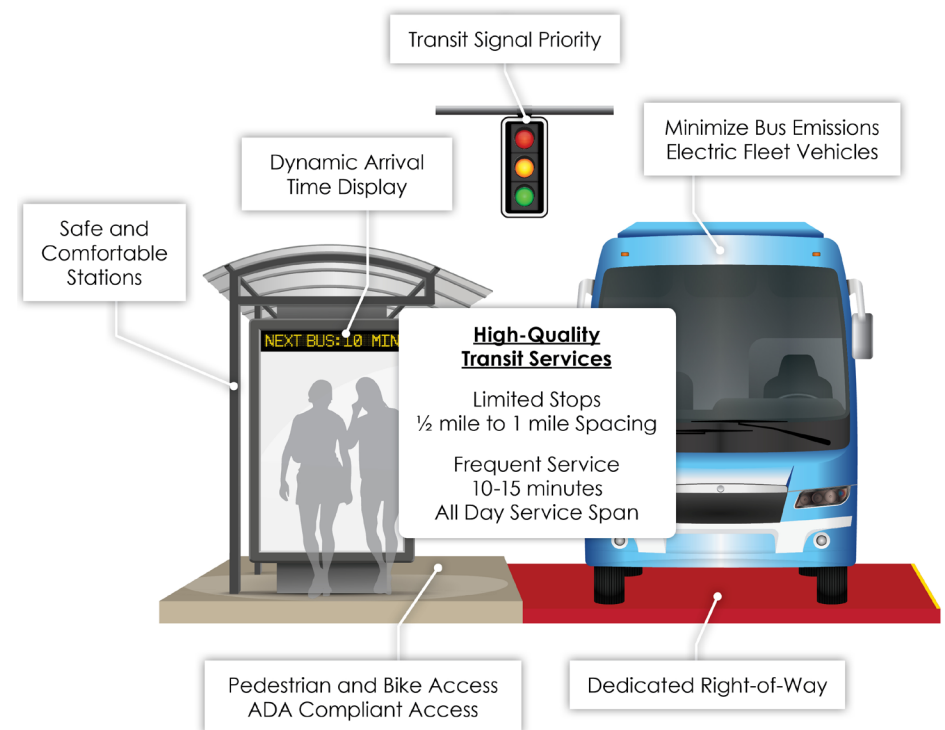


BRT ELEMENTS

Bus Rapid Transit is a high-quality rubber-tired transit mode that provides faster and more frequent service compared to typical local bus operations. Typical elements of BRT include:

- **Dedicated Right-Of-Way (ROW):** Compared to traditional bus routes which operate with other roadway traffic, BRT incorporates dedicated bus lanes, either on an existing roadway or dedicated ROW.
- **Enhanced Stops:** BRT stations typically feature enhanced amenities such as real-time bus arrival information, upgraded seating, and improved bike and pedestrian access.
- **Limited Stops:** BRT stops are typically spaced at ½ mile to 1 mile apart, which is a much greater distance compared to local services, which may make as many as 8 stops per mile. Local service is often run in conjunction with BRT service to address First/Last Mile concerns.
- **Transit Signal Priority (TSP):** TSP detects buses approaching a signal and either extends the cycle of an existing green phase or calls up an early green light. This reduces the amount of time that buses wait at red traffic signals, improving average travel speeds, and shortening overall trip times by as much as 10 percent.

- **More Frequent Service:** According to the Transportation Research Board Transit Capacity Manual, BRT services operate at a frequency of 10 minutes or less, or six buses per hour in each direction.
- **Longer Service Span:** Compared to traditional bus routes, the service span of BRT typically extends over more hours, with high frequencies throughout most of the day from early morning to late evening.



Typical BRT Features



BUS LANE CONFIGURATIONS

There are three principal types of roadway configurations to provide bus lanes:

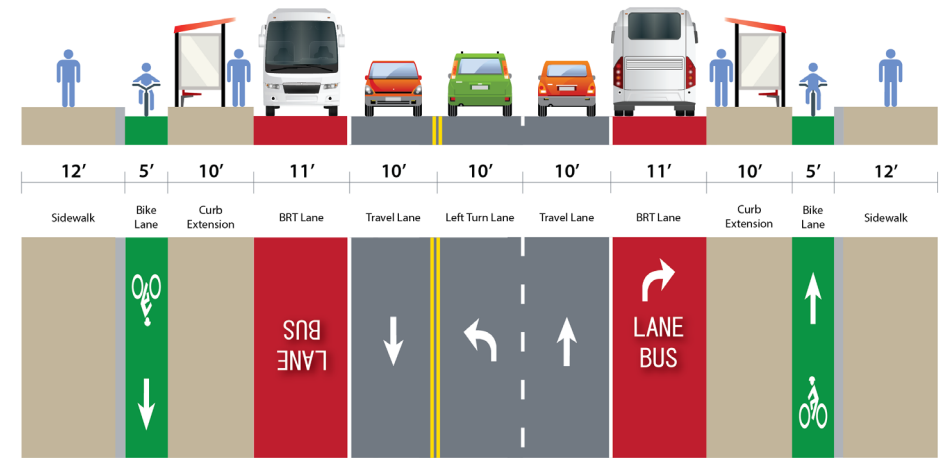
- **Side Running Lanes**
- **Center or Median Running Lanes**
- **Curb Running Lane**

Side Running Lanes: In this configuration, the outside travel lanes are restricted to buses and right-turning vehicles. On-street parking and/or bike lanes can be provided outside of the bus lanes. Side-running bus lanes may be provided by widening and/or reconfiguring the outside travel lane to bus-only operation. The minimum desirable lane width is 11 feet, preferably 12 feet or more.

With this bus lane configuration, conflicts between automobile and buses are expected, as general purpose traffic is allowed to weave across the bus lanes to access driveways, loading zones, and to make right turn maneuvers at intersections. Space permitting, right-turn bays may be provided outboard from the bus lanes at intersections to reduce operational interference from right-turning vehicles yielding to pedestrians crossing concurrently with through traffic.

Stations are typically placed along the sidewalk, which may be widened through the loading zone using “curb extensions” or “bulb-outs” enhancing walkability and the pedestrian environment.

Bike lanes, where present, may be routed between the loading-zone and sidewalk area to minimize conflicts with bus patrons.



****NOTE:** These figures represent minimum lane widths

Side Running Configuration

Key Features of Side Running Lanes:

- Typically requires 100' to 120' roadway with four lanes and bicycle lanes
- May be accommodated by converting outside lanes to bus-and-right-turn only lanes
- Stations can be placed on sidewalks or on curb extensions “bulb-outs” to widen sidewalk
- Right-turning vehicles at driveways and intersections cross bus lane

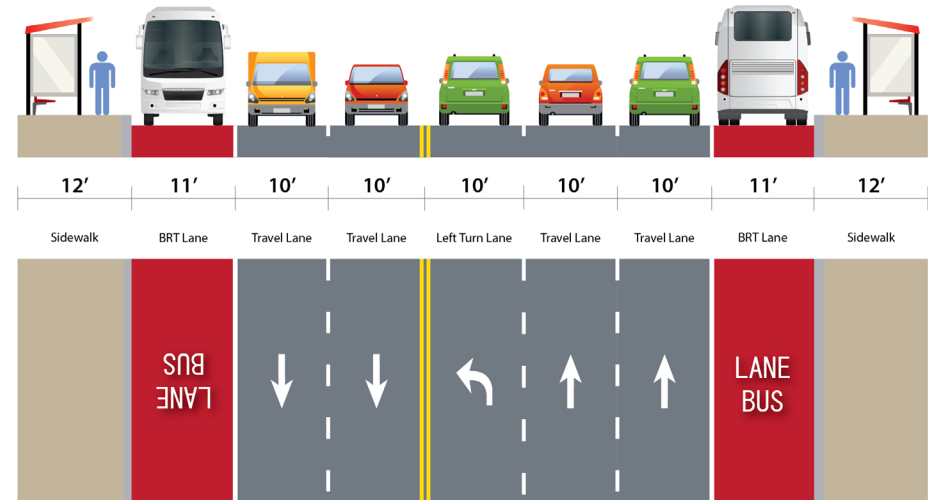
Transit Feasibility Study



Center or Median Running Lanes: In this configuration, dedicated bus lanes are provided in the center of the roadway within or alongside a raised median. Wide roadways, typically 120 feet or more, are required to accommodate center or median running bus lanes. There are few local San Gabriel Valley roadways with right-of-way wide enough and suitable for center or median running bus lanes, so this prototype is discussed for informational purposes.

Curb Running Lanes: In this configuration, bus lanes run in an outside lane along the roadway curb. Curb running bus lanes may be provided by widening, removing parking or reconfiguring the outside of the roadway travel lane to bus-only operation. Similar to side running, the minimum desirable lane width is 11 feet, with 12 to 14 feet preferred. The curb running configuration does not accommodate bicycles unless a lane width of 16 feet is provided for shared operation. Otherwise, if bicycle lanes are needed, side running bus lanes should be utilized.

Stations are usually placed along the sidewalk near signalized intersections with marked crosswalks where patrons can cross the roadway. On-street parking or loading can be accommodated in off-peak periods, in which case the bus lanes are only available during peak periods. A curb extension or “bulb-out” may be provided if there is sufficient roadway width. This type of running-way can experience conflicts or interactions with cyclists, parked vehicles, commercial loading zones/vehicles, and right-turning traffic, which typically merges into the bus lane prior to turning.



****NOTE: These figures represent minimum lane widths**

Curb Running Configuration

Key Features of Curb Running Lanes:

- Typically requires 100' to 120' roadway with four lanes
- May be accommodated by converting on-street parking or curb lane to bus-and-right-turn only lane
- Stations are placed on sidewalks
- Parking may be allowed in off-peak periods only; does not work with bike lanes





PHASE 1 – 15 INITIAL CONCEPTS

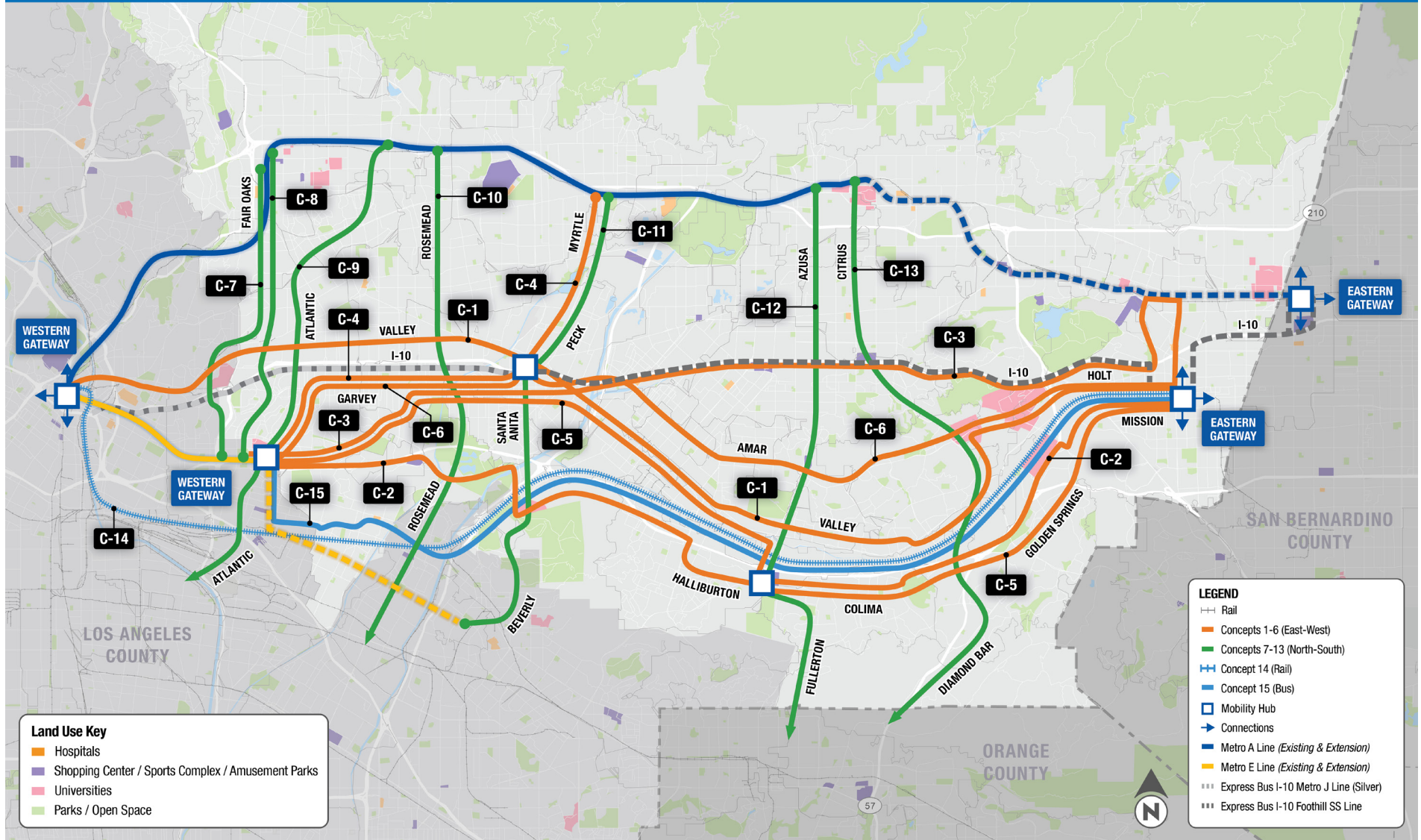
In Phase 1 of the Study, 15 initial concepts for new and enhanced transit services were developed based on the Project’s purpose and need as well as input gathered from community outreach and stakeholder input. Demographics and travel patterns of the SGV were studied and documented in a Study Area Report, and a Mobility Problem Definition was created. The initial concepts focused on both east-west and north-south services that would provide complementary services within the SGV.

The concepts were designed with terminuses at rail stations or transit centers to integrate into existing and proposed transit networks. In Phase 1, ROW, stop locations, key destinations, and estimated travel times were used to define the concepts. These key characteristics guided the development of the 15 conceptual alternatives that would improve transit service along well-travelled corridors in the SGV. The 15 concepts are presented in more detail in the Initial Conceptual Alternatives Report.

Concept	Service Description
C1 - East-West	Downtown Los Angeles to Downtown Pomona via Valley Blvd
C2 - East-West	Atlantic Station to Downtown Pomona via SR-60
C3 - East-West	Atlantic Station to Pomona North Metrolink via I-10
C4 - East-West	Atlantic Station to Monrovia Station via Garvey Ave & Peck Rd
C5 - East-West	Atlantic Station to Downtown Pomona via Valley Blvd & Colima Rd/Golden Springs Dr
C6 - East-West	Atlantic Station to Downtown Pomona via Garvey Ave & Amar Rd
C7 - North-South	Maravilla Station to Del Mar Station via CSLA
C8 - North-South	East LA Civic Center Station to Memorial Park Station via Monterey Pass
C9 - North-South	Sierra Madre Villa Station to Downtown Long Beach via Atlantic Blvd
C10 - North-South	Sierra Madre Villa Station to CSLB via Rosemead Blvd & Lakewood Blvd
C11 - North-South	Monrovia Station to Whittier via Peck Rd and Beverly Blvd
C12 - North-South	Azusa Downtown Station to Newport Beach via Azusa Ave & Harbor Blvd
C13 - North-South	APU / Citrus College Station to Anaheim via Citrus & Grand Ave
C14 - East-West	Riverside Line Local Rail Service to Downtown Pomona Metrolink
C15 - East-West	Riverside Line / SR-60 Express Bus Service



15 Initial Conceptual Alternatives





INITIAL SCREENING OF CONCEPTS

	Valley Boulevard	SR-60	I-10	Valley-Colima-Golden Springs Garvey-Peck	Golden Springs	Garvey-Amar	Commuter Rail / Bus*
East-West Concepts	C1	C2	C3	C4	C5	C6	C 14/15
Fulfills near-term needs	●	✓	✗	✗	✓	✗	✗
Improves transit service	✓	✓	✗	●	✓	✗	●
Addresses existing travel trends within SGV	●	✓	●	✗	✓	✗	✓
Provides mobility to EFCs and other local communities	●	✗	✓	●	✓	✓	✗
Increases access to major SGV transit hubs	✓	✓	●	✓	✗	✗	✗
Increases access to major SGV activity centers	●	✓	✓	✗	●	●	✓
Facilitates access to bike/ped facilities	✓	✗	●	●	●	✓	✗
Minimizes conflicts with goods movement	✓	●	●	✓	✓	✓	✗
Supports land use and development	✓	●	✗	✓	✓	✓	✗
OVERALL SCORING	Moderate	Moderate	Low	Low	High	Low	Low

Notes: ✓ = positive score ● = neutral score ✗ = negative score

* - Scoring weighted towards rail score

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The 15 Initial Concepts were screened using metrics developed from the Study Goals and Objectives. The objectives focused on improving short and long-term transit service, providing more mobility options to EFCs and other local communities, addressing travel trends in the SGV, increasing access to mobility hubs and major activity centers, facilitating access to bike/pedestrian networks, and supporting land use and development.

The initial screening used qualitative and quantitative evaluations based on a three-point scale (positive, neutral, negative).

The east-west concepts were screened using a two-step process which considered both the screening scores as well as input from SGVCOG stakeholders obtained through the Study's outreach efforts.

After the east-west concepts were screened, the north-south concepts were then screened considering the compatibility and network synergy in supporting the east-west concepts.

Based on the input received and initial screening, the highest-ranking east-west concepts were:

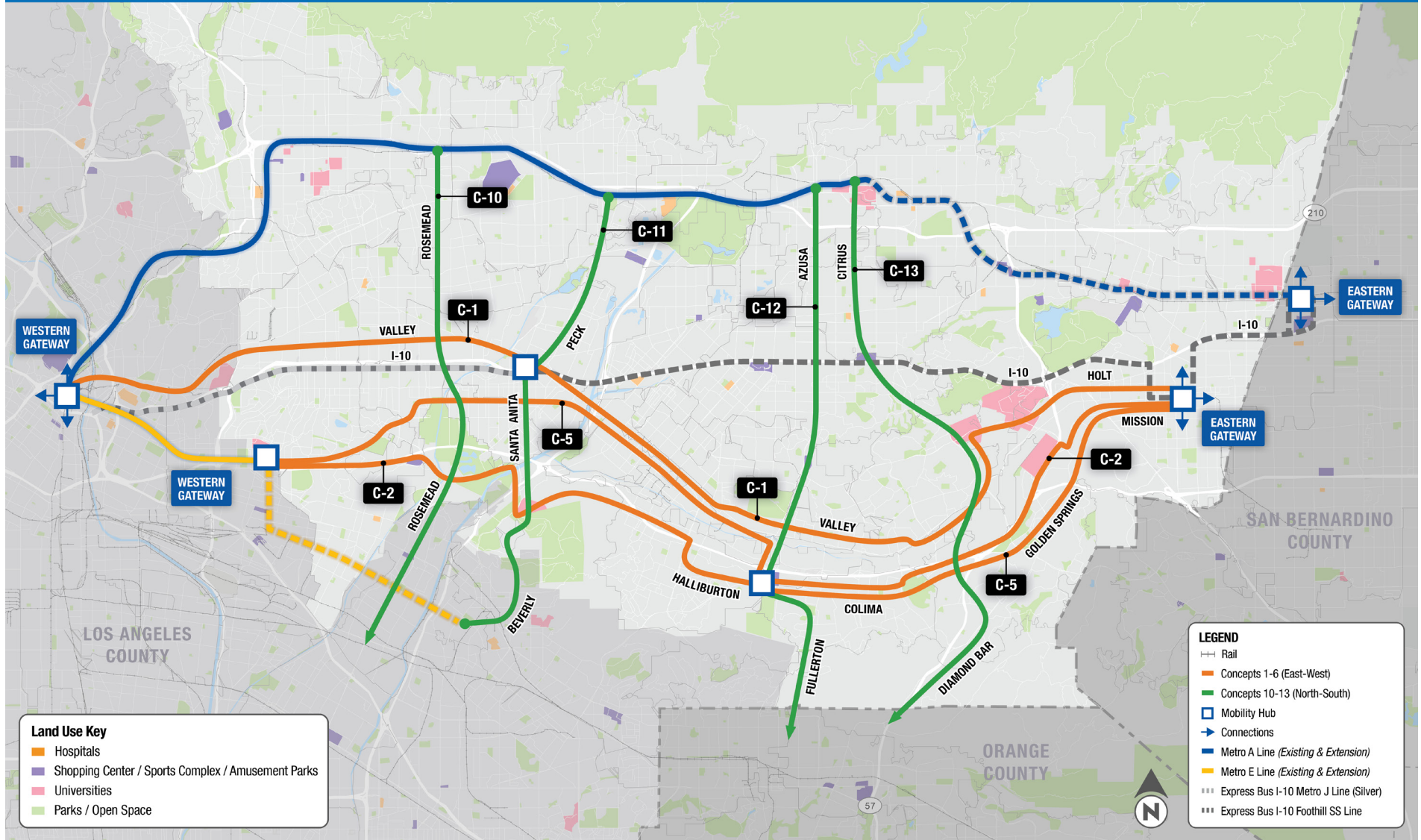
- **Concept 1 – Valley Boulevard**
- **Concept 2 – SR-60**
- **Concept 5 – Valley-Colima-Golden Springs**



Transit Feasibility Study



7 Screened Concepts





PHASE 2 CONCEPT REFINEMENT – DEVELOPMENT OF EAST-WEST BRT ROUTE

Phase 2 focused on refining the three east-west concepts through early conceptual design and engineering. Phase 2 identified potential bus lane configurations (side-running, curb-running, or center), developed urban design concepts, as well as created an implementation and Vision Plan.

All the concepts were made available to the public via an “Interactive Map” on the SGVCOG website where participants could post specific comments. The C1/C5 Hybrid Concept received the most positive comments on the website, from the TAC, as well as through other stakeholder outreach.

*“The **Hybrid Concept** really connects the southern part of SGV and its popular destinations. I also am glad bus lanes and connections to other routes are emphasized in this route plan.”*

– Community Member Posting from Online Interactive Map

*“I prefer the **Hybrid Concept** because it is a good mix of segments - it hits major transit centers without overextending to downtown.”*

– Community Member Posting from Online Interactive Map

Phase 2 also reviewed the detailed ridership demand for the three east-west Concepts 1, 2, and 5. After a further assessment of passenger boardings by station, the results showed more favorable performance for Concept 5 west of the Interstate-605 Freeway, and Concept 1 east of the I-605. To incorporate the best elements of both concepts, C1/C5 were combined into a “Hybrid” east-west option. This Hybrid Concept also had the benefit of traveling through a significant number of EFCs and SGV communities and connecting to colleges such as Cal Poly Pomona and Mt. San Antonio College in the east and to the Metro E Line’s Atlantic Station in the west. Due to low ridership and input received by stakeholders, Concept 2 was screened out from further consideration.

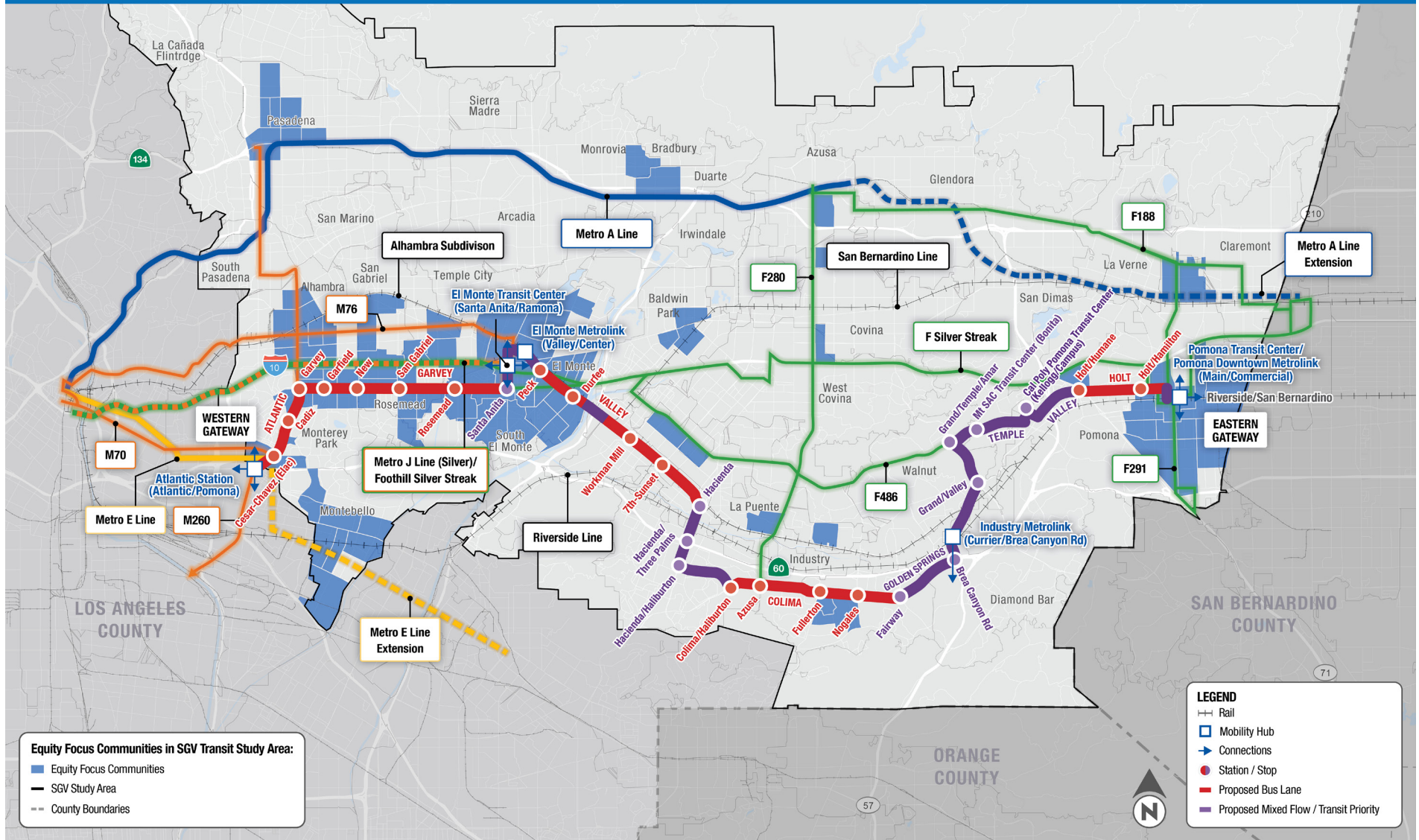


A rendering facing east, showing Side Running Bus Lanes on Holt Avenue near Hamilton Boulevard in Pomona

Transit Feasibility Study



C1/C5 East-West Hybrid Concept





PLAN IMPLEMENTATION

A principal outcome of the Study was the development of a long-range transit Vision Plan with phased implementation. The plan is presented in three planning horizons beginning with a 2035 Mid Term Plan which is financially constrained by the \$635.5 million which Metro committed to the SGV:

- **Mid Term Plan (2035):** The 2035 horizon year reflects the date at which the full \$635.5 million in funding committed by Metro will be available. The designated improvements include an east-west BRT service to replace the prior SR-60 LRT alternative along with complementary valley-wide service and connectivity enhancements providing high-quality transit for the entire SGV planning area.

Preliminary “planning-level” capital cost estimates were prepared for the bus lanes and TSP improvements, to confirm the plan elements would be implementable with the funding committed by Metro for year 2035.

In addition to the new east-west route, the Metro funding is sufficient to implement the East-West Hybrid BRT Concept as well as two new north-south rapid bus services (Monrovia to Whittier and Azusa to Diamond Bar).

- **Long Term Vision Plan:** The Long Term Plan, which is financially unconstrained identifies the ultimate build-out of high quality transit services throughout the SGV. No particular year is specified, but for planning purposes, a Year 2050 horizon could be considered. Included are BRT services, Rapid Bus services, and potential new rail service between Pomona and Downtown Los Angeles.
- **Jump Start Projects (2028):** Jump Start Projects (often referred to as Near Term Plan) includes TSP and demonstration bus lane segments serving existing high-frequency routes. These could be implemented within 3 to 5 years if funding is identified and the projects are expedited.



A rendering facing east, showing Curb Running Bus Lanes along Valley Boulevard near Proctor Avenue in the City of Industry



MID TERM PLAN (2035)

The Mid Term Plan incorporates capital improvements which could be constructed with the \$635.5-million committed to the SGV by Metro. This includes:

- **Rapid Bus Priority Corridors** – Provide Traffic Signal Priority (TSP) at all signalized intersections along designated corridors. These improvements would facilitate existing bus services in the near term and would host limited stop “Rapid Bus” services in the longer term:
 - » Valley Boulevard / Metro Line 76 from Downtown Los Angeles to El Monte
 - » Amar Road / Foothill Line 486 from El Monte to Downtown Pomona
 - » Atlantic Boulevard / Metro Line 260 from Pasadena to Atlantic Station (Metro E Line)
 - » Rosemead Boulevard / Metro Line 266 from Monrovia Station (Metro A Line) to Galatin Road (Pico Rivera)
 - » Proposed Myrtle – Peck – Workman Mill – Beverly route from Monrovia Station (Metro A Line) to proposed terminus of Metro E line on Washington Boulevard (Whittier)
 - » Azusa Avenue / Foothill Transit Line 280 from Azusa Station (Metro A Line) to Puente Hills Mall Transit Center (City of Industry)
 - » Proposed Citrus / Grand route from Citrus/APU Station (Metro A Line) to Diamond Bar
 - » Route from Pomona North Metrolink Station to Downtown Pomona via Arrow Highway and White Avenue (through Pomona Fairplex)

- **BRT Corridors** – Provide bus lanes and enhanced stations along designated BRT corridors. These improvements would support existing high-frequency bus services in the near term and would host BRT service in the longer term:
 - » Bus lane segments and enhanced stations along the East-West Hybrid route between Atlantic Station (Metro E Line) and Pomona
 - » Bus lane segments along Rosemead Boulevard within SGV (Rosemead, El Monte and South El Monte)
 - » Transit center and bus operations center improvements (specifics to be determined by further study)
 - » 30 Zero Emission Buses (ZEBs)

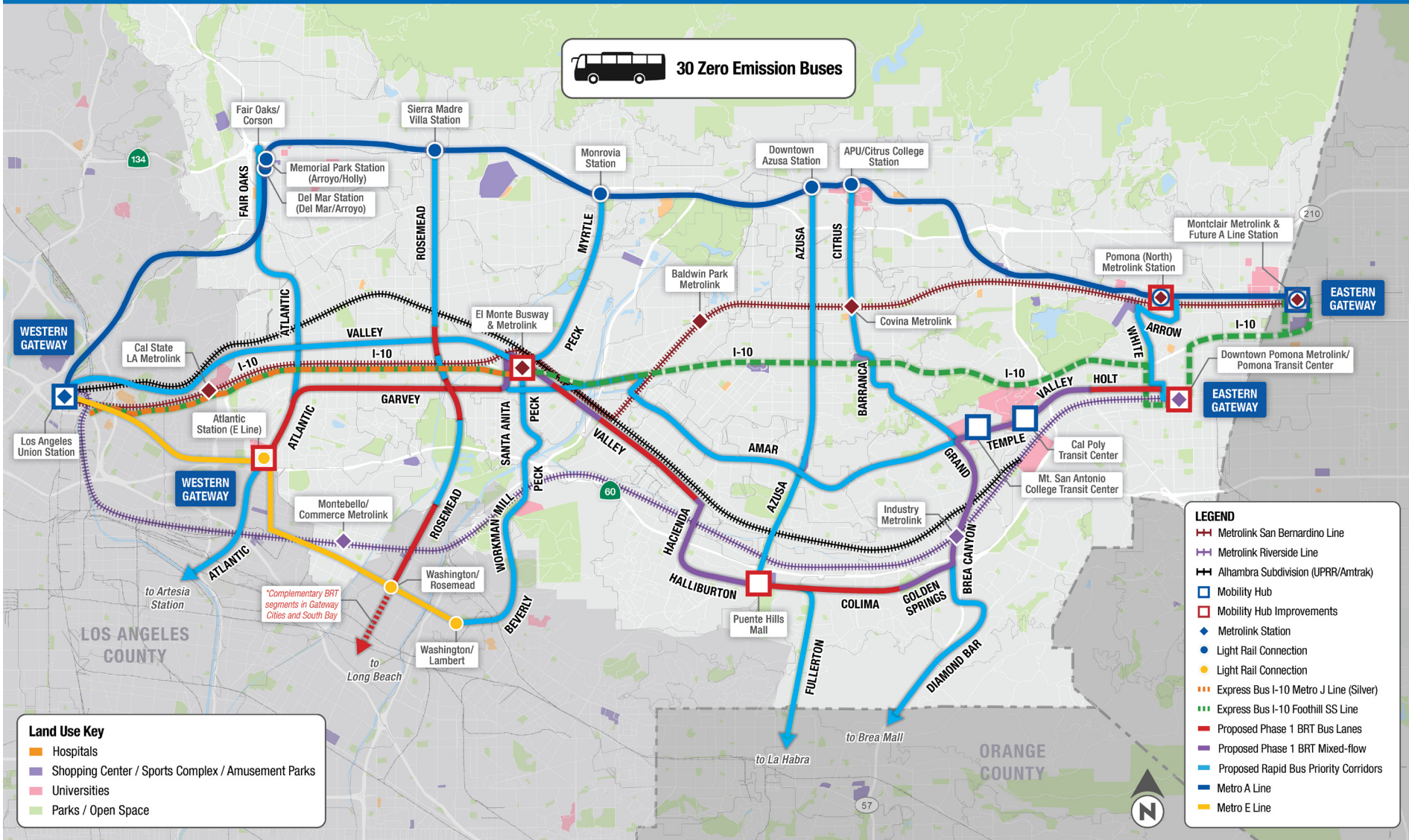


A rendering facing east, showing Curb Running Bus Lanes along Holt Avenue near Hamilton Boulevard in Pomona



Mid Term Plan (2035)

30 Zero Emission Buses



Land Use Key

- Hospitals
- Shopping Center / Sports Complex / Amusement Parks
- Universities
- Parks / Open Space

LEGEND

- Metro A Line
- Metro E Line
- Proposed Phase 1 BRT Bus Lanes
- Proposed Phase 1 BRT Mixed-flow
- Express Bus I-10 Metro J Line (Silver)
- Express Bus I-10 Foothill SS Line
- Light Rail Connection
- Metro Station
- Mobility Hub Improvements
- Mobility Hub
- Alhambra Subdivision (UPRR/Amtrak)
- Metrolink Riverside Line
- Metrolink San Bernardino Line

Transit Feasibility Study



Transit center improvements may include provision of additional bays for new bus lines, charging and/or fueling, improved access and circulation and joint development. Bus operations center improvements could include expansion of existing center(s) as well as fueling/charging and maintenance improvements.

A Rough Order of Magnitude (ROM) capital cost estimate was prepared for the proposed 2035 improvements program. All of the elements (including purchase of buses) shown in the Mid Term Plan. The cost estimate indicates that all of the improvements, including 17.5 miles of east-west bus lanes and 2.4 miles of north-south bus lanes,

with enhanced stations, could be delivered within the \$635.5-million committed by Metro. Even with escalation, the TSP and bus lanes segments could be constructed, however there would be less money available for the transit center and transit ops center improvements.

After improvements have been made along the East-West Hybrid route, the new service would be commissioned pursuant to developing a service agreement with the operator(s). BRT service could also potentially be implemented along Rosemead Boulevard, if additional bus lane segments are constructed through Pico Rivera and further south in the Gateway Cities area.

2035 Mid Term Plan Capital Cost

Element	Quantity (Bus Lanes/ Route Miles)	2023		2035		Inflation Rate (12 years)	12-year Inflation Factor
		Low Cost	High Cost	Low Cost	High Cost		
Transit Priority Enhancements	Up to 180	\$35M	\$35M	\$45.5M	\$45.5M	4%	1.6
East-West BRT Line Improvements (Lanes & Stations)	17.5 Miles / 33.8 Miles	\$195M	\$250M	\$312M	\$400M	4%	1.6
North-South BRT Line Improvements (Lanes & Stations)	2.4 Miles / 10.1 Miles	\$45M	\$50M	\$72M	\$80M	4%	1.6
Electric Buses	Up to 30	\$40M	\$40M	\$50M	\$50M	2%	1.26
Fixed Facilities	Allowance	\$155M	\$125M	\$156M	\$60M	N/A	N/A
Phase 1 Program Cost		\$470M	\$500M	\$635.5M	\$635.5M	-	-

Notes: 1) Low Cost (side running) / High Cost (curb running);
2) Funds not allocated to other categories would be available to fund fixed facilities.





LONG TERM VISION PLAN

The Long Term Vision Plan includes projects and improvements that could potentially be achieved by year 2050, subject to additional funding and project development activity. In addition to the projects shown in the 2035 Mid Term Plan, the Long Term Vision Plan would add:

- Bus lane segments and additional BRT services along designated Phase 2 BRT corridors including:
 - » Atlantic Boulevard / Metro Line 260 from Pasadena to Atlantic Station (Metro E Line) with potential extension south to Artesia Station (Metro A Line)
 - » Additional bus lane segments along Rosemead Boulevard / Metro Line 266 in East Pasadena
 - » Azusa Avenue / Foothill Transit Line 280 from Azusa Station (Metro A Line) to Puente Hills Mall Transit Center
 - » Bus lane segments along Valley Boulevard between LA Union Station and El Monte Transit Center (Metro Line 76)
 - » Bus lane segments along route from Pomona North Metrolink Station to Downtown Pomona via Arrow Highway and White Avenue (through Pomona Fairplex). (This route segment could provide an alternative terminal for the east-west BRT service.)
- Potential passenger rail service along the Union Pacific Alhambra Subdivision between downtown Pomona and Los Angeles Union Station with infill stations at the South Campus of California Polytechnic University (Pomona), Hacienda Boulevard (City of Industry) and Atlantic Boulevard (Alhambra).

With buildout of the Long Term Vision Plan bus lane, transit center and operations center improvements and commissioning of new Rapid Bus and BRT services, the SGV would have an integrated network of east-west and north-south services covering the full extent of the Valley and providing public transport to all communities.

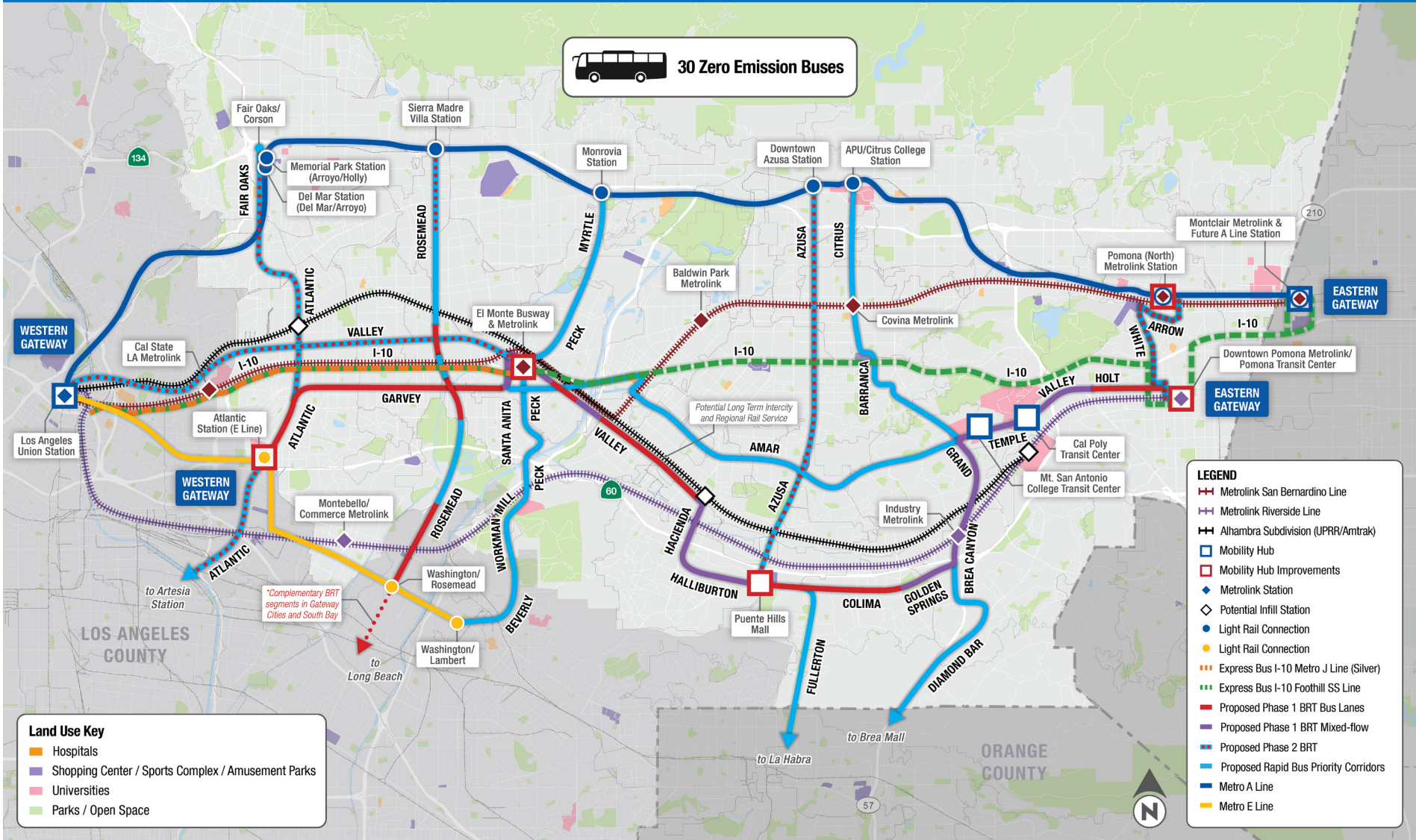


A rendering facing east, showing Side Running Bus Lanes on Colima Road near Azusa Avenue in Unincorporated Los Angeles County



Long Range Vision Plan

30 Zero Emission Buses





JUMP START PROJECTS (2028)

In response to the concern that the funding designated by Metro may not be available until 2035, a set of near term improvements, “Jump Start Projects,” have been identified for potential implementation over the next 3 – 5 years, subject to the acquisition of funding. Near term improvements could include:

- TSP enhancements along designated Rapid Bus Priority Corridors and BRT corridors which currently have higher-frequency services, e.g., Metro bus lines (Lines 76, 260, and 266) and two existing Foothill Transit bus lines (Lines 280 and 197)
- Constructing “Jump Start” bus lane demonstration projects at one or more of six candidate segments including: Atlantic Boulevard and Garvey Avenue in Monterey Park, Garvey Avenue in Rosemead and El Monte, Valley Boulevard in Industry and LA County, and Holt Avenue in Pomona.
- Providing BRT shelters to enhance stops at key station locations
- Providing “Complete Street” improvements for pedestrians and bicyclists in anticipation of future bus transit improvements

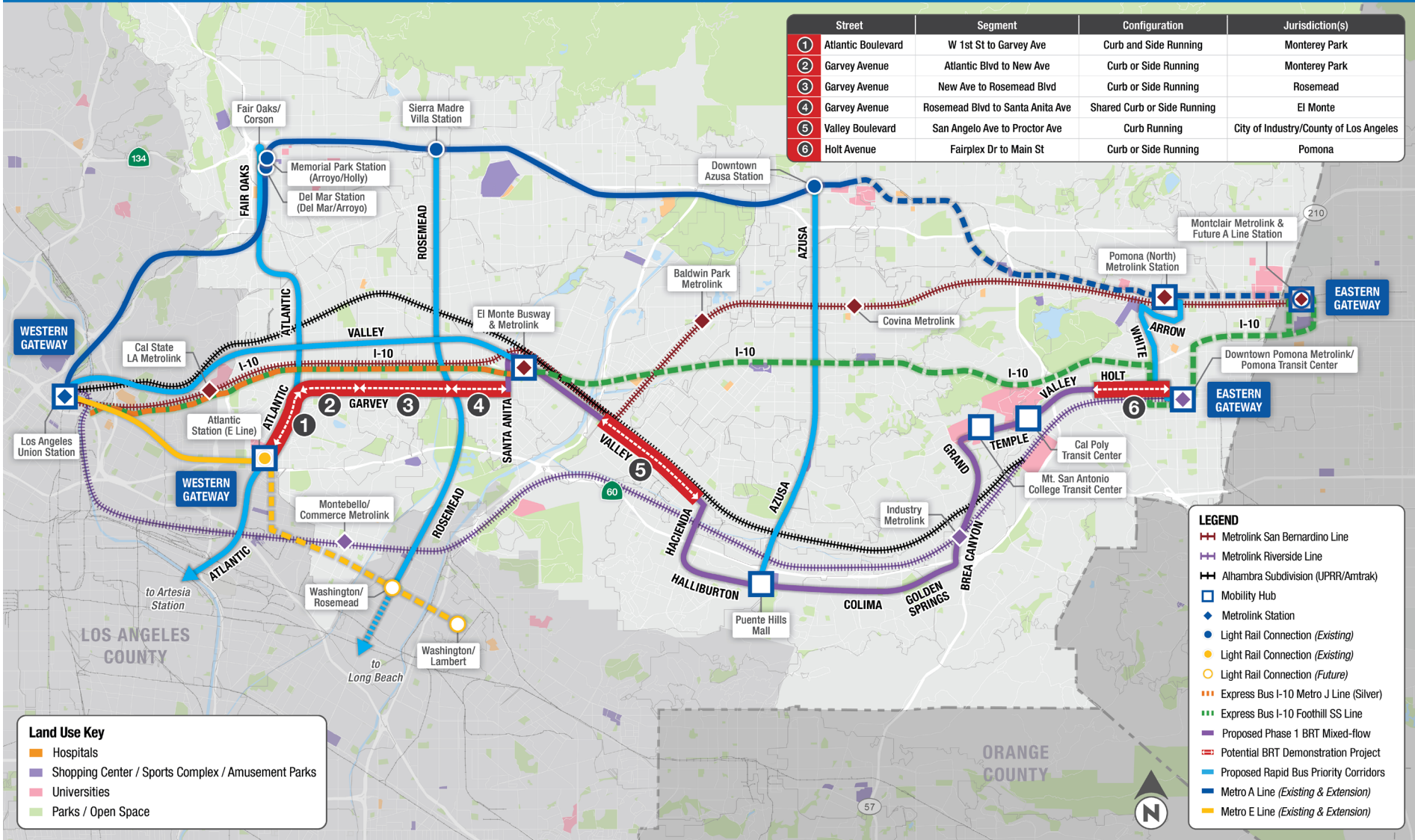


A rendering facing east, showing Mixed Flow Operations on Valley Boulevard west of Tyler Avenue in El Monte



Jump Start Projects (2028)

Street	Segment	Configuration	Jurisdiction(s)
1 Atlantic Boulevard	W 1st St to Garvey Ave	Curb and Side Running	Monterey Park
2 Garvey Avenue	Atlantic Blvd to New Ave	Curb or Side Running	Monterey Park
3 Garvey Avenue	New Ave to Rosemead Blvd	Curb or Side Running	Rosemead
4 Garvey Avenue	Rosemead Blvd to Santa Anita Ave	Shared Curb or Side Running	El Monte
5 Valley Boulevard	San Angelo Ave to Proctor Ave	Curb Running	City of Industry/County of Los Angeles
6 Holt Avenue	Fairplex Dr to Main St	Curb or Side Running	Pomona



Land Use Key

- Hospitals
- Shopping Center / Sports Complex / Amusement Parks
- Universities
- Parks / Open Space

LEGEND

- +— Metrolink San Bernardino Line
- +— Metrolink Riverside Line
- +— Alhambra Subdivision (UPRR/Amtrak)
- Mobility Hub
- ◆ Metrolink Station
- Light Rail Connection (Existing)
- Light Rail Connection (Existing)
- Light Rail Connection (Future)
- +— Express Bus I-10 Metro J Line (Silver)
- +— Express Bus I-10 Foothill SS Line
- +— Proposed Phase 1 BRT Mixed-flow
- +— Potential BRT Demonstration Project
- +— Proposed Rapid Bus Priority Corridors
- +— Metro A Line (Existing & Extension)
- +— Metro E Line (Existing & Extension)



PROJECT DELIVERY

Delivery of the proposed transit service improvements will require a number of steps which include:

- ▶ **Assembly of Funding** – LA Metro has committed \$635.5 million (programmed for Year 2035) in capital funds to build the project. There is a desire to implement Near Term improvements (e.g., in place within the next 3 to 5 years) including transit priority enhancements and demonstration bus lanes segments, which would require either advancing a portion of these funds or finding other sources available ahead of the 2035 year of commitment.
- ▶ **Prepare Preliminary Engineering (PE) and Final Design Plans** – Design plans need to be prepared. Preparation of PE is critical to project delivery as these plans will provide the basis for the involved Jurisdictions Having Authority (JHA) to vet the proposed improvements with the respective communities and to assure the proposed improvements are consistent with local design standards.
- ▶ **Streamline Environmental Clearance** – Because the proposed improvements have independent utility, are located within publicly owned right-of-way, and are intended to support enhanced transit service, they would be eligible for an exemption from California Environmental Quality Act (CEQA) requirements under SB922. SGVCOG would need to develop the necessary documentation to support this approach.
- ▶ **Identify Funding for Operations** – Operating funds would be required to support proposed new services. These funds could potentially be obtained by reducing and/or eliminating duplicative services; or new funding could be sought from state and local sources.
- ▶ **Developing Operating Agreements** – Both LA Metro and Foothill Transit currently provide services within the San Gabriel Valley, along with a number of municipal operators. The proposed east-west service would span both the LA Metro and Foothill Transit territories, so an operating agreement would need to be developed to designate an operator for the east-west service. (The north-south service improvements could be implemented separately by LA Metro and Foothill Transit in a coordinated approach.) Any proposed service improvements would require the agencies' boards to review and approve the service, pending funding availability.
- ▶ **Streamline Environmental Clearance** – If pursuing federal funding, a Categorical Exclusion (CE) through National Environmental Policy Act (NEPA) can be pursued. This process requires confirmation that the project shows no impact to environmental resources. If impacts are identified, then additional technical studies would need to be conducted.



