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Agenda - Final

Thursday, June 26, 2025

10:00 AM

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Board of Directors - Regular Board Meeting

Janice Hahn, Chair

Fernando Dutra, 1st Vice Chair

Jacquelyn Dupont-Walker, 2nd Vice Chair

Kathryn Barger

Karen Bass

James Butts

Lindsey Horvath

Holly J. Mitchell

Ara J. Najarian

Imelda Padilla

Tim Sandoval

Hilda Solis

Katy Yaroslavsky

Gloria Roberts, non-voting member

Stephanie Wiggins, Chief Executive Officer

METROPOLITAN TRANSPORTATION AUTHORITY BOARD AGENDA RULES

(ALSO APPLIES TO BOARD COMMITTEES)

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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.

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

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

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x7 *русский (Russian)*

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

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

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Please include the Item # in your comment and your position of "FOR," "AGAINST," "GENERAL COMMENT," or "ITEM NEEDS MORE CONSIDERATION."

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Board Administration

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Los Angeles, CA 90012

CALL TO ORDER

ROLL CALL

APPROVE Consent Calendar Items: 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32.

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

All Consent Calendar items are listed at the end of the agenda, beginning on page 10.

NON-CONSENT

3. **SUBJECT: REMARKS BY THE CHAIR** [2025-0538](#)

RECOMMENDATION

RECEIVE remarks by the Chair.

4. **SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER** [2025-0539](#)

RECOMMENDATION

RECEIVE report by the Chief Executive Officer.

5. **SUBJECT: ELECTION OF 2ND VICE CHAIR** [2025-0499](#)

RECOMMENDATION

ELECTION of 2nd Vice Chair.

42. **SUBJECT: DODGER STADIUM EXPRESS MOTION** [2025-0546](#)

RECOMMENDATION

APPROVE Motion by Hahn, Solis, Mitchell, Dupont-Walker, and Sandoval that the Board direct the Chief Executive Officer to:

A. Develop a proposal to partner with the Los Angeles Dodgers on opportunities for the organization to better support the Dodger Stadium Express, which may include, but is not limited to:

1. A per-ticket transit fee or contribution to help offset service costs;
2. A dedicated bus lane or operational improvements to expedite bus service by:
 - Collaborating with the City of Los Angeles Department of Transportation to develop a transit strategy that supports reliable travel to the stadium;

3. Enhanced signage and wayfinding within and around the stadium to promote and facilitate the use of the service;
 4. A Dodgers-led marketing campaign to encourage ridership on public transit;
- B. Initiate discussions with the Dodgers organization to present and negotiate the terms of a potential partnership proposal; and
- C. Report back to the Board within 120 days with an update on the status of the partnership conversations and any proposed next steps.

**43. SUBJECT: DEMONSTRATION RESPONSE PROCEDURES AND
LEGAL PROTOCOLS FOR IMMIGRATION CUSTOMS
ENFORCEMENT AGENTS**

[2025-0545](#)

RECOMMENDATION

RECEIVE oral report on demonstration response procedures and legal protocols for Immigration Customs Enforcement Agents.

**44. SUBJECT: EVALUATING PUBLIC-PRIVATE PARTNERSHIP
OPPORTUNITIES FOR THE K LINE NORTHERN
EXTENSION MOTION**

[2025-0544](#)

RECOMMENDATION

WITHDRAWN: ~~APPROVE Motion by Horvath and Butts that the Board direct the Chief Executive Officer to:~~

~~Prepare an analysis of market demand for a Public-Private Partnership delivery model for the K Line Northern Extension. The analysis shall include, but not be limited to, comprehensive market, commercial, and financial analyses, as well as evaluations of cost, technical achievability, procurement, risk management, capital delivery / schedule factors, and operations of the alignment for a set period of time.~~

~~WE FURTHER MOVE that the Board direct the CEO report back to the Board with a status update in October 2025.~~

**45. SUBJECT: PUBLIC HEARING ON RESOLUTIONS OF NECESSITY
FOR METROLINK CHATSWORTH STATION
IMPROVEMENT PROJECT**

[2025-0135](#)

RECOMMENDATION

ADOPT the proposed Resolutions of Necessity ("Resolutions") authorizing the commencement of eminent domain actions to acquire the Property Interests ("Property Interests") as identified in Attachment A and summarized below:

- 1) 10060 Remmet Avenue, Chatsworth, CA 91311 (APN: 2747-025-030) - a 36-month Non-Exclusive Temporary Access Easement ("TAE" or "EST") - Project Parcel CH-EST-003
- 2) Eastside of Remmet Avenue, Chatsworth, CA 91311 (APN: 2747-025-031); a Partial Fee ("Fee" or "PART") - Project Parcel CH-PART-001, a 36-month Temporary Construction Easement ("TCE") - Project Parcel CH-TCE-001, and a 36-month TAE - Project Parcel CH-EST-001
- 3) Eastside of Remmet Avenue, Chatsworth, CA 91311 (APN: 2747-025-032) - a Partial Fee - Project Parcel CH-PART-002, a 36-month TCE - Project Parcel CH-TCE-002, and a 36-month TAE - Project Parcel CH-EST-006

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

Attachments: [Attachment A - Staff Report](#)
 [Attachment B1 - Resolution of Necessity 2747-025-030](#)
 [Attachment B2 - Resolution of Necessity 2747-025-031](#)
 [Attachment B3 - Resolution of Necessity 2747-025-032](#)
 [Attachment C - Motion # 5.1](#)
 [Presentation](#)

46. SUBJECT: COLLECTIVE BARGAINING AGREEMENT

[2025-0307](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. EXECUTE a new collective bargaining agreement with the International Brotherhood of Teamsters Union (Teamsters) for the Transit Ambassador job classification effective July 1, 2025;
- B. AMEND the FY26 Budget in the amount of \$11.8 million for the implementation of the new wages and benefits for the approval of the

final collective bargaining agreement;

- C. ADD 388 contract positions (Teamsters) comprised of 309 Transit Ambassador Program staff who are currently in the field, and 79 new Transit Ambassadors to continue and expand the visible presence and in-person support across the Metro transit system and at the new Metro/LAX Transit Center, Foothill Extension and Purple Line Extension and additional high priority bus routes;
- D. ADD 49 non-contract positions for the Transit Ambassador Program for Supervisors to oversee Ambassador staff in the field. These employees will be represented by AFSCME Local 364 upon ratification and Board approval of an agreement with the union; and
- E. ADD 2 non-contract positions to oversee expanded day to day operations, staff training, reporting and customer experience improvements related to the Transit Ambassador Program.

Attachments: [Attachment A - Motion 37](#)

END OF NON-CONSENT

47. SUBJECT: CLOSED SESSION

[2025-0540](#)

A. Conference with Real Estate Negotiator - Government Code 54956.8

1. Property: 6000 Wilshire Boulevard, Los Angeles, CA 90036
Agency Negotiator: Craig Justesen, EO Real Estate
Negotiating Party: Mark A. Mitchell, Chief Financial Officer
Under Negotiations: Price and Terms
2. Property: 1801 Avenue of the Stars, Los Angeles, CA 90067; and
1930 Century Park West, Los Angeles, CA 90067
Agency Negotiator: Craig Justesen, EO Real Estate
Negotiating Party: Kim Brewer, Senior Vice President - Development
Under Negotiations: Price and Terms
3. Property: 100 S. Santa Fe Avenue, Los Angeles, CA 90012
Agency Negotiator: Craig Justesen, EO, and John Beck, Manager
Negotiating Party: Brendon Sullivan, Senior Vice President
Under Negotiations: Price and Terms

B. Conference with Legal Counsel - Existing Litigation - G.C.

54956.9(d)(1)

1. Irma Arevalo Leiva v. LACMTA, Case No. 23TRCV02103
2. Darcia Gomez v. LACMTA, Case No. 21STCV08025
3. Silvia Ota v. LACMTA, Case No. 23STCV13505
4. Reannan R. Ross v. LACMTA, Case No. 22STCV10170
5. LACMTA v. TY Lin International, Inc., et al., Case No. 24STCV33121
6. Jobs To Move America v. LACMTA, Case No. 24STCP02977

C. Conference with Legal Counsel - Anticipated Litigation - G.C.

54956.9(d)(4)

Initiation of Litigation (One case)

CONSENT CALENDAR - ITEMS 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, AND 32.

2. SUBJECT: MINUTES

[2025-0537](#)

RECOMMENDATION

APPROVE Minutes of the Regular Board Meeting held May 22, 2025.

Attachments: [Regular Board Meeting MINUTES - May 22, 2025](#)
 [May 2025 RBM Public Comments](#)

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

**6. SUBJECT: LICENSE AGREEMENTS FOR THREE MICROWAVE
RADIO STATION LOCATIONS**

[2025-0326](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO), or their designee, to execute three 5-year license agreements commencing August 1, 2025, with American Tower Corporation dba SpectraSite Communications, LLC; with up to three additional five-year options for each site for microwave radio stations located at the following sites:

- 5 Mt. Lukens Road, Tujunga - at an initial rate of approximately \$7,617.47 per month with 3.5% annual escalations, plus utilities, for a total estimated amount of \$2,678,592.90 over the full 20-year term (including options).
- Oat Mountain Orcutt Ranch, Chatsworth - at an initial rate of approximately \$5,274.26 per month with 3.5% annual escalations, plus utilities, for a total estimated amount of \$1,837,556.05 over the full 20-year term (including options).
- 1 Hauser Mountain, Acton - at an initial rate of approximately \$4,274.97 per month with 3.5% annual escalations, plus utilities, for a total estimated amount of \$1,495,434.10 over the full 20-year term (including options).

Attachments: [Attachment A - License Location Map](#)
 [Attachment B - Deal Points](#)
 [Presentation](#)

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

7. SUBJECT: EXCESS LIABILITY INSURANCE PROGRAM

[2025-0242](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to negotiate and purchase Public Entity excess liability policies with up to \$300 million in limits at a not-to-exceed premium of \$29.8 million for the 12-month period effective August 1, 2025, to August 1, 2026.

Attachments: [Attachment A - Options, Premiums, and Loss History](#)
 [Attachment B - Proposed Public Entity Carriers and Program Structure](#)
 [Presentation](#)

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

8. SUBJECT: FY25 LOCAL RETURN CAPITAL RESERVE ACCOUNTS

[2025-0292](#)

RECOMMENDATION

CONSIDER:

- A. ESTABLISHING new Local Return funded Capital Reserve Accounts for the Cities of Hidden Hills (Measure M), Lakewood (Proposition C and Measure M), Long Beach (Proposition C), and amend the existing accounts for the Cities of Industry (Proposition A), Lynwood (Proposition A), South Pasadena (Proposition C, Measure R and Measure M), and Whittier (Proposition C) (Attachment A); and
- B. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements between Los Angeles County Metropolitan Transportation Authority (LACMTA) and the Cities in Recommendation A for their Capital Reserve Accounts as approved.

Attachments: [Attachment A - Project Summary 2025 for Proposed Capital Reserve Accounts](#)
 [Presentation](#)

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

9. **SUBJECT: FY26 TRANSPORTATION DEVELOPMENT ACT (TDA)
ARTICLE 8 FUND PROGRAM**

[2025-0403](#)

RECOMMENDATION

ADOPT:

- A. Findings and Recommendations (Attachment A) for allocating fiscal year 2026 (FY26), Transportation Development Act (TDA) Article 8 funds estimated (Attachment B) at \$33,368,313 as follows:
1. In the City of Avalon, there are no unmet transit needs that are reasonable to meet. Therefore, TDA Article 8 funds in the amount of \$156,044 may be used for street and road projects or transit projects;
 2. In the Cities of Lancaster and Palmdale, there are no unmet transit needs that are reasonable to meet; in the Cities of Lancaster and Palmdale, and the unincorporated portions of the Antelope Valley, transit needs can be met by using other existing fund sources. Therefore, TDA Article 8 funds in the amount of \$8,131,009 for Lancaster and \$7,821,276 for Palmdale may be used for street and road projects or transit projects, provided that transit needs continue to be met;
 3. In the City of Santa Clarita, there are no unmet transit needs that are reasonable to meet; in the City of Santa Clarita and the unincorporated portions of the Santa Clarita Valley, existing transit needs can be met through the recommended actions using other fund sources. Therefore, \$10,853,278 in TDA Article 8 funds for the City of Santa Clarita may be used for street and road projects or transit projects, provided that transit needs continue to be met;
 4. In the Los Angeles County Unincorporated areas of North County, the areas encompassing both the Antelope Valley and the Santa Clarita Valley, transit needs are met with other fund sources such as Proposition A and Proposition C Local Return. Therefore, TDA Article 8 funds in the amount of \$6,406,706 may be used for street and road projects or transit projects, provided that transit needs continue to be met; and
- B. A resolution (Attachment C) making a determination of unmet public transportation needs in the areas of Los Angeles County outside the Metro service area.

Attachments: [Attachment A - FY26 Proposed Findings and Recommended Actions](#)
 [Attachment B - TDA Article 8 Apportionments Estimates for FY26](#)
 [Attachment C - FY26 TDA Article 8 Resolution](#)
 [Attachment D - History of TDA Article 8 Definitions of Unmet Transit Needs](#)
 [Attachment E - TDA Article 8 Public Hearing Process](#)
 [Attachment F - Summary of Recommendations and Actions Taken](#)
 [Presentation](#)

**FINANCE, BUDGET, AND AUDIT COMMITTEE MADE THE FOLLOWING
RECOMMENDATION (5-0):**

**10. SUBJECT: METROLINK FY2025-26 ANNUAL WORK PROGRAM AND
 PASSENGER RAIL SUPPORTIVE ACTIONS**

[2025-0211](#)

RECOMMENDATION

CONSIDER:

- A. APPROVING programming the Los Angeles County Metropolitan Transportation Authority's ("Metro") share of the Southern California Regional Rail Authority's (SCRRA) Fiscal Year (FY) 2025-26 Operating, Rehabilitation, and Capital Budget in the amount of \$216,565,092 as described in Attachment A;
- B. EXTENDING the lapsing dates for funds previously allocated to SCRRA for State of Good Repair (SGR) and capital project Memoranda of Understanding (MOUs) as follows:
- Ticket Vending Machine (TVM) Replacement Project extended from June 30, 2025, to December 31, 2026
 - FY 2016-17 SGR Program extended from June 30, 2025, to December 31, 2026
 - FY 2017-18 SGR Program extended from June 30, 2025 to December 31, 2026
 - FY 2018-19 SGR Program extended from June 30, 2025 to June 30, 2027
 - FY 2019-20 SGR Program extended from June 30, 2025 to December 31, 2027
 - FY 2020-21 SGR Program extended from June 30, 2025 to June 30, 2027
 - Doran Street Grade Separation Project extended from March 31, 2025, to December 31, 2027
 - LINK US Task 2 Project extended from June 30, 2025, to December 31, 2026;
- C. APPROVING the FY 2025-26 Transfers to Other Operators' payment

rate of \$1.10 per boarding to Metro and an EZ Pass reimbursement cap to Metro of \$5,592,000; and

- D. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements between Metro and SCRRA for the approved funding.

Attachments: [Attachment A - SCRRA FY26 Budget Transmittal Presentation](#)

FINANCE, BUDGET, AND AUDIT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

11. **SUBJECT: ACCESS SERVICES PROPOSED FISCAL YEAR 2026 BUDGET** [2025-0398](#)

RECOMMENDATION

CONSIDER:

- A. APPROVING local funding request for Access Services (Access) in an amount not to exceed \$203,170,329 for FY26. This amount includes:

- Local funds for operating and capital expenses in the amount of \$200,482,112
- Local funds paid directly to Metrolink for its participation in Access' Free Fare Program in the amount of \$2,688,217; and

- B. AUTHORIZING the Chief Executive Officer (CEO) to negotiate and execute all necessary agreements to implement the above funding program.

Attachments: [Attachment A - FY26 Access Services ADA Program Presentation](#)

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

12. **SUBJECT: FISCAL YEAR 2025-26 TRANSIT FUND ALLOCATIONS** [2025-0404](#)

RECOMMENDATION

CONSIDER:

- A. APPROVING \$2.9 billion in Fiscal Year 2025-26 (FY26) Transit Fund Allocations for Los Angeles County jurisdictions, transit operators, and Metro Operations as shown in Attachment A. These allocations comply with federal, state, and local regulations and Metro Board approved

-
- policies and guidelines. Federal and state fund allocations are subject to actual fund apportionments;
- B. APPROVING fund exchanges in the estimated amount of \$3,140,305 of Metro's Transportation Development Act (TDA) Article 4 allocation with Municipal Operators' shares of the Low Carbon Transit Operations Program. Funding will be adjusted based on LCTOP actual allocations;
 - C. APPROVING fund exchanges in the estimated amount of \$1,035,635 of Metro's Proposition (Prop) C 40% allocation with Antelope Valley, Santa Clarita, Burbank, and Glendale's shares of the Low Carbon Transit Operations Program (LCTOP). Funding will be adjusted based on LCTOP actual allocations;
 - D. APPROVING fund exchange of Federal Section 5307 discretionary fund awarded to the Southern California Regional Transit Training Consortium (SCRTTC) through Long Beach Transit in the amount of \$360,000 with Metro's TDA Article 4 allocation subject to final federal apportionments. If federal funds are not available for this fund exchange, \$360,000 in FY27 TDA Article 4 funds will be allocated to Metro off the top as reimbursement;
 - E. APPROVING fund exchanges in the amount totaling \$15.6 million of Metro's Federal Section 5307 share with Municipal Operators' shares of Federal Sections 5337 and 5339 subject to final federal apportionments;
 - F. AUTHORIZING the Chief Executive Officer to adjust FY26 Federal Section 5307 (Urbanized Formula), Section 5339 (Bus and Bus Facilities), and Section 5337 (State of Good Repair) allocations upon receipt of final apportionments from the Federal Transit Administration and amend the FY26 Budget as necessary to reflect the adjustments;
 - G. APPROVING fund exchange in the amount of \$5 million of Metro's Prop C 40% allocations with the Local Transit Operators' share of federal Section 5307 funds to implement the Local Transit Systems Subcommittee's (LTSS) Zero Emission Vehicle (ZEV) Call for Projects subject to final federal apportionments;
 - H. APPROVING revised Zero Emission Transit Capital Program (ZETCP) -Equivalent fund allocations to the Included and Eligible Transit Operators commensurate with current ZETCP fund availability to Metro (Attachment B), and delegate authority to the Chief Executive Officer to negotiate any future amendments if further adjustments are made in funding availability;
 - I. ADOPTING a resolution designating Transportation Development Act (TDA) and State Transit Assistance (STA) fund allocations are in

compliance with the terms and conditions of the allocations (Attachment C); and

- J. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements, amendments to existing agreements, and FY26 Budget amendments to implement the above funding programs.

Attachments: [Attachment A - FY26 Transit Fund Allocations](#)
[Attachment B - Revised ZETCP-Equivalent Fund Allocations](#)
[Attachment C - TDA and STA Resolution](#)
[Attachment D - Sum. of Significant Info., Methodologies & Assumptions](#)
[Presentation](#)

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

13. SUBJECT: ADDRESSING THE FISCAL CLIFF

[2025-0381](#)

RECOMMENDATION

CONSIDER:

- A. RECEIVING AND FILING status report on the Workplan to Address the Fiscal Cliff; and
- B. ADOPTING the Principles for Addressing the Fiscal Cliff (Attachment A).

Attachments: [Attachment A - Guidelines for Addressing the Fiscal Cliff](#)
[Attachment B - Eligibility and Allocation of FY26 Funding](#)
[Presentation](#)

PLANNING AND PROGRAMMING COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):

14. SUBJECT: MEASURE R MULTIMODAL HIGHWAY SUBREGIONAL PROGRAMS - SEMI-ANNUAL UPDATE

[2025-0321](#)

RECOMMENDATION

CONSIDER:

- A. APPROVING \$12,519,439 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 include traffic signal, pedestrian, bicycle, transit, and roadway improvements;
- B. APPROVING the deobligation of \$4,140,439 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 Chief Executive Officer (CEO) or her designee to negotiate and execute all necessary agreements for Board-approved Projects.

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

PLANNING AND PROGRAMMING COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):

15. SUBJECT: **MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM UPDATE - SAN GABRIEL VALLEY SUBREGION**

[2025-0323](#)

RECOMMENDATION

CONSIDER:

A. APPROVING:

1. Programming an additional \$12,321,943 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Active Transportation Program (expenditure line 54), as shown in Attachment A;
2. Programming an additional \$24,181,572 of Measure M MSP - First/Last Mile and Complete Streets Program (expenditure line 59), including inter-program borrowing of \$6,579,127 from the Measure M MSP - Active Transportation Program, as shown in Attachment B;
3. Deobligating \$50,271 of Measure M MSP - Bus System Improvement Program (expenditure line 58), as shown in Attachment C; and

- B. AUTHORIZING the Chief Executive Officer (CEO) or their designee to negotiate and execute all necessary agreements for approved projects.

Attachments: [Attachment A - Active Transportation Program Project List](#)
 [Attachment B - First/Last Mile and Complete Streets Program Project List](#)
 [Attachment C - Bus System Improvement Program Project List](#)
 [Attachment D - Highway Efficiency Program Project List](#)
 [Attachment E - Highway Demand Based Program Project List](#)
 [Presentation](#)

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

17. SUBJECT: RECRUITMENT STRATEGIC ASPIRATION SERVICES

[2025-0256](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to execute Modification No. 2 to Contract No. PS108564000 with McKinsey & Company, Inc. (McKinsey) to continue to provide consultant support services for hiring process improvements, continuous job classification analysis, planning and recruitment, employee retention enhancements and internal customer-centric training and development, in an amount Not-To-Exceed (NTE) \$5,410,000, increasing the contract value from \$3,975,000 to \$9,385,000 and extending the period of performance from December 31, 2025, to June 30, 2026.

Attachments:

[Attachment A - Procurement Summary](#)

[Attachment B - Contract Modification/Change Order Log](#)

[Attachment C - DEOD Summary](#)

[Presentation](#)

**CONSTRUCTION COMMITTEE MADE THE FOLLOWING RECOMMENDATION
(3-0):**

**22. SUBJECT: SUPPLEMENTAL ENGINEERING SERVICES - CAPITAL
IMPROVEMENT PROJECTS**

[2025-0239](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a cost plus fixed fee Indefinite Delivery/Indefinite Quantity Contract No. AE128314E0132 to HNTB Corporation for Supplemental Engineering Services (SES) for Capital Improvement Projects for a term of five years for a Not To Exceed (NTE) amount of \$70,000,000, subject to the resolution of any properly submitted protest(s), if any; and
- B. EXECUTE Task Orders and modifications within the Board approved contract amount.

Attachments:

[Attachment A - Procurement Summary](#)

[Attachment B - DEOD Summary](#)

[Presentation](#)

**CONSTRUCTION COMMITTEE MADE THE FOLLOWING RECOMMENDATION
(3-0):**

- 23. SUBJECT: CEQA/NEPA & ENVIRONMENTAL COMPLIANCE
SERVICES**

[2025-0245](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to:

- A. EXECUTE Modification No. 00003 to Contract No. PS77530000 with ICF Jones & Stokes Inc. to exercise the two, one-year options, for a Not-To-Exceed (NTE) amount of \$1,924,174.53 and \$1,760,892.27 respectively, for a total NTE amount for the options of \$3,685,066.80, increasing the total contract value from the initial NTE amount of \$14,166,384.73 to a total NTE amount of \$17,851,451.53, and extend the term of the contract from December 1, 2025 to December 1, 2027;
- B. INCREASE Contract Modification Authority (CMA) in the amount of \$368,506.68, increasing the total CMA from \$1,416,638.47 to a total of \$1,785,145.15 (10% of the not-to-exceed contract amount); and
- C. EXECUTE all individual Task Orders and Contract Modifications within the recommended contract funding amount and recommended CMA.

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

**CONSTRUCTION COMMITTEE MADE THE FOLLOWING RECOMMENDATION
(3-0):**

- 24. SUBJECT: UTILITY REIMBURSEMENT AGREEMENTS**

[2025-0407](#)

RECOMMENDATION

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

- A. EXECUTE Utility Reimbursement Agreements with Level 3 Communications and Centurylink Communications to accommodate Metro's ongoing Projects; and
- B. NEGOTIATE and execute similar as-needed Utility Agreements with other communication company owners to accommodate Metro's ongoing Projects.

Attachments: [Attachment A - Utility Reimburse. Agreement - Level 3 Comm, LLC & Metro](#)
 [Attachment B - Utility Reimburse. Agreement - Centurylink Comm, LLC & Metro](#)
 [Presentation](#)

**CONSTRUCTION COMMITTEE MADE THE FOLLOWING RECOMMENDATION
(3-0):**

25. SUBJECT: PROGRAM CONTROL SUPPORT SERVICES [2025-0374](#)

RECOMMENDATION

CONSIDER:

A. AUTHORIZING the Chief Executive Officer to increase authorized funding for Contract No. PS89856000 with Kal Krishnan Consulting Services/Triunity Engineering and Management Joint Venture (KTJV), for pending and future Contract Work Orders to continue to provide Program Control Support Services (PCSS) in an amount Not-To-Exceed (NTE) \$35,000,000, increasing the current authorized funding limit for the base contract from \$50,000,000 to \$85,000,000 through FY28; and

B. EXECUTING individual Contract Work Orders and Contract Modifications within the Board approved contract funding amount.

Attachments: [Attachment A - Procurement Summary](#)
 [Attachment B - Contract Work Order/Modification Log](#)
 [Attachment C - Current and Anticipated Projects](#)
 [Attachment D - DEOD Summary](#)
 [Presentation](#)

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

26. SUBJECT: I-710 INTEGRATED CORRIDOR MANAGEMENT GENERAL [2025-0119](#)
 CONTRACTOR SERVICES

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a 24-month, firm-fixed-price contract, Contract OP125440000 to Crosstown Electrical & Data, Inc. for General Contractor (GC) Services for the Interstate 710 (I-710) Integrated Corridor Management (ICM) Project in the amount of \$22,561,793.53, subject to the resolution of any properly submitted protest(s), if any.

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

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

- 29. SUBJECT: CENTRALIZED MONITORING SYSTEM FOR TRACK AND TUNNEL INTRUSION DETECTION SYSTEM**

[2025-0331](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a sole-source firm fixed price contract, Contract No. PS128578000 to AGP Technologies, Inc. for the purchase of a centralized real-time monitoring system for the Track and Tunnel Intrusion Detection System (TTIDS) in the amount of \$1,825,000, subject to the resolution of any properly submitted protest(s), if any.

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

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

- 30. SUBJECT: METRO FREEWAY SERVICE PATROL**

[2025-0335](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute contract modifications for five Freeway Service Patrol (FSP) contracts in an aggregate amount of \$29,812,000, thereby increasing the contract amounts from \$65,587,148.98 to \$95,399,148.98, and extending the current period of performance with individual amounts as follows:

- Beat 9: Sonic Towing, Inc. Contract No. FS66316003-9, for \$373,000 for up to 7 months, increasing the total contract amount from \$4,141,753 to \$4,514,753;
- Beat 60: Freeway Towing, Inc. Contract No. FSP5768900B60, for \$5,123,000 for up to 60 months, increasing the total contract amount from \$8,263,700 to \$13,386,700;
- Beat 61: All City Tow Service, Contract No. FSP5769100B61, for \$9,882,000 for up to 60 months, increasing the total contract amount from \$8,380,122 to \$18,262,122;
- Region 1: Kenny's Auto Service. Contract No. FS58039000, for \$8,869,000 for up to 8 months, increasing the total contract amount from \$20,936,368.98 to \$29,805,368.98;
- Region 2: Platinum Tow & Transport Contract No. FS58039001, for

\$5,565,000 for up to 8 months, increasing the total contract amount from \$23,865,205 to \$29,430,205.

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

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

31. SUBJECT: P3010 LIGHT RAIL VEHICLE (LRV) COUPLER OVERHAUL [2025-0340](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a firm fixed unit price contract, Contract No. TS127584000 to Dellner, Inc. for the P3010 Light Rail Vehicle (LRV) Coupler Overhaul, in an amount Not-To-Exceed (NTE) \$8,792,530.00, for a period of 60 months from issuance of a Notice to Proceed, subject to the resolution of any properly submitted protest(s), if any.

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

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

32. SUBJECT: ANNUAL APPOINTMENTS TO METRO'S SERVICE COUNCILS [2025-0163](#)

RECOMMENDATION

APPROVE nominees for membership on Metro's San Fernando Valley, San Gabriel Valley, South Bay Cities, and Westside Central Service Councils (Attachment A).

Attachments: [Attachment A - New Appointee Nomination Letter](#)
 [Attachment B - New Appointee Biography and Qualifications](#)
 [Presentation](#)

SUBJECT: GENERAL PUBLIC COMMENT [2025-0541](#)

RECEIVE General Public Comment

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

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

Adjournment



Metro

Board Report

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

File #: 2025-0539, **File Type:** Oral Report / Presentation

Agenda Number: 4.

**REGULAR BOARD MEETING
JUNE 26, 2025**

SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER

RECOMMENDATION

RECEIVE report by the Chief Executive Officer.

Report by the CEO

Item #4

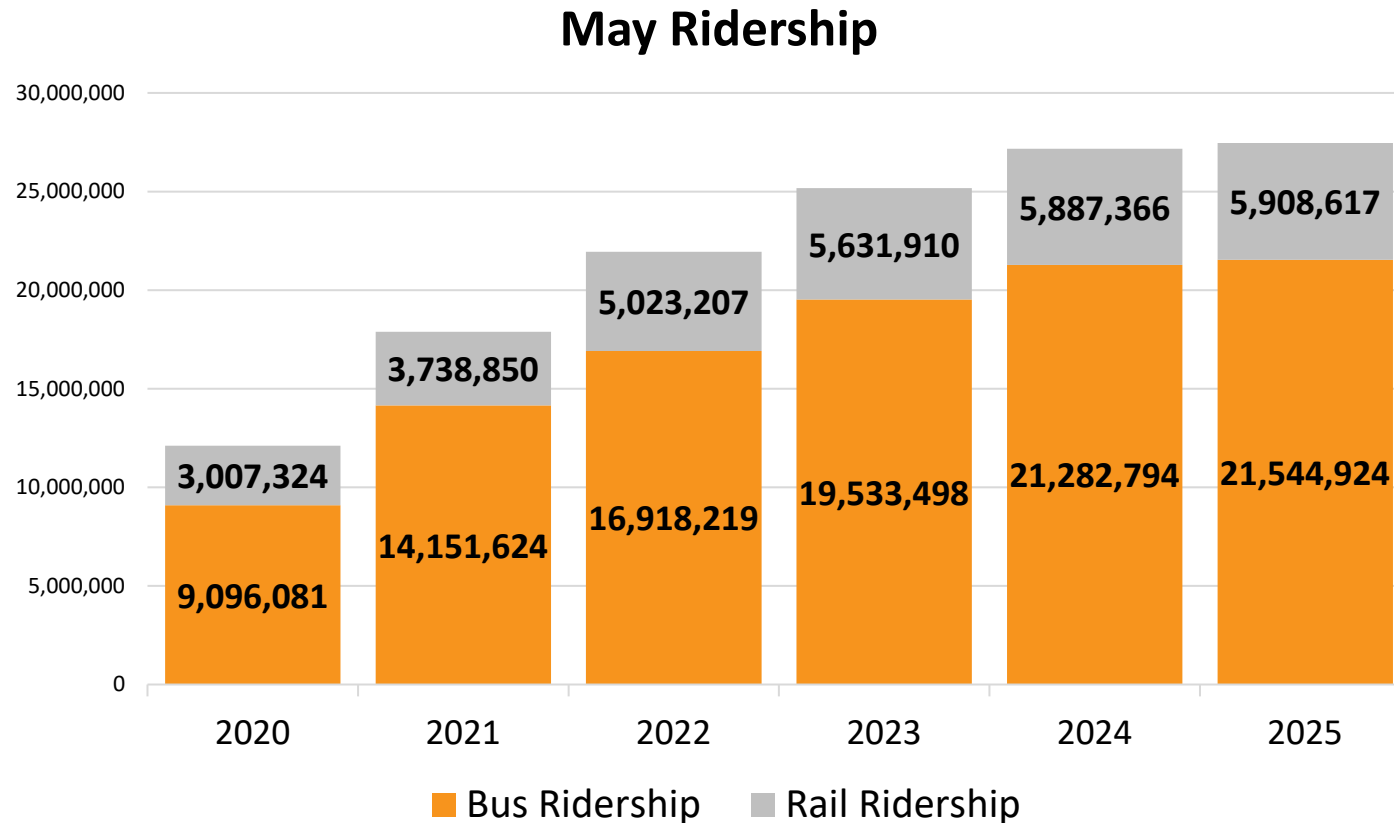


Metro

CHIEF EXECUTIVE OFFICER

June 2025

Ridership Rises for 30th Straight Month while Crime Continues to Fall



- Ridership up slightly year-over-year on both rail and bus
- 30th straight month of year-over-year ridership gains
- Crimes Against Persons per million boardings decreased by 14.6% from March (6.79) to April (5.80)
 - Lowest rate of crimes against persons since April 2019

LAX/Metro Transit Center Grand Opening



M

Metro

CHIEF EXECUTIVE OFFICER

Together, We Do Hard Things

M

M

M

M

June 2025

Metro Celebrates Pride



Metro

CHIEF EXECUTIVE OFFICER

Proud to be One Metro

June 2025

Chair Janice Hahn – Thank You for a Great Year!



Metro

CHIEF EXECUTIVE OFFICER

Proud to be One Metro

June 2025



Board Report

File #: 2025-0545, **File Type:** Oral Report / Presentation

Agenda Number: 43.

REGULAR BOARD MEETING JUNE 26, 2025

**SUBJECT: DEMONSTRATION RESPONSE PROCEDURES AND LEGAL PROTOCOLS FOR
IMMIGRATION CUSTOMS ENFORCEMENT AGENTS**

ACTION: RECEIVE ORAL REPORT

RECOMMENDATION

RECEIVE oral report on demonstration response procedures and legal protocols for Immigration Customs Enforcement Agents.

ISSUE

This report outlines Metro's procedures for managing service disruptions during protests or civil demonstrations, including how decisions are made around temporary bus detours and rail station closures and rider communication, including the period between June 6 - June 25. It will also cover the agency's protocols when interacting with law enforcement entities such as ICE, emphasizing adherence to legal requirements while maintaining a safe transit environment for both frontline employees and riders.

EQUITY PLATFORM

Metro's response protocols during protests and demonstrations are guided by a commitment to safety first, clear communication, and rider access. The agency aims to minimize disproportionate impacts on communities that rely most on transit, particularly those historically underserved. Communication strategies are designed to reach all riders, including those with limited English proficiency or without digital access.

VEHICLE MILES TRAVELED OUTCOME

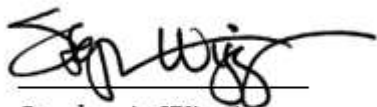
VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit.* Metro's Board-adopted VMT reduction targets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

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This item supports Metro's systemwide strategy to reduce VMT through operational activities that will maintain and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

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

Prepared by: Robert Gummer, Deputy Chief System Security and Law Enforcement, (213) 922-4513
Pam Krebs, Executive Officer, Communications, (213) 922-6931

Reviewed by: Nicole Englund, Chief of Staff, (213) 922-7950



Stephanie Wiggins
Chief Executive Officer

Presentation

https://libraryarchives.metro.net/DB_Attachments/Item%2043%20-%20Presentation.pdf



Board Report

File #: 2025-0135, **File Type:** Resolution

Agenda Number: 45.

REGULAR BOARD MEETING JUNE 26, 2025

**SUBJECT: PUBLIC HEARING ON RESOLUTIONS OF NECESSITY FOR METROLINK
CHATSWORTH STATION IMPROVEMENT PROJECT**

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

ADOPT the proposed Resolutions of Necessity ("Resolutions") authorizing the commencement of eminent domain actions to acquire the Property Interests ("Property Interests") as identified in Attachment A and summarized below:

- 1) 10060 Remmet Avenue, Chatsworth, CA 91311 (APN: 2747-025-030) - a 36-month Non-Exclusive Temporary Access Easement ("TAE" or "EST") - Project Parcel CH-EST-003
- 2) Eastside of Remmet Avenue, Chatsworth, CA 91311 (APN: 2747-025-031); a Partial Fee ("Fee" or "PART") - Project Parcel CH-PART-001, a 36-month Temporary Construction Easement ("TCE") - Project Parcel CH-TCE-001, and a 36-month TAE - Project Parcel CH-EST-001
- 3) Eastside of Remmet Avenue, Chatsworth, CA 91311 (APN: 2747-025-032) - a Partial Fee - Project Parcel CH-PART-002, a 36-month TCE - Project Parcel CH-TCE-002, and a 36-month TAE - Project Parcel CH-EST-006

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

ISSUE

Acquisition of the Property Interests is required for the construction and operation of the Southern California Regional Rail Authority ("SCRRA" or "Metrolink")'s Southern California Optimized Rail Expansion (SCORE) Chatsworth Station Improvement Project ("Project"), specifically to construct and operate a new pedestrian underpass, along with its associated staircase and ramp, at Chatsworth Station. After testimony and evidence has been received from all interested parties at the hearings, Los Angeles County Metropolitan Transportation Authority ("LACMTA"), by a vote of two-thirds of its Board of Directors ("Board"), must make a determination as to whether to adopt the proposed Resolutions of Necessity (Attachments B1-B3) to acquire the Property Interests by eminent

domain. Attached is evidence submitted by staff that supports the adoption of the resolutions which sets forth the required findings.

BACKGROUND

LACMTA is a member of the SCRRA Joint Powers Authority, which operates Metrolink commuter rail service in and through LA County. SCORE is SCRRA's \$10 Billion capital program which invests in track, signal, grade crossing, station, and other capacity and safety improvements to meet the region's future passenger rail needs. When SCORE is implemented, most Metrolink lines will have the capacity to operate 30-minute bi-directional service, a significant increase compared to current service levels. Additional SCORE benefits will include cleaner air and greenhouse gas reductions, more access to jobs, economic development and affordable housing, and seamless connections to other transportation services. Los Angeles County would see reduced traffic congestion and emissions on adjacent freeways, as Metrolink removes the equivalent of one lane of parallel freeway traffic during the peak hour in peak direction in some locations, with similar improvements in other counties served. Fewer vehicles on the road results in fewer traffic collisions, reduced air pollution and emissions, and decreased energy consumption for the residents in Los Angeles County. The envisioned SCORE program is expected to reduce 7.4 million pounds of reactive organic gas emissions, 103.6 million pounds of oxides of nitrogen, 3.6 million pounds of atmospheric particulate matter that have a diameter less than 2.5 micrometers, and 4.0 million pounds of diesel particulate matter (black soot) between 2023 and 2078, and well beyond.

The proposed Chatworth Station and Signal Improvements Project will improve passenger safety and enable more frequent and reliable services. The project will remove an existing at-grade crossing, construct a new pedestrian underpass, improve train operations and reduce commute times by decreasing station hold times, reducing idling and emissions, and extending the existing platforms to a standard length of 680 feet. The project benefits are as follows:

- **Pedestrian Safety:** The Project will eliminate an at-grade crossing and improve pedestrian access.
- **Reliability:** This project will enable more frequent service.
- **Air quality:** Less idling will reduce emissions.

In September 2019, the Board approved Motion # 5.1 by Directors Garcetti, Barger, Kerkorian, Najarian, Solis, and Hahn to "adopt as policy SUPPORT for the build-out of Metrolink's SCORE master plan to improve regional mobility, increase transit ridership, and reduce greenhouse gas emissions." (Attachment C) Additionally, on December 1, 2022, the Board approved proceeding with property acquisition and related activities and to enter into funding agreements for four SCORE projects. In February 2023 LACMTA and Metrolink entered into a Funding Agreement specific to the Chatsworth Project.

DISCUSSION

As required by California Government Code Section 7267.2., on July 24, 2024, LACMTA and Metrolink, acting jointly as METRO, presented a written offer of Just Compensation to the Owners of Record ("Owner") to purchase the Property Interests. The Owner has not accepted the offer and the

parties have not, at this time, reached a negotiated settlement for the acquisition of the Property Interests. Because the Property Interests are necessary for construction and operation of the Project, staff recommend the acquisition of the Property Interests through eminent domain in order to maintain the Project's schedule.

In accordance with provisions of the California Eminent Domain Law and Sections 30503, 30600, 130051.13, 130220.5 and 132610 of the California Public Utilities Code, (which authorizes the public acquisition of private property by eminent domain), LACMTA has prepared and mailed notice of this hearing to the Owner informing them of their right to appear at this hearing and be heard on the following issues: (1) whether the public interest and necessity require the Project; (2) whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) whether the Property Interests are necessary for the Project; (4) whether either the offer required by Section 7267.2 of the Government Code has been made to the owner(s) of the Property Interests, or the offer has not been made because the owner(s) cannot be located with reasonable diligence; (5) whether any environmental review of the Project, as may be necessary, pursuant to the California Environmental Quality Act (CEQA), has occurred and (6) whether LACMTA has given the notice(s) and followed the procedures that are a prerequisite to the exercise of the power of eminent domain. In order to adopt the Resolutions, LACMTA must, based on the evidence before it, and by a vote of two-thirds of its Board, find and determine that the conditions stated in items 1 - 6 above exist.

Attached is the Staff Report prepared by staff and legal counsel setting forth the required findings for acquiring the Property Interests through the use of eminent domain (Attachment A).

The Property Interests impact vacant land. There are no displacements of residents or local businesses as a result of the acquisition of the Property Interests.

DETERMINATION OF SAFETY IMPACT

The Board's action will not have an impact on LACMTA's safety standards.

FINANCIAL IMPACT

The funds required to support the acquisition, relocation activities, and the recommended right of way action for the properties referenced in this report are included in the adopted Project's Preconstruction budget under Cost Center 2415 Project number 405534, SCORE Chatsworth Station Improvement Project. Per the funding agreement, SCRRA will reimburse LACMTA for all property acquisition and legal costs.

Impact to Budget

Sources of funds for the recommended action are a State Grant through the 2018 Transit and Intercity Rail Capital Program. This fund source is not eligible for bus or rail operations.

EQUITY PLATFORM

The Property Interests are required for the completion of the Project. The project will provide greater

operational safety, decrease travel time, improve air quality, and access to the corridor, especially for workers and residents of Equity Focus Communities who commute to work along the corridor.

There are no displacements of residents or local businesses resulting from the acquisition of the Property Interests. An offer for the Property Interests was delivered to the Property Owners by letter dated July 24, 2024, based on appraisals of fair market value. Fair market value is defined as “the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.” LACMTA staff has been negotiating with the Owner, but an agreement has not yet been reached. Approving this action will allow staff to continue negotiations while maintaining the project schedule.

VEHICLE MILES TRAVELED OUTCOME

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

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This item supports Metro’s systemwide strategy to reduce VMT through operational activities that will improve and further encourage transit ridership, ridesharing, and active transportation. Metro’s Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Project is consistent with the following Metro Vision 2028 Strategic Plan Goals:

Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. Goal 2: Deliver outstanding trip experiences for all users of the transportation system.

Goal 3: Enhance communities and lives through mobility and access to opportunity.

Goal 4: Transform LA County through regional collaboration and national leadership.

ALTERNATIVES CONSIDERED

The Board may choose not to approve the recommendation. This is not recommended as it would result in significant delays and cost increases for the Project.

NEXT STEPS

If this action is approved by the Board, LACMTA's condemnation counsel will be instructed to take all steps necessary to commence legal proceedings in a court of competent jurisdiction to acquire the Property Interests by eminent domain and to conclude those proceedings either by settlement or jury trial. Counsel will also be directed to seek and obtain Orders of Prejudgment Possession in accordance with the provisions of the Eminent Domain Law. Staff will continue to negotiate with the property owner with the goal of reaching a voluntary settlement while concurrently pursuing the eminent domain process to preserve the project schedule.

ATTACHMENTS

Attachment A - Staff Report

Attachment B-1 - Resolution of Necessity APN 2747-025-030

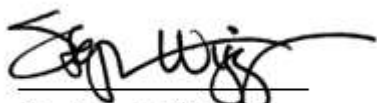
Attachment B-2 - Resolution of Necessity APN 2747-025-031

Attachment B-3 - Resolution of Necessity APN 2747-025-032

Attachment C - Motion # 5.1

Prepared by: Craig Justesen, Executive Officer, Real Estate, (213) 922-7051
Holly Rockwell, Senior Executive Officer, Countywide Planning & Development,
(213) 547-4325
Nicole Ferrara, Deputy Chief Planning Officer, (213) 547-4322

Reviewed by: Ray Sosa, Chief Planning Officer, (213) 922-2920



Stephanie Wiggins
Chief Executive Officer

**STAFF REPORT REGARDING THE NECESSITY FOR THE ACQUISITION OF THE
PROPERTY INTERESTS REQUIRED FOR METROLINK'S SOUTHERN CALIFORNIA
OPTIMIZED RAIL EXPANSION (SCORE) PROGRAM, CHATSWORTH STATION
IMPROVEMENTS PROJECT ("PROJECT") PROJECT PARCELS: CH-PART-001, CH-
TCE-001, CH-EST-001, CH-PART-002, CH-TCE-002, CH-EST-006, and CH: EST-003**

BACKGROUND

The Los Angeles County Metropolitan Transportation Authority ("LACMTA") is partnering with the Southern California Regional Rail Authority ("SCRRA" or "Metrolink"), hereafter jointly referred to as METRO, to construct the Project to support Metrolink's SCORE (Southern California Optimized Rail Expansion) Program. The property interests sought to be acquired are required by METRO for the construction and operation of the Project. The parcel addresses, record property owners, purpose of the acquisitions, and nature of the property interests sought to be acquired for the Project are summarized as follows:

Assessor's Parcel Number	Project Parcel Number	Parcel Address	Property Owner	Purpose of Acquisition	Property Interests Sought
2747-025-30	CH-ST-003	10060 Remmet Avenue, Chatsworth, CA 91311	Lainer Brothers, a General Partnership	Construct a new pedestrian underpass, and its associated staircase and ramp	36-month Temporary Access Easement, 3,334.50 sq ft
2747-025-031	CH-PART-001 CH-EST-001 CH-TCE-001	East Side of Remmet Avenue, Chatsworth, CA 91311	Lainer Brothers, a General Partnership	Construct and operate the new pedestrian underpass, and its associated staircase and ramp	Partial Fee, 7,262 sq ft 36-month Temporary Access Easement, 10,027.50 sq ft 36-month Temporary Construction Easement, 37,152 sq ft
2747-025-032	CH-PART-002 CH-TCE-002 CH-TCE-006	East Side of Remmet Avenue, Chatsworth, CA 91311	Chatsworth Depot LLC, a California limited liability company (Lainer Brothers d.b.a. Chatsworth Depot, LLC)	Construct and operate the new pedestrian underpass, and its associated staircase and ramp	Partial Fee of 1,976.80 sq ft 36-month Temporary Access Easement, 5,196.50 sq ft 36-month Temporary Construction Easement, 1,196 sq ft

Project documents that are not privileged are maintained in agency files and are available to the public. They can be accessed by the Board in preparation for the Resolutions through the following electronic link: <https://bit.ly/LACMTA2025-0135>

Property Requirements:

Purpose of Acquisitions: Construction and operation of the SCORE Chatsworth Station Improvement Project, specifically to construct and operate the new pedestrian underpass, and its associated staircase and ramp, at Chatsworth Station.

Property Interests Sought:

Project Parcel CH-EST-003, 36-month Temporary Access Easement, 3,334.50 SqFt., Located at 10060 Remmet Avenue, Chatsworth, CA 91311, owned by Lainer Brothers, a General Partnership (affects APN 2747-025-030)

Project Parcel CH-PART-001, Partial Fee of 7,262 SqFt., Located at East Side of Remmet Avenue, Chatsworth, CA 91311, Owned by Lainer Brothers, a General Partnership (affects APN 2747-025-031)

Project Parcel CH-EST-001, 36-month Temporary Access Easement, 10,027.50 Sq.Ft., located at East Side of Remmet Avenue, Chatsworth, CA 91311, Owned by Lainer Brothers, a General Partnership (affects APN 2747-025-031)

Project Parcel CH-TCE-001, 36-month Temporary Construction Easement, 37,152.00 Sq.Ft., located at the east side of Remmet Avenue, Chatsworth, CA 91311, Owned by Lainer Brothers, a General Partnership (affects APN 2747-025-031)

Project Parcel CH-PART-002, Partial Fee of 1,976.80 SqFt., Located at the east side of Remmet Avenue, Chatsworth, CA 91311, Owned by Chatsworth Depot LLC, a California limited liability company (Lainer Brothers d.b.a. Chatsworth Depot, LLC) (affects APN 2747-025-032)

Project Parcel CH-TCE-002, 36-month Temporary Access Easement; 5,196.50 Sq.Ft., Located at the east side of Remmet Avenue, Chatsworth, CA 91311, Owned by Chatsworth Depot LLC, a California limited liability company (Lainer Brothers d.b.a. Chatsworth Depot, LLC) (affects APN 2747-025-032)

Page 2 of 20

Project Parcel CH-TCE-006, 36-month Temporary Construction Easement; 1,196.00 Sq.Ft., Located at the east side of Remmet Avenue, Chatsworth, CA 91311, Owned by Lainer Brothers, a General Partnership (affects APN 2747-025-032)

Written offers of Just Compensation to purchase the above Property Interests were presented to the Owners of record on July 24, 2024, as required by California Government Code Section 7267.2.

A. The public interest and necessity require the Project.

The Project is a vital public transit infrastructure investment that will provide commuters with significantly more options when navigating Los Angeles County.

The Project will construct a new pedestrian underpass, along with its associated staircase and ramp, at Chatsworth Station, which when completed will provide passengers with a grade-separated crossing between the platforms and the existing station facilities, including the connection to the Metro Orange Line. The Project also enables more reliable and enhanced train operations as a result of pedestrians not traveling across the railroad tracks.

Based on an evaluation of socioeconomic, congestion growth trends, travel conditions, and feedback from the project stakeholder meetings, it is demonstrated that in light of these conditions, the Project supports the public interest and necessity through its ability to:

- Improve mobility;
- Enhance transit accessibility/connectivity to local and regional destinations;
- Provide more reliable transit service;
- Provide additional transit options in an area with a large transit dependent population and high number of transit riders; and
- Encourage modal shift to transit, thereby improving air quality.

It is recommended that, based on the above evidence, the Board find and determine that the public interest and necessity require the Project.

B. The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.

Metro applied the objectives below in evaluating potential alternatives for the Project:

1. Avoid demolitions of any existing structures or developed land;
2. Avoid significant impacts to existing business operations;
3. Utilize land that is currently vacant or unimproved to the greatest extent possible.

Alternatives considered for the Project included positioning the pedestrian underpass, and its associated staircase and ramp, at locations further south of the proposed location. However, at all other locations considered there are either existing structures, developed land or existing business operations. Therefore, the proposed location was deemed to have best met the objectives outlined above.

The Project will cause private injury, however, no other alternative locations for the Project provide greater public good with less private injury. Therefore, the Project is planned or

located in the manner that will be most compatible with the greatest public good and the least private injury.

It is recommended that, based upon the foregoing, the Board find and determine that the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

C. The Property Interests are necessary for the Project.

The Property Interests are specifically needed for the construction and operation of the Project's new pedestrian underpass, and its associated staircase and ramp, at Chatsworth Station.

Parcels CH-PART-001 and CH-PART-002 are partial fee interest acquisitions that are required at the location of the Project's pedestrian underpass, and staircase and ramp infrastructure.

Parcels CH-TCE-001, CH-EST-001, CH-TCE-002, CH-EST-006, and CH-EST-003 are all temporary 36-month acquisitions required for the access to and construction at the Project's construction site.

Property acquisitions within APN 2747-025-030 and 2747-025-031, containing Project Parcels CH-EST-003, CH-PART-001, CH-TCE-001, and CH-EST-001, are located on Remmet Avenue (private), and are largely unimproved land. A portion of the lot is asphalt paved, with curb, gutter, sidewalk, and some landscaped planter areas that will not be impacted by the Project.

Property acquisitions within APN 2747-025-032, containing Project Parcels CH-PART-002, CH-TCE-002, and CH-EST-006, are also located on Remmet Avenue and also largely unimproved land.

The planned pedestrian underpass, staircase and ramp are designed to be located on Project parcels CH-PART-001, CH-PART-002. The Project parcels CH-TCE-001, CH-EST-001, CH-EST-003, CH-EST-006 and CH-TCE-002 are necessary to facilitate and stage the construction activities.

Therefore, the Property Interests are necessary for the construction and operation of the Project. Staff recommends that the Board find that the acquisition of the Property Interests is necessary for the Project.

D. Offers were made in compliance with Government Code Section 7267.2.

California Code of Civil Procedure Section 1245.230 requires that a Resolution of Necessity contain a declaration that the governing body has found and determined that either the offer required by Section 7267.2 of the California Government Code has been made to the owner of the interest being acquired, or the offer has not been made because

the owner cannot be located with reasonable diligence.

California Government Code Section 7267.2 requires that an offer to purchase be made to the owner(s) in an amount which the agency believes to be just compensation. The amount must not be less than the agency's approved appraisal of the fair market value of the Property Interests being acquired. In addition, the agency is required to provide the Owner with a written description of and summary of the basis for, the amount it established as just compensation.

Staff has taken the following actions as required by California law for the acquisition of the Property Interests:

1. Obtained independent appraisals to determine the fair market value of the Property Interests, including consideration of the existing use of the parcel, the highest and best use of the parcel, and, if applicable, impact to the remainder;
2. Reviewed and approved the appraisals, and established the amount it believes to be just compensation for the acquisition of the Property Interests;
3. Determined the owner of the Property Interests by examining the county assessor's record and a preliminary title report, and determined the tenant of the parcel;
4. Made written offers to the Owner(s) for the full amount of just compensation for the acquisition of the Property Interests, which was not less than the approved appraised value of the Property Interests;
5. Provided the Owner(s) with a written statement of, and summary of the basis for, the amount established as just compensation with respect to the foregoing offer; and
6. Provided an informational pamphlet concerning eminent domain in California to the Owner(s) as required by the Eminent Domain Law.

It is recommended that based on the above Evidence, the Board find and determine that the offer required by Section 7267.2 of the California Government Code has been made to each of the Owners and tenants.

E. LACMTA has fulfilled the necessary statutory prerequisites.

LACMTA is authorized to acquire property by eminent domain for the purposes contemplated by the Project under Public Utilities Code §§ 30503, 30600, 130051.13, and 130220.5; Code of Civil Procedure §§ 1230.010-1273.050; and Article I, § 19 of the California Constitution.

F. LACMTA has complied with the California Environmental Quality Act.

The environmental impacts of the Project were evaluated in 2020. The Project was deemed to satisfy the requirements of a CEQA Statutory Exemption. The CEQA Notice of Exemption (Statutory Exemption) was filed in October 2020.

CONCLUSION

Staff recommends that the Board approve the Resolutions of Necessity.

ATTACHMENTS

- Exhibit A-1: Parcel CH-EST-003 TAE Legal Description
- Exhibit B-1: Parcel CH-EST-003 TAE Plat Map
- Exhibit A-2: Parcel CH-Part-001 Part Fee Legal Description
- Exhibit B-2: Parcel CH-Part-001 Part Fee Plat
- Exhibit A-3: Parcel CH-EST-001 TAE Legal Description
- Exhibit B-3: Parcel CH-EST-001 TAE Plat Map
- Exhibit A-4: Parcel CH-TCE-001 TCE Legal Description
- Exhibit B-4: Parcel CH-TCE-001 TCE Plat Map
- Exhibit A-5: Parcel CH-Part-002 Part Fee Legal Description
- Exhibit B-5: Parcel CH-Part-002 Part Fee Plat Map
- Exhibit A-6: Parcel CH-TCE-002 TCE Legal Description
- Exhibit B-6: Parcel CH-TCE-002 TCE Plat Map
- Exhibit A-7: Parcel CH-EST-006 TAE Legal Description
- Exhibit B-7: Parcel CH-EST-006 TAE Plat Map

EXHIBIT "A-1"

LEGAL DESCRIPTION

NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT

Project Parcel **CH-EST-003**; 3,334.50 SqFt; 36 months;

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 14, and lying all within that portion of Remmet Avenue (a 52.00 feet wide private street) as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Beginning at the intersection of the north line of said Lot 14 with the east line of said Remmet Avenue, thence along said east line of said Remmet Avenue, South 00° 05' 08" West, 64.12 feet to a point on the south line of said Lot 14;

Thence along the south line of said Lot 14, North 89° 54' 52" West, 52.00 feet to a point on the west line of said portion of Remmet Avenue;

Thence along the west line of said Remmet Avenue, North 00° 05' 08 East, 64.12 feet to a point on the north line of said Lot 14;

Thence along the north line of said Lot 14, South 89° 55' 08" East, 52.00 feet to the **Point of Beginning**.

Containing 3334.5 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

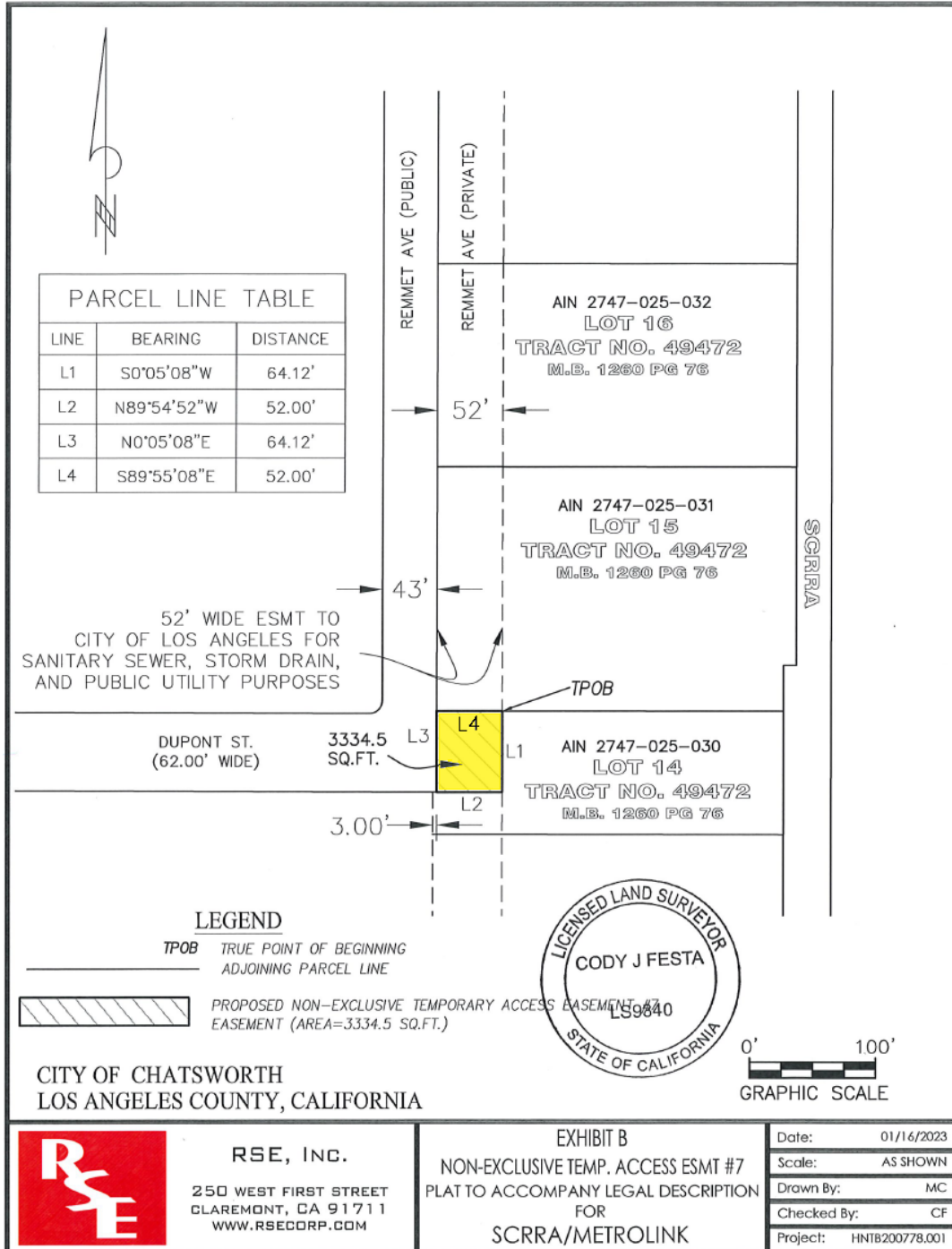
Affects 2747-025-030

EXHIBIT "B-1"

PLAT MAP

NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT

Project Parcel **CH: EST-003, 36 months; 3,334.50 SqFt**



Affects 2747-025-030:

EXHIBIT "A-2"

LEGAL DESCRIPTION

PARTIAL FEE

Project Parcel CH-PART-001; 7,262.90 Sq.Ft.

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 15 as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Commencing at the northeasterly corner of Lot 16 as shown on said Tract Map, thence along the east line of said Lot 16, South 00° 05' 13" West, 160.17 feet to the northeasterly corner of said Lot 15, also being the **True Point of Beginning**;

Thence along the east line of said Lot 15, South 00° 05' 13" West, 156.65 feet;

Thence continuing along said east line, North 89° 54' 47 West, 10.00 feet;

Thence South 00° 05' 13" West, 36.19 feet to the southeasterly corner of said Lot 15;

Thence along the south line of said Lot 15, North 89° 55' 08" West, 29.54 feet;

Thence leaving the south line of said Lot 15, North 00° 05' 13" East, 192.84 feet to a point on the north line of said Lot 15;

Thence along the north line of said Lot 15, South 89° 55' 08" East, 39.54 feet to the **True Point of Beginning**.

Containing 7262.9 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

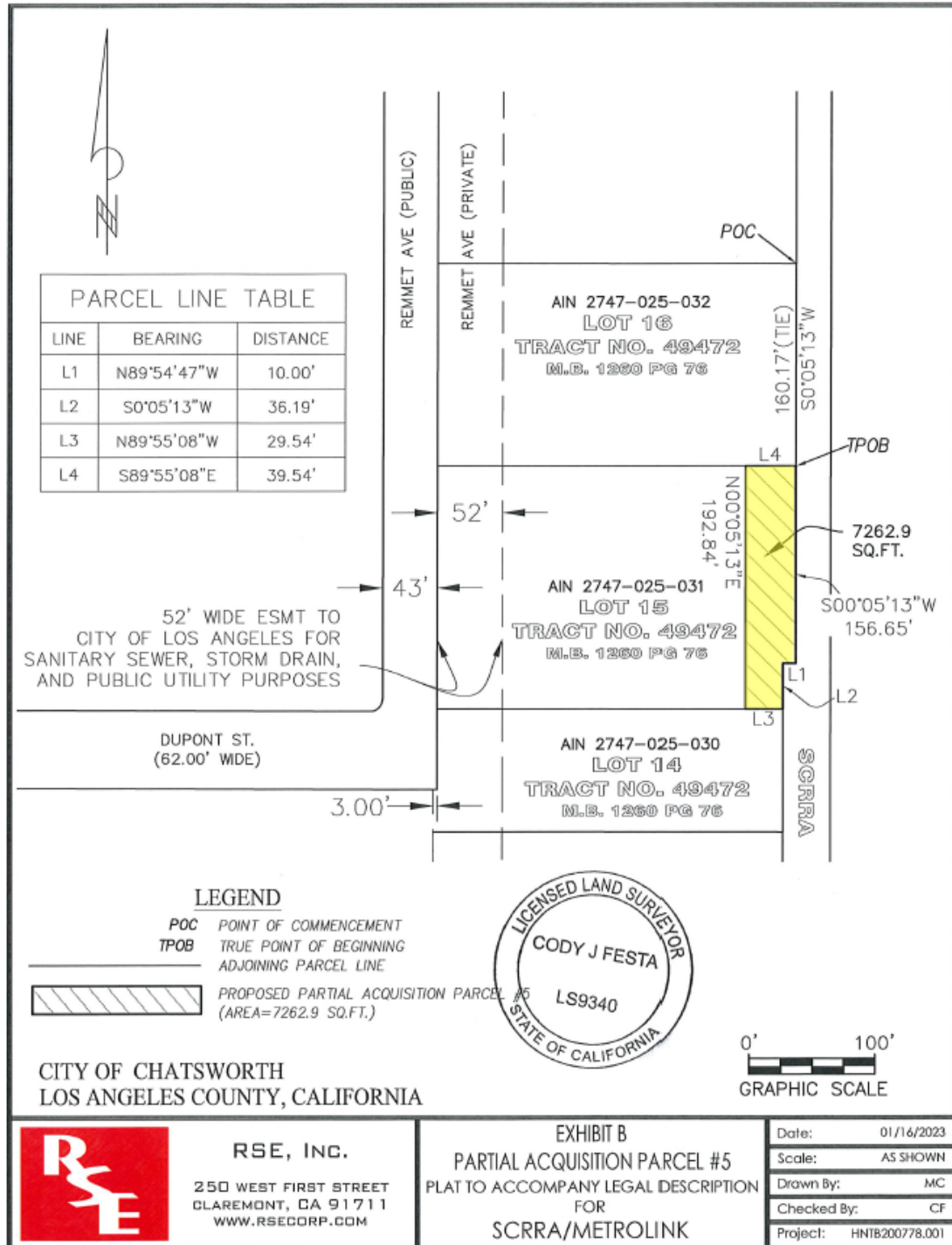
Affects 2747-025-031

EXHIBIT "B-2"

PLAT MAP

PARTIAL FEE

Project Parcel CH-PART-001; 7,262.90 Sq.Ft.



Affects APN 2747-025-031

EXHIBIT "A-3"

LEGAL DESCRIPTION

NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT

Project Parcel CH-EST-001; 36 months; 10,027.50 Sq.Ft.

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 15, and lying all within that portion of Remmet Avenue (a 52.00 feet wide private street) as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Beginning at the intersection of the north line of said Lot 15 with the east line of said Remmet Avenue, thence along the east line of said Remmet Avenue, South 00° 05' 08" West 192.84 feet to a point on the south line of said Lot 15;

Thence along the south line of said Lot 15, North 89° 55' 08" West, 52.00 feet to a point on the west line of said portion of Remmet Avenue being a 52.00-foot wide private street;

Thence along the west line of said Remmet Avenue, North 00° 05' 08 East, 192.84 feet to the northwest corner of said Lot 15;

Thence along the north line of said Lot 15, South 89° 55' 08" East, 52.00 feet to the **Point of Beginning**.

Containing 10,027.5 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

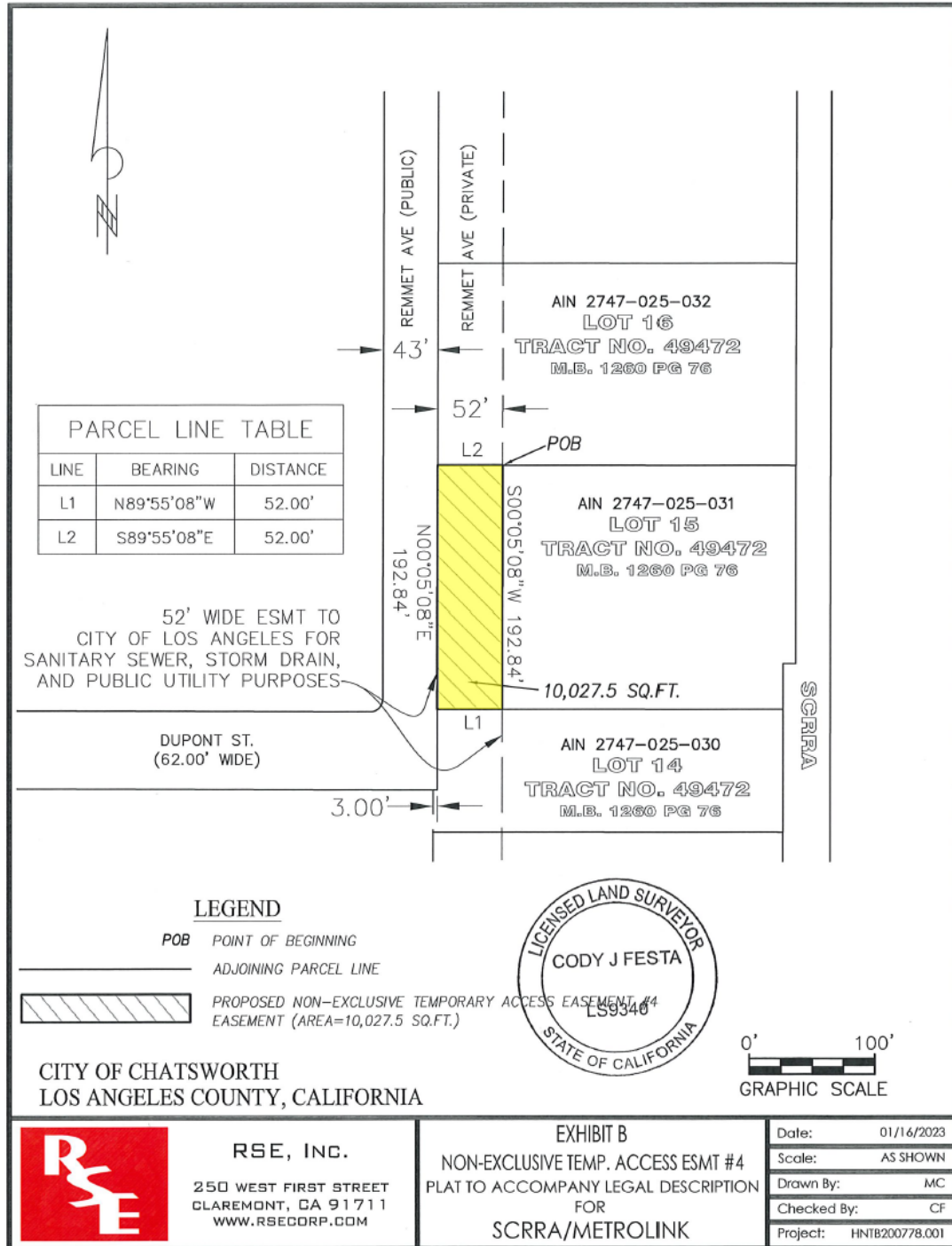
Affects 2747-025-031

EXHIBIT "B-3"

PLAT MAP

NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT

Project Parcel CH-EST-001, 36 months; 10,027.50 Sq.Ft.



Affects 2747-025-031

EXHIBIT "A-4"

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

Project Parcel CH-TCE-001, 36 months; 37,152.00 Sq.Ft.

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 15 as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Commencing at the northeasterly corner of Lot 16 as shown on said Tract Map, thence along the east line of said Lot 16, South 00° 05' 13" West, 160.17 feet to the northeasterly corner of said Lot 15;

Thence along the north line of said Lot 15, North 89° 55' 08" W, 39.54 feet to **True Point of Beginning**;

Thence leaving said north line, South 00° 05' 13" West, 192.84 feet to a point on the south line of said Lot 15;

Thence along the south line of said Lot 15, North 89° 55' 08" West, 192.66 feet to a point on the east line of Remmet Avenue (a private 52.00 feet wide street) as shown on said Tract Map;

Thence leaving the south line of said Lot 15 and along said east line of said Remmet Avenue, North 00° 05' 08" East, 192.84 feet to a point on the north line of said Lot 15;

Thence along said south line of said Lot 15, South 89° 55' 08" East, 192.66 feet to the **True Point of Beginning**.

Containing 37,152.0 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

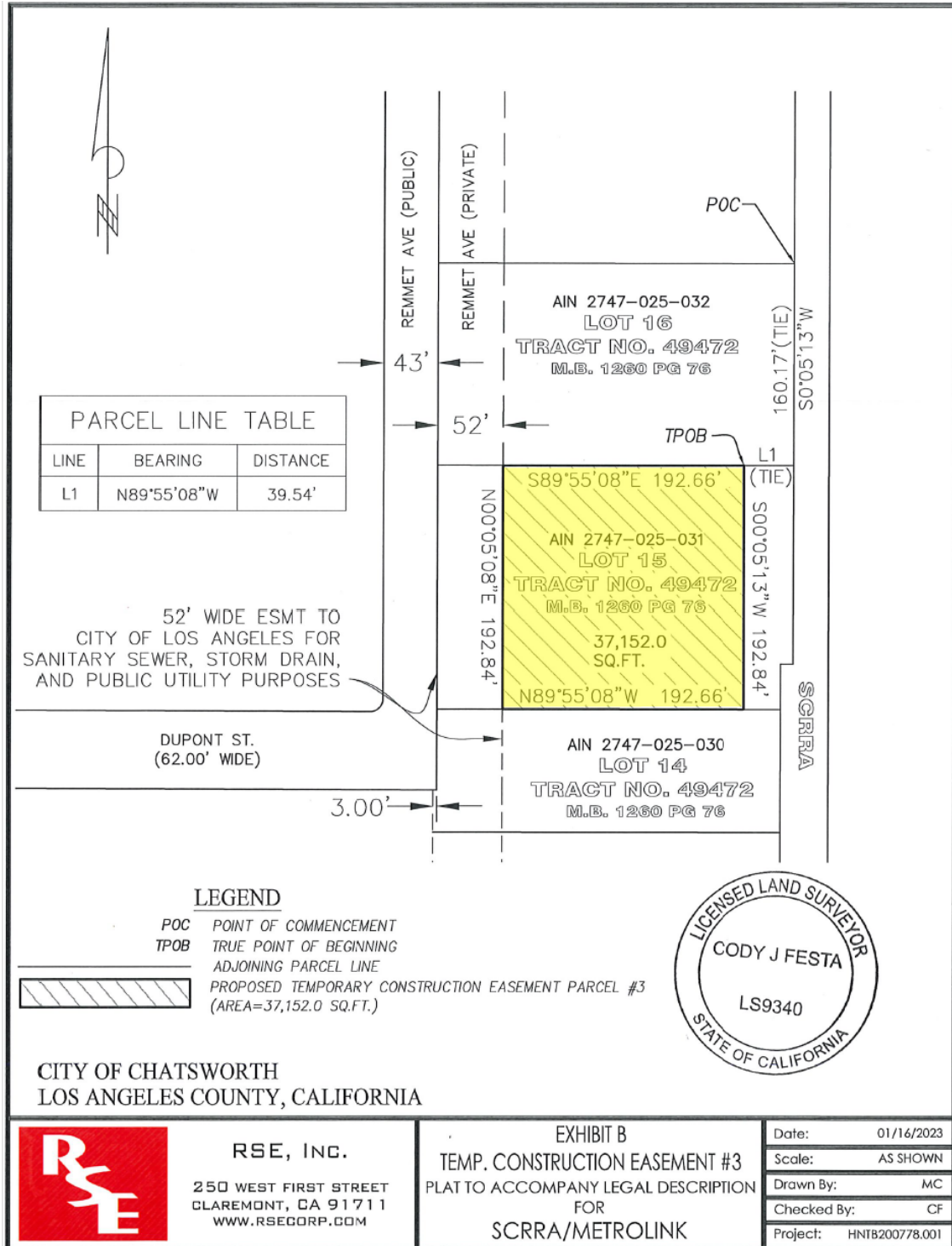
Affects 2747-025-031

EXHIBIT "B-4"

PLAT MAP

TEMPORARY CONSTRUCTION EASEMENT

Project Parcel CH-TCE-001; 36 months; 37,152.00 Sq.Ft.



Affects 2747-025-031

EXHIBIT "A-5"

LEGAL DESCRIPTION

PARTIAL FEE

Project Parcel CH-PART-002; 1,976.80 Sq.Ft.

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 16 as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Commencing at the northeasterly corner of said Lot 16 as shown on said Tract Map, thence along the east line of said Lot 16, South 00° 05' 13" West, 110.17 feet to the **True Point of Beginning**;

Thence continuing along said east line, South 00° 05' 13" West, 50.00 feet to the southeast corner of said Lot 16;

Thence along said south line of said Lot 16, North 89° 55' 08" West, 39.54 feet;

Thence leaving said south line of said Lot 16, North 00° 05' 13" East, 50.00 feet to a point on a line being parallel, at right angles, 50 feet north of said south line;

Thence along said parallel line, South 89° 55' 08" East, 39.54 feet to the **True Point of Beginning**.

Containing 1976.8 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

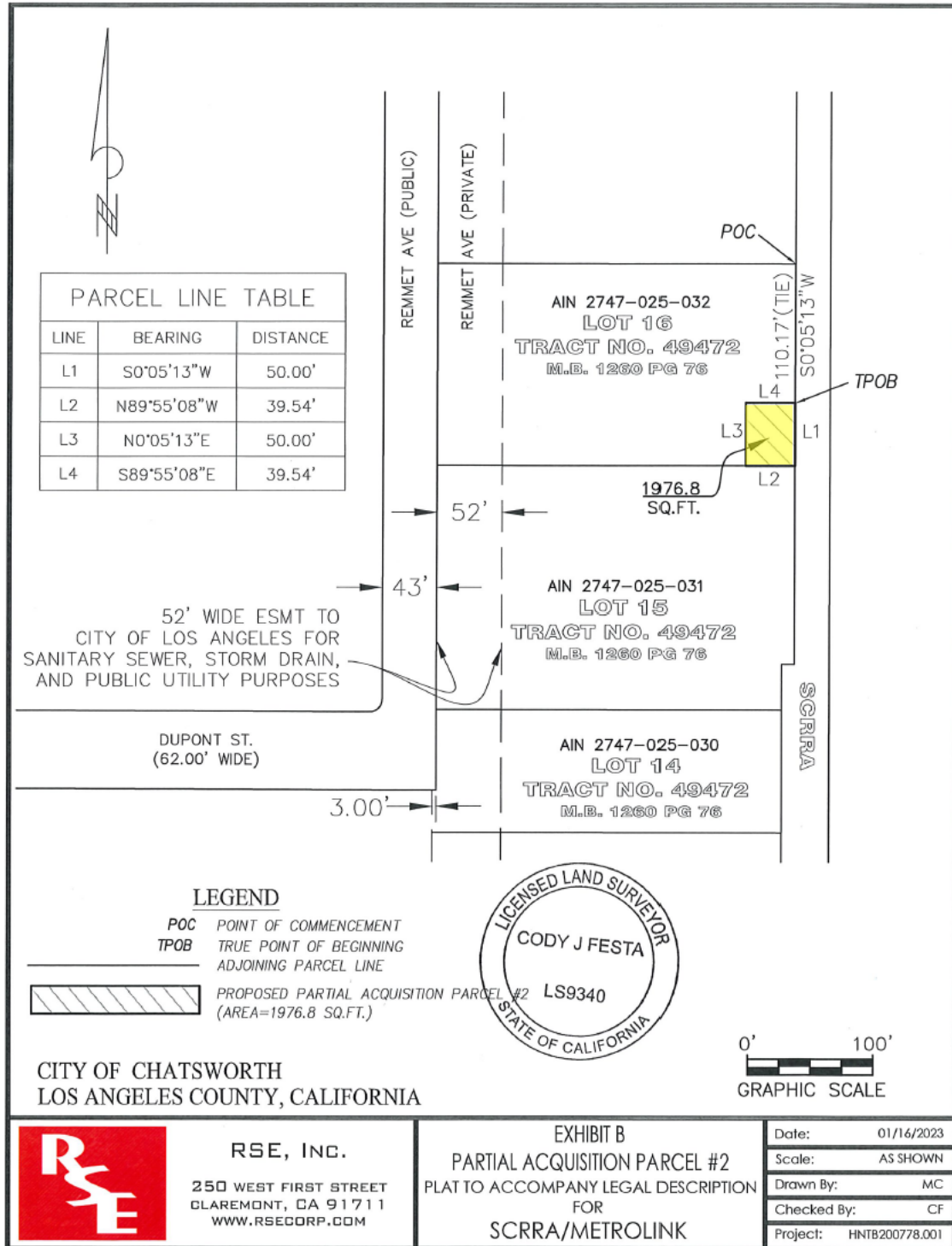
Affects **2747-025-032**

EXHIBIT "B-5"

PLAT MAP

PARTIAL FEE

Project Parcel **CH-PART-002**; 1,976.80 Sq.Ft.



Affects 2747-025-032

EXHIBIT "A-6"

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

Project Parcel **CH-TCE-002, 36 months**; 5,196.50 Sq.Ft.

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 16 as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Commencing at the northeasterly corner of said Lot 16 as shown on said Tract Map, thence along the east line of said Lot 16, South 00° 05' 13" West, 100.17 feet to the **True Point of Beginning**;

Thence continuing along said east line, South 00° 05' 13" West, 10.00 feet;

Thence leaving said east line of Lot 16, North 89° 55' 08" West, 39.54 feet;

Thence South 00° 05' 13" West, 50.00 feet to a point on the south line of said Lot 16;

Thence along said south line of Lot 16, North 89° 55' 08" West, 192.66 feet to a point on the east line of that portion of Remmet Avenue (52.00 feet wide) shown as a private street shown on said Tract Map;

Thence leaving said south line of Lot 16 and along said east line of Remmet Avenue, North 00° 05' 08" East, 23.00 feet to a point on a line being parallel, at right angles, 23.00 feet north of said south line of Lot 16;

Thence along said parallel line, South 89° 55' 08" East, 182.66 feet;

Thence North 00° 05' 13" East, 37.00 feet;

Thence South 89° 55' 08" East 49.54 feet to the **True Point of Beginning**.

Containing 5196.5 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

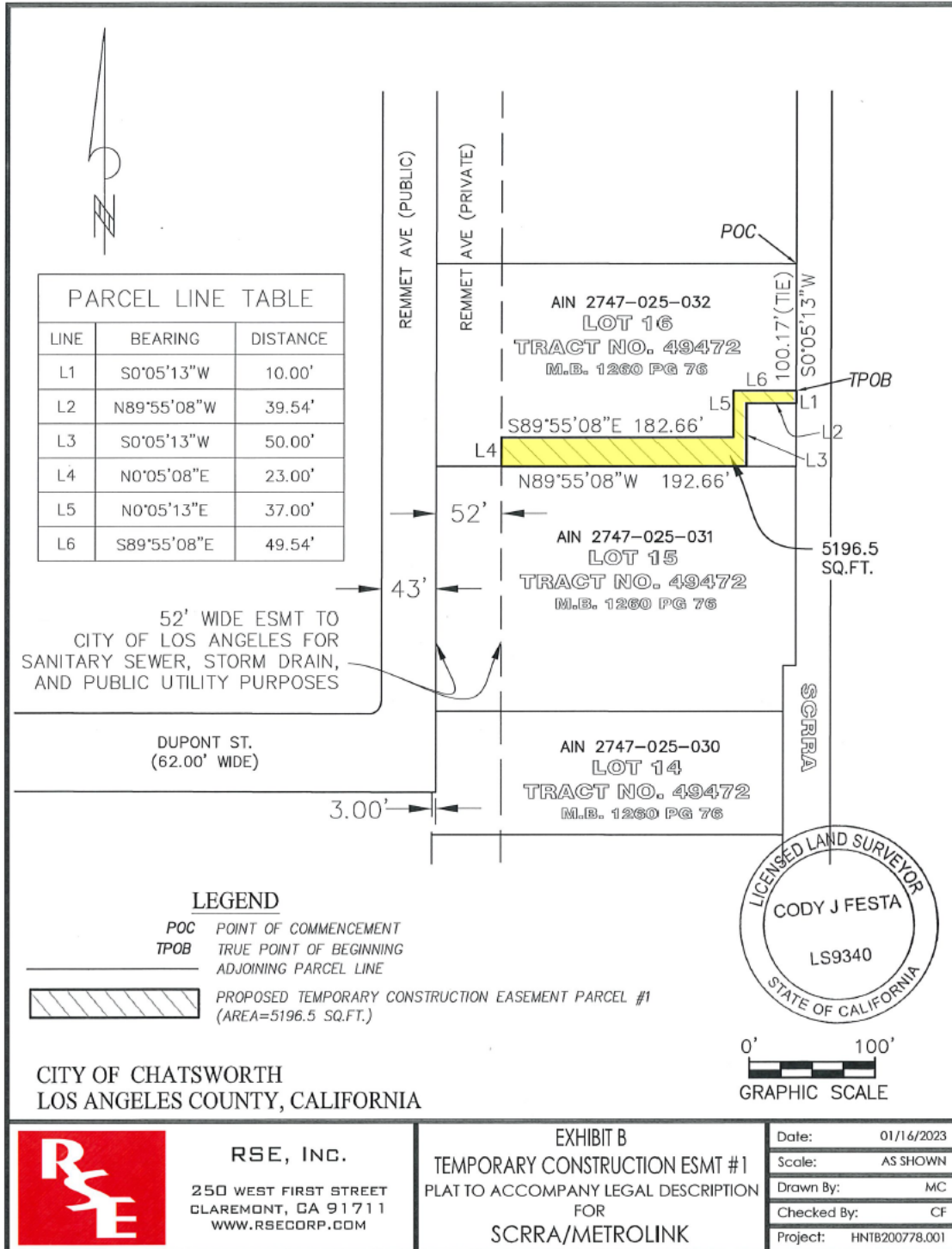
Affects **2747-025-032**

EXHIBIT "B-6"

PLAT MAP

TEMPORARY CONSTRUCTION EASEMENT

Project Parcel **CH-TCE-002, 36 months; 5,196.50 Sq.Ft.**



Affects 2747-025-032

EXHIBIT "A-7"

LEGAL DESCRIPTION

NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT

Project Parcel CH-EST-006; 36 months; 1,196.00 Sq.Ft.

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 16, and lying all within that portion of Remmet Avenue (a 52.00 feet wide private street) as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Beginning at the intersection of the south line of said Lot 16 with the east line of said Remmet Avenue, thence along the south line of said Lot 16, North 89° 55' 08" West 52.00 feet;

Thence leaving the south line of said Lot 15, North 00° 05' 08" East, 23.00 feet;

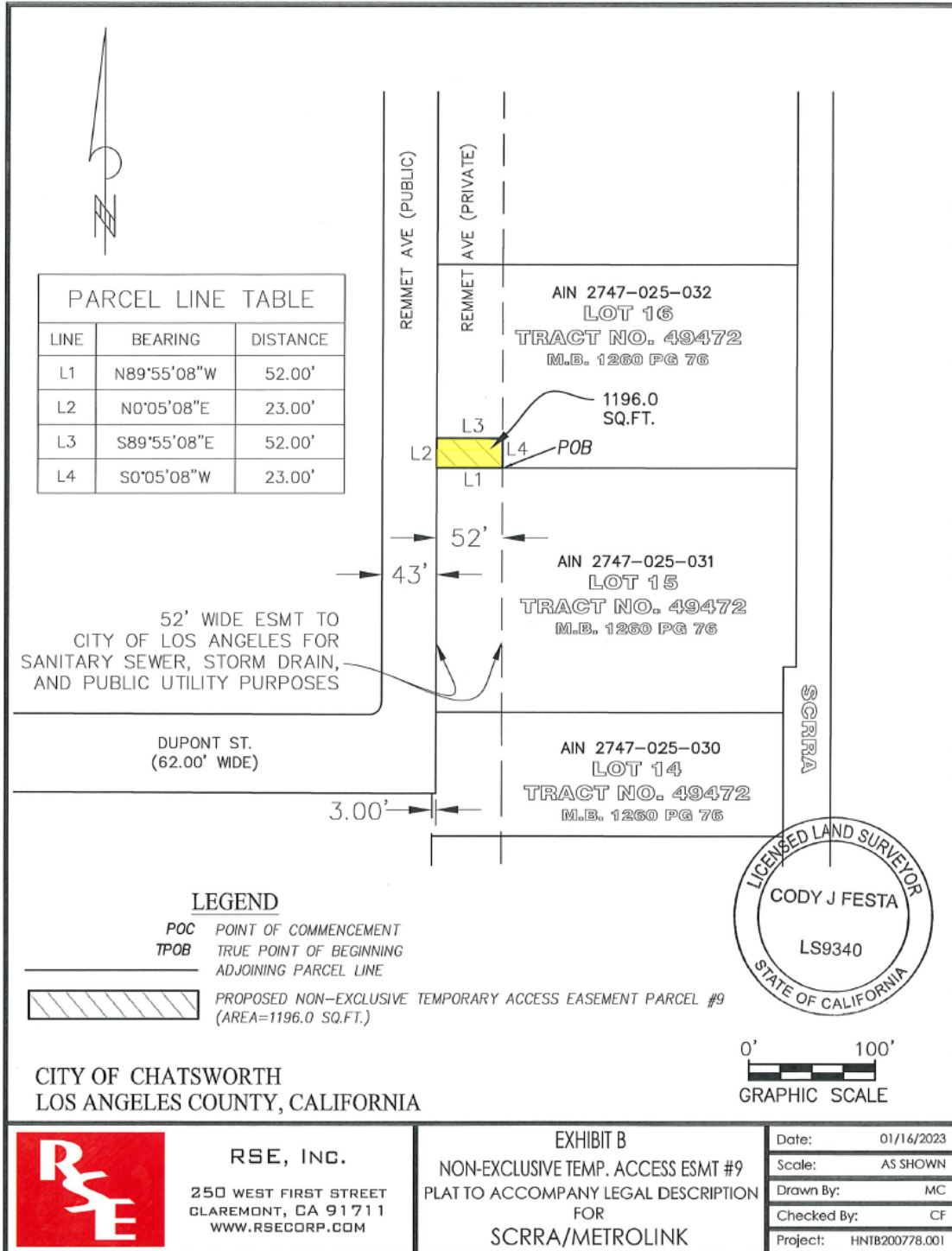
Thence South 89° 55' 08" East, 52.00 feet to a point on the east line of said Remment Avenue;

Thence along the east line of said Remment Avenue, South 00° 05' 08" West 23.00 feet to the **Point of Beginning**;

Containing 1196.0 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Affects 2747-025-032

Project Parcel CH-EST-006; 36 months; 1,196.00 Sq.Ft.



**RESOLUTION OF THE
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES
AND AUTHORIZING THE ACQUISITION THEREOF THROUGH
THE EXERCISE OF EMINENT DOMAIN**

SCORE CHATSWORTH STATION IMPROVEMENTS PROJECT (“PROJECT”)

PROJECT PARCEL: CH-EST-003; APN: 2747-025-030

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS (“BOARD”) HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1.

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“LACMTA”) is a public entity organized and existing pursuant to Chapter 2 of Division 12 of the California Public Utilities Code (commencing with Section 130050).

Section 2.

The property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Board to acquire property by eminent domain by California Public Utilities Code Sections 30000-33027, inclusive, and particularly Section 30503 and 30600, Sections 130000-132650, inclusive, and particularly Sections 130051.13 and 130220.5, Code of Civil Procedure Sections 1230.010-1273.050, inclusive, and particularly Sections 1240.510 and 1240.610, and Article I, Section 19 of the California Constitution.

Section 3.

The property interest to be acquired consists of a 36-months Temporary Access Easement (“TAE”) in the real property. The interest being acquired in this property is referred to herein as the “Property Interest”. The Property Interest is described in the legal description and plat map attached hereto as Exhibits “A-1” and Exhibit B-1” and are incorporated herein by reference.

Section 4.

- (a.) The acquisition of the Property Interests is necessary for Chatsworth Station Improvement Project, which will provide additional capacity for train operations and improve safety and reliability of the Metrolink system. Specifically, the Property Interests will be used to construct and operate a new pedestrian underpass, and its associated staircase and ramp, at Chatsworth Station.
- (b.) The environmental impacts of the Project were evaluated in 2020. The Project was deemed to satisfy the requirements of a CEQA Statutory Exemption. The

CEQA Notice of Exemption (Statutory Exemption) was filed in October 2020.

- (c.) Accordingly, LACMTA has fulfilled the necessary statutory prerequisites to acquire the Property by eminent domain.

Section 5.

The Board hereby declares that it has found and determined each of the following:

- (a.) The public interest and necessity require the Project;
- (b.) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- (b.) The Property Interests sought to be acquired, which have been described herein, are necessary for the Project;
- (d.) The offers required by Section 7267.2 of the Government Code have been made to the owners of the Property Interests. Said offers were accompanied by a written statement of, and summary of the basis for, the amount established and offered as just compensation. The statements/summaries complied with Government Code Section 7267.2, in form and in substance, including by containing the required factual disclosures.

Section 6.

Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property Interests are already devoted to a public use, the use to which the Property Interests are to be put is a more necessary public use than the use to which the Property Interests are already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interests are already devoted.

Section 7.

That notice of intention to adopt this resolution was given by first class mail to the owners of the Property Interests to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Board on the matters contained herein and each person whose Property Interests are to be acquired by eminent domain was given an opportunity to be heard.

Section 8.

Legal Counsel is hereby authorized and directed to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Property Interests described above by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of said Property Interests in accordance with the provisions of the eminent domain law and is directed that the total sum of probable just compensation be deposited with the State

Treasurer or the Clerk of the Superior Court. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property Interest, and, with the concurrence and approval of LACMTA Staff, to make minor adjustments to the scopes and descriptions of the Property Interests to be acquired in order to ameliorate any claims for severance damages.

Counsel is further authorized to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary actions to complete the acquisition, including stipulations as to judgment and other matters, and causing all payments to be made. If settlement cannot be reached, Counsel is authorized to proceed to resolve the proceedings by means of jury trial. Counsel is further authorized to associate with, at its election, a private law firm for the preparation and prosecution of said proceedings.

Section 9.

If, after adoption of this Resolution, LACMTA acquires all or any of the Property Interests by negotiated acquisition without the commencement of an eminent domain proceeding authorized by this Resolution, then, upon the execution and delivery of the instrument(s) transferring interest in all or any of the Property Interests to LACMTA, this Resolution as to those Property Interests so acquired shall be automatically rescinded and extinguished, without further notice or additional action by this Board.

I, COLLETTE LANGSTON, Board Clerk of the Los Angeles County Metropolitan Transportation Authority, do hereby certify that the foregoing Resolution was duly and regularly adopted by a vote of two-thirds of all the members of the Board of the Los Angeles County Metropolitan Transportation Authority at a meeting held on the 26th day of June, 2025.

COLLETTE LANGSTON
LACMTA Board Clerk

Date

ATTACHMENTS:

Exhibit A-1: CH-EST-003 TAE Legal Description
Exhibit B-1: CH-EST-003 TAE Plat Map

EXHIBIT "A-1"

LEGAL DESCRIPTION

NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT

Project Parcel **CH-EST-003**; 3,334.50 SqFt; 36 months;

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 14, and lying all within that portion of Remmet Avenue (a 52.00 feet wide private street) as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Beginning at the intersection of the north line of said Lot 14 with the east line of said Remmet Avenue, thence along said east line of said Remmet Avenue, South 00° 05' 08" West, 64.12 feet to a point on the south line of said Lot 14;

Thence along the south line of said Lot 14, North 89° 54' 52" West, 52.00 feet to a point on the west line of said portion of Remmet Avenue;

Thence along the west line of said Remmet Avenue, North 00° 05' 08 East, 64.12 feet to a point on the north line of said Lot 14;

Thence along the north line of said Lot 14, South 89° 55' 08" East, 52.00 feet to the **Point of Beginning**.

Containing 3334.5 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

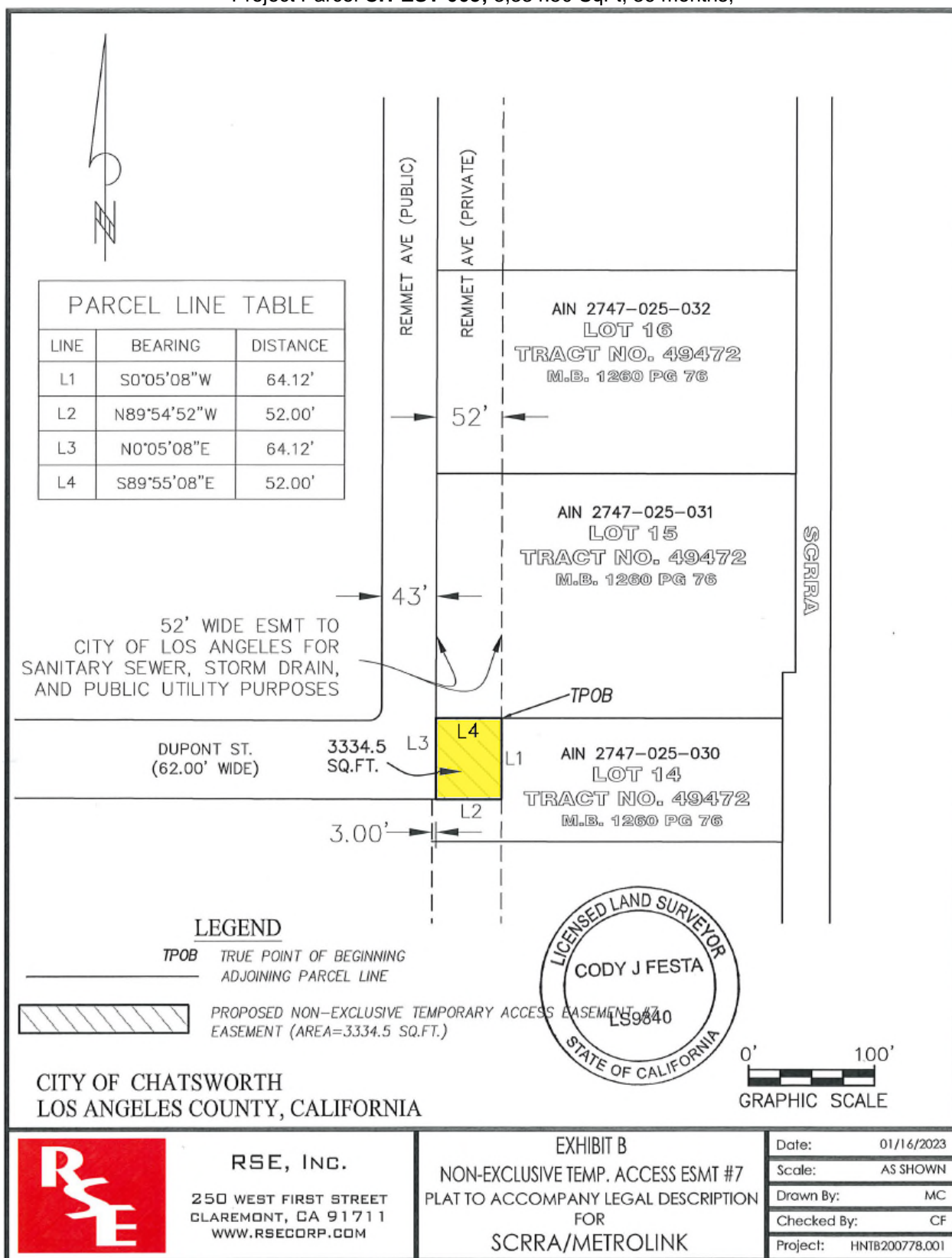
Affects 2747-025-030

EXHIBIT "B-1"

PLAT MAP

NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT

Project Parcel **CH-EST-003**; 3,334.50 SqFt; 36 months;



Affects 2747-025-030

**RESOLUTION OF THE
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES
AND AUTHORIZING THE ACQUISITION THEREOF THROUGH
THE EXERCISE OF EMINENT DOMAIN**

SCORE CHATSWORTH STATION IMPROVEMENTS PROJECT (“PROJECT”)

**PROJECT PARCELS: CH-PART-001, CH-EST-001, and CH-TCE-001;
APNs: 2724-025-031**

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS (“BOARD”) HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1.

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“LACMTA”) is a public entity organized and existing pursuant to Chapter 2 of Division 12 of the California Public Utilities Code (commencing with Section 130050).

Section 2.

The property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Board to acquire property by eminent domain by California Public Utilities Code Sections 30000-33027, inclusive, and particularly Section 30503 and 30600, Sections 130000-132650, inclusive, and particularly Sections 130051.13 and 130220.5, Code of Civil Procedure Sections 1230.010-1273.050, inclusive, and particularly Sections 1240.510 and 1240.610, and Article I, Section 19 of the California Constitution.

Section 3.

The property interests to be acquired consist of (i) a partial Fee interest (“Fee”), (ii) 36-month Temporary Access Easements (“TAE”), and (iii) 36-month Temporary Construction Easement (“TCE”), and in the real property. The interests being acquired in these properties are referred to herein as the “Property Interests”. The Property Interests are described in the plat maps and legal descriptions attached hereto as Exhibits “A-2/B-2” through “A-4/B-4” and are incorporated herein by reference.

Section 4.

- (a.) The acquisition of the Property Interests is necessary for Chatsworth Station Improvement Project, which will provide additional capacity for train operations and improve safety and reliability of the Metrolink system. Specifically, the Property Interests will be used to construct and operate a new pedestrian underpass, and its associated staircase and ramp, at Chatsworth Station.

- (b.) The environmental impacts of the Project were evaluated in 2020. The Project was deemed to satisfy the requirements of a CEQA Statutory Exemption. The CEQA Notice of Exemption (Statutory Exemption) was filed in October 2020.
- (c.) Accordingly, LACMTA has fulfilled the necessary statutory prerequisites to acquire the Property by eminent domain.

Section 5.

The Board hereby declares that it has found and determined each of the following:

- (a.) The public interest and necessity require the Project;
- (b.) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- (b.) The Property Interests sought to be acquired, which have been described herein, are necessary for the Project;
- (d.) The offers required by Section 7267.2 of the Government Code have been made to the owners of the Property Interests. Said offers were accompanied by a written statement of, and summary of the basis for, the amount established and offered as just compensation. The statements/summaries complied with Government Code Section 7267.2, in form and in substance, including by containing the required factual disclosures.

Section 6.

Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property Interests are already devoted to a public use, the use to which the Property Interests are to be put is a more necessary public use than the use to which the Property Interests are already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interests are already devoted.

Section 7.

That notice of intention to adopt this resolution was given by first class mail to the owners of the Property Interests to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Board on the matters contained herein and each person whose Property Interests are to be acquired by eminent domain was given an opportunity to be heard.

Section 8.

Legal Counsel is hereby authorized and directed to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Property Interests described above by eminent domain. Counsel is also authorized

and directed to seek and obtain an Order for Prejudgment Possession of said Property Interests in accordance with the provisions of the eminent domain law and is directed that the total sum of probable just compensation be deposited with the State Treasurer or the Clerk of the Superior Court. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property Interest, and, with the concurrence and approval of LACMTA Staff, to make minor adjustments to the scopes and descriptions of the Property Interests to be acquired in order to ameliorate any claims for severance damages.

Counsel is further authorized to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary actions to complete the acquisition, including stipulations as to judgment and other matters, and causing all payments to be made. If settlement cannot be reached, Counsel is authorized to proceed to resolve the proceedings by means of jury trial. Counsel is further authorized to associate with, at its election, a private law firm for the preparation and prosecution of said proceedings.

Section 9.

If, after adoption of this Resolution, LACMTA acquires all or any of the Property Interests by negotiated acquisition without the commencement of an eminent domain proceeding authorized by this Resolution, then, upon the execution and delivery of the instrument(s) transferring interest in all or any of the Property Interests to LACMTA, this Resolution as to those Property Interests so acquired shall be automatically rescinded and extinguished, without further notice or additional action by this Board.

I, COLLETTE LANGSTON, Board Clerk of the Los Angeles County Metropolitan Transportation Authority, do hereby certify that the foregoing Resolution was duly and regularly adopted by a vote of two-thirds of all the members of the Board of the Los Angeles County Metropolitan Transportation Authority at a meeting held on the 26th day of June, 2025.

COLLETTE LANGSTON
LACMTA Board Clerk

Date

Attachments

ATTACHMENTS:

Exhibit A-2: CH-Part-001 Part Fee Legal Description
Exhibit B-2: CH-Part-001 Part Fee Plat
Exhibit A-3: CH-EST-001 TAE Legal Description
Exhibit B-3: CH-EST-001 TAE Plat Map
Exhibit A-4: CH-TCE-001 TCE Legal Description
Exhibit B-4: CH-TCE-001 TCE Plat Map

EXHIBIT "A-2"

LEGAL DESCRIPTION

PARTIAL FEE

Project Parcel CH-PART-001; 7,262.90 Sq.Ft.

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 15 as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Commencing at the northeasterly corner of Lot 16 as shown on said Tract Map, thence along the east line of said Lot 16, South 00° 05' 13" West, 160.17 feet to the northeasterly corner of said Lot 15, also being the **True Point of Beginning**;

Thence along the east line of said Lot 15, South 00° 05' 13" West, 156.65 feet;

Thence continuing along said east line, North 89° 54' 47 West, 10.00 feet;

Thence South 00° 05' 13" West, 36.19 feet to the southeasterly corner of said Lot 15;

Thence along the south line of said Lot 15, North 89° 55' 08" West, 29.54 feet;

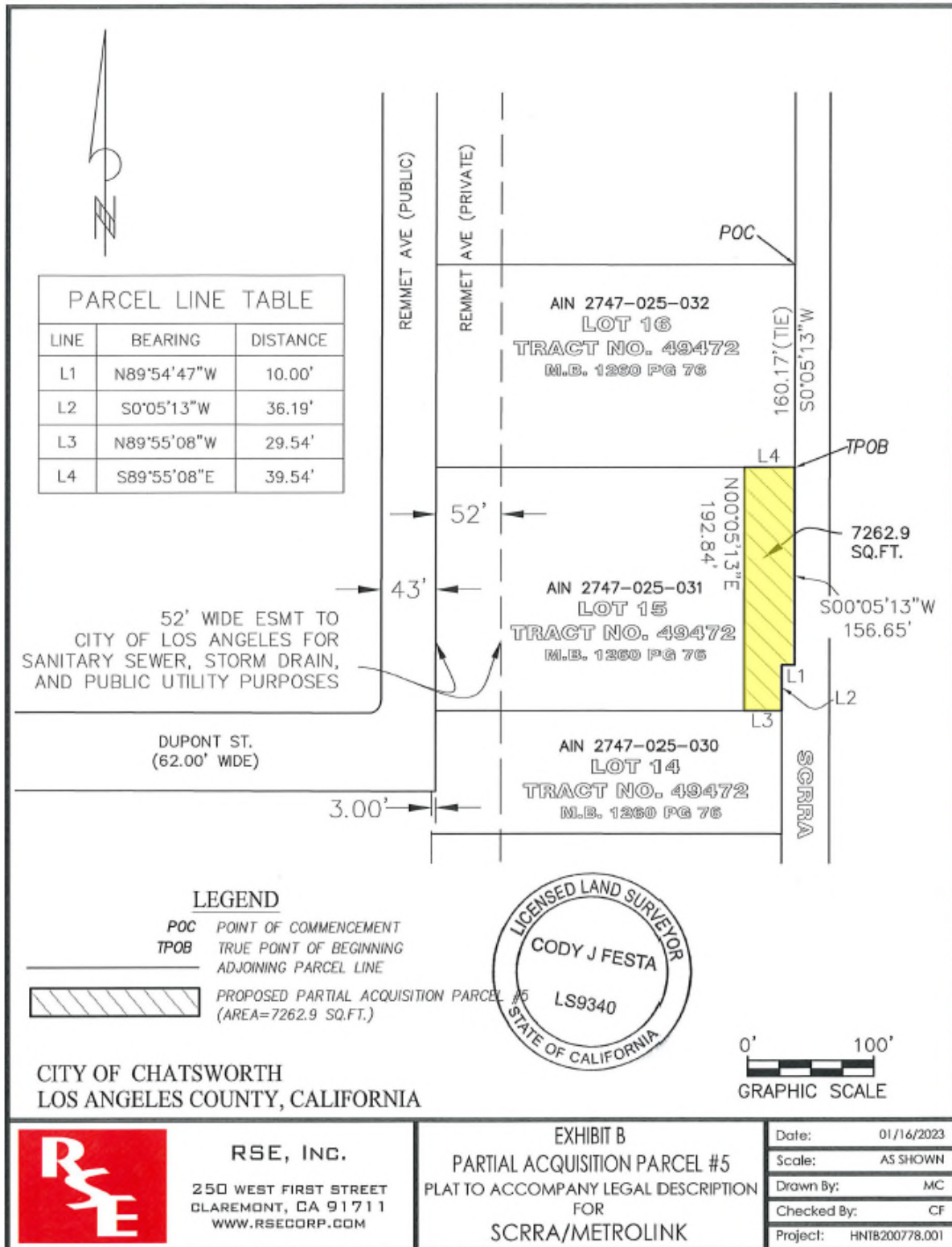
Thence leaving the south line of said Lot 15, North 00° 05' 13" East, 192.84 feet to a point on the north line of said Lot 15;

Thence along the north line of said Lot 15, South 89° 55' 08" East, 39.54 feet to the **True Point of Beginning**.

Containing 7262.9 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Affects 2747-025-031

CH-PART-001; 7,262.90 Sq.Ft.



Affects 2747-025-031

EXHIBIT "A-3"

LEGAL DESCRIPTION

NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT

Project Parcel **CH-EST-001**; **36 months**; 10,027.50 Sq.Ft.

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 15, and lying all within that portion of Remmet Avenue (a 52.00 feet wide private street) as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Beginning at the intersection of the north line of said Lot 15 with the east line of said Remmet Avenue, thence along the east line of said Remmet Avenue, South 00° 05' 08" West 192.84 feet to a point on the south line of said Lot 15;

Thence along the south line of said Lot 15, North 89° 55' 08" West, 52.00 feet to a point on the west line of said portion of Remmet Avenue being a 52.00-foot wide private street;

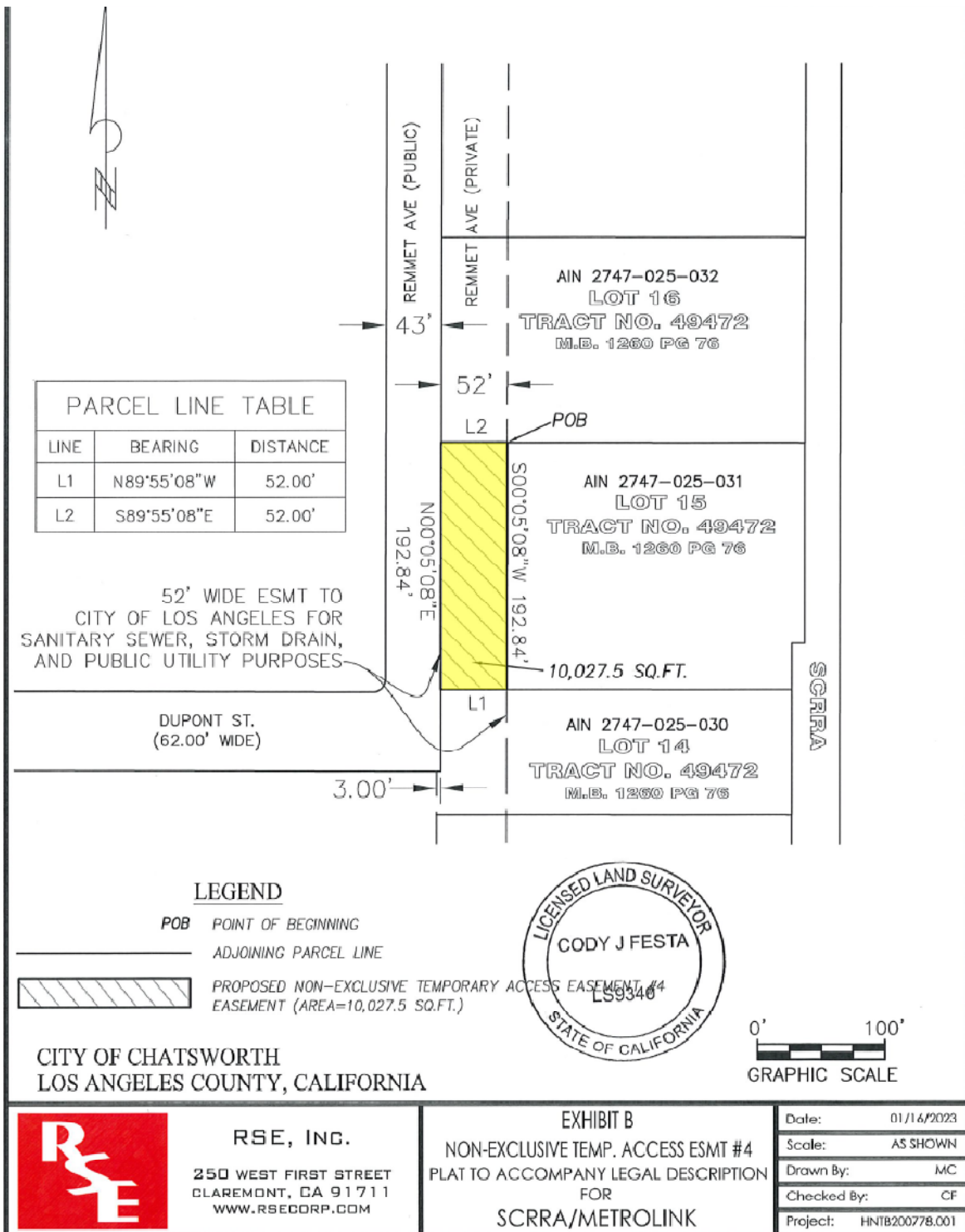
Thence along the west line of said Remmet Avenue, North 00° 05' 08 East, 192.84 feet to the northwest corner of said Lot 15;

Thence along the north line of said Lot 15, South 89° 55' 08" East, 52.00 feet to the **Point of Beginning**.

Containing 10,027.5 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Affects 2747-025-031

CH-EST-001 Temporary Access Easement, 36-months, 10,027.50 Sq.Ft.