- **Identify Maintenance Responsibilities/Develop Agreements** – It is anticipated that BRT station components would be maintained by the bus operating agency, however, general maintenance of the roadway and sidewalks, including street sweeping, removal of debris, roadway general maintenance as well as signing and striping, would be maintained by City/County forces.
- **Caltrans Agreements** – Institutional arrangements need to be orchestrated to allow development of BRT improvements along Rosemead Boulevard, which is designated as SR-164 and Azusa Avenue, which is designated as SR-39. These may be facilitated if these routes are relinquished from the State highway system. (Rosemead and San Gabriel are pursuing relinquishment for Rosemead.) Additionally, certain traffic signals (e.g., in the vicinity of freeway interchanges) may be maintained and operated by Caltrans so hardware and software upgrades would need to be coordinated with that agency.
- **Railroad Negotiations** – Negotiations would need to be accomplished with the Union Pacific Railroad to obtain an agreement to add passenger service to the Alhambra Subdivision, which is an opportunity shown in the Long Term Vision Plan.
- **Obtain Construction Permits** – Permits required to construct improvements within the public right-of-way would need to be obtained from local jurisdictions prior to the start of construction activities. Permit requirements may contain clauses which would need to be flowed down to the construction contractor(s).

- **Manage Design and Construction** – Although the scope of improvements primarily involves modifications to signing, striping and traffic signals, along with construction of bus shelters along sidewalks and roadway islands, the scale of the improvements may warrant establishment of a Program Manager to oversee the final design and construction.
- **Commission New Services** – After the improvements have been constructed and all of the operating agreements are in place, new or modified service plans need to be put into place. This may include supplemental training for bus drivers with regards to the use of the bus lanes. Also, for new BRT corridors with bus lanes, a coordinated campaign of enforcement may be warranted to educate the motoring public and manage violations.





Key Findings from Study

- The SGV Vision Plan incorporates an integrated network of east-west and north-south transit services that maximize the coverage and distribution of project benefits.
- There are opportunities to add dedicated bus lanes and provide limited-stop services with the implementation of BRT lines.
- Other principal transit lines could be improved with higher frequencies and implementation of TSP delivering Rapid Bus type services along selected Bus Priority Corridors.
- The \$635.5 million provided by Metro in Year 2035 could be used to implement both BRT and Rapid Bus services along with transit center improvements and the purchase of new ZEBs in the mid-term future.
- Pursuant to the identification of funding, SGV could begin implementation of the Vision Plan by providing TSP to selected Priority Bus Corridors and Demonstration Bus Lanes along selected segments designated for BRT service.
- The optimal east-west BRT service is the Hybrid Concept that connects a western gateway located at Atlantic Station (the current terminus of the Metro E Line) and an eastern gateway located at the Pomona Transit Center in downtown Pomona adjacent to the Pomona –Downtown Metrolink Station on the Southern California Regional Rail Authority (SCRRA) Riverside Line.



A rendering facing east, showing Side Running Bus Lanes on Garvey Avenue west of Santa Anita in El Monte



A rendering facing south, showing Side Running Bus Lanes with Protected Bike Lanes on Rosemead Boulevard at Rush Street in South El Monte

Transit Feasibility Study



- In the Near Term (2028), in addition to the east-west Hybrid Concept, Rapid Bus Priority Corridors were identified that would receive TSP enhancements to improve existing bus services provided by Metro and Foothill Transit.
- For the Mid Term (2035), when funding will be available, improvements planned include: constructing bus lane segments for the Hybrid Concept and along Rosemead Boulevard; TSP along Amar Road, Monrovia to Whittier, Azusa to Diamond Bar, and Pomona Downtown to Pomona north Metrolink via Fairplex; Transit center and bus operations center improvements, enhanced BRT stations, and purchase of ZEBs.
- A Long Term Vision Plan (2050) subject to project development includes transit enhancements such as Priority Bus Corridors along Atlantic Boulevard, Rosemead Boulevard, Azusa Avenue, and White Avenue – Arrow Highway – Garvey Avenue; as well as future rail passenger service along the UPRR Alhambra Subdivision.
- Strategies for Project Delivery include assembling funding, preparing preliminary engineering and final design plans, obtaining environmental clearances, developing operating agreements, identifying funding for O&M, agreements between agencies and rail owners, permitting and construction, and commissioning of new services.



A rendering facing southwest, showing Side Running Bus Lanes along Atlantic Boulevard near Riggins Street in Monterey Park



REFERENCED MATERIAL FROM THE STUDY

The Feasibility Study builds upon prior Metro planning documents including: BRT Vision and Principles, NextGen Bus Plan, North Hollywood to Pasadena BRT. The following table identifies work products which provide additional technical information in support of this study.

Phase 1 Work Products	
Product	Contents
Study Area Definition (Appendix A)	Defines project boundaries, stakeholder cities and agencies. Summarizes existing plans, land use patterns, freeway and arterial networks and conditions, and existing transit network.
Mobility Problem Definition (Appendix B)	Provides statement of purpose and goals of study. Summarizes prominent mobility issues for the SGV, identifies key trip attractors and distribution of major internal and external travel demand, communities most in need of enhanced transit services, and current transportation improvement projects in the SGV.
Initial Conceptual Alternatives (Appendix C)	Presents 15 conceptual alternatives developed for enhanced transit services in the SGV, including routing, stops and hubs.
Screening Methodology (Appendix D)	Outlines criteria and scoring methods for screening of initial alternatives for both qualitative and quantitative data.
Written Comments (Appendix E)	Summarizes written comments received from the various involved jurisdictions, stakeholders and the general public regarding the initial conceptual alternatives.
Initial Concepts Screening (Appendix F)	Presents scoring of east-west concepts and identifies three most promising for further analysis. North-south concepts were assessed qualitatively and four were recommended to be advanced.
Refinement of Screened Concepts (Appendix G)	Indicates refinements to the three east-west and four north-south concepts recommended for further study.
Travel Demand Forecast Methodology (Appendix H)	Describes the methodology and scenarios used to develop projected year 2042 ridership.



Phase 1 Work Products (continued)	
Product	Contents
Travel Forecast Ridership Report (Appendix I1 and I2)	Presents ridership results for 3 screened east-west BRT alternatives and 4 north-south Rapid Bus alternatives.
Capital Cost Methodology (Appendix J)	Documents the methodology used to develop capital cost estimates.
Operations & Maintenance Cost Methodology (Appendix K)	Documents the methodology used to estimate operations & maintenance costs.
Capital Cost Estimates (Appendix L1 and L2)	Transmits the rough order-of-magnitude capital cost estimates for bus lanes and other improvements shown in the proposed 2035 transit plan.
Operations & Maintenance Costs (Appendix M)	Provides bus operations costs, bus-miles and bus-hours for seven screened concepts.
Phase 1 Feasibility Study (Appendix N)	Transmits the results of the Phase 1 analysis including initial conceptual alternatives screening, refinement and evaluation. Also includes working draft transit Vision Plan.

Phase 2 Work Products	
Product	Contents
Ridership Update (Appendix O)	Updates ridership results to provide projected ridership for the proposed East-West Hybrid BRT route alignment alternative.
Capital Cost Update (Appendix P)	Updates capital cost estimates to provide specific costs for proposed east-west and north-south bus lanes segments. Incorporates escalation to Year 2035.
Urban Design Report (Appendix Q)	Presents criteria for siting and configuring BRT stations and shelters. Presents site specific illustrative examples of urban design integration for BRT stations.
Conceptual Design Plans (Appendix R)	Presents illustrative example conceptual plans for sample bus lanes segments along proposed BRT routes.

Prior work products and other Study information can be accessed on the SGVCOG website at the following address:

[SGV Transit Feasibility Study \(sgvcog.org\)](https://sgvcog.org)





SGV Transit Feasibility Study (sgvcog.org)





Metro

Board Report

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

File #: 2020-0172, **File Type:** Motion / Motion Response

Agenda Number: 8.1

REGULAR BOARD MEETING FEBRUARY 27, 2020

Motion by:

DIRECTORS SOLIS, HAHN, BUTTS, GARCIA, FASANA, AND GARCETTI

Amendment to Item 8: Eastside Transit Corridor Phase 2

Since the passage of Measure R in 2008, the Los Angeles Metropolitan Transportation Authority (Metro) has been hard at work delivering a \$40 billion, voter-approved program of projects aimed at enhancing Los Angeles County's transportation network. In 2016, voters doubled down on their approval of Measure R with their approval of Measure M, which brought forth \$120 billion in additional sales tax revenues for a slew of transit, highway, and active transportation projects.

Both Measures R and M include the Eastside Transit Corridor Phase 2, also known as the Gold Line Eastside Extension Phase 2 project (Project), in their expenditure plans with \$1.271 billion in Measure R sales tax revenues and \$1.086 billion in Measure M sales tax revenues programmed for the Project. In total, the Project has approximately \$3 billion programmed for one alignment available in 2029, and another \$3 billion available for a second alignment in 2053. The Project's environmental document is currently in progress and includes the State Route 60 Alternative, the Washington Boulevard Alternative, and the Combined Alternative as potential alignments for the extension of the existing Gold Line light rail eastward from unincorporated East Los Angeles

Agenda Item 8 provides staff recommendations to withdraw the State Route 60 and Combined Alternatives from further consideration as part of the Project's environmental document. Additionally, staff recommendations include moving forward with Project environmental clearance under the California Environmental Quality Act only and forgoing any additional analysis under the National Environmental Policy Act. In parallel to completion of the environmental document, staff will also launch a feasibility study that will evaluate mobility needs in the San Gabriel Valley for communities along the State Route 60 corridor. The recommendations presented by staff have been informed by a number of in-depth technical studies that identified significant costs and engineering challenges for the delivery of both the State Route 60 and Combined Alternatives.

However, recommendation C under Agenda Item 8 would benefit from stronger specificity. It does not provide a timeframe for when the feasibility study would be presented to the Board, it is vague as to what options should be evaluated, and does not commit funding for this effort.

SUBJECT: EASTSIDE TRANSIT CORRIDOR PHASE 2

RECOMMENDATION

APPROVE Motion by Directors Solis, Hahn, Butts, Garcia, Fasana, and Garcetti that the Board direct the CEO to add the following directive under Agenda Item 8:

e. Honor the commitment of \$635.5 million made to the San Gabriel Valley subregion as part of Measure R documentation. This commitment will be recognized consistent with the funding years in the Measure R Expenditure Plan.

FURTHER that the Board direct the CEO to provide a report back to the Board in May 2020 that includes:

1. Recommendations for funding and cash flow (Funding Plan) for the San Gabriel Valley and Gateway Cities that encompasses all of the Measure R and Measure M funding for the Gold Line Eastside Extension Phase 2 to demonstrate subregional equity for both the San Gabriel Valley and the Gateway Cities. As part of the Funding Plan, include any potential inter-fund borrowing between Measures R and M, loan options, or other financial mechanisms necessary to retain overall equity while ensuring financial capacity to move the Gold Line Eastside Extension Phase 2 forward as an accelerated Pillar Project under Metro's Twenty-Eight by '28 Initiative.
2. Implementation plan to design, environmentally clear and construct a high-quality transit service option that will serve the State Route 60 Corridor cities and potentially the communities near the Los Angeles County/San Bernardino County border. The strategy should include details for outreach, timeframes to initiate and finish the environmental review, and a preliminary analysis of alternatives.
3. Consideration of, as part of the feasibility study for the San Gabriel Valley, high-quality transit service options including Bus Rapid Transit and Alternative Rail Transit Technology (i.e., Monorail Transit, or MRT) and identification of opportunities to connect Metro's transit network with the Foothill Gold Line as well as the Metrolink and Foothill Transit networks in the San Gabriel Valley.

Metro

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

**Board Report**

File #: 2020-0368, **File Type:** Motion / Motion Response

Agenda Number: 5.1.

**PLANNING AND PROGRAMMING COMMITTEE
MAY 20, 2020**

Motion by:

DIRECTORS SOLIS, FASANA, AND BARGER

Related to Item 5: San Gabriel Valley Transit Feasibility Study

SUBJECT: SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY

RECOMMENDATION

APPROVE Amending Motion by Directors Solis, Fasana, and Barger

WE THEREFORE MOVE that the Board direct the CEO to report back in 30 days with recommendations to transfer funding to the San Gabriel Valley Council of Governments as part of the FY21 budget for the procurement and completion of the Feasibility Study. Recommendations should include provisions typical of Metro procurements such as small, disadvantaged, and/or disabled veteran business enterprise goals.



November 7, 2024

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President
Tim Hepburn

1st Vice President
Ed Reece

2nd Vice President
April Verlato

3rd Vice President
Cory Moss

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Azusa

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La Verne

Monrovia

Montebello

Monterey Park

Pasadena

Pomona

Rosemead

San Dimas

San Gabriel

San Marino

Sierra Madre

South El Monte

South Pasadena

Temple City

Walnut

West Covina

*First District, LA County
Unincorporated Communities*

*Fifth District, LA County
Unincorporated Communities*

SGV Water Districts

Stephanie Wiggins
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority (Metro)
One Gateway Plaza
Los Angeles, CA 90012

Attn: Maressa Sah, Manager, Transportation Planning

RE: LETTER OF INTENT: SAN GABRIEL VALLEY BUS CORRIDOR TRANSIT IMPROVEMENTS PROJECT OUTREACH AND PROJECT DEFINITION

Dear Ms. Wiggins:

On behalf of the San Gabriel Valley Council of Governments (SGVCOG), I write to express our commitment to implement funds allocated by Metro in its FY 2025 Budget to support project definition and conceptual engineering tasks of for certain “Mid-Term Plan” and “Jump-Start” components of its San Gabriel Valley Bus Corridor Transit Improvements Project (“Project”). The Project is the result of the San Gabriel Valley Transit Feasibility Study (“Study”), initiated in July of 2021, and funded by LA Metro.

On March 21, 2024, the SGVCOG Governing Board approved the Final San Gabriel Valley Transit Feasibility Study and directed staff to perform project definition with any appropriate environmental analysis, and work with Metro to request funding for this effort in the FY2025 Metro Budget. Additionally in June of 2024, the SGVCOG Governing Board affirmed its commitment to implementing the near- and mid-term project components identified in the Study, including design, environmental clearance, construction, and related tasks. On May 23, 2024, the Metro Board of Directors adopted its FY2025 Budget, which allocated an additional \$800,000 for furtherance of activities described in the Study.

SGVCOG is prepared to receive the \$800,000 in allocated Metro funds to conduct outreach and project definition tasks for the Bus-Rapid Transit and the Rapid Bus Priority Corridor Projects that are included in the Study’s Mid-Term Plan and for Jump-Start Project Segments 1-4 and 6 (Attachment C-1, Attachments 1 and 2). Upon the availability of funding, SGVCOG will procure qualified consultant services and commence work. Some components of project management and outreach will be completed by SGVCOG staff. A full accounting of the anticipated tasks to be completed is listed below.

This list is subject to change pending the final bids for the work to be completed and schedule and/or budget are also subject to change pending the needs and timeline required for relevant city approvals. Should there be a need for additional funding, SGVCOG will work with Metro to identify and allocate sufficient funds to complete this work. At this time, there are no additional funds identified.

Anticipated Work Tasks, Schedule & Cost Summary*

Description	Start Date	End Date	Duration	Amount
SGVCOG Project Management	2/3/25	2/3/26	12 months	\$ 229,460
Consultant Solicitation & Procurement	11/22/24	1/22/25	2 months	
Project Kick-Off Meeting	2/3/25	2/3/25	-	
Task 1 – Consultant Project Management	2/3/25	2/3/26	12 months	\$ 57,054
Task 2 - Community Outreach	2/17/25	11/17/25	9 months	\$ 147,000
Task 3 – Mid-Term & Jump-Start Program Development – TSP Readiness Evaluation, Traffic Circulation & Parking Analyses	3/17/25	9/17/25	6 months	\$ 148,000
Task 4 - Conceptual Engineering	8/18/25	12/3/26	4 months	\$ 178,486
Task 5 – ROM Cost Estimates	12/3/25	2/3/26	2 months	\$ 40,000
			TOTAL	\$ 800,000

SGVCOG Project Management & Stakeholder Support Costs

Stakeholder Outreach	Director of Government & Community Outreach	\$ 50,035
Management	Transportation Manager	\$ 116,754
Management & Stakeholder Outreach	Regional Planning & Programs Management Analyst	\$ 49,877
Technical Support	Senior Project Manager	\$ 8,687
Auditor	Auditor	\$ 4,107
	Total	\$ 229,460

**The preliminary cost estimates derived by SGVCOG and the associated tasks and/or schedule are subject to change pending feasibility, outcomes of local outreach efforts, city/stakeholder and FTA needs, final cost estimates, and funding constraints.*

SGVCOG is committed to completing these tasks to the greatest extent possible using the funds available. We will work closely with local jurisdictions to ensure that the project definition and conceptual engineering phases of work support the needs and desires of impacted communities. Should funding become available for environmental clearance, design, and construction of the Jump-Start Project components for Segments 1-4 and 6 and/or the Bus-Rapid Transit Projects and the Rapid Bus Priority Corridor Projects included in the Mid-Term Plan, SGVCOG is prepared to implement those phases of work as well.

We truly appreciate your efforts to support these key transportation infrastructure projects in the San Gabriel Valley and your ongoing partnership. Please do not hesitate to contact Roy Choi, Manager of Transportation, at roychoi@sgvcog.org should you have any questions.

Sincerely,



Marisa Creter
Executive Director
San Gabriel Valley Council of Governments

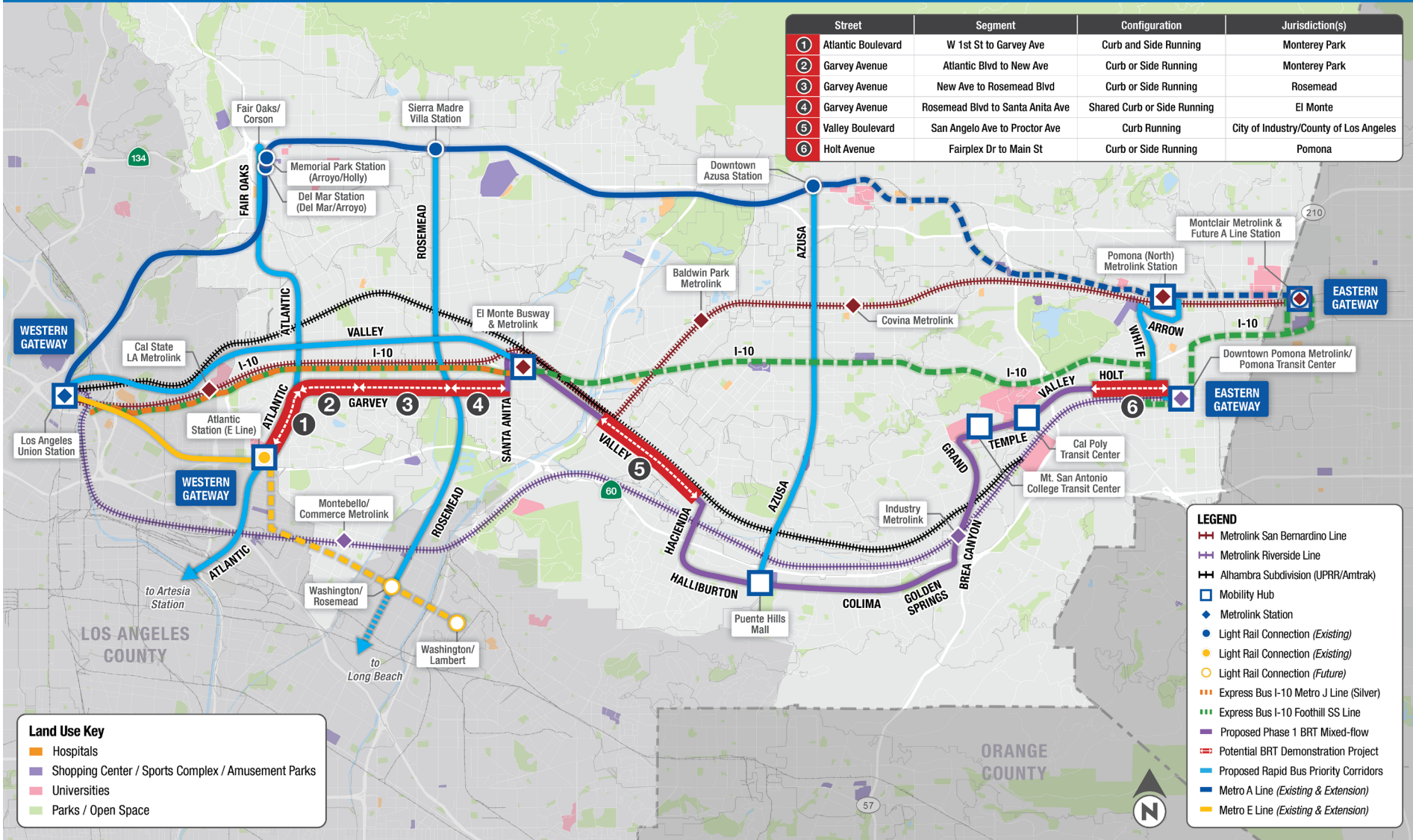
Enc.: Attachment C-1 – Scope of Work

CC: Ernesto Chaves
Jacqueline Torres
Meghna Khanna
Kasey Shuda
David Mieger
Allison Yoh
Jill Y. Liu
Dolores Roybal
Maressa Sah
Stephen (Tito) Corona



Jump Start Projects (2028)

Street	Segment	Configuration	Jurisdiction(s)
1 Atlantic Boulevard	W 1st St to Garvey Ave	Curb and Side Running	Monterey Park
2 Garvey Avenue	Atlantic Blvd to New Ave	Curb or Side Running	Monterey Park
3 Garvey Avenue	New Ave to Rosemead Blvd	Curb or Side Running	Rosemead
4 Garvey Avenue	Rosemead Blvd to Santa Anita Ave	Shared Curb or Side Running	El Monte
5 Valley Boulevard	San Angelo Ave to Proctor Ave	Curb Running	City of Industry/County of Los Angeles
6 Holt Avenue	Fairplex Dr to Main St	Curb or Side Running	Pomona



Land Use Key

- Hospitals
- Shopping Center / Sports Complex / Amusement Parks
- Universities
- Parks / Open Space

LEGEND

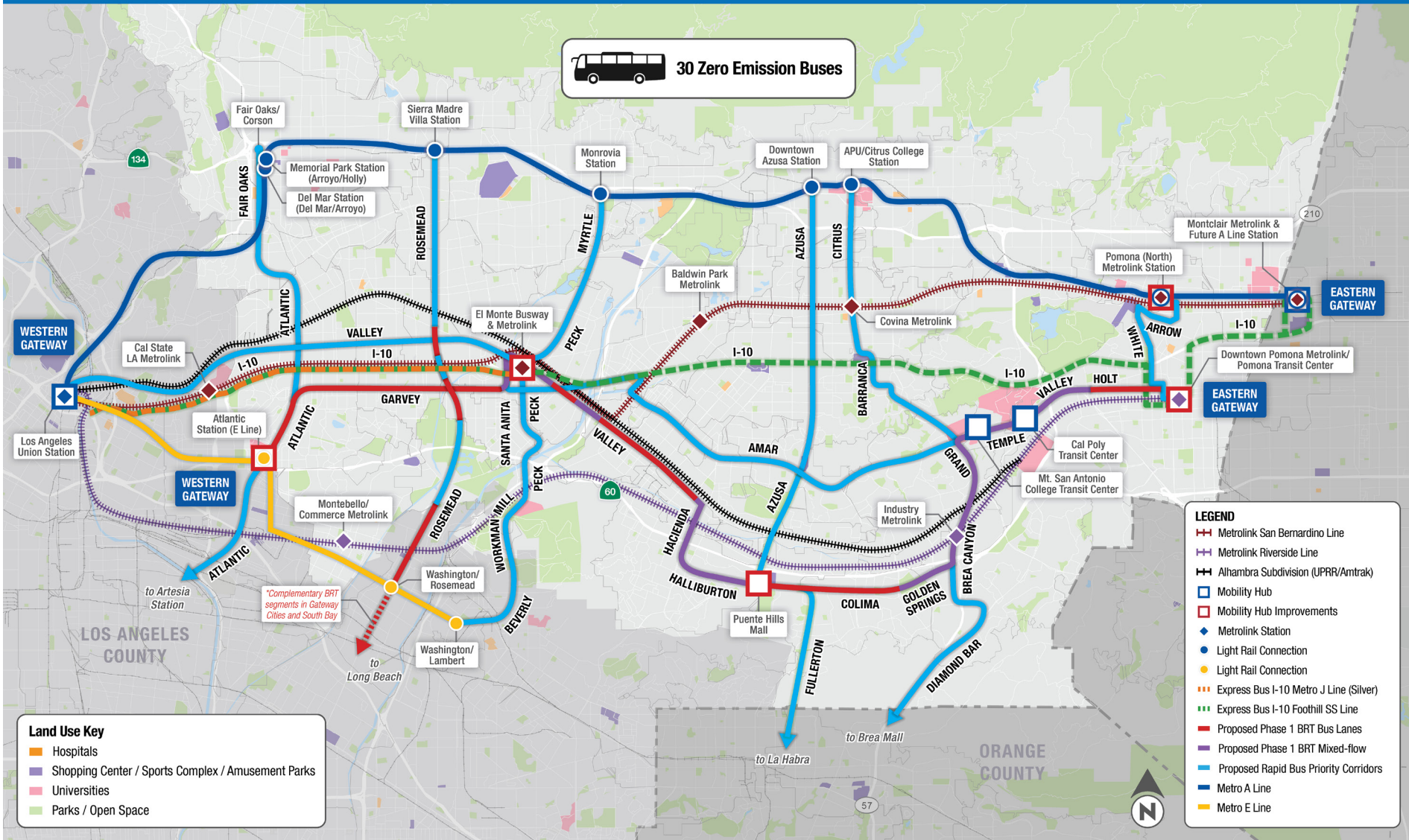
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- +— Metrolink Riverside Line
- +— Alhambra Subdivision (UPRR/Amtrak)
- Mobility Hub
- ◆ Metrolink Station
- Light Rail Connection (Existing)
- Light Rail Connection (Existing)
- Light Rail Connection (Future)
- +— Express Bus I-10 Metro J Line (Silver)
- +— Express Bus I-10 Foothill SS Line
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- +— Potential BRT Demonstration Project
- +— Proposed Rapid Bus Priority Corridors
- +— Metro A Line (Existing & Extension)
- +— Metro E Line (Existing & Extension)





Mid Term Plan (2035)

30 Zero Emission Buses





Long Range Vision Plan

30 Zero Emission Buses

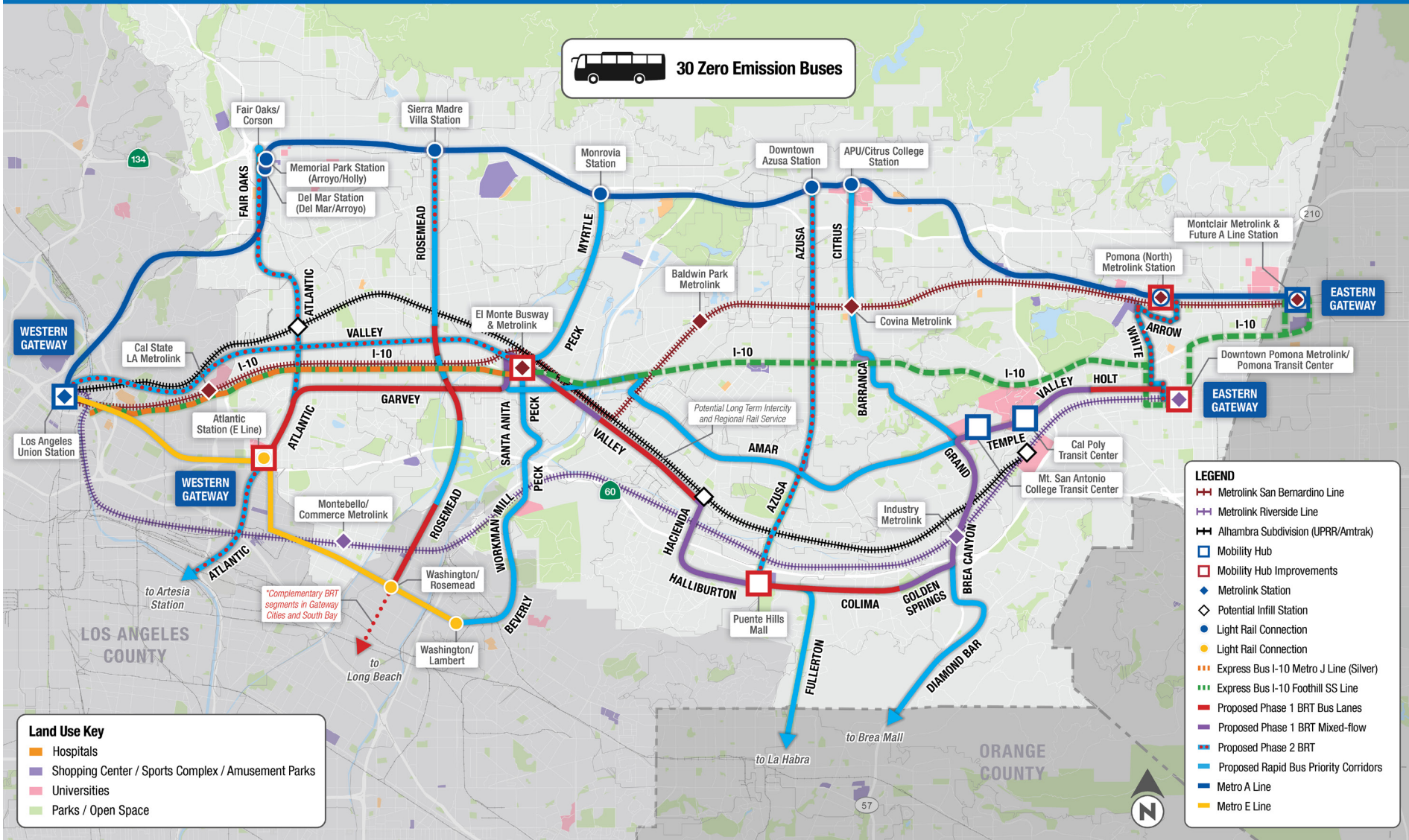
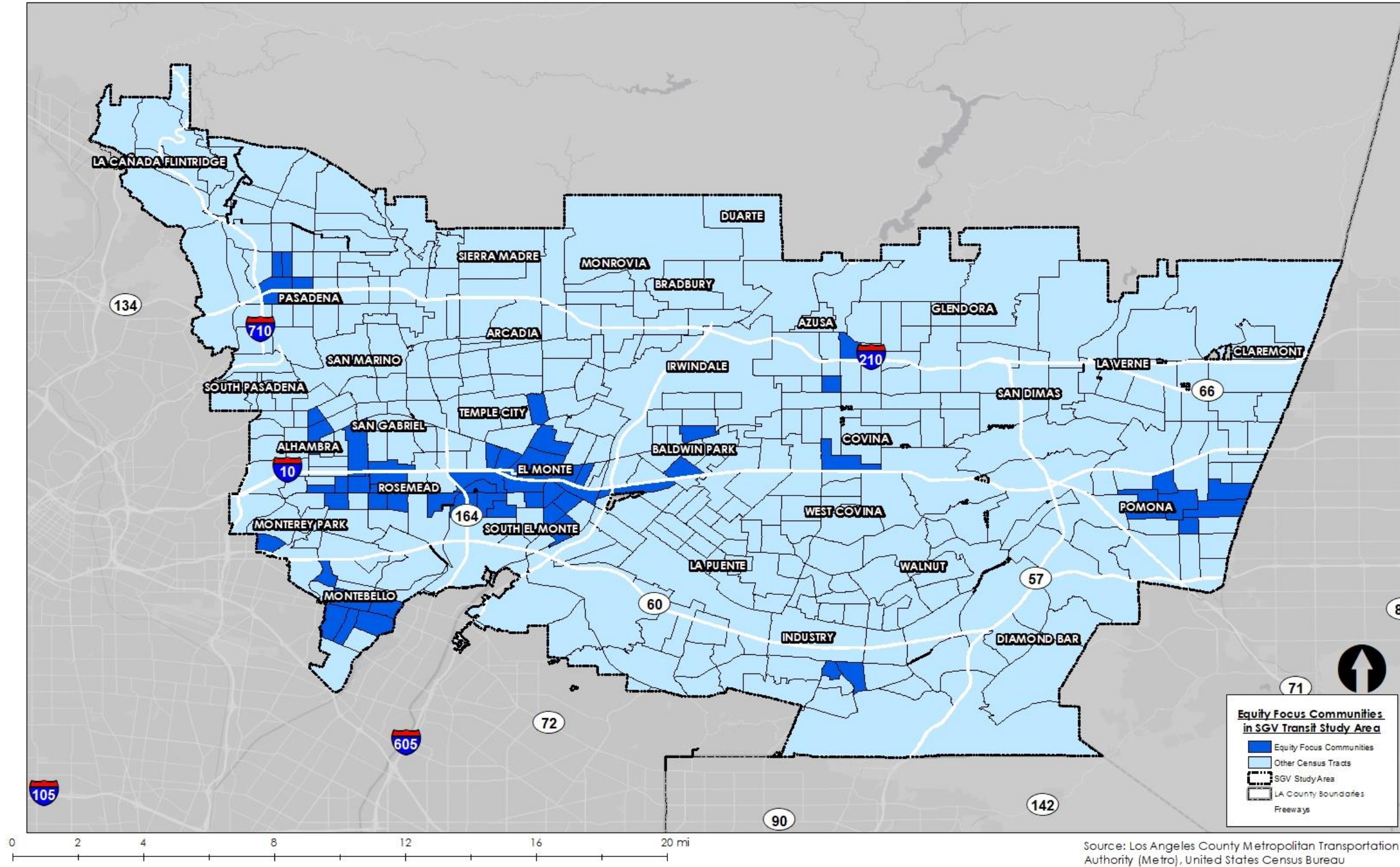


Figure 1 - Equity Focus Communities in the San Gabriel Valley



COUNTYWIDE PLANNING AND DEVELOPMENT

San Gabriel Valley Transit Feasibility Study

Planning and Programming Committee
January 15, 2025



Legistar File No. 2024-0928

Recommendations

- A. RECEIVING AND FILING the San Gabriel Valley Transit Feasibility Study (Study) by the San Gabriel Valley Council of Governments (SGVCOG), and
- B. AUTHORIZING the Chief Executive Officer (CEO) to negotiate and execute Amendment No. 2 to the existing Memorandum of Understanding (MOU) dated February 1, 2021, and amended once on October 18, 2022, with SGVCOG for the San Gabriel Valley Transit Improvements Project for the continued refinement of project definition and alternatives, and initiation of environmental clearance for an amount not to exceed \$800,000, bringing the total funding to \$4,100,000

Background

- State Route (SR) 60 Alternative studied as part of ESP2; SR 60 and Combined Alternatives removed due to constraints (#2020-0027)
- February 2020: Motion 8.1 directed staff to conduct feasibility study and recommend funding plan, including \$635.5 million committed to the SGV as part of Measure R
- May 2020: Motion 5.1 directed SGV to lead the study
- February 2021: MOU executed between Metro and SGVCOG
- October 2022: Amendment 1 to the MOU
- March 2024: Feasibility study completed, submitted, and approved by the SGVCOG Governing Board (March 2024)



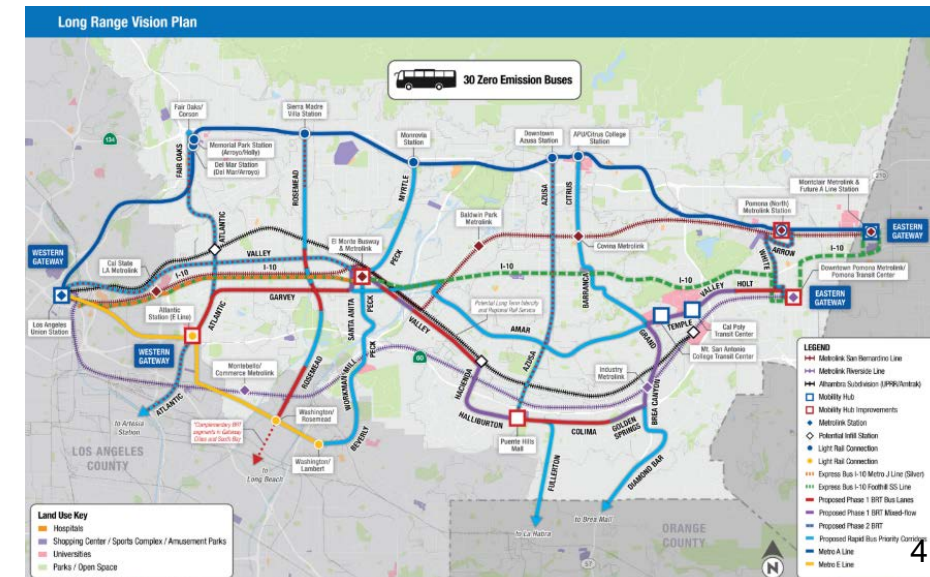
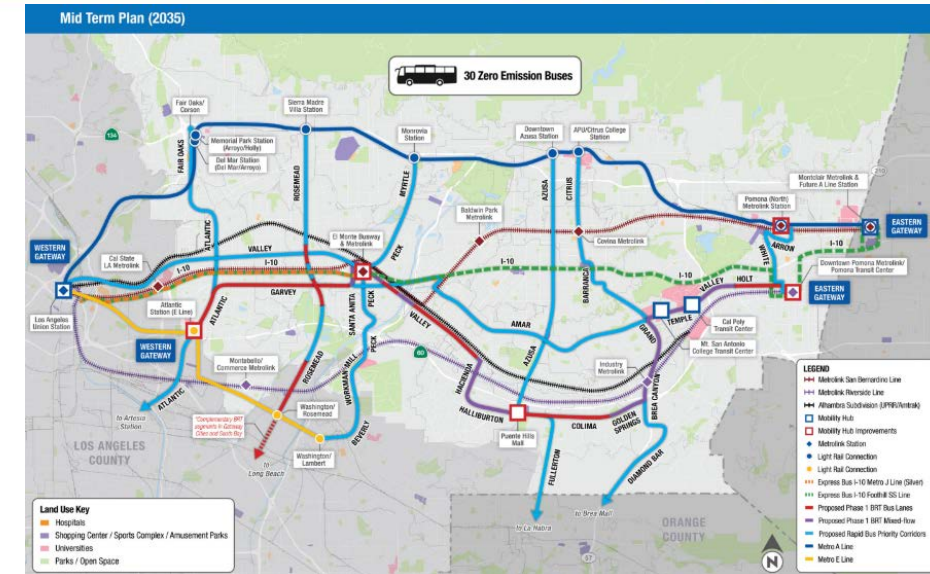
Study Findings (Mid and Long Term)

Mid Term Plan (2035)

- Features all projects planned to be implemented/funded as part of the \$635.5 million programmed by Metro, in addition to the improvements listed in Jump Start Projects
- New East-West BRT Service from Atlantic station in East Los Angeles to Pomona Transit Center in Pomona
- Transit Hub Improvements at Atlantic Station, El Monte Transit Center, Puente Hills Mall, Pomona Transit Center, and Pomona (North) Metrolink Station
- North-South Bus Lanes along portions of Rosemead Blvd
- Additional TSP treatments along select major arterials in San Gabriel Valley

Long Term Vision Plan (2050)

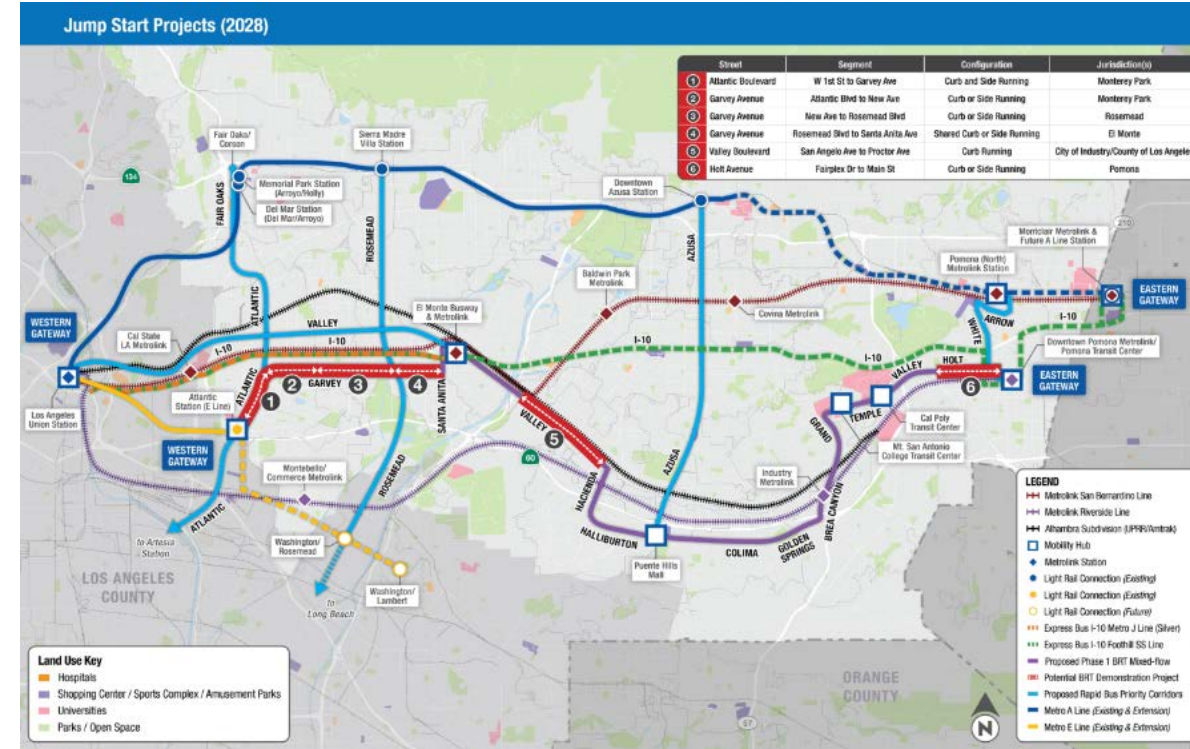
- Features projects not funded as part of \$635.5 million, but can leverage improvements outlined in the Mid Term Plan 2035
- Additional “Phase 2” BRT lanes on Valley from Union Station to El Monte Transit Center along Azusa Ave to Puente Hills Mall
- Potential rail service with infill stations along the Alhambra subdivision
- Additional segments of dedicated bus lanes along the Phase I BRT alignment on Valley Blvd



Study Findings (Near Term)

Near Term (3-5 years)

- Jump Start Projects could potentially be implemented in next 3-5 years, subject to funding availability
- Transit Signal Priority (TSP) enhancements along designated Rapid Bus Priority Corridors and BRT corridors (e.g., Metro bus lines (Lines 76, 260, and 266) and two existing Foothill Transit bus lines (Lines 280 and 197)
- Constructing "jump start" bus lane demonstration projects at one or more of six candidate segments including:
 - Atlantic Bl and Garvey Av in Monterey Park
 - Garvey Av in Rosemead and El Monte
 - Valley Bl in Industry and LA County
 - Holt Av in Pomona
- Providing BRT shelters to enhance stops at key station locations
- Providing “Complete Street” improvements



Scope of Work/Milestones

Phase 3 (next phase):

- Initiation of Project Definition efforts to:
 - Identify the locally preferred alternatives for bus rapid transit and transit signal priority enhancements for each of the affected stakeholder agencies for which Jump-Start segments of BRT and TSP and the Mid-Term plan are being proposed

Study scope includes:

- Community outreach for further project refinement/conceptual engineering tasks (12 months)
- Mid-Term and Jump Start Program Development - TSP Readiness Evaluation, Traffic Circulation and Parking Analysis (9 months)
- Conceptual engineering drawings from feasibility study from 5% to 15% (4 months)
- Rough order of magnitude cost estimates for each refined element (2 months)

Timeline (estimated): 12 months



Board Report

File #: 2024-1090, **File Type:** Oral Report / Presentation

Agenda Number: 10.

**PLANNING AND PROGRAMMING COMMITTEE
JANUARY 15, 2025**

SUBJECT: COUNTYWIDE PLANNING MAJOR PROJECT STATUS

ACTION: RECEIVE AND FILE

RECOMMENDATION

RECEIVE AND FILE Countywide Planning & Development Major Projects Status Report.

ISSUE

Countywide Planning and Development's major projects status report provides highlights of capital projects in planning phases of development. These include transit corridor projects such as rail and bus rapid transit, Measure M active transportation corridor projects, and highway projects.

BACKGROUND

Metro's mission is to provide a world-class transportation system that enhances the quality of life for all who live, work, and play within Los Angeles County. Countywide Planning and Development (CPD) oversees the planning of major capital projects to support this mission. The attached Project Status Report (Attachment A) provides an update on transit, active transportation corridor and complete streets and highway projects in various stages of development.

DISCUSSION

The status report provides a quarterly update on major projects as they advance through alternatives and feasibility analyses, technical analyses for environmental certification, selection of preferred projects, cost estimation and funding development, and evaluation of project delivery method. Following environmental planning milestones, projects typically transition from CPD to Program Management and are included in the Program Management Major Project Status report, which is provided on a quarterly basis to the Metro Board's Construction Committee.

As requested by Director Horvath, updates on the Pacific Coast Highway projects in the City of Malibu as well as an update from the California Department of Transportation (Caltrans) on the Pacific Coast Highway Master Plan remain in this quarter's report.

EQUITY PLATFORM

Because this report is provided on a regular basis and includes status updates for multiple projects, equity assessments are provided as baseline summaries with subsequent updates when equity conditions change. Next quarter, any equity-related developments will be included in an attachment with a refreshed set of baseline assessments for all projects.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The development of projects included in this report supports Strategic Plan Goal #1 by delivering high-quality mobility options that enable people to spend less time traveling.

NEXT STEPS

Staff will continue to advance these projects through the planning phases. The next quarterly update will be provided in April 2025.

ATTACHMENTS

Attachment A - Project Status Report

Prepared by:


Michelle Smith, Executive Officer, Complete Streets & Highways (213) 547-4368

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Stephanie N. Wiggins
Chief Executive Officer

Major Capital Projects Update Countywide Planning and Development

January 15, 2025

Presented By

Allison Yoh

Deputy Chief Planning Officer
(Interim)

Michelle E. Smith

Executive Officer
Complete Streets and Highways

Transit and Active Transportation Projects



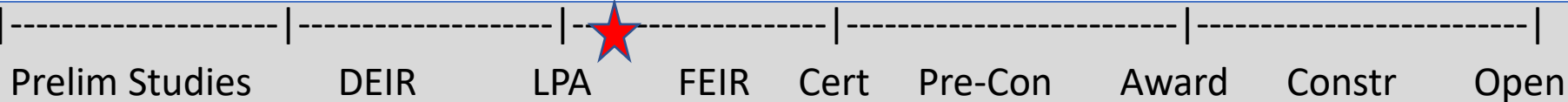
> Major Pillar Projects

- (1) C Line Extension to Torrance
- (2) Sepulveda Transit Corridor
- (3) Eastside Transit Corridor Phase 2

> Other Projects in Planning

- Vermont Transit Corridor
- Rail to River Active Transportation Corridor
- Los Angeles River Path
- E. San Fernando Valley Shared ROW
- K Line Northern Extension

C (Green) Line Extension to Torrance

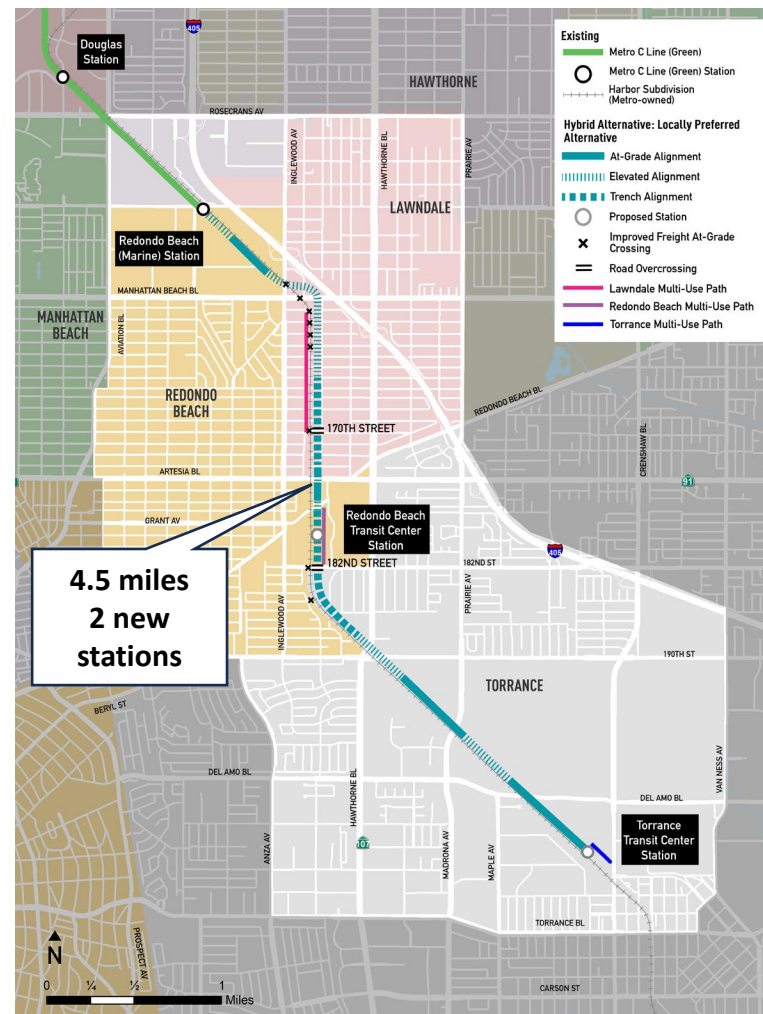


Recent Activities

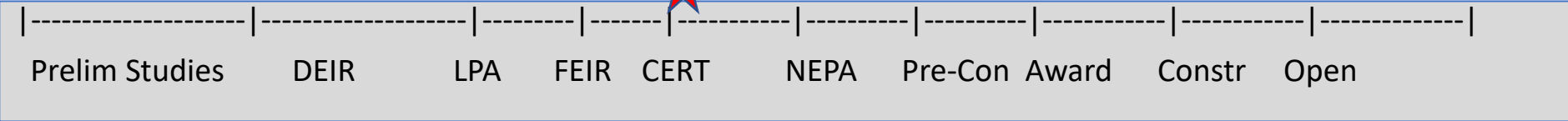
- Briefings to Board staff, city staff, agencies
- Preparation of Final EIR under CEQA
- Updates to community on project steps (letter, e-blasts, regional online newsletters)
- Notification to residents/businesses and city staff in project area of upcoming field work needed to respond to public comments (i.e., property survey to confirm ROW width and project footprint)

Next Actions

- Complete field work and studies to respond to public comments on Draft EIR
- Update engineering drawings for Hybrid Alternative (LPA)
- Refine cost estimates and funding plan for LPA

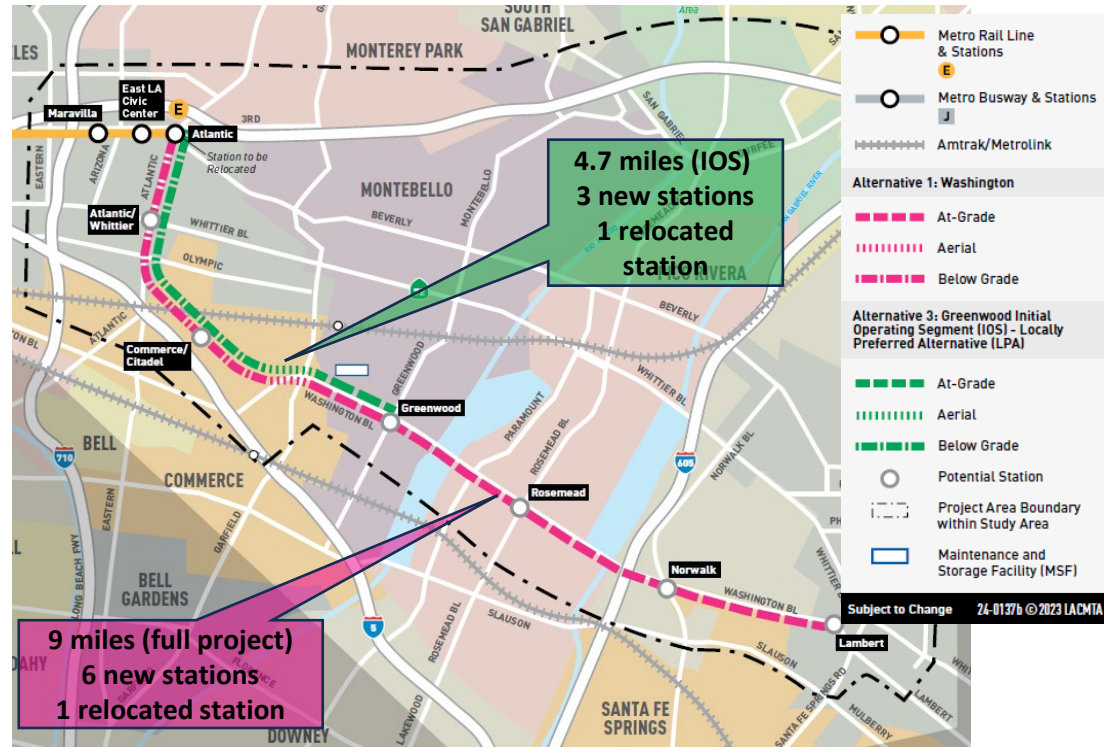


Eastside Transit Corridor Phase 2



Recent Activities

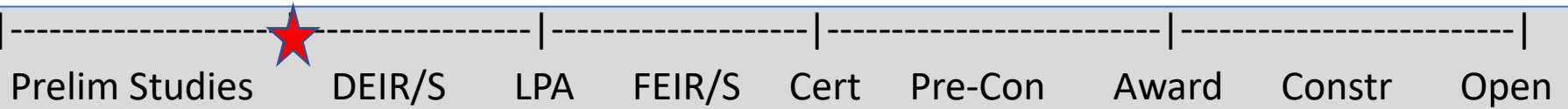
- Oct 2024: FLM plan adopted; initiation of 30% design for IOS
- Requested entry into NEPA w. FTA
- CTC programming of \$34M for PS&E
- PMSSC RFP release (in blackout)
- Utility potholing in Montebello, Commerce, and East Los Angeles
- Continuation of the maintenance storage facility refinement study
- Ongoing coordination with corridor cities, utility owners (35), railroads (BNSF and UP) on utility design, cooperative agreements, and preparation for geotechnical investigations



Next Actions

- Community meetings in East LA, Commerce, Montebello and virtual
- Coordinate with GCCOG to initiate a city manager technical advisory committee in early 2025

Sepulveda Transit Corridor



Recent Activities

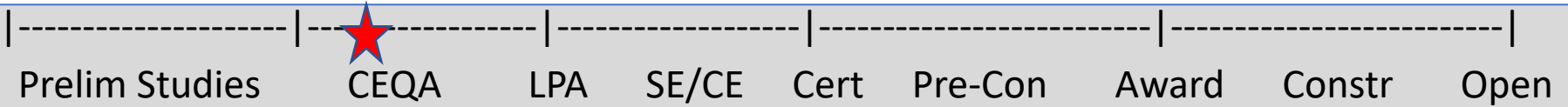
- Completed environmental technical analyses and draft chapters
- Review of Administrative Draft EIR
- Coordination with FTA on Planning and Environmental Linkages (PEL) study
- Development of cost information

Next Actions

- January/February (tent.): Ongoing public outreach including community meetings
- Early 2025: Draft EIR release anticipated for public review



Vermont Transit Corridor



Recent Activities

- Dec 2024: Conducted 5 community meetings (3 in-person & 2 virtual) to:
 - Provide updates on near-term service improvements and mid-term BRT
 - Present and receive comments on SB 922 documents: Racial Equity Analysis, Residential Displacement Analysis, Business Case Study
 - Had a total of 325 meeting participants
- Dec 2024: Requested entry into Project Development for Small Starts funding program

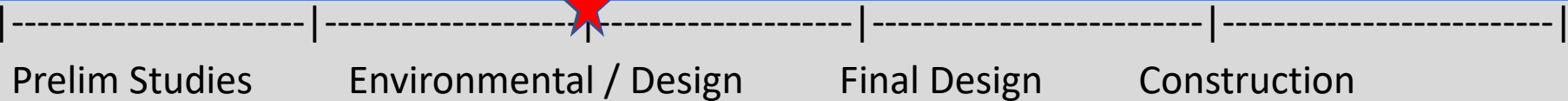
Next Actions

- Coordination with FTA on path for NEPA clearance
- Early 2025 – Seek Board approval of LPA & concurrence that project is exempt from CEQA



Rail to River Active Transportation Corridor

Segment B



Recent Activities

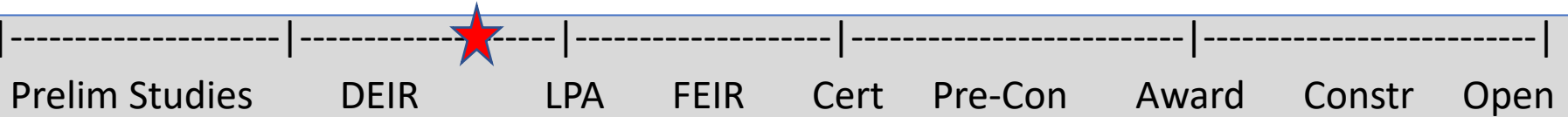
- Project coordination meetings with corridor cities, other related project teams, and third-parties
- Receive input from Randolph Corridor AT Project, corridor cities, and third-parties on proposed design concepts



Next Actions

- January 2025 – three Community meetings (2 in-person, 1 virtual)

Los Angeles River Path



Recent Activities

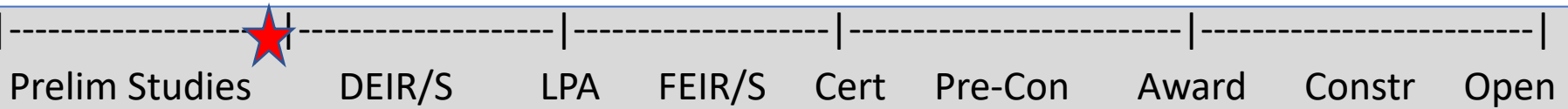
- Oct: Project Update to LA River Cooperation Committee
- Completion of Admin Draft EIR review
- Briefings for Board Offices, City of LA and other agencies on upcoming release of Draft EIR
- Development of Board Box memo with update on Draft EIR status, phasing, responsible agencies, and next steps



Next Actions

- Anticipated release of DEIR in early 2025
- Develop consensus on responsible parties for design, construction, operations and maintenance

East San Fernando Valley Shared ROW Study



Recent Activities

- Coordination with parking study, ESFV LRT Project, Program Management, and service planning
- Finalized technical work on cost estimation
- Briefing for Metrolink on the upcoming study release



Next Actions

- Schedule community engagement activities to share study findings

K Line Northern Extension

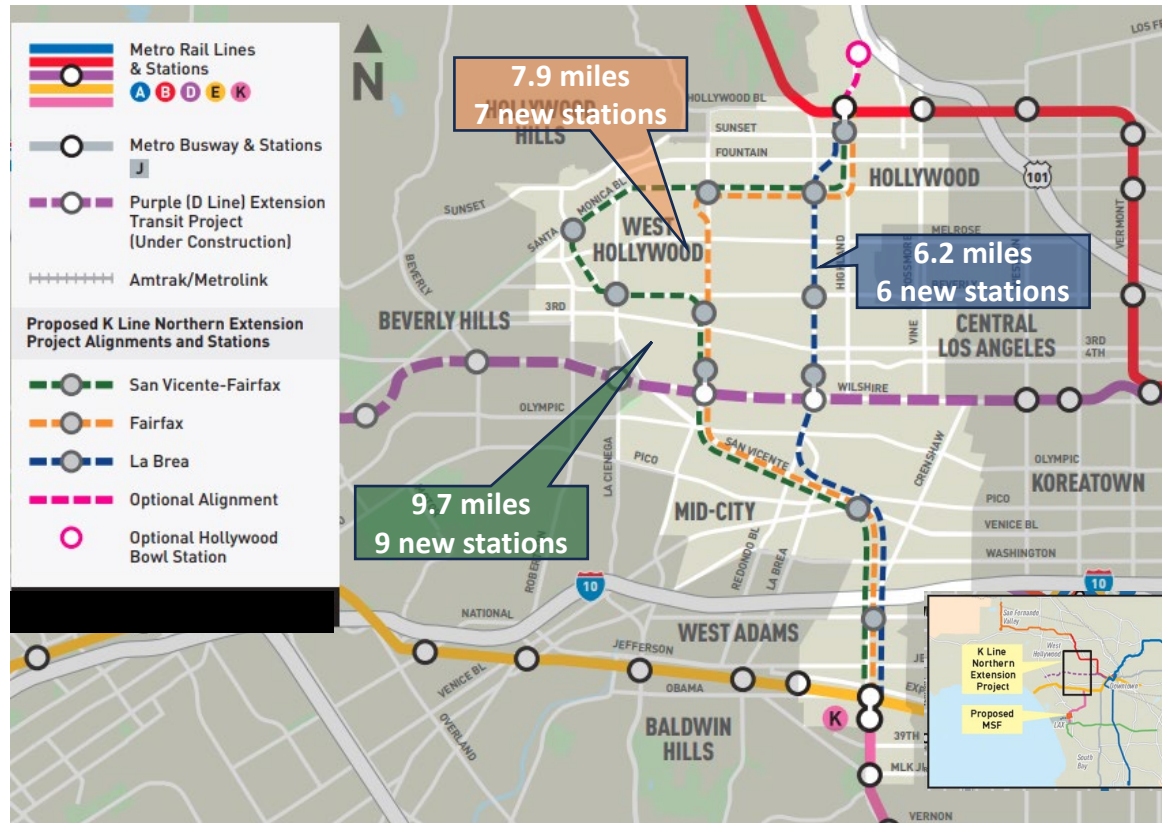


Recent Activities

- October: Board approval of contract modifications to study tunnel alignment options under Mid-City neighborhoods and conduct additional outreach
- Reviewing comments received on Draft EIR
- Conducting informational meetings with stakeholders and elected officials

Next Actions

- Complete additional alignment analysis and research in response to community concerns of proposed tunnels under residential neighborhoods and HPOZ
- Share findings with stakeholders to receive input on project



Quarterly Major Projects Report

Complete Streets & Highway Projects

Presented by Michelle E. Smith
Executive Officer, Complete Streets & Highways

January 15, 2025

I-605 Corridor Improvement Project (I-605 CIP)

(I-10 to I-105)

Status/Schedule

- Current Phase: Draft EIR/EIS paused.
- Community Engagement: Re-engagement meetings and stakeholder briefings held in Summer 2024.
- Next Major Milestone: At January Board meeting, seek approval to advance project development.

Purpose and Need

- Safety and operational deficiencies, lack of multimodal transportation options.
 - 3,329 collisions occurred within I-605 project limits: 1,771 on SR-60, 2,387 on I-10, 375 on I-105, and 990 on I-5 between July 2012 and June 2015

Scope

- Convert HOV to ExpressLane (one or two EL or HOV).
- Bicycle, pedestrian, and equestrian trail improvements.
- Roadway connections to transit stations.
- Transportation System Management and Transportation Demand Management strategies.

Project Benefits

- Working with the community to address equity needs.
- Enhance local and regional connectivity and access; increase person throughput while avoiding residential displacements.



Challenges

- Some partial right of way may be needed.
- Project alternatives are partially funded.

Metro & Caltrans Roles

- Metro: Project Sponsor for environmental phase.
- Caltrans: California Environmental Quality Act/National Environmental Policy Act [CEQA/NEPA] Lead.

I-605/Beverly Boulevard Interchange Improvements

91/605/405 Hot Spots Program

Status/Schedule

- Current Phase: Pre-construction with Program Management.
- Community Engagement: Ongoing pre-construction community meetings and briefings with project stakeholders.
- Next Major Milestone: Begin construction expected by late 2025.

Purpose and Need

- Address safety and operational deficiencies at the ramps, mainline, and local interchange at Beverly Boulevard (346 collisions occurred within the project limits from January 2016 to December 2018).

Scope

- Implement diamond interchange design and signalize intersection.
- New 5 ft shoulder on overcrossing that can accommodate future Class II bicycle lane.
- 400 linear feet of new high visibility continental crosswalks, a wider sidewalk, and new ADA ramps.
- High visibility traffic signals at newly constructed intersection.

Project Benefits

- Improve safety and southbound operations by eliminating short “weaving” length between existing loop ramps.
- Allow safe right and left turn movements on local arterials.
- Optimize traffic signal operations.
- Improve overall safety, mobility, and pedestrian access.



Metro & Caltrans Roles

- Metro: Project Sponsor and Construction lead.
- Caltrans: Construction oversight.

I-605/Valley Boulevard Interchange Improvements

91/605/405 Hot Spots Program

Status/Schedule

- Current Phase: Final design be completed/approved by March 2025. Begin Construction expected by October 2025.
- Community Engagement: COG to convene pre-construction meetings.

Purpose and Need

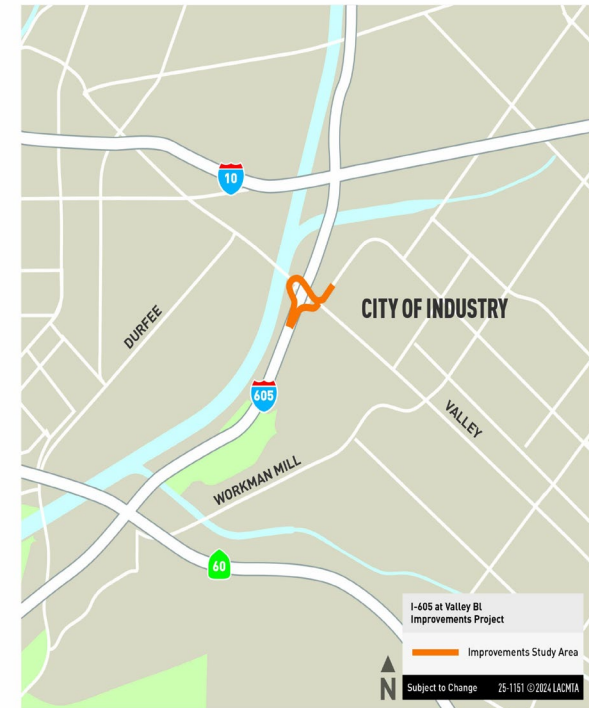
- Improve safety and mobility due to high collision rates caused by weaving conflicts, freeway and ramp queuing, and congestion. (1,126 collisions occurred within the project limits from 2016 to 2018).

Scope

- Reconfigure ramps, upgrade & coordinate traffic/railroad signals.
- Upgrade ADA infrastructure (curb ramps, sidewalks, and pedestrian pathways) and rehab adjacent local roads.
- Install pedestrian gates at railroad crossings, special signals, shorter crosswalk, and median island refuge.

Project Benefits

- Reduce collisions, congestion, weaving conflicts, and queuing.
- Enhance pedestrian access and safety.
- Provide better truck access/maneuverability along freeway ramps.
- Improved railroad safety to reduce the potential for pedestrian, vehicular, and train (freight and passenger) conflicts.



Metro & Caltrans Roles

- Caltrans provides oversight of environmental and design tasks led by Metro contractor.
- San Gabriel Valley COG to build project.

SR-91 Westbound Improvements (Alondra to Shoemaker)

91/605/405 Hot Spots Program

Status/Schedule

- Project being transitioned to Program Management (PM).
- PM preparing pre-bid package.
- Ongoing pre-construction outreach.
- Begin construction expected by Fall 2025.

Purpose and Need

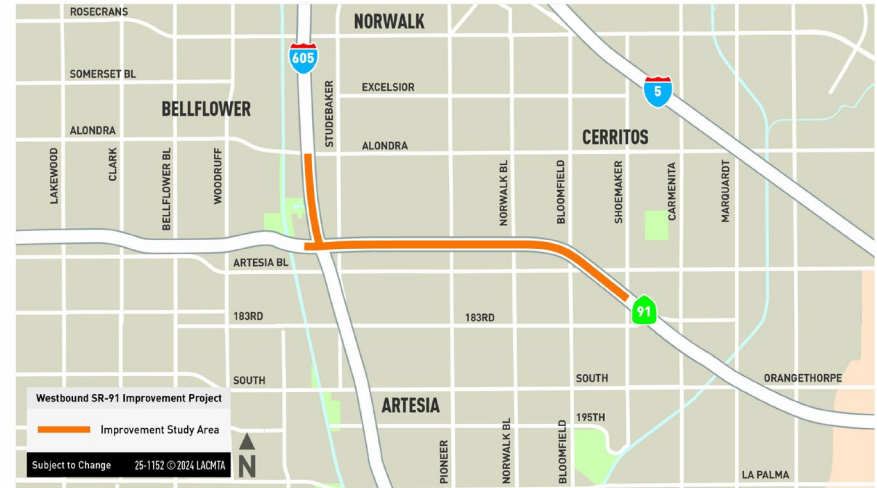
- Address existing safety and weaving conflicts (1,177 collisions occurred within the project limits between January 2012 and December 2014).

Scope

- Reconfigure interchanges.
- Reconstruct Gridley Rd and Bloomfield Blvd overcrossings.
- Construct soundwalls.
- New 200 linear foot bicycle lane.
- ADA upgrades and sidewalk improvements.

Project Benefits

- Provide multimodal options.
- Enhance pedestrian safety and access.
- Improve overall safety and mobility.



Metro & Caltrans Roles

- Metro: Project Sponsor and Construction lead.
- Caltrans: to Construct or construction oversight.

Challenges

- Updating Caltrans latest design upgrades.
- Prepare construction phase transition to Caltrans

SR-91 Improvements (Central to Acacia)

91/605/405 Hot Spots Program

Status/Schedule

- Current Phase: Design.
- Community Engagement: On hold.
- Next Major Milestone: Construction on hold.

Purpose and Need

- Reduce number of ingress/egress points along the freeway mainline.
- Address existing safety and weaving conflicts caused by short weaving distances (615 collisions occurred within the project limits between April 2016 and March 2019).

Scope

- Build collector-distributor road along SR-91 from Central and Wilmington Aves to Acacia Ct interchange.
- Class II buffered bicycle lane along Artesia Blvd (between Central Ave and Acacia Ct), and on Albertoni St (between Lysander Dr and Central Ave).
- ADA-compliant curb ramps at all intersections, high-visibility crosswalks, sidewalk upgrades, and LED lighting.



Project Benefits

- Enhanced pedestrian safety and access.
- Improve overall safety and mobility.

Metro & Caltrans Roles

- Caltrans provides oversight of design tasks led by Metro.

Challenges

- Project on hold until Measure M accrues funding (FY30).

I-405 Auxiliary Lanes (I-105 to Artesia Boulevard)

I-405 South Bay Curve Improvements

Status/Schedule

- Design reviews (95%) + discussions about awarding, advertising, and administering the construction contract are underway with Caltrans.

Purpose and Need

- Improve safety and operations by reducing conflicts at high congestion on/off ramp locations and by providing auxiliary lane improvements between freeway on/off ramps within Caltrans ROW.
 - 1,141 of collisions occurred within the project limits between January 2016 and December 2018.

Scope

- Complete final design and ROW certification of the auxiliary lanes and a lane extension along SB I-405 between I-105 connector and the off ramp to eastbound Rosecrans Avenue within project limits.
- New high visibility crosswalks, pedestrian flashing beacons, and cyclist signage.
- New transit stops.

Project Benefits

- Provide multimodal options.
- Enhance pedestrian & cyclist safety and access.
- Improve overall safety and mobility.



Metro & Caltrans Roles

- Caltrans provides oversight of design tasks led by Metro.

Challenges

- Construction not fully funded.

I-405 Improvements (I-110 to Wilmington Avenue)

I-405 South Bay Curve Improvements

Status/Schedule

- Current Phase: Environmental Phase. Caltrans is reviewing and approving technical studies to support DEIR/EA.
- Community Engagement: Scoping period completed in October 2024. Additional engagement expected in Summer 2025.
- Next Major Milestone: Circulation of Draft Environmental document expected in early 2026.

Purpose and Need

- Traffic safety and operational needs.
 - From April 2020 to March 2023, 612 collisions (278 NB and 334 SB) occurred within the project limits, and of these, over 75% were rear-end and sideswipe, indicating congestion.

Scope

- Build four auxiliary lanes (2 northbound & 2 southbound).
- New high-visibility crosswalks, pedestrian flashing beacons, and cyclist signage.
- Transportation System Management and Transportation Demand Management (TSM/TDM) strategies.

Project Benefits

- Improve overall mobility and safety for pedestrians, cyclists, and vehicular travel.



Challenges

- Construction not fully funded

Metro & Caltrans Roles

- Metro: Project Sponsor for environmental phase.
- Caltrans: CEQA/NEPA lead.

SR-14 North Los Angeles County Safety & Mobility Improvements (Newhall Avenue Undercrossing to Pearblossom Highway)

Status/Schedule

- Current Phase: Environmental phase. Caltrans is reviewing and approving technical studies to support DEIR/EA.
- Community Engagement: Scoping Period completed in December 2024. Additional engagement expected in Fall 2026.
- Next Major Milestone: Circulation of Draft Environmental document expected in late 2026.

Purpose and Need

- Data from January 2020 to December 2022
- NB (Newhall Rd to Placerita Canyon Rd and SB Soledad Canyon Rd to Sand Canyon Rd) had higher fatal collision rates than the statewide average.
- Identified rear-end and sideswipe collisions make up 70% of collisions along the corridor.

Scope

- Obtain PA/ED clearance for Preferred Alternative that focuses on improving safety.
- Reconfigure existing lanes that have short gaps/weaving distances and address lane gaps.
- TSM/TDM strategies (including complete street elements), safety design refinements, and a truck climbing/descending lane.



Project Benefits

- Multimodal options to provide increased access, connectivity, and improved safety.
- Improve overall mobility and safety.

Challenges

- VMT analysis and potential mitigation to be determined.

Metro & Caltrans Roles

- Metro: Project Sponsor for environmental phase.
- Caltrans: CEQA/NEPA lead.

City of Malibu Projects on the Pacific Coast Highway

Measure R Pacific Coast Highway (PCH) Projects

Malibu PCH Median and Channelization Project

- Construction of raised medians on PCH from Webb Way to Puerco Canyon Road completed in August 2024.

Malibu PCH Signal Synchronization Project

- Metro and Malibu executed an amendment in October 2024 to extend the lapse date and program additional funds.
- Proposed improvements extend from John Tyler Drive to Topanga Canyon Road.
- Construction is underway and expected to be completed in December 2025.

Malibu PCH Trancas Canyon Road Intersection Improvements

- Proposed improvements include a new right turn lane along westbound PCH and traffic signal updates.
- The Project is in the design phase and expected to be completed in Spring 2025.
- City cannot start project until Caltrans completes the Trancas Bridge replacement project.

Malibu PCH and Las Flores/Rambla Pacifico Intersection Improvements

- Proposed improvements include safety and efficiency improvements to improve traffic circulation, reduce collisions, provide safer access for pedestrians.
- It is anticipated the environmental phase of Project will begin in Spring 2025.



Caltrans Safety Improvements on the Pacific Coast Highway

Pacific Coast Highway (PCH) Master Plan

- The PCH Master Plan Feasibility Study Overview
 - Website: <https://engage.dot.ca.gov/07-pchmpfeasibilitystudy>
 - Purpose: The purpose of this Study is to identify potential transportation improvements to improve safety and connectivity for all PCH users, which will also support and maintain Malibu's beachside character. As part of the analysis, the roadway's existing conditions, stakeholder and community outreach, feasibility, and estimated construction costs of the proposed recommendations were evaluated.
- Public Engagement and Stakeholder Coordination
 - Three rounds of public workshops
 - **Round One** (July 2024) (complete) - three public workshops (in-person and virtual) to identify the community's safety priorities.
 - **Round Two** (August - September 2024) (complete) - three public workshops (in-person and virtual) focused on presenting and soliciting feedback on design alternatives and other recommendations to improve safety on PCH.
 - **Round Three** (December 2024) - one public workshop (in-person) to present the Draft Report for a 30-day public review and comment period.
 - Stakeholder Coordination
 - Over a dozen stakeholder meetings were conducted throughout Study development to inform stakeholders of the Study's goals and objectives, identify critical priorities, and address potential concerns.
 - Stakeholders included representatives from local government, emergency services, environmental groups, local businesses, and community organizations.
 - Over 1,300 respondents completed the survey and provided over 1,300 additional comments.
- Recommendations
 - The Study's recommendations include roundabouts, sidewalk gap closures, bicycle facilities, traffic calming devices, crosswalks, angled parking, community gateways, etc.
 - Short-term (1-10 years), Medium-term (10-20 years), and Long-term (20+ years) project tiers.
- PCH Master Plan Feasibility Study Delivery Schedule
 - Final Report delivery is scheduled for early February 2025.



Board Report

File #: 2024-0536, File Type: Project

Agenda Number: 11.

PLANNING AND PROGRAMMING COMMITTEE
JANUARY 15, 2025
EXECUTIVE MANAGEMENT COMMITTEE
JANUARY 16, 2025

SUBJECT: I-605 CORRIDOR IMPROVEMENT PROJECT (CIP) - MOTION 42 FINAL REPORT

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

- A. RECEIVING AND FILING the I-605 CIP Community Outreach Summary Report (Attachment A) that describes the community reengagement meetings that were held to present revised alternatives and findings in accordance with Board Motion 42 (Attachment B); and
- B. REAUTHORIZING the work that is needed to re-initiate the environmental review phase of the I-605 CIP with an emphasis on safety and multimodal projects, with the understanding that all Alternatives may be subject to Vehicle Miles Traveled (VMT) mitigation analysis except Alternative 2.

ISSUE

In response to Motion 42 (approved in October 2020 by Directors Solis, Hahn, Garcia, Fasana, Garcetti, and Bonin), which held the release of the I-605 CIP Draft Environmental Impact Report and Environmental Impact Statement (Draft EIR/EIS), staff worked to redefine the I-605 CIP project alternatives to minimize right-of-way impacts, align with various local and state policies and plans related to equity, greenhouse gas emissions, and vehicle miles traveled. During this time, staff engaged with the San Gabriel Valley and Gateway Cities Councils of Governments, the I-5 Joint Powers Authority, the County of Los Angeles, corridor cities, and community stakeholders through a series of public meetings to refine the project’s purpose and need.

As stated in Motion 42, staff must provide a final report on suggestions for other I-605 build alternatives that include input from community re-engagement/ Metro staff must obtain Board approval prior to resuming work on the environmental phase for the retooled I-605 CIP.

BACKGROUND

I-605 is a major north south regional freeway in Los Angeles County used for interregional travel and goods movement. The I-605 freeway, constructed in 1964, currently experiences chokepoints, congestion, and conflicts largely due to traffic increases resulting from significant population and goods movement growth. The facility was built before the Americans with Disabilities Act (ADA) was passed into law, which poses safety and mobility challenges for the communities the freeway bisects, particularly at on/off-ramps and underpasses. The facility needs to be upgraded to meet today's safety, operational, and multimodal needs.

The I-605 CIP extends from the I-10 to I-105. In October 2016, the I-605 CIP environmental review process was started to identify project alternatives/solutions that warranted further study in the Draft EIR/EIS. Thirteen community engagement meetings were held from 2018 to 2020 to inform and gather input from the public, and technical reports were developed in consultation with stakeholders. Originally, the I-605 CIP proposed modifications to a 16-mile segment of the freeway from the I-10 to the I-105, including auxiliary lanes, general-purpose lanes, high-occupancy vehicle (HOV) lanes, and ExpressLanes. The subsequent original build alternatives, although included multi-modal elements, focused on a full build-out of the I-605 and upgrade of existing facilities beyond the current Caltrans ROW.

Original Project Alternatives

1. Existing conditions (no build).
2. Convert the existing HOV lanes to ExpressLanes, add a general-purpose (GP) lane in each direction, and incorporate Transportation System Management (TSM) and Transportation Demand Management (TDM) /multimodal improvements.
3. Convert the existing HOV lanes to ExpressLanes, add an additional ExpressLane in each direction, and incorporate TSM/TDM and multimodal improvements.
4. Maintain the existing HOV lanes, add a second HOV lane in each direction, and incorporate TSM/TDM and multimodal improvements.

In October 2020, the Board approved Motion 42, which delayed the release of the Draft EIR/EIS due to concerns over residential displacement impacts and requested community re-engagement to help inform the public about Motion 42 mandates such as revised design alternatives.

Since the adoption of Motion 42, Metro and Caltrans have undergone executive management changes and adopted policies that require revising the project alternatives that were previously introduced for the I-605 CIP as well as the overall planning approach. Collectively, these policy changes laid the groundwork for the Climate Action Plan for Transportation Infrastructure (CAPTI). This policy, as well as other subsequent Caltrans policies, are designed to be a holistic framework for aligning state transportation investments with the state's climate, health, and social equity goals. The framework includes overarching guiding principles as well as investment strategies to guide the corresponding actions. This includes promoting walking, biking, transit, and other modes of active transportation that improve the health of Californians and reduce our dependence on driving and the overall number of vehicle miles traveled (VMT).

In October 2021, Metro's Chief Executive Officer reorganized the Countywide Planning & Development Department by creating a Multimodal Integrated Planning division and directed the development of Metro's Objectives for Multimodal Highway Investments policy , which was adopted

by the Board in June 2022. The Multimodal Integrated Planning division integrates planning for highways, complete streets, active transportation, regional rail, freight, parking, and long-range transportation projects to account for the multimodal nature of travel in Los Angeles County, such as along the I-605 corridor.

DISCUSSION

Over the years, staff has provided updates to activities in response to Motion 42 via Board boxes in July 2022, January 2023, and May 2024 regarding project design refinements that have been developed to avoid residential displacements; multimodal concepts that have been added to provide more mobility options; designs that are aligned with recent state and local policies (including requisite VMT analysis and mitigation); and project briefings/meetings that were conducted for project stakeholders and the community; all of which are described in greater detail in the following sections:

Project Design Refinements

In response to Motion 42, staff collaborated with Caltrans to update the project alternatives while preserving safety and mobility enhancements. The refined project alternatives reduce the freeway design footprint compared to the original alternatives by adjusting shoulder and lane width profiles and ensuring they remain within Caltrans' existing right-of-way to prevent residential displacements. There are no proposed residential displacements identified for any of the new build alternatives. Partial acquisitions, commercial acquisitions, and temporary construction easements are all anticipated. However they are primarily located at specific on/off ramp improvements which represent about 20% or 1,355 of collisions within the project limits based on the Caltrans Collision data (2012-2015). If Metro staff were authorized to proceed, continued design refinements with community input would be made to further reduce the need for these real estate activities.

- **Alternative 1**: Existing conditions (No Build).
- **Alternative 2** (Modified): Convert the existing HOV lanes into ExpressLanes and incorporate multimodal and additional Transportation System Management/Transportation Demand Management (TSM/TDM) improvements.
- **Alternative 3**: Convert the existing HOV lanes into ExpressLanes, add an additional ExpressLane in each direction, and incorporate multimodal and additional TSM/TDM improvements.
- **Alternative 4**: Maintain the existing HOV lanes, add a second HOV lane in each direction, and incorporate multimodal and additional TSM/TDM improvements.)

The updated alternatives align with Metro's objectives for multimodal highway investment and recent Caltrans policies. Alternatives 2, 3, and 4 all include multimodal and TSM/TDM improvements. There are no general purpose lanes proposed in any of the revised alternatives. The revised (modified) Alternative 2 eliminates the GP lane, as Metro and Caltrans are prioritizing managed lanes to reduce congestion and encourage carpooling, vanpooling, and transit use. Moreover, the revised (modified) Alternative 2 would not trigger the State-required VMT analysis as it does not add a lane or expand the freeway footprint. Alternatives 2 and 3 both include incorporating ExpressLanes, which would generate revenue for multimodal investments along the I-605 corridor. Alternative 4 addresses prioritizing passenger throughput by adding a second HOV lane that will serve buses, carpools, and vanpools traveling along the freeway.

Safety enhancements continue to be a key focus of the draft alternatives under development. The most congested section of the project area-the I-605/105/5 interchange- narrows from five to four lanes, leading to vehicle conflicts from merging and weaving. The outdated design of the facility contributes to collisions and fatalities throughout the corridor. Crash severity data from 2019 to 2023 is provided in Attachment C.

Integrating TSM/TDM and Safety Elements

Each revised build alternative incorporates TSM/TDM strategies to optimize the efficiency of the existing roadway infrastructure without increasing capacity. TSM/TDM measures include intersection upgrades, improved traffic signals, enhanced signage and lighting, and strategies prioritizing managed lanes, transit options, and ridesharing. Detailed analysis of TSM/TDM strategies suitable for the I-605 corridor will be conducted if the environmental review process resumes. Community input will be sought throughout the environmental review phase at major milestones.

Multimodal Elements

Multimodal elements-such as bicycle, pedestrian, and equestrian facilities, ridesharing options, connections to transit hubs and mobility hubs, park-and-ride facilities, and transit routes-can be effectively implemented. For example, stakeholders have suggested incorporating additional lighting on bridge overcrossings and trail access points.

To enhance safety, staff are considering redesigning intersections to align with all on- and off-ramps, reducing potential vehicular conflicts and improving access. Additionally, staff propose adding green markings to bike lanes in on- and off-ramp areas for increased visibility and safety, with broken markings in designated conflict zones.

In collaboration with local agencies, staff are also evaluating updates to standard crosswalk markings, such as using “continental” crosswalk designs, and the installation of signal detectors capable of identifying bicycles, consistent with Caltrans’ Traffic Operations Policy Directive 09-06.

Trail access improvements, such as enhanced lighting at the San Jose Creek Pedestrian/Equestrian Trail along the north side of the creek, are also under consideration as part of the San Gabriel Valley Greenway Network. Examples and numbers of locations are already identified in ATTACHMENT D- Proposed Complete Street and Multimodal Elements.

Focus on Near-Term Multimodal Improvements

If granted approval by the Board, the project alternatives with integrated multimodal improvements would undergo environmental clearance, enabling these components to be independently implemented by local agencies. This phased approach would allow local agencies to access Measure R and Measure M funds separately from highway funds as well as other funding sources, addressing local transportation needs more effectively. By coordinating context-sensitive solutions with freeway upgrades, the project aims to improve connectivity between freeway ramps and nearby local networks, promoting smoother transitions and safer travel.

State and Local Policies

The retooled I-605 CIP is aligned with state and local goals and policies, in addition to Metro's goals for multimodal highway investments. For example, the retooled I-605 CIP is consistent with Caltrans' Strategic Plan and the Climate Action Plan for Transportation Infrastructure (CAPTI, July 2021), which supports Complete Streets and Highways concepts as well as the State's VMT policy. Caltrans has indicated the retooled I-605 CIP will likely require VMT analysis and mitigation if the selected Preferred Alternative results in highway system expansion. Potential VMT mitigation measures, which could prove to be costly, might include new bus routes/lanes, joint development projects, increased bus service, or Metrolink service expansion.

Moreover, the retooled I-605 CIP's Purpose and Need will reflect these policies and align with local community concerns and priorities. Efforts such as renaming the I-605 CIP to encompass the project's multimodal nature and not just the highway may help build local support and trust while revising the goals outlined in Motion 42. Additionally, the 605 CIP Expresslane is consistent with the SCAG Regional Transportation Plan.

Community/Stakeholder Briefings/Meetings

In the summer of 2024, Metro hosted six stakeholder and community update meetings to present the reimagined I-605 CIP and revised alternatives, answer questions and gather input. The series of meetings began on July 9 and culminated on August 29, with five meetings held in person in the cities of Downey, El Monte, La Puente (Avocado Heights - unincorporated LA County), Norwalk, and Pico Rivera. One meeting was held virtually as a webinar via the Zoom online meeting platform. The webinar video is available for viewing for those with access to the internet, via the Metro Project website: www.metro.net/projects/i-605-corridor-improvement-project/ <<http://www.metro.net/projects/i-605-corridor-improvement-project/>>.

The community meetings provided an update on the I-605 CIP and allowed staff to gauge the community's level of interest based on their concerns and the comments that were solicited about the revised project alternatives that avoid residential property acquisitions. The in-person meetings followed the same format beginning with a 30-minute open house segment to allow attendees to learn about the Project, view exhibits, and speak with the Project team. The open house was followed by a presentation with a question and answer session.

Each meeting in-person was held in the evening to allow residents and commuters the opportunity to attend after their workday. The virtual meeting was held midday during lunchtime. The Project team collaborated closely with corridor city staff, the Gateway Cities Council of Governments, the offices of Supervisor Solis (SD-1) and Supervisor Hahn (SD-4), Metro Director Fernando Dutra, and Community Based Organizations (CBO) to develop and implement a robust public outreach strategy. This strategy included providing project materials in English and Spanish, with simultaneous interpretation provided at meetings to ensure broad participation.

Table 1, shown below, summarizes the attendance and participation for all the stakeholder and community update meetings.

Additional outreach efforts included:

- Presentations at Metro's Technical Advisory Committee (TAC) meeting and the Gateway Cities Council of Governments TAC meetings.

- Distributing 4,475 sets of factsheets and meeting flyers (in English and Spanish) at CBO events.
- Posting information on the project website which received 9,719 visits.
- Mailing 33,936 postcards to businesses and homes within 1,000-foot radius of the project area.
- Issuing three media press releases in English.
- Organizing and setting up 10 CBO pop-up events and information booths, with more than 1,500 interactions and handing out flyers during the events (more than 460 people signed up for project updates).
- A Spanish language interpreter was available for the attendees during the meetings.

Table 1

Meeting Date & Time	Meeting Location	Attendance	No. of Comments Submitted
Tuesday, July 9, 2024 6:00-7:30 PM	The Reagan Banquet Center 9545 Washburn Road Downey, CA 90242	63	16
Wednesday, July 10, 2024 6:00-7:30 PM	Pico Rivera Golf Course 3260 Fairway Drive Pico Rivera, CA 90660	51	36
Thursday, July 11, 2024 5:30-7:30 PM	Lambert Park Auditorium 11431 McGirk Avenue El Monte, CA 91732	19	9
Tuesday, July 16, 2024 12:00-1:30 PM	Virtual Meeting	94	89
Thursday, July 18, 2024 6:00-7:30 PM	Cerritos College, Fine Arts Building 11110 Alondra Boulevard Norwalk, CA 90650	22	21
Thursday, August 29, 2024 6:00-8:00 PM	San Angelo Park 245 S. San Angelo Avenue La Puente, CA 91746	58	31
TOTAL		307	202

Several days after the meetings, an e-mail blast was sent to all meeting attendees (who provided their email addresses) and all stakeholders in the I-605 CIP database. The email invited everyone to send additional comments and view all meeting materials, including the presentation, factsheet and frequently asked questions and answers, which were also available on the Project website.

Over 300 participants provided more than 200 total public comments during the meeting series. The key points/issues raised were:

- Concerns regarding right-of-way (ROW) acquisitions (specifically details about no partial and commercial property acquisitions).

- Opposition to freeway expansion.
- Freeway noise (concerns due to inadequate soundwall height).
- Potential construction impacts on surrounding areas.
- Safety concerns related to roadway geometric deficiencies (especially at the I-105 and Studebaker intersection).
- Bike lane safety issues such as better lighting at San Gabriel River access points.
- Support for alternatives like carpool and High-Occupancy Toll (HOT) lanes without the need for acquisitions or freeway expansion and avoiding increased congestion.
- Issues related to single-occupancy vehicle use in HOT lanes.
- Questions on how Metro can address induced demand and VMT.
- Recommendations to eliminate bottlenecks at local interchanges.
- Consider climate change in the planning process (heat island effect).

CBO Engagement

CBO engagement was used to target outreach to Equity Focus Communities (EFC) along the corridor and within the project limits. Metro contracted North Star Alliances (NSA) to lead a strategic community engagement campaign that is supported by CBO partners that use “boots-on-the ground” to expand outreach efforts to a greater number of constituents. Pop-ups were held in the cities of Downey, Whittier, Baldwin Park, Pico Rivera, Norwalk, El Monte, and La Puente (Avocado Heights adjacent). In addition, project notices in the form of flyers and posters, door-to-door notices, e-blasts/e-newsletters, and notification toolkits were used to inform the public and project stakeholders.

NSA, the CBO administrator, successfully onboarded five CBOs as part of its CBO Partnership Program. This collaborative initiative aimed to leverage the extensive networks and local insights of these organizations to effectively disseminate information regarding the project.

The five CBOs are:

1. Mujeres Unidas Sirviendo Activamente (MUSA)
2. Rancho Los Amigos National Rehabilitation Center
3. Rio Hondo College
4. Streets Are For Everyone (SAFE)
5. Uptown Whittier Family YMCA

The CBO Partnership Program provided additional opportunities for the public to participate in the engagement process. To best target commuters in the area, bilingual English and Spanish meeting flyers were disseminated to inform project stakeholders about the nine community events that were being held throughout the corridor cities.

These efforts not only ensured widespread dissemination of project-related information, but also fostered an inclusive environment where community members could engage, inquire, and provide feedback on the I-605 CIP, while building relationships and strengthening the bond between Metro and the communities it serves. Through the CBO Partnership Program’s efforts, at least 34,921 community members within the corridor have been engaged to date.

The community engagement, events, and pop-ups occurred at:

-
- Rio Hondo College (Whittier) on June 12, 2024
 - Business Expo (DoubleTree Hotel, Whittier) on June 18, 2024
 - Rancho Los Amigos Farmers Market (Downey) on June 27, 2024
 - Marvel Day Market (Baldwin Park) on July 6, 2024
 - Pico Rivera Farmer's Market on July 10, 2024
 - Norwalk Summer Nights on July 17, 2024
 - Parks After Dark (Avocado Heights / La Puente) on July 25, 2024
 - Parks After Dark (Avocado Heights / La Puente) on August 1, 2024
 - LA Care Back to School Event (El Monte) on August 9, 2024
 - Ready, Set, Backpack (El Monte) on August 22, 2024

Community input on Safety Improvements

Several comments highlighted safety concerns related to traffic, intersections, and potential impacts on nearby schools, parks, and residential areas. For example, one commenter noted that the I-605 South exit at Whittier Blvd. poses a risk for cars making sharp turns onto Esperanza Ave. Addressing these safety concerns through a combination of freeway safety improvements and complete street enhancements creates a balanced approach to safety, integrated approach to multimodal elements, benefiting all road users—drivers, pedestrians, cyclists, and transit riders.

There are about 33 freeway segments along the 16-mile project corridor that need safety improvements based on collision data. In addition, there are approximately 15 major intersections adjacent to the I-605 freeway between the I-105 and I-10 freeways. Enhancing freeway safety helps contain freeway traffic, reducing the likelihood of vehicles diverting onto local streets due to incidents or congestion. This helps preserve neighborhood streets for local use, reinforcing the effectiveness of complete street designs. Improvements to freeway safety can reduce collisions and promote smoother traffic flow, minimizing sudden slowdowns and lessening the chance of diversion to surface streets. Meanwhile, complete street enhancements—such as safer pedestrian crossings, dedicated bike lanes, and improved sidewalks—offer organized, secure routes for all surface street users, supporting smooth traffic flow and reducing congestion.

Together, these measures mitigate high-speed freeway crashes and protect pedestrians, cyclists, and drivers, resulting in lower crash rates and related costs. This combined approach enhances safety, promotes sustainable practices, and improves the quality of life for all road users.

Commenters also addressed specific infrastructure needs, including soundwalls, pedestrian overcrossings, bike lanes, and deficiencies in the freeway design. For instance, one commenter inquired whether a soundwall would be installed on I-5 North from I-605 to Lakewood Blvd. On September 10, 2024, a resident near the northbound I-5 off-ramp to Paramount Blvd. reported a crash where a vehicle broke through her property wall due to a lack of soundwall coverage at the off-ramp. Another commenter noted that the bridge at Whittier Blvd. requires repairs. For more information on crash severity data from 2019 to 2023, refer to Attachment C.

The community feedback on the I-605 Corridor Improvement Project (CIP) has significantly influenced staff's proposed alternative recommendations. Due to the community's input and desire to have multimodal and safety improvements along the I-605 corridor, staff are recommending a revised set of alternatives presented in this report for the Board's consideration and seeking approval in order

to resume the environmental review process and move I-605 CIP forward.

Community input on Conversion of HOV to HOT

The project aims to convert High-Occupancy Vehicle (HOV) lanes into ExpressLanes as an effective strategy to manage traffic congestion without significantly increasing vehicle miles traveled (VMT). Specifically, the updated Alternative 2 proposal, which repurposes the existing HOV lane as an ExpressLane, would be exempt from Caltrans' VMT Mitigation requirements. Many comments raised concerns and strong opposition to adding new lanes on I-605. There was a clear preference for alternatives not to expand the freeway and instead to use lanes for public transit or carpools. Some commenters emphasized that funds would be better invested in non-automotive transportation projects. By transforming underutilized HOV lanes into ExpressLanes, this approach maximizes lane efficiency, enabling solo drivers to pay for access during peak times, thereby maintaining free-flow conditions and reducing VMT without adding new lanes. ExpressLane benefits include improved congestion management, optimized road capacity, and increased lane efficiency, all while prioritizing carpoolers and transit vehicles.

Community Feedback Summary

Based on the comments received, the community supports improvements to the I-605 freeway, particularly improvements that do not acquire property but enhance safety and incorporate multimodal solutions. The community expressed interest in freeway upgrades, particularly managed lanes such as ExpressLanes that generate funding for multimodal projects, priorities that are well-reflected in Alternative 2. While there wasn't consensus on expanding ExpressLanes, there was some interest in High Occupancy Vehicle (HOV) lanes. Community feedback also raised concerns about widening the freeway, even within the existing Caltrans right-of-way, signaling a preference for solutions that minimize expansion while addressing congestion and safety challenges. Attendees voiced frustration with current congestion on the freeway and nearby local streets, citing long commute times and difficulties accessing the freeway. For example, one participant noted, *"We need a signal for the northbound on-ramp between Washington and Slauson off Pioneer-traffic backs up into Slauson because of this."*

DETERMINATION OF SAFETY IMPACT

Approval of staff's recommendations has no known adverse impact on the safety of Metro's patrons and employees or users of the facility. Caltrans and local safety standards will be adhered to during the project development of the retooled I-605 CIP.

As noted in multiple public comments and shown in Attachment C, the I-605 corridor has demonstrated safety needs that would be addressed by advancing the I-605 CIP.

FINANCIAL IMPACT

Funding the amount of \$3,650,000 is included in the FY25 adopted budget under Complete Streets & Highways Cost Center 4720, under the I-605 CIP for the remaining project elements under Contract No. AE333410011375, Project No. 461314 and Professional Service Account (50316) for I-605/I-5; and Contract No. AE5204200, Project No. 463314, and Professional Service Account (50316) for I-605/SR-60. Due to the delay in circulation of the Draft EIR, it is anticipated that a contract modification will be needed to conclude the environmental phase at a future date. Staff anticipates

that cash flow expenditures may exceed the current FY25 budget. If the Board decides to proceed, an additional budget of approximately \$30 million will be needed to complete the PAED phase.

The implementation of future improvements would be subject to the availability of funds, as the I-605 CIP in its entirety cannot currently be constructed due to financial limitations. Implementation of all improvements between I-105 and I-10 would cost several billion dollars, which are not all accounted for in Measures R and M.

Impact to Budget

Should the Board approve the staff recommendations and if additional funds are needed in FY25, staff will revisit the budgetary needs using the quarterly and mid-year adjustment processes.

The source of funds is Measure R Highway Capital (20%) Funds. This fund source is not eligible for bus and rail operations or capital expenditures.

EQUITY PLATFORM

Before 2020, Metro and Caltrans pursued I-605 freeway expansion to address traffic demands but faced criticism for its disproportionate impact on historically marginalized communities. The project risked displacing homes and businesses, worsening air quality, and increasing noise pollution in predominantly communities of color. In response, Metro's Motion 42 shifted policy toward a multimodal, community-centered approach, emphasizing collaboration with local stakeholders to achieve equitable outcomes. This marked a rethinking of regional highway planning to prioritize both infrastructure needs and social equity.

The revised design alternatives for the I-605 project were presented to community members and stakeholders who live and work along the corridor. The goal was to create a multimodal strategy that would improve regional and local mobility, enhance air quality, and foster economic vitality, social equity, and environmental sustainability. This process was intentionally designed to engage communities that have been historically harmed and disproportionately affected by previous transportation decisions. The revised design focuses on multimodal solutions developed in partnership with residents and stakeholders, aiming to deliver transportation benefits that move people and goods seamlessly, equitably, and sustainably through the San Gabriel River Corridor.

Looking ahead, Metro and Caltrans plan to work closely with local officials and communities along the freeway to understand their priorities and gather feedback on how the freeway has impacted their lives-both positively and negatively.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The I-605 CIP supports the following Metro Vision 2028 Strategic Plan Goals:

1. Provide high-quality mobility options that enable people to spend less time traveling.
2. Transform LA County through regional collaboration

The I-605 CIP also supports the following Multimodal Highway Investment Objectives:

1. Advancing the mobility needs of people and goods within Los Angeles County by developing projects and programs that support traffic mobility and enhanced safety, economic vitality, equitable impacts, access to opportunity, regional sustainability; and resiliency for affected local communities and the region.
2. Work with local communities to reduce disparities caused by existing highway systems and develop holistic, positive approaches to maintain and improve the integrity and quality of life.
3. Ensure that local and regional investment in Los Angeles County's highway system - particularly the implementation of Measures R and M priorities - is considered within the context of a countywide multimodal, integrated planning vision that reflects a holistic approach to meeting the needs of local communities, reducing disparities, creating a safer and well-maintained transportation system, and fostering greater regional mobility and access to opportunities.