Affects 2747-025-031

EXHIBIT "A-4"

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

Project Parcel **CH-TCE-001**; **36 months**; 37,152.00 Sq.Ft.

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 15 as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Commencing at the northeasterly corner of Lot 16 as shown on said Tract Map, thence along the east line of said Lot 16, South 00° 05' 13" West, 160.17 feet to the northeasterly corner of said Lot 15;

Thence along the north line of said Lot 15, North 89° 55' 08" W, 39.54 feet to **True Point of Beginning**;

Thence leaving said north line, South 00° 05' 13" West, 192.84 feet to a point on the south line of said Lot 15;

Thence along the south line of said Lot 15, North 89° 55' 08" West, 192.66 feet to a point on the east line of Remmet Avenue (a private 52.00 feet wide street) as shown on said Tract Map;

Thence leaving the south line of said Lot 15 and along said east line of said Remmet Avenue, North 00° 05' 08" East, 192.84 feet to a point on the north line of said Lot 15;

Thence along said south line of said Lot 15, South 89° 55' 08" East, 192.66 feet to the **True Point of Beginning**.

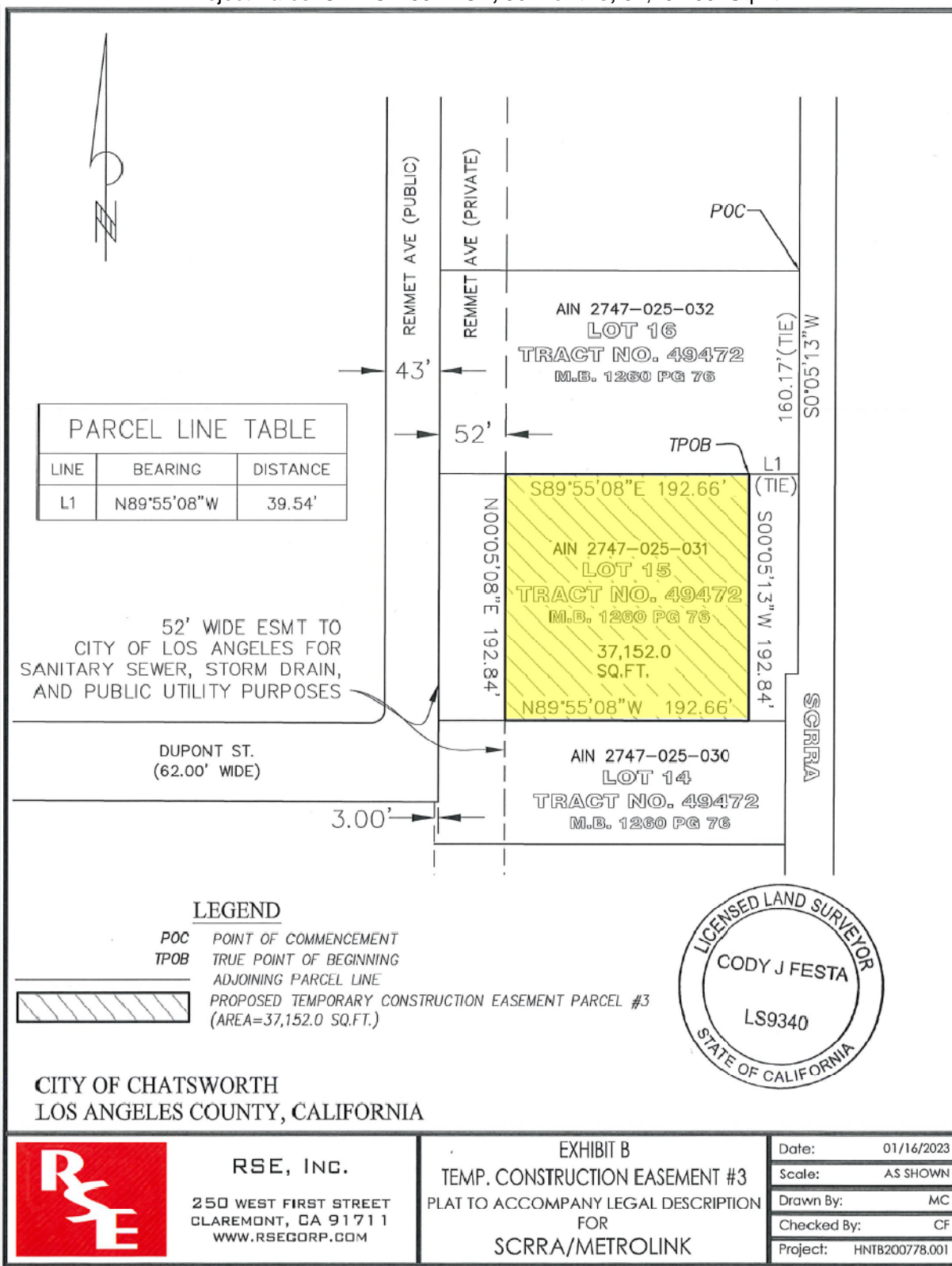
Containing 37,152.0 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Affects 2747-025-031

EXHIBIT "B-4"

PLAT MAP

Project Parcel **CH-TCE-001 TCE, 36 months; 37,152.00 Sq.Ft.**



Affects 2747-025-031

**RESOLUTION OF THE
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES
AND AUTHORIZING THE ACQUISITION THEREOF THROUGH
THE EXERCISE OF EMINENT DOMAIN**

SCORE CHATSWORTH STATION IMPROVEMENTS PROJECT (“PROJECT”)

PROJECT PARCELS: CH-PART-002, CH-EST-006, and CH-TCE-002;

APN: 2724-025-032

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS (“BOARD”) HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1.

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“LACMTA”) is a public entity organized and existing pursuant to Chapter 2 of Division 12 of the California Public Utilities Code (commencing with Section 130050).

Section 2.

The property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Board to acquire property by eminent domain by California Public Utilities Code Sections 30000-33027, inclusive, and particularly Section 30503 and 30600, Sections 130000-132650, inclusive, and particularly Sections 130051.13 and 130220.5, Code of Civil Procedure Sections 1230.010-1273.050, inclusive, and particularly Sections 1240.510 and 1240.610, and Article I, Section 19 of the California Constitution.

Section 3.

The property interests to be acquired consist of (i) partial Fee interest (“Fee”), (ii) 36-month Temporary Access Easements (“TAE”), and (iii) 36-month Temporary Construction Easement (“TCE”) in the real property. The interests being acquired in these properties are referred to herein as the “Property Interests”. The Property Interests are described in the plat maps and legal descriptions attached hereto as Exhibits “A-5/B-5” through “A-7/B-7” and are incorporated herein by reference.

Section 4.

- (a.) The acquisition of the Property Interests is necessary for Chatsworth Station Improvement Project, which will provide additional capacity for train operations and improve safety and reliability of the Metrolink system. Specifically, the Property Interests will be used to construct and operate a

new pedestrian underpass, and its associated staircase and ramp, at Chatsworth Station.

- (b.) The environmental impacts of the Project were evaluated in 2020. The Project was deemed to satisfy the requirements of a CEQA Statutory Exemption. The CEQA Notice of Exemption (Statutory Exemption) was filed in October 2020.
- (c.) Accordingly, LACMTA has fulfilled the necessary statutory prerequisites to acquire the Property by eminent domain.

Section 5.

The Board hereby declares that it has found and determined each of the following:

- (a.) The public interest and necessity require the Project;
- (b.) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- (b.) The Property Interests sought to be acquired, which have been described herein, are necessary for the Project;
- (d.) The offers required by Section 7267.2 of the Government Code have been made to the owners of the Property Interests. Said offers were accompanied by a written statement of, and summary of the basis for, the amount established and offered as just compensation. The statements/summaries complied with Government Code Section 7267.2, in form and in substance, including by containing the required factual disclosures.

Section 6.

Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property Interests are already devoted to a public use, the use to which the Property Interests are to be put is a more necessary public use than the use to which the Property Interests are already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interests are already devoted.

Section 7.

That notice of intention to adopt this resolution was given by first class mail to the owners of the Property Interests to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Board on the matters contained herein and each person whose Property Interests are to be acquired by eminent domain was given an opportunity to be heard.

Section 8.

Legal Counsel is hereby authorized and directed to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Property Interests described above by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of said Property Interests in accordance with the provisions of the eminent domain law and is directed that the total sum of probable just compensation be deposited with the State Treasurer or the Clerk of the Superior Court. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property Interest, and, with the concurrence and approval of LACMTA Staff, to make minor adjustments to the scopes and descriptions of the Property Interests to be acquired in order to ameliorate any claims for severance damages.

Counsel is further authorized to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary actions to complete the acquisition, including stipulations as to judgment and other matters, causing all payments to be made. If settlement cannot be reached, Counsel is authorized to proceed to resolve the proceedings by means of jury trial. Counsel is further authorized to associate with, at its election, a private law firm for the preparation and prosecution of said proceedings.

Section 9.

If, after adoption of this Resolution, LACMTA acquires all or any of the Property Interests by negotiated acquisition without the commencement of an eminent domain proceeding authorized by this Resolution, then, upon the execution and delivery of the instrument(s) transferring interest in all or any of the Property Interests to LACMTA, this Resolution as to those Property Interests so acquired shall be automatically rescinded and extinguished, without further notice or additional action by this Board.

I, COLLETTE LANGSTON, Board Clerk of the Los Angeles County Metropolitan Transportation Authority, do hereby certify that the foregoing Resolution was duly and regularly adopted by a vote of two-thirds of all the members of the Board of the Los Angeles County Metropolitan Transportation Authority at a meeting held on the 26th day of June, 2025.

COLLETTE LANGSTON
LACMTA Board Clerk

Date

ATTACHMENTS:

Exhibit A-5: CH-Part-002 Part Fee Legal Description

Exhibit B-5: CH-Part-002 Part Fee Plat Map

Exhibit A-6: CH-EST-006 TAE Legal Description

Exhibit B-6: CH-EST-006 TAE Plat Map

Exhibit A-7: CH-TCE-002 TCE Legal Description

Exhibit B-7: CH-TCE-002 TCE Plat Map

EXHIBIT "A-5"

LEGAL DESCRIPTION

PARTIAL FEE

Project Parcel **CH-PART-002**; 1,976.80 Sq.Ft.

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 16 as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Commencing at the northeasterly corner of said Lot 16 as shown on said Tract Map, thence along the east line of said Lot 16, South 00° 05' 13" West, 110.17 feet to the **True Point of Beginning**;

Thence continuing along said east line, South 00° 05' 13" West, 50.00 feet to the southeast corner of said Lot 16;

Thence along said south line of said Lot 16, North 89° 55' 08" West, 39.54 feet;

Thence leaving said south line of said Lot 16, North 00° 05' 13" East, 50.00 feet to a point on a line being parallel, at right angles, 50 feet north of said south line;

Thence along said parallel line, South 89° 55' 08" East, 39.54 feet to the **True Point of Beginning**.

Containing 1976.8 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

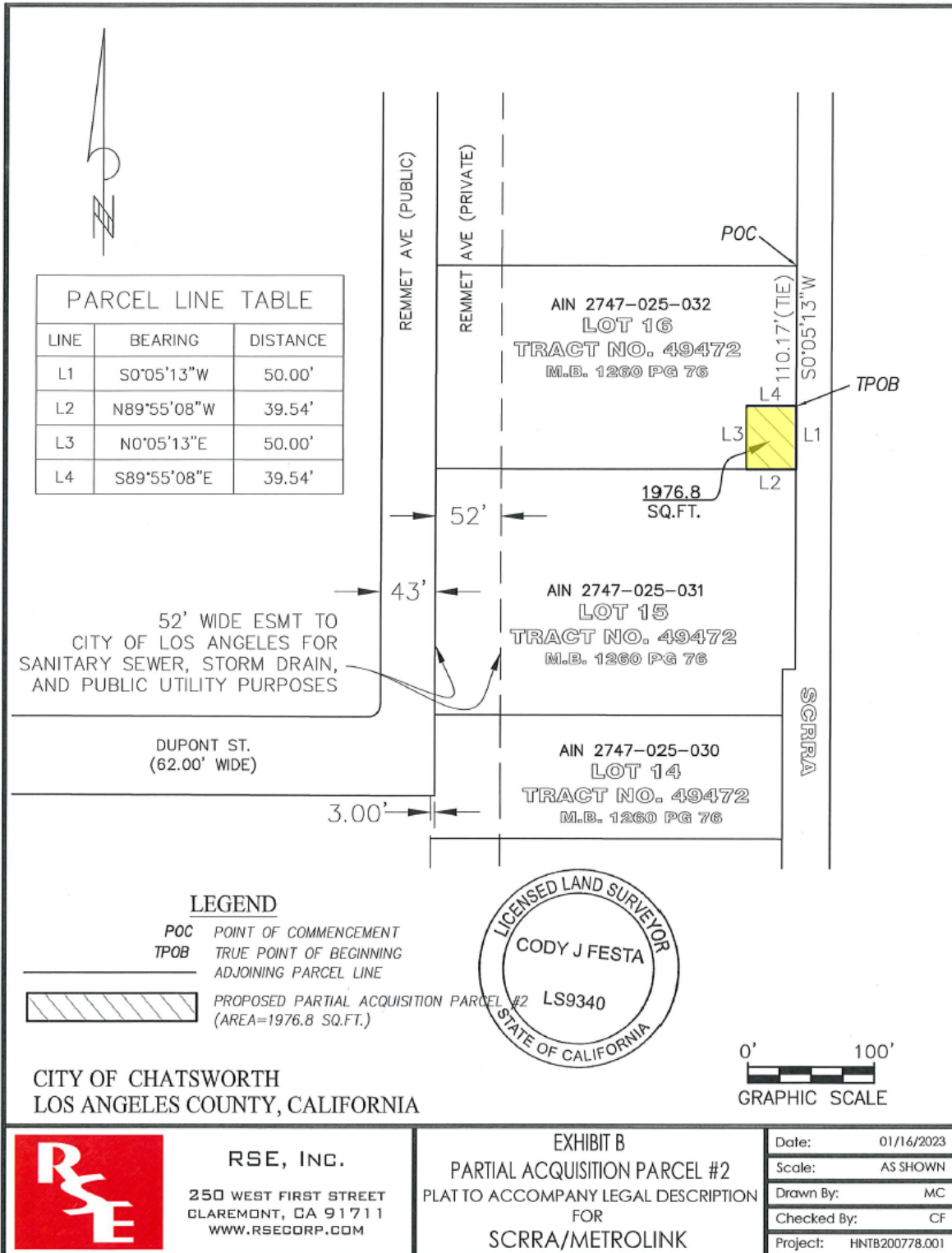
Affects **2747-025-032**

EXHIBIT "B-5"

PLAT MAP

PARTIAL FEE

Project Parcel **CH-PART-002**; 1,976.80 Sq.Ft.



Affects **2747-025-032**

EXHIBIT "A-6"

LEGAL DESCRIPTION

NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT

Project Parcel **CH-EST-006**; **36 months**; 1,196.00 Sq.Ft.

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 16, and lying all within that portion of Remmet Avenue (a 52.00 feet wide private street) as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Beginning at the intersection of the south line of said Lot 16 with the east line of said Remmet Avenue, thence along the south line of said Lot 16, North 89° 55' 08" West 52.00 feet;

Thence leaving the south line of said Lot 15, North 00° 05' 08" East, 23.00 feet;

Thence South 89° 55' 08" East, 52.00 feet to a point on the east line of said Remment Avenue;

Thence along the east line of said Remment Avenue, South 00° 05' 08" West 23.00 feet to the **Point of Beginning**;

Containing 1196.0 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Affects **2747-025-032**

EXHIBIT "A-7"

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

Project Parcel **CH- -002 TCE, 36 months**; 5,196.50 Sq.Ft.

All that real property situated in the City of Chatsworth, County of Los Angeles, State of California, being a portion of Lot 16 as shown on that certain Tract Map No. 49472, filed in Book 1260, at Page 76 of Maps, in the Office of the County Recorder, County of Los Angeles, being more particularly described as follows:

Commencing at the northeasterly corner of said Lot 16 as shown on said Tract Map, thence along the east line of said Lot 16, South 00° 05' 13" West, 100.17 feet to the **True Point of Beginning**;

Thence continuing along said east line, South 00° 05' 13" West, 10.00 feet;

Thence leaving said east line of Lot 16, North 89° 55' 08" West, 39.54 feet;

Thence South 00° 05' 13" West, 50.00 feet to a point on the south line of said Lot 16;

Thence along said south line of Lot 16, North 89° 55' 08" West, 192.66 feet to a point on the east line of that portion of Remmet Avenue (52.00 feet wide) shown as a private street shown on said Tract Map;

Thence leaving said south line of Lot 16 and along said east line of Remmet Avenue, North 00° 05' 08" East, 23.00 feet to a point on a line being parallel, at right angles, 23.00 feet north of said south line of Lot 16;

Thence along said parallel line, South 89° 55' 08" East, 182.66 feet;

Thence North 00° 05' 13" East, 37.00 feet;

Thence South 89° 55' 08" East 49.54 feet to the **True Point of Beginning**.

Containing 5196.5 square feet, more or less, measured in ground distances and shown on the plat attached hereto and made a part hereof.

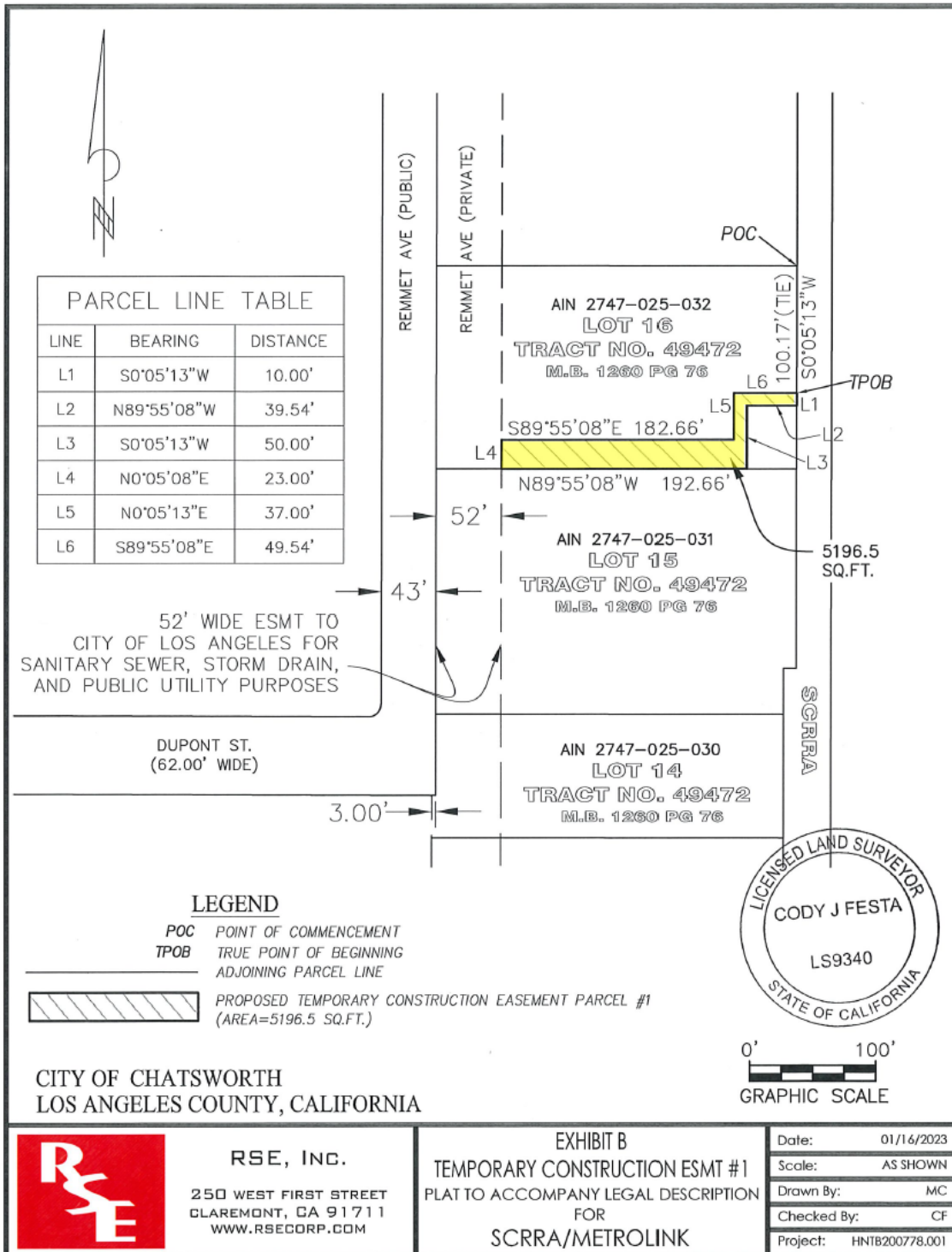
Affects **2747-025-032**

EXHIBIT "B-7"

PLAT MAP

TEMPORARY CONSTRUCTION EASEMENT

Project Parcel **CH-TCE-002**, 36 months; 5,196.50 Sq.Ft.



Affects **2747-025-032**



MINUTES

Thursday, September 26, 2019

10:00 AM

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

Board of Directors - Regular Board Meeting

DIRECTORS PRESENT:

James Butts, Chair
Eric Garcetti, Vice Chair
Hilda Solis, 2nd Vice Chair
Kathryn Barger
Mike Bonin
Jacquelyn Dupont-Walker
John Fasana
Robert Garcia
Janice Hahn
Paul Krekorian
Sheila Kuehl
Ara Najarian
Mark Ridley-Thomas
John Bulinski, non-voting member

Phillip A. Washington, Chief Executive Officer

CALLED TO ORDER AT: 10:05 A.M.

5.1 SUBJECT: METROLINK SCORE PROGRAM

2019-0753

APPROVED Motion by Garcetti, Barger, Krekorian, Najarian, Solis and Hahn that the Board and Metro adopt as policy SUPPORT for the build-out of the Metrolink score master plan to improve regional mobility, increase transit ridership, and reduce greenhouse gas emissions.

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



Public Hearing on Resolutions of Necessity for Metrolink Chatsworth Station Improvement Project

Agenda Item # 2025-0135

Public Hearing on Resolutions of Necessity for Metrolink Chatsworth Station Improvement Project

Project: The Project will serve the transportation needs of LA County by improving the transportation link between LACMTA 's transit system and Metrolink.

When SCORE is implemented, most Metrolink lines will have the capacity to operate 30-minute bi-directional service, a significant increase compared to current service levels. Additional SCORE benefits will include cleaner air and greenhouse gas reductions, more access to jobs, economic development and affordable housing, and seamless connections to other transportation services.

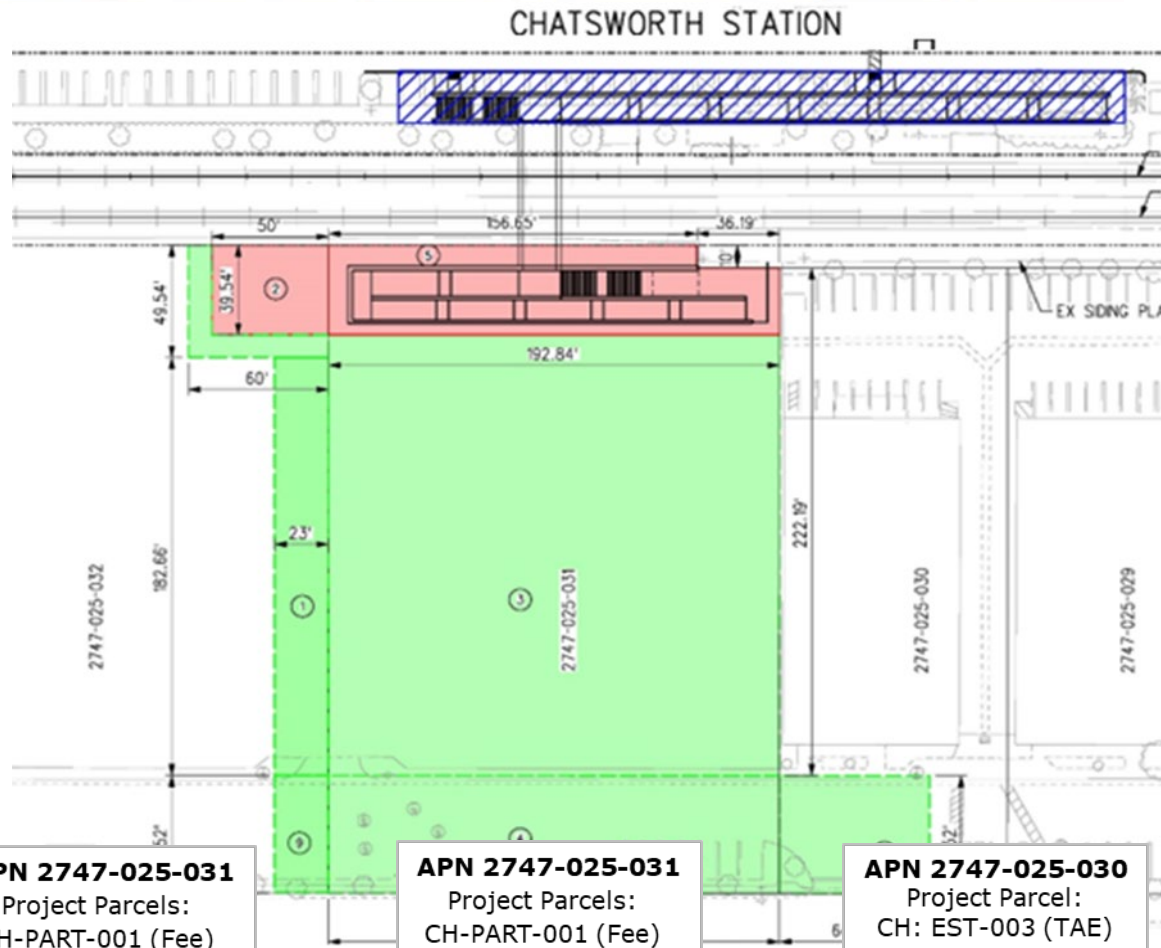
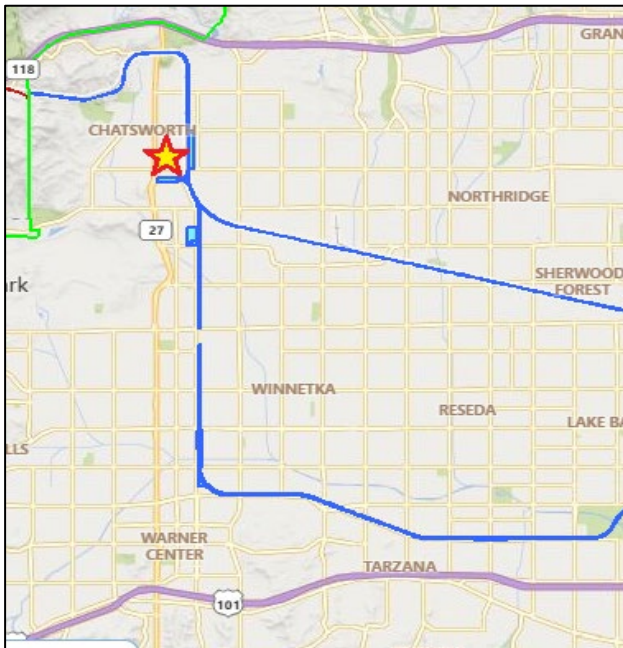
Property Location: Chatsworth

Property Impacts: Partial Fee Simple Interests ("Fee" or "PART"), Temporary Construction Easements ("TCE"), and Temporary Access Easements ("TAE" or "EST")

Relocation: Acquisitions do not cause displacement.

Public Hearing on Resolutions of Necessity for Metrolink Chatsworth Station Improvement Project

Parcels Overview



Public Hearing on Resolutions of Necessity for Metrolink Chatsworth Station Improvement Project

Parcels Overview

Assessor's Parcel Number	Project Parcel Number	Parcel Address	Purpose of Acquisition	Property Interest(s) Sought
2747-025-30	CH-ST-003	10060 Remmet Avenue, Chatsworth, CA 91311	Construct a new pedestrian underpass, and its associated staircase and ramp	36-month Temporary Access Easement, 3,334.50 sq ft
2747-025-031	CH-PART-001 CH-EST-001 CH-TCE-001	East Side of Remmet Avenue, Chatsworth, CA 91311	Construct and operate the new pedestrian underpass, and its associated staircase and ramp	Partial Fee 7,262 sq ft 36-month Temporary Access Easement, 10,027.50 sq ft 36-month Temporary Construction Easement, 37,152 sq ft
2747-025-032	CH-PART-002 CH-TCE-002 CH-TCE-006	East Side of Remmet Avenue, Chatsworth, CA 91311	Construct and operate the new pedestrian underpass, and its associated staircase and ramp	Partial Fee of 1,976.80 sq ft 36-month Temporary Access Easement 5,196.50 sq ft 36-month Temporary Construction Easement, 1,196.00 sq ft



Metro

Public Hearing on Resolutions of Necessity for Metrolink Chatsworth Station Improvement Project

Staff recommends the Board make the below findings and adopt the Resolutions of Necessity:

- The public interest and necessity require the proposed Project;
- The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- The Properties sought to be acquired, which have been described herein, are necessary for the proposed Project;
- The offers required by Section 7267.2 of the Government Code have been made to the Owners; and
- Whether the statutory requirements necessary to acquire the properties or property interests by eminent domain have been complied with by LACMTA.



Thank you



Metro



Board Report

File #: 2025-0307, **File Type:** Contract

Agenda Number:

REVISED
REGULAR BOARD MEETING
JUNE 26, 2025

SUBJECT: COLLECTIVE BARGAINING AGREEMENT

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. EXECUTE a new collective bargaining agreement with the International Brotherhood of Teamsters Union (Teamsters) for the Transit Ambassador job classification effective July 1, 2025;
- B. AMEND the FY26 Budget in the amount of \$11.8 million for the implementation of the new wages and benefits for the approval of the final collective bargaining agreement;
- C. ADD 388 contract positions (Teamsters) comprised of 309 Transit Ambassador Program staff who are currently in the field, and 79 new Transit Ambassadors to continue and expand the visible presence and in-person support across the Metro transit system and at the new Metro/LAX Transit Center, Foothill Extension and Purple Line Extension and additional high priority bus routes;
- D. ADD 49 non-contract positions for the Transit Ambassador Program for Supervisors to oversee Ambassador staff in the field. These employees will be represented by AFSCME Local 3634 upon ratification and Board approval of an agreement with the union; and
- E. ADD 2 non-contract positions to oversee expanded day to day operations, staff training, reporting and customer experience improvements related to the Transit Ambassador Program.

ISSUE

In October 2023, the Board approved making the Transit Ambassador pilot program permanent and bringing it in-house. Metro initiated negotiations with union leadership, resulting in a new Teamsters agreement to represent Transit Ambassador personnel. This collective bargaining agreement supports the Board's decision to bring the program in-house. Staff requests to modify the FY26 Budget to add the positions necessary to bring the Ambassadors in-house, as well as additional positions for the expansion of the Ambassador program. Negotiations with AFSCME, who will

represent the Supervisors, is not yet complete. The Supervisors will be hired as non-contract employees until an agreement is reached.

BACKGROUND

In June of 2020, the Metro Board approved a motion by Directors Bonin, Garcetti, Hahn, Dupont-Walker, and Solis (Attachment A) to create a transit ambassador program that provides a staffed presence at Metro facilities and on Metro vehicles. Following a competitive procurement process in 2022, the Board awarded contracts to support a Transit Ambassador Pilot Program that would introduce visible, uniformed, unarmed staff presence on the Metro system to provide in-person, care-based assistance to riders, with the primary objective of enhancing the overall customer experience with Metro.

In September 2022, Metro introduced the Transit Ambassador Pilot Program. Ambassadors were deployed primarily across the rail system as they were hired and trained. On March 6, 2023, Metro officially launched the program with 300 trained Ambassadors. Transit Ambassadors quickly became an integral component of Metro's public safety ecosystem, alongside homeless outreach teams, Metro transit security officers, contracted law enforcement, and security.

In October 2023, following a staff evaluation of the first year of the pilot program, the Board approved making the Transit Ambassador Program permanent and bringing the program in-house. As a result, Metro commenced preparations for contract negotiations with Teamsters leadership to transition Transit Ambassador staff from contract to Metro full-time equivalent personnel. Staff conducted workshops for labor and management to come together and explore ridership trends, security within the system, and public/private partnerships. These workshops allowed both parties to understand each other's interests and, most importantly, joint interests and common goals.

The preparation for contract negotiations left all parties with a clear vision of the direction Metro is heading and a path to making meaningful contributions in the future. Prior to beginning formal negotiations, the following principles were identified to guide work at the bargaining tables:

- The users of Metro services and the taxpayers within Los Angeles County are key stakeholders. It is excellence in service and support that they have come to expect and that they deserve.
- Understanding that Metro's workforce is essential to the agency's ability to deliver excellent service and support.
- Metro's labor agreements provide the framework for commitments to each other. The agreements include the guidelines, the work rules and the acknowledgement of joint interests and respective interests.
- It is Metro's intent to negotiate agreements in good faith, to build a stronger organization and to be financially prudent and good stewards of taxpayer dollars.
- Recognizing that as Metro moves into the future, the agency is evolving in the use of technologically advanced equipment.
- Commitment to honor Metro's agreements and to be transparent in all efforts to lead Metro into the future of the industry.

DISCUSSION

Staff has been addressing areas for program improvement, including enhanced training, communications tools and deployment strategies to ensure a friendly, uniformed presence at Metro stations, and aboard trains and buses.

Labor Negotiations

As of May 15, 2025, Metro reached a tentative agreement with Teamsters on the new labor agreement for the Transit Ambassador job classification for a term of four years, effective July 1, 2025, to June 30, 2029. Metro Transit Ambassadors are not security officers and do not replace existing security personnel or law enforcement. Rather, they are an added workforce that collaborates with other Metro departments to maintain public safety. Benefits of the agreement include:

- Comprehensive compensation package covering wages and benefits;
- Refined guidelines regarding work shifts to enhance coverage and safety across the transit system;
- Streamlined qualifications to codify Metro's onboarding process, hiring and retention efforts specific to this new job classification.

Teamster members ratified their tentative agreement on June 18, 2025, with a 67% yes vote. This new labor agreement is now being presented to the Board for approval. The new agreement for Teamsters will commence July 1, 2025.

Currently, there are 333 contracted Ambassador staff (285 Ambassadors and 48 Supervisors), with 100% having served as Ambassadors for more than one year. As part of Metro's commitment to continuous improvement and inclusivity, contracted Ambassador staff in good standing will begin full transition from contracted positions to Metro employment beginning July 1, 2025. Consistent with Metro's Worker Retention Policy, staff will focus on transitioning these staff within the first 90 days before hiring any new Ambassadors. This effort aligns with our mission to support and uplift all members of our workforce while ensuring a higher standard of service for our patrons.

As illustrated in the financial impact section of this report, Metro is committed to competitive wages, worker stability, and career pathways, three of the key reasons for bringing the ambassador program in-house.

Transitioning Staff in-House and Expanding the Program

The first phase of the recruitment transition of the Transit Ambassador Program, Staff will hire all current contract Transit Ambassadors and Supervisors, who would like to join the agency and are in good standing. The second phase of the recruitment will expand hiring efforts to include additional Transit Ambassadors to support the expansion of Metro's rail system at the LAX/Metro Transit Center, four new stations that will open as part of the Foothill Extension (A line to Pomona), and new three stations that will open as part of the D (Purple) Line Extension. As Metro continues to invest in bus-only lanes to improve speed and reliability, dedicated Transit Ambassador bus riding teams will

complement this investment by ensuring a safe, welcoming, and customer-friendly experience. These Transit Ambassadors will be deployed on some of Metro's busiest lines, supporting the more than 70 miles of dedicated bus lanes now in operation. As has always been the case, Transit Ambassador deployments are flexible and can be adjusted to meet specific needs on the system.

To complete the in-house transition, the Board must approve the modification to the FY26 budget to add salary and benefits for the following positions:

- (309) contract positions (TEAMSTERS) to hire existing Transit Ambassador Staff to maintain current deployment.
- (79) Additional Transit Ambassador positions (TEAMSTERS) to staff the LAX/Metro Transit Center, A Line to Pomona Extension, the D (Purple) Line Extension, and high priority bus lines.
- (49) Non-contract positions for the Transit Ambassador Supervisors to manage Ambassador staff in the field. These staff will be represented by AFSCME once contract negotiations are completed, ratified, and approved by the Board.
- (2) Additional Non-Contract Program Management Staff - These roles will oversee daily operations, monitor field performance, and provide essential administrative support needed to effectively manage the program in-house. The program management team will include a Deputy Executive Officer who will be responsible for overseeing more than 400 full-time Ambassador program employees, and an Administrative Analyst to support data analytics and human resource functions for the expanded workforce.

DETERMINATION OF SAFETY IMPACT

The recommendations' approval will allow Metro to meet the evolving needs of the transit system. Public expectations for safety and accountability require a more integrated and sustainable approach. Additionally, approval of the collective bargaining agreement has a positive impact on safety due to the negotiated work rules directly related to safety.

The recommendations support Metro's commitment to improving the perception and experience of public safety across the transit system. Transit Ambassadors play a vital, non-law enforcement role in Metro's layered public safety approach-offering customer support, de-escalation assistance, and helping to connect individuals in need with social services. Bringing the program in-house will allow Metro to strengthen oversight, ensure consistent customer service standards, expand coverage as needed, and better align Transit Ambassador activities with the agency's broader safety and customer experience goals.

FINANCIAL IMPACT

Staff recommends an average salary and wage increase of 3.2% annually over the course of the contract, along with a 0.25% quarterly wage adjustment for the last three quarters of FY29.

FY26 Transit Ambassador Top Hourly Rate	FY27	FY28	FY29	Annual Average Rate
\$26.00	2-4%	2-3%	5%	3.2%

The following chart shows the number of approved Ambassador positions transitioning to Metro at the various step progressions (A, B, C, and D). It also illustrates the total compensation package for Metro in comparison to the existing Ambassador contractors, Strive Well-Being Inc. and RMI International Inc.:

Category	Step A: Metro (6 Employees)	Step B: Metro (0 Employees)	Step C: Metro (156 Employees)	Step D: Metro (147 Employees)	Strive Well-Being, Inc. (base wage \$19.96 + health and welfare opt-out \$5.95 = \$25.91)	RM International Inc. (base wage \$21.60 + health and welfare opt-out \$4.23 = \$25.83)
Salary Offered (Hourly Rate)	\$ 22.32	\$ 23.55	\$ 24.77	\$ 26.00	\$ 25.91	\$ 25.83
Salary Offered (Annual)	\$ 46,425.60	\$ 48,984.00	\$ 51,521.60	\$ 54,080.00	\$ 53,892.80	\$ 53,726.40
Health Benefits	\$ 26,501.58	\$ 26,501.58	\$ 26,501.58	\$ 26,501.58	\$ 3,661.14	\$ 3,989.47
Retirement Contribution	\$ 4,813.12	\$ 4,813.12	\$ 4,813.12	\$ 4,813.12	Not provided	Not provided
Total Compensation	\$ 77,740.30	\$ 80,298.70	\$ 82,836.30	\$ 85,394.70	\$ 57,553.94	\$ 57,715.87
Health Benefits for Metro includes: Medical, Dental, Vision, Life and Accidental Death & Dismemberment Insurance, Long Term Disability, Holiday (15 days), Vacation & Sick Benefits						
Health Benefits for Strive and RMI are added into their salary hourly rate. Also included are: Long Term Disability, Holiday Pay (5 days) and Paid Time Off.						
Retirement Contribution: CalPERS 2% @ 62 Plan (8.9% Employer Portion; 8% Employee portion)						

The FY26 budget impact is \$11,800,000 under Cost Center 2325, Transit Ambassador Program, Project 300040- Rail Operations Management and Admin and Project 306006- Systemwide Bus Ops Management and Admin.

Impact to Budget

The funding for this amendment will be Federal, State, and Local sources, which are eligible for Bus and Rail Operations.

EQUITY PLATFORM

The collective bargaining agreement with Teamsters, effective July 1, 2025, has considered equity impacts such as annual wage increases and benefits, which will help with retention and recruitment and ensure that Metro's transportation system is safe for customers, employees, and the communities it serves.

The Transit Ambassador Program will continue to assign unarmed staff to work in high need areas, including bus stops/stations and rail stations serving Equity Focus Communities (EFCs). In response to growing calls for reforms, the Transit Ambassador Program will continue to emphasize compassion and a culture of care, treating all transit riders, employees, and community members with dignity and

respect. In addition, most riders agree that seeing Ambassadors on Metro makes them feel safer; this number increases with people of color (Asian/Pacific Islanders - 70%, Hispanics/Latinos - 68%, women - 66%, and households with lower income - 66%; Source - Ambassador Program Survey, July -Aug 2023).

VEHICLE MILES TRAVELED OUTCOME

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

Consistent with these targets, this item will likely decrease VMT in LA County, as it is related to operational activities that will improve, benefit and encourage taking transit, including providing support services to transit service. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

The Metro Transit Ambassadors are a diverse group of individuals that travel throughout the bus and rails system to improve ridership experience by providing:

- Support in navigating the Metro system.
- Information to connect riders with resources (e.g., providing directions, information on how to pay fares, or services available through our homeless outreach teams).
- Report any maintenance, cleanliness or safety issues throughout the system.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Staff recommendations support LA Metro's Vision 2028 goals in the following manner:

GOAL: Deliver outstanding trip experiences for all users of the transportation system:
Recruit, retain, and train employees with the training necessary to effectively and compassionately ensure that Metro's transportation system is safe for customers and employees.

GOAL: Enhance communities and lives through mobility and access to opportunity:
Provide opportunity for union members to support the delivery of transportation service by ensuring safety throughout the transit network and the communities Metro serves within Los Angeles County.

GOAL: Provide responsive, accountable, and trustworthy governance within the Metro organization:
During negotiations, staff established a stronger relationship of trust by using the "interest based/collaborative" negotiation style. This creates a better working relationship with the unions and reduces tension and friction between labor and management.

ALTERNATIVES CONSIDERED

The Board may choose not to approve the new collective bargaining agreement or staffing requests; however, this is not recommended as it would contradict the Board's directive to make the Transit Ambassador pilot program permanent and bring it in-house. It would also be contrary to the agreement reached in good faith between labor and management, which forms the foundation of our commitment to represented Transit Ambassador employees. Additionally, such action would require an extension of the current contracts that are set to expire on August 31, 2025. This alternative is not recommended as it is not responsive to Metro's goal to improve the customer experience.

NEXT STEPS

Staff will amend the FY26 budget, implement the new collective bargaining agreement, and complete all necessary actions to bring contracted Transit Ambassadors personnel in-house over the next 90 days. At the same time, staff will continue negotiations with AFSCME over representation for the Supervisors and will bring an agreement to the Board for approval as soon as an agreement is reached. After 90 days, staff will begin to hire for the expansion Transit Ambassador positions.

ATTACHMENT

Attachment A - Motion 37

Prepared by: Karen Parks, Senior Director, Customer Programs & Services, (213) 922-4612
Vanessa Smith, Executive Officer, Customer Care, (213) 922-7009
Nancy Saravia, Deputy Executive Officer, Administration, (213) 922-1217
Don Howey, Executive Officer, Administration (213) 922-8867
Cristian Leiva, Deputy Chief People Officer, Labor Negotiations (213) 922-3035

Reviewed by: Jennifer Vides, Chief Customer Experience Officer, (213) 922-4060
Dawn Jackson-Perkins, Chief People Officer, (213) 418-3166



Stephanie Wiggins
Chief Executive Officer



Board Report

File #: 2020-0429, File Type: Motion / Motion Response

Agenda Number: 37.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE JUNE 18, 2020

Motion by:

DIRECTORS BONIN, GARCETTI, HAHN, DUPONT-WALKER, AND SOLIS

A Community Safety Approach to System Security and Law Enforcement

On March 13, 2020, Breonna Taylor, a 26-year-old emergency room technician, was killed in her home by a Louisville police officer who was carrying out a search warrant in the middle of the night. On May 25, 2020, George Floyd was killed by a Minneapolis police officer during an arrest for allegedly using a counterfeit \$20 bill. These deaths and many before them, including here in Los Angeles, have sparked demonstrations for racial justice and a national conversation about the appropriate role of police in our society and the particular threats faced by Black people during interactions with law enforcement.

Community leaders are demanding a shift in how agencies deliver public safety at every level of government. This includes reforming police practices as well as reallocating resources typically devoted to policing to other forms of community safety. In a transit environment, safety is typically provided through design, staff presence, aid station access, and law enforcement. Given recent events, it is prudent for Metro to reevaluate its safety strategies to ensure it is meeting the needs and expectations of our riders. Metro should work in partnership with community leaders to re-envision transit safety and community-based approaches to policing leading up to and as part of the 2022 renewal of the multiagency police contract.

SUBJECT: A COMMUNITY SAFETY APPROACH TO SYSTEM SECURITY AND LAW ENFORCEMENT

RECOMMENDATION

APPROVE Motion by Directors Bonin, Garcetti, Hahn, Dupont-Walker, and Solis that the Board direct the Chief Executive Officer to:

- A. Establish a Transit Public Safety Advisory Committee. This committee should incorporate the existing Community Safety & Security Working Group and include additional perspectives that represent Metro's ridership and advocacy organizations, including but not limited to racial,

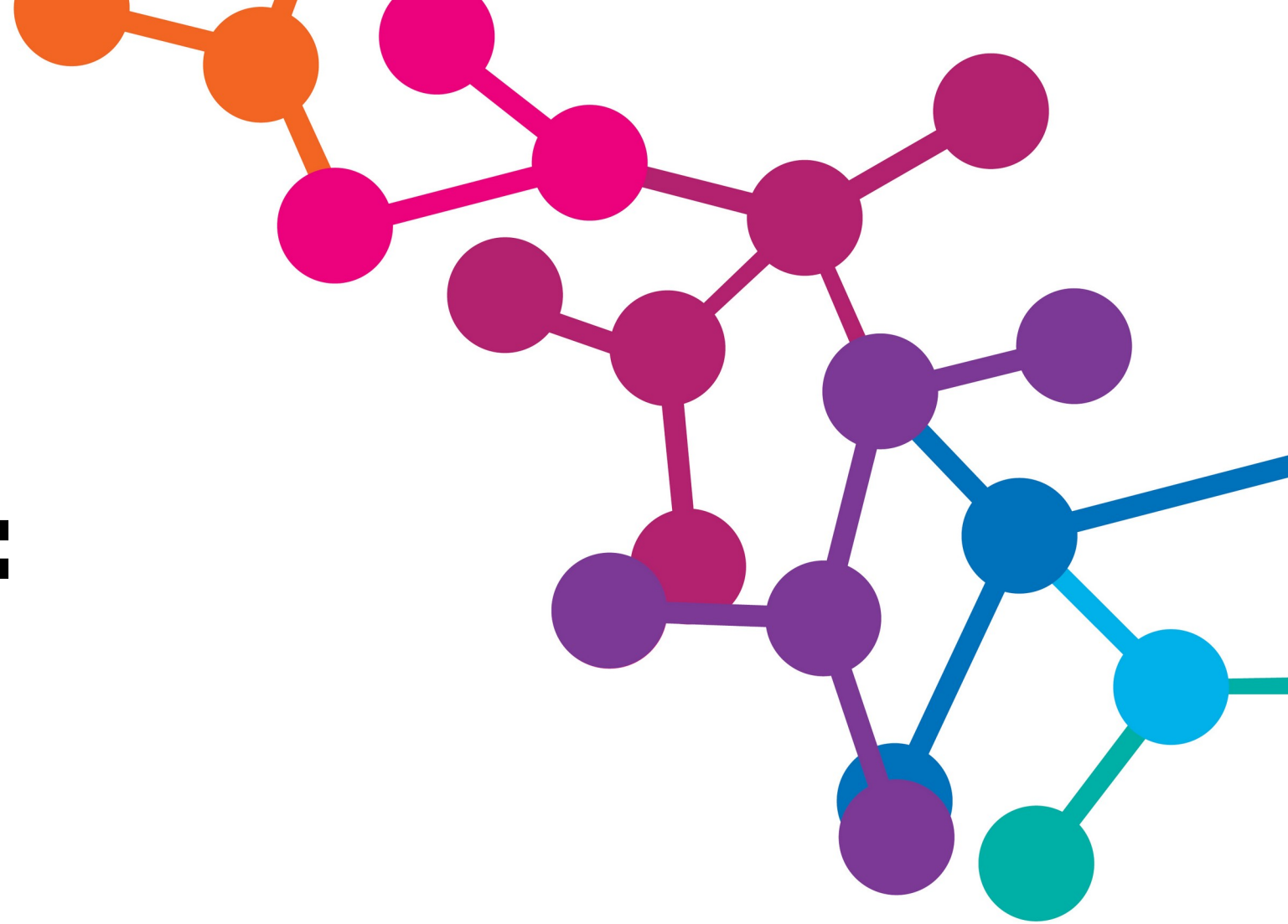
cultural, gender, income, geography, immigration status, and housing status.

- B. In partnership with the Advisory Committee, Office of Civil Rights, Executive Officer for Equity & Race, and Executive Officer for Customer Experience, develop a community-based approach to public safety on the transit system, including but not limited to:
1. A transit ambassador program that provides staffed presence at Metro facilities and on Metro vehicles.
 2. Alternatives to armed law enforcement response to nonviolent crimes and code of conduct violations.
 3. Greater community stewardship of transit spaces, such as supporting street vending in transit plazas.
 4. The Universal Blue Light program proposed in Metro's June 2018 ridership initiatives (BF 2018-0365).
 5. Education about and expansion of fare discount programs.
 6. Outreach and services for unhoused individuals.
 7. A shift of resources from armed law enforcement to the above strategies.
- C. Consult with the Advisory Committee when developing the new scope of services, budget, and other provisions of the multiagency police contract renewal.
- D. Report back to the Operations, Safety, and Customer Experience Committee in 90 days, and quarterly thereafter until the 2022 contract renewal. In the final quarterly report of 2022, include an external, third-party evaluation of the effectiveness of the Advisory Committee and a recommendation on whether it should continue.

Transit Ambassador: Collective Bargaining Agreement



Regular Board Meeting
June 26, 2025



Transit Ambassadors – Collective Bargaining Agreement



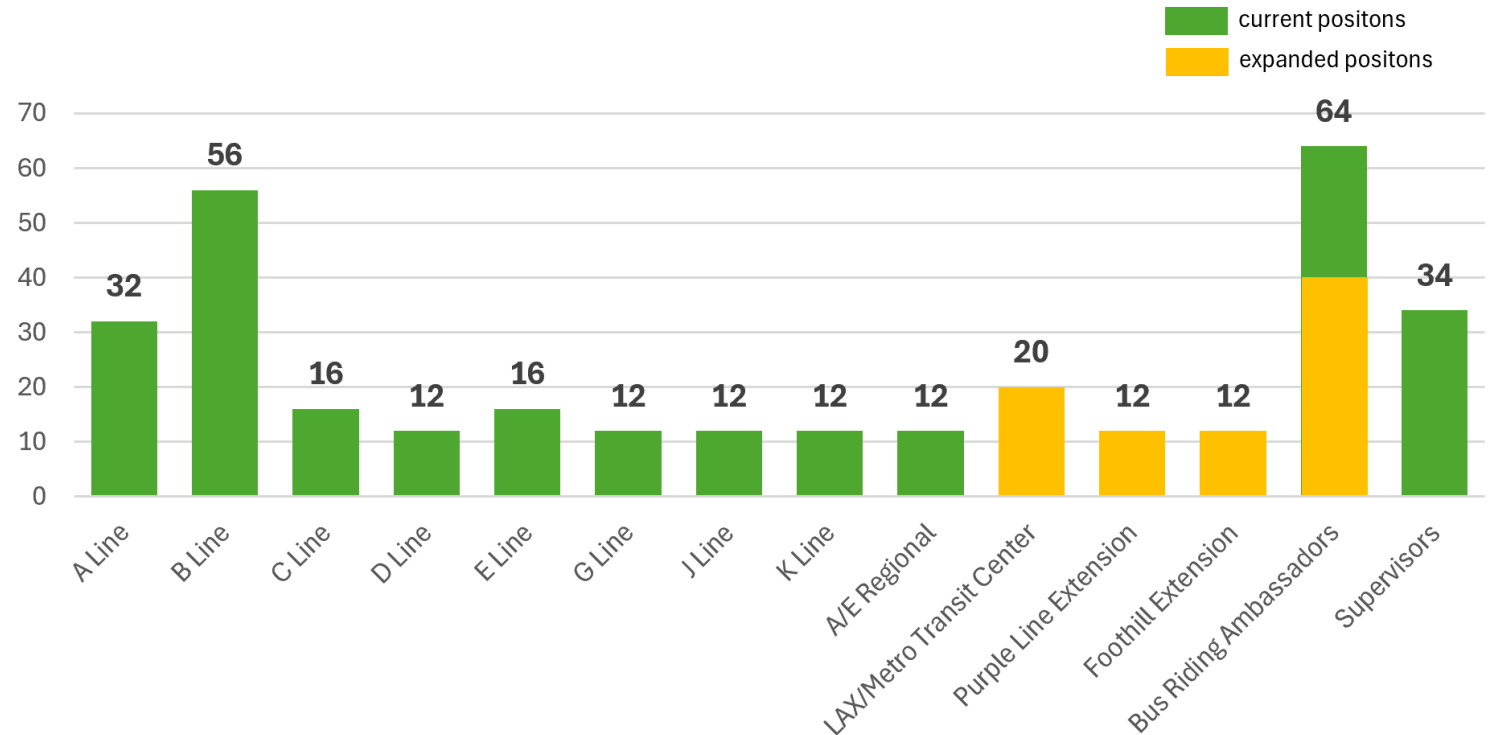
- On May 15, 2025: Metro reached a tentative agreement with the International Brotherhood of Teamsters Union (Teamsters) for a new collective bargaining agreement for the Transit Ambassador job classification
- On June 18, 2025: Approximately 67% of the Teamsters membership who were present voted to ratify the tentative agreement which includes:
 - Four-year term through June 30, 2029
 - \$26 top hourly rate for FY26 and benefits as part of Metro's comprehensive compensation package
 - 3.2% average annual wage increases over the life of the contract
 - 0.25% annual quarterly wage adjustments for the last 3 quarters of FY29

Transit Ambassadors – In House Transition and Expansion

Approval for positions:

- 309 current Ambassadors for all rail lines, J and G lines and 4 local bus lines
- **NEW:** 79 Ambassadors for LAX/MTC Transit Center, A (Foothill) Line to Pomona Extension, D (Purple) Line extension and to expand bus riding coverage to six high priority lines
- **NEW:** 2 additional program management FTEs to support in-house program and expansion
- 49 Ambassador Supervisors

Metro Ambassadors by Line
322 Deployed Daily



Staff Recommendation

AUTHORIZE the Chief Executive Officer to:

- A. EXECUTE a new collective bargaining agreement with the International Brotherhood of Teamsters Union (Teamsters) for the Transit Ambassador job classification effective July 1, 2025;
- B. AMEND the FY26 Budget in the amount of \$11.8 million for the implementation of the new wages and benefits for the approval of the final collective bargaining agreement;
- C. ADD 388 contract positions (Teamsters) comprised of 309 Transit Ambassador Program staff who are currently in the field, and 79 new Transit Ambassadors to continue and expand the visible presence and in-person support across the Metro transit system and at the new Metro/LAX Transit Center, Foothill Extension and Purple Line Extension and additional high priority bus routes;
- D. ADD 49 non-contract positions for the Transit Ambassador Program for Supervisors to oversee Ambassador staff in the field. These employees will be represented by AFSCME Local 3634 upon ratification and Board approval of an agreement with the union; and
- E. ADD 2 non-contract positions to oversee expanded day to day operations, staff training, reporting and customer experience improvements related to the Transit Ambassador Program.

Next Steps



- Amend the FY26 Budget to implement the new Collective Bargaining Agreement (Teamsters)
- Transition Ambassador staff in-house:
 - Ambassador staff in good standing will begin full transition from contract positions to Metro employment beginning July 1, 2025
- Continue to negotiate with AFSCME regarding Ambassador Supervisors
- Hire for Ambassador expansion positions



Metro

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

Board Report

File #: 2025-0537, **File Type:** Minutes

Agenda Number: 2.

**REGULAR BOARD MEETING
JUNE 26, 2025**

SUBJECT: MINUTES

RECOMMENDATION

APPROVE Minutes of the Regular Board Meeting held May 22, 2025.

From: [REDACTED]
To: [Board Clerk](#)
Subject: May 14. Item #8: Water Taxi Service between San Pedro and Long Beach.
Date: Wednesday, May 14, 2025 10:17:15 AM
Attachments: [image001.png](#)

As President of the San Pedro Business Improvement District, which encompasses the historic downtown of San Pedro and the coastline, we applaud the recommendation of Supervisor Hahn for a feasibility study re a water taxi. There is hope that this would lead to full time service post LA2028. Workers commute from the South Bay to the Long Beach area every day and visa versa. This would increase mobility, reduce congestion and foster economic development in both the harbor area and Long Beach. Thank you!



May 15, 2025

Ad Hoc 2028 Olympic & Paralympic Games Committee
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
3rd Floor Board Room
Los Angeles, CA 90012

Dear Board Members of the Ad Hoc 2028 Olympic & Paralympic Games Committee,

As Councilwoman of Long Beach's Fifth District, and Chair of the City's Mobility, Ports, & Infrastructure Committee, I am writing to express my support for the Motion brought forth by Chair Hahn and her colleagues, Directors Bass, Dutra, Dupont-Walker, and Butts, to pursue the feasibility of a Water Taxi Service to connect San Pedro and Long Beach. Connecting these two thriving and distinct waterfront cities will improve access across our region while showing our collective commitment to push for creative and innovative transit solutions.

Especially as we prepare for the upcoming 2028 Olympic & Paralympic Games, for which Long Beach will host 11 events, improving regional access is crucial, as is taking traffic congestion and environmental impacts of increased travel across the area into consideration. I support the push for this creative solution that could provide a regional mobility option that does not contribute to, and may even reduce, traffic congestion, while offering a fun experience to customers and providing opportunities for a new form of activation for local businesses and venues at each stop. While LA28 is an important pretext for this conversation, I hope the feasibility of this project is considered beyond the upcoming Games, to provide a unique form of connectivity for our large and diverse region for travelers, tourists, and locals alike.

I thank Chair Hahn and the entire Metro Board for consideration of this item, and I extend my support. I look forward to seeing how this regional water taxi project could come to life in time for the 2028 Olympics.

Sincerely,



Megan Kerr
Councilwoman, 5th District



Subject: Item 10- Improve the Rail to River Segment B Proposed Project

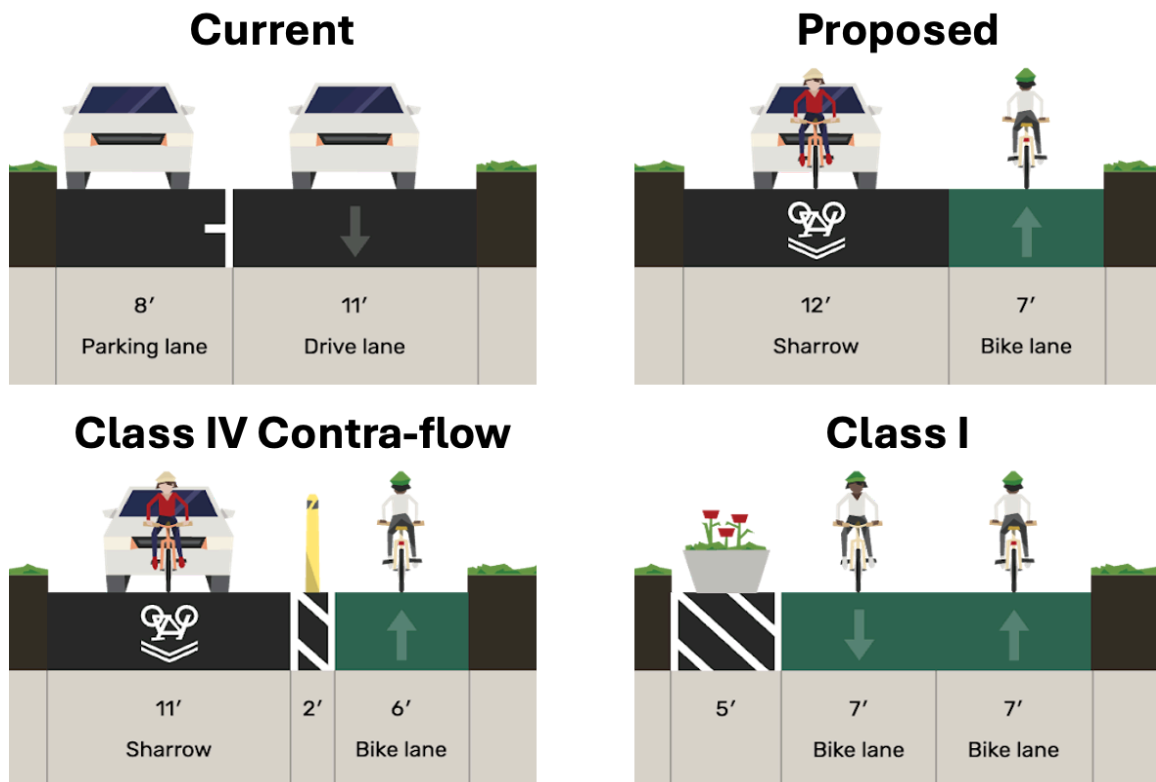
Dear LA Metro Board,

The Rail to River Active Transportation Corridor Project is a vital local and regional mobility project. Unfortunately, the currently proposed upgrades for Segment B are completely unacceptable, failing to meet guidelines for all ages and abilities bicycle facilities. However, the project can be easily improved within the proposed project footprint, with equal vehicular parking and travel lanes and minimal added cost. Staff needs to work with the partner local agencies and return to the Board with an improved all-ages and abilities project proposal. This is a key project for linking high quality regional bike facilities, and it is essential that it is built in the lowest-stress/highest-safety form possible. Below I outline the feasibility of these improvements:

Slauson to Holmes:

An unprotected contra-flow bike lane on a curve is a recipe for disaster. At a bare minimum, the contra-flow lane needs to have physical protection. More ideally, Metro and local agencies should consider closing this section of Randolph to vehicles, as there is little to no access from Randolph that cannot be compensated for with access from Holmes or Slauson. This is a true all ages and abilities facility.

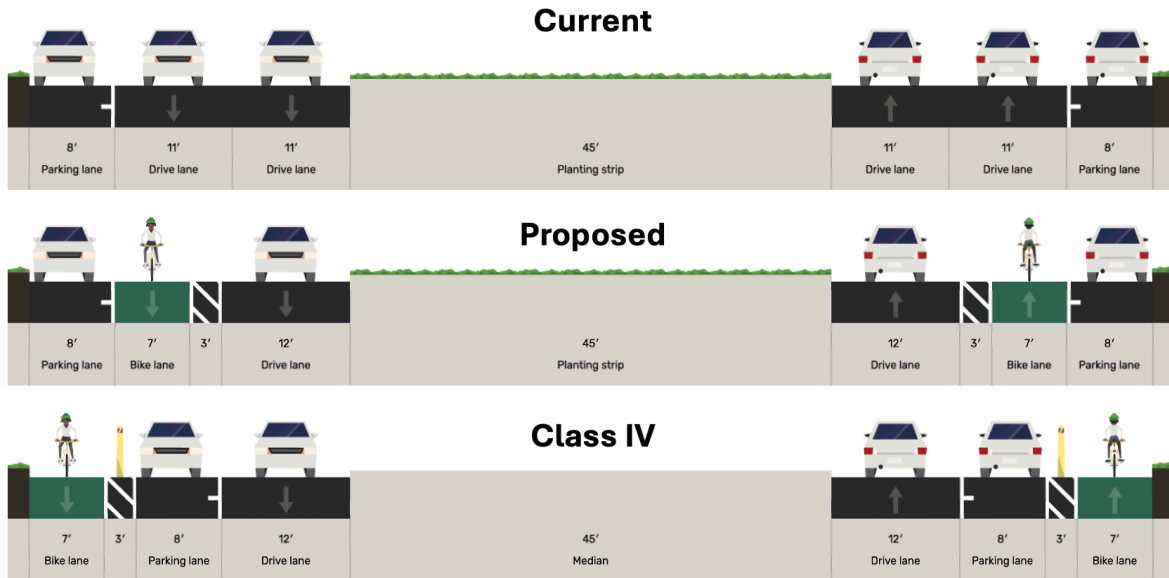
Slauson to Holmes



Holmes to State:

A 7' class II lane + 3' buffer is proposed, when a class IV facility would easily fit in the same space and maintain parking. This is an easy upgrade that will massively increase comfort, safety, and ultimately usefulness. The cost difference is minimal, as quick-build materials like K-71 bollards can be used.

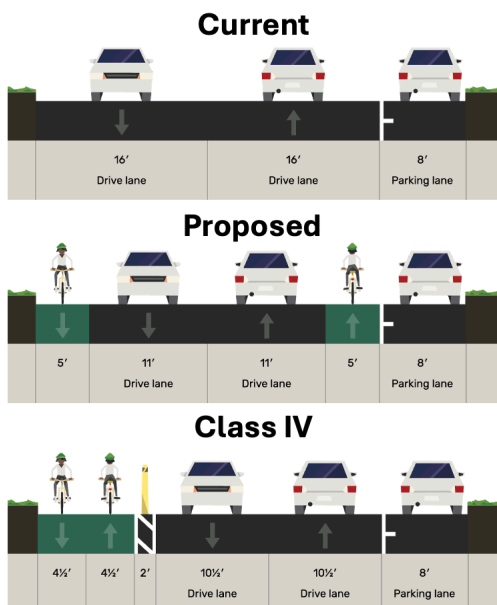
Holmes to State



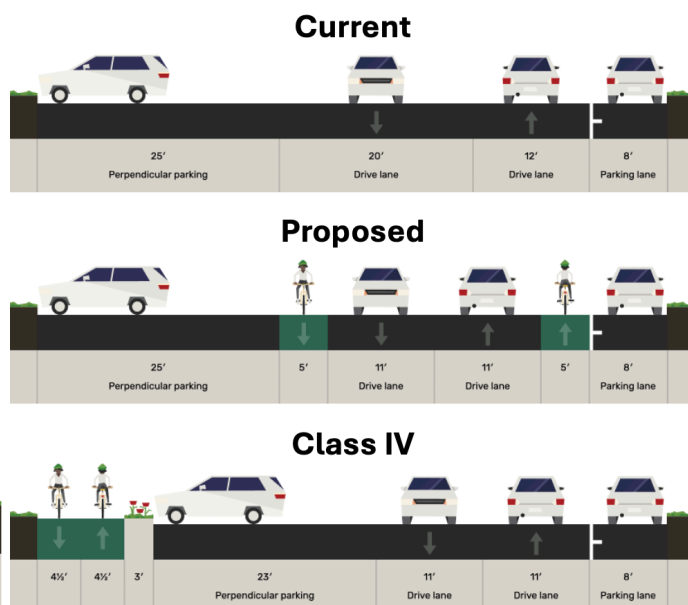
State to LA River:

The current proposals of parking adjacent 5' class II lanes are completely unacceptable. The northern curb of Randolph has limited conflicts compared to the southern curb, and all are signal or stop-controlled. This is ideal for a two-way class IV cycletrack, which can fit within the same total footprint of one-way unprotected lanes. In addition to being an all ages and abilities facility, this improves the connection to the LA River Path ramp by avoiding the need for eastbound cyclists to cross the street. Additionally, the one-way to two-way class IV transition can easily be done at State St via a two-stage turn for eastbound cyclists at the signalized intersection.

State to LA River



Clarkson to Prospect

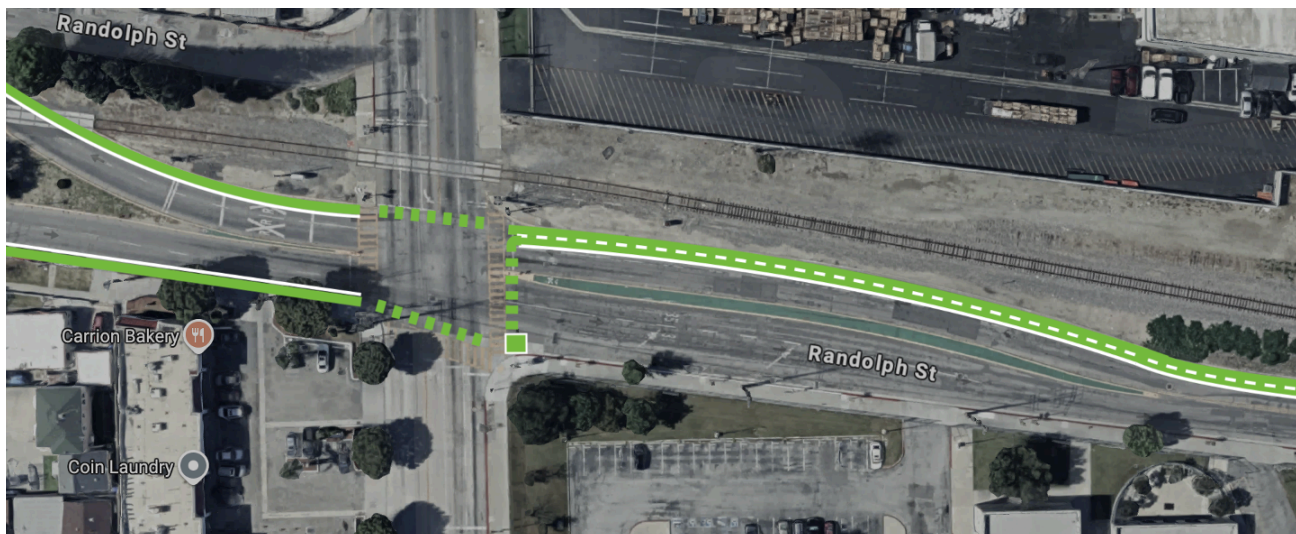


In the short segment where perpendicular parking is permitted on the northern curb of Randolph from Clarkson to Prospect, there is adequate space to continue the class IV lane around the parking. If need be, the perpendicular parking can be converted to diagonal parking. In either perpendicular or diagonal configuration, the majority of parking is maintained, and safety for all road users is improved by limiting vehicle turning movements across traffic and bicycle lanes to access the parking.

Clarkson to Prospect Perpendicular Parking Diversion



State St One-way to Two-way Cycle Track Transition



Please consider voting against this item and directing staff to work with the partner local agencies to return with an improved all-ages and abilities project proposal.

Sincerely,
Connor Webb



COMMUNITIES
FOR A BETTER
ENVIRONMENT
established 1978

act·LA
Housing Jobs & Transit for All

LOS
ANGELES
WALKS



VIA EMAIL

May 21, 2025

RE: Rail to River Segment B Project

We write on behalf of our organizations asking you to advocate for the safety of children, seniors, families and other users of the public right-of-way on Randolph Street as you work with the Los Angeles Metro to complete the Rail to River Segment B Project.

We are pleased that Metro is moving forward with Segment B through Florence/Firestone, Huntington Park, Vernon, Bell, and Maywood along Randolph with a connection to the LA River Bike Path and into Commerce and beyond. You have worked to prioritize transit-dependent residents in your districts, including some of the highest number of bus shelters in LA County, providing shade and respite for your residents. We write to express concerns with the implementation of the Rail to River Segment B project:

1. There are three sections that will force walkers, runners, cyclists, and children into the right-of-way with automobiles and traffic—creating deadly stretches of road for vulnerable residents. These sections include: Slauson to Holmes in Unincorporated L.A. County, the section Holmes to State St in Huntington Park, and State St to LA River section in the City of Bell. We ask that these sections be reconfigured—either by removing parking or taking alternative approaches to “sharrows.” A major concern is that current designs may violate [Senate Bill 1216](#) (Blakespear), which prohibits the installation of Class III bikeways (sharrows) on streets with speed limits over 30 miles per hour.
2. We believe consistent wayfinding between the Rail to River Segment A and B Projects, the Randolph Corridor Active Transportation Project, and the River Bike Path to Long Beach is vital. Ensuring that walkers, cyclists, runners, and others know that this infrastructure connects your city with the broader region—from Inglewood to Long

Beach—is vital for regional transportation networks and ease of wayfinding. We ask that the regional entity, Metro, provide this consistent wayfinding with signage.

3. We work together to identify funding for a bridge crossing that connects the Randolph Corridor over the LA River and 710 Freeway so that residents of Commerce and beyond can connect with this bike path.

We appreciate the work that LA Metro and your City has put into the proposed Rail to River Segment B project plan. In efforts to also maintain the Rail to River Segment A project's safety and continuity, we ask that your City improve the intersections to create a seamless and safe experience for pedestrians and cyclists.

Sincerely,
Eli Lipmen, Executive Director
Move LA

Dilia Ortega, Southern California Program Director
Communities for a Better Environment

Kalayaan Mendoza, Senior Mobility Justice Organizer
People for Mobility Justice

Marissa Ayala, Policy & Advocacy Manager
ACT-LA

Alex Ramirez, Executive Director
Los Angeles Walks

Yvette Zea, Founder & Community Organizer
Pico Women Bicycle Club

Christian Vasquez, Community Organization
SELA Bicycle Center

Brett Slaughenhaupt, Director of LA County Advocacy
Streets Are For Everyone

Community Letter in Opposition to Item 15: Stop Diverting Equity Investments from Western/Slauson

Metro Planning & Programming Committee | May 14, 2025 | File #: 2025-0376

To:

Jacquelyn Dupont-Walker, Chair
Hilda Solis, Vice Chair
Lindsey Horvath, Member
Holly J. Mitchell, Member
Ara J. Najarian, Member
Gloria Roberts, Non-voting Member
Stephanie Wiggins, CEO

Subject: Vote NO on Item 15 — Protect Western/Slauson MAT Investments from Olympic-Driven Reprogramming

Dear Committee Members,

This Committee is being asked to approve a proposal that, if passed, will have lasting and harmful consequences for South Los Angeles communities.

Item 15 (File #: 2025-0376) proposes reallocating \$3.3 million in Measure M Metro Active Transportation (MAT) funds from the Western/Slauson First/Last Mile Improvements Project to the Destination Crenshaw project.

This is not just a budgetary adjustment. It is a decision that strikes at the heart of Metro's commitments to equity, community-driven investment, and public accountability.

Vision 2028 outlines a commitment to “[enhance communities and lives through mobility and access to opportunity]” and promises “*responsive, accountable, and trustworthy governance*.” This motion contradicts those values. The people of South LA are not being heard, and this action feels like a top-down decision that prioritizes visibility and aesthetics over actual safety and mobility needs.

We are urging you to **vote NO on Item 15**.

This is Not the First — It is a Pattern of Disinvestment

Western/Slauson is not merely a line on a map. It represents a frontline community long burdened by systemic neglect and exclusion from public investment.

This is not the first-time equity-committed funds for this community have been quietly redirected:

- **LADOT and the City have already reprogrammed \$1.5 million in EV car share program funds**—originally designated as leverage for South LA TCC projects.
- Now, they seek to divert another \$3.3 million from Western/Slauson MAT investments, of which \$1.7 million is programmed for the South Eco-Lab as leveraged funding.
- \$1.5 million of the \$1.7 million is slated for construction costs. Without this critical funding, roughly 50% of construction dollars will be taken away from this critical project.
- While the City states that they are committed to finding additional funding to recoup the dollars for Western/Slauson, there is no guarantee that commitment will be upheld. **Why not make that commitment to Destination Crenshaw?** If both projects have the same timeline.

Each of these actions chips away at the integrity of public promises made to these neighborhoods. This is not coincidence. It is a pattern.

Western/Slauson First-Last Mile

The Western/Slauson First-Last Mile project is 1 of 11 projects part of the South LA Eco-Lab, which received a Transformative Climate Communities (TCC) Grant by the Strategic Growth Council (SGC) in 2022. The project is a crucial investment into the South LA community, building on projects including Western Our Way and Rail to Rail.

The **deadline for the Western/Slauson First-Last Mile is June 2028**, the same deadline of 2028 written out in the Board Report for Destination Crenshaw. Why are two projects being pitted against each other when they both have the same urgency in deadline?

The intersection of Slauson Avenue and Western Avenue in South Los Angeles is among the most hazardous for pedestrians and transit users in Los Angeles County.

- Severe pedestrian injuries occur within ½ mile of rail in South LA. In the first seven months of 2020, **there were 22 collisions at or near this intersection**, making it **the most collision-prone intersection** in Los Angeles during that timeframe.
- The intersection is served by multiple public transportation options, including Metro Local Lines 108 and 207, and DASH services, indicating a high volume of pedestrian and transit activity.
- **Western Avenue**, including the segment at **Slauson**, is part of Los Angeles' "**High Injury Network**," which comprises 6% of city streets but accounts for about **70% of pedestrian injuries and fatalities**.

Metro Has Already Fully Supported Destination Crenshaw

Destination Crenshaw has been and continues to be an important community project. But facts matter:

- In 2019, **Metro allocated \$15 million to Destination Crenshaw**.
- In 2022, **Metro transferred three properties, valued at \$1.075 million, to the City at no cost** to support the project.
- These were appropriate and generous investments.

But to now fund Destination Crenshaw by pulling resources from another critical South LA project — Western/Slauson — is inequitable and unacceptable.

Redirecting these funds to Crenshaw Boulevard violates both the intent and the process of the Measure M Active Transportation Program. The **Western/Slauson project was selected through a competitive, equity-based ranking model in 2021 that emphasized socioeconomic and environmental disadvantage**. Crenshaw, while also deserving of investment, *was not* an eligible project location at that time, and this reallocation skirts the competitive process the Board itself approved.

Olympics Are Driving Displacement — Not Equity

The justification for this reallocation is telling:

The Board Report mentions five separate times that this reprogramming is needed to deliver a “high-visibility project in advance of the 2028 Olympic Games.”

- At a time when federal, state, and local budgets face mounting deficits, it is more critical than ever to maintain—and expand—investments in transit equity. For communities like South Los Angeles, access to reliable and safe transit infrastructure

is not a luxury but a lifeline that connects residents to jobs, education, healthcare, and opportunity; divesting now would deepen historic inequities and undermine long-term economic and climate resilience. The Olympics are not being organized to serve the working-class residents of South LA.

- Historically, mega-events like this accelerate **gentrification, displacement, and speculative development**, disproportionately harming Black and Brown communities.

It is offensive to reframe a global tourist event as an “equity need” while robbing resources from the very communities Metro claims to uplift.

This is a Test of Leadership, Integrity, and Public Trust

Approving this reallocation would:

- Undermine Metro’s credibility with state agencies relying on Metro to uphold TCC commitments.
- Signal that community-driven, equity-focused processes can be bypassed when political timelines — like the Olympics — demand it.
- Reinforce the belief that public input is optional and equity is negotiable.

Rejecting this reallocation would demonstrate true leadership:

- It would uphold Measure M’s equity commitments.
- It would protect a historically disinvested corridor that has waited far too long.
- It would affirm that **Metro will not allow Olympic deadlines to override community priorities.**

Our Request:

We respectfully ask this Committee to:

1. **Vote NO on Item 15 (File #: 2025-0376).**
2. Direct LADOT and the City to develop a report identifying **alternative funding sources for Destination Crenshaw’s First/Last Mile improvements.**
3. Ensure that the **Western/Slauson First/Last Mile Improvements Project is fully funded and delivered on time as promised.**
4. Reaffirm Metro’s standing as a trusted partner to state agencies, South LA communities, and the public at large.

Conclusion:

This decision is about more than a line item. It is about whether South LA's communities can trust that when Metro makes a promise — it will keep it.

The people are watching. So is the state. We urge you to **choose integrity, equity, and leadership. Vote NO on Item 15.**

Respectfully,

Tenemos que Reclamar y Unidos Salvar la Tierra (T.R.U.S.T.) South LA



Strategic Concepts in Organizing and Policy Education (SCOPE)



People for Mobility Justice (PMJ)

Kalayaan Mendoza, Senior Mobility Justice Organizer





Yolanda Davis-Overstreet

**Biking While Black, Founder
Yolanda Davis-Overstreet Consulting**

yDavisOverstreet@gmail.com

May 14, 2025

Clerk of the Board

Los Angeles County Metropolitan Transportation Authority (Metro)
One Gateway Plaza
Los Angeles, CA 90012

RE: Opposition to Item 15 (File #: 2025-0376) – Reallocation of \$3.3M in MAT Funds from Western/Slauson First/Last Mile to Destination Crenshaw

Dear LA Metro Board Members and Clerk of the Board,

I am writing in strong opposition to Item 15 (File #: 2025-0376), which proposes reallocating \$3.3 million in Measure M Metro Active Transportation (MAT) funds from the Western/Slauson First/Last Mile Improvements Project to the Destination Crenshaw project.

While I support the cultural and artistic importance of Destination Crenshaw, this proposal deeply concerns me. It pits two historically disinvested South Los Angeles communities against one another in a way that feels both harmful and avoidable. Both communities are in urgent need of long-overdue infrastructure improvements—access to safe, reliable, and culturally resonant active transportation should not be a zero-sum game.

I have worked directly on the [Western/Slauson First/Last Mile Project](#) as a consultant and community partner. I have seen firsthand the depth of commitment, integrity, and care that this team has invested. This includes Metro's First/Last Mile Planning group, Los Angeles City Council District 8 (Office of Councilmember Marqueece Harris-Dawson), StreetsLA, LADOT, and an array of experienced consultants including Deborah Murphy Urban Design + Planning, Cityworks Design, Fehr & Peers, and KPFF—alongside my own firm, Yolanda Davis-Overstreet Consulting.



Together, we have developed a plan centered on pedestrian and bicycle safety, focused within a critical ½-mile radius around the intersection of Western Avenue and Slauson Avenue. The initiative represents more than just a list of capital improvements—it’s a blueprint for transforming how people move through, experience, and thrive in this corridor.

To strip away these hard-fought resources and reassign them elsewhere—no matter how worthy the destination—sends a chilling message about Metro’s commitments to public accountability, equity, and community-led planning. Vision 2028 speaks to “enhancing communities and lives through mobility and access to opportunity” and insists on “responsive, accountable, and trustworthy governance.” Yet this proposal flies in the face of those commitments.

This is not merely a budget adjustment. It is a decision that would undermine years of intentional collaboration, planning, and advocacy by a multi-agency, community-grounded team, and it risks further eroding public trust in Metro’s processes and priorities.

I urge the Metro Board to vote **NO** on Item 15. Do not abandon one community’s long-awaited path to mobility justice in the name of another. We deserve a system that does not force our communities to compete for safety, dignity, and infrastructure investment.

Sincerely,

A handwritten signature in black ink, reading 'Yolanda Davis-Overstreet'. The signature is fluid and cursive, with a long, sweeping underline that extends to the left.

Yolanda Davis-Overstreet

Biking While Black, Founder

Yolanda Davis-Overstreet Consulting

From: [REDACTED]
To: [Board Clerk](#)
Subject: Vote NO on Item#15 Metro Planning & Programming Committee | May 14, 2025 | File #: 2025-0376
Date: Tuesday, May 13, 2025 7:55:02 PM

Hello,

My name is Vanesa, and I'm a resident of Council District 8 and South LA.

I want to voice my strong opposition to reallocating funds from the Western/Slauson First-Last Mile project to Destination Crenshaw.

Western and Slauson is one of LA's most dangerous intersections. The community was promised safety improvements that are desperately needed. Reallocating these funds ignores that urgent need and undermines the very purpose of the Measure M MAT program, which prioritized projects based on equity and safety.

Meanwhile, Destination Crenshaw has already received over \$15 million in Metro support and three properties transferred at no cost. Why can't the commitment to find additional funding be given to Destination Crenshaw? There is no guarantee this project will receive the SCAG dollars. The South LA Eco-Lab partners and community members were also not engaged about potential solutions. Is this how you build trust with the community? By blindsiding them?

In your own board report, you mention the Olympics 5 times. You are putting the Olympics above a deeply needed project in a much more disinvested area.

This reallocation contradicts Metro's own Vision 2028 goals of equitable mobility and accountable governance. As a resident of South LA and constituent of CD8, I'm deeply disappointed in the entertainment of this motion. Our voices matter, and we are not being heard.

Please vote no on this motion. Keep the commitment to Western/Slauson and to the people who live there. Hold yourselves accountable. Thank you.

From: [REDACTED]
To: [Board Clerk](#)
Subject: Item #18 - Item Needs More Consideration - May 22 2025 BOD Meeting
Date: Saturday, May 17, 2025 12:33:49 PM

Hello LA Metro, my is [REDACTED], I'm a resident of Downey and I use LA Metro to go to work. I know that the LA Metro Board Members don't respond to questions, but I still wanted to ask the Board Members to keep these questions in mind as it's approving this budget.

1) The bus revenue service hours for the last budget was about 7.15 million hrs, but for this year's budget it's about 7.13 million (page: 52), which is a decrease of about 0.38%. My question is shouldn't LA Metro be increasing the bus RSH, not just to fulfill LA Metro's remaining NextGen plans, but especially to prepare for the 2028 Olympics?

2) On page 13 of the budget, why is the Mental Health Intervention Team having a decrease of 65.7%, especially if they're important in handling mental health crisis events on buses & trains? And since the Transit Community Public Safety Department won't be ready for years to come, won't this cut make LA Metro less safe & secure? Also is the TCPSD going to have a Mental Health Intervention Team division that's separate from the police? Because if not, I'm worried if police officers are going to be tasked with doing the Mental Health Interventions as it's a specialized field (with no guns involved) and should be handled by trained Mental Health professionals, not police officers.

3) On page 52, the Farebox recovery ratio decreased from 7.6% to 7.2% (a 0.4% drop). So what caused the decrease (even though ridership has been increasing year over year)? Is it an unintended consequence of having taller fare gates & TAP-to-Exit because train fare evader riders may be moving to buses? Or is there another reason LA Metro has? Note: Please remember that fares only makeup \$175 million in revenue (which is 1.94%) out of the \$9 billion. So if taller fare gates and TAP-to-Exit (which has already cost LA Metro multi-million dollars) is reducing the amount of revenue/funds LA Metro is receiving, then using Director Mayor James Butts' own logic, LA Metro should stop burning LA Metro's funds so that LA Metro can prepare for the FY2028 budget shortfall. And this Farebox recovery ratio is likely to continue decreasing in the coming years if more taller fares gates & TAP-to-Exit are enacted throughout more train stations.

4) The LIFE program currently has about 415,000 enrolled participants. But how many of those participants are considered active? Because last year, LA Metro reported that while the LIFE program had 335,000 enrolled participants, only 53,600 were active users (which is just 16%). Another question is when is the LIFE program going to move to Unlimited TAPs instead of the restrictive 10 round trips per a month? Because as mentioned in the same report, 13% of users immediately drop off as soon as the 90-day unlimited LIFE pass ends and users have to start manually renewing their 20 trips each month.

5) When is All-Door Boarding going to be ready? On page 70, it lists All-Door Boarding with \$0 cost. And yet when I board buses, many of the TAP validators in the back of the bus are not working. LA Metro used to say it was supposed to be ready by January of this year. But it's already May 2025 and All-Door Boarding is still not ready yet.

6) While Fare Capping has resulted in 1.4 million free/partial rides for the first half of 2025 Fiscal Year (page: 16), it has only resulted in about 7650 rides per a day. And since there is an average of 1 million rides per day, that means only 0.77% of rides (less than 1%) are benefiting from Fare Capping. So to make Fare Capping more equitable to riders who have to pay, wouldn't it make more sense to lower the Fare Capping amount from \$5 a day & \$18 a week to a more realistic amount that riders can reach (examples: \$3.50 day & \$15 a week)?

Thank you so much for taking the time to read my questions. Wishing everyone all the best for another year of LA Metro :)

Sincerely,

[REDACTED]

From: [REDACTED]
To: [Board Clerk](#)
Subject: Public Comment 5/22/2025
Date: Wednesday, May 21, 2025 4:00:23 PM

This is my public comment for the 5/22/2025 Metro Board Meeting.

I strongly oppose the budget that is being proposed. Instead of giving so much money to policing and to adding loud music, bright lights, and extra barricades at stations, you should invest that money instead into increased and more reliable service, additional service and construction projects for new bus and rail lines, and into improved and expanded ambassador and homelessness outreach programs. You should remove cops from Metro and cancel the plans to create your own police department. The appointment of your chief, Bill Thomas, has received no public hearing where people actually knew that was who your pick was, so that people could provide their thoughts on him specifically. He has a history of not doing anything about racism and corruption in the San Francisco Police Department. He should not be appointed. You won't even enforce your contract with the LAPD and stop them from conducting fare checks that their contract does not permit them to do, putting riders in increased danger of police violence. Please reject the budget proposal and create one focused on increasing and improving service and on fareless transit, not on policing and violence.



CITY OF BEVERLY HILLS

455 NORTH REXFORD DRIVE ▪ BEVERLY HILLS, CALIFORNIA 90210

Sharona R. Nazarian, PsyD
Mayor

May 21, 2025

Metro Board Administration
One Gateway Plaza
Los Angeles, CA 90012
Email: BoardClerk@metro.net

Re: Agenda Item #21 (Consent Calendar) – Support for Naming the City of Beverly Hills station on Metro Rail's Purple (D Line) Extension Section 2 as "Beverly Dr" Station

Dear Chair and Members of the Metro Board,

On behalf of the City of Beverly Hills, I am writing to express our support for naming the Section 2 Purple (D Line) Extension station, located beneath Wilshire Boulevard between Beverly Drive and Cañon Drive, as "Beverly Dr" Station.

Metro's final proposed name, "Beverly Dr", aligns with the Memorandum of Agreement between Metro and the City of Beverly Hills, which requires City Council consent to name any Metro rail or subway station within the City. Furthermore, "Beverly Dr" is consistent with Metro's station naming policy by emphasizing geographic relevance and local recognition.

We respectfully recommend the Metro Board to adopt "Beverly Dr" Station as the official name for the Section 2 station within the City of Beverly Hills at your upcoming meeting on May 22, 2025.

Thank you for your consideration.

Sincerely,

Sharona R. Nazarian, PsyD
Mayor
City of Beverly Hills

cc: Beverly Hills City Council



Wednesday, May 14, 2025

Board Administration
One Gateway Plaza
MS: 99-3-1
Los Angeles, CA 90012

RE: FOR Item# 2025-0175

On behalf of the Rodeo Drive Committee the following written public comment should be submitted for official record: The Rodeo Drive Committee supports item# 2025-0175, FOR the adoption of the official and operational station name for the City of Beverly Hills station on Metro Rail's Purple (D Line) Extension Section 2 recommended name of "Beverly Dr".

Sincerely,

Kay Monica Rose
President
Rodeo Drive Committee



Thursday, May 22, 2025

Board Administration
One Gateway Plaza
MS: 99-3-1
Los Angeles, CA 90012
RE: FOR Agenda Item #21 under the Consent Calendar

On behalf of Beverly Wilshire, A Four Seasons Hotel the following written public comment should be submitted for official record: Beverly Wilshire, A Four Seasons Hotel supports Agenda Item #21 under the Consent Calendar, FOR the adoption of the official and operational station name for the City of Beverly Hills station on Metro Rail's Purple (D Line) Extension Section 2 recommendation of "Beverly Dr".

Sincerely,

A handwritten signature in black ink that reads 'Reed Kandalaft'.

Reed Kandalaft
Regional Vice President and General Manager
Beverly Wilshire, A Four Seasons Hotel

CHRISTOPHER G. WASHINGTON
CGW@CALEDLAW.COM

May 16, 2025

VIA E-MAIL [BoardClerk@metro.net]

Collette Langston, Board Clerk
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, MS: 99-3-1
Los Angeles, CA 90012

Re: May 22, 2025 – Los Angeles County Metropolitan Transportation Authority Public Hearing considering adoption of Resolution of Necessity
East San Fernando Valley Light Rail Transit Project
Site Address: 14523-14533 Keswick Street, Van Nuys, CA 91405
Assessor's Parcel No.: 2210-030-007, -008, -030 and -031
Tenant/Business Owner: Philip Ventura/ AVM Auto Body Corporation, Unit 6

To The Honorable Clerk and Board of Directors:

We have been retained as eminent domain counsel for Philip Ventura/ AVM Auto Body Corporation ("AVM"), with respect to the Los Angeles County Metropolitan Transportation Authority's ("Metro") proposed acquisition by eminent domain of the above-referenced property ("Subject Property") and displacement of the business for the East San Fernando Valley Light Rail Transit Project ("Project"). AVM is a long-time tenant at the Subject Property where it operates its auto body repair business.

AVM respectfully objects to the Metro's consideration of adopting the above-referenced Resolution of Necessity and requests the opportunity to be heard at the public hearing on May 22, 2025.

AVM hereby objects to the adoption of the proposed Resolution of Necessity on, without limitation, the following grounds:

**CONSIDERATION OF THE PROPOSED RESOLUTION OF
NECESSITY IS PREMATURE BECAUSE METRO FAILED TO
PROPERLY IDENTIFY AND DESCRIBE THE PROPERTY TO BE
TAKEN AND HAS FAILED TO MAKE A LEGALLY SUFFICIENT
OFFER AS REQUIRED BY CAL. CODE OF CIV. PROC. §
1245.230(b) and (c)(4) and CAL. GOVT. CODE 7267.2, ET SEQ.**

Metro failed to accurately and properly identify and describe AVM's rights, title and interests in the Property, including all improvements. Because of this deficiency, Metro has not made a legally sufficient offer as it failed to appraise substantial improvements constructed, installed and owned by AVM. These missing improvements include, without limitation, substantial alterations and utility installations to the unit it occupies which includes, among other things, the paint booth and associated ventilation, electrical, the installation of flooring and lighting, and other leasehold improvements. Thus, Metro has failed to properly identify and describe the property interests to be acquired as required by Cal. Code of Civ. Proc. §1245.230(b).

Accordingly, Metro's initial offer of compensation fails to meet the legal requirements of "just compensation" to which AVM is entitled to for the acquisition of improvements pertaining to the realty within the Subject Property that Metro seeks to acquire. AVM is entitled to "just compensation" that reflects the fair market value of the improvements as defined by Cal. Code of Civ. Proc. §1263.210. Thus, Metro has not made an offer that complies with California Government Code §7267.2, so consideration of a Resolution of Necessity at this time is premature. Thus, the Board cannot make findings required by Cal. Code of Civ. Proc. §1245.230(c)(4).

Because Metro failed to make an offer to AVM for all of its improvements pertaining to the realty as required by Cal. Govt. Code 7627.2 and Cal. Code of Civ. Proc. §1245.230(c)(4), consideration of the proposed Resolution of Necessity is premature. The eminent domain law clearly requires that before a Resolution of Necessity can be adopted, an offer must be made representing fair compensation. Here, Metro's offer is deficient. Thus, Metro cannot proceed with adopting a Resolution of Necessity.

For the foregoing reasons, among others, AVM respectfully objects to Metro's consideration of adoption of the proposed Resolution of Necessity on May 22, 2025.

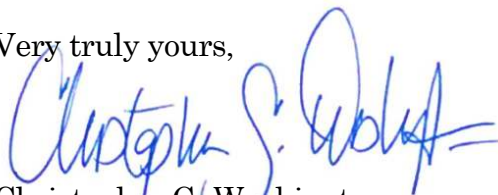
Los Angeles County Metropolitan Transportation Authority
Board Clerk
May 16, 2025
Page 3 of 3

The evidence presented herein clearly shows that Metro cannot establish that it meets the elements required to satisfy §§1245.230(b) and 1245.230(c)(4) of the California Code of Civil Procedure as Metro failed to properly identify and describe the property interest to be acquired and make a legally sufficient offer of just compensation and other interests to AVM for the improvements pertaining to the realty to which AVM is entitled to. Thus, under Cal. Code of Civ. Proc. §1245.220, Metro cannot proceed with an eminent domain action without a properly adopted Resolution.

Accordingly, Metro's adoption of the proposed Resolution of Necessity is not justified or supported. Adoption of the Resolution of Necessity contrary to AVM's objections would constitute a gross abuse of discretion and would be arbitrary and capricious.

AVM requests the opportunity to appear before the Board of Directors with their counsel to be heard with respect to their objections to the proposed Resolution of Necessity. Please also ensure that this letter and accompanying documents are presented to the Board of Directors for consideration and included in the public record for this matter.

Very truly yours,



Christopher G. Washington
California Eminent Domain Law Group,
a Professional Corporation

cc: Philip Ventura/ AVM Auto Body Corporation (via email)

CHRISTOPHER G. WASHINGTON
CGW@CALEDLAW.COM

May 15, 2025

VIA E-MAIL [BoardClerk@metro.net]

Collette Langston, Board Clerk
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, MS: 99-3-1
Los Angeles, CA 90012

Re: May 22, 2025 – Los Angeles County Metropolitan Transportation Authority Public Hearing considering adoption of Resolution of Necessity
East San Fernando Valley Light Rail Transit Project
Site Address: 14523-14533 Keswick Street, Van Nuys, CA 91405
Assessor's Parcel No.: 2210-030-007, -008, -030 and -031
Tenant/Business Owner: Hamid Bahrami/Global Stone Trading, Inc., Unit 1 & 2

To The Honorable Clerk and Board of Directors:

We have been retained as eminent domain counsel for Hamid Bahrami/Global Stone Trading, Inc. ("Global Stone"), with respect to the Los Angeles County Metropolitan Transportation Authority's ("Metro") proposed acquisition by eminent domain of the above-referenced property ("Subject Property") and displacement of the business for the East San Fernando Valley Light Rail Transit Project ("Project"). Global Stone is a long-time tenant at the Subject Property where it operates its natural stone retail business and warehouse.

Global Stone respectfully objects to Metro's consideration of adopting the above-referenced Resolution of Necessity and requests the opportunity to be heard at the public hearing on May 22, 2025.

Global Stone hereby objects to the adoption of the proposed Resolution of Necessity on, without limitation, the following grounds:

**CONSIDERATION OF THE PROPOSED RESOLUTION OF
NECESSITY IS PREMATURE BECAUSE METRO FAILED TO
PROPERLY IDENTIFY AND DESCRIBE THE PROPERTY TO BE
TAKEN AND HAS FAILED TO MAKE A LEGALLY SUFFICIENT
OFFER AS REQUIRED BY CAL. CODE OF CIV. PROC. §
1245.230(b) and (c)(4) and CAL. GOVT. CODE 7267.2, ET SEQ.**

Metro failed to accurately and properly identify and describe Global Stone's rights, title and interests in the Property, including all improvements. Because of this deficiency, Metro has not made a legally sufficient offer as it failed to appraise substantial improvements constructed, installed and owned by Global Stone. These missing improvements include, without limitation, substantial alterations and utility installations to the unit it occupies which includes, among other things, the build-out of offices and showroom, construction of a mezzanine, and the installation of flooring and lighting, and other leasehold improvements. Thus, Metro has failed to properly identify and describe the property interests to be acquired as required by Cal. Code of Civ. Proc. §1245.230(b).

Accordingly, Metro's initial offer of compensation fails to meet the legal requirements of "just compensation" to which Global Stone is entitled to for the acquisition of improvements pertaining to the realty within the Subject Property that Metro seeks to acquire. Global Stone is entitled to "just compensation" that reflects the fair market value of the improvements as defined by Cal. Code of Civ. Proc. §1263.210. Thus, Metro has not made an offer that complies with California Government Code §7267.2, so consideration of a Resolution of Necessity at this time is premature. Thus, the Board cannot make findings required by Cal. Code of Civ. Proc. §1245.230(c)(4).

Because Metro failed to make an offer to Global Stone for all of its improvements pertaining to the realty as required by Cal. Govt. Code 7627.2 and Cal. Code of Civ. Proc. §1245.230(c)(4), consideration of the proposed Resolution of Necessity is premature. The eminent domain law clearly requires that before a Resolution of Necessity can be adopted, an offer must be made representing fair compensation. Here, Metro's offer is deficient. Thus, Metro cannot proceed with adopting a Resolution of Necessity.

Los Angeles County Metropolitan Transportation Authority
Board Clerk
May 16, 2025
Page 3 of 3

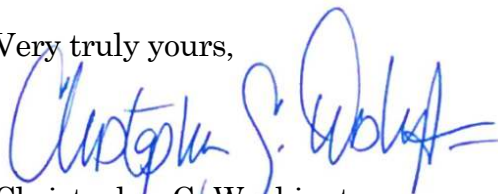
For the foregoing reasons, among others, Global Stone respectfully objects to Metro's consideration of adoption of the proposed Resolution of Necessity on May 22, 2025.

The evidence presented herein clearly shows that Metro cannot establish that it meets the elements required to satisfy §§1245.230(b) and 1245.230(c)(4) of the California Code of Civil Procedure as Metro failed to properly identify and describe the property interest to be acquired and make a legally sufficient offer of just compensation and other interests to Global Stone for the improvements pertaining to the realty to which Global Stone is entitled to. Thus, under Cal. Code of Civ. Proc. §1245.220, Metro cannot proceed with an eminent domain action without a properly adopted Resolution.

Accordingly, Metro's adoption of the proposed Resolution of Necessity is not justified or supported. Adoption of the Resolution of Necessity contrary to Global Stone's objections would constitute a gross abuse of discretion and would be arbitrary and capricious.

Global Stone requests the opportunity to appear before the Board of Directors with their counsel to be heard with respect to their objections to the proposed Resolution of Necessity. Please also ensure that this letter and accompanying documents are presented to the Board of Directors for consideration and included in the public record for this matter.

Very truly yours,



Christopher G. Washington
California Eminent Domain Law Group,
a Professional Corporation

cc: Hamid Bahrami/Global Stone Trading, Inc. (via email)

CHRISTOPHER G. WASHINGTON
CGW@CALEDLAW.COM

May 16, 2025

VIA E-MAIL [BoardClerk@metro.net]

Collette Langston, Board Clerk
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, MS: 99-3-1
Los Angeles, CA 90012

Re: May 22, 2025 – Los Angeles County Metropolitan Transportation Authority Public Hearing considering adoption of Resolution of Necessity
East San Fernando Valley Light Rail Transit Project
Site Address: 14523-14533 Keswick Street, Van Nuys, CA 91405
Assessor's Parcel No.: 2210-030-007, -008, -030 and -031
Tenant/Business Owner: Kosta Kellikidis/ Olympia Marble & Granite, Unit 7

To The Honorable Clerk and Board of Directors:

We have been retained as eminent domain counsel for Kosta Kellikidis/ Olympia Marble & Granite ("Olympia Marble"), with respect to the Los Angeles County Metropolitan Transportation Authority's ("Metro") proposed acquisition by eminent domain of the above-referenced property ("Subject Property") and displacement of the business for the East San Fernando Valley Light Rail Transit Project ("Project"). Olympia Marble is a long-time tenant at the Subject Property where it operates its marble and granite sale and fabrication business.

Olympia Marble respectfully objects to the Metro's consideration of adopting the above-referenced Resolution of Necessity and requests the opportunity to be heard at the public hearing on May 22, 2025.

Olympia Marble hereby objects to the adoption of the proposed Resolution of Necessity on, without limitation, the following grounds:

**CONSIDERATION OF THE PROPOSED RESOLUTION OF
NECESSITY IS PREMATURE BECAUSE METRO FAILED TO
PROPERLY IDENTIFY AND DESCRIBE THE PROPERTY TO BE
TAKEN AND HAS FAILED TO MAKE A LEGALLY SUFFICIENT
OFFER AS REQUIRED BY CAL. CODE OF CIV. PROC. §
1245.230(b) and (c)(4) and CAL. GOVT. CODE 7267.2, ET SEQ.**

Metro failed to accurately and properly identify and describe Olympia Marble's rights, title and interests in the Property, including all improvements. Because of this deficiency, Metro has not made a legally sufficient offer as it failed to appraise substantial improvements constructed, installed and owned by Olympia Marble. These missing improvements include, without limitation, substantial alterations and utility installations to the unit it occupies which includes, among other things, the build-out of offices and showroom, the installation of flooring and lighting, and other leasehold improvements. Thus, Metro has failed to properly identify and describe the property interests to be acquired as required by Cal. Code of Civ. Proc. §1245.230(b).

Accordingly, Metro's initial offer of compensation fails to meet the legal requirements of "just compensation" to which Olympia Marble is entitled to for the acquisition of improvements pertaining to the realty within the Subject Property that Metro seeks to acquire. Olympia Marble is entitled to "just compensation" that reflects the fair market value of the improvements as defined by Cal. Code of Civ. Proc. §1263.210. Thus, Metro has not made an offer that complies with California Government Code §7267.2, so consideration of a Resolution of Necessity at this time is premature. Thus, the Board cannot make findings required by Cal. Code of Civ. Proc. §1245.230(c)(4).

Because Metro failed to make an offer to Olympia Marble for all of its improvements pertaining to the realty as required by Cal. Govt. Code 7627.2 and Cal. Code of Civ. Proc. §1245.230(c)(4), consideration of the proposed Resolution of Necessity is premature. The eminent domain law clearly requires that before a Resolution of Necessity can be adopted, an offer must be made representing fair compensation. Here, Metro's offer is deficient. Thus, Metro cannot proceed with adopting a Resolution of Necessity.

Los Angeles County Metropolitan Transportation Authority
Board Clerk
May 16, 2025
Page 3 of 3

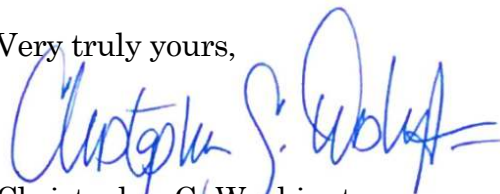
For the foregoing reasons, among others, Olympia Marble respectfully objects to Metro's consideration of adoption of the proposed Resolution of Necessity on May 22, 2025.

The evidence presented herein clearly shows that Metro cannot establish that it meets the elements required to satisfy §§1245.230(b) and 1245.230(c)(4) of the California Code of Civil Procedure as Metro failed to properly identify and describe the property interest to be acquired and make a legally sufficient offer of just compensation and other interests to Olympia Marble for the improvements pertaining to the realty to which Olympia Marble is entitled to. Thus, under Cal. Code of Civ. Proc. §1245.220, Metro cannot proceed with an eminent domain action without a properly adopted Resolution.

Accordingly, Metro's adoption of the proposed Resolution of Necessity is not justified or supported. Adoption of the Resolution of Necessity contrary to Olympia Marble's objections would constitute a gross abuse of discretion and would be arbitrary and capricious.

Olympia Marble requests the opportunity to appear before the Board of Directors with their counsel to be heard with respect to their objections to the proposed Resolution of Necessity. Please also ensure that this letter and accompanying documents are presented to the Board of Directors for consideration and included in the public record for this matter.

Very truly yours,



Christopher G. Washington
California Eminent Domain Law Group,
a Professional Corporation

cc: Kosta Kellikidis/ Olympia Marble & Granite (via email)

CHRISTOPHER G. WASHINGTON
CGW@CALEDLAW.COM

May 16, 2025

VIA E-MAIL [BoardClerk@metro.net]

Collette Langston, Board Clerk
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, MS: 99-3-1
Los Angeles, CA 90012

Re: May 22, 2025 – Los Angeles County Metropolitan Transportation Authority Public Hearing considering adoption of Resolution of Necessity

East San Fernando Valley Light Rail Transit Project
Site Address: 14523-14533 Keswick Street, Van Nuys, CA 91405
Assessor's Parcel No.: 2210-030-007, -008, -030 and -031

Tenant: George Spourdos, Unit 10

To The Honorable Clerk and Board of Directors:

We have been retained as eminent domain counsel for George Spourdos ("Spourdos"), with respect to the Los Angeles County Metropolitan Transportation Authority's ("Metro") proposed acquisition by eminent domain of the above-referenced property ("Subject Property") and displacement for the East San Fernando Valley Light Rail Transit Project ("Project"). Spourdos is a long-time tenant at the Subject Property.

Spourdos respectfully objects to the Metro's consideration of adopting the above-referenced Resolution of Necessity and requests the opportunity to be heard at the public hearing on May 22, 2025.

Spourdos hereby objects to the adoption of the proposed Resolution of Necessity on, without limitation, the following grounds:

**CONSIDERATION OF THE PROPOSED RESOLUTION OF
NECESSITY IS PREMATURE BECAUSE METRO FAILED TO
PROPERLY IDENTIFY AND DESCRIBE THE PROPERTY TO BE
TAKEN AND HAS FAILED TO MAKE A LEGALLY SUFFICIENT
OFFER AS REQUIRED BY CAL. CODE OF CIV. PROC. §
1245.230(b) and (c)(4) and CAL. GOVT. CODE 7267.2, ET SEQ.**

Metro failed to accurately and properly identify and describe Spourdos' rights, title and interests in the Property, including all improvements. Because of this deficiency, Metro has not made a legally sufficient offer as it failed to appraise substantial improvements constructed, installed and owned by Spourdos. These missing improvements include, without limitation, substantial alterations and utility installations to the unit it occupies which includes, among other things, build-out of offices and restroom, electrical, the installation of flooring and lighting, and other leasehold improvements. Thus, Metro has failed to properly identify and describe the property interests to be acquired as required by Cal. Code of Civ. Proc. §1245.230(b).

Accordingly, Metro's initial offer of compensation fails to meet the legal requirements of "just compensation" to which Spourdos is entitled to for the acquisition of improvements pertaining to the realty within the Subject Property that Metro seeks to acquire. Spourdos is entitled to "just compensation" that reflects the fair market value of the improvements as defined by Cal. Code of Civ. Proc. §1263.210. Thus, Metro has not made an offer that complies with California Government Code §7267.2, so consideration of a Resolution of Necessity at this time is premature. Thus, the Board cannot make findings required by Cal. Code of Civ. Proc. §1245.230(c)(4).

Because Metro failed to make an offer to Spourdos for all of his improvements pertaining to the realty as required by Cal. Govt. Code 7627.2 and Cal. Code of Civ. Proc. §1245.230(c)(4), consideration of the proposed Resolution of Necessity is premature. The eminent domain law clearly requires that before a Resolution of Necessity can be adopted, an offer must be made representing fair compensation. Here, Metro's offer is deficient. Thus, Metro cannot proceed with adopting a Resolution of Necessity.

For the foregoing reasons, among others, Spourdos respectfully objects to Metro's consideration of adoption of the proposed Resolution of Necessity on May 22, 2025.

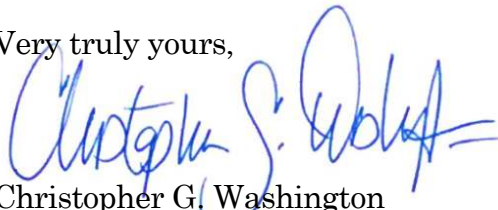
Los Angeles County Metropolitan Transportation Authority
Board Clerk
May 16, 2025
Page 3 of 3

The evidence presented herein clearly shows that Metro cannot establish that it meets the elements required to satisfy §§1245.230(b) and 1245.230(c)(4) of the California Code of Civil Procedure as Metro failed to properly identify and describe the property interest to be acquired and make a legally sufficient offer of just compensation and other interests to Spourdos for the improvements pertaining to the realty to which Spourdos is entitled to. Thus, under Cal. Code of Civ. Proc. §1245.220, Metro cannot proceed with an eminent domain action without a properly adopted Resolution.

Accordingly, Metro's adoption of the proposed Resolution of Necessity is not justified or supported. Adoption of the Resolution of Necessity contrary to Spourdos' objections would constitute a gross abuse of discretion and would be arbitrary and capricious.

Spourdos requests the opportunity to appear before the Board of Directors with their counsel to be heard with respect to their objections to the proposed Resolution of Necessity. Please also ensure that this letter and accompanying documents are presented to the Board of Directors for consideration and included in the public record for this matter.

Very truly yours,



Christopher G. Washington
California Eminent Domain Law Group,
a Professional Corporation

cc: George Spourdos (via email)

CHRISTOPHER G. WASHINGTON
CGW@CALEDLAW.COM

May 16, 2025

VIA E-MAIL [BoardClerk@metro.net]

Collette Langston, Board Clerk
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, MS: 99-3-1
Los Angeles, CA 90012

Re: May 22, 2025 – Los Angeles County Metropolitan Transportation Authority Public Hearing considering adoption of Resolution of Necessity
East San Fernando Valley Light Rail Transit Project
Site Address: 14523-14533 Keswick Street, Van Nuys, CA 91405
Assessor's Parcel No.: 2210-030-007, -008, -030 and -031
Tenant/Business Owner: Cesar Alvarado/Universal 1 Auto Body, Inc., Unit 8

To The Honorable Clerk and Board of Directors:

We have been retained as eminent domain counsel for Cesar Alvarado/Universal 1 Auto Body, Inc. ("Universal"), with respect to the Los Angeles County Metropolitan Transportation Authority's ("Metro") proposed acquisition by eminent domain of the above-referenced property ("Subject Property") and displacement of the business for the East San Fernando Valley Light Rail Transit Project ("Project"). Universal is a long-time tenant at the Subject Property where it operates its auto body repair business.

Universal respectfully objects to the Metro's consideration of adopting the above-referenced Resolution of Necessity and requests the opportunity to be heard at the public hearing on May 22, 2025.