ALTERNATIVES CONSIDERED

Staff recommend advancing four build alternatives into the environmental process to address the safety and multimodal improvements needed in the corridor. The environmental process would allow for the Board to make further decisions on which of the build alternatives to move forward after a transparent community input process and evaluation of the impacts and benefits.

The Board could choose, instead, to approve less than four project alternatives in full or through a phased approach as funding becomes available. This approach would reduce the ability for the community to understand the impacts and benefits after further environmental study, of all four build alternatives presented to them as part of the recent community outreach reported on in this report.

In selecting one or more of the build alternatives and a phased approach to implementation, the incremental approach would allow some multimodal projects, like protected bike lanes, safety improvements, at certain locations, or enhanced transit stops, to be implemented in stages. Local agencies could start with smaller Measure R or M grants to fund initial phases, demonstrating success and building a foundation for securing additional funding for broader improvements over time. Highlighting projects that connect to the I-605 corridor and serve multiple transportation modes can increase competitiveness in funding applications.

Also, the Board could choose not to approve the recommendations. However, this option is not advised, as doing so would delay the implementation of critical improvements designed to enhance safety, mobility, and operational efficiency across the I-605 corridor. Postponing these upgrades would not result in needed improvements to address collision rates, lack of multimodal transportation options, and inefficient flow of vehicles, which negatively impact local residents, commuters, freight operations, and emergency response times. Furthermore, delays in project approval may increase future costs, as construction prices and demand for resources are expected to rise. Consequently, approving these recommendations is essential to maintaining regional connectivity and addressing pressing infrastructure needs effectively and promptly.

As heard in the community outreach meetings, postponing enhancements to the I-605 corridor,

particularly as the population grows, could fail to address safety and multimodal concerns and further deteriorate traffic conditions that impact commuters and regional economic activity.

NEXT STEPS

Upon approval by the Board, staff will resume work on the environmental review phase of the retooled I-605 CIP, in accordance with Motion 42.

Upon reinitiation of the environmental process, staff will develop an implementation plan and identify segments and priorities with independent utility that can be constructed in consultation with Caltrans and the local jurisdictions. Staff will return to the Board for contract amendments as necessary. Additionally, staff will also continue to seek federal and state grant funds to support the improvements.

Staff will report back to the Board on major milestones, as needed.

ATTACHMENTS

Attachment A - I-605 CIP Community Outreach Meetings Summary Report

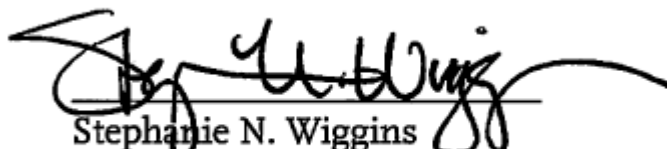
Attachment B - Board Motion 42 (File # 2020-0733)

Attachment C - Crash Severity Data from 2019 to 2023

Attachment D - Proposed Complete Street and Multimodal Elements

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I-605 Corridor Improvement Project Community Outreach Meetings Summary Report

September 2024

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1.0 PROJECT SUMMARY

The Interstate 605 (I-605) freeway is one of the busiest highways in the greater Los Angeles (LA) area. It connects nine east-west freeways and is a critical transportation corridor for people and goods traveling from the LA County San Gabriel Valley and foothill communities in the north to the Gateway Cities and coastal communities in the south and beyond. The I-605 is frequently congested during peak travel times and experiences collisions at rates higher than the statewide average. The I-605 Corridor Improvement Project (Project) was proposed to find solutions to help improve regional circulation, and safety along the corridor from the City of Baldwin Park to the City of Norwalk and includes improvements along the I-605 as well as to segments of Interstate 10 (I-10), State Route 60 (SR-60), Interstate 5 (I-5), and Interstate (I-105).

From 2016 to 2020, the Los Angeles Metropolitan Authority (Metro), conducted a significant amount of planning and outreach in collaboration with Caltrans, I-5 Joint Powers Authority, San Gabriel Valley Council of Governments (SGVCOG), Gateway Cities Council of Governments (GCCOG), local Cities, and the County of Los Angeles in the Project area. Several proposed alternatives were developed with the goal of relieving congestion and improving traffic safety along the corridor. In 2020, the Metro Board (Board) directed staff to delay release of the Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) due to concerns over the high number of likely property relocations. The Board further directed staff to come up with less impactful improvements, while increasing multi-modal alternatives and better aligning proposed improvements with various local and state policies related to equity, greenhouse gas emissions, and smart freeway management technology.

The following **Project Goals** outline the primary purpose and need for this project.

- Improve operations and safety
- Enhance mobility and regional connectivity
- Increase person throughput via carpooling, transit, multimodal use
- Avoid residential displacements by accommodating the design mostly within the Caltrans-owned right of way (ROW).

Pursuant to the Board's direction, in 2023 the Metro Team coordinated with Caltrans to redesign of the project alternatives, and from July to August 2024, they engaged with corridor residents and other stakeholders to present the '*Reimagined*' I-605 Corridor Improvement Project.

The updated **Project Alternatives** include:

Alternative 1 – Existing conditions (no build)

Alternative 2 – Convert the existing HOV lanes to ExpressLanes and incorporate multimodal and Transportation System/Demand Management (TSM/TDM) improvements

Alternative 3 – Convert existing HOV lanes to ExpressLanes, add an additional ExpressLane in each direction, and incorporate multimodal and TSM/TDM improvements

Alternative 4 – Maintain the existing HOV lanes, add a second HOV lane in each direction, and incorporate multimodal and TSM/TDM improvements

1.1. Report Organization

The Public Outreach summary that follows includes seven main sections, as described below:

- **Section 2.1** provides a high-level overview of the public meeting effort and its outcome;
- **Section 2.2** summarizes the public meetings and other engagements and the feedback collected;
- **Section 2.3** summarizes the additional presentation and briefings with key stakeholders;
- **Section 2.4** summarizes the various information resources employed by the team to manage and inform the public;
- **Section 2.5** summarizes Project Team led notification tools and tactics employed to reach and involve the public in the meeting process;
- **Section 2.6** summarizes CBO Partner led notification tools and tactics employed to reach and involve the public in the meeting process; and
- **Section 2.7** summarizes the identified earned media that resulted from the collective outreach effort.

2.0 PUBLIC OUTREACH

An updated outreach campaign was planned and executed to communicate the reimagined project to the public and key stakeholders. This plan featured a series of public meetings and included a comprehensive notification plan, supported by partnerships with Community Based Organizations (CBO's), a series of community meetings, and multiple key stakeholder briefings. The Project website and collateral materials were also updated in support of this engagement effort. The report that follows provides a detailed summary of these efforts and the feedback received during this time.

2.1. Public Meeting Highlights

In the summer of 2024, six (6) community meetings were held to present the reimagined project and revised alternatives. The series began on July 9th and completed on August 29th with five (5) meetings held in person in the Cities of Downey, El Monte, La Puente (Avocado Heights), Norwalk, and Pico Rivera, as well as one (1) meeting held virtually via the Zoom online meeting platform. The webinar video is now available for viewing by anyone with access to the internet, via the Metro Project website: www.metro.net/projects/i-605-corridor-improvement-project/.

Metro hosted these community meetings to provide updates on the project and to gauge the community's level of interest and support. Each meeting followed a consistent format, starting with a 30-minute open house where attendees could learn about the project, view exhibits, and engage with the project team. This was followed by a formal presentation and a Question and Answer (Q&A)

session. After each Q&A, the Project Manager and team addressed specific questions from the attendees.

Meetings were scheduled in the evenings to allow residents and commuters the opportunity to attend after their workday. The Project Team collaborated closely with corridor city staff, the Gateway Cities Council of Governments, and the Offices of Metro Board Director Hilda Solis (SD-1) and Board Director Janice Hahn (SD-4) to develop and implement a robust public outreach strategy. This strategy included materials in English and Spanish, with simultaneous interpretation to ensure broad participation. Table 1 summarizes the attendance and participation for both meetings.

Table 3.1-1: Summary of Community Meetings

No	Date / Time	Location / Address	Sign-ins Collected		Questions / Comments
			Email / Mobile Phone	Attendees (Approx.)	
1.	Tuesday, July 09, 2024 6:00pm – 8:00 pm	The Arc, Reagan Banquet Center 9545 Washburn Rd Downey, CA 90242	33/30	63	16
2.	Wednesday, July 10, 2024 6:00pm – 8:00 pm	Pico Rivera Golf Club 3260 Fairway Dr Pico Rivera, CA 90660	26/26	51	36
3.	Thursday, July 11, 2024 5:30 pm – 7:30 pm	Lambert Park Auditorium 11431 McGirk Av El Monte, CA 91732	16/8	19	9
4.	Tuesday, July 16, 2024 12:00 pm – 1:30 pm	Zoom Webinar	84	94	89
5.	Thursday, July 18, 2024 6:00 pm – 8:00 pm	Cerritos College, Fine Arts Building 11110 Alondra Blvd Norwalk, CA 90650	19/8	22	21
6.	Thursday, August 29, 2024 6:00 pm – 8:00 pm	San Angelo Park 245 S San Angelo Av La Puente, CA 91746	41/18	58	31
Total			219/90	307	202

Over 300 public comments were received during the meeting series. Much of the comments, questions and resulting dialogue centered on: Right-of-Way (ROW) impacts (e.g. potential for property acquisitions), noise concerns due to inadequate wall height, construction impacts, a safety issue at I-105 and Studebaker, bike lane safety issues, the support for carpool and HOT lane alternatives without acquisitions, freeway expansion increasing congestion, resulting improvements on local and highway traffic operations and speed, use of single occupant vehicles on HOT lanes, support for alternatives without displacing homes, induced demand and vehicle miles traveled (VMT), eliminating bottlenecks, and tackling climate change. Participants with more specific or unique inquiries were encouraged to speak with staff on a one-on-one basis at the exhibit stations following the Q&A, allowing for more in-depth responses and providing more Q&A time for comments/questions, which served the greater audience interests.

An individual summary for each public meeting including all comments, the in-person and virtual presentations, and display exhibits may be found in Appendix A.

2.2. Public Meeting Process, Messaging & Input

The public and key stakeholders were included in the outreach process through a series of public meetings. Each engagement provided project information, built awareness, educated participants on the Project's revised need and goals, and encouraged participation and feedback.

2.2.1. In-person Meeting Process

Upon arrival at the public meetings, participants were welcomed, thanked for their attendance, encouraged to sign-up for future meeting invitations and Project updates, provided with informational materials, and invited to review display station exhibits with Project staff. Comment cards were made available to solicit community feedback. Spanish-speaking staff offered interpretive equipment to Spanish-speaking attendees, and a Spanish language interpreter provided a simultaneous experience to assist attendee's comprehension of the presentation, as needed.

Each meeting provided the same materials, listed below:

- Meeting Agenda (Bilingual; English & Spanish)
- Overview Fact Sheet (English & Spanish)
- Frequently Asked Questions (FAQs) (English & Spanish)
- Comment Card (Bilingual; English & Spanish)
- Exhibit Boards (English)
- Presentation (Bilingual; English & Spanish; Available upon request only)

Several days after the meetings, an e-mail blast was sent to all meeting attendees who provided their email address, as well as to all stakeholders in the Project database, to invite them to view and download the meeting materials, including meeting presentation, fact sheet and FAQ, which were made available on the Project website.

A PowerPoint presentation was conducted by Metro. Each meeting's presentation lasted approximately 30 minutes, and the content was the same for each of the meetings. The presentations were initiated by Ms. Kim Tachiki-Chin, Community Relations Manager, who welcomed the audience and introduced the Project Team. A local elected official made opening remarks, and Metro's Project Manager, Mr. Carlos Montez, conducted the presentation. The presentation covered:

- Project Purpose & Overview
- Project History & Updates
- Current Activities
- Next Steps

Presentations concluded with a microphone enabled Q&A session supported by the various experts from the Project team. Metro staff led the session by reading aloud comments and questions that had been submitted through in-meeting comment cards providing transparency for all to hear. Attendees were invited to comment or ask general questions.

2.2.2. Meeting Stations

The July and August meetings had four information stations. At Station 1, guests had the opportunity to discuss Mobility and view an informational board featuring a Bicycle network map and imagery of complete streets. Station 2 focused on ExpressLanes and featured information on the Metro ExpressLanes program features. Station 3 displayed the proposed project alternatives for each of the five major freeways and interchanges. Lastly, Station 4 displayed a summary about Community Based Organization (CBO) outreach partnerships. Further description of these stations can be found in the table below.

Table 3.2.2-1: In-Person Meeting Display Stations

Station No. / Topic	Materials
Station 0: Welcome/ Refreshments	Display Boards <ul style="list-style-type: none"> • Welcome/Agenda • Project Need and Purpose • Contact Us Handouts <ul style="list-style-type: none"> • Comment Card • Project Factsheet • Metro Pocket Maps
Station 1: Mobility Improvements: Bicycle, Pedestrian and Transit Networks	Display Boards <ul style="list-style-type: none"> • Bicycle Network Improvements • Pedestrian & Transit Improvements
Station 2: How ExpressLanes Work TSM/TDM Strategies	Display Boards <ul style="list-style-type: none"> • How Express Lanes Work • TSM/TDM Strategies
Station 3: Design/Cross Sections	Display Boards <ul style="list-style-type: none"> • Updated Alternatives: Cross-section I-605 • Updated Alternatives: Cross-section I-5 • Updated Alternatives: Cross-section SR-60 • Updated Alternatives: Cross-section I-605/I-105 Interchange Connector • Updated Alternatives: Cross-section I-605/I-10 Interchange Connector
Station 4: Partnering with Communities	PowerPoint Presentation: <ul style="list-style-type: none"> • Partnering with Communities

2.2.3. Virtual Meeting Process

The virtual community meeting took place on July 16, 2024, via Zoom. The webinar covered the same information presented during the in-person community meetings, including a general project overview, project updates, and proposed alternatives. During the presentation, participants were encouraged to provide comments and ask questions via the Zoom Q&A feature. After the formal presentation, project team members addressed these questions verbally for all to hear. Additionally, Project Staff shared links to resources, including a copy of the presentation and the project website, through Zoom's chat feature, adding convenience and improved access to help inform and educate those in attendance. A recording of the virtual meeting is available through the Project webpage for those that were unable to attend a scheduled meeting.

2.2.4. Public Input & Key Themes

The six community meetings collectively attracted over 300 participants who submitted more than 200 questions and comments. Community feedback was only gathered through in-meeting comment cards and the Zoom Q&A function which were then read aloud by Metro Staff, providing consistency of process for all meetings. The Team also encouraged attendees to provide additional thoughts through September 13, 2024, to allow for more comprehensive input from the public. In total, the Project received 113 written comment card submissions and 89 comments and questions via virtual Q&A feedback.

2.2.4.1. *Comment Themes from In-Person Meetings*

Below is a list of common themes compiled from written comment cards collected during the six in person community meetings and highlighted social, practical, and environmental concerns.

Property and Community Impact:

- Many comments were concerned with the potential impact on properties, such as homes, businesses, and community spaces. There were questions about whether properties would be acquired or demolished, and how the project would affect local neighborhoods.
- **Examples:**
 - Will there be any demolition of homes on Linard Street, South El Monte?
 - Are you going to acquire any residences? Yes or no?

Opposition to Expanding Freeways:

- Many comments expressed concerns about expanding freeways, adding new lanes, or creating express lanes. There was a strong preference for alternatives to freeway expansion, such as public transportation or carpool lanes.
- **Examples:**
 - No expansion; no more new lanes.
 - Expanding I-605 is totally inappropriate. Those same funds should be better spent on non-automotive transportation projects.

Safety and Traffic Concerns:

- Several comments focused on specific safety concerns related to traffic, dangerous intersections, and the impact of the project on local schools, parks, and residential areas.
- **Examples:**
 - 605 South exit on Whittier Blvd. is dangerous for cars turning sharply onto Esperanza.
 - What will be the impact on Unsworth Elementary and Dennis the Menace Park?

Equity and Social Impact Concerns:

- There was concern that paid express lanes could exacerbate inequality, benefiting wealthier individuals while disadvantaging low-income communities. Additionally, there were worries about potential displacement of residents, particularly from working-class neighborhoods.
- **Examples:**
 - Strongly oppose paid lanes on freeways = double taxation.
 - Working-class families have a history of displacement in LA CO—I am not confident about this—sorry.

Concerns About Environmental Impact:

- Several comments mentioned the potential negative environmental impacts of the project, such as increased greenhouse gas emissions, the heat island effect, and worsening air quality in already polluted areas.
- **Examples:**
 - Global climate disruption, caused by tailpipe emissions, is setting heat records—killing people in California.
 - How are increased demand, increased GHG, and increased VMTs being addressed?

Concerns About Specific Infrastructure Issues:

- Commenters also raised issues related to specific infrastructure elements, such as sound walls, bridges, bike lanes, and pedestrian improvements.
- **Examples:**
 - Will there be a sound wall installed on 5 North freeway from 605 freeway to Lakewood Blvd?
 - The bridge at Whittier Blvd. over the crossing is in need of repair—it sounds like it's ready to fail.

Support for Public Transportation:

- A significant number of comments advocated for investment in public transportation, including rail options, bus rapid transit (BRT), and non-automotive transportation solutions.
- **Examples:**
 - We need more commuter-rail options.
 - The best way to get cars off the road is to make it easier to use public transportation.

Requests for Transparency and Information:

- There were multiple requests for more information, clearer communication, and greater transparency about the project's details, timelines, and decision-making processes.
- **Examples:**
 - How can I get a copy of the presentation?
 - When will you update your website with new slides?

2.2.4.2. Comment Themes from Virtual Meeting

The common themes listed below were compiled from the 89 comments submitted during the virtual community meeting. Participants submitted their comments through the Zoom Q&A function.

Opposition to Freeway Expansion and Widening:

- Many comments expressed strong opposition to the expansion and widening of freeways, citing concerns about its effectiveness in reducing congestion and its negative impact on the environment and communities. There's a preference for alternatives such as public transportation improvements and non-freeway-related projects. Examples:
- **Examples:**
 - There is absolutely no justification for freeway widening in the modern era. We know that adding lanes does not decrease congestion and encourages driving.
 - Why is Metro wasting \$5B widening freeways and encouraging more driving if we are in a climate crisis?

Concerns About Express Lanes and Equity:

- Several comments raised concerns about the implementation of express lanes, particularly regarding their impact on equity. Many feel that express lanes benefit only those who can afford them, potentially worsening traffic for those who cannot.
- **Examples:**
 - If you add the express lane (yes you would make money) however, you'd discourage many people who don't have the financial ability to pay for this lane creating more traffic rather than reduce it.
 - One or more of the alternatives proposes the conversion of free HOV lanes to toll Express lanes... Does access only improve for those with surplus income and the ability to pay?

Requests for Public Involvement and Transparency:

- Numerous comments called for greater public involvement in the decision-making process, asking for more opportunities to comment, clearer communication, and transparency about the project details and impacts. Examples:
- **Examples:**
 - Metro board had instructed staff in October 2020 to work with community-based orgs on this project, is this the extent of that outreach?

- Will there be a public comment section on your website? And if there is, what is the website address or link?

Safety and Environmental Concerns:

- Participants are concerned about the safety and environmental impacts of the proposed alternatives, including potential increases in vehicle emissions, displacement of communities, and insufficient consideration of alternative transportation modes.
- **Examples:**
 - What are the emissions impacts of each of the alternatives?
 - Are traffic fatalities just an excuse to 'increase capacity' at exits like Washington Blvd.?

Interest in Alternative Transportation Solutions:

- Many comments suggested investing in alternative transportation solutions rather than expanding freeways. Suggestions included improving public transportation, enhancing bike paths, and developing light rail routes. Examples:
- **Examples:**
 - Could building out alternative modes of transportation (Metro lines, frequent reliable bus service) that can better handle more people than cars be more valuable than expanding lanes?
 - Metro should help fund the construction of the San Gabriel Valley greenway network before investing more money on freeways.

Technical and Specific Project Details:

- Several comments requested detailed technical information about the project, including costs, design specifics, and the potential impacts on properties and communities.
- **Examples:**
 - How much will each alternative cost for the 605? What are the impacts, Environmental and displacement, on the surrounding community for each alternative?
 - How do I know if my property is affected by Caltrans ROW? I understand there is no displacement, but I am worried about the impact on my property.

2.3. Focused Briefings

In preparation for the public meetings, Carlos Montez (Project Manager) also held briefings with representatives from the United States House of Representatives, Metro Board of Directors, Gateway Cities Council of Governments, County of Los Angeles Board of Supervisors, and others from February to August 2024 to provide project updates and preview the community meeting presentation. These engagements have been detailed below.

Table 3.3-1: Summary of Stakeholder Briefings

No	Date	Stakeholder
1.	2/26/24	Office of Metro Board Director, Janice Hahn, 4 th District: Luke Klipp, Sr. Transportation Deputy
2.	3/15/24	Office of Metro Board Director, Fernando Dutra: Marisa Perez, Executive Deputy GCCOG
3.	03/20/24	Office of Metro Board Director, Hilda Solis, 1 st District: Ben Feldman, Special Projects Deputy
4.	05/02/24	Office of Metro Board Director, Hilda Solis, 1 st District: Ben Feldman, Special Projects Deputy Office of Metro Board Director, Janice Hahn, 4 th District: Vivian Gomez, Transportation Deputy Office of City of Los Angeles Mayor, Karen Bass: Tina Backstrom, Sr. Director of Transportation
5.	05/30/24	Office of Metro Board Director, Fernando Dutra: Fernando Dutra, Director and Marisa Perez, Executive Deputy GCCOG: Yvette Kirrin, Engineer
6.	06/03/24	Office of Metro Board Director, Janice Hahn, 4 th District: Luke Klipp, Sr. Transportation Deputy and Vivian Gomez, Transportation Deputy
7.	06/04/24	GCCOG 91/605/405 Technical Advisory Committee
8.	06/10/24	Metro Technical Advisory Committee Meeting
9.	07/29/24	Office of Metro Board Director, Hilda Solis, 1 st District: Ben Feldman, Special Projects Deputy, Maria Ponce, Field Deputy, Eva Thiel-Maiz, Senior San Gabriel Field Deputy, Andrea Moreno, San Gabriel Valley District Director, Guadalupe Duran-Medina, Planning Deputy
11.	08/02/24	Office of Metro Board Director, Fernando Dutra: Marisa Perez, Executive Deputy GCCOG
12	08/14/24	Office of Congressman, Linda Sanchez, 38 th District

2.4. Communication Resources

Project information was dispersed primarily through the project website and collateral materials. The project website was continually updated with current project information throughout the engagement period. Collateral materials were developed for sharing both online and at the in-person community meetings. These included the Factsheet and Frequently Asked Questions (FAQs). In addition, a stakeholder database and additional comments log have been maintained since the start of the project. The database was used to capture and communicate to stakeholders through direct mail and email, while the log captured stakeholder input for Project record and for the technical team to consider and use toward the advancement of the overall improvements. Copies of the Factsheet, FAQ, additional comments log, and letters sent during the comment period can be found in Appendix B.

Below is an overview summary of the tools and methods applied to engage the public for each of the corridor jurisdictions.

Table 3.4-1: Outreach by Community

Community*	In-Person Meeting	Pop-up Event	Transit Intercept	Postal Mailing	Flyer Drops	Social Media Ads	CBO Partners	Additional Non-Geographic Tactics
Baldwin Park		✓	✓	✓	✓	✓	✓	✓
El Monte	✓	✓	✓	✓	✓	✓	✓	✓
South El Monte				✓	✓	✓	✓	✓
Avocado Heights, City of Industry & La Puente	✓	✓	✓	✓	✓	✓	✓	✓
Pico Rivera	✓	✓	✓	✓	✓	✓	✓	✓
Whittier		✓	✓	✓	✓	✓	✓	✓
West Whittier & Los Nietos				✓	✓	✓	✓	✓
Santa Fe Springs				✓	✓	✓	✓	✓
Downey	✓	✓	✓	✓	✓	✓	✓	✓
Norwalk	✓	✓	✓	✓	✓	✓	✓	✓

*Communities ordered from north to south along I-605.

**Additional non-geographic outreach tools and tactics summated in the sections that follow.

2.4.1. Website

The website content was created through a collaborative effort involving Arellano Associates, HDR, Parsons, and Metro. This collaboration consisted of updating the project description and status, relevant project documents, and the corridor map. Community meeting dates were added to the website and kept current as new meetings were scheduled. Meeting recordings and presentations were also uploaded to the website for viewers to download and watch at their leisure. The webpage received 9,719 views throughout the outreach period, and was located at this address: <https://www.metro.net/projects/i-605-corridor-improvement-project/>.

2.4.2. Project Factsheet

The project Factsheet was developed in both English and Spanish. It provided updated details about how the reimaged project differed from the initial project goals and alternatives. It also contained background information and outlined the specifics of the various planned alternatives. The factsheet was distributed at community meetings, events, and made available for download on the project website.

2.4.3. Project Frequently Asked Questions

A set of project Frequently Asked Questions (FAQs) was also developed for both English and Spanish audiences. Since the FAQ included detailed project information as well as technical information, it

was a lengthier document and therefore was provided solely as online collateral. This ensured that community members could access, view, and download it at their convenience. The FAQ included 20 questions that highlighted changes to the project, offered definitions of key project features, and informed the community about the next steps of the project. It was made available for download on the project website.

2.4.4. Stakeholder Database

The database is a primary record of engagement for the project comprised of local residents and businesses, business associations, local agencies, transportation agencies and groups, academic institutions, community and healthcare organizations, other social interest groups, as well as interested parties. This contact information served as the central foundation for notifications, used to distribute email and postal notices. The resource underwent continuous maintenance with additions stemming from the website, email, helpline, event, and public meeting sign-ups.

2.4.5. Issues Matrix, Email & Helpline Log

Interested parties were encouraged to stay connected through the project's phone number and email, with messages accepted in both English and Spanish. The project team reviewed and collaborated on responses to all inquiries. Between June 17, 2024, and August 23, 2024, a total of 90 calls and comments were received and addressed. All comments were logged in an Additional Comments Log, including source, date, and response, when needed.

2.5. Team Led Notifications

To increase public awareness, various notification methods were employed prior to the community meetings. A mix of traditional and digital methods were used to notify and educate the public. Stakeholders who participated in the previous project outreach efforts were notified early to ensure they had every opportunity to participate in the process. In addition, a postcard was mailed to existing stakeholders along the corridor, emails distributed to known interested parties in the project database, online advertisements distributed through social media to zip codes aligned and adjacent to the corridor, and additional social media posts shared with Metro followers.

2.5.1. Project Update Pre-notification

The project update and awareness message aimed to inform stakeholders that Metro and Caltrans had listened to their concerns and made significant efforts to incorporate the feedback received before the scheduled release of the Draft Environmental Document in October 2020. The letter was sent via USPS mail and email to all stakeholders who had previously been identified and/or opted-in to the database during previous outreach efforts. The letter introduced the reimagined project goals and alerted stakeholders to upcoming meetings where they would be able to learn more and share their feedback. Copies of the notification can be found in Appendix C.

Table 3.5.1-1: Pre-Notification to Previously Engaged Stakeholders

No	Date Sent	Purpose	Language	Description / Area	Count
1.	06/10/24	Meeting #1 – #5 Invitation	English & Spanish	Pre-existing stakeholder database contacts with mailing addresses .	1,145
2.	06/17/24		English & Spanish	Pre-existing stakeholder database contacts with email addresses .	880

2.5.2. Postal Notices

Postcard invitations were delivered via direct mail to the stakeholder database as well as all residents living within the project corridor. This notice was the principal method of notification for the meeting series. The double-sided postcard included recognizable project branding and advertised the meeting series in both English and Spanish. The notice of invitation was distributed via first-class mail, one week in advance of the community meetings.



Image 3.5.2-1: Meeting #6 Mailing Area

A meeting-specific mailing list was developed and used for the distribution. A list of 23,512 addresses was used to notify property owners, businesses, and tenants located within 1000-feet of the Project’s Study area and within ¼-mile buffer of the freeway interchanges at I-605/I-10, I-605/SR-60, I-605/I-5, and I-605/I-105. The core of the mailing list was comprised of the stakeholder database, which will continue to be used and updated throughout the environmental phase to distribute Project meeting notices and updates. See Appendix C for copies of these mailings.

Table 3.5.2-1: Postal Notice Distributions

No	Date Sent	Purpose	Language	Description / Area	Count
1.	06/29/24	Meeting #1 - #5 Invitation	English & Spanish	Stakeholder database and 1,000-foot buffer of the project corridor	22,866
2.	08/12/24	Meeting #6 Invitation	English & Spanish	A team defined pocket community generally bound by the I-605, I-10 and SR-60 freeways. See map above.	9,925
Total					32,791

2.5.3. Electronic Mail

Information about the meeting series was distributed via e-blast in English and Spanish to nearly 1,400 contacts in the project database. These invitations provided an important reminder for stakeholders that had opted to follow the project. The first email was released in late June. A total of 11 notices were distributed. For more on these emails, review Appendix D.

Table 3.5.3-1: Community Meeting E-blasts

No	Date Sent	Subject	Successful Deliveries	Opens	% Opens	Unique Clicks
1.	06/27/24	Save-the-Date	65	23	35%	3
2.	07/03/24	You're Invited: I-605 CIP – Upcoming Community Meetings	781	329	42%	5
3.	07/05/24	You're Invited: I-605 CIP – Upcoming Community Meetings	1,158	459	40%	134
4.	07/08/24	Reminder – You're Invited!	779	333	43%	7
5.	07/10/24	Reminder – You're Invited!	777	316	41%	5
6.	07/15/24	Reminder – You're Invited!	1,049	416	40%	30
7.	07/17/24	Reminder – You're Invited!	1,134	421	37%	122
8.	08/21/24 Group #1*	You're Invited – An additional meeting added!	1112	396	36%	111
9.	08/21/24 Group #2*	You're Invited – An additional meeting added!	1107	405	37%	28
10.	08/27/24 Group #1	You're Invited – An additional meeting added!	466	184	39%	11
11.	08/27/24 Group #2	You're Invited – An additional meeting added!	1107	362	33%	111
Total			9,535	2,027	3,644	567

*Group 1 included 605 CIP database stakeholders and Group 2 included the additional stakeholders.

2.5.4. Metro E-Newsletters

Metro also updated the public about meetings through its many e-newsletters, with each communicating to unique subsets of Metro’s greater email contact lists. Following the meeting series, Metro thanked the public for their participation and sent additional newsletters encouraging the public to submit final comments. The following table presents a list of these 17 notifications and their schedule. An example from each month is included in Appendix D.

Table 3.5.4-1: Metro E-Newsletters

No	Date Sent	Subject
1.	06/28/24	Gateway Cities: Upcoming meetings
2.	07/05/24	Gateway Cities: Upcoming meetings
3.	07/12/24	Gateway Cities: Project Updates
4.	07/19/24	Gateway Cities: Project Updates
5.	07/23/24	Gateway Cities: Project Updates
6.	07/26/24	Gateway Cities: Project Updates
7.	08/09/24	Gateway Cities: Project Updates

No	Date Sent	Subject
8.	08/16/24	Gateway Cities: Project Updates
9.	08/23/24	Gateway Cities: Project Updates
10.	08/30/24	Gateway Cities: Project Updates
11.	09/06/24	Gateway Cities: Project Updates – Thank You
12.	09/06/24	San Gabriel Valley: Project Updates – Final Day to Submit Comment
13.	09/13/24	Central Los Angeles: Project Updates – Final Day to Submit Comment
14.	09/13/24	Gateway Cities: Project Updates – Final Day to Submit Comment
15.	09/13/24	San Fernando Valley: Project Updates – Final Day to Submit Comment
16.	09/13/24	San Gabriel Valley: Project Updates – Final Day to Submit Comment
17.	09/13/24	South Bay: Project Updates – Final Day to Submit Comment

2.5.5. Social Media

Organic and paid social media are two key strategies used to engage with audiences and promote content on social media platforms. Organic social media refers to free content (Facebook posts, Instagram stories, etc.) that users share with their followers on social platforms. Paid social media involves paying for ads that can appear in various formats, such as sponsored posts, banners, or video ads. For this project, both strategies were employed to maximize impact. Screen captures of these posts and ads are documented in Appendix E.

2.5.5.1. Organic Social Media Advertisements

The community meeting series was shared by Metro on organic social media channels including Nextdoor and Facebook. Nextdoor posts received an average of 34,000 impressions.

Table 3.5.5.1-1: Facebook Posts

No.	Date	Impressions
1.	06/25/24	11
2.	06/25/24	12
3.	06/25/24	11
4.	06/25/24	12
5.	06/25/24	13
6.	07/24/24	5
7.	08/24/24	5
Total		69

Table 3.5.5.1-2: Nextdoor Posts

No.	Date	Impressions
1.	07/02/24	33,149
2.	07/09/24	30,806
3.	07/15/24	36,000
4.	07/24/24	37,639
Total		137,594

2.5.5.2. *Paid Social Media Advertisements*

Paid social media advertisements of the meeting series were promoted to all zip codes within the project corridor, targeting a larger audience and generating many views. These advertisements were posted on Facebook and Instagram. They were posted in both English and Spanish and produced high levels of stakeholder interaction and reach.

Advertisements for the **first round** of meetings were distributed on Facebook and Instagram to reach platform users in the following zip codes:

91706	90242	91733	90603	90606	91765
90240	91731	90601	90604	91746	91789
90241	91732	90602	90605	90631	91792

The **second round** of advertisements were focused on the Avocado Heights community with ads sent to reach users in the following zip codes:

91706	91744	91745	91746
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Table 3.5.5.2-1: Facebook Advertisements

No.	Dates	Run Time	Language	Impressions
1.	06/26/24 – 07/18/24	23 days	English	26,198
2.	06/26/24 – 07/18/24	23 days	Spanish	232,443
3.	08/10/24 – 08/29/24	20 days	English/Spanish	176,477*
Total				435,118*

Table 3.5.5.2-2: Instagram Advertisements

No.	Dates	Run Time	Language	Impressions
1.	06/26/24 – 07/18/24	23 days	English	70,280
2.	06/26/24 – 07/18/24	23 days	Spanish	8,912
3.	08/10/24 – 08/29/24	20 days	English/Spanish	176,477*
Total				255,669*

* Numbers represent a combined count for Facebook and Instagram. Individual counts were not available.

2.6. **CBO Partner Led Notifications & Engagements**

To increase engagement in Equity Focus Communities (EFC) areas, Metro engaged the services of North Star Alliances to lead a strategic community engagement campaign that incorporated community-based organization (CBO) partners and a boots-on-the ground methodology to bring awareness to an even greater range of constituents.

The Partner Team successfully onboarded five (5) CBOs as part of its CBO Partnership Program. This collaborative initiative aimed to leverage the extensive networks and local insights of these organizations to effectively disseminate information regarding the project.

The five CBOs included:

- Mujeres Unidas Sirviendo Activamente (MUSA)
- Rancho Los Amigos National Rehabilitation Center
- Rio Hondo College
- Streets Are For Everyone (SAFE)
- Uptown Whittier Family YMCA

The partnership facilitated a comprehensive series of notification and engagement activities designed to reach a broad audience. Notification efforts encompassed the distribution of flyers and posters, door-to-door notices, the sending of e-blasts/e-newsletters, and the creation of notification toolkits. Furthermore, social media posts, website updates, and local announcements served to amplify the message. On the engagement front, the initiative featured: pop-up outreach booths at key locations along the corridor, and transit intercepts at heavily used bus stops and rail stations within the corridor.

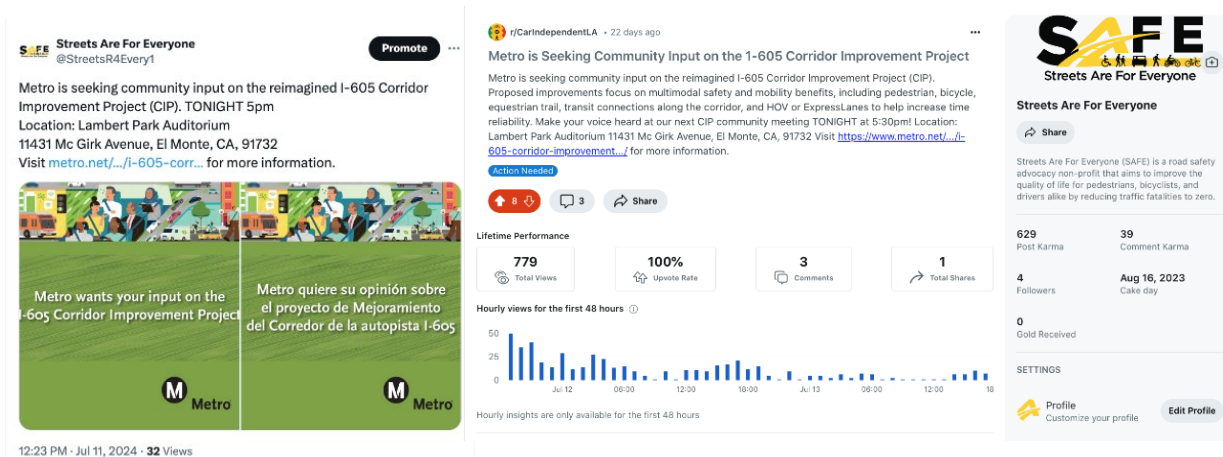


Image 3.6-1: Earned Social Media Posts

Leading up to the above activities, Metro hosted one CBO roundtable meeting with the CBOs. This roundtable meeting was held on July 1, 2024, with four of the five CBOs represented. Metro discussed the history of the project, Metro’s Equity Platform, the CBO Partnership Program, CBO roles and responsibilities for the project, and best practices for engagement. Project awareness and information campaign and schedules of upcoming engagement activities were also discussed.

These efforts not only ensured widespread dissemination of project-related information but also fostered an inclusive environment where community members could engage, inquire, and provide feedback on the project, strengthening the bond between Metro and the communities it serves. Through the CBO Partnership Program’s efforts, at least **34,921 community members** across the corridor have been engaged to date. See Appendix F for more information about the CBO partnership led outreach.

2.6.1. Notification Toolkit

CBOs used the notification toolkit to reach their members via social media, e-blasts, newsletters, and sharing meeting dates and times on their public calendars on their websites. All five CBOs signed up for social media, in which a minimum number of 7,103 people were reached (not all social media data insights were able to be captured, so the actual reach is higher than this number). Four CBOs signed up for e-blasting the information to their contacts (including CBO newsletters), in which a minimum of 15,478 people were reached (we did not receive the full contact numbers from all CBOs). Three CBOs posted the public community meetings on their public calendars on their websites (total number of calendar views is unknown).

2.6.2. Flyer Distribution

Four CBOs signed up for flyer distribution, in which two of the CBOs (MUSA and SAFE) conducted bundled flyer drops at businesses along the corridor, and two of the CBOs (Rio Hondo College and Uptown Whittier Family YMCA) passed out flyers on their campuses. MUSA conducted flyer drops in the Central and South corridors, while SAFE conducted flyer drops in the North and North-Central corridors. In addition, due to the addition of the La Puente in-person community meeting, SAFE conducted an additional round of flyer drops that promoted the new meeting. The flyers distributed included the project fact sheet and the meeting notices. In total, 4,475 flyer sets (fact sheets/meeting notices) were distributed via this method.

2.6.3. Transit Intercepts

Transit intercepts are passing out flyers at high traffic bus or rail stops. Two CBOs signed up for this form of engagement, completing 9 transit intercepts and passing out 5,975 fact sheets and/or meeting notices. Six of the transit intercepts were at bus stops in the communities of Avocado Heights, City of Industry (adjacent to Avocado Heights), La Puente (adjacent to Avocado Heights), Whittier, Pico Rivera, and in Paramount (adjacent to Norwalk/Downey). Three of the transit intercepts were at rail stations: El Monte Station, Norwalk Station, and Lakewood Station (Downey).

Table 3.6.3-1: Summary of Transit Intercepts

No	Date	Location	City
1.	07/03/24	Light Rail Stop	El Monte
2.	07/06/24	Light Rail Stop	Downey
3.	07/07/24	Bus Stop	Downey/Norwalk adjacent
4.	07/07/24	Bus Stop	Downey/Norwalk adjacent
5.	07/08/24	Bus Stop	Pico Rivera
6.	07/09/24	Bus Stop	Avocado Heights
7.	07/09/24	Bus Stop	Whittier
8.	07/10/24	Light Rail Stop	Norwalk
9.	08/21/24	Bus Stop	City of Industry (Avocado Heights adjacent)

2.6.4. Pop-up Events and Information Booths

There were 10 pop-up and information booths. This engagement activity met people where they live, work, and play, as pop-ups were held at parks, farmer’s markets, college campuses, a business expo, and other community events such as Parks After Dark events and Back to School Backpack Giveaway events. Pop-ups were held in the cities of Downey, Whittier, Baldwin Park, Pico Rivera, Norwalk, El Monte, and La Puente (Avocado Heights adjacent). There were more than 1,500 interactions and flyers handed out during these events, including more than 460 people signing up for project updates.

Table 3.6.4-1: Pop-up Events

No	Date	Event Name	Location	CBO	Reach
1.	06/12/24	Rio Hondo College Juneteenth	Whittier	Rio Hondo College	187
2.	06/18/24	Whittier Chamber of Commerce Business Expo	Whittier	YMCA	153
3.	06/27/24	Rancho Los Amigos Farmers Market	Downey	Rancho Los Amigos	124
4.	07/06/24	Marvel Day Market	Baldwin Park	SAFE	60
5.	07/10/24	Rico Rivera Farmer’s Market	Pico Rivera	MUSA	53
6.	07/17/24	Norwalk Summer Nights Concert	Norwalk	MUSA	126
7.	07/25/24	Parks After Dark – San Angelo Park	La Puente	MUSA	44
8.	08/01/24	Parks After Dark – San Angelo Park	La Puente	MUSA	70
9.	08/09/24	LA Care Back to School	El Monte	MUSA	500
10.	08/22/24	Ready, Set, Backpack	El Monte	MUSA	62
Total					1,379



Image 3.6.4-1: Pop-up Event Photos

2.7. Earned Media

Several articles, newsletters, and social media posts were published in response to the project and the community meeting series. The following table details known external media coverage (Appendix G).

Table 3.6.4-1: External Media Coverage

No*	Date	Source	Article / Title
1.	07/18/23	StreetsBlog	Metro Postpones 605 Freeway Widening Project Community Meetings
2.	07/19/23	StreetsBlog	Metro Announces 605 Freeway Widening Project Will Not Demolish Homes
3.	07/01/24	City of Pico Rivera Website	I-605 Corridor Improvement Project
4.	06/17/24	X/Twitter: StreetsBlogLA	Metro just announced that it will host meetings on its plans to widen the 605 freeway...
5.	07/01/24	Instagram: RioHondo_College	Metro is seeking community input on the reimagined I-605 Corridor Improvement Project (CIP)
6.	07/02/24	Instagram: CityofPicoRivera	Metro is seeking community input on the reimagined I-605 Corridor Improvement Project (CIP)
7.	07/08/24	Instagram: YMCAWhittier	PSA: Metro would like your input on the 605-corridor improvement project
8.	07/10/24	StreetsBlog	Metro and Caltrans Still Planning 605 Expansion, Plus Four Connecting Freeways
9.	07/15/24	LAist	LA Metro to hold community meetings for the 605 Freeway expansion project
10.	07/17/24	Instagram: StreetsareForEveryone	Metro wants to hear from YOU about the reimagined I-605 Corridor Improvement Project
11.	08/16/24	LA Daily News	605 Freeway plan won't destroy homes; has wider lanes linked to other freeways
12.	08/26/24	StreetsBlog	I-605 Corridor Improvement Project
13.	08/27/24	Pasadena News Star	Metro 605 freeway may draw some heat at upcoming meeting
14.	08/27/24	San Gabriel Valley Tribune	Metro's 605 Freeway project may draw some heat at upcoming in-person meeting
15.	08/27/24	StreetsBlog LA	Tuesday's Headlines
16.	08/28/24	StreetsBlog LA	Morning Round-up

* Listed earned media includes what was found through an internet search. Additional media may have been shared internally within organizations and groups and/or publicly online but was not identified in search.

3.0 NEXT STEPS

Based on the preliminary study as well as the stakeholder feedback included in this report, the Metro Board of Directors will decide on whether Metro should re-initiate the environmental process for the I-605 Corridor Improvement Project. If the project moves forward, a more formal environmental study will be conducted.



Metro

Board Report

File #: 2020-0733, File Type: Motion / Motion Response

Agenda Number: 42.

REGULAR BOARD MEETING
OCTOBER 22, 2020

Motion by:

DIRECTORS SOLIS, HAHN, GARCIA, FASANA, GARCETTI, AND BONIN

I-605 Corridor Improvement Project Build Alternatives

The I-605 Corridor Improvement Project seeks to modify and/or widen 16 miles of freeway including segments on the I-605, I-10, SR-60, I-5, and I-105 in the Gateway and San Gabriel Valley Subregions. The Project scope currently includes several alternatives that would build various combinations of additional auxiliary, general purpose, high-occupancy vehicle, and high-occupancy toll lanes along the corridor. Preliminary reports for the project suggest that hundreds of partial and full property acquisitions will be necessary in addition to hundreds of temporary and permanent easements, which would affect unincorporated communities as well as the cities of Baldwin Park, Industry, Pico Rivera, El Monte, South El Monte, Whittier, Downey, Norwalk, Santa Fe Springs. The Project alignment moves largely through disadvantaged communities experiencing housing and homelessness crises that have only been exacerbated by the ongoing pandemic.

On September 2, 2020, the Gateway Cities Council of Governments (GCCOG) sent a letter to Metro's Chief Executive Officer requesting to delay the release of the I-605 Corridor Improvement Project Environmental Impact Statement/Environmental Impact Report (EIS/EIR) and to incorporate a local option alternative that reflects the Guiding Principles adopted by the SR-91/I-605/I-405 Corridor Cities Committee in October 2007. The GCCOG's Guiding Principles include a provision that new freeway construction, including the addition of lanes, should be confined to existing State right-of-way in order to preserve and enhance local economies and environments. In response to this letter and to concerns raised by other stakeholders, Metro has agreed to delay the release of the EIS/EIR until early 2021. However, the impacts anticipated for the Project necessitate a fresh look at the scope of work and the alternatives proposed.

California's transportation sector currently accounts for more than 50 percent of the state's greenhouse gas emissions, and vehicle ownership rates have significantly increased in the region over the last 30 years. According to a 2018 study from the UCLA Institute of Transportation Studies, the six-county region covered by the Southern California Association of Governments (Los Angeles, Orange, Riverside San Bernardino, Ventura, and Imperial Counties) added 1.8 million people and 456,000 household vehicles between 1990 and 2000 with an average of 0.25 vehicles per new resident. These numbers exploded to 0.95 vehicles per new resident between 2000 and 2015

resident. These numbers exploded to 0.95 vehicles per new resident between 2000 and 2015 when the region saw 2.3 million people and 2.1 million household vehicles added. Despite Metro's efforts to rapidly expand its transit network, vehicle miles traveled per capita have steadily climbed upwards throughout the county since 2010, and transit ridership across the state has been declining since 2012. Metro has put forth several efforts to restore and increase transit ridership and reduce greenhouse gas emissions including the ongoing NextGen initiative and the advancement of Twenty-Eight by 28' Pillar Projects. Per a motion written by Director Bonin last year, Metro is also working to align its highway program with the Executive Order issued by Governor Newsom in September 2019 which directed the California State Transportation Agency to realign its portfolio of construction, operations and maintenance projects to help reverse trends of rising fuel consumption and greenhouse gas emissions from the transportation sector. However, Metro must also begin taking on a holistic, equity-based examination of its projects' scopes to ensure investments do not increase induced demand or work against existing greenhouse gas emissions reduction goals.

SUBJECT: I-605 CORRIDOR IMPROVEMENT PROJECT BUILD ALTERNATIVES

RECOMMENDATION

APPROVE Motion by Directors Solis, Hahn, Garcia, Fasana, Garcetti, and Bonin that the Board direct the Chief Executive Officer to report back to the Planning and Programming Committee in January 2021 with a status update and in April 2021 with a final report on suggestions for other I-605 build alternatives that consider:

- A. An additional locally-supported alternative that minimizes right-of-way impacts and/or a stand-alone Transportation System/Demand Management (TSM/TDM) alternative similar to the TSM/TDM alternative put forth on the SR-710 North Project; and
- B. A review of the project's purpose and need and its alignment with various local and state policies and plans related to equity, greenhouse gas emissions and vehicle miles traveled.

WE FURTHER MOVE that staff, including the Executive Officer of Equity and Race, engage with the San Gabriel Valley Council of Governments, the Gateway Cities Council of Governments, the I-5 Joint Powers Authority, the County of Los Angeles, corridor cities, and community stakeholders to develop this report. The release of the EIS/EIR should be further delayed until after the final report is received by the Metro Board.



CRASH SEVERITY (2019-2023)

LA METRO I-605 CORRIDOR IMPROVEMENT PROJECT

DATA SOURCE: UNIVERSITY OF CALIFORNIA BERKELEY SAFE TRANSPORTATION RESEARCH AND EDUCATION CENTER, 2024. TRANSPORTATION INJURY MAPPING SYSTEM.

All locations with improvements to crosswalks can consider the following pedestrian improvements:		High Visibility Crosswalks	
		Improved signing and striping including high visibility striping	
		Pedestrian Activated Traffic Control Devices	
		Rapid Flashing Beacons	
		Leading Pedestrian Interval (3 to 7 seconds of "WALK" signal prior to allowing vehicle movement)	
ROUTE	CROSSING	ELEMENT	
I-105	Bellflower Blvd	Pedestrian	Update lighting at ramp intersection crosswalk ADA Curb Ramps
	San Gabriel River	Pedestrian	Pedestrian/Equestrian Trail along North side of the Creek
I-605	Rosecrans Ave	Bus	Potential to improve bus stops on EB/WB Rosecrans near NB ramps.
			Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections. ADA Curb Ramps
	Foster Rd	Pedestrian	Update lighting for bridge widening
	Hoxie Ave	Bus	Potential to improve bus stops on NB Hoxie Ave near Imperial Hwy, EB Imperial Hwy near Hoxie Ave, and EB/WB Imperial Hwy near
		Pedestrian	Update/Add lighting along sidewalk improvements and at ramp intersections. ADA Curb Ramps
	Imperial Hwy	Pedestrian	Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections. ADA Curb Ramps
	Downey Norwalk Rd	Pedestrian	Update lighting for bridge widening
	Firestone Blvd	Bus	Potential to improve bus stops on EB Firestone near Hoxie, and EB/WB on Firestone west of the 605.
		Bike	Class II Bike Lane
		Pedestrian	Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections. ADA Curb Ramps
	Ceceila St	Pedestrian	Update lighting for bridge widening
	Studebaker Ave	Bus	Potential to improve bus stops on NB Studebaker Rd near the NB Ramps, SB Studebaker Rd near Florence Ave, and EB Florence Ave near Studebaker Rd.
		Pedestrian	Update lighting at ramp intersection crosswalk ADA Curb Ramps
	Florence Ave	Pedestrian	Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections. ADA Curb Ramps
	Davenrich St	Pedestrian	Update lighting for bridge widening
Telegraph Road	Pedestrian	Reconfigure NB Ramps to T-intersection to eliminate free movements	
		Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections. ADA Curb Ramps	
I-5	San Gabriel River	Pedestrian	Pedestrian/Equestrian Trail along North and South side of the Creek
	Brookpark Rd	Pedestrian	Proposed Sidewalks
			Pedestrian Bridge to Vista Del Rio Dr
			Add lighting for pedestrian bridge and along sidewalk improvements
			ADA Curb Ramps
	Vista Del Rio Dr	Pedestrian	Proposed Sidewalks
			Pedestrian Bridge to Brookpark Rd
Add lighting for pedestrian bridge and along sidewalk improvements ADA Curb Ramps			
Rosemead Blvd/Lakewood Blvd	Pedestrian	Update lighting at ramp intersection crosswalk	
		ADA Curb Ramps	

All locations with improvements to crosswalks can consider the following pedestrian improvements:		High Visibility Crosswalks Improved signing and striping including high visibility striping Pedestrian Activated Traffic Control Devices Rapid Flashing Beacons Leading Pedestrian Interval (3 to 7 seconds of "WALK" signal prior to allowing vehicle movement)		
ROUTE	CROSSING	ELEMENT		
I-605	Slauson Ave	Pedestrian	Update lighting at ramp intersection crosswalk ADA Curb Ramps	
	Pioneer Blvd	Bus	Potential to improve Bus Stops on NB and SB Pioneer Blvd near Slauson Ave	
		Pedestrian	Update lighting (Slauson Ave to Saragosa St) Upgrade Safe Route to School Markings/Signage ADA Curb Ramps	
			Waddell St	Pedestrian
	Washington Blvd	Transit	Doesn't Preclude Eastside Transit Corridor Phase 2 (E Line)	
		Bus	Potential to improve Bus Stops on EB and WB Washington Blvd near Pioneer Blvd	
		Pedestrian	Update/Add lighting at ramp intersection and along sidewalk improvements ADA Curb Ramps	
	Saragosa St	Pedestrian	Update lighting for bridge widening and at ramp intersections	
	Dunlap Crossing Rd	Pedestrian	Update lighting for bridge widening	
	Bexley Dr	Pedestrian	Update lighting for bridge widening	
	Whittier Blvd	Transit	Potential to improve Bus Stops on EB and WB Whittier Blvd near Pioneer Blvd	
		Pedestrian	Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections. ADA Curb Ramps	
	Esperanza Ave	Pedestrian	Reconfigured to T-Intersection to eliminate free movements for safer pedestrian movements ADA Curb Ramps	
	Beverly Blvd	Bus	Potential to improve Bus Stops on EB and WB Beverly Blvd Near Abbeywood Ave and EB East of Pioneer Blvd	
		Bike	Class II Bike Lane (Connection to San Gabriel River Trail)	
		Pedestrian	Reconfigured SB Intersection to Diamond Interchange to eliminate free movement for safer pedestrian movements Update/Add lighting along sidewalk improvements and at ramp intersections. ADA Curb Ramps	
	San Gabriel River Pkwy	Bike	Class II Bike Lane	
		Pedestrian	ADA Curb Ramps	
	Rose Hills Rd	Pedestrian	Reconfigured SB Intersection to Diamond Interchange with Loop Entrance Ramp to eliminate free movements for safer pedestrian movements Update/Add lighting along sidewalk improvements and at ramp intersections. ADA Curb Ramps	
		Equestrian	8' wide sidewalks to accommodate equestrian crossings to Pico Rivera Sports Arena	
	Peck Rd	Bike	Class II Bike Lane	
		Pedestrian	Reconfigured SB Ramps to Diamond Interchange to eliminate free movements Update/Add lighting along sidewalk improvements and at ramp intersections. ADA Curb Ramps	
	Pellessier Pl	Pedestrian	Update lighting at ramp intersection crosswalk ADA Curb Ramps	
	San Jose Creek	Pedestrian/ Equestrian	Pedestrian/Equestrian Trail along North side of the Creek (San Gabriel Valley Greenway Network)	
	Valley Blvd	Pedestrian	Reconfigure NB and SB Ramps to T-intersection to eliminate free movements Maintain access to River Park (Emerald Necklace Plan) Update/Add lighting along sidewalk improvements and at ramp intersections. ADA Curb Ramps	
			Temple Ave	Additional Lighting Update/Add lighting along sidewalk improvements
			Walnut Creek	Pedestrian/ Bike Lighting can be provided for existing access on north side of creek. Planning will not preclude future pedestrian/bike trail access to San Gabriel River Trail (San Gabriel Valley Greenway Network)

ROUTE	CROSSING	ELEMENT	
SR-60	Durfee Ave	Pedestrian	Update lighting at ramp intersection crosswalk
			ADA Curb Ramps
	Peck Road	Bus	Potential to improve Bus Stops on NB and SB Peck Rd near Durfee Ave
			Bike
		Pedestrian	Reconfigure SB Ramps to T-intersection to eliminate free movements
			Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections.
	Crossroads Pkwy South	Bus	ADA Curb Ramps
			Potential to improve Bus Stop near Crossroads Retail Court/Puente Hills Landfill
		Pedestrian	Roundabout (Provides pedestrian refuges, slower speed and reduced conflict points)
			Update/Add lighting along sidewalk improvements and at ramp intersections.
	7th Ave	Bus	ADA Curb Ramps
			Potential to improve Bus Stop for NB 7th Ave across from WB On-Ramp
			Update lighting at ramp intersection crosswalk
	Gale Ave	Pedestrian	ADA Curb Ramps
Potential to improve Bus Stop near In-N-Out			
Update lighting at ramp intersection crosswalk			
I-10	Exline St	Pedestrian	ADA Curb Ramps
			Maintain existing raised crossings
	Cogswell Rd	Bus	Potential to improve bus stop on NB and SB Cogswell Rd near Exline St
			Pedestrian
	Durtee Ave	Bus	Potential to improve bus stop on Garvey Ave near Durfee Ave
			Bike
		Pedestrian	Update lighting for bridge widening
			Upgrade Safe Route to School Markings/Signage
San Gabriel River	Pedestrian	Pedestrian/Equestrian Trail along South side of the Creek	



**I-605 Corridor Improvement Project (CIP)
Motion 42 Final Report
January Board Meeting 2025
File #2024-0536**

I-605 CIP Motion 42

Report back to the Metro Board with a Final Report on suggestions for the I-605 Build Alternatives that considers:

Motion 42 Mandate:

- A. An additional locally-supported alternative that minimizes right-of-way impacts and/or a stand-alone Transportation System Demand Management (TSM/TDM) alternative similar to the TSM/TDM alternative put forth on the SR-710 North Project.
- B. A review of the Project's Purpose and need and its alignment with various local and state policies and plans related to equity, greenhouse gas emissions and vehicles miles traveled.

Board Report Consideration:

- A. RECEIVE AND FILE the I-605 CIP Community Outreach Summary Report that describes the community reengagement meetings that were held to present revised alternatives and findings in accordance with Board Motion 42; and
- B. REAUTHORIZE the work that is needed to re-initiate the environmental review phase of the I-605 CIP with an emphasis on safety and multimodal projects, with the understanding that all Alternatives may be subject to Vehicle Miles Traveled (VMT) mitigation analysis except Alternative 2.

I-605 Corridor Deficiencies

The I-605 freeway was constructed in the 1960s and experiences chokepoints, congestion, and conflicts resulting from significant population and goods movement growth, and a lack of multimodal transportation options. Key deficiencies include:

- Safety and mobility challenges for the communities the freeway bisects, particularly at on/off-ramps and underpasses.
- Nonstandard weaving distances, impacting safety and capacity.
- Narrow or non-existent shoulders and lane widths.
- Short spacing between system and local interchanges, causing merging and weaving challenges.



I-605 Freeway Collisions (2012-2015)		
Freeway Route	Fatalities	Total Collisions
I-605	11	3,329
SR-60	11	1,771
I-10	5	2,387
I-105	1	375
I-5	1	990

Source: Caltrans Traffic Accident Surveillance and Analysis Systems (TASAS) Table B and TASAS Selective Accident Retrieval (TSAR) for a 3-year period. (protected by 23 USC §407)

- Predominant crash types include rear-end and sideswipe collisions caused by speeding, lane-changing activities, improper turns, and restricted geometry.

Motion 42 Outcome

Highway Investment

- Highway safety improvements
- Multimodal and complete Street Improvements
- TSM/TDM improvements

Equity Platform

- Prior 2020 project proposed to acquire about 380 homes
- After 2020 project proposed to acquire zero homes
- Provide mobility options and access

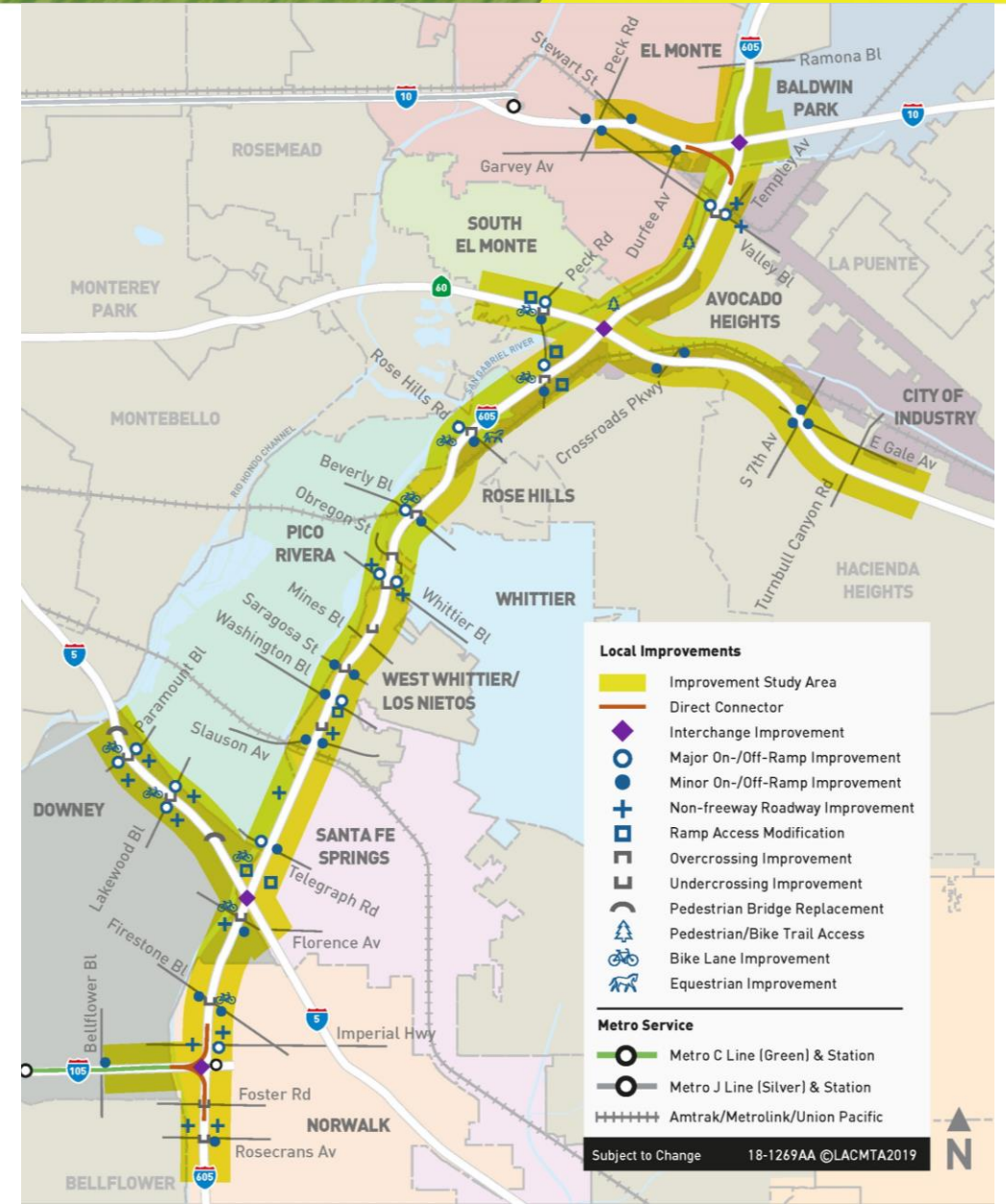
State Initiatives

- Metro Objectives for Multimodal Highway Investments
- Caltrans Complete Streets Action Plan (2022)



Project Alternatives

- Alternative 1: Existing conditions (No Build).
- Alternative 2: Convert existing HOV lanes into ExpressLanes, plus details below.
- Alternative 3: Convert the existing HOV lanes into ExpressLanes, add an additional ExpressLane in each direction, plus details below.
- Alternative 4: Maintain the existing HOV lanes, add a second HOV lane in each direction, plus details below.
- **All Build Alternatives (2, 3, 4):**
 - Incorporate multimodal TSM/TDM improvements.
 - Increase person throughput while avoiding residential displacements.
 - Address freeway, on/off ramp, and interchange safety improvements.
 - Improve multimodal transportation options.
 - Address pedestrian/bike/equestrian/trail improvements.
- Project alternatives may be advanced in full or through a phased approach as funding becomes available.



Community Meeting Summary

Over 300 public comments were received during the meeting series. Key points raised in these comments include:

- Concerns regarding right-of-way (ROW) acquisitions, specifically details about partial and commercial property acquisitions
- Freeway noise concerns due to inadequate soundwall height
- Potential construction impacts on surrounding areas
- Safety concerns at the I-105 and Studebaker intersection, and other specific areas
- Bike lane safety issues
- Support for alternatives like carpool and High-Occupancy Toll (HOT) lanes without the need for acquisitions, freeway expansion, or increased congestion
- Suggestions for improvements that could benefit both local and highway traffic operations and speed
- Issues related to single-occupancy vehicle use in HOT lanes
- Queries on how to address induced demand and vehicle miles traveled (VMT)
- Recommendations to eliminate bottlenecks and consider climate change in planning



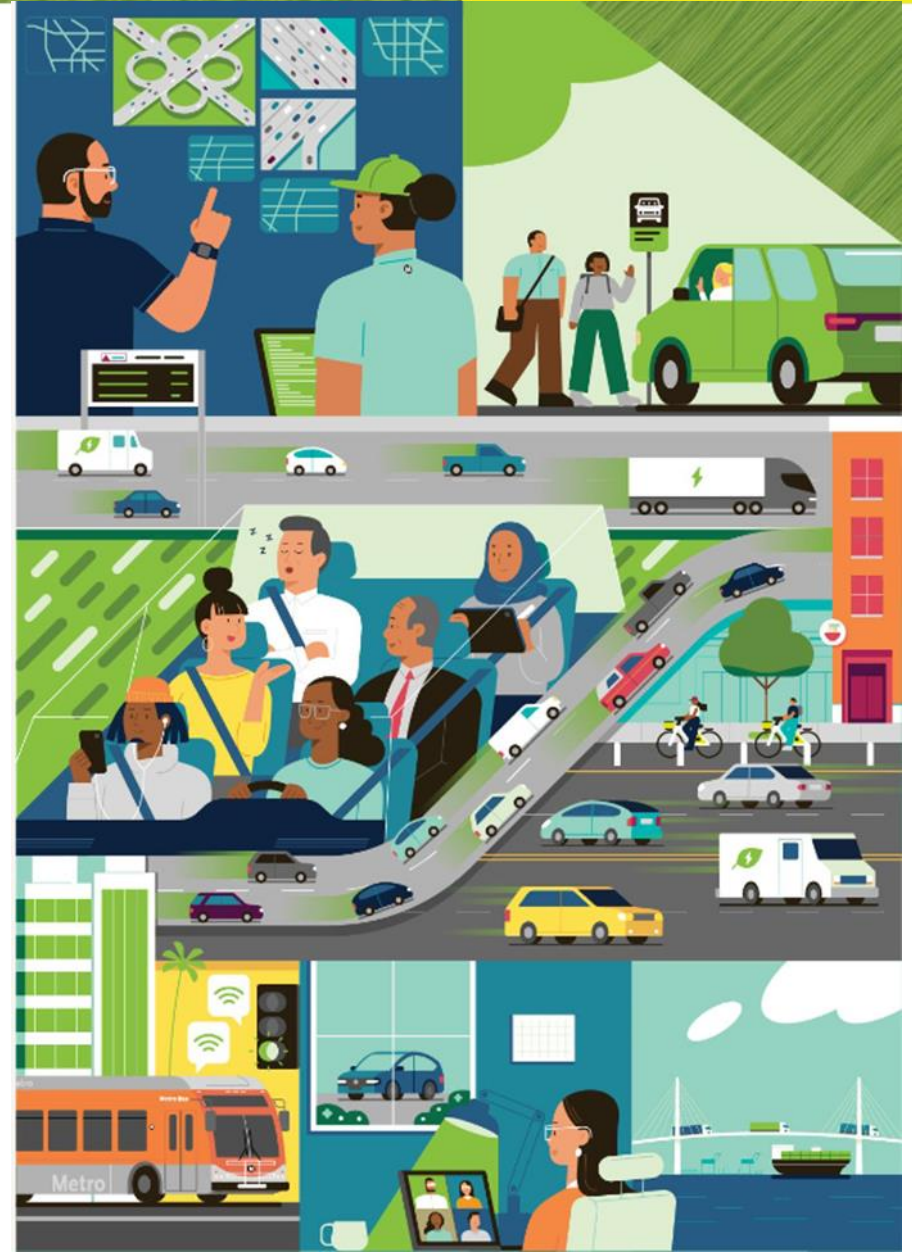
No	Date / Time	Location / Address	Sign-ins Collected		Questions / Comments
			Email / Mobile Phone	Attendees (Approx.)	
1.	Tuesday, July 09, 2024 6:00pm – 8:00 pm	The Arc, Reagan Banquet Center 9545 Washburn Rd Downey, CA 90242	33/30	63	16
2.	Wednesday, July 10, 2024 6:00pm – 8:00 pm	Pico Rivera Golf Club 3260 Fairway Dr Pico Rivera, CA 90660	26/26	51	36
3.	Thursday, July 11, 2024 5:30 pm – 7:30 pm	Lambert Park Auditorium 11431 McGirk Av El Monte, CA 91732	16/8	19	9
4.	Tuesday, July 16, 2024 12:00 pm – 1:30 pm	Zoom Webinar	84	94	89
5.	Thursday, July 18, 2024 6:00 pm – 8:00 pm	Cerritos College, Fine Arts Building 11110 Alondra Blvd Norwalk, CA 90650	19/8	22	21
6.	Thursday, August 29, 2024 6:00 pm – 8:00 pm	San Angelo Park 245 S San Angelo Av La Puente, CA 91746	41/18	58	31
Total			219/90	307	202

Next Steps

Upon approval by the Board, staff will resume work on the environmental review phase of the retooled I-605 CIP, in accordance with Motion 42.

Upon reinitiation of the environmental process:

- Staff will develop an implementation plan and identify segments and priorities with independent utility that can be constructed
- Consult with Caltrans and the local jurisdictions.
- Staff will return to the Board for contract amendments as necessary.
- Continue to seek federal and state grant funds to support the improvements.
- Staff will report back to the Board at major milestones, as needed.





Board Report

File #: 2024-1018, File Type: Agreement

Agenda Number: 12.

PLANNING AND PROGRAMMING COMMITTEE
JANUARY 15, 2025

SUBJECT: EASTSIDE PHASE 2 TRANSIT CORRIDOR PROJECT - COOPERATIVE AGREEMENTS

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER authorizing the Chief Executive Officer (CEO) or her designee to:

- A. EXECUTE a Cooperative Agreement (CA) with the City of Montebello for the Eastside Transit Corridor Phase 2 Project Corridor; and
- B. NEGOTIATE and execute as-needed agreements with other responsible stakeholder agencies, including the cooperative agreements with corridor cities (cities of Commerce, Pico Rivera, Santa Fe Springs, Whittier) and railroad operators.

ISSUE

The execution of the Cooperative Agreement (CA) and other agreements are key steps in the delivery of the Eastside Transit Corridor Phase 2 Project (Project). The completion of this Project will require extensive design reviews, utility coordination, and various approval processes, as well as obtaining permits for construction within each responsible stakeholder agency. The City of Montebello approved the CA for this project during their city council meeting on November 13, 2024. The Board’s approval to execute the CA acknowledges a commitment for Metro, the corridor cities involved, and other responsible agencies, such as Class I railroad operators, to collaborate in advancing and implementing the Project.

BACKGROUND

At its May 2024 meeting, the Board approved the full 9-mile Eastside Transit Corridor Phase 2 Project, with a 4.7-mile Initial Operating Segment (IOS) to Greenwood Station and a Maintenance and Storage Facility in the City of Montebello and certified the Final Environmental Impact Report (Final EIR) of this Project. The Board had previously directed staff to reinstate the NEPA environmental clearance process for the Initial Operating Segment (IOS) to pursue federal funding for the project’s IOS. Metro anticipates reinstating the NEPA clearance process in early 2025. The Project is a Measure R and Measure M project that is included in the 2020 Long Range

Transportation Plan (LRTP) and the Southern California Association of Governments (SCAG) 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The Measure M Ordinance identifies \$3 billion (2015 \$) in Measure M and other local, state, and federal funding for the Project.

At its September 2024 meeting, the Board approved a contract modification to continue project design from 15% Advanced Conceptual Engineering to 30% Preliminary Engineering (PE) design for the 4.7-mile IOS to the Greenwood Station for this Project. This PE phase will advance the project design of complex components, such as twin-bored tunnels, cut and cover stations, cross passages, transition structures, a maintenance storage facility, etc. It also will include a geotechnical analysis of the underground alignment between the relocated Atlantic Station in East Los Angeles and the proposed Commerce Citadel Station in the City of Commerce and further design of conflicting utilities requiring relocation. The design review process involves the collaboration with corridor cities on the removal, replacement, restoration, alternative, reconstruction and relocation of all or a portion of city facilities to accommodate the Project and requires city participation in meetings as part of the ongoing Preliminary Engineering and through construction of the Project. Executing the CAs with the corridor cities is a key next step for the parties on the coordination process and utility relocations to ensure successful delivery of the Project and to demonstrate the level of support required by key stakeholder to pursue federal funding.

DISCUSSION

Since early 2024, Metro has been working closely with the Washington Light Rail Transit Coalition cities to advance the Project including development of the terms and provisions of the CA. Metro held various working sessions in 2024 with the city managers or key staff from the Cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, and Whittier to discuss the terms of the CA and provide responses to Cities' comments. These were followed by various individual sessions with the Cities to further address specific comments. By signing the CA, both Metro and the Cities acknowledge the ESP2 Project as a high-priority public works project, providing Metro with expedited review and approval procedures in connection with design, design reviews, permitting, property acquisition, and other authority to be exercised by the Cities. The CA defines procedures, identifies roles and responsibilities, and allocates costs between Metro and the Cities for the Cities' portion of the ESP2 Project as it relates to design, construction, operation, and maintenance of the proposed extension of the light rail transit line.

Following are the key components of the Cooperative Agreement with the Washington Coalition corridor cities:

- Reimbursement of costs to the Cities for project-related work
- Duration of the agreement
- Cities and Metro representatives
- Basis and agreement on scope through Cities' jurisdiction
- Process and agreement on design review procedures and time periods for review and approval
- Basis of Design for Enabling Works

- Maintenance responsibilities of elements within Cities' jurisdiction

With the approval of the CA, all costs incurred by Cities' staff and their consultants for design review and permit coordination, among others, would be reimbursed by Metro through an annual plan authorization process specified in the CA. In doing so, Cities agree to waive all permit fees. The CA does not relieve Metro or its contractor(s) from the requirements of submitting all plans, documents, and reports for review and comment before obtaining the Cities' approval prior to the start of any construction activity within the public right-of-way.

In addition, the Project involves the design and construction of grade-separated crossings over or under freight railroads in the Cities of Commerce and Montebello. Metro has initiated design coordination and is developing cooperative agreements with two railroad companies, Burlington Northern Santa Fe (BNSF) Railway and Union Pacific Railroads (UPRR). Other agreements such as self-permitting and franchise agreements will be developed and negotiated separately due to the complexity of roles and responsibilities of those specific agreements.

The CA has been approved by City Council of Montebello on November 13, 2024. Metro will continue working with the other four corridor cities to finalize the agreements in early 2025. As CAs are approved by the remaining individual city councils (Commerce, Pico Rivera, Santa Fe Springs, Whittier), staff recommends the Board also authorizes the CEO or her designee to approve any additional agreements that may be needed for other responsible stakeholder agencies and any necessary future revisions and/or updates to the other agreements.

DETERMINATION OF SAFETY IMPACT

Recommended actions will not affect the safety of Metro customers and/or employees because this Project is in the planning phase and no construction or operational safety impacts result from this Board Action.

FINANCIAL IMPACT

The Project will be constructed in two Phases, including Phase 2A (4.7-mile IOS to the Montebello Greenwood Station) and Phase 2B (future E-Line Extension to Whittier). The Board's certification of the Project's final EIR and project approval in May 2024 represents Metro's commitment to the complete buildout of the Project. In addition, the Board's approval for the Preliminary Engineering (30% design) contract modification for the IOS in September 2024 allows staff to continue collaborating with the corridor cities on the cooperative agreements and advancing the design, right-of-way acquisition, and relocation process, and advance utility relocation work for the IOS. Staff will continue to update communities as part of the reinitiated NEPA clearance process and continue project design development.

Impact to Budget

Funding for this action comes from Measure R, 35% Transit Capital, Measure M funds, as well as state grant funds that have been awarded to the Project. The FY 2025 budget includes approximately \$9M in Cost Center 4310 (Mobility Corridors), Project 460232. Since this Project is a multi-year environmental planning process, the Cost Center Manager and Chief Planning Officer will be

responsible for budgeting in future years. These funds are not eligible for bus or rail operating expenses.

EQUITY PLATFORM

Board's approval for the CA is consistent with the goals and objectives outlined in the Metro Equity Platform Framework that identified that the Project traverses through Equity Focus Communities (EFCs) along the eastern portion of Los Angeles County. The full project alignment traverses six (6) Equity-Focused Communities (EFC), which are in the Cities of Montebello, Commerce, Pico Rivera, Santa Fe Springs, Whittier, and unincorporated communities of East Los Angeles and West-Whittier-Los Nietos. There are 2,281 transit-dependent households along the project alignment and 1,828 transit-dependent households along the IOS. This Project will benefit these EFCs and other communities along the eastern portion of Los Angeles County by providing access to a reliable light rail system and filling a current gap in high-quality transit services. When the eventual build-out of the project occurs, communities along the corridor will have access to the Metro regional network providing residents with critical transit service to access greater employment, health, and educational opportunities that include, but are not limited to, Whittier College, East Los Angeles College, Citadel Outlets, Historic Whittier Boulevard retail, and Presbyterian Intercommunity Hospital.

The execution of the CA and other as-needed agreements with other responsible stakeholder agencies is essential to the successful and timely completion of this project, and subsequent benefits for project area communities.

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.

ALTERNATIVES CONSIDERED

The Board may choose not to approve the recommendations, however, doing so may hinder Metro's delivery of this Measure M project according to the timeline outlined in the Expenditure Plan.

NEXT STEPS

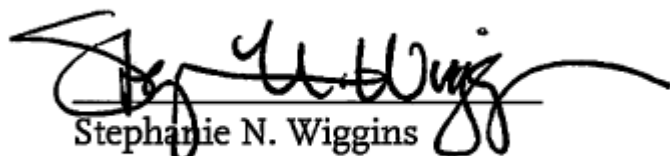
Upon Metro Board approval, the CEO or her designee will execute the CA between Metro and the City of Montebello. Staff will continue to work with other responsible stakeholder agencies (corridor cities and railroads) to develop agreements, annual work plans, and create a work order for payment.

ATTACHMENTS

Attachment A - City of Montebello City Council Meeting Staff Report (November 13, 2024)

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Stephanie N. Wiggins
Chief Executive Officer



ITEM # 15

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE RESOLUTION NO. 24-84 EASTSIDE TRANSIT CORRIDOR PHASE 2 PROJECT (“ESP2 PROJECT”) COOPERATIVE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“LACMTA”)**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-84, approving the cooperative agreement (MCA) by and between the City of Montebello (City) and LACMTA related to the ESP2 Project; and
2. Authorize the City Manager to execute the cooperative agreement; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the execution of this specific agreement. LACMTA Measure “M” guidelines reflect provisions adopted by the LACMTA Board (including Motion 14.2 (1026-0451) passed on May 26, 2016) that allow for local jurisdictions, through an agreement with LACMTA, to meet all or portion of their 3% Contribution obligation through first/last mile investments (known as the 3% Local Funding Contribution Credit”). This MCA does not address, and is not intended to address, any terms and conditions with respect to any 3% Contribution for the ESP2 Project by the City nor any 3% Local Funding Contribution Credit for first/last mile investments. Any terms related to the City’s 3% Contribution, 3% Local Funding Contribution Credit, or any other in-kind contributions, will be discussed, negotiated, and agreed by LACMTA and the City under a separate agreement.

BACKGROUND/DISCUSSION:

The ESP2 Project intends to expand the Metro E Line, a light rail transit line, from its current terminus at the Atlantic Station in the unincorporated community of East Los Angeles to the City of Whittier. The approximate 9-mile extension will run through the Gateway Cities subregion of Los Angeles, including through the cities of Commerce, Montebello, Santa Fe Springs, Pico Rivera, Whittier, and unincorporated communities of East Los Angeles and West Whittier-Los Nietos.

Funded in large part by Measure M, the ESP2 Project requires local jurisdictions to pay three percent (3%) of the total project cost of the Measure M rail project (known as the “3% Contribution”). It should be noted that the MCA presented to the City Council for consideration is not intended to address the City’s 3% Contribution nor meant to address any other in-kind contribution at this time. Further discussions and negotiations with LACMTA regarding the City’s financial contributions is expected to take place within the next 18-24 months. Rather, the intent of the MCA is to identify the rights and responsibilities of each of the local participating agencies and LACMTA with respect to the design, construction, operation, and maintenance of the EPS2 Project. The MCA also addresses the allocation of costs and the procedures for the City to be reimbursed for conducting design reviews and construction support services.

Construction for the initial phase of the ESP2 Project is scheduled to begin in 2029. Once fully completed, the project will increase mobility operations for the local participating cities. If approved by the City Council, the MCA is then expected to be presented to the LACMA Board of Directors at the end of 2024.

ENVIRONMENTAL:

LACMTA is the lead agency for the ESP2 Project. On May 23, 2024, LACMTA’s Board of Directors approved the certification of the Final Environmental Impact Report (EIR) for the EPS2 Project in accordance with the California Environmental Quality Act (CEQA). The LACMTA Board’s approval finalizes the EIR for the two-phased project. A copy of the EIR, along with other planning and environmental records can be located on LACMTA’s website: <https://boardagendas.metro.net/board-report/2024-0190/>

In February 2022, the LACMTA Board directed its staff to reinstate the National Environmental Policy Act (NEPA) process for federal environmental clearance which will enable LACMTA to seek federal funding opportunities for the project.

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council adopt Resolution No. 24-84 to approve the MCA by and between the City and LACMTA related to the ESP2 Project; authorize the City Manager to execute the MCA on the City’s behalf; and take any additional steps

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

Page 3 of 3

reasonably necessary to finalize the MCA in a form approved by the City Attorney.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-84 ESP2 MCA Approval
2. Attachment B - ESP2 - Cooperative Agreement - City of Montebello - Execution Version

RESOLUTION NO. 24-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE EASTSIDE TRANSIT CORRIDOR PHASE 2 PROJECT COOPERATIVE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“LACMTA”)

RECITALS

WHEREAS, largely funded by Measure M, the City of Montebello (“City”) is a local jurisdiction participating in the approximate 9-mile expansion of LACMTA’s Metro E Line, a light rail transit line, from its current terminus at the Atlantic Station in the unincorporated community of East Los Angeles, through various cities, including the City, and ending in the City of Whittier (known as the “ESP2 Project”); and

WHEREAS, as a local jurisdiction participating in the ESP2 Project, the City has been presented with a cooperative agreement with LACMTA, which addresses the City’s portion of the design, construction, operation, and maintenance of the ESP2 Project; and

WHEREAS, the cooperative agreement is not intended to address the City’s funding contribution, which shall be discussed, negotiated, and memorialized in a further agreement to be considered by the City Council at a later time; and

WHEREAS, once fully completed, the ESP2 Project will increase mobility operations for the local participating cities, including the cities of Commerce, Montebello, Santa Fe Springs, Pico Rivera, Whittier, and unincorporated communities of East Los Angeles and West Whittier- Los Nietos; and

WHEREAS, if approved by the City, the MCA will be presented to LACMTA’s Board of Directors at the end of 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

SECTION 1. The City Council of the City of Montebello hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as findings and as a substantive part of this Resolution.

SECTION 2. The Cooperative Agreement for the Design and Construction of the Eastside Transit Corridor Phase 1 Project by and between the City of Montebello and the Los Angeles County Metropolitan Transportation Authority (the “MCA”) is hereby approved.

SECTION 3. The Mayor is hereby authorized to execute this Resolution for and on behalf of the City of Montebello.

SECTION 4. The City Manager is hereby authorized to execute the MCA for and on behalf of the City of Montebello and take any additional steps reasonably necessary to finalize the MCA in a form approved by the City Attorney.

SECTION 5. This Resolution shall take full force and effect immediately upon adoption by the City Council.

APPROVED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-84 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of November 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

**COOPERATIVE AGREEMENT FOR THE DESIGN AND
CONSTRUCTION OF THE EASTSIDE TRANSIT CORRIDOR PHASE 2
PROJECT**

BETWEEN

THE CITY OF MONTEBELLO

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

_____ **2024**

EFFECTIVE DATE

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This Agreement is entered into by and between the City of Montebello ("**City**"), and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**").

RECITALS

- (A) LACMTA proposes to develop and open an extension of the Metro E (Gold) Line light rail transit line known as the Eastside Transit Corridor Phase 2 Project (as further defined in Section 11.1 (Definitions), "**ESP2 Project**"). The ESP2 Project is an approximately 9-mile light rail transit extension from the existing Metro E (Gold) Line serving the cities and communities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, Whittier, and unincorporated East Los Angeles and West Whittier-Los Nietos. At the December 2022 Board meeting, the Board approved a 4.6-mile initial operating segment extending the E-Line to Greenwood Station as the locally preferred alternative ("LPA"). The LPA includes design options for Atlantic/Pomona (open underground station) and Greenwood Station (at-grade) and a maintenance and storage facility located in the City of Montebello.
- (B) The ESP2 Project will serve various cities and communities including the City and the City intends, by this Agreement, to facilitate the development and implementation of the City Portion of the ESP2 Project.
- (C) This Agreement does not address, and is not intended to address any terms and conditions with respect to any first/last mile projects. Any terms and conditions with respect to any first/last mile projects will be discussed, negotiated and agreed by LACMTA and the City under a separate agreement.
- (D) The Measure M ordinance requires local jurisdictions to pay three percent of the total project cost of a major Measure M rail project (known as the "**3% Contribution**"). The Measure M guidelines reflect provisions adopted by the LACMTA Board (including Motion 14.2 (2016-0451) passed on May 26, 2016) that allow for local jurisdictions, through an agreement with LACMTA, to meet all or a portion of their three-percent local contribution obligation through first/last mile investments (such portion being the "**3% Local Funding Contribution Credit**"). This Agreement does not address, and is not intended to address any terms and conditions with respect to any 3% Contribution for the ESP2 Project by the City nor any 3% Local Funding Contribution Credit for first/last mile investments. Any terms and conditions with respect to any 3% Contribution for the ESP2 Project, including any terms relating to any 3% Local Funding Contribution Credit or other in-kind contributions, will be discussed, negotiated and agreed by LACMTA and the City under separate agreements.
- (E) This Agreement does not address and is not intended to address any terms and conditions with respect to the LACMTA Board's Land Bank Pilot Partnership with Los Angeles County Motion (June 2022 and any other relevant dates). Any City participation in, and the terms and conditions with respect to any City participation in, any such programs and initiatives will be discussed, negotiated and agreed by responsible parties under a separate agreement.
- (F) LACMTA and the City wish to enter into this Agreement in order to identify the rights and obligations between the Parties in connection with the development and implementation of the ESP2 Project.

In consideration of the mutual covenants of the Parties as set out below, the Parties hereby agree as follows:

ARTICLE 1. SCOPE AND DURATION

1.1 Scope of Agreement

- (a) The City has acknowledged the ESP2 Project as a high-priority public works project and has agreed to provide LACMTA with expedited review and approval procedures in connection with design, design reviews, permitting, property acquisition, and other authority to be exercised by the City relating to the ESP2 Project. The Parties acknowledge that this Agreement is being entered into while the environmental review and approval process is ongoing and the Final Environmental Documents are being prepared. The signing of this Agreement by the City does not prejudice its right to participate in the environmental review and approval process nor does it predetermine the outcome of that process.

- (b) The Parties have entered into this Agreement to:
 - (i) acknowledge the intended scope, schedule and site for the ESP2 Project as set out in EXHIBIT 1 (Project Description), EXHIBIT 2 (Project Phases and Project Schedule) and EXHIBIT 3 (Project Site) respectively; and
 - (ii) define the applicable procedures, manage the interfaces and regulate the roles and responsibilities and allocation of Costs between LACMTA and the City, with respect to the Design, Construction, operation, and maintenance of the ESP2 Project as it relates to the City Portion and any Rearrangements.
- (c) As of the date of this Agreement, the contracting and procurement plan for the ESP2 Project is under development by LACMTA. LACMTA may procure the Design, Construction, operation, and maintenance of the ESP2 Project, including the City Portion, under multiple procurements and contract packages, utilizing any delivery method, and may self-perform parts of the Design, Construction, operation, and maintenance of the ESP2 Project, including the City Portion.
- (d) The City acknowledges and agrees that LACMTA may: (i) engage LACMTA Contractors to carry out the Design, Construction, operation and/or maintenance work with respect to the City Portion including the Design and/or Construction of Rearrangements; and (ii) in each LACMTA Contract, require the applicable LACMTA Contractor to comply with LACMTA obligations under this Agreement provided that nothing in this Agreement will create any contractual relationship between the City and any LACMTA Contractor and, in accordance with Section 10.11 (Limitation on Third Party Beneficiaries), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the City toward any LACMTA Contractor.
- (e) The City acknowledges that as of the date of this Agreement, the ESP2 Project is currently in the Planning and Advanced Conceptual Engineering Phase and LACMTA may elect: (i) not to proceed with the ESP2 Project; or (ii) to amend the scope of the ESP2 Project, each in its sole discretion.
- (f) LACMTA shall promptly notify the City of: (i) its contracting and procurement plan, once determined; and (ii) any changes to the scope of the ESP2 Project, in each case to the extent that such plan or changes have or are reasonably likely to have an impact on the scope, schedule or roles and responsibilities for the City Portion or the provisions and procedures set out under this Agreement. The Parties shall use good faith efforts to agree to any amendments or supplements to this Agreement necessary as a result of any such plan or change notified by LACMTA to the City.

1.2 Duration of Agreement

This Agreement (and all of the rights and obligations under this Agreement) will come into effect on the Effective Date and continue until the first day on which passenger service on the ESP2 Project commences for the City Portion, unless terminated earlier in accordance with the provisions of this Agreement or extended in accordance with Article 6 (Operation and Maintenance).

ARTICLE 2. GENERAL OBLIGATIONS

2.1 Governance

- (a) The roles and responsibilities of the City and LACMTA are set out in EXHIBIT 4 (Roles and Responsibilities) and the Parties agree to utilize the issue resolution ladder and decision-making protocols set out in EXHIBIT 4 (Roles and Responsibilities) in implementing this Agreement.
- (b) The City and LACMTA shall each designate a City Representative and LACMTA Representative, respectively. EXHIBIT 4 (Roles and Responsibilities) provides initial designations. Either Party may change its designated representative by providing seven Days' prior Notice to the other Party.

- (c) The City acknowledges and agrees that any individual assigned by the City to provide support and/or services for the ESP2 Project must attend an LACMTA training session on the terms and conditions of this Agreement prior to performing any work under this Agreement. The participation of City personnel in training under this Section 2.1 is eligible for reimbursement under Section 2.2 (Annual Work Plan), Section 2.3 (Work Orders) and Section 7.1 (Reimbursements to the City).
- (d) Where a meeting of multiple cities involved in the ESP2 Project may be helpful due to issues, or potential issues, and/or solutions that impact multiple cities or to give an update on the overall status or progress on the ESP2 Project, LACMTA may invite the City to attend meetings together with other cities impacted by the ESP2 Project. On LACMTA's written request, the City shall ensure the attendance (in-person or via videoconference or teleconference) of the City Representative (or a delegate) at any such meeting.
- (e) LACMTA may convene Project Meetings in relation to the ESP2 Project or particular aspects of the ESP2 Project for the purposes of providing a non-binding forum for LACMTA, LACMTA Contractors and other attendees to monitor the progress of the ESP2 Project, to consider issues or potential issues, and to present, understand and discuss proposed solutions with respect to the ESP2 Project. On LACMTA's written request, the City shall ensure the attendance (in person or via videoconference or teleconference) of the City Representative (or a delegate) at any Project Meeting held with respect to the City Portion during normal business hours and upon reasonable notice. The purpose of inviting the City to participate in Project Meetings is to create greater transparency about the status of the ESP2 Project, to discuss potential/issues or concerns involving the City, and to explore solutions to those issues or concerns. Any Project Meeting attended by the City Representative (or a delegate) is consultative and advisory only, and nothing that occurs during any such Project Meeting and no information that is presented during any such Project Meeting will:
 - (i) affect the rights or obligations of either Party under this Agreement;
 - (ii) entitle a Party to make any claim against the other;
 - (iii) relieve a Party from, or alter or affect, a Party's liabilities or responsibilities whether under this Agreement or otherwise according to Applicable Law; or
 - (iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law.

Any amendments to the terms of this Agreement discussed during a Project Meeting must be formalized and documented in accordance with the terms of this Agreement to take effect as a contractual obligation. If the City believes that any proposed actions discussed by LACMTA or an LACMTA Contractor during a Project Meeting conflict with the terms of this Agreement, the City shall send a Notice to LACMTA to outline the conflict and the Parties shall address the conflict in accordance with Part C (Issue Resolution Ladder and Decision-Making Protocols) of EXHIBIT 4 (Roles and Responsibilities).

2.2 Annual Work Plan

- (a) LACMTA and the City will cooperate to develop an agreed Annual Work Plan for each LACMTA Fiscal Year during the Term, in accordance with the following provisions:
 - (i) not later than July 31 of each LACMTA Fiscal Year during the Term (or in the case of the first partial LACMTA Fiscal Year during the Term, no later than 30 Days after the date of this Agreement), LACMTA shall provide to the City, Preliminary Projections of anticipated scope activities for the upcoming LACMTA Fiscal Year;
 - (ii) within 30 Days after the City's receipt of the Preliminary Projections, the City shall submit a preliminary annual work plan to LACMTA for the next LACMTA Fiscal Year, which will include an estimate of the Costs for the anticipated work for which the City is eligible for

reimbursement, and the personnel resources (including any City Contractor) anticipated to be required to perform the anticipated work. This will include discussions of the ESP2 Project specific training as referenced in Section 2.1 (Governance).

- (iii) within 15 Days after LACMTA receives the preliminary annual work plan from the City, the City and LACMTA will schedule a meeting to review the preliminary work plan and negotiate in good faith such issues as are necessary. This meeting will include discussions of any additional consultant resources that may be engaged through the use of City Contractors to mitigate the risk of delay in performing the work plan and ensure that the City has sufficient access to any specialized resources required to perform the anticipated work for the ESP2 Project;
 - (iv) not later than February 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the ESP2 Project, no later than 60 Days following receipt of the preliminary annual work plan submitted by the City), LACMTA shall deliver to the City, updated information regarding the scope of activities and services for the upcoming LACMTA Fiscal Year for the ESP2 Project;
 - (v) not later than March 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the ESP2 Project, no later than 30 Days following receipt of the updated information regarding the scope of activities and services from LACMTA), the City shall submit a Form 60 to LACMTA for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 2.3 (Work Orders);
 - (vi) not later than April 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the ESP2 Project, no later than 30 Days following receipt of the applicable Form 60 from the City under Section 2.2(a)(v)), the Parties shall negotiate in good faith and agree (subject to LACMTA Board approval where applicable) to each Form 60 submitted by the City under Section 2.2(a)(v) for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 2.3 (Work Orders); and
 - (vii) not later than June 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the ESP2 Project, no later than 60 Days following conditional agreement under Section 2.2(a)(vi)), LACMTA will obtain any and all Board approvals required and authorize and issue the Work Order for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 2.3 (Work Orders). Authorization of such Work Order will be deemed as agreement of the Annual Work Plan for the ESP2 Project for the upcoming LACMTA Fiscal Year.
- (b) This Section 2.2 does not limit the ability of the Parties to agree to additional Work Orders during the applicable LACMTA Fiscal Year with respect to any work, activities or services required to be performed by the City under this Agreement that were not anticipated under the Annual Work Plan and not already authorized through a Work Order.
 - (c) The services performed by the City in preparing Annual Work Plans under the provisions of this Section 2.2, are eligible for reimbursement under this Section 2.2, Section 2.3 (Work Orders) and Section 7.1 (Reimbursements to the City).

2.3 Work Orders

- (a) If the City is required to perform work and/or provide support and/or services under the provisions of this Agreement or LACMTA requests that the City perform work and/or provide support and/or services under the provisions of this Agreement, whether under the Annual Work Plan procedures or otherwise, the City shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which the City shall require reimbursement with respect to the scope of work under such Annual Work Plan or other specific scope of work (as applicable).

- (b) If LACMTA approves a Form 60 submitted by the City under Section 2.3(a) without requiring any changes or additions, LACMTA will issue a signed Work Order to the City for the agreed upon Annual Work Plan or specific scope of work (as applicable). Following receipt of a signed Work Order, the City must promptly commence the work authorized under such Work Order.
- (c) Each Work Order issued by LACMTA to the City in accordance with this Agreement shall specify the work authorized to be performed, any materials or equipment to be acquired, and the amount of money that the City will be reimbursed for the authorized work as agreed under the applicable Form 60. In the case of a Work Order under which the City is to perform the Design and/or Construction of a Rearrangement or for City-Performed Project Work, the Work Order will also specify the schedule, including the estimated start and finish dates for the authorized work.
- (d) If LACMTA requests changes or additions (including any additional or supplemental provisions) to a Form 60 submitted by the City prior to issuing a Work Order, the Parties shall negotiate such changes or additions in good faith. Upon the Parties' agreement on any such changes or additions (and any necessary City council or LACMTA Board approval for such changes or additions), LACMTA will issue a Work Order to the City for the applicable Annual Work Plan or specific scope of work (as applicable), with the agreed changes or additions and, following receipt of such Work Order, the City must, within ten Days of issuance by LACMTA, accept any agreed changes or additions to the applicable Form 60 by counter-signing the Work Order or otherwise by written acceptance by the City Representative, in each case followed by the prompt commencement of the services and work authorized under the Work Order. If the City fails to accept the Work Order within ten Days, the Work Order will be deemed to be accepted by the City. Nothing in this Section 2.3(d) shall prohibit LACMTA from approving a Form 60 under Section 2.3(b) in part and authorizing the City to commence the approved part of the scope of work.
- (e) The City shall not be authorized to do any work and shall not be paid, credited or reimbursed for costs or expenses associated with any work performed in connection with the ESP2 Project or otherwise under the provisions of this Agreement, that is not expressly authorized by a Work Order, as may be amended pursuant to Section 2.3(f).
- (f) Except in the case of a change required in response to an emergency, the City may submit proposed changes to a Work Order in writing to LACMTA for Approval. LACMTA shall not unreasonably withhold or delay such Approval. If approved, the City may perform the work in accordance with the authorized change. In the case of a change due to an emergency, the notification may be given orally, but must be confirmed in writing to LACMTA within three Days of commencement of any emergency work.
- (g) LACMTA may terminate any Work Order at any time at its sole discretion, provided that the City will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (h) The City shall promptly notify LACMTA if at any time it anticipates:
 - (i) exceeding 75% of the total estimated Costs under any Work Order within the next 60 Days;
 - (ii) that the total Costs under any Work Order will exceed 110% of the previously estimated Costs;
or
 - (iii) that the estimated finish date will be later than the date stated in the Work Order,and shall request an amendment to such Work Order pursuant to Section 2.3(f).

2.4 Project Schedule

- (a) The City agrees to cooperate and coordinate with LACMTA in accordance with the provisions of this Agreement for LACMTA to achieve the Project Schedule and, subject to LACMTA agreeing to the reimbursement of the Cost of the applicable resources in accordance with Sections 2.3 (Work Orders)

and 7.1 (Reimbursements to the City), to allocate sufficient staff and other resources necessary to provide the level of service required to perform the scope of work in accordance with the work schedules, review periods and timelines identified in this Agreement and any Work Orders. If the City determines that, notwithstanding its compliance with its obligations under this Section 2.4(a), additional personnel or other resources (including through the use of City Contractors) are required to mitigate the risk of delay in performing the scope of work within the defined schedule, the City may submit a proposed change to a Work Order in accordance with Section 2.3(f) (Work Orders).