Universal hereby objects to the adoption of the proposed Resolution of Necessity on, without limitation, the following grounds:

**CONSIDERATION OF THE PROPOSED RESOLUTION OF
NECESSITY IS PREMATURE BECAUSE METRO FAILED TO
PROPERLY IDENTIFY AND DESCRIBE THE PROPERTY TO BE
TAKEN AND HAS FAILED TO MAKE A LEGALLY SUFFICIENT
OFFER AS REQUIRED BY CAL. CODE OF CIV. PROC. §
1245.230(b) and (c)(4) and CAL. GOVT. CODE 7267.2, ET SEQ.**

Metro failed to accurately and properly identify and describe Universal's rights, title and interests in the Property, including all improvements. Because of this deficiency, Metro has not made a legally sufficient offer as it failed to appraise substantial improvements constructed, installed and owned by Universal. These missing improvements include, without limitation, substantial alterations and utility installations to the unit it occupies which includes, among other things, the paint booth and associated ventilation, electrical, the installation of flooring and lighting, and other leasehold improvements. Thus, Metro has failed to properly identify and describe the property interests to be acquired as required by Cal. Code of Civ. Proc. §1245.230(b).

Accordingly, Metro's initial offer of compensation fails to meet the legal requirements of "just compensation" to which Universal is entitled to for the acquisition of improvements pertaining to the realty within the Subject Property that Metro seeks to acquire. Universal is entitled to "just compensation" that reflects the fair market value of the improvements as defined by Cal. Code of Civ. Proc. §1263.210. Thus, Metro has not made an offer that complies with California Government Code §7267.2, so consideration of a Resolution of Necessity at this time is premature. Thus, the Board cannot make findings required by Cal. Code of Civ. Proc. §1245.230(c)(4).

Because Metro failed to make an offer to Universal for all of its improvements pertaining to the realty as required by Cal. Govt. Code 7627.2 and Cal. Code of Civ. Proc. §1245.230(c)(4), consideration of the proposed Resolution of Necessity is premature. The eminent domain law clearly requires that before a Resolution of Necessity can be adopted, an offer must be made representing fair compensation. Here, Metro's offer is deficient. Thus, Metro cannot proceed with adopting a Resolution of Necessity.

Los Angeles County Metropolitan Transportation Authority
Board Clerk
May 16, 2025
Page 3 of 3

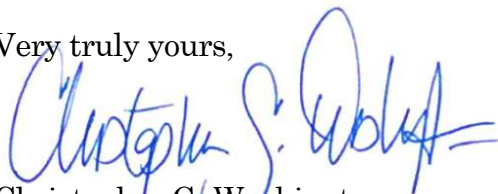
For the foregoing reasons, among others, Universal respectfully objects to Metro's consideration of adoption of the proposed Resolution of Necessity on May 22, 2025.

The evidence presented herein clearly shows that Metro cannot establish that it meets the elements required to satisfy §§1245.230(b) and 1245.230(c)(4) of the California Code of Civil Procedure as Metro failed to properly identify and describe the property interest to be acquired and make a legally sufficient offer of just compensation and other interests to Universal for the improvements pertaining to the realty to which Universal is entitled to. Thus, under Cal. Code of Civ. Proc. §1245.220, Metro cannot proceed with an eminent domain action without a properly adopted Resolution.

Accordingly, Metro's adoption of the proposed Resolution of Necessity is not justified or supported. Adoption of the Resolution of Necessity contrary to Universal's objections would constitute a gross abuse of discretion and would be arbitrary and capricious.

Universal requests the opportunity to appear before the Board of Directors with their counsel to be heard with respect to their objections to the proposed Resolution of Necessity. Please also ensure that this letter and accompanying documents are presented to the Board of Directors for consideration and included in the public record for this matter.

Very truly yours,



Christopher G. Washington
California Eminent Domain Law Group,
a Professional Corporation

cc: Cesar Alvarado/Universal 1 Auto Body, Inc. (via email)

CHRISTOPHER G. WASHINGTON
CGW@CALEDLAW.COM

May 16, 2025

VIA E-MAIL [BoardClerk@metro.net]

Collette Langston, Board Clerk
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, MS: 99-3-1
Los Angeles, CA 90012

Re: May 22, 2025 – Los Angeles County Metropolitan Transportation Authority Public Hearing considering adoption of Resolution of Necessity
East San Fernando Valley Light Rail Transit Project
Site Address: 14523-14533 Keswick Street, Van Nuys, CA 91405
Assessor's Parcel No.: 2210-030-007, -008, -030 and -031
Tenant/Business Owner: Valentin Nunez/Valentin Machine Shop, Unit 9

To The Honorable Clerk and Board of Directors:

We have been retained as eminent domain counsel for Valentin Nunez/Valentin Machine Shop ("Valentin"), with respect to the Los Angeles County Metropolitan Transportation Authority's ("Metro") proposed acquisition by eminent domain of the above-referenced property ("Subject Property") and displacement of the business for the East San Fernando Valley Light Rail Transit Project ("Project"). Valentin is a long-time tenant at the Subject Property where it operates its auto repair business.

Valentin respectfully objects to the Metro's consideration of adopting the above-referenced Resolution of Necessity and requests the opportunity to be heard at the public hearing on May 22, 2025.

Valentin hereby objects to the adoption of the proposed Resolution of Necessity on, without limitation, the following grounds:

CONSIDERATION OF THE PROPOSED RESOLUTION OF NECESSITY IS PREMATURE BECAUSE METRO FAILED TO PROPERLY IDENTIFY AND DESCRIBE THE PROPERTY TO BE TAKEN AND HAS FAILED TO MAKE A LEGALLY SUFFICIENT OFFER AS REQUIRED BY CAL. CODE OF CIV. PROC. § 1245.230(b) and (c)(4) and CAL. GOVT. CODE 7267.2, ET SEQ.

Metro failed to accurately and properly identify and describe Valentin's rights, title and interests in the Property, including all improvements. Because of this deficiency, Metro has not made a legally sufficient offer as it failed to appraise substantial improvements constructed, installed and owned by Valentin. These missing improvements include, without limitation, substantial alterations and utility installations to the unit it occupies, which includes, among other things, electrical, the installation of flooring and lighting, and other leasehold improvements. Thus, Metro has failed to properly identify and describe the property interests to be acquired as required by Cal. Code of Civ. Proc. §1245.230(b).

Accordingly, Metro's initial offer of compensation fails to meet the legal requirements of "just compensation" to which Valentin is entitled to for the acquisition of improvements pertaining to the realty within the Subject Property that Metro seeks to acquire. Valentin is entitled to "just compensation" that reflects the fair market value of the improvements as defined by Cal. Code of Civ. Proc. §1263.210. Thus, Metro has not made an offer that complies with California Government Code §7267.2, so consideration of a Resolution of Necessity at this time is premature. Thus, the Board cannot make findings required by Cal. Code of Civ. Proc. §1245.230(c)(4).

Because Metro failed to make an offer to Valentin for all of its improvements pertaining to the realty as required by Cal. Govt. Code 7627.2 and Cal. Code of Civ. Proc. §1245.230(c)(4), consideration of the proposed Resolution of Necessity is premature. The eminent domain law clearly requires that before a Resolution of Necessity can be adopted, an offer must be made representing fair compensation. Here, Metro's offer is deficient. Thus, Metro cannot proceed with adopting a Resolution of Necessity.

Los Angeles County Metropolitan Transportation Authority
Board Clerk
May 16, 2025
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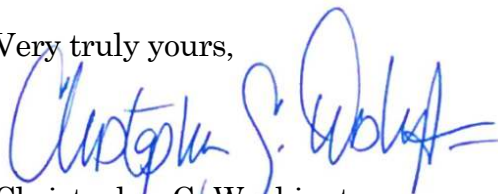
For the foregoing reasons, among others, Valentin respectfully objects to Metro's consideration of adoption of the proposed Resolution of Necessity on May 22, 2025.

The evidence presented herein clearly shows that Metro cannot establish that it meets the elements required to satisfy §§1245.230(b) and 1245.230(c)(4) of the California Code of Civil Procedure as Metro failed to properly identify and describe the property interest to be acquired and make a legally sufficient offer of just compensation and other interests to Valentin for the improvements pertaining to the realty to which Valentin is entitled to. Thus, under Cal. Code of Civ. Proc. §1245.220, Metro cannot proceed with an eminent domain action without a properly adopted Resolution.

Accordingly, Metro's adoption of the proposed Resolution of Necessity is not justified or supported. Adoption of the Resolution of Necessity contrary to Valentin's objections would constitute a gross abuse of discretion and would be arbitrary and capricious.

Valentin requests the opportunity to appear before the Board of Directors with their counsel to be heard with respect to their objections to the proposed Resolution of Necessity. Please also ensure that this letter and accompanying documents are presented to the Board of Directors for consideration and included in the public record for this matter.

Very truly yours,



Christopher G. Washington
California Eminent Domain Law Group,
a Professional Corporation

cc: Valentin Nunez/Valentin Machine Shop (via email)

McCRACKEN, STEMERMAN & HOLSBERRY, LLP

Counselors and Attorneys at Law

May 21, 2025

Via electronic mail and U.S. mail

California

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Oakland, CA 94612
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Eric B. Myers (CA, NV)
Paul L. More (CA, NV, MA)
Sarah Varela (CA, NV, AZ)
Sarah Grossman-Swenson (CA, NV)
Kimberly Hancock (CA)
Kimberley C. Weber (CA, NV)
Sun M. Chang (CA)
Luke Dowling (CA, NV)
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Senior Counsel

Steven L. Stemerma (CA, NV)
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Board of Directors
Los Angeles County Metropolitan Transportation Authority
1 Gateway Plaza
Los Angeles, CA 90012 United States

Stephanie Wiggins
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
1 Gateway Plaza
Los Angeles, CA 90012 United States

Re: Agenda Item 35: Ratification of HR5000 Heavy Rail Vehicle
(HRV) Contract and A650 HRV Refurbishment Contract, File
#2025-0455. NEEDS MORE CONSIDERATION.

To CEO Wiggins and Honorable Members of the Board,

We represent Jobs to Move America (“JMA”) in the pending lawsuit *JMA v. Los Angeles County Metropolitan Transportation Authority*, LA County Sup. Ct. No. 24STCP02977 (*JMA v. LACMTA*). We ask that the Board postpone hearing this agenda item until it has the opportunity to review all relevant facts and can understand the legal ramifications of what it is being asked to do.

We were surprised to see staff’s Report asking the Board to “ratify” modifications that staff made many months ago to the HR5000 Contract. Those contract modifications are at the heart of the *JMA v. LACMTA* lawsuit, and a judge is currently deciding whether they violate state and federal open-competition laws. JMA has sought to be transparent with the Board and staff about its objections to Metro’s handling of the HR5000 Contract. We were disappointed that neither staff nor Metro’s outside counsel provided JMA with advance notice that it intended to submit the Report to the Board.

The Report contains factual inaccuracies about the HR5000 procurement, fails to mention the *JMA v. LACMTA* lawsuit, and does not disclose that the Board’s “ratification” of the modifications will not lift the legal cloud from the HR5000 procurement. Metro staff is asking its Board to “ratify” the modifications without any closed session briefing from counsel. The Board

Los Angeles County Metropolitan Transportation Authority

May 21, 2025

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should postpone hearing on this matter until it has the opportunity to fully consider the facts and law.

JMA's Lawsuit

JMA discovered major problems with the HR5000 procurement in April of 2024, when it belatedly received public records concerning the procurement that Metro staff had withheld. Those records showed that staff had failed to apply the Manufacturing Careers Policy ("MCP") to the HR5000 procurement and had misled the Board by asserting that it had done so. JMA also learned that staff was permitting one competitor—Hyundai Rotem—to fundamentally modify its U.S. Employment Plan ("USEP") after scoring of its original USEP had already occurred (an opportunity that staff did not extend to the other HR5000 proposers). These actions violate California and federal open-competition laws.

At staff's request, JMA did not file suit, but tried to work with staff to find a settlement to what staff admitted were fundamental errors in the procurement. When those settlement attempts proved fruitless, JMA filed a lawsuit against Metro on September 16, 2024. That lawsuit is pending. The parties have engaged in discovery—which has revealed the scope of Metro staff's legal violations and cavalier attitude toward the MCP—and are in the process of briefing the matter. A copy of JMA's trial brief is attached to this letter. JMA has submitted a full copy of the evidence supporting JMA's legal positions so that it is part of the record before you. Trial in the case is scheduled for June 30, 2025.

Staff's Report makes no mention of the *JMA v. LACMTA* lawsuit, and the closed-session agenda shows that the Board will not be briefed on the legal ramifications of the case. It is therefore left to JMA to explain.

Metro Legal Violations

Metro violated federal and California open-competition laws in three ways. First, it failed to apply the MCP to the HR5000 procurement, even though the MCP unquestionably applied and even though staff repeatedly assured the Board that it had followed the policy. The January 18 Board Report on which the Board relied in awarding the HR5000 Contract to Hyundai Rotem stated unequivocally that the procurement "complies with . . . Metro's Manufacturing Careers Policy." On February 15, 2024—in seeking Board approval of the HR5000 Contract with Hyundai—Metro's Chief Contract Manager told the Board that "Hyundai has committed to a U.S. Employment Plan under Metro's Manufacturing Careers Policy."

Los Angeles County Metropolitan Transportation Authority

May 21, 2025

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In fact, staff disregarded critical parts of the MCP in drafting the RFP and Hyundai's contract with Metro, and failed to score the proposals according to the system that the MCP requires. Staff's Report admits that "material" elements were omitted, but claims that its failure to comply with the MCP was "inadvertent" and "based on staff's erroneous but good faith belief."

The evidence does not support those assertions. Metro assigned oversight of the HR5000 procurement to a Senior Contract Administrator who had no experience with the USEP or MCP (or apparently, workforce development programs generally), and he did not consult with DEOD in overseeing the HR5000 RFP. Metro staff discovered prior to the HR5000 Contract's award to Hyundai in January 2024 that it had failed to follow the MCP in the procurement.

Metro staff could have reversed course, conferred with DEOD, reformulated the RFP, obtained revised USEP proposals, and scored those proposals properly, but it did not. Instead, staff assigned review of the procurement's compliance with the MCP to a newly hired contract administrator who had no experience with the USEP or MCP. She did not consult with DEOD, but instead performed what she described in her deposition as a " cursory " comparison of the RFP and the MCP and decided that a "majority" of the MCP elements were included. Based on this " cursory " review by a newly hired staffer, staff informed the Board on January 25, 2024 that the procurement "complied with the MCP." In fact, the HR5000 RFP, scoring, and contract did not include promises to pay minimum wages and benefits, did not allow credit for retained (in addition to newly created) positions, did not include any of the robust reporting and oversight requirements added to the MCP, and did not score proposals based on the *quality* of the jobs being proposed or their availability to low-income and disadvantaged workers, which is the MCP's central purpose.

JMA does not consider this course of conduct to be an "inadvertent" but "good faith" failure to comply with the MCP. The MCP is a cornerstone, Board-adopted policy intended to maximize "[e]quity outcomes and economic resiliency in disadvantaged communities." The LA Times has celebrated the MCP as promising to "propel entry-level workers into solid middle-class careers."¹ Metro staff treated it as an afterthought.

The second way in which Metro violated California and federal procurement law was by changing the procurement rules for Hyundai. Metro staff permitted Hyundai—and Hyundai alone—to correct its failure to promise to hire disadvantaged workers in its proposal. Open-competition laws prohibit contacting agencies from excusing a competitor's non-responsive

¹ <https://www.latimes.com/opinion/story/2022-12-01/metro-infrastructure-dollars-deliver-good-jobs#:~:text=The%20manufacturing%20careers%20policy%20will,with%20felony%20records%20and%20young>

Los Angeles County Metropolitan Transportation Authority

May 21, 2025

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proposal on a material element of a procurement, which is what Metro staff allowed Hyundai to do.

A central element of the MCP—added to the policy in 2022—is the requirement that proposers on covered contracts promise to hire 10% of their USEP workforce from disadvantaged communities, including individuals who are experiencing homelessness, are single custodial parents, receive public assistance, lack a high-school degree or GED, or have a criminal record, among other categories. JMA worked with DEOD to design this element of the MCP because of a shared belief that previous versions of the USEP had not gone far enough in furthering the Board’s goal of maximizing “[q]uality job creation and career development for low-income residents and those facing barriers to employment.”

Hyundai did not include any promise to hire disadvantaged workers in the USEP on which its proposal was considered and scored. Metro staff discovered the failure of the HR5000 proposers to include this requirement in their best and final offers (“BAFOs”). But staff allowed only Hyundai to correct this material element of its proposal, not the other competitors, and it allowed Hyundai to do so *the day before* the Board voted to approve award to Hyundai. Even when it allowed Hyundai to correct its non-responsive proposal, Metro staff did not hold Hyundai to the MCP’s requirements. Hyundai submitted only a vague letter to Metro staff, promising that 10% of the “wages and benefits” on its USEP would go to disadvantaged individuals, not that 10% of the *jobs* would. And after signing this letter, Hyundai questioned whether it should be held to a firm commitment on hiring disadvantaged workers, seeking to be held only to a “good-faith efforts” standard.

The third way Metro staff violated California and federal open-competition laws was by allowing Hyundai alone to fundamentally revise its USEP after being awarded the HR5000 Contract. In early April 2024, after finally complying with JMA’s public records request and reviewing the relevant HR5000 documents, more senior managers in VC/M realized that the procurement had failed to comply with the MCP in more fundamental ways than the previous “cursory” review had exposed. Again, Metro staff had the opportunity to reverse course, solicit new USEPs that complied with the MCP, and re-score the proposals. But again it did not do so.

Instead, Metro staff permitted Hyundai to fundamentally revise its USEP to include the MCP’s required elements through a series of “modifications” to the HR5000 Contract that it negotiated and executed between May and November, 2024.

Under the “cardinal-change” doctrine that applies under California and federal law, “[c]ontract modifications may not materially depart from the scope of the original procurement; otherwise the modification prevents the complaining party (and other potential bidders) from

Los Angeles County Metropolitan Transportation Authority

May 21, 2025

Page 5 of 7

competing for what is, in reality, a new and different contract.” *CCL, Inc. v. United States*, 39 Fed. Cl. 780, 791 (1997). The Report admits that this doctrine applies to the HR5000 solicitation, and admits that it permitted Hyundai alone to revise its USEP to include “material” elements of the MCP, but argues (as a legal matter) that the modifications were “not a ‘cardinal’ change.”

That is precisely the question that a superior court judge is deciding in *JMA v. LACMTA*. JMA believes that the judge will agree that the modifications that Metro allowed Hyundai to make were, in fact, “cardinal.”

Metro staff allowed Hyundai to make fundamental changes that would have impacted scoring of the USEPs in January 2024. For example, it permitted Hyundai to take USEP credit for “retaining” workers, and not just for hiring new workers. Hyundai’s chief competitor on the HR5000 Contract—Stadler Rail—stated in a deposition that if it had been allowed to take credit for “retained” workers, it would have substantially improved its USEP commitment, given Stadler’s significant existing workforce in the U.S. Only 14 of a possible 1000 points separated Hyundai and Stadler on the HR5000 scoring, so this change could well have altered the winning proposal. A key element of the “cardinal change” doctrine is whether other competitors could have reasonably foreseen that the rules of the procurement would change after the fact. *Am. Apparel, Inc. v. U.S.*, 108 Fed. Cl. 11, 29 (2012) (“In determining whether a contract, as modified, is ‘materially different,’ a court should ‘first focus on the modification in the context of the original procurement’ and then determine ‘the expectations of potential offerors.’”). The evidence is clear that Hyundai’s competitors had no expectation that Metro would alter core elements of the USEP after the fact.²

The Report’s Further Claims

Three other aspects of the Report require response. The Report implies that if the Board “ratifies” the modifications favoring Hyundai, it will not be required to rebid the HR5000 Contract. That is not true. The Board has no ability to waive California and federal open-competition laws. A decision by the Board to “ratify” Metro staff’s flawed approach to the MCP on the HR5000 Contract will have no bearing on the *JMA v. LACMTA* case. If the court decides that Metro violated the law by waiving Hyundai’s non-responsive proposal or by making cardinal changes to the contract, the Board’s act of “ratifying” the modifications will be irrelevant.

Second, the Report urges the Board to ratify the modifications because “a re-bid of the Contract would jeopardize timely delivery of the rail cars, as there is likely no other proposer

² Metro staff permitted Hyundai to make other fundamental changes to its USEP, as detailed in our trial brief.

Los Angeles County Metropolitan Transportation Authority

May 21, 2025

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who could deliver the HRVs before the Olympics.” Again, the Board’s ratification of the modifications has no legal bearing on the merits of the *JMA v. LACMTA* case or any remedy that the court might order in that case. But even if it did, staff bases its claim about the effect of a re-bid on “input from industry consultants” that neither JMA nor the Board has seen. The Report further elaborates that re-bidding would be “unlikely to result in increased competition or better benefits” because “other proposers are unlikely to participate” in a re-bid given “the view that Hyundai Rotem would have an inside track to secure the contract[.]” But Metro staff has presented no evidence to date in the litigation that other proposers would refuse to participate in a re-bid in which competition was actually on a level playing field.

Moreover, the court has broad discretion to formulate a remedy for legal violations that it finds. For example, the court could order a re-bid of only the post-Olympics portion of the HR5000 Contract, allowing Hyundai to proceed with its delivery of the 42 HRVs promised by April 2028. The court could also allow a re-bid on only the USEP/MCP portion of the prior BAFOs—for those proposers who seek to participate—rather than on the full technical proposals. Metro staff’s claim that other companies will refuse to participate in a rebid is pure speculation.

Finally, the Report states that if a re-bid occurs, “employees of Hyundai Rotem and its subcontractors could lose their jobs” and this would “frustrate the goals of the MCP.” There are many problems with this argument. It is entirely possible that Hyundai would succeed in any re-bid (indeed, Metro staff argues elsewhere that this is the most likely outcome). The goal of a re-bid is that there be true and open *competition* over USEP commitments—including job quality and job access for disadvantaged communities—not that a proposer other than Hyundai be chosen. Real competition over MCP commitments will undoubtedly mean *better jobs* on the HR5000 Contract.

In addition, even if Hyundai did not prevail on a re-bid, Hyundai has not hired any non-managerial employees to work on the Contract to date, and two of Hyundai’s subcontractors have already dropped out of participation in the USEP. Many of the employees who would eventually work on the Contract would be “retained” workers—meaning those already employed by Hyundai and its subcontractors—and so presumably will work on other projects if not on the HR5000 Contract. Moreover, in the event that a re-bid leads to a different vendor performing some or part of the HR5000 Contract, a different group of workers will *obtain* work, and will do so with the benefit of more robust job-quality commitments.

* * *

McCRACKEN, STEMERMAN & HOLSBERRY, LLP

Los Angeles County Metropolitan Transportation Authority

May 21, 2025

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Staff's Report does not give the Board the legal and factual context that the Board deserves. JMA strongly recommends that the Board postpone hearing this matter until it has been given the opportunity to review the facts and obtain advice on the legal ramifications of what it is being asked to do.

JMA has been a partner to the Metro Board in conceiving, refining, and enforcing the U.S. Employment Plan and Manufacturing Careers Policy. JMA sees the policy as fundamental to the Board's goal of ensuring that major procurements benefit low-income and disadvantaged communities. We appreciate the Board's dedication to this goal and its careful attention to this matter.

Sincerely,



Paul L. More

cc: Madeline Janis, JMA

Daniel McMillan, Jones Day

Carolyn Woodson, Jones Day

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INTRODUCTION

Jobs to Move America (“JMA”) and Los Angeles County Metropolitan Transportation Authority (“Metro”) worked for over a decade to develop a policy—the U.S. Employment Plan (“USEP”)—designed to create good jobs for low-income and disadvantaged workers in the United States. The latest iteration of the policy is called the Manufacturing Careers Policy (“MCP”). Metro’s staff committed a self-described “error in the solicitation” by failing to apply the MCP to the RFP on the HR5000 contract, a \$730-million, heavy-railcar procurement. Metro then allowed the awardee—Hyundai Rotem—to cure non-responsive elements of its proposal, an opportunity not extended to its competitors. After realizing their failure to apply the MCP correctly to the solicitation, Metro staff materially modified the HR5000 contract to allow Hyundai to substantially revise its USEP commitments.

These actions violated bedrock competitive-procurement principles. Under California and federal law, agencies are not permitted to waive non-responsive proposals in a way that advantages one competitor. Nor may they modify a contract in a way that materially alters the undertaking for which those competitors contended. Both actions were an abuse of discretion. Metro’s staff also did not have discretion to ignore the MCP on the HR5000 solicitation, as the policy had been adopted by Metro’s Board. Doing so was arbitrary and capricious. The remedy for these fundamental flaws in the HR5000 procurement is a full or partial rebid, which will allow the other proposers to compete on a level playing field and will ensure that there is true competition over the public benefits promised by the MCP.

FACTS

I. JMA and Metro Develop the USEP and Manufacturing Careers Policy.

JMA is a 501(c)(3) non-profit organization dedicated to ensuring that the billions of public dollars spent on U.S. public infrastructure and clean energy manufacturing create better results for American communities. (Janis Decl., ¶2.) Beginning in 2011, JMA’s Director, Madeline Janis (“Janis”), worked with Metro to develop the USEP, a tool to enable local public agencies to create incentives for the creation of quality jobs in the U.S., including those funded with federal dollars. (*Id.*, ¶3.) Metro was the first local agency to employ the USEP, on a purchase of light-rail vehicles in 2011 (the “P3010 Procurement”). (*Id.*, ¶¶4-5 & Exh. 3.) Janis worked with the Federal Transit Administration (“FTA”) and Metro to develop a USEP framework that would be allowed in federally funded procurements. (*Id.*, ¶4 & Exh. 2.)

1 On the P3010 Procurement, Janis collaborated with Metro’s Manager of Contract Administration
2 to draft USEP RFP language and related forms. (*Id.*, ¶5.) A critical component of the USEP was the
3 “Labor Value Forms” (“LVFs”), forms on which proposers on USEP-covered procurements specify
4 their minimum commitments on the number and type of jobs they will create. (*Id.*, ¶5 & Exh. 4.) As
5 JMA and Metro designed them, the LVFs are the primary means by which Metro can assess whether a
6 proposer will create *good* U.S.-based production jobs, as opposed merely general commitments that
7 Metro cannot effectively evaluate or hold vendors accountable to. (*Id.*, ¶6.)

8 After the P3010 Procurement, JMA continued to work with academic experts, the FTA, and
9 other federal agencies to refine the USEP. (*Id.*, ¶7 & Exh. 5.) Since the P3010 Procurement in 2011,
10 Metro has included a USEP component on at least nine other major RFPs, including HR5000. To JMA’s
11 knowledge, HR5000 is the only USEP-covered procurement on which Metro did not obtain LVFs from
12 proposers during the solicitation phase. (*Id.*, ¶8.)

13 In 2013, Metro entered into a major procurement for the purchase of compressed natural gas
14 buses from New Flyer of America Inc. (“New Flyer”). The contract required New Flyer to implement
15 the USEP commitments that it had submitted with its proposal, as detailed in its LVFs. (*Id.*, ¶9 & Exh.
16 7.) In 2018, JMA discovered that New Flyer had misrepresented its compliance with those
17 commitments. JMA brought a California False Claims Act (“CFCA”) case against New Flyer on behalf
18 of Metro, as a *qui tam* plaintiff. (*Id.*, ¶¶9-10.) On summary judgment, this Court recognized that New
19 Flyer had knowingly misrepresented its USEP compliance, but held that triable issues remained. (*Id.*,
20 ¶10, Exh. 8, at 8-12.) Prior to trial, JMA settled with New Flyer, obtaining a multi-million-dollar
21 recovery for Metro, as well as business reforms from New Flyer. (*Id.*, ¶10, Exh. 9.)

22 Metro staff’s failure to discover New Flyer’s USEP misrepresentations—and New Flyer’s claim
23 that it was not required to pay the minimum wages and benefits in its USEP, only the “total dollars” it
24 committed to—led JMA to engage in discussions with Metro CEO Stephanie Wiggins and Metro’s
25 Diversity and Economic Development Department (“DEOD”) on strengthening the USEP policy. (*Id.*,
26 ¶11.) Wiggins agreed to have DEOD work with JMA on drafting the new policy, which Metro titled the
27 Manufacturing Careers Policy (“MCP”). (*Id.*, ¶12.) Between June and October, 2022, JMA and Metro
28 staff refined the MCP, completing a final draft on October 20, 2022. (*Id.*, ¶13 & Exh. 10.)

1 The MCP was approved by the Metro Board’s Operations Committee on November 17, 2022,
2 and the Board adopted it on December 1, 2022. (Stewart Decl., ¶2 & Exh. 26.) The day the Board
3 adopted the MCP, the Los Angeles Times published an editorial characterizing the policy as “a model
4 for how public agencies can prod private industry to create higher-quality jobs.” (Janis Decl., ¶15, Exh.
5 11.) The editorial also stated that the MCP would apply to a new purchase of “182 rail cars” for the
6 Purple Line Extension, referring to the HR5000 contract. (*Ibid.*)

7 The MCP contains substantive, procedural, and compliance elements. (Janis Decl., ¶12, Exh.
8 10.) The MCP’s purpose is to achieve the “critical objectives” of maximizing “quality job creation and
9 career development for low-income residents and others facing barriers to employment” as well as
10 “facility investment” in U.S. manufacturing plants. (*Id.*, Exh. 10, at 1.) The MCP requires that a
11 proposer’s USEP constitute 5% of the total evaluation points, and that the responsible Contracting
12 Officer score the USEP component not merely on the basis of the “Total Dollar Commitment” but also
13 based on the “quality of the USEP . . . commitments” including “Fringe Benefit Amounts for each
14 classification, the Minimum Hourly Wage Rate for each classification, the commitment to hire
15 Disadvantaged Workers, and the Workforce Training commitment.” (*Id.*, Exh. 10, at 3.)

16 MCP-covered RFPs must require proposers to submit specific information “in a responsive
17 Proposal.” (*Ibid.*) “RFP Proposer Submittal Requirements” include not only the “Total Dollar
18 Commitment” but also commitments on the number of projected “New Hires” and “Retained Workers”;
19 the number of “Direct Hours” for each job classification to be filled; and the minimum wages, overtime
20 wages, and benefits that will be paid to each classification, including the methodology used to calculate
21 the minimum benefits amounts. (*Ibid.*) The MCP also requires that RFPs include other requirements for
22 a “responsive” proposal, including a “narrative description of the opportunities in skilled and unskilled
23 positions”; language “mak[ing] clear that payment of at least the minimum Hourly Wage Rate and the
24 minimum Fringe Benefit Amount” are independent obligations; a description of the “minimum dollar
25 commitment” for workforce training; and a specific account of the proposer’s plan for outreach,
26 recruitment and retention of USEP-covered workers. (*Id.*, Exh. 10, at 4-6.) As with previous versions of
27 the USEP, the MCP also requires that proposers submit LVFs detailing their commitments. (*Id.*, Exh.
28 10, at 6.)

The MCP further requires that a covered contract include “a contractual provision requiring

1 achievement of each commitment set forth in the USEP,” including all of the elements described above
2 (*Id.*, Exh. 10, at 6-7.) The MCP added new compliance mechanisms, including a requirement that the
3 vendor designate a “Jobs Coordinator” responsible for coordinating compliance and submit certified
4 payroll reports demonstrating compliance with the minimum wage and benefit requirements. (*Id.*, Exh.
5 10, at 7, 9.)

6 **II. Metro Solicits the HR5000 Contract Without Following the MCP.**

7 On December 5, 2022, Metro released the HR5000 RFP. (Janis Decl., Exh. 6.) The Senior
8 Contract Administrator responsible for the HR5000 procurement, Robert Pennington, was unfamiliar
9 with the MCP prior to being responsible for HR5000, and did not consult with DEOD on the USEP
10 during the six weeks prior to the RFP release date, when he was vetting the RFP for compliance with
11 Metro policies. (Stewart Decl., ¶3, Exh. 27 [hereinafter Pennington Depo.] at pp. 11:8-12, 13:12–15:24,
12 23:21–24:8.) In September 2023, Metro hired another contract administrator to work on the HR5000
13 contract, Mildred Martinez, who had never worked on a rolling-stock procurement and was also
14 unfamiliar with the USEP or MCP. (*Id.*, ¶4, Exh. 28 [hereinafter Martinez Depo.] at 20:18-23, 22:10-12,
15 53:10-12.) Pennington relied on a third-party consultant to help draft the HR5000 RFP. Together, they
16 simply inserted language for a “Local Employment Plan” (not a USEP) from a previous RFP on a
17 different contract, HR4000, that had been advertised for proposals six years earlier. (Pennington Depo.,
18 21:4-14, 24:16-23; Stewart Decl., ¶5, Exh. 29.)

19 The December 5, 2022, HR5000 RFP contained very few of the MCP’s requirements. It only
20 allowed the proposer to claim USEP credit for “new hires” although the MCP allowed proposers to
21 claim USEP credit for both new hires and “retained workers.” It did not require that proposers include
22 the minimum wages or minimum fringe benefits that would be paid to each classification or require an
23 explanation of the methodology for determining minimum fringe benefits. It did not include a
24 requirement that the proposer hire disadvantaged workers for at least 10% of the “total FTE New Hires
25 and Retained Workers.” Nor did it include a requirement that proposers specify a plan of outreach for
26 hiring and retention, or that they specify a “minimum dollar commitment” that they would dedicate to
27 training. (*Compare* Janis Decl., Exh. 6, at 6-62–6-63 *with* Janis Decl., Exh. 10, at 3-5.)

28 Metro issued two RFP amendments related to the USEP. First, on March 29, 2023, Metro issued
“Amendment No. 7.” (Stewart Decl., ¶6 Exh. 30.) That amendment added a requirement that proposers

1 submit, along with other elements of their USEP (including Labor Value Forms) a description of
2 “investments in new or existing manufacturing/assembly facilities in the United States and Los Angeles
3 County.” (*Id.*, Exh. 30, at 1.)

4 Metro issued “Amendment No. 10” on October 12, 2023, just four days before the due date for
5 proposers’ Best and Final Offers (“BAFOs”). It added some of the MCP’s RFP requirements, but
6 continued to omit many critical ones. (*Id.*, ¶7 Exh. 31, at 2-39–2-42.) Amendment 10 continued to allow
7 credit only for newly created jobs and omitted the requirement that proposers commit to paying
8 minimum wages and minimum fringe benefits. It did not require that proposers agree to maintain
9 certified payroll reports, detailing their adherence to their job-quality commitments. (*Compare* Janis
10 Decl., Exh. 10, at 3-10 *with* Stewart Decl., Exh. 31, at 2-39–2-42.) Even where it added requirements
11 that mirrored those in the MCP, Amendment No. 10 used different language. Thus, while the MCP
12 requires that proposers specify their “minimum dollar commitment” for workforce training, Amendment
13 10 required only that proposers set forth their “estimated dollar commitment” to workforce development
14 and training. The MCP requires a commitment that 10% of “the total FTE New Hires and Retained
15 Workers” be disadvantaged workers, while Amendment No. 10 stated instead that 10% of the “total new
16 wages and benefits for Local Workers” go to disadvantaged workers (with the term “Local Worker”
17 undefined). (*Compare* Janis Decl., Exh. 10, at 4 *with* Stewart Decl., Exh. 31, at 2-40.)

18 **III. Metro Awards the HR5000 Contract to Hyundai Notwithstanding “Errors in the** 19 **Solicitation” and the Non-Responsiveness of Hyundai’s Proposal.**

20 The HR5000 procurement was conducted pursuant to Public Contract Code §20217, which
21 allows certain rail-car purchases to proceed by way of “competitive negotiation.” (Janis Decl., Exh. 17,
22 at 1.) Metro received proposals from Hyundai Rotem, Stadler U.S., and Hitachi Rail Los Angeles on
23 April 17, 2023. It then conducted visits to the proposers’ and their subcontractors’ facilities between
24 July and September 2023, and reviewed the proposers’ submissions in September 2023. Based on that
25 review, Metro solicited, and proposers submitted, their Best and Final Offers (“BAFOs”) on October 16,
26 2023. (*Id.*, Exh. 17, at METRO_52771-72.)

27 Hyundai’s BAFO was not responsive to the RFP in two crucial ways. First, it failed to include
28 required elements listed in Amendment 10. Hyundai’s BAFO did not contain any commitment on hiring
disadvantaged workers. (Stewart Decl., ¶14, Exh. 38, at METRO_0016138-50.) Nor did Hyundai’s

1 BAFO include “the minimum requirements for each job/skill category proposed on the Jobs Labor
2 Value Form and that extent to which the plan is likely to produce long term employment in skilled or
3 trade labor in the U.S.” (*Ibid.*) Instead, it recited job *duties* for Hyundai’s largely managerial workforce,
4 rather than minimum requirements for positions, and no description for the new jobs to be created by
5 subcontractors (which were a majority of the jobs claimed). (*Id.*, Exh. 38, at METRO_0016139-48.)
6 Hyundai’s BAFO also did not contain the name and contact information of a “Plan Administrator.”
7 (*Ibid.*) Second, Hyundai’s BAFO USEP failed to include LVFs, even though the RFP (including
8 Amendments 7 and 10) required the submission of LVFs. (Janis Decl., Exh. 6, at 2-19–2-20 [“Technical
9 Proposal *shall* consist of the following parts . . . Tab 8. U.S. Employment Plan . . . Manpower Summary
10 Worksheets [and] Labor Value Forms.”]).¹

11 Hyundai’s BAFO was even more deficient when compared to the requirements of the MCP. The
12 BAFO failed to include minimum-wage or minimum fringe-benefit commitments and failed to describe
13 the “minimum total dollar commitment” on training (it only “estimated” training amounts for a few
14 subcontractors). (Stewart Decl., ¶14, Exh. 38, at METRO_0016138-50.)

15 Metro awarded the HR5000 contract to Hyundai based on its BAFO. The MCP requires that
16 scoring of covered proposals take into consideration not only the USEP’s “total dollar commitment” but
17 also the “quality” of the job commitments, including the minimum wages and benefits promised, the
18 commitment to hire disadvantaged workers, and the workforce training commitment. (Janis Decl., Exh.
19 10, at 3.) Following the scoring method in its RFP, however, Metro scored the BAFO USEPs by
20 determining the highest total dollar commitment among the proposers, assigning that proposer 50 points
21 (5% of the 1000-point scale), and assigning a lower number of points to the other proposers based on
22 their total dollar commitment relative to the highest proposer’s commitment. (*Id.*, Exh. 17; Stewart
23 Decl., ¶10, Exh. 34.)

24 Metro scheduled a Board meeting for January 25, 2024 to award the HR5000 contract.² On

25 _____
26 ¹ Stadler’s and Hitachi’s BAFOs also did not contain these elements. Stewart Decl., ¶¶ 8-9, Exhs. 32, 33.

27 ² A Metro Board Committee first awarded the contract to Hyundai in November 2023. (Stewart Decl.,
28 ¶10, Exh. 34.) Stadler filed a bid protest, arguing that the scoring was flawed (for reasons unrelated to
the USEP or MCP). (*Id.*, ¶11, Exh. 35.) Metro rejected the bid protest, and Stadler did not file suit. The
January 18, 2024 evaluation altered elements of the scoring results, but still recommended award of the
contract to Hyundai. (*Compare* Stewart Decl., Exh. 34 *with* Janis Decl., Exh. 17.)

1 January 18, 2024, Metro staff published a report, recommending that Metro’s Board approve award of
2 the contract to Hyundai. (Janis Decl., Exh. 17.) The staff report stated that “[t]his procurement complies
3 with Buy America and Metro’s Manufacturing Careers Policy” even though the procurement did not.
4 (*Id.*, Exh. 17, at 2.) Staff’s scoring gave Stadler the highest USEP score (50 points), with Hyundai in
5 second place with 33.64 points. Hyundai and Stadler’s overall scores were separated by just 14 points,
6 while the USEP component represented 50 of the 1000 total points. (*Id.*, Exh. 17, at METRO_52775 &
7 METRO_52778.)

8 Prior to the January 25, 2024 Board meeting, Metro’s contract administrators discovered that the
9 RFP did not comply with the MCP. Sometime prior to the award of the contract, contract administrator
10 Mildred Martinez was asked to compare the MCP with the elements included in RFP Amendment 10.
11 (Martinez Depo., pp. 44:20–45:18.) She did not have any previous familiarity with the MCP and did not
12 consult with DEOD in conducting her review, which she characterized as “ cursory.” (*Ibid*; *see also id.*,
13 pp. 84:24–85:5, 132:10-18.) She concluded that Amendment 10 complied with the MCP because it
14 included the “majority” of the MCP requirements. (*Id.*, pp. 81:15–82:5.) She was unable to explain the
15 basis on which she made this conclusion. (*Id.*, pp. 86:5-18.)

16 On January 24, 2024—a day before the Board awarded the contract to Hyundai—Robert
17 Pennington emailed his superior, Wayne Okubo, stating “below is my draft email to Hyundai Rotem to
18 have them modify their USEP plane [*sic*] to include a 10% commitment to hiring Disadvantaged
19 Workers for the HR5000 project per the Manufacturing Careers Policy Section 2.4.3.4[.]” (Stewart
20 Decl., ¶12, Exh. 36.) In Pennington’s draft email to Hyundai, he characterized the failure to include the
21 MCP’s disadvantaged-worker requirement as an “error in the solicitation” and included a statement that
22 award of the contract “cannot go forward” unless Hyundai’s USEP was amended. *Ibid*. Later on January
23 24, Pennington sent an email to Hyundai, again calling the failure to include the disadvantaged-worker
24 requirement an “error in the solicitation.” (*Id.*, ¶13, Exh. 37.). After a conversation with Pennington,
25 Hyundai submitted a letter to Metro on January 24, stating that it was “committed to hire new
26 disadvantaged workers that equals a minimum of 10% of the total of the new wages and benefits for all
27 local workers.” (*Ibid.*) The letter did not track the MCP’s language on disadvantaged workers (which
28 requires that at least 10% of *jobs*, not *wages and benefits*, go to disadvantaged individuals), and did not
explain who “local” workers were. (*Ibid.*)

1 Although Pennington recognized that his failure to align the HR5000 procurement with the MCP
2 was an “error in the solicitation,” he did not allow *all* of the proposers to revise their BAFOs to include
3 responses to *all* of the MCP’s requirements, nor did he insist that the BAFOs be re-scored using the
4 correct MCP methodology. There was an opportunity to do so as of January 24, as the Board had not yet
5 awarded the contract, but instead Metro permitted Hyundai to cure its proposal by adding a
6 disadvantaged-worker commitment and failed to notify the other bidders of this problem.

7 **IV. Metro and Hyundai Negotiate Material Modifications to the HR5000 Contract.**

8 On January 25, 2024, the Board awarded the HR5000 contract to Hyundai, after being misled by
9 Metro staff that the procurement had complied with the MCP. Contract administrator Mildred Martinez
10 then drafted the initial HR5000 contract. (Martinez Depo., pp. 263:2-9.) Metro and Hyundai executed
11 the initial HR5000 contract on February 14, 2024. (Stewart Decl., ¶14., Exh. 38.) The HR5000 Contract,
12 like the BAFO (and RFP), omitted key elements of the MCP, but also added elements that had not been
13 part of the procurement, further entrenching Metro’s “errors.” The HR5000 contract failed to require the
14 payment of minimum wages and benefits, did not require the submission of certified payroll reports, did
15 not commit Hyundai to fulfill a “minimum total dollar commitment” on training expenditures, and only
16 required Hyundai to ensure that 10% of the total “U.S. Workers wages and benefits” went to
17 disadvantaged workers, rather than 10% of the actual jobs. (*Id.*, Exh. 38, at 32-34.) The initial HR5000
18 contract still did not include Labor Value Forms. (*Id.*, Exh. 38, at METRO_00016138-48.)

19 Just prior to contract execution, Metro Chief Contract Manager Debra Avila presented the
20 contract to the Metro Board’s Executive Management Committee, on February 15, 2024. At that
21 hearing, Avila falsely stated that “Hyundai has committed to a U.S. Employment Plan under Metro’s
22 Manufacturing Careers Policy.” She also erroneously testified that Hyundai had committed to building a
23 new propulsion factory and to “hiring a minimum of 10% disadvantaged workers” even though Hyundai
24 had not promised a new factory and had only vaguely committed in a letter that 10% of “wages and
25 benefits” would go to disadvantaged workers. (Janis Decl., ¶22; Exec. Mgmt. Cmte. Meeting
26 https://metro.granicus.com/player/clip/2958?meta_id=155410, at 0:27:21-0:29:15.)

27 During this process, JMA (as well as other HR5000 proposers and the rest of the public) did not
28 have documents necessary to evaluate these claims. Public Contract Code §20216(b) applied to the
HR5000 procurement and required that “[o]ther than proprietary information, the content of any request

1 for proposal, any proposal received, and any other communications between a transportation agency and
2 a potential bidder . . . shall be made available to the public no later than the same time that a
3 recommendation for awarding a contract is made to the governing board[.]” JMA had submitted a
4 public-records request on December 11, 2023, seeking the HR5000 RFP and related bid documents, but
5 still had not received any documents. (Janis Decl., ¶19 & Exh. 15.)

6 Based on this delay, JMA grew suspicious. (*Id.*, ¶23.) On March 21, Janis texted Metro CEO
7 Wiggins to notify her that JMA planned to complain to the Board about the failure to provide public
8 documents and to request a meeting. (*Id.*, at ¶24 & Exh. 12, at JMA_0470.)

9 Janis’s text set off discussions within Metro’s Contract Administration Department, leading staff
10 to conclude that the HR5000 contract needed to be amended to comply with the MCP. (Stewart Decl.,
11 ¶15, Exh. 39.) Metro Executive Officer Selena Landero asked the contract administration team whether,
12 “we are certain our contract reflects the current MCP language?” (*Ibid.*) Recently promoted Deputy
13 Executive Officer Joseph Marzano sent Mildred Martinez a copy of the MCP and asked her to compare
14 it to the HR5000 contract. Martinez admitted that the contract’s “[t]erms are not fully consistent with
15 MCP.” (*Ibid.*) Martinez emailed that she was “instructed” to include the (non-compliant) USEP
16 language and Hyundai’s BAFO USEP “for now” and that “the plan” was to negotiate a modification “to
17 include the MCP language” after DEOD conducted trainings with Hyundai. (*Ibid.*) Although Martinez
18 was evasive when questioned about this “plan,” her email suggests that Metro had anticipated modifying
19 the contract prior to March 22, 2024. (*See id.*, Exh. 39; Martinez Depo., pp. 125:5-126:21.). Metro again
20 had the opportunity to halt the procurement after realizing its mistake and allow all the proposers to
21 supply new BAFOs that addressed the MCP’s requirements, but elected not to.

22 On the afternoon of April 6, 2024, Martinez sent a draft contract modification to Hyundai, with
23 additional elements of the MCP included. (Stewart Decl., ¶16, Exh. 40.) On April 2, JMA finally
24 received public records in response its request, and on April 6, Janis emailed Marzano asking why the
25 proposal documents it had received did not include LVFs. (Janis Decl., ¶¶ 27, 31 & Exh. 21, at
26 METRO_00015762.) This led Marzano and Avila to realize that proposers had not submitted LVFs as
27 part of the procurement. Marzano recognized the gravity of this omission, commenting “[t]hen how did
28 we do the evaluation? Based on what?” (Stewart Decl., ¶17, Exh. 41, at METRO_00015778.) Marzano

1 also recognized that the BAFO scoring was flawed, noting to Avila that “[t]he evaluation should have
2 included other factors, not just total wages and benefits as was evaluated on HR5000.” (*Ibid.*)

3 On April 8, Marzano emailed Janis, admitting that the procurement had not included LVFs, and
4 notifying JMA for the first time that “Staff is currently working with the Contractor to execute a
5 Contract Modification to ensure that all of the Terms and Conditions from the MCP and the labor value
6 forms are included in the Contract.” (Janis Decl., ¶31, Exh. 21, at METRO_00015761.) Marzano
7 admitted that Metro was “allow[ing] Hyundai the opportunity to adjust their numbers and include
8 retained workers in addition to the new workers already included.” (*Id.*, Exh. 21, at
9 METRO_00015760.)

10 It took months of negotiation—and threats of stop-work orders and contract termination—to get
11 Hyundai to agree to any modification and provide LVFs. Metro asked that Hyundai sign what was
12 referred to as “Contract Modification No. 1” by May 13, 2024, but Hyundai responded by saying that it
13 was compiling comments on the changes. (Stewart Decl., ¶18, Exh. 42, at METRO_00085305.) The
14 matter was “elevated to [Metro] executives,” one of whom told Hyundai that the changes were non-
15 negotiable. (*Ibid.*) Nonetheless, Hyundai sent a list of concerns about the modification and informed
16 Metro that it was involving its lawyers. (*Ibid.*) Hyundai then sent an additional list of questions about the
17 modifications in mid-June, which Martinez and Marzano answered. (*Id.*, Exh. 42, at
18 METRO_00085295-96.). Hyundai asked basic questions about why Metro was “imposing” the MCP on
19 it. It also asked: “If [Hyundai] fails to achieve the 10% [disadvantaged worker] benchmark
20 notwithstanding good faith efforts, would this be considered a Material Violation of the Contract
21 Modification?” To which Martinez answered, “Yes.” (*Ibid.*)

22 Hyundai finally signed Contract Modification 1 on June 26, 2027. (*Id.*, ¶19, Exh. 43.) The
23 modification was substantially different from Hyundai’s BAFO, crediting Hyundai \$9,464,742 for hiring
24 disadvantaged workers, for example, and allowing Hyundai credit for both “new and retained” workers
25 in its commitment. (*Id.*, Exh. 43, at 4.) However, Contract Modification #1 was incomplete because
26 Hyundai still had not provided LVFs documenting its commitment. (*Ibid.*)

27 Accordingly, Metro staff issued a new “Request for Proposals” to Hyundai, under which Metro
28 sought to “approve Hyundai Rotem’s completed [USEP] labor value forms and narrative.” Metro set a

1 deadline of July 12 for submission, and expressly reserved the right to “reject the proposal.” (*Id.*, ¶20,
2 Exh. 44.)

3 Hyundai did not meet the July 12 deadline to submit its proposal, so Metro sent another letter
4 demanding it. Metro threatened: “[t]he contract simply cannot continue without these forms and further
5 delay in submitting the forms could result in Metro issuing a stop work notice or at its discretion,
6 terminate the contract for convenience.” (*Id.*, ¶21, Exh. 45.) Still Hyundai failed to provide its full USEP
7 proposal and LVFs. (*Id.*, ¶23, Exh. 47.) After JMA informed Metro that the problems were too big to be
8 fixed by amendment and that the contract needed to be rebid, Metro’s CEO involved Debra Avila, who
9 asked staff to prepare a response for the CEO. (Janis Decl., ¶30; Stewart Decl., ¶25, Exh. 49 [hereinafter
10 Marzano Depo.], pp. 18:12–19:14.) Marzano drafted a “White Paper” detailing Metro’s failure to follow
11 the MCP during the HR5000 procurement, and Vendor Contract Management’s discovery of this failure
12 after reviewing JMA’s public records request. (*Id.*, ¶22, Exh. 46.) The White Paper recommended
13 against contract termination. (*Ibid.*)

14 Metro finally received Hyundai’s LVFs on July 26, 2024. (*Id.*, ¶23, Exh. 47.) However, Hyundai
15 expressed its position that the USEP commitments of its subcontractors were not “a separate firm
16 commitment to be evaluated throughout the project.” It also stated that it would submit a request for a
17 cost increase associated with the new USEP commitments. (*Id.*, ¶23, Exh. 47, at METRO_00016392.)
18 Hyundai subsequently demanded an additional \$2.7 million. (*Id.*, ¶24, Exh. 48.) Metro has not, to date,
19 accepted this cost-increase request. (Martinez Depo., pp. 195:1-13.)³

20 Hyundai and Metro continued to negotiate, resulting in yet another contract modification—
21 Modification 3—which was executed on November 20, 2024. (*Id.*, ¶26, Exh. 50.) During those
22 negotiations, Hyundai submitted at least two other versions of its LVFs, containing various
23 commitments on jobs and wages. (*Id.*, ¶¶ 26-27, Exhs. 50, 51.)

24 Hyundai’s USEP included with Modification 3 is fundamentally different from the BAFO on
25 which it won the award (and from previous versions of the contract). Rather than claiming credit for 159
26 contractor and subcontractor “new hires” as it did on its BAFO, Hyundai now claimed credit for 175.2
27

28 ³ Martinez testified, dubiously, that she has been “too busy” to address the request. (*Id.*, pp. 193:15–
196:13.) Marzano’s testimony indicates that Metro’s counsel has advised against paying the price-
increase request while this litigation is pending. (Marzano Depo., pp. 171:11–172:13.)

1 “new and retained” workers. (*Compare id.*, ¶26, Exh. 50, at METRO_00065456-57 with ¶14, Exh. 38, at
2 METRO_0016138-50.) Stadler U.S.’s Senior Director in charge of Stadler’s bid for the HR5000
3 contract testified that if Stadler had been allowed to claim USEP credit for “retained” workers, it would
4 have increased its USEP commitment “significantly.” (*Id.*, ¶25, Exh. 52 [hereinafter Martinson Depo.],
5 pp. 20:2-10, 31:15–32:1, 104:5-22, 111:15-24.) Stadler has a “large manufacturing site in Salt Lake
6 City, Utah,” which, at the time of Stadler’s bid, had 350 workers. (*Id.*, pp. 19:17-25; 59:1-7.)

7 Moreover, fully \$11,147,930 of Hyundai’s BAFO commitment on “facility improvements” was
8 based on its subcontractor Kinkisharyo making improvements to its Piscataway, New Jersey facility.
9 (*Id.*, ¶14, Exh. 38, at METRO_0016144.) But by the time of Modification 3, Hyundai and Kinkisharyo
10 had abandoned that plan, and decided to move production to Kinkisharyo’s Palmdale, California facility.
11 (*Id.*, ¶26, Exh. 50, at METRO_00065462.); *see also id.*, ¶29, Exh. 53.)⁴ Hyundai has, as of yet, failed to
12 clarify to Metro where Hyundai (or its subcontractors) will make those credited facility improvements,
13 and no facility improvements have been documented to Metro to date. (Martinez Depo., pp. 214:11-21.)
14 Kinkisharyo’s monetary training commitment in Hyundai’s BAFO was also based on the plan to operate
15 from its Piscataway facility, but somehow Modification 3 reflects the same amount even though the
16 facility changed. (*Compare id.*, ¶16, Exh. 38, at METRO_0016144 with ¶26, Exh. 50, at
17 METRO_00065462.). Unlike the BAFO, Hyundai’s USEP in Modification 3 addressed the remaining
18 MCP terms, including a commitment to pay minimum wages and benefits, a commitment to hire job
19 coordinators for each of the sites, and a commitment to use certified payrolls to document compliance
20 with the LVF minimum commitments. (*Id.*, ¶26, Exh. 50, at METRO_00065438-50.)

21 Even Modification 3 has not settled the content of Hyundai’s USEP, however. Soon after
22 Hyundai executed Modification 3, two of its subcontractors—Hubner and Voith U.S. Inc.—backed out
23 of their previous commitments to Hyundai’s USEP program. (*Id.*, ¶31, Exh. 55.) This has led Hyundai to
24 submit an additional LVF changing its own hiring, wage, and disadvantaged-worker commitments to
25 make up for the lost subcontractor commitments. (*Id.*, ¶32, Exh. 56.) Those new LVFs are languishing
26 on Martinez’s desk, presumably until this litigation concludes. (Martinez Depo., pp. 253:2–254:19.)
27

28 ⁴ Hyundai changed the production facility to California *because* the post-award, revised USEP requirements allowed Hyundai to get credit for retained workers, not just new hires. (*Id.*, ¶30, Exh. 54 [hereinafter Kim Depo.], pp. 137:15–138:24.)

ARGUMENT

The HR5000 contract was subject to two bodies of competitive-procurement law. It was conducted as a “competitive negotiation” under California Public Contract Code §20217, and as a federally funded project, it is subject to the “full and open competition” requirements that apply to FTA grantees. 49 U.S.C.A. §5325(a); 2 C.F.R. §200.317. Metro violated these competitive-procurement rules on the HR5000 contract by allowing only Hyundai to deviate from the RFP specifications and then materially modifying the HR5000 contract in a way that prevented “[potential bidders] from competing for what is, in reality, a new and different contract.” *CCL, Inc. v. United States*, 39 Fed. Cl. 780, 791 (1997). The harm from Metro’s violations was not simply to Stadler and Hitachi, which did not compete for a closely contested procurement on a level playing field. Metro’s post-award negotiation of HR5000’s USEP component with Hyundai alone also deprived the public of full competition on the benefits that the USEP is designed to maximize. Metro’s violations require a re-bid of the contract.

I. Metro Was Required to Follow California and Federal Procurement Rules.

The HR5000 procurement was governed by both California Public Contract Code §20217 and the federal “full and open competition” laws that apply to FTA grantees. (*See* Janis Decl., Exh. 17.)

Public Contract Code §20217(b) (“Section 20217”) allows transit agencies to use a “competitive-negotiation” process on purchases of certain specialized rail transit equipment, including rail cars. Competitive negotiation allows “negotiations with manufacturers or providers after the receipt of initial proposals during which performance or technical standards and other criteria may be revised in order to secure proposals most advantageous to the purchasing agency or to cure any deficiencies contained in the original proposals.” Pub. Contract Code §20216(g). Nothing in Section 20217 allows a transit agency to allow a single proposer to depart materially from the governing RFP or to materially modify the resulting contract *after* contract award. *Cf.* Pub. Contract Code §§20217(c)(2), (e).

The HR5000 procurement is funded, in part, with grants from the FTA. (Janis Decl., Exh. 17; Metro Req. Jud. Not. Supp. Demurrer (“Metro RJN”), Exhs. 6, 7.) As an FTA grantee, Metro is required to follow 49 U.S.C. Chapter 53, including 49 U.S.C.A. § 5325(a), which provides that “[r]ecipients of assistance under this chapter shall conduct all procurement transactions in a manner that provides full and open competition [.]” *Cf.* Metro RJN, Exh. 6, at 4. The Office of Management and Budget has promulgated regulations implementing this requirement, at 2 C.F.R. §200.317 and §§200.318—200.327.

1 Section 200.319(a) requires that “[a]ll procurement transactions under the Federal award must be
2 conducted in a manner that provides full and open competition” and §200.320(b)(2) allows for a
3 competitive-negotiation (or “competitive-proposal”) approach. The FTA has issued guidelines on the
4 rules governing grantees. FTA Circular 4220.1G (Jan. 17, 2025).⁵ The FTA’s competition requirements
5 may be enforced through state writ proceedings. *HJR Equip., Inc. v. City of Kansas City*, 603 F. Supp.
6 3d 696, 710 (W.D. Mo. 2022) (*federal court lacked jurisdiction over bidder’s challenge invoking DOT*
7 *procurement rules, but “[a]state court adjudicating Plaintiff’s state-law claim seeking judicial review of*
8 *the City’s procurement . . . is certainly ‘competent to apply federal law, to the extent it is relevant.’”*)
9 (*cit. om.*).⁶

10 California adopted its competitive-procurement laws for “the purpose of inviting competition, to
11 guard against favoritism, improvidence, extravagance, fraud and corruption, and to secure the best work
12 or supplies at the lowest price practicable[.]” *Domar Elec., Inc. v. City of Los Angeles*, 9 Cal.4th 161,
13 173 (1994) (internal cit. and quotations om.); *Konica Business Machines U.S.A., Inc. v. Regents of*
14 *University of California*, 206 Cal. App. 3d 449, 456 (1988) (to “eliminate favoritism, fraud and
15 corruption; avoid misuse of public funds; and stimulate advantageous market place competition.”).
16 California follows a “strict adherence” approach to such laws, requiring contracts awarded in violation
17 of them to be “set aside . . . even where it is certain there was in fact no corruption or adverse effect
18 upon the bidding process, and the deviations would save the entity money.” *Ghilotti Constr. Co. v. City*
19 *of Richmond*, 45 Cal. App. 4th 897, 907–08 (1996); *Konica*, 206 Cal. App. 3d at 456–457.

20 **II. Metro Materially Departed from the RFP’s Specifications in Favor of Hyundai.**

21 California law and federal open-competition rules prohibit agencies from allowing a bidder or
22 proposer to deviate from the bid specifications in a manner that could give it an advantage. Under
23 California law, “a bid is responsive if it conforms to the public agency’s specifications for the

24 ⁵ Available at: [https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-](https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance)
25 [contracting-guidance](https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance).

26 ⁶ Metro has previously argued that JMA does not have public-interest standing to enforce federal “full
27 and open competition” requirements, citing *McDonald v. Stockton Metropolitan Transit District*, 36
28 Cal.App.3d 436, 440-43 (1973). *McDonald*, however, involved an attempt by a public-interest group to
enforce a local transit agency’s obligation to build bus shelters that was purely the product of the
agency’s *contract* with the Department of Transportation. *Id.* at 442. The Court recognized JMA’s
public-interest standing in overruling Metro’s demurrer.

1 contract[.]” *DeSilva Gates Constr. LP v. Dept. of Trans.*, 242 Cal. App. 4th 1409, 1422 (2015) (cit.
2 om.). Non-responsive bids cannot be cured if doing so confers an unfair advantage. Rather, a bid that
3 “substantially conforms” to an RFP may be accepted *only* “if the variance *cannot* have . . . given the
4 bidder an advantage or benefit not allowed other bidders[.]” *Ibid.*; *Konica*, 206 Cal. App. 3d at 454.
5 Whether an agency had discretion to waive a deviation from an RFP “does not constitute a question of
6 fact for which the agency is entitled to deference.” *DeSilva*, 242 Cal. App. 4th at 1424.

7 Federal procurement rules also require non-responsive bids to be rejected. *Prestex Inc. v. U.S.*,
8 320 F.2d 367, 372 (Fed. Cir. 1963) (“Rejection of nonresponsive bids is necessary if the purposes of
9 formal advertising are to be attained, that is, to give everyone an equal right to compete for Government
10 business, to secure fair prices, and to prevent fraud.”); *Monument Realty LLC v. Washington Metro.*
11 *Area Transit Auth.*, 535 F. Supp. 2d 60, 74 (D.D.C. 2008). While waiver is permitted where the non-
12 responsiveness is “trivial or of a mere formality,” *Grade-Way Const. v. United States*, 7 Cl. Ct. 263, 265
13 (1985), “deviations (from advertised specifications) may be waived by the contracting officer” only if
14 “they do not go to the substance of the bid or work an injustice to other bidders.” *Toyo Menka Kaisha,*
15 *Ltd. v. United States*, 597 F.2d 1371, 1376 (Ct. Cl. 1979) (cit. om.).⁷

16 Metro allowed Hyundai to deviate from the RFP’s requirements for a responsive bid in two
17 ways, both of which unfairly advantaged it. First, none of the proposers’ BAFOs included a commitment
18 that 10% of their total USEP wages and benefits would go to “disadvantaged workers” as RFP
19 Amendment 10 required. Months after the proposers submitted their BAFOs—indeed, one day before
20 the Metro Board was set to decide on the contract—Metro notified Hyundai *and only Hyundai* that there
21 had been an “error in the solicitation” and allowed Hyundai to cure its non-responsive BAFO by making
22 the disadvantaged-worker commitment.

23 By allowing Hyundai alone to cure this deficiency, Metro gave it “an advantage or benefit not
24 allowed other bidders[.]” *DeSilva*, 242 Cal. App. 4th at 1422. Far from a “mere formality,” the

25 ⁷ No federal judicial precedent appears to have addressed the application of this rule to competitive-
26 negotiation procurements, but the U.S. Comptroller General—who adjudicates bid protests on federal
27 procurements—has concluded that it does. *Dynalantic Corp.*, 68 Comp. Gen. 413, 414 (May 3, 1989)
28 (“It is a fundamental principle of federal procurement that a contracting agency must treat offerors
equally, and that they must be furnished with identical statements of the agency’s requirements in order
to provide a common basis for the preparation and submission of competitive proposals.”).

1 disadvantaged-worker hiring requirement is a *central* element of the MCP that Metro staff told its Board
2 was being applied. (Janis Decl., Exh. 10 [maximizing job creation “for low-income residents and those
3 facing barriers to employment” as core MCP objective].) Indeed, Metro staff subsequently highlighted
4 Hyundai’s commitment to disadvantaged-worker hiring in recommending that its Board authorize
5 contract execution. (*Id.*, ¶22.) Moreover, when Hyundai later asked Metro staff whether its failure to
6 achieve the 10% commitment would be considered a “material violation” of the contract, Metro staff
7 responded that it would. (Stewart Decl. ¶18, Exh. 42, at METRO_00085295-96.)

8 The second way in which Metro allowed Hyundai to cure a non-responsive proposal was by
9 allowing it to submit Labor Value Forms months after its BAFO. The RFP made clear that proposers’
10 Technical Proposals were required to include “Labor Value Forms.” (*Id.*, ¶7, Exh. 31, at 2-20.) These
11 forms were critical to the formal USEP proposals because they contained details on the proposers’
12 USEP commitments, including the “hours of work, expenditures for training activities, creation of Full
13 Time Equivalent (‘FTA’) employment positions, and related substantive commitments” that the
14 proposer was agreeing to. (*Id.*, Exh. 31, at 2-40.) None of the BAFOs, however, included LVFs. (*Id.*,
15 ¶¶8-9, 14, Exhs. 29, 30, 38, at METRO_0016138-50.) Only Hyundai was permitted to cure this
16 deficiency. The materiality of the LVFs is readily demonstrated by the fact that Metro *threatened a stop-*
17 *work order and contract termination* when Hyundai later delayed in providing the LVFs that Metro had
18 demanded. (*Id.*, ¶21, Exh. 45.)

19 In both cases, Metro’s actions are similar to those disapproved in *DeSilva*, 242 Cal. App. 4th
20 1409. There, an RFP for a CalTrans construction project required bidders to include a signed addendum
21 demonstrating agreement with certain material terms of the procurement. The winning bidder failed to
22 do so, but CalTrans purported to waive this irregularity by allowing it to submit documentary evidence
23 after the bids had been opened. The court held that CalTrans had no discretion to waive this material
24 term of the procurement and that doing so was an abuse of discretion. *Id.* at 1423-24; see also *Eel River*
25 *Disposal & Res. Recovery, Inc. v. Cnty. of Humboldt*, 221 Cal. App. 4th 209, 237 (2013) (“the [city] not
26 only changed the criteria after bids were unsealed, but did so by introducing a previously unknown
27 factor”).
28

1 **III. Metro Materially Modified the HR5000 Contract After Awarding It to Hyundai.**

2 Metro violated another critical principal of competitive-procurement law when it negotiated
3 material modifications to the HR5000 contract after awarding it to Hyundai.

4 Under the “cardinal-change” doctrine, federal courts assess “whether Government modifications
5 changed the contract enough to circumvent the statutory requirement of competition.” *AT&T Commc’ns,*
6 *Inc. v. Wiltel, Inc.*, 1 F.3d 1201, 1205 (Fed. Cir. 1993). Under the doctrine, “[c]ontract modifications
7 may not materially depart from the scope of the original procurement; otherwise the modification
8 prevents the complaining party (and other potential bidders) from competing for what is, in reality, a
9 new and different contract.” *CCL*, 39 F3d. Cl. at 791; *Am. Apparel, Inc. v. U.S.*, 108 Fed. Cl. 11, 27
10 (2012) (same). The cardinal-change doctrine arises most frequently in disputes under the Competition in
11 Contracting Act (“CICA”), 41 U.S. Code §3301. But the same “full and open competition” standard
12 applies under FTA grant competition rules, *see* 49 U.S.C.A. § 5325(a), 2 C.F.R. §200.319(a), and the
13 doctrine applies to grant-funded procurements. FTA Circular 4220.1G, Page V-35.

14 Materiality is solicitation-specific. *Keeter Trading Co. v. United States*, 79 Fed. Cl. 243, 260
15 (2007) (“Because every situation in which parties enter into a contractual relationship is unique, there is
16 no definitive test for determining whether a change is beyond the scope of a particular contract.”). A key
17 “factor to consider when determining the scope of the original competition is “whether the solicitation
18 for the original contract adequately advised offerors of the potential for the type of changes during the
19 course of the contract that in fact occurred, or whether the modification is of a nature which potential
20 offerors would reasonably have anticipated.”” *Wiltel, Inc.*, 1 F.3d at 1207 (cit. om.); *Northrop*
21 *Grumman Corp. v. U.S.*, 50 Fed. Cl. 443, 465 (2001). “If a court ultimately finds a modification ‘to be
22 outside the reasonable expectations of the bidders, the government must show that it adequately advised
23 the bidders that such a change might occur.’” *American Apparel*, 108 Fed. Cl. 11, 30 (2012) (quoting
24 *Northrup Grumman*, 50 Fed. Cl. at 465). Courts also assess “factors such as the extent of any changes in
25 the type of work, performance period and costs between the contract as awarded and modified.”
26 *Cardinal Maint. Serv., Inc. v. United States*, 63 Fed. Cl. 98, 106–07 (2004) (internal quot. and cit. om.).⁸

27
28 ⁸ No published California case has addressed application of the cardinal-change doctrine to the State’s
competitive-procurement statutes. But the principles that animate its use on federal procurements apply
equally to competitive negotiation under Section 20217. *See Konica*, 206 Cal. App. 3d at 456 (purpose
of competitive-procurement laws to “eliminate favoritism, fraud and corruption; avoid misuse of public

1 The modifications that Metro negotiated beginning a month after it executed the HR5000
2 contract were cardinal changes. First, other proposers were given no notice that Metro would materially
3 change the USEP requirements to: (1) allow proposers to take credit not only for new hires but also
4 retained workers; (2) give proposers credit for hiring disadvantaged workers for 10% of their USEP
5 workforce; (3) mandate payment of minimum wages and benefits, rather than just a total dollar
6 commitment; (4) adopt additional reporting requirements to demonstrate compliance; (5) require
7 detailed commitments on workforce development, outreach, recruitment, and retention; and (6) allow
8 wholesale changes to the location where facility investments were proposed to be made. The
9 representative of one competitor—Stadler—testified that just one of these changes (allowing credit for
10 retained workers) would have “significantly” altered its USEP proposal. (Martinson Depo., pp. 111:15-
11 24.); *American Apparel*, 108 Fed. Cl. at 29 (“In determining whether a contract, as modified, is
12 ‘materially different,’ a court should ‘first focus on the modification in the context of the original
13 procurement’ and then determine ‘the expectations of potential offerors.’”) (cit. om.). Metro cannot
14 argue that its modifications were merely “change orders.” *Cf. Wiltel, Inc.*, 1 F.3d at 1205. Metro itself
15 characterized its demand for a complete USEP and LVFs as a “Request for Proposals” to modify the
16 contract, not a change order. (Stewart Decl., ¶20, Exh. 44; see *Cardinal Maint.*, 63 Fed. Cl. at 109.)

17 Second, the modifications that Metro negotiated with Hyundai had the potential to alter scoring
18 of the BAFOs. If all parties had been permitted to submit BAFOs governed by the MCP—including its
19 credit for retained workers, provisions on disadvantaged-worker hiring, rules on programs for training
20 and outreach, and requirement of minimum wages and benefits—scoring of the USEP component of the
21 competitive negotiation could have been quite different. (See Martinson Depo., pp. 101:2-16.). Indeed, if
22 the BAFOs had been scored according to the MCP’s evaluation system—which Metro recognized

23 _____
24 funds; and stimulate advantageous market place competition.”). If the government could solicit
25 competitive proposals, score them based on negotiated BAFOs, award them based on this evaluation,
26 and then negotiate material changes to key elements of the contract with the winning proposer, other
27 proposers would be deprived of an equal playing field and the public would be deprived of true
28 competition. As under federal law, “[w]hen a cardinal change occurs . . . the [] recipient effectively has
awarded a new, noncompetitive contract to the contractor,” which transit agencies are not allowed to do
under Section 20217. *Cf. FTA Circular 4220.1G*, Page V-35. Making material changes to a
competitively negotiated contract runs directly counter to Public Contracts Code §20216(g), which
permits negotiation after review of the initial proposals “to secure *proposals* most advantageous to the
purchasing agency,” but does not permit further negotiation over material terms post-award.

1 should have applied, (Stewart Decl., ¶17, Exh. 41, at METRO_00015778)—job *quality* commitments,
2 not just the total dollar commitment, would have contributed to a proposer’s score. *See Konica*, 206
3 Cal.App.3d at 454 (change is material unless it “*cannot have . . . given the bidder an advantage*”). The
4 scoring of Hyundai’s and Stadler’s BAFOs was separated by just 14 out of 1000 points, and the USEP
5 comprised fully 50 of those total points. A change in USEP scoring could have altered the outcome.

6 Third, Metro’s and Hyundai’s actions clearly demonstrate that the USEP modifications to the
7 HR5000 contract were material. Metro threatened stop-work notices and contract termination if Hyundai
8 did not agree to the modifications. Hyundai deliberated for months before agreeing to the modification,
9 and even after agreeing has been unable to stop subcontractors from refusing to participate. These are
10 not actions associated with minor or insubstantial changes. In fact, the Board-adopted MCP is a
11 cornerstone to Metro’s procurement program and the subject of glowing a L.A. Times editorial.
12 Modifying the contract to comport with it was a critical, “non-negotiable” mandate from Metro’s upper
13 management. (*Id.*, ¶18, Exh. 42, at METRO_00085295-96.)⁹

14 Metro’s alteration of Hyundai’s contract to comport with the MCP was a material modification.
15 Its failure to allow other proposers to fundamentally revise their BAFOs in a similar manner, and to
16 evaluate them on this basis, violated California and federal law.

17 **IV. Metro Abused its Discretion by Failing to Follow the MCP.**

18 Metro admits that the Board-mandated MCP applied to the HR5000 procurement, yet contract
19 administrators on the HR5000 contract were permitted to ignore that policy. Cf. *Civ. Serv. Assn. v.*
20 *Redevelopment Agency*, 166 Cal. App. 3d 1222, 1225 (1985) (“As a general rule, powers conferred upon
21 public agencies and officers which involve the exercise of judgment or discretion are in the nature of
22 public trusts and cannot be surrendered or delegated to subordinates in the absence of statutory
23 authorization.”). The MCP was intended to provide *public benefits*, including to lower-income
24 individuals facing barriers to employment. Metro staff did not have discretion to waive this policy, and
25 doing so was an abuse of discretion.

26 Metro may argue that its staff “substantially complied” with the MCP, and so did not abuse
27 discretion. But that argument fails. Key elements of the MCP—including, for example, the requirements
28

⁹ Materiality is also demonstrated by the fact that Hyundai has demanded an additional \$2.7 million in price consideration for the modification. (*Id.*, ¶24, Exh. 48.)

1 that proposers commit to paying minimum wages and benefits and that they document their
2 commitments in LVFs—were omitted entirely. Most critically, the HR5000 procurement did not follow
3 MCP’s scoring procedures, which required that Metro evaluate *job quality* in choosing a vendor, not just
4 the total dollars committed. Metro’s failure to follow its MCP was arbitrary and capricious.

5 **V. A Re-Bid of the Contract is the Only Effective Remedy.**

6 Metro had opportunities to change course after it realized there was an “error in solicitation,” to
7 apply the MCP to the procurement properly, and to give all proposers the opportunity to compete over
8 the USEP on a level playing field. But Metro did not reopen the evaluation process. Instead, it pushed
9 ahead with an unlawful contract modification. Metro’s actions did not just harm Stadler and Hitachi,
10 who were denied the opportunity to compete fairly, they also harmed the public, which was denied full
11 competition over the public benefits promised by the USEP. *See MCM Construction, Inc. v. City &*
12 *County of San Francisco*. 66 Cal.App.4th 359, 372 (1998) (“Competitive bidding laws are passed for the
13 benefit and protection of the taxpaying public.”). In these circumstances, the contract must be “set
14 aside.” *Ghilotti Constr. Co. v. City of Richmond*, 45 Cal. App. 4th 897, 907–08 (1996).

15 Metro complains that ordering a re-bid—or a partial re-bid, omitting the portion of the rail cars
16 to be delivered prior to the Olympics—is impossible, but that claim is purely speculative. It remains
17 early in the HR5000 procurement, with Metro having made no Milestone Payments to Hyundai for
18 scheduling milestones. (Kim Depo., pp. 201:21–202:7.) Metro’s Rail Fleet Management Plan, which
19 “determine[s] the agency’s current and future light and heavy rail vehicle fleet requirements,” shows
20 that Metro has contingency plans for the 2028 Olympics and beyond. (*See, e.g., id.*, ¶33, Exh. 57, at 4-20
21 [“To meet the needs of potentially additional services for the LA28 Olympics and Paralympic Games,
22 Metro is exploring the use of belly cars and borrowing/acquiring vehicles from other rail systems.”]), at
23 4-19 (refurbishment of A650 railcars will be available to “address any needs pending delivery of
24 sufficient HR5000 cars in FY2029 through FY2030 and beyond.”].)

25 In any case, if there is concern that re-bidding the contract will interfere with delivery of vehicles
26 prior to the Olympics, the Court could segment the contract, and only order rebidding of railcar delivery
27 to occur further in the future. The Court should not conclude that Metro has violated cardinal
28 competitive-procurement principles and order no remedy at all.

1 **CONCLUSION**

2 For the foregoing reasons, the Court should conclude that Metro abused its discretion and issue a
3 writ directing a full or partial re-bid of the HR5000 contract.
4

5 Dated: May 9, 2025

Respectfully submitted,

6 McCracken, Stemerman & Holsberry, LLP


7
8 By:  _____

9 Paul L. More

10 Luke N. Dowling

475 14th Street, Suite 1200

11 Oakland, CA 94612

12 
Fax: (415) 597-7201

Email: pmore@msh.law

ldowling@msh.law

14 *Attorneys for Jobs to Move America*
15
16
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28

1 **PROOF OF SERVICE**

2 I am a citizen of the United States and employed in Alameda County, California. I am
3 over the age of eighteen years and not a party to the within-entitled action. My business address is
4 475 14th Street, Suite 1200 Oakland, CA 94612. On May 9, 2025 I served a copy of the within
5 document(s):

6 **PETITIONER JOBS TO MOVE AMERICA'S TRIAL BRIEF**

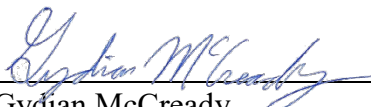
7
8 Via electronic service to the above-listed persons, at the email addresses set forth below:

9 Daniel D. McMillan
10 Jacqueline S. DeCamara
11 Carolyn A. Woodson
12 Valerie Crawford
13 Nick Rawls
14 Christine Cheung
15 JONES DAY
16 555 South Flower Street, Fiftieth Floor
17 Los Angeles, California 90071.2452
18 [REDACTED]
19 Facsimile: +1.213.243.2539
20 Emails: ddmcmillan@jonesday.com
21 jdecamara@jonesday.com
22 cawoodson@jonesday.com
23 vcrawford@jonesday.com
24 nrawls@jonesday.com
25 cecheung@jonesday.com

26 *Attorneys for Los Angeles County Metropolitan Transportation*
27 *Authority*

28 I declare under penalty of perjury under the laws of the State of California that the above is
true and correct.

Executed on May 9, 2025, at Oakland, California.

25 
26 Gydian McCready

May 2025 RBM General Public Comments

From: [REDACTED]

Sent: Thursday, May 1, 2025 10:06 AM

To: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Subject: Attn: Stephanie Wiggins LA Metro card scam is ripping off minority students, end your corruption now! - your discriminating on working class minorities! 6am bus 438, #12403 causes students to miss work and exams!

Can someone please explain why all year long minority students have been paying for LA metro TAP cards which never seem to work, even tho students keep playing to put money in the cards ! !! Students and working class minorities pay into these cards and the metro cards never seem to work on LA buses, which means we get stuck having to pay again to get on the bus and the drivers won't give us our change back! Minority students are sick of being ripped off by this Metro scam and corruption !

LA Metro is ripping off students and minorities with this endless incompetence and corruption! Where is our money going to that we paid to have on the metro cards and where does our change that we don't get back, go! ? ! Please explain to minority students and working class minorities where all of our stolen money from Metro LA is going !

Los Angeles students have had to put up with this metro incompetence and corruption all year long and we are sick of it!

CA ATTORNEY ROB BONTA AND ELON MUSK AND DOGE NEED TO INVESTIGATE THIS LA METRO CORRUPTION, IMMEDIATELY! 🗣️

On Thursday, May 1, 2025, [REDACTED] wrote:

That bus 438 does the same thing to me and rips me off! It says that I have no money on my tap card, yet it's completely filled up with money, at which point the driver makes me stick 10 bucks in a box and tells me they don't give change! This rip off and corruption needs to be investigated and people need to be fired for allowing this scam to be acted out in minority students! There is a large congregation of Native American students based in the South Bay and we demand better public transportation services and demand that metro buses stop ripping us off! We want our change back from the money you steal from us!



On Thursday, May 1, 2025, [REDACTED] wrote:

Dear Stephanie Wiggins Los Angeles County Metropolitan Transportation Authority (Metro),
your services from the South Bay to UCLA ARE HORRIBLE And DISCRIMINATE ON
WORKING CLASS STUDENTS AND MINORITIES!

This morning, a group of visiting international students missed their exams because your 6am bus 438, #12403 failed to stop at the yellow line drop off near USC! One student was dropped off in a random part downtown and almost had their phone stolen while trying to find the yellow line. The others had to take a uber from downtown! For some dumb reason there's no stop buttons in that bus for students to push!

Further more, we come to find that bus 438 would NOT take the students metro TAP pass despite it having plenty of money on it! You people are scamming working class minorities and our communities are sick of it!

UCLA and LMU minority students are being denied reasonable access to transportation to UCLA and this is DISGUSTING! Students wake up at ridiculous hours to be transported to USC and then over to UCLA!

For some dumb reason, the metro pink K line doesn't even go all the way through to the yellow line, and the metro bus connection which is meant to connect from aviation station to westchester, never shows up or is always late which holds up UCLA students as well as LMU students!

Working class minority students should not have to wake up at god awful hours just to have more stress put on them by your failed metro bus lines!

Students paid a lot of money to study in LA for these courses and we are sick of missing classes and job interviews due to poor metro services!

It's time to provide better bus and metro services to minorities and working class people living in the South Bay cities!

Can some one please contact us today and give us a phone where we can speak to someone who will help us chart out the quickest, safest and easiest way to for students to get to UCLA and jobs on the west side, so that we don't have to travel one hour East and then back to the south side! This is ridiculous!

Thank you!

[REDACTED]

[REDACTED]

From: [REDACTED]

Sent: Thursday, May 1, 2025 11:30 AM

To: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Subject: Stephanie Wiggins LA Metro: issues with Metro cards and bus information

Good morning Mrs Wiggins,

I just called your office, but no one picked up. I'm one of the students at LA student volunteer lawyers, we've been helping homeless students and newly arrived migrant students get settled in Los Angeles, unfortunately there have been numerous issues with Metro cards not working.

Most concerning is the LIFE - Low Income fair cards, which were issued to homeless and low income students seem to be leaving people stranded, because LA buses don't seem to be able to properly read the cards.

This issue leaves people stranded, or in a position where they have to give up their last dollars to ride the bus, while being denied their change.

Another issue is that buses don't appear to be making their regular stops at train stations which are advertised on your website and other Metro communications. There also seems to be issues where buses, such as the 438, which has no "stop request buttons", since drivers aren't making stops at the advertised train stops, there's no way to alert the driver. This is especially frustrating for non-English speaking passengers. This situation left a LIFE - Low Income fair cards passenger stranded this morning, in a bad part of town, and they almost had their phone stolen. Since the passenger was denied getting their change back from the bus driver, the passenger could not afford to get on another bus. UCLA students had to pay for them to get on an Uber. It's rather disturbing that passengers have to face

these obstacles. There's also issues regarding the lack of metro services from the South Bay to UCLA and LMU, it appears that students in those areas have to go 45 minutes (Or more) in to DTLA, and then back south/west for another 45 minutes - Two hours for what should be a 15 mile journey, is not acceptable, this is extremely ridiculous!

Due to issues with the 438 bus, a homeless person missed their job interview, which is very upsetting and aggravating, especially since they left at 6 am for a 8 am interview. LA Metro needs to do a lot better, as this is not acceptable.

I've cc'd LIFE - Low Income fair cards on this email in hopes that migrant and homeless students can get some answers as why their Metro cards (that have plenty of money in them) aren't working. Since these passages have had their money taken from them and not been given their change back, I've asked some of these LIFE passengers to reach out directly to LA Metro to ensure that they will not be denied bus transportation home. Some of these passengers are 30 miles from home and leaving them stranded is not acceptable. It's hoped these issues can be quickly and fairly resolved - without threats or retaliation.

I look forward to your reply.

Thank you.

[REDACTED]

USC LAW STUDENT VOLUNTEER

On Thursday, May 1, 2025, [REDACTED] wrote:

Can someone please explain why all year long minority students have been paying for LA metro TAP cards which never seem to work, even tho students keep paying to put money in the cards ! !! Students and working class minorities pay into these cards and the metro cards never seem to work on LA buses, which means we get stuck having to pay again to get on the bus and the drivers won't give us our change back! Minority students are sick of being ripped off by this Metro scam and corruption !

LA Metro is ripping off students and minorities with this endless incompetence and corruption! Where is our money going to that we paid to have on the metro cards and where

does our change that we don't get back, go! ? ! Please explain to minority students and working class minorities where all of our stolen money from Metro LA is going !

Los Angeles students have had to put up with this metro incompetence and corruption all year long and we are sick of it!

CA ATTORNEY ROB BONTA AND ELON MUSK AND DOGE NEED TO INVESTIGATE THIS LA METRO CORRUPTION, IMMEDIATELY! 🙄

On Thursday, May 1, 2025, [REDACTED] wrote:

That bus 438 does the same thing to me and rips me off! It says that I have no money on my tap card, yet it's completely filled up with money, at which point the driver makes me stick 10 bucks in a box and tells me they don't give change! This rip off and corruption needs to be investigated and people need to be fired for allowing this scam to be acted out in minority students! There is a large congregation of Native American students based in the South Bay and we demand better public transportation services and demand that metro buses stop ripping us off! We want our change back from the money you steal from us!

Joe

On Thursday, May 1, 2025, [REDACTED] wrote:

Dear Stephanie Wiggins Los Angeles County Metropolitan Transportation Authority (Metro), your services from the South Bay to UCLA ARE HORRIBLE And DISCRIMINATE ON WORKING CLASS STUDENTS AND MINORITIES!

This morning, a group of visiting international students missed their exams because your 6am bus 438, #12403 failed to stop at the yellow line drop off near USC! One student was dropped off in a random part downtown and almost had their phone stolen while trying to find the yellow line. The others had to take a uber from downtown! For some dumb reason there's no stop buttons in that bus for students to push!

Further more, we come to find that bus 438 would NOT take the students metro TAP pass despite it having plenty of money on it! You people are scamming working class minorities and our communities are sick of it!

UCLA and LMU minority students are being denied reasonable access to transportation to UCLA and this is DISGUSTING! Students wake up at ridiculous hours to be transported to USC and then over to UCLA!

For some dumb reason, the metro pink K line doesn't even go all the way through to the yellow line, and the metro bus connection which is meant to connect from aviation station to westchester, never shows up or is always late which holds up UCLA students as well as LMU students!

Working class minority students should not have to wake up at god awful hours just to have more stress put on them by your failed metro bus lines!

Students paid a lot of money to study in LA for these courses and we are sick of missing classes and job interviews due to poor metro services!

It's time to provide better bus and metro services to minorities and working class people living in the South Bay cities!

Can some one please contact us today and give us a phone where we can speak to someone who will help us chart out the quickest, safest and easiest way to for students to get to UCLA and jobs on the west side, so that we don't have to travel one hour East and then back to the south side! This is ridiculous!

Thank you!

[REDACTED]

[REDACTED]

From:

Sent: Thursday, May 15, 2025 12:16 AM

To: Board Clerk <BoardClerk@metro.net>

Subject: Time to scrap Foothill Gold line

Hello, as a LA County taxpayer, I believe it is beyond time that the Metro Board scrap the Foothill Gold line extension project, and instead use that money where it is needed more, such as in projects like the Southeast Gateway Line, or the East San Fernando Valley line. There already is a Metrolink Station at Pomona North where one will be able to do a quick transfer.



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"A great place to live, work, and play"

March 25, 2025

Metro Board of Directors

Los Angeles County Metropolitan Transportation Authority (Metro)
One Gateway Plaza
Los Angeles, CA 90012

Subject: Request for Station Name Change – Metro Eastside Phase 2 (ESP2) Project

Dear Metro Board of Directors,

On behalf of the City of Santa Fe Springs (City), I respectfully request that the planned station within our City, as part of the Metro Eastside Phase 2 (ESP2) project, be renamed to accurately reflect its geographic location. While we understand the station is currently planned to be named the Norwalk Boulevard station, this designation does not fully represent the community it serves.

To better align with its true location, we propose renaming the station to **"Santa Fe Springs Station"** or, alternatively, **"Santa Fe Springs Station at Norwalk Boulevard."** This change would more accurately acknowledge our city's presence and ensure clarity for future riders.

We appreciate the Metro Board's consideration of this request and its continued commitment to serving communities throughout Los Angeles County. Thank you for your time and attention to this matter. We look forward to your response.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Rounds", with a stylized flourish at the end.

Bill Rounds
Mayor, City of Santa Fe Springs

CC: Jill Liu, Metro Project Manager

William K. Rounds, Mayor • Joe Angel Zamora, Mayor Pro Tem
City Council
Annette Rodriguez • Juanita Martin • John Mora
City Manager
René Bobadilla, PE, City Manager



May 21, 2025

Chair Hahn & Members of the Board
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 3rd Floor Board Room
Los Angeles, CA 90012

Re: Zero-Emission Bus Deployments

Dear Chair Hahn and Members of the Board:

On behalf of the Los Angeles County Electric Truck and Bus Coalition, we write regarding your agency's zero-emission bus plans. Our coalition is composed of environmental, environmental justice, and labor advocates, including Earthjustice, Sierra Club, Jobs to Move America, East Yard Communities for Environmental Justice, and the International Brotherhood of Electrical Workers, Local 11. We are committed to achieving zero-emission electric bus and truck adoption with robust workforce standards so that our communities can breathe clean air and enjoy family-sustaining, high-wage careers.

Overall, we are disappointed with the continued lack of ambition on zero-emission bus deployments. Eight years ago, LA Metro made the landmark decision to commit to 100% zero-emission buses by 2030. After eight years of work, the agency has deployed 3% of its bus fleet as zero-emissions. If we continue at this percentage of fleet conversion per year, it will take more than 250 years to fully electrify the agency's fleet. Our Coalition recognizes that any large-scale technological change will encounter challenges, but implementation has been too slow given the benefits of this conversion.

This lack of progress is particularly concerning given the world will be visiting Los Angeles in a little over three years when our region hosts the Olympic and Paralympic Games. We can and should deploy more electric buses to move spectators and athletes. We are heartened by how many options exist for electric bus purchases, and we encourage the agency to exercise those options in time to deploy more electric buses by the start of the Olympics. But, this means moving swiftly as decisions need to be made now to ensure buses are available in three years.

We are also deeply concerned about the pace of construction on the facilities. The recent staff slides on electric bus deployments show that only two divisions will be fully electrified by the start of the Olympic and Paralympic Games. It is also curious why only divisions in Southern California Edison Territory will be completed prior to these events. The Operations Committee has a Vice Chair of the LA City Council committee that oversees the Los Angeles Department of Water and Power (LADWP). In addition, the Mayor of Los Angeles sits on LA Metro. Hastening the electrification of facilities in LADWP territory is vital, and we encourage engagement with the City to deploy charging at these facilities more quickly.

We appreciate your consideration of these comments, and we look forward to working with LA Metro to consistently expand its zero-emission bus fleet.

Sincerely,

The Los Angeles County Electric Truck and Bus Coalition

CC: Stephanie Wiggins, CEO

From: [REDACTED]
To: [Board Clerk](#)
Subject: General Comment - May 22 2025 BOD Meeting
Date: Wednesday, May 21, 2025 7:59:58 AM

Hello LA Metro. My name is [REDACTED] I'm a resident of Downey who rides LA Metro buses and trains to work, and I always pay my fares. Just in case LA Metro board members & staff weren't aware, there's a recent 90-page BART commissioned report by the group Center for Policing Equity that was released on May 15 2025.

In it, it shows evidence how the BART style taller faregates have not resulted in noticeable fare revenue gains or improved public safety. And the police doing the enforcing of fares have resulted in marginalized groups and low income groups being disproportionately targeted.

I bring this up because LA Metro has been trying to push for more BART style taller fare gates here in LA Metro's system. But if this report is evidence that taller fare gates are not effective in improving public safety and increasing fare revenue, then LA Metro should not be spending around 100 million dollars on things like taller fare gates and TAP to Exit (especially with the expected FY2028 budget short fall coming up).

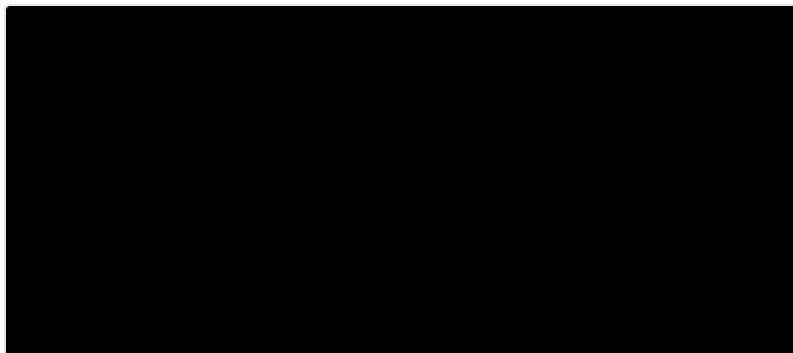
Here's the source if you or anybody else wants to read it: <https://policingequity.org/cpe-publishes-report-on-improving-bart-fare-enforcement-operations/> .

And here's a quick 4-minute CBS news video discussing about the report:
<https://www.youtube.com/watch?v=rWQ16Wmysao> .

Thank you for your time in reading this.

Sincerely,

[REDACTED]



New report questions BART's focus on combating fare evasion

From: [REDACTED]
To: [Board Clerk](#)
Subject: GENERAL COMMENT 2025-0183
Date: Wednesday, May 21, 2025 2:48:20 PM

GENERAL COMMENT 2025-0183

I'm happy to see an increase by LA Metro in their Active Transportation division. I would like to strongly encourage the board to substantially increase. There is a rapidly growing segment of the LA transportation community that is trading their cars for e-bikes/bicycles, as shown by the overwhelming popularity of events such as CicLAVia. If LA Metro would like to get its best bang for its buck in transitioning the city away from its car-dependence, rapid, overwhelming amounts of investment into its Active Transportation division is an incredibly efficient way of doing so.

Thank you,

[REDACTED]



May 8, 2025

Mr. Andrew Coppolo
Senior Contract Administrator
Los Angeles County Metropolitan
Transportation Authority (Metro)
One Gateway Plaza
Los Angeles, CA 90012-2952

Dear Mr. Coppolo:

I am writing in response to your letter dated April 25, 2025, in which Metro has determined that my team's submittal for Invitation for Bid (IFB) No. OP122327(3) as non-responsive. My team and I are genuinely surprised and at a loss by this decision, as we believe we fully complied with all the requirements outlined in the IFB.

The letter indicates that our submittal was deemed non-responsive because our firm, Far East Landscape and Maintenance, Inc., is not certified under the NAICS code for Tunnel Washing Services. However, our firm is certified under a different NAICS code and thus meets the IFB's stated requirement of being a certified Small Business Enterprise (SBE). The IFB does not specify that an SBE must hold certification under the Tunnel Washing Services NAICS code to be deemed responsive. Furthermore, our subcontractor, Parkwood Landscape Maintenance, Inc., is currently performing tunnel washing services under an existing Metro contract and brings with them deep experience and operational knowledge of the scope of work.

The IFB also requires the certified SBE to perform a Commercially Useful Function accounting for at least 30% of the work. Far East Landscape and Maintenance, Inc. will satisfy this requirement. Attached to this letter is a detailed summary of the contract-related work our firm will undertake, including tasks directly associated with tunnel washing and other contract-related services.

I want to underscore that opportunities like this are essential to the growth and development of small, disadvantaged, minority-owned businesses such as ours. The very intent of Metro's SBE set-aside program is to foster equitable access and capacity-building within the local business community in Los Angeles. By participating in projects of this scope, firms like mine gain the hands-on experience necessary to compete for more complex contracts in the future. Denying responsive SBEs the ability to

participate undermines the goals of inclusion, development, and long-term sustainability that this program is designed to promote.

Given these considerations, I respectfully request that Metro reconsider its decision and determine our submittal to be responsive. Should you require any additional information or clarification, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tony Moon', with a stylized, flowing script.

Tony Moon

President

Far East Landscape and Maintenance, Inc.

Attachment

CC: Metro Board of Directors
Stephanie Wiggins
Carolina Coppolo
Carlos Martinez
David Melito

Attachment

Scope of Services to be provided by Far East Landscape and Maintenance, Inc.

- Supervise Crews
- Power wash all tunnel walls surfaces, tracks, catwalks, and handrails
- Remove all trash, debris, paper, refuse and hazardous materials.
- Install spill berms for drains to assure that all drains are kept free and clean, and to prevent particulates from entering the drain system.
- Protect Metro electronic equipment from water intrusion and damage.
- Perform all administrative work including CPR payroll reporting, record keeping and invoicing.



MINUTES

Thursday, May 22, 2025

10:00 AM

Board of Directors - Regular Board Meeting

DIRECTORS PRESENT:

Janice Hahn, Chair

Fernando Dutra, 1st Vice Chair*

Jacquelyn Dupont-Walker, 2nd Vice Chair

Karen Bass

Lindsey Horvath

Holly J. Mitchell

Ara J. Najarian

Tim Sandoval

Hilda Solis

Gloria Roberts, non-voting member

Stephanie Wiggins, Chief Executive Officer

***Attended virtually under AB2449**

CALLED TO ORDER: 10:21 A.M.

ROLL CALL

1. APPROVED Consent Calendar Items: 2, 6, 7, 8, 9, 11, 12, 13, 14, 15, 17, 19, 21, 22, 29, 30 and 31.

Consent Calendar items were approved by one motion, except item 7, which was withdrawn, and item 29, which was approved under reconsideration.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	Y	Y	Y	A	A	A	Y	Y	A	A	Y

**Voting Deviations:*

Item 14 – the following Director was conflicted: HJM

2. SUBJECT: MINUTES

2025-0440

APPROVED ON CONSENT CALENDAR Minutes of the Regular Board Meeting held April 24, 2025.

3. SUBJECT: REMARKS BY THE CHAIR

2025-0438

RECEIVED remarks by the Chair.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
P	P	P	P	P	A	A	A	P	P	A	A	P

4. SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER

2025-0439

CARRIED OVER TO JUNE 2025:

~~RECEIVED report by the Chief Executive Officer.~~

KB = K. Barger	FD = F. Dutra	IP = I. Padilla	KY = K. Yaroslavsky
KRB = K.R. Bass	JH = J. Hahn	AJN = A.J. Najarian	
JB = J. Butts	LH = L. Horvath	TS = T. Sandoval	
JDW = J. Dupont Walker	HJM = H.J. Mitchell	HS = H. Solis	

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

6. **SUBJECT: 2028 OLYMPIC AND PARALYMPIC PROGRESS REPORT** 2025-0265

APPROVED ON CONSENT CALENDAR:

- A. RECEIVING AND FILING the 2028 Mobility Concept Plan (MCP) Progress Report; and
- B. AMENDING the 2022 Prioritized Mobility Concept Plan (MCP) project list to include the Pomona Fairplex Metrolink Station Improvements Project as part of the Rail project mode/type.

7. **WITHDRAWN: GAMES SUPPORT SERVICES** 2025-0247

~~AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a firm fixed unit rate, task order based Contract No. PS127282000 with Mott MacDonald Group, Inc. to provide Games Support Services to support Metro's planning for the 2028 Games for a period of four years in an amount not to exceed (NTE) \$42,043,610, subject to resolution of any properly submitted protest(s), if any.~~

8. **SUBJECT: INCREASING ACCESS TO THE OLYMPIC AND PARALYMPIC GAMES THROUGH FAN ZONE ACTIVATIONS AND MULTI-MODAL TRANSPORTATION OPTIONS MOTION** 2025-0417

APPROVED ON CONSENT CALENDAR Motion by Solis, Dupont-Walker, and Hahn that the Board direct the Chief Executive Officer to:

- A. Work with the Los Angeles County Chief Executive Office, Los Angeles County Department of Parks and Recreation, Los Angeles County Department of Economic Opportunity, Los Angeles County Department of Arts and Culture, the City of Los Angeles and other local jurisdictions, and community-based organizations and groups, to identify potential fan zones for the 2028 Games that are:
 - 1. Geographically spread across the region;
 - 2. Accessible by high-quality, high-frequency transit and multi-modal options;
 - 3. Integrated with strong first/last mile connections;
 - 4. Reflective of local culture and community; and
 - 5. Coordinating ensuring there is no competition for the same communities.

(continued on next page)

(Item 8 – continued from previous page)

B. Report back within 120 days on initial planning steps, including coordination efforts, potential locations, community engagement strategies, and how existing and planned transit infrastructure can be leveraged to support fan zone access. The report back will include:

1. Recommendations on how the fan zones can support broader community goals, including the promotion of active transportation, open streets, and introducing new riders to transit - both residents and visitors alike;
2. A plan on how to implement existing funds that have been secured to make El Monte Transit Center a fan zone/mobility hub and partners that are being onboarded to support this fan zone; and
3. Opportunities for Metro to uplift or enhance local multi-modal transportation to and from fan zones and Olympic and Paralympic venues in the broader Los Angeles County community.

**9. SUBJECT: FEASIBILITY STUDY FOR WATER TAXI SERVICE
BETWEEN SAN PEDRO AND LONG BEACH MOTION**

2025-0418

APPROVED ON CONSENT CALENDAR Motion by Hahn, Bass, Dutra, Dupont-Walker, and Butts that the Board direct the Chief Executive Officer to:

A. Initiate conversation and coordination with Long Beach Transit and the Port of LA to assess existing services and explore the feasibility of establishing a water taxi service to connect San Pedro and Long Beach in preparation for the 2028 Summer Olympic and Paralympic Games. This study shall include:

1. Route Identification: Evaluate optimal and safe routes for operation between San Pedro and Long Beach, considering factors such as navigational safety, environmental impact, and accessibility;
2. Infrastructure Assessment: Assess potential docking facilities, terminals, and necessary infrastructure upgrades to support the proposed water taxi/ferry service;
3. Financial Analysis: Estimate capital and operating costs associated with extending, establishing, and maintaining the water taxi service during and after the 2028 Summer Olympic Games. Include revenue projections, and potential local, state, and federal funding sources that could be eligible for operating and capital costs;

(continued on next page)

(Item 9 – continued from previous page)

4. Partnership Opportunities: Identify opportunities for public and private partnerships to support the development and operation of the water taxi service;
 5. Jurisdictional Governance: Identify any maritime (e.g. Coast Guard) regulations, environmental permits (e.g. Coastal Commission), etc that would govern such service;
 6. Ridership Demand: Develop a service plan and estimate demand for service based on seasons, travel time, convenience, etc.; and
 7. Passenger Transport: Evaluate vessel type and capacity for such use that can accommodate demand, water depth, customer comfort, and safety and operational requirements.
- B. Consult with local labor unions and subject matter experts- including, but not limited to, unions representing maritime workers, transportation operators, and dock personnel;
- C. Recommend technical, financial, and other ways that Metro could support the establishment or expansion of a water taxi between San Pedro and the City of Long Beach; and
- D. Report back on the above action items in 90 days.

**10. SUBJECT: RAIL TO RIVER ACTIVE TRANSPORTATION CORRIDOR 2025-0141
SEGMENT B**

APPROVED AS AMENDED:

- A. the proposed Metro Rail to River Active Transportation Corridor Segment B Project (Segment B) to be implemented in coordination with the Randolph Corridor Active Transportation (AT) Project being led by the City of Commerce;
- B. the programming of \$3.15 million from the Measure R Program for Segment B as an Initial Investment Priority identified in the Long Beach-East Los Angeles Corridor Mobility Investment Plan (LB-ELA CMIP) to local jurisdiction(s), including the City of Commerce and/or Bell;
- C. AUTHORIZING the Chief Executive Officer (CEO) or their designee to enter into the necessary funding agreement and/or amend an existing funding agreement with local jurisdiction(s) to implement Segment B; and

(continued on next page)

(Item 10 – continued from previous page)

- D. AUTHORIZING the CEO to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Planning and Research to fulfill the California Environmental Quality Act (CEQA) requirements for a Categorical Exemption (CE).

AMENDMENT BY DUTRA, HAHN, MITCHELL, AND SOLIS:

- E. Seamless Transition from Segment A to Metro A Line Slauson Station to Segment B:
1. Coordinate with the project sponsors to evaluate the feasibility of extending Segment A east past Long Beach Ave. to Santa Fe Ave. for a more seamless connection to the Metro Slauson A Line Station and Segment B starting on Randolph Street;
 2. Coordinate with the County of Los Angeles to enhance the connection within their jurisdiction between Segment A and Segment B that includes, but is not limited to:
 - a. Improved railroad tracks and pavement infrastructure for cyclists to cross safely at the intersection of Randolph and Holmes;
 - b. Improved bikeway intersection design at Randolph and Holmes that minimizes potential conflicts with vehicles and increases bicyclist and other vulnerable roadway user visibility and safety, incorporating NACTO-recommended intersection design treatments, like physical barriers, pavement materials, and pavement striping, to enhance safety and comfort for people of all ages and abilities, including the use of protected bike lanes, toucan crossings/"crossbikes," and any other potential best practice interventions; and
 - c. Improved connection from the end of Segment A and start of Segment B based on user experience and feedback.
- F. Secure Additional Funding: Coordinate with the project sponsors to identify and evaluate potential local, state, federal, and private funding sources to support the integration of the below enhancements into the current Rail to River Segment B and Randolph Corridor Active Transportation Project scopes. This includes, but is not limited to, programs such as Active Transportation Program (ATP), Safe Streets and Roads for All (SS4A), San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Proposition 4 funds, and regional discretionary grant opportunities that align with the project delivery schedule.

(continued on next page)

(Item 10 – continued from previous page)

- G. Additional Priority Improvements: Coordinate with project sponsors to evaluate improvements that have community and project sponsor support that may be competitive for additional funding allocations such as:
1. Safe biking and walking infrastructure, including Class II bike lanes and wider sidewalks to better address pedestrians, bicyclists, and Metro bus and rail riders needs;
 2. Enhanced lighting to improve visibility and public safety;
 3. ADA accessibility throughout the corridor;
 4. Updated traffic signals with dedicated bicycle and pedestrian improvements;
 5. Clear and consistent wayfinding and safety signage for all users; and
 6. Greening/landscaping and street trees.
- H. City Outreach: Coordinate with the project sponsors to conduct focused outreach and engagement with the cities directly impacted by Segment B, including Huntington Park, Bell, Maywood, and Commerce, and request that the cities of Huntington Park and Bell consider adopting Class II or Class IV bike lanes to improve bicyclist and pedestrian safety and to improve facility consistency. Summarize key feedback and priorities from these meetings and report back to the Board in September 2025.
- I. Coordination with the Southeast Gateway Line: Report back to the Board in September 2025 on how planning for Segment B is being coordinated with the Southeast Gateway Line program management team to ensure alignment in design, land use integration, and multimodal connectivity.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	Y	Y	Y	A	A	A	Y	Y	A	A	Y

11. SUBJECT: HIGH DESERT CORRIDOR FY26 WORK PROGRAM

2025-0166

APPROVED ON CONSENT CALENDAR:

- A. \$11,937,350 in Measure M High Desert Multipurpose Corridor (HDMC) funds identified in the Expenditure Plan for Right-Of-Way (ROW) acquisition to be repurposed to the High Desert Corridor (HDC) Joint Powers Agency (JPA) for the Fiscal Year 2026 (FY26) work program; and
- B. AUTHORIZING the Chief Executive Officer (CEO) or their designee to negotiate and execute all necessary funding agreements with the HDC JPA.

12. **SUBJECT: FIRST/LAST MILE PLAN FOR THE NORTH HOLLYWOOD TO PASADENA BUS RAPID TRANSIT CORRIDOR PROJECT** 2025-0167

ADOPTED ON CONSENT CALENDAR the First/Last Mile Plan for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project.

13. **SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM UPDATE - WESTSIDE CITIES SUBREGION** 2025-0244

APPROVED ON CONSENT CALENDAR:

- A. programming of \$2,709,031 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Subregional Equity Program (Expenditure Line 68); and
- B. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements and/or amendments for approved projects.

14. **SUBJECT: TRANSIT ORIENTED COMMUNITIES ECONOMIC DEVELOPMENT PROGRAM PILOT INVESTMENT FUND PROGRAM ADMINISTRATOR** 2025-0324

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer (CEO) to award a firm fixed price Contract No. PS122552000 to Vermont Slauson - LDC, Inc. for the administration of the Transit Oriented Communities Economic Development Program (EDP) Pilot Investment Fund (Fund) in the amount of \$1,370,495 for the three-year base term, \$310,740 for the first option year, and \$253,745 for the second option year, for a total combined contract amount of \$1,934,980, effective June 1, 2025, subject to the resolution of any properly submitted protest(s), if any.

15. **SUBJECT: MEASURE M METRO ACTIVE TRANSPORT, TRANSIT AND FIRST/LAST MILE (MAT) PROGRAM UPDATE** 2025-0376

APPROVED ON CONSENT CALENDAR:

- A. REALLOCATING a Measure M Metro Active Transport, Transit and First/Last Mile (MAT) project funding award for the Western/Slauson project to a new project, Crenshaw Boulevard First/Last Mile Improvements, in the amount of \$3,379,169.89;

(continued on next page)

(Item 15 – continued from previous page)

- B. WAIVING program eligibility and competitive selection procedures specific to awarding funding to Crenshaw Boulevard First/Last Mile Improvements; and
- C. AUTHORIZING the Chief Executive Officer (CEO), or their designee, to negotiate and execute all necessary agreements and/or amendments for approved projects.

**17. SUBJECT: SOUTHEAST GATEWAY LINE PHASE 2 - CREATING
HOUSING AND OPPORTUNITY THROUGH
TRANSPORTATION AND PARTNERSHIP MOTION**

2025-0419

APPROVED ON CONSENT CALENDAR Motion By Solis, Bass, Hahn and Yaroslavsky that the Board adopts a position supporting the City of Los Angeles and the County of Los Angeles in their efforts to establish an Enhanced Infrastructure Financing District (EIFD) along portions of the project's alignment.

FURTHER that the Board directs the CEO to:

- A. At the commencement of the environmental review for the project direct staff to:
 - 1. Prioritize investigations for the LAUS segment that includes an underground alignment through downtown Los Angeles north of the 1-10 freeway;
 - 2. Ensure that persons staying in the Skid Row area, and other housing-insecure residents living along the alignment, have access to housing and supportive services during project construction;
- B. Direct staff to coordinate with the City of Los Angeles and the County of Los Angeles in their efforts to establish an EIFD to:
 - 1. Provide an additional funding source for the LAUS through Downtown Los Angeles segment, either as a repayment source for Metro's financing or to offset project costs; and
 - 2. Through a framework that is centered on community benefits, discuss and collaborate on all future potential transit-oriented developments, first/last mile planning and implementations, and affordable housing and joint development opportunities.

18. SUBJECT: FISCAL YEAR 2026 (FY26) PROPOSED BUDGET

2025-0183

APPROVED:

- A. ADOPTING the proposed FY26 Budget as presented in the budget document (provided in a separate transmittal and posted on [metro.net](https://www.metro.net/about/financebudget/) [<https://www.metro.net/about/financebudget/>](https://www.metro.net/about/financebudget/));
1. AUTHORIZING \$9.4 billion annual consolidated expenditures to achieve goals and objectives set forth by the Board adopted mission and goals;
 2. AUTHORIZING a total of 11,821 FTEs, of which 9,616 are Represented FTEs and 2,205 are Non-Represented FTEs;
 3. AUTHORIZING an average 4% performance-based merit increase for Non-Represented employees. The wage increases for Represented employees, in accordance with the pre-negotiated Collective Bargaining Agreements, is an average 4.0%;
 4. AUTHORIZING a 5% adjustment to current Non-Represented job pay grade levels to reflect best practice;
 5. APPROVING the Life of Project (LOP) budgets for new capital projects; new capital projects with LOP exceeding \$5.0 million are presented in;
 6. AMENDING the proposed budget to include any Board approved actions currently under consideration from now to the end of the fiscal year (June 30, 2025);
- B. the Reimbursement Resolution declaring Metro's intention to issue debt in FY26 for capital projects, with the provision that actual debt issuance will require separate Board approval; and
- C. RECEIVING AND FILING response to Board Motion 25 - Addressing Rider Feedback from Telephone Hall.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	Y	Y	Y	A	A	Y	Y	Y	A	A	Y

19. SUBJECT: MEASURE M INDEPENDENT TAXPAYER OVERSIGHT COMMITTEE SELECTION **2024-1112**

APPROVED ON CONSENT CALENDAR the following nominees for the Measure M Independent Taxpayer Oversight Committee (MMITOC):

- A. Jesse Soto, the recommended nominee for area of expertise B, municipal/public finance and/or budgeting professional; and
- B. Michael Moore, the recommended nominee for area of expertise C, transit professional with experience in senior-level decision-making in transit operations and labor practices.