- (b) To the extent the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement and/or any Work Order in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order, and such failure is attributable to the City, then, to the extent such delay directly causes: (i) LACMTA to incur additional Costs; or (ii) a delay to the ESP2 Project, the City must reimburse LACMTA for all actual and documented Costs and expenses incurred or arising out of such delay. The City shall pay such Costs to LACMTA within 90 Days of receiving an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from the City to LACMTA pursuant to this Section 2.4(b) from payment due to the City.
- (c) Without limiting any other rights under this Section 2.4, if the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order (in each case, as may be extended under Section 2.4(d)), LACMTA (or a LACMTA Contractor) will issue a Notice to the City referencing the relevant work or obligation (including any anticipated delay and cost impacts to the ESP2 Project) and requesting the City's immediate attention (or, if the Project Schedule allows without causing LACMTA to incur additional costs or a delay to the ESP2 Project, providing an extension of time) and if the delay remains unresolved, LACMTA shall escalate the delay utilizing the issue resolution ladder set out in EXHIBIT 4 (Roles and Responsibilities). Where the delayed obligation relates to Design or Construction work that the City has agreed to perform under the terms of this Agreement or where LACMTA reasonably determines that the City will be unable to timely complete any Design or Construction work that the City has agreed to perform under the terms of this Agreement, LACMTA may by a Notice to the City, suspend the affected element of the City's work and LACMTA may perform the remaining work. If LACMTA takes over work in accordance with this Section 2.4(c), the City shall cooperate and assist LACMTA (or LACMTA Contractor) with the transfer of such work to LACMTA (or LACMTA Contractor) in accordance with the provisions of this Agreement.
- (d) To the extent:
 - (i) a failure by LACMTA to perform its work and obligations in accordance with the work schedules, review periods and timelines identified in this Agreement and/or any Work Order; or
 - (ii) the rejection by LACMTA of a reasonable request by the City for additional resources under Section 2.4(a),

results in a delay to the performance of the City's work under a Work Order, the City will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the provisions of the applicable Work Order (including, where the City is performing Design or Construction work, any Costs associated with such delay).

2.5 Permits

- (a) The Parties acknowledge that pursuant to Applicable Law, LACMTA is not subject to zoning, building or design review, or construction permitting ordinances of the City when constructing the City Portion.
- (b) Without prejudice to Section 2.5(a) or the requirements set out in EXHIBIT 8 (Construction Requirements):

- (i) the City will issue a blanket Permit Notification to cover the City Portion;
 - (ii) for those permits and fees set out in the Permit Notification, the City will not exercise or otherwise attempt to assert permitting authority over, and will not require the payment of fees or the posting of bonds for or insurance by LACMTA or any LACMTA Contractor for any work contemplated in the City Portion or otherwise under the provisions of this Agreement;
 - (iii) any processing procedures or timelines specified in the Permit Notification will be aligned with the procedures and timelines specified in this Agreement and will otherwise be streamlined as necessary to assist in the timely delivery of the City Portion in accordance with the Project Schedule; and
 - (iv) except for Cost reimbursement expressly provided under a Work Order, the City waives the payment of any permit costs for permits identified in the Permit Notification.
- (c) To the extent any conflicts exist or arise between the provisions of the Permit Notification and the provisions of this Agreement, the provisions of this Agreement shall govern.
 - (d) If requested by LACMTA, the City will provide reasonable assistance to LACMTA and LACMTA Contractors in relation to any application by LACMTA or an LACMTA Contractor for a Governmental Approval or other Governmental Entity or third-party approval relating to or arising from, the Design, Construction, operation or maintenance of the City Portion.
 - (e) Without prejudice to the generality of Section 2.5(d), the City acknowledges and agrees that unless otherwise agreed between LACMTA and the City, LACMTA may prepare for submission to the CPUC, plans and applications for the establishment of street and pedestrian crossings with LACMTA's rail transit tracks, the subsequent maintenance or alteration and the operation, subject to concurrence by the City (which concurrence may not be unreasonably delayed or withheld). To the extent required by Applicable Law, the state fire marshal and the City fire department shall review such plans and specifications and perform inspections as needed throughout the Design and Construction of the City Portion.

2.6 Coordination of Work

- (a) Except in the case of Adjacent Work required as a result of an emergency (which notification and coordination shall occur within three Days following the occurrence of the emergency), the City will promptly (and in any case no later than 30 Days) notify LACMTA upon becoming aware of any proposed or planned Adjacent Work and will take all reasonable actions within its powers, to coordinate the Design and performance of any Adjacent Work with LACMTA so that such Adjacent Work shall not pose a safety hazard, or interfere with, disrupt or delay the Design, Construction, operation or maintenance of, or threaten the structural integrity of the City Portion. Such actions shall include:
 - (i) complying with the provisions of this Section 2.6 and LACMTA's standard procedures for Adjacent Work;
 - (ii) providing to LACMTA the scope of work and estimated start and finish dates for the Adjacent Work;
 - (iii) to the extent requested by LACMTA, delivering copies of designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review, comment on the final plans and designs and plans for the Adjacent Work; and
 - (iv) coordinating the Adjacent Work or suspending the Adjacent Work or the relevant part of the Adjacent Work (as applicable).

- (b) The City will (and will take all reasonable actions within its powers to ensure that any City Contractor or third party performing any Adjacent Work, City Construction Work or City Maintenance Work is obligated under contract and/or a permit process to):
 - (i) fully co-operate and coordinate with LACMTA and the LACMTA Contractors including:
 - (A) attending coordination meetings upon reasonable request; and
 - (B) providing interface data reasonably requested by LACMTA or the LACMTA Contractors and necessary to complete interface coordination;
 - (ii) perform the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) so as to minimize any interference with or disruption or delay to construction, operation or maintenance of the City Portion or any other part of the ESP2 Project;
 - (iii) comply with LACMTA's or the LACMTA Contractor's site access, track allocation, work permit procedures and work health and safety policies and procedures; and
 - (iv) promptly advise LACMTA of all matters arising out of the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) that may interfere with, disrupt, delay or otherwise have an adverse effect on the City Portion or any other part of the ESP2 Project.

2.7 Utility Adjustments

- (a) In accordance with Section 1.1 (Scope of Agreement), the Parties will cooperate and coordinate in performing the steps necessary to ensure that applicable Utility owners implement the Utility Adjustments necessary to address Utility Conflicts that will impact the City Portion of the ESP2 Project, including LACMTA and the City each exchanging information, participating in coordination meetings, coordinating in the issuance of Notices to Utility owners requesting a Utility Adjustment, and performing the other steps and activities set out in EXHIBIT 5 (Utility Adjustment Procedures).
- (b) The Parties shall cooperate and coordinate in executing the necessary documents for each step set out in EXHIBIT 5 (Utility Adjustment Procedures).
- (c) The services performed by the City under the provisions of this Section 2.7, are eligible for reimbursement under Sections 2.2 (Annual Work Plan), 2.3 (Work Orders) and 7.1 (Reimbursements to the City).

2.8 Governmental and Lender Requirements

If the ESP2 Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, the Federal Transit Administration, other federal, state and local Governmental Entities, and/or financial institutions providing grants, funding or financing, the Parties will comply with any prescribed governmental and lender requirements set out in a Work Order or otherwise under the applicable grant, funding or financing agreements notified to the City.

2.9 Access

If, prior to LACMTA's scheduled start of Construction in a part of the City Portion, any Rearrangement is necessary to eliminate a conflict, the City may grant to LACMTA and/or its designee sufficient rights, as necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that part of the City Portion in accordance with the Project Schedule; provided, however, that such grant does not unreasonably and adversely interfere with the provision of City's services to the public, or affect public health and safety; and provided further, that the City is permitted under Applicable Law to grant such right.

2.10 Early Involvement

EXECUTION VERSION

- (a) The Parties will cooperate and coordinate during the Planning and Advanced Conceptual Engineering Phase, including performing all steps and activities set out in EXHIBIT 13 (Early Involvement).
- (b) To commence the Early Involvement Procedures, LACMTA shall deliver a Notice to the City inviting the City to an initial meeting as set out in Part A (Early Involvement Procedures) of EXHIBIT 13 (Early Involvement). Such Notice will include a target date for documenting the Project Definition, LACMTA's anticipated date for issuance of Procurement Documents for the ESP2 Project, and any updates to the ESP2 Project description, Project Schedule, phasing, and other information set out in EXHIBIT 1 (Project Description), EXHIBIT 2 (Project Phases and Project Schedule), and EXHIBIT 3 (Project Site), or otherwise previously notified to the City by LACMTA.
- (c) The purpose of the Early Involvement Procedures is to:
 - (i) identify and define the applicable City Standards and other criteria under the Basis of Design for any Rearrangements (with respect to the criteria for the scope elements listed under Part A (Early Involvement Procedures) of EXHIBIT 13 (Early Involvement) as part of establishing the Project Definition, thereby:
 - (A) provide agreed parameters for Design reviews performed by the City under this Agreement, and minimize the risk of delays, change orders and other unforeseen Costs after award; and
 - (B) provide the City with the opportunity to identify, notify and agree to the applicable City Standards and other criteria under the Basis of Design for any Rearrangements as contemplated in the exclusions listed in sub-paragraphs (ii) and (iii) of the definition of "Betterment", and therefore to minimize the risk of Betterments arising under paragraph (b) of the definition of "Betterment";
 - (ii) identify Utility Adjustments arising from the City Portion and enable the Parties to plan for and commence the procedures set out under Section 2.7 (Utility Adjustments);
 - (iii) inform the City of the anticipated Project Schedule, and enable the Parties to plan for resource needs during the Design Phase and Construction Phase to minimize the risk of delays; and
 - (iv) identify, plan for, and coordinate anticipated Adjacent Work in accordance with Section 2.6 (Coordination of Work).
- (d) The Parties will finalize and agree to the Project Definition (including the Basis of Design) prior to the end of the Planning and Advanced Conceptual Engineering Phase of the ESP2 Project in accordance with Part A (Early Involvement Procedures) of EXHIBIT 13 (Early Involvement) and in any case prior to issuance of the Procurement Documents for the Design of the Rearrangements provided that:
 - (i) if any matters remain outstanding at the end of the Planning and Advanced Conceptual Engineering Phase or 30 Days prior to the scheduled issuance of the Procurement Documents for the Design of the Rearrangements (whichever is earlier), the Parties will finalize and agree to the Project Definition to the extent of the agreed matters, subject to identifying those outstanding matters on the Project Definition form in accordance with Part A (Early Involvement Procedures) of EXHIBIT 13 (Early Involvement) and, unless LACMTA has notified the City that such outstanding matters may be agreed at a later stage based on LACMTA's contracting and procurement plan for the ESP2 Project and/or the Project Schedule, the outstanding matters will be referred to the Level 2 decision makers identified in Part C (Issue Resolution Ladder and Decision-Making Protocols) of EXHIBIT 4 (Roles and Responsibilities) for discussion and prompt resolution; and
 - (ii) if the Procurement Documents applicable to a Rearrangement are advertised more than 24 months after agreement on the Project Definition, LACMTA and the City will review the Project Definition in accordance with this Section 2.10 and Part A (Early Involvement Procedures) of

EXHIBIT 13 (Early Involvement) and may agree to amend the Project Definition to reflect any impacts to such Rearrangement arising from such delay or from any further Design Development performed since agreement on the Project Definition.

- (e) The scope of Rearrangements and Basis of Design applicable to the Rearrangements agreed under a Project Definition shall comply with this Agreement.
- (f) Subject to this Section 2.10, the City acknowledges and agrees that upon agreement of a Project Definition, LACMTA will rely on the Project Definition to prepare and issue the Procurement Documents for the Design and Construction of the ESP2 Project.
- (g) Any support and/or services required to be provided by the City under the provisions of this Section 2.10 are eligible for reimbursement under Sections 2.2 (Annual Work Plan), 2.3 (Work Orders) and 7.1 (Reimbursements to the City). No reimbursements to the City will be made for:
 - (i) performance of its obligations as a responsible agency or cooperating agency (as applicable) for the purposes of the environmental review and approval process; or
 - (ii) unless otherwise agreed by LACMTA, performance of any other activities, work and services performed during the Planning and Advanced Conceptual Engineering Phase falling within any of the categories of activities that are not eligible for reimbursement set out in Part B (Reimbursement for Participation in Early Involvement Procedures) of EXHIBIT 13 (Early Involvement).

2.11 Requests for Information

Either Party may submit to the other a Request for Information or clarification. Upon delivery of any such request, the receiving Party must provide the information requested to the other Party promptly and in any case within 14 Days of delivery of the request (or such longer period as the Parties may agree having regard to the quantum of information requested).

ARTICLE 3. DESIGN

3.1 Design Responsibilities

- (a) Except to the extent of any Design work requested to be performed by the City under Section 3.1(b), LACMTA will (directly or through LACMTA Contractors) design all Rearrangements and produce all Design Documentation relevant to those works in accordance with the provisions of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or an LACMTA Contractor.
- (b) LACMTA may request and authorize the City to perform:
 - (i) Design work and/or provide support services with respect to the Design of a Rearrangement pursuant to the procedures set out under Section 2.3 (Work Orders); and
 - (ii) additional Design work with respect to the City Portion that is not part of any Rearrangement pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (City-Performed Project Work).

The City shall diligently perform and shall ensure that any City Contractor diligently performs such Design-related activities in accordance with the provisions of the applicable Work Order and this Agreement. The City shall be responsible for any errors and omissions in any Design Documentation prepared by the City or a City Contractor.

3.2 **Design Requirements**

Design of the Rearrangements shall comply with the requirements set out in EXHIBIT 6 (Design Requirements).

3.3 **Design Review Procedure**

- (a) LACMTA will submit, and will require that the LACMTA Contractors submit, the Designs for any Rearrangements to the City for review in accordance with the procedures set out in EXHIBIT 7 (LACMTA Submittal Review Procedure), and in accordance with the provisions of this Agreement and any applicable Work Orders.
- (b) The City will carry out the review and Approval of the Designs for the Rearrangements in accordance with the procedures and the review periods set out in EXHIBIT 7 (LACMTA Submittal Review Procedure), and in accordance with the provisions of this Agreement and any applicable Work Orders.
- (c) LACMTA is exempt from submitting any Design for Construction work within the Public Rights-of-Way to the City for the City's review and Approval where:
 - (i) LACMTA, an LACMTA Contractor, or a tenant or licensee of LACMTA owns and maintains (or will own and maintain) the structure or physical element; or
 - (ii) the work is related to utility trenching and shoring within Occupational Safety and Health Administration (OSHA) guidelines and the relevant LACMTA Contractor is OSHA certified. For the avoidance of doubt, this exemption does not affect any LACMTA obligation to submit Construction Staging Plans (including Traffic Management Plans) in accordance with EXHIBIT 8 (Construction Requirements).

Without prejudice to the foregoing, the City further acknowledges that as between the Parties, LACMTA has sole discretion to determine whether, and which features or facilities are required in order for LACMTA to comply with its obligations under Applicable Law in connection with the ESP2 Project (whether or not situated within the Public Rights-of-Way) including the ADA and in the case of its obligations under the ADA to determine whether matters are technically infeasible; provided, however, in making such determination, LACMTA shall utilize current rules and regulations promulgated under the ADA, and guidelines issued by federal agencies in accordance with the ADA, including but not limited to The ADA Best Practices Tool Kit for State and Local Governments published by Civil Rights Division of the U.S. Department of Justice.

3.4 **Design Development**

The Parties acknowledge and agree that:

- (a) the Basis of Design will establish the scope, limits of work, specifications and requirements applicable to the Designs for any Rearrangements as at the issuance of Procurement Documents; and
- (b) the Design Documentation for any Rearrangements will be submitted for review progressively in Packages, and LACMTA and the applicable LACMTA Contractor will retain responsibility for defining the scope and timing of delivery of the Packages at each stage of Design.

3.5 **City Standards**

- (a) The City agrees that it shall not adopt any new City Standards, or otherwise amend or supplement any existing City Standards or its interpretation or application of any existing City Standards, for the sole or primary purpose of affecting the ESP2 Project.
- (b) Subject to Sections 3.5(a) and 3.5(c), the Parties acknowledge that the City may adopt new City Standards not listed in EXHIBIT 6 (Design Requirements) or amend or supplement existing City

Standards listed in EXHIBIT 6 (Design Requirements) during the Term, provided that the City shall promptly (and in any case within 15 Days of adoption) notify LACMTA of any changes or additions to the City Standards adopted during the Term.

- (c) Any changes or additions to the City Standards applicable to a Rearrangement after the establishment of the Basis of Design for that Rearrangement shall be considered a "Betterment" for the purposes of this Agreement (except to the extent an exclusion under that definition applies).

3.6 Changes to Design

- (a) If LACMTA wishes to amend the Final Design for a Rearrangement for which it is responsible prior to completion of Construction of that Rearrangement, it must submit the amended Design Documentation to the City and EXHIBIT 7 (LACMTA Submittal Review Procedure) will apply as if the Design Documentation is for the Final Design.
- (b) LACMTA may use or may allow the relevant LACMTA Contractor to use the amended Final Design for Construction prior to Approval by the City if and only if the amendment to the Final Design: (i) is minor; (ii) does not adversely impact the relevant Rearrangement; and (iii) is necessary to overcome an issue which has arisen or become evident since the Final Design was initially approved.

3.7 Value Engineering

- (a) The Parties must work together to create efficiencies to reduce the overall Cost of the ESP2 Project in order to maximize the value of public funds. The City will exercise sound engineering judgment to cooperate and coordinate with LACMTA to identify efficient approaches to the Design of Rearrangements for the ESP2 Project when:
 - (i) performing the steps and activities under the Early Involvement Procedures including when reviewing the scope, criteria, specifications, and requirements for the Rearrangements that are included in the applicable Procurement Documents; and
 - (ii) performing Design reviews under Section 3.3 (Design Review Procedure);
- (b) The Parties acknowledge and agree that this will include identifying, and reviewing LACMTA Contractor-identified, recommendations for potential innovations and value engineering opportunities with respect to the Rearrangements that offer value in terms of a reduced capital Cost for the ESP2 Project and/or that will offer value in terms of schedule savings, and/or quality benefits and adopting and applying those recommendations that, following evaluation by the Parties, will reduce the capital cost of the ESP2 Project and/or that will offer value in terms of schedule savings, and/or quality benefits. Any innovation or value engineering recommendations will be evaluated on the basis that any such recommendation should satisfy the required function of the Rearrangement at the lowest total Cost (capital, operating, and maintenance) consistent with the requirements of performance, reliability, maintainability, and safety.

ARTICLE 4. CONSTRUCTION

4.1 Construction Responsibilities

- (a) Except to the extent of any Construction work requested to be performed by the City under Section 4.1(b), LACMTA (directly or through the LACMTA Contractors) will be responsible for the Construction of all Rearrangements and shall diligently perform and shall ensure that any LACMTA Contractor diligently performs, all such Construction in accordance with the provisions of this Agreement.
- (b) LACMTA may request and authorize the City to perform:

- (i) Construction work with respect to a Rearrangement, and/or provide Construction support services pursuant to the procedures set out under Section 2.3 (Work Orders); and
- (ii) additional Construction work with respect to the City Portion that is not part of any Rearrangement pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (City-Performed Project Work).

The City shall diligently perform and shall ensure that any City Contractor diligently performs, all such Construction work and/or support services in accordance with the provisions of the applicable Work Order and this Agreement.

4.2 Construction Requirements

Construction of the Rearrangements and any other Construction work performed in the Public Rights-of-Way in connection with the ESP2 Project shall comply with the requirements set out in EXHIBIT 8 (Construction Requirements).

4.3 Rights-of-Way

- (a) The Parties acknowledge that pursuant to Applicable Law, LACMTA is permitted to use Public Rights-of-Way to the same extent those rights and privileges relating to Public Rights-of-Way are granted to the City.
- (b) Replacement rights-of-way for the relocation of Conflicting Facilities shall be determined during the Design Phase and, if needed, may be acquired by LACMTA or the City following mutual agreement of the Parties of the location and type of such replacement rights-of-way. When reasonably possible and where the City Facilities being replaced are located in a public right-of-way, a Rearrangement of those City Facilities shall be located in existing public rights-of-way. The required replacement rights-of-way for the relocation of Conflicting Facilities shall be acquired so as not to impact the Project Schedule. If the City cannot acquire any necessary private rights-of-way for the relocation of Conflicting Facilities without out-of-pocket expense to itself, such private rights-of-way may be acquired by LACMTA. Upon acceptance of the applicable Replacement Facility, the City shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all City real property interests being taken out of service by the Rearrangement, and for which replacement real property interests are provided.
- (c) Subject to Section 4.3(b), the Parties acknowledge that LACMTA is responsible for the acquisition of any private rights-of-way necessary to Construct and/or operate the ESP2 Project on the Project Right-of-Way, and LACMTA (or LACMTA Contractors) shall be responsible for the acquisition of any temporary construction easements necessary to construct the ESP2 Project. Upon reasonable request by LACMTA, the City shall provide reasonable assistance as may be required for LACMTA to obtain rights-of-way necessary to Construct the City Portion including considering reasonable requests by LACMTA to convey to LACMTA, at no cost to LACMTA, any City-owned street crossings, slivers, surface easements and temporary construction easements that may be required for Construction of the ESP2 Project without requiring LACMTA to go through the appraisal, negotiation, offer, closing and transfer process. Following any such reasonable request, LACMTA will prepare or cause to be prepared the title documents and documents of conveyance, and shall transmit such documents to the City Representative who shall process them through the required departments for execution, and return them to LACMTA within 90 Days after receipt, but in any event in accordance with the Project Schedule.
- (d) The City agrees and acknowledges that this Agreement satisfies any LACMTA obligations to the City and otherwise relating to the certification of rights-of-way, and that the City shall cooperate with LACMTA, and assist LACMTA with any right-of-way certification processes involving other entities or agencies.

- (e) If, following a Rearrangement, a City Facility is located within the Project Right-of-Way, LACMTA shall provide the City with a license in a form reasonably acceptable to the City, to operate, maintain, and/or remove such City Facility.

4.4 Hazardous Materials

LACMTA (or LACMTA Contractor) will be responsible for any environmental site assessments, and any remediation of hazardous materials to be performed on the Project Site for the purposes of the ESP2 Project. LACMTA will not be responsible for any Costs relating to the presence or existence of any environmental hazard on, in, under or about any City Facility, including but not limited to, any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or an LACMTA Contractor caused the environmental hazard through its actions, or remediation of hazardous materials is required to be performed on the Project Site for the purposes of the ESP2 Project in accordance with the environmental site assessments.

4.5 Inspection and Acceptance

The Parties agree that inspection and acceptance of the Construction of Rearrangements performed under this Agreement will be carried out in accordance with the procedure set out in EXHIBIT 9 (Inspection and Acceptance Procedure).

ARTICLE 5. BETTERMENTS

5.1 Notice of Betterments

- (a) The City shall inform LACMTA what Betterments, if any, the City requests be implemented as a Rearrangement or a part of a Rearrangement by submitting a completed City Betterment Request for LACMTA's review and Approval. The City shall submit any City Betterment Request to LACMTA promptly after identifying a potential Betterment and in any event shall, unless later delivery is otherwise agreed by LACMTA or acknowledged under this Article 5, deliver all City Betterment Requests to LACMTA prior to the establishment of the Basis of Design.
- (b) Any Design furnished by the City under a Work Order shall specifically identify any Betterments included in such Design, and where Betterments are identified that were not previously agreed under this Article 5, any such Design shall be accompanied by a completed City Betterment Request and submitted for LACMTA's review and Approval in accordance with this Article 5.
- (c) If a City comment to an LACMTA Submittal or any other form of City request with respect to the ESP2 Project constitutes a Betterment, LACMTA will deliver an LACMTA Notice of Potential Betterment to the City and within ten Days of delivery of such Notice, the City will: (i) withdraw the relevant comment; or (ii) submit a request for the applicable Betterment by submitting a completed City Betterment Request for LACMTA's review and Approval. If the City fails to respond within ten Days of a Notice delivered by LACMTA under this Section 5.1(c), the comment will be deemed to be withdrawn. Such deemed withdrawal shall be without prejudice to the City's right to submit the request under a subsequent City Betterment Request under this Article 5.

5.2 Approval of Betterments

If LACMTA approves a Betterment (with or without changes negotiated and agreed by the Parties):

- (a) the LACMTA Representative shall counter-sign the City Betterment Request (updated to include any changes negotiated and agreed by the Parties); and
- (b) the City will be responsible for the Cost of the Betterment.

5.3 Right to Refuse a Betterment

No Betterment shall be constructed that is not approved by LACMTA pursuant to this Article 5. LACMTA shall have the right to refuse and withhold Approval for any Betterment, that:

- (a) is incompatible with the ESP2 Project;
- (b) cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
- (c) is requested after establishment of the Basis of Design.

5.4 Cost of Betterments

LACMTA shall not be responsible for the Cost of any Betterment (whether or not the Cost exceeds any estimates provided by LACMTA, and including the Cost of any mitigations included as a result of the Betterment in the Final Environmental Documents). Such Cost will be paid to LACMTA or credited to LACMTA in accordance with Section 7.2 (Reimbursement and Credits to LACMTA).

ARTICLE 6. OPERATION AND MAINTENANCE

- 6.1 LACMTA may, at any time during the original Term, issue to the City a request to extend the Term to include the Operation and Maintenance Phase, or to enter into a new cooperative agreement with respect to the Operation and Maintenance Phase.
- 6.2 Following issuance of a request by LACMTA under Section 6.1, the Parties shall use good faith efforts to agree to an amendment or supplement to this Agreement or to agree to a new cooperative agreement to address the Parties' respective obligations during the Operation and Maintenance of the ESP2 Project, and the procedures and Cost reimbursement principles that shall apply to the coordination and performance of their respective obligations during the Operation and Maintenance of the ESP2 Project.
- 6.3 The Parties agree that any amendment or supplement to this Agreement or any new agreement entered into in accordance with Section 6.2 shall be on terms that are substantially consistent with:
 - (a) the provisions set out in this Agreement (to the extent applicable and subject to any necessary amendments to reflect the different phases of the ESP2 Project); and
 - (b) the agreed Operation and Maintenance principles set out in EXHIBIT 10 (Operation and Maintenance Principles).
- 6.4 Any amendment, or supplement or new agreement agreed by the Parties in accordance with Section 6.2 shall be finalized and documented in accordance with Section 10.7 (Amendments).

ARTICLE 7. REIMBURSEMENT AND CREDITS

7.1 Reimbursements to the City

- (a) Except with respect to Betterments, LACMTA will reimburse the City for Costs incurred for work performed by the City or City Contractors under a Work Order in accordance with this Section 7.1 and the provisions of the applicable Work Order.
- (b) If a Rearrangement performed under a Work Order is limited to the removal or elimination of a City Facility, LACMTA will only be responsible for any Costs incurred to Abandon such City Facility and will not be required to replace or compensate the City for the replacement of that City Facility.
- (c) The City shall use the following procedures for submission of its progress billings to LACMTA for work performed by the City under a Work Order:

- (i) the City shall commence its monthly billing within no more than 60 Days following the commencement of work under a specific Work Order, and shall bill monthly thereafter following the City's standard billing procedures;
 - (ii) the City shall provide supporting documents to demonstrate the Costs incurred by the City with respect to a Work Order, including a description of the tasks performed by reference to the tasks described in the Work Order, City Contractor invoices, the names of individuals performing the relevant tasks, the time expended on each task, a description and quantity of equipment and materials utilized on each task, the number of hours each piece of equipment was utilized, and any other supporting information required under the terms of the Work Order or otherwise requested by LACMTA;
 - (iii) each billing statement shall: (A) be noted as either "progress" or "final"; (B) be addressed to the LACMTA Representative; (C) include a certification that the Costs identified in such billing were appropriate and necessary for the performance of the work under the Work Order and have not previously been billed or paid; and (D) reflect any applicable credits due to LACMTA under Article 7;
 - (iv) the final billing under a Work Order, with a notation that all work covered by that Work Order has been performed, shall be submitted to LACMTA within 60 Days after completion of the work under the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were appropriate and necessary for the performance of the work under the Work Order and have not previously been billed or paid; and
 - (v) after expiration of the 60-Day period described in Section 7.1(c)(iv), LACMTA will notify the City in writing that the 60-Day closing billing period has expired, and upon the City's receipt of such Notice from LACMTA, the City shall have 30 Days to submit its final invoice.
- (d) On completion of Construction of the City Portion, LACMTA will issue a Notice of closeout to the City (including Final Acceptance of all Rearrangements for that City Portion). Within 90 Days of receiving such Notice, the City must issue invoices to LACMTA for all services under any Work Order for the Design and/or Construction of the ESP2 Project. Any invoices submitted after the expiration of the 90-Day period may require additional documentation and verification of work performed before LACMTA will process the invoice.

7.2 Reimbursements and Credits to LACMTA

- (a) LACMTA shall receive a credit, or payment for:
 - (i) salvage of items recovered from existing City Facilities that the City intends to re-use in the performance of Construction work performed under the provisions of this Agreement, where the amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by agreement of the Parties, plus storage and transportation costs of such materials salvaged for the City's use. The sum of credits and/or payments due to LACMTA for salvage shall be agreed by the Parties based on applicable books, records, documents and other data, or an inspection survey of a City Facility conducted by the Parties prior to or during Design Development. LACMTA may request and authorize the City to perform support services with respect to any such inspection survey pursuant to the procedures set out under Section 2.3 (Work Orders);
 - (ii) all Costs relating to Betterments upon acceptance of physical work where:
 - (A) the initial amount of the Betterment payment or credit shall be based upon the estimated Cost for the Design and Construction of the Rearrangement with the Betterment less the estimated Cost for Design and Construction of the

Rearrangement without the Betterment, in each case as set out by LACMTA in its response and Approval to the applicable City Betterment Request; and

- (B) upon acceptance of the physical work for the Betterment, the initial Betterment payment or credit shall be reconciled by the Parties against the actual Costs of the Betterment; and
 - (iii) the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the expected remaining period of useful service of the existing Conflicting Facility, had the existing Conflicting Facility remained in service and the Rearrangement not been made. The Expired Service Life Value shall be determined by the Parties prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order.
- (b) LACMTA shall receive:
- (i) a credit (reflected on the applicable invoice submitted by the City) for salvage, Betterments, and Expired Service Life Value of applicable City Facilities against work performed by the City; and
 - (ii) payment from the City for salvage, Costs of Betterments, and Expired Service Life Value of applicable City Facilities where LACMTA performs the work invoiced.
- (c) Where LACMTA is due a payment under this Article 7:
- (i) LACMTA shall commence its monthly billing within no more than 60 Days following the commencement of the applicable work, and shall bill monthly thereafter following LACMTA's standard billing procedures;
 - (ii) LACMTA shall provide to the City supporting documents to demonstrate the Costs incurred by LACMTA, including LACMTA Contractor invoices, and other data upon request;
 - (iii) each billing statement for a salvage, Betterment, or Expired Service Life Value with respect to a City Facility shall: (A) be noted as either "progress" or "final"; (B) be addressed to the City Representative; and (C) include a certification that the Costs identified in such billing were appropriate and necessary for the performance of the applicable work and have not previously been billed or paid;
 - (iv) the final billing for a salvage, Betterment, or Expired Service Life Value with respect to a City Facility, with a notation that all applicable payments due to LACMTA for that salvage, Betterment, or Expired Service Life Value, shall be submitted to the City within 60 Days after completion of the applicable work, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were calculated in accordance with this Section 7.2 and have not previously been billed or paid; and
 - (v) after the expiration of the 60-Day period described in Section 7.2(c)(iv), the City may notify LACMTA in writing that the 60-Day closing billing period has expired, and upon LACMTA's receipt of such Notice from the City, LACMTA shall have 30 Days to submit its final invoice.

7.3 Payment of Billings

Payment of each invoice properly submitted pursuant to Section 7.1 (Reimbursements to the City) or 7.2 (Reimbursements and Credits to LACMTA) shall be due within 60 Days of receipt; provided that: (a) all such payments shall be conditional, subject to post-audit adjustments; (b) final payment for a Rearrangement shall be contingent upon final inspection (and acceptance) of the work by the Party billed for such work, which inspection (and acceptance, where applicable), will not be unreasonably withheld or delayed; and (c)

LACMTA may withhold payments in the amount of any credit amounts due to LACMTA if the City has not posted such credits within 60 Days after submittal of requests for the same by LACMTA.

ARTICLE 8. INDEMNITY, WARRANTIES AND INSURANCE

8.1 Indemnity

- (a) Each Party shall release, defend, indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance under this Agreement.
- (b) In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the Parties, as between themselves, pursuant to Sections 895.4 and 895.6 of the Government Code, each assume the full liability imposed on them, or any of their officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such Party would be responsible under Section 8.1(a). The provisions of California Civil Code Section 2778 are made a part of this Agreement as if fully set out in this Agreement.
- (c) Each Party agrees to notify the other promptly upon receipt of any third-party claim for which a Party is entitled to indemnity under this Agreement.

8.2 Warranty

- (a) In lieu of providing a bond associated with excavations in, or adjacent to, Public Rights-of-Way, LACMTA warrants that any work in connection with the City Portion affecting the structural stability of the Public Rights-of-Way shall be free from defect for a period of two years following Substantial Completion of that part of the work by LACMTA or the applicable LACMTA Contractor. Pursuant to this warranty and for the warranty period only, LACMTA, at its sole expense, shall remedy any damage to the Public Rights-of-Way to the extent caused by a failure of such structural support installed by LACMTA or an LACMTA Contractor.
- (b) Solely with respect to Rearrangements performed by LACMTA or LACMTA Contractors and any work performed by the City or the City Contractors, the City and LACMTA each warrant to the other for a period of one year from and after Substantial Completion of that Rearrangement or work (or at such earlier date on which responsibility for the maintenance, loss or damage for that Rearrangement or work passes to the other Party) that such Rearrangement or work performed by them shall be free from defect, provided that in the case of any Punch List items recorded at Substantial Completion (or such earlier date on which the Parties agree that responsibility for maintenance, loss or damage passes), the warranty period shall be for one year from and after completion of that Punch List item. Subject to Section 8.2(a), the limited warranty given under this Section 8.2(b) is the sole warranty given by the City and/or LACMTA, and, pursuant to this warranty, and for the warranty period only, the City or LACMTA, as the case may be, shall remedy any such discovered defect at its sole expense.
- (c) In connection with Rearrangements performed by LACMTA or LACMTA Contractors and any work performed by the City or the City Contractors, warranties supplied by LACMTA Contractors and City Contractors to LACMTA or the City (as applicable) shall be made for the benefit of both LACMTA and the City.
- (d) If the City discovers a defect or failure of structural support for a City Facility that results from work performed by LACMTA or an LACMTA Contractor after the expiration of the warranty periods set out in this Section 8.2, LACMTA will, in good faith and as promptly as reasonably possible, engage the City to find an equitable remedy to address the subject defect or failure.

8.3 **Insurance**

- (a) The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains:
 - (i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming the City and LACMTA as additional insureds; and
 - (ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: \$2,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; and \$1,000,000 in combined single limit (CSL) in auto liability; and (B) design contractors to provide evidence of insurance in the following amounts: \$2,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 in CSL in auto liability; and \$1,000,000 in professional liability.
- (b) Each Party must:
 - (i) give the other Party 20 Days' Notice prior to any reduction in scope or cancellation or expiration of any insurance procured by it under this Section 8.3;
 - (ii) give the other Party 20 Days' Notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by an LACMTA Contractor or City Contractor (as applicable) under this Section 8.3; and
 - (iii) notify the other Party within five Days if it receives a Notice from an LACMTA Contractor or City Contractor (as applicable) of the expiration of any insurance procured under this Section 8.3.

ARTICLE 9. RESOLUTION OF DISPUTES

9.1 **Attempt to Resolve**

In the event of a Dispute, the Parties shall make good faith efforts to resolve the Dispute through negotiation.

9.2 **Arbitration – No Work Stoppage**

- (a) If the Parties are unable to resolve a Dispute pursuant to Section 9.1 (Attempt to Resolve), either Party may serve the other Party a demand for arbitration. Within 22 Days (or such longer period as agreed by the Parties) of receipt of such demand, the Parties shall agree on a sole arbitrator. If the Parties are unable to agree to the appointment of a sole arbitrator within the 22 Days (or any longer period as may be agreed), each Party shall select an arbitrator and those arbitrators shall select a Neutral Arbitrator to form a three-person panel. If either Party fails to designate its arbitrator within 22 Days (or any longer period as agreed) of delivery of the demand, or if the two designated arbitrators are unable to select a Neutral Arbitrator within five Days of their appointment, a Neutral Arbitrator shall be designated pursuant to Section 1281.6 of the California Code of Civil Procedure, who shall hear the matter as the sole arbitrator.
- (b) The Parties acknowledge that Section 1283.05 of the California Code of Civil Procedure is applicable to those issues not involving work stoppage. A hearing date shall be set as promptly as possible following selection of the arbitrator in accordance with Section 9.2(a). The arbitrator's award shall promptly follow the hearing's conclusion, and shall be supported by law and substantial evidence and the issuance of written findings of fact and conclusions of law. The making of an award that does not comply with such requirements shall be deemed to be in excess of the arbitrator's power and the court shall vacate the award if after review it determines that the award cannot be corrected without affecting the merits of the decision upon the controversy submitted.

9.3 Arbitration – Work Stoppage

- (a) In the event of a Dispute, neither Party is permitted to stop work, except: (i) for reasons of public health or safety; or (ii) where work is prevented from continuing pending resolution of the Dispute. In the event that work is stopped, the provisions of this Section 9.3 shall apply. Upon stoppage of work, either Party may serve the other Party a demand for arbitration. A Neutral Arbitrator who is able to hear the Dispute and render a decision within five Days after being selected shall be immediately designated pursuant to Section 1281.6 of the California Code of Civil Procedure.
- (b) Notwithstanding Section 1282.2(b) and Section 1282(e) of the California Code of Civil Procedure (regarding postponement of the hearing), where work is stopped, the Neutral Arbitrator may not postpone nor adjourn the hearing except upon the agreement of the Parties. The arbitration may proceed in the absence of a Party who, after due Notice, fails to appear. In addition to all other issues, the Neutral Arbitrator shall also determine whether it was absolutely necessary to stop and await resolution of the Dispute in order to continue the work. If it is determined that the work stoppage was not necessary, the Party that did not stop the work shall be entitled to damages (as determined by the Neutral Arbitrator) arising out of such work stoppage. Section 9.2(b) (Arbitration – No Work Stoppage) shall also apply.

9.4 Impartiality of Arbitrator

Any person who has any material financial or personal interest in the results of the arbitration shall be prohibited from acting as a Neutral Arbitrator. Failure to disclose any such interest or relation shall be grounds for vacating an award handed down under Sections 9.2 (Arbitration – No Work Stoppage) or 9.3 (Arbitration – Work Stoppage).

9.5 Compensation of the Arbitrator

Each Party shall pay the expenses and fees of the arbitrator it selects. The expenses and fees of the Neutral Arbitrator shall be paid in accordance with the provisions of Section 1284.2 of the California Code of Civil Procedure.

9.6 Other Provisions

An arbitrator or panel appointed under this Article 9 shall have only the authority to issue a non-binding award to resolve the dispute of the Parties. Except as otherwise expressly provided in this Agreement, any arbitration under this Article 9 shall be governed by the California Arbitration Act.

9.7 Incorporation of Subcontracts

The City must ensure that any contract entered into in connection with performance of the work under this Agreement includes provisions equivalent to this Article 9.

ARTICLE 10. MISCELLANEOUS

10.1 Force Majeure

No Party may bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party if a Force Majeure Event occurs and the affected Party is prevented from carrying out its obligations by that Force Majeure Event. During the continuation of any Force Majeure Event, the affected Party shall be excused from performing those of its obligations directly affected by such Force Majeure Event provided that the occurrence or continuation of any Force Majeure Event shall not excuse any Party from performing any payment obligations contemplated under this Agreement. If a Force Majeure Event occurs, the City agrees, if requested by LACMTA pursuant to Section 2.3 (Work Orders), and if deemed possible and feasible by the City (acting reasonably), to accelerate the performance of its obligations under this Agreement and any Work Order to

mitigate any delay arising from the Force Majeure Event provided that LACMTA agrees to reimburse the City for the incremental actual Costs of such acceleration.

10.2 Existing Agreements

This Agreement does not negate or otherwise modify any existing easements, licenses or other use and/or occupancy agreements between the Parties or to which LACMTA has become or does become a successor either by assignment or by operation of law.

10.3 Audit and Inspection; Maintenance of Records

- (a) **Audit and Inspection.** For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term, each Party will have such rights to review and audit the other Party and its books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the City Standards. All such reviews and audits shall be performed during normal business hours, and without charge. Each Party represents and warrants the completeness and accuracy in all material respects of all information it or its agents provide in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree to such adjustment. Examination of a document or record during one review and audit shall not preclude further re-examination of such document or record in a subsequent review and audit. The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains provisions acknowledging the rights of the City or LACMTA (as applicable) under this Section 10.3(a).
- (b) **Maintenance of Records.** The City shall (and shall ensure that any City Contractor will) keep and maintain its books, records, and documents related to performance of the work under this Agreement (including all Costs incurred) for three years after the end of the Term; except that, all records that relate to Disputes being processed or actions brought under this Agreement must be retained and made available until any later date that such Disputes and actions are finally resolved. The City reserves the right to assert exemptions from disclosure of information that would be exempt under Applicable Law from disclosure or introduction into evidence in legal actions.

10.4 Notices

- (a) Each Notice under this Agreement must be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy delivered within two business days, to the following addresses (or to such other address as may from time to time be specified in writing by such person):

To the City:

City Manager (or designee)
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Facsimile No.: _____
Attn: Raul Alvarez

With a copy to:

City Attorney
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Facsimile No.: _____

Attn: _____

With a copy to:

Director of Public Works (and/or the City Engineer)
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Facsimile No.: _____
Attn: Cesar Roldan

To LACMTA:

Chief Program Manager
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 16th Floor
Los Angeles, California 90012
Facsimile No.: (213) 922-7382
Attn: Eduardo Cervantes or Ferdinand Chan, Third Party Administration

With a copy to:

Program Management
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447
Attn: Mohammed Nasim, Project Manager

With a copy to:

County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447
Attn: Elena Eggers, Senior Deputy County Counsel

With a copy to:

Metro Real Estate
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 22nd Floor – Real Estate
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447
Attn: Holly Rockwell, Senior Executive Officer

- (b) Any Notice sent personally will be deemed delivered upon receipt, and any Notice sent by mail or courier service will be deemed delivered on the date of receipt or on the date receipt at the appropriate address is refused, as shown on the records of the U.S. Postal Service, courier service or other person making the delivery, and any Notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to [Section 10.4\(a\)](#)). All Notices (including by email communication) delivered after **5:00 p.m. PST** will be deemed delivered on the first day following delivery that is not a Saturday, Sunday, or federal public holiday.

10.5 Assignment; Successors and Assigns

A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise. This Agreement is binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

10.6 Waiver

- (a) No waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and executed by the obligee Party.
- (b) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with every term, covenant, condition, or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the provisions of such waivers).

10.7 Amendments

This Agreement can only be amended or replaced by a written instrument duly executed by the Parties.

10.8 Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of the Parties for default in performance of this Agreement or any Work Order are in addition to any other rights or remedies provided by law.

10.9 Severability

If any provision of this Agreement is ruled invalid by a court having proper jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the balance of this Agreement, which will be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, Article, Section, subsection or part.

10.10 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.11 Limitation on Third-Party Beneficiaries

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties toward, any person not a Party to this Agreement.

10.12 Survival

The representations, warranties, indemnities, waivers and any express obligations of the Parties following termination, set out in this Agreement shall survive the expiration or termination, for any reason, of this Agreement.

10.13 Approvals; Further Documents and Actions

- (a) Any Approval required or permitted to be given by any Party pursuant to this Agreement or any Work Order shall:

- (i) be in writing to be effective (except if deemed granted pursuant to this Agreement);
 - (ii) not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible the changes or actions that are required for Approval; and
 - (iii) be deemed granted if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement or the applicable Work Order or if no time is prescribed by this Agreement or the applicable Work Order, within 30 Days, in each case commencing upon actual receipt by the Party from which an Approval is requested or required, of a request for Approval from the requesting Party.
- (b) The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to give effect to the transactions contemplated by this Agreement.

ARTICLE 11. DEFINITIONS AND INTERPRETATION

11.1 Definitions

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in this Section 11.1.

"3% Contribution" means the three percent contribution local jurisdictions are required to pay towards the cost of a major Measure M rail project, as defined in Recital D.

"3% Local Funding Contribution Credit" has the meaning given in Recital D.

"Abandon" means the permanent termination of service, or the removal of an existing facility or portion of it.

"ACE Design Documentation" means the Design Documentation prepared as part of the Advanced Conceptual Engineering phase of the Design process.

"ADA" means the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.

"Adjacent Work" means any removal, demolition, repair, restoration, relocation or reconstruction of existing facilities and/or construction of new facilities and/or other physical works by the City or a third party: (a) that is performed or to be performed within 100 feet of the Project Site; or the performance of which has the potential to pose a safety hazard, or impact, disrupt, delay or conflict with the Design, Construction, operation or maintenance of, or threaten the structural integrity of, the City Portion; and (b) in the case of works performed or to be performed by a third party, of which the City is aware or ought to be aware.

"Advanced Conceptual Engineering" or "ACE" means the phase of the Design process that advances the project scope from a conceptual state to a level of schematic design that describes the project's technical and architectural approach in order to address environmental and community impacts, significant interfaces and operational characteristics to support environmental approvals. The plan percentage complete ranges generally from the initiation of Design (0%) to 15%.

"Agreement" means this agreement and any schedules, exhibits, attachments and annexures to it.

"Annual Work Plan" or "AWP" means an estimate of the City's Costs and resources needed to perform anticipated work during any given LACMTA Fiscal Year. Such estimate is prepared and agreed to by the Parties on an annual basis in accordance with Section 2.2 (Annual Work Plan).

"Applicable Law" means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental

restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the City Portion, Rearrangements, any work performed under this Agreement or any relevant person, whether taking effect before or after the date of this Agreement. Applicable Law excludes Governmental Approvals, customs, duties and tariffs.

"Approval" means any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action required or permitted to be given by any Party pursuant to this Agreement or any Work Order.

"Basis of Design" means, with respect to a Rearrangement, the scope, criteria, specifications and requirements (including requirements of the Final Environmental Documents) for those Rearrangements agreed by the Parties as at the date of issuance by LACMTA of Procurement Documents for the Design of the Rearrangement.

"Betterment" means work performed in connection with any Rearrangement or as part of a Rearrangement:

- (a) comprising an upgrade, change or addition to a City Facility (or a part of a City Facility) requested by the City that provides for greater capacity, capability, durability, appearance, efficiency or function or other upgrades of that City Facility over that which was provided by the City Facility prior to the Rearrangement; or
- (b) for which the City Standards applicable to that Rearrangement are changed or added to after the establishment of the Basis of Design for that Rearrangement.

The term "Betterment" shall exclude:

- (i) an upgrade, which the Parties agree, will be of direct and principal benefit to the construction, operation and/or maintenance of the ESP2 Project;
- (ii) an upgrade resulting from Design or Construction in accordance with the applicable City Standards as set out in EXHIBIT 6 (Design Requirements) and any changes or additions to those City Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by the City in breach of Section 3.5(a) (City Standards);
- (iii) measures to mitigate environmental impacts identified in the ESP2 Project's Final Environmental Documents and any supplemental environmental reports for the ESP2 Project.
- (iv) replacement of devices or materials no longer regularly manufactured with the next highest grade or size; and
- (v) an upgrade that is the consequence of changes made by LACMTA or an LACMTA Contractor after the establishment of the Basis of Design.

"Board" means the Board of Directors for the Los Angeles County Metropolitan Transportation Authority.

"City" means the City of Montebello. "City" shall also refer to any City-owned or operated "water" and/or "power" departments.

"City Betterment Request" means a Notice from the City to LACMTA requesting a Betterment in accordance with Article 5 (Betterments) and in the form set out in Part B (City Betterment Request Form) of EXHIBIT 11 (Forms).

"City Construction Work" means any Construction work activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

"City Contractor" means any contractor, consultant, tradesperson, supplier or other person engaged or authorized by the City to perform any Adjacent Work, City Design Work, City Construction Work or any other work to be performed by the City under the provisions of this Agreement or otherwise on or about the Project Site, but excluding LACMTA and LACMTA Contractors.

"City Design Work" means any Design work activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

"City Facility" means real or personal property located within or near the City Portion, such as structures, improvements, and other properties, which are under the ownership or operating jurisdiction of the City, and shall include, but not be limited to, public streets (any classification), highways, bridges, retaining walls, pedestrian and utility tunnels, alleys, storm drains, sanitary sewers, survey monuments, parking lots, parks, public landscaping and trees, traffic control devices, lighting and communications equipment (cameras, sensors, LTE, microwave receivers, etc.) and public buildings, police and fire department related improvements, as well as any dams or water storage tanks, systems, and appurtenances. City-owned airport and harbor facilities are not included in this definition.

"City Inspector" means the City's designated individual or individuals responsible for overseeing and enforcing plan and code requirements during construction of the Rearrangements in the City Portion.

"City Maintenance Work" means any maintenance work activities performed or to be performed by the City or a City Contractor pursuant to a Work Order or under the provisions of this Agreement.

"City Municipal Code" means City of Montebello Municipal Code.

"City-Performed Project Work" means any Design work and/or Construction work with respect to the City Portion of the ESP2 Project performed by the City at the request of LACMTA.

"City Portion" means that portion of the ESP2 Project that will pass in, on, under, over or along public streets, highways, bridges, parks and other public right-of-way within the City, as shown in Part B (*City Portion*) of EXHIBIT 3 (*Project Site*).

"City Representative" means an individual or individuals designated by the City to represent the City on matters relating to this Agreement and authorized to make decisions and bind the City on matters relating to this Agreement.

"City Standards" means the City design standards, specifications, and/or ordinances that govern the design, of all Rearrangements, as specified in EXHIBIT 6 (*Design Requirements*) or adopted by the City and notified to LACMTA in accordance with Section 3.5 (*City Standards*).

"Compliance Comment" means a comment on, objection to or the withholding of Approval to an LACMTA Submittal on the basis of one or more of the following:

- (a) the LACMTA Submittal or Design work or Construction work that is the subject of the LACMTA Submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance with the LACMTA Submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or
- (b) LACMTA (or the LACMTA Contractor) has not provided all content or information required with respect to the LACMTA Submittal.

"Conflicting Facility" means an existing facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain the ESP2 Project.

"Construction" means all construction activities related to the City Portion that are necessary to build, operate and maintain the ESP2 Project including the removal, demolition, replacement, restoration, alteration or realignment of existing facilities, and the procurement, installation, inspection, and testing of new facilities

including temporary and permanent materials, equipment, systems, software, and any components of such permanent materials, systems and software.

"Construction Phase" means the phase of the ESP2 Project that involves build-out and Construction of the City Portion including the steps and activities described in EXHIBIT 2 (Project Phases and Project Schedule).

"Cost" means all eligible direct and indirect costs actually incurred for activities or work performed, equipment utilized, or materials acquired in accordance with the provisions of this Agreement, less any credits due to LACMTA as provided in Article 7 (Reimbursement and Credits) where:

- (a) eligible direct costs include allowable direct labor costs, equipment and materials costs, and storage and transportation costs of materials salvaged for the City's use in performing the applicable work;
- (b) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for the City by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state-funded contracts; and
- (c) unless the Internal Revenue Service and the CPUC issue regulations or rulings to the contrary, the eligible direct and indirect costs shall not include taxes purportedly arising or resulting from LACMTA's payments to the City under this Agreement.