21. SUBJECT: RAIL STATION NAME FOR WESTSIDE PURPLE (D LINE) EXTENSION, SECTION 2 (CITY OF BEVERLY HILLS) **2025-0175**

ADOPTED ON CONSENT CALENDAR the staff recommendation for the official station name for the City of Beverly Hills station on Metro Rail's Purple (D Line) Extension Section 2:

- Official Station Name - Beverly Dr
- Operational Station Name - Beverly Dr

22. SUBJECT: DEPARTMENT OF JUSTICE RESOLUTION **2025-0276**

AUTHORIZED ON CONSENT CALENDAR the resolution with the Department of Justice (DOJ) required for Metro to receive federal criminal history and subsequent arrest reports for designated personnel hired for the Transit Community Public Safety Department (TCPSD).

29. SUBJECT: HIGH-DENSITY STORAGE SYSTEM **2025-0191**

APPROVED UNDER RECONSIDERATION BY TWO-THIRDS VOTE OF THE BOARD:

- A. FINDING that after rejecting all bids for a High-Density Storage System solicited under Public Utilities Code (PUC) section §130232 the equipment may be purchased at a lower price on the open market; and
- B. AUTHORIZING the Chief Executive Officer to award a firm fixed price Contract No. OP119312(3)000 to Southwest Material Handling, Inc., pursuant to PUC §130233, for the High-Density Storage System in the amount of \$889,636.50 inclusive of sales tax, subject to the resolution of any properly submitted protest(s), if any.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	Y	Y	Y	A	A	Y	Y	Y	A	A	Y

30. SUBJECT: HI-RAIL BUCKET UTILITY TRUCKS

2025-0216

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award the firm fixed-price Contract No. DR127482000 to Los Angeles Truck Center (DBA Velocity Truck Centers, the lowest responsive and responsible bidder for the four Hi-Rail Buckets Trucks in the amount of \$1,868,474.94, inclusive of sales tax, and subject to the resolution of any properly submitted protest(s), if any.

**31. SUBJECT: P3010 LIGHT RAIL VEHICLE HIGH-SPEED CIRCUIT
BREAKER OVERHAUL SERVICES**

2025-0226

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a firm fixed price Contract No. OP123944000 to Toyo Denki Railway Services, LLC., in the amount of \$2,721,997.50 to transport, inspect, overhaul, and test Metro's P3010 High Speed Circuit Breaker (HSCB) assembly, subject to the resolution of any properly submitted protest(s), if any

32. WITHDRAWN: METRO BIKE SHARE PROGRAM

2024-1133

~~AUTHORIZE the Chief Executive Officer to:~~

~~A. AWARD a firm fixed unit rate Contract No. PS124715000 to Lyft Bikes and Scooters, LLC to provide the Metro Bike Share (MBS) program services in the Not To Exceed (NTE) amount of \$86,845,569 for the five year and six-month base term, \$42,119,497 for the first three year option term, \$46,403,975 for the second three year option term, and \$22,879,834 for optional expansions to other jurisdictions for a total NTE contract amount of \$198,248,875, subject to the resolution of properly submitted protest(s), if any; and~~

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

MITCHELL AMENDMENT:

~~C. Report back in November 2025 and annually thereafter on:~~

- ~~1. Development and implementation of the Good Neighbor Policy, non-smartphone and non-credit card payment options, and options for unbanked individuals;~~
- ~~2. Performance of the Metro Bike Share program, including performance requirements tied to liquidated damages, and development and implementation of the public facing dashboard on performance metrics;~~

(continued on next page)

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- ~~3. Lyft's utilization of BikeHub's union members of Transport Workers' Union;~~
- ~~4. Plan for sustainably recycling and disposing end-of-life bikes and e-bikes;~~
- ~~5. Plan and implementation of grant and non-grant related service expansion, including outreach to local jurisdictions for participation in the Metro Bike Share program; and~~
- ~~6. Funding plan to expand the Metro Bike Share program.~~

34. SUBJECT: PUBLIC HEARING ON RESOLUTIONS OF NECESSITY FOR EAST SAN FERNANDO VALLEY LIGHT RAIL TRANSIT PROJECT **2025-0113**

ADOPTED BY TWO-THIRDS VOTE OF THE BOARD the proposed Resolutions of Necessity authorizing the commencement of eminent domain actions to acquire the Fee Simple Interest and/or the Improvements Pertaining to Realty ("IPR") for the properties identified and described as follows:

1. 14523-14533 Keswick Street, Van Nuys, CA, APN: 2210-030-007, 2210-030-008, 2210-030-030, and 2210-030-031; (E-001)
2. 14603-14605 Keswick Street, Van Nuys, CA, APN: 2210-030-009, 2210-030-010, 2210-030-014, and 2210-030-016; (E-003)
3. 14660 Raymer Street and 14663 Keswick Street, Van Nuys, CA, APN: 2210-025-008, -009, & -034; (E-013)
4. 14742 Raymer Street, Van Nuys, CA, APN: 2210-025-045; (E-016)
5. 14746 Raymer Street, Van Nuys, CA, APN: 2210-025-048; (E-019)

The interests being acquired in the above-listed properties are referred to herein as the "Property Interests."

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	Y	Y	Y	A	A	Y	Y	Y	A	A	Y

35. SUBJECT: RATIFICATION OF HR5000 HEAVY RAIL VEHICLE (HRV) CONTRACT AND THE A650 HRV REFURBISHMENT CONTRACT **2025-0455**

APPROVED:

- A. RATIFYING the procurement and award of Contract No. OP239906000HR5000 (HR5000 Contract) to the Hyundai Rotem USA Corporation (Hyundai Rotem), and the HR5000 Contract as amended by Modifications 1-3 for the manufacturing and delivery of 182 new heavy rail vehicles (HRVs), in the amount of \$663,688,303 for the base contract buy, exclusive of one contract option for an additional 50 HRVs, totaling 232 HRVs for a total of \$730,057,133;
- B. RATIFYING the procurement and award of Contract No. OP245126000A650HRV (A650 Contract) to Woojin IS America (Woojin), and the A650 Contract as amended by Modifications 1-3 for the refurbishment of 74 A650 HRVs, in the amount of \$213,587,542.63 for 70 base HRVs, and one contract option for an additional 4 HRVs, totaling 74 HRVs; and
- C. ADOPTING the resolutions, affirming that modifications made to the HR5000 and A650 Contracts to bring the Contracts into compliance with the Manufacturing Careers Policy (MCP) are consistent with Metro's goals to implement the MCP into the HR5000 and A650 Contracts, and do not fundamentally alter the HR5000 and A650 Contracts so as to warrant rebidding the contracts.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	A	Y	Y	A	A	Y	Y	Y	A	A	Y

36. SUBJECT: CLOSED SESSION **2025-0444**

A. Conference with Real Estate Negotiator - Government Code 54956.8

1. Property: 6000 Wilshire Boulevard, Los Angeles, CA 90036
Agency Negotiator: Craig Justesen, EO Real Estate
Negotiating Party: Mark A. Mitchell, Chief Financial Officer
Under Negotiations: Price and Terms

NO REPORT.

2. Property: 1100 Veterans Avenue, Los Angeles, CA 90024
Agency Negotiator: Craig Justesen, EO Real Estate
Negotiating Party: Robert Gray, Executive Director
Under Negotiations: Price and Terms

NO REPORT.

(continued on next page)

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B. Conference with Legal Counsel - Existing Litigation - Government Code 54956.9(d)(1)

1. Ricardo Moreno v. LACMTA, Case No. 21STCV06310

APPROVED settlement in the amount of \$3,000,000.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	A	Y	Y	A	A	Y	Y	Y	A	A	Y

2. LACMTA v. TY Lin International, Inc., et al., Case No. 24STCV33121

NO REPORT.

C. Conference with Legal Counsel - Anticipated Litigation - Government Code 54956.9(d)(2)

Significant Exposure to Litigation (One case)

NO REPORT.

D. Conference with Labor Negotiator - Government Code 54957.6

Agency Designated Representatives: Cristian Leiva, Dawn Jackson-Perkins
Employee Organizations: AFSCME and Teamsters

NO REPORT.

ADJOURNED AT 2:20 P.M. IN HONOR OF MEMORIAL DAY, HONORING THOSE WHO GAVE THEIR LIVES FOR SERVICE FOR OUR COUNTRY.

Prepared by: Jennifer Avelar
Sr. Administrative Analyst, Board Administration



Collette Langston, Board Clerk



Board Report

File #: 2025-0326, File Type: Agreement

Agenda Number: 6.

FINANCE, BUDGET & AUDIT COMMITTEE JUNE 18, 2025

SUBJECT: LICENSE AGREEMENTS FOR THREE MICROWAVE RADIO STATION LOCATIONS

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO), or their designee, to execute three 5-year license agreements commencing August 1, 2025, with American Tower Corporation dba SpectraSite Communications, LLC; with up to three additional five-year options for each site for microwave radio stations located at the following sites:

- 5 Mt. Lukens Road, Tujunga - at an initial rate of approximately \$7,617.47 per month with 3.5% annual escalations, plus utilities, for a total estimated amount of \$2,678,592.90 over the full 20-year term (including options).
- Oat Mountain Orcutt Ranch, Chatsworth - at an initial rate of approximately \$5,274.26 per month with 3.5% annual escalations, plus utilities, for a total estimated amount of \$1,837,556.05 over the full 20-year term (including options).
- 1 Hauser Mountain, Acton - at an initial rate of approximately \$4,274.97 per month with 3.5% annual escalations, plus utilities, for a total estimated amount of \$1,495,434.10 over the full 20-year term (including options).

ISSUE

Metro currently licenses microwave radio station facilities at three locations: Mt. Lukens Road in Tujunga, Oat Mountain Orcutt Ranch in Chatsworth, and Hauser Mountain in Acton (collectively, the "Towers") to support continuous communication and security across the agency's bus and rail network. The current license agreement for these sites expires on July 31, 2025. Given the critical operational role these towers play in maintaining Metro's communications infrastructure, continued access is essential. Board approval is required to authorize the execution of new agreements..

BACKGROUND

Metro has operated the three towers since 1995 under a single license agreement with SpectraSite Communications, originally executed on August 1, 1995. The License was amended on July 10,

1997, and on August 11, 2010, to extend the term through July 31, 2025. The Towers house critical equipment for Metro's Advanced Transportation Management System, which supports voice and data communication between buses and the Bus Operations Center, and rail communications, which facilitate real-time communication between rail lines and the Rail Operations Center. Both systems are essential for maintaining safe, reliable, and efficient public transportation services throughout Los Angeles County.

DISCUSSION

License Renewal and Structure

To continue uninterrupted use of these vital tower sites, Metro staff is proposing to renew the licenses for a 5-year term with three additional 5-year extension options for each location through 2045. As part of this renewal, staff negotiated a separation of the original single license into three distinct agreements, one per site, in alignment with best practices for asset-specific management, legal clarity, and financial tracking.

Financial Terms

The initial rate under the new proposed licenses is less than 1% higher than the current rental rate. Staff evaluated current lease rates for comparable communications towers in the greater Los Angeles region using third-party data (including CoStar) and internal leasing experience and found the rates to be within a normal market range for similar infrastructure, particularly when factoring in Metro's long-term occupancy and reliability of the sites. Metro has over 20 tower agreements with both governmental agencies and private tower landlords ranging from \$7,000.00 to \$150,465.00 per year. These three agreements range from \$52,880.16 to \$94,318.56 per year and are at or below the middle of that range.

Considerations

Continued use of these tower sites supports operational efficiency and cost control by leveraging Metro's existing, proven infrastructure. These sites have delivered reliable performance since 1995 and play a key role in providing redundancy and continuity across Metro's communications network. Retaining access ensures uninterrupted service and minimizes the risk of operational disruption. Additionally, by securing favorable long-term rates now, Metro can avoid higher future costs that could result from relocating to or negotiating with multiple alternative tower providers. Staff will continue to evaluate market conditions and operational needs at the conclusion of each term to ensure ongoing value and alignment with Metro's strategic goals.

DETERMINATION OF SAFETY IMPACT

This Board Action will help ensure continued safe and reliable bus and rail transportation throughout the system.

FINANCIAL IMPACT

The proposed agreements include an initial 5-year term for each site, with three additional 5-year renewal options, for a potential total term of 20 years. The rental rates include a 3.5% annual

escalation applied throughout the initial term and any exercised options. The cost of the first year is shown below.

Period	Location 308 (5 Mt. Lukens Rd.)	Location 313 (Oat Mtn. Orcutt Ranch)	Location 314 (1 Hauser Mt.)	Total
8/1/2025-7/31/2026	\$94,318.56	\$64,977.96	\$52,880.16	\$212,176.68

The total projected expenditure for all three sites over the full term (including options) is \$6,011,583.05.

Impact to Budget

Funding for the license payments in FY26 is included in the Real Estate Non-Departmental Cost Center (0651), under Bus Operations (306006). Future year obligations will be incorporated by staff into Metro's annual budget process and planned accordingly as ongoing operational costs.

EQUITY PLATFORM

The proposed actions would support Metro bus and rail operations and customer experience, which would benefit all Metro riders and employees. There are no specific equity benefits or impacts.

VEHICLE MILES TRAVELED OUTCOME

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

As part of these ongoing efforts, this item is expected to contribute to further VMT reductions. While this item does not directly encourage taking transit, sharing a ride, or using active transportation, it is a vital part of Metro transit operations, as communications throughout the Metro bus and rail system are critical to keeping these systems safe and on time. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item supports the overall function of the agency, this item is consistent with the goals of reducing VMT.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports strategic plan goal #2: "Deliver outstanding trip experiences for all users of the transportation system."

ALTERNATIVES CONSIDERED

If the Board does not approve the License renewals, Metro would need to secure agreements at multiple alternative tower sites to maintain current coverage. This would result in higher rental costs, potential capital expenses to relocate equipment, and increased risk of service disruptions. Given the reliability and strategic locations of the current Towers, pursuing alternatives is not recommended.

NEXT STEPS

Upon Board approval, Metro will execute the three license agreements with American Tower Corporation dba SpectraSite Communications, LLC. This will secure continued use of the microwave radio station locations through July 31, 2045, including the option periods.

ATTACHMENTS

Attachment A - License Location Map
Attachment B - Deal Points

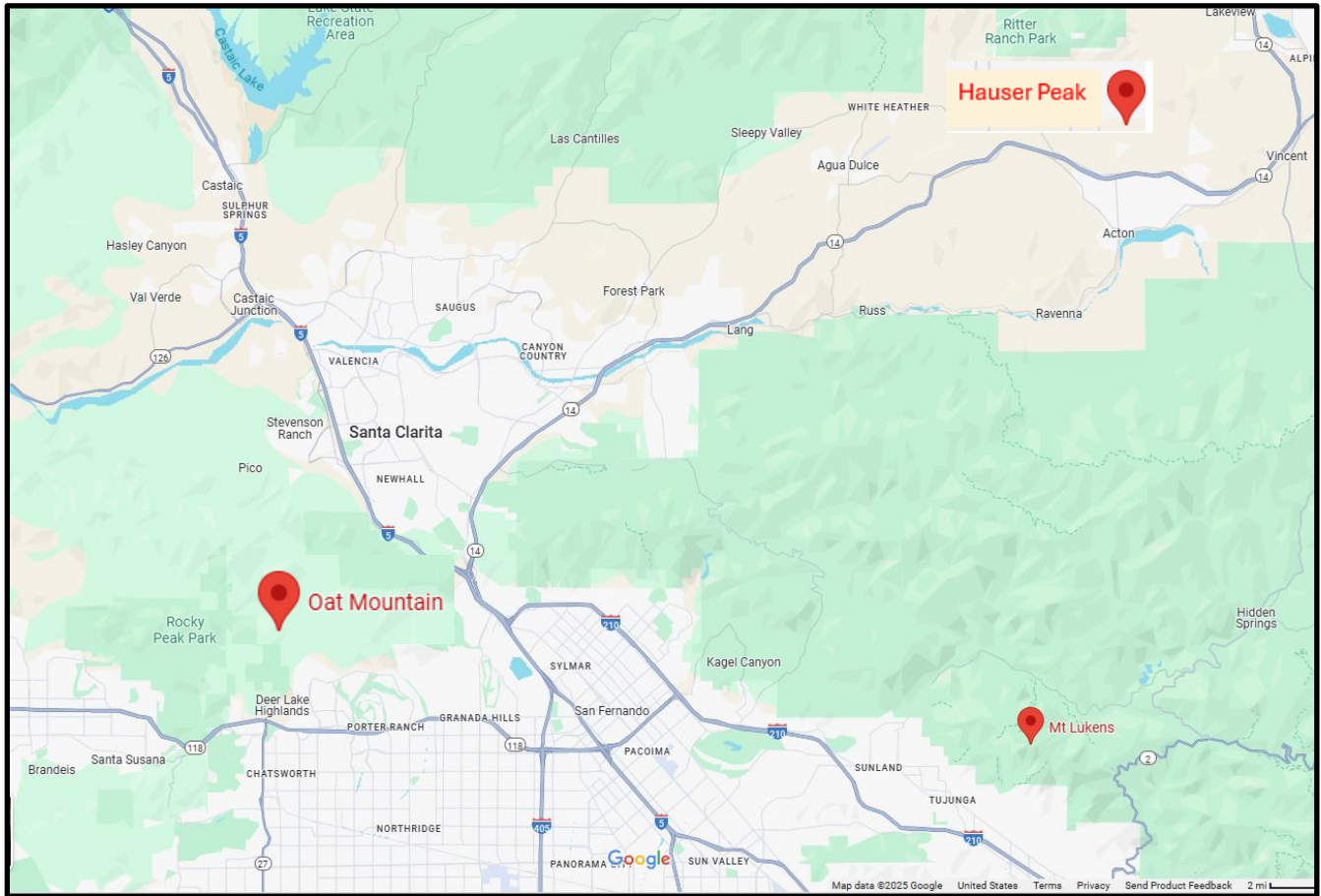
Prepared by: John Beck, Manager, Real Property Management, (213) 922-4435
Craig Justesen, Executive Officer, Real Property Management, (213) 928-7051
Holly Rockwell, Senior Executive Officer -Transit Oriented Communities and Real Estate, (213) 922-5585
Nicole Ferrara, Deputy Chief Planning Officer, (213) 547-4322
Bryan Sastokas, Deputy Chief Info Tech Officer, (213) 922-5510

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034

Dawn Jackson-Perkins, Chief People Officer, (213) 418-3166
Ray Sosa, Chief Planning Officer, (213) 547-4274


Stephanie Wiggins
Chief Executive Officer

LOCATION MAP



**Mt. Lukens
Location 308**
5 Mt. Lukens Road
Tujunga, CA
(AL000081)

**Oat Mountain
Location 313**
Orcutt Ranch
Chatsworth, CA
(AL000082)

**Hauser Peak
Location 314**
1 Hauser Mtn.
Acton, CA
(AL000083)

Attachment B – Deal Points

New or renewal	License Renewal
Landlord/Owner	American Towers Corporation dba SpectraSite Communications, LLC
Location	5 Mr. Lukens Road, Tujunga Orcutt Ranch, Chatsworth 1 Hauser Mountain, Acton
Premises	Radio tower locations
Purpose	Radio tower for rail and bus communications.
Commencement and Duration (note any extensions)	5-years commencing August 1, 2025. There are three (3) options to extend the term for five (5) years each.
Total Cost	The total lease value is approximately \$6,011,583.03 over the five (5)-year terms including options.
Early Termination Clauses	None.
Determination of Lease Value	Real Estate staff.
Background with this Landlord	This will be the second transactions with the landlord at theses locations. Metro has a total of eight (8) tower agreements with this landlord.
Special Provisions	None.



We're supporting thriving communities.
Finance, Budget & Audit Committee - June 16, 2025
Legistar File #2025-0326

Recommendation

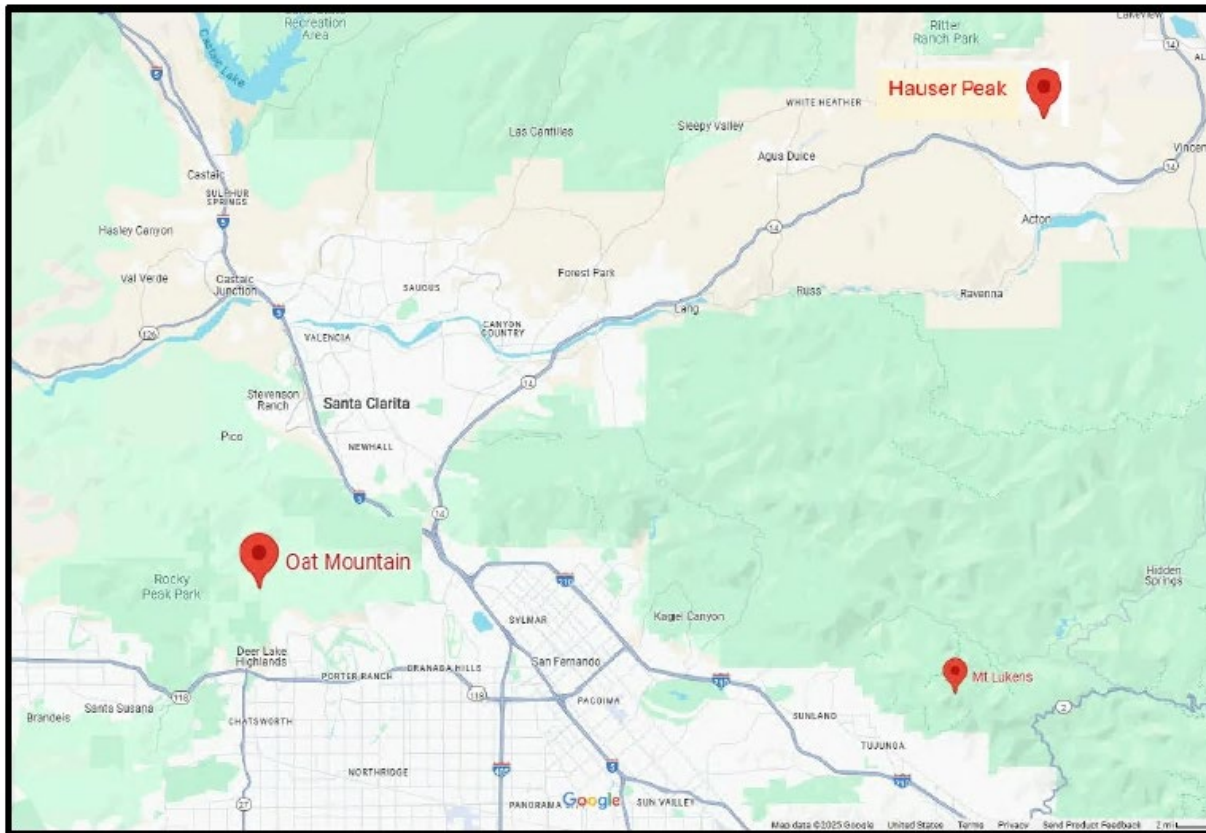
AUTHORIZE the Chief Executive Officer (CEO), or designee, to execute three separate five (5)-year license agreements commencing August 1, 2025, with American Tower Corporation dba SpectraSite Communications, LLC (Licensor); and **AUTHORIZE** the Chief Executive Officer (CEO), or designee, to execute up to three (3) additional five (5)-year options for each site for microwave radio stations located at the following sites:

- 5 Mt. Lukens Road, Tujunga - at an initial rate of approximately \$7,617.47 per month with 3.5% annual escalations, plus utilities, for a total estimated amount of \$2,678,592.90 over the full 15-year term (including options).
- Oat Mountain Orcutt Ranch, Chatsworth - at an initial rate of approximately \$5,274.26 per month with 3.5% annual escalations, plus utilities, for a total estimated amount of \$1,837,556.05 over the full term (including options).
- 1 Hauser Mountain, Acton - at an initial rate of approximately \$4,274.97 per month with 3.5% annual escalations, plus utilities, for a total estimated amount of \$1,495,434.10 over the full term (including options).

Background

- **Longstanding Use:** Metro has operated three microwave radio towers since 1995 under a license agreement with SpectraSite Communications.
- **License History:** The agreement was extended in 1997 and 2010, with the current term expiring on **July 31, 2025**.
- **System Integration:** The towers support Metro's Advanced Transportation Management System (ATMS) and Rail Communications (Rail Comm).
- **Operational Importance:** These systems provide essential voice and data communication between buses, trains, and their respective operations centers, ensuring safe and efficient service countywide.

Location Map



Mt. Lukens
Location 308
5 Mt. Lukens Road
Tujunga, CA
(AL000081)

Oat Mountain
Location 313
Orcutt Ranch
Chatsworth, CA
(AL000082)

Hauser Peak
Location 314
1 Hauser Mtn.
Acton, CA
(AL000083)

Financial Impact & Next Steps

Financial Impact:

Up to \$6,011,583 for all three sites for up to 20 years (five-year initial period plus three five-year options)

Upon Board approval:

Metro will execute the three license agreements with American Tower Corporation dba SpectraSite Communications, LLC. This will secure continued use of the microwave radio station locations through July 31, 2044, including the option periods.



Board Report

File #: 2025-0242, File Type: Program

Agenda Number: 7.

FINANCE, BUDGET, AND AUDIT COMMITTEE JUNE 18, 2025

SUBJECT: EXCESS LIABILITY INSURANCE PROGRAM

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to negotiate and purchase Public Entity excess liability policies with up to \$300 million in limits at a not-to-exceed premium of \$29.8 million for the 12-month period effective August 1, 2025, to August 1, 2026.

ISSUE

Metro's Public Entity excess liability insurance policies (which include transit rail and bus operations) will expire on August 1, 2025. Insurance underwriters will not commit to final pricing until two to three weeks before the current program expires on August 1st. Consequently, staff is requesting a not-to-exceed amount for this renewal, pending final pricing and carrier selection. Without this insurance, Metro would be subject to unlimited liability for bodily injury and property damage claims resulting primarily from bus and rail operations.

BACKGROUND

Metro's insurance broker, Marsh USA, LLC (Marsh), is responsible for marketing the excess liability insurance program to qualified insurance carriers. Quotes are currently being received from carriers with A.M. Best ratings indicative of acceptable financial soundness and ability to pay claims. The premium indication below is based on current market expectations. However, final pricing is not available until approximately 14 days prior to binding coverage.

Metro established a program of excess liability insurance to protect against insured losses. Each year, Risk Management meets with Metro's insurance broker to prepare for the upcoming marketing process.

Initial discussions begin in the third quarter of the fiscal year through an evaluation of market conditions to determine the availability of coverages and at what levels of premium. Marsh is the new insurance broker for Metro, and as such, an abbreviated stewardship meeting was conducted in March to identify the required data, including loss development, ridership projections, mileage, and revenue hour estimates. Risk Management obtained the data, including targeted completion dates of

various projects, to provide an accurate account of the agency's present and future liability exposures.

The data was then forwarded to Marsh to present to the domestic insurance marketplace as well as international markets in London and Bermuda. Due to timing requirements, Marsh approached underwriters in March and April to ensure that the data was deemed current. The initial indications of interest and costs became apparent in May.

Marsh provides a not-to-exceed number that serves two functions. First, the number provides an amount Risk Management may approach the CEO and Board to obtain approval for binding of the new program, which mitigates a potential gap in insurance coverage. Second, the number allows Marsh ample time to continue to negotiate with underwriters to ensure that Metro obtains the most competitive pricing available.

DISCUSSION

Staff and Marsh have identified three main objectives for the 2025-2026 excess liability renewal:

1) mitigating insurer concerns about Metro's risk exposure, 2) maintaining a diverse mix of insurers to foster competition, and 3) maintain total limits of \$300 million with an \$8 million self-insured retention (SIR) for rail claims and \$12.5 million for all other claims, while remaining open to alternative structures.

To achieve these objectives, Metro and Marsh will continue to emphasize the lower risk associated with light rail and subway services, along with safety enhancements, to obtain more favorable pricing. All potential insurers in the US, London, and Bermuda will be approached, and Marsh and Metro will work to find the best partners for this risk.

The global insurance market faces challenges for US Casualty risks, particularly for public entities in California. The firming market, primarily driven by loss development related to auto liability, is reducing carrier capacity and increasing rates, with average increases ranging from 10-15% for loss-free programs and over 20% for those with historical losses. Average rate increases vary based on rail vs. bus exposure, jurisdiction, and the market access point.

Staff attended meetings arranged by Marsh at the RIMS convention with all major underwriters on Metro's program. These encounters with the various markets and underwriters afforded an opportunity to respond directly to additional questions they had concerning operations, safety, risk management, and claims. These meetings also fostered deeper relationships with these partners to ensure they understand Metro.

Metro's August 1st insurance placement will see increased premiums due to stricter underwriting guidelines, adverse auto liability losses, and the overall state of the market discussed above. Marsh recommends maintaining a bifurcated program for bus and rail. Metro has an \$8M SIR for rail risks. Metro self-insures a total of \$20M for bus and all other non-rail risks, including an initial \$12.5M SIR and quota share layers. A higher SIR may offer Metro greater flexibility in managing premium costs. Marsh will continue to explore options, including alternative retentions up to \$25M, and quota share

arrangements, to achieve more favorable premiums until the renewal date. Separate from this action, Marsh and Risk Management will explore the formation of a Metro Captive Insurer as an alternative to traditional insurance placement.

Attachment A provides an overview of renewal options, premiums, and loss history, and Attachment B reflects the proposed 2025-2026 Excess Liability Program, which mirrors the current 2024-2025 program structure. Risk Management recommends proceeding with renewal at a minimum coverage limit of \$300 million and a not-to-exceed premium of \$29.8 million.

DETERMINATION OF SAFETY IMPACT

Approval of this recommendation positively impacts the safety of Metro's patrons and employees. Liability insurance carriers will perform certain facility inspections to mitigate potential risks or hazards and provide an overall risk assessment of Metro's assets as they underwrite the program. In addition, carriers may provide best-practice guidance to enhance Metro's risk profile.

FINANCIAL IMPACT

Funding of \$28.5M for this action is included in the FY26 Proposed Budget in cost center 0531, Non-Departmental - Operations Risk Management, under projects 300022 - Rail Operations - A Line, 300033 - Rail Operations - C Line, 300044 - Rail Operations - B Line, 300066 - Rail Operations - E Line, 300077 - K Line, 301012 - Bus Operations - G Line, 306001 - Operations Transportation, and 320011 - Union Station.

Metro's insurance premiums are amortized and span two fiscal years. The cost center manager and the Interim Chief Transit Safety Officer will be accountable for budgeting in FY27 costs not included in the FY26 budget.

Impact to Budget

The sources of funding for this action will come from federal, state, and local funding sources that are eligible for bus and rail operations, and capital projects.

EQUITY PLATFORM

The insurance policies cover all Metro-owned property, stations, tunnels, bridges, rolling stock fleet, right of ways, facilities, and buildings that provide transportation service and benefits to Metro riders. Metro's liability insurance program ensures that its facilities, rolling stock fleet, and infrastructure, which serve riders, are covered by insurance policies in the event of major loss or damage.

VEHICLE MILES TRAVELED OUTCOME

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

VMT.

While this item does not directly encourage taking transit, sharing a ride, or using active transportation, it is a vital part of Metro operations, as it provides excess liability coverage for Metro's assets. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item supports the agency's overall function, it is consistent with the goals of reducing VMT.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports strategic plan goal # 5, "Provide responsive, accountable and trustworthy governance within the LA Metro organization." The responsible administration of Metro's risk management programs includes the use of insurance to mitigate large financial risks resulting from unlimited liability for bodily injury and property damage claims resulting from, primarily, bus and rail operations.

ALTERNATIVES CONSIDERED

Due to the continued hard market, there are no additional limits in coverage for consideration. SIRs above the current structure levels are being proposed and considered, and negotiations are ongoing. Attachment A reflects the proposed program structure, which mirrors the current 2024-2025 policy term. The only variation will be to the SIR, which may end up being higher than the current program structure.

NEXT STEPS

Upon Board approval of this action, staff will advise Marsh to proceed with the placement of the excess liability insurance program outlined herein, effective August 1, 2025.

ATTACHMENTS

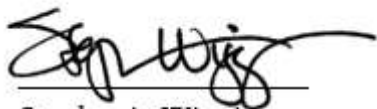
Attachment A - Options, Premiums, and Loss History

Attachment B - Proposed Public Entity Liability Carriers and Program Structure

Prepared by: William Douglas, Senior Manager Risk Financing, (213) 922-2105

Claudia Castillo del Muro, Executive Officer, Risk Management, (213) 922-4518

Reviewed by: Kenneth Hernandez, Interim Chief Transit Safety Officer, (213) 922-2990

A handwritten signature in black ink, appearing to read 'Step Wiggins', written over a horizontal line.

Stephanie Wiggins
Chief Executive Officer

ATTACHMENT A

**Options, Premiums and Loss History
Public Entity Program Insurance Premium and Proposed Options**

	Current 2024 / 2025 Program	2025 / 2026 OPTIONS (Estimated)	
		A	B
Self-Insured Retention (SIR)	\$8M rail, \$12.5M bus & other non-rail	\$8M rail, \$12.5M bus & other non-rail	\$8M rail, \$15M bus & other non-rail
Quota Share	Up to \$7.5M in \$25M bus & other non-rail layer	Up to \$7.5M in \$25M bus & other non-rail layer	Up to \$5M in \$25M bus & other non-rail layer
Limit of Coverage	\$300M	\$300M	\$300M
Terrorism Coverage	Yes	Yes	Yes
Premium	\$24.5M	\$29.8M	\$29.3M

**Premium History for Excess Liability Policies
Ending in the Following Policy Periods**

	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025
Self-Insured Retention:									
Rail	\$7.5M	\$7.5M	\$8M	\$8M	\$8M	\$8M	\$8M	\$8M	\$8M
Bus + Other Non-Rail	\$7.5M	\$7.5M	\$8M	\$8M	\$10M	\$17.5M	\$20M	\$20M	\$20M
Insurance Premium	\$3.7M	\$4.1M	\$4.1M	\$6.2M	\$14.5M	\$16.7M	\$19.1M	\$22.2M	\$24.5M
Claims in Excess of Retention	1	1	2	1	TBD	TBD	TBD	TBD	TBD
Estimated Amount in Excess of Retention	\$10M	\$10M	\$10M	\$25M	TBD	TBD	TBD	TBD	TBD

Proposed Public Entity Liability Carriers and Program Structure

Liability Insurance Summary 2025-2026

Los Angeles County Metropolitan Transportation Authority



Excess Limit	Layer(s)		Participation	Carrier	Premium
12	\$300M	\$35M xs \$265M	\$5,000,000 \$2,500,000 \$4,000,000 \$6,000,000 \$2,500,000 \$5,500,000 \$7,000,000 \$2,500,000	Lloyds (Aspen) Lloyds (Convex) Lloyds (Ascot) Lloyds (Inigo) Lloyds (Argo) ARK Helix Lloyds (Arcadian)	
11	\$265M	\$10M xs \$255M	\$10,000,000	Lloyds (Munich Re)	
10	\$255M	\$40M xs \$215M	\$10,000,000 \$10,000,000 \$10,000,000 \$10,000,000	Liberty Specialty Chubb Bermuda Ins Ltd AIG AWAC	
9	\$215M	\$30M xs \$185M	\$10,000,000 \$5,000,000 \$10,000,000 \$5,000,000	Lloyds (Hiscox) Lloyds (Convex) Lloyds (Argo) Lloyds (Munich Re)	
8	\$185M	\$75 xs \$110M	\$7,500,000 \$7,500,000 \$5,000,000 \$7,500,000 \$5,000,000 \$7,500,000 \$15,000,000 \$2,500,000 \$12,500,000 \$5,000,000	Lloyds (Aspen) Lloyds (Apollo) Lloyds (Ascot) Lloyds (Canopus) Lloyds (Argo) Hamilton XL Bermuda Ltd. Lloyds (Convex) Lloyds (Inigo) Lloyds (Vantage)	
7	\$110M	\$17.5M xs \$92.5M	\$5,000,000 \$2,500,000 \$10,000,000	(Lloyds (Munich Re) Lloyds (Apollo) Hamilton	
6	\$92.5M	\$17.5M xs \$75M	\$7,500,000 \$5,000,000 \$5,000,000	Sompo Ark Helix	
5	\$75M	\$10M xs \$65M	\$10,000,000	AXA XL	
4	\$65M	\$15M xs \$50M	\$15,000,000	AWAC	
3	\$50M	\$10M xs \$40M	\$10,000,000	Great American	
2	\$40M	\$15M xs \$25M	\$2,500,000 \$2,000,000 \$2,500,000 \$2,000,000 \$2,500,000 \$2,000,000 \$1,500,000	Lloyds (Hiscox) Lloyds (MAP) Lloyds (Inigo) Lloyds (Ascot) Lloyds (QBE) ARK Helix	
1	\$25M	\$17M Rail - /Queens Island \$12.5M Bus/All Other - Gemini/Upland	\$17,000,000 \$2,500,000 \$5,000,000 \$5,000,000	Queens Island Rail Self-Insured Upland Specialty Quota Share w/Metro 50% Gemini Quota Share w/Metro 50%	
\$8M Rail SIR Per Occurrence					
\$12.5M Bus/All Other SIR Per Occurrence					
Totals					\$ 29,809,029.60

*Including Public Officials/EPLI – Excess \$75M excluding Public Officials/EPLI'



Excess Liability Insurance Program

Finance, Budget, and Audit Committee

June 18, 2025

File ID #2025-0242



Metro

Excess Liability Insurance Program Renewal

Recommendation:

AUTHORIZE the Chief Executive Officer to negotiate and purchase Public Entity excess liability policies with up to \$300 million in limits at a not-to-exceed premium of \$29.8 million for the 12-month period effective August 1, 2025, to August 1, 2026.

Excess Liability Insurance Program Renewal

Background:

- Each year, Risk Management meets with Metro's insurance broker (Marsh USA, LLC) to prepare for the upcoming excess liability marketing process and obtain the most competitive coverage and premium available.
- Marsh provides a not-to-exceed premium amount to facilitate the Board's authority for binding the renewal program.
- With the Board's approval, Marsh can continue negotiating with underwriters to ensure Metro obtains the most competitive pricing.

Excess Liability Insurance Program Renewal

Current State of the Market:

- The firming market, primarily driven by loss development related to auto liability, is reducing carrier capacity and increasing rates, with average increases ranging from 10-15% for loss-free programs and over 20% for those with historical losses. Average rate increases vary based on rail vs. bus exposure, jurisdiction, and the market access point.
- Metro's August 1st insurance placement will see increased premiums due to stricter underwriting guidelines, adverse auto liability losses, and the overall state of the market.

Excess Liability Insurance Program Renewal

Proposed Coverage:

- Ongoing negotiations aim to maintain a similar coverage structure as the expiring policy.
- With minimum limits of \$300M.
- A not-to-exceed SIR of \$25M.
- For a total premium of up to \$29.8M.



Thank you.



Metro®



Board Report

File #: 2025-0292, File Type: Formula Allocation / Local Return

Agenda Number: 8.

FINANCE, BUDGET, AND AUDIT COMMITTEE JUNE 18, 2025

SUBJECT: FY25 LOCAL RETURN CAPITAL RESERVE ACCOUNTS

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

- A. ESTABLISHING new Local Return funded Capital Reserve Accounts for the Cities of Hidden Hills (Measure M), Lakewood (Proposition C and Measure M), Long Beach (Proposition C), and amend the existing accounts for the Cities of Industry (Proposition A), Lynwood (Proposition A), South Pasadena (Proposition C, Measure R and Measure M), and Whittier (Proposition C) (Attachment A); and
- B. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements between Los Angeles County Metropolitan Transportation Authority (LACMTA) and the Cities in Recommendation A for their Capital Reserve Accounts as approved.

ISSUE

A local jurisdiction may need additional time to accumulate sufficient Local Return funding to implement a project, or to avoid lapsing of funds. To avoid lapsing, a local jurisdiction may request that funding be dedicated in a Capital Reserve Account. Board approval is required to set up these Capital Reserve Accounts and any amendments to existing accounts.

BACKGROUND

Local Return Funds are generated from 4 half-cent sales taxes that are directly allocated to the 88 cities plus the County of Los Angeles based on population share for transit and transportation related projects. Proposition A (voter approved in 1980) local return has a 25% share; Proposition C (voter approved in 1990) local return has a 20% share; Measure R (voter approved in 2008) has a 15% share; and Measure M (voter approved in 2016) local return has a 17% share. Together, these 4 funding sources make up over \$800 million annually in revenue that support projects such as local bus and dial-a-ride services, bus stop improvements, street paving, active transportation, and much more. Each of these local return revenue sources has a timely use of funds requirement. As a mechanism to help cities avoid lapsing their local return funds and to allow for the accumulation of

funds for larger scale transportation projects Capital Reserve accounts are created on an annual basis if needed.

DISCUSSION

Staff uses a First-In-First-Out (FIFO) calculation to determine if a city may be in jeopardy of losing their Local Return funds. Proposition A and Proposition C utilize a “three year plus current year” period for a total of four years for the timely use of funds requirement. Measure R and Measure M utilize a five-year period for the timely use of funds requirement.

Considerations

Capital Reserve Accounts are permitted with approval from the Board of Directors. These accounts may be established so that Los Angeles County local jurisdictions may extend the life of their Local Return funds to accommodate longer term financial and planning commitments for specific capital projects.

Should Local Return funds lapse due to time constraints, per Local Return Guidelines, those lapsed funds would then be returned to Metro so that the Board may redistribute the funds to jurisdictions for discretionary programs of county-wide significance or redistribute to each Los Angeles County local jurisdiction by formula on a per capita basis.

The Cities of Hidden Hills, Lakewood, Long Beach, and South Pasadena are all working on large street improvement projects that are difficult to coordinate and construct. The Cities of Industry, Lynwood, and Whittier require time extensions or fund increases on existing Board Approved Capital Reserve accounts to complete the construction of their projects. The termination date for all these capital reserve accounts will be June 30, 2030, unless a city requests an additional time extension before then.

New Capital Reserve Accounts

City of Hidden Hills

The City of Hidden Hills is requesting a new Measure M 17% Local Return capital reserve account in the amount of \$100,000 for their Round Meadow/Mureau Road Entry Intersection Improvement project. The scope of this project includes pavement repairs, crack filling, microsurface (slurry seal), and traffic striping of the City owned roads outside the security gates (public access). Proposed resurfacing will increase safety, improve the riding surface for vehicles and bicycles, and extend the life of the asphalt. Work is considered road maintenance and rehabilitation as all improvements will be within the street right of way. Hidden Hills requires additional time to complete this project due to project delays. At the beginning of FY25 the city had a Measure M potential lapsing amount of \$46,775. Approval of this capital reserve will prevent these funds from lapsing. In FY24, Hidden Hills had no audit findings related to Measure M.

City of Lakewood

The City of Lakewood is requesting a new Proposition C 20% Local Return and Measure M 17% Local Return capital reserve account totaling \$2,300,000 for their Street Improvement Rehabilitation

and Engineering Project. The scope of this project includes citywide street paving and resurfacing at multiple locations, to maintain the streets and improve safety throughout the city. This is a long-term multi-year project, and the establishment of this capital reserve will assist in the accumulation of funds for the project. At the beginning of FY25 the City had a Proposition C potential lapsing amount of \$1,445,804 and a Measure M potential lapsing amount of \$798,230. Approval of this capital reserve will prevent these funds from lapsing. In FY24 Lakewood had no audit findings.

City of Long Beach

The City of Long Beach is requesting a new Proposition C 20% Local Return capital reserve account in the amount of \$3,200,000 for their Studebaker-Lyones Complete Streets Project. This project will synchronize 17 signals on Studebaker, running fiber-optic cable along the length of the corridor. After the underground work is complete, existing bus stops will be upgraded to boarding islands to avoid transit conflicts with a new median-separated bikeway. Long Beach requires extended time to both accumulate funds for the project and to complete construction of the multi-year project. Construction is scheduled to begin in the summer of 2025. At the beginning of FY25 the City had a Proposition C potential lapsing amount of \$9,816,483. Approval of this capital reserve will prevent these funds from lapsing. In FY24 Long Beach had no audit findings.

Amended Capital Reserve Accounts

City of Industry

The City of Industry is requesting a time extension to their Board approved Park and Ride Lot Proposition A 25% Local Return capital reserve account totaling \$289,325. The scope of this project involves relocating the Industry Park and Ride lot from the corner of Mayor Dave Way and Glendora Avenue to the Homestead Museum lot, located on the northwest corner of Parriott Place and Don Julian Road. This location is better suited to the express travel way due to the close proximity to the 60 freeway and serve Foothill Transit Line 495. The proposed lot will consist of a minimum of 117 parking spaces, including ADA accessible spaces. The project is in preliminary stages of planning and will require additional time to complete construction. At the beginning of FY25 the City had no potential lapsing Proposition A funds. In FY24 Industry had no Proposition A audit findings

City of Lynwood

The City of Lynwood is requesting a time extension to their Board approved Transit Center Improvement Proposition A 20% Local Return account totaling \$2,363,966. The scope of this project includes rehabilitation efforts of the Rosa Parks Transit Center located at the Lynwood Community Center, that primarily serves the Lynwood Trolley. Additional time is needed to complete the construction of this project; approval of this capital reserve amendment will allow for project completion. At the beginning of FY25 the City had no potential lapsing funds. In FY24 Lynwood had one audit finding where funds were expended on liability insurance prior to Metro approval and was resolved.

City of South Pasadena

The City of South Pasadena is requesting an amendment to their Board approved Street Repairs per Pavement Management System Measure R 15% Local Return account to add an additional: \$600,000 of Measure R funds, \$800,000 of Proposition C funds, and \$600,000 of Measure M funds. This project is a city-wide continuing street maintenance and repair project that includes road

rehabilitation, street paving, and restriping, as it pertains to the most current Pavement Management System certification. Additional funds are needed to assist in the completion of this long-term project. At the beginning of FY25 the City had a Measure R potential lapsing amount of \$437,167, a Proposition C potential lapsing amount of \$401,887, and a Measure M potential lapsing amount of \$305,160. Approval of this capital reserve will prevent these funds from lapsing. Per South Pasadena's FY24 audit, the City did not maintain nor provide accurate accounting records and documentation to facilitate the performance of the audit. The City experienced significant turnover in key personnel within the finance and public works departments which led to the aforementioned issues. To resolve these issues, the city engaged an external CPA firm to assist with the audit processes and year end closing activities.

City of Whittier

The City of Whittier is requesting a time extension to their Board approved Greenway Trail Bike Path Extension Gap Closure Proposition C 20% Local Return account totaling \$1,228,462. The scope of this project is to extend the Whittier Greenway trail to create a larger and more connected network for active transportation. The project aims to connect to the Orange County trail network and potentially link with La Habra and Brea which will greatly benefit the active transportation network in the community. Additional time is needed to complete the construction of this project. Approval of this capital reserve amendment will allow for the completion of this project. At the beginning of FY25 the City had no potential lapsing Proposition C funds. In FY24 Whittier had no audit findings.

DETERMINATION OF SAFETY IMPACT

Approval of the new Capital Reserve Accounts that include Street and Road improvement projects would provide additional safety features for local communities.

FINANCIAL IMPACT

Adoption of staff recommendations would have no impact on the Metro Budget, or on Metro's Financial Statements. The Capital Reserve Account funds originate from Propositions A and C, and Measures R and M funds. As specified by the ordinances, these funds are allocated to and held by each Los Angeles County local jurisdiction by formula.

Impact to Budget

Adoption of staff recommendations would have no impact on the Metro Budget as these funds have been previously disbursed to the cities. These funds are not eligible for Metro bus and rail operations.

EQUITY PLATFORM

Under Board-adopted guidelines, this item enables the programming of funds to recipients to support the implementation of various transportation projects and improvements throughout the region (see Attachment A). For Hidden Hills, Lakewood, Long Beach, and South Pasadena, these projects will provide better street conditions to enhance mobility for pedestrians, cyclists, transit users, and individuals with disabilities. The Cities of Industry and Lynwood's park and ride lot and transit center projects will greatly improve access to transit for residents and workers within the city. The City of

Whittier's Greenway Trail Bike Path Extension Gap Closure project will bring needed improvements to the active transportation network in the city of Whittier.

VEHICLE MILES TRAVELED OUTCOME

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

The projects result from the funding adjustments presented in this report have mixed outcomes, but on a whole, most of the projects in this report will likely decrease VMT in LA County. Within this suite of projects, Metro seeks to reduce single-occupancy vehicle trips, provide a safe transportation system, and increase accessibility to destinations via transit, cycling, walking, and carpooling. Some of the projects within this status report include items that will ease congestion for cars and trucks resulting in the possibility of increased VMT. However, these projects also provide for carpooling infrastructure and reinvestment of funding towards transit projects. The projects' multi-modal benefits may contribute to offsetting the possible increase in VMT. The VMT-related effects of each of the projects in this board report are discussed in Attachment A.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports the following Strategic Plan Goals by funding the improvement projects presented in Attachment A:

- Goal 1: Provide high-quality mobility options that enable people to spend less time traveling;
- Goal 2: Deliver outstanding trip experiences for all users of the transportation system; and
- Goal 3: Enhance communities and lives through mobility and access to opportunity

ALTERNATIVES CONSIDERED

Should the Board choose not to approve the recommendations above, which staff does not recommend, the cities may not be able to accumulate sufficient funds necessary to implement the capital projects as described in Attachment A and the projects may not be constructed in a timely manner.

NEXT STEPS

With the Board's approval of the recommendation, staff will negotiate and execute all necessary agreements between Metro and the listed cities for their Capital Reserve Accounts as approved.

Staff will continue to monitor the accounts, including the annual Local Return audit, to ensure that the cities comply with the Local Return Guidelines and the terms of the agreement.

ATTACHMENTS

Attachment A - Project Summary for FY25 Proposed Capital Reserve Accounts

Prepared by: Chelsea Meister, Manager, Transportation Planning, (213) 922-5638
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Reviewed by: Nalini Ahuja, Chief Financial Officer, (213) 922-3088



Stephanie Wiggins
Chief Executive Officer

ATTACHMENT A

PROPOSED CAPITAL RESERVE ACCOUNTS (Project Summary)

JURISDICTION	PROJECT	AMOUNT	FUND	AGREEMENT TERMINATION/ REVIEW DATE
City of Hidden Hills (New)	<p><u>Project:</u> Round Meadow/Mureau Road Entry Intersection Improvement</p> <p><u>Justification:</u> The City requires additional time to complete this project due to implementation delays preventing timely execution. This will prevent funds from lapsing.</p> <p><u>VMT:</u> This project will likely increase VMT</p>	\$100,000	Measure M 17% Local Return	6/30/30
City of Industry (Extension)	<p><u>Project:</u> Park and Ride Lot</p> <p><u>Justification:</u> Additional time needed to complete construction of the project.</p> <p><u>VMT:</u> This project will likely decrease VMT</p>	\$289,325	Prop A 25% Local Return	<p>Original date of termination 6/30/25</p> <p>New date of termination 6/30/30</p>
City of Lakewood (New)	<p><u>Project:</u> Street Improvement Rehabilitation and Engineering</p> <p><u>Justification:</u> The capital reserve will assist in the completion of this long-term project and prevent funds from lapsing.</p> <p><u>VMT:</u> This project will likely increase VMT</p>	<p>\$1,500,000</p> <p>\$800,000</p>	<p>Prop C 20% Local Return</p> <p>Measure M 17% Local Return</p>	6/30/30
City of Long Beach (New)	<p><u>Project:</u> Studebaker-Lyones Complete Streets</p> <p><u>Justification:</u> Additional time and fund accumulation needed for project with construction scheduled to begin summer of 2025.</p> <p><u>VMT:</u> This project will likely decrease VMT</p>	\$3,200,000	Prop C 20% Local Return	6/30/30

JURISDICTION	PROJECT	AMOUNT	FUND	AGREEMENT TERMINATION/ REVIEW DATE
City of Lynwood (Extension)	<u>Project:</u> Transit Center Improvement <u>Justification:</u> Additional time needed to complete construction of the project. <u>VMT:</u> This project will likely decrease VMT	\$2,363,966	Prop A 25% Local Return	Original date of termination 6/30/25 New date of termination 6/30/30
City of South Pasadena (Amended)	<u>Project:</u> Street Repairs per Pavement Management System <u>Justification:</u> Additional funds needed to assist in the completion of this long-term project and prevent funds from lapsing. <u>VMT:</u> This project will likely increase VMT	Existing Amount \$85,000 Amend to add \$600,000 Amend to add \$800,000 Amend to add \$600,000	Measure R 15% Local Return Prop C 20% Local Return Measure M 17% Local Return	Existing 6/30/29
City of Whittier (Extension)	<u>Project:</u> Greenway Trail Bike Path Extension Gap Closure Project <u>Justification:</u> Additional time needed to complete construction of the project. <u>VMT:</u> This project will likely decrease VMT	\$1,228,462	Prop C 20% Local Return	Original date of termination 6/30/25 New date of termination 6/30/30



Metro

FY25 Local Return Capital Reserve Accounts - Item# 2025-0292

Finance, Budget & Audit Committee

June 18, 2025

Issue & Background

- Metro annually allocates Local Return funds to LA County jurisdictions to implement local projects
 - › Proposition A
 - › Proposition C
 - › Measure R
 - › Measure M
- Local Return funds must be spent within 4 or 5 years, depending on fund source
 - › If not spent, funds could lapse and jurisdiction can lose revenues
- Jurisdictions may need additional time to accumulate funding to implement projects
- To prevent lapsing, jurisdiction may request Capital Reserve Account
- Board approval required to establish or amend Capital Reserve Accounts

Capital Reserve Account Projects

NEW CAPITAL RESERVES		
Jurisdiction Name	Amount	Project
Hidden Hills (Meas M)	\$ 100,000	NEW Project - Round Meadow/Mureau Rd Entry Intersection Improvement
Lakewood (Prop C & Meas M)	2,300,000	NEW Project - Street Improvement Rehabilitation & Engineering
Long Beach (Prop C)	3,200,000	NEW Project - Studebaker-Lyones Complete Streets
AMEND CAPITAL RESERVES		
Jurisdiction Name	Amount	Project
Industry (Prop A)	\$ 289,325	EXTENTION - Park-and-Ride Lot
Lynwood (Prop A)	2,363,966	EXTENTION - Transit Center Improvement
South Pasadena (Prop A, Meas R & M)	2,085,000	AMEND - Street Repairs per Pavement Management System
Whittier (Prop C)	1,228,462	EXTENTION - Greenway Trail Bike Path Extention Gap Closure Project

Recommendation

CONSIDER:

- A. ESTABLISHING new Local Return funded Capital Reserve Accounts for the Cities of Hidden Hills (Measure M), Lakewood (Proposition C and Measure M), Long Beach (Proposition C), and amend the existing accounts for the Cities of Industry (Proposition A), Lynwood (Proposition A), South Pasadena (Proposition C, Measure R and Measure M), and Whittier (Proposition C) (Attachment A); and
- B. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements between Los Angeles County Metropolitan Transportation Authority (LACMTA) and the Cities for their Capital Reserve Accounts as approved.



Board Report

File #: 2025-0403, File Type: Resolution

Agenda Number: 9.

FINANCE, BUDGET AND AUDIT COMMITTEE
JUNE 18, 2025

SUBJECT: FY26 TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 8 FUND PROGRAM

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

ADOPT:

- A. Findings and Recommendations (Attachment A) for allocating fiscal year 2026 (FY26), Transportation Development Act (TDA) Article 8 funds estimated (Attachment B) at \$33,368,313 as follows:
1. In the City of Avalon, there are no unmet transit needs that are reasonable to meet. Therefore, TDA Article 8 funds in the amount of \$156,044 may be used for street and road projects or transit projects;
 2. In the Cities of Lancaster and Palmdale, there are no unmet transit needs that are reasonable to meet; in the Cities of Lancaster and Palmdale, and the unincorporated portions of the Antelope Valley, transit needs can be met by using other existing fund sources. Therefore, TDA Article 8 funds in the amount of \$8,131,009 for Lancaster and \$7,821,276 for Palmdale may be used for street and road projects or transit projects, provided that transit needs continue to be met;
 3. In the City of Santa Clarita, there are no unmet transit needs that are reasonable to meet; in the City of Santa Clarita and the unincorporated portions of the Santa Clarita Valley, existing transit needs can be met through the recommended actions using other fund sources. Therefore, \$10,853,278 in TDA Article 8 funds for the City of Santa Clarita may be used for street and road projects or transit projects, provided that transit needs continue to be met;
 4. In the Los Angeles County Unincorporated areas of North County, the areas encompassing both the Antelope Valley and the Santa Clarita Valley, transit needs are met with other fund sources such as Proposition A and Proposition C Local Return. Therefore, TDA Article 8 funds in the amount of \$6,406,706 may be used for street and road projects or transit projects, provided that transit needs continue to be met; and

-
- B. A resolution (Attachment C) making a determination of unmet public transportation needs in the areas of Los Angeles County outside the Metro service area.

ISSUE

State law requires that the Los Angeles County Metropolitan Transportation Authority (Metro) make findings regarding unmet transit needs in areas outside of Metro's service area. If any unmet transit needs are identified as reasonable to meet, they must be met before TDA Article 8 funds can be allocated for street and road purposes.

BACKGROUND

Under the State of California TDA Article 8 statute, state transportation funds are allocated to the portions of Los Angeles County outside Metro's service area. These funds are for "unmet transit needs that may be reasonable to meet." However, if no such needs exist, the funds can be spent for street and road purposes. See Attachment D for a summary of the history of TDA Article 8 and definitions of unmet transit needs.

Before allocating TDA Article 8 funds, the Act requires Metro to conduct a public hearing process (Attachment E). If there are determinations that there are unmet transit needs, which are reasonable to meet and Metro adopts such a finding, then these transit needs must be met before TDA Article 8 funds can be used for street and road purposes. By law, Metro must adopt a resolution annually that states our findings regarding unmet transit needs. Attachment C presents the FY26 Resolution. The proposed findings and recommendations are based on the results of the public hearing process and the recommendations of the Social Service Transportation Advisory Council (SSTAC) and the Hearing Board.

Antelope Valley Transit Authority Transit Service Updates

Antelope Valley Transit Authority (AVTA) is developing a new route called the High Desert Connector to link Antelope Valley with Victor Valley, to connect Lancaster/Palmdale Transit Centers to the Victor Valley Transit Center. They are also looking into an eco-friendly charging solution with solar farms and battery storage.

In addition, AVTA is enhancing bus stops in Lancaster and Palmdale by installing shelters, benches, and trash receptacles at several locations. Four additional sites are planned for installation, with completion scheduled for FY25/26. An internal committee has been established to review passenger feedback and recommend service changes. The committee meets every other month. AVTA is also starting a Regional Transit Plan Committee to address future transportation needs across various service types.

City of Santa Clarita Transit Service Updates

The City of Santa Clarita has continued its efforts to promote public transportation and develop the essential infrastructure needed to support public transit services now and in the future. Over the past year, the City has achieved several milestones, including the completion of its Transit Development Plan update, which incorporated community outreach to assess transit service demand. Ridership on local fixed-route services has surpassed pre-pandemic levels, and ridership for the City's on-demand service "Go! Santa Clarita" has also increased.

Santa Clarita also awarded a contract for four zero-emission fuel cell electric buses, bringing the total to seven buses scheduled for delivery in the third quarter. The City designed a hydrogen electrolyzer and fueling station at the Transit Maintenance Facility, with construction beginning in FY25. In addition, Santa Clarita received its first zero-emission electric transit vehicle through a partnership with Access Services to secure federal funding for zero-emission paratransit vehicles and added two new CNG-powered local buses to its fleet.

The City completed the replacement of 50 electronic signs, and installed vandal resistant placards with unique stop numbers and QR codes at over 700 bus stops system wide. These QR codes provide real-time arrival information for the routes serving the individual stop. The City also expects to complete another bus stop improvement project by the end of June 2025. This project will improve access and replace worn or damaged benches, shelters, and trash receptacles at 20 bus stop locations within the City.

DISCUSSION

Metro has complied with state law by conducting public hearings and obtaining input from the Social Service Transportation Advisory Council (SSTAC) regarding unmet transit needs. The SSTAC is comprised of riders representing seniors, individuals with disabilities, social service providers, and other interested parties from the North County areas.

- Attachment A presents the proposed FY26 SSTAC recommendations.
- Attachment F summarizes the recommendations made and actions taken by area transit agencies during FY2025 (for the FY26 allocation estimates).

On May 5, 2025, the TDA Article 8 Hearing Board convened on behalf of the Metro Board of Directors to conduct the required public hearing process. The Hearing Board developed findings and made recommendations for the use of TDA Article 8 funds based on input from the SSTAC and the public hearing process.

Funds will be released to eligible jurisdictions upon:

1. Transmittal of the Metro Board-adopted findings and recommendations,
2. Transmittal of public hearing documentation to Caltrans, and
3. Caltrans approval

A delay in adopting the findings, recommendations, and the resolution contained in Attachments A and C would delay the allocation of \$33,368,313 in TDA Article 8 funds to the recipient local jurisdictions.

DETERMINATION OF SAFETY IMPACT

Approval of this project will have no impact on Safety.

FINANCIAL IMPACT

The TDA Article 8 funds for FY26 are estimated at \$33,368,313 (Attachment B). Funding for this action is included in the FY26 Adopted Budget in cost center 0443, project number 410059 TDA Subsidies - Article 8. TDA Article 8 funds are state sales tax revenues designated by law for use by Los Angeles County local jurisdictions outside Metro's service area. Metro allocates these funds based on population and disburses them monthly, once each jurisdiction's claim form is received, reviewed, and approved.

EQUITY PLATFORM

This process is established by the State and requires Caltrans approval prior to release of the funds, including allocation of funds based on jurisdiction population and local control of eligible expenditure decisions. On March 4, 2025, in-person and virtual public hearings were conducted in Palmdale/Lancaster and Santa Clarita, and on March 18, 2025, in the City of Avalon during their city council meeting. Public hearing notices were posted in the Daily News and La Opinión for each jurisdiction, as well as in local newspapers serving the Antelope Valley, Santa Clarita, San Fernando Valley, Catalina Island, and Long Beach. In addition, notifications were sent to all businesses in the area. Santa Clarita Transit published the hearing notice across its system and posted it in public areas throughout the cities. Avalon shared the notice through their social media outlets. Spanish interpreters were available at all hearings, and all public hearing spaces were accessible in compliance with the American with Disabilities Act (ADA). Members of the public were also given the opportunity to participate virtually.

After the comment period, staff convened the SSTAC, consisting of representatives from the senior (65 and older) and disability communities. As required by law, staff also included representatives from community-based organizations that assist seniors, individuals with low incomes, and people with disabilities. The meeting was conducted in a hybrid format, allowing participants to attend either in-person or online, and a Spanish language interpreter was available. No members of the public attended the public hearings nor were there any comments submitted during the public comment period. Based on the public hearing process, no unmet transit needs were identified in the above jurisdictions.

VEHICLE MILES TRAVELED OUTCOME

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

The projects result from the funding adjustments presented in this report have mixed outcomes, but on a whole, most of the projects in this report will likely decrease VMT in LA County. Within this suite of projects, Metro seeks to reduce single-occupancy vehicle trips, provide a safe transportation

system, and increase accessibility to destinations via transit, cycling, walking, and carpooling. Some of the projects within this status report include items that will ease congestion for cars and trucks, or expand vehicle capacity, resulting in the possibility of increased VMT. However, these projects also provide for carpooling infrastructure and reinvestment of funding towards transit projects. The projects' multi-modal benefits may contribute to offsetting the possible increase in VMT.

While TDA Article 8 funds are distributed based on population and the outcome of the unmet transit needs process, the investments they support have a meaningful impact on travel behavior. In FY26, the Antelope Valley Transit Authority (AVTA), the City of Santa Clarita, and the City of Avalon are advancing projects that expand access to public transit, improve service quality, and reduce reliance on single-occupancy vehicles. AVTA's High Desert Connector will link the Antelope and Victor Valleys, providing a regional transit option that helps reduce long-distance driving. AVTA is also improving local stops with shelters and seating, making transit more attractive for short trips. Santa Clarita continues to grow ridership on its fixed-route and on-demand services and is expanding its zero-emission fleet with new fuel cell electric buses and a hydrogen fueling station. Avalon, where private vehicle use is already limited, continues to enhance mobility options through improved transit access and public engagement. Collectively, these TDA Article 8-funded initiatives align with Metro's broader VMT reduction strategy by encouraging sustainable travel choices across the county.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The program advances several Strategic Plan Goals including:

- Goal #1: High-quality mobility options that enable people to spend less time traveling
- Goal #2: Deliver outstanding trip experiences for all users of the transportation system
- Goal #4: Transform LA County through collaboration and leadership

ALTERNATIVES CONSIDERED

The Board of Directors could adopt findings or conditions other than those developed in consultation with the Hearing Board, with input from the state required SSTAC (Attachment A), and through the public hearing process. However, this is not recommended because adopting the proposed findings and recommendations made by the SSTAC and adopted by the Hearing Board has been developed through a public hearing process, as described in Attachment E, and in accordance with the TDA statutory requirements.

NEXT STEPS

Once Caltrans reviews and approves the Board-adopted resolution and documentation of the hearing process, TDA Article 8 funds will be allocated to the recipient local jurisdictions.

ATTACHMENTS

Attachment A - FY26 Proposed Findings and Recommended Actions

Attachment B - TDA Article 8 Apportionments: Estimates for FY26

Attachment C - FY26 TDA Article 8 Resolution

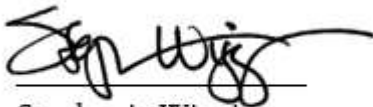
Attachment D - History of TDA Article 8 and Definitions of Unmet Transit Needs

Attachment E - TDA Article 8 Public Hearing Process

Attachment F - Summary of Recommendations and Actions Taken

Prepared by: Juan Miranda, Manager, Transportation Planning, (213) 922-2824
 Manijeh Ahmadi, Senior Manager, Transportation Planning, (213) 922-3083
 Cosette Stark, Executive Officer, Finance, (213) 922- 2822

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



Stephanie Wiggins
Chief Executive Officer

FY26 TDA ARTICLE 8

HEARING BOARD AND

SOCIAL SERVICE TRANSPORTATION ADVISORY COUNCIL

PROPOSED FINDINGS AND RECOMMENDED ACTIONS

CATALINA ISLAND AREA

- Proposed Finding: In the City of Avalon, there are no unmet transit needs that are reasonable to meet; therefore TDA Article 8 funds may be used for street and road projects, or transit projects.
- Recommended Actions: City of Avalon should maintain funding sources for transit services, if reasonable to meet.

ANTELOPE VALLEY AREA

- Proposed Finding: There are no unmet transit needs that are reasonable to meet; in the Cities of Lancaster and Palmdale and the unincorporated portions of North Los Angeles County, existing transit needs can be met through using other existing funding sources. Therefore, TDA Article 8 funds may be used for street and road projects, or transit projects.
- Recommended Actions: Antelope Valley Transit Authority (AVTA) should continue to evaluate funding opportunities for transit services.

SANTA CLARITA VALLEY AREA

- Proposed Finding: There are no unmet transit needs that are reasonable to meet; in the City of Santa Clarita, and the unincorporated portions of the Santa Clarita Valley, existing transit needs can be met through the recommended actions using other funding sources. Therefore, TDA Article 8 funds may be used for street and road projects, or transit projects.
- Recommended Actions: Santa Clarita Transit should continue to evaluate funding opportunities for transit services.

Los Angeles County Metropolitan Transportation Authority
FY26 TDA ARTICLE 8 APPORTIONMENTS
(Transit/Streets & Highways)

AGENCY	POPULATION [1]	ARTICLE 8 PERCENTAGE	ALLOCATION OF TDA ARTICLE 8 REVENUE
Avalon	3,313	0.47%	\$ 156,044
Lancaster	172,631	24.37%	8,131,009
Palmdale	166,055	23.44%	7,821,276
Santa Clarita	230,428	32.53%	10,853,278
LA County Unincorporated	[2] 136,022	19.20%	6,406,706
Total	708,449	100.00%	\$ 33,368,313
Estimated Revenues:			\$ 33,368,313

[1] Population estimates are based on the State of California Department of Finance's (DOF) 2024 population estimates.
[2] The Unincorporated Population figure is based on 2007 estimates by Urban Research.

**RESOLUTION OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY MAKING A DETERMINATION AS TO
UNMET PUBLIC TRANSPORTATION NEEDS IN LOS ANGELES COUNTY
FOR FISCAL YEAR 2026**

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (LACMTA) is the designated Transportation Planning agency for the County of Los Angeles and is, therefore, responsible for the administration of the Transportation Development Act, Public Utilities Code Section 99200 et seq.; and

WHEREAS, under Sections 99238, 99238.5, 99401.5 and 99401.6, of the Public Utilities Code, before any allocations are made for local street and road use, a public hearing must be held and from a review of the testimony and written comments received and the adopted Regional Transportation Plan, make a finding that 1) there are no unmet transit needs; 2) there are no unmet transit needs that are reasonable to meet; or 3) there are unmet transit needs, including needs that are reasonable to meet; and

WHEREAS, at its meetings of June 25, 1998 and June 24, 1999, the Board of Directors approved definitions of unmet transit need and reasonable to meet transit need; and

WHEREAS, public hearings were held by LACMTA in Los Angeles County in Palmdale/Lancaster on March 4, 2025, Santa Clarita on March 4, 2025 and in Avalon on March 18, 2025, after sufficient public notice of intent was given, at which time public testimony had the opportunity to be made and received; and

WHEREAS, a Social Service Transportation Advisory Council (SSTAC) was formed by LACMTA and has recommended actions to meet the transit needs in the areas outside the LACMTA service area; and

WHEREAS, a Hearing Board was appointed by LACMTA, and has considered the results of the public hearing process and the recommendations of the SSTAC; and

WHEREAS, the SSTAC and Hearing Board reaffirmed the definitions of unmet transit need and reasonable to meet transit need; and

WHEREAS, staff in consultation with the Hearing Board recommends the finding that in the City of Avalon there are no unmet transit needs that are reasonable to meet; therefore TDA Article 8 funds may be used for street and road projects, or transit projects; and

ATTACHMENT C

(Page 2 of 3)

WHEREAS, staff in consultation with the Hearing Board recommends the finding that in the City of Santa Clarita, and the unincorporated portions of the Santa Clarita Valley, there are no unmet transit needs that are reasonable to meet. In the City of Santa Clarita, and the unincorporated portions of the Santa Clarita Valley, existing transit needs can be met through the recommended actions using other funding sources. Therefore, TDA Article 8 funds may be used for street and road projects, or transit projects; and

WHEREAS, staff in consultation with the Hearing Board recommends the finding that there are no unmet transit needs that are reasonable to meet. In the Cities of Lancaster and Palmdale and the unincorporated portions of North Los Angeles County, existing transit needs can be met through using other existing funding sources. Therefore, TDA Article 8 funds may be used for street and road projects, or transit projects.

NOW THEREFORE,

- 1.0 The Board of Directors approves on an on-going basis the definition of Unmet Transit Needs as any transportation need, identified through the public hearing process, which could be met through the implementation or improvement of transit or paratransit services; and the definition of Reasonable to Meet Transit Need as any unmet transit needs that can be met, in whole or in part, through the allocation of available transit revenue and be operated in a cost efficient and service effective manner, without negatively impacting existing public and private transit options.
- 2.0 The Board hereby finds that, in the City of Avalon, there are no unmet transit needs that are reasonable to meet; therefore, TDA Article 8 funds may be used for street and road projects, or transit projects.
- 3.0 The Board hereby finds that in the City of Santa Clarita, and the unincorporated portions of the Santa Clarita Valley, there are no unmet transit needs that are reasonable to meet. In the City of Santa Clarita, and the unincorporated portions of the Santa Clarita Valley, existing transit needs can be met through the recommended actions using other funding sources. Therefore, TDA Article 8 funds may be used for street and road projects, or transit projects.
- 4.0 The Board hereby finds that in the Cities of Lancaster and Palmdale and the unincorporated portions of North Los Angeles County, there are no unmet transit needs that are reasonable to meet. In the Cities of Lancaster and Palmdale and the unincorporated portions of North Los Angeles County, existing transit needs can be met through using other existing funding sources. Therefore, TDA Article 8 funds may be used for street and road projects, or transit projects.

CERTIFICATION

The undersigned, duly qualified and acting as the Board Clerk of the Los Angeles County Metropolitan Transportation Authority, certifies that the foregoing is a true and correct representation of the Resolution adopted at a legally convened meeting of the Board of Directors of the Los Angeles County Metropolitan Transportation Authority held on Thursday, June 26, 2025.

COLLETTE LANGSTON
LACMTA Board Clerk

DATED: June 26, 2025

History of Transportation Development Act (TDA) 8

The Mills-Alquist-Deddeh act, better known as the Transportation Development Act (SB325), was enacted in 1971 to provide funding for transit or non-transit related purposes that comply with regional transportation plans. Funding for Article 8 was included in the original bill.

In 1992, after the consolidation of SCRTD and LACTC, AB1136 (Knight) was enacted to continue the flow of TDA 8 funds to outlying cities which were outside of the SCRTD's service area.

Permanent Adoption of Unmet Transit Needs Definitions

Definitions of Unmet Transit Need and Reasonable to Meet Transit Need were originally developed by the SSTAC and Hearing Board and adopted by Metro Board Resolution in May 1997 as follows:

- Unmet Transit Need - any transportation need, identified through the public hearing process, that could be met through the implementation or improvement of transit or paratransit services.
- Reasonable to Meet Transit Need - any unmet transit need that can be met, in whole or in part, through the allocation of additional transit revenue and be operated in a cost-efficient and service-effective manner, without negatively impacting existing public and private transit options.

Based on discussions with and recommendations from Caltrans Headquarters' staff, these definitions have been adopted on an ongoing basis by the resolution. The Metro Board did approve the definitions of unmet transit need and reasonable to meet transit needs at its meetings held on June 25, 1998 and June 24, 1999.

These definitions will continue to be used each year until further action by the Metro Board.

ATTACHMENT E

TDA ARTICLE 8 PUBLIC HEARING PROCESS

Article 8 of the California Transportation Development Act (TDA) requires annual public hearings in those portions of the County that are not within the Metro transit service area. The purpose of the hearings is to determine whether there are unmet transit needs which are reasonable to meet. We established a Hearing Board to conduct the hearings on its behalf in locations convenient for the residents of the affected local jurisdictions. The Hearing Board, in consultation with staff, also makes recommendations to the Board of Directors for adoption: 1) a finding regarding whether there are unmet transit needs that are reasonable to meet; and 2) recommended actions to meet the unmet transit needs, if any.

In addition to public hearing testimony, the Hearing Board received input from the Social Service Transportation Advisory Council (SSTAC), created by state law and appointed by staff, to review public hearing testimony and written comments and, from this information, identify unmet transit needs in the jurisdictions.

FY26 Hearing Board:

Dave Perry represented Supervisor Kathryn Barger
Marvin Crist, Vice Mayor, City of Lancaster
Richard Loa, Mayor, City of Palmdale represented the North County
Eric Ohlsen, Councilmember, City of Palmdale
Marsha McLean, Councilmember, City of Santa Clarita
Jason Gibbs, Councilmember, City of Santa Clarita represented Santa Clarita Valley

Also, membership was formed on the FY26 Social Service Transportation Advisory Council (SSTAC) required of the *Transportation Development Act Statutes and California Code of Regulations*. Staff had adequate representation of the local service providers and represented jurisdictions, therefore the SSTAC meeting convened with proposed recommendations as included in Attachment A.

Hearing and Meeting Dates

In-person and virtual public hearings were held by the Hearing Board in Santa Clarita and the North County areas on March 4, 2025, as well as in Avalon in conjunction with the Council meeting on March 18, 2025. No members of the public attended the public hearings nor were there any comments submitted during the public comment period.

The SSTAC met on April 14, 2025. Attachment A contains the SSTAC's recommendations, which were considered by the Hearing Board at its May 5, 2025 meeting.



Board of Directors

Chairman
Marvin Crist
City of Lancaster

Vice Chair
Dianne M. Knippel
County of Los Angeles

Director
Richard Loa
City of Palmdale

Director
Eric Ohlsen
City of Palmdale

Director
Raj Malhi
City of Lancaster

Director
Michelle Royal
County of Los Angeles

Executive Director/CEO
Martin J. Tompkins

March 04, 2025

TDA Article 8 Hearing Board Chair
Juan Miranda, Program Manager
Metropolitan Transit Authority
One Gateway Plaza
Los Angeles, California 90012

RE: Fiscal Year 2024/2025 TDA Article 8 Unmet Needs Hearings

Dear Mr. Miranda:

At the 2024 TDA Article 8 Unmet Needs Hearing, the Board found that the Antelope Valley Transit Authority (AVTA) had no unmet needs that could not be addressed through existing funding sources. The hearing provided no new recommendations, and no public comments were received. Listed below are updates on FY 24/25 projects and Bus Stop Improvements.

FY24 Projects:

AVTA is pleased to announce that it has completed our efforts to replace all existing gas-powered services and support vehicles with Electric Vehicles. AVTA has 19 electric paratransit vehicles in service, 14 battery-electric road supervisor vehicles, and two hybrid special ADA support vehicles.

AVTA continues to promote the LA Metro GoPass program to high school and community college students in the Antelope Valley. AV Union High School District and Antelope Valley College (AVC) renewed in the 24/25 GoPass year, providing bus passes to all students enrolled in AV Union High School District or at AVC. AVTA encourages middle schools in the Antelope Valley to consider the GoPass program for their students. AVTA had 1,350 total students registered in the 23/24 GoPass Year, with 25,163 AVTA system boardings and 1,536 AVTA students boarding non-AVTA transit systems.

AVTA completed the installation of high-power wireless inductive chargers at five locations in the Antelope Valley, and 14 chargers are available for our zero-emission buses serving our local routes.

Inductive charging is available for local buses at all five transit centers, Sgt. Steve Owen Memorial Park, Scott Thomas Wilk Transit Center, Palmdale Transportation Center, Tom Lackey Transit Center, and the new Dianne Knippel Transit Center at Antelope Valley College.

In September 2024, AVTA celebrated a significant milestone: 10 years of operating electric buses in revenue service. This marked the anniversary of our first electric bus entering local service in 2014. Over the past decade, we've been proud to lead sustainable transportation, consistently innovating and expanding our fleet to better serve our community with eco-friendly transit options. By December 2024, AVTA ended with over 16 million electric miles traveled.

FY25 Projects:

In response to a suggested community need, AVTA continues to develop a new route connecting Antelope Valley to Victor Valley. The proposed route, the High Desert Connector, would run between Lancaster/Palmdale Transit Centers and the Victor Valley Transit Center. AVTA continues conversations with Victor Valley Transit and is evaluating options and vehicle types for this service.

AVTA continues to evaluate an "off-the-grid" charging solution using a solar farm and battery storage. AVTA is working with Participate Energy and City of Lancaster Energy on this solution.

Bus Stop and Service Improvements:

AVTA is actively working with the cities of Lancaster and Palmdale to enhance bus stops throughout our service area. Recently, we have installed various amenities, such as shelters, benches, and trash receptacles, at the following locations: Avenue I & 20th Street West, Avenue I & 25th Street West, 47th Street East & Avenue R (Northwest and Southeast corners), and 6th Street East & Palmdale Blvd. We are currently identifying additional locations with our jurisdictional partners, and four more sites have been selected in both cities to install these amenities. These improvements are scheduled for completion in FY25/26.

AVTA has established an internal committee comprising Bus Operators and Customer Service Staff to discuss passenger feedback. Meetings are held every other month, and recommendations are shared with the Operations Staff at AVTA for potential service changes and improvements. Additionally, AVTA has launched a Regional Transit Plan planning committee to identify and address immediate and future transportation needs across all service modes: Local Transit, Commuter, Dial-A-Ride, Microtransit, and Non-Emergency Medical Transportation. This initiative will result in service changes in the coming years.

Community Outreach Efforts:

AVTA is dedicated to serving the community and to providing excellent customer service. Community outreach is a high-priority goal, and we continually seek to improve our efforts:

- To maintain a close relationship with our riders and potential riders, AVTA actively participates in all in-person community events hosted by the cities of Lancaster and Palmdale. These events allow us to connect with our riders and the AV community to address potential transportation needs. Additionally, AVTA conducts community outreach to rural Los Angeles County communities within our service area to reach transit-dependent populations and raise awareness of AVTA's available services.
- Our community outreach and travel training programs continue to educate and connect our residents, especially veterans, seniors, those with disabilities, and students, to our transportation system.
- AVTA engages with the high school and community college-age students in the Antelope Valley in an ongoing effort to raise awareness of AVTA's and LA Metro's GoPass program.
- AVTA continues to reach out to the local business community and its customers regarding transportation needs. AVTA actively engages with representatives from senior centers, veterans' organizations, rural communities, transportation vendors, adult disabled groups, and other rider groups. This ongoing communication helps AVTA to identify unmet needs, understand the strengths and weaknesses of our transportation services, and enhance our offerings for all passengers.
- AVTA personnel share information on LA Metro's LIFE program at all community events to raise awareness of this low-income fare assistance program.
- AVTA continues to promote our Non-Emergency Medical Transport program to the health care service providers in the Antelope Valley. We also provide transportation assistance to health fairs for those who are low-income and/or homeless to connect them with the vital services that are offered there.
- Each year, AVTA, the cities of Lancaster and Palmdale, and other community partners provide meal boxes, frozen turkeys, toys, and gifts to needy families in the AV.

AVTA values the input of our customers and stakeholders and continues to take a proactive approach to address the transit needs in the Antelope Valley. If you have any questions, please contact me on (661) 729-2206.

Sincerely,



Martin Tompkins
Executive Director/CEO



City of
SANTA CLARITA

23920 Valencia Boulevard • Santa Clarita, California 91355-2196
Phone: (661) 259-2489 • FAX: (661) 259-8125
www.santa-clarita.com

March 4, 2025

Santa Clarita Valley Area
TDA Article 8 Hearing

During last year's Article 8 public hearings, there were no requests for additional transit service, nor comments received related to the transit service operated by Santa Clarita Transit.

Never the less, the City of Santa Clarita (City) has continued its efforts to promote public transportation and build the vital infrastructure needed to support public transit now and in the future. Ridership aboard the City's local fixed-route service has continued to increase, exceeding pre-pandemic levels. Additionally, we continue to see ridership growth aboard the City's on-demand service known as Go! Santa Clarita.

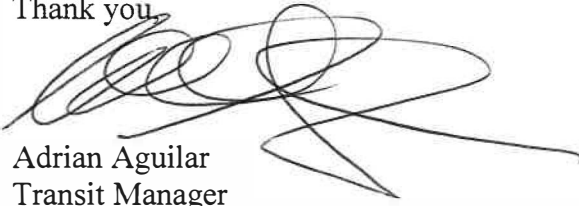
In the 12 months since the last TDA Article 8 hearing, the City has accomplished a number of key milestones, such as:

- Completed the City's Transit Development Plan update. This project included extensive community outreach and a detailed analysis of current and proposed development to assess demand for Transit services.
- Experienced ridership growth aboard the local fixed-route service that is exceeding pre-pandemic levels.
- Continued to experience ridership growth on the City's on-demand service, Go! Santa Clarita.
- Awarded a contract for the purchase of four zero-emission fuel cell electric buses. This brings the total of fuel cell buses on order to seven, all of which are scheduled for delivery in the third quarter this year.
- Completed the design of a hydrogen electrolyzer and fueling station at the City Transit Maintenance Facility. Construction is scheduled to begin this month and is scheduled to be completed before the end of the year.
- The City took delivery of its first zero emission electric Transit vehicle. The Ford E-Transit van is used to transport Go! Santa Clarita passengers throughout Santa Clarita.
- Partnered with Access Services to apply for federal funding to offset the cost of purchasing zero-emission paratransit vehicles.
- Took delivery of two CNG powered local buses.

This is just a snapshot of what the City and Santa Clarita Transit have accomplished over the past 12 months.

In the coming year, the City and Santa Clarita Transit will continue to evaluate local, state, and federal funding opportunities for transit services as it develops a strategy for implementing the recommendations included in the City Transit Development Plan. Additionally, the City will work closely with our transportation partners as we strive towards our goal of providing effective and efficient service that improves the quality of life for all residents within the Santa Clarita Valley.

Thank you,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Adrian Aguilar
Transit Manager



Item #2025-0403

Fiscal Year 2026 TDA Article 8 Fund Program

Finance, Budget & Audit Committee
June 18, 2025

2018

Transportation Development Act (TDA) Statutes and California Code of Regulations



Division of Rail and Mass Transportation
July 2018

Background

- TDA Article 8 state funds allocated to:
 - LA County jurisdictions outside Metro's service area
 - Avalon, Lancaster, Palmdale, Santa Clarita & LA County Unincorporated
 - Address "unmet transit needs reasonable to meet"
- Funds may be used for street & roads if no such need identified
- TDA requires Metro to:
 - Conduct a public hearing process
 - Collect comments in person, electronically or by mail
- Proposed findings & recommendations based on:
 - Public Hearing Process
 - Social Service Transportation Advisory Council (SSTAC)
 - Hearing Board



FY26 Proposed TDA Article 8 Allocations

FY26 TDA Article 8 Fund Allocations	
Jurisdiction Name	Amount
Avalon	\$ 156,044
Lancaster	8,131,009
Palmdale	7,821,276
Santa Clarita	10,853,278
LA County Unincorporated	6,406,706
Total	\$ 33,368,313

Recommendations

ADOPT:

- A. Findings and Recommendations (Attachment A) for allocating FY26 TDA Article 8 funds estimated (Attachment B) at \$33,368,313 as follows:
 - 1. City of Avalon, no unmet transit needs that are reasonable to meet – allocate \$156,044 for street & road or transit projects
 - 2. Cities of Lancaster and Palmdale, no unmet transit needs that are reasonable to meet – allocate \$8,131,009 to Lancaster and \$7,821,276 to Palmdale for street & road or transit projects
 - 3. City of Santa Clarita, no unmet transit needs that are reasonable to meet - allocate \$10,853,278 for street & road or transit projects
 - 4. Los Angeles County Unincorporated areas of North County, transit needs are met with other fund sources - allocate \$6,406,706 for street & road or transit projects
- B. A Resolution (Attachment C) making a determination of unmet public transportation needs in the areas of Los Angeles County outside the Metro service area.



Board Report

File #: 2025-0211, File Type: Program

Agenda Number: 10.

FINANCE, BUDGET AND AUDIT COMMITTEE JUNE 18, 2025

**SUBJECT: METROLINK FY2025-26 ANNUAL WORK PROGRAM AND PASSENGER RAIL
SUPPORTIVE ACTIONS**

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

- A. APPROVING programming the Los Angeles County Metropolitan Transportation Authority's ("Metro") share of the Southern California Regional Rail Authority's (SCRRA) Fiscal Year (FY) 2025-26 Operating, Rehabilitation, and Capital Budget in the amount of \$216,565,092 as described in Attachment A;
- B. EXTENDING the lapsing dates for funds previously allocated to SCRRA for State of Good Repair (SGR) and capital project Memoranda of Understanding (MOUs) as follows:
- Ticket Vending Machine (TVM) Replacement Project extended from June 30, 2025, to December 31, 2026
 - FY 2016-17 SGR Program extended from June 30, 2025, to December 31, 2026
 - FY 2017-18 SGR Program extended from June 30, 2025 to December 31, 2026
 - FY 2018-19 SGR Program extended from June 30, 2025 to June 30, 2027
 - FY 2019-20 SGR Program extended from June 30, 2025 to December 31, 2027
 - FY 2020-21 SGR Program extended from June 30, 2025 to June 30, 2027
 - Doran Street Grade Separation Project extended from March 31, 2025, to December 31, 2027
 - LINK US Task 2 Project extended from June 30, 2025, to December 31, 2026;
- C. APPROVING the FY 2025-26 Transfers to Other Operators' payment rate of \$1.10 per boarding to Metro and an EZ Pass reimbursement cap to Metro of \$5,592,000; and
- D. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements between Metro and SCRRA for the approved funding.

ISSUE

Metro is a member of the SCRRA Joint Powers Authority (JPA), operator of the "Metrolink" regional

commuter rail service. The JPA requires member agencies, on an annual basis, to approve their share of the SCRRA budget, comprising Metrolink Operations, SGR, and New Capital projects. SCRRA transmitted the FY 2025-26 budget to the JPA member agencies on April 30, 2025 (Attachment A). SCRRA is seeking member agency approval before adopting its FY 2025-26 budget on June 27, 2025. This report includes staff recommendations for funding Metro's contribution to the FY 2025-26 Metrolink budget.

BACKGROUND

SCRRA operates the Metrolink commuter rail service within Los Angeles (LA) County, the surrounding counties of Orange, Riverside, San Bernardino, and Ventura, and northern San Diego County. Metrolink service is complemented by the Los Angeles-San Diego-San Luis Obispo (LOSSAN) intercity rail corridor operated by Amtrak. Metrolink and LOSSAN service will connect directly into the future high-speed rail network being built by the California High-Speed Rail Authority. Metrolink will also connect with the future Brightline West system that will operate between Las Vegas and Rancho Cucamonga.

Metro, as the regional transportation planning agency for LA County, works with Metrolink and other passenger rail operators to plan and develop a more holistic, seamless, and multimodal approach to moving people throughout LA County and Southern California between local communities and regional destinations. The Metro Board annually allocates Metro's member agency subsidy to support Metrolink operations, which is 51.3% of Metrolink's total operations budget. SCRRA utilizes an established "all share" formula approved by all the member agencies based on train miles attributed to each respective member agency. Metro's share is based on 151 miles of Metro owned ROW. The Metro Board appoints four of the Metrolink Board's eleven voting members.

Metro's ability to deliver better mobility, air quality, and economic opportunity for LA County residents and reduce greenhouse gas (GHG) emissions and vehicle miles traveled (VMT) in the region depends in part on an effective working relationship with Metrolink, LOSSAN, and other transit operators in the region. To that end, the CEO created the Multimodal Integrated Planning (MIP) unit in the Countywide Planning and Development Department (CPD) to better align and coordinate planning for and with Metrolink, LOSSAN, and other passenger rail operators so that Metro can better serve local communities and improve LA County's regional transportation system and air quality.

DISCUSSION

PROGRAMMING FOR METRO'S SHARE OF SCRRA'S FY 2025-26 BUDGET

Metrolink is requesting that Metro provide \$216,565,092 in funding for Metro's JPA member agency share of SCRRA's FY 2025-26 Budget, consisting of \$141,356,992 for Metrolink Commuter Rail Operations and \$75,208,100 combined for SGR and New Capital projects.

Metrolink Commuter Rail Operations - \$141,356,992

SCRRA's total FY 2025-26 Budget request for Metrolink Commuter Rail Operations from all JPA Member Agencies is \$275,508,494. Metro's share of Metrolink Commuter Rail Operations is \$141,356,992 (51.3%). This total is a \$3,597,160 increase (2.6%) over FY 2024-25 funding levels. The FY 2025-26 budget increase is due to costs necessary to implement new FRA regulations and 2028 Olympic readiness.

As part of the FY 2025-26 budget, Metrolink has executed the consolidation of train operations, equipment, and facilities maintenance functions into one contract which will increase efficiency by having one vendor responsible for these functions which were previously delivered through separate contracts. In addition, Metrolink's new Optimized Service Schedule will be fully implemented; this schedule is designed to increase accessibility and convenience by attracting new riders, restore service eliminated during the COVID pandemic, and respond to the changing commuter patterns in the post-COVID environment by becoming an all-day and weekend regional rail operator instead of strictly a commuter rail (peak hour) service. This service optimization will allocate resources and crews more efficiently by operating more midday and off-peak service which is anticipated to result in higher ridership per service route. The member agencies continue to work collaboratively with SCRRA to ensure that appropriate and cost-effective service levels are implemented. In addition, for efficiency and cost-savings purposes, Metro contracts with SCRRA to maintain Metro-owned ROW that is beyond the 20-foot center of track up to Metro's property line; this Metro-only cost is now included in the SCRRA operations funding annual budget amount.

While Metro staff appreciate SCRRA's cost containment efforts by keeping the FY26 operating funding request to a minimal increase of 2.6%, Metro does have concerns that SCRRA's costs as well as the amount of member subsidy requested to support operations continues to increase. Member agency subsidies have increased to 78% since the COVID pandemic due to Metrolink's decreased revenues and fare box recovery because of decreased ridership. Pre-COVID, member agencies only contributed 49% of Metrolink operating costs. This trend is not sustainable as Metro's share of Metrolink's rapidly increasing operating requests exceeds Metro's annual sales tax revenues dedicated to Metrolink Operations (Proposition C 10% and Measure M 1%), which are further impacted by lower sales tax receipts than forecasted. Over the past five years, SCRRA's operating costs have increased \$103 million but have not resulted in a commensurate increase in ridership or fare revenues.

Metro staff recommends working with SCRRA and the other member agencies to identify cost savings opportunities and new external funding sources to supplement constrained sales tax revenues. The current member agency subsidy requirements are unsustainable, especially as service expands and capacity-enhancing projects are implemented across the system in support of realizing Metrolink's Southern California Optimized Rail Expansion (SCORE) program. Reduced office building occupancy rates as well as the continued trend of telecommuting suggest Metrolink ridership will continue to have difficulty reaching pre-COVID levels without adding significant costs associated with more service. Metro staff are in the process of developing a strategic plan that will include as part of its scope a review of Metrolink operations and capital needs and identify future cost savings, sustainable investments, service improvements, and new revenue streams for Metrolink operations and capital needs. To that end, Metro has encouraged Metrolink to develop a cohesive, necessary and thoughtful development of a Metrolink strategic plan to target non-returning riders,

identify new markets, and implement new fare media strategies and modified service to respond to the “new normal” of changing trip patterns. To begin this process, Metrolink is implementing a new fare structure in FY26 to bring more riders and revenue onto Metrolink’s system using existing service to increase ridership beyond simply adding more service.

The Student Adventure Pass (SAP) Metrolink operated in recent years has made a positive impact on increasing ridership by offering free fares for K-12, technical school, college, and university students in the Southern California region. However, due to the demand for SAP usage exceeding available grant funding received through the Low Carbon Transit Operations Program (LCTOP), Metrolink FY 2025-26 student fares will no longer be free and students will now have to pay 50% of the fare costs going forward to make the new Student Youth Discount program more sustainable in the long run. Prior to launching the SAP, Metrolink offered a 25% discount to students. Metro is supportive of the Student Youth Discount program but has requested that Metrolink adopt a regional approach to partner with the universities and colleges in its service area to develop a cost-sharing arrangement to offset potential future member agency contributions given the Student Youth Discount program’s rising costs and the potential for LCTOP funds not being available in future years for this program.

Ridership

Metrolink has recovered 70% of its pre-pandemic ridership, steadily making gains despite the impacts of work-from-home and lower office occupancy rates over the past five years (see Table 1). In April 2025 Metrolink ridership set a new post-pandemic record with over 715,000 boardings. This growth in ridership is the result of several trends, including student ridership growth (up 77% from the prior year), better on-time performance, improved optimized scheduling, and more trains in service. Metrolink seeks to build on these positive trends with service improvements to be implemented in FY26.

Table 1

Metrolink Pre-Pandemic Ridership and Post-Pandemic Recovery by Line

LINE	PRE-PANDEMIC MONTHLY RIDERSHIP	APRIL 2025 RIDERSHIP	% RECOVERY BY LINE
91/Perris Valley	76,247	75,835	99%
Antelope Valley	158,409	133,224	84%
IEOC	111,099	65,702	59%
Orange County	244,672	142,796	58%
Riverside	79,983	28,051	35%
San Bernardino	254,709	185,214	73%
Ventura	93,342	69,553	75%
Arrow	N/A	15,051	N/A

TOTALS	1,018,460	715,428	70%
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SGR and New Capital Projects - \$75,208,100

Through the annual budget process, SCRRA requests SGR and New Capital project funding which will maintain the Metrolink commuter rail system ensuring a healthy safety culture, creating better service reliability, and improving service along the ROW, of which Metro owns 151 miles. Metrolink's FY 2025-26 total SGR and New Capital budget request from all member agencies is \$153,080,000, consisting of \$137,502,000 for SGR and \$15,578,000 for New Capital Projects (see SGR and New Capital Project List in Attachment A). Metro's member agency share is \$75,208,100 (49.1% of the total \$153,080,000) for the FY 2025-26 Rehabilitation and Capital projects, consisting of the following:

- \$37,214,350 for 26 systemwide SGR projects, with costs to be shared by all member agencies, for projects such as rebuilding and rehabilitating locomotives, overhauling railcars, replacing the Central Maintenance Facility roof, rehabilitating bridges, culverts, tunnels and building facilities, replacing the LA Union Station backup generator, upgrading Metrolink's server, upgrading signal, conducting track rehabilitation, making positive train control enhancements, and replacing maintenance of way vehicles and equipment;
- \$30,594,200 for 12 line-specific projects within Los Angeles County on the San Bernardino and Antelope Valley Lines to rehabilitate signal system, conduct Tunnel 25 Geotechnical testing and design, upgrade customer information systems, rehabilitate five culverts and six bridge structures, upgrade control points, signals, crossings, rail, ballast and tie replacement, and implement grade crossing improvements;
- \$7,399,550 for nine New Capital Projects comprised of a mobile train dispatch operations center, construction of a positive train control training center, electric vehicle (EV) infrastructure for Metrolink yards and non-revenue vehicles, Union Station West Portal ticket office refurbishment, new budget system and portable wheel true and rotor change out equipment.

Metro staff have been working collaboratively with SCRRA and the other member agencies to review Metrolink's FY 2025-26 SGR and New Capital programs, which align with the member agencies' funding commitments. Staff continue to work with SCRRA to prioritize urgent SGR track, bridges, culverts, structures, and signal projects to maintain safety and service reliability.

Extend Lapsing Dates for Eight SGR and Capital Project MOUs

SCRRA rehabilitation/renovation and capital projects maintain Metrolink's system safety and safety culture, ensure state of good repair, and modernize the Metrolink system. SCRRA's project delivery schedule for rehabilitation/renovation projects spans over a five-year period.

This Recommendation will extend eight MOUs (five for SCRRA SGR projects and three for capital projects) that would otherwise lapse on or before June 30, 2025. Due to unforeseen material supplier

and project work delays, SCRRA is requesting time extensions. SCRRA has indicated their work is in progress, that many projects are close to completion, and that these eight projects will be completed and invoiced by the requested extension dates.

Transfers to Other Operators

Metro provides transfers of Metrolink passengers to other LA County operators via the EZ pass program (e.g. Big Blue Bus, OCTA, Dash, etc.) which is a seamless and convenient transfer process for riders utilizing the Metrolink service to make first/last mile connections within LA County. In exchange for the transfers, Metrolink reimburses Metro at the rate of \$1.10 per boarding. This recommendation is requesting that the maximum reimbursement amount Metrolink can bill Metro not exceed \$5,592,000. This amount is sufficient to fund the EZ pass program.

Granting CEO Authority

Upon the Board approving this item, a corresponding MOU will be required to be executed clarifying responsibilities and expectations of Metro and SCRRA entering into this funding agreement. This recommendation is requesting Board approval for the CEO to negotiate all necessary terms and execute the MOU funding agreement.

DETERMINATION OF SAFETY IMPACT

Approval of these recommendations will improve safety for Metrolink passengers and the local communities in which Metrolink operates. All Metrolink operations, SGR, and new capital projects will comply with the applicable Federal Railroad Administration, California Public Utilities Commission, and other regulatory standards. Through approval of this item Metro will be funding safety-related improvements on the Metrolink system to support safer travel of LA County residents and visitors.

FINANCIAL IMPACT

The funding for this action is included in the FY26 budget in Cost Center 0444, Non-Dept. - Subsidies to Metrolink, under projects 410064 - Commuter Rail OS, and 460064 - Metrolink Transit Capital. The state of good repair and capital costs programmed for in this action will require multi-year funding beyond the FY26 budgeted amounts. The Cost Center Manager will be responsible for annual budget funding allocations for future fiscal years. The Extending Lapsing Dates, Transfers to Other Operators and Granting CEO Authority recommendations have no financial impact.

Impact to Budget

The source of funding for this action will come from Proposition C 10%, Measure M 1% and Measure R 3% that are dedicated funding for Metrolink operations, maintenance, state of good repair and capital projects.

EQUITY PLATFORM

The recommendations support SCRRA's Metrolink commuter rail operations, providing residents,

workers, students, and families with a regional public transportation option to access jobs, resources, and services across the Greater Los Angeles region. Metrolink enables residents who may not be able to afford to live in high-cost areas to access quality jobs and services in those areas while living in more affordable neighborhoods. These neighborhoods include Equity Focused Communities in Palmdale/Lancaster, the East San Fernando Valley, El Monte, Pomona, and Gateway Cities. Metro funds its share of Metrolink's overall operations as a member agency. Metrolink establishes its equity-based programs separate from Metro.

VEHICLE MILES TRAVELED OUTCOME

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

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This item supports Metro's systemwide strategy to reduce VMT through investment in Metrolink operations and equipment purchase of Tier 4 low emission locomotives that will improve and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendations support the Metro Vision 2028 Strategic Plan goals 1, 4 and 5 as follows:

- Goal 1.2: Invest in a world-class transit system that is reliable, convenient, and attractive to more users for more trips;
- Goal 4.1 Work with partners to build trust and make decisions that support the goals of the Vision 2028 Plan;
- Goal 5.2 Exercise good public policy judgment and sound fiscal stewardship.

ALTERNATIVES CONSIDERED

The Metro Board could authorize a different budget amount than what SCRRA has transmitted for FY 2025-26. However, staff do not recommend a different budget amount since Metro has worked closely with SCRRA and the member agencies to create a balanced FY 2025-26 budget request that supports Metrolink's post-COVID service plans and ensures sufficient SGR to meet safety, service,

and reliability needs.

Metrolink has suggested that Metro provide 5307, 5337, and SB 125 funds to cover the funding gap. While other member agencies with smaller transit systems may take this approach, Metro proactively crafted its sales tax measures to include dedicated Metrolink funding carveouts (Proposition C 10%, Measure M 1% and Measure R 3%). However, while these carveouts were more than sufficient to cover Metrolink's budget ask in years past, Metrolink's funding request now exceeds the amounts generated by the dedicated carveouts while preserving 5307, 5337 and SB 125 funds for Metro operations and other uses as determined by the Metro Board. Any diversion of these funds for Metrolink use would reduce funding available for Metro operations.

NEXT STEPS

The SCRRA Board is scheduled to adopt their FY 2025-26 budget on June 27, 2025. Upon SCRRA's Board adopting their budget, Metro will execute the corresponding funding agreement. Metro staff will monitor the implementation of SCRRA's budget and report back to the Board with any issues requiring action. Metro is firmly supportive and committed to being a strategic partner with SCRRA.

ATTACHMENT

Attachment A - SCRRA FY 26 Budget Transmittal

Prepared by: Yvette Ford, Senior Manager, Passenger Rail Planning,
(213) 418-3176
Michael Cano, Senior Executive Officer (interim), Countywide Planning and
Development, (213) 418-3010
Nicole Ferrara, Deputy Chief Planning Officer, (213) 547-4322

Reviewed by: Ray Sosa, Chief Planning Officer, (213) 547-4274



Stephanie Wiggins
Chief Executive Officer

ATTACHMENT A

METROLINK

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
900 Wilshire Blvd. Suite 1500 Los Angeles, CA 91767

metrolinktrains.com

April 30, 2025

TO: Martin Erickson, *Executive Director, VCTC*
Darrell Johnson, *Chief Executive Officer, OCTA*
Aaron Hake, *Executive Director, RCTC*
Stephanie N. Wiggins, *Chief Executive Officer, LA METRO*
Dr. Raymond Wolfe, *Executive Director, SBCTA*

FROM: Darren M. Kettle, *Chief Executive Officer, SCRRA* 

SUBJECT: SCRRA Request for Adoption of the Authority's FY 2025-26
(FY26) Budget

On April 25, 2025, the SCRRA Board approved the transmission of the Proposed FY26 Budget for your consideration and adoption.

The FY26 Budget operating revenue is projected to be \$76.9M while the operating expenses are projected to be \$352.4M. The total operating support requested from Member Agencies is \$275.5M. The FY26 Capital Program includes \$137.5M for State of Good Repair (SGR), and \$15.6M for New Capital.

We continue to focus on achieving a sustainable operating budget into the future given our financial challenges as we navigate through reimagining Metrolink.

Our strategic vision for meeting these challenges includes such initiatives as:

- The Optimized Service schedule which increases accessibility and convenience.
- Reduced Fares for all Students attracting our next generation of riders.
- Continue intense pursuit of non-riders and broadening from Commuters to Leisure riders.
- Fare structure study implementation.
- Promoting awareness of Metrolink throughout the region.

On the side of efficiency

- Execution of the consolidation of Train Operators, Equipment and Facilities Maintenance agreement with Alstom.

Staff will continue monitoring and reporting Ridership, Farebox Revenues and Expenses.

The Proposed FY26 Budget documentation, which was presented at the Board of Directors Meeting on April 25, 2025, is attached for your review. It includes:

- Board Item # 6B Approved at the Board of Director's Meeting on April 25, 2025
- Board item # 6B attachments, which includes:

- Attachment A – Operating Budget
- Attachment B - Historical Budget
- Attachment C - Budget by Member Agency
- Attachment D - Budget by Line
- Attachment E - Support by Member Agency
- Attachment F - FY26 Proposed SGR Projects by Member Agency, Line, and Project Detail List
- Attachment G - FY26 Proposed New Capital by Member Agency, Line, and Project Detail List
- Attachment H - FY26 SGR Carryover Projects
- Attachment I - FY26 New Capital Carryover Projects
- Attachment J - FY26 Proposed Capital Program Cashflow
- Attachment K
 - K-1 - FY27 Forecast
 - K-2 - FY28 Forecast
 - K-3 - FY29 Forecast
 - K-4 - FY30 Forecast
- Attachment L - FY26 Annual Contract Authority Renewal

Next Steps

April - June 2025	Staff present at Member Agencies' Committees and/or Board meetings as requested
June 27, 2025	Proposed FY26 Budget to SCRRA Board for Adoption

Thank you for your ongoing support and active participation in the development of the FY26 Proposed Metrolink Budget. If you have any comments or concerns, please do not hesitate to contact me directly at (213) 452-0405. You may also contact Tom Schamber, Interim Chief Financial Officer at 213-452-0348.

FY26 Proposed Operating Budget

(\$000s)	FY25 Adopted Budget	FY26 Proposed Budget	Variance FY26 Proposed vs FY25 Adopted	
			\$ Variance	% Variance
Operating Revenue				
Farebox Revenue	45,348	51,717	6,369	14.05%
Fare Reduction Subsidy	427	408	(19)	-4.36%
LCTOP Grant	-	3,574	3,574	n/a
Other Train Subsidies	2,565	2,565	-	0.00%
Subtotal-Pro Forma FareBox	48,341	58,265	9,924	20.53%
Dispatching	2,207	2,257	50	2.25%
Other Revenues	4,353	2,873	(1,481)	-34.01%
MOW Revenues	13,127	13,520	394	3.00%
Total Operating Revenue	68,028	76,915	8,887	13.06%
Operating Expenses				
<u>Operations & Services</u>				
Train Operators	47,776	54,293	6,517	13.64%
Train Dispatch	5,919	6,033	114	1.93%
Equipment Maintenance	31,724	32,440	717	2.26%
Materials	12,350	15,160	2,810	22.75%
Fuel	33,293	31,831	(1,462)	-4.39%
Non-Scheduled Rolling Stock Repairs	150	125	(25)	-16.67%
Operating Facilities Maintenance	2,486	5,150	2,664	107.16%
Other Operating Train Services	973	1,115	142	14.58%
Security - LA Sheriffs	12,785	13,785	1,000	7.82%
Security - SB Sheriffs	-	3,290	3,290	n/a
Security - Guards	5,340	5,682	342	6.41%
Supplemental Security	251	251	-	0.00%
Public Safety Program	53	67	14	25.49%
Passenger Relations	1,975	1,978	4	0.19%
TVM Maintenance/Revenue Collection	4,929	6,035	1,107	22.45%
Marketing	3,003	3,651	648	21.57%
Media & External Communications	304	289	(14)	-4.76%
Utilities/Leases	2,704	2,843	139	5.15%
Transfers to Other Operators	2,615	2,892	277	10.60%
Amtrak Transfers	671	688	17	2.55%
Station Maintenance	6,266	6,980	714	11.40%
Rail Agreements	6,922	7,331	409	5.91%
Special Trains	500	-	(500)	-100.00%
Subtotal Operations & Services	182,987	201,910	18,924	10.34%
<u>Maintenance-of-Way</u>				
MoW - Line Segments	44,890	52,672	7,782	17.34%
MoW Labor & Benefits	4,741	4,804	63	1.33%
Overhead MoW Expenses	4,347	4,634	287	6.61%
MoW - Extraordinary Maintenance	640	829	188	29.43%
Subtotal Maintenance-of-Way	54,618	62,939	8,320	15.23%
<u>Administration & Services</u>				
Ops Salaries & Benefits	17,764	19,553	1,789	10.07%
Ops Non-Labor Expenses	11,613	11,713	99	0.86%
Indirect Administrative Expenses	24,283	26,741	2,459	10.13%
Ops Professional Services	2,654	2,175	(479)	-18.06%
Subtotal Admin & Services	56,314	60,182	3,868	6.87%
Contingency	50	50	-	0.00%
Total Operating Expenses	293,969	325,081	31,112	10.58%
<u>Insurance and Legal</u>				
Liability/Property/Auto	19,201	18,804	(397)	-2.07%
Net Claims / SI	1,841	1,841	-	0.00%
Claims Administration	2,196	2,206	11	0.48%
Subtotal Insurance and Legal	23,237	22,851	(386)	-1.66%
Total Expense	317,206	347,932	30,725	9.69%
Loss	(249,179)	(271,017)	(21,838)	8.76%
Mobilization	10,338	-	(10,338)	-100.00%
Student Adventure Pass	3,211	-	(3,211)	-100.00%
2028 Olympics Readiness	-	1,100	1,100	n/a
CFR 245-246	-	500	500	n/a
Outside 20'	1,300	2,891	1,591	122.42%
Total Expense	332,056	352,423	20,367	6.13%
Loss / Member Support Required	(264,028)	(275,508)	(11,480)	4.35%

Numbers may not foot due to rounding

Historical Actual and Budgeted Operating Statements

(\$000s)	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Actual	FY 24-25 Adopted Budget	FY 25-26 Proposed Budget	Variance FY26 Proposed vs FY25 Adopted	
						\$ Variance	% Variance
Operating Revenue							
Farebox Revenue	25,128	31,114	32,175	45,348	51,717	6,369	14.05%
Fare Reduction Subsidy	689	571	188	427	408	(19)	-4.36%
LCTOP Grant	-	-	-	-	3,574	3,574	n/a
AV Line Discount	(15)	-	-	-	-	-	n/a
Mobility 4 All Subsidy	-	389	758	-	-	-	n/a
Student Adventure Pass	-	-	7,475	-	-	-	n/a
Other Train Subsidies	2,365	2,443	2,534	2,565	2,565	-	0.00%
Special Trains	121	29	36	-	-	-	n/a
Subtotal-Pro Forma FareBox	28,288	34,546	43,166	48,341	58,265	9,924	20.53%
Dispatching	2,155	2,245	2,677	2,207	2,257	50	2.25%
Other Revenues	459	1,094	5,193	4,353	2,873	(1,481)	-34.01%
MOW Revenues	11,506	13,402	13,528	13,127	13,520	394	3.00%
Total Operating Revenue	42,407	51,287	64,563	68,028	76,915	8,887	13.06%
Operating Expenses							
<u>Operations & Services</u>							
Train Operators	36,314	36,075	40,146	47,776	54,293	6,517	13.64%
Train Dispatch	5,275	5,260	6,131	5,919	6,033	114	1.93%
Equipment Maintenance	27,941	28,750	30,089	31,724	32,440	717	2.26%
Materials	11,189	13,594	14,306	12,350	15,160	2,810	22.75%
Fuel	21,245	31,881	29,397	33,293	31,831	(1,462)	-4.39%
Non-Scheduled Rolling Stock Repairs	43	93	125	150	125	(25)	-16.67%
Operating Facilities Maintenance	1,804	2,244	2,241	2,486	5,150	2,664	107.16%
Other Operating Train Services	520	532	904	973	1,115	142	14.58%
Security - LA Sheriffs	9,920	10,316	11,530	12,785	13,785	1,000	7.82%
Security - SB Sheriffs	-	-	-	-	3,290	3,290	n/a
Security - Guards	4,053	4,624	5,493	5,340	5,682	342	6.41%
Supplemental Security	-	-	413	251	251	-	0.00%
Public Safety Program	14	7	25	53	67	14	25.49%
Passenger Relations	1,622	1,636	1,686	1,975	1,978	4	0.19%
TVM Maintenance/Revenue Collection	3,675	4,752	4,473	4,929	6,035	1,107	22.45%
Marketing	2,646	2,622	2,887	3,003	3,651	648	21.57%
Media & External Communications	101	232	164	304	289	(14)	-4.76%
Utilities/Leases	2,913	2,538	2,370	2,704	2,843	139	5.15%
Transfers to Other Operators	1,975	2,130	2,664	2,615	2,892	277	10.60%
Amtrak Transfers	238	322	577	671	688	17	2.55%
Station Maintenance	1,984	2,081	4,591	6,266	6,980	714	11.40%
Rail Agreements	3,193	5,313	6,280	6,922	7,331	409	5.91%
Special Trains	74	-	169	500	-	(500)	-100.00%
Subtotal Operations & Services	136,741	155,000	166,664	182,987	201,910	18,924	10.34%
<u>Maintenance-of-Way</u>							
MoW - Line Segments	42,850	41,219	44,593	44,890	52,672	7,782	17.34%
MoW Labor & Benefits	3,920	3,975	4,410	4,741	4,804	63	1.33%
Overhead MoW Expenses	2,970	3,198	3,366	4,347	4,634	287	6.61%
MoW - Extraordinary Maintenance	242	873	695	640	829	188	29.43%
Subtotal Maintenance-of-Way	49,982	49,264	53,063	54,618	62,939	8,320	15.23%
<u>Administration & Services</u>							
Ops Salaries & Benefits	15,107	15,144	16,922	17,764	19,553	1,789	10.07%
Ops Non-Labor Expenses	7,594	8,616	9,023	11,613	11,713	99	0.86%
Indirect Administrative Expenses	17,645	17,614	18,259	24,283	26,741	2,459	10.13%
Ops Professional Services	2,276	1,786	1,573	2,654	2,175	(479)	-18.06%
Subtotal Admin & Services	42,622	43,161	45,776	56,314	60,182	3,868	6.87%
Contingency	-	40	-	50	50	-	0.00%
Total Operating Expenses	229,344	247,465	265,503	293,969	325,081	31,112	10.58%
Insurance and Legal							
Liability/Property/Auto	12,857	13,406	15,598	19,201	18,804	(397)	-2.07%
Net Claims / SI	(684)	382	1,065	1,841	1,841	-	0.00%
Claims Administration	1,708	1,935	1,949	2,196	2,206	11	0.48%
Total Net Insurance and Legal	13,880	15,723	18,612	23,237	22,851	(386)	-1.66%

(\$000s)	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Actual	FY 24-25 Adopted Budget	FY 25-26 Proposed Budget	Variance FY26 Proposed vs FY25 Adopted	
						\$ Variance	% Variance
Mobilization	-	-	-	10,338	-	(10,338)	-100.0%
Student Adventure Pass	-	-	-	3,211	-	(3,211)	-100.0%
2028 Olympics Readiness	-	-	-	-	1,100	1,100	n/a
CFR 245-246	-	-	-	-	500	500	n/a
Outside 20'	-	-	-	1,300	2,891	1,591	122.4%
Total Expense before Non-Recurring	243,224	263,188	284,115	332,056	352,423	20,367	6.1%
Loss before Non-Recurring	(200,817)	(211,901)	(219,552)	(264,028)	(275,508)	(11,480)	4.3%
Net Effect of Unbudgeted Special Trains	-	-	108	-	-	-	n/a
Member Support before Non-Recurring	198,209	229,801	252,342	264,028	275,508	11,480	4.3%
Surplus / (Deficit) before Non-Recurring	(2,608)	17,900	32,899	-	-	-	n/a
Prior year Carryforward / (Deficit)	196	(2,921)	-	-	-	-	n/a
Net Surplus / (Deficit) before Non-Recurring	(2,412)	14,979	32,899	-	-	-	n/a
Non-Recurring Settlement Expense 3	-	-	3,000	-	-	-	n/a
Total Expenses including Non-Recurring	243,224	263,188	287,347	332,056	352,423	20,367	6.1%
Net Loss including Non-Recurring	(200,817)	(211,901)	(222,443)	(264,028)	(275,508)	(11,480)	4.3%
All Member Support	198,405	226,880	252,342	264,028	275,508	11,480	4.3%
Net Surplus / (Deficit)	(2,412)	14,979	29,899	-	-	-	n/a
*San Clemente Track Work							
Member Support	5,000	5,896	1,557	1,666	-	-	n/a
Total Expense	3,604	4,339	60	-	-	-	n/a
Surplus / (Deficit)	1,396	1,557	1,497	-	-	-	n/a
Surplus transferred to next year	1,396	1,557	1,497	-	-	-	n/a
Net Surplus / (Deficit)	-	-	-	-	-	-	n/a
San Clemente #2							
Member Support	-	6,000	4,887	2,913	-	-	n/a
Total Expense	-	1,113	1,966	-	-	-	n/a
Surplus / (Deficit)	-	4,887	2,922	-	-	-	n/a
Surplus transferred to next year	-	4,887	2,922	-	-	-	n/a
Net Surplus / (Deficit)	-	-	-	-	-	-	n/a
San Clemente #3							
Member Support	-	-	8,900	4,003	-	-	n/a
Total Expense	-	-	5,286	-	-	-	n/a
Surplus / (Deficit)	-	-	3,614	-	-	-	n/a
Surplus transferred to next year	-	-	3,614	-	-	-	n/a
Net Surplus / (Deficit)	-	-	-	-	-	-	n/a

Numbers may not foot due to rounding.

*Note: FY26 budgeted amounts for San Clemente will be available subsequent to FY25 year-end

FY26 Proposed Operating Budget by Member Agency

(000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenue						
Farebox Revenue	27,722	11,983	4,371	6,039	1,603	51,717
Fare Reduction Subsidy	244	-	-	164	-	408
LCTOP Grant	1,916	828	302	417	111	3,574
Other Train Subsidies	2,565	-	-	-	-	2,565
Subtotal-Pro Forma FareBox	32,447	12,811	4,673	6,620	1,714	58,265
Dispatching	1,135	713	19	135	254	2,257
Other Revenues	1,489	551	332	325	176	2,873
MOW Revenues	7,359	3,103	889	1,684	486	13,520
Total Operating Revenue	42,431	17,178	5,913	8,764	2,629	76,915
Operating Expenses						
<u>Operations & Services</u>						
Train Operators	29,009	11,901	5,788	5,505	2,090	54,293
Train Dispatch	3,567	1,071	471	591	333	6,033
Equipment Maintenance	16,713	6,504	3,620	3,906	1,697	32,440
Materials	7,811	3,040	1,692	1,825	793	15,160
Fuel	17,007	6,977	3,393	3,228	1,225	31,831
Non-Scheduled Rolling Stock Repairs	67	25	13	15	5	125
Operating Facilities Maintenance	2,763	1,044	517	605	221	5,150
Other Operating Train Services	558	219	136	124	79	1,115
Security - LA Sheriffs	7,395	2,795	1,384	1,620	590	13,785
Security - SB Sheriffs	-	-	-	3,290	-	3,290
Security - Guards	2,507	911	1,184	555	526	5,682
Supplemental Security	135	58	21	30	8	251
Public Safety Program	32	12	10	7	7	67
Passenger Relations	1,017	441	179	272	69	1,978
TVM Maintenance/Revenue Collection	2,637	1,296	984	760	358	6,035
Marketing	1,881	816	327	503	124	3,651
Media & External Communications	137	50	43	30	29	289
Utilities/Leases	1,349	490	423	299	283	2,843
Transfers to Other Operators	1,705	556	185	351	95	2,892
Amtrak Transfers	290	304	-	-	95	688
Station Maintenance	4,459	985	440	787	310	6,980
Rail Agreements	2,112	2,012	1,817	439	950	7,331
Special Trains	-	-	-	-	-	-
Subtotal Operations & Services	103,149	41,506	22,626	24,742	9,887	201,910
<u>Maintenance-of-Way</u>						
MoW - Line Segments	29,775	10,123	3,359	6,634	2,781	52,672
MoW Labor & Benefits	2,707	867	365	577	289	4,804
Overhead MoW Expenses	2,706	823	336	510	258	4,634
MoW - Extraordinary Maintenance	485	119	79	88	57	829
Subtotal Maintenance-of-Way	35,673	11,932	4,139	7,809	3,385	62,939
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	9,276	3,369	2,910	2,053	1,946	19,553
Ops Non-Labor Expenses	6,025	2,440	1,387	1,209	652	11,713
Indirect Administrative Expenses	12,686	4,608	3,979	2,808	2,661	26,741
Ops Professional Services	1,032	375	324	228	216	2,175
Subtotal Admin & Services	29,019	10,791	8,600	6,298	5,474	60,182
<u>Contingency</u>	24	9	7	5	5	50
Total Operating Expenses	167,865	64,238	35,373	38,854	18,751	325,081
<u>Insurance and Legal</u>						
Liability/Property/Auto	10,087	3,813	1,888	2,210	805	18,804
Net Claims / SI	987	373	185	216	79	1,841
Claims Administration	1,183	447	222	259	94	2,206
Subtotal Insurance and Legal	12,258	4,634	2,295	2,686	978	22,851
Total Expense	180,123	68,871	37,667	41,540	19,729	347,932
Loss	(137,692)	(51,694)	(31,755)	(32,776)	(17,100)	(271,017)
2028 Olympics Readiness	522	190	164	116	109	1,100
CFR 245-246	251	89	61	56	43	500
Outside 20'	2,891	-	-	-	-	2,891
Total Expense	183,788	69,150	37,892	41,711	19,882	352,423
Loss/Member Support Required	(141,357)	(51,973)	(31,980)	(32,947)	(17,252)	(275,508)

FY26 Proposed Operating Budget by Line

(000's)	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91/PVL	TOTAL
Operating Revenue								
Farebox Revenue	14,452	4,263	9,482	2,880	11,822	4,392	4,427	51,717
Fare Reduction Subsidy	408	-	-	-	-	-	-	408
LCTOP Grant	999	295	655	199	817	303	306	3,574
Other Train Subsidies	847	154	872	308	180	-	205	2,565
Subtotal-Pro Forma FareBox	16,705	4,712	11,009	3,386	12,819	4,695	4,938	58,265
Dispatching	251	530	372	6	1,028	26	44	2,257
Other Revenues	631	382	593	231	390	327	318	2,873
MOW Revenues	3,965	1,513	3,412	263	2,025	1,398	945	13,520
Total Operating Revenue	21,552	7,137	15,387	3,886	16,261	6,447	6,245	76,915
Operating Expenses								
<u>Operations & Services</u>								
Train Operators	12,653	5,526	11,431	2,895	9,671	6,197	5,920	54,293
Train Dispatch	1,765	923	1,593	125	601	519	507	6,033
Equipment Maintenance	7,419	3,951	6,774	2,307	4,860	3,731	3,400	32,440
Materials	3,467	1,847	3,165	1,078	2,271	1,743	1,589	15,160
Fuel	7,418	3,240	6,702	1,697	5,670	3,633	3,471	31,831
Non-Scheduled Rolling Stock Repairs	30	13	27	8	20	14	12	125
Operating Facilities Maintenance	1,234	555	1,125	336	816	573	512	5,150
Other Operating Train Services	225	146	203	123	169	119	131	1,115
Security - LA Sheriffs	3,302	1,485	3,011	899	2,185	1,533	1,371	13,785
Security - SB Sheriffs	2,779	-	-	282	-	216	13	3,290
Security - Guards	771	878	954	792	503	646	1,138	5,682
Supplemental Security	70	21	46	14	57	21	21	251
Public Safety Program	10	11	12	10	6	8	9	67
Passenger Relations	581	173	351	100	383	211	180	1,978
TVM Maintenance/Revenue Collection	1,125	835	1,058	574	790	902	752	6,035
Marketing	1,077	315	648	182	711	388	330	3,651
Media & External Communications	42	48	52	43	28	35	41	289
Utilities/Leases	415	473	514	426	270	348	398	2,843
Transfers to Other Operators	882	253	646	136	652	70	253	2,892
Amtrak Transfers	-	250	-	-	438	-	-	688
Station Maintenance	2,103	984	1,596	415	1,217	11	654	6,980
Rail Agreements	-	950	-	2,205	1,213	1,259	1,704	7,331
Special Trains	-	-	-	-	-	-	-	-
Subtotal Operations & Services	47,367	22,877	39,906	14,646	32,530	22,177	22,406	201,910
<u>Maintenance-of-Way</u>								
MoW - Line Segments	15,717	7,777	12,653	1,207	7,302	4,767	3,248	52,672
MoW Labor & Benefits	1,393	796	1,097	60	646	495	317	4,804
Overhead MoW Expenses	1,282	710	1,222	71	630	445	273	4,634
MoW - Extraordinary Maintenance	182	125	132	115	140	111	24	829
Subtotal Maintenance-of-Way	18,574	9,408	15,104	1,453	8,718	5,818	3,863	62,939
<u>Administration & Services</u>								
Ops Salaries & Fringe Benefits	2,853	3,250	3,531	2,929	1,860	2,391	2,739	19,553
Ops Non-Labor Expenses	2,459	1,402	2,326	944	1,833	1,386	1,362	11,713
Indirect Administrative Expenses	3,902	4,444	4,829	4,006	2,543	3,270	3,746	26,741
Ops Professional Services	317	361	393	326	207	266	305	2,175
Subtotal Admin & Services	9,531	9,457	11,079	8,205	6,443	7,314	8,153	60,182
<u>Contingency</u>	7	8	9	7	5	6	7	50
Total Operating Expenses	75,480	41,751	66,098	24,311	47,696	35,315	34,429	325,081
<u>Insurance and Legal</u>								
Liability/Property/Auto	4,504	2,025	4,107	1,226	2,980	2,092	1,870	18,804
Net Claims / SI	441	198	402	120	292	205	183	1,841
Claims Administration	528	238	482	144	350	245	219	2,206
Subtotal Insurance and Legal	5,473	2,461	4,991	1,490	3,621	2,542	2,273	22,851
Total Expense	80,953	44,212	71,089	25,801	51,318	37,857	36,701	347,932
Loss	(59,401)	(37,076)	(55,702)	(21,915)	(35,056)	(31,411)	(30,456)	(271,017)
2028 Olympics Readiness	160	183	199	165	105	135	154	1,100
CFR 245-246	96	80	100	55	54	56	58	500
Outside 20'	482	843	482	301	301	181	301	2,891
Total Expense	81,692	45,319	71,869	26,322	51,778	38,229	37,214	352,423
Loss/Member Support Required	(60,140)	(38,182)	(56,482)	(22,436)	(35,517)	(31,782)	(30,969)	(275,508)

History of actual and budgeted Operating Support with variances of FY26 vs FY25

Support by Member Agency

	Total Support	METRO Share	OCTA Share	RCTC Share	SBCTA Share	VCTC Share
FY25 Adopted Budget	\$264,028,362	\$137,759,830	\$50,331,477	\$30,289,196	\$29,569,677	\$16,078,182
FY26 Proposed Budget	\$275,508,494	\$141,356,991	\$51,972,543	\$31,979,697	\$32,947,082	\$17,252,181

Year-Over-Year Change	Total Support	METRO Share	OCTA Share	RCTC Share	SBCTA Share	VCTC Share
FY26 vs FY25						
\$ increase	\$11,480,132	\$3,597,160	\$1,641,066	\$1,690,501	\$3,377,405	\$1,173,999
% increase	4.3%	2.6%	3.3%	5.6%	11.4%	7.3%

Whole numbers are provided as requested by Member Agencies for their board approval and budget adoption.

								FUNDINGS					
PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
2858	Rehab	Ventura County Line	Ventura - LA County	Communications	VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION (LA)	<p>Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog:</p> <ul style="list-style-type: none">- Positive Train Control (PTC) systems- Centralized train control systems- Communication Back-haul systems- Customer Information Systems- Video Surveillance and Security Systems- Voice Communication Systems- System Power Components- Shelter Environmental Subsystems <p>Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.</p>	\$456,000	\$456,000	\$0	\$0	\$0	\$0	\$0
3045	Rehab	ALL	All	Facilities	METROLINK CAM EXPENSES FOR FISCAL 2026	Perform rehab work at LA Union Station to address drainage issues, upgrade lighting to LED, landscape refurbishment, upgrade safety and security elements at the stations, and modernize plumbing. This is year 3 of the agreed \$5,000,000 over 3 years. Future years to be negotiated.	\$1,700,000	\$807,500	\$336,600	\$188,700	\$244,800	\$122,400	\$0
3065	Rehab	ALL	All	Train Control	PTC TRACK DATABASE AND TECHNICAL SERVICES REHAB	<ul style="list-style-type: none">• Corgi is the PTC database manager, it’s the interface used for geospatial data management of the track database. It has been in place since the PTC Integrator Vendor (I/V) project in 2012 and migration of PTC into revenue service on Metrolink property in 2015. The scope of work will include Phase 2 of rewriting/reprogramming Corgi so it it compliant with the latest cyber security protocols and SCRRA IDTS policies, including a major update so it can support an updated Interoperable Train Control (ITC) industry data model. This will require the Corgi Vendor to make the updates and perform DEV and Postproduction testing with SCRRA PTC staff. Additionally, as required with this overhaul any supporting tools (i.e. Wabtrax/Webtrax, ArcGIS, ESRI) or operating system updates will be completed.• PTC utilizes IBM Engineering Workflow Management (aka Jazz) to comply with CFR Title 49 part 236 supporting Configuration, Change, Discrepancy, Risk, Requirements, Records and Reporting management. This application has been in place since 2016. This program now calls for a major software upgrade but there are security and database rehab dependencies that will need to be completed as part of this project. <p>Scope of work:</p> <ul style="list-style-type: none">- Migration of Database System from MSSQL to latest Oracle Enterprise Edition per SCRRA security and IDTS policies-Upgrade any operating systems and security tools-Update any scripting or configurations pre-deployment and post deployment-Testing-Upgrade IBM Engineering Workflow Management and its related program artifacts to the latest version & Validation <p>This may require hardware updates upon assessment once project</p>	\$986,000	\$468,350	\$195,228	\$109,446	\$141,984	\$70,992	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3085	Rehab	ALL	All	Business Systems	EAM Software Optimization and future enhancements	Metrolink is focusing on improving its Transit Asset Management (TAM) best practices by leveraging the Trapeze EAM System and managing a single system of truth. As the utilization of the EAM system increases and the software evolves with each new version, staff anticipates system enhancements to continue, and business workflows to be further refined. One system improvement that is planned includes the delivery of the State of Good Repair (SGR) and Capital Planning module. This SGR module will make it easier for staff to monitor the progress towards the agency’s SGR goals and to report reliability of assets and expand its ability to make improved capital investment decisions. This along with other planned system and process improvements are expected to add value and allow improved decision-making by the asset managers. These additional system improvements will require a commensurate level of asset management technical support, targeted training, and system implementation efforts. These resources will work in collaboration with each business unit to ensure asset strategies and objectives are being achieved. This includes leveraging data from the EAM System, which considers benefits and risks associated with each asset, rigorous assessment of asset conditions to guide lifecycle management, implementation of new asset management procedures, combining agency engineering and operational functional requirements. In addition, the agency is developing a new EAM Learning & Development Program and will require dedicated contracted support to deliver and execute the proposed framework. Which includes a comprehensive, centralized and effective training program that will meet the agency’s training goals and objectives. Contracted support includes technical instructional designer and coordinators to support the Learning Management System implementation and to work collaboratively with our 3rd party vendors to ensure all training needs are met and the agency complies with all applicable federal rail administration regulations.	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0
3105	Rehab	ALL	All	Rolling Stock	Bombardier Railcar Rebuild (EP199-19)	<p>BUDGET REDUCED BY 50% FROM \$22M to \$11MM - SCOPE STILL TO BE REDUCED BY 50%</p> <ul style="list-style-type: none"> Continue to rebuild on remaining 33 Bombardier cars as next option orders Extend lifecycle by 15 years Upgrade Bombardier railcar onboard system for safety and convenience. <p>ORIGINAL SCOPE ABOVE – SCOPE STILL NEEDS TO BE REDUCED.</p>	\$11,026,000	\$5,237,350	\$2,183,148	\$1,223,886	\$1,587,744	\$793,872	\$0
3146	Rehab	ALL	All	Information Technology	Rehab of End-User Equipment, Printers, and Conference Rooms	This project aims to rehabilitate and upgrade a range of end-user equipment - including laptops, desktops, monitors, docking stations, tablets, Ricoh and HP printers, and conference room technology such as video and audio equipment - to enhance operational efficiency by reducing downtime caused by outdated or malfunctioning technology, ensure reliable performance through regular maintenance and upgrades to minimize the risk of technical issues, improve user experience by providing modern equipment that effectively meets their needs, support organizational growth by establishing a foundation for future technological innovations, and strengthen cybersecurity.	\$486,000	\$230,850	\$96,228	\$53,946	\$69,984	\$34,992	\$0
3165	Rehab	ALL	All	Track	FY26 Systemwide Track Measurement Systems	Condition assessments, and measurement systems for Track, Track components, and also Systemwide Asset Management, MRP Updates, and SGR Planning and reporting.	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3166	Rehab	Ventura County Line	Ventura - VC County	Track	SoGR_FY26_VENTURA (VC)_TRACK	BUDGET DECREASED BY 70%; SCOPE STILL TO BE DECREASED ACCORDINGLY. Ventura Sub (VC) Track Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail - Ties - Crossings Specific Work will include: 3,000 Ties; 1 Road Crossing BUDGET DECREASED from \$2,606K to \$781K; SCOPE STILL TO BE DECREASED ACCORDINGLY.	\$781,000	\$0	\$0	\$0	\$0	\$781,000	\$0
3167	Rehab	Ventura County Line	Ventura - VC County	Structures	SoGR_FY26_VENTURA (VC)_STRUCTURES_DESIGN	Ventura (VC) Sub Structures Design addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges -Culverts -Tunnels Specific work will include: Update Bridge Load Ratings for Bridges on Ventura Sub in Ventura County Design and Environmental Clearance for 5 culverts in Ventura County Budget reduced by 25%; need to adjust descope.	\$773,000	\$0	\$0	\$0	\$0	\$773,000	\$0
3168	Rehab	Ventura County Line	Ventura - VC County	Train Control	SoGR_FY26_VENTURA (VC)_SIGNAL	Ventura (VC) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: - Signal systems - Crossing systems Specific Work will include Upgrading control points and crossings Budget reduced by 35%; NEED TO ADJUST SCOPE.	\$2,008,000	\$0	\$0	\$0	\$0	\$2,008,000	\$0
3172	Rehab	Ventura County Line	Ventura - LA County	Structures	SoGR_FY26_VENTURA (LA)_STRUCTURES_DESIGN	Ventura (LA) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges -Culverts -Tunnels Specific work will include: Design and Environmental Clearance for 5 culverts in LA County Design for 3 Bridges in LA County Budget reduced by 45%; need to adjust descope.	\$1,275,000	\$1,275,000	\$0	\$0	\$0	\$0	\$0
3173	Rehab	San Bernardino Lline	San Gabriel	Train Control	SOGF_FY26_SAN GABRIEL_SIGNAL	BUDGET DECREASED BY 65%; SCOPE STILL TO BE DECREASED ACCORDINGLY. San Gabriel (SG) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems (7) VHLC (3) Crossings BUDGET DECREASED from \$12.6M to \$4.4M; SCOPE STILL TO BE DECREASED ACCORDINGLY.	\$4,425,000	\$2,655,000	\$0	\$0	\$1,770,000	\$0	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3174	Rehab	San Bernardino LIne	San Gabriel	Track	SOGR_FY26_SAN GABRIEL_TRACK	BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY. San Gabriel (SG) Track Rehabilitation addresses five major components to sufficiently rehabilitate aging infrastructure and growing backlog: -Rail -Ties -Crossings -Special Trackwork -Ballast Specific work will include: Replacing 7546 feet of Rail Upgrading 1 crossing Replace 2 turnouts Ballast to support projects listed BUDGET DECREASED from \$6.8M to \$3.4 M; SCOPE NEEDS TO BE DECREASED.	\$3,408,000	\$2,044,800	\$0	\$0	\$1,363,200	\$0	\$0
3176	Rehab	San Bernardino LIne	San Gabriel	Structures	SOGR_FY26_SAN GABRIEL_STRUCTURES_CONSTRUCTION	San Gabriel (SG) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges -Culverts -Tunnels Specific work will include: REPLACE (4) CULVERTS/BRIDGES THAT HAVE DESIGNED/ENVIRONMENTALLY CLEARED WITH FY-22 FUNDING Budget reduced by 25%; need to adjust descope.	\$4,875,000	\$2,925,000	\$0	\$0	\$1,950,000	\$0	\$0
3177	Rehab	ALL	River	Train Control	SOGR_FY26_RIVER_SIGNAL	River (RV) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog: *Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems UPGRADE (2) CONTROL POIINT HOUSE AND SIGNALS Budget reduced by 30%; need to adjust descope.	\$3,010,000	\$1,429,750	\$595,980	\$334,110	\$433,440	\$216,720	\$0
3178	Rehab	ALL	River	Structures	SOGR_FY26_RIVER_STRUCTURES_DESIGN	River (RV) Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: -Bridges -Culverts -Tunnels Specific work will include: River Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog: - Bridges *DESIGN ONLY* Bridge load rating analysis updates, design and/or repair recommendations, and alternative analysis and environmental clearance Budget reduced by 35%; need to adjust descope.	\$1,625,000	\$771,875	\$321,750	\$180,375	\$234,000	\$117,000	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3179	Rehab	ALL	River	Track	SOGR_FY26_RIVER_TRACK	<p>River (RV) Track Rehabilitation addresses five major components to sufficiently rehabilitate aging infrastructure and growing backlog:</p> <ul style="list-style-type: none"> -Rail -Ties -Crossings -Special Trackwork -Ballast <p>Specific work will include: REHAB (7) TURNOUTS</p> <p>Budget reduced by 35%; need to adjust descope.</p>	\$2,893,000	\$1,374,175	\$572,814	\$321,123	\$416,592	\$208,296	\$0
3180	Rehab	Perris Valley Line	San Jacinto (PVL)	Train Control	SOGR_FY26_PERRIS_VALLEY_SIGNAL	<p>Perris Valley (PVL) Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog:</p> <p>*Signal system - Upgrading VHLC Control Points (CP), intermediates, and crossing systems</p> <p>Upgrade (3) VHLC</p> <p>Budget reduced by 35%; need to adjust scope.</p>	\$2,018,000	\$0	\$0	\$2,018,000	\$0	\$0	\$0
3185	Rehab	ALL	All	Information Technology	Rehab of Network Device Assets (Corporate and Train Control)	<p>Replace Cisco Switches, Cisco Meraki Wireless Access Points and Palo Alto Firewalls that are reaching end of support</p> <p>BUDGET DECREASED by 8% from \$923K; SCOPE MAY NEED TO BE DECREASED.</p>	\$850,000	\$403,750	\$168,300	\$94,350	\$122,400	\$61,200	\$0
3187	Rehab	ALL	All	Information Technology	Upgrade of Metrolink Server Infrastructure Environment	<p>Metrolink IDTS is planning on upgrading its server environment, moving away from a dependency of VMware and migrating towards Nutanix.</p>	\$483,000	\$229,425	\$95,634	\$53,613	\$69,552	\$34,776	\$0
3205	Rehab	Antelope Valley Line	Valley	Track	SoGR_FY26_VALLEY_TRACK	<p>BUDGET DECREASED BY 38%; SCOPE STILL TO BE DECREASED ACCORDINGLY.</p> <p>Valley Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:</p> <ul style="list-style-type: none"> - Rail - Ties - Crossings - Special Trackwork - Ballast <p>Specific work will include: TIES: 11,000 Wood Tie Replacement RAIL: 10,000ft of Rail to address curves BALLAST: Ballast to support projects listed.</p> <p>"</p> <p>BUDGET DECREASED from \$9.7M to \$6.3M; SCOPE NEEDS TO BE ADJUSTED.</p>	\$6,005,000	\$6,005,000	\$0	\$0	\$0	\$0	\$0
3206	Rehab	Antelope Valley Line	Valley	Structures	SoGR_FY26_VALLEY_STRUCTURES_CONSTRUCTION	<p>Valley Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:</p> <ul style="list-style-type: none"> - Bridges - Culverts - Tunnels <p>Specific work will include: Construction funds for Valley Sub Structure repairs that will be designed with FY22 funds. This would address up to This would address up to 6 Structures of 10 on the Valley Sub that will be made Shovel-Ready with FY22 Design. These funds are needed due to construction cost escalation issues Metrolink has recently experienced.</p> <p>Budget reduced by 25%; need to adjust scope.</p>	\$4,875,000	\$4,875,000	\$0	\$0	\$0	\$0	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3207	Rehab	Antelope Valley Line	Valley	Train Control	SoGR_FY26_VALLEY_SIGNAL	<p>BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY.</p> <p>Valley Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog:</p> <p>*Signal system - Upgrading Control Points (CP) and intermediates</p> <p>*Crossing systems - Upgrading crossings</p> <p>1> 1 EL1A Upgrade (Construction Only)</p> <p>2> 2 Crossings</p> <p>3> 1 EL1A Upgrade</p> <p>4> 1 VHLC Upgrade</p> <p>5> 1 HB-DE Detector Upgrade</p> <p>BUDGET DECREASED from \$8.9M to \$4.475M; SCOPE NEEDS TO BE ADJUSTED.</p>	\$4,475,000	\$4,475,000	\$0	\$0	\$0	\$0	\$0
3208	Rehab	Orange County Line	Orange	Train Control	SoGR_FY26_ORANGE_SIGNAL	<p>Orange Sub Train Control Systems Rehabilitation addresses major subcomponents to sufficiently rehabilitate again infrastructure and growing backlog:</p> <p>*Signal system - Upgrading Control Points (CP), intermediates and HT Switches</p> <p>*Crossing systems - Upgrading crossings</p> <p>1> Control Point - VHLC Upgrade</p> <p>2> Intermediates - Signals</p> <p>3> Hand Throw Switches</p> <p>4> Crossings</p> <p>Budget reduced by 30%; need to adjust scope.</p>	\$7,350,000	\$0	\$7,350,000	\$0	\$0	\$0	\$0
3210	Rehab	Orange County Line	Orange	Structures	SoGR_FY26_ORANGE_STRUCTURES_CONSTRUCTION	<p>Orange Sub Structures Rehabilitation addresses three major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:</p> <p>- Bridges</p> <p>- Culverts</p> <p>- Tunnels</p> <p>Specific work will include:</p> <p>This budget will provide additional construction funds for up to 2 of 12 structures that will be constructed with partial funds from the FY24 and FY25 budget, primarily in the Dana Point and San Clemente area. Projects were designed with FY24 funds. These funds are needed due to construction cost escalation issues Metrolink has recently experienced.</p> <p>Budget reduced by 25%; need to adjust scope.</p>	\$3,750,000	\$0	\$3,750,000	\$0	\$0	\$0	\$0
3212	Rehab	Orange County Line	Orange	Track	SoGR_FY26_ORANGE_TRACK	<p>Orange Sub Track Rehabilitation addresses five major subcomponents to sufficiently rehabilitate aging infrastructure and growing backlog:</p> <p>- Rail</p> <p>- Ties</p> <p>- Crossings</p> <p>- Special Trackwork</p> <p>- Ballast</p> <p>Specific work will includes:</p> <p>RAIL:</p> <p>Upgrade 115# to 136# Rail Tangent North Rail (Approx. 15,000 LF)</p> <p>SPECIAL TRACKWORK:</p> <p>2 - #20 turnouts</p> <p>BALLAST:</p> <p>Ballast to support projects listed.</p> <p>Budget reduced by 35%; need to adjust scope.</p>	\$5,363,000	\$0	\$5,363,000	\$0	\$0	\$0	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3225	Rehab	ALL	All	Train Control	FY26 Back-Office Train Control System Rehab	Systemwide Train Control Systems Rehabilitation addresses PTC, Centralized Train Control systems and equipment to sufficiently rehabilitate aging infrastructure and growing backlog. See the justification section for discussion on aged assets and standard life. Train Control Back Office: 1) DOC/MOC/Vegas Servers 2) CAD Workstations and Monitors 3) CAD/BOS/MDM/IC3 4) Train Control Firewall, Routers and Switches	\$2,918,000	\$1,386,050	\$577,764	\$323,898	\$420,192	\$210,096	\$0
3226	Rehab	ALL	All	Non-Revenue Fleet	FY26 Systemwide MOW and Ops vehicle and equipment replacement	Replace MOW and Ops. vehicles that are beyond their useful life and no longer reliable to support rail operations. The amount is based on MRP. The vehicles and equipment replaced will be based on the availability of ZEV (Zero Emission Vehicles) and will replace fleet of specialized & operations vehicles, equipment and tools that support the timely repair and rehabilitation of the overall rail corridor right-of-way.	\$3,135,000	\$1,489,125	\$620,730	\$347,985	\$451,440	\$225,720	\$0
3229	Rehab	ALL	All	Rolling Stock	Rotem HVAC Overhaul/Rebuild	<ul style="list-style-type: none"> Overhaul/rebuild on Hyundai Rotem HVAC units and controller box. Out-Of-Scope Repair as needed. 	\$2,407,000	\$1,143,325	\$476,586	\$267,177	\$346,608	\$173,304	\$0
3230	Rehab	ALL	All	Train Control	FY26 ON-BOARD TRAIN CONTROL SYSTEMS REHAB	Upgrade the remaining PTC equipment and software on locomotives that have not been updated in the past 7–12 years. With evolving standards and the phasing out of certain technologies, more equipment is becoming obsolete and in need of modernization.	\$2,500,000	\$1,187,500	\$495,000	\$277,500	\$360,000	\$180,000	\$0
3233	Rehab	ALL	All	Rolling Stock	Rotem Door Overhaul Data Logging Door Control Panel	<ul style="list-style-type: none"> Install data logger on door control system to improve the maintainability against one of the top road issues. 	\$1,100,000	\$522,500	\$217,800	\$122,100	\$158,400	\$79,200	\$0
3234	Rehab	ALL	All	Rolling Stock	F125 Intermediate Engine Overhaul	<ul style="list-style-type: none"> Engine overhaul - clean, inspect, and replace parts. Total 42 engines. 	\$15,072,000	\$7,159,200	\$2,984,256	\$1,672,992	\$2,170,368	\$1,085,184	\$0
3235	Rehab	ALL	All	Rolling Stock	Metrolink Communication System Overhaul	<ul style="list-style-type: none"> Communication System Power Supply Install (fleet-wide) Interior destination screens Control Unit Upgrade Side Destination Screen Control Unit Upgrade Car built-in conductor PA. 	\$1,001,000	\$475,475	\$198,198	\$111,111	\$144,144	\$72,072	\$0
3237	Rehab	ALL	All	Rolling Stock	Car End-Door System Improvement	<ul style="list-style-type: none"> Improvement in passengers' comfort in opening end-door of Bombardier & Talgo-SYSTRA cars. New design on the end-door mechanism. All legacy Bombardier car and Talgo-SYSTRA car. 	\$454,000	\$215,650	\$89,892	\$50,394	\$65,376	\$32,688	\$0
3239	Rehab	ALL	All	Facilities	LAUS Backup Generator Replacement	Replace 2 1995 and 1996 back-up generators providing backup power to LAUS switches, signaling and comm shelter. Olympian 95A01920-S 1995 Olympian 96A04252-S 1996	\$327,000	\$155,325	\$64,746	\$36,297	\$47,088	\$23,544	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3242	Rehab	ALL	All	Information Technology	MOW - Rolling Stock Trapeze	EAM Application – Role: Administrator to support EAM Application. In support of the Agency's EAM efforts and system wide roll out of Trapeze, IT requires consultant support until a permanent position is filled. This initial funding will cover approximately two years of FTE support. A. As an administrator of EAM application, support all user groups that uses different modules of application. B. Dispatch Operations team – Major and minor schedule changes, equipment cycles, training to new dispatch team members, refresher training and any issues related dispatching of trips. Also helps with Incident management module by automating Delay creation, entering new Delay codes, retiring existing delay codes etc. C. Mechanical (Rolling stock) team – Helps Rolling stock team with equipment maintenance like PM (Preventive Maintenance) and Repair work orders. Setting new PM schedules, changes to existing schedules, new reports, and training. Helps Alstom team with any issues related to EAM application. D. Material management team – Helps materials team with Inventory counts, reports and any issue with application, receiving and PO interfaces. E. Facilities team – Helps Facilities team with PM schedules, Asset configuration, parent-child relation setups and any issues with Mobile focus app. F. MOW (Maintenance of Way) Team – Communications and Structures team are recently gone live with EAM application. Helps these team with any issues with PM work orders, general application issues and training.	\$414,000	\$196,650	\$81,972	\$45,954	\$59,616	\$29,808	\$0
3246	Rehab	Antelope Valley Line	Valley	Structures	SoGR_FY26_VALLEY_TUNNEL 25 DESIGN	BUDGET DECREASED BY 8%; SCOPE STILL TO BE DECREASED ACCORDINGLY. Tunnel 25 Track and Drainage improvements (TO BE FILLED IN WHEN FEASIBILITY STUDY IS COMPLETE). Need \$5M upfront for geo test testing/drilling, and design for slab track section. The total project cost will be around \$40M. BUDGET DECREASED from \$5M to \$4.6M; SCOPE MAY NEED TO BE ADJUSTED.	\$4,600,000	\$4,600,000	\$0	\$0	\$0	\$0	\$0
3266	Rehab	ALL	All	Rolling Stock	Hyundai-Rotem Railcar Overhaul	BUDGET DECREASED BY 60%; SCOPE STILL TO BE DECREASED ACCORDINGLY. • General overhaul on board system such as truck, brake system, coupler, diaphragm, windows, restroom, rubber floor, exterior scheme, next generation door engine, etc. • Upgrades onboard system - convenience outlet at every seat, door obstacle detection system, etc. BUDGET DECREASED from \$25M to \$10M; SCOPE NEEDS TO BE ADJUSTED.	\$10,008,000	\$4,753,800	\$1,981,584	\$1,110,888	\$1,441,152	\$720,576	\$0
3268	Rehab	ALL	All	Track	SOGR_FY26_SYSTEMWIDE TRACK REHABILITATION_Rail Grinding/Surfacing	Systemwide Track Rehabilitation addresses the following recurring requirements to sufficiently rehabilitate aging infrastructure and growing backlog: - Rail Grinding: ongoing systemwide program (~\$1.5M) - Surfacing Program to restore track profiles and cross sections (~\$2M) - Vac Truck: Cleaning fouled ballast at select systemwide (~\$1.5M)	\$5,000,000	\$2,375,000	\$990,000	\$555,000	\$720,000	\$360,000	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3271	Rehab	Orange County Line	Orange	Communications	ORANGE SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	Orange Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$480,000	\$0	\$480,000	\$0	\$0	\$0	\$0
3272	Rehab	ALL	All	Facilities	CMF Roof Replacement	<p>Replace dilapidated roofs at CMF they are beyond their useful life and repair.</p> <p>Phase 1 - Modified Bitumen: material control and office flat roofs, all cutters, removal of decommissioned HVAC equipment. \$1.8M</p> <p>Phase 2 - standing seam roof; progressive, loco, car shops.</p>	\$1,463,000	\$694,925	\$289,674	\$162,393	\$210,672	\$105,336	\$0
3273	Rehab	San Bernardino LIne	San Gabriel	Communications	SAN GABRIEL SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	San Gabriel Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$639,000	\$383,400	\$0	\$0	\$255,600	\$0	\$0
3274	Rehab	ALL	River	Communications	RIVER SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	River Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$242,000	\$114,950	\$47,916	\$26,862	\$34,848	\$17,424	\$0
3275	Rehab	Ventura County Line	Ventura - VC County	Communications	VENTURA SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	Ventura Sub Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: - Positive Train Control (PTC) systems - Centralized train control systems - Communication Back-haul systems - Customer Information Systems - Video Surveillance and Security Systems - Voice Communication Systems - System Power Components - Shelter Environmental Subsystems Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$332,000	\$0	\$0	\$0	\$0	\$332,000	\$0
3276	Rehab	Antelope Valley Line	Valley	Communications	VALLEY SUBDIVISION TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION		\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0
3277	Rehab	Freight RR ROW	Riverside	Communications	RIVERSIDE LINE TRAIN CONTROL, CIS, VSS, SYSTEMS REHABILITATION	Riverside Line Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog: Customer Information Systems - Shelter Environmental Subsystems. Specifically (PEDELY, WEST CORONA, NORTH MAIN CORONA, LA SIERRA STATIONS) Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors. Note: cut EAST ONTARIO station from this scope as it resides in SB County.	\$368,000	\$0	\$0	\$368,000	\$0	\$0	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3285	Rehab	Freight RR ROW	Freight RR ROW	Communications	LOS ANGELES FREIGHT ROW CIS, SYSTEMS REHABILITATION	LOS ANGELES FREIGHT ROW Communications Systems Rehabilitation addresses major subcomponents to rehabilitate aging infrastructure and address growing backlog for the Customer Information Systems - Video Surveillance and Security Systems. SPECIFICALLY LOOKING TO UPGRADE CUSTOMER INFORMATION SYSTEMS AT (COMMERCE, MONTEBELLO AND INDUSTRY STATIONS) FOR FY26. Project Delivery will include Design Elements, Professional Services, Agency Staff, Maintenance Contractors and Construction Contractors.	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0
3365	Rehab	ALL	All	Rolling Stock	MP36 Locomotive Service Life Extension & Repair	<p>BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY.</p> <p>The MP36 OOS & Service Life Extension project is scoped to send 4 “base” units in for Heavy Repair to allow them to return to service. The ask of \$12.4M being requested for FY-26 will allow us to overhaul the entire fleet and extend the life of the fleet by 15 more years. With the inclusion of this ask of \$12.5M we will be able to overhaul all the units and be ready for the Olympics. The prior funding associated with this project is as follows: FY21 = \$1M FY23 = \$3.6M FY24 = \$3.6M FY25 = \$8.316M This is an ongoing program with the current funding associated with procurement that is expected to be executed by May 2025.</p> <p>BUDGET DECREASED from \$12.5M to \$6.2M; SCOPE NEEDS TO BE ADJUSTED. THIS WILL NOT BE THE FINAL ASK DUE TO THE BUDGET REDUCTION.</p>	\$6,246,000	\$2,966,850	\$1,236,708	\$693,306	\$899,424	\$449,712	\$0
SGR TOTAL							\$137,502,000	\$67,808,550	\$32,455,508	\$11,082,406	\$16,620,624	\$9,534,912	\$0
PROJECT COUNT							48						



								FUNDINGS					
PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3125	Capital	ALL	All	Information Technology	TIL Compliant IT Service Management Solution	Implement an ITIL-compliant IT Service Management solution to support the IDENTIFY critical cyber security domain of the National Institute of Standards and Technology Cyber Security Framework. Currently, IDTS is unable to maintain a comprehensive inventory of technology assets, critical functions, and cyber security risks to ensure their protection, and properly manage the services they provide.	\$231,000	\$109,725	\$45,738	\$25,641	\$33,264	\$16,632	\$0
3186	Capital	ALL	All	Information Technology	Enhance Network Infrastructure Security	Enhance the Network Infrastructure Security by implementing Software Firewalls in our Cloud Environments (Azure, AWS, etc) and introduce AI security products	\$236,000	\$112,100	\$46,728	\$26,196	\$33,984	\$16,992	\$0
3227	Capital	ALL	All	Rolling Stock	Smart Maintenance	<ul style="list-style-type: none">• Rebuild the onboard maintenance system with sensor technology.• Build wireless network infrastructure in Metrolink rolling stock .• Connection capacity to onboard system that could be delivered by other projects such as CCTV, DVR and so on.• Develop software for wireless maintenance and connection to the onboard systems.	\$5,005,000	\$2,377,375	\$990,990	\$555,555	\$720,720	\$360,360	\$0
3228	Capital	ALL	All	Facilities	LAUS West Portal Customer Service Office Refurbishment	<ul style="list-style-type: none">• Expand the West Portal ticketing and lost and found offices, provide necessary office space• Increase the number of windows and the frontage of the ticketing office at Los Angeles Union Station• There will be refurbishment will increase capacity for the 12 to 15 FTE's that work at this location. Current capacity is only 250 Sq Feet.• There has been a similar request in FY-25 (Proposal 2883) for \$786,000.• The budget requested for FY-26 is for additional funds to complete the project	\$416,000	\$197,600	\$82,368	\$46,176	\$59,904	\$29,952	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3232	Capital	ALL	All	Non-Revenue Fleet	Mobile Train Dispatch Operations Center	<p>Procure and upfit a mobile dispatch trailer with appropriate equipment and software capable to being trailered by F550 or similar truck, procured by this project.</p> <p>The mobile train dispatch center equips SCRRRA with the ability to execute remote train dispatch over all SCRRRA lines, independent of the DOC and MOC. This flexibility also enables the mobile center to be relocated throughout the Southern California region to cater to events that necessitate key staff to operate away from Pomona, CA.</p> <p>The existing SCRRRA infrastructure encompasses two critical facilities, which are the exclusive means of dispatching trains across the system, located within a half-mile radius of each other and on the same electrical utility feed. In the event of a natural disaster, terrorist attack, or a cyber-attack that compromises this specific area or assets, it poses a significant risk of halting all SCRRRA rail operations across Southern California.</p> <p>Mobile dispatching provides system resiliency and frees up much needed office space at MOC to convert to engineering offices, moving remaining two Program Delivery departments from DOC to one building, MOC</p> <p>Cost includes: Mobile fifth wheel Dispatch Center, servers, furniture and monitors, software license, F550 or similar truck, consultant for designs, training and construction, as well as consultant's design cost to convert MOC dispatch area into office space.</p>	\$3,930,000	\$1,866,750	\$778,140	\$436,230	\$565,920	\$282,960	\$0
3240	Capital	ALL	All	Facilities	Construction of PTC Training Center	<p>BUDGET DECREASED BY 50%; SCOPE STILL TO BE DECREASED ACCORDINGLY.</p> <p>The construction of the PTC Training Center at the Melbourne facility will include the following features:</p> <p>A. Two PTC simulator rooms, with an instructor's room positioned between them, equipped with glass windows for direct observation of trainee activities. (one for F125, one for DMU/ZEMU)</p> <p>B. Two training rooms: one with a capacity of 25-30 people, and a smaller room for 8-12 people. Additionally, a lab offices with an access door to the PTC lab will be constructed.</p> <p>COSTS TO BE SPLIT 90% Systemwide / 10% ARROW funding (#3406)</p> <p>BUDGET DECREASED from \$4.3M to \$2.1M; SCOPE NEEDS TO BE ADJUSTED.</p>	\$2,161,000	\$1,026,475	\$427,878	\$239,871	\$311,184	\$155,592	\$0

PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	SCOPE	PROJECT COST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
3265	Capital	ALL	All	Non-Revenue Fleet	Portable wheel true and rotor change out equipment acquisition	<p>Procure and commission 1 Portable Wheel True lathe and 1 Rotor Change machine. Includes equipment and maintenance training for mechanical crew. 1. Portable Wheel True will allow mechanical to fix (true) defect wheels at any location in the system, providing seamless repair to a failure that currently require hospital move to CMF and separation of cart or locomotive from the consist, cutting impact to operations form days to hours. This wheel true machine will also able to cut wheels for Arrow fleet, removing the need to remove and reinstall buggies, transport to them to CMF to wheel true and bring back to San Bernardino. Currently we only have one, 32 year old, stationary wheel true machine for the entire system at CMF, with single point of failure. 2. Rotor change our machine will allow mechanical team to replace defect rotors from cars on the PM track without having to cut the defective car from the consist, shopping equipment for days. The equipment can be repaired during the service window at CMF.</p> <p>\$640K Project Total: To split 90% Agency (#3265) and 10% Arrow (#3405).</p>	\$576,000	\$273,600	\$114,048	\$63,936	\$82,944	\$41,472	\$0
3270	Capital	ALL	All	Facilities	EV Infrastructure	<p>•Feasiblility & Design Phase : Develop comprehensive drawings and plans for the EV charging infrastructure, including site layout, electrical specifications, and integration with existing facilities. This will involve coordination with utility providers and relevant stakeholders to ensure the infrastructure meets all operational and safety requirements. The project will also include preparation and submission of the necessary permit applications to local authorities and applications for applicable utility rebates and incentives.</p> <p>• Construction Phase: Build and install electric vehicle (EV) charging stations at designated Metrolink yards. This will include site preparation, installation of charging units, electrical connections, and integration with the existing power supply. The project aims to provide reliable and efficient charging facilities for the future electric Non-revenue fleet, supporting sustainability goals and enhancing operational efficiency across the Metrolink network.</p>	\$2,151,000	\$1,021,725	\$425,898	\$238,761	\$309,744	\$154,872	\$0
3305	Capital	ALL	All	Business Systems	New Budget System	Modernized the SCRRRA annual budget application (BRAIN)..	\$872,000	\$414,200	\$172,656	\$96,792	\$125,568	\$62,784	\$0
NEW CAPITAL TOTAL							\$15,578,000	\$7,399,550	\$3,084,444	\$1,729,158	\$2,243,232	\$1,121,616	\$0
PROJECT COUNT							9						

FY2025-26 State of Good Repair Carryover Projects

(\$000's)

SUBDIVISION	CATEGORY	PROJECT	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL CARRYOVER
Olive	Structures	521520	-	-	-	-	-	-	-
Olive	Train Control	521530	-	-	-	-	-	-	-
Orange	Communications	525640	-	549	-	-	-	-	549
Orange	Communications	520640	-	-	-	-	-	-	-
Orange	Communications	522640	-	-	-	-	-	-	-
Orange	Signal	519630	-	0.63	-	0.04	0.01	-	0.69
Orange	Signal	522630	-	1,336	-	-	-	-	1,336
Orange	Signal	572002	-	-	-	-	-	-	-
Orange	Structures	525620	-	1,864	-	-	-	-	1,864
Orange	Structures	519621	-	-	-	-	-	-	-
Orange	Structures	520620	-	-	-	-	-	-	-
Orange	Structures	521620	-	576	-	-	-	-	576
Orange	Track	525610	-	6,554	-	-	-	-	6,554
Orange	Track	521610	-	-	-	-	-	-	-
Orange	Track	522610	-	1,022	-	0.01	-	-	1,022
Orange	Track	523610	-	6,017	-	-	-	-	6,017
Orange	Train Control	525630	-	7,608	-	-	-	-	7,608
Orange	Train Control	521630	-	500	-	-	-	-	500
Orange	Train Control	523630	-	2,580	-	-	-	-	2,580
Orange	Train Control	523640	-	60	-	-	-	-	60
Orange Sub	Structures	524620	-	2,064	-	-	-	-	2,064
Orange Sub	Track	524610	-	5,901	-	-	-	-	5,901
Orange Sub	Train Control	524630	-	1,472	-	-	-	-	1,472
Orange Sub	Train Control	524640	-	429	-	-	-	-	429
Perris Valley	Signal	522930	-	-	266	-	-	-	266
Perris Valley	Signal	522940	-	-	88	-	-	-	88
Perris Valley	Structures	521920	-	-	1,778	-	-	-	1,778
Perris Valley	Structures	522910	-	-	1,406	-	-	-	1,406
Perris Valley	Track	519910	-	-	72	-	-	-	72
Perris Valley	Track	521910	-	-	-	-	-	-	0.83
River	Communications	525740	90	37	21	27	14	-	189
River	Communications	520740	-	-	-	-	-	-	-
River	Signal	519730	-	-	-	-	-	-	-
River	Structures	525720	404	168	94	123	61	-	851
River	Track	525710	1,503	627	351	456	228	-	3,165
River	Track	572004	63	26	15	19	10	136	268
River	Track	572006	-	-	-	-	-	740	740
River	Track	572010	-	-	-	-	-	118	118
River	Track	572012	35	8	7	9	5	264	328
River	Track	591806	-	-	-	-	-	300	300
River	Train Control	525730	1,706	711	399	517	259	-	3,591
River Sub	Bridge / Structure	572501	-	-	-	-	-	-	-
River Sub	Communications	524730	931	388	218	282	141	-	1,960
River Sub	Communications	524740	46	19	11	14	7	-	97
River Sub	Track	524710	902	376	211	274	137	-	1,900
River Sub	Track	572007	-	-	-	-	-	218	218
River Sub	Track	572009	27	11	6	8	4	2,344	2,400
River Sub - West Bank	Structures	523720	1,435	-	335	-	-	-1	1,769
River-East Bank	Structures	572301	4	1	1	1	1	48	56
Riverside	Communications	525940	-	-	326	-	-	-	326
River-West Bank	Signal	519732	152	38	31	41	20	-	283
River-West Bank	Track	521710	15	6	4	5	2	-	32
River-West Bank	Track	521720	39	16	9	12	6	-	81
San Gabriel	Communications	525440	351	-	-	234	-	-	585
San Gabriel	Communications	520440	6	-	-	4	-	-	11
San Gabriel	Communications	520940	-	-	9	-	-	-	9
San Gabriel	Communications	522440	163	-	-	108	-	-	271
San Gabriel	Signal	519430	-	-	-	-	-	-	-
San Gabriel	Signal	520430	263	-	-	638	-	-	901
San Gabriel	Signal	522430	1,624	-	-	1,082	-	-	2,706
San Gabriel	Structures	525420	680	-	-	454	-	-	1,134
San Gabriel	Structures	520420	3	-	-	2	-	-	5
San Gabriel	Structures	521420	116	-	-	78	-	-	194
San Gabriel	Structures	522420	12	-	-	8	-	-	20
San Gabriel	Track	525410	3,319	-	-	2,213	-	-	5,532
San Gabriel	Track	519410	101	-	-	1	-	-	102
San Gabriel	Track	520410	15	-	-	9	-	-	24
San Gabriel	Track	521411	296	-	-	200	-	-	496
San Gabriel	Track	522410	274	-	-	183	-	-	457
San Gabriel	Train Control	525430	5,292	-	-	3,528	-	-	8,821
San Gabriel Sub	Structures	524420	778	-	-	-	-	-	778
San Gabriel Sub	Track	524410	3,354	-	-	2,236	-	-	5,590
San Gabriel Sub	Train Control	524430	2,245	-	-	1,496	-	-	3,741
San Gabriel Sub	Train Control	524440	293	-	-	196	-	-	489
San Jacinto (PVL)	Structures	525920	-	-	6,152	-	-	-	6,152
San Jacinto (PVL)	Track	525910	-	-	780	-	-	-	780
San Jacinto (PVL)	Train Control	525930	-	-	1,616	-	-	-	1,616

SUBDIVISION	CATEGORY	PROJECT	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL CARRYOVER
Short Way	Track	524411	128	53	30	39	-	-	250
Shortway	Facilities	519034	-	-	-	-	-	-	-
Shortway	Signal	519033	-	-	-	-	-	-	-
Shortway	Track	521410	-	-	-	-	-	-	-
Shortway	Track	522411	30	13	7	9	-	-	60
Signal	Signal	519032	-	-	-	-	-	-	-
Systemwide	Business Systems	525091	674	281	157	204	102	-	1,418
Systemwide	Business Systems	521070	-	-	-	-	-	-	-
Systemwide	Business Systems	521071	-	-	-	-	-	-	-
Systemwide	Communications	519003	-	-	-	-	-	-	-
Systemwide	Facilities	525061	111	46	26	34	-	-	216
Systemwide	Facilities	525062	202	84	47	61	31	-	426
Systemwide	Facilities	525063	158	66	37	48	24	-	332
Systemwide	Facilities	525064	78	33	18	24	12	-	165
Systemwide	Facilities	519041	-	-	-	-	-	-	-
Systemwide	Facilities	519060	2	1	-	1	-	-	4
Systemwide	Facilities	519062	-	-	-	-	-	-	-
Systemwide	Facilities	519064	-	-	-	-	-	-	-
Systemwide	Facilities	520060	-	-	-	-	-	-	-
Systemwide	Facilities	520061	-	-	-	-	-	-	-
Systemwide	Facilities	521060	522	217	122	126	79	-	1,066
Systemwide	Facilities	522060	57	24	13	17	9	-	120
Systemwide	Facilities	523060	1,680	-	-	-	-	-	1,680
Systemwide	Facilities	524060	321	134	75	97	49	-	676
Systemwide	Facilities	524061	365	152	85	111	55	-	768
Systemwide	Facilities	524062	89	37	21	27	14	-	188
Systemwide	Facilities	524063	411	171	96	125	62	-	865
Systemwide	Facilities	525061	-	-	-	-	17	-	17
Systemwide	Information Technology	525070	217	90	51	66	33	-	457
Systemwide	Information Technology	525071	177	74	41	54	27	-	373
Systemwide	Information Technology	525072	510	213	119	155	77	-	1,074
Systemwide	Information Technology	519070	-	-	-	-	-	-	-
Systemwide	Information Technology	519092	-	-	-	-	-	-	-
Systemwide	Information Technology	519093	1	-	-	-	-	-	1
Systemwide	Information Technology	523091	-	-	-	-	-	-	-
Systemwide	Information Technology	524070	70	29	16	21	11	-	147
Systemwide	Non-Revenue Fleet	525090	1,463	610	342	444	222	-	3,081
Systemwide	Non-Revenue Fleet	523090	1,453	606	340	441	220	-	3,060
Systemwide	Non-Revenue Fleet	524090	1,333	556	312	404	202	-	2,807
Systemwide	Non-Revenue Fleet	524091	117	49	27	36	18	-	247
Systemwide	Right of Way	524064	-	-	-	-	-	-	-
Systemwide	Rolling Stock	525050	12,569	5,239	2,937	3,810	1,905	-	26,460
Systemwide	Rolling Stock	525051	1,006	419	235	305	152	-	2,117
Systemwide	Rolling Stock	525052	974	406	228	295	148	-	2,051
Systemwide	Rolling Stock	525053	2,889	1,204	675	876	438	-	6,082
Systemwide	Rolling Stock	525054	557	232	130	169	84	-	1,173
Systemwide	Rolling Stock	525055	3,950	1,647	923	1,198	599	-	8,316
Systemwide	Rolling Stock	525056	11,222	4,678	2,622	3,402	1,701	-	23,625
Systemwide	Rolling Stock	525057	1,729	721	404	524	262	-	3,639
Systemwide	Rolling Stock	518050	187	-	32	40	16	833	1,109
Systemwide	Rolling Stock	519050	714	42	125	162	81	-	1,123
Systemwide	Rolling Stock	519051	295	123	69	89	45	-	620
Systemwide	Rolling Stock	519052	98	41	23	30	15	-	208
Systemwide	Rolling Stock	519053	-	-	-	-	-	-	-
Systemwide	Rolling Stock	519054	1	-	-	-	-	-	2
Systemwide	Rolling Stock	519055	140	58	33	42	21	-	295
Systemwide	Rolling Stock	520050	-	-	-	-	-	-	-
Systemwide	Rolling Stock	520051	-	-	-	-	-	-	-
Systemwide	Rolling Stock	520052	131	54	31	40	20	-	275
Systemwide	Rolling Stock	520053	6	2	1	2	1	-	12
Systemwide	Rolling Stock	521050	1,229	512	287	372	186	-	2,586
Systemwide	Rolling Stock	521051	252	105	58	76	38	-	530
Systemwide	Rolling Stock	521052	81	34	19	25	12	-	171
Systemwide	Rolling Stock	522050	514	214	120	156	78	-	1,083
Systemwide	Rolling Stock	523050	1,789	746	418	542	271	-	3,765
Systemwide	Rolling Stock	523051	2,972	1,239	695	901	450	-	6,257
Systemwide	Rolling Stock	523052	447	186	104	136	68	-	941
Systemwide	Rolling Stock	523053	-	-	-	-	-	-	-
Systemwide	Rolling Stock	523054	318	133	74	96	48	-	670
Systemwide	Rolling Stock	523055	1,001	417	234	303	152	-	2,107
Systemwide	Rolling Stock	523056	1,302	543	304	395	197	-	2,740
Systemwide	Rolling Stock	524050	16,535	6,893	3,864	5,013	2,506	-	34,811
Systemwide	Rolling Stock	524051	1,634	681	382	495	248	-	3,439
Systemwide	Rolling Stock	524052	791	330	185	240	120	-	1,665
Systemwide	Rolling Stock	524053	2,648	1,104	619	803	401	1,303	6,877
Systemwide	Rolling Stock	524054	1,263	526	295	383	191	-	2,659
Systemwide	Signal	519001	-	-	-	-	-	-	-
Systemwide	Signal	519031	-	-	-	-	-	-	-
Systemwide	Structures	525020	898	374	210	272	136	-	1,890
Systemwide	Structures	519020	-	-	-	-	-	-	-
Systemwide	Track	525010	2,825	1,073	602	781	141	-	5,421
Systemwide	Track	525011	1,347	561	315	408	204	-	2,835
Systemwide	Track	520010	-	-	-	-	-	-	-

SUBDIVISION	CATEGORY	PROJECT	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL CARRYOVER
Systemwide	Track	520011	-	-	-	-	-	-	-
Systemwide	Track	521010	-	-	-	-	-	-	-
Systemwide	Track	521011	-	-	-	-	-	-	-
Systemwide	Track	521012	9	4	2	3	1	-	19
Systemwide	Track	522010	-	-	-	-	-	-	-
Systemwide	Track	522011	18	8	4	6	3	-	39
Systemwide	Track	523010	17	7	4	5	3	-	36
Systemwide	Track	523011	450	188	105	136	68	-	947
Systemwide	Track	524010	756	-	-	-	-	-	756
Systemwide	Track	524011	601	-	-	-	-	-	600
Systemwide	Track	524012	3	1	1	1	1	-	7
Systemwide	Train Control	525040	1,123	468	262	340	170	-	2,364
Systemwide	Train Control	525041	1,346	561	314	408	204	-	2,833
Systemwide	Train Control	521040	-	-	-	-	-	-	-
Systemwide	Train Control	521041	13	7	4	5	3	-	32
Systemwide	Train Control	522040	890	371	208	270	135	-	1,875
Systemwide	Train Control	522041	651	271	152	197	99	-	1,370
Systemwide	Train Control	523040	1,141	476	267	346	173	-	2,403
Systemwide	Train Control	523041	910	379	213	276	138	-	1,916
Systemwide	Train Control	524040	1,179	491	275	357	179	-	2,481
Systemwide	Train Control	524041	-	-	-	-	-	-	-
Systemwide	Vehicle	520062	-	-	-	-	-	-	-
Systemwide	Vehicle	521090	42	18	10	13	6	-	88
Systemwide	Vehicle	522090	303	127	71	92	46	-	639
Valley	Communications	520340	-	-	-	-	-	-	-
Valley	Communications	522340	124	-	-	-	-	-	124
Valley	Signal	519330	5	-	-	-	-	-	5
Valley	Signal	520330	315	-	-	-	-	-	315
Valley	Signal	520331	596	-	-	-	-	-	596
Valley	Signal	522330	2,422	-	-	-	-	-	2,422
Valley	Structures	522320	2,168	-	-	-	-	-	2,168
Valley	Structures	524320	3,403	-	-	-	-	-	3,403
Valley	Track	525310	4,725	-	-	-	-	-	4,725
Valley	Track	519310	35	-	-	-	-	-	35
Valley	Track	520310	23	-	-	-	-	-	23
Valley	Track	522310	713	-	-	-	-	-	713
Valley	Track	523310	3,716	-	-	-	-	-	3,716
Valley	Track	524310	8,299	-	-	-	-	-	8,299
Valley	Train Control	525330	2,509	-	-	-	-	-	2,509
Valley	Train Control	523330	1,507	-	-	-	-	-	1,507
Valley	Train Control	523340	220	-	-	-	-	-	220
Valley	Train Control	524330	4,250	-	-	-	-	-	4,250
Valley	Train Control	524340	475	-	-	-	-	-	475
Valley Sub	Bridge/Structure	572304	-	-	-	-	-	33	33
Valley Sub	Facilities	522360	856	-	-	-	-	-	856
Valley Sub	Tracks	572014	-	-	-	-	-	-	-
Ventura - LA County	Communications	519240	-	-	-	-	-	-	-
Ventura - LA County	Communications	520240	1	-	-	-	-	-	1
Ventura - LA County	Communications	522240	2	-	-	-	-	-	2
Ventura - LA County	Signal	522230	1,181	-	-	-	-	-	1,181
Ventura - LA County	Track	519210	47	-	-	-	-	-	47
Ventura - LA County	Track	520210	20	-	-	-	-	-	20
Ventura - VC County	Communications	525140	-	-	-	-	284	-	284
Ventura - VC County	Communications	522140	-	-	-	-	31	-	31
Ventura - VC County	Facilities	519160	-	-	-	-	-	-	-
Ventura - VC County	Facilities	591804	-	-	-	-	-	-	-
Ventura - VC County	Signal	520130	-	-	-	-	3,407	-	3,407
Ventura - VC County	Signal	522130	-	-	-	-	383	-	383
Ventura - VC County	Structures	519120	-	-	-	-	2,958	6,359	9,317
Ventura - VC County	Structures	520120	-	-	-	-	210	-	210
Ventura - VC County	Structures	521120	-	-	-	-	230	-	230
Ventura - VC County	Structures	522220	-	-	-	-	-	-	-
Ventura - VC County	Track	525110	-	-	-	-	1,643	-	1,643
Ventura - VC County	Track	520110	-	-	-	-	12	-	12
Ventura - VC County	Track	521110	-	-	-	-	1,802	-	1,802
Ventura - VC County	Train Control	525130	-	-	-	-	1,900	-	1,900
Ventura - VC County	Train Control	521130	-	-	-	-	738	-	738
Ventura - VC County	Train Control	521140	-	-	-	-	-	-	-
Ventura (LA)	Structures	524220	24	-	-	-	-	-	24
Ventura (LA)	Track	524210	2,924	-	-	-	-	-	2,924
Ventura (LA)	Train Control	524230	1,149	-	-	-	-	-	1,149
Ventura (LA)	Train Control	524240	68	-	-	-	-	-	68
Ventura (VC)	Structures	524120	-	-	-	-	950	-	950
Ventura (VC)	Structures	524121	-	-	-	-	806	-	806
Ventura (VC)	Track	524110	-	-	-	-	1,831	-	1,831
Ventura (VC)	Train Control	524130	-	-	-	-	781	-	781
Ventura (VC)	Train Control	524131	-	-	-	-	900	-	900
Ventura (VC)	Train Control	524132	-	-	-	-	1,530	-	1,530
Ventura (VC)	Train Control	524140	-	-	-	-	21	-	21
Ventura Sub - Los Angeles Co	Track	522210	-	-	-	-	-	-	-
Ventura Sub - Los Angeles Co	Track	522211	-	-	-	-	-	-	-
Grand Total			162,248	78,417	35,335	41,835	34,739	12,694	365,268

FY2025-26 New Capital Carryover Projects Detail

(\$000's)

Subdivision	Category	Project Number	METRO	OCTA	OTHER	RCTC	SBCTA	VCTC	Grand Total
Orange	Structure	419004	-	35,526	-	-	-	-	35,526
Other	Information Technology	472401	-	-	148	-	-	-	148
River	Signal	420001	-	-	-	-	-	-	1
San Gabriel	Communications	418004	-	-	-	-	-	-	-
Systemwide	Business Systems	425090	449	187	-	105	136	68	945
Systemwide	Business Systems	423090	1,763	735	-	412	534	267	3,711
Systemwide	Business Systems	423091	788	328	-	184	239	119	1,658
Systemwide	Business Systems	424090	358	149	-	84	109	54	754
Systemwide	Business Systems	424091	197	82	-	46	60	30	415
Systemwide	Communications	450120	-	-	15	-	-	-	15
Systemwide	Communications	450121	-	-	-	-	-	-	-
Systemwide	Communications	450122	-	-	1	-	-	-	1
Systemwide	Communications	450123	-	-	1,377	-	-	-	1,377
Systemwide	Communications	450124	-	-	6	-	-	-	6
Systemwide	Communications	450130	-	-	1,448	-	-	-	1,448
Systemwide	Communications	472404	-	-	-	-	-	-	-
Systemwide	Facilities	425060	373	156	-	87	113	57	786
Systemwide	Facilities	425061	660	275	-	154	200	100	1,390
Systemwide	Facilities	425062	52	22	-	12	16	8	110
Systemwide	Facilities	423061	968	-	-	226	294	-	1,488
Systemwide	Facilities	424060	483	201	-	113	146	73	1,017
Systemwide	Facilities	620003	-	-	-	-	-	-	-
Systemwide	Information Technology	423070	166	69	-	39	50	25	350
Systemwide	Rolling Stock	613001	-	-	-	-	-	-	-
Systemwide	Rolling Stock	613003	93	-	-	-	-	-	93
Systemwide	Rolling Stock	613005	-	-	-	-	-	-	-
Systemwide	Rolling Stock	616002	130	-	-	-	-	-	130
Systemwide	Rolling Stock	616003	-	-	-	-	-	-	-
Systemwide	Rolling Stock	623050	2,214	923	-	517	671	336	4,661
Systemwide	Rolling Stock	624001	2,645	1,102	-	618	802	401	5,568
Systemwide	Rolling Stock	624050	713	297	-	167	216	108	1,500
Systemwide	Rolling Stock	624052	261	109	-	61	79	40	550
Systemwide	Rolling Stock	624053	387	161	-	90	117	59	814
Systemwide	Rolling Stock	624054	1,380	575	-	323	418	209	2,906
Systemwide	Security	422080	-	-	-	-	-	-	-
Systemwide	Train Control	425040	1,033	430	-	241	313	157	2,174
Systemwide	Train Control	425091	247	103	-	58	75	37	520
Valley	Signal	421001	-	-	1,473	-	-	-	1,473
Valley	Signal	421002	-	-	857	-	-	-	857
Valley	Signal	421003	-	-	774	-	-	-	774
Valley	Signal	421004	-	-	1,380	-	-	-	1,380
Valley	Signal	423001	-	-	385	-	-	-	385
Valley	Track	420310	-	-	17,394	-	-	-	17,394
Ventura-LA	Track	421110	-	-	-	-	-	-	-
Grand Total			15,360	41,432	25,259	3,538	4,589	2,148	92,326

FY26 Proposed Capital Program Cashflow

Attachment J

	FY26	FY27	FY28	FY29
METRO				
SGR	69,774,298	82,880,427	47,352,452	30,049,450
New Capital	10,597,636	6,633,616	3,671,392	2,141,757
Total	80,371,933	89,514,043	51,023,843	32,191,206

	FY26	FY27	FY28	FY29
OCTA				
SGR	31,265,298	40,759,735	23,808,205	15,039,596
New Capital	24,872,984	16,340,492	1,567,740	1,095,181
Total	56,138,282	57,100,227	25,375,946	16,134,777

	FY26	FY27	FY28	FY29
RCTC				
SGR	12,744,390	19,357,458	8,945,762	5,369,711
New Capital	2,161,322	1,253,917	878,885	613,965
Total	14,905,711	20,611,375	9,824,647	5,983,676

	FY26	FY27	FY28	FY29
SBCTA				
SGR	14,998,710	22,533,998	12,891,712	8,030,921
New Capital	2,803,494	1,626,704	1,140,175	796,495
Total	17,802,204	24,160,702	14,031,887	8,827,416

	FY26	FY27	FY28	FY29
VCTC				
SGR	16,283,764	15,292,974	8,215,052	1,907,354
New Capital	1,254,917	999,690	556,506	324,645
Total	17,538,681	16,292,663	8,771,557	2,231,999

Cash Flow Grand Total	186,756,811	207,679,010	109,027,880	65,369,076
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FY27 Forecast - Operating Budget by Member Agency

	FY27 Budget Forecast by Member Agency					
(\$000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenue						
Farebox Revenue	31,252	13,621	4,947	7,121	1,885	58,825
Fare Reduction Subsidy	244	-	-	164	-	408
Other Train Subsidies	2,642	-	-	-	-	2,642
Subtotal-Pro Forma FareBox	34,139	13,621	4,947	7,285	1,885	61,876
Dispatching	1,169	735	19	140	262	2,324
Other Revenues	1,534	567	342	334	181	2,959
MOW Revenues	7,580	3,196	915	1,734	501	13,926
Total Operating Revenue	44,422	18,119	6,224	9,493	2,828	81,085
Operating Expenses						
<u>Operations & Services</u>						
Train Operators	30,459	12,496	6,077	5,781	2,195	57,008
Train Dispatch	3,745	1,125	494	621	350	6,334
Equipment Maintenance	17,549	6,830	3,801	4,101	1,781	34,062
Materials	8,201	3,192	1,776	1,917	833	15,918
Fuel	17,858	7,326	3,563	3,389	1,287	33,422
Non-Scheduled Rolling Stock Repairs	70	27	13	15	6	131
Operating Facilities Maintenance	2,901	1,097	543	636	232	5,407
Other Operating Train Services	586	230	142	130	83	1,171
Security - LA Sheriffs	7,765	2,935	1,454	1,701	620	14,474
Security - SB Sheriffs	-	-	-	3,455	-	3,455
Security - Guards	2,632	956	1,243	583	552	5,966
Supplemental Security	141	61	22	31	8	263
Public Safety Program	33	12	10	7	7	70
Passenger Relations	1,068	463	188	286	72	2,077
TVM Maintenance/Revenue Collection	2,769	1,361	1,033	798	376	6,337
Marketing	1,975	856	343	528	131	3,833
Media & External Communications	144	52	45	32	30	304
Utilities/Leases	1,416	514	444	313	297	2,986
Transfers to Other Operators	1,790	583	195	368	100	3,037
Amtrak Transfers	304	319	-	-	99	722
Station Maintenance	4,682	1,034	462	826	326	7,329
Rail Agreements	2,218	2,113	1,908	461	998	7,697
Subtotal Operations & Services	108,307	43,582	23,758	25,979	10,381	212,006
<u>Maintenance-of-Way</u>						
MoW - Line Segments	31,263	10,629	3,527	6,966	2,920	55,305
MoW Labor & Benefits	2,842	910	383	606	303	5,045
Overhead MoW Expenses	2,841	864	353	536	271	4,865
MoW - Extraordinary Maintenance	510	124	83	93	60	870
Subtotal Maintenance-of-Way	37,457	12,528	4,346	8,200	3,554	66,085
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	9,740	3,537	3,055	2,156	2,043	20,531
Ops Non-Labor Expenses	6,326	2,562	1,457	1,269	684	12,298
Indirect Administrative Expenses	13,320	4,838	4,178	2,948	2,794	28,078
Ops Professional Services	1,083	393	340	240	227	2,284
Subtotal Admin & Services	30,470	11,331	9,030	6,613	5,748	63,191
<u>Contingency</u>	25	9	8	6	5	53
Total Operating Expenses	176,258	67,450	37,141	40,797	19,689	341,335
<u>Insurance and Legal</u>						
Liability/Property/Auto	10,592	4,004	1,983	2,321	845	19,744
Net Claims / SI	1,037	392	194	227	83	1,933
Claims Administration	1,243	470	233	272	99	2,316
Total Net Insurance and Legal	12,871	4,865	2,410	2,820	1,027	23,993
Total Expense	189,130	72,315	39,551	43,617	20,716	365,328
Loss	(144,707)	(54,196)	(33,327)	(34,124)	(17,888)	(284,243)
2028 Olympics Readiness	548	199	172	121	115	1,155
CFR 245-246	264	94	64	59	45	525
Outside 20'	3,036	-	-	-	-	3,036
Total Expense	192,977	72,608	39,787	43,797	20,876	370,044
Loss/Member Support Required	(148,555)	(54,489)	(33,564)	(34,304)	(18,048)	(288,959)

Numbers may not foot due to rounding.

FY28 Forecast - Operating Budget by Member Agency

	FY28 Budget Forecast by Member Agency					
(\$000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenue						
Farebox Revenue	33,098	15,230	5,512	7,467	2,163	63,470
Fare Reduction Subsidy	244	-	-	164	-	408
Other Train Subsidies	2,722	-	-	-	-	2,722
Subtotal-Pro Forma FareBox	36,064	15,230	5,512	7,631	2,163	66,600
Dispatching	1,204	757	20	144	269	2,394
Other Revenues	1,580	584	353	344	187	3,048
MOW Revenues	7,808	3,292	943	1,786	516	14,344
Total Operating Revenue	46,656	19,864	6,827	9,905	3,134	86,386
Operating Expenses						
<u>Operations & Services</u>						
Train Operators	31,982	13,121	6,381	6,070	2,305	59,858
Train Dispatch	3,932	1,181	519	652	367	6,651
Equipment Maintenance	18,426	7,171	3,991	4,306	1,871	35,766
Materials	8,611	3,351	1,865	2,012	874	16,714
Fuel	18,750	7,693	3,741	3,558	1,351	35,094
Non-Scheduled Rolling Stock Repairs	74	28	14	16	6	138
Operating Facilities Maintenance	3,046	1,151	570	667	243	5,678
Other Operating Train Services	615	242	149	136	87	1,229
Security - LA Sheriffs	8,153	3,082	1,526	1,786	651	15,198
Security - SB Sheriffs	-	-	-	3,627	-	3,627
Security - Guards	2,764	1,004	1,305	612	580	6,265
Supplemental Security	148	64	23	33	8	277
Public Safety Program	35	13	11	8	7	74
Passenger Relations	1,121	486	197	300	76	2,181
TVM Maintenance/Revenue Collection	2,908	1,429	1,085	838	395	6,654
Marketing	2,073	899	361	555	137	4,025
Media & External Communications	151	55	47	34	32	319
Utilities/Leases	1,487	540	466	329	312	3,135
Transfers to Other Operators	1,880	613	204	387	105	3,188
Amtrak Transfers	319	335	-	-	104	758
Station Maintenance	4,916	1,085	485	867	342	7,695
Rail Agreements	2,329	2,219	2,003	484	1,048	8,082
Subtotal Operations & Services	113,722	45,761	24,946	27,278	10,900	222,606
<u>Maintenance-of-Way</u>						
MoW - Line Segments	32,827	11,161	3,704	7,314	3,066	58,071
MoW Labor & Benefits	2,985	956	402	636	318	5,297
Overhead MoW Expenses	2,984	907	370	563	285	5,109
MoW - Extraordinary Maintenance	535	131	87	97	63	914
Subtotal Maintenance-of-Way	39,330	13,155	4,563	8,610	3,732	69,390
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	10,227	3,714	3,208	2,264	2,145	21,557
Ops Non-Labor Expenses	6,642	2,690	1,530	1,333	718	12,913
Indirect Administrative Expenses	13,986	5,080	4,387	3,096	2,933	29,482
Ops Professional Services	1,138	413	357	252	239	2,398
Subtotal Admin & Services	31,993	11,898	9,481	6,944	6,035	66,351
<u>Contingency</u>	26	9	8	6	5	55
Total Operating Expenses	185,071	70,822	38,998	42,837	20,673	358,402
<u>Insurance and Legal</u>						
Liability/Property/Auto	11,121	4,204	2,082	2,437	888	20,731
Net Claims / SI	1,089	412	204	239	87	2,029
Claims Administration	1,305	493	244	286	104	2,432
Total Net Insurance and Legal	13,515	5,109	2,530	2,961	1,079	25,193
Total Expense	198,586	75,931	41,528	45,798	21,752	383,595
Loss	(151,931)	(56,067)	(34,701)	(35,892)	(18,617)	(297,209)
2028 Olympics Readiness	575	209	180	127	121	1,213
CFR 245-246	277	98	68	61	47	551
Outside 20'	3,188	-	-	-	-	3,188
Total Expense	202,626	76,238	41,776	45,986	21,919	388,547
Loss/Member Support Required	(155,971)	(56,375)	(34,949)	(36,081)	(18,785)	(302,161)

Numbers may not foot due to rounding.

FY29 Forecast - Operating Budget by Member Agency

	FY29 Budget Forecast by Member Agency					
(\$000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenue						
Farebox Revenue	34,601	16,844	6,079	7,607	2,441	67,572
Fare Reduction Subsidy	244	-	-	164	-	408
Other Train Subsidies	2,803	-	-	-	-	2,803
Subtotal-Pro Forma FareBox	37,648	16,844	6,079	7,771	2,441	70,784
Dispatching	1,241	780	20	148	277	2,466
Other Revenues	1,627	602	363	355	192	3,139
MOW Revenues	8,042	3,391	971	1,840	531	14,774
Total Operating Revenue	48,558	21,616	7,434	10,113	3,442	91,163
Operating Expenses						
<u>Operations & Services</u>						
Train Operators	33,581	13,777	6,700	6,373	2,420	62,851
Train Dispatch	4,129	1,240	545	684	385	6,984
Equipment Maintenance	19,348	7,530	4,191	4,521	1,964	37,554
Materials	9,042	3,519	1,959	2,113	918	17,550
Fuel	19,688	8,077	3,928	3,736	1,419	36,848
Non-Scheduled Rolling Stock Repairs	78	29	15	17	6	145
Operating Facilities Maintenance	3,198	1,209	599	701	255	5,962
Other Operating Train Services	646	254	157	143	91	1,291
Security - LA Sheriffs	8,561	3,236	1,603	1,876	683	15,958
Security - SB Sheriffs	-	-	-	3,809	-	3,809
Security - Guards	2,902	1,054	1,370	642	609	6,578
Supplemental Security	156	67	24	35	9	290
Public Safety Program	37	13	12	8	8	77
Passenger Relations	1,177	511	207	315	80	2,290
TVM Maintenance/Revenue Collection	3,053	1,501	1,139	880	414	6,987
Marketing	2,177	944	379	582	144	4,226
Media & External Communications	159	58	50	35	33	335
Utilities/Leases	1,562	567	490	346	328	3,292
Transfers to Other Operators	1,974	643	215	406	110	3,348
Amtrak Transfers	335	351	-	-	110	796
Station Maintenance	5,161	1,140	509	911	359	8,080
Rail Agreements	2,445	2,330	2,104	508	1,100	8,486
Subtotal Operations & Services	119,408	48,049	26,193	28,642	11,445	233,737
<u>Maintenance-of-Way</u>						
MoW - Line Segments	34,468	11,719	3,889	7,680	3,219	60,974
MoW Labor & Benefits	3,134	1,004	423	668	334	5,562
Overhead MoW Expenses	3,133	953	389	591	299	5,364
MoW - Extraordinary Maintenance	562	137	91	102	66	959
Subtotal Maintenance-of-Way	41,296	13,812	4,792	9,040	3,919	72,859
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	10,738	3,900	3,368	2,377	2,252	22,635
Ops Non-Labor Expenses	6,974	2,825	1,606	1,399	754	13,559
Indirect Administrative Expenses	14,686	5,334	4,606	3,250	3,080	30,956
Ops Professional Services	1,194	434	375	264	251	2,518
Subtotal Admin & Services	33,593	12,492	9,955	7,291	6,337	69,668
<u>Contingency</u>	27	10	9	6	6	58
Total Operating Expenses	194,325	74,363	40,948	44,979	21,707	376,322
<u>Insurance and Legal</u>						
Liability/Property/Auto	11,677	4,414	2,186	2,558	932	21,768
Net Claims / SI	1,143	432	214	250	91	2,131
Claims Administration	1,370	518	256	300	109	2,554
Total Net Insurance and Legal	14,191	5,364	2,656	3,109	1,133	26,453
Total Expense	208,515	79,727	43,605	48,088	22,839	402,774
Loss	(159,958)	(58,111)	(36,171)	(37,974)	(19,397)	(311,611)
2028 Olympics Readiness	604	219	189	134	127	1,273
CFR 245-246	291	103	71	65	49	579
Outside 20'	3,347	-	-	-	-	3,347
Total Expense	212,758	80,050	43,865	48,286	23,015	407,974
Loss/Member Support Required	(164,200)	(58,434)	(36,432)	(38,172)	(19,573)	(316,811)

Numbers may not foot due to rounding.

FY30 Forecast - Operating Budget by Member Agency

	FY30 Budget Forecast by Member Agency					
(\$000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenue						
Farebox Revenue	36,172	18,629	6,704	7,750	2,756	72,010
Fare Reduction Subsidy	244	-	-	164	-	408
Other Train Subsidies	2,887	-	-	-	-	2,887
Subtotal-Pro Forma FareBox	39,303	18,629	6,704	7,914	2,756	75,306
Dispatching	1,278	803	21	152	286	2,540
Other Revenues	1,676	620	374	365	198	3,233
MOW Revenues	8,283	3,492	1,000	1,895	547	15,217
Total Operating Revenue	50,540	23,544	8,099	10,326	3,787	96,296
Operating Expenses						
<u>Operations & Services</u>						
Train Operators	35,260	14,466	7,035	6,692	2,541	65,994
Train Dispatch	4,335	1,302	572	719	405	7,333
Equipment Maintenance	20,315	7,906	4,401	4,748	2,062	39,432
Materials	9,494	3,695	2,056	2,219	964	18,427
Fuel	20,672	8,481	4,124	3,923	1,490	38,691
Non-Scheduled Rolling Stock Repairs	82	31	15	18	7	152
Operating Facilities Maintenance	3,358	1,269	629	736	268	6,260
Other Operating Train Services	678	266	165	150	96	1,355
Security - LA Sheriffs	8,989	3,398	1,683	1,969	717	16,756
Security - SB Sheriffs	-	-	-	3,999	-	3,999
Security - Guards	3,047	1,107	1,439	674	639	6,907
Supplemental Security	164	70	26	36	9	305
Public Safety Program	39	14	12	9	8	81
Passenger Relations	1,236	536	218	331	84	2,405
TVM Maintenance/Revenue Collection	3,206	1,576	1,196	924	435	7,336
Marketing	2,286	991	398	611	151	4,438
Media & External Communications	167	61	52	37	35	352
Utilities/Leases	1,640	595	514	363	344	3,456
Transfers to Other Operators	2,072	675	225	426	116	3,515
Amtrak Transfers	352	369	-	-	115	836
Station Maintenance	5,420	1,197	535	956	377	8,484
Rail Agreements	2,567	2,446	2,209	534	1,155	8,911
Subtotal Operations & Services	125,379	50,451	27,503	30,074	12,017	245,423
<u>Maintenance-of-Way</u>						
MoW - Line Segments	36,191	12,305	4,083	8,064	3,380	64,023
MoW Labor & Benefits	3,290	1,054	444	701	351	5,840
Overhead MoW Expenses	3,289	1,000	408	620	314	5,632
MoW - Extraordinary Maintenance	590	144	96	107	70	1,007
Subtotal Maintenance-of-Way	43,361	14,503	5,031	9,492	4,115	76,502
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	11,275	4,095	3,537	2,496	2,365	23,767
Ops Non-Labor Expenses	7,323	2,966	1,686	1,469	792	14,237
Indirect Administrative Expenses	15,420	5,600	4,837	3,413	3,234	32,504
Ops Professional Services	1,254	455	393	278	263	2,644
Subtotal Admin & Services	35,272	13,117	10,453	7,655	6,654	73,151
<u>Contingency</u>	29	10	9	6	6	61
Total Operating Expenses	204,041	78,082	42,996	47,227	22,792	395,138
<u>Insurance and Legal</u>						
Liability/Property/Auto	12,261	4,635	2,295	2,686	979	22,856
Net Claims / SI	1,200	454	225	263	96	2,237
Claims Administration	1,438	544	269	315	115	2,681
Total Net Insurance and Legal	14,900	5,632	2,789	3,264	1,189	27,775
Total Expense	218,941	83,714	45,785	50,492	23,981	422,913
Loss	(168,401)	(60,170)	(37,686)	(40,165)	(20,194)	(326,617)
2028 Olympics Readiness	-	-	-	-	-	-
CFR 245-246	305	108	75	68	52	608
Outside 20'	3,515	-	-	-	-	3,515
Total Expense	222,761	83,822	45,860	50,560	24,033	427,036
Loss/Member Support Required	(172,221)	(60,278)	(37,760)	(40,233)	(20,246)	(330,739)

Numbers may not foot due to rounding.

FY2025-26 Annual Authorization and Extend Period of Performance for

Software Licenses
Maintenance, Repair, and Operations Agreements
Original Equipment Manufacturers Agreements
Communications Network Towers Agreements
Administrative and Operating Services Agreements

Contract Number	Type	Vendor	Description	FY26 Contract Authority & Budgeted Amount
SP420	Administrative and Operating Services	Daily Journal	Advertisement of Authority solicitations in area newspapers	\$119,490
SP558	Administrative and Operating Services	Transit System Unlimited	Alternative Motor Coach Transportation (Bus Bridges)	\$125,000
SP555	Administrative and Operating Services	Inland Empire Stages, Ltd.	Alternative Motor Coach Transportation (Bus Bridges)	\$200,000
SP554	Administrative and Operating Services	H&L Charter	Alternative Motor Coach Transportation (Bus Bridges)	\$120,000
SP557	Administrative and Operating Services	Sureride Charter (dba San Diego Charter Company)	Alternative Motor Coach Transportation (Bus Bridges)	\$85,000
LI119	Software License	Granicus, Inc.	MediaManager support and maintenance – web publishing tool	\$60,880
H1645	Software License	PlanetBids	Procurement web hosting site license and support – online bidding and contract management	\$49,000
LI102	Software License	Oracle	Database Enterprise Edition licenses and support	\$288,750
LI172	Software License	Government Jobs.com / Neogov	Applicant Tracking System	\$71,055
LI237	Software License	GOTO Communication (formerly Jive)	VoIP services (under SPURR)	\$86,000
LI283	Software License	LinkedIn Corporation	Online network subscription – job opportunity postings	\$26,753
LI182	Software License	Fujitsu Corporation	Fiber Optic NMS for Train Control Network	\$49,134
LI117	Software License	IBM Corporation	IBM Rational Suite (Network virtualization software - ex IBM Jazz)	\$30,000
H1625X	Software License	Trapeze	Assetworks EAM and MAXQueue – SCRRRA inventory control program and asset management	\$464,775
LI101	Software License	Salesforce.com	Customer management system database and information system annual report	\$379,050
LI144	Software License	HootSuite Media	Hootsuite pro annual renewal and license, social media tracking tool	\$48,000
LI152	Software License	Redvector	IndustrySafe Safety Management System	\$45,203
LI147	Software License	AccuWeather Data Incorporated	SmartRAD and SelectWARN software license and support – weather information and warnings	\$33,705
LI238	Software License	Bentley Systems	Bentley Projectwise Cloud Services and Microstation	\$48,000
LE121	Software License	Switch, LTD.	Colocation services and remote access for IT and PTC servers.	\$200,000
PO489	Maintenance, Repair, and Operations Agreements	Dell Marketing, LP	Computer / network equipment and services for IT and PTC on an as-needed basis (under CMAS)	\$3,000,000
PO400	Maintenance, Repair, and Operations Agreements	CDW Government, Inc.	Computer/ network equipment and services for IT and PTC on an as-needed basis (under OMNIA Partners)	\$1,750,000
SP552	Maintenance, Repair, and Operations Agreements	Iron Mountain	Document and Information Lifecycle Management (under Omnia Partners)	\$31,500
MS279	Maintenance, Repair, and Operations Agreements	Ricoh America's Corporation	Maintenance, support services, and purchase of new copiers/printers (under NASPO)	\$315,000
PO402	Maintenance, Repair, and Operations Agreements	MSC Industrial Supply Co., Inc.	Consumable materials for the Equipment Department (under NASPO)	\$50,000
PO403	Maintenance, Repair, and Operations Agreements	Grainger	Consumable materials for the Equipment Department (under NASPO)	\$575,000
PO534	Original Equipment Manufacturers Agreements	ABB INC.	Power supply, transformer, low voltage power supply (LVPS), maintenance and repair parts	\$45,000
PO555	Original Equipment Manufacturers Agreements	Adams & Westlake	Vestibule Curtain for Bombardier and Rotem Cars	\$230,000

Contract Number	Type	Vendor	Description	FY26 Contract Authority & Budgeted Amount
PO410	Original Equipment Manufacturers Agreements	AJ Energie Inc.	Repair and Return of Saft batteries	\$25,000
PO406	Original Equipment Manufacturers Agreements	Alstom Transportation	Bombardier car structural components, interior and exterior car body components and parts	\$160,000
PO782	Original Equipment Manufacturers Agreements	Atlas Copco Compressors LLC	Locomotive parts and consumables	\$245,000
PO454	Original Equipment Manufacturers Agreements	Celeste Industries Corp	Sani-pak soaps and supplies	\$35,000
EP176A	Original Equipment Manufacturers Agreements	Custom Glass Solutions Trumbauersville, LLC	Railcar Windows	\$225,000
PO756	Original Equipment Manufacturers Agreements	Daktronics	Electronic Display	\$25,000
PO437	Original Equipment Manufacturers Agreements	Dayton-Phoenix Group Inc.	Repair and return of fans	\$625,000
PO863	Original Equipment Manufacturers Agreements	Dellner Dampers	Locomotive Dampers	\$40,000
PO484	Original Equipment Manufacturers Agreements	Hitachi Rail STS USA, Inc. (Formerly Ansaldo)	Switch gear & hardware spare parts, maintenance and repair for signal and communications	\$150,000
PO667	Original Equipment Manufacturers Agreements	Hoppecke Batteries	Rail Batteries	\$150,000
PO725	Original Equipment Manufacturers Agreements	Inter-Block Retaining Systems, Inc	Retaining Wall Blocks	\$80,000
PO790	Original Equipment Manufacturers Agreements	Kluber Lubrication	Tier 4 locomotive lubricants	\$35,000
PO874	Original Equipment Manufacturers Agreements	Knorr Brake Corporation	Locomotive Air Brake Valves	\$250,000
PO444	Original Equipment Manufacturers Agreements	Mechanical Systems Remanufacturing	Locomotive shock absorbers, door lock assemblies, couplers, coach car diaphragms, and new car body parts	\$215,111
PO796	Original Equipment Manufacturers Agreements	Merak North America	Sigma Coach HVAC Spare Parts	\$176,620
PO452	Original Equipment Manufacturers Agreements	Motion and Flow Control Products, Inc.	Car parts and hoses	\$110,000
PO646	Original Equipment Manufacturers Agreements	Orgo-Thermit	Welding Kits	\$50,000
PO834	Original Equipment Manufacturers Agreements	Pittsburgh Air Brake Company	Railcar Air Brake Valve Repairs	\$105,000
PO615	Original Equipment Manufacturers Agreements	PowerRail Distribution Inc.	Locomotive Component parts and repair services	\$1,800,000
PO759	Original Equipment Manufacturers Agreements	Progress Rail Locomotives	Locomotive Spare & Repair parts – 710 & 645 Engine, Electrical Car body	\$3,500,000
PO663	Original Equipment Manufacturers Agreements	Quest Rail, LLC	Repair and Return of Locomotive Radio, Radiohead, Transceiver	\$30,000
PO717	Original Equipment Manufacturers Agreements	Quester Tangent	Repair and return of Rotem Auxiliary Controllers	\$30,000
PO409	Original Equipment Manufacturers Agreements	Quinn Power Systems	Caterpillar HEP Engine Overhaul and Repair; Spare Maintenance and Repair Parts	\$2,500,000
PO505	Original Equipment Manufacturers Agreements	Railhead Corporation	Replacement Parts for Camera monitoring and microphone systems	\$170,000
PO591	Original Equipment Manufacturers Agreements	Saft Batteries	Saft Batteries	\$90,000
PO661	Original Equipment Manufacturers Agreements	Schaltbau North America	Repair and return throttle controllers	\$25,000
PO368	Original Equipment Manufacturers Agreements	Siemens Mobility	Signal Equipment and Repair and Return	\$800,000
PO624	Original Equipment Manufacturers Agreements	Strato, Inc	Strato Hoses and Couplings	\$80,000
PO651	Original Equipment Manufacturers Agreements	T C Communications, Inc.	Industrial Hardened Modular Ethernet Card / JumboSwitch + TC View maintenance agreement	\$95,000
PO474	Original Equipment Manufacturers Agreements	TOA Engineering Corp.	Integrated Communication control unit, racks, speaker, microphone and supplies	\$55,000
PO459	Original Equipment Manufacturers Agreements	Trans Tech of South Carolina (Wabtech Group)	Microphor Restroom Parts & Supplies	\$130,000
PO473	Original Equipment Manufacturers Agreements	Ultimate Rail Equipment, Inc.	Working tables, armrests, door panel assembly, cushions, maintenance parts and supplies	\$50,000
PO554	Original Equipment Manufacturers Agreements	Universal Interiors	Interior Package for Rotem cars	\$75,000
PO465	Original Equipment Manufacturers Agreements	USSC, LLC	Operator's seats	\$110,000
PO414	Original Equipment Manufacturers Agreements	Vapor Stone Rail Systems (Wabtec Group)	Heating, Ventilation, and Air Conditioning Specialty Relays and Door operators	\$550,000

Attachment L

Contract Number	Type	Vendor	Description	FY26 Contract Authority & Budgeted Amount
PO453	Original Equipment Manufacturers Agreements	Velociti, Inc.	Repair and return service for locomotive HVACs	\$30,000
PO416	Original Equipment Manufacturers Agreements	Vulcan Metals Corporation	Truck Maintenance and Repair Parts	\$650,000
PO758	Original Equipment Manufacturers Agreements	Wabtec Global Services	Purchase of New Wabtec Global Services parts. Repair and return of modules and power supplies.	\$175,000
PO757	Original Equipment Manufacturers Agreements	Wabtec Passenger Transit Div.	Repair and Return of Air Brake Components	\$3,500,000
PO801	Original Equipment Manufacturers Agreements	Westcode, Inc.	New and Repair-and-Return of the Leveling Valves	\$50,000
PO346	Original Equipment Manufacturers Agreements	Western Cullen Hayes	Miscellaneous Signal Equipment	\$120,000
LE110	Communications Network Towers	American Tower Company	Communication Network Towers and Related Leasing Agreements	\$391,884
LE112	Communications Network Towers	AVCOM	Communication Network Towers and Related Leasing Agreements	\$37,428
LE120	Communications Network Towers	Crown Castle (Pinnacle Towers)	Communication Network Towers and Related Leasing Agreements	\$46,326
FY26 Annual Authorization Total				\$26,318,664



Metrolink FY 26 Annual Work Program

Finance, Budget and Audit Committee

June 18, 2025



Recommendations

- A. APPROVING programming the Los Angeles County Metropolitan Transportation Authority's ("Metro") share of the Southern California Regional Rail Authority's (SCRRA) Fiscal Year (FY) 2025-26 Operating, Rehabilitation, and Capital Budget in the amount of \$216,565,092 as described in Attachment A;
- B. EXTENDING the lapsing dates for funds previously allocated to SCRRA for State of Good Repair (SGR) and capital project Memoranda of Understanding (MOUs) as follows:
 - Ticket Vending Machine (TVM) Replacement Project extended from June 30, 2025, to December 31, 2026
 - FY 2016-17 SGR Program extended from June 30, 2025, to December 31, 2026
 - FY 2017-18 SGR Program extended from June 30, 2025 to December 31, 2026
 - FY 2018-19 SGR Program extended from June 30, 2025 to June 30, 2027
 - FY 2019-20 SGR Program extended from June 30, 2025 to December 31, 2027
 - FY 2020-21 SGR Program extended from June 30, 2025 to June 30, 2027
 - Doran Street Grade Separation Project extended from March 31, 2025, to December 31, 2027
 - LINK US Task 2 Project extended from June 30, 2025, to December 31, 2026;

Recommendations

- C. APPROVING the FY 2025-26 Transfers to Other Operators' payment rate of \$1.10 per boarding to Metro and an EZ Pass reimbursement cap to Metro of \$5,592,000; and
- D. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements between Metro and SCRRA for the approved funding.

Metrolink Pre-Pandemic and Post-Pandemic Ridership By Line

Metrolink has recovered 70% of its pre-pandemic ridership, steadily making gains despite the impacts of work-from-home and lower office occupancy rates over the past five years (See Table Below).

In April 2025 Metrolink ridership set a new post-pandemic record with over 715,000 boardings.

LINE	PRE-PANDEMIC MONTHLY RIDERSHIP	APRIL 2025 RIDERSHIP	% RECOVERY BY LINE
91/Perris Valley	76,247	75,835	99%
Antelope Valley	158,409	133,224	84%
IEOC	111,099	65,702	59%
Orange County	244,672	142,796	58%
Riverside	79,983	28,051	35%
San Bernardino	254,709	185,214	73%
Ventura	93,342	69,553	75%
Arrow	N/A	15,051	N/A
TOTALS	1,018,460	715,428	70%

Recommendation A: Metrolink Operations for FY 26

- Metro subsidy for Metrolink Operations is \$141,356,992.
 - Reflects Metro's 51.3% share of Metrolink's operating expenses.
 - The 2.6% increase from FY25 is due to annual fixed operating contract escalators of 3% to 5%, costs to implement new FRA regulations, 2028 Olympic readiness.
 - Member agencies are now funding 78% of Metrolink's operating expenses, compared to 49% pre-COVID due to COVID-related ridership declines.
 - Metro is encouraging Metrolink to develop strategies to address these rising costs.
 - Metrolink is implementing a new fare structure and the new 50% Student Youth Discount Program to increase ridership and revenue.

Recommendations (Continued)

- Metro subsidy for Metrolink Rehabilitation and Capital projects is proposed at \$75,208,100.
 - Metro's share for 38 Rehabilitation projects is \$67,808,550.
 - Metro's share for 9 Capital projects is \$7,399,550.
 - Metro's share is 49% of the FY 2025-26 Rehabilitation and Capital budget request.

- Requested action extends five State of Good Repair Memorandums of Understanding and three capital project Memorandums of Understanding that lapse in FY 2025.

- Includes approval for the FY26 Transfers to Other Operators reimbursement rate to Metro.

Equity and Race Platform

- The recommendations provide residents, workers, students, and families with a regional public transportation option to access jobs, resources, and services across the Los Angeles region.
- Metrolink enables residents who may not be able to afford to live in high-cost areas to access quality jobs and services in those areas while living in more affordable neighborhoods. These neighborhoods include Equity Focus Communities, such as Palmdale/Lancaster, the East San Fernando Valley, El Monte, Pomona, and Gateway Cities.
- Metrolink establishes its own equity-based programs separate from Metro.

Next Steps

- Metrolink will approve their FY 2025-26 budget and member agency contributions at their June 27, 2025, board meeting.
- Metro staff will attend the Metrolink board meeting and inform Metro Board of any items that may require further board action.
- Metro CEO will execute the FY 2025-26 Metrolink Memorandum of Understanding.



Board Report

File #: 2025-0398, File Type: Budget

Agenda Number: 11.

FINANCE, BUDGET AND AUDIT COMMITTEE JUNE 18, 2025

SUBJECT: ACCESS SERVICES PROPOSED FISCAL YEAR 2026 BUDGET

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

- A. APPROVING local funding request for Access Services (Access) in an amount not to exceed \$203,170,329 for FY26. This amount includes:
- Local funds for operating and capital expenses in the amount of \$200,482,112
 - Local funds paid directly to Metrolink for its participation in Access' Free Fare Program in the amount of \$2,688,217; and
- B. AUTHORIZING the Chief Executive Officer (CEO) to negotiate and execute all necessary agreements to implement the above funding program.

ISSUE

The total FY26 Proposed Budget for Americans with Disabilities Act (ADA) paratransit service for Los Angeles County is \$370,816,402. This includes a not to exceed amount of \$368,128,185 in funds for Access to support their operating and capital needs, and \$2,688,217 for Metrolink's participation in Access' Free Fare Program.

Access' proposed budget will be funded with federal and local funding sources. Of this total, \$139,711,636 will be funded by federal grants, including federal Surface Transportation Block Grant (STBG) Program funds, Sections 5317 and 5310 (Enhanced Mobility of Seniors & Individuals with Disabilities Program) funds. The remaining amount of \$231,104,766 will be funded with Measure M ADA Paratransit Service (MM2%) funds, Proposition C 40% Discretionary (PC40%) funds, passenger fares and other funding sources generated by Access. See Attachment A for complete funding details.

BACKGROUND

As the Regional Transportation Planning Authority, Metro provides funding to Access to administer the delivery of regional ADA paratransit service. This service is provided on behalf of Metro and the forty-five other public fixed route operators in Los Angeles County. The provision of compliant ADA mandated service is considered a civil right under federal law and must be appropriately funded.

Access' service area spans more than 1,950 square miles of Los Angeles County. Next fiscal year, Access is forecasted to provide more than 4 million trips serving approximately 118,000 qualified ADA paratransit riders. Access contracts out its paratransit services to six different regional contractors, each serving a specific area: Eastern, Southern, West Central, Northern, Santa Clarita, and Antelope Valley. Access' contractors use a mixed fleet of wheelchair accessible vehicles and sedans to provide service.

DISCUSSION

Ridership

Each year, Access' budget is based on a paratransit ridership forecast provided by an independent third-party consulting firm, Hollingsworth Consulting (Hollingsworth). This forecast, along with the paratransit demand analysis, historical data and other variables are used to form the basis for the projected number of annual trips. The demand analysis projects over 5 million passengers (riders, Personal Care Assistants (PCA), and guests), a 3% increase over FY25, resulting in over 4 million trips for FY26. The FY26 Proposed budget will fund Access' request for over 4 million trips, a 3.1% increase over FY25.

Cost Per Trip

The estimated cost per trip for FY26 is \$65.15, a 4.2% increase over FY25 cost of \$62.53. This increase in the cost per trip is largely due to contractual Consumer Price Index (CPI) adjustments embedded in Access' current agreements with their regional contractors, rising insurance costs and anticipated cost growth in operating contracts that will be finalized in the coming fiscal year.

Fares

Access has a two-tiered fare structure in the Los Angeles basin: \$2.75 each way for trips up to 19.9 miles and \$3.50 for trips of 20 miles or more. In Santa Clarita and Antelope Valley, the fare is \$2.00 each way, reflecting the lower base fare of the local fixed-route systems. For FY26, Access projects fare revenues of \$11.4 million, a \$345,256 or 3.1% increase over FY25.

Access customers have the ability to ride free on fixed-route services and Metrolink within Los Angeles County through Access' Free Fare program.

FY26 Proposed Budget

Access' total operating and capital budget is \$368.1 million, a 9% increase from FY25. See the table below.

Access Services		FY25	FY26	\$	%
Expenses (\$ in millions)		Adopted	Proposed	Change	Change
1	Direct Transportation	\$ 259.9	\$ 281.6	\$ 21.7	8.3%
2	Contracted Support	15.0	15.7	0.7	4.7%
3	Management/Administration	16.3	18.5	2.2	13.7%
4	Total Operating Costs	291.2	\$ 315.8	24.6	8.5%
5	Capital Rolling Stock - Prior Year	16.3	-	-	0.0%
6	Capital Rolling Stock - New	22.3	37.1	14.8	66.4%
7	Capital Construction/Non-Metro Funds	8.0	15.2	7.2	90.0%
9	Total Capital Program	46.6	52.3	5.7	12.1%
10	Total Expenses	\$ 337.8	\$ 368.1	\$ 30.3	9.0%

Note: Totals may not add up because of rounding

Operating Costs

Direct Transportation are costs for the delivery of paratransit service in Los Angeles County. The total for Direct Transportation is \$281.6 million, an 8.3% increase from FY25, due to the 3% increase in paratransit demand and contractual CPI adjustments for service delivery contractors. Contracted Support costs are for Access' customer service, eligibility and appeals contractors. The total for Contracted Support is \$15.7 million, a 4.7% increase from FY25, due to contractual CPI adjustments for Access' eligibility provider and projected increase in new eligibility applicants. Management & Administration costs are for professional services, salaries and related expenses incurred by Access. The total for Management & Administration is \$18.5 million, a 13.7% increase from FY25, due to legal expenses, increased insurance premiums, contractual CPI adjustments, and Cost of Living Adjustments (COLA) for Access' staff.

Capital Program - Rolling Stock and Facilities Development & Construction

Access' total capital program is \$52.3 million, a 12.1% increase from FY25. A total of \$37.1 million, is for new rolling stock to replace 248 vehicles, about 33% of their fleet. These vehicles have all exceeded their useful life of 250,000 miles, significantly beyond the Federal Transit Administration (FTA) vehicle replacement standard of 100,000 miles per vehicle. The capital program also includes funds, not provided by Metro, for paratransit facility construction and development. Access' Strategic Plan prioritizes the development of Access-owned operating facilities in each of its six service regions to enhance long-term fiscal and operational effectiveness.

Capital Program Updates

Southern Region Facility: As previously reported, Access acquired a 6.09-acre property in the Southern region to develop a paratransit operations and maintenance facility, including an office

building and two warehouses. Due to funding constraints, the property renovations will be completed in phases. This future facility will not only provide essential paratransit services but also help support the trip demand associated with major events coming to Los Angeles County, such as the 2026 FIFA World Cup and the 2028 Olympic and Paralympic Games. Access anticipates this legacy project will have lasting positive impacts on paratransit services in the region.

Antelope Valley Region Facility: The National Environmental Policy Act (NEPA) review for the proposed 6.8-acre facility in the City of Lancaster is nearing completion. Following the NEPA review, Access will finalize the design and engineering plans for the facility. This year, Access plans to release a Request for Proposals (RFP) for construction services, with the goal of awarding the contract in early 2026. The facility is projected to be fully operational by early 2027.

Electric Vehicles: Access has received two electric vehicles manufactured in Southern California and will be testing them in both the Eastern (San Gabriel Valley) and Southern regions. This pilot demonstration, expected to run for approximately twelve months (Summer 2025 - Summer 2026), will compare the performance of these electric vehicles to standard gasoline vehicles, focusing on operating efficiency, particularly vehicle range, and overall operating costs.

FY26 Operating Reserve

Access' forecasting firm projects a 3% ridership increase in FY26. Metro will hold \$10 million in reserve and will make it available to Access should FY26 demand meet the ridership projections.

FY25 Performance

As of April 2025, Access has provided 3.1 million paratransit trips in the current fiscal year (10 months). To ensure optimal and efficient service levels countywide, the following Key Performance Indicators (KPIs) are in place. Overall, many operational statistics show improvement in FY25 when compared to FY24. These are reported monthly, and a year-over-year comparison including data through April 2025 is shown below:

Key Performance Indicators	Standard	FY24	FY25*
On-Time Performance	≥ 91%	92.3%	92.6%
Excessively Late Trips	≤ 0.10%	0.02%	0.02%
Excessively Long Trips	≤ 5.0%	3.8%	3.4%
Missed Trips	≤ 0.75%	0.33%	0.31%
Denials	0	6	1
Access to Work - On-Time Performance	≥ 94%	95.8%	96.2%
Average Hold Time (Reservations)	≤ 120	54	55
Calls On Hold > 5 Min (Reservations)	≤ 5%	2.6%	2.8%
Calls On Hold > 5 Min (ETA)	≤ 10%	2.7%	2.9%
Complaints Per 1,000 Trips	≤ 4.0	2.0	2.0
Preventable Incidents per 100,000 miles	≤ 0.25	0.21	0.25
Preventable Collisions per 100,000 miles	≤ 0.75	0.80	0.84
Miles Between Road Calls	≥ 25,000	47,940	48,961

*Statistical data through April 2025

To ensure high service standards, Access establishes aggressive performance goals for its contractors. Failure to meet certain Key Performance Indicators (KPIs) necessitates the submission of a service improvement plan, and contractors may face liquidated damages as outlined in their agreements. The preventable collision's goal, with a result of 0.84, fell short of the target, largely due to minor incidents like curb strikes and collisions while reversing.

Access Update in FY25:

- Initiated development of Access' 5-year Strategic Plan (FY 2026 - FY 2030)
- Obtained additional grant funding for Access-owned operations and maintenance facilities
- Concluded the Access Flex pilot program (using Uber) in the Southern Region after a period of evaluation
- Acquired Access' first two electric vehicles for pilot demonstration

In FY26, Access plans to:

- Continue collaboration with Metro staff, Games Mobility Executive (GME) Accessibility Committee and LA28 on preparation of the 2028 Olympic and Paralympic games and seek federal funding for a facility legacy project in the Southern region
- Continue collaboration with Metro staff on FIFA World Cup
- Begin integration/testing of electric vehicles in the Eastern and Southern regions
- Continue development of the Antelope Valley and Southern region paratransit operations and maintenance facilities
- Provide results from the recent customer technology survey in the first quarter FY26
- Issue an RFP for paratransit operations and maintenance service for Access' West Central region

Metro Oversight Function

Metro fulfills its oversight function for Access to ensure system cost efficiency, accountability, equity, and inclusion in the delivery of ADA paratransit service in Los Angeles County. This includes active participation and representation by Metro on Access' Board of Directors and the Transportation Professionals Advisory Committee. Moreover, Access will remain part of Metro's Consolidated Audit process. Additionally, Access provides semiannual updates on its performance outcomes and service initiatives to the Metro's Finance, Budget & Audit Committee, as requested.

FINANCIAL IMPACT

Access' proposed budget for FY26 is included in Cost Center 0443, Project 410011, and Account

54001 in Metro Annual Budget for FY26 as adopted at the May 2025 Board meeting.

Impact on Budget

Access' funding will include \$15,809,250 from Measure M 2% funds and \$187,361,079 from Proposition C 40% funds, totaling \$203,170,329. Given that the region is fully funding its forecasted ADA paratransit obligation, there will be no budgetary impact on Metro's bus and rail operations.

EQUITY PLATFORM

By federal mandate, Access exclusively serves people with disabilities and seniors to provide regional ADA paratransit service. Access' service region is divided into six regions, and all have similar Key Performance Indicators (KPIs), which are measured and monitored by Access' staff. Access has analyzed its service area map to determine the percentage of riders served in Equity Focus Communities (EFCs). From July 1, 2024, through April 30, 2025, approximately 45% of all trips taken by 55,785 Access riders originated in EFCs. The introduction of electric vehicles, as discussed above, is anticipated to bring significant benefits to served communities, including improved air quality due to lower emissions and reduced noise pollution from quieter vehicles.

On a semi-annual basis, Access conducts two virtual countywide community meetings to ensure all customers and stakeholders can receive information and directly communicate with staff about their service experiences. Advance notice of these meetings is provided on Access' website and social media platforms, and flyers are distributed in vehicles. To ensure accessibility for all customers throughout Los Angeles County, closed captioning, language translation services, Braille, and large print materials are available upon request.