"CPUC" means the California Public Utilities Commission.

"Days" means, unless otherwise stated and whether or not capitalized, calendar days.

"Design" means all activities related to the design, redesign, engineering or architecture of any Construction work.

"Design Development" means the phase of the Design process that occurs after Advanced Conceptual Engineering and that develops, on a progressive basis, a clear indication of the design solutions for the applicable requirements and the major features of the architectural and structural design and third-party interfaces that are intended to form the basis for the Final Design.

"Design Documentation" means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records and submittals necessary for, or related to, the design of the Rearrangements.

"Design Phase" means the phase of the ESP2 Project that involves Design Development through Final Design, including Design reviews performed in accordance with this Agreement and the other steps and activities described in Part A (Phases) of EXHIBIT 2 (Project Phases and Project Schedule).

"Dispute" means a dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination.

"Early Involvement Procedures" means the procedures where the Parties exchange information, participate in coordination meetings, and perform the other steps and activities prior to the release of Procurement Documents set out in Section 2.10 (Early Involvement Procedures) and Part A (Early Involvement) of EXHIBIT 13 (Early Involvement).

"Effective Date" means the date stated as such on the first page of this Agreement, which shall be the date when this Agreement has been fully executed on behalf of the City and LACMTA.

"Engineer of Record" means the individual, firm or entity that performs the Design, imprints the engineer's/architect's seal on the drawings, and is responsible and liable for the Final Design.

"ESP2 Project" means the Design, Construction, operation, and maintenance of the extension of the Metro E (Gold) Line light rail line known as the Eastside Transit Corridor Phase 2 Project, as more fully described in EXHIBIT 1 (Project Description).

"Expired Service Life Value" means the amount determined by the Parties during Design Development based upon estimates provided by the City of the depreciated value of the Conflicting Facility (calculated by multiplying the cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility).

"Final Acceptance" means acceptance that all work for a Rearrangement is complete and all other requirements for completion described under Section 4.1 (*Statement of Final Completion*) of EXHIBIT 9 (Inspection and Acceptance Procedure) have been satisfied.

"Final Design" means the phase of the Design process which provides the detailed Design for all temporary and permanent project facilities and addresses and resolves all Design review Compliance Comments, and finalizes all engineering, architectural and systems Designs necessary for Construction. It ends with an Approved-for-Construction (AFC) plan status and with the Design being signed and sealed by the "Engineer of Record".

"Final Environmental Documents" means the final impact reports, statements, assessments and approvals for the ESP2 Project completed pursuant to the California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) (as applicable).

"Final Inspection Correction List" means a list of corrections required to satisfy the requirements for Final Acceptance of a Rearrangement in accordance with the terms of this Agreement.

"Force Majeure Event" means the occurrence of any of the following events after the date of this Agreement that directly causes either Party (the "**affected Party**") to be unable to comply with all or a material part of its obligations under this Agreement:

- (a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;
- (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by the affected Party;
- (c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;
- (d) any fire, explosion, unusually adverse weather, flood or earthquakes;
- (e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;
- (f) any riot or civil commotion;
- (g) any blockade or embargo;
- (h) epidemic, pandemic or quarantine; or
- (i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

except, in each case, to the extent attributable to any breach of this Agreement or Applicable Law by, or any negligent act or negligent omission of, the affected Party.

"Form 60" means Form 60 (Professional Services Cost/Price Summary) in the form attached as Part A (*Form 60*) of EXHIBIT 11 (Forms).

"Governmental Approval" means any approval, authorization, certification, consent, license, permit, registration or ruling, issued by any Governmental Entity required to carry out the Rearrangements, the City Portion or any other work to be performed under the provisions of this Agreement.

"Governmental Entity" means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity (including the California Department of Transportation, CPUC and United States Army Corps of Engineers) other than the Parties.

"LACMTA" means the Los Angeles County Metropolitan Transportation Authority.

"LACMTA Contract" means any contract, subcontract or other form of agreement between LACMTA and an LACMTA Contractor or between an LACMTA Contractor and its lower tier subcontractor.

"LACMTA Contractor" means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by LACMTA to carry out works with respect to the City Portion, any Rearrangement or otherwise contemplated under the provisions of this Agreement, and any other person with whom any LACMTA Contractor has further subcontracted part of such works.

"LACMTA Fiscal Year" means each one-year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

"LACMTA Notice of Potential Betterment" means a Notice from LACMTA to the City notifying the City of a potential Betterment in accordance with Article 5 (Betterments) and in the form set out in Part C (*LACMTA Notice of Potential Betterment*) of EXHIBIT 11 (Forms).

"LACMTA Representative" means an individual or individuals designated by LACMTA to represent LACMTA on matters relating to this Agreement and authorized to make decisions and bind LACMTA on matters relating to this Agreement.

"LACMTA Submittal Review Period" means, for each LACMTA Submittal, a period of 30 Days from the date of delivery of the LACMTA Submittal to the City under the provisions of this Agreement or such other period as the Parties may agree under the applicable Work Order.

"LACMTA Submittals" means:

- (a) Design Documentation for a Rearrangement (other than any Design Documentation for which the City is responsible under a Work Order);
- (b) Plans for Construction work performed by LACMTA or an LACMTA Contractor within Public Rights-of-Way; and
- (c) any other documents that LACMTA (or LACMTA Contractor) must submit to the City in accordance with this Agreement.

"Neutral Arbitrator" means a neutral third party qualified to arbitrate with regard to a Dispute.

"Notice" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"Operation and Maintenance Phase" means the phase of the ESP2 Project that commences upon operation of passenger service and includes maintenance of the ESP2 Project.

"Package" means a collection of Design Documentation submitted by LACMTA or an LACMTA Contractor to the City in accordance with this Agreement.

"Parties" means collectively the City and LACMTA, and each a **"Party"**.

"Permit Notification" means a blanket Permitting Process and Waiver of Certain Permit Fees issued by the City.

"Planning and Advanced Conceptual Engineering Phase" means the phase of the ESP2 Project that involves preparation of the draft environmental documents, certification of the Final Environmental Documents (as applicable), preparation of Advanced Conceptual Engineering, preparation of the contracting and procurement plan, and other steps and activities set out in EXHIBIT 13 (Early Involvement).

"Preliminary Projections" means information regarding the scope of activities and services LACMTA anticipates to request from the City during the upcoming LACMTA Fiscal Year to support the ESP2 Project, including the estimated start and finish dates for the anticipated scope of activities and services.

"Procurement Documents" means, with respect to a Rearrangement, any advertisement, request for proposal, invitation for bid, or other procurement documents issued or to be issued by LACMTA with respect to the Design and/or Construction of that Rearrangement or a part of the scope for that Rearrangement, including the form of LACMTA Contract and any other documents enclosed with or attached to the request for proposal, invitation for bid, or other procurement document. The term "Procurement Documents" for the purposes of this Agreement shall not include any request for qualification in a two-step procurement process or LACMTA's pre-qualification documents.

"Project Definition" means the scope of Rearrangements and the City Standards applicable to Rearrangements to be performed as part of the ESP2 Project, in the form set out in Part C (*Form of Project Definition*) of EXHIBIT 13 (Early Involvement) to be agreed or as agreed by the Parties at the end of the Planning and Advanced Conceptual Engineering Phase for the ESP2 Project, and in any case prior to issuance of Procurement Documents for design of the Rearrangements.

"Project Meeting" means any meeting, working session, working group meeting, workshop, over-the-shoulder review meeting, or other meeting convened by LACMTA or an LACMTA Contractor for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractor and other attendees to monitor the progress of the ESP2 Project, to consider issues, potential issues, and to present, understand and discuss proposed solutions with respect to the ESP2 Project as described Section 2.1(e) (Governance).

"Project Right-of-Way" means the permanent right-of-way for the ESP2 Project, as identified in Part A (*ESP2 Project Site*) of EXHIBIT 3 (Project Site), or as notified by LACMTA to the City and compliant with the ESP2 Project's Final Environmental Documents and any supplemental environmental reports for the ESP2 Project.

"Project Schedule" means the schedule for the ESP2 Project including the City Portion set out in Part B (*Project Schedule*) of EXHIBIT 2 (Project Phases and Project Schedule), as may be updated in the Project Definition or otherwise notified by LACMTA in accordance with this Agreement.

"Project Site" means, collectively, the Project Right-of-Way and each temporary construction easement for the ESP2 Project, as identified in Part A (*ESP2 Project Site*) of EXHIBIT 3 (Project Site), as may be updated in the Project Definition or otherwise notified by LACMTA in accordance with this Agreement.

"Public Rights-of-Way" means the public streets, highways, bridges, parks and other public lands or properties within the City.

"Punch List" means, with respect to a Rearrangement (or the applicable part of a Rearrangement), the list of work items that remain to be completed after Substantial Completion as agreed by the Parties and listed in the applicable Statement of Substantial Completion, which shall be limited to minor incidental items of work necessary to correct imperfections which would not prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement) in accordance with the requirements under this Agreement.

"Rearrangement" means the work of:

- (a) removal, replacement, restoration, alteration, reconstruction, support, or relocation of all or a portion of a Conflicting Facility, whether permanent or temporary, which LACMTA determines in its sole discretion is necessary in order for the ESP2 Project to comply with Applicable Law or otherwise which the Parties mutually agree is necessary in order to construct, operate or maintain the ESP2 Project.
- (b) the installation of new and required City Facilities which LACMTA determines in its sole discretion is necessary in order for the ESP2 Project to comply with Applicable Law or otherwise which the Parties mutually agree is necessary as a result of the impact of the construction of the ESP2 Project.

"Replacement Facility" means a facility which may be constructed or provided under this Agreement as a consequence of the Rearrangement of a Conflicting Facility or a part of it.

"Statement of Final Acceptance" means the formal written acknowledgment from the City to LACMTA that Final Acceptance of a Rearrangement has been achieved.

"Statement of Substantial Completion" means the formal written acknowledgement from the City to LACMTA that Substantial Completion of a Rearrangement has been achieved.

"Substantial Completion" means completion of the work for a Rearrangement or applicable part of a Rearrangement (except for Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance), such that the Rearrangement (or applicable part of the Rearrangement) is ready for handover to the City, as more fully described in Section 5 (*Responsibility to Complete Work*) of EXHIBIT 9 (*Inspection and Acceptance Procedure*).

"Substantial Completion Correction List" means a list of the corrections required to satisfy the requirements for Substantial Completion of a Rearrangement (or part of a Rearrangement) in accordance with the terms of this Agreement.

"Temporary Facilities" means a facility constructed for the purpose of ensuring continued service while an existing facility is taken out of full or partial service for permanent Rearrangement, and/or any work on an existing facility which will be removed or restored to its original condition after such Construction activities are completed.

"Term" means the duration between the date the Agreement was fully executed by the Parties and the first date of passenger service.

"Traffic Control and Lighting Work" means the removal and reinstallation, modification of existing, or installation of new traffic control devices or lighting systems.

"Traffic Management Plan" or **"TMP"** means a plan that addresses traffic control requirements in construction areas through a worksite traffic control plan and along detour routes through a traffic circulation plan.

"Utility" means a privately, publicly, or cooperatively owned line, facility, or system (including municipal or government lines, facilities, and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar item, including any fire or police signal, traffic signal, streetlight, or other systems associated with any publicly-owned roadways.

"Utility Adjustment" means a relocation (temporary or permanent), abandonment, protection-in-place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, rearrangement, or modification of an existing Utility necessary to effect a condition equal to the existing Utility facilities, excluding any Betterments.

"Utility Conflict" means an existing Utility which LACMTA determines requires a Utility Adjustment in order to construct, operate or maintain the ESP2 Project in compliance with the Final Environmental Documents and, subject to Section 2.5(a) (Permits), and Applicable Law.

"Work Order" means a work request submitted by LACMTA to the City authorizing the performance of any work associated with the ESP2 Project and the associated purchase of required materials.

11.2 Interpretation

- (a) In this Agreement unless otherwise expressly stated:
- (i) headings are for convenience only and do not affect interpretation;
 - (ii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;
 - (iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);
 - (iv) subject to Section 11.2(a)(v), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;
 - (v) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);
 - (vi) a reference to a person includes such person's permitted successors and assigns;
 - (vii) a reference to a singular word includes the plural and vice versa (as the context may require);
 - (viii) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively and the word "or" is not exclusive;
 - (ix) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay and "shall" when stated is to be considered mandatory; and
 - (x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".
- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

APPROVED AS TO FORM

DAWYN R HARRISON,
County Counsel

By: _____
Elena Eggers
Senior Deputy County Counsel

"LACMTA"

THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY, a California county
transportation authority existing under the Authority of
§§ 130050.2 *et seq.* of the California Public Utilities
Code

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

_____,
City Attorney

By: _____
Name: _____
City Attorney

"CITY"

CITY OF MONTEBELLO,
a California municipal corporation

By: _____
Name: _____
Title: City Manager (or designee)

ATTEST

By: _____
Name: _____
City Clerk

EXHIBIT 1 – PROJECT DESCRIPTION

The ESP2 Project is a contemplated extension of the E (Gold) Line light rail transit line that will extend services from the current terminus at the Atlantic Station in the unincorporated community of East Los Angeles to the city of Whittier within the Gateway Cities subregion of Los Angeles County. The ESP2 Project would extend the existing E (Gold) Line approximately 9.0 miles and include seven new stations and a maintenance and storage facility. The extension would serve the cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs and Whittier, and the unincorporated communities of East Los Angeles and West Whittier-Los Nietos.

As of the date of this Agreement, LACMTA contemplates the ESP2 Project occurring in multiple phases. In December 2022, the LACMTA Board selected an initial operating segment to Greenwood (Atlantic/Pomona Station to Greenwood Station) as the locally preferred alternative with an open-air underground station at the Atlantic/Pomona station, underground stations at Atlantic/Whittier and the Citadel, at-grade guideway in Montebello including the at-grade Greenwood Station and the Montebello Maintenance Storage Facility. The LACMTA Board also approved environmentally clearing through CEQA the full project alignment to Whittier with a terminus at Lambert Station, confirming the LACMTA Board's commitment to the eventual buildout of the ESP2 Project to Whittier. In order to access potential additional funding sources at a federal level, LACMTA will also proceed into the NEPA process.

The ESP2 Project will provide improved and reliable transit service to meet the mobility needs of residents, employees, and visitors who travel within the corridor. In addition to advancing the goals of LACMTA's Vision 2028 Strategic Plan, objectives of the ESP2 Project include:

1. Enhance regional connectivity and air quality goals by extending the existing Metro E (Gold) Line further east from the East Los Angeles terminus.
2. Provide mobility options to increase accessibility and convenience to and from eastern Los Angeles County.
3. Improve transit access to activity centers and employment within eastern Los Angeles County that would be served by the ESP2 Project.
4. Accommodate future transportation demand resulting from increased population and employment growth.
5. Enable jurisdictions in eastern Los Angeles County to address their transit-oriented community goals, and provide equitable development opportunities.
6. Improve accessibility and connectivity to transit-dependent communities.

EXHIBIT 2 – PROJECT PHASES AND PROJECT SCHEDULE

Part A: Phases

As of the date of this Agreement, the phasing and time periods for the ESP2 Project are anticipated to be as set out in this Part A. The phases described in this Part A may overlap and the time periods are subject to change.

PHASE	KEY ACTIVITIES
Planning and Advanced Conceptual Engineering Phase	<p>Key activities include:</p> <ul style="list-style-type: none"> • Preparation of the draft environmental documents • Certification of the Final Environmental Documents (as applicable) • Preparation of Advanced Conceptual Engineering • Preparation of the contracting and procurement plan
Design Phase	<p>Key activities include:</p> <ul style="list-style-type: none"> • Agreement by the Parties on Design and/or Construction work to be performed by the City (including any City-Performed Project Work and Adjacent Work) in accordance with <u>Sections 3.1(b) (Design Responsibilities) and 4.1(b) (Construction Responsibilities)</u> of this Agreement • Procurement of LACMTA Contractor to deliver the ESP2 Project • Development of Engineering and Final Design by LACMTA and its Contractor • Design review and support services provided by the City in accordance with this Agreement
Construction Phase	<p>Key activities include:</p> <ul style="list-style-type: none"> • Construction of the ESP2 Project (including any Rearrangements and Utility Adjustments) • Inspection, Substantial Completion, and Final Acceptance
Operation and Maintenance Phase	<p>Key activities include:</p> <ul style="list-style-type: none"> • Operation of passenger service • Maintenance of the ESP2 Project

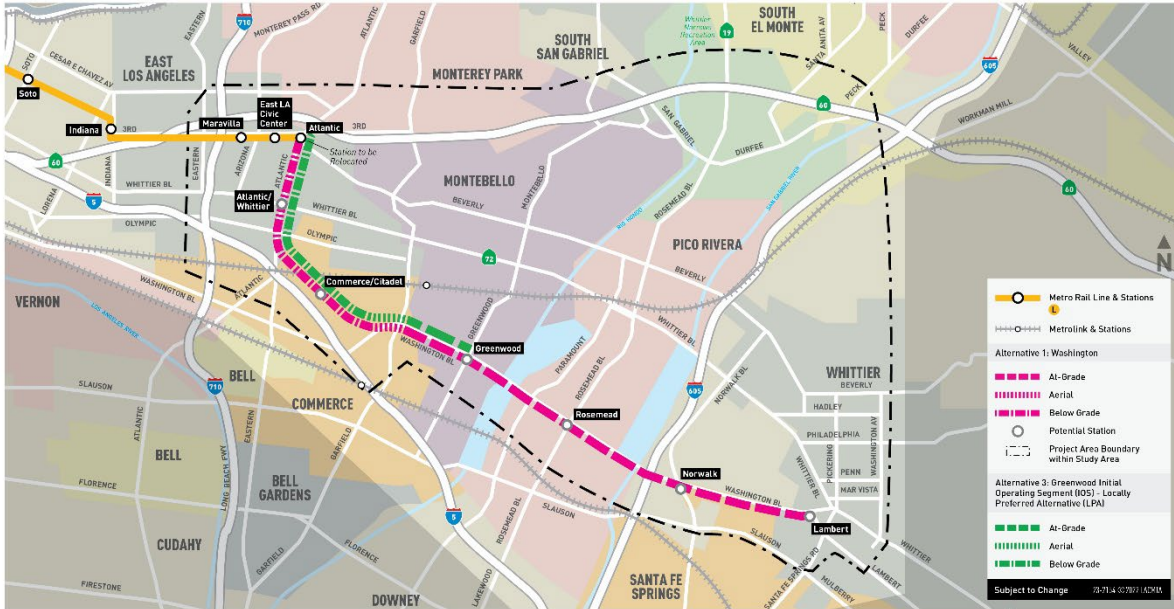
Part B: Project Schedule

As notified by LACMTA to the City or otherwise incorporated in an amendment to this Agreement.

EXHIBIT 3 – PROJECT SITE

Part A: ESP2 Project Site

Eastside Transit Corridor Phase 2
Project Map



Alternative 2: Commerce/Citadel IDS is no longer being considered.

Part B: City Portion

The drawing depicting the City Portion will be as notified by LACMTA to the City or otherwise incorporated in an amendment to this Agreement.

EXHIBIT 4 – ROLES AND RESPONSIBILITIES

Part A: LACMTA Representative and City Representative

The initial designations of the LACMTA Representative and City Representative are as follows:

LACMTA Representative	LACMTA Chief Program Management Officer or such other person, or the holder of a specified office or position, specified, from time to time, by LACMTA’s Chief Executive Officer, or his/her designee
City Representative	City Manager or his/her designee

Part B: Summary of Key Roles and Responsibilities

Phase	LACMTA / LACMTA Contractors	City
General	Performing all LACMTA obligations under this Agreement and ensuring that LACMTA Contractors comply with the provisions of this Agreement	Performing all City obligations under this Agreement and ensuring that City Contractors comply with the provisions of this Agreement
Planning and Advanced Conceptual Engineering Phase	Managing the planning process and preparing environmental documents including the Final Environmental Documents (as applicable) Preparing Advanced Conceptual Engineering for the ESP2 Project Preparing the contracting and procurement plan for the ESP2 Project	Providing support and assistance to LACMTA in obtaining Governmental Approvals and dealing with other third parties with respect to the City Portion
Design Phase	Discussing and identifying any Design and/or Construction work to be performed by the City (including any City-Performed Project Work and/or Adjacent Work) Preparing Procurement Documents and managing the procurement of LACMTA Contractors for the Design and Construction work Preparing and submitting Designs for the City Portion to the City for review and Approval to the extent required by this Agreement Acquiring Right-of-Way as required for the ESP2 Project Monitoring performance of LACMTA Contractors	Discussing and identifying any Design and/or Construction work to be performed by the City (including any City-Performed Project Work and/or Adjacent Work) Continuing to provide support and assistance to LACMTA in obtaining Governmental Approvals and dealing with other third parties with respect to the City Portion Reviewing and approving Designs for the City Portion submitted to the City Performing other Design-related obligations under any Work Orders Providing assistance to LACMTA in procuring any right-of-way necessary for the City Portion to the extent set out in this Agreement
Construction Phase	Performing the Construction Work in accordance with the Final Designs, LACMTA Contract, and other requirements, and provisions of this Agreement	Performing Construction-related obligations under any Work Orders

Phase	LACMTA / LACMTA Contractors	City
	<p>Performing inspection on the construction of Rearrangements within Public Right-of-Way in the City Portion</p> <p>Monitoring performance of LACMTA Contractors</p>	<p>Performing inspection on the construction of Rearrangements within Public Right-of-Way in the City Portion</p> <p>Coordinating Adjacent Work, City Construction Work and City Maintenance Work</p>
Operation and Maintenance Phase	<p>Operating and maintaining the ESP2 Project, including performing any operation and maintenance work allocated to LACMTA under the provisions of this Agreement.</p>	<p>Performing any operation and maintenance work allocated to the City under the provisions of this Agreement.</p> <p>Coordinating maintenance work and Adjacent Work with LACMTA and LACMTA Contractors</p>

Part C: Issue Resolution Ladder and Decision-Making Protocols

City Team	Partial List of Key Functions for Decision or Approval	LACMTA Team
City Manager, Director of Public Works	<p>Spearhead council approvals.</p> <p>Level 2 decision makers for the purposes of the issue resolution ladder described below.</p>	LACMTA Deputy Chief Planning (until approval of the Final Environmental Documents) or LACMTA Deputy Chief Program Management (following approval of the Final Environmental Documents)
Director of Public Works, City Engineer	<p>Approve all final Construction plans and related documents as required by this Agreement.</p> <p>Provide overall leadership in timely resolution of Design, Construction, plan review, and related administrative matters.</p> <p>CA Professional Engineer Registration</p> <p>Level 1 decision makers for the purposes of the issue resolution ladder described below.</p>	LACMTA Senior Executive Officer or designated LACMTA Project Manager
City Public Works Construction Department Head or City designated Project Manager or equivalent designated representative(s)	<p>Provide Construction support as specified in this Agreement.</p> <p>Manage assigned resources and coordinate interactions between the City, LACMTA, and LACMTA Contractors as it relates to Construction support.</p> <p>Provide independent quality assurance (IQA) functions where LACMTA performs work within City Right-of-Way such as street improvement, signal, lighting, and utility work.</p>	LACMTA designated Project Manager (Executive Officer or Deputy Executive Officer) or designated Construction Manager (Deputy Executive Officer or Senior Director)
City Public Works Permit Division Head or equivalent	<p>Oversee and coordinate all plan reviews as specified in this Agreement.</p>	LACMTA designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant

City Team	Partial List of Key Functions for Decision or Approval	LACMTA Team
designated representative(s)	<p>Manage and coordinate interaction of the City with LACMTA and LACMTA Contractors as it relates to Design review and comment resolution.</p> <p>Provide the necessary coordination in planning, engineering, technical, analytical and administrative support services with respect to Design approval including fire/life safety, police/public security, access, transportation engineering, civil and structural engineering, street lighting engineering, drainage, sanitation, landscaping, and related maintenance requirements.</p> <p>Skilled in change management and expedited approvals.</p>	construction manager, and LACMTA Third Party Admin Dept Project Lead (Civil)
City Traffic Engineer or equivalent designated representative(s)	<p>Approve Traffic Management Plan and all worksite traffic control plans, and any Design Documentation for the Final Design pertaining to both permanent and temporary traffic controls (signals, striping, detours, lane closures, MUTCD restrictions, lighting, etc.).</p>	LACMTA designated Project Engineer (Deputy Executive Officer or Senior Director), consultant construction manager, LACMTA Third Party Admin Dept Project Lead (Civil) and traffic engineering consultants

Issue Resolution Ladder

Issues between the Parties that arise with respect to the ESP2 Project under this Agreement that cannot be resolved at the working level will be escalated by the Parties for resolution as follows:

1. If the issue is unresolved at the working level for 20 Days commencing on the date when LACMTA or the City first identifies the issue to the other in a meeting (as documented in meeting minutes), or in an email notification to the other marked "Issue for Resolution" in the subject line and describing the issue or difference and the background to it (together with any supporting information), then on the 21st day:
 - a. the applicable LACMTA team member described in the table above will escalate the issue to the LACMTA Level 1 decision maker identified in the table above; and
 - b. the applicable City team member described in the table above will escalate the issue to the City Level 1 decision maker identified in the table above,

in each case describing the issue and the background to the issue in a position paper (together with any supporting materials). The Level 1 decision maker from the Parties will then meet within ten Days of being notified of the issue to attempt in good faith to resolve the issue.

2. If the Level 1 decision makers are unable to resolve the issue within ten Days of being notified of the issue:
 - a. the LACMTA Level 1 decision maker will escalate the issue to LACMTA's Level 2 decision maker identified in the table above; and
 - b. the City Level 1 decision maker will escalate the issue to the City's Level 2 decision maker identified in the table above,

in each case describing the issue and the background to the issue in a position paper (together with any supporting materials). The Level 2 decision makers from the Parties will then meet within ten Days of being notified of the issue to attempt in good faith to resolve the issue.

3. If the Level 2 decision makers are unable to resolve the issue within 20 Days of being notified of the issue, then either Party may refer the issue to the dispute resolution procedures under Article 9 (Resolution of Disputes).

Any meetings of the Level 1 or Level 2 decision makers may be held in person or via videoconference or teleconference. Any resolution of an issue agreed by the Parties will be documented by the Parties in writing, and any amendments to this Agreement agreed by the Parties as part of the resolution will be documented in accordance with Section 10.7 (Amendments) of this Agreement. To the extent that the LACMTA Representative or City Representative is not also a Level 1 or Level 2 decision maker, each Party is responsible for ensuring that its representative is notified of any issue, escalation, and any resolution reached.

EXHIBIT 5 – UTILITY ADJUSTMENT PROCEDURES

LACMTA and the City will perform the following actions and activities with Utilities that conflict with the City Portion:

1. Identification of Utility Conflicts

1.1 The City will coordinate and cooperate with LACMTA in providing any locational data or other information in its possession regarding the existence and location of Utilities within the City Portion.

1.2 LACMTA will identify Utility Conflicts within the City Portion and deliver a list of the identified Utility Conflicts to the City, including:

- (a) City-owned Utilities; and
- (b) private Utilities.

The list of identified Utility Conflicts will include the anticipated Utility Adjustment to address each Utility Conflict and a schedule defining when such Utility Adjustments should be performed. The City acknowledges and agrees that identification of Utility Conflicts within the City Portion will be an iterative process and that LACMTA may update the list of identified Utility Conflicts during all phases of the ESP2 Project.

2. Interface with Utility Owner

2.1 Within 20 Days (or any other time period agreed by the Parties) following delivery of a Utility Conflict identification list under Section 1.2 (*Identification of Utility Conflicts*) of this EXHIBIT 5, for each Utility Conflict that has been identified, the City will:

- (a) review any applicable franchise agreement and identify in a Notice to LACMTA (attaching any applicable franchise agreements and any other supporting documentation) the following terms under any applicable franchise agreement:
 - (i) the process to have the Utility owner perform the required Utility Adjustment (including any Notices to be delivered);
 - (ii) procedures to obtain further locational data or other information regarding the Utility;
 - (iii) responsibility for Costs for the required Utility Adjustment;
 - (iv) timeframes for the required Utility Adjustment; and
 - (v) constraints or limitations on the City's ability to exercise its franchise rights for the purposes of Utility Adjustments to address a Utility Conflict within the City Portion; and
- (b) exercise any rights under any applicable franchise agreement or Applicable Law to obtain locational data and other information regarding the Utilities within the City Portion and shall provide any and all such information received from the Utility owner to LACMTA.

2.2 Within 30 Days (or any other time period agreed by the Parties) of delivery of a Utility Conflict identification list under Section 1.2 (*Identification of Utility Conflicts*) of this EXHIBIT 5, the Parties will meet to:

- (a) review the information provided by the City under Section 2.1 (*Interface with Utility Owner*) of this EXHIBIT 5 and any comments or questions from LACMTA regarding the terms of each applicable franchise agreement;
- (b) consider any real property rights held by LACMTA in the City Portion to be raised and addressed with the Utility owner;

- (c) identify the points-of-contact for LACMTA and City and the applicable Utility owners with conflicting Utilities;
- (d) discuss and agree to timing and approach and roles and responsibilities under this Exhibit including identifying:
 - (i) whether the City will be requested to exercise franchise rights;
 - (ii) if the City will not be requested to exercise its franchise rights, any other cooperation and coordination activities to be performed by the City in accordance with this Agreement.

2.3 Following each such meeting, the Parties will document the agreed timing, approach and roles and responsibilities to be taken in accordance with this EXHIBIT 5 in minutes signed by each Party:

- (a) for any Utility Conflicts where the Parties have agreed that the City will exercise its rights under the applicable franchise agreement:
 - (i) within ten Days of receipt of a written request from LACMTA the City will exercise its franchise rights under the franchise agreement with the applicable Utility owner by sending written Notice to the applicable Utility owner instructing it to relocate or remove the conflicting Utility or perform any other Utility Adjustment at that Utility owner's expense;
 - (ii) the City will request a meeting with each applicable Utility owner to be attended by the Parties, and at each such meeting the City point-of-contact, with the assistance of LACMTA, will lead the Utility Conflict and Utility Adjustment discussions (including schedule expectations in accordance with the ESP2 Project Schedule for the City Portion and Cost reimbursement expectations);
 - (iii) within the time periods required under the applicable franchise agreement or Applicable Law, the City will coordinate with LACMTA to send any other written notices to the applicable Utility owner, as required under the applicable franchise agreement or Applicable Law in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict and required Utility Adjustment;
 - (iv) within the time periods required under the applicable local, state and/or federal government codes, the City will send all such notices as are required to be submitted for each of the processing steps required by local, state, and federal government codes in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict and required Utility Adjustment (including any utility claim letters, record of investigations, draft utility agreements and/or utility certifications);
 - (v) promptly after delivery by LACMTA (and in any case within the time periods required under the applicable franchise agreement or under Applicable Law), the City will submit to each applicable Utility owner any required project plans, Designs, and other relevant documents for the City Portion prepared by LACMTA for that Utility owner's review;
 - (vi) all responses to reviews, comments and other correspondence relating to a Utility Conflict or the exercise of franchise or other City rights in accordance with this Exhibit from Utility owners shall be delivered to the City in accordance with the time periods required under the applicable franchise agreement or under Applicable Law or any more stringent schedule agreed with the Utility owner for the ESP2 Project, with a copy to LACMTA. If a Utility owner fails to provide a copy to LACMTA, the City agrees to forward a copy of such responses, comments or other correspondence to LACMTA within three Days of receipt;
 - (vii) LACMTA will address any comments received from Utility owners and will submit responses to the Utility owner with a copy to the City. If LACMTA is not permitted to submit responses

directly to the Utility owner under the terms of the franchise agreement or otherwise under Applicable Law, the City agrees to transmit LACMTA's response to the Utility owner;

- (viii) for the Utility Adjustments to be performed by that Utility owner, the City shall request that the applicable Utility owner prepare and deliver: (A) 65%, 85% and 100% Designs (or, if Design stages are defined in the applicable franchise agreement, in accordance with the terms of the applicable franchise agreement) including, at a minimum, horizontal design, profiles, shoring, and worksite traffic control plans; and (B) "as-built" drawings in a CAD file format acceptable to LACMTA and to the City showing all Utility Adjustments performed by the Utility owner within 60 Days after completion of such Utility Adjustment work;
- (ix) the City shall exercise its rights under the terms of the franchise agreement or otherwise under Applicable Law to coordinate the Design of the Utility Adjustment with the Design for the City Portion and ensure that the Design for the Utility Adjustment does not interfere with, disrupt or delay the Design, Construction, operation or maintenance of the City Portion, including ensuring that the Utility owner delivers or the City shall otherwise deliver promptly upon receipt from the Utility owner, copies of all Designs and plans for the Utility Adjustment work to LACMTA and shall give LACMTA the right to review and comment on the Designs and plans for the Utility Adjustment work. Any LACMTA comments to or acceptance or Approval of a Utility owner's Design under this Exhibit 5 will not relieve the Utility owner or its contractors from professional liability (errors and omissions) as the Design Engineer of Record for any Utility Adjustment performed by the Utility owner or its contractors; and
- (x) with respect to Design and Construction work for Utility Adjustments that are to be performed by a Utility Owner, the City shall:
 - (A) enforce the Utility owner's schedule for Design and Construction in accordance with any timelines set out under the terms of the City franchise agreement, Applicable Law or any more stringent schedule agreed with the Utility owner for the ESP2 Project;
 - (B) assist in coordinating the Utility owner's schedule for Construction with LACMTA's ESP2 Project Schedule and shall otherwise require that the Utility owner comply with Section 2.6 (Coordination of Work) of this Agreement with respect to the coordination of the Utility Adjustment work;
 - (C) ensure all Costs incurred for that Design and Construction work are in conformance with the terms of any applicable franchise agreement or Applicable Law;
 - (D) perform inspections (including surveys) to ensure that all such Utility Adjustments are constructed in accordance with the approved Designs;
 - (E) invite LACMTA to inspect all such Utility Adjustments together with the City; and
 - (F) if requested by LACMTA, undertake subsequent enforcement actions to enforce its franchise rights with respect to a required Utility Adjustment in the event no action is taken by the applicable Utility owner in response to a notice issued by the City under this EXHIBIT 5. Section 2.7 (Utility Adjustments) of this Agreement will apply with respect to the City's Costs incurred in taking such enforcement actions; and to the extent that the applicable Utility owner disputes the City's right to exercise its franchise rights or other rights under Applicable Law with respect to a Utility Adjustment for the City Portion and/or commences any actions or legal proceedings with regard to the same, LACMTA's indemnity in favor of the City under Section 8.1 (Indemnity) of this Agreement will apply. If requested by LACMTA, the City will suspend or withdraw any enforcement or defense of its franchise rights or rights under Applicable Law to require a Utility Adjustment in the City Portion; or

- (b) for any other Utility Conflict, the City will cooperate with and assist LACMTA in performing the necessary steps to ensure that applicable Utility owners implement the Utility Adjustments necessary to address conflicting Utilities that will impact the City Portion including:
 - (i) if requested by LACMTA, attending meetings with the Utility owners;
 - (ii) notifying LACMTA of any other Utility works requested by the City for City projects unrelated to the City Portion and coordinating any such other Utility adjustments with LACMTA; and
 - (iii) providing LACMTA with all information available to the City regarding Utility Conflicts or potential Utility Conflicts.

EXHIBIT 6 – DESIGN REQUIREMENTS

1. **General Design Criteria**

Any Design work for any Rearrangements shall be performed in accordance with:

- (a) the Design requirements set out in this EXHIBIT 6, or otherwise under the terms of this Agreement and the relevant Work Order (if applicable); and
- (b) all Governmental Approvals, Applicable Law and City Standards subject to Section 3.5 (City Standards) of this Agreement.

2. **City Standards**

The Parties agree that, for the purposes of this Agreement, the "City Standards" will be those City Design standards and ordinances notified by the City to LACMTA or otherwise incorporated in an amendment to this Agreement in accordance with Section 3.5 (City Standards) of this Agreement.

3. **Specific Design Requirements For Rearrangements**

- 3.1 **Surface Openings.** To the extent operationally and fiscally practical, LACMTA shall locate surface openings, if any to mitigate: (a) the effect on existing features of landscape and improvements; and (b) public disruption; in each case taking into account health and safety concerns.
- 3.2 **Landscaping.** Trees and landscaped areas under ownership or daily control of the City shall be preserved whenever practical. Trees within the ESP2 Project Site which are not being removed by LACMTA, shall be protected. If the City elects and right-of-way is available, trees that must be removed due to Rearrangements will be replaced or relocated, if practicable, by LACMTA in accordance with the LACMTA tree policy in effect at the time of Project Definition or the Final Environmental Documents, whichever is more stringent. Replacement work shall be performed in accordance with applicable City Standards and shall be coordinated with the City. Landscaped areas removed due to Rearrangements shall be restored to the original condition to the extent practical as agreed to by the City and LACMTA.
- 3.3 **Traffic Signal and Lighting Systems.** If a Rearrangement requires Traffic Signal and/or Lighting Work, then LACMTA shall obtain the City's Approval of LACMTA's Traffic Signal and Lighting Design (which consent may not be unreasonably delayed or withheld).
- 3.4 **Private Projections in Public Ways.** If LACMTA determines that a private projection in, over or under any City Facility or Public Rights-of-Way must be removed to accommodate the ESP2 Project, LACMTA will issue a Work Order to the City and the City shall take all reasonable actions within its powers to require the elimination of such projections by the time specified in the Work Order. If the City is not empowered to affect the removal of such projections, or if LACMTA otherwise elects, LACMTA will make its own arrangements for removal of such projections. The City will cooperate with LACMTA to minimize the Cost of eliminating, moving, removing or otherwise terminating projections.
- 3.5 **City Communications Facilities.** The relocation of any conflicting underground City communications facilities shall be performed by employing intercept-style manholes at both ends of each conflicting communications conduit segment, directly on the alignment of existing conduit segment(s), and beyond the area of the conflicting communications facilities.

4. **Preparation and Submission of Design Documentation**

For those Rearrangements where LACMTA is responsible for the Design work under the provisions of this Agreement, LACMTA shall, and will ensure that LACMTA Contractors will:

- (a) prepare and submit all Design Documentation to the City:

- (i) in Packages in accordance with the schedule notified to the City as part of the Annual Work Plan process (as may be updated and notified to the City from time to time); and
 - (ii) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the City the opportunity to review the submitted Design Documentation in accordance with EXHIBIT 7 (LACMTA Submittal Review Procedure);
- (b) ensure that the Design Documentation submitted for the Final Design highlights any material amendments made since any earlier submittal of that Design Documentation, and is of a level of detail which is sufficient to permit the City to determine whether the Design Documentation complies with this Agreement, and the Construction work which will be performed in accordance with the Design Documentation will comply with this Agreement;
- (c) invite the City to attend any pre-submittal workshops held where Design Documentation for a Rearrangement is to be presented; and
- (d) if reasonably requested by the City, provide additional supporting information and/or make available the appropriate Design personnel to participate in post-submittal Design review meetings, to explain the Design Documentation for a Rearrangement or a particular element of it.

EXHIBIT 7 – LACMTA SUBMITTAL REVIEW PROCEDURE

1. General

- 1.1 The Parties agree that individuals undertaking Design review on behalf of the City under this Agreement shall, where practicable, be consistent throughout the Design Phase. The City will ensure that any individual undertaking Design review on behalf of the City under this agreement has the appropriate qualifications, capability and experience to perform the review.
- 1.2 The procedures set out in this EXHIBIT 7 will govern all LACMTA Submittals to the City pursuant to this Agreement.

2. Review Procedure

- 2.1 The City shall use reasonable endeavors to notify LACMTA and LACMTA's Contractor (if applicable) within 10 Days of receipt of an LACMTA Submittal from LACMTA or an LACMTA Contractor if the City considers (acting reasonably) that the LACMTA Submittal is incomplete or deficient for the purpose of the City's review (or deficient to the extent that the City is unable to proceed with its review) and requires re-submission, together with a detailed description of the information that the City deems to be missing or deficient. If no such Notice is delivered by the City within 14 days of receipt of an LACMTA Submittal, the LACMTA Submittal shall be deemed complete and acceptable for the purposes of the City proceeding with its review.
- 2.2 For those LACMTA Submittals submitted for review but not formal Approval to the City (including, Design Documentation submitted for those stages of Design Development review that precede the Final Design), the City shall complete its review and issue its comments to LACMTA and the LACMTA Contractor within the LACMTA Submittal Review Period. For those LACMTA Submittals that have been designated as requiring City review and Approval under this Agreement (including, submission of a Final Design Document for Approval), the City shall complete its review, issue its comments, and confirm its Approval or rejection, within the LACMTA Submittal Review Period.
- 2.3 All Compliance Comments shall be transmitted in the form of a comment matrix or, if mutually agreed, through another equivalent format, and shall reference the City Standard applicable to the Compliance Comment, and be accompanied by an annotated LACMTA Submittal (if applicable). Where a database is used for transmission of comments, LACMTA will provide the City (and the relevant City Contractors) with user accounts and training for this purpose.
- 2.4 If no comments are received within the LACMTA Submittal Review Period, the LACMTA Submittal shall be deemed complete and approved by the City.
- 2.5 The Parties acknowledge that the process set out in this EXHIBIT 7 is intended to facilitate the LACMTA Submittal review process and be consistent with the LACMTA Guidelines on Enhanced Partnering Coordination, and shall supersede the submittal/shop drawing review schedules specified in any standards referenced in this Agreement.

3. Grounds for Objection or Comment

- 3.1 The City will only be entitled to reject an LACMTA Submittal under Section 2 (Review Procedure) of this EXHIBIT 7 if such LACMTA Submittal fails to comply with the requirements of this Agreement, and as specified in the City's Compliance Comments.
- 3.2 If the City rejects an LACMTA Submittal in accordance with Section 2 (Review Procedure) of this EXHIBIT 7, LACMTA must (or must require that the relevant LACMTA Contractor):
 - (a) address the Compliance Comments and re-submit the LACMTA Submittal for review; or

(b) notify the City that it does not agree with the grounds for rejection. If LACMTA does not agree with the grounds for rejection on the basis that such grounds would constitute a Betterment, Article 5 (Betterments) of this Agreement shall apply.

3.3 The City agrees that during the Final Design stage, it shall not raise any new issues, or make comments which are inconsistent with its comments on earlier submittals, or with any changes previously agreed to by the City.

3.4 The City's Approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with the most recent earlier submittal for such Rearrangement, modified as appropriate to respond to the City's Compliance Comments on such earlier submittal (to the extent such comments were made in accordance with the provisions of this Agreement), and to reflect any subsequent changes agreed to by the Parties.

4. **No Commencement of Construction Work**

LACMTA and the City must not commence or permit the commencement of any Construction work that is the subject of, governed by or dependent upon an LACMTA Submittal until LACMTA (or LACMTA Contractor) has submitted the relevant LACMTA Submittal to the City in accordance with this EXHIBIT 7 and:

(a) within seven Days of receiving a Notice from LACMTA (or relevant LACMTA Contractor) that the City failed to respond to an LACMTA Submittal within the relevant LACMTA Submittal Review Period, the City fails to respond to such LACMTA Submittal; or

(b) the City has notified LACMTA (and relevant LACMTA Contractor, as applicable) that it approves such LACMTA Submittal.

EXHIBIT 8 – CONSTRUCTION REQUIREMENTS

1. General Requirements

- (a) Any Construction work for any Rearrangements for the City Portion to be performed within the Public Rights-of-Way shall be performed in accordance with:
 - (i) The approved Final Design (including any changes agreed under Section 3.6 (Changes to Design) of this Agreement);
 - (ii) all Governmental Approvals, Applicable Law and City Standards, subject to Section 3.5 (City Standards) of this Agreement;
 - (iii) the schedule for such Construction work agreed under the relevant Work Order (if applicable) or otherwise under the Project Schedule; and
 - (iv) all other Construction requirements set out in this EXHIBIT 8 or otherwise under the Project Definition, provisions of this Agreement and any relevant Work Order (if applicable).
- (b) In conjunction with its contractors, LACMTA will be responsible for conducting public outreach to provide proper notification to the affected communities prior to and during Construction, complying with the Final Environmental Documents.

2. Extended Working Hours

The Parties acknowledge that extended work hours may be necessary to facilitate Construction of the City Portion. The Parties will agree to such work hours following joint review of the schedule and activities to be carried out by LACMTA and LACMTA Contractors. If a change is required to the agreed working hours, the Parties will negotiate in good faith to agree to such change.

3. Haul Routes

The Parties will agree to haul routes reasonably necessary to facilitate Construction of the City Portion. If a change is required to an agreed haul route, the Parties will negotiate in good faith to agree to such change.

4. Interruptions

- (a) The Parties acknowledge that certain components of the work in the City Portion will require interruption of City services. The Parties will agree to a plan for any such interruptions and, subject to City Approval of the plan, the City consents to scheduled interruption of services deemed necessary by LACMTA. LACMTA must provide the City prior Notice before City services are interrupted.
- (b) In advance of any scheduled interruption of City services, LACMTA will cooperate with the City to minimize such interruptions, and will notify affected parties including residents and businesses located within 1/4 mile of the work, Council offices, and other elected officials. The City acknowledges that notification may be delayed where LACMTA is required to interrupt services in the event of emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate any reasonable request.

5. Notification Matrix

Prior to the start of the Construction phase, the City will notify LACMTA of its notification matrix providing the name, phone number and email address of the designated point of contact for the ESP2 Project within each City department.

6. Pedestrian and Vehicular Traffic Circulation and Access

6.1 General Requirements

- (a) LACMTA or LACMTA Contractors shall develop a plan for any Construction work performed within the Public Rights-of-Way.
- (b) LACMTA or LACMTA Contractors shall develop plans for actions to raise public awareness of upcoming Construction work, and assist affected parties in the resolution of complaints related to Construction.
- (c) The City acknowledges that the Construction work to be performed by LACMTA or LACMTA Contractors within the Public Rights-of-Way is intended to be performed progressively under multiple packages, and that plans and reports described in this EXHIBIT 8 may be prepared for each package.
- (d) The City understands that LACMTA requires flexibility in the execution of Construction, and LACMTA will ensure that any plan prepared by LACMTA or LACMTA Contractors will, at a minimum, meet the City's requirements that are necessary to provide for public health and safety (including pedestrian and vehicular safety), and consistent with the Basis of Design.
- (e) LACMTA and the LACMTA Contractors shall take all appropriate actions to ensure safe performance of the Construction work within the Public Rights-of-Way. The City reserves the right to stop work if public health and safety is or will be compromised by such work.

6.2 Worksite Traffic Control Plans

Worksite Traffic Control Plans (WTCP) shall include:

- (a) plans for the handling of vehicular and pedestrian traffic on streets within or adjacent to a Construction work zone showing street closures, detours, warning devices and other pertinent information;
- (b) actions to maintain access to businesses, schools and residences located within or adjacent to a Construction work zone; and
- (c) The Work Area Traffic Control Handbook (WATCH) Manual can be used to implement lane closures as explicitly allowed in the WATCH Manual. An engineered WTCP must be developed, submitted to and approved by the City for all closures not explicitly allowed by the WATCH Manual. Temporary traffic signal plans, if required, shall be developed, submitted to and approved by the City.

6.3 Temporary Street Lighting Plans

LACMTA or the LACMTA Contractors shall develop temporary street lighting plans, which shall include:

- (a) safety and security at nighttime for vehicular and pedestrian traffic traveling on streets through a Construction work zone;
- (b) lighting devices, circuit and power service connections, and other pertinent information as applicable.

Any street lighting plans prepared under this Section 6.3 will be submitted for review and Approval in accordance with Section 7 (Temporary Facilities) below.

6.4 Traffic Management Plan (TMP)

- (a) The Parties may agree that a street, highway, bridge, or other Public Right of Way shall be temporarily or permanently closed for the necessity of the ESP2 Project. If such closure is agreed to, a TMP shall be developed by LACMTA or the LACMTA Contractor as part of the applicable plan. A TMP shall be prepared only for streets classified as collector or high and shall include:

- (i) WTCP, and temporary traffic signal and street lighting plans as required;
 - (ii) Synchro analysis of affected streets;
 - (iii) mitigations for emergency services;
 - (iv) community outreach plan; and
 - (v) construction schedule for the applicable work activities including an analysis on the impacts to the community.
- (b) Any TMP prepared under this Section 6.4 shall be submitted for review and Approval in accordance with Section 7 (Temporary Facilities) below.

7. Temporary Facilities

7.1 City Facilities

Temporary Facilities may be necessary to facilitate Construction of the ESP2 Project (including Rearrangements). LACMTA or its designee may use, without cost, lands owned or controlled by the City for Construction related purposes including, but not limited to, the erection and use of Temporary Facilities thereon, provided that the City shall first approve in writing the availability, location and duration of the Temporary Facilities, with the City's Approval not to be unreasonably withheld. If no response is received from the City within 45 Days of receipt of a request to use such lands, LACMTA's request to use lands owned or controlled by the City shall be deemed approved.

Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA or the LACMTA Contractor shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the Parties agree to some other arrangement.

7.2 LACMTA Facilities

In the event that Temporary Facilities are necessary to implement a Rearrangement being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon, provided that LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. If no response is received from LACMTA within 45 Days of receipt of a request to use such lands, the City's request to use lands owned or controlled by LACMTA shall be deemed approved.

Upon completion of the Rearrangement, the City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the City and LACMTA agree to some other arrangement.

8. Temporary Decking or Plating

LACMTA or LACMTA Contractors shall ensure that where required, temporary decking or plating in areas open for use by the public shall not be constructed of exposed timber and shall be designed for the posted speed and loading per the American Association of State Highway and Transportation Officials Load and Resistance Factor Design, latest edition adopted by Caltrans with applicable California Amendments.

The decking surface shall have a minimum dynamic friction factor of 0.35 for skid resistance as measured by California Test Method No. 345, and a minimum static friction factor of 0.60 for slip resistance as measured by American Standards for Testing Materials C1028 to provide safe operating conditions for vehicular and pedestrian traffic under both wet and dry conditions.

The decking surfaces shall be tested for dynamic and static friction values by the City for compliance with established standards as necessary. The end ramp profiles, methods of anchorage, decking/street drainage

provisions shall be submitted to the City. Temporary curb installations shall be submitted to the City for approval and shown on the Traffic Management Plan for reference.

The decking surface conditions shall be installed and maintained per City Standard. If the City does not have a City Standard regarding the installation and maintenance of decking surface conditions, the decking surface conditions shall be installed and maintained in accordance with LACMTA or LACMTA Contractor standards.