Access hosted its latest virtual community meeting on Saturday, March 15, 2025, which saw strong participation with over 100 guests joining via Zoom. The key takeaways from the meeting included appreciation for the continued availability of virtual meeting options; concerns about new vehicle configurations; the review of grocery package policies; challenges with region-to-region transfers; and the need for expanded transfer times between the North County and the Los Angeles basin. The next community meeting is planned for summer 2025.

Furthermore, Access conducted a technology usage survey among its customers in both English and Spanish via text and phone. A language line service was also utilized to offer translation of the survey into any language requested. The results of this survey are anticipated to be available in the summer of 2025.

VEHICLE MILES TRAVELED OUTCOME

Vehicle Miles Traveled (VMT) and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit.* Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are

assessed for their potential impact on VMT.

This item supports Metro's systemwide strategy to reduce VMT through operational activities that will benefit and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Goal 2: Deliver outstanding trip experiences for all users of the transportation system.

Goal 3: Enhance communities and lives through mobility and access to opportunity

ALTERNATIVES CONSIDERED

Not fully funding Access to provide the mandated ADA paratransit services for FY26 would place Metro and the other 45 Los Angeles County fixed route operators in violation of the ADA, which mandates that fixed route operators provide complementary paratransit service within three-fourths of a mile of local rail and bus lines. Not fully funding ADA service would impact Metro's as well as the region's ability to compete for federal grants and to receive federal funding. If individual transit operators were required to provide these services, the overall cost of the program would increase and the mobility options of people with disabilities throughout Los Angeles County would be significantly limited.

NEXT STEPS

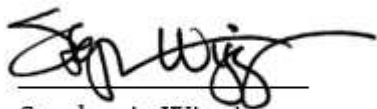
Upon approval, staff will execute an MOU for FY26 to ensure proper disbursement of funds.

ATTACHMENTS

Attachment A - FY26 Access Services ADA Program

Prepared by: Fayma Ishaq, Senior Manager, Budget, 213-922-4925
Giovanna Gogreve, Senior Director, Budget, 213-922-2835

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

A handwritten signature in black ink, appearing to read 'Step Wiggins', written over a horizontal line.

Stephanie Wiggins
Chief Executive Officer

Attachment A

FY26 ACCESS SERVICES ADA PROGRAM		
(\$ in millions)		
EXPENSES		
1	FY26 Access Services Proposed Budget	\$ 368.1
2	Metrolink Free Fare Program (paid by Metro)	2.7
3	Total Expenses	\$ 370.8
REVENUES		
6	<u>Federal Funds - Operating & Capital</u>	
7	STBG Program & Section 5317	\$ 128.1
8	Section 5310 - Capital Rolling Stock	11.6
9	Subtotal Federal Funds	\$ 139.7
11	<u>Local Funds - Operating & Capital</u>	
12	Measure M 2%	
13	Subtotal Measure M	\$ 15.8
15	Proposition C 40%	
16	Operating ¹	\$ 149.2
17	Ridership Reserve	10.0
18	Capital Rolling Stock - New ¹	25.5
19	Metrolink Free Fare Program (paid by Metro)	2.7
20	Subtotal Proposition C	\$ 187.4
22	Total Local Funds	\$ 203.2
23	<u>Local Carryover or Non-Metro Funds</u>	
24	Passenger Fares & Misc. Income	\$ 12.8
25	Facilities Development & Construction Fund (Non-Metro)	15.2
26	Subtotal Local Carryover/Non-Metro Funds	\$ 27.9
28	Total FY26 Local Funds	\$ 231.1
30	Total Revenues	\$ 370.8

Note: Totals may not add up because of rounding

¹ Operating & Capital - portions of these funds maybe replaced with federal STBG Program funds



Access Services Fiscal Year 2026 Proposed Budget

June 2025 | Finance, Budget and Audit Committee

Proposed Budget

FY
26

M
Metro



Access Services			FY25 Adopted	FY26 Proposed	\$ Change	% Change	Notes
Expenses (\$ in millions)							
1	Direct Transportation		\$ 259.9	\$ 281.6	\$ 21.7	8.3%	Forecasted trip demand is 3%, 4.2% increase in cost per trip and increase in auto liability insurance
2	Contracted Support		15.0	15.7	0.7	4.7%	Projected increase in new eligibility applicants
3	Management/Administration		16.3	18.5	2.2	13.7%	Normal annual adjustments influenced by CPI, COLA and legal expenses
4	Total Operating Costs		291.2	315.8	24.6	8.5%	
5	Capital Rolling Stock - Prior Year		16.3	-	-	0.0%	All replacement vehicles delivered
6	Capital Rolling Stock - New		22.3	37.1	14.8	66.4%	Replace 248 vehicles over 250,000 miles
7	Capital Construction/Non-Metro Funds		8.0	15.2	7.2	90.0%	Antelope Valley and Compton Facility Development
9	Total Capital Program		46.6	52.3	5.7	12.1%	
10	Total Expenses		\$ 337.8	\$ 368.1	\$ 30.3	9.0%	

Note: Totals may not add up because of rounding



Proposed Funding Request

FY
26

M Metro



FY26 ACCESS SERVICES ADA PROGRAM		
(\$ in millions)		
EXPENSES		
1	FY26 Access Services Proposed Budget	\$ 368.1
2	Metrolink Free Fare Program (paid by Metro)	2.7
3	Total Expenses	\$ 370.8
REVENUES		
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Key Performance Indicators	Standard	FY24	FY25*
On-Time Performance	$\geq 91\%$	92.3%	92.6%
Excessively Late Trips	$\leq 0.10\%$	0.02%	0.02%
Excessively Long Trips	$\leq 5.0\%$	3.8%	3.4%
Missed Trips	$\leq 0.75\%$	0.33%	0.31%
Denials	0	6	1
Access to Work - On-Time Performance	$\geq 94\%$	95.8%	96.2%
Average Hold Time (Reservations)	≤ 120	54	55
Calls On Hold > 5 Min (Reservations)	$\leq 5\%$	2.6%	2.8%
Calls On Hold > 5 Min (ETA)	$\leq 10\%$	2.7%	2.9%
Complaints Per 1,000 Trips	≤ 4.0	2.0	2.0
Preventable Incidents per 100,000 miles	≤ 0.25	0.21	0.25
Preventable Collisions per 100,000 miles	≤ 0.75	0.80	0.84
Miles Between Road Calls	$\geq 25,000$	47,940	48,961

*Statistical data through April 2025



FY25 Accomplishments

-  Initiated development of 5-year Strategic Plan (FY 2026 - FY 2030)
-  Obtained additional funding for Access-owned operations & maintenance facilities
-  Concluded Flex pilot program (using Uber) in Southern Region
-  Acquired first two electric vehicles for pilot demonstration



FY26 Initiatives



Continue collaboration with Metro on:

- GME Accessibility Committee & LA28 for 2028 Olympic & Paralympic games
- FIFA World Cup
- Seek federal funding for facility legacy project in Southern region



Integrate/test electric vehicles in Eastern & Southern regions



Continue development of Antelope Valley & Southern region paratransit facilities



Provide results of customer technology survey available in FY26



Issue RFP in West Central region for paratransit service



A. APPROVING local funding request for Access Services (Access) in an amount not to exceed \$203,170,329 for FY26. This amount includes:

- Local funds for operating and capital expenses in the amount of \$200,482,112
- Local funds paid directly to Metrolink for its participation in Access' Free Fare Program in the amount of \$2,688,217

B. AUTHORIZING the Chief Executive Officer (CEO) to negotiate and execute all necessary agreements to implement the above funding program.





File #: 2025-0404, File Type: Budget

Agenda Number: 12.

FINANCE, BUDGET AND AUDIT COMMITTEE JUNE 18, 2025

SUBJECT: FISCAL YEAR 2025-26 TRANSIT FUND ALLOCATIONS

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

- A. APPROVING \$2.9 billion in Fiscal Year 2025-26 (FY26) Transit Fund Allocations for Los Angeles County jurisdictions, transit operators, and Metro Operations as shown in Attachment A. These allocations comply with federal, state, and local regulations and Metro Board approved policies and guidelines. Federal and state fund allocations are subject to actual fund apportionments;
- B. APPROVING fund exchanges in the estimated amount of \$3,140,305 of Metro's Transportation Development Act (TDA) Article 4 allocation with Municipal Operators' shares of the Low Carbon Transit Operations Program. Funding will be adjusted based on LCTOP actual allocations;
- C. APPROVING fund exchanges in the estimated amount of \$1,035,635 of Metro's Proposition (Prop) C 40% allocation with Antelope Valley, Santa Clarita, Burbank, and Glendale's shares of the Low Carbon Transit Operations Program (LCTOP). Funding will be adjusted based on LCTOP actual allocations;
- D. APPROVING fund exchange of Federal Section 5307 discretionary fund awarded to the Southern California Regional Transit Training Consortium (SCR TTC) through Long Beach Transit in the amount of \$360,000 with Metro's TDA Article 4 allocation subject to final federal apportionments. If federal funds are not available for this fund exchange, \$360,000 in FY27 TDA Article 4 funds will be allocated to Metro off the top as reimbursement;
- E. APPROVING fund exchanges in the amount totaling \$15.6 million of Metro's Federal Section 5307 share with Municipal Operators' shares of Federal Sections 5337 and 5339 subject to final federal apportionments;
- F. AUTHORIZING the Chief Executive Officer to adjust FY26 Federal Section 5307 (Urbanized Formula), Section 5339 (Bus and Bus Facilities), and Section 5337 (State of Good Repair) allocations upon receipt of final apportionments from the Federal Transit Administration and amend the FY26 Budget as necessary to reflect the adjustments;

- G. APPROVING fund exchange in the amount of \$5 million of Metro's Prop C 40% allocations with the Local Transit Operators' share of federal Section 5307 funds to implement the Local Transit Systems Subcommittee's (LTSS) Zero Emission Vehicle (ZEV) Call for Projects subject to final federal apportionments;
- H. APPROVING revised Zero Emission Transit Capital Program (ZETCP)-Equivalent fund allocations to the Included and Eligible Transit Operators commensurate with current ZETCP fund availability to Metro (Attachment B), and delegate authority to the Chief Executive Officer to negotiate any future amendments if further adjustments are made in funding availability;
- I. ADOPTING a resolution designating Transportation Development Act (TDA) and State Transit Assistance (STA) fund allocations are in compliance with the terms and conditions of the allocations (Attachment C); and
- J. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements, amendments to existing agreements, and FY26 Budget amendments to implement the above funding programs.

ISSUE

Each year, transit operating and capital funds consisting of federal, state, and local revenues are allocated to Metro Operations, transit operators, and Los Angeles County local jurisdictions for programs, projects, and services according to federal guidelines, state laws, and established funding policies and procedures. The Board of Directors must approve allocations for FY26 prior to fund disbursement. As in prior years, the proposed transit allocations include fund exchanges of Metro funding for municipal and local transit operator shares of federal and state grant programs to enable them to draw down funding quickly with fewer requirements, contingent on federal and state fund availability.

BACKGROUND

The Los Angeles County Metropolitan Transportation Authority (Metro), as the Regional Transportation Commission for Los Angeles County, is responsible for planning, programming, and allocating transportation funding to Los Angeles County jurisdictions, transit operators, and Metro Operations. The Metro Board approval will allow the continued funding of transportation projects, programs, and services in Los Angeles County.

The recommended FY26 Transit Fund Allocations are developed according to federal, state, and local requirements, as well as policies and guidelines previously approved by the Metro Board. Details of significant information, methodologies, and assumptions are described in Attachment D.

Staff has reviewed the recommended allocations, related methodologies, and assumptions with Metro Operations, transit operators, Los Angeles County local jurisdictions, Technical Advisory Committee (TAC), Bus Operations Subcommittee (BOS), and the Local Transit Systems Subcommittee (LTSS). The TAC, BOS, and LTSS have all formally adopted the recommended FY26

Transit Fund Allocations.

DISCUSSION

Fund Exchanges

Metro has been requested to facilitate fund exchanges with the municipal and local transit operators to help them access funding more rapidly and with fewer administrative requirements as follows:

- The Municipal operators are requesting fund exchanges of their Federal Sections 5339 and 5337 allocations with Metro's share of Federal Section 5307 allocation to minimize the impact on administrative processes associated with these funding programs. These exchanges are subject to federal fund availability.
- The Municipal Operators, Burbank, and Glendale are requesting fund exchanges of their LCTOP allocations with Metro's TDA Article 4 and Prop C 40% fund allocations to minimize the impact on administrative processes associated with these funding programs.
- Long Beach Transit is requesting a fund exchange of their share of Section 5307 15% Discretionary funds with Metro's TDA Article 4 funds for the Southern California Regional Transit Training Consortium (SCRTTC). In April 2023, BOS awarded \$360,000 a year for three years for the regional training program through an award to Long Beach Transit. If federal funds are not available for this fund exchange, \$360,000 in FY27 TDA Article 4 funds will be allocated to Metro off the top as reimbursement.
- Fifteen (15) Los Angeles County Low Carbon Transit Operations Program (LCTOP) recipients (Contributing Sponsors) have submitted "Letters of Intent" to transfer \$4,175,940 in PUC 99314 FY 2024-25 LCTOP funds to Metro which was approved by the Metro Board on April 24, 2025, to fund Metro's FY 2024-25 LCTOP A Line Operations Project.
- To expedite grant approval and fund disbursement by the Federal Transit Administration, Metro will exchange the \$5 million allocated to the Local Transit Operators under Section 5307 grants with its Prop C 40% funds to implement the LTSS ZEV program, subject to federal fund availability.

Reallocation of Federal Section 5307 Capital Revenues for LTSS ZEV Call for Projects

In June 2022, the Board approved a reallocation of greater than anticipated Federal Section 5307 Capital revenues made available by the Federal Infrastructure Investment and Jobs Act (IIJA), to fund a zero-emission vehicle capital call for projects available to local transit operators and administered by the LTSS. Staff, working with members of the BOS, and Los Angeles County Municipal Operators Association (LACMOA), agreed to collectively set aside the Section 5307 funding as follows: \$10 million in FY22, \$5 million in FY24 and \$5 million in FY26, for the purpose of addressing the capital needs of local operators, particularly the mandated conversion to electric or other zero emission vehicles. This will total \$20 million for the life of the IIJA. Metro is then exchanging local funds with

Section 5307 funds to help expedite project delivery by reducing administrative requirements for the local operators. The Metro Board approved a fund exchange in June 2022 for the first \$10 million allocation and in June 2023 for the second \$5 million allocation. Staff is requesting approval of a fund exchange this year for the final \$5 million allocation in FY26 Section 5307 funds, subject to federal fund availability.

The first call for projects was conducted during FY23 and the Board approved fund awards for seven projects totaling \$13.9 million in June 2023. It is anticipated that LTSS will conduct the final call for projects during FY26 with a total of \$6.1 million available for eligible competitive projects. The proposed awards will be brought before the Board for consideration in June 2026.

Revision to ZETCP-Equivalent Allocations

As reported to the Board last month, Governor Newsom's recent revision to the State budget cuts \$201.1 million from Metro's Zero Emission Transit Capital Program (ZETCP) funding. As part of last year's State budget, Metro was set to receive \$320 million in ZETCP funding and to date, Metro has received \$119.5 million of which will be used to advance Metro's transition to zero emission buses. In support of the Los Angeles County Regional Zero Emission Bus Procurement Policy, the Board approved an advance of ZETCP-Equivalent funding to the Included and Eligible Operators in September 2024 with amounts predicated on Metro receiving the full ZETCP fund allocation. Staff is requesting approval to revise the Included and Eligible Operator's ZETCP-Equivalent funding commensurate with the ZETCP funding being made available to Metro utilizing the same Board-adopted allocation formula. The revised commensurate amount for the Included and Eligible Operators is \$18.58 million as shown in Attachment B. The change in funding estimates will necessitate amending existing agreements with the Included and Eligible Operators. These allocations could be further adjusted either upward or downward, in the event the State makes further revisions to Metro's ZETCP allocation.

DETERMINATION OF SAFETY IMPACT

Adoption of this item will provide funding for increased safety efforts.

FINANCIAL IMPACT

The FY26 Transit Fund Allocations are included in the FY26 Budget in multiple cost centers and multiple projects. Approval of these recommendations authorizes Metro to disburse these funds to the Los Angeles County jurisdictions and transit operators.

EQUITY PLATFORM

Under Board-adopted guidelines, this item enables the programming of funds to recipients to support the implementation of various transportation projects and improvements throughout the region. The FY26 Transit Fund Allocations referenced in Attachment A are intended to enhance mobility for pedestrians, cyclists, transit users, and individuals with disabilities. Through the process of public input and engagement, local decision-making, and project implementation, cities and unincorporated

areas of the county and transit operators have control to appropriately and equitably address the needs of their communities.

VEHICLE MILES TRAVELED OUTCOME

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

As part of these ongoing efforts, this item as a whole is expected to contribute to further reductions in VMT. This item supports Metro's systemwide strategy to reduce VMT through investment activities that will maintain and further encourage transit ridership, ridesharing, and active transportation. Los Angeles County's Transit Fund allocation formula directs 50 percent of funding to each transit operator based on fare units (normalized boardings) and 50 percent based on vehicle service miles. This performance-based structure ties half of the subsidy directly to ridership levels: operators that attract more riders receive proportionally more funding, reinforcing the shift away from single occupant car trips. At the same time, the service-mile component ensures that coverage is maintained and expanded only where service is productive, incentivizing agencies to concentrate service on high demand corridors where each vehicle mile carries the most passengers.

By this program's design, agencies that grow both ridership and efficient service span see their allocations rise. As a result, this allocation framework drives continuous efficiency gains in the system and measurable declines in per-capita VMT in Los Angeles County. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

*Based on population estimates from the United States Census and VMT estimates from the highway performance monitoring system data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports the following goals of the Strategic Plan by funding the improvement projects presented in Attachment A:

- Goal 1: Provide high-quality mobility options that enable people to spend less time traveling
- Goal 2: Deliver outstanding trip experiences for all users of the transportation system
- Goal 3: Enhance communities and lives through mobility and access to opportunity

ALTERNATIVES CONSIDERED

The Board may choose not to approve the FY26 Transit Fund Allocations and instruct staff to use an

alternative methodology for allocation. This alternative is not recommended as federal, state, and local requirements, as well as prior Metro Board policies and guidelines require an annual allocation of funding to Los Angeles County jurisdictions, transit operators, and Metro Operations for programs, projects, and services. Allocation methodologies and assumptions comply with federal, state, and local requirements, as well as policies and guidelines previously approved by the Metro Board and have been agreed upon by affected operators and jurisdictions.

NEXT STEPS

Upon Board approval of the recommended allocations and adoption of the resolution, we will work with Los Angeles County jurisdictions, transit operators, Southern California Association of Governments (SCAG) and Metro Operations to ensure the proper disbursement of funds.

ATTACHMENTS

Attachment A - FY26 Transit Fund Allocations

Attachment B - Revised ZETCP-Equivalent Fund Allocations

Attachment C - TDA and STA Resolution

Attachment D - Summary of Significant Information, Methodologies and Assumptions

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



Stephanie Wiggins
Chief Executive Officer



Los Angeles County Metropolitan Transportation Authority

Fiscal Year 2026

Transit Fund Allocations

PROPOSED

July 1, 2025 – June 30, 2026

FY 2026
Transit Fund Allocations

PROPOSED

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

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I. BUS TRANSIT SUBSIDIES

STATE & LOCAL FUNDS

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

PRELIMINARY REVENUE ESTIMATES

STATE AND LOCAL		FY26 Estimated Revenue	Carryover FY24 Budget vs Actual	Interest FY24 Actual	FY26 Total Funds Available	N O T E	FY25 Total Funds
<u>Transportation Development Act:</u>							
Planning & Administration:							
1	Planning - Metro	\$ 5,350,000			\$ 5,350,000		\$ 5,780,000
2	Planning - SCAG	4,012,500			4,012,500		4,335,000
3	Administration - Metro	4,378,855			4,378,855		4,378,855
4	Sub-total	13,741,355			13,741,355		14,493,855
5	Article 3 Pedestrian & Bikeways 2.0000%	10,425,173	(1,598,533)	427,756	9,254,395		11,812,301
6	Article 4 Bus Transit 90.7887%	473,243,718	(72,564,350)	19,417,677	420,097,045		535,884,080
7	Article 8 Streets & Highways 7.2113%	37,589,754	(5,763,787)	1,542,346	33,368,313		42,918,656
8	Total	535,000,000	(79,926,671)	21,387,779	476,461,108		605,108,891
<u>Proposition A:</u>							
9	Administration 5.0000%	53,500,000	(5,348,377)		48,151,623	a	61,768,890
10	Local Return 25.0000%	254,125,000	n/a		254,125,000	b	274,550,000
11	Rail Development 35.0000%	355,775,000	(35,566,705)		320,208,295		410,763,121
Bus Transit: 40.0000%							
12	95% of 40% Capped at CPI 3.00%	296,353,239	n/a		296,353,239	c	287,721,591
13	95% of 40% Over CPI	89,916,761	n/a		89,916,761	d	129,594,409
14	Sub-total	386,270,000	-		386,270,000		417,316,000
15	5% of 40% Incentive	20,330,000	(2,032,383)		18,297,617		23,472,178
16	Total	1,070,000,000	(42,947,464)		1,027,052,536		1,187,870,190
<u>Proposition C:</u>							
17	Administration 1.5000%	16,050,000	(1,604,439)		14,445,561	a	18,530,661
18	Rail/Bus Security 5.0000%	52,697,500	(5,267,906)		47,429,594		60,842,336
19	Commuter Rail 10.0000%	105,395,000	(10,535,813)		94,859,187		121,684,671
20	Local Return 20.0000%	210,790,000	n/a		210,790,000	b	227,732,000
21	Freeways and Highways 25.0000%	263,487,500	(26,339,532)		237,147,968		304,211,678
22	Discretionary 40.0000%	421,580,000	(42,143,251)		379,436,749		486,738,685
23	Total	1,070,000,000	(85,890,941)		984,109,059		1,219,740,030
<u>State Transit Assistance:</u>							
24	Bus (PUC 99314 Rev Base Share)	69,251,143	38,010,616	3,460,617	110,722,375	e	111,892,986
25	Rail (PUC 99313 Population Share)	52,489,994	4,691,459	2,152,296	59,333,749		84,324,124
26	Total	121,741,137	42,702,074	5,612,913	170,056,124		196,217,110
<u>SB 1 State Transit Assistance:</u>							
27	Bus (PUC 99314 Rev Base Share)	55,906,109	30,547,982	2,835,194	89,289,284	e,f	90,953,959
28	Rail (PUC 99313 Population Share)	42,374,916	3,394,744	1,763,321	47,532,980	g	68,535,839
29	Total	98,281,025	33,942,725	4,598,514	136,822,265		159,489,798
<u>SB 1 State Of Good Repair</u>							
30	Bus (PUC 99314 Rev Base Share)	22,848,330	9,707,251	1,082,299	33,637,880	f	22,898,478
31	Rail (PUC 99313 Population Share)	17,318,253	1,257,408	170,290	18,745,950	g	16,914,482
32	Total	40,166,583	10,964,659	1,252,588	52,383,830		39,812,960

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

PRELIMINARY REVENUE ESTIMATES (Continued)

STATE AND LOCAL		FY26 Estimated Revenue	Carryover FY24 Budget vs Actual	Interest FY24 Actual	FY26 Total Funds Available	N O T E	FY25 Total Funds
Measure R:						a	
33 Administration	1.5000%	16,050,000	(1,606,866)	1,659,035	16,102,169		19,098,928
34 Transit Capital - "New Rail"	35.0000%	368,882,500	(36,931,130)	17,893,682	349,845,052		424,837,150
35 Transit Capital - Metrolink	3.0000%	31,618,500	(3,165,525)	447,205	28,900,180		36,828,107
36 Transit Capital - Metro Rail	2.0000%	21,079,000	(2,110,350)	1,596,746	20,565,396		24,678,339
37 Highway Capital	20.0000%	210,790,000	(21,103,503)	5,078,253	194,764,750		246,542,546
38 Operations "New Rail"	5.0000%	52,697,500	(5,275,876)	4,327,789	51,749,413		62,503,829
39 Operations Bus	20.0000%	210,790,000	(21,103,503)	17,845,481	207,531,978		249,828,104
40 Local Return	15.0000%	158,092,500	n/a	n/a	158,092,500	b	170,799,000
41 Total		1,070,000,000	(91,296,753)	48,848,191	1,027,551,438		1,235,116,003
Measure M:						a	
Local Return Supplemental & Administration:							
42 Administration	0.5000%	5,510,500	(560,993)	340,211	5,289,718		6,442,633
43 Supplemental transfer to Local Return	1.0000%	10,539,500	n/a	n/a	10,539,500	b,h	11,386,600
44 Sub-total		16,050,000	(560,993)	340,211	15,829,218		17,829,233
45 Local Return Base	16.0000%	168,632,000	n/a	n/a	168,632,000	b,h	182,185,600
46 Metro Rail Operations	5.0000%	52,697,500	(5,364,838)	993,411	48,326,073		61,340,215
47 Transit Operations (Metro & Municipal Providers)	20.0000%	210,790,000	(21,459,353)	15,957,038	205,287,685		248,860,518
48 ADA Paratransit/Metro Discounts for Seniors & Students	2.0000%	21,079,000	(2,145,935)	531,336	19,464,401		24,383,919
49 Transit Construction	35.0000%	368,882,500	(37,553,867)	2,099,947	333,428,580		428,781,536
50 Metro State of Good Repair	2.0000%	21,079,000	(2,145,935)	1,666,902	20,599,967		24,871,322
51 Highway Construction	17.0000%	179,171,500	(18,240,450)	30,483,921	191,414,971		219,506,318
52 Metro Active Transportation Program	2.0000%	21,079,000	(2,145,935)	3,387,471	22,320,536		25,452,162
53 Regional Rail	1.0000%	10,539,500	(1,072,968)	364,467	9,830,999		12,368,029
54 Total		1,070,000,000	(90,690,275)	55,824,704	1,035,134,429		1,245,578,852
55 Total Funds Available		\$ 5,075,188,745	\$ (303,142,645)	\$ 137,524,690	\$ 4,909,570,789		\$ 5,888,933,834
Total Planning & Admin Allocations:							
56 (Lines 4, 9, 17, 33 and 42)		\$ 104,851,855	\$ (9,120,674)	\$ 1,999,246	\$ 97,730,427		\$ 120,334,966

Notes:

- a) Sales tax is projected to be \$1,070.0 million per ordinance.
- b) Local Return Subfunds are not reflected with carryover balances. The distribution of these funds occurs within the same period they are received.
- c) The Consumer Price Index (CPI) increase of 3.0% represents the average anticipated growth rate, as derived from a range of forecasting sources and historical trends. This rate is specifically applied to the Proposition A discretionary funds allocated to Included operators.
- d) Proposition A 95% of 40% Bus Transit growth over CPI estimate will be used to fund Eligible and Tier 2 operators. No carryover per Board Policy, amounts transferred to Prop C 40% to fund various Board-approved regional discretionary programs.
- e) The STA revenue estimates (including SB1/STA) from the State Controller's Office have been adjusted downward by 5% for the purposes of FAP allocation, in anticipation of a revenue shortfall in FY26. The actual funds will be revised two years from now, once we have received the concrete figures from the state.
- f) To qualify for SB1-SGR funds, eligible agencies are required to fulfill a number of reporting obligations.
- g) STA and SGR portion of SB1 will be allocated based on Measure R allocation methodology.
- h) Measure M provides for a total of 17% net revenues for Local Return. Supplement of 1% to be funded by 1.5% Administration.

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

SUMMARY OF STATE AND LOCAL FUNDS

Operators	Formula Allocation Procedure				Proposition C 5% Security	Proposition C 40% Discretionary	Measure R		Measure M	Senate Bill 1		Total
	TDA Article 4 + Interest	STA + Interest	Proposition A 95% of 40 % Discretionary	Sub-Total FAP			20% Bus Operations	Clean Fuel & Facilities		STA	State of Good Repair	
Included Operators:												
1 Metro Bus Operations	\$ 309,064,593	\$ 82,380,794	\$ 220,495,767	\$ 611,941,153	\$ 34,952,937	\$ 19,328,893	\$ 144,114,288	\$ 6,447,665	\$ 142,555,807	\$ 62,004,236	\$ 23,305,689	\$ 1,044,650,669
Municipal Operators:												
2 Arcadia	401,029	98,177	262,774	761,980	5,734	117,105	171,747	17,338	169,890	73,893	27,774	1,345,461
3 Claremont	137,801	34,184	91,496	263,482	1,724	31,731	59,801	2,141	59,155	25,729	9,671	453,433
4 Commerce	601,322	138,667	371,147	1,111,136	65,204	1,461,932	242,579	36,547	239,956	104,368	39,229	3,300,951
5 Culver City	6,089,441	1,533,463	4,104,379	11,727,283	335,179	1,910,179	2,682,590	137,292	2,653,580	1,154,167	433,820	21,034,089
6 Foothill Transit	27,604,741	7,275,610	19,473,487	54,353,838	1,048,986	9,613,662	12,727,717	895,860	12,590,077	5,476,017	2,058,285	98,764,442
7 Gardena	5,983,883	1,512,690	4,048,780	11,545,354	251,897	2,436,790	2,646,251	104,746	2,617,634	1,138,532	427,943	21,169,146
8 La Mirada	105,319	23,665	63,341	192,326	3,500	21,967	41,399	6,332	40,952	17,812	6,695	330,983
9 Long Beach	27,694,157	6,920,997	18,524,348	53,139,502	2,147,886	10,124,990	12,107,367	682,588	11,976,436	5,209,116	1,957,964	97,345,850
10 Montebello	8,580,481	2,261,504	6,053,014	16,895,000	324,816	3,715,905	3,956,202	148,947	3,913,419	1,702,130	639,784	31,296,204
11 Norwalk	3,362,212	843,162	2,256,760	6,462,134	132,407	849,675	1,475,001	69,139	1,459,050	634,609	238,532	11,320,548
12 Redondo Beach	762,132	187,274	501,247	1,450,653	30,252	178,590	327,611	33,273	324,068	140,953	52,980	2,538,380
13 Santa Monica	22,442,277	5,692,496	15,236,213	43,370,987	998,784	6,233,513	9,958,269	410,967	9,850,578	4,284,480	1,610,418	76,717,996
14 Torrance	7,267,655	1,819,692	4,870,484	13,957,831	238,005	3,804,068	3,183,310	124,613	3,148,885	1,369,598	514,794	26,341,103
15 Sub-Total	111,032,452	28,341,582	75,857,473	215,231,506	5,584,375	40,500,105	49,579,844	2,669,782	49,043,677	21,331,405	8,017,890	391,958,585
Eligible Operators:												
16 Antelope Valley	-	-	7,124,280	7,124,280	181,087	2,005,105	3,218,148	208,744	3,183,347	1,384,587	520,428	17,825,726
17 LADOT	-	-	30,819,045	30,819,045	1,709,976	7,196,087	7,216,714	491,382	7,138,671	3,104,944	1,167,063	58,843,882
18 Santa Clarita	-	-	4,584,559	4,584,559	258,260	1,209,614	1,961,691	182,427	1,940,477	844,005	317,238	11,298,270
19 Foothill BSCP	-	-	6,155,058	6,155,058	-	648,751	1,441,294	-	1,425,707	620,107	233,081	10,523,999
20 Sub-Total	-	-	48,682,942	48,682,942	2,149,322	11,059,558	13,837,846	882,552	13,688,201	5,953,643	2,237,811	98,491,876
Tier 2 Operators:												
21 LADOT Community Dash	-	-	7,079,834	7,079,834	-	-	-	-	-	-	-	7,079,834
22 Glendale	-	-	1,167,155	1,167,155	-	-	-	-	-	-	-	1,167,155
23 Pasadena	-	-	479,860	479,860	-	-	-	-	-	-	-	479,860
24 Burbank	-	-	185,491	185,491	-	-	-	-	-	-	-	185,491
25 Sub-Total	-	-	8,912,341	8,912,341	-	-	-	-	-	-	-	8,912,341
26 Lynwood Trolley	-	-	-	-	-	257,064	-	-	-	-	-	257,064
27 Total Excluding Metro	111,032,452	28,341,582	133,452,755	272,826,789	7,733,697	51,816,727	63,417,690	3,552,335	62,731,878	27,285,049	10,255,701	499,619,865
28 County of Los Angeles											76,490	76,490
29 Grand Total	\$ 420,097,045	\$ 110,722,375	\$ 353,948,522	\$ 884,767,942	\$ 42,686,634	\$ 71,145,620	\$ 207,531,978	\$ 10,000,000	\$ 205,287,685	\$ 89,289,284	\$ 33,637,880	\$ 1,544,347,024

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

BUS TRANSIT FUNDING PERCENTAGE SHARES

Operators	Vehicle Service Miles (VSM) FY24 Data (1)	Passenger Revenue	Base Fare	Fare Units	Fare Units Prior to Fare Increase/decrease	Fare Units Used in FAP (2)	Sum 50% VSM + 50% Fare Units	Proposition A Base Share	DAR Cap Adjustment (3)	TDA/STA Share
Included Operators										
1 Metro Bus Operations (4)	71,217,974	\$ 100,805,519	\$ 1.75	57,603,154	197,161,600	197,161,600	134,189,787	74.4030%	0.0000%	74.4030%
2 Arcadia DR	72,004	4,475	0.50	8,950	72,829	72,829	72,417	0.0402%	0.0000%	0.0402%
3 Arcadia MB	167,370	3,818	0.50	7,636	-	7,636	87,503	0.0485%	0.0000%	0.0485%
4 Claremont	29,526	4,392	2.50	1,757	81,840	81,840	55,683	0.0309%	0.0000%	0.0309%
5 Commerce	451,747	-	-	-	-	-	225,874	0.1252%	0.0000%	0.1252%
6 Culver City	1,322,496	1,610,419	1.00	1,610,419	3,673,208	3,673,208	2,497,852	1.3850%	0.0000%	1.3850%
7 Foothill Transit	9,481,433	7,409,609	1.75	4,234,062	14,221,000	14,221,000	11,851,217	6.5710%	0.0000%	6.5710%
8 Gardena	1,224,431	1,363,343	1.00	1,363,343	3,703,600	3,703,600	2,464,016	1.3662%	0.0000%	1.3662%
9 La Mirada	53,433	23,664	1.00	23,664	-	23,664	38,549	0.0214%	0.0000%	0.0214%
10 Long Beach	6,574,719	9,408,152	1.25	7,526,522	15,972,456	15,972,456	11,273,588	6.2508%	0.0000%	6.2508%
11 Montebello	1,511,957	1,978,682	1.10	1,798,802	5,855,556	5,855,556	3,683,757	2.0425%	0.0000%	2.0425%
12 Norwalk	652,780	606,942	1.25	485,554	2,094,068	2,094,068	1,373,424	0.7615%	0.0000%	0.7615%
13 Redondo Beach DR	58,311	9,903	1.00	9,903	-	9,903	34,107	0.0189%	0.0000%	0.0189%
14 Redondo Beach MB	344,473	197,413	1.00	197,413	-	197,413	270,943	0.1502%	0.0000%	0.1502%
15 Santa Monica	3,883,642	6,351,059	1.25	5,080,847	14,661,333	14,661,333	9,272,488	5.1412%	0.0000%	5.1412%
16 Torrance	1,418,179	888,428	1.00	888,428	4,510,000	4,510,000	2,964,090	1.6435%	0.0000%	1.6435%
17 Sub-Total	98,464,475	130,665,818		80,840,453		262,246,106	180,355,291	100.0000%	0.0000%	100.0000%
Eligible Operators										
18 Antelope Valley	2,859,603	2,198,306	1.50	1,465,537	3,543,241	3,543,241	3,201,422	1.6615%	0.0000%	1.6615%
19 Santa Clarita (5), (6)	2,263,524	1,408,606	1.25	1,126,885	1,639,466	1,639,466	1,951,495	1.0128%	0.0000%	1.0128%
20 LADOT Local	2,839,576	71,716	0.50	143,432	6,727,520	6,727,520	4,783,548	2.4825%	0.0000%	2.4825%
21 LADOT Express	1,638,482	662,474	1.50	441,649	3,152,832	3,152,832	2,395,657	1.2433%	0.0000%	1.2433%
22 Foothill - BSCP	1,239,103	962,609	1.75	550,062	1,650,000	1,650,000	1,444,552	0.7441%	0.0000%	0.7441%
23 Sub-Total	10,840,288	5,303,711		3,727,566		16,713,059	13,776,674	7.1442%	0.0000%	7.1442%
24 Total	109,304,763	\$ 135,969,529		84,568,019		278,959,165	194,131,964			

Notes:

(1) Operator statistics exclude BSIP, TSE, Base Restructuring, and MOSIP services funded from PC 40% Discretionary. Services funded from other sources, such as federal funds, are also excluded.

(2) Fare units in **bold** remain frozen at their pre-fare change levels in accordance with the Funding Stability Policy adopted by the Board in November 2007.

(3) TDA cap of 0.25% is applied for DAR operators - Arcadia, Claremont, La Mirada and Redondo Beach DR.

(4) MTA Statistics include contracted services with LADOT for Lines 422, 601 and 602 (Consent Decree Lines), Glendale and Palos Verdes Peninsula Transit Authority (PVPTA).

(5) Santa Clarita increased their base fare from \$1.00 to \$1.25 in FY24.

(6) Santa Clarita experienced a two-month strike in FY24. Adjustments were made for FTA apportionment and FAP allocations as follows: The average data from the nine unaffected months of the reporting year will be used to estimate the data loss during the strike period.

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

INCLUDED & ELIGIBLE OPERATORS ESTIMATED FUNDING LEVELS

	Operators	TDA & STA % Shares	TDA Article 4 plus interest			STA	Prop A	Prop A	Total
			Allocated	Fund Exchange (1)	Net	Rev Base Share	Discretionary % Shares	Discretionary Allocations (2)	Formula
						Plus Interest			Funds
	Included Operators								
1	Metro Bus Operations	74.4030%	\$ 312,564,898	\$ (3,500,305)	\$ 309,064,593	\$ 82,380,794	74.4030%	\$ 220,495,767	\$ 611,941,153
2	Arcadia DR	0.0402%	168,678	-	168,678	44,457	0.0402%	118,992	332,127
3	Arcadia MB	0.0485%	203,819	28,533	232,352	53,719	0.0485%	143,782	429,852
4	Claremont	0.0309%	129,701	8,100	137,801	34,184	0.0309%	91,496	263,482
5	Commerce	0.1252%	526,121	75,201	601,322	138,667	0.1252%	371,147	1,111,136
6	Culver City	1.3850%	5,818,184	271,257	6,089,441	1,533,463	1.3850%	4,104,379	11,727,283
7	Foothill Transit	6.5710%	27,604,741	-	27,604,741	7,275,610	6.5710%	19,473,487	54,353,838
8	Gardena	1.3662%	5,739,369	244,514	5,983,883	1,512,690	1.3662%	4,048,780	11,545,354
9	La Mirada	0.0214%	89,790	15,529	105,319	23,665	0.0214%	63,341	192,326
10	Long Beach (3)	6.2508%	26,259,284	1,434,873	27,694,157	6,920,997	6.2508%	18,524,348	53,139,502
11	Montebello	2.0425%	8,580,481	-	8,580,481	2,261,504	2.0425%	6,053,014	16,895,000
12	Norwalk	0.7615%	3,199,082	163,130	3,362,212	843,162	0.7615%	2,256,760	6,462,134
13	Redondo Beach DR	0.0189%	79,445	-	79,445	20,939	0.0189%	56,043	156,427
14	Redondo Beach MB	0.1502%	631,101	51,587	682,688	166,335	0.1502%	445,204	1,294,227
15	Santa Monica	5.1412%	21,598,172	844,105	22,442,277	5,692,496	5.1412%	15,236,213	43,370,987
16	Torrance	1.6435%	6,904,179	363,476	7,267,655	1,819,692	1.6435%	4,870,484	13,957,831
17	Sub-Total Excluding Metro	100.0000%	420,097,045	-	420,097,045	110,722,375	100.0000%	296,353,239	827,172,660
	Eligible Operators		Formula Equivalent Funded from Proposition A 95% of 40% Growth over CPI (4)						
18	Antelope Valley (5)	1.6615%	-	\$ 360,886	\$ 360,886	\$ 1,839,607	1.6615%	\$ 4,923,787	\$ 7,124,280
19	Santa Clarita (5)	1.0128%	-	461,788	461,788	1,121,371	1.0128%	3,001,399	4,584,559
20	LADOT Local	2.4825%	10,429,090		10,429,090	2,748,731	2.4825%	7,357,097	20,534,918
21	LADOT Express	1.2433%	5,223,011		5,223,011	1,376,597	1.2433%	3,684,520	10,284,128
22	Foothill - BSCP	0.7441%	3,125,976		3,125,976	823,894	0.7441%	2,205,188	6,155,058
23	Sub-Total	7.1442%	18,778,077	822,674	19,600,751	7,910,199	7.1442%	21,171,992	48,682,942
24	Total FAP		\$ 420,097,045		\$ 420,097,045	\$ 110,722,375	107.1442%	\$ 296,353,239	\$ 875,855,601
Proposition A Discretionary (95% of 40%) Growth Over CPI:									
25	Revenue								\$ 89,916,761
Uses of Fund:									
26	Eligible Operators - Formula Equivalent Funds								48,682,942
27	Tier 2 Operators (6)								8,912,341
28	Total Uses of Funds								57,595,283
29	Proposition A Discretionary (95% of 40%) GOI Transfer to PC 40% based on Board policy.								
30	Backfill from (Transfer to) PC40% Discretionary								
31	Total								(32,321,478)
									\$ -

Notes:

- (1) Included Operators' share of LCTOP fund will be exchanged with Metro's TDA Article 4 allocation.
- (2) Prop A Discretionary funds (95% of 40%) allocated to Included Operators have been capped at 3.00% CPI for FAP allocation.
- (3) Funds allocated to the SCRTTC through Long Beach Transit will be exchanged with Metro's share of TDA Article 4 funds.
- (4) Formula Equivalent funds are allocated by formula to Eligible Operators based on PUC 99207.5. Fund source is Prop A 95% of 40% growth over CPI.
- (5) Antelope Valley and Santa Clarita's LCTOP fund will be exchanged with Metro's Prop C 40% Discretionary transfer to Proposition A Discretionary GOI.
- (6) In FY24, the Board approved increasing the funding cap to Tier 2 operators, from \$6 million to \$8.2 million, with annual increases indexed to CPI.

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

PROPOSITION C 5% TRANSIT SECURITY FUNDING ALLOCATION

	Operators	FY24 Unlinked Passengers	Percent of Total Unlinked Passengers	Total ⁽¹⁾
1	Antelope Valley	1,560,004	0.4242%	\$ 181,087
2	Arcadia	49,400	0.0134%	5,734
3	Claremont	14,853	0.0040%	1,724
4	Commerce	561,711	0.1528%	65,204
5	Culver City	2,887,456	0.7852%	335,179
6	Foothill Transit	9,036,679	2.4574%	1,048,986
7	Gardena	2,170,007	0.5901%	251,897
8	LADOT Local/Express	14,730,889	4.0059%	1,709,976
9	La Mirada	30,153	0.0082%	3,500
10	Long Beach	18,503,348	5.0318%	2,147,886
11	Montebello	2,798,186	0.7609%	324,816
12	Norwalk	1,140,644	0.3102%	132,407
13	Redondo Beach DR/MB	260,615	0.0709%	30,252
14	Santa Clarita	2,224,825	0.6050%	258,260
15	Santa Monica	8,604,201	2.3398%	998,784
16	Torrance	2,050,332	0.5576%	238,005
17	Sub-Total	66,623,303	18.1174%	7,733,697
18	Metro Bus/Rail Operations ⁽²⁾	301,108,263	81.8826%	34,952,937
19	Total	367,731,566	100.0000%	\$ 42,686,634

Notes:

(1) Total funding is 90% of Prop C 5% Transit Security:

Estimated Revenue: \$	47,429,594
90% Thereof: \$	42,686,634

(2) Metro operations data includes unlinked passengers for bus and rail.

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

PROPOSITION C 40% DISCRETIONARY PROGRAMS

	Operators	MOSIP			Zero-fare Compensation ⁽¹⁾	Foothill Transit Mitigation	Transit Service Expansion	Discretionary Base Restructuring	BSIP Overcrowding Relief	Total	
		Prop A % Share	% Share	\$ Allocation							
	<u>INCLUDED OPERATORS</u>										
1	Metro Bus Operations					\$ 11,598,920	\$ -	\$ -	\$ 13,765,608	\$ 25,364,528	
2	Metro Exchange ^{(2),(3)}					(1,035,635)			\$ (5,000,000)	(6,035,635)	
3	Metro Sub-total					10,563,285			\$ 8,765,608	19,328,893	
4	Arcadia	0.0887%	0.2708%	77,306	1,035,935	13,823	-	-	25,975	117,105	
5	Claremont	0.0309%	0.0943%	26,918		4,813	-	-	-	31,731	
6	Commerce	0.1252%	0.3825%	109,189		19,524	-	297,284	-	1,461,932	
7	Culver City	1.3850%	4.2300%	1,207,480		215,906	286,550	-	200,243	1,910,179	
8	Foothill Transit	6.5710%	20.0697%	5,728,967		-	396,610	2,380,015	1,108,069	9,613,662	
9	Gardena	1.3662%	4.1727%	1,191,124		212,981	823,649	-	209,037	2,436,790	
10	La Mirada	0.0214%	0.0653%	18,635		3,332	-	-	-	21,967	
11	Long Beach	6.2508%	19.0915%	5,449,737		974,451	2,719,266	-	981,535	10,124,990	
12	Montebello	2.0425%	6.2383%	1,780,756		318,412	-	1,357,643	259,095	3,715,905	
13	Norwalk	0.7615%	2.3259%	663,923		118,714	-	-	67,037	849,675	
14	Redondo Beach DR/MB	0.1691%	0.5166%	147,463		26,368	-	-	4,759	178,590	
15	Santa Monica	5.1412%	15.7027%	4,482,390		801,483	-	-	949,640	6,233,513	
16	Torrance	1.6435%	5.0196%	1,432,863		256,206	964,404	863,869	286,726	3,804,068	
17	Sub-Total	25.5970%	78.1798%	22,316,752		1,035,935	2,966,013	5,190,480	4,898,811	4,092,115	40,500,105
	<u>ELIGIBLE OPERATORS</u>										
18	Antelope Valley	1.6615%	5.0745%	1,448,545			50,474	449,088	-	56,998	2,005,105
19	Santa Clarita	1.0128%	3.0933%	882,991		30,767	234,887	-	60,969	1,209,614	
20	LADOT Local/Express	3.7258%	11.3797%	3,248,369		542,638	3,226,369	-	178,712	7,196,087	
21	Foothill - BSCP	0.7441%	2.2727%	648,751		-	-	-	-	648,751	
22	Sub-Total	7.1442%	21.8202%	6,228,656		623,879	3,910,344	-	296,680	11,059,558	
23	City of Lynwood Trolley						257,064	-	-	257,064	
24	Total Municipal Operators	32.7412%	100.0000%	28,545,408	1,035,935	3,589,892	9,357,887	4,898,811	4,388,795	51,816,727	
25	Total	32.7412%	100.0000%	\$ 28,545,408	\$ 1,035,935	\$ 14,153,176	\$ 9,357,887	\$ 4,898,811	\$ 13,154,403	\$ 71,145,620	
26	Last Year			27,713,988			\$ 9,085,327	\$ 4,756,127	\$ 17,625,634		
27	% Increase			3.00%		CPI	3.00%	3.00%	3.00%		
28	Current Year			\$ 28,545,408			\$ 9,357,887	\$ 4,898,811	\$ 18,154,403		

Note:

(1) Allocated as part of FAP to Commerce as compensation for having zero passenger revenues.

(2) The LCTOP funds of Antelope Valley, Santa Clarita, Burbank, and Glendale, totaling \$1,035,635, are set to be swapped with Metro's "Foothill Mitigation" fund / Prop A Discretionary GOI fund.

(3) The Infrastructure Investment Jobs Act (IIJA) resulted in greater than expected Federal 5307 grant funding. Thus, the Board approved in June 2022 to allocate these funds to LTSS, as follows: \$10 million (FY22), \$5 million (FY24), and \$5 million (FY26). Metro will exchange these funding amounts with PC 40.

MEASURE R 20% BUS OPERATIONS AND CAPITAL ALLOCATIONS

Operators	20% Bus Operations			Clean Fuel Bus Capital Facilities and Rolling Stock Fund ⁽¹⁾	
	Proposition A Base Share %	MR Percentage Share	Bus Operations Allocation	Federal Section 5307 Capital Allocation Formula Share	\$ Allocation
<u>Included Operators:</u>					
1 Metro Bus Operations	74.4030%	69.4420%	\$ 144,114,288	64.4767%	\$ 6,447,665
2 Arcadia	0.0887%	0.0828%	171,747	0.1734%	17,338
3 Claremont	0.0309%	0.0288%	59,801	0.0214%	2,141
4 Commerce	0.1252%	0.1169%	242,579	0.3655%	36,547
5 Culver City	1.3850%	1.2926%	2,682,590	1.3729%	137,292
6 Foothill Transit ⁽²⁾	6.5710%	6.1329%	12,727,717	8.9586%	895,860
7 Gardena	1.3662%	1.2751%	2,646,251	1.0475%	104,746
8 La Mirada	0.0214%	0.0199%	41,399	0.0633%	6,332
9 Long Beach	6.2508%	5.8340%	12,107,367	6.8259%	682,588
10 Montebello	2.0425%	1.9063%	3,956,202	1.4895%	148,947
11 Norwalk	0.7615%	0.7107%	1,475,001	0.6914%	69,139
12 Redondo Beach DR	0.0189%	0.0177%	36,630		
13 Redondo Beach MB	0.1502%	0.1402%	290,982	0.3327%	33,273
14 Santa Monica	5.1412%	4.7984%	9,958,269	4.1097%	410,967
15 Torrance	1.6435%	1.5339%	3,183,310	1.2461%	124,613
<u>Eligible Operators:</u>					
16 Antelope Valley	1.6615%	1.5507%	3,218,148	2.0874%	208,744
17 Santa Clarita	1.0128%	0.9452%	1,961,691	1.8243%	182,427
18 LADOT Local	2.4825%	2.3170%	4,808,540		
19 LADOT Express	1.2433%	1.1604%	2,408,173	4.9138%	491,382
20 Foothill BSCP	0.7441%	0.6945%	1,441,294	-	-
21 Total Municipal Operators	32.7412%	30.5580%	63,417,690	35.5233%	3,552,335
22 Total Funds Allocated	107.1442%	100.0000%	\$ 207,531,978	100.0000%	\$ 10,000,000

Notes:

(1) Clean Fuel Capital Facilities and Rolling Stock Funds of \$10M will be allocated every even fiscal year.

(2) Foothill Transit Clean Fuel allocation includes the allocation for the Foothill BSCP.

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

MEASURE M 20% TRANSIT OPERATIONS

(Metro and Municipal Providers)

Operators		Measure M Percentage Share ⁽¹⁾	\$ Allocation
<u>Included Operators:</u>			
1	Metro Bus Operations	69.4420%	\$ 142,555,807
2	Arcadia	0.0828%	169,890
3	Claremont	0.0288%	59,155
4	Commerce	0.1169%	239,956
5	Culver City	1.2926%	2,653,580
6	Foothill Transit	6.1329%	12,590,077
7	Gardena	1.2751%	2,617,634
8	La Mirada	0.0199%	40,952
9	Long Beach	5.8340%	11,976,436
10	Montebello	1.9063%	3,913,419
11	Norwalk	0.7107%	1,459,050
12	Redondo Beach DR	0.0177%	36,233
13	Redondo Beach MB	0.1402%	287,835
14	Santa Monica	4.7984%	9,850,578
15	Torrance	1.5339%	3,148,885
<u>Eligible Operators:</u>			
16	Antelope Valley	1.5507%	3,183,347
17	Santa Clarita	0.9452%	1,940,477
18	LADOT Local	2.3170%	4,756,540
19	LADOT Express	1.1604%	2,382,131
20	Foothill BSCP	0.6945%	1,425,707
21	Total Municipal Operators	30.5580%	62,731,878
22	Total Funds Allocated	100.0000%	\$ 205,287,685

Notes:

(1) Metro adheres to the Measure R allocation methodology for Measure M 20% fund allocations.

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

Senate Bill 1 - Road Repair and Accountability Act of 2017

	Operators	Measure R % Share ⁽¹⁾	State Transit Assistance	State of Good Repair ⁽²⁾	Total
	<u>Included Operators:</u>				
1	Metro Bus Operations	69.4420%	\$ 62,004,236	\$ 23,305,689	\$ 85,309,925
2	Arcadia	0.0828%	73,893	27,774	101,667
3	Claremont	0.0288%	25,729	9,671	35,400
4	Commerce	0.1169%	104,368	39,229	143,597
5	Culver City	1.2926%	1,154,167	433,820	1,587,986
6	Foothill Transit	6.1329%	5,476,017	2,058,285	7,534,302
7	Gardena	1.2751%	1,138,532	427,943	1,566,475
8	La Mirada	0.0199%	17,812	6,695	24,507
9	Long Beach	5.8340%	5,209,116	1,957,964	7,167,080
10	Montebello	1.9063%	1,702,130	639,784	2,341,914
11	Norwalk	0.7107%	634,609	238,532	873,142
12	Redondo Beach DR	0.0177%	15,760	5,924	21,683
13	Redondo Beach MB	0.1402%	125,193	47,057	172,250
14	Santa Monica	4.7984%	4,284,480	1,610,418	5,894,899
15	Torrance	1.5339%	1,369,598	514,794	1,884,393
	<u>Eligible Operators:</u>				
16	Antelope Valley	1.5507%	1,384,587	520,428	1,905,016
17	Santa Clarita	0.9452%	844,005	317,238	1,161,243
18	LADOT Local	2.3170%	2,068,843	777,621	2,846,465
19	LADOT Express	1.1604%	1,036,101	389,442	1,425,543
20	Foothill BSCP	0.6945%	620,107	233,081	853,188
21	Total Municipal Operators	30.5580%	27,285,049	10,255,701	37,540,749
22	County of Los Angeles		-	76,490	76,490
23	Total Funds Allocated	100.0000%	\$ 89,289,284	\$ 33,637,880	\$ 122,927,164

Notes:

(1) The STA and SGR portions of SB1 fund will be distributed based on Measure R allocation methodology.

(2) Preliminary estimates. Subject to the submittal of eligible projects.

LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
Fund Exchange between LA County Transit Operators & Metro

	Operators	LCTOP Share ⁽¹⁾	TDA 4 Fund Exchange ⁽²⁾	Prop A GOI / Prop C 40% Fund Exchange ⁽³⁾	Net Funds Available
1	Metro Bus Ops.		\$ (3,140,305)	\$ (1,035,635)	\$ (4,175,940)
2	Antelope Valley	\$ (360,886)		360,886	-
3	Arcadia	(28,533)	28,533		-
4	Claremont	(8,100)	8,100		-
5	Commerce	(75,201)	75,201		-
6	Culver City	(271,257)	271,257		-
7	Foothill Transit	-	-		-
8	Gardena	(244,514)	244,514		-
9	La Mirada	(15,529)	15,529		-
10	Long Beach	(1,074,873)	1,074,873		-
11	Montebello	-	-		-
12	Norwalk	(163,130)	163,130		-
13	Redondo Beach	(51,587)	51,587		-
14	Santa Clarita	(461,788)		461,788	-
15	Santa Monica	(844,105)	844,105		-
16	Torrance	(363,476)	363,476		-
17	Tier Two Operators				
18	Burbank	(66,930)		66,930	-
19	Glendale	(146,031)		146,031	-
20	Pasadena	-		-	-
21	TOTAL	\$ (4,175,940)	\$ -	\$ -	\$ (4,175,940)

Note:

(1) Estimated - To be adjusted based on actual allocations.

(2) Included Operators' share of LCTOP fund will be exchanged with Metro's TDA Article 4 allocation.

(3) LCTOP fund will be exchanged with Metro's "Foothill Mitigation Fund" share. Metro will allocate Proposition A Discretionary (95% of 40%) GOI fund to these operators.

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

TIER 2 OPERATORS ESTIMATED FUNDING LEVELS

Operators		Vehicle Service Miles FY24 data	Passenger Revenue	Base Fare	Fare Units (1)	50% VSM + 50% Fare Units	% Share		
1	LADOT Community Dash	3,786,526	\$ 1,003	\$ 0.50	16,808,232	10,297,379	4.9798%		
2	Glendale	782,544	490,286	1.00	2,187,836	1,485,190	0.7182%		
3	Pasadena	724,016	503,899	0.75	671,865	697,941	0.3375%		
4	Burbank	232,511	112,376	1.00	112,376	172,444	0.0834%		
5	Sub-Total	5,525,597	1,107,564		19,780,309	12,652,953	6.1189%		
6	Included and Eligible Operators	109,304,763	135,969,529		84,568,019	194,131,964	93.8811%		
7	Total	114,830,360	\$ 137,077,093		104,348,328	206,784,917	100.0000%		
			% Share	TDA Article 4 + Interest	STA + Interest	Proposition A 95% of 40% Discretionary	Total		
8	Funds Allocated to Included Operators			\$ 420,097,045	\$ 110,722,375	\$ 296,353,239	\$ 827,172,660		
Formula Equivalent Calculation									
9	LADOT Community Dash		4.9798%	\$ 20,919,797	\$ 5,513,701	\$ 14,757,661	\$ 41,191,159		
10	Glendale		0.7182%	3,017,260	795,241	2,128,496	5,940,997		
11	Pasadena		0.3375%	1,417,912	373,710	1,000,252	2,791,874		
12	Burbank		0.0834%	350,330	92,334	247,137	689,802		
13	Total		6.1189%	\$ 25,705,300	\$ 6,774,987	\$ 18,133,545	\$ 50,613,831		
Funds Allocated to Tier 2 Operators 17.19% (2)							MTA Allocations (3)	LCTOP fund Exchange (4)	FY26 Total Funds Available
Actual Allocation									
14	LADOT Community Dash		\$ 3,595,643	\$ 947,681	\$ 2,536,510	\$ 7,079,834	\$ -	\$ 7,079,834	
15	Glendale		518,599	136,684	365,841	1,021,124	146,031	1,167,155	
16	Pasadena		243,707	64,232	171,921	479,860	-	479,860	
17	Burbank		60,214	15,870	42,477	118,561	66,930	185,491	
18	Total		\$ 4,418,163	\$ 1,164,468	\$ 3,116,749	\$ 8,699,380	\$ 212,961	\$ 8,912,341	

	Prop A Incentive Allocation (5)	Before Tier 2 GOI Allocation	GOI Allocation Deduction	Net Prop A Incentive Allocation
19	LADOT Community Dash	\$ 2,865,746	\$ (492,557)	\$ 2,373,188
20	Glendale	492,811	(84,703)	408,108
21	Pasadena	426,911	(73,376)	353,534
22	Burbank	132,188	(22,720)	109,468
23	Total	\$ 3,917,656	\$ (673,357)	\$ 3,244,299

Notes:

(1) Funding Stability Policy is applied on LADOT and Glendale Fare Units.

(2) This percentage is applied as a deduction from Tier 2 Operators' Incentive Program allocations.

(3) The Board approved increasing the Tier 2 funding from \$6 million to \$8.2 million in FY24, with annual adjustments indexed to CPI. The CPI for FY26 is 3.0%.

(4) Burbank and Glendale's LCTOP fund will be exchanged with Metro's "Foothill Mitigation" Fund. Metro will allocate Prop A Discretionary (95% of 40%) GOI funds to these operators.

(5) Estimated - to be Adjusted to Actual apportionment.

II. LOCAL SUBSIDIES

PROPOSITION A 5% OF 40% DISCRETIONARY PROGRAMS

PRIORITY I: EXISTING SUB-REGIONAL PARATRANSIT PROJECTS ⁽¹⁾		Total Allocation
1	Agoura Hills	\$ 63,562
2	Antelope Valley, Elderly & Disabled	1,155,120
3	Culver City Community Transit and LA County	135,791
4	Gardena, Hawthorne and LA County	175,324
5	Glendale Paratransit and La Canada Flintridge	303,894
6	Inglewood Transit and Hawthorne	266,475
7	LA County (Whittier et al)	187,096
8	LA County (Willowbrook)	73,597
9	Los Angeles Taxi & Lift Van, City Ride ⁽²⁾	541,635
10	Los Angeles Dial-a-Ride, City Ride ⁽²⁾	1,939,700
11	Monrovia D.A.R. and LA County	284,900
12	Palos Verdes PTA D.A.R.	6,454
13	Palos Verdes PTA - PV Transit	702,850
14	Pasadena Community Transit, San Marino and LA County	650,775
15	Pomona Valley TA - E&D (Get About)	969,971
16	Pomona Valley TA General Public (VC)	93,167
17	Santa Clarita D.A.R.	2,018,673
18	West Hollywood (DAR)	218,627
19	Whittier (DAR)	485,596
20	TOTAL EXISTING SUB-REGIONAL PARATRANSIT PROJECTS	\$ 10,273,206
PRIORITY II: SERVICES THAT RECEIVE GROWTH OVER INFLATION (IF PROP A DISC. CANNOT FULLY FUND THESE SYSTEMS)		
21	City of L.A. - Bus Service Continuation Project/DASH/Central City Shuttle	\$ -
22	Santa Clarita - Local Fixed Route	-
23	Antelope Valley - Local Fixed Route	-
24	Foothill - Bus Service Continuation Project	-
25	(IF PROP A DISC. CANNOT FULLY FUND THESE	\$ -
26	PRIORITY III: APPROVED EXISTING EXPANDED PARATRANSIT	\$ -
27	PRIORITY IV: APPROVED NEW EXPANDED PARATRANSIT SERVICES	\$ -

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

PROPOSITION A 5% OF 40% DISCRETIONARY PROGRAMS (Continued)

(In Order of Priority)

Priority V: VOLUNTARY NTD DATA REPORTING (Estimated - to be Adjusted to Actual apportionment) FY23 NTD Report Year		Estimate	Tier 2 Deduction	Total Allocation
28	City of Alhambra (MB and DR)	\$ 160,719		\$ 160,719
29	City of Artesia (DR)	15,927		15,927
30	City of Azusa (DR)	47,431		47,431
31	City of Baldwin Park (MB and DR)	126,301		126,301
32	City of Bell (MB, DR and DT)	20,953		20,953
33	City of Bell Gardens (MB and DR)	71,636		71,636
34	City of Bellflower (MB and DR)	48,795		48,795
35	City of Burbank (MB)* (2)	132,188	(22,720)	109,468
36	City of Calabasas (MB and DR)	53,344		53,344
37	City of Carson (MB, DR and DT)	67,719		67,719
38	City of Cerritos (MB and DR)	80,183		80,183
39	City of Compton (MB and DR)	102,926		102,926
40	City of Covina (DR)	28,531		28,531
41	City of Cudahy (MB and DR)	26,615		26,615
42	City of Downey (MB and DR)	82,441		82,441
43	City of Duarte (MB)	-		-
44	City of El Monte (MB and DR)	134,167		134,167
45	City of Glendora (MB and DR)	52,917		52,917
46	City of Glendale (MB)* (2)	492,811	(84,703)	408,108
47	City of Huntington Park (MB)	70,353		70,353
48	City of Los Angeles -- Community DASH* (MB) (2)	2,865,746	(492,557)	2,373,188
49	City of Los Angeles -- Department of Aging (DR) (2)	177,695		177,695
50	LA County Dept. of Public Works -- Avocado Heights (MB)	21,992		21,992
51	LA County Dept. of Public Works -- East Valinda (MB)	24,993		24,993
52	LA County Dept. of Public Works -- East LA (MB and DR)	144,857		144,857
53	LA County Dept. of Public Works -- Willowbrook (MB)	42,058		42,058
54	LA County Dept. of Public Works -- King Medical (MB)	19,277		19,277
55	LA County Dept. of Public Works -- Athens (MB)	20,888		20,888
56	LA County Dept. of Public Works -- Lennnox (MB)	16,203		16,203
57	LA County Dept. of Public Works -- South Whittier (MB)	109,816		109,816
58	LA County Dept. of Public Works -- Florance/Firestone (MB)	33,254		33,254
59	City of Lakewood (DR)	27,638		27,638
60	City of Lawndale (MB)	50,657		50,657
61	City of Lynwood (MB)	80,610		80,610
62	City of Malibu (DT)	2,891		2,891
63	City of Manhattan Beach (DR)	12,533		12,533
64	City of Maywood (MB and DR)	28,880		28,880
65	City of Monterey Park (MB and DR)	168,067		168,067
66	City of Pasadena (MB)*	426,911	(73,376)	353,534
67	City of Pico Rivera (DR)	12,983		12,983
68	City of Rosemead (MB and DR)	88,591		88,591
69	City of Santa fe Springs (DR)	9,654		9,654
70	City of South Gate (DT and MB)	134,944		134,944
71	City of South Pasadena (DR)	14,152		14,152
72	City of West Covina (MB and DR)	106,893		106,893
73	City of West Hollywood (MB)	63,600		63,600
74	TOTAL VOLUNTARY NTD DATA REPORTING	\$ 6,521,739	\$ (673,357)	\$ 5,848,382

PROPOSITION A 5% OF 40% DISCRETIONARY PROGRAMS (Continued)
(In Order of Priority)

PRIORITY VI: SPECIAL DEMONSTRATION PROJECTS		Total Allocation
75	Avalon Ferry Subsidy (3)	\$ 800,000
76	Avalon Transit Services (Jitney and Dial-a-Ride) (3)	200,000
77	Hollywood Bowl Shuttle Service	1,057,000
78	TOTAL SPECIAL DEMONSTRATION PROJECTS	\$ 2,057,000
79	Total funds	\$ 18,178,589
80	Reserves for contingencies (4)	119,028
81	TOTAL ESTIMATED REVENUE	\$ 18,297,617
82	Surplus (Deficit)	\$ -

NOTES:

- (1) Priority I allocations are now based on new Board approved Prop A Incentive guidelines.
- (2) Tier 2 Operators' share have been reduced by % of GOI Funding per Tier 2 Operators Funding Program.
- (3) Avalon's subsidy total remains unchanged. The City has requested that Metro adjust the Ferry and Land Transit subsidy from a \$7K/\$3K split to an \$8K/\$2K split, reflecting the increase in ferry fares.
- (4) These funds are held in reserve for future contingency purposes such as deficit years, growth over inflation, approved new or existing expanded paratransit services, and new NTD reporters.

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

LOCAL RETURN

& TDA Article 3 & 8

LOCAL JURISDICTION	Population DOF Report 2024 data ⁽¹⁾	Population as % of County	Proposition A Local Return Estimate ⁽²⁾	Proposition C Local Return Estimate ⁽²⁾	Measure R Local Return Estimate ⁽²⁾	Measure M Local Return Estimate	TDA Article 3 Ped & Bike (A)	TDA Article 8 (S & H)		Total
								Population	Article 8 Allocation	
1 AGOURA HILLS	19,841	0.2020%	\$ 513,238	\$ 425,717	\$ 319,288	\$ 361,860	\$ 15,859		\$ -	\$ 1,635,961
2 ALHAMBRA	81,811	0.8328%	2,116,249	1,755,373	1,316,529	1,492,067	65,351			6,745,568
3 ARCADIA	55,783	0.5678%	1,442,969	1,196,904	897,678	1,017,369	44,564			4,599,484
4 ARTESIA	16,019	0.1631%	414,372	343,711	257,783	292,154	12,806			1,320,826
5 AVALON	3,313	0.0337%	85,699	71,085	53,314	60,422	5,000	3,313	156,044	431,565
6 AZUSA	49,420	0.5030%	1,278,373	1,060,377	795,283	901,321	39,482			4,074,836
7 BALDWIN PARK	70,660	0.7193%	1,827,800	1,516,112	1,137,084	1,288,695	56,445			5,826,136
8 BELL	33,301	0.3390%	861,415	714,521	535,891	607,343	26,609			2,745,777
9 BELLFLOWER	76,990	0.7837%	1,991,541	1,651,931	1,238,948	1,404,141	61,500			6,348,063
10 BELL GARDENS	38,381	0.3907%	992,822	823,520	617,640	699,992	30,666			3,164,638
11 BEVERLY HILLS	31,806	0.3238%	822,743	682,443	511,833	580,077	25,415			2,622,510
12 BRADBURY	898	0.0091%	23,229	19,268	14,451	16,378	5,000			78,326
13 BURBANK	105,603	1.0749%	2,731,689	2,265,864	1,699,398	1,925,985	84,352			8,707,288
14 CALABASAS	22,742	0.2315%	588,279	487,962	365,972	414,768	18,176			1,875,157
15 CARSON	91,924	0.9357%	2,377,847	1,972,362	1,479,271	1,676,507	73,427			7,579,415
16 CERRITOS	47,806	0.4866%	1,236,623	1,025,746	769,310	871,885	38,193			3,941,757
17 CLAREMONT	37,686	0.3836%	974,844	808,607	606,455	687,316	30,111			3,107,333
18 COMMERCE	12,124	0.1234%	313,618	260,138	195,103	221,117	9,696			999,672
19 COMPTON	93,671	0.9535%	2,423,038	2,009,846	1,507,385	1,708,369	74,823			7,723,460
20 COVINA	50,485	0.5139%	1,305,922	1,083,228	812,421	920,744	40,332			4,162,648
21 CUDAHY	22,210	0.2261%	574,518	476,547	357,411	405,065	17,751			1,831,292
22 CULVER CITY	40,213	0.4093%	1,040,211	862,828	647,121	733,404	32,129			3,315,692
23 DIAMOND BAR	53,335	0.5429%	1,379,645	1,144,379	858,284	972,722	42,609			4,397,639
24 DOWNEY	111,493	1.1349%	2,884,049	2,392,243	1,794,182	2,033,406	89,056			9,192,936
25 DUARTE	23,656	0.2408%	611,922	507,573	380,680	431,437	18,906			1,950,519
26 EL MONTE	106,786	1.0870%	2,762,290	2,291,247	1,718,435	1,947,560	85,297			8,804,830
27 EL SEGUNDO	16,964	0.1727%	438,817	363,987	272,990	309,389	13,561			1,398,744
28 GARDENA	60,028	0.6110%	1,552,776	1,287,987	965,990	1,094,789	47,954			4,949,496
29 GLENDALE	191,586	1.9502%	4,955,857	4,110,753	3,083,065	3,494,140	153,022			15,796,837
30 GLENORA	51,209	0.5213%	1,324,651	1,098,763	824,072	933,948	40,911			4,222,344
31 HAWAIIAN GARDENS	13,560	0.1380%	350,764	290,949	218,212	247,307	10,842			1,118,074
32 HAWTHORNE	85,566	0.8710%	2,213,381	1,835,942	1,376,956	1,560,550	68,350			7,055,179
33 HERMOSA BEACH	19,088	0.1943%	493,759	409,560	307,170	348,126	15,257			1,573,874
34 HIDDEN HILLS	1,727	0.0176%	44,673	37,055	27,791	31,497	5,000			146,017
35 HUNTINGTON PARK	53,219	0.5417%	1,376,644	1,141,890	856,418	970,607	42,516			4,388,075

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

LOCAL RETURN

& TDA Article 3 & 8 (Continued)

LOCAL JURISDICTION	Population DOF Report 2023 data ⁽¹⁾	Population as % of County	Proposition A Local Return Estimate ⁽²⁾	Proposition C Local Return Estimate ⁽²⁾	Measure R Local Return Estimate ⁽²⁾	Measure M Local Return Estimate	TDA Article 3 Ped & Bike (A)	TDA Article 8 (S & H)		Total
								Population	Article 8 Allocation	
36 INDUSTRY (B)	426	0.0043%	11,020	9,140	6,855	7,769	-			34,785
37 INGLEWOOD	106,065	1.0796%	2,743,640	2,275,777	1,706,833	1,934,411	84,721			8,745,381
38 IRWINDALE	1,499	0.0153%	38,775	32,163	24,122	27,339	5,000			127,400
39 LA CANADA-FLINTRIDGE	20,048	0.2041%	518,592	430,159	322,619	365,635	16,024			1,653,029
40 LA HABRA HEIGHTS	5,488	0.0559%	141,961	117,753	88,315	100,090	5,000			453,119
41 LAKEWOOD	80,162	0.8160%	2,073,593	1,719,991	1,289,993	1,461,992	64,034	172,631	8,131,009	6,609,603
42 LA MIRADA	48,077	0.4894%	1,243,633	1,031,561	773,671	876,827	38,409			3,964,102
43 LANCASTER	172,631	1.7572%	4,465,538	3,704,046	2,778,035	3,148,439	137,883			22,364,951
44 LA PUENTE	37,459	0.3813%	968,972	803,737	602,803	683,176	29,929			3,088,617
45 LA VERNE	31,697	0.3226%	819,923	680,105	510,079	578,089	25,327			2,613,523
46 LAWDALE	30,855	0.3141%	798,143	662,038	496,529	562,733	24,655	166,055	7,821,276	2,544,098
47 LOMITA	20,320	0.2068%	525,628	435,995	326,996	370,596	16,241			1,675,456
48 LONG BEACH	458,813	4.6703%	11,868,361	9,844,493	7,383,370	8,367,819	366,441			37,830,482
49 LOS ANGELES CITY	3,814,318	38.8262%	98,666,997	81,841,678	61,381,258	69,565,426	3,461,663			314,917,023
50 LYNWOOD	66,271	0.6746%	1,714,267	1,421,940	1,066,455	1,208,649	52,940			5,464,250
51 MALIBU	10,621	0.1081%	274,739	227,889	170,917	193,706	8,495			875,745
52 MANHATTAN BEACH	34,195	0.3481%	884,540	733,703	550,277	623,647	27,322			2,819,490
53 MAYWOOD	24,451	0.2489%	632,487	524,631	393,474	445,937	19,541			2,016,069
54 MONROVIA	38,087	0.3877%	985,217	817,211	612,909	694,630	30,431			3,140,397
55 MONTEBELLO	61,930	0.6304%	1,601,976	1,328,797	996,598	1,129,478	49,473			5,106,322
56 MONTEREY PARK	59,347	0.6041%	1,535,160	1,273,375	955,031	1,082,369	47,410	166,055	7,821,276	4,893,346
57 NORWALK	101,172	1.0298%	2,617,070	2,170,791	1,628,093	1,845,172	80,813			8,341,939
58 PALMDALE	166,055	1.6903%	4,295,433	3,562,949	2,672,212	3,028,506	132,632			21,513,008
59 PALOS VERDES ESTATE	12,974	0.1321%	335,605	278,376	208,782	236,619	10,374			1,069,757
60 PARAMOUNT	52,153	0.5309%	1,349,069	1,119,018	839,263	951,165	41,665			4,300,180
61 PASADENA	139,692	1.4219%	3,613,487	2,997,293	2,247,970	2,547,699	111,577			11,518,025
62 PICO RIVERA	60,820	0.6191%	1,573,263	1,304,981	978,735	1,109,233	48,586			5,014,799
63 POMONA	152,166	1.5489%	3,936,159	3,264,940	2,448,705	2,775,199	121,539			12,546,543
64 RANCHO PALOS VERDES	40,919	0.4165%	1,058,474	877,976	658,482	746,280	32,693			3,373,904
65 REDONDO BEACH	68,239	0.6946%	1,765,175	1,464,166	1,098,124	1,244,541	54,511			5,626,517
66 ROLLING HILLS	1,677	0.0171%	43,380	35,982	26,987	30,585	5,000			141,934
67 ROLLING HILLS ESTATES	8,534	0.0869%	220,754	183,109	137,332	155,643	6,829			703,666
68 ROSEMEAD	50,541	0.5145%	1,307,371	1,084,430	813,322	921,765	40,377			4,167,266
69 SAN DIMAS	33,920	0.3453%	877,427	727,802	545,852	618,632	27,103			2,796,816
70 SAN FERNANDO	23,643	0.2407%	611,586	507,295	380,471	431,200	18,895			1,949,447

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

LOCAL RETURN

& TDA Article 3 & 8 (Continued)

LOCAL JURISDICTION	Population DOF Report 2023 data ⁽¹⁾	Population as % of County	Proposition A Local Return Estimate ⁽²⁾	Proposition C Local Return Estimate ⁽²⁾	Measure R Local Return Estimate ⁽²⁾	Measure M Local Return Estimate	TDA Article 3 Ped & Bike (A)	TDA Article 8 (S & H)		Total
								Population	Article 8 Allocation	
71 SAN GABRIEL	38,613	0.3930%	998,823	828,497	621,373	704,223	30,851			3,183,767
72 SAN MARINO	12,379	0.1260%	320,214	265,609	199,207	225,768	9,899			1,020,698
73 SANTA CLARITA	230,428	2.3455%	5,960,604	4,944,164	3,708,123	4,202,539	184,043	230,428	10,853,278	29,852,751
74 SANTA FE SPRINGS	18,640	0.1897%	482,171	399,948	299,961	339,956	14,900			1,536,935
75 SANTA MONICA	92,912	0.9458%	2,403,404	1,993,561	1,495,170	1,694,526	74,216			7,660,878
76 SIERRA MADRE	10,909	0.1110%	282,189	234,068	175,551	198,958	8,725			899,492
77 SIGNAL HILL	11,448	0.1165%	296,132	245,633	184,225	208,788	9,156			943,934
78 SOUTH EL MONTE	19,441	0.1979%	502,891	417,135	312,851	354,564	15,539			1,602,980
79 SOUTH GATE	92,729	0.9439%	2,398,670	1,989,634	1,492,226	1,691,189	74,070			7,645,789
80 SOUTH PASADENA	26,270	0.2674%	679,540	563,661	422,745	479,112	20,993			2,166,051
81 TEMPLE CITY	35,975	0.3662%	930,585	771,895	578,922	656,111	28,744			2,966,257
82 TORRANCE	142,910	1.4547%	3,696,729	3,066,340	2,299,755	2,606,389	114,147			11,783,359
83 VERNON	205	0.0021%	5,303	4,399	3,299	3,739	5,000			21,739
84 WALNUT	27,867	0.2837%	720,851	597,927	448,445	508,238	22,269			2,297,728
85 WEST COVINA	109,105	1.1106%	2,822,277	2,341,005	1,755,754	1,989,854	87,149			8,996,038
86 WEST HOLLYWOOD	35,075	0.3570%	907,304	752,585	564,438	639,697	28,025			2,892,049
87 WESTLAKE VILLAGE	7,902	0.0804%	204,405	169,549	127,162	144,116	6,324			651,556
88 WHITTIER	87,527	0.8909%	2,264,108	1,878,018	1,408,513	1,596,315	69,916			7,216,869
89 UNINCORP LA COUNTY	997,587	10.1545%	25,805,115	21,404,664	16,053,498	18,193,964	1,765,933	136,022	6,406,706	89,629,879
90 TOTAL	9,824,091	100.0000%	\$ 254,125,000	\$ 210,790,000	\$ 158,092,500	\$ 179,171,500	\$ 9,254,395	708,449	\$ 33,368,313	\$ 844,801,708

NOTES:

(1) Population estimates are based on State of California Department of Finance's (DOF) 2024 population estimates. The Unincorporated Population figure for TDA Article 8 is based on 2007 estimates by Urban Research.

(2) Proposition A, Proposition C, Measure R and Measure M Local Return funds are allocated their share of estimated revenues (minus administration) without carryover since payments are made based on actual revenues received.

TDA Article 3 Allocation:

(A) 15% of the estimated revenue is first awarded to the City of Los Angeles and Los Angeles County (30%-70% split) as Supplemental Allocation.

(B) City of Industry has opted out of the TDA Article 3 program indefinitely.

III. BUS TRANSIT SUBSIDIES

Federal Formula Grants

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

FEDERAL FORMULA GRANTS REVENUE ESTIMATES ⁽¹⁾

Los Angeles County Share of Los Angeles-Long Beach-Anaheim UZA

1	Section 5307 Urbanized Area Formula Grants:		
	Estimated Revenue		\$ 317,393,172
2		Estimated Revenue	\$ 317,393,172
3		Off the Top:	
		1% Enhancement Allocation	<u>(3,173,932)</u>
4			\$ 314,219,240
5		85% Formula Allocation	\$ 267,086,354
6		Allocated to LTSS	\$ 5,000,000
7		Allocated to Munis	\$ 262,086,354
8		15% Discretionary Allocation	<u>47,132,886</u>
9			\$ 314,219,240
10	Section 5339 Bus and Bus Facilities Formula Grants:		
	Estimated Revenue		\$ 24,345,031
	Section 5337 State of Good Repair (LA County Share of LA UZA 2):		
	High Intensity Fixed Guideway:		
11	Directional Route Miles (DRM) Generated	\$ 51,565,413	
12	Vehicle Revenue Miles (VRM) Generated	<u>90,613,988</u>	
13		\$ 142,179,401	
	High Intensity Motorbus:		
14	Directional Route Miles (DRM) Generated	\$ 3,862,677	
15	Vehicle Revenue Miles (VRM) Generated	<u>5,455,677</u>	
16		\$ 9,318,354	
17	Section 5337 State of Good Repair Total Estimated Revenue		\$ 151,497,755
18	Total Federal Formula Funds Available		\$ 493,235,958

Note:

(1) Funding based on assumption of full Congressional authorization of the Infrastructure Investment and Jobs Act (IIJA).

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

FEDERAL FORMULA GRANTS (Estimated - to be Adjusted to Actual apportionment)

Operators	Urbanized Formula Program (Section 5307)			Bus & Bus Facilities (Section 5339)			State of Good Repair (Section 5337)			Total
	Allocation	Fund Exchanges	Adjusted Allocation	Allocation	Fund Exchange	Adjusted Allocation	Allocation	Fund Exchange	Adjusted Allocation	
Included Operators:										
1 Metro Bus Operations	\$ 203,799,416	\$ (15,211,542)	\$ 188,587,874	\$ 16,315,317	\$ 8,029,714	\$ 24,345,031	\$ 143,955,928	\$ 7,541,829	\$ 151,497,755	\$ 364,430,660
Municipal Operators:										
2 Arcadia	476,515	44,263	520,778	44,263	(44,263)	-	-	-	-	520,778
3 Claremont	58,801	5,462	64,263	5,462	(5,462)	-	-	-	-	64,263
4 Commerce	6,777,406	92,351	6,869,757	92,351	(92,351)	-	-	-	-	6,869,757
5 Culver City	6,130,565	348,179	6,478,744	348,179	(348,179)	-	-	-	-	6,478,744
6 Foothill Transit	27,349,401	8,320,625	35,670,025	2,280,378	(2,280,378)	-	6,040,247	(6,040,247)	-	35,670,025
7 Gardena	2,858,835	265,555	3,124,390	265,555	(265,555)	-	-	-	-	3,124,390
8 La Mirada	173,912	16,155	190,067	16,155	(16,155)	-	-	-	-	190,067
9 Long Beach	23,729,546	1,585,774	25,315,320	1,729,558	(1,729,558)	-	216,215	(216,215)	-	25,315,320
10 Montebello	6,918,472	377,817	7,296,289	377,817	(377,817)	-	-	-	-	7,296,289
11 Norwalk	4,539,235	175,583	4,714,818	175,583	(175,583)	-	-	-	-	4,714,818
12 Redondo Beach	912,263	84,740	997,003	84,740	(84,740)	-	-	-	-	997,003
13 Santa Monica	13,799,155	1,132,055	14,931,210	1,042,316	(1,042,316)	-	89,739	(89,739)	-	14,931,210
14 Torrance	3,407,937	316,561	3,724,498	316,561	(316,561)	-	-	-	-	3,724,498
15 Sub-Total	97,132,044	12,765,117	109,897,162	6,778,917	(6,778,917)	-	6,346,201	(6,346,201)	-	109,897,162
Eligible Operators:										
16 Antelope Valley	-	-	-	-	-	-	-	-	-	-
17 LADOT	16,461,712	2,446,425	18,908,137	1,250,797	(1,250,797)	-	1,195,628	(1,195,628)	-	18,908,137
18 Santa Clarita	-	-	-	-	-	-	-	-	-	-
19 Foothill BSCP	-	-	-	-	-	-	-	-	-	-
20 Sub-Total	16,461,712	2,446,425	18,908,137	1,250,797	(1,250,797)	-	1,195,628	(1,195,628)	-	18,908,137
21 Total Excluding Metro	113,593,756	15,211,542	128,805,299	8,029,714	(8,029,714)	-	7,541,829	(7,541,829)	-	128,805,299
22 Grand Total	\$ 317,393,172	\$ -	\$ 317,393,172	\$ 24,345,031	\$ -	\$ 24,345,031	\$ 151,497,755	\$ -	\$ 151,497,755	\$ 493,235,958

Note: Totals may not add due to rounding.

**Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations**

ATTACHMENT A

**Federal Section 5307 Capital Allocation
FISCAL YEAR 2026**

FEDERAL SECTION 5307 CAPITAL ALLOCATION

(Estimated - to be Adjusted to Actual apportionment)

	OPERATOR	LA UZA 2 NET FORMULA SHARE (1)	85% FORMULA ALLOCATION	LTSS Fund Exchange	15% DISCRETIONARY ALLOCATION ⁽²⁾		1% ENHANCEMENT ALLOCATION ⁽²⁾		TOTAL	TDA Fund Exchange	S5339/S5337 Fund Exchange ⁽³⁾	Total Funds Available
					Project Title	\$ Amount	Project Title	\$ Amount				
1	Antelope Valley	0.0000%	\$ -	\$ 5,000,000					\$ -		\$ -	\$ -
2	Arcadia	0.1818%	476,515						476,515		44,263	520,778
3	Claremont	0.0224%	58,801						58,801		5,462	64,263
4	Commerce	0.3793%	994,203		Zero-Emissions Bus Operations, Maintenance, and Administration Facility	\$ 5,560,000	Public Information Project	\$ 223,203	6,777,406		92,351	6,869,757
5	Culver City	1.4302%	3,748,318		40' Bus Replacement	2,382,247			6,130,565		348,179	6,478,744
6	Foothill Transit	9.3669%	24,549,401		Battery-Electric Bus Charger Replacement	2,800,000			27,349,401		8,320,625	35,670,025
7	Gardena	1.0908%	2,858,835						2,858,835		265,555	3,124,390
8	LADOT	5.1378%	13,465,452		Sylmar Bus Yard Electrification	2,096,410	Universal Bike Rack	899,850	16,461,712		2,446,425	18,908,137
9	La Mirada	0.0664%	173,912						173,912		16,155	190,067
10	Long Beach Transit	7.1044%	18,619,556		Fleet Replacement	4,010,390	Enhancing Customer Information	739,600	23,729,546	(4) (360,000)	1,945,774	25,315,320
11	Montebello	1.5519%	4,067,385		SCR TTC Allocations	360,000						
12	Metro Bus Operations (5)	67.0170%	175,642,492		Hydrogen Fuel Cell Electric Battery Replacement Buses	2,051,087	Bus Stop Improvement Project (BSIP)	800,000	6,918,472		377,817	7,296,289
13	Norwalk	0.7212%	1,890,235		LA Metro Division 7 Bus Charging Infrastructure Project	23,156,924			203,799,416	(4) 360,000	(15,571,542)	188,587,874
14	Redondo Beach	0.3481%	912,263		Multi-Level Parking Structure Expansion Project	2,457,000	Transit Plaza beautification Project	192,000	4,539,235		175,583	4,714,818
15	Santa Clarita	0.0000%	-						912,263		84,740	997,003
16	Santa Monica	4.2814%	11,221,048						-		-	-
17	Torrance	1.3003%	3,407,937		Replacement of 40-foot Buses	2,578,108			13,799,155		1,132,055	14,931,210
18	TOTAL	100.0000%	\$ 262,086,354	\$ 5,000,000		\$ 47,452,165		\$ 2,854,653	\$ 317,393,172	\$ -	\$ -	\$ 317,393,172

Notes: Total may not add due to rounding.

(1) Beginning with the FY24 apportionments, AVTA and Santa Clarita no longer report their NTD data under the LA-LB-OC UZA. Instead, they now report exclusively under the Palmdale-Lancaster and/or Santa Clarita UZAs. As a result, they are no longer included in the federal funding allocation for the LA UZA.

(2) The total of \$319,279 remaining from 1% Enhancement Allocations has been added to the 15% Discretionary allocation funds, as approved by the BOS.

(3) Operators' share of Section 5337 and 5339 will be exchanged with Metro's share of Section 5307 allocation.

(4) Allocations for the Southern California Regional Transit Training Consortium (SCR TTC) will be facilitated by Long Beach Transit. These funds will be exchanged with Metro's TDA 4 allocation.

(5) The Infrastructure Investment Jobs Act (IIJA) resulted in greater than expected Federal 5307 grant funding. Thus, the Board approved in June 2022 to allocate these funds to LTSS, as follows: \$10 million (FY22), \$5 million (FY24), and \$5 million (FY26). Metro will exchange these funding amounts with PC 40.

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

FEDERAL SECTION 5337 - STATE OF GOOD REPAIR

(Estimated - to be Adjusted to Actual apportionment)

LOS ANGELES COUNTY SHARE (UZA 2)		Directional Route Miles (DRM) Allocation		Vehicle Revenue Miles (VRM) Allocation			Total \$ Allocation	Fund Exchange (1)	Net Funds Available ⁽¹⁾	
		DRM	DRM%	DRM \$Allocation	VRM	VRM%				VRM \$Allocation
High Intensity Fixed Guideway:										
1	Metro (Including Metrolink)	506.0	99.783%	\$ 51,453,557	25,453,596	98.769%	\$ 89,498,238	\$ 140,951,795	\$ 1,227,608	\$ 142,179,402
2	Long Beach Transit	0.5	0.099%	50,843	47,032	0.183%	165,371	216,215	(216,215)	-
3	Santa Monica	0.6	0.118%	61,012	8,170	0.032%	28,727	89,739	(89,739)	-
4	Foothill Transit	-	0.000%	-	262,121	1.017%	921,652	921,653	(921,653)	-
5	Sub-total	507.1	100.000%	51,565,413	25,770,919	100.000%	90,613,988	142,179,402	-	142,179,402
High Intensity Motorbus:										
6	Foothill Transit	39.4	26.785%	1,034,599	1,528,527	74.858%	4,083,995	5,118,593	(5,118,593)	-
7	LADOT	35.1	23.861%	921,686	102,529	5.021%	273,942	1,195,628	(1,195,628)	-
8	Metro Bus Operations	72.6	49.354%	1,906,393	410,854	20.121%	1,097,740	3,004,133	6,314,220	9,318,353
9	Sub-total	147.1	100.00%	3,862,677	2,041,910	100.000%	5,455,677	9,318,353	-	9,318,353
10	Total LA County Share - UZA 2	654.20		\$ 55,428,090	27,812,829	200.000%	\$ 96,069,665	\$ 151,497,755	\$ -	\$ 151,497,755

Note:

(1) Operators' share of Section 5337 will be exchanged with Metro's share of Section 5307 allocation.

FEDERAL SECTION 5339 - BUS AND BUS CAPITAL ALLOCATION

(Estimated - to be Adjusted to Actual apportionment)

	OPERATOR	LA UZA 2 NET FORMULA SHARE	Net Formula Share	Fund Exchange	Net Funds Available ⁽¹⁾
1	Antelope Valley	0.0000%	\$ -	\$ -	\$ -
2	Arcadia	0.1818%	44,263	(44,263)	-
3	Claremont	0.0224%	5,462	(5,462)	-
4	Commerce	0.3793%	92,351	(92,351)	-
5	Culver City	1.4302%	348,179	(348,179)	-
6	Foothill Transit	9.3669%	2,280,378	(2,280,378)	-
7	Gardena	1.0908%	265,555	(265,555)	-
8	LADOT	5.1378%	1,250,797	(1,250,797)	-
9	La Mirada	0.0664%	16,155	(16,155)	-
10	Long Beach	7.1044%	1,729,558	(1,729,558)	-
11	Montebello	1.5519%	377,817	(377,817)	-
12	Metro Bus Operations	67.0170%	16,315,317	8,029,714	24,345,031
13	Norwalk	0.7212%	175,583	(175,583)	-
14	Redondo Beach	0.3481%	84,740	(84,740)	-
15	Santa Clarita	0.0000%	-	-	-
16	Santa Monica	4.2814%	1,042,316	(1,042,316)	-
17	Torrance	1.3003%	316,561	(316,561)	-
18	TOTAL	100.0000%	\$ 24,345,031	\$ -	\$ 24,345,031

Note:

(1) Operators' share of Section 5339 will be exchanged with Metro's share of Section 5307 allocation.

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

**Federal Section 5307 Capital Allocation
FISCAL YEAR 2026**

CAPITAL ALLOCATION % SHARE CALCULATION

	OPERATOR	MILEAGE CALCULATION (FY24 data)				ACTIVE FLEET CALCULATION (FY24 data)						
		Local Vehicle Miles [Input]	Express Vehicle Miles [Input]	Total Miles Weighted 60% Local/ 40% Express	1/3 Weight	Active Fleet (2) [Input]	Peak Bus Fixed Route (3) [Input]	Allowable Peak Bus (Peak+20%)	DAR Seats (4) [Input]	Bus Eqvt. (44 Seats per Bus)	Total Active Vehicle	1/3 Weight
1	Antelope Valley	0	0	0	0.0000%	0	0	0.0	0	0.0	-	0.0000%
2	Arcadia DR	80,113	-	48,068	0.0215%	0	0	0.0	86	2.0	2.0	0.0206%
3	Arcadia MB	216,743	-	130,046	0.0583%	9	6	7.2	0	0.0	7.2	0.0760%
4	Claremont	34,339	-	20,603	0.0092%	0	0	0.0	50	1.1	1.1	0.0120%
5	Commerce	571,239	-	342,743	0.1536%	17	10	12.0	64	1.5	13.5	0.1421%
6	Culver City	1,543,218	-	925,931	0.4151%	60	40	48.0	0	0.0	48.0	0.5069%
7	Foothill Transit	14,018,899	1,864,300	9,157,059	4.1048%	352	299	352.0	0	0.0	352.0	3.7175%
8	Gardena	1,320,838	-	792,503	0.3552%	46	25	30.0	55	1.3	31.3	0.3300%
9	LADOT	4,741,236	3,256,835	4,147,476	1.8592%	253	209	250.8	0	0.0	250.8	2.6487%
10	La Mirada	60,447	-	36,268	0.0163%	0	0	0.0	182	4.1	4.1	0.0437%
11	Long Beach	7,543,401	-	4,526,041	2.0289%	234	196	234.0	40	0.9	234.9	2.4809%
12	Montebello	1,716,217	40,584	1,045,964	0.4689%	55	41	49.2	40	0.9	50.1	0.5292%
13	Metro Bus Operations	78,023,186	4,520,708	48,622,195	21.7955%	2,059	1,605	1,926.0	0	0.0	1,926.0	20.3404%
14	Norwalk	975,664	-	585,398	0.2624%	34	20	24.0	0	0.0	24.0	0.2535%
15	Redondo Beach	463,334	-	278,000	0.1246%	14	14	14.0	75	1.7	15.7	0.1659%
16	Santa Clarita	0	0	0	0.0000%	0	0	0.0	0	0.0	-	0.0000%
17	Santa Monica	4,428,353	48,280	2,676,324	1.1997%	194	124	148.8	0	0.0	148.8	1.5715%
18	Torrance	1,361,113	524,538	1,026,483	0.4601%	59	38	45.6	54	1.2	46.8	0.4945%
19	TOTAL	117,098,340	10,255,245	74,361,102	33.3333%	3,386	2,627	3,141.6	646	14.7	3,156.3	33.3333%

Notes:

(1) Beginning with the FY24 apportionments, AVTA and Santa Clarita no longer report their NTD data under the LA-LB-OC UZA. Instead, they now report exclusively under the Palmdale-Lancaster and/or Santa Clarita UZAs. As a result, they are no longer included in the federal funding allocation for the LA UZA.

Include only MTA Funded Programs:

(2) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode MB), Number of Active Vehicles in Fleet". LADOT's total active vehicles is reported separately.

(3) Source: NTD Report Form S-10 "Service Non-Rail (Mode MB), Vehicles Operated in Annual Maximum Service". LADOT's figure is from TPM excluding Community Dash.

(4) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode DR), Seating Capacity". Redondo Beach's Seating Capacity is apportioned between FAP and non-FAP vehicles.

Los Angeles County Metropolitan Transportation Authority
FY 2026 Transit Fund Allocations

ATTACHMENT A

Federal Section 5307 Capital Allocation
FISCAL YEAR 2026

CAPITAL ALLOCATION % SHARE CALCULATION (Continued)

	OPERATOR	FARE UNITS (FY24 data)				UNLINKED PASSENGERS (FY24 data)		Gross Formula Share	LA UZA 2 Net Formula Share
		Passenger Revenue [Input]	Base Fare \$ [Input]	Fare Units	1/2 of 1/3 Weight	Unlinked Passengers [Input]	1/2 of 1/3 Weight		
1	Antelope Valley	\$0	\$ 1.50	0	0.0000%	0	0.0000%	0.0000%	0.0000%
2	Arcadia DR	4,475	1.00	4,475	0.0009%	18,927	0.0011%	0.0442%	0.0442%
3	Arcadia MB	3,980	0.50	7,960	0.0016%	30,473	0.0017%	0.1377%	0.1377%
4	Claremont	4,392	2.50	1,757	0.0003%	14,853	0.0009%	0.0224%	0.0224%
5	Commerce ⁽¹⁾	-	-	259,614	0.0514%	561,711	0.0322%	0.3793%	0.3793%
6	Culver City	1,730,331	1.00	1,730,331	0.3428%	2,887,456	0.1654%	1.4302%	1.4302%
7	Foothill Transit	9,007,765	1.75	5,147,294	1.0197%	9,164,170	0.5250%	9.3669%	9.3669%
8	Gardena	1,419,497	1.00	1,419,497	0.2812%	2,170,007	0.1243%	1.0908%	1.0908%
9	LADOT	1,061,298	1.50	707,532	0.1402%	8,548,980	0.4898%	5.1378%	5.1378%
10	La Mirada	23,664	1.00	23,664	0.0047%	30,153	0.0017%	0.0664%	0.0664%
11	Long Beach	9,683,139	1.25	7,746,511	1.5345%	18,503,348	1.0601%	7.1044%	7.1044%
12	Montebello	2,185,313	1.10	1,986,648	0.3935%	2,798,186	0.1603%	1.5519%	1.5519%
13	Metro Bus Operations	101,307,257	1.75	57,889,861	11.4677%	234,123,837	13.4134%	67.0170%	67.0170%
14	Norwalk	883,420	1.25	706,736	0.1400%	1,140,644	0.0653%	0.7212%	0.7212%
15	Redondo Beach	215,422	1.00	215,422	0.0427%	260,615	0.0149%	0.3481%	0.3481%
16	Santa Clarita	-	1.00	0	0.0000%	0	0.0000%	0.0000%	0.0000%
17	Santa Monica	6,419,348	1.25	5,135,478	1.0173%	8,604,201	0.4930%	4.2814%	4.2814%
18	Torrance	1,151,812	1.00	1,151,812	0.2282%	2,050,332	0.1175%	1.3003%	1.3003%
19	TOTAL	\$135,101,113		84,134,593	16.6667%	290,907,893	16.6667%	100.0000%	100.0000%

Note:

(1) Commerce Fare Units are calculated as follows: ((Total Fare Units w/out MTA and Commerce) / (Total Unlinked Passengers w/out MTA and Commerce)) * Commerce Unlinked Passengers.

IV. METRO and MUNICIPAL OPERATORS' FUND EXCHANGE

FUND EXCHANGE BETWEEN LA COUNTY TRANSIT OPERATORS AND METRO

Operators	Municipal Operators			Metro		
	LCTOP	Federal Section 5307	Federal Sections 5339/5337	TDA 4	PA GOI / PC 40%	Federal Section 5307
1 Metro Bus Operations	\$ 4,175,940	\$ 5,360,000	\$ 15,571,542	\$ (3,500,305)	\$ (6,035,635)	\$ (15,571,542)
Municipal Operators:						
2 Arcadia	(28,533)	-	(44,263)	28,533	-	44,263
3 Claremont	(8,100)	-	(5,462)	8,100	-	5,462
4 Commerce	(75,201)	-	(92,351)	75,201	-	92,351
5 Culver City	(271,257)	-	(348,179)	271,257	-	348,179
6 Foothill Transit	-	-	(8,320,625)	-	-	8,320,625
7 Gardena	(244,514)	-	(265,555)	244,514	-	265,555
8 LADOT	-	-	(2,446,425)	-	-	2,446,425
9 La Mirada	(15,529)	-	(16,155)	15,529	-	16,155
10 Long Beach Transit ⁽¹⁾	(1,074,873)	(360,000)	(1,945,774)	1,434,873	-	1,945,774
11 Montebello	-	-	(377,817)	-	-	377,817
12 Norwalk	(163,130)	-	(175,583)	163,130	-	175,583
13 Redondo Beach	(51,587)	-	(84,740)	51,587	-	84,740
14 Santa Monica	(844,105)	-	(1,132,055)	844,105	-	1,132,055
15 Torrance	(363,476)	-	(316,561)	363,476	-	316,561
16 Antelope Valley	(360,886)	-	-	-	360,886	-
17 Santa Clarita	(461,788)	-	-	-	461,788	-
18 Glendale	(146,031)	-	-	-	146,031	-
19 Pasadena	-	-	-	-	-	-
20 Burbank	(66,930)	-	-	-	66,930	-
21 LTSS Allocation ⁽²⁾	-	(5,000,000)	-	-	5,000,000	-
22 Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

(1) Allocations for the Southern California Regional Transit Training Consortium (SCR TTC) will be facilitated by Long Beach Transit. These funds will be exchanged with Metro's TDA 4 allocation.

(2) The Infrastructure Investment Jobs Act (IIJA) resulted in greater than expected Federal 5307 grant funding. Thus, the Board approved in June 2022 to allocate these funds to LTSS, as follows: \$10 million (FY22) , \$5 million (FY24), and \$5 million (FY26). Metro will exchange these funding amounts with PC 40.

ATTACHMENT B

REVISED ZETCP-EQUIVALENT FUND ALLOCATIONS

Operators		SB1 - STA Allocation ⁽¹⁾	Original ZETCP Allocation ⁽²⁾	Revised ZETCP Allocation per State Budget Reduction ⁽²⁾⁽³⁾
<u>Included Operators:</u>				
1	Arcadia	0.0803%	\$ 128,657	\$ 47,954
2	Claremont	0.0282%	45,161	16,833
3	Commerce	0.1028%	164,790	61,422
4	Culver City	1.3009%	2,085,360	777,270
5	Foothill Transit	6.1695%	9,889,646	3,686,141
6	Gardena	1.2745%	2,042,965	761,469
7	La Mirada	0.0229%	36,667	13,667
8	Long Beach	5.7494%	9,216,219	3,435,136
9	Montebello	1.9764%	3,168,129	1,180,848
10	Norwalk	0.7545%	1,209,474	450,804
11	Redondo Beach DR	0.0143%	22,932	8,547
12	Redondo Beach MB	0.1796%	287,949	107,327
13	Santa Monica	4.9045%	7,861,768	2,930,295
14	Torrance	1.5116%	2,423,023	903,127
<u>Eligible Operators:</u>				
15	Antelope Valley	1.5593%	2,499,459	931,617
16	Santa Clarita	1.2974%	2,079,675	775,152
17	LADOT Local	2.2998%	3,686,505	1,374,061
18	LADOT Express	1.1688%	1,873,488	698,300
19	Foothill BSCP	0.6972%	1,117,544	416,539
20	Total Municipal Operators	31.0917%	\$ 49,839,411	\$ 18,576,508

Note:

(1) Based on FY24 SB1 Allocation Formula.

(2) This represents the total ZETCP allocation for all years of SB125.

(3) May be revised based on actual state fund allocation

Los Angeles County Metropolitan Transportation Authority
FY2026 Transit Fund Allocations

**RESOLUTION OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY FOR FISCAL YEAR 2025-2026 FOR LOCAL TRANSPORTATION,
TRANSPORTATION DEVELOPMENT ACT, AND STATE TRANSIT ASSISTANCE FUND
ALLOCATIONS**

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (LACMTA) is the designated Transportation Planning agency for the County of Los Angeles and is, therefore, responsible for the administration of the Transportation Development Act (TDA), Public Utilities Code Section 99200 et seq.; and

WHEREAS, under Chapter 2.5, Article 5, the State Transit Assistance Fund (STA) Section 6753, allocations to claimants shall be made and take effect by resolution and shall designate: 1) the fiscal year for which the allocation is made; 2) the amount allocated to the claimant for each of the purposes defined in Sections 6730 and 6731; and 3) any other terms and conditions of the allocation; and

WHEREAS, Section 6659 requires that allocation instructions be conveyed each year to the county auditor by a written memorandum of its executive director and accompanied by a certified copy of the authorizing resolution; and

WHEREAS, the resolution shall also specify conditions of payment and may call for a single payment, for payments as money becomes available, or for payment by installments monthly, quarterly, or otherwise; and

WHEREAS, the amount of a regional entity's allocation for a fiscal year that is not allocated to claimants for that fiscal year shall be available to the regional entity for allocation in the following fiscal year; and

WHEREAS, Section 6754 requires that the regional entity may allocate funds to an operator or a transit service claimant only if, in the resolution allocating the funds, it finds all of the following:

- a.1 The claimant's proposed expenditures are in conformity with the Regional Transportation Plan.
- a.2 The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the fare revenue requirements of PUC Section 99268.2, 99268.3, 99268.4, 99268.5, and 99268.9, as they may be applicable to the claimant.
- a.3 The claimant is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended.
- a.4 The sum of the claimant's allocations from the state transit assistance fund and from the local transportation fund does not exceed the amount the claimant is eligible to receive during the fiscal year.

ATTACHMENT C

**Los Angeles County Metropolitan Transportation Authority
FY2026 Transit Fund Allocations**

- a.5 Priority consideration has been given to claims to offset reductions on federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area wide public transportation needs.

WHEREAS, the regional entity may allocate funds to an operator for the purposes specified in Section 6730 only if, in the resolution allocating the funds, it finds all of the following:

- b.1 The operator has made a reasonable effort to implement the productivity improvements recommended pursuant to PUC Section 99244.
- b.2 A certification by the Department of the California Highway Patrol verifying that the operator is in compliance with Section 1808.1 of the Vehicle code, as required in PUC Section 99251. The certification shall have been completed within the last 13 month, prior to filing claims.
- b.3 The operator is in compliance with the eligibility requirements of PUC Section 99314.6 or 99314.7

WHEREAS, the regional entity may allocate funds to an operator to exchange funds pursuant to PUC Section 99314.4(b) only if, in the resolution allocating the funds made available pursuant to PUC Section 99231, it find that the operator is eligible to receive State Transit Assistance funds; and

WHEREAS, LACMTA staff in consultation with the Transit Operators and Cities has developed allocations in accordance with the Transportation Development Act as previously specified.

NOW THEREFORE,

- 1.0 The LACMTA Board of Directors approves the allocation of TDA and STA for the Fiscal Year 2025-26 to each claimant for each of the purposes as specified in Attachments A.
- 2.0 The Board of Directors hereby finds that a claimant's proposed expenditures are in conformity with the Regional Transportation Plan, the level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the fare revenue requirements; the claimant is making full use of federal funds

ATTACHMENT C

**Los Angeles County Metropolitan Transportation Authority
FY2026 Transit Fund Allocations**

available under the Urban Mass Transportation Act of 1964; the sum of the claimant's allocations from the State Transit Assistance fund and from the Local Transportation Fund does not exceed the amount the claimant is eligible to receive during the fiscal year; and that priority consideration has been given to claims to offset reductions on federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area wide public transportation needs.

- 3.0 The Board of Directors hereby finds that, for the purposes specified in Section 6730, the operators eligible for funding have made reasonable efforts to implement the productivity improvements recommended pursuant to PUC Section 99244. A certification by the Department of the California Highway Patrol verifying that the operator is in compliance with Section 1808.1 of the Vehicle Code, has been remitted. The operator is in compliance with the eligibility requirements of PUC Section 99314.6 or 99314.7.
- 4.0 The Board of Directors hereby authorizes that the operators listed in Attachment A are eligible to receive State Transit Assistance funds.
- 5.0 The Board of Directors hereby authorizes that the operators may receive payments upon meeting the requirements of the STA eligibility test and submittal of TDA and STA claims.

CERTIFICATION

The undersigned, duly qualified and acting as the Board Clerk of the Los Angeles County Metropolitan Transportation Authority, certifies that the foregoing is a true and correct representation of the Resolution adopted at a legally convened meeting of the Board of Directors of the Los Angeles County Metropolitan Transportation Authority held on June 26, 2025.

COLLETTE LANGSTON
Board Clerk

DATED:
(SEAL)

Los Angeles County Metropolitan Transportation Authority
FY26 Transit Fund Allocations

**Summary of Significant Information, Methodologies & Assumptions
for Revenue Estimates**

- Sales tax is projected to be \$1,070,0 million per ordinance, a decrease of 7.4% over the FY25 estimated revenue of \$1,156,0 million.
- Assumed Consumer price index (CPI) growth of 3.0% represents a composite index from several economic forecasting sources.
- Senate Bill (SB) 1, known as the Road Repair and Accountability Act of 2017, allocates formula funds to transit agencies for two different programs: 1) State of Good Repair (SGR) and 2) State Transit Assistance. SGR is a program funded by the increase in Vehicle License Fees. To be eligible for SGR funding, eligible transit agencies must comply with various reporting requirements. The second program augments the base of the State Transit Assistance program with a portion of the new sales tax on diesel fuel. Recipients are asked to provide supplemental reporting on the augmented State Transit Assistance funding received each fiscal year to allow for transparency and accountability of all SB 1 expenditures. Recipients are asked to report on the general uses of STA expenditures. These funds are allocated using FAP calculation methodology to Included and Eligible Operators.
- Pursuant to section 130004, up to 1 percent of annual TDA revenues shall be allocated to Metro and up to $\frac{3}{4}$ percent shall be allocated to Southern California Association of Governments (SCAG) for transportation planning and programming process. Beginning in FY20, Metro increased the TDA planning allocation to the full 1 percent of annual TDA revenues for Metro.
- Formula Equivalent funds are allocated by formula to Eligible Operators as defined in Section 99207.5 of the TDA guidelines, in lieu of TDA, STA, and Prop A 40% Discretionary funds. The source of these funds is 95% of the 40% Proposition A growth over the Consumer Price Index (CPI).
- Federal formula grants (urbanized Formula Section 5307, Bus and Bus Facilities Section 5339, and State of Good Repair Section 5337) are presented for budgetary purposes only and will be adjusted upon receipt of the final apportionments. Values included in the allocation of federal funding assume Congressional action to fully fund formula allocations in the amount represented in the Infrastructure Investment and Jobs Act (IIJA).
- Federal Sections 5307 and 5339 are calculated using the Capital Allocation Procedure (CAP) as adopted by the Bus Operations Subcommittee (BOS). Section 5337 is calculated based on the directional route miles and vehicle revenue miles formula used by the Federal Transit Administration (FTA).

Los Angeles County Metropolitan Transportation Authority
FY26 Transit Fund Allocations

Operators' shares of Sections 5339 and 5337 will be exchanged with Metro's share of Section 5307 allocation.

Bus Transit Subsidies (\$1,544.3M)

Formula Allocation Procedure (\$884.8M)

Allocations of transit subsidy funds (STA, TDA Article 4, and Proposition A 95% of 40% Discretionary) are based on the Formula Allocation Procedure (FAP) that was adopted by the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board of Directors and legislated through SB 1755 (Calderon – 1996). Los Angeles County Included and Eligible Operators' Transit Performance Measures (TPM) data is used for the FAP calculations. This data was validated and used in the calculations. The FAP uses 50% of operators' vehicle service miles and 50% of operators' fare units. (fare units are defined as operators' passenger revenues divided by operators' base cash fare).

In November 2008, the Board approved a Funding Stability Policy, where operators who increase their fares will have their fare units frozen at their level prior to the fare increase until such time that fare unit calculation based on the new higher fare becomes greater than the frozen level.

In FY08, the Board allocated \$18.0 million from the Prop A GOI fund to assist Tier 2 Operators, including LADOT Community Dash, Glendale, Pasadena, and Burbank fixed route transit programs. This allocation, based on the same methodology as the FAP, did not impact the existing Included and Eligible Operators. The program provided annual funding of \$6.0 million starting in FY11 and continued this funding level each year until FY24. Following the Board's approval, the funding cap was increased to \$8.2 million for FY24, with future annual allocations to be adjusted based on the Consumer Price Index (CPI). In FY26, Tier 2 operators will receive \$8.7 million in funding.

Measure R Allocations (\$217.5M)

- **Measure R 20% Bus Operations (\$207.5M)**

Measure R, approved by voters in November 2008, allocates 20% of the revenues for bus service operations, maintenance, and expansion. The 20% bus operations share is allocated using FAP calculation methodology to Included and Eligible Operators.

- **Clean Fuel Bus Capital Facilities and Rolling Stock Fund (\$10.0M)**

The Measure R ordinance also provides a lump sum allocation of \$150.0 million over the life of the ordinance for clean fuel and bus facilities. This fund is allocated to Metro and LA County Municipal Operators at \$10 million every even year.

Measure M 20% Transit Operations (\$205.3M)

Measure M was approved by voters of Los Angeles County in November 2016 to improve transportation and ease traffic congestion. As defined in Section 3 of the Measure M Ordinance, the 20% Transit Operations share is allocated according to FAP calculation methodology to Included and Eligible Operators.

Proposition C 5% Security (\$42.7M)

Ninety percent of Proposition C 5% Security fund is allocated to Los Angeles County transit operators and Metro Operations for security services. State law requires that each operator's share of funds be based on its share of unlinked boardings to total Los Angeles County unlinked boardings. The remaining ten percent is allocated to Metro to mitigate other security needs.

Proposition C 40% Discretionary Programs (\$71.1M)

The following programs are funded with Prop C 40% Discretionary funds:

- **Municipal Operators Service Improvement Program (MOSIP).** MOSIP was adopted by the Board in April 2001. The program is intended to provide bus service improvements to the transit dependent in Los Angeles County by reducing overcrowding and expanding services. In the past, funding was increased by 3% from the previous year's funding level. All Municipal Operators participate in this program and funds are allocated according to FAP calculation methodology.
- **Zero-Fare Compensation.** The City of Commerce is allocated an amount equivalent to its FAP share as compensation for having zero fare revenues.
- **Foothill Mitigation.** This fund is allocated to operators to mitigate the impact of Foothill becoming an Included Operator. The Foothill Mitigation Program is calculated similarly to the TDA and STA portion of the normal FAP, except that Foothill's data is frozen at its pre-inclusion level. The result of this calculation is then deducted from the TDA and STA portion of the normal FAP to arrive at the Foothill Mitigation funding level. This methodology was adopted by the BOS in November 1995.
- **Transit Service Expansion Program (TSE).** Created in 1990 to increase ridership by providing funds for additional services to relieve congestion, the TSE Program continues for eight Municipal Operators including Culver City, Foothill Transit, Gardena, Long Beach, Torrance, Antelope Valley, Santa Clarita, and LADOT for expansion or introduction of fixed-route bus service in congested corridors. Metro Operations does not participate in this program.

Los Angeles County Metropolitan Transportation Authority
FY26 Transit Fund Allocations

- **Base Re-Structuring Program (Base-Re).** The Base Restructuring Program continues for four Municipal Operators who added service before 1990. These operators are Commerce, Foothill Transit, Montebello, and Torrance.
- **Bus Service Improvement Program (BSIP).** Created in 1996 to provide additional buses on existing lines to relieve overcrowding, Metro Operations and all other Los Angeles County transit operators participate in this program, except for Claremont, Commerce, and La Mirada.

Senate Bill 1 (\$122.9M)

The following programs are funded with SB1:

- **State Transit Assistance (\$89.3M)**
- **State of Good Repair (\$33.6M)**

SB1 funds are allocated based on Measure R allocation methodology.

Local Subsidies (\$863.1M)

Proposition A Incentive Programs (\$18.3M)

In lieu of TDA Article 4.5, five percent (5%) of Proposition A 40% Discretionary funds have been allocated to local transit operators through the Board-adopted Incentive Program guidelines. Programs include the Sub-Regional Paratransit Program (\$10.3M), the Voluntary NTD Reporting Program (\$5.8M) and the Sub-Regional Grant Projects (\$2.2M).

Under the Voluntary NTD Reporting Program, local transit operators report operating data for entitlement to the Federal FTA Section 5307 funds. Operators participating in the Voluntary NTD Reporting Program and who are not receiving Sub-Regional Paratransit funds are allocated an amount equal to the Federal FTA Section 5307 funds they generate for the region.

Under the Sub-Regional Grant Projects, Avalon's Ferry, which provides a lifeline service for residents commuting between Avalon and the mainland, will receive \$800,000, and Avalon Transit Services will receive \$200,000 in subsidy funding. Additionally, the Hollywood Bowl Shuttle Service will receive \$1,057,000.

Local Return (\$802.2M)

Proposition A 25% (\$254.1M)
 Proposition C 20% (\$210.8M)
 Measure R 15% (\$158.1M)
 Measure M 17% (\$179.2M)

Los Angeles County Metropolitan Transportation Authority
FY26 Transit Fund Allocations

Local Return estimates are apportioned to all Los Angeles County cities and the County of Los Angeles based on population shares according to state statutes and Proposition A, Proposition C, Measure R and Measure M ordinances.

TDA Article 3 funds (\$9.3M)

TDA Article 3 funds are for Bicycle and Pedestrian Facilities and are split into two parts:

- Fifteen percent (15%) of TDA Article 3 funds are allocated towards the maintenance of regionally significant Class I bike paths as determined by LACMTA policy and in current TDA Article 3 Guidelines. This portion is divided between the two largest jurisdictions, with 30% allocated to the City of Los Angeles and 70% allocated to the County of Los Angeles.
- Eighty-five percent (85%) of the funds are allocated to all Los Angeles County cities and the County of Los Angeles based on population shares. TDA Article 3 has a minimum allocation amount of \$5,000. The City of Industry has opted out of the TDA Article 3 program indefinitely. The Street and Freeway Subcommittee and the Technical Advisory Committee (TAC) approved this redistribution methodology in prior years, and it remains unchanged.

TDA Article 8 funds (\$33.4M)

TDA Article 8 funds are allocated to areas within Los Angeles County, but outside the Metro service area. This includes allocations to Avalon, Lancaster, Palmdale, Santa Clarita, and portions of unincorporated areas of Los Angeles County. The amount of TDA funds for Article 8 allocation is calculated based on the proportionate population of these areas to the total population of Los Angeles County.

Federal Funds (\$493.2M)**Section 5307 Urbanized Formula Program (\$317.4 M)**

The Urbanized Area Formula Funding program (49 U.S.C. 5307) makes Federal resources available to urbanized areas for transit capital and operating assistance in urbanized areas and for transportation related planning. Based on federal revenue estimates for FY26, \$317.4 million in Federal Section 5307 Urban Formula funds are allocated to Los Angeles County transit operators and LACMTA Operations. Eighty-five percent (85%) of these funds have been allocated based on a capital allocation formula consisting of total vehicle miles, number of vehicles, unlinked boardings, passenger revenue and base fare. The 15% Capital Discretionary fund and the 1% Transit Enhancement Act fund have been allocated on a discretionary basis with BOS review and concurrence.

At its April, 2024, meeting, the BOS allocated \$360,000 each year for the next three years to the Southern California Regional Transit Training Consortium (SCRTTC) from

the 15% discretionary fund. SCRTTC provides a training resource network comprised of Community Colleges, Universities, Transit Agencies, and Public and Private Organizations focused on the development and delivery of training and employment of the transit industry workforce that is proficient at the highest standards, practices, and procedures for the industry. The funds will be exchanged with Metro's TDA Article 4 share and disbursed through Long Beach Transit.

Section 5339 Bus and Bus Facilities (\$24.3M)

Section 5339 is a grant program authorized by 49 United States Code (U.S.C) Section 5339 as specified under the Federal Reauthorization Moving Ahead for Progress in the 21st Century or "MAP 21". The Program provides capital funding to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities. Based on federal revenue estimates for FY26, \$24.3 million is allocated to Los Angeles County operators and Metro operations using the Capital Allocation Procedure adopted by the BOS. Operators' shares are swapped with Metro's share of Federal Section 5307 to minimize the administrative process.

Section 5337 State of Good Repair (\$151.5M)

The State of Good Repair grants program provides financial assistance to public transit agencies that operate rail fixed-guideway and high-intensity motorbus systems for the maintenance, replacement, and rehabilitation of capital assets, along with the development and implementation of transit asset management plans. These funds reflect a commitment to ensuring that public transit operates safely, efficiently, reliably, and sustainably so that communities can offer balanced transportation choices that help to improve mobility, reduce congestion, and encourage economic development.

- **High Intensity Fixed Guideway** - provides capital funding to maintain a system in a state of good repair for rail and buses operating on lanes for exclusive use of public transportation vehicles, i. e. bus rapid transit. Based on federal revenue estimates for FY26, \$142.2 million is allocated to Metro and Municipal operations.
- **High Intensity Motorbus** - provides capital funding to maintain a system in a state of good repair for buses operating on lanes not fully reserved only for public transportation vehicles. Based on federal revenue estimates for FY26, \$9.3 million is allocated to Metro Operations and Los Angeles County operators following the FTA formula: the fund allocated with Directional Route Miles (DRM) data is allocated using the operators' DRM data while the fund allocated with Vehicle Revenue Miles (VRM) data is allocated using the operators' VRM data. Operators' shares are swapped with Metro's share of Federal Section 5307 to minimize administrative process.



Item #2025-0404

Fiscal Year 2026 Transit Fund Allocations

Finance, Budget & Audit Committee

June 18, 2025



Background

- Metro responsible for allocating transit funds to transit operators and jurisdictions in Los Angeles County
- Funding for local transportation projects & programs
- Programs funded through this action include:
 - Regional transit funding for transit operators
 - Local Return (Proposition A/C and Measure R/M)
 - Transportation Development Act Article 3 (bike & ped) & Article 8 (unmet transit needs)
- Allocations developed per federal, state, local requirements, and Board adopted policies & guidelines
- Approved and reviewed by:
 - Bus Operations Subcommittee (BOS)
 - Local Transit Systems Subcommittee (LTSS)
 - Technical Advisory Committee (TAC)



Key Recommendations

- APPROVE \$2.9 billion for FY26 transportation fund allocations (Attachment A):
 - 89 LA County local jurisdictions
 - Transit Operators: Included, Eligible, Tier 2 and Local Transit systems
- Exchanges of Metro funds for transit operator federal & state grants so funds can be drawn down quickly and minimize administrative processes
- Funding actions subject to state and federal funding availability
- Request revision to Included & Eligible Operator Zero Emission Transit Capital Program (ZETCP)-Equivalent allocations due to state cut in Metro's ZETCP grant
- Administrative actions to enable flow of funds
 - Adopt Transportation Development Act resolution
 - Authorize CEO to execute agreements and amendments



Board Report

File #: 2025-0381, File Type: Program

Agenda Number: 13.

FINANCE, BUDGET, AND AUDIT COMMITTEE JUNE 18, 2025

SUBJECT: ADDRESSING THE FISCAL CLIFF

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

- A. RECEIVING AND FILING status report on the Workplan to Address the Fiscal Cliff; and
- B. ADOPTING the Principles for Addressing the Fiscal Cliff (Attachment A).

ISSUE

Metro's near-term forecast is developed based on the availability of eligible funding. The projected shortfall will depend on the availability of these funding sources. As Metro continues to monitor the funding uncertainties and as newer information becomes available, a comprehensive assessment will be conducted to evaluate funding, schedule and scope to mitigate the impacts of any losses or interruptions in funding. The mitigation strategies will be dependent on the type of shortfalls and the eligible funding available. Through the Equitable Zero-Based Budget (EZBB) process, the FY26 Budget is balanced and is structured to continue investments in an expanding rail system, enhancing the customer experience and keeping projects moving.

However, Metro's near-term forecast does signal financial challenges ahead with a cumulative financial gap in Metro Transit of \$100 million by FY27, that grows to \$2.3 billion by FY30 due to major cost drivers projected to outpace sales tax revenue growth under current economic assumptions. In addition, Metro is faced with large increasing capital project costs which further aggravate the financial challenges ahead. Given these significant challenges, at its April 2025 meeting, the Chair of the Finance, Budget, and Audit Committee, Director Sandoval, asked staff to develop a work plan for addressing the fiscal cliff as FY26 will be a critical time for the Board to consider major decisions for the FY27 Budget to change course on the projected deficit in the coming years.

This report outlines Metro's workplan and timeline, which will be incorporated into the upcoming budget cycle, and proposes principles to guide the workplan.

BACKGROUND

According to the Transit Center, transit agencies are facing a financial triple jeopardy - one-time payments from COVID-relief funding are drying up, fare collection has stabilized at well below pre-pandemic levels, and expenses are growing because of inflation, tight labor markets, and supply chain disruptions. As a result, most transit agencies are anticipating a steep, sudden operating budget deficit that will deepen annually, absent other forms of funding. While the FY26 Budget is balanced, it is important to acknowledge the inherent risks and uncertainties that could impact the financial trajectory as Metro looks ahead. Metro remains resolute in its commitment to addressing the fundamental cost drivers, while also maintaining a vigilant focus on the potential risks and uncertainties that may affect Metro in both the short and long term.

With the County and the City of Los Angeles confronting structural deficits and with many transit agencies taking measures to close immediate funding gaps, Metro adopted a balanced budget for FY26. Whereas the county, the city and other transit agencies rely heavily on general funds and state/federal funding, Metro relies heavily on local sales tax revenues.

External Challenges

Looking ahead, several key challenges are emerging that require careful consideration and proactive management. These include potential fluctuations in federal funding, which could introduce significant volatility to Metro's financial planning. The ongoing effects of tariffs on procurement pricing continue to exert upward pressure on costs, while persistent inflationary trends contribute to the overall escalation of expenses. These external factors, coupled with the dynamic nature of the funding environment, underscore the need for flexible and adaptable fiscal strategies.

Internal Challenges

In addition to these external challenges, there are several internal financial considerations that further complicate Metro's fiscal outlook. The ongoing expansion of the rail system necessitates substantial investment, placing strain on both operational and capital budgets. Moreover, rising capital costs-driven by construction and material prices increase further compound the financial pressure on Metro. The preparations for upcoming mega events also require a significant allocation of resources, further stretching Metro's financial capacity.

Together, these challenges present a complex financial landscape that requires strategic foresight, robust contingency planning, and ongoing financial discipline. Metro is committed to mitigating these risks through careful monitoring, targeted cost management, and a comprehensive approach to long-term financial sustainability. Metro will continue to refine its budgetary processes and engage in proactive risk management to achieve its goals while navigating these uncertainties.

However, Metro's near-term forecast does signal financial challenges ahead with a cumulative financial gap in Metro Transit of \$2.3 billion by FY30 due to major cost drivers projected to outpace sales tax revenue growth under current economic assumptions. In addition, Metro is faced with large increasing capital project costs which further aggravate the financial challenges ahead. Given the significance of these challenges, a Special Board Workshop was held in April to begin the discussion and layout of some of the challenges. Metro's goal is to mitigate these challenges with the objective

of preserving bus and rail service.

DISCUSSION

The goal of this workplan is to mitigate potential financial risks by focusing on five key areas of concern:

- What is driving revenues?
- What is utilizing flexible funding sources, which includes General Fund?
- What is driving expenses?
- How are capital projects putting pressure on the fiscal cliff?
- What is in place for operational efficiencies?

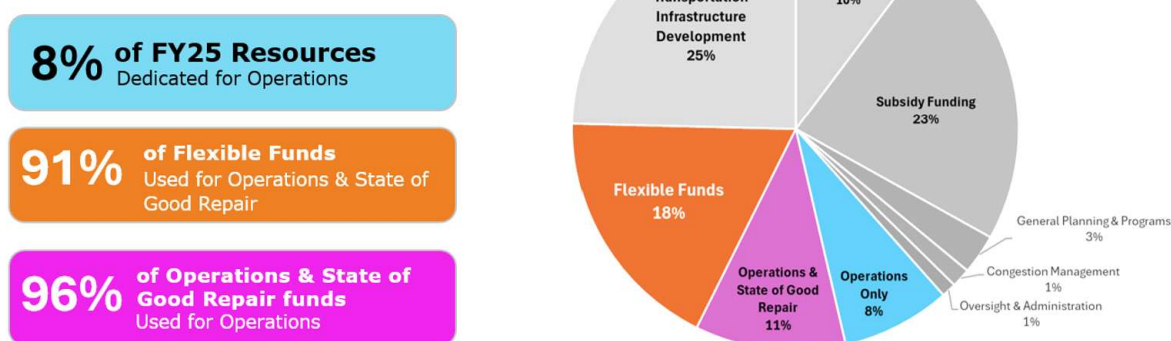
As the Regional Transportation Planning Agency for Los Angeles County, Metro is responsible for programming regional transportation funds to itself, the 88 cities and unincorporated areas of LA County, the subregional Councils of Governments (COGs), the County, other transit agencies and Caltrans. Metro is focused on improving mobility by delivering a comprehensive, multimodal plan of regional transportation projects and services covering public transit, commuter rail, paratransit, highway improvements, active transportation projects and other categories. Funding is provided by more than 130 different sources, each of which has specified eligibility and usage requirements that must be met. Metro's budget balances and maximizes the use of these fund sources based on eligibility, funding agreements and Board-established priorities.

Revenues

Metro has over 130 colors of funding that are summarized into three major categories: 1) Sales taxes, 2) Operating and Other Revenues, and 3) Capital and Bond Resources. Local Sales tax revenues make up close to two-thirds of Metro's financial structure. Operating and other revenues include passenger fares, tolls, and advertising revenues. Capital and Bond Resources include federal and state grant reimbursements, as well as bond proceeds. These resources are then grouped and assigned to programs based on their eligibility. The Figure below illustrates the resources grouped by eligibility and highlights those funds eligible for transit operations.

Figure 1

- > 130 colors of funds
- < 15 sources are dedicated for operations



With only 8% of resources dedicated solely for operations, Metro prioritizes the use of other eligible funding for operations. See Attachment B for Eligibility and allocations of FY26 Funding.

The current economic climate at the federal, state and local levels is magnifying the financial challenges outlined below. Over the last several months, the economic forecasting agencies we work with have dramatically lowered their taxable sales growth projections. Most of them are now expecting a slight decline in FY26 followed by slow growth out to 2030.

General Fund

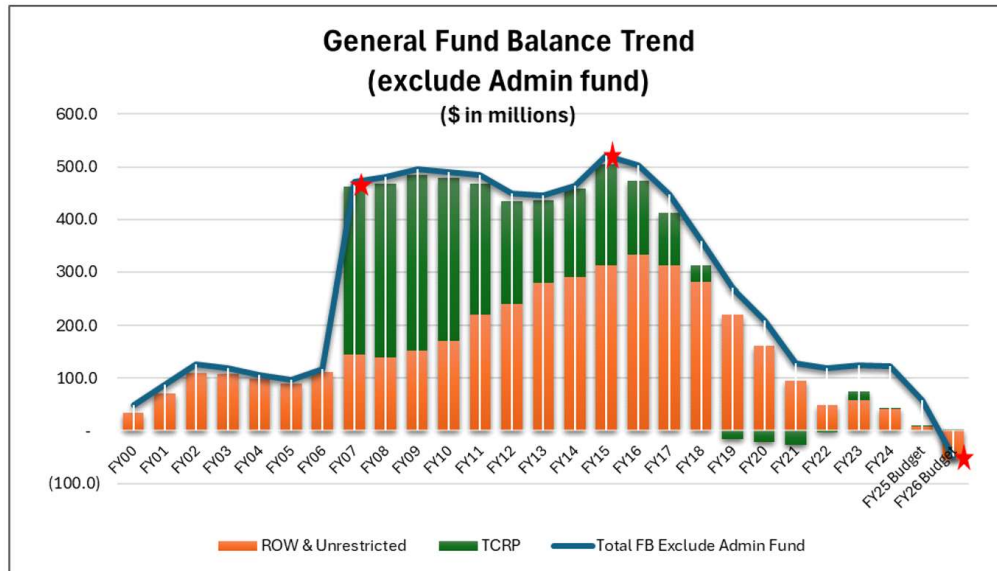
Metro's general fund includes activities that are not legally required to be accounted for in another fund. Metro's general fund revenues account for 1.41% of total governmental fund revenues. Close to 90% of the General fund resources are from ROW leases, LCFS Credit sales, and CNG credits. Metro's General Fund is in a downward trend (see Figure below) primarily due to the following:

1. State repayment: one-time infusion of TCRP funds have all been spent
2. General fund revenues are decreasing
 - a. LCFS prices have declined steadily since early 2021
 - b. CNG credits continue to decline as the bus fleet transitions to electric (and may be

phased out entirely by the current administration)

3. Increased demand for activities with no dedicated funding

Figure 2



See table below for projects drawing on General Fund:

Figure 3

FY26 Budget General Fund			
Project Name		ROW &	
		Unrestricted	Green
1	Revenue	\$ 16.8	\$ 14.5
2	Expenditures		
3	PROPERTY MANAGEMENT	38.1	
4	JOINT DEV 10K HOMES	12.2	
5	JOINT DEVELOPMENT	1.9	
6	SEED SCHOOL	6.1	
7	BIKESHARE PRGM O&M	8.2	
8	BIKE HUB/LOCKERS O&M	0.8	
9	GATEWAY CENTER (EAST)	5.7	
10	UNION STATION (WEST)	3.5	
11	UNION STATION (MASTER PLAN)	1.2	
12	THE HOUSING LAB (PILOT)	0.1	
13	ARTS DISTRICT/6TH ST STATION	1.0	
14	TRANSIT LEARNING CENTER	0.1	
15	SUSTAINABILITY Program		19.5
16	ZEB & Infrastructure		34.7
17	Total Expenditures	\$ 78.8	\$ 54.3
18	Over Draw of General Fund	\$ (61.9)	\$ (39.8)

At the end of FY26, the General Fund estimated negative fund balance is \$82.3 million. Flexible resources, such as fare revenues and Advertising will be needed to replenish the General Fund.

Expenses

Major Cost Drivers

This section outlines the major cost drivers impacting the near-term forecast. Every operational cost growth driver is anticipated to grow at a faster rate than sales tax revenues, further exasperating the situation.

- **Expansion** of the rail system will be more costly to operate in the future than operating at the same level of service today. The average cost of running one hour of rail is 2.2 times more than operating one hour of bus service.
- **Capital Cost** increases due to scope and project schedule changes may take away funding eligible for bus and rail operations if no alternative funding source is identified.
- **Cleaning Costs** are driven by Metro's strategic investment in comprehensive cleaning activities and the expansion of its Station Experience initiatives and implementing technological innovations, including expanding the ADA-accessible 'throne' bathrooms.
- **Labor Costs** reflect Metro's cost of sustaining our existing workforce, including the recent collective bargaining agreements (CBA).
- **Public Safety** due to rising contract law enforcement costs; coupled with the transition to Metro's comprehensive multi-layered and care-based framework to enhance public safety on the system, with a focus on promoting a safer environment and infrastructure for all riders.
- **Insurance/WC/PLPD** premiums are driven by the hard market. Metro has reinstated the

Operations Safety Steering Committee (OSSC), which meets quarterly to review risk exposure trends and evaluate mitigation measures.

- **Zero-Emissions Bus (ZEB) & Infrastructure** costs have slowed due to revised delivery assumptions; however, a major program funding gap remains.

Metro's Strategic Workplan

In response to Director Sandoval's request, Metro has been developing a comprehensive strategic workplan across departments aimed at addressing the current and emerging challenges Metro faces. This plan is structured to align with our long-term fiscal objectives and will be executed through a series of key deliverables and milestones over the next two years:

Ongoing:

- **Monitoring and Assessment of Risks and Equity:** As part of ongoing efforts, Metro will continuously monitor potential risks and equity considerations. This will involve assessing emerging challenges and taking immediate mitigation actions as necessary, ensuring that Metro remains responsive and adaptable to changing conditions.

As part of its ongoing cost control efforts, Metro will implement robust management tools and controls, beginning with detailed program evaluations tied to project milestones and performance metrics. Through collaborative prioritization, Metro will strive to optimize operational funding and maximize the impact of limited resources across its portfolio of projects and initiatives.

These efforts include:

- Conducting quarterly budget variance reviews with management
- Strengthening requisition review parameters and approval processes
- Identifying opportunities for efficiency across all departments
- Evaluating grants and local match requirements
- Conducting ongoing performance reviews of new pilot programs and implementing adjustments to enhance performance

Summer 2025:

- **Detailed Report on Capital Cost Escalations - Program Management:** At the April 2025 Metro Board Workshop, staff reported capital cost escalations averaging 60% from original Measure R and Measure M estimates to the start of revenue service. Key drivers include evolving project scopes determined by Locally Preferred Alignments (LPA), bid pricing, environmental conditions, and integration with aging transit infrastructure.

As a first step toward mitigation, staff will itemize cost drivers by project to inform future scope, schedule, and budget decisions, while enhancing risk management in project development.

Detailed findings on recently completed transit infrastructure projects will be presented in

Summer 2025 to support Board consideration of targeted mitigation strategies.

- **Short Range Transportation Plan (SRTP) - Countywide Planning & Development:** The Short-Range Transportation Plan (SRTP) will be updated to reflect current needs and future priorities, ensuring alignment with regional transportation goals and Metro's evolving fiscal outlook. Several key developments have emerged since the last update that warrant reassessment:
 - Shifts in sales tax performance, grant availability, and broader economic conditions have introduced new fiscal uncertainties.
 - Updated cost estimates and changing market dynamics have affected capital project budgets and schedules, with inflation and supply chain disruptions posing ongoing delivery risks.
 - Operating expenditures are increasingly shaped by labor market conditions, service modifications, and inflationary pressures, while state and federal funding sources remain subject to volatility and evolving policy directives.

These factors will guide the revision of the SRTP, with updated forecasts and strategic recommendations anticipated for Board consideration in Summer/Fall 2025.

Fall 2025:

- **Commencement of Measure M (MM) Decennial Review and Assessment - Countywide Planning & Development:** Metro will initiate a comprehensive review of the Measure M (MM) plan, assessing its performance, progress, and alignment with both current needs and future projections. This review will evaluate the effectiveness of Measure M investments and their impact on regional mobility. It will also provide strategic insights into necessary adjustments and improvements to the long-term mobility framework, ensuring that Metro continues to meet the region's transportation needs while adhering to fiscal discipline and operational efficiency.

Winter 2025:

- **Near-Term Outlook Update - Strategic Financial Management:** Metro underscores the critical importance of strategic financial planning in executing transit investments and operational priorities. The Equitable Zero-Based Budget (EZBB) process will commence with the Near-Term Outlook, anchored by a comprehensive five-year financial forecast. This forecast will assess the economic landscape, revenue trends, ongoing programs, market cost pressures, Board-approved priorities, and major capital planning.
- **Resources Deep Dive - Strategic Financial Management:** Metro remains committed to optimizing the use of revenues in accordance with the ordinances governing fund eligibility. As resource projections form the foundation of our fiscal framework, the budget process will define development parameters based on key assumptions-including sales tax forecasts, operating revenues, grant funding, bond proceeds, and prior-year carryover. These assumptions will determine the pool of available resources for eligible projects and programs, guiding prudent and equitable fiscal decision-making.

Spring 2026:

- **Equitable Zero-Based Budget (EZBB) Process for FY27 Budget Development - Strategic Financial Management:** Metro will continue to apply the Equitable Zero-Based Budgeting (EZBB) framework in the development of the FY27 Budget by establishing affordability thresholds across all programs based on available resources. The annual budget process will begin early in the calendar year with comprehensive program and cabinet reviews in collaboration with the CEO, aligning funding decisions with strategic priorities for the fiscal year ahead.

Summer 2026:

- **MM Decennial Consideration - Countywide Planning & Development:** Following the completion of the review and assessment, Metro will present the findings and recommendations for the Measure M plan, ensuring that it continues to meet the evolving needs of the region and the Agency.

This strategic workplan serves as a proactive and structured approach to addressing the key challenges Metro faces. It aligns with our commitment to long-term fiscal health, operational efficiency, and equitable service delivery. Through disciplined execution and ongoing assessment, Metro will continue to serve as a leader for regional mobility while maintaining financial stability.

EQUITY PLATFORM

As the Strategic Workplan advances, a strong commitment to equity will continue to guide Metro's approach and decisions. While addressing public safety, cleanliness, system expansion, labor equity, and environmental sustainability, Metro strives to create a transit system that is not only efficient and safe but also inclusive and equitable for all Los Angeles residents and riders.

Additionally, Metro's Equitable Zero-Based Budgeting (EZBB) process will undergo a significant refinement in the upcoming fiscal year through the implementation of the Agencywide Budget Equity Assessment (ABEA). The Office of Equity & Race (OER) will continue to lead the Equity Focused Communities (EFC) Budget Assessment.

VEHICLE MILES TRAVELED OUTCOME

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

While this item does not directly encourage taking transit, sharing a ride, or using active transportation, it is a vital part of Metro operations, as it reflects our commitment to equity and fiscal discipline. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item supports the overall function of the agency, this item is consistent with the goals of reducing VMT.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports the following Metro Strategic Plan Goal:

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

NEXT STEPS

Metro will continue to closely monitor the financial situation and work towards meeting the deliverables as presented in the comprehensive strategic workplan across departments.

ATTACHMENTS

Attachment A - Guidelines for Addressing the Fiscal Cliff

Attachment B - Eligibility and Allocation of FY26 Funding


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Stephanie Wiggins
Chief Executive Officer

GUIDELINES FOR ADDRESSING THE FISCAL CLIFF

LA Metro is confronting a projected fiscal cliff with the potential to materially affect both operational funding and capital investment capacity. In response, Metro must adopt a proactive, strategic posture to safeguard the continuity of high-quality transit service, while exercising rigorous fiscal discipline and upholding its long-term financial sustainability.

These guidelines apply a results-driven financial framework that prioritizes investments based on strategic alignment and demonstrable public value. With the scarcity of resources available for transportation, these guidelines will work toward maximizing the effectiveness of existing resources. Through disciplined stewardship, Metro can sustain operational excellence, preserve public trust, and navigate fiscal constraints with integrity and foresight.

Guiding Principles

- **Preserve Essential Services:**
 - Avoid reductions to core bus and rail service that disproportionately affect transit-dependent riders.
- **Prioritize Quality Service:**
 - Align decision-making with the most urgent concerns of riders that enhance the rider experience.

Measurable Outcomes

- **Increase Ridership:**
 - Invest in improvements that have a measurable effect on growing systemwide ridership.
- **Reduce Crime & Enhance Safety:**
 - Fund initiatives that decrease criminal activity and enhance rider perceptions of safety.

In this period of fiscal uncertainty, it is imperative that LA Metro remains both fiscally prudent and mission driven. By advancing targeted, rider-focused strategies and aligning our investments with measurable outcomes, we can safeguard core services while upholding our commitment to fiscal integrity, equity, safety, and sustainable mobility. The Board's guidance is needed as we navigate this challenge with transparency, discipline, and a value-driven path forward to consider major decisions for the FY27 budget to change course on the projected deficit in the coming years.

ELIGIBILITY AND ALLOCATION OF FY26 FUNDING

Dedicated Funding Sources by Program Type in FY26 Budget (\$ in millions)	
1 Total FY26 Proposed Budget Resources	\$ 9,441.8
2 Less: Highway and Regional Rail ⁽¹⁾	(1,020.2)
3 Less: Subsidy Funding	(1,813.6)
4 Less: General Planning & Programs ⁽²⁾	(290.9)
5 Less: Congestion Management	(129.9)
6 Less: Oversight and Administration ⁽³⁾	(101.7)
7 Operations and Transit Capital Resources	\$ 6,085.5

Resource Eligibility Split by Type (\$ in millions)	Operations Only		Ops/CIP		Ops/CIP/TID		TID Only		Total
	Amount	Cat. %	Amount	Cat. %	Amount	Cat. %	Amount	Cat. %	
8 Sales Tax, TDA & STA Resources	\$ 852.7	90.7%	\$ 326.2	28.9%	\$ 1,257.3	78.1%	\$ 1,115.0	46.3%	\$ 3,551.2
9 Operating and Other Resources	4.4	0.5%	0.0	0.0%	263.1	16.3%	0.0	0.0%	\$ 267.5
10 Grant and Bond Resources	82.8	8.8%	803.3	71.1%	89.6	5.6%	1,291.1	53.7%	\$ 2,266.8
11 Total	\$ 939.9		\$ 1,129.5		\$ 1,610.1		\$ 2,406.1		\$ 6,085.5

Resource Allocation Split by Eligibility (\$ in millions)									
12 Metro Bus and Rail Operations	\$ 939.4	100.0%	\$ 1,110.9	98.4%	\$ 838.5	52.1%	\$ 0.0	0.0%	\$ 2,888.8
13 Capital Improvement Program	0.0	0.0%	18.6	1.6%	590.2	36.7%	0.0	0.0%	\$ 608.8
14 Transit Infrastructure Development	0.0	0.0%	0.0	0.0%	76.1	4.7%	2,142.2	89.0%	\$ 2,218.3
15 Debt Service ⁽⁴⁾	0.5	0.0%	0.0	0.0%	105.3	6.5%	263.9	11.0%	\$ 369.6
16 Total	\$ 939.9		\$ 1,129.5		\$ 1,610.1		\$ 2,406.1		\$ 6,085.5

Note: Totals and percentages may not add up due to rounding.

⁽¹⁾ Includes Highway and Regional Rail debt service.

⁽²⁾ Includes \$25.0M General Fund revenues for Bike, Parking and Union Station expenses. Also includes Prop A35 debt service for Union Station acquisition.

⁽³⁾ Includes \$6.1M General Fund revenues for Transit School subsidy.

⁽⁴⁾ Net of Highway, Regional Rail and Union Station debt service.



ADDRESSING THE FISCAL CLIFF

June 18th, 2025| FINANCE, BUDGET, AND AUDIT COMMITTEE





External Pressures

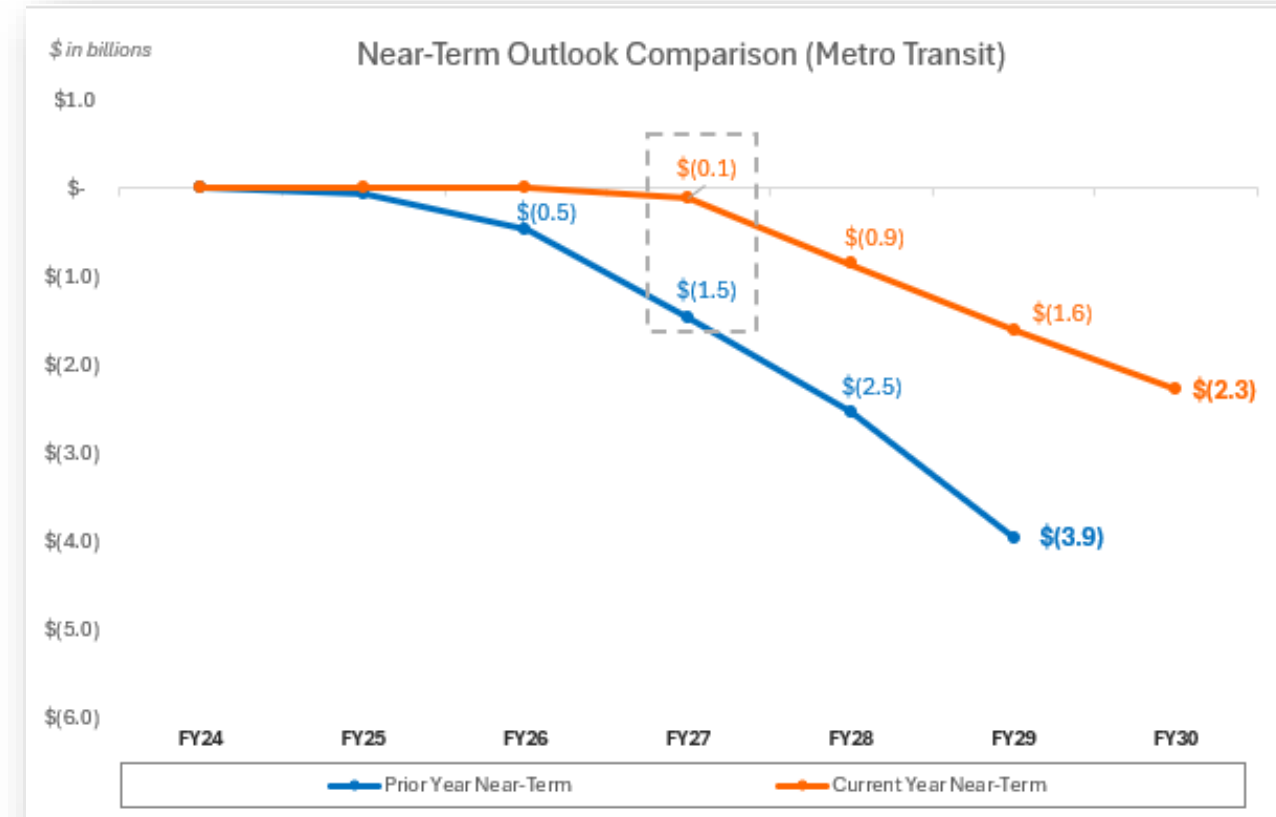
- **Federal Funding Uncertainty**
 - Uncertainty may disrupt long-term financial planning
- **Tariff-Driven Procurement Costs**
 - Raising material and equipment costs
- **Persistent Inflation**
 - Increasing pressure on operating and capital expenses
- **Volatile Funding Environment**
 - Demands adaptable and responsive fiscal strategies

Internal Pressures

- **Rail System Expansion**
 - Adds sustained pressure on capital and operations
- **Rising Capital Costs**
 - Driven by rising construction and material prices
- **Preparation for Mega Events**
 - Short-term resource strain across the agency

Focus on 5 key areas:

1. What is driving revenues?
2. What is utilizing flexible funding sources, which includes General Fund?
3. What is driving expenses?
4. How are capital projects putting pressure on the fiscal cliff?
5. What is in place for operational efficiencies?



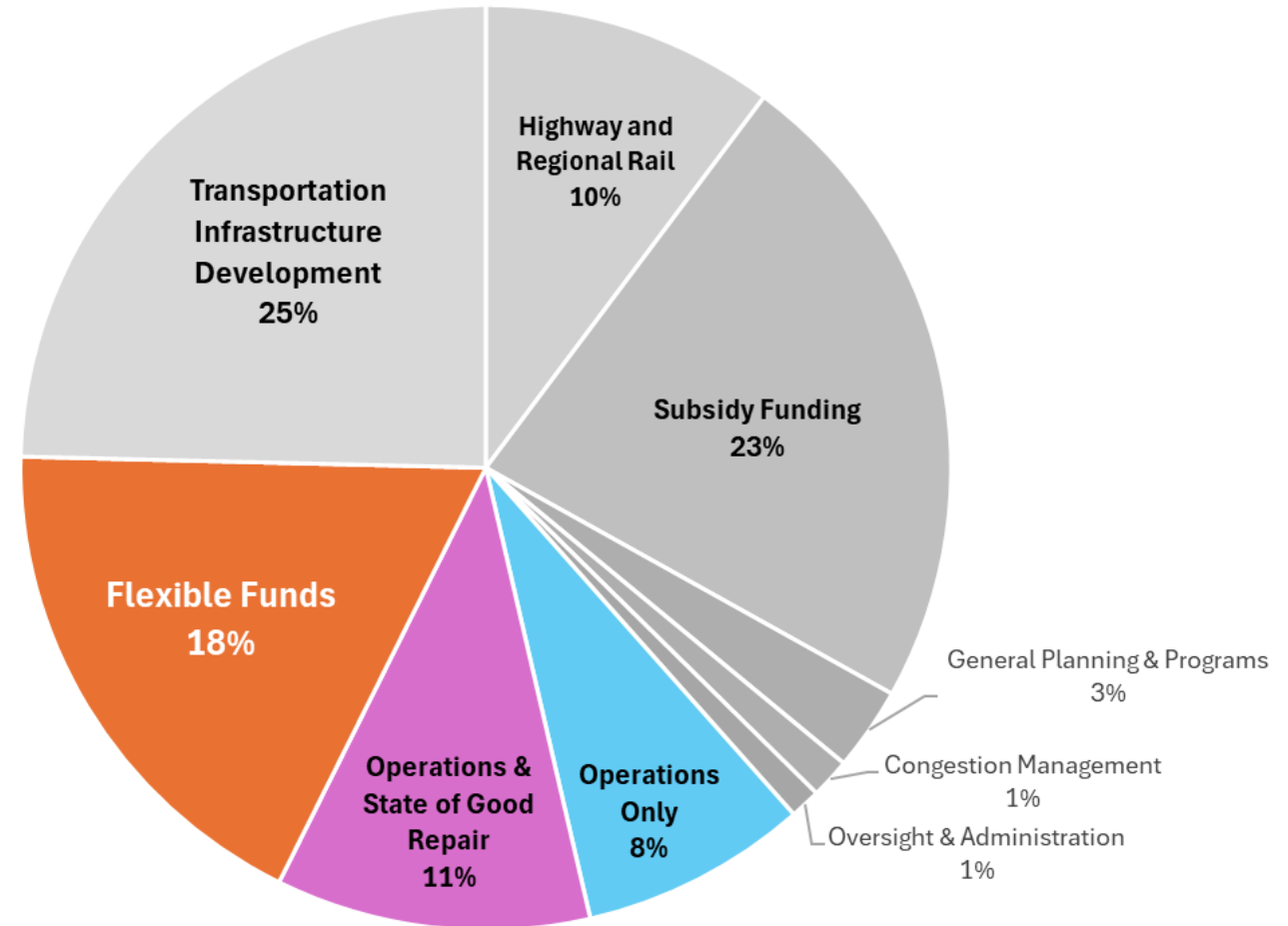
Note: These figures do not include cost assumptions for the 2028 Games.

- > 130 colors of funds
- < 15 sources are dedicated for operations

8% of FY25 Resources
Dedicated for Operations

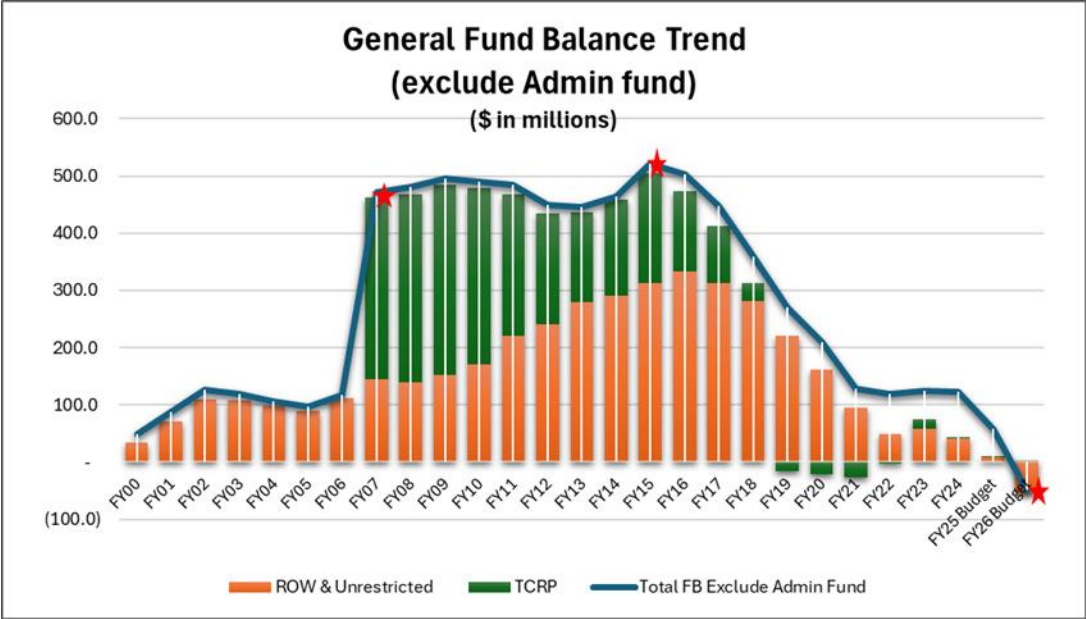
91% of Flexible Funds
Used for Operations & State of
Good Repair

96% of Operations & State
Good Repair funds
Used for Operations



Metro’s General Fund

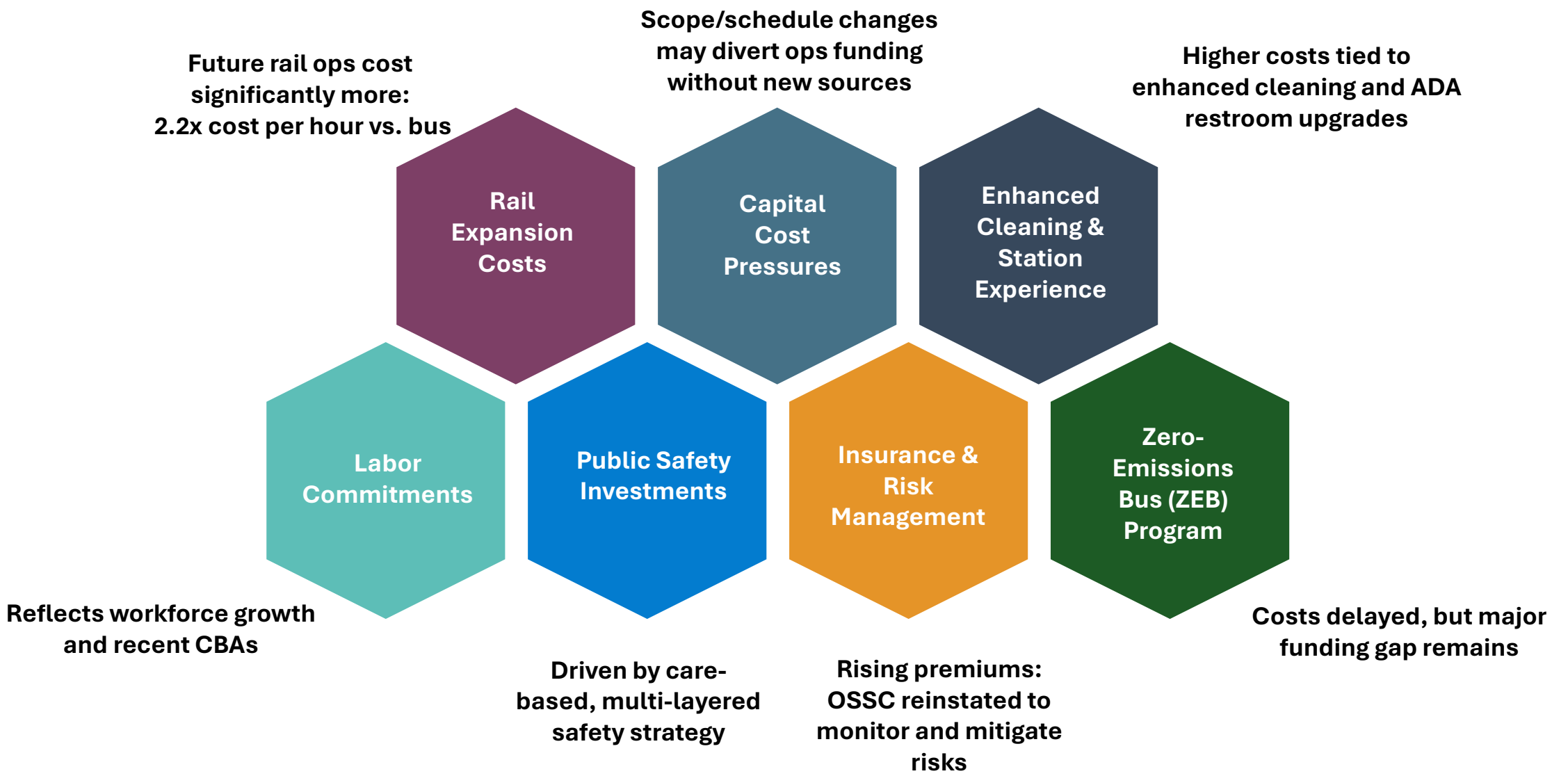
- Covers activities not assigned to other funds
- Projecting negative fund balance at end of FY26



- Downward trend
 1. Revenues declining
 2. Growing demand for unfunded activities

Projects drawing on General Fund

FY26 Budget General Fund			
		ROW &	
		Unrestricted	Green
Project Name			
1	Revenue	\$ 16.8	\$ 14.5
2	Expenditures		
3	PROPERTY MANAGEMENT	38.1	
4	JOINT DEV 10K HOMES	12.2	
5	JOINT DEVELOPMENT	1.9	
6	SEED SCHOOL	6.1	
7	BIKESHARE PRGM O&M	8.2	
8	BIKE HUB/LOCKERS O&M	0.8	
9	GATEWAY CENTER (EAST)	5.7	
10	UNION STATION (WEST)	3.5	
11	UNION STATION (MASTER PLAN)	1.2	
12	THE HOUSING LAB (PILOT)	0.1	
13	ARTS DISTRICT/6TH ST STATION	1.0	
14	TRANSIT LEARNING CENTER	0.1	
15	SUSTAINABILITY Program		19.5
16	ZEB & Infrastructure		34.7
17	Total Expenditures	\$ 78.8	\$ 54.3
18	Over Draw of General Fund	\$ (61.9)	\$ (39.8)





- Detailed Report on Capital Cost Escalations
- Short Range Transportation Plan (S RTP)

- Near-Term Outlook Update: Incorporate most current financial and economic assumptions
- Resources Deep Dive: Including sales tax analysis

- MM Decennial Consideration

Summer
2025

Fall 2025

Winter
2025

Spring
2026

Summer
2026

Ongoing

- Commencement of Measure M (MM) Decennial Review and Assessment

Equitable Zero-Based Budget (EZBB) Process for FY27 Budget Development:

- Affordability Thresholds based on resources available
- Cost control efforts
- Detailed program evaluations
- Collaborative prioritization

- Monitor and assess risks, take mitigation actions more immediately as necessary



Guiding Principles



- **Preserve Essential Services:**
 - Avoid reductions to core bus and rail service that disproportionately affect transit-dependent riders.
- **Prioritize Quality Service:**
 - Align decision-making with the most urgent concerns of riders that enhance the rider experience.

Measurable Outcomes



- **Increase Ridership:**
 - Invest in improvements that have a measurable effect on growing systemwide ridership.
- **Reduce Crime & Enhance Safety:**
 - Fund initiatives that decrease criminal activity and enhance rider perceptions of safety.

Adopt Guidelines for Addressing the Fiscal Cliff

- Apply results-driven financial framework that prioritizes investments
- Guidelines work toward maximizing effectiveness of available resources
- Critical time for Board to consider major decisions to mitigate projected deficits in the coming years



Board Report

File #: 2025-0321, File Type: Program

Agenda Number: 14.

PLANNING AND PROGRAMMING COMMITTEE JUNE 18, 2025

SUBJECT: MEASURE R MULTIMODAL HIGHWAY SUBREGIONAL PROGRAMS - SEMI-ANNUAL UPDATE

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

- A. APPROVING \$12,519,439 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 include traffic signal, pedestrian, bicycle, transit, and roadway improvements;
- B. APPROVING the deobligation of \$4,140,439 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 Chief Executive Officer (CEO) or her designee to negotiate and execute all necessary agreements for Board-approved Projects.

ISSUE

The Measure R Multimodal Subregional Programs Semi-Annual Update reports on subregional project priorities that have been revised and budgets that need to be amended to implement the Measure R multimodal subregional projects.

The updated project list (Attachment A) reflects (1) new projects, (2) projects that have received prior Board approval, and (3) 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

The Measure R Expenditure Plan allocates funding to projects under the multimodal highway operational improvement subfund program as listed in Attachment A. Metro staff works closely with

the local jurisdictions and subregions on project eligibility reviews of the proposed projects for this update. When capacity at the local level is limited or when requested by local jurisdictions and subregions, staff also lead or assist in the development of the project's environmental and design phase within the subfund program.

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

Local jurisdictions and subregions are responsible for prioritizing and developing projects that are eligible for both Measure R and Measure M program criteria. In June 2021, the Board approved the [Metro Highway Modernization Program <https://boardagendas.metro.net/board-report/2021-0291/>](https://boardagendas.metro.net/board-report/2021-0291/), expanding funding eligibility for active transportation and complete streets projects within Measure R and Measure M guidelines. To implement this policy, as well as Metro's Complete Streets Policy, Active Transportation Strategic Plan, and First/Last Mile Strategic Plan, staff encourage cities, subregions, and grant recipients to integrate eligible multi-modal elements at the project sponsor's ultimate discretion. Projects are also further evaluated by Metro staff, to ensure the projects meet program compliance and eligibility guidelines.

To date, 350 projects have received Measure R Subregional Highway funding in the amount of \$1.84 billion, of that amount, \$804.1 million has been expended by the subregions. Currently, 87 projects have been completed for the amount of \$195.3 million. This funding supports a wide variety of projects and transportation improvements throughout Los Angeles County that maintain consistency with Metro's charge to implement multimodal improvements that support the region's mobility needs and support safe, sustainable, environmentally friendly, and equitable transportation investments. In addition, each project represents a collaborative effort involving multi-departmental and multi-jurisdictional 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, including 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 confirm project eligibility, reconfirm funding eligibility for projects that request scope changes, and establish a project nexus to the eligibility criteria. Throughout the project development period, Metro staff work with local jurisdictions to refine and integrate multimodal elements into each project that support safe, sustainable, environmentally friendly, and equitable transportation. Once this work is complete the projects are presented to the Board for consideration. The resulting proposed modifications to the Measure R Multimodal Subregional Program are described below and summarized in Attachment A.

Arroyo Verdugo Operational Improvements

A total of \$140,764,807 has been programmed for a total of 61 projects in the Arroyo Verdugo subregion to date. Of this amount, \$63,506,192 (45%) has been spent to date. Currently, there are 45

active projects in various stages of development, with 16 projects completed. This update includes funding adjustments for one existing project and two new projects described below.

Burbank

Reprogram \$3,897,000 for an existing project: MR310.10 - Olive Avenue Bridge Replacement Project (previously known as the Widen Olive Avenue/I-5 Bridge for Center-Turn Lane). The budget remains the same at \$3,897,000, which was originally programmed in the amount of \$1,000,000 in FY24-25 and \$2,897,000 in FY25-26, are being reprogrammed as follows: \$500,000 in FY25-26, \$2,000,000 in FY26-27, \$1,200,000 in FY27-28, and \$197,000 in FY28-29. The project is in the Project Initiation Development (PID) phase, with a feasibility study underway to support the future North Hollywood to Pasadena Bus Rapid Transit (NHTP BRT) project and connectivity to the Metrolink station. Funds are being reprogrammed to meet current timelines for PID, Project Approval/Environmental Development (PAED), and Plans, Specifications, and Estimates (PS&E) phases. This project includes improvements to the Olive Avenue Bridge to accommodate bike and sidewalk improvements to provide connectivity to the planned NHTP BRT station. As the feasibility study conducted with city resources is ongoing and the scope is still being defined, the VMT outcome has yet to be determined.

Glendale

Program \$5,000,000 for a new project: MR310.68 - Safe Route to School - Phase 6 Project. Funds will be programmed as follows: \$500,000 in FY25-26 and \$4,500,000 in FY26-27. Funds are being programmed for PS&E and construction phases to enhance crosswalks and pedestrian crossings as well as upgrade pedestrian traffic signals. By improving pedestrian safety along key routes to schools, this project will likely decrease VMT.

Program \$2,000,000 for a new project: MR310.69 - HSIP Cycle 12 Local Match Project. Funds will be programmed as follows: \$1,000,000 in FY25-26, \$400,000 in FY26-27, and \$600,000 in FY27-28. The project is in the design phase, and funds are being programmed for PS&E and construction phases. This project includes Citywide Traffic signal upgrades, systemic improvements at unsignalized intersections, and pedestrian crossing safety enhancements such as pedestrian countdown signal heads, accessible pedestrian signal (APS), and leading pedestrian interval (LPI). By improving pedestrian safety, this project will likely decrease VMT.

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

A total of \$455,600,249 has been programmed for a total of 84 projects in the South Bay Cities subregion to date. Of this amount, \$173,103,995 has been spent to date (38%). Currently, there are 54 active projects in various stages of development, with 30 projects completed. This update includes funding adjustments (programming additional or deobligating funds) for 10 existing projects described below. Projects that have deobligated funds will either be closed out and a final audit conducted, or the deobligated funds will be reallocated to another locally prioritized project.

Carson/Metro

Program an additional \$823,000 for MR312.41 - Main Street and Figueroa Street Traffic Signal

Upgrades Project in FY25-26 for a revised budget of \$5,043,000. The project is in the construction phase and the additional funds are needed to meet the increased construction costs. This project is being constructed by the City of Carson with Metro providing construction support services. This project includes roadway and traffic signal modifications at six intersections along Figueroa Street and Main Street, in addition to utilities relocation. These improvements include replacing signal poles, mast arms, signal heads, pull boxes, and safety lighting; updating crosswalk paint to current standards; and replacing sidewalks and installing curb ramps. By providing improvements that better serve all modes of travel, this project will likely decrease VMT.

El Segundo

Deobligate \$3,750,000 for MR312.57 - Park Place Roadway Extension and Railroad Grade Separation Project for a revised budget of \$1,600,000. This project was in the PS&E phase. Upon further review of the necessary environmental remediation work, utility relocations, right-of-way needs, and increased construction costs, the city determined that the project is no longer financially feasible and requested that funds for the project be deobligated.

Gardena

Deobligate \$125,000 for MR312.79 - Traffic Signal Install at Vermont Avenue and Magnolia Avenue Project for a revised budget of \$19,000. This project was in the PS&E phase, however, partner agencies, including the city of Los Angeles and Union Pacific Railroad, are unwilling to support its implementation. As a result, there is no viable path forward, and the city has requested that the funds for the project be deobligated.

Hawthorne

Reprogram \$1,687,900 for MR312.66 - Imperial Avenue Signal Improvements and Intersection Capacity Project. The project budget remains the same at \$1,995,000, which was originally programmed as follows: \$200,000 in FY18-19, \$107,000 in FY19-20, \$300,000 in FY24-25, \$300,000 in FY25-26, and \$1,088,000 in FY26-27. Of the total project budget, \$1,687,900 is being reprogrammed in FY28-29. This project is currently in the construction phase and the funds are being reprogrammed due to a high volume of active projects, limited staff availability, and the need to coordinate with other ongoing efforts. The project includes widening of two intersections, signal modifications at six intersections, traffic signal coordination, pedestrian signal timing upgrades to enhance pedestrian safety, and upgrading disability access ramps at all intersections to enhance accessibility and safety. While the project includes multi-modal improvements, due to the widening of intersections, this project will likely increase VMT.

Reprogram \$2,038,900 for MR312.67 - Rosecrans Avenue Signal Improvements and Intersection Capacity Enhancements. The project budget remains the same at \$3,200,000, which was originally programmed as follows: \$285,000 in FY2018-19, \$20,000 in FY24-25, \$167,500 in FY25-26, \$688,500 in FY26-27, and \$2,038,900 in FY27-28. Of the total project budget, \$2,038,900 is being reprogrammed in FY28-29. This project is currently in the construction phase, and the funds are being reprogrammed due to a high volume of active projects, limited staff availability, and the need to coordinate with other ongoing efforts. The project includes widening of two intersections, signal

modifications at six intersections, traffic signal coordination, pedestrian signal timing upgrades to enhance pedestrian safety, and upgrading disability access ramps at all intersections to enhance accessibility and safety. While the project includes multi-modal improvements, due to the widening of intersections this project will likely increase VMT.

Reprogram \$1,806,400 for MR312.68 - El Segundo Boulevard Improvements Project Phase I. The project budget remains the same at \$2,000,000, which was originally programmed as follows: \$194,000 in FY18-19, \$80,000 in FY24-25, \$200,000 in FY25-26, \$200,000 in FY26-27, and \$1,326,400 in FY27-28. Of the total project budget, \$1,806,400 is being reprogrammed in FY28-29. This project is currently in the construction phase and the funds are being reprogrammed due to a high volume of active projects, limited staff availability, and the need to coordinate with other ongoing efforts. The project includes widening of two intersections, signal modifications at six intersections, traffic signal coordination, pedestrian signal timing upgrades to enhance pedestrian safety, and upgrading disability access ramps at all intersections to enhance accessibility and safety. While the project includes multi-modal improvements, due to the widening of intersections, this project will likely increase VMT.

LA County

Program an additional \$1,400,000 for MR312.52 - ITS: Improvements on South Bay Arterials (F7310) as follows: \$500,000 in FY24-25 and \$900,000 in FY25-26 for a revised budget of \$2,421,000. In addition, reprogram \$323,000 from FY22-23 as follows: \$251,000 in FY 24-25 and \$72,000 in FY 25-26. The project is in the construction phase and funds are being reprogrammed from prior fiscal years. The project will complete Traffic Signal Synchronization (TSS) improvements by upgrading traffic signals to federal and state standards, providing additional vehicle detection, installing signal components for systemwide timing coordination, expanding Intelligent Transportation Systems (ITS) components to support traffic control system operations, and arterial performance measures. While the project will include components to enhance detection for bicyclists and pedestrians, by enhancing traffic signal timing and installing advanced traffic control devices and detection systems designed to optimize the flow of vehicles, this project will likely increase VMT.

Reprogram \$2,000,000 for MR312.64 - South Bay Arterial System Detection Project. The project budget remains the same at \$2,000,000, which was originally programmed as follows: \$600,000 in FY23-24 and \$1,400,000 in FY24-25. The funds are being reprogrammed in the amount of \$600,000 in FY25-26 and \$1,400,000 in FY26-27. This project is currently in the construction phase and the funds are being reprogrammed due to a high volume of active projects, limited staff availability, and the need to coordinate with other ongoing efforts. The project will consist of installing arterial system detectors at selected locations within the South Bay Cities to support traffic signal operations and network performance measures. While the project includes components to enhance detection for bicyclists and pedestrians, by installing detection systems designed to optimize the flow of vehicles, this project will likely increase VMT.

Redondo Beach

Scope Change for MR312.06 - Pacific Coast Highway (PCH) Improvements from Anita Street to Palos Verdes Boulevard Project. The original plan to widen the southbound approach of PCH at

Torrance Boulevard for a right-turn lane was found to be challenging due to right-of-way impacts. The city now proposes to relocate the bus stop from the northwest to the southwest corner of the intersection, allowing the right-turn lane to be added without new right-of-way impacts. This change allows the project to stay within its current allocated funds. The project will likely increase VMT.

Program an additional \$400,000 for MR312.20 - Aviation Boulevard at Artesia Boulevard intersection improvements (northbound right turn lane) in FY25-26 for a revised budget of \$5,357,000. The project is in the construction phase and the funds are being programmed to cover the purchase of right-of-way required from an existing service station along Aviation Boulevard for the intersection improvements. The project includes widening and adding a dedicated right turn lane on northbound Aviation Boulevard to eastbound Artesia Boulevard. The improvements include relocating the existing sidewalk (along with curbs, gutters, and driveways) to accommodate the dedicated right turn lane, installing traffic striping modifications, and installing new signal loop detectors. The project will likely increase VMT.

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

A total of \$422,579,402 has been programmed for a total of 78 projects in the Gateway Cities subregion to date. Of this amount, \$243,220,926 has been spent to date (58%). Currently, there are 61 active projects in various stages of development, with 17 projects completed. This update includes funding adjustments (reprogramming existing funds or programming new funds) for four existing projects described below.

LA County

Reprogram \$700,000 for MR306.01 - Whittier Boulevard (Indiana Street to Paramount Boulevard) Corridor Project (Call Match) F9304. The budget remains the same at \$700,000, which was originally programmed in the amount of \$700,000 in FY20-21, is being reprogrammed as follows: \$28,800 in FY20-21 (Prior Years), \$221,200 in FY25-26, and \$450,000 in FY26-27. The project is located within both the I-710 South and SR-91/I-605/I-405 corridors, therefore the Measure R Local Match funds have been programmed to reflect equal cost share expenditures between the I-710 South and I-605 “Hot Spots” programs. The purpose of the project is to improve traffic flow by synchronizing traffic signals along Whittier Boulevard. The project is in the design phase and funds are being reprogrammed to allow for the completion of design and construction. ITS improvements are also proposed to enhance communication with other jurisdiction traffic control systems and LA County's Information Exchange Network (IEN). This project will likely increase VMT.

Whittier

Program an additional \$1,427,000 for MR315.44 - Santa Fe Springs - Whittier Intersection Improvements Project in FY25-26 for a revised budget of \$5,995,200. The project is beginning construction, and additional funds are being programmed to account for bids exceeding the allocated amount. The city faced extensive delays in procuring a contractor, leading to increased construction costs due to unit price increases. A construction contract was awarded for this project and the next one (MR315.45). The project includes the realignment of Whittier Boulevard; the addition of a through lane along Whittier Boulevard; additional turn lane capacity, traffic signal and street light modification;

reconstruction of medians; drainage modifications; reconstruction of curb ramps, passageways, driveways, and sidewalks to American Disabilities Act (ADA) standards; and improvements to signing and striping to improve safety. This project will likely increase VMT.

Program an additional \$794,000 for MR315.45 - Painter Avenue - Whittier Improvements Project in FY25-26 for a revised budget of \$7,978,500. The project is beginning construction, and additional funds are being programmed to account for bids exceeding the allocated amount. The city faced extensive delays in procuring a contractor, leading to increased construction costs due to unit price increases. A construction contract was awarded for this project and the preceding one (MR315.44). The project includes the addition of east and westbound through lanes along Whittier Boulevard; increased left turn storage; modification/upgrade of traffic signals and lighting; reconstruction of curb returns; median reconstruction; reconstruction of curb ramps, passageways, driveways, and sidewalks to ADA standards; and upgrade of signing and striping to improve visibility and safety. This project will likely increase VMT.

Program an additional \$160,000 for MR315.46 - Colima Avenue - Whittier Intersection Improvements Project in FY25-26 for a revised budget of \$2,504,100. The project is in the PS&E phase, and additional funds are being programmed to complete the design phase. The project includes new left turn lanes in the northbound direction along Colima Road, additional left and right turn storage in the southbound direction along Colima Road, the construction of new curb and gutter, and the construction of new sidewalks. This project will likely increase VMT.

Gateway Cities I-710 South Early Action Projects

A total of \$359,766,485 has been programmed for a total of 75 projects in the Gateway Cities subregion. Of this amount, \$106,388,855 has been spent to date (30%). Currently, there are 61 active projects in various stages of development, with 14 projects completed. This update includes funding adjustments (programming new funds, reprogramming existing funds, or deobligating funds) for four existing projects described below. Projects that have deobligated funds will either be closed out and a final audit conducted, or the deobligated funds will be reallocated to another locally prioritized project.

Metro/Signal Hill

Program an additional \$250,000 for MR306.62 - Willow Street Corridor - Walnut Avenue to Cherry Avenue Congestion Relief Project in FY25-26 for a revised budget of \$7,562,050. Additional funds are needed for the ROW phase. The project will improve mobility, traffic signals, and safety. This project will likely increase VMT.

LA County

Reprogram \$700,000 for MR306.01 - Whittier Boulevard (Indiana Street to Paramount Boulevard) Corridor Project (Call Match) F9304. The budget remains the same at \$700,000, which was originally programmed in the amount of \$700,000 in FY20-21, is being reprogrammed as follows: \$58,100 in FY19-20 (Prior Years), \$7,500 in FY20-21 (Prior Years), \$20,000 in FY24-25 (Prior Years), \$164,400 in FY25-26, and \$450,000 in FY26-27. The purpose of the project is to improve traffic flow by

synchronizing traffic signals along Whittier Boulevard. The project is located within both the I-710 South and SR-91/I-605/I-405 corridors, therefore, the Measure R Local Match funds have been programmed to reflect equal cost share expenditures between the I-710 South and I-605 Corridor “Hot Spots” programs. The project is in the design phase and funds are being reprogrammed to allow for the completion of design and construction. ITS improvements are also proposed to enhance communication with other jurisdiction traffic control systems and LA County's Information Exchange Network (IEN). This project will likely increase VMT.

Bell Gardens

Deobligate \$265,439 for MR306.35 (F9111) - Florence Avenue Improvements at Ira Avenue & Jaboneria Road for a revised budget of \$18,010. The project is in the design phase and the city is requesting that this project be deobligated due to a gas station owner being unwilling to sell only a portion of the property needed for the project. Instead, they are demanding the sale of the entire property, which would significantly increase the project cost beyond the available budget. The city would like to move these deobligated funds to MR306.30 - Eastern Avenue & Florence Avenue Regional Surface Transportation Improvement (RSTI) Project, and staff concur with this request.

Program an additional \$265,439 deobligated from MR306.35 (F9111) for MR306.30 (F7120) - Eastern Avenue & Florence Avenue RSTI Project in FY25-26 for a revised budget of \$1,450,152. The project is in the construction phase and funds are being programmed to cover a funding shortfall for construction. The project includes two westbound left-turn lanes and a westbound dedicated right-turn lane to be constructed to improve mobility on Florence Avenue. This project will also widen sidewalks to include high-visibility crosswalks, pedestrian-level lights, drought-tolerant landscaping, and upgraded traffic signal timing. This project will likely increase VMT.

DETERMINATION OF SAFETY IMPACT

The multimodal subregional programs support the development of a transportation system that will balance multimodal mobility options and improvements that enable people to spend less time traveling.

FINANCIAL IMPACT

The highway projects are funded from the Measure R 20% Highway Capital subfund earmarked for several LA County subregions. FY26 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 Cities subregion, FY26 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, FY26 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 South 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 FY26 budget under Cost Center 0442 in Project No. 460330, Account 54001 (Subsidies to Others).

Since the Measure R Multimodal Highway Subregional Programs are multi-year programs that contain various projects, the Chief Planning Officer will be responsible for budgeting the costs in current and future years.

Impact to Budget

This action will not impact the approved FY26 budget. Staff will rebalance the approved FY26 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 Capital 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. These grants support transportation projects that enhance safety, accessibility, and efficiency including in Equity Focus Communities (EFCs) within the cities of Bell Gardens, Burbank, Carson, Gardena, Hawthorne, Whittier, as well as unincorporated areas of Los Angeles County.

Metro's Complete Streets and Highways staff provide technical assistance to jurisdictions in various subregions, assisting cities in determining Measure R funding eligibility and developing funding agreements, including project scope, cost, and schedules. Each city and/or agency, in coordination with its subregion, undertakes its own community engagement process tailored to the specific transportation improvements being developed. These locally determined and prioritized projects reflect the needs of the communities they serve.

VEHICLE MILES TRAVELED OUTCOME

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

While the agency remains committed to reducing VMT through transit and multimodal investments, some projects may induce or increase personal vehicle travel. However, these individual projects aim to ensure the efficient and safe movement of people and goods. Each project's VMT outcome is included in the brief project description earlier in this report. This Board item, which looks at a number of smaller investments across modes, will likely increase VMT in LA County, as it includes several projects that encourage driving alone.

Although this item may not directly contribute to the achievement of the Board-adopted VMT Reduction Targets, the VMT Targets were developed to account for the cumulative effect of a suite of programs and projects within the Metro region, which individually may induce or increase VMT. Additionally, Metro has a voter-approved mandate to deliver multimodal projects that enhance mobility while ensuring the efficient and safe movement of people and goods.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports the strategic plan goals:

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. 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, and time extensions.

NEXT STEPS

Staff will continue working with the subregions to execute necessary agreements for Board-approved projects within the Measure R Multimodal Highway Subregional Program. Staff will also continue working with the various subregions and local jurisdictions for their consideration of multimodal, safe, equitable, and sustainable investments within the Measure R Multimodal Highway Subregional Programs.

ATTACHMENTS

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

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Stephanie Wiggins
Chief Executive Officer

Agency	Project ID No.	PROJECT/LOCATION	Funding Phases	Note	Prior Alloc	Alloc Change	Current Alloc	Prior Yr Program	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2029-31
\$ in 000's		Total Measure R Programmed to Date			1,838,181	8,379	1,847,965	1,779,420	37,035	12,878	3,800	8,030	4,200	0
Arroyo Verdugo Operational Improvements (Expenditure Line 31)					140,764.8	7,000.0	147,764.7	118,677.5	19,665.3	7,425.0	1,800.0	197.0	0.0	0.0
Burbank	MR310.10	Widen Olive Ave / I-5 Bridge for center-turn lane	PID, PA&ED, PS&E	REP	3,897.0	0.0	3,897.0	0.0	500.0	2,000.0	1,200.0	197.0		
		TOTAL PROGRAMMING BURBANK			38,058.8	0.0	38,058.8	28,746.8	5,390.0	2,525.0	1,200.0	197.0	0.0	0.0
Glendale	MR310.68	Safe Route to School - Phase 6	PS&E, Construction	ADD	0.0	5,000.0	5,000.0	0.0	500.0	4,500.0				
Glendale	MR310.69	HSIP Cycle 12 Local Match Project	PS&E, Construction	ADD	0.0	2,000.0	2,000.0	0.0	1,000.0	400.0	600.0			
		TOTAL PROGRAMMING GLENDALE			88,697.3	7,000.0	95,697.2	76,563.7	13,633.6	4,900.0	600.0	0.0	0.0	0.0
Various	TBD	Future Arroyo Verdugo Operational Improvements Projects						0.0						
	TOTAL ARROYO VERDUGO PROGRAMMING				140,764.8	7,000.0	147,764.7	118,677.5	19,665.3	7,425.0	1,800.0	197.0	0.0	0.0
Las Virgenes/Malibu Operational Improvements (Expenditure Line 32)					173,668.0	0.0	173,668.0	173,668.0	0.0	0.0	0.0	0.0	0.0	0.0
Various	TBD	Future Las Virgenes/Malibu Operation Improvements Projects						0.0						
	TOTAL LAS VIRGENES/MALIBU PROGRAMMING				173,668.0	0.0	173,668.0	173,668.0	0.0	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)					455,600.2	(1,252.0)	454,348.3	446,495.1	920.0	1,400.0	0.0	5,533.2	0.0	0.0
Carson/Metro	MR312.41	Main Street and Figueroa Street Traffic Signal Upgrades	PS&E, Construction	CHG	4,220.0	823.0	5,043.0	4,220.0	823.0					
		TOTAL CARSON			5,370.0	823.0	6,193.0	5,370.0	823.0	0.0	0.0	0.0	0.0	0.0
El Segundo	MR312.57	Park Place Roadway Extension and Railroad Grade Separation Project	PID, PS&E	DEOB	5,350.0	(3,750.0)	1,600.0	5,350.0	(3,750.0)					
		TOTAL EL SEGUNDO			7,850.0	(3,750.0)	4,100.0	7,850.0	(3,750.0)	0.0	0.0	0.0	0.0	0.0
Gardena	MR312.79	Traffic Signal Install at Vermont Ave. and Magnolia Ave	PA&ED, PS&E	DEOB	144.0	(125.0)	19.0	144.0	(125.0)					
		TOTAL GARDENA			15,150.3	(125.0)	15,025.3	14,650.3	375.0	0.0	0.0	0.0	0.0	0.0
Hawthorne	MR312.66	Imperial Ave Signal Improvements and Intersection Capacity Project	PS&E, Construction	REP	1,995.0	0.0	1,995.0	307.1				1,687.9		
Hawthorne	MR312.67	Rosecrans Ave Signal Improvements and Intersection Capacity Enhancements.	PS&E, Construction	REP	3,200.0	0.0	3,200.0	1,161.1				2,038.9		
Hawthorne	MR312.68	El Segundo Blvd Improvements Project Phase I	PA&ED, Construction	REP	2,000.0	0.0	2,000.0	193.6				1,806.4		
		TOTAL HAWTHORNE			35,820.0	0.0	35,820.0	30,286.8	0.0	0.0	0.0	5,533.2	0.0	0.0
LA County	MR312.52	ITS: Improvements on South Bay Arterials (Call Match) F7310	PS&E, Construction	CHG/REP	1,021.0	1,400.0	2,421.0	1,449.0	972.0					
LA County	MR312.64	South Bay Arterial System Detection Project	Construction	REP	2,000.0	0.0	2,000.0	0.0	600.0	1,400.0				

Agency	Project ID No.	PROJECT/LOCATION	Funding Phases	Note	Prior Alloc	Alloc Change	Current Alloc	Prior Yr Program	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2029-31
\$ in 000's		Total Measure R Programmed to Date			1,838,181	8,379	1,847,965	1,779,420	37,035	12,878	3,800	8,030	4,200	0
		TOTAL LA COUNTY			3,328.0	1,400.0	4,728.0	1,756.0	1,572.0	1,400.0	0.0	0.0	0.0	0.0
Redondo Beach	MR312.06	Pacific Coast Highway improvements from Anita Street to Palos Verdes Blvd	PA&ED, PS&E, ROW, Construction	SCCH	2,400.0	0.0	2,400.0	2,400.0						
Redondo Beach	MR312.20	Aviation Blvd at Artesia Blvd intersection improvements (Northbound right turn lane)	PS&E, ROW, Construction	CHG	4,957.0	400.0	5,357.0	3,457.0	1,900.0					
		TOTAL REDONDO BEACH			18,301.0	400.0	18,701.0	16,801.0	1,900.0	0.0	0.0	0.0	0.0	0.0
Various	TBD	Future South Bay Projects						0.0						
		TOTAL SOUTH BAY PROGRAMMING			455,600.2	(1,252.0)	454,348.3	446,495.1	920.0	1,400.0	0.0	5,533.2	0.0	0.0
Gateway Cities: I-605/SR-91/I-405 Corridors “Hot Spots” (Expenditure Line 35)					422,579.4	2,381.1	424,960.5	415,835.9	8,253.6	871.0	0.0	0.0	0.0	0.0
LA County	MR306.01	Whittier Blvd (Indiana Street to Paramount Blvd) Corridor Project (Call Match) F9304	PA&ED, PS&E, Construction	REP	700.0	0.0	700.0	28.8	221.2	450.0				
		TOTAL PROGRAMMING LA COUNTY			11,437.1	0.0	11,437.1	10,765.9	221.2	450.0	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	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2029-31
\$ in 000's		Total Measure R Programmed to Date			1,838,181	8,379	1,847,965	1,779,420	37,035	12,878	3,800	8,030	4,200	0
Whittier	MR315.44	Santa Fe Springs Whittier Intersection Improvements: Construction	Construction	CHG	4,568.2	1,427.0	5,995.2	4,568.2	1,427.0					
Whittier	MR315.45	Painter Ave - Whittier Intersection Improvements: Construction	Construction	CHG	7,184.5	794.0	7,978.5	7,184.5	794.0					
Whittier	MR315.46	Colima Ave - Whittier Intersection Improvements: PSE, ROW, Construction	PS&E, Construction	CHG	2,344.1	160.0	2,504.1	2,344.1	160.0					
		TOTAL WHITTIER			14,096.8	2,381.0	16,477.8	14,096.8	2,381.0	0.0	0.0	0.0	0.0	0.0
Various	TBD	Future I-605/SR-91/I-405 "HOT SPOTS" Projects												
		TOTAL I-605"HOT SPOTS" PROGRAMMING			422,579.4	2,381.1	424,960.5	415,835.9	8,253.6	871.0	0.0	0.0	0.0	0.0
Gateway Cities: Interstate 710 South Early Action Projects (Expenditure Line 37)					359,766.5	250.1	361,421.256	341,632.9	0.0	0.0	2,000.0	2,300.0	4,200.0	0.0
Metro/Signal Hill	MR306.62	Willow St Corridor -- Walnut Ave to Cherry Ave Congestion Relief Project	PA&ED, PS&E	CHG	7,312.1	250.0	7,562.1	7,312.1	250.0					
		TOTAL PROGRAMMING METRO			177,757.0	250.1	178,007.1	167,557.1	450.0	1,500.0	2,000.0	2,300.0	4,200.0	0.0
LA County	MR306.01	Whittier Blvd (Indiana Street to Paramount Blvd) Corridor Project (Call Match) F9304	PA&ED, PS&E, Construction	REP	700.0	0.0	700.0	85.6	164.4	450.0				
		TOTAL LA COUNTY			857.0	0.0	857.0	242.6	164.4	450.0	0.0	0.0	0.0	0.0
Bell Gardens	MR306.30	Florence Ave/Eastern Ave Intersection Widening (Call Match) F7120	PS&E, ROW, Construction	CHG	1,184.7	265.4	1,450.1	1,184.7	265.4					
Bell Gardens	MR306.35	Florence/Jaboneria Intersection Project (Call Match) F9111	PS&E, ROW, Construction	DEOB	283.4	(265.4)	18.0	283.4	(265.4)					
		TOTAL BELL GARDENS			9,971.4	0.0	9,971.4	9,971.4	0.0	0.0	0.0	0.0	0.0	0.0
Various	TBD	Future I-710 SOUTH & EARLY ACTION PROJ						0.0						
		TOTAL I-710 SOUTH PROGRAMMING			359,766.5	250.1	361,421.3	341,632.9	8,195.7	3,182.2	2,000.0	2,300.0	4,200.0	0.0
North County: SR-138 Safety Enhancements (Expenditure Line 38)					200,000.0		200,000.0	200,000.0	0.0	0.0				
		TOTAL SR-138 PROGRAMMING			200,000.0		200,000.0	200,000.0	0.0	0.0				
North County: I-5/SR-14 Safety Enhancements (Expenditure Line 26)					85,802.5		85,802.5	83,110.2	0.0	0.0				
		TOTAL I-5/SR-14 PROGRAMMING			85,802.5		85,802.5	83,110.2	43.8	0.0				
		Total Measure R Programmed to Date			1,838,181	8,379	1,847,965	1,779,420	37,035	12,878	3,800	8,030	4,200	0
Legend: Amounts stated are in \$000's Lead Agency is the primary project manager for the administration of scope and use of funds Funding Agreement (FA): references the agreement number on file with Metro Project Location: Describes the general scope and parameters of the project Project Phase identifies which lifecycle phase the project is in at the time of reporting noted as follows: PI - Project Initiation / PE - Preliminary Engineering / EA - Environmental Analysis / FD - Final Design / ROW - Right of Way Acq / CON - Construction														

Agency	Project ID No.	PROJECT/LOCATION	Funding Phases	Note	Prior Alloc	Alloc Change	Current Alloc	Prior Yr Program	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2029-31
\$ in 000's		Total Measure R Programmed to Date			1,838,181	8,379	1,847,965	1,779,420	37,035	12,878	3,800	8,030	4,200	0
<div>Notes: Provide a quick reference to reported change for the period such as: Add - Addition of a new project / REP - Reprogram of funds / CHG - Change in funding / SCAD - Scope Addition / SCCH - Scope Change / BAD - Budget Adjustment / DEL - Deletion/ DEOB - Deobligation Prior Allocation identifies the reported project allocation reported in the previous report Alloc Change denotes the amount of change occurring in the current reporting period. Current Allocation identifies the total current allocation planned for a project. This includes the prior year Programming and the sum of the future fiscal years</div>														



Measure R Multimodal Highway Subregional Programs Update

Staff Recommendation

CONSIDER:

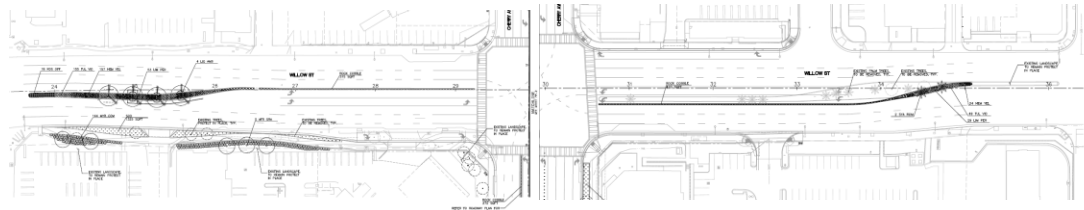
- A. APPROVING \$12,519,439 in additional programming within the capacity of Measure R Multimodal Highway Subregional Programs and funding changes via the updated project list shown in Attachment A. Projects within this Measure R Multimodal Highway Subregional Program are inclusive of traffic signal, pedestrian, bicycle, transit, and roadway improvements;
- B. APPROVING the deobligation of \$4,140,439 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 Chief Executive Officer (CEO) or her 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 (As of Mar 2025)	Amount Billed	% Spent
(\$in millions)					
Arroyo Verdugo Operational Improvements Expenditure Line 31	61	\$170.0	\$140.8	\$63.5	45%
La Virgenes/Malibu Operational Improvements Expenditure Line 32	31	\$175.0	\$173.7	\$135.0	78%
South Bay I-405, I-105, & SR-91 Ramp / Interchange Imps Expenditure Line 33	84	\$506.0	\$455.6	\$173.1	38%
Gateway Cities: I-605/SR-91/I-405 Corridors "Hot Spots" Expenditure Line 35	78	\$590.0	\$422.6	\$243.2	58%
Gateway Cities: Interstate 710 South Early Action Projects Expenditure Line 37	75	\$590.0	\$359.3	\$106.4	30%
North County: SR-138 Safety Enhancements Expenditure Line 38	12	\$200.0	\$200.0	\$69.5	35%
North County: I-5/SR-14 Safety Enhancements Expenditure Line 26	9	\$90.8	\$85.8	\$13.4	16%
TOTAL	350	\$2,321.8	\$1,837.8	\$804.1	44%

Examples of Measure R Multimodal Highway Projects

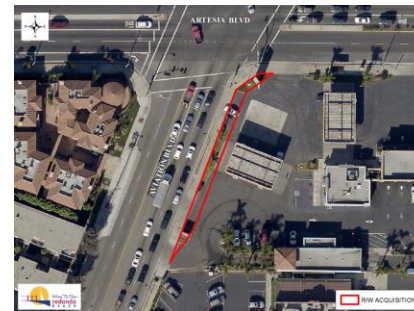
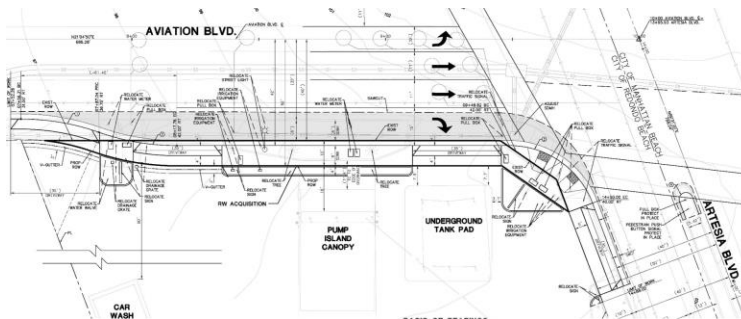
This update includes new projects and funding adjustments to 20 projects. Approximately 11 projects are expected to be completed by the 2028 Games.



Gateway Cities Subregion I-710 South Early Action Projects

MR306.62 - Willow St Corridor - Walnut Ave to Cherry Ave Congestion Relief Project

The project is in the right-of-way phase and will improve mobility, traffic signals, and safety.



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

MR312.20 - Aviation Boulevard at Artesia Boulevard Intersection Improvements

The project is in the construction phase and will modify the intersection to accommodate a dedicated right turn lane on northbound Aviation Boulevard to eastbound Artesia Boulevard.

Equity Focus Communities/Next Steps

Equity Focus Communities

This update includes board actions that advance the local priority projects for the EFCs within the cities of Bell Gardens, Burbank, Carson, Gardena, Hawthorne, Whittier as well as unincorporated areas of Los Angeles County.

Next Steps

Staff will continue working with the subregions to execute necessary agreements and work with the various subregions and local jurisdictions for their consideration of multimodal, safe, equitable, and sustainable investment within the Measure R Multimodal Highway Subregional Programs.





Board Report

File #: 2025-0323, File Type: Program

Agenda Number: 15.

PLANNING AND PROGRAMMING COMMITTEE JUNE 18, 2025

SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM UPDATE - SAN GABRIEL VALLEY SUBREGION

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

A. APPROVING:

1. Programming an additional \$12,321,943 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Active Transportation Program (expenditure line 54), as shown in Attachment A;
2. Programming an additional \$24,181,572 of Measure M MSP - First/Last Mile and Complete Streets Program (expenditure line 59), including inter-program borrowing of \$6,579,127 from the Measure M MSP - Active Transportation Program, as shown in Attachment B;
3. Deobligating \$50,271 of Measure M MSP - Bus System Improvement Program (expenditure line 58), as shown in Attachment C; and

B. AUTHORIZING the Chief Executive Officer (CEO) or their designee to negotiate and execute all necessary agreements for approved projects.

ISSUE

Measure M MSP funding is included in the Measure M Expenditure Plan. All MSP funds are limited to capital projects. The annual update allows the San Gabriel Valley Subregion and implementing agencies to approve new eligible projects for funding and revise the project scope of work and schedule for previously funded projects. Funds are programmed through Fiscal Year (FY) 2028-29. The Board's approval is required to update the project lists (Attachments A, B and C), which serve as the basis for Metro entering into agreements and/or amendments with the respective implementing agencies. There are no changes to the project lists in Attachments D and E, but they are included in this report as information.

BACKGROUND

Based on the amount provided in the Measure M Expenditure Plan, a total of \$124 million in MSP funds was forecasted to be available for programming for the San Gabriel Valley Subregion from FY 2017-18 to FY 2028-29. In prior actions, \$83.96 million has been programmed in support of 25 projects. To date, \$10.33 million has been expended. One project is closed, and five others have been completed and are in the close-out audit process. Therefore, \$40.04 million is available to the subregion for programming as part of this update.

In line with the Board adopted Measure M Master Guidelines (the Guidelines), agencies requesting MSP funds must provide documentation demonstrating community support, project needs, and multimodal transportation benefits that enhance safety, support traffic mobility, economic vitality, and enable a safer and well-maintained transportation system. Cities and the Council of Governments lead and prioritize all proposed transportation improvements, including procurement, the environmental process, outreach, final design, and construction. Each agency, independently and in coordination with their subregion, undertakes its 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 and the subregion.

DISCUSSION

Metro staff works closely with the San Gabriel Valley Council of Governments (SGVCOG) and the implementing agencies on project eligibility reviews of the proposed projects and project scope of work/schedule changes for this annual update, as applicable. The jurisdictional requests are proposed by the cities and approved/forwarded by the subregion.

During staff review, Metro required a detailed project scope of work to confirm project eligibility and establish the program nexus, including but not limited to project location and limits, length, elements, phase(s), total estimated expenses, funding requested, and schedules. Final approval of funds for the projects shall be contingent upon the implementing agency demonstrating the eligibility of each project, as required in the Guidelines. Staff expect the collection of the project details in advance of Board action to enable the timely execution of project Funding Agreements for approved projects. All MSP funds must be expended within three years from the fiscal year in which the funds are programmed, according to the Guidelines Timely Use of Funds Lapsing Policy. Staff will continue working with the implementing agencies and encouraging timely completion of the projects, in time for the 2028 Games. Additionally, all projects are subject to a close-out audit after completion, according to the Guidelines.

This report includes inter-program borrowing of funds from the Active Transportation to First/Last Mile and Complete Streets Program. This type of inter-program borrowing was approved in 2022 and 2023 for the San Gabriel Valley Subregion and other subregions in LA County. This is acceptable under the Board-adopted 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 February 2025, the SGVCOG Board approved the inter-program borrowing.

Active Transportation Program (expenditure line 54)

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

Azusa

- Program \$1,000,000 in FY 29 for MM4701.11 - East First Street and Baseline Road Street Improvement. This new project includes the installation of raised landscape medians, pedestrian level street lighting, Class II bike lanes, and will retrofit ADA ramps and updating the traffic signal timing of five traffic signals to incorporate leading pedestrian intervals. This project will likely decrease Vehicle Miles Traveled (VMT). The funds will be used for the project's construction phase.

LA County

- Program an additional \$700,000 in FY 26, FY 27 and FY 28 for MM4701.09 - Eaton Wash Bike Path - Phase I. This existing project will construct a 1.1-mile Class I bike path, a 0.2-mile Class III bike route, and marked crosswalks, and upgrade curb ramps. This project will likely decrease VMT. The funds will be used for the project's Plan Specifications and Estimates (PS&E), Right-of-Way (ROW) acquisition, and construction phases.

Monrovia

- Program \$1,000,000 in FY 29 for MM4701.12 - Colorado Boulevard Bikeway - Phase 1. This new project will provide bicycle and pedestrian improvements and connect the City of Arcadia bicycle system to Monrovia's Old Town. Project includes Class II and Class III bicycle facilities, sidewalk improvements, ADA ramp installation, and street improvements. This project will likely decrease VMT. The funds will be used for the project's construction phase.

San Gabriel

- Program \$362,600 in FY 26 for MM4701.13 - Roadway Safety Improvements and Bike Lane Installation. This new project includes intersection and pedestrian improvements, installation of a 0.7-mile bike lane to close a gap in the bicycle network, and a flashing beacon at a crosswalk. This project will likely decrease VMT. The funds will be used for the project's PS&E and construction phases.

SGVCOG

- Program an additional \$6,259,343 in FY 26, FY 27 and FY 29 for MM4701.10 - East San Gabriel Valley Sustainable Multimodal Improvements Project - Phase I. This existing project was awarded Measure M MSP Active Transportation, First/Last Mile and Complete Streets and Bus System Improvement Program funds. This project is the result of a partnership between the seven partner cities of Azusa, Claremont, Covina, Glendora, La Verne, Pomona, and San Dimas under the leadership of the SGVCOG. This additional Active Transportation fund will allow the cities of Claremont and Covina on improvements including but not limited to protected bike lanes, ADA-compliant access ramps, sidewalk improvements and repairs, bike

infrastructure, pedestrian crossing enhancements, and improved lighting and landscaping, etc. This project will likely decrease VMT. The funds will be used for the project's Project Approval and Environmental Document (PAED), PS&E and construction phases.

- Program an additional \$3,000,000 in FY 26 for MM5505.04 - ACE Turnbull Canyon Road Grade Separation (Pedestrian Bridge). This existing project was also awarded Measure M MSP funding from the Highway Efficiency Program. This project will construct a pedestrian bridge over the Union Pacific Railroad to eliminate the at-grade crossing. The project will likely decrease VMT. The funds will be used for the project's ROW and construction phases.

First/Last Mile and Complete Streets Program (expenditure line 59)

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

Alhambra

- Program \$1,000,000 in FY 26, FY 27, FY 28, and FY 29 for MM4703.11 - Alhambra Citywide Bus Stop Improvement. This new project will replace 15,000 square feet of damaged sidewalk, and install shaded bus shelters, bus benches, bus pads, detectable warning surface domes and trash containers. The project will likely decrease VMT. The funds will be used for the project's construction phase.

Arcadia

- Program \$4,500,000 in FY 26 for MM4703.12 - Colorado Boulevard Pedestrian and Bicycle Gap Closure Connectivity and Safety. This new project includes Class II bike lanes, sidewalks, curb extensions, and high visibility crosswalks to connect key destinations, close network gaps, and improve access to Arcadia's Metro A-Line Station. The project will likely decrease VMT. The funds will be used for the project's construction phase.

El Monte

- Program \$2,135,000 in FY 29 for MM4703.13 - Arden Drive Complete Street. This new project will reduce the 1.1-mile Arden Drive corridor from four to two lanes (one lane in each direction). Additionally, it includes the creation of Class IV cycle-tracks, including a parking lane as a buffer and a curb adjacent to the cycle-tracks. In some sections of the corridor, the Class IV cycle-tracks would transition to a buffered Class IIb bike lane. The project will likely decrease VMT. The funds will be used for the project's construction phase.

La Verne

- Program \$2,000,000 in FY 26 for MM4703.14 - Pathways to the Future: Building Safe, Accessible Routes for 2028 and Beyond. This new project includes the installation of wayfinding signage, shared lane markings (sharrows/a class III bike lane), and traffic-calming measures, and addresses critical first/last mile gaps in current bicycle and pedestrian infrastructure. This project will also support access to the LA County Fairgrounds which is a

recently announced 2028 Olympic and Paralympic Cricket venue. The project will likely decrease VMT. The funds will be used for the project's construction phase.

SGVCOG

- Program an additional \$8,287,336 in FY 26, FY 27 and FY 29 for MM4701.10 - East San Gabriel Valley Sustainable Multimodal Improvements Project - Phase I. This existing project was awarded Measure M MSP Active Transportation, First/Last Mile and Complete Streets and Bus System Improvement Program funds. This project is the result of a partnership between the seven partner cities of Azusa, Claremont, Covina, Glendora, La Verne, Pomona, and San Dimas under the leadership of the SGVCOG. This additional First/Last Mile and Complete Streets fund will allow cities of Glendora, Pomona and San Dimas on improvements including but not limited to drought-tolerant raised medians, curb extensions, pedestrian and traffic street lighting, wayfinding signage, and Class IV separated bike lanes, etc. This project will likely decrease VMT. The funds will be used for the project's PAED, PS&E and construction phases.

South El Monte

- Program an additional \$3,500,000 in FY 26 for MM4703.09 - Santa Anita Avenue Walkability Project. This existing project includes bicycle and pedestrian mobility elements, such as installing Class II buffered bike lanes, and enhancing safety for non-motorized transportation. Pedestrian access will be improved with continuous ADA-compliant sidewalks, curb ramps, driveways, curb and gutters, bulb outs, and raised center medians. The project also includes high-visibility crosswalks, enhanced signage, roadway rehabilitation, and a range of street furniture. This project will likely decrease VMT. The funds will be used for the project's environmental, PS&E and construction phases.

Temple City

- Program \$1,000,000 in FY 29 for MM4703.15 - Citywide Bicycle Route and Pedestrian Enhancements. This new project includes improvements to bicycle detection at 18 signalized intersections, as well as enhancements to pedestrian detection and ADA compliance at several locations. The project will likely decrease VMT. The funds will be used for the project's PS&E and construction phases.

West Covina

- Program \$1,759,236 in FY 29 for MM4703.16 - West Covina Citywide Pedestrian and Transit Safety Improvement. This new project will install high visibility crosswalk striping, signage, a flashing beacon, speed feedback signs, pedestrian countdown signal heads, audible pedestrian signals, pavement legend markings, ADA-compliant curb ramps with truncated domes at locations approaching parks, schools, near high pedestrian generators. This project will likely decrease VMT. The funds will be used for the project's PS&E and construction phases.

Bus System Improvement Program (expenditure line 58)

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

Foothill Transit

- Deobligate \$50,271 from MM4702.01 - Colorado Boulevard Corridor Signal Priority Upgrade Project. This project was completed and audited with a project savings. This savings will be returned to the overall Measure M - Bus System Improvement Program, and made available for future project programming.

DETERMINATION OF SAFETY IMPACT

Programming of Measure M MSP funds to the San Gabriel Valley subregion projects will not have any adverse safety impacts on Metro's employees or patrons. It will result in improved safety for pedestrians, bicyclists, and people accessing transit.

FINANCIAL IMPACT

In FY 2024-25, \$15.35 million is budgeted in Cost Center 0441 (Subsidies to Others) for the Active Transportation Program (Project #474401), \$5.02 million is budgeted in Cost Center 0441 (Subsidies to Others) for the Transit Program (Project #474102) and \$1 million is budgeted in Cost Center 0442 (Highway Subsidies) for the Highway Efficiency Program (Project #475503). Upon approval of this action, staff will reallocate necessary funds to appropriate projects within Cost Center 0441. Since these are multi-year projects, Cost Centers 0441 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 San Gabriel Valley subregion consists of 31 cities and unincorporated communities in Los Angeles County. Twenty-four percent of census tracts in the subregion are defined as Equity Focus Communities (EFCs). Cities within the subregion where most census tracts are EFCs include Alhambra, Rosemead, El Monte, South El Monte, and Pomona.

All the proposed projects in this update are supporting active transportation or first/last mile improvements, or improving overall safety for non-motorized users. For example, the proposed City of La Verne project, which is in close vicinity of a recently announced 2028 Olympic and Paralympic Cricket venue at the LA County Fairplex Fairgrounds, will include the 3rd Street Bike Boulevard which will connect downtown La Verne, the University of La Verne, and the future Gold Line Station. The downtown wayfinding system will link major destinations, including the new Gold Line station,

University of La Verne, and the LA County Fairgrounds. The project supports La Verne's 2021 Active Transportation Plan, 2023 Local Roadway Safety Plan, Metro's 2019 Gold Line Foothill Extension 2B First/Last Mile Plan, and the Old Town La Verne Specific Plan. The project supports healthy travel options, particularly benefiting disadvantaged and transit-dependent populations located in southern La Verne and northern Pomona. By reducing traffic congestion, enhancing connectivity to key destinations, and benefiting disadvantaged communities, the project promotes safer, more inclusive infrastructure for residents and visitors. Preparing for a significant increase in traffic, La Verne is committed to meeting the car-free, transit-first goal by developing sustainable transportation options that create seamless, active transit connections between the Gold Line Station, Bonelli Regional Park, and local amenities.

VEHICLE MILES TRAVELED OUTCOME

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

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This item supports Metro's systemwide strategy to reduce VMT through planning activities that will improve and further encourage transit ridership, ridesharing, and active transportation. The details of how specific projects may impact Metro's VMT reduction targets are shared in the "Discussion" section of this report. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports the following 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 elect not to approve the additional programming of funds for the Measure M MSP projects for the San Gabriel Valley subregion. This is not recommended as the San Gabriel Valley Subregion developed the proposed projects in accordance with the Measure M Ordinance, Guidelines, and Administrative Procedures, and may delay the development and delivery of projects.

NEXT STEPS

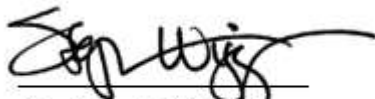
Metro staff will continue to work with the subregion to identify and deliver projects. Funding Agreements will be executed with those who have funds programmed in FY 2025-26. Program/Project updates will be provided to the Board annually.

ATTACHMENTS

Attachment A - Active Transportation Program Project List
Attachment B - First/Last Mile and Complete Streets Program Project List
Attachment C - Bus System Improvement Program Project List
Attachment D - Highway Efficiency Program Project List
Attachment E - Highway Demand Based Program Project List

Prepared by: Fanny Pan, Executive Officer, Countywide Planning & Development, (213) 418-3433
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Stephanie Wiggins
Chief Executive Officer

San Gabriel Subregion

Measure M Multi-Year Subregional Plan - Active Transportation Program (Expenditure Line 54)

	Agency	Project ID No.	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
1	Alhambra	MM4701.02	Lit Crosswalk Control Devices	Construction		\$ 636,800		\$ 636,800	\$ 636,800					
2	Azusa	MM4701.11	East First Street and Baseline Road Street Improvement	Construction	New		1,000,000	1,000,000						1,000,000
3	El Monte	MM4701.03	El Monte Fern and Elliot Class (3) Bike Boulevard Project	PS&E Construction	Audit	582,075		582,075	582,075					
4	Industry	MM4701.04	City of Industry East-West Bikeway Project	PS&E Construction		1,492,500		1,492,500	1,492,500					
5	LA County	MM4701.05	Huntington Drive Bike Lanes	Construction		4,278,500		4,278,500	4,278,500					
6	LA County	MM4701.09	Eaton Wash Bike Path - Phase I	PS&E ROW Construction	Chg	1,990,000	700,000	2,690,000	200,000	200,000	1,740,000	500,000	50,000	
7	Monrovia	MM4701.06	Monrovia Active Community Travel Vinculum	PS&E Construction		3,880,000		3,880,000	388,000	3,492,000				
8	Monrovia	MM4701.12	Colorado Boulevard Bikeway - Phase 1	Construction	New		1,000,000	1,000,000						1,000,000
9	Pomona	MM4701.07	San Jose Creek Multi-Use Bikeway	PS&E		1,428,876		1,428,876	1,428,876					
10	Rosemead	MM4701.08	Mission Drive: Pedestrian Hybrid Beacon System	PS&E Construction		388,050		388,050	388,050					
11	San Gabriel	MM4701.13	Roadway Safety Improvements and Bike Lane Installation	PS&E Construction	New		362,600	362,600			362,600			
12	SGVCOG	MM4701.01	Planning Activities for Measure M Multi-Year Subregional Programs ^	Planning		312,936		312,936	188,136	60,000	64,800			
13	SGVCOG	MM4701.10	East San Gabriel Valley Sustainable Multimodal Improvements Project - Phase I	PAED PS&E Construction	Chg	6,452,974	6,259,343	12,712,317	1,370,000	4,000,000	4,525,136	952,181		1,865,000
14	SGVCOG (ACE)	MM5505.04	ACE - Turnbull Canyon Road Grade Separation (Pedestrian Bridge)	ROW Construction	Chg		3,000,000	3,000,000	-		3,000,000			
Total Programming Amount						\$ 21,442,711	\$ 12,321,943	\$ 33,764,654	\$ 10,952,937	\$ 7,752,000	\$ 9,692,536	\$ 1,452,181	\$ 50,000	\$ 3,865,000

^ Subregion Planning Activities (0.5%) for Measure M Multi-Year Subregional Program.

San Gabriel Subregion

Measure M Multi-Year Subregional Plan - First/Last Mile and Complete Streets (expenditure line 59)

	Agency	Project ID No.	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
1	Alhambra	MM4703.11	Alhambra Citywide Bus Stop Improvement	Construction	New		\$ 1,000,000	\$ 1,000,000			\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
2	Arcadia	MM4703.01	Arcadia Gold Line Station Pedestrian Access Corridors	PS&E Construction		1,741,250		1,741,250	1,741,250					
3	Arcadia	MM4703.12	Colorado Boulevard Pedestrian and Bicycle Gap Closure Connectivity and Safety	Construction	New		4,500,000	4,500,000			4,500,000			
4	Baldwin Park	MM4703.02	Baldwin Park Transit Center First-Last Mile Project (CFP# F9620)	PS&E Construction		652,975		652,975	652,975					
5	Claremont	MM4703.03	College Avenue Pedestrian and Bike Improvements	PS&E Construction		686,945		686,945	686,945					
6	Covina	MM4703.04	Citrus Avenue Complete Streets Enhancements	PS&E Construction	Audit	1,741,250		1,741,250	1,741,250					
7	Diamond Bar	MM4703.05	Diamond Bar Blvd. Complete Streets Project	PS&E Construction		2,985,000		2,985,000	2,985,000					
8	Duarte	MM4703.06	Duarte Gold Line Station Pedestrian Access and Bicyclist Safety Improvements, Phase II	Construction		1,620,855		1,620,855	1,620,855					
9	El Monte	MM4703.13	Arden Drive Complete Street	Construction	New		2,135,000	2,135,000						2,135,000
10	La Verne	MM4703.14	Pathways to the Future: Building Safe, Accessible Routes for 2028 and Beyond	Construction	New		2,000,000	2,000,000			2,000,000			
11	SGVCOG (La Verne)	MM4703.07	Gold Line Transit Oriented Development Pedestrian Bridge	PS&E	Compl	895,500		895,500	895,500					
12	SGVCOG	MM4701.10	East San Gabriel Valley Sustainable Multimodal Improvements Project - Phase I	PAED PS&E Construction	Chg	8,395,000	8,287,336	16,682,336	5,204,714	3,190,286	1,134,098	2,193,238		4,960,000
13	San Dimas	MM4703.08	San Dimas Ave. Pedestrian and Bikeway Improvement Project from Gold Line Station to Avenida Loma Vista	PS&E Construction		895,500		895,500	895,500					
14	South El Monte	MM4703.09	Santa Anita Avenue Walkability Project	Environmental PS&E Construction	Chg	5,671,500	3,500,000	9,171,500	512,384	3,458,653	5,200,463			
15	Temple City	MM4703.15	Citywide Bicycle Route and Pedestrian Enhancements	PS&E Construction	New		1,000,000	1,000,000						1,000,000
16	West Covina	MM4703.16	West Covina Citywide Pedestrian and Transit Safety Improvement	PS&E Construction	New		1,759,236	1,759,236						1,759,236
Total Programming Amount						\$ 25,285,775	\$ 24,181,572	\$ 49,467,347	\$ 16,936,373	\$ 6,648,939	\$ 13,084,561	\$ 2,443,238	\$ 250,000	\$ 10,104,236

San Gabriel Subregion
Measure M Multi-Year Subregional Plan - Bus System Improvement Program (Expenditure Line 58)

	Agency	Project ID No.	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
1	Foothill Transit	MM4702.01	Colorado Boulevard Corridor Signal Priority Upgrade Project	PS&E Equipment Purchase/Lease Construction	Clsd	\$ 286,316	(50,271)	\$ 236,045	\$ 236,045					
2	Foothill Transit	MM4702.02	Amar Boulevard Corridor Improvement Project	PS&E Equipment Purchase/Lease Construction		211,158		\$ 211,158	211,158					
3	SGVCOG	MM4702.03	East San Gabriel Valley Sustainable Multimodal Improvements Project - Phase I	PS&E Construction		150,000		\$ 150,000	150,000					
Total Programming Amount						\$ 647,474	\$ (50,271)	\$ 597,203	\$ 597,203	\$ -	\$ -	\$ -	\$ -	\$ -

San Gabriel Subregion

Measure M Multi-Year Subregional Plan - Highway Efficiency Program (expenditure line 82)

	Agency	Project ID No.	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
1	SGVCOG (ACE)	MM5505.01	State Route 60 and Lemon Avenue	Construction	Audit	\$ 5,273,500		\$ 5,273,500	\$5,273,500					
2	SGVCOG (ACE)	MM5505.02	ACE - Montebello Corridor Grade Separation Project	PS&E ROW Construction		\$ 16,625,000		\$ 16,625,000		7,553,000		3,029,000	3,500,000	2,543,000
3	SGVCOG (ACE)	MM5505.03	ACE - Pomona At-Grade Pedestrian Crossing Safety Improvement Project and Others	PS&E ROW Construction		\$ 10,683,000		\$ 10,683,000		5,669,000	5,014,000			
4	SGVCOG (ACE)	MM5505.04	ACE -Turnbull Canyon Road Grade Separation Project	ROW Construction		\$ 3,000,000		\$ 3,000,000						3,000,000
Total Programming Amount						\$ 35,581,500	\$ -	\$ 35,581,500	\$5,273,500	\$7,553,000	\$5,669,000	\$8,043,000	\$3,500,000	\$5,543,000

San Gabriel Subregion
Measure M Multi-Year Subregional Plan - Highway Demand Based Program (expenditure line 60)

	Agency	Project ID No.	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
1	SGVCOG	MM5501.01	Diamond Bar Boulevard SR-60 Eastbound On-ramp Improvement Project	Construction	Audit	1,000,000		1,000,000			\$1,000,000			
Total Programming Amount						\$1,000,000	\$ -	\$1,000,000	\$ -	\$ -	\$1,000,000	\$ -	\$ -	\$ -



Measure M Multi-year Subregional Program San Gabriel Subregion

Planning and Programming Committee
June 18, 2025



Metro

File# 2025-0323

San Gabriel Subregion

- Five Multi-Subregional Programs (MSP)
 - Active Transportation (expenditure line 54)
 - Bus System Improvement (expenditure line 58)
 - First/Last Mile and Complete Streets (expenditure line 59)
 - Highway Demand Based (expenditure line 60)
 - Highway Efficiency (expenditure line 82)
- 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 - 2027 Local, State, Federal, Other Funding 2015\$	Measure M Funding 2015\$	Most Recent Cost Estimate 2015\$**	Modal Code
			Ground-breaking Start Date ¹	Expected Opening Date (3 year range)					
	Multi-Year Subregional Programs			1 st yr of Range					
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		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	oc	\$0	\$215,000	\$215,000	H
56	Active Transportation, Transit, and Tech. Program		FY 2018	FY 2032	lvm	\$0	\$32,000	\$32,000	T
57	Highway Efficiency Program		FY 2018	FY 2032	lvm	\$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-805 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	sb	\$800,000	\$500,000	\$1,100,000	H
64	Transit Program		FY 2018	FY 2057	nc	\$500,000	\$98,000	\$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	\$1,198,000	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	\$138,500	\$138,500	H
72	Los Angeles Safe Routes to School Initiative		FY 2033	FY 2057	oc	\$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	oc	\$0	\$250,000	\$250,000	T
77	Freeway Interchange and Operational Improvements		FY 2048	FY 2057	oc	\$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	\$802,800	\$802,800	H
84	ITS/Technology Program (Advanced Signal Tech.)		FY 2048	FY 2057	sg	\$0	\$68,000	\$68,000	H
85	LA Streetscape Enhance. & Great Streets Program		FY 2048	FY 2057	oc	\$0	\$450,000	\$450,000	H
86	Modal Connectivity Program		FY 2048	FY 2057	lvm	\$0	\$68,000	\$68,000	H
87	Public Transit State of Good Repair Program		FY 2048	FY 2057	oc	\$0	\$402,000	\$402,000	T
88	Traffic Congestion Relief and Improvement Program		FY 2048	FY 2057	lvm	\$0	\$83,000	\$83,000	H
89	Traffic Congestion Relief/Signal Synchronization		FY 2048	FY 2057	oc	\$0	\$50,000	\$50,000	H
90	Arroyo Verdugo Projects to be Determined		FY 2048	FY 2057	av	\$0	\$110,800	\$110,800	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	

June 2025 Recommendations

CONSIDER:

A. APPROVING:

1. Programming an additional \$12,321,943 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Active Transportation Program (expenditure line 54), as shown in Attachment A;
2. Programming an additional \$24,181,572 of Measure M MSP - First/Last Mile and Complete Streets Program (expenditure line 59), including inter-program borrowing of \$6,579,127 from the Measure M MSP - Active Transportation Program, as shown in Attachment B;
3. Deobligating \$50,271 of Measure M MSP - Bus System Improvement Program (expenditure line 58), as shown in Attachment C; and

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

Recommended Projects

This update includes funding adjustments to six Active Transportation, eight First/Last Mile Complete Streets (one supports the 2028 Games), and one Bus System Improvement projects.

- Approximately 10 projects are expected to be completed by the 2028 Games.




 **Bicycle Lane**
On-street bicycle facility identified with striping



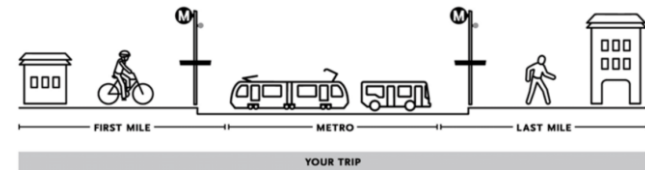
 **Pedestrian Lighting**
Human-scaled lighting for comfort and safety



 **Bicycle Boulevard**
Street with lower vehicular speeds and traffic volumes, which are specially enhanced for cyclists through landscaping, lighting, signage, and other improvements



 **Bus Stop Improvements**
Enhanced shelter, bench, real-time signage, and other amenities



* Images are for illustrative purposes only.

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 #: 2025-0256, File Type: Contract

Agenda Number: 17.