9. Underground Service Alert

Prior to commencement of any underground work by either Party, an "Underground Service Alert" or "Dig Alert" shall be initiated by such Party or its contractor in accordance with California law.

10. Environmental Controls

All Construction work performed by the City or City Contractors pursuant to this Agreement shall comply with the environmental controls established by LACMTA in the LACMTA Contracts, including construction noise and vibration control, pollution controls, archaeological coordination and paleontological coordination.

11. Salvaged Materials

The Parties may agree to salvage certain materials belonging to the City during the course of Rearrangement. If materials belonging to the City are to be reused, the LACMTA Contractor shall exercise reasonable care in removal and storage of such materials. Materials shall be inspected and stored until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused in a Rearrangement, but which the City desires to reclaim, may be recovered by the City staff within an agreed time frame or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to the City for retrieval. Subject to acceptance by LACMTA, if materials removed by LACMTA are not reused and are not desired by the City, such materials shall become the property of LACMTA.

12. As-Built Drawings

LACMTA shall maintain a set of "as-built" drawings of Rearrangements performed by LACMTA during Construction. Red line mark-ups for temporary street lighting systems, traffic signal systems, and other City Facilities shall be submitted to the City within 15 Days after completion of Construction of Replacement Facilities. Upon completion of the Rearrangement work, LACMTA shall furnish to the City as-built drawings within 75 Days after completion of the work on City Facilities, showing all Replacement Facilities installed in a format consistent with requirements listed in the Basis of Design.

The City shall maintain a set of "as-built" drawings of Rearrangements performed by the City during Construction. Red line mark-ups for temporary street lighting systems, traffic signal systems, and other City Facilities shall be submitted to LACMTA within 15 Days after completion of Construction of Replacement Facilities. Upon completion of the Rearrangement work, the City shall furnish to LACMTA as-built drawings within 75 Days after completion of the work on City Facilities, showing all Replacement Facilities installed in a format as agreed during Early Involvement.

EXHIBIT 9 – INSPECTION AND ACCEPTANCE PROCEDURE**1. City Inspections**

- 1.1 City will provide dedicated inspection staff for the ESP2 Project who shall be responsible for overseeing and enforcing code requirements for the construction of City Facilities. In the event the City does not have sufficient City or City Contractor staff available to perform this work, then upon notification from the City, LACMTA may assign LACMTA inspection staff to perform this work on behalf of the City.
- 1.2 LACMTA will provide dedicated inspection staff for the ESP2 Project who shall be responsible for overseeing and enforcing code requirements for all Construction work other than for the construction of City Facilities.

2. Betterments

In the event any City Inspector request made under this EXHIBIT 9 is identified as a Betterment, the Parties will follow the Betterment process outlined in Article 5 (Notice of Betterments) of this Agreement.

3. Substantial Completion

- 3.1 The following requirements must be satisfied to achieve Substantial Completion of a Rearrangement (or a part of a Rearrangement that is capable of being accepted in advance of completion of the whole):
- (a) LACMTA (or the applicable LACMTA Contractor) has completed the work for the Rearrangement (or applicable part of the Rearrangement) except for Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance;
 - (b) all known defects or omissions in the work for the Rearrangement (or applicable part of the Rearrangement) have been remedied (other than Punch List items); and
 - (c) the Rearrangement (or applicable part of the Rearrangement) is ready for handover to the City in accordance with the requirements set out under this Agreement or in the applicable Project Definition.
- 3.2 If LACMTA considers that the requirements for Substantial Completion of a Rearrangement (or the applicable part of the Rearrangement) have been satisfied in accordance with Section 3.1 (Substantial Completion) of this EXHIBIT 9, LACMTA shall submit a Notice to the City requesting a Statement of Substantial Completion. LACMTA may issue a Notice under this Section 3.2 notwithstanding that there are known Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance, provided that LACMTA's Notice shall include the list of proposed Punch List items.
- 3.3 Within ten Days (or any other time period agreed by the Parties) of delivery of a Notice by LACMTA requesting a Statement of Substantial Completion, the City Inspector and LACMTA will together inspect the Rearrangement (or the applicable part of the Rearrangement) to determine its status of completion in accordance with Section (1)(a)(i) (General Requirements) of EXHIBIT 8 (Construction Requirements) and to agree to the Punch List items.
- 3.4 Within five Days of completion of the inspection of the applicable part of the Rearrangement, the City will either:
- (a) if the City accepts the Rearrangement (or applicable part of the Rearrangement) as Substantially Complete in accordance with the terms of this Agreement subject to any agreed Punch List items and the work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance, issue a Statement of Substantial Completion together with the Punch List items agreed by the Parties following inspection of the Rearrangement (or applicable part of the Rearrangement); or

- (b) if the City determines that the Rearrangement (or applicable part of the Rearrangement) has not yet achieved Substantial Completion in accordance with the terms of this Agreement, reject by Notice LACMTA's request, together with a Substantial Completion Correction List. Punch List items or outstanding work that is otherwise only required to be performed under this agreement for the purposes of achieving Final Acceptance, will not be a sufficient basis for rejecting a request for a Statement of Substantial Completion. Any such rejection must be on the basis that the work that is outstanding is sufficiently material in nature to prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement).
- 3.5 If the City rejects a request for a Statement of Substantial Completion for a Rearrangement (or any part of a Rearrangement), LACMTA shall perform the corrections set out under the Substantial Completion Correction List, following which LACMTA will again deliver a Notice to the City requesting a Statement of Substantial Completion.
- 3.6 Promptly after issuance of a Statement of Substantial Completion, LACMTA (or LACMTA Contractors) will complete all work items on the Punch List attached to the Statement of Substantial Completion and satisfy remaining obligations under this Agreement required to be completed before Final Acceptance for that Rearrangement, including submittal of applicable "as-built" drawings.
- 3.7 If LACMTA does not agree with the City's rejection of a request for a Statement of Substantial Completion or the corrections listed by the City under a Substantial Completion Correction List, or if the Parties are unable to agree on the Punch List items, the matter will be referred to the issue resolution ladder under EXHIBIT 4 (Roles and Responsibilities) of this Agreement.
- 4. **Statement of Final Acceptance**
- 4.1 The following requirements must be satisfied in order to achieve Final Acceptance of a Rearrangement :
 - (a) the entire work for that Rearrangement is fully completed;
 - (b) all Punch List items for that Rearrangement (or for all parts of that Rearrangement where Substantial Completion of a part was permitted) are completed; and
 - (c) LACMTA (or the applicable LACMTA Contractor) has delivered all "as-built" drawings for the Rearrangement (or for all parts of that Rearrangement where Substantial Completion of a part was permitted).
- 4.2 If LACMTA considers that the requirements for Final Acceptance of a Rearrangement have been satisfied in accordance with Section 4.1 of this EXHIBIT 9, LACMTA shall submit a Notice to the City requesting a Statement of Final Acceptance.
- 4.3 Within ten Days of delivery of a Notice by LACMTA requesting a Statement of Final Acceptance, the City Inspector and LACMTA will together inspect the Rearrangement to determine its status of completion.
- 4.4 Within five Days of completion of the inspection of the applicable part of the Rearrangement, the City will either:
 - (a) if the City accepts that the requirements for Final Acceptance of the Rearrangement have been achieved, issue a Statement of Final Acceptance ; or
 - (b) if the City determines that the requirements for Final Acceptance of the Rearrangement have not been achieved, reject by Notice LACMTA's request, together with a Final Acceptance Correction List.
- 4.5 If the City rejects a request for a Statement of Final Acceptance for a Rearrangement, LACMTA shall perform the corrections set out under the Final Acceptance Correction List, following which LACMTA will again deliver a Notice requesting a Statement of Final Acceptance.

4.6 If LACMTA does not agree with the corrections listed by the City Inspector under a Final Acceptance Correction List, the matter will be referred to the issue resolution ladder set out in EXHIBIT 4 (Roles and Responsibilities) of this Agreement.

5. **Responsibility to Complete the Work**

5.1 Where a Statement of Substantial Completion is issued with respect to a part (and not the whole) of a Rearrangement, LACMTA shall retain full responsibility for completion of the whole of the Rearrangement.

5.2 The issuance of a Statement of Substantial Completion for a Rearrangement (or a part of a Rearrangement) shall not relieve LACMTA of its obligation to complete the Punch List items and to promptly remedy any omissions and latent or unnoticed defects in the Rearrangement covered by the Statement of Substantial Completion in accordance with the warranties under Section 8.2 (Warranty) of this Agreement.

5.3 Until a Statement of Substantial Completion is issued for a Rearrangement (or the applicable part of it), all responsibility for care and maintenance of the Rearrangement (or the applicable part of it) shall be borne by LACMTA. The City will be responsible for the maintenance, loss, or damage to a Rearrangement (or the applicable part of a Rearrangement) upon issuance of a Statement of Substantial Completion except that:

- (a) in accordance with Sections 5.1 and 5.2 above, it shall be LACMTA's continuing responsibility to complete and deliver every part, and the integrated whole, of the Rearrangement and to satisfy the conditions of Final Acceptance of that Rearrangement; and
- (b) responsibility and liability will remain with LACMTA to the extent of the warranties under Section 8.2 (Warranty) of this Agreement.

EXHIBIT 10 – OPERATION AND MAINTENANCE PRINCIPLES

1. Primary Responsibilities

1.1 LACMTA (directly or through LACMTA Contractors) will be responsible for the operation and maintenance of the ESP2 Project (including maintenance of any low impact development water and storm drain mitigation measures constructed outside of the Public Rights-of-Way as part of the ESP2 Project, on the ESP2 Project Site, or on LACMTA-owned right-of-way).

1.2 The City (directly or through City Contractors) will be responsible for:

- (a) maintenance of all City Facilities within the Public Rights-of-Way including, but not limited to, trees, gutters, sidewalks, ramps, streets, roadways, utilities, vaults, pull boxes, streetlights, traffic signals, traffic loops, striping, signage, irrigation, bioswales and landscape;
- (b) operation of the traffic signal system within the jurisdiction and control of the City; and
- (c) maintenance of all low-impact development water and storm drain mitigation measures constructed within the Public Rights-of-Way.

2. Traffic Signals

With respect to its responsibility for the operation of the traffic signal system within the jurisdiction and control of the City, the City shall work cooperatively with LACMTA to facilitate the safe and efficient operation of the City Portion. The City shall not modify the traffic signal model controller software and hardware on the City Portion without notification to and coordination with LACMTA.

3. Maintenance of the City Portion

LACMTA shall obtain appropriate permits from the City when performing maintenance work on or near the Public Rights-of-Way and conform to all City permitting requirements for the submittal, review, and Approval of temporary traffic control plans, use of public rights-of-way, or any other activity requiring a permit or license. All traffic control devices shall conform to accepted City practices and shall be installed and maintained in accordance with the California Manual on Uniform Traffic Control Devices and/or approved worksite traffic control plans. All City staff Costs incurred for permitting such work shall be reimbursed by LACMTA through the Work Order process set forth in this Agreement.

4. Utility Contracts

In the event the City enters into a contract with private Utility companies for the provision of electricity and/or the applicable water district for the provision of water supply in connection with the ESP2 Project, LACMTA shall similarly procure separate license and cooperative agreements with such private Utilities. Further, if the City owns and operates its own "power" department and the ESP2 Project draws electricity from this source, then such agreements shall include a "power restoration" priority provision regarding outages resulting from emergencies whereby the ESP2 Project and future operations shall be provided with the highest priority consistent with other state-wide designated essential facilities.

5. Track Allocation

The City and any City Contractors shall comply with LACMTA's Track Allocation/Work Permit Procedures in effect at the time of any Construction, Maintenance or repair work on or in the vicinity of the ESP2 Project or Project Site.

EXHIBIT 11 – FORMS

Part A: Form 60

Name of Offeror/Contractor/Utility Company (Name of Preparer):		Scope of Work/Deliverable (provide expanded description on Form 60 page 2)			
Home office address					
Division(s) and Locations where Work is to be performed		LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):			
NOTE: For proper calculations of cost elements link additional sheets to this summary page.					
1.	Direct Labor	Est. Hours	Rate Per Hour	Est. Cost	TOTAL
2.		0.00	\$0.00	\$0.00	
3.		0.00	\$0.00	\$0.00	
4.		0.00	\$0.00	\$0.00	
5.	TOTAL DIRECT LABOR HOURS	0.00		TOTAL DIRECT LABOR	\$0.00
6.	Labor Overhead (O/H)	O/H Rate	x Base	Est. Cost	
7.		0%		\$0.00	
8.				TOTAL LABOR OVERHEAD	\$0.00
9.	Direct Material			Est. Cost	
10.	a. Purchase Parts			\$0.00	
11.	b. Subcontracted items			\$0.00	
12.	c. Other			\$0.00	
13.				TOTAL DIRECT MATERIAL	\$0.00
14.	Equipment		Unit Cost	Est. Cost	
15.			\$0.00	\$0.00	
16.			\$0.00	\$0.00	
17.				TOTAL EQUIPMENT	\$0.00
18.	Subcontractors*			Est. Cost	
19.				\$0.00	
20.				\$0.00	
21.				\$0.00	
22.				TOTAL SUBCONTRACTORS	\$0.00
23.				TOTAL BURDENED COST (add lines 5, 8, 13, 17 and 22)	\$0.00
24.	Other Direct Costs			Est. Cost	
25.				\$0.00	
26.				\$0.00	
27.				\$0.00	
28.				TOTAL OTHER DIRECT COSTS	\$0.00
29.	Travel			Est. Cost	
30.	a. Transportation			\$0.00	
31.	b. Per Diem or Subsistence			\$0.00	
32.				TOTAL TRAVEL	\$0.00
33.	General and Administrative Expense	Rate %	% x Line 23		
34.		0%		\$0.00	
35.				TOTAL GENERAL AND ADMINISTRATIVE EXPENSE	\$0.00
36.				TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)	\$0.00
37.	Profit/Fee	Total Labor and Overhead (line 5 + line 8)	Rate %	% x Total Labor and Overhead	
38.			0%	\$0.00	
39.				TOTAL FEE	\$0.00
40.				TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)	\$0.00

EXECUTION VERSION

41.	Milestone /Task Number	Milestones/Tasks	Hours	Completion Date	Payment Amount		
42.					\$0.00		
43.					\$0.00		
44.					\$0.00		
45.		TOTAL MILESTONES/TASKS (Must equal line 40)				\$0.00	
	* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.						
46.	Fill in applicable sections only						
47. Has any Agency of the United States Government, State government, local public agency or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No.							
48.a. Agency Name/Address				48.b. Individual to contact/Telephone Number			
49. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.							
50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.							
51. CERTIFICATE							
The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has <input type="checkbox"/> , has not <input type="checkbox"/> , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has <input type="checkbox"/> , has not <input type="checkbox"/> , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.							
52. CERTIFICATE OF CURRENT COST OR PRICING DATA							
This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____ * are accurate, complete and current as of _____ **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.							
53. This proposal as submitted represents our best estimates and/or actual costs as of this date.							
54. Type Name and Title of Authorized Representative				Signature		Date***	
55.		* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Work Order No., Request for Proposal No., Change Order No., Modification No., etc.)					
56.		** Insert the day, month and year when price negotiations were concluded and price agreement was reached.					
57.		*** Insert the day, month and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price).					
Form 60 Attachments (Applicable if Box is checked)							
	Scope of Work Expanded Description for which Cost Estimate is based on:						
1							
2							
3							

4	
	Schedule in which Scope of Work is based on:
1	
2	
3	
4	
1	
2	
3	
4	
	Track Allocation Request for Metro active bus rapid right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR Approval:
1	
2	
3	
4	
FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:	
1 CITY AS-BUILT RESEARCH BY CITY FOR METRO PROJECTS IN THE PLANNING PHASE SHALL BE TREATED AS PART OF LABOR OVERHEAD PORTION OF COST	

Part B: City Betterment Request Form

CITY BETTERMENT REQUEST

Date: _____

To: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

From: City of Montebello (City)

Subject Scope/Scope Element: _____

Project: Eastside Transit Corridor Phase 2 (ESP2) Project

Pursuant to the Cooperative Agreement (CA) between the City and LACMTA with respect to the ESP2 Project, this shall serve as a formal Notice that the following design and/or construction scope is requested to be delivered as a Betterment as defined within the CA.

Scope of requested Betterment:

The determination of the Betterment is based on the CA and the following justification:

Estimated rough order of magnitude cost: _____

The City requests LACMTA's response to this City Betterment Request as set out below.

CITY OF MONTEBELLO

By: _____

Name: _____

Title: _____

Date: _____

LACMTA has reviewed the above City Betterment Request and:

1. rejects the requested Betterment in accordance with the CA on the basis that the Betterment is:
 - incompatible with the Project;
 - cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
 - requested after establishment of the Basis of Design for the project.
2. approves the Betterment in accordance with the CA subject to the following changes or terms as negotiated with the City (if none, enter "none"):

An estimated cost is listed below:

Design Costs: \$ _____ Construction Costs: \$ _____

LACMTA requests that the City counter-sign below to confirm its agreement to any changes or additional terms described above and the estimated cost.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

The City accepts the amendments or additional terms agreed and listed above, and the design and construction cost estimates for the Betterment. The City acknowledges and agrees that, in accordance with the terms of the CA, the City shall be solely responsible for all Costs related to the Betterment (whether or not such Costs exceed the estimates for the Betterment provided by LACMTA).

CITY OF MONTEBELLO

By: _____

Name: _____

Title: _____

Date: _____

Part C: LACMTA Notice of Potential Betterment¹

NOTICE OF POTENTIAL BETTERMENT

Date: _____

To: City of Montebello (City)

From: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

Subject Scope/Scope Element: _____

Project: Eastside Transit Corridor Phase 2 (ESP2) Project

Pursuant to the Cooperative Agreement (CA) between the City and LACMTA, this shall serve as a formal Notice that the following City comment or request with respect to the Design Documentation, Construction plans, and/or work for the ESP2 Project has been identified as a potential Betterment as defined within the CA.

Scope of City comment or request identified as a potential Betterment (including reference number or other identification of the relevant City comment or request):

The City comment or request has been identified as a potential Betterment based on the CA and following justification:

- if implemented, the City comment or request would comprise an upgrade, change or addition to a City Facility (or a part of a City Facility) that provides for greater capacity, capability, durability, appearance, efficiency, function or other betterment of that City Facility over that which was provided by the City Facility prior to the ESP2 Project, and none of the exclusions listed in the CA apply; or
- If implemented, the City comment or request would comprise a change in or supplement to the City Standards applicable to that work after the establishment of the Basis of Design, and none of the exclusions listed in the CA apply.

Details: _____

LACMTA requests the City's response to this LACMTA Notice of Potential Betterment as set out below. In accordance with Article 5 (Betterments) of the CA, if the City fails to respond within five Days of this LACMTA Notice of Potential Betterment, the relevant City comment or request will be deemed to be withdrawn. Such deemed withdrawal shall be without prejudice to the City's right to submit the Betterment under a subsequent City Betterment Request under Article 5 (Betterments) of the CA.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

¹ Please refer to Article 5. This is the form that would be used by LACMTA if it identifies a City request or comment as a potential Betterment. The reasons for identifying a City request or comment as a potential Betterment listed in the form are intended to align with the definition of Betterment. It also includes a response form from the City, withdrawing the comment or enclosing a City Betterment Request.

The City has reviewed the above LACMTA Notice of Potential Betterment and:

- withdraws the relevant City comment or request referenced in the above LACMTA Notice of Potential Betterment; or
- submits the City comment or request referenced in the above LACMTA Notice of Potential Betterment as a City request for a Betterment in accordance with Article 5 (Betterments) of the CA and for this purpose encloses a completed City Betterment Request.

CITY OF MONTEBELLO

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 12 – CITY-PERFORMED PROJECT WORK**1. Request for the City to Perform Design and/or Construction Work**

1.1 In accordance with Section 3.1(b)(ii) (Design Responsibilities) and Section 4.1(b)(ii) (Construction Responsibilities) of this Agreement, LACMTA may request by Notice that the City prepare a Cost estimate and proposal for the City to perform Design work and/or Construction work with respect to the City Portion of the ESP2 Project. The request submitted by LACMTA shall set out:

- (a) the proposed scope, criteria, specifications, and requirements for the proposed City-Performed Project Work which may include Utility Conflicts (taking account of the information identified and agreements reached under EXHIBIT 5 (Utility Adjustment Procedures));
- (b) any prescribed governmental and/or lender requirements applicable to the proposed City-Performed Project Work under any applicable grant, funding or financing agreements; and
- (c) the then-current Project Schedule and proposed schedule for the City-Performed Project Work, including the proposed dates for providing the City and the City Contractors with access to the Project Right-of-Way.

1.2 Within 15 Days after submission of a Notice by LACMTA under Section 1.1 (Request for the City to Perform Design and/or Construction Work) above, the Parties will meet to discuss the request and following such meeting the City will, within 15 Days of such meeting, Notify LACMTA if it is not able to perform or procure the City-Performed Project Work, or within 30 Days of such meeting will provide LACMTA with:

- (a) the City's estimate for the Cost of procuring and/or performing the City-Performed Project Work;
- (b) any City comments or proposed adjustments to LACMTA's proposed schedule for performing the City-Performed Project Work; and
- (c) any City comments to the proposed scope, criteria, specifications, and/or requirements for the City-Performed Project Work.

1.3 The Parties will discuss in good faith the Cost estimate and comments submitted by the City and mutually agree to the scope, criteria, specifications, requirements, Cost estimates, and schedule for the proposed City-Performed Project Work.

1.4 If the Parties agree that the City will proceed with a procurement for the City-Performed Project Work, the City will submit a Form 60 in accordance with Section 2.3 (Work Orders) of this Agreement and, following agreement of the Parties, LACMTA will issue a Work Order authorizing the performance of the City-Performed Project Work.

2. Schedule for City-Performed Project Work

2.1 Any schedule for City-Performed Project Work prepared and agreed by the Parties under Section 1 above will be aligned with, and allow for, the timely delivery of the City Portion in accordance with the Project Schedule. The agreed schedule for City-Performed Project Work will be attached to the applicable Work Order.

2.2 If at any time the City becomes aware of any delay to the procurement or performance of any City-Performed Project Work, the City shall promptly give Notice to LACMTA to that effect specifying the reason for the delay, the estimated impact to the agreed schedule, and any potential mitigations to recover the schedule.

3. Constructability Reviews of Designs for the City-Performed Project Work

Where the City-Performed Project Work includes only Construction work (and not the preparation of the Designs for that Construction work) then, if requested by LACMTA, agreed by the Parties and authorized

under a Work Order, the City or City Contractor (if included as part of a procurement under Section 4 (Procurement of City-Performed Project Work) below) will perform Design support services including performing constructability reviews prior to commencing the City-Performed Project Work.

4. Procurement of City-Performed Project Work

4.1 Any procurement for City-Performed Project Work that will not be performed by City forces shall be performed:

- (a) on the basis of full and open competition;
- (b) utilizing the agreed scope, criteria, specifications, and requirements applicable to the scope of the City-Performed Project Work that is being procured;
- (c) in accordance with the requirements set out in this EXHIBIT 12 or otherwise under the provisions of this Agreement;
- (d) in accordance with the applicable Annual Work Plan and Work Orders, including the agreed schedule set out under the applicable Annual Work Plan and Work Orders; and
- (e) in accordance with all Governmental Approvals, Applicable Law, and any additional prescribed governmental and/or lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 2.8 (Governmental and Lender Requirements) of this Agreement.

4.2 Prior to advertising a procurement for the performance (in whole or in part) of City-Performed Project Work, the City shall provide LACMTA with the draft Procurement Documents, including the draft contractual terms and conditions, intended to be issued by the City for that work. LACMTA will review the draft Procurement Documents and provide comments to the City. The Parties will discuss in good faith and resolve comments submitted by LACMTA and mutually agree to the form of Procurement Documents to be issued by the City. If the Parties are unable to agree to the form of Procurement Documents, LACMTA may withdraw the request for City-Performed Project Work in accordance with Section 4.4 below.

4.3 LACMTA shall have the right to require a minimum number of bids or proposals, to review the bids or proposals received, and to approve the recommendation for contract award prior to presentation to the City Council for award. The City agrees that it shall not present a contract for any part of City-Performed Project Work to the City Council for award until the bidder or proposer proposed for the award has been approved by LACMTA.

4.4 LACMTA reserves the right (in its sole discretion) to withdraw the request for City-Performed Project Work at any time during procurement and to require that the City cancel the procurement and reject all bids or proposals. LACMTA shall be required to reimburse the City for the costs of services in coordinating and managing the procurement in accordance with the terms of the applicable Work Order.

5. Performance of City-Performed Project Work

5.1 After review and Approval of any contract award under Section 4 (Procurement of City-Performed Project Work) of this EXHIBIT 12 and the City's submission of a Form 60 in accordance with Section 2.3 (Work Orders) of this Agreement, LACMTA will issue a Work Order authorizing the performance of the City-Performed Project Work (or a part of it, as applicable). The payment terms for the City-Performed Project Work will be mutually agreed by the Parties under that Work Order.

5.2 Any City-Performed Project Work shall be performed in accordance with:

- (a) in the case of any Construction work, the Final Design for the City-Performed Project Work that is Approved-for-Construction;

- (b) the requirements set out in this EXHIBIT 12 or otherwise under the provisions of this Agreement, and the agreed scope, criteria, specifications, requirements, and contractual terms and conditions;
- (c) the environmental controls established in the LACMTA Contracts for the ESP2 Project, including construction noise and vibration control, pollution controls, and archaeological and paleontological coordination;
- (d) the applicable Annual Work Plan and Work Orders, including the agreed schedule set out under the applicable Annual Work Plan and Work Orders;
- (e) good industry practice;
- (f) the Project Right-of-Way constraints and other physical limits affecting the City Portion; and
- (g) the Final Environmental Documents and all other applicable Governmental Approvals, Applicable Law, and any additional prescribed governmental and/or lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 2.8 (Governmental and Lender Requirements) of this Agreement.

5.3 In performing any City-Performed Project Work, the City and any City Contractors, must comply with all quality assurance, quality control, and quality management requirements set out in the agreed scope, criteria, specifications, and requirements, and in accordance with Applicable Law.

5.4 In performing any City-Performed Project Work, the City and any City Contractors shall coordinate their work with the work of LACMTA and LACMTA Contractors, including as defined under any interface requirements set out in the agreed scope, criteria, specifications, requirements, and contractual terms and conditions.

5.5 The City will obtain LACMTA's Approval for any modifications to any City Contract for City-Performed Project Work, and shall inform LACMTA promptly when the City has reason to believe that the agreed Cost estimate for the City-Performed Project Work is likely to be exceeded, and shall obtain LACMTA authorization of such Cost increase in accordance with Section 2.3 (Work Orders) of this Agreement.

6. Inspection

All City-Performed Project Work will be subject to inspection for conformance to agreed scope, criteria, specifications, requirements, and contractual terms and conditions.

7. Debarred Contractors

In accordance with California Public Contract Code Section 6109(a), the City shall not perform City-Performed Project Work with any contractor who is ineligible to perform work on a public works project pursuant to California Labor Code Section 1777.1 or Section 1777.7. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between the City and a debarred contractor is void as a matter of law. A debarred contractor may not receive any public money for performing work as a contractor on a public works contract, and any public money that may have been paid to a debarred contractor by the City for City-Performed Project Work shall be returned to LACMTA. The City shall be responsible for the payment of wages to workers of a debarred contractor who has been allowed by the City to perform any City-Performed Project Work. The Parties agree to strictly comply with the Applicable Law, and will act on information related to any debarred contractor in accordance with Applicable Law.

EXHIBIT 13 – EARLY INVOLVEMENT

Part A: Early Involvement Procedures**1. Initial Meeting(s)**

Within 30 Days of delivery of a Notice from LACMTA initiating the Early Involvement Procedures, LACMTA will convene an initial meeting (or initial meetings, as required) with the City. Topics for the initial meeting(s) will include:

- (a) an update from LACMTA on the:
 - (i) LACMTA team members responsible for delivery of the ESP2 Project;
 - (ii) status of the ESP2 Project, including the anticipated Project ROW, funding sources, phasing, and contracting and procurement plan;
 - (iii) anticipated elements and scope of work within the City Portion;
 - (iv) Project Schedule including the anticipated date for issuance of the Procurement Documents for the ESP2 Project; and
 - (v) key risks identified for the ESP2 Project that may impact the schedule or implementation of the Design and Construction of any Rearrangements; and
- (b) a discussion of the resource needs to support the ESP2 Project and Project Schedule, both in terms of the Early Involvement Procedures and the later phases of the ESP2 Project.

2. Resourcing

If the first Annual Work Plan for the ESP2 Project has not already been agreed and/or a Work Order covering the work, support, and services to be performed as part of the Early Involvement Procedures has not already been authorized, then following the initial meeting(s) held under Section 1 (Initial Meeting(s)) above, the Parties will prepare and agree to the first Annual Work Plan and/or Work Order (as required) in accordance with Sections 2.2 (Annual Work Plan) and 2.3 (Work Orders) of this Agreement.

3. Project Definition**3.1 Review of Design Documentation**

- (a) To the extent not already submitted to the City prior to the Effective Date, LACMTA will submit to the City the ACE Design Documentation and/or any Design Documentation based on further Design Development undertaken.
- (b) LACMTA will convene a workshop(s) to present the ACE Design Documentation and/or Design Documentation based on any further Design Development undertaken. The agenda for the workshop(s) will include discussions of key aspects of the Design of the ESP2 Project that may impact the scope and Basis of Design for the Rearrangements. Such key Design elements may include:
 - (i) roadway width, alignment and tie-ins
 - (ii) sidewalk and parkway widths;
 - (iii) bus/rail interface and bus stops (including bus pad lengths and locations);
 - (iv) curb ramps, radii and ADA requirements;

- (v) signaling, pre-emption, and illumination requirements;
 - (vi) hydraulics and drainage;
 - (vii) landscaping, tree removals and replacements; and
 - (viii) track alignment and pedestrian circulation at station plazas.
- (c) The City will actively participate in the Design workshop(s) and provide LACMTA with written comments to the ACE Design Documentation and any further Design Documentation submitted to it (to the extent not already submitted prior to the Effective Date) in accordance with EXHIBIT 7 (LACMTA Submittal Review Process) to assist in the identification of the scope of Rearrangements, City Standards, Basis of Design, and Utility Adjustments as described below.
- (d) LACMTA will notify the City of any matters or issues relating to the scope of Rearrangements, Basis of Design, or other matters or issues referred to in this Part A that may be agreed at a later stage based on, among other matters, the contracting and procurement plan and Project Schedule.

3.2 Scope of Rearrangements

- (a) Together with the preparation and review of the ACE Design Documentation and any other Design Documentation submitted to the City, the Parties will identify or mutually agree (as applicable) to the scope of Rearrangements for the purpose of issuance of the Procurement Documents for the ESP2 Project as follows:
- (i) LACMTA will identify: (A) any removals, replacements, restorations, alterations, reconstruction, support, or relocation of all or a portion of any Conflicting Facilities whether permanent or temporary, and (B) any installation of new City Facilities which LACMTA determines in its sole discretion are necessary to comply with Applicable Law. If the City determines that the join line or tie-in point between any Rearrangements and an existing City Facility as depicted in the Design Documentation is inadequate, LACMTA will perform its evaluation and may add a transition of up to ten linear feet; and
 - (ii) LACMTA and the City will discuss in good faith and mutually agree to: (A) any removals, replacements, restorations, alterations, reconstruction, support, or relocation of all or a portion of any Conflicting Facilities whether permanent or temporary, and (B) any installation of new City Facilities which are necessary in order to construct, operate or maintain the ESP2 Project, or as a result of the impact of the Construction, operation, or maintenance of the ESP2 Project.
- (b) The Rearrangements identified or mutually agreed to under this Section 3.2 will be listed in the Project Definition.

3.3 Identification of Betterments

- (a) To the extent that the City identifies any proposed Betterments falling within paragraph (a) of the definition of "Betterment", during its review of the ACE Design Documentation and any other Design Documentation or otherwise during the activities under this Part A, it will submit a completed City Betterment Request for LACMTA's review and Approval in accordance with Section 5.1 (Notice of Betterments) of this Agreement.
- (b) LACMTA will review any City Betterment Requests submitted by the City and counter-sign the City Betterment Request to the extent a requested Betterment is approved in accordance with Section 5.2 (Approval of Betterments) of this Agreement.
- (c) Any Betterments approved by LACMTA for inclusion in the ESP2 Project (at the City's cost, in accordance with the Agreement) will be included in the Project Definition as described under Section

3.11 (Establishing the Project Definition) below. The Parties acknowledge that any additional mitigations (at the City's cost) with respect to the Betterment may need to be included and addressed in the Final Environmental Documents and the City agrees to cooperate with LACMTA in providing all such information and documents as may be required for this purpose.

3.4 Initial Identification of Utility Conflicts

- (a) Together with the preparation and review of the ACE Design Documentation, any other Design Documentation, and otherwise as requested by LACMTA, the City will coordinate and cooperate with LACMTA in providing any locational data or other information as described in Section 1 (*Identification of Utility Conflicts*) of EXHIBIT 5 (Utility Adjustment Procedures).
- (b) Prior to establishing the Project Definition, LACMTA may submit an initial list of identified Utility Conflicts as described in Section 1 (*Identification of Utility Conflicts*) of EXHIBIT 5 (Utility Adjustment Procedures), in which case the Parties will perform the activities under Sections 2.1 and 2.2 (*Interface with Utility Owner*) of EXHIBIT 5 (Utility Adjustment Procedures) with respect to the Utility Conflicts identified on that initial list.

3.5 City Standards

- (a) Following identification of a Rearrangement under Section 3.2 (Scope of Rearrangements) above, the City will review the list of City Standards set out in EXHIBIT 6 (Design Requirements) of this Agreement or otherwise notified to LACMTA and confirm to LACMTA in writing the City Standards applicable to the Design, Construction, and submission of as-built drawings for the Rearrangement, and any amendments or additions to those City Standards applicable to the Design and Construction of the Rearrangement.
- (b) LACMTA will notify the City if it objects to the City's list of applicable City Standards on the basis of Section 3.5 (City Standards) of this Agreement and/or of any requested deviations to those City Standards necessary for the ESP2 Project.
- (c) The list of City Standards (and any deviations) agreed to by the Parties will be included in the Project Definition as described under Section 3.11 (Establishing the Project Definition) below.

3.6 Basis of Design

- (a) LACMTA may convene and the City will participate in workshop(s) to discuss the scope, criteria, specifications and requirements for each Rearrangement.
- (b) Following presentation of the ACE Design Documentation and any other Design Documentation, and identification of a Rearrangement under Section 3.2 (Scope of Rearrangements), and the workshops and provision of information under Section 3.6(a) above, LACMTA will submit for City review the draft scope, criteria, specifications and requirements for that Rearrangement that form or are intended to form, the basis of the Procurement Documents to be issued by LACMTA and that include the Design and/or Construction of the Rearrangement within its scope. Together with such submission, LACMTA will submit a table of requested deviations from any City Design or Construction criteria notified to LACMTA under Section 3.6(a) above. The City will review the draft scope, criteria, specifications and requirements for that Rearrangement for compliance with the City Standards identified under Section 3.5 (City Standards) above and otherwise for compliance with this Agreement and provide comments to LACMTA in accordance with EXHIBIT 7 (LACMTA Submittal Review Procedure).
- (c) The Parties will discuss in good faith and resolve comments submitted by the City and mutually agree to the Basis of Design. The Basis of Design agreed by the Parties will be included in the Project Definition as described under Section 3.11 (Establishing the Project Definition) below.

3.7 Construction Requirements

The Parties will discuss in good faith the key aspects of Construction for the ESP2 Project. Such elements may include:

- (a) variances, full street closures, lane closures and streets subject to any other street closure restrictions, including discussion and identification of any required City Council approvals, and lead time for City Council approvals or other proceedings that may be required for potential street closures or other significant Construction operations;
- (b) instrumentation; and
- (c) support of excavation requirements.

The approach to these elements agreed by the Parties will be included in the Project Definition as described under Section 3.11 (Establishing the Project Definition) below.

3.8 Allocation of Responsibilities

LACMTA will discuss allocation of responsibilities for Design and Construction and may request that the City:

- (a) perform Design and/or Construction work with respect to a Rearrangement in accordance with Sections 3.1 (Design Responsibilities) and 4.1 (Construction Responsibilities) of this Agreement; and/or
- (b) perform additional Construction work with respect to the City Portion of the ESP2 Project that is not part of any Rearrangement in accordance with Section 4.1 (Construction Responsibilities) of this Agreement and pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (City-Performed Project Work).

3.9 Anticipated Schedule and Resource Requirements

- (a) LACMTA will convene a schedule workshop to present to the City the anticipated Project Schedule for the City Portion including the schedule for procurement, Design Development, right of way acquisition, Construction, testing and commissioning.
- (b) The Parties will review the anticipated Project Schedule, acknowledging it is preliminary, and acknowledging that the scheduling of Design Package reviews will be established by the applicable LACMTA Contractor, and look ahead to forecast resource requirements for the City to be able to support timely delivery of the ESP2 Project in accordance with the terms of this Agreement, taking into account the allocation of responsibilities under Section 3.8 (Allocation of Responsibilities) above.

3.10 Anticipated Interfaces and Adjacent Work

- (a) In accordance with the terms of this Agreement, City will promptly notify LACMTA of any known or anticipated Adjacent Work and any other known or anticipated Design or Construction interfaces with respect to the ESP2 Project. In addition, the City will promptly notify LACMTA of any known deficiencies in any City Facilities within the City Portion for the ESP2 Project that may reasonably be expected to give rise to Adjacent Work or a Design or Construction interface with respect to the ESP2 Project.
- (b) LACMTA will convene and the City will participate in any Adjacent Work or other interface workshop(s) to agree to the approach to coordinating Design inputs and scheduling of Construction or other work.

3.11 **Establishing the Project Definition**

- (a) All matters agreed under this Part A will be documented by the Parties, in the form of Project Definition set out in Part C (Form of Project Definition) of this EXHIBIT 13. LACMTA will prepare and sign the Project Definition and submit it to the City for the City's review, acceptance and counter-signature.
- (b) Any matters not agreed at the time of documenting and signing the Project Definition will be described in the Project Definition. Unless LACMTA has notified the City that such outstanding matters may be agreed at a later stage of the ESP2 Project based on, among other matters, the contracting and procurement plan and Project Schedule, matters marked as not agreed will be referred to the Level 2 decision makers identified in Part C (*Issue Resolution Ladder and Decision-Making*) of EXHIBIT 4 (Roles and Responsibilities) for the purposes of achieving resolution prior to the scheduled advertisement of the Procurement Documents associated with the Design of the Rearrangements.

Part B: Reimbursement for Participation in Early Involvement Procedures**1. Eligible for Reimbursement**

The following activities performed as part of the Early Involvement Procedures are eligible for reimbursement in accordance with Sections 2.3 (Work Orders) and 7.1 (Reimbursements to the City) of this Agreement:

- (a) Review of ACE Design Documentation and other Design Documentation submitted to the City for purposes of defining and agreeing to the Project Definition; and
- (b) All technical, support services, and other activities described in Part A (Early Involvement) of this EXHIBIT 13 and not expressly excluded under Section 2 (Not Eligible for Reimbursement) below.

2. Not Eligible for Reimbursement

The following activities performed as part of the Early Involvement Procedures are not eligible for reimbursement in accordance with Sections 2.3 (Work Orders) and 7.1 (Reimbursements to the City) of this Agreement:

- (a) participation in and coordination of community engagement activities;
- (b) performance by the City of its obligations as a responsible agency or cooperating agency (as applicable) for the purposes of the environmental review and approval process for the ESP2 Project, including:
 - (i) provision of as-builts or other necessary information, documents, or data;
 - (ii) review of draft environmental documents;
 - (iii) providing feedback on the scope of the project transportation analysis;
 - (iv) access, safety and operational analyses;
 - (v) identifying City or LACMTA-led projects that can off-set vehicle miles traveled (VMT);
 - (vi) station connectivity analyses, as applicable;
 - (vii) feasibility study review and comment;
 - (viii) alternatives assessment review and comment;
 - (ix) public right-of-way protocols;
 - (x) tree removals to be addressed in the environmental documents; and
 - (xi) support for outreach to stakeholders during the Planning and Advanced Conceptual Engineering Phase.

Part C: Form of Project Definition

PROJECT DEFINITION FOR THE ESP2 PROJECT

This Project Definition has been agreed in accordance with the Cooperative Agreement between LACMTA and the City dated [●] ("**Agreement**"). Words defined in the Agreement have the same meaning in this Project Definition.

IMPORTANT NOTICE:	
<p>(1) This is the Project Definition for the ESP2 Project and will apply to the ESP2 Project as set out in the Agreement, subject only to amendments made in accordance with the terms of the Agreement and to any matters marked as not yet agreed in this Project Definition.</p> <p>(2) In accordance with the Agreement and subject only to amendments made in accordance with the Agreement, the City acknowledges that, with respect to the ESP2 Project in this Project Definition:</p> <p>(a) LACMTA will rely on this Project Definition to prepare and advertise the applicable Procurement Documents (<u>Section 2.10 (Early Involvement)</u> of the Agreement); and</p> <p>(b) any changes or additions to the Basis of Design, including to the City Standards included in the Basis of Design, applicable to a Rearrangement after the establishment of this Project Definition shall, subject to <u>Section 2.10(d) (Early Involvement)</u> of the Agreement and the exclusions set out in the definition of "Betterment" under the Agreement, be deemed a Betterment for the purposes of the Agreement (<u>Section 2.10 (Early Involvement)</u> of the Agreement).</p>	
Project Details	
Date of Project Definition:	<i>[Insert date of notice.]</i>
LACMTA Representative:	<i>[Include name.]</i>
City Representative:	<i>[Include name]</i>
Project Short Description:	<i>[Insert short (2-3 paragraphs) description of the project (including any updates since issuance of the LACMTA Project Notice), including the project objectives.]</i>
Project URL:	<i>[Include a link to the LACMTA project webpage for the project where further details have been or will be posted.]</i>
Project Environmental Documents:	<i>[Include a link to the LACMTA project webpage for the project where the environmental documents have been or will be posted.]</i>
Anticipated Contract Packages and Anticipated Project Delivery Method for each Contract Package:	<i>[Confirm/identify the anticipated contract packages, for example, LACMTA retained scope, any AUR or other advanced work contract packages, and the core scope package. For each contract package, confirm/identify the anticipated project delivery method.]</i>
Anticipated Funding Sources:	<i>[For the purposes of giving an indication of whether federal requirements will apply, confirm/identify the current anticipated funding sources (local, state, and/or federal).]</i>
Anticipated Schedule (Anticipated Key Milestone Dates):	<i>[Include a summary or attachment showing the current anticipated schedule, including the key milestones relevant to this Agreement. In particular, the anticipated dates/milestones for advertisement of the Procurement Documents, Design Phase and Construction Phase.]</i>

Anticipated Project ROW / City Portion:	<i>[Include a reference to the relevant drawings/ alignment definition under the environmental documents.]</i>																		
Anticipated Resource Needs:	<i>[Document any discussions regarding forward-planning for resource needs for the project.]</i>																		
Agreed Scope, Basis of Design and City Standards																			
Design Documentation Reviewed	LACMTA and the City confirm that they have reviewed the ACE Documentation and other Design Documentation prepared as attached to this Project Definition as Attachment [●] and that comments were received and resolved as set out in Attachment [●].																		
Key Design elements:	<p>LACMTA and the City have identified the following key Design elements as being applicable to the ESP2 Project and have resolved them as set out below: <i>[Describe here or in an attachment. This may include cross-references to the Basis of Design/City Standards referenced in other sections of the Project Definition]</i></p> <table border="1" data-bbox="561 739 1419 1461"> <thead> <tr> <th data-bbox="561 739 990 802">Key Design Elements</th> <th data-bbox="997 739 1419 802">Agreed approach</th> </tr> </thead> <tbody> <tr> <td data-bbox="561 810 990 865">Roadway width, alignment and tie-ins</td> <td data-bbox="997 810 1419 865"></td> </tr> <tr> <td data-bbox="561 873 990 928">Sidewalk and parkway width</td> <td data-bbox="997 873 1419 928"></td> </tr> <tr> <td data-bbox="561 936 990 1041">Bus/rail interface and bus stops (including bus pad lengths and locations)</td> <td data-bbox="997 936 1419 1041"></td> </tr> <tr> <td data-bbox="561 1050 990 1134">Curb ramps, radii and ADA requirements</td> <td data-bbox="997 1050 1419 1134"></td> </tr> <tr> <td data-bbox="561 1142 990 1226">Signaling, pre-emption, and illumination requirements</td> <td data-bbox="997 1142 1419 1226"></td> </tr> <tr> <td data-bbox="561 1234 990 1289">Hydraulics and drainage</td> <td data-bbox="997 1234 1419 1289"></td> </tr> <tr> <td data-bbox="561 1297 990 1381">Landscaping, tree removals and replacements</td> <td data-bbox="997 1297 1419 1381"></td> </tr> <tr> <td data-bbox="561 1390 990 1453">Track alignment and pedestrian circulation at station plazas</td> <td data-bbox="997 1390 1419 1453"></td> </tr> </tbody> </table>	Key Design Elements	Agreed approach	Roadway width, alignment and tie-ins		Sidewalk and parkway width		Bus/rail interface and bus stops (including bus pad lengths and locations)		Curb ramps, radii and ADA requirements		Signaling, pre-emption, and illumination requirements		Hydraulics and drainage		Landscaping, tree removals and replacements		Track alignment and pedestrian circulation at station plazas	
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Scope of Rearrangements:	<i>[Here or by attachment or reference to the ACE, describe the scope of Rearrangements agreed upon.]</i>																		
Betterments:	In accordance with the Agreement, the Betterments described in the Potential Notices of Betterment, signed by the City and accepted, authorized and countersigned by LACMTA, attached under Attachment [●] to this Project Definition will be incorporated into the scope of the project, at the City's cost.																		
Utility Adjustments:	<i>[Here or by attachment, describe any Utility Conflicts already identified and any agreements reached as to the timing, approach, and roles and responsibilities for the related Utility Adjustments.]</i>																		

City Standards:	The Parties agree that the City Standards set out in the Basis of Design and provided to LACMTA on a data storage device such as a flash drive or CD-ROM, will apply to the Design of the Rearrangements, subject to any approved deviations described.							
Basis of Design:	The mutually agreed Basis of Design for the Rearrangements to be performed within the scope of the ESP2 Project is attached as Attachment [●] to this Project Definition.							
Construction Requirements	<p>LACMTA and the City have identified the following key Construction requirements as being applicable to the ESP2 Project and have addressed them as set out [below]/[in Attachment [●]]</p> <table border="1" data-bbox="561 583 1419 1148"> <tr> <td data-bbox="561 583 987 915">Full street closures, lane closures and streets subject to any other street closure restrictions, including discussion and identification of any required City Council approvals, and lead time for City Council approvals or other proceedings that may be required for potential street closures or other significant Construction operations</td> <td data-bbox="993 583 1419 915">[Here or by attachment, describe any the street closures, etc. required for the ESP2 Project and the approach discussed, including any required City Council approvals.]</td> </tr> <tr> <td data-bbox="561 924 987 1037">Instrumentation</td> <td data-bbox="993 924 1419 1037">[Here or by attachment, describe how this will be addressed for the ESP2 Project.]</td> </tr> <tr> <td data-bbox="561 1045 987 1148">Support of excavation requirements</td> <td data-bbox="993 1045 1419 1148">[Here or by attachment, describe how this will be addressed for the ESP2 Project]</td> </tr> </table>		Full street closures, lane closures and streets subject to any other street closure restrictions, including discussion and identification of any required City Council approvals, and lead time for City Council approvals or other proceedings that may be required for potential street closures or other significant Construction operations	[Here or by attachment, describe any the street closures, etc. required for the ESP2 Project and the approach discussed, including any required City Council approvals.]	Instrumentation	[Here or by attachment, describe how this will be addressed for the ESP2 Project.]	Support of excavation requirements	[Here or by attachment, describe how this will be addressed for the ESP2 Project]
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Instrumentation	[Here or by attachment, describe how this will be addressed for the ESP2 Project.]							
Support of excavation requirements	[Here or by attachment, describe how this will be addressed for the ESP2 Project]							
Allocation of Responsibilities:	<i>[To the extent Design and Construction responsibilities have been allocated to the City, describe those here.]</i>							
Anticipated Adjacent Work or Other Interfaces:	<i>[To the extent Adjacent Work or other interfaces (or deficiencies in existing City Facilities that may reasonably be expected to give rise to Adjacent Work or a Design or Construction interface with respect to the project) are identified, document those here or in an Attachment, together with any agreed approaches to coordinate that work or interface.]</i>							
Outstanding Matters for Resolution:	<i>[To the extent any matters remain outstanding, describe those here (or in an attachment).]</i>							

ACKNOWLEDGED AND AGREED

LACMTA REPRESENTATIVE

By: _____
 Name: _____
 Title: _____

CITY REPRESENTATIVE

By: _____
 Name: _____
 Title: _____

Attachments to Project Definition

[List and incorporate attachments]

An illustration of a Metro Rail train stopped at a station. The train is yellow and black with 'Metro Rail' and 'Go Metro' written on it. In the background, there is a city street with a building, palm trees, and people walking and riding a bicycle. A large yellow tree trunk is on the left side of the image.

Next stop: further east.

EASTSIDE TRANSIT CORRIDOR PHASE 2

Eastside Transit Corridor Phase 2

Legistar: 2024-1018.

January 2025



Metro

Recommendation

CONSIDER authorizing the Chief Executive Office (CEO) or her designee to:

- A. EXECUTE** a Cooperative Agreement (CA) with the City of Montebello for the Eastside Transit Corridor Phase 2 Project Corridor; and
- B. NEGOTIATE** and execute as-needed agreements with other responsible stakeholder agencies, including the cooperative agreements with corridor cities (cities of Commerce, Pico Rivera, Santa Fe Springs, Whittier) and railroad operators.

Corridor Cities Coordination

Execution of the Cooperative Agreement acknowledges commitment for Metro and Cities to continue working together to develop and implement the ESP2 Project.

- **Spring/Summer 2024** – CA negotiation held with five cities (cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, and Whittier).
 - July 25, 2024 – Circulated Revised Cooperative Agreement
 - August 22, 2024 – Washington Coalition meeting
 - August 29, 2024 – Deadline to provide final comments
 - September 12, 2024 – Circulated Execution Version
 - October 15, 2024 – Washington Coalition meeting
- **Fall 2024** - City of Montebello approved the Cooperative Agreement at their November 13, 2024 city council meeting.
- **Early 2025** - Continue coordination efforts with cities of Commerce, Santa Fe Springs, Pico Rivera, Whittier and railroads to execute agreements.