EXECUTIVE MANAGEMENT COMMITTEE JUNE 18, 2025

SUBJECT: RECRUITMENT STRATEGIC ASPIRATION SERVICES

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to execute Modification No. 2 to Contract No. PS108564000 with McKinsey & Company, Inc. (McKinsey) to continue to provide consultant support services for hiring process improvements, continuous job classification analysis, planning and recruitment, employee retention enhancements and internal customer-centric training and development, in an amount Not-To-Exceed (NTE) \$5,410,000, increasing the contract value from \$3,975,000 to \$9,385,000 and extending the period of performance from December 31, 2025, to June 30, 2026.

ISSUE

Contract No. PS108564000 was awarded in July 2024 to McKinsey, a strategy and global management consulting firm, focused on advancing the pursuit of sustainability, inclusion, and growth. The contract provided consultant support to evaluate Metro's hiring department structure and job classifications, assess hiring processes, and review efforts to retain employees. Notable improvements have been achieved in improving time-to-hire and lowering the agency vacancy rate, however, staff has identified further opportunities needed to maintain this progress and enhance the post-recruitment employee experience.

BACKGROUND

In November 2024, Metro had 780 vacancies and hired approximately 100 employees per month. Depending on the complexity of the recruitment, the process for filling vacancies previously ranged between 12-31 weeks per hire. In response, McKinsey strategically evaluated Metro's hiring process across all phases, and provided targeted recommendations to improve recruitment efforts, particularly for mission-critical positions and roles across the agency. Also, Metro launched a tactical initiative entitled the Talent Win Room, that is comprised of a dedicated team of Metro and McKinsey staff focused on implementing a sustainable strategy ensuring roles and recruitments are prioritized, organized, and managed on a daily basis to address the backlog of vacancies and support critical openings/initiatives such as C Line's LAX/Metro Transit Center, A Line expansion, and the Metro Center.

As a result of strategic process improvements made thus far, the average time to hire for non-contract roles has decreased, taking just 8 weeks per hire, which is within Metro's strategic aspiration goal of attaining an average hiring timeline of less than 90 days. This effort has significantly reduced the agency's non-contract vacancy rate, which now stands at 13.1% (previously at 18.6%), with further reductions anticipated by the end of FY25 (June 2025). Additionally, as part of this effort, Metro successfully extended a total of 585 job offers (contract and non-contract positions) with an 80% acceptance rate. For non-contract vacancies, this is a 55% increase in job offers extended when compared to the previous year. As of early June 2025, there are 659 vacancies, inclusive of 395 contract and 264 non-contract vacancies. Currently, Metro hires 170 employees each month on average, of which 100 are high volume recruitment efforts for bus operators to maintain required service levels.

As Metro continues to pursue its strategic goal of reimagining talent attraction and building a high-performing workforce, the Chief People Office requires ongoing support to sustain the momentum of the Talent Win Room, continue improving recruitment outcomes, and shift focus on post-recruitment employee retention. This next phase will involve reviewing the Pension and Benefit framework, identifying opportunities for process innovation, streamlining resource planning, engaging key stakeholders, leveraging technology and system integration, prioritizing critical roles and resources, and developing timelines for improving the post-recruitment employee experience. The next phase will also entail customer centric training focused on ensuring Metro adopts a customer-first internal culture through effective communication to deliver exceptional employee support, from onboarding to leadership development through to retirement.

DISCUSSION

Metro has made significant progress in attracting talent by improving time-to-hire and reducing the agency's vacancy rate and therefore, sustaining these gains requires a strong retention strategy. Metro employees are recipients of robust pension and benefits plans, which serve as a primary tool in retaining talent in a competitive market. These benefits are essential not only for employee satisfaction and well-being, but also as a key driver in ensuring long-term commitment to Metro's mission.

To further enhance employee retention, Metro requires support for a strategic review of the post-recruitment employee experience. This effort is expected to drive long-term improvements in employee engagement and the quality of services provided. Additionally, this will enable a thorough evaluation of current processes, identify opportunities to enhance customer service, and recommend ways to optimize the structure and efficiency of the Pension and Benefits department. These improvements will help Metro attract and retain top talent, align with industry best practices, and better meet the evolving needs of its diverse workforce. Specifically, this work will be measured by further reduction of Metro's vacancy rate and its time-to-hire. Metro staff will benchmark and improve its response time to employee inquiries related to pension and benefits. Metro will focus on the following recruitment and retention areas:

1. Talent Win Room Continuation/Sustainment
2. Monitor and Integrate Vacancy Tracking Tool

3. Pension & Benefits Post-Recruitment Retention Support & Strategic Services
4. Internal Customer Centric Training

This proactive approach to attracting and retaining talent reinforces the agency's commitment to its workforce and supports the long-term success and overall stability of our talent, which is Metro's most valuable asset. By addressing both the pre- and post-recruitment employee experience, reviewing additional internal processes, and executing key initiatives now, the agency will be better positioned to gain a competitive advantage through strategic and forward-looking recruitment and retention practices. In addition, this approach will integrate employee customer-centric experience journey mapping and a thorough review of current practices, including training aimed at directly improving the employee experience and supporting long-term retention.

DETERMINATION OF SAFETY IMPACT

Approval of this contract modification will allow Metro to continue working towards the effective recruitment of mission-critical positions and support retention strategies. This proactive approach ensures the safety of our employees, Metro customers, and the public at large.

FINANCIAL IMPACT

This action will not have an impact on the FY25 budget as expenses will be incurred in FY26. Additionally, the FY26 budget includes funding for this contract modification under cost center 2314 Strategic Hiring, project 100001, task 01.01, General Overhead.

The cost center manager and the Chief People Officer are accountable for budgeting the cost in FY26.

Impact to Budget

The source of funding will be administrative funds that are not eligible for bus/rail operating expenses.

EQUITY PLATFORM

The services provided by the consultant will ensure Metro continues to focus on the effective recruitment and retention of mission-critical positions and customer centric initiatives at Metro. This action ensures that Metro continues to attract and retain employees in a timely, proactive and strategic approach while maintaining all regulatory, safety, and Equal Employment Opportunity requirements, and delivering world-class transit service throughout Los Angeles County.

The Diversity & Economic Opportunity Department did not establish a Small Business Enterprise (SBE) or Disabled Veteran Business Enterprise (DVBE) goal on the original contract and McKinsey & Company, Inc. did not make an SBE/DVBE commitment. However, McKinsey & Company, Inc. added a DVBE firm with a 5.25% commitment, and has achieved 3.71% DVBE participation to date (Attachment C).

VEHICLE MILES TRAVELED OUTCOME

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

While this item does not directly encourage taking transit, sharing a ride, or using active transportation, it is a vital part of recruiting and retaining Metro's human capital which is critical to delivering transit services. By ensuring we continue to recruit for mission critical positions and retain internal talent, this action supports Metro's ability to provide a reliable, safe, and attractive alternative to driving. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item supports the overall function of the agency, this item is consistent with the goals of reducing VMT.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This Board action supports Strategic Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization. This contract modification will ensure that Metro continues to receive accelerated recruitment strategic and retention aspiration support services in advance of new initiatives, regional events and expansion efforts impacting Metro's workforce.

ALTERNATIVES CONSIDERED

The Board may choose not to approve the recommendation for the contract modification for recruitment and retention strategic aspiration support services. An option is to assign this responsibility in-house; however, this is not recommended as Metro does not have the resources to implement further hiring process improvements, integrate a vacancy projection tool, enhance employee retention strategies, and deliver internal customer-centric training, while performing their current duties.

NEXT STEPS

Upon Board approval, staff will execute Modification No. 2 to Contract No. PS108564000 with McKinsey to continue to provide recruitment and retention strategic aspiration services.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - Contract Modification/Change Order Log
Attachment C - DEOD Summary

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Stephanie Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY
RECRUITMENT STRATEGIC ASPIRATION SERVICES / PS108564000

1.	Contract Number: PS108564000		
2.	Contractor: McKinsey & Company, Inc. (McKinsey)		
3.	Mod. Work Description: Ongoing consultant support services for hiring process improvements, continuous job classification analysis, planning and recruitment, employee retention enhancements, internal customer-centric training and development; and extend the period of performance through 6/30/26.		
4.	Contract Work Description: Evaluate Metro's current processes, identify opportunities for improving customer service and support, and propose recommendations for optimizing the structure and efficiency.		
5.	The following data is current as of: 05/15/25		
6.	Contract Completion Status		Financial Status
	Contract Awarded:	7/1/24	Contract Award Amount: \$497,500
	Notice to Proceed (NTP):	N/A	Total of Modifications Approved: Not-to-Exceed (NTE) \$3,477,500
	Original Complete Date:	12/31/25	Pending Modifications (including this action): NTE \$5,410,000
	Current Est. Complete Date:	6/30/26	Current Contract Value (with this action): NTE \$9,385,000
7.	Contract Administrator: Annie Duong		Telephone Number: (213) 418-3048
8.	Project Manager: Don Howey		Telephone Number: (213) 922-8867

A. Procurement Background

This Board Action is to approve Contract Modification No. 2 to provide ongoing consultant support services for hiring process improvements, continuous job classification analysis, planning and recruitment, employee retention enhancements, and internal customer-centric training and development. This Modification will also extend the period of performance from December 31, 2025 through June 30, 2026.

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

On July 1, 2024, Metro awarded a one-year contract to McKinsey & Company, Inc. for recruitment strategic aspiration.

A total of one modification has been issued to date.

Refer to Attachment B – Contract Modification/Change Order Log.

B. Price Analysis

The recommended price has been determined to be fair and reasonable based on the Independent Cost Estimate (ICE), price analysis using historical pricing for similar services to other public agencies, and technical analysis. The ICE is based on the original negotiated contract rates.

Proposal Amount	Metro ICE	Recommended Amount
\$5,410,000	\$5,500,000	\$5,410,000

ATTACHMENT B**CONTRACT MODIFICATION/CHANGE ORDER LOG****RECRUITMENT STRATEGIC ASPIRATION SERVICES / PS108564000**

Mod No.	Description	Status (approved or pending)	Date	\$ Amount
1	Consultant support services for hiring process improvements, continued job classification analysis, and execution of strategies to reduce vacancy rates and retain talent; and extend the Period of Performance (POP) through 12/31/25.	Approved	12/5/24	Not to Exceed (NTE) \$3,477,500
2	Ongoing consultant support services for hiring process improvement, continuous job classification analysis, planning and recruitment, employee retention enhancements, internal customer-centric training and development; and extend the POP through 6/30/26.	Pending	Pending	NTE \$5,410,000
	Modification Total			\$8,887,500
	Original Contract:		7/1/24	\$497,500
	Total:			NTE \$9,385,000

DEOD SUMMARY

RECRUITMENT STRATEGIC ASPIRATION SERVICES/PS108564000

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) did not establish a Small Business Enterprise (SBE) or Disabled Veteran Business Enterprise (DVBE) goal for this contract due to the lack of availability of certified firms with the capacity to perform the highly specialized strategic consulting services required.

While McKinsey & Company, Inc. did not initially commit to SBE or DVBE participation, the firm was encouraged to engage small businesses where feasible. As part of this contract modification, McKinsey & Company, Inc. has added Patricio Systems, LLC, a certified DVBE, to provide information technology services under the agreement, achieving 3.71% DVBE participation.

Small Business Commitment	0.00% SBE 0.00% DVBE	Small Business Participation	0.00% SBE 3.71% DVBE
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	DVBE Subcontractors	% Committed	Current Participation¹
1.	Patricio Systems, LLC	Added	3.71%
	Total	0.00%	3.71%

¹Current Participation = Total Actual amount Paid-to-Date to Certified Firms ÷ Total Actual Amount Paid-to-date to Prime.

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

Prevailing Wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of \$2.5 million.

Recruitment Strategic Aspiration Services Contract Modification



Executive Management Committee
June 18, 2025

Staff Recommendation

AUTHORIZE the Chief Executive Officer (CEO) to:

Execute Modification No. 2 to Contract No. PS108564000 with McKinsey & Company, Inc. (McKinsey) to continue to provide consultant support services for hiring process improvements, continuous job classification analysis, planning and recruitment, employee retention enhancements and internal customer-centric training and development, in an amount Not-to-Exceed (NTE) \$5,410,000, increasing the contract value from \$3,975,000 to \$9,385,000 and extend the period of performance from December 31, 2025, to June 30, 2026

Background

Talent Win Room Initiative (Launched Nov 2024)

- Strategic effort to streamline hiring and prioritize critical roles
- Support staffing needs to maintain daily operations and in preparation for C Line LAX opening and A Line expansion
- Focus on sustainable, strategic hiring agencywide

Key Progress (Past 5 Months)

- 585 offers extended with 468 acceptances (80%)
- Average time-to-hire: 8 weeks (previously 12-31 weeks per hire)
- Non-contract vacancy rate: 13.1% (previously 18.6%)
- Ongoing high-volume recruitments of mission essential roles (i.e. Bus Operators & Custodians)

Strengthening Retention

- Develop a robust post-recruitment strategy
- Focus on employee experience through internal customer journey mapping & customer centric training
- Review Pension & Benefits current practices including to improve the employee experience and support long-term retention

Recruitment Strategic Aspiration Services – Contract Mod

With McKinsey's support, Metro will:

Continue leveraging the internal tactical Talent Win Room team:

- Further reduce vacancies
- Maintain an 8-10 week time-to-hire goal or better
- Lower vacancy rate to 10% in FY26

Monitor and enhance a dynamic planning tool:

- Track, budget, and forecast attrition and vacancies
- Address hard-to-fill and high-turnover roles
- Continue to support expansion needs for new rail lines, major events, and new initiatives (i.e., Transit Community Public Safety Department and Transit Ambassador transition)

Review Pension and Benefit framework:

- Identify process innovation opportunities
- Streamline resource planning
- Engage stakeholders and integrate technology
- Improve the post-recruitment employee experience with clear timelines

Develop customer-centric training:

- Foster a customer-first internal culture
- Enhance employee support from onboarding to retirement
- Strengthen communication and leadership development





Board Report

File #: 2025-0239, **File Type:** Contract

Agenda Number: 22.

CONSTRUCTION COMMITTEE JUNE 18, 2025

SUBJECT: SUPPLEMENTAL ENGINEERING SERVICES - CAPITAL IMPROVEMENT PROJECTS

ACTION: AWARD CONTRACT

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a cost plus fixed fee Indefinite Delivery/Indefinite Quantity Contract No. AE128314E0132 to HNTB Corporation for Supplemental Engineering Services (SES) for Capital Improvement Projects for a term of five years for a Not To Exceed (NTE) amount of \$70,000,000, subject to the resolution of any properly submitted protest(s), if any; and
- B. EXECUTE Task Orders and modifications within the Board approved contract amount.

ISSUE

Supplemental Engineering Services (SES) are essential to support Metro's Program Management Department in effectively managing the additional workload, particularly for critical infrastructure improvements scheduled to be completed prior to the 2028 Olympic and Paralympic Games. These services provide Metro the flexibility and technical expertise needed to deliver projects safely, on time, and within budget.

BACKGROUND

The previous Bus and Rail SES Contract, which provided specialized engineering services specifically targeted to bus and rail facility projects, expired on June 27, 2023, though certain task orders remain active. The prior contract demonstrated the importance and effectiveness of supplementing internal resources through external expertise for discrete engineering tasks.

Given Metro's expanded project portfolio, driven by major Measure M transit initiatives and critical infrastructure preparations for the 2028 Olympic and Paralympic Games, there is a clear need for a more comprehensive SES contract. This proposed new SES contract, valued at \$70 million over five years, significantly expands the scope to address a broader array of Metro's specialized and technical engineering needs.

While Metro's Program Management Office (PMO) continuously aims to achieve a balanced 50/50 internal-to-consultant staffing ratio, this initiative primarily applies to administrative and construction management functions. The engineering and design disciplines have historically depended more on external consultants due to the highly specialized technical nature of these services, such as structural engineering for complex rail and highway projects, advanced communication systems integration, and comprehensive environmental compliance documentation. The support needed from this contract will be project dependent as needs arise to support near-term project delivery schedules that Metro in-house engineering staff are not able to accommodate with their current project commitments.

DISCUSSION

The proposed SES contract replaces and significantly expands upon the previous Bus and Rail SES Contract. The increase in scope and financial commitment directly aligns with Metro's strategic initiatives, particularly the preparations required for the 2028 Olympic and Paralympic Games and the ambitious Measure M transit expansion projects.

Detailed services covered under this SES contract include:

- Engineering and design support for bus and rail infrastructure, maintenance facilities, highway improvements, active transportation projects, communications and operations systems, joint development, and 2028 Games-specific infrastructure improvements
- Comprehensive project management and administration, feasibility studies, preliminary engineering, and detailed design and construction documentation from early conceptual stages (15%) through final deliverable stages (100%)
- Environmental documentation and permitting support (NEPA/CEQA compliance), hazardous material assessments, and remediation planning
- Right-of-way acquisition support, utility relocation, and coordination with third-party entities and jurisdictional authorities
- Bid phase support, engineering oversight during construction phases, and post-construction documentation management

This SES contract addresses Metro's critical need for flexible, timely, and highly specialized engineering resources, ensuring that Metro is well-positioned to deliver its large-scale projects safely, cost-effectively, and within the necessary timeframes. The technical proficiencies required for this SES contract are comprehensive and include all engineering and specialties disciplines that Metro may require in support of its projects. Projects that are contemplated to use this contract are:

1. Vermont Transit Corridor;
2. Projects to support Station Experience;
3. Reconnecting Communities and Neighborhoods Grant;

- a. Imperial Highway Bus Corridor Enhancements;
 - b. Studebaker Bus Corridor Enhancements;
 - c. Valley Blvd Bus Priority Lanes;
 - d. E Florence Ave Bus Corridor Enhancements;
 - e. Broadway Bus Corridor Enhancements;
 - f. Olympic Bus Corridor Enhancements;
 - g. Hoxie First Last Mile Project;
 - h. Del Amo First Last Mile Project;
 - i. Avalon First Last Mile Project;
 - j. Pico/Flower First Last Mile Project;
 - k. El Monte Mobility Hub;
 - l. Chatsworth Mobility Hub;
 - m. Willow Mobility Hub;
 - n. North Hollywood Mobility Hub;
 - o. Expo/Crenshaw Mobility Hub; and
4. Zero Emission Bus Charging Infrastructure.

This is a preliminary list and projects will be added based on actual needs and available funding.

DETERMINATION OF SAFETY IMPACT

Although this SES contract is not directly related to a specific safety issue, this Board action should have a positive impact on the safety of Metro's patrons and employees

FINANCIAL IMPACT

Approval of the recommendations will have no financial impact to the FY25 budget. Since this is a multi-year contract Project Managers, Cost Center Managers, and the Chief Program Management Officer will be responsible for budgeting costs of task orders related to this contract

Impact to Budget

As specific engineering design support needs arise, task orders will be issued and funded from the associated project budget, upon approval by the responsible Project Manager. The sources of funds will be reflective of the respective projects' budget which includes federal and/or state grants as well as local funds. Where appropriate, local funds will comprise of operating eligible funds.

EQUITY PLATFORM

The Contract provides Engineering, Design and Specifications for various Metro projects throughout the County of Los Angeles, including in many Equity Focus Communities (EFC). These services are

essential for the support and on-time delivery of Metro projects that serve Metro customers. All services supported by this contract help avoid project delays and promote cost saving measures to effectively deliver the projects and provide greater access and mobility for those who rely on transit to meet their daily needs.

Program Management presented at the Transportation Business Advisory Council and attended meetings with the Small Business Community to further define the experience and background for this solicitation and held one on ones for firms interested in learning more about the scope.

The Diversity and Economic Opportunity Department (DEOD) established an overall 33% Disadvantaged Business Enterprise (DBE) goal for federally funded projects, and 30% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goals for non-federally funded projects in the solicitation. The successful firm met the goals by making a 33% DBE commitment, a 30% SBE commitment, and a 3% DVBE commitment. A summary of the DBE, SBE and DVBE subconsultants is provided in Attachment B. There are twenty-six DBE, twenty-five SBE, and three DVBE firms on the team. Further, the firm is participating in Metro's Mentor-Protégé Program (MPP) as part of the Contracting Outreach and Mentoring Plan (COMP) and has committed to mentoring at least four firms (two DBE firms, one SBE firm, and one DVBE firm) on this contract.

VEHICLE MILES TRAVELED OUTCOME

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

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This item supports Metro's systemwide strategy to reduce VMT through design and engineering activities that will improve and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These recommendations support Goal #3, Enhance communities and lives through mobility and access to opportunity and Goal #4 Transform LA County through regional collaboration and national leadership.

ALTERNATIVES CONSIDERED

Staff considered two alternatives:

- 1) Solicit qualifications proposals for each individual task whenever the need or request arises. This alternative is not recommended because it would require extensive additional staff time to

process each individual task. Each task order would essentially be a separate procurement. This could result in project delays due to the lead time required to complete each procurement cycle if the needed services are not determined early enough. Additionally, procuring services on a per-assignment basis would impose a significant additional burden on the Engineering, Capital Projects, and Vendor/Contract Management departments.

- 2) Utilize existing engineering staff to provide the required technical support. This alternative is also not feasible as Metro's current engineering capacity is fully utilized to support the existing major projects, capital improvement projects, and State of Good Repair projects. Due to these commitments, it is anticipated that the current staff would be challenged to provide the technical support necessary for upcoming capital projects which will be under concurrent development with already existing projects. If this second alternative is exercised, Metro would need to hire additional staff with expertise in several currently underrepresented disciplines to perform this work.

Both courses of action are not deemed to be practical or cost effective.

NEXT STEPS

Upon Board approval, staff will execute the SES contract in accordance with Metro Acquisition Policies and Procedures, providing there is no timely protest to be resolved. Specific Task Orders will then be issued on an as-needed basis.

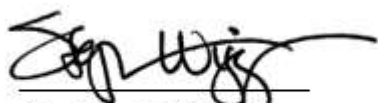
ATTACHMENTS

Attachment A - Procurement Summary

Attachment B - DEOD Summary

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



Stephanie Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

**SUPPLEMENTAL ENGINEERING SERVICES (SES)
CAPITAL IMPROVEMENT PROJECTS
CONTRACT NO. AE128314E0132**

1.	Contract Number: AE128314E0132		
2.	Recommended Vendor: HNTB Corporation		
3.	Type of Procurement (check one): IFB RFP RFP-A&E Non-Competitive Modification Task Order		
4.	Procurement Dates:		
	A.Issued: December 5, 2024		
	B.Advertised/Publicized: November 23, 2024		
	C.Pre-Proposal Conference: December 13, 2024		
	D.Proposals Due: February 18, 2025		
	E.Pre-Qualification Completed: April 1, 2025		
	F.Organizational Conflict of Interest Review Completed by Ethics: March 10, 2025		
	G.Protest Period End Date: May 23, 2025		
5.	Solicitations Picked up/Downloaded: 227	Proposals Received: 6	
6.	Contract Administrator: Diana Dai-Tsang	Telephone Number: (213) 418-3310	
7.	Project Manager: Michelle Quinn	Telephone Number: (213) 922-3026	

A. Procurement Background

This Board Action is to approve Contract No. AE128314E0132 to HNTB Corporation, to provide Supplemental Engineering Services (SES) to perform on-call engineering and design services on a Task Order basis to support various capital improvement projects, and authorize funding for the contract, for the not to exceed amount of \$70,000,000.00. Board approval of contract awards are subject to resolution of any properly submitted protest.

The SES Consultant will assist Metro with the delivery of Capital Improvement Projects by providing supplemental engineering support for projects related to bus and rail facilities, maintenance facilities, highway improvements, active transportation projects, communication and operations systems, joint development and adjacent projects, and in addition, the 2028 Olympic and Paralympic Games related improvements and legacy projects. These services will supplement Metro engineering staff and provide technical resources and expertise to support the delivery of capital projects.

This was a qualification-based procurement performed in accordance with Metro's Acquisition Policy, and California Government Code §4525-4529.5 for Architectural and Engineering (A&E) services. Cost was not an evaluation factor. Metro will award

a Cost Reimbursable-Plus Fixed Fee (CPFF) Indefinite Delivery / Indefinite Quantity type contract. The contract is subject to available funds for specific engineering design support needs that arise for each individual project. Task Orders will be issued and funded from the associated project budget.

Metro issued Request for Proposals (RFP) No. AE128314E0132, SES For Capital Improvement Projects, on December 5, 2024. The Diversity & Economic Opportunity Department recommended a Small Business Enterprise goal of 30% and a Disabled Veteran Business Enterprise goal of 3% for non-federally funded task orders, and a Disadvantaged Business Enterprise goal of 33% for federally funded task orders.

Six (6) Amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on December 17, 2024, to add SBE/DVBE Forms 1-5 to Exhibit 1: DBE Good Faith Efforts and Commitment Forms; to add DEOD Contract Compliance Manual (Non-Federal to Exhibit D: Diversity & Economic Opportunity Department Contract Compliance Manual (RC-FTA)).
- Amendment No. 2, issued on January 6, 2025, to add language to COMP Program to indicate the submittal of COMP forty-five (45) days after award; to revise language (construction to design) on page 45 of 127 Section C3; Revise Exhibit A – Scope of Services to indicate changes in requirements and format.
- Amendment No. 3, issued on January 8, 2025, to add Exhibit 15: Experience/Performance Questionnaire to Exhibit (Solicitation); to add Cost and Fee Proposal submittal date clarification; to add Administrative Factors in 1.2 Proposal Content.
- Amendment No. 4, issued on January 16, 2025, to add DBE & SBE/DVBE Commitment language; to extend Proposal Due Date; Revise Submittal Requirements.
- Amendment No. 5, issued January 28, 2025, to extend Proposal Due Date.
- Amendment No. 6, issued February 14, 2025, to revise language for LOI-01 Notice and Invitation and Submittal Requirements.

A total of 227 individuals from various firms were included in the planholder's list. A virtual pre-proposal conference was held on December 13, 2024 and was attended by 100 individuals representing 44 different firms.

A total of six (6) proposals were received on February 18, 2025, from the following firms, listed below in alphabetical order:

1. AECOM Technical Services, Inc.

2. Bureau Veritas
3. Gannett Fleming
4. HNTB Consulting, LLC dba HNTB
5. Michael Baker International
6. Parsons Transportation Group

B. Evaluation of Proposals

A Proposal Evaluation Team (PET) consisting of Metro staff from Project Engineering, Alternative Delivery/Construction Management, and Office of Strategic Innovation Departments was convened to conduct a comprehensive evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and associated weightings:

- | | |
|--|-----|
| • Experience and Capabilities of the Firms on the Team | 35% |
| • Experience and Capabilities of Key Personnel | 25% |
| • Understanding and Approach to Service Delivery | 35% |
| • Approach To Cultural Competency | 5% |

The evaluation criteria are appropriate and consistent with criteria developed for other similar A&E procurements. Several factors were considered when developing the weightings, giving the greatest importance to the Experience and Capabilities of the Firms on the team and Understanding and Approach to Service Delivery.

This is an A&E qualification-based procurement; therefore, price cannot and was not used as an evaluation factor pursuant to state and federal law.

Five proposers were determined to be in the competitive range and participated in Oral Presentations with the PET on March 24, 2025. One proposer was not determined to be in the competitive range and was excluded from further consideration.

Qualifications Summary of Recommended Consultant:

The proposal from HNTB Corporation demonstrated outstanding competence and professional qualifications for the performance of the services required and is determined to be the most qualified proposer. HNTB Corporation's written proposal demonstrated extensive technical experience performing supplemental engineering services involving capital improvement projects and providing a significant pool of personnel with expertise in meeting the requirements identified in the Scope of Services. HNTB Corporation also demonstrated a thorough understanding of managing multiple deliverables with an excellent record in client satisfaction on Metro projects and similar projects around Los Angeles County.

Furthermore, this team demonstrated that it is well versed in providing the Scope of Services related to this contract and has the capabilities to provide staffing for the type of work that is required under this contract. HNTB Corporation demonstrated a thorough understanding of the Scope of Services as well as Metro's goals, methods, and resource allocation needs.

The results of the final scoring are shown below, in the order of their ranking:

Firm	Average Score	Factor Weight	Weighted Average Score	Rank
HNTB Corporation				
Experience and Capabilities of the Firms on the Team	92.80	35%	32.48	
Experience and Capabilities of Key Personnel	90.92	25%	22.73	
Understanding and Approach to Service Delivery	90.94	35%	31.83	
Approach To Cultural Competency	90.80	5%	4.54	
Total		100%	91.58	1
Parsons Transportation Group				
Experience and Capabilities of the Firms on the Team	90.34	35%	31.62	
Experience and Capabilities of Key Personnel	89.00	25%	22.25	
Understanding and Approach to Service Delivery	89.34	35%	31.27	
Approach To Cultural Competency	88.50	5%	4.43	

Total		100%	89.57	2
Gannett Fleming				
Experience and Capabilities of the Firms on the Team	86.71	35%	30.35	
Experience and Capabilities of Key Personnel	86.40	25%	21.60	
Understanding and Approach to Service Delivery	86.37	35%	30.23	
Approach To Cultural Competency	74.40	5%	3.72	
Total		100%	85.90	3
AECOM Technical Services, Inc.				
Experience and Capabilities of the Firms on the Team	83.49	35%	29.22	
Experience and Capabilities of Key Personnel	86.08	25%	21.52	
Understanding and Approach to Service Delivery	86.65	35%	30.33	
Approach To Cultural Competency	89.00	5%	4.45	
Total		100%	85.52	4
Michael Baker International				
Experience and Capabilities of the Firms on the Team	83.65	35%	29.28	
Experience and Capabilities of Key Personnel	79.60	25%	19.90	

Understanding and Approach to Service Delivery	87.20	35%	30.52	
Approach To Cultural Competency	89.00	5%	4.45	
Total		100%	84.15	5

C. Cost Analysis

A cost analysis of the elements of cost, including labor rates, indirect rates, and other direct costs was performed in accordance with Metro's Acquisition Policy, including fact-finding and clarification and cost analysis to determine whether the cost factors are fair and reasonable. Metro negotiated and established indirect cost rates and, as appropriate, provisional indirect (overhead) rates, plus a fixed fee factor to establish a fixed fee amount based on the total estimated cost of performance of the Scope of Services for each Task Order, during the contract term. Task Orders will be issued and funded from the Project budget when specific engineering design support needs arise, subject to availability of funds.

Audits will be completed, where required, for those firms without a current applicable audit of their indirect cost rates, in accordance with Federal Acquisition Regulation (FAR) Part 31. In order to prevent any unnecessary delay in contract award, provisional overhead rates have been established subject to retroactive adjustments upon completion of any necessary audits and annual audits through the term of the contract. In accordance with FTA Circular 4220.1.G, if an audit has been performed by any other cognizant agency within the last twelve-month period, Metro will receive and accept that audit report for the above purposes rather than perform another audit.

D. Background on Recommended Contractor

HNTB Corporation is a national program management, project/construction management and engineering consulting leader with over three decades of experience and expertise managing projects and programs for transit agencies and public clients in Los Angeles County and the larger Southern California region.

Over the past years, HNTB Corporation has provided engineering services on contracts such as the Systems On-Call, Multimodal Highway Program On-Call, Express Lanes PMSS, Eastside Transit Corridor Phase 2, and K-Line Design-Build and performance has been satisfactory. HNTB Corporation is located in downtown Los Angeles, CA.

DEOD SUMMARY

**SUPPLEMENTAL ENGINEERING SERVICES - CAPITAL IMPROVEMENT
PROJECTS / AE128314E0132**

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established a 33% Disadvantaged Business Enterprise (DBE) overall goal for task orders funded with federal dollars as well as an overall Small Business Enterprise (SBE) goal of 30% and a Disabled Veteran Business Enterprise (DVBE) overall goal of 3% for task orders funded with state, local and Measure M dollars for this procurement.

Proposers were encouraged to form teams that include DBE, SBE, and DVBE firms to perform the scopes of work identified without schedules or specific dollar commitments prior to the establishment of this contract. In response to a specific Task Order request with a defined scope of work, HNTB will be required to identify DBE, SBE and DVBE subcontractor activity and actual dollar value commitments for that Task Order. Overall DBE, SBE and DVBE achievement in meeting the commitments will be determined based on the cumulative DBE, SBE and DVBE participation of all Task Orders issued dependent upon funding source.

HNTB Corporation met the goals by making a 33% DBE commitment, a 30% SBE commitment, and a 3% DVBE commitment.

SMALL BUSINESS GOALS	33% DBE 30% SBE 3% DVBE	SMALL BUSINESS COMMITMENT	33% DBE 30% SBE 3% DVBE
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	DBE Subcontractors	Ethnicity	% Committed
1.	Acumen Building Enterprises	African American	TBD
2.	Anil Verma Associates, Inc.	Subcontinent Asian American	TBD
3.	Arellano Associates	Hispanic American Female	TBD
4.	Earth Mechanics, Inc.	Subcontinent Asian American	TBD
5.	FPL & Associates, Inc.	Asian Pacific American	TBD
6.	Frontline Traffic Control	Hispanic American	TBD
7.	IDC Consulting Engineers, Inc.	Asian Pacific American Female	TBD

8.	Intueor Consulting, Inc.	Subcontinent Asian American	TBD
9.	JLM Strategic Talent Partners	African American Female	TBD
10.	JMD	Hispanic American	TBD
11.	JSE4 Engineering, Inc.	Non-Minority	TBD
12.	Lennax Construction Services, Inc.	Non-Minority Female	TBD
13.	MA Engineering	Hispanic American	TBD
14.	Make Good Company LLC	Subcontinent Asian American Female	TBD
15.	Monument ROW	Non-Minority Female	TBD
16.	Pacific Railway Enterprises, Inc.	Non-Minority Female	TBD
17.	PacRim Engineering, Inc.	Asian Pacific American	TBD
18.	PBS Engineers, Inc.	Subcontinent Asian American	TBD
19.	Ramos Consulting Services, Inc.	Hispanic American	TBD
20.	RAW International, Inc.	African American	TBD
21.	Studio MLA	Hispanic American Female	TBD
22.	V&A Inc.	Hispanic American	TBD
23.	VN Tunnel and Underground, Inc.	Subcontinent Asian American	TBD
24.	VST Engineering, Inc.	Hispanic American	TBD
25.	Wagner Engineering & Survey, Inc.	Non-Minority Female	TBD
26.	Zephyr Rail	Hispanic American Female	TBD
Total DBE Commitment			30%

	SBE Subcontractors	% Committed
1.	Acumen Building Enterprises	TBD
2.	Anil Verma Associates, Inc.	TBD
3.	Arellano Associates	TBD
4.	Earth Mechanics, Inc.	TBD
5.	FPL & Associates, Inc.	TBD
6.	Frontline Traffic Control	TBD
7.	IDC Consulting Engineers, Inc.	TBD
8.	Intueor Consulting, Inc.	TBD
9.	JLM Strategic Talent Partners	TBD
10.	JMD	TBD
11.	JSE4 Engineering, Inc.	TBD
12.	Lennax Construction Services, Inc.	TBD

13.	MA Engineering	TBD
14.	Monument ROW	TBD
15.	Pacific Railway Enterprises, Inc.	TBD
16.	PacRim Engineering, Inc.	TBD
17.	PBS Engineers, Inc.	TBD
18.	Ramos Consulting Services, Inc.	TBD
19.	RAW International, Inc.	TBD
20.	Turner Engineering Corporation	TBD
21.	V&A, Inc.	TBD
22.	VN Tunnel and Underground, Inc.	TBD
23.	VST Engineering, Inc.	TBD
24.	Wagner Engineering & Survey, Inc.	TBD
25.	Zephyr Rail	TBD
Total SBE Commitment		30%

	DVBE Subcontractors	% Committed
1.	Calvada Surveying, Inc.	TBD
2.	MA Engineering	TBD
3.	Pacifica Services, Inc.	TBD
Total DVBE Commitment		3%

B. Local Small Business Enterprise (LSBE) Preference

The LSBE preference was not applicable to this A&E procurement. Pursuant to state and federal law, requires A&E firms to be selected based on demonstrated competence and qualifications, and not solely on price.

C. Contracting Outreach and Mentoring Plan (COMP) Program

The Contracting Outreach and Mentoring Plan (COMP) is applicable to this contract. Forty-five (45) days after the award, HNTB must submit a DBE/SBE/DVBE Contracting Outreach and Mentoring Plan evidencing how it will achieve its listed commitments through the utilization of certified firms for the project. HNTB shall identify two (2) DBE firms, one (1) SBE firm and one (1) DVBE firm for mentorship.

D. Living Wage Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

E. Prevailing Wage Applicability

Prevailing Wage requirements are applicable to this project. DEOD will continue to monitor contractors' compliance with the State of California Department of Industrial Relations (DIR), California Labor Code, and, if federally funded, the U S Department

of Labor (DOL) Davis Bacon and Related Acts (DBRA). Trades that may be covered include Field Surveyors.

F. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of \$2.5 million.

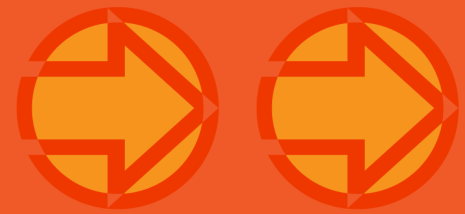
PROGRAM MANAGEMENT

2025-0239 - SUPPLEMENTAL ENGINEERING SERVICES CAPITAL IMPROVEMENT PROJECTS



Metro

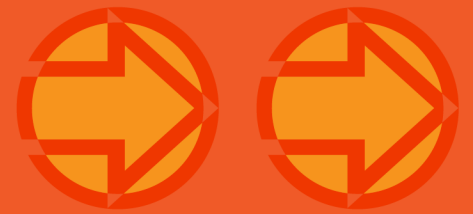
June 2025



Detailed services covered under this SES contract include:

- Engineering and design support for bus and rail infrastructure, maintenance facilities, highway improvements, active transportation projects, communications and operations systems, joint development, and 2028 Games-specific infrastructure improvements
- Comprehensive project management and administration, feasibility studies, preliminary engineering, and detailed design and construction documentation from early conceptual stages (15%) through final deliverable stages (100%)
- Environmental documentation and permitting support (NEPA/CEQA compliance), hazardous material assessments, and remediation planning
- Right-of-way acquisition support, utility relocation, and coordination with third-party entities and jurisdictional authorities
- Bid phase support, engineering oversight during construction phases, and post-construction documentation management

Preliminary Project List

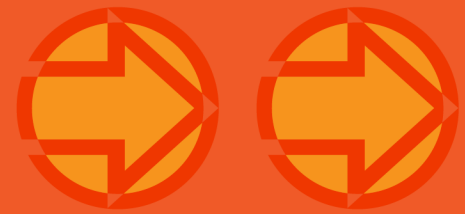


Projects that are contemplated to use this contract are:

- Vermont Transit Corridor
- Projects to Support Station Experience
- Reconnecting Communities and Neighborhoods Grant
- Zero Emission Bus Charging Infrastructure
- 2028 Olympic and Paralympic Games related improvements and legacy projects

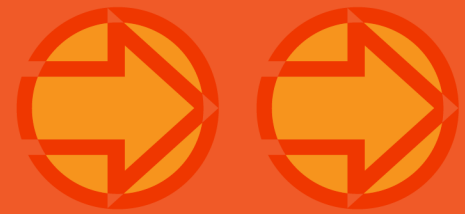
This is a preliminary list and projects will be added based on actual needs and available funding.

Procurement Evaluation



EVALUATION CRITERIA	MAXIMUM POINTS	HNTB CORPORATION	PARSONS TRASPORTATION GROUP	GANNETT FLEMING	AECOM TECHNICAL SERVICES, INC.	MICHAEL BAKER INTERNATIONAL
Experience and Capabilities of the Firms on the Team	35	32.48	31.62	30.35	29.22	29.28
Experience and Capabilities of Key Personnel	25	22.73	22.25	21.60	21.52	19.90
Understanding and Approach to Service Delivery	35	31.83	31.27	30.23	30.33	30.52
Approach To Cultural Competency	5	4.54	4.43	3.72	4.45	4.45
TECHNICAL SCORE	100	91.58	89.57	85.90	85.52	84.15

Recommendation



AUTHORIZE the Chief Executive Officer to:

- A. **AWARD** a cost plus fixed fee Indefinite Delivery/Indefinite Quantity Contract No. AE128314E0132 to HNTB Corporation for Supplemental Engineering Services (SES) for Capital Improvement Projects for a term of five years for a Not To Exceed (NTE) amount of \$70,000,000, subject to the resolution of any properly submitted protest(s), if any; and
- B. **EXECUTE** Task Orders and modifications within the Board approved contract amount.



Board Report

File #: 2025-0245, File Type: Contract

Agenda Number: 23.

CONSTRUCTION COMMITTEE JUNE 18, 2025

SUBJECT: CEQA/NEPA & ENVIRONMENTAL COMPLIANCE SERVICES

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to:

- A. EXECUTE Modification No. 00003 to Contract No. PS77530000 with ICF Jones & Stokes Inc. to exercise the two, one-year options, for a Not-To-Exceed (NTE) amount of \$1,924,174.53 and \$1,760,892.27 respectively, for a total NTE amount for the options of \$3,685,066.80, increasing the total contract value from the initial NTE amount of \$14,166,384.73 to a total NTE amount of \$17,851,451.53, and extend the term of the contract from December 1, 2025 to December 1, 2027;
- B. INCREASE Contract Modification Authority (CMA) in the amount of \$368,506.68, increasing the total CMA from \$1,416,638.47 to a total of \$1,785,145.15 (10% of the not-to-exceed contract amount); and
- C. EXECUTE all individual Task Orders and Contract Modifications within the recommended contract funding amount and recommended CMA.

ISSUE

Nearly every capital project undertaken by Metro requires a need for California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) and environmental compliance services. In addition, CEQA/NEPA and environmental compliance services are required to support Metro's projects in operations and on Metro-owned properties.

At its December 2022 meeting, the Board approved awarding a three-year base term contract to ICF Jones & Stokes Inc. for CEQA/NEPA and Environmental Compliance Services with two, one-year options. Due to increased and unanticipated need for support, the NTE funding limit of \$14,166,384.73 previously authorized by the Board is expected to be exhausted by June 2025. The recommended execution of the option years for the requested increase in funding, and the increase in CMA will allow staff to complete the work anticipated in the contract as described in the background below and provide support for federal partner agencies such as the FTA for Metro

projects.

BACKGROUND

At its December 2022 meeting, the Board approved awarding a contract to ICF Jones & Stokes Inc. for CEQA/NEPA and Environmental Compliance Services inclusive of three base years with an initial NTE amount for the base years of \$14,166,384.73; and two, one-year options for a NTE amount of \$1,924,174.53 and \$1,760,892.27 respectively, for a total not-to-exceed amount of \$17,851,451.53. The Board authorized the Chief Executive Officer to award and execute Task Orders within the total approved NTE funding limit of \$14,166,384.73. Staff have executed, to date, Task Orders and Task Order Modifications totaling \$12,942,972.80 with \$1,223,411.93 in authorized funding remaining.

The solicitation and award of Contract No. PS77530000 was based on a five-year forecast of anticipated support for current and future projects. An increased demand for support for the projects beyond the forecasted amounts and an unanticipated demand to support priority projects has pushed this Contract to nearly committing its full contract value prior to the end of the three base contract years.

The continued implementation of Measure M, Measure R, and new regional projects in the last two years has increased the number of projects under development; including but not limited to projects such as NoHo to Pasadena BRT, G-Line Improvements, Southeast Gateway Line, East San Fernando Valley LRT, and Joint Development.

This contract modification is necessary to execute current risk, schedule, and cost critical tasks, including those that are already in the project pipeline, and to maintain momentum in supporting the delivery of current and future projects.

DISCUSSION

The increased and overlapping capital programs in the last two years has also increased the level and volume of capital project requests for CEQA/NEPA and Environmental Compliance Services. With the ongoing Measure M, Measure R, and preparations for the 2028 Olympic and Paralympic Games, staff engaged the consultant under Contract No. PS77530000 to provide a broad range of related support services. The services provided under the Contract have historically saved projects money and avoided additional months of delay due to our ability to rapidly and effectively respond to unforeseen environmental issues encountered during project planning, permitting, and construction (see Tables below for notable Projects supported by this contract).

Table 1

Projects Completed or In Progress	Support Provided
Sepulveda Transit Corridor	Geotechnical and Fault Line Investigations
2028 Mobility Plan	CEQA/NEPA documentation
Eastside Transit Corridor Phase 2	CEQA/NEPA review and construction regulatory compliance
Metro C Line Extension to Torrance	CEQA/NEPA review and construction regulatory compliance
East San Fernando Valley Light Rail Transit	CEQA/NEPA documentation and construction regulatory compliance
Westside Purple Line Extension Section 3	CEQA/NEPA review and construction regulatory compliance

Table 2

Future Projects	Support to be Provided
Vermont Transit Corridor	CEQA review and regulatory compliance
North Hollywood to Pasadena Bus Rapid Transit Project	Construction regulatory compliance
Southeast Gateway Line	Construction regulatory compliance
Zero Emission Bus	CEQA/NEPA documentation and Construction regulatory compliance
Rail Operations Center/Bus Operations Center (ROC/BOC)	CEQA/NEPA documentation and Construction regulatory compliance

This contract is expected to reduce project delays and facilitate community benefits from the ecosystem services in the long term such as recordation of community sensitive artwork at West Los Angeles VA Hospital, the future location of Purple (D) Line Extension Section 3 Veterans Administration Station.

The exercise of the option years and increase in contract value, including CMA, will allow Metro staff to continue to engage this consultant to support the capital projects in performing key risk management activities and achieving critical project dates and funding commitments. The Procurement Summary for this item is included in Attachment A, and the Contract Modification/Change Order Log is included as Attachment B.

DETERMINATION OF SAFETY IMPACT

This Board action will not have an adverse impact on safety standards for Metro.

FINANCIAL IMPACT

Contract No. PS77530000 is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract. All Task Orders are individually negotiated, and level of effort fully defined prior to the authorization and requisition of any project specific funds.

Since this is a multi-year contract, project managers, cost managers, and the Chief Program Management Officer will be responsible for budgeting costs in future years.

Impact to Budget

Funding for the individual Task Orders is provided by the projects utilizing this service. Therefore, the funds for each task order will reflect the funding sources approved by the Board at the time of each project's Life-of-Project or annual budget adoption.

EQUITY PLATFORM

This contract allows projects to prepare to be responsive, minimizing potential negative impacts while the community can benefit from the services the greater project will provide. CEQA/NEPA provides transparency and notification to the public and disadvantaged communities that have historically been disproportionately impacted by development. Environmental compliance assists the disproportionate burden disadvantaged communities may bear by analyzing and mitigating potential impacts from population and housing impacts, traffic and transportation, air quality, energy, greenhouse gas emissions, public services, parks and recreation and hazards mitigations and monitoring.

ICF Jones & Stokes (ICF) made a 28% Disadvantaged Business Enterprise (DBE), a 25% Small Business Enterprise (SBE), and a 3% Disabled Veteran Business Enterprise (DVBE) commitment on this Task Order (TO) based contract. ICF is exceeding both the DBE and DVBE commitments and experiencing a shortfall in its SBE commitment. The Contractor's mitigation plan is included in Attachment C - DEOD Summary.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit¹. Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This item supports Metro's systemwide strategy to reduce VMT through investment and planning activities that will improve and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This consultant contract supports Strategic Goal 2 by optimizing the delivery and performance of Metro's transportation system by incorporating environmental compliance through environmental services activities to reduce impacts to the environment and increase system efficiency.

ALTERNATIVES CONSIDERED

The Board could decide not to authorize the option years and to not increase the funding for this Contract requiring Metro to solicit and award a new contract. Staff does not recommend this alternative due to schedule impacts to existing projects resulting in construction delays.

NEXT STEPS

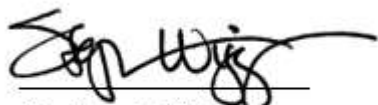
Upon Board approval, staff will execute Modification No. 00003 to Contract No. PS77530000 to exercise the options and extend the Contract end date.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - Contract Modification/Change Order Log
Attachment C - DEOD Summary

Prepared by: Robert Pak, Senior Director, (213) 660-6895
Tom Kefalas, Executive Officer, (213) 418-3370
Carolina Coppolo, Deputy Chief Vendor/Contract Management Officer (213) 922-4471

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



Stephanie Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

**CEQA/NEPA & ENVIRONMENTAL COMPLIANCE SERVICES
CONTRACT NO. PS77530000**

1.	Contract Number: PS77530000			
2.	Contractor: ICF Jones & Stokes, Inc.			
3.	Mod. Work Description: Exercise of two, one-year options and increase the contract funding.			
4.	Work Description: CEQA/NEPA & Environmental Compliance Services			
5.	The following data is current as of: April 10, 2025			
6.	Contract Completion Status:		Financial Status:	
	Award Date:	December 1, 2022	Board Approved NTE Amount:	\$14,166,384.73
	Notice to Proceed (NTP):	N/A	Total Contract Modification Authority (CMA):	\$1,416,638.47
	Original Completion Date:	December 1, 2025	Value of Task Orders and Mods. Issued to Date (including this action):	\$12,942,972.80
	Current Est. Complete Date:	December 1, 2027	Remaining Board Approved Amount:	\$1,223,411.93
7.	Contract Administrator: Stephen Tsang		Telephone Number: (213) 922-7125	
8.	Project Manager: Robert Pak		Telephone Number: (213) 660-6895	

A. Contract Action Summary

On December 1, 2022, the Board of Directors approved the award of Contract No. PS77530000 to ICF Jones & Stokes for CEQA/NEPA and Environmental Compliance Services inclusive of three base years with an initial NTE amount for the base years of \$14,166,384.73; and two, one-year options for a NTE amount of \$1,924,174.53 and \$1,760,892.27, respectively. The Board authorized the Chief Executive Officer to award and execute Task Orders within the total approved NTE funding limit of \$14,166,384.73.

This Board Action is to authorize Modification No. 00003 to exercise the two, one-year options under Contract No. PS77530000 with ICF Jones & Stokes Inc. increasing the total authorized funding for a total five-year contract term; and increase the total Contract Modification Authority (CMA) in the amount of \$368,506.68, increasing the total CMA from \$1,416,638.47 to a total of \$1,785,145.15.

Contract No. PS77530000 is a Cost Reimbursable Plus Fixed Fee Contract.

Any Contract Modifications and Task Orders will be processed in accordance with Metro's Acquisition Policies and Procedures.

B. Cost/Price Analysis

The recommended price for all future Task Orders and Modifications will be determined to be fair and reasonable based upon an Independent Cost Estimate (ICE), cost analysis, technical evaluation, fact finding, and negotiations prior to award and issuance.

CONTRACT MODIFICATION/CHANGE ORDER LOG

CEQA/NEPA & ENVIRONMENTAL COMPLIANCE SERVICES / PS77530000

Mod. No.	Description	Status (approved or pending)	Date	\$ Amount
00001	Updated Form of Contract (Article V and Article VII) and Special Provision SP-01	Approved	1/31/2023	\$0
00002	Updated Special Provision SP-01	Approved	1/12/2024	\$0
00003	Exercise two, one-year option terms	Pending	Pending	\$3,685,066.80
	Modification Total:			\$3,685,066.80
	Original Contract:		12/1/2022	NTE \$14,166,384.73
	Total:			NTE \$17,851,451.53

DEOD SUMMARY

CEQA/NEPA & ENVIRONMENTAL COMPLIANCE SERVICES/PS77530

A. Small Business Participation

ICF Jones & Stokes (ICF) made an overall 28% Disadvantaged Business Enterprise (DBE) commitment on Task Orders (TO's) awarded with federal funds and an overall 25% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) commitment on TO's awarded with non-federal funds. Based on payments, the project is 56% complete, and the current participation levels are 30.86% DBE, 14.75% SBE, and 4.07% DVBE, exceeding both DBE and DVBE commitments by 2.86% and 1.07%, respectively, and representing a 10.25% SBE shortfall.

To date, ICF has been awarded a total of twenty-four Task Orders (TOs), comprising twelve federally funded and twelve non-federally funded. ICF has a shortfall mitigation plan in place and asserts, as confirmed by Metro's Project team, that the SBE shortfall is primarily attributed to several non-federally funded TOs being placed on hold or delayed. Furthermore, ICF maintains that the under-utilization of certain firms is a result of Metro not issuing TOs with their respective scopes of work. These firms will, however, be engaged as relevant scopes of work are identified in future task order requests. To address the SBE shortfall, ICF has committed to reallocating additional work to SBE firms and is projecting to meet the SBE commitment by December 1, 2025.

Small Business Commitment	28.00% DBE	Small Business Participation	30.86% DBE
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¹Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷ Total Actual Amount Paid-to-date to Prime.

	DBE Subcontractors	Ethnicity	% Committed	Current Participation¹
1.	Akima Consulting, LLC	Caucasian Female	TBD	0.00%
2.	Arellano Associates	Hispanic American	TBD	0.43%
3.	Cross-Spectrum Acoustics	African American	TBD	0.00%
4.	Duke Cultural Resources Management	Hispanic American	TBD	1.51%
5.	Environmental Review Partners	African American	TBD	0.39%
6.	Galvin Preservation	Caucasian Female	TBD	3.63%

7.	GlobalASR Consulting	Asian-Pacific American	TBD	16.38%
8.	JTL Consultants	Caucasian Female	TBD	0.00%
9.	Katherine Padilla & Associates	Hispanic American	TBD	0.00%
10.	M.S. Hatch Consulting	Caucasian Female	TBD	0.00%
11.	Material Culture Consulting	Caucasian Female	TBD	0.06%
12.	PanGIS, Inc.	Caucasian Female	TBD	1.57%
13.	Parikh Consultants	Asian-Pacific American	TBD	0.00%
14.	Polytechnique Environmental	Asian-Pacific American	TBD	0.00%
15.	Terry A. Hayes Associates	African American	TBD	0.00%
16.	TransLink Consulting	Asian-Pacific American	TBD	0.00%
17.	Translutions	Asian-Pacific American	TBD	0.00%
18.	Trifiletti Consulting	Hispanic American	TBD	0.00%
19.	Value Sustainability	African American	TBD	0.00%
20.	Wire Media	Caucasian Female	TBD	0.00%
21.	Bargas Environmental Consulting, LLC	Hispanic American	Added	0.07%
22.	Kizh Nation Resources Management	Hispanic American	Added	2.50%
23.	Martini Drilling Corp.	Hispanic American	Added	4.32%
	Total		28.00%	30.86%

Small Business Commitment	25.00% SBE	Small Business Participation	14.75% SBE
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¹Current Participation = Total Actual amount Paid-to-Date to SBE firms ÷ Total Actual Amount Paid-to-date to Prime.

	SBE Subcontractors	% Committed	Current Participation¹
1.	Akima Consulting, LLC	TBD	0.00%
2.	Arellano Associates	TBD	0.00%
3.	Cross-Spectrum Acoustics	TBD	0.00%
4.	Duke Cultural Resources Management	TBD	0.00%
5.	Environmental Review Partners	TBD	0.00%
6.	Galvin Preservation	TBD	0.00%
7.	GlobalASR Consulting	TBD	5.67%
8.	JTL Consultants	TBD	0.00%
9.	Katherine Padilla & Associates	TBD	0.00%
10	M.S. Hatch Consulting	TBD	0.00%
.			
11	Material Culture Consulting	TBD	0.00%
.			
12	PanGIS, Inc.	TBD	0.00%
.			
13	Parikh Consultants	TBD	1.60%
.			
14	Polytechnique Environmental	TBD	4.85%
.			
15	Terry A. Hayes Associates	TBD	0.00%
.			
16	TransLink Consulting	TBD	0.00%
.			
17	Translutions	TBD	0.00%
.			
18	Trifiletti Consulting	TBD	0.00%
.			
19	Value Sustainability	TBD	0.00%
.			
20	Wire Media	TBD	0.00%
.			
21	Bargas Environmental Consulting, LLC	Added	1.21%
.			
22	Kizh Nation Resources Management	Added	1.42%
.			
	Total	25.00%	14.75%

Small Business Commitment	3% DVBE	Small Business Participation	4.07% DVBE
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	DVBE Subcontractors	% Committed	Current Participation¹
1.	Environmental Review Partners	TBD	4.07%
	Total	3.00%	4.07%

¹Current Participation = Total Actual amount Paid-to-Date to DVBE firms ÷ Total Actual Amount Paid-to-date to Prime.

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

Prevailing Wage requirements are applicable to this contract. DEOD will monitor contractors' compliance with the State of California Department of Industrial Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA).

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of \$2.5 million.



CEQA/NEPA & Environmental Compliance Services

Construction Committee

June 18, 2025

File No. 2025-0245

Tom Kefalas

Executive Officer, Environmental Services Department



Metro

RECOMMENDATION

Authorize the Chief Executive Officer to:

A. EXERCISE Modification No. 00003 to Contract No. PS77530000 with ICF Jones & Stokes Inc. to exercise the two one year options, for a Not-To-Exceed (NTE) amount of \$1,924,174.53 and \$1,760,892.27 respectively, for a NTE amount for the options of \$3,685,066.80 increasing the total contract value from the initial NTE amount of \$14,166,384.73 to a total NTE amount of \$17,851,451.53, and extend the term of the contract from December 1, 2025 to December 1, 2027.

B. INCREASE Contract Modification Authority (CMA) in the amount of \$368,506.68 increasing the total CMA from \$1,416,384.73 to a total of \$1,785,145.15 (10% of the not-to-exceed contract amount).

BACKGROUND



Purple Line Extensions Section 1- Paleontological resource recordation and recovery.

- PS77530000 currently has 6% remaining value 26 months into a 36-month base contract.
- The contract is an Indefinite Deliver, Indefinite Quantity (IDIQ) contract for local, state, and federal environmental compliance including but not limited to mitigation monitoring, noise, vibration, biology, Cultural and Native American consultation, etc. Funding requisitioned from project budgets as project support is requested.

BACKGROUND CONT.



Union Station-Archeological Monitoring and resource evaluation

- Increased Measure R and M project support resulted in a sharp unanticipated increase in contract use and current project volume estimates over 30B by FY26.
- Contract provides dedicated support to FTA for Metro projects, increasing responsiveness from FTA.
- Support for future projects which include but not limited to 2028 Olympics, Joint Development 10K, Joint Bus/Rail Operations Center (ROC/BOC).

NEXT STEPS

- Staff to execute MOD No. 00003 to PS77530000 upon board approval.



Thank you



Metro®



Board Report

File #: 2025-0407, **File Type:** Informational Report

Agenda Number: 24.

CONSTRUCTION COMMITTEE JUNE 18, 2025

SUBJECT: UTILITY REIMBURSEMENT AGREEMENTS

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

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

- A. EXECUTE Utility Reimbursement Agreements with Level 3 Communications and Centurylink Communications to accommodate Metro's ongoing Projects; and
- B. NEGOTIATE and execute similar as-needed Utility Agreements with other communication company owners to accommodate Metro's ongoing Projects.

ISSUE

As Metro's transit projects move forward, the project teams have identified Centurylink Communications and Level 3 Communications within several project footprints that require utility relocations and/or general utility support. This is Metro's first interaction with Centurylink and Level 3 Communications. To move forward with the relocations and general utility support coordination to accommodate several Metro transit projects, Utility Reimbursement Agreements (URAs) between Metro and both Centurylink and Level 3 Communications are needed. Given the complexity of Metro's projects, it is also anticipated that numerous other communication conflicts will arise with other communication company owners for which swift actions will be required in order to maintain the schedule. Therefore, as other communication company owners are identified as having conflicts with Metro's projects, similar Utility Agreements will need to be negotiated and executed swiftly in order to memorialize those roles and responsibilities and proceed with mitigating those conflicts in order to ultimately maintain schedule and budget.

BACKGROUND

A well-planned utility relocation is critical to any transit projects' cost and schedule. Earlier communication and closer coordination with utility companies allow smoother completion of projects. It is critical to set up URAs with Centurylink and Level 3 Communication, as well as with other potential communication company owners, to properly and effectively document delivery commitments, cost-sharing processes, roles and responsibilities and processes to resolve

disagreements so that work can continue unimpeded.

Executing the URAs and future utility agreements with other communication companies are key next steps to ensure successful delivery of the projects and to demonstrate the level of support required by key stakeholders and help mitigate project constraints and risks.

DISCUSSION

Utility Reimbursement Agreements

There are many utilities that conflict with Metro project alignments and require mitigation ranging from removal, replacement, protection, reconstruction and relocation of all or portions of impacted utilities. The success of Metro projects further requires the utility company's participation in meetings, coordination, and collaboration during the engineering as well as construction phases of the projects. Hence, advancing URAs between the parties is a key next step for the successful delivery of Metro projects and to demonstrate the level of support required by key stakeholders. The general intent of the URAs (Attachments A and B) is to cover the current ongoing Projects, starting with the Southeast Gateway Line project (SGL), as well as future Metro Projects for many years to come. As other utility conflicts arise with other communication company owners, the appropriate Utility Agreements will be negotiated and executed to accommodate those projects.

By executing the URAs, each utility owner acknowledges the projects as high-priority public works projects and agrees to assist Metro by providing expedited self-performed designs, engineering, technical and analytical review of design and construction plans, administrative support services, construction and inspection services and other services necessary for the successful delivery and implementation of the projects. The URAs define procedures, identify roles and responsibilities, and identify costs between Metro and each utility owner.

The following are key components of the URAs with Level 3 and Centurylink Communications, which will be components of the future as-needed Utility Agreements with other communication companies as well:

- Reimbursement of costs to the utility owners for project related work
- Duration of the agreement
- Metro and utility owner points of contact
- Basis and agreement on utility scope
- Process and agreement on self-perform designs and review periods
- Process and agreement on necessary construction and inspection needs
- Ability to accommodate other Metro projects

Metro and both Centurylink and Level 3 Communications agree that each will cooperate with the other in all activities covered by the URA's. Work performed by both Centurylink and Level 3 Communications under these URAs shall be per the work orders to be issued by Metro on a yearly basis.

DETERMINATION OF SAFETY IMPACT

The recommended actions will not affect the safety of Metro customers and/or employees because these projects are in the engineering phase and no operational safety impacts result from this Board action.

FINANCIAL IMPACT

Work Orders will be issued to Centurylink Communications, Level 3 Communications and other as needed utility owners on an annual basis. Work orders for these commitments created within the URA parameters will only be issued by funded projects and will be within each of the project's respective Fiscal Year or Life of Project (LOP) budgets. It will be the responsibility of the Cost Center Manager and Project Manager to budget costs incurred while executing these URAs in the future fiscal years and within the cumulative budget limit for the affected fiscal year.

EQUITY PLATFORM

The execution of the URAs with Level 3 and Centurylink Communications, and other as-needed utility agreements with other communication company stakeholders, is essential to the successful and timely completion of SGL and other projects, including the subsequent benefits for project area communities. Metro's projects provide access to a reliable transit system and fill a current gap in high-quality transit services. When the eventual build-out of the projects occurs, communities along these corridors will have access to the Metro regional network providing residents with critical transit service to access greater employment, health, and educational opportunities.

VEHICLE MILES TRAVELED OUTCOME

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

While this item does not directly encourage taking transit, sharing a ride, or using active transportation, it is a vital part of Metro operations, as it facilitates the progress of critical work with utilities to reduce red tape and improve outcomes in the planning and construction of the Southeast Gateway Line Project, and other projects, which will serve to reduce VMT. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item supports the overall function of the agency, this item is consistent with the goals of reducing VMT.

*Based on population estimates from the United States Census and VMT estimates from the highway performance monitoring system data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Metro's transit projects support 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 allow the negotiation and execution of the URAs. However, not executing the URAs and other Utility Agreements with other communication company owners would not solidify each of the parties' roles and responsibilities and would require Metro to follow standard over-the-counter processes and therefore not benefit from streamlined processes and other administration benefits identified within the URAs. All of these are essential elements for successful projects.

NEXT STEPS

Upon Board approval, the CEO or designee will execute the URAs between Metro and Level 3 and CenturyLink Communications. Staff will also continue to work with other responsible communication company stakeholders to develop other necessary Utility Agreements.

ATTACHMENTS

- Attachment A - Utility Reimbursement Agreement between Level 3 Communications and Metro
- Attachment B - Utility Reimbursement Agreement between Centurylink Communications and Metro

Prepared by: Eduardo Cervantes, Executive Officer, Third Party Administration, (310) 466-1617

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


Stephanie Wiggins
Chief Executive Officer

UTILITY REIMBURSEMENT AGREEMENT

BETWEEN

LEVEL 3 COMMUNICATIONS, LLC

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

EFFECTIVE DATE

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This Agreement is entered into by and between Level 3 Communications, LLC ("Utility") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA") (each individually "Party," and collectively "Parties").

RECITALS

- (A) LACMTA proposes to design, construct and operate facilities necessary and convenient for various public rail and busway transit systems within the County of Los Angeles, and the Parties intend this Agreement to apply to reimbursement of Utility for the Rearrangement (as the term is defined herein) of its facilities occasioned by certain LACMTA proposed Transit Projects where the Utility's facilities are in conflict with such Transit Projects, including the following (in each case, as may be more fully described at www.Metro.net):
- East San Fernando Light Rail Transit Project;
 - projects within the LACMTA highway program, including but not limited to, the I-5 North County Enhancements Project;
 - Southeast Gateway Line
 - Eastside Transit Corridor Phase 2;
 - C Line (Green) Extension to Torrance;
 - G Line (Orange Line) Improvements Project;
 - Sepulveda Transit Corridor Project;
 - projects within the LACMTA Regional Rail program (including Link Union Station);
 - various corridor congestion relief bus rapid transit projects (including Vermont Corridor, NoHo to Pasadena and North SFV);
 - Crenshaw Northern Extension; and
 - various LACMTA Transit Oriented Communities and Joint Development projects located on LACMTA-owned Rights-of-Way or acquired properties.
- (B) One or more of the proposed Transit Projects will require the Rearrangement of portions of Utility Facilities. The Parties wish to enter into this Agreement in order to agree upon the roles and responsibilities between the Parties in connection with such Rearrangements.
- (C) The Parties acknowledge that Utility possesses, via contractual agreements to which it succeeded or its own past contractual agreements, rights to various locations for the siting and use of its infrastructure facilities. To Utility's knowledge, such various locations include, but may not be limited to, locations along the right-of-way to the G Line (Orange Line) Improvements Project. The Parties further acknowledge this Agreement shall not supersede said prior existing rights possessed by Utility. Therefore, if an LAMCTA Transit Project requires use of a site to which Utility possesses said prior existing rights, the Parties intend to negotiate in good faith to mutually reach a separate agreement for the rearrangement of Utility's relevant facility/facilities.

In consideration of the mutual covenants of the Parties as set forth herein, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1. SCOPE AND DURATION

1.1 Scope of Agreement

- (a) The Parties have entered into this Agreement to: (i) define the applicable procedures; (ii) manage the interfaces; and (iii) allocate the roles and responsibilities and costs between LACMTA and Utility, in each case in respect of the planning, designing, and effecting of any Rearrangements of Utility Facilities that are necessary in order for LACMTA to construct, operate, maintain and use any of the Transit Projects.
- (b) The Parties acknowledge that LACMTA, at its sole discretion, may utilize various contracting methodologies to design, construct, operate and/or maintain the Transit Projects, including with respect to any Rearrangements of Utility Facilities. The Parties acknowledge that LACMTA's determination of a LACMTA Contract's scope of work shall not impact the rights and obligations set out under this Agreement.
- (c) Utility acknowledges and agrees that LACMTA may:
 - (i) engage LACMTA Contractor(s) to carry out the design, construction, operation, and/or maintenance work with respect to a Transit Project including performance of any LACMTA responsibilities with respect to any Rearrangements of Utility Facilities; and
 - (ii) in each LACMTA Contract, require the LACMTA Contractor to comply with and perform certain of LACMTA's obligations under this Agreement,

provided in each case that nothing in this Agreement will create any contractual relationship between Utility 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 Utility toward, any LACMTA Contractor.

- (d) LACMTA acknowledges and agrees that Utility may:
 - (i) engage Utility Contractor(s) to perform Utility's work under the terms of this Agreement and/or any Work Order including performance of any Utility responsibilities with respect to any Rearrangements of Utility Facilities; and
 - (ii) in each Utility Contract, require the Utility Contractor to comply with and perform certain of Utility's obligations under this Agreement,

provided in each case that nothing in this Agreement will create any contractual relationship between LACMTA and any Utility 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 LACMTA toward, any Utility Contractor.

- (e) Utility acknowledges that LACMTA may at any time elect:
 - (i) not to proceed with any Transit Project expressly listed in the Recitals or otherwise referenced in this Agreement or notified to Utility;
 - (ii) to proceed with a Transit Project that is not expressly listed in the Recitals or otherwise referenced in this Agreement; or
 - (iii) to amend the scope of any Transit Project, each in its sole discretion.
- (f) The Parties agree that on the Effective Date, the terms of this Agreement shall supersede any conflicting terms of prior existing agreements between the Parties, or affiliates of the Parties,, except that:

- (i) any Rearrangements of Utility Facilities that have been approved and granted under a Work Order number issued prior to the Effective Date shall continue until completed and approved under the applicable Work Order and shall be constructed in accordance with the standards and plans approved by the Parties in accordance with the applicable Work Order; and
- (ii) this Agreement shall not negate or modify the terms and conditions of: (A) any legally binding easements or other use and/or occupancy agreements between Utility and LACMTA with respect to the occupancy by Utility of, or any interest of Utility in real property owned by or under the operating jurisdiction of LACMTA; (B) any such easements or other agreements between Utility and any former owner of real property now or hereafter owned by LACMTA, and to which LACMTA has become or hereafter becomes a successor either by assignment or by operation of law; or (C) any such easements or other agreements between Utility and any other governmental agency with respect to real property owned by or under the operating jurisdiction of such governmental agency, and in which LACMTA has a statutory or other right to install Transit Project Facilities,

and without prejudice to the foregoing, the Parties acknowledge and agree that this Agreement is not intended to, and will not, limit the Parties' ability to enter into any subsequent agreements with respect to a Transit Project or any other subject matter.

- (g) Utility acknowledges that as between LACMTA and Utility, LACMTA has sole discretion to determine whether, and which, utilities are required in order for LACMTA to comply with its obligations under Applicable Law in connection with a Subject Transit Project.

1.2 Duration of Agreement

- (a) The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall continue until the date falling 15 years after the Effective Date, unless terminated earlier or extended in accordance with the terms of this Agreement.
- (b) This Agreement shall automatically be renewed for consecutive one-year terms commencing on the day following the last day of the Initial Term and on each subsequent anniversary of such day, unless either Party provides written notice of termination to the other no later than 90 days prior to the end of any term (including the Initial Term).

ARTICLE 2. GENERAL OBLIGATIONS

2.1 Governance

- (a) Utility and LACMTA shall each designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to this Agreement (the "Utility Representative" and "LACMTA Representative", respectively).
- (b) Utility and LACMTA may, in addition, each designate an alternate individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to the application of this Agreement to a Subject Transit Project (in which case, any references to the Utility Representative or LACMTA Representative under this Agreement shall be deemed to include such designated representatives with respect to that Subject Transit Project). A single individual may serve as a designated representative for more than one Subject Transit Project.
- (c) Either Party may change a representative designated under Section 2.1(a) or 2.1(b) (Governance) by providing seven days' prior Notice to the other Party.

- (d) LACMTA may establish Working Groups in relation to a Transit Project or particular aspects of a Transit Project for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractors and other attendees to monitor the progress of the Transit Project, to consider issues, or potential issues, and to present, understand and discuss proposed solutions with respect to the Transit Project. On LACMTA's written request, Utility shall ensure the attendance (in person or via videoconference or teleconference) of the Utility Representative (or a delegate) at any Working Group meeting held with respect to a Subject Transit Project during normal business hours and upon reasonable notice. Any Working Group meeting attended by a Utility Representative (or a delegate) is consultative and advisory only, and nothing which occurs during any such Working Group meeting and no information that is presented during any such Working Group meeting will:
 - (i) affect the rights or obligations of either Party under this Agreement;
 - (ii) entitle a Party to make any claims 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;
 - (iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law; or
 - (v) be construed as a direction by a Party to do or not do anything.

2.2 Work Orders

- (a) Utility's obligation to perform work under this Agreement shall arise upon the issuance by LACMTA of an authorized Work Order.
- (b) If Utility is required to perform work and/or provide support and/or services under the terms of this Agreement, or LACMTA requests that Utility perform work or provide support or services under the terms of this Agreement, Utility shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which Utility shall require reimbursement with respect to that scope of work.
- (c) Upon LACMTA's approval of a Form 60 submitted to it by Utility with respect to a scope of work under Section 2.2(a) (Work Orders), LACMTA will issue a Work Order to Utility for such scope of work.
- (d) Each Work Order issued by LACMTA to Utility in accordance with this Agreement shall specify the work authorized to be performed and any materials or equipment to be acquired, the amount of money that Utility will be reimbursed for the authorized work as agreed under the applicable Form 60, and a schedule, including the estimated starting and finishing dates for the authorized work.
- (e) On receipt of a Work Order issued in accordance with the terms of this Agreement, Utility must: (i) promptly commence work on any elements of work authorized under the Work Order that are unchanged from the applicable Form 60; and (ii) promptly and without delay (and in any case within 10 days of issuance by LACMTA) accept any changes or additions (including any additional or supplemental provisions) agreed to the applicable Form 60 by counter-signing the Work Order or otherwise by written acceptance by the Utility Representative, followed by commencement of the applicable work under the Work Order. If Utility fails to accept the Work Order within 10 days, if applicable, the Work Order will be deemed to be accepted by Utility.
- (f) Except where authorized under a separate agreement with LACMTA (in which case, payment, credits or reimbursement will be in accordance with the terms of such agreement), Utility is not authorized to do any work and will not be paid, credited or reimbursed for costs or expenses associated with any

work performed in connection with a Rearrangement or a Subject Transit Project or otherwise under the terms of this Agreement, that is not expressly authorized by a Work Order.

- (g) Except in the case of a change required due to an emergency, which notification may be given orally before being confirmed in writing within three days, Utility may submit proposed changes to a Work Order in writing to LACMTA for approval.
- (h) LACMTA may terminate any Work Order at any time at its sole discretion, provided that Utility will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (i) Utility must 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 be in excess of 10% greater than previously estimated Costs; or
 - (iii) that the estimated finishing date will be later than the date stated in the Work Order,and must request an amendment to such Work Order pursuant to Section 2.2(g) (Work Orders).
- (j) Utility must complete, either through its own forces or through Utility Contractors, all work authorized by any Work Order in accordance with Applicable Law, Governmental Approvals and the terms of this Agreement and the applicable Work Order. Utility must cooperate with LACMTA and take such actions as LACMTA may reasonably request, to ensure performance of work under a Work Order.

2.3 Deadlines and Delays

- (a) Utility agrees to cooperate and coordinate with LACMTA in accordance with the terms of this Agreement in order for LACMTA to achieve the project schedule for a Subject Transit Project and to allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and work schedules, review periods and timelines identified in this Agreement and any Work Orders. Utility acknowledges that development of a Subject Transit Project will require strict compliance with the scheduling requirements of this Agreement and the applicable Work Order, and that failure to meet the deadlines set out in this Agreement or in the applicable Work Order could cause LACMTA and/or its LACMTA Contractor(s) to incur substantial costs as a result of such delay, or may result in Utility needing to take measures to avoid delay to a Subject Transit Project.

If Utility fails to carry out any work or obligations for which it is responsible under the terms of this Agreement and/or any Work Order in accordance with the mutually agreed upon work schedules, review periods and timelines identified in this Agreement and the applicable Work Order, and such failure is attributable to Utility's gross negligence or willful misconduct, then, to the extent such delay directly causes: (i) LACMTA to incur additional costs; or (ii) a delay to the Subject Transit Project, Utility must reimburse LACMTA for all actual and documented costs and expenses incurred or arising out of such delay. Utility must pay such costs to LACMTA within 90 days after receipt of an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from Utility to LACMTA pursuant to this Section 0 from payment(s) due to Utility.

- (b) To the extent 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 results in a delay to the performance of Utility's work under a Work Order, Utility will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the terms of the applicable Work Order.

2.4 Coordination and Cooperation

- (a) The Parties acknowledge that the timely completion of a Subject Transit Project will be influenced by the ability of LACMTA and Utility to coordinate their activities, communicate with each other, and respond promptly to reasonable requests.
- (b) Utility agrees to each Rearrangement and to cooperate with LACMTA's applicable requirements for the Subject Transit Project, in accordance with the terms of this Agreement subject to the following:
 - (i) whenever it is reasonably possible to do so without causing increased costs for or delay in a Transit Project, as determined by LACMTA, relocation of Utility Facilities will be avoided and Utility Facilities will be Protected-in-Place;
 - (ii) reimbursement of Costs in accordance with and to the extent contemplated by, Section 6.2 (Reimbursements to Utility);
 - (iii) LACMTA shall give Utility at least 100 days (unless prior rights are involved) written notice before requiring Rearrangement of a Utility Facility; and
 - (iv) if necessary to ensure continuity of transmission or distribution of the applicable public utility during any Rearrangement work, Utility may install a Temporary Facility to provide the applicable public utility service until such time as the related Rearrangement work is complete or the usual service is restored, whichever is earlier.
- (c) The Parties acknowledge that Utility is required to address the interests of joint users of its Utility Facilities. Where there are joint users of a Utility Facility (or a part of it) that is the subject of a Rearrangement, Utility shall identify and notify LACMTA of all joint users of such Utility Facility prior to commencing any work with respect to that Rearrangement and Utility shall be responsible for addressing any applicable joint users' interests when exercising its rights under this Agreement.

2.5 Coordination of Utility Activities

- (a) If Utility plans to undertake any Adjacent Work, Utility will coordinate the design and performance with LACMTA so that such Adjacent Work will not interfere with, disrupt or delay the design, construction, operation or maintenance of the applicable Transit Project or the Design and Construction of a Rearrangement by LACMTA including by:
 - (i) complying with the terms of this Section 2.5 and LACMTA's standard procedures for Adjacent Works;
 - (ii) delivering copies of all designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the Adjacent Work and to approve the final designs and plans for the Adjacent Work; and
 - (iii) if LACMTA reasonably determines and notifies Utility that the Adjacent Work will, in whole or in part, interfere with, disrupt or delay the design, construction, operation or maintenance of the applicable Transit Project, conditioning the implementation of the Adjacent Work (or relevant part of it) on scheduling adjustments and/or other modifications as LACMTA deems appropriate to ensure its Transit Project Schedule will not be directly delayed by the proposed Adjacent Work.
- (b) The terms of this Section 2.5 shall not apply in Emergency (as the term is defined herein) situations; however, in such situations Utility will coordinate with LACMTA to the extent feasible in light of the

circumstances, subject to all related safety requirements described in this Agreement and any applicable Work Order.

- (c) Utility will, and will ensure that any Utility Contractor performing any Adjacent Work and/or Construction and maintenance of any Rearrangement under the terms of this Agreement or a Work Order, 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 interface definition and coordination meetings upon reasonable request; and
 - (B) providing any other interface data reasonably requested by LACMTA or the relevant LACMTA Contractor and necessary to complete interface coordination;
 - (ii) perform the work so as to minimize any interference with or disruption or delay to construction, operation or maintenance of the Subject Transit Project or the Design and Construction of a Rearrangement;
 - (iii) comply with LACMTA's or the relevant 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 work that may interfere with, disrupt, delay or otherwise have an adverse effect upon the Subject Transit Project or Rearrangement.

2.6 Governmental and Lender Requirements

If a Subject Transit Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, Federal Transit Administration, other Governmental Entities, and/or financial institutions providing grants, funding or financing, LACMTA will notify Utility and the Parties will comply with the terms and conditions set out in Exhibit 4 (Federal and Other Requirements) and any additional prescribed governmental and lender requirements set out in an applicable Work Order or otherwise under the applicable grant, funding or financing agreements notified to Utility.

2.7 Discretions

Except as otherwise expressly provided in this Agreement, all determinations, consents, waivers, or approvals of a Party under this Agreement must not be unreasonably withheld, conditioned, or delayed.

ARTICLE 3. DESIGN

3.1 Design Responsibilities

- (a) Except to the extent of any Design work requested to be performed or to be performed by Utility under Section 3.1(b) (Design Responsibilities), LACMTA will (directly or through LACMTA Contractors) design all Rearrangements and produce all Design Documentation relevant to those Rearrangement works in accordance with the terms of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.
- (b) LACMTA may request and authorize Utility to Design a Rearrangement and provide Design Support with respect to that Rearrangement or to provide Design Support and perform Design-related activities with respect to the Design of a Rearrangement prepared by LACMTA under Section 3.1(a) (Design Responsibilities), in each case pursuant to the procedures set out under Section 2.2 (Work Orders). A Form 60 submitted by Utility in accordance with this Section 3.1(b) and Section 2.2 (Work Orders) shall estimate the total effort required to perform the requested Design, Design Support

and/or other Design-related activities and shall attach the schedule prepared in accordance with this Agreement and agreed by the Parties for the performance of the requested Design, Design Support and/or other Design-related activities. Utility must diligently perform and shall ensure that any Utility Contractors diligently perform, the Design, Design Support and/or other Design-related activities authorized under a Work Order in accordance with the terms of that Work Order and this Agreement. Utility shall be responsible for any errors and omissions in any Design Documentation prepared by Utility or a Utility Contractor.

- (c) Without prejudice to the scope of and timelines for any Design Support services agreed under Section 3.1(b) (Design Responsibilities), within 60 days after Utility's receipt of written request from LACMTA, Utility shall identify and disclose to LACMTA the nature and location of all Utility Facilities which are located under or over Transit Project Right-of-Way and on adjacent public street right-of-way, whether or not Abandoned, and such other information as may be requested by LACMTA with respect to the identification of the nature and location of all Utility Facilities. Any Form 60 submitted by Utility to LACMTA in accordance with Section 2.2 (Work Orders) for Design Support services with respect to the identification of existing Utility Facilities shall comply with the following:
- (i) where potholing of existing Utility Facilities for the purpose of Design verification is agreed by the Parties as a Design Support service: (A) such potholing activities shall be shown in the applicable Form 60 as an 'Other Direct Cost (ODC)'; (B) preparation and execution of the related potholing work plan shall be considered a Design Support activity; and (C) submission of the applicable Form 60 shall indicate: whether the scope involved is to excavate a trench of certain width, length, and depth; use of ground penetrating radar where physical ground disturbance may be problematic; whether traditional drilled holes with vacuum extraction of soil is the recommended method of exploration; that the findings shall be presented in a brief report by a qualified utility engineer; coordination activities such as USA/SC ("DigAlert") markings, obtaining a public works street-use type permit; and
 - (ii) where Utility is requested to provide LACMTA as-built Utility plans and records as a matter of routine course of conducting business with LACMTA, such as during the Planning Phase of a Transit Project (as opposed to the Design Development phase) this shall be at no cost to LACMTA.
- (d) Prior to submitting a Form 60 to LACMTA with respect to any Design work for a Rearrangement to be performed by Utility in accordance with Section 3.1(b) (Design Responsibilities), Utility will arrange a documented working group meeting amongst all applicable stakeholders (including the local City public works "Utility Coordination" representative) to agree the scope of the Rearrangement and the Design work required with respect to the Rearrangement.
- (e) Where Utility is responsible for the Design of a Rearrangement, Utility shall coordinate with the local City public works "Utility Coordination" representative, to apply for and obtain all necessary permits and approvals from all local jurisdictions in order to perform the Construction of that Rearrangement.
- (f) Following issuance of a Work Order for the performance by Utility of Design work for a Rearrangement, LACMTA will provide to Utility the Subject Transit Project plans and other information relevant to the Design work if available.

3.2 Design Requirements

Any Design work for any Rearrangements shall be performed in accordance with:

- (a) the Design requirements set out in this Agreement and any applicable Work Orders;
- (b) all Governmental Approvals and Applicable Law; and

- (c) subject to Section 3.5 (Utility Standards), the Utility Standards or, in the case of those Rearrangements of Utility Facilities that will cross over, above or below a Transit Project Right-of-Way, the applicable requirements in the most recent version of Metro's Rail Design Criteria or contract specifications for the Subject Transit Project (as applicable).

3.3 Design Review Procedure

All Designs for Rearrangements (whether the responsibility of LACMTA or Utility under Section 3.1 (Design Responsibilities)) shall be submitted, reviewed and approved in accordance with the procedures and review periods set out in Exhibit 1 (Submittal Review Procedure) and otherwise in accordance with the terms of this Agreement and any applicable Work Orders.

3.4 Design Development

- (a) The Parties acknowledge and agree that the Design Documentation for any Rearrangements will be submitted for review progressively in Packages and in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the other Party a reasonable opportunity to review the submitted Design Documentation.
- (b) In the case of the Rearrangements where LACMTA is responsible for the Design under Section 3.1 (Design Responsibilities), 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 taking into account the Subject Transit Project schedule and contracting methodology.
- (c) The Design Documentation for the Design of a Rearrangement will be complete in all respects and will specify any Utility pre-approved design details and Construction practices utilized in the Design, including specifying proprietary underground vaults, shoring systems, standard plans, and parts (including connectors, valves, gaskets and custom components).

3.5 Utility Standards

At the procedural stage when Metro issues a Work Order Authorization, Utility shall identify and reach consensus with Metro regarding the specific utility standards that will apply to the design and construction of the Rearrangement(s) under the Work Order. Once agreed upon by the Parties, any deviations from said utility standards are prohibited without the express consent of both Parties.

- (a) Any changes or additions to the Utility Standards applicable to a Rearrangement:
 - (i) after notification under Section Error! Reference source not found. (Utility Standards), requires prompt written notice from Utility (and in any case within 15 days' of adoption), with supporting information including the formal date of adoption and, in the case where Utility is responsible for the Design of the applicable Rearrangement under Section 3.1 (Design Responsibilities), the schedule and cost impact to the applicable Design work; and
 - (ii) after the establishment of the Basis of Design for that Rearrangement, shall be considered a "Betterment" for the purposes of this Agreement.
- (b) Utility agrees that it shall not adopt any new Utility Standard(s) or otherwise amend or supplement any existing Utility Standards or its interpretation or application of any existing Utility Standards for the sole or primary purpose of affecting a Subject Transit Project or Rearrangement. All Utility Standards shall be applied to the Rearrangements hereunder in the same manner as they are applied by Utility to standalone projects that are financed primarily by Utility or projects constructed by Utility's in-house crews or Utility Contractors.

- (c) Without prejudice to the other terms of this Section 3.5, with respect to both Design and Construction of a Rearrangement, in interpreting applicable Utility Standards, and in exercising any discretion granted by applicable Utility Standards, the Parties shall make such interpretations and exercise such discretion in a manner so as to impose the minimum requirements necessary to comply with Applicable Law. Any Design or Construction issues affecting Rearrangements which are not addressed by applicable Utility Standards shall be resolved in such a manner as to impose the minimum requirements necessary to make a Replacement Facility the equivalent (in terms of level of service, capacity, service life, capability, appearance, efficiency and function) to the Conflicting Facility it replaces and to otherwise minimize Rearrangement work.

3.6 Changes to Design

LACMTA or Utility may make changes to a previously approved Design only with written concurrence of the other Party. Except where changes are required to accommodate an unanticipated site condition or an unanticipated change in a site condition, LACMTA shall have no obligation to consent to or approve any Utility requested changes that will necessitate re-submittal of Design for new approvals, delay Construction of the Rearrangement or construction of the Subject Transit Project, or increase the cost of Construction of the Rearrangement or construction of the Subject Transit Project. The cost of the increased scope, if any, attributable to changes in approved plans or specifications requested by Utility and approved by LACMTA shall be borne by Utility, unless the change in approved plans or specifications was necessitated by an unanticipated site condition or event.

3.7 Permits

- (a) Although Metro as a State governmental agency established under the California Public Utilities Code is, generally, not subject to local government approval and permitting requirements, after approval of the Final Design of a Rearrangement in accordance with this ARTICLE 3 the Party performing the Design work for the Rearrangement or the Applicable Contractor shall obtain all necessary Governmental Approvals, Railroad PUC permits and required track allocation request approvals for the Construction of the Rearrangement; provided, however, LACMTA shall be responsible for obtaining (or causing its LACMTA Contractor(s) to obtain) all such Governmental Approvals that may be required for any Construction to be performed by LACMTA or its LACMTA Contractor(s) in accordance with ARTICLE 4 (Construction) whether or not it performed the Design work for the Rearrangement. Each Party shall use reasonable efforts to assist the other Party in securing any necessary Governmental Approvals. Without prejudice to Sections 3.2 (Design Requirements) and 4.2 (Construction Requirements), each Party shall comply with the terms of all applicable Governmental Approvals in carrying out its work under this Agreement.
- (b) Where the Subject Transit Project is "federalized" (use of federal funds as notified by LACMTA to Utility in accordance with Section 2.6 (Governmental and Lender Requirements)) and Utility has been requested to perform Design work in accordance with Section 3.1(b) (Design Responsibilities), Utility acknowledges the requirements to process "Utility Agreements" and "R/W Certification" (as those terms are used in the LAPM) in accordance with Caltrans Local Assistance Procedures Manual (LAPM) Chapter 14 – Utilities, local agency internal City and public works adopted procedures and LACMTA's third party administration procedures (as published and notified to Utility from time to time).

ARTICLE 4. CONSTRUCTION

4.1 Construction Responsibilities

- (a) Utility shall perform (through a Utility Contractor or in-house construction crews) all Construction for each Rearrangement, unless, during the Design phase, LACMTA and Utility mutually agree that LACMTA shall perform all or part of the Construction for a Rearrangement. The Party performing Construction may perform such Construction either prior to construction of the Subject Transit Project,

concurrently with such construction, or through a combination of said alternatives, as mutually agreed by the Parties, taking into account the contracting methodology selected by LACMTA for the Subject Transit Project as referenced in Section 1.1(b) (Scope of Agreement) and the project schedule for the Subject Transit Project, as referenced in Section 2.3 (Deadlines and Delays).

- (b) If agreed by the Parties under Section 4.1(a) (Construction Responsibilities) that LACMTA (or a LACMTA Contractor) shall perform the Construction of a Rearrangement, LACMTA may request and authorize Utility to provide Construction support services and related activities with respect to the Construction of that Rearrangement, pursuant to the procedures set out in Section 2.2 (Work Orders) and Utility agrees to coordinate its efforts and cooperate with the relevant LACMTA Contractor(s) performing Construction and to diligently perform and to ensure that any Utility Contractor diligently performs, all such Construction support services and related activities, in accordance with the terms of the applicable Work Order and this Agreement.
- (c) LACMTA shall be responsible for all claims and stop notices or mechanic's liens filed by LACMTA Contractors for Construction work performed on Utility Facilities. Utility shall be responsible for all claims and stop notices or mechanic's liens filed by Utility Contractors for Construction work performed on Utility Facilities.

4.2 Construction Requirements

All Construction work for the Rearrangement shall be performed in accordance with:

- (a) the approved Final Design (including any changes agreed under the terms of this Agreement);
- (b) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (Utility Standards), the Utility Standards;
- (c) applicable environmental mitigation and control requirements including, without limitation, to construction noise and vibration, air pollution controls, and potential archaeological, biological, and paleontological monitoring measures as applicable;
- (d) all other Construction requirements set out under the terms of this Agreement and any applicable Work Order; and
- (e) subject to Section 3.5 (Utility Standards), the Utility Standards or, in the case of those Rearrangements of Utility Facilities that LACMTA is responsible for Constructing under Section 4.1 (Construction Responsibilities) and that will cross over, above or below the Transit Project Right-of-Way, the applicable requirements in the most recent version of Metro's Rail Design Criteria and/or contract specifications for the Subject Transit Project (as applicable).

4.3 Rights-of-Way

- (a) The Parties will determine during Design Development whether replacement rights-of-way are needed for the relocation of Conflicting Facilities. Replacement rights of way, if needed, will be acquired by LACMTA or Utility following approval by the Parties of the location and type of such replacement rights-of-way. When reasonably possible [and where the Utility Facilities being Rearranged are located in a public right-of-way,] a Rearrangement shall be located in existing public rights-of-way. [Where Utility requires replacement rights-of-way within Transit Project Right-of-Way owned by LACMTA, LACMTA shall be responsible for providing such replacement rights-of-way.] If it is not reasonably possible for the Rearranged Utility Facilities to be located in existing public rights-of-way or in Transit Project Right-of-Way owned by LACMTA, appropriate private of rights of way will be identified and acquired by LACMTA; provided that the required rights-of-way shall be acquired so as not to impair LACMTA's schedule for the Subject Transit Project. Upon acceptance of the

applicable Replacement Facility, and where, if applicable, equivalent rights are granted to Utility, Utility shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all Utility real property interests (except franchise rights and except where Utility owns the property in fee) being taken out of service by the Rearrangement, and for which replacement real property interests are provided.

- (b) Subject to the other terms of this Section 4.3, any cost associated with Utility acquiring any temporary construction easements or other real property rights (including for installation of temporary Utility Facilities) that are needed for any Construction of a Rearrangement performed by Utility shall be considered a "Cost" under this Agreement. LACMTA will be responsible for obtaining any temporary construction easements or other real property rights that are needed for Construction of a Rearrangement that LACMTA is performing and any cost associated with Utility using such easements or other rights shall be considered a "Cost" under this Agreement.
- (c) Within 60 days after request by LACMTA and as part of the Design Support performed by Utility, Utility shall furnish to LACMTA copies of any non-privileged, non-confidential agreements or other documents evidencing Utility's franchise, easements, or other existing rights in real property for its Utility Facilities that are located within the Subject Transit Project area. Utility's cost to provide such documentation shall be reimbursed by LACMTA as Design Support services under an authorized Work Order issued under Section 2.2 (Work Orders).
- (d) Except when there are already pre-existing license agreements between the Parties as to a right-of-way, without prejudice to Section 2.5 (Coordination of Utility Activities), each Party shall provide the other with a license to such Party's right-of-way located within or near the Transit Project Right-of-Way, in a form reasonably acceptable to such other Party, for the purpose of carrying out construction, operation or maintenance of the Subject Transit Project (in the case of a license granted to LACMTA) or operating or maintaining a Utility Facility (in the case of a license granted to Utility).
- (e) Real property interest Costs shall be invoiced separately from other Cost items, but shall be reimbursable to the extent provided in Sections 6.2 (Reimbursements to Utility) and 6.3 (Reimbursement and Credits to LACMTA).

4.4 Utility Construction of Rearrangements

LACMTA shall request and authorize Utility to perform the Construction of all or part of a Rearrangement that Utility shall perform under Section 4.1 (Construction Responsibilities), pursuant to the procedures set out in Section 2.2 (Work Orders). A separate Work Order will be issued for Construction of each Rearrangement. In such event:

- (a) Utility shall commence and diligently perform and shall ensure that any Applicable Contractor commences and diligently performs, the Construction of such Rearrangement to completion as authorized by the Work Order, in accordance with the terms of this Agreement and the Work Order and the work schedule for such Construction set out in the Work Order. Utility acknowledges and agrees that the work schedule for such Construction shall coincide closely and be coordinated with LACMTA's schedule for the Subject Transit Project, including the schedule for Construction of Rearrangements of utility, cable, pipeline, and other facilities in the same segment or portion of the Subject Transit Project; provided, however, that the schedule for work by Utility shall allow Utility a reasonable period of time for performance of its responsibilities under this Agreement and the Work Order;
- (b) to the extent applicable, Utility shall include a copy of any standalone environmental clearance of the Rearrangement as an attachment to the Form 60 for that Rearrangement; and

- (c) the name of the Utility's or Utility Contractor's lead superintendent and/or project manager assigned to the Construction of a Rearrangement shall be provided to LACMTA in the applicable Form 60.

4.5 Construction Staging Plans

- (a) A construction staging plan shall be developed for any Construction of a Rearrangement to be performed within public rights-of-way. The Parties will agree which Party (directly or through its Applicable Contractors) will be responsible for the preparation of construction staging plans for such Construction work. Where Utility is responsible for preparation of the construction staging plans under this Section 4.5(a), LACMTA shall request and authorize Utility to perform the work of preparing the construction staging plan pursuant to the procedures set out in Section 2.2 (Work Orders); and, where practicable, in the same Work Order authorizing the applicable Construction work.
- (b) Each construction staging plan will be agreed prior to commencement of the applicable Construction work and provide, among other things, for:
 - (i) the handling of vehicular and pedestrian traffic on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (worksite traffic control plans);
 - (ii) actions to maintain access to businesses adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the worksite traffic control plans; and
 - (iii) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions.

4.6 "As-Built" Drawings and Contract Documents

- (a) LACMTA and Utility shall each maintain a set of "as-built" plans of Rearrangements performed by LACMTA and Utility, respectively, during the progress of Construction. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within 90 days after completion of such work for each set of plans. All "as-built" plans (whether provided by LACMTA or by Utility) shall be native CAD files (including, for example, in Auto-Cad by Autodesk format or equivalent interoperable MicroStation version file format).
- (b) LACMTA and Utility agree to provide the other with electronic files of those final contract documents that they have prepared, or caused to be prepared, to govern the Construction of a given Rearrangement by their Applicable Contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible.

4.7 Underground Service Alert

Prior to any commencement of underground Construction work by either Party, the Party performing such work, or its Applicable Contractors, shall notify Underground Service Alert in accordance with Applicable Law.

4.8 Hazardous Materials and Archaeological Remains

- (a) As between Utility and LACMTA, LACMTA shall be responsible, at its sole cost and expense, for the investigation of potential hazardous materials or Archaeological Remains within the Transit Project Right-of-Way that would directly impact construction of the Subject Transit Project.

- (b) Without prejudice to the terms of Section 3.7 (Permits), LACMTA shall prepare, at its sole cost and expense, all environmental impact reports/statements required by Applicable Law for the construction of each Transit Project.
- (c) Each Party shall provide the other Party with all information and documents relating to the existence of any hazardous material and/or Archaeological Remains within the Transit Project Right-of-Way or any site on which Construction work for a Rearrangement will be carried out promptly after becoming aware of such information or documents including, without limitation, any environmental impact reports or soil tests.
- (d) Where LACMTA is responsible for costs relating to the presence or existence of any environmental hazard under Section 6.2(c)(c) (Reimbursements to Utility), LACMTA will be responsible for the management, treatment, handling, storage, monitoring, remediation, removal, transport, and disposal of such environmental hazard ("Remedial Action"). Utility shall not commence Construction of any Rearrangement until: (i) LACMTA has completed the required Remedial Action in accordance with this Section 4.8(d); or (ii) LACMTA issues a Work Order pursuant to Section 2.2 (Work Orders) authorizing Utility or a Utility Contractor to carry out such Remedial Action. For the avoidance of doubt, to the extent an environmental hazard is caused by, arises out of, or as a consequence of, any action of Utility or a Utility Contractor, LACMTA will not be responsible for any Remedial Action under this Section 4.8(d) or for costs under Section 6.2(c) (Reimbursements to Utility).
- (e) Utility shall promptly, and before the environmental hazard is disturbed, notify LACMTA of any environmental hazard encountered in carrying out Construction under this Agreement. If: (i) pursuant to Section 4.8(d) (Hazardous Material and Archaeological Remains), LACMTA is responsible for any Remedial Action with respect to such environmental hazard, LACMTA shall: (A) promptly commence such Remedial Action; or (B) issue a Work Order pursuant to Section 2.2 (Work Orders) authorizing Utility or a Utility Contractor to carry out such Remedial Action; or, (ii) the environmental hazard was caused by, arises out of, or as a consequence of, any action of Utility or a Utility Contractor, Utility shall promptly commence any Remedial Action required under Environmental Law. Utility shall suspend Construction work (excluding any Remedial Action, if applicable) at the site of the environmental hazard until the required Remedial Action is complete.
- (f) The Party discovering an environmental hazard shall make any required notifications to federal, state, and/or local agency(ies) in accordance with Applicable Law (with a copy to the other Party).
- (g) If Archaeological Remains are encountered by Utility in carrying out Construction under the terms of this Agreement, Utility must:
 - (i) immediately report the discovery to the LACMTA Representative;
 - (ii) ensure that the Archaeological Remains are preserved and protected in place and not disturbed further including by halting Construction work in the vicinity of the Archaeological Remain, if necessary;
 - (iii) comply with all requirements of Governmental Entities and any directions of the LACMTA Representative in relation to the Archaeological Remains; and
 - (iv) continue to perform the Work, except to the extent otherwise: (A) directed by the LACMTA Representative; (B) ordered by a court or tribunal; or (C) required by Applicable Law.
- (h) All Archaeological Remains found on or under the surface of the Transit Project Right-of-Way will, as between the Parties, be the absolute property of LACMTA and LACMTA shall be responsible for making any required notifications to federal, state, and/or local agency(ies) in accordance with Applicable Law.

4.9 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 2 (Inspection and Acceptance Procedure).

4.10 Maintenance

Utility shall schedule, in coordination with LACMTA and its LACMTA Contractors and in accordance with Sections 2.5 (Coordination of Utility Activities) and 4.3(d) (Acquisition of Rights-of-Way), any maintenance of Utility Facilities that may be necessary after the completion of the Rearrangement so as not to interfere with the construction of the Subject Transit Project or its operation, maintenance and use once completed.

ARTICLE 5. BETTERMENTS

5.1 Procedure

Promptly after identifying a Betterment, if possible during the Advanced Conceptual Engineering phase of the Subject Transit Project and in any event prior to the establishment of the Basis of Design for a Rearrangement, Utility shall inform LACMTA what Betterments, if any, Utility desires or has intentions to pursue as part of a Rearrangement by submitting a completed Potential Notice of Betterment Form such that LACMTA can review the Betterments and determine whether they satisfy the requirements set out in Section 6.3(e) (Reimbursements and Credits to LACMTA). In addition:

- (a) each Design furnished by Utility under the terms of this Agreement shall specifically identify any Betterments included in such Design and where Betterments are identified, shall be accompanied by a completed Potential Notice of Betterment Form submitted for LACMTA's review and approval; and
- (b) if LACMTA identifies a Betterment included in Designs furnished by Utility or in comments provided by Utility on LACMTA-completed Designs, LACMTA will notify Utility during the Design review process and within 30 days of delivery of that notice, Utility will: (i) withdraw the relevant comment or Design; or (ii) submit a request for the applicable Betterment by submitting a Potential Notice of Betterment Form for LACMTA's review and approval. If Utility fails to respond within 30 days of a notice delivered by LACMTA under this Section 5.1(b), the comment or Design will be deemed to be withdrawn provided that such withdrawal shall be without prejudice to Utility's right to submit the Betterment under a subsequent Potential Notice of Betterment under this Section 5.1.

5.2 Cost and Performance

- (a) Utility shall be responsible for the cost of any Betterment and LACMTA shall not be responsible for the cost of any Betterment. No Betterment may be performed in connection with any Rearrangement irrespective of whether the Design is performed by either Party or jointly, and whether the Construction is performed by either Party or jointly, unless that Betterment is:
 - (i) approved by LACMTA (as demonstrated by the LACMTA counter-signing the Potential Notice of Betterment Form, updated to include any changes negotiated and agreed by LACMTA and Utility); and
 - (ii) constructed in accordance with the scope and specifications agreed to and documented in the applicable Potential Notice of Betterment Form.
- (b) Under no circumstances shall Utility receive payment for, or reimbursement of, any Costs associated with or related to Betterments, and the issuance of a Work Order authorizing Utility work or other

activity relating to a Betterment shall not constitute the agreement of LACMTA to make any payments to Utility with respect to that Betterment.

5.3 Right to Refuse

LACMTA shall have the right to refuse and withhold approval for any Betterment that:

- (a) is incompatible with the Subject Transit Project;
- (b) cannot be performed within the constraints of Applicable Law, any Governmental Approvals and/or the project schedule for the Subject Transit Project; or
- (c) is requested after the establishment of the Basis of Design for the Rearrangement.

ARTICLE 6. SALVAGE, REIMBURSEMENT AND CREDITS

6.1 Disposition of Salvaged Materials

- (a) LACMTA may not salvage materials from the Conflicting Facility belonging to Utility during the course of its work on a Rearrangement, unless agreed to in writing by Utility. If LACMTA desires to use salvaged materials, subject to the consent of Utility, materials removed shall be stored by LACMTA 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 that Utility desires to retain may be recovered by Utility staff within an agreed time frame or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to Utility. Subject to acceptance by LACMTA, if materials removed by LACMTA are not reused and are not desired by Utility, such materials shall become the property of LACMTA.
- (b) Salvaged materials which are removed by Utility and not reused in a Rearrangement shall be retained by Utility.

6.2 Reimbursements to Utility

- (a) Except with respect to Betterments and Rearrangements performed by Utility pursuant to a franchise agreement for a non-LACMTA project, and without prejudice to Section 3.5(c) (Utility Standards), LACMTA will reimburse Utility for Costs incurred for work performed by Utility or the Utility Contractors under a Work Order in accordance with the terms of this Agreement and the applicable Work Order provided that:
 - (i) LACMTA's obligation to reimburse Utility for Costs is subject to the limitations established under Applicable Law and under the terms of this Agreement, including the limitations established in Section 3.1(c)(ii) (Design Responsibilities), Section 3.5(c) (Utility Standards), this ARTICLE 6 and ARTICLE 7 (Billings);
 - (ii) the Parties acknowledge that pursuant to Applicable Law, LACMTA is responsible for performing or for reimbursing Utility's Costs to perform, Rearrangements in a manner that maintains the functioning of the applicable Utility Facility at its previous level of service; and
 - (iii) where a Subject Transit Project is federalized (use of federal funds on the Rearrangement as notified by LACMTA to Utility in accordance with Section 2.6 (Governmental and Lender Requirements)), reimbursements to Utility will, in addition to the terms of this Agreement, be subject to Applicable Law at the federal level.
- (b) Where LACMTA and Utility agree that the construction of a Subject Transit Project will eliminate the service need for a specific Conflicting Facility and the Rearrangement to be performed under the

applicable Work Order is to be limited to the removal or elimination of the Conflicting Facility, LACMTA will only be responsible for any Costs incurred in Abandonment of such Conflicting Facility by Utility.

- (c) LACMTA will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any Utility 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 any LACMTA Contractor caused the environmental hazard through its actions.
- (d) Utility will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any Utility 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 Utility or any Utility Contractor caused the environmental hazard through its actions.

6.3 Reimbursements and Credits to LACMTA

- (a) LACMTA shall receive a credit against work performed by Utility under this Agreement at LACMTA's expense, and for Betterments. The amount of credits shall be determined in accordance with this Section 6.3. All credits pertaining to a particular Rearrangement or other item of work hereunder shall be reflected on the applicable invoice(s) submitted by Utility.
- (b) Where LACMTA performs work under this Agreement, LACMTA shall receive compensation from Utility (by credit or payments in accordance with this Section 6.3) for costs incurred by LACMTA for Betterments, and for any other costs incurred by LACMTA that are Utility's responsibility pursuant to this Agreement. The amount of compensation shall be determined in accordance with this Section 6.3. To the extent possible, LACMTA may take such compensation in the form of credits against amounts owed by LACMTA to Utility in connection with the Rearrangement for which the compensation is owed. LACMTA shall invoice Utility for any remaining amounts due in accordance with Section 7.2 (Procedures for LACMTA Billings to Utility), and Utility shall make payments to LACMTA in accordance with Section 7.1 (Procedures for Utility Billings to LACMTA).
- (c) Only for purposes of determining the amounts due from Utility to LACMTA (as a credit or payment) pursuant to this Section 6.3, the term "cost" is defined as all actual, allowable and reasonable direct and indirect costs incurred by LACMTA and attributable to activity or work performed or materials acquired in performing a task pursuant to this Agreement. Subject to the foregoing, direct costs shall include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement, and shall include but not be limited to those associated with Design, project review, construction management, permit fees, inspection, processing, remediation plan development and implementation, real property acquisition and contract administration. Indirect costs shall include administrative and overhead costs at the rate therefore established by LACMTA from time to time. LACMTA shall maintain its standard forms of records showing actual time expended and costs incurred.
- (d) The amount of credits or payments, as applicable, due to LACMTA shall be determined by agreement based upon Utility's applicable books, records, documents and other data. In addition, LACMTA and Utility may conduct an inspection survey and/or inventory of a Conflicting Facility during the Design Development process. Pursuant to a Work Order authorized under to Section 2.2 (Work Orders), Utility shall provide LACMTA, to the extent such exist and are known and available, with drawings, plans or other records necessary to conduct such survey or inventory pursuant. Surveys shall describe the physical attributes of the Conflicting Facility such as number, length, diameter,

dimensions, and type of material. The results of such survey shall also be applied in the determination of Betterments, as necessary.

- (e) As applicable, credit shall be allowed or Utility shall pay for Betterments in accordance with this Section 6.3. The amount of a Betterment payment, if any, shall be the estimated cost of the Replacement Facility, less the estimated cost of the Conflicting Facility. The amount of Betterment credit, if any, shall be a fixed amount determined by the Parties during Design Development based upon estimates provided by Utility and agreed to by LACMTA under a Potential Notice of Betterment Form.

ARTICLE 7. BILLINGS

7.1 Procedures for Utility Billings to LACMTA

- (a) Utility shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by Utility under a Work Order:
 - (i) Utility shall commence its quarterly billing (in an electronic format where possible) within no more than 60 days following the commencement of work under a specific Work Order and shall bill monthly thereafter;
 - (ii) each billing shall: (A) be addressed to the LACMTA Representative; (B) include a "Project Labor Report" identifying by task both Utility staff (and applicable consultant) hours charged for administrative, design, inspection and management services and Utility direct field labor; (C) specify all Costs incurred for that billing period including copies of invoices and other supporting Cost data; (D) reflect any applicable credits due to LACMTA under this Agreement with respect to the Subject Transit Project applicable to the Work Order under which the billing is being submitted; (E) be noted as either "in-progress" or "final"; (F) include a certification that the Costs identified in such billing were appropriate and necessary to performance of the work under the Work Order and have not previously been billed or paid; and (G) include quarterly progress billing report prepared by the Utility lead project manager including a narrative description of the work for the prior billing period with a statement on work progress, schedule deviations, cost to complete, subcontractor utilization, DBE usage if any, and, where applicable, a statement on adherence to federal requirements. If requested by LACMTA, Utility shall provide a full description of any labor charges during the billing period that were not identified in the Project Labor Report;
 - (iii) the final billing, with a notation that all work covered by a given Work Order has been performed, shall be submitted to LACMTA within 120 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 to the performance of the work under the Work Order and have not previously been billed or paid; and
 - (iv) after the expiration of the 120 day period described in Section 7.1(a)(iii) (Procedures for Utility Billings to LACMTA), LACMTA may notify Utility in writing that the 120 day closing billing period has expired, and upon Utility's receipt of such Notice from LACMTA, Utility shall have 60 days to submit its final invoice. If Utility fails to submit an invoice within such 60-day period, then LACMTA shall have no further obligation for payment to Utility with regard to any amounts due or payable under the applicable closed out Work Order.

- (b) Utility agrees to retain, or cause to be retained, for inspection and audit by LACMTA or other governmental auditors for the period required pursuant to Section 7.4 (Inspection and Audit), all records and accounts relating to the work performed by Utility under this Agreement and shall maintain separate records and accounts for each Work Order including signed individual labor time sheets clearly identifying of the Work Order number and the Subject Transit Project title; provided, however, that if any actions brought under the dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes) have not been finally resolved by the such deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

7.2 Procedures for LACMTA Billings to Utility

- (a) Where LACMTA is due a payment under the terms of this Agreement, LACMTA shall submit regular progress billings to Utility, which shall: (i) specify costs incurred for that billing period; (ii) bear the Subject Transit Project name and any related Work Order number; (iii) be supported by copies of data that support the costs incurred; and (iv) be addressed to the Utility Representative. Each billing shall be noted as either progress or final billing and shall include a certification that the charges identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid. The final billing, with a notation that all applicable work has been performed, shall be submitted to Utility as soon as practicable, but no later than 120 days following the completion of the 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 appropriate and necessary to the performance of the applicable work and have not previously been billed or paid.
- (b) LACMTA agrees to retain, or cause to be retained, for inspection and audit by Utility or other governmental auditors for the period required pursuant to Section 7.4 (Inspection and Audit), all records and accounts relating to all work performed by LACMTA for Utility under this Agreement; provided, however, that if any actions brought under the dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes) have not been finally resolved by the foregoing deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

7.3 Payment of Billings

Payment of each bill properly submitted pursuant to Sections 7.1 (Procedures for Utility Billings to LACMTA) or 7.2 (Procedures for LACMTA Billings to Utility) 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 each Rearrangement shall be contingent upon final inspection (and acceptance, where applicable) of the work by the Party billed for such work, which inspection (and acceptance, where applicable) will not be unreasonably withheld or delayed; and
- (c) LACMTA may withhold payments in the amount of any credit amounts due to LACMTA if Utility has not posted such credits within 60 days after submittal of requests for the same by LACMTA.

7.4 Inspection and Audit

For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term or such later date as is required under other terms of this Agreement or under Applicable Law, each Party (and its authorized representatives) will have such rights to review and audit the other Party and its non-privileged books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the Utility Standards at all times during normal business hours. Each Party shall bear its own costs and expenses in connection with undertaking any inspection and

audit, and in responding to an inspection and audit. Examination of a document or record on one occasion shall not preclude further review or reexamination of such document or record on subsequent occasions. By providing any of its records to the other Party for examination, the Party providing such records represents and warrants the accuracy in all material respects of all information it or its agents provides 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. The rights granted pursuant to this Section 7.4 shall not obligate either Party to inspect or audit the other Party's records. 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 Utility or LACMTA (as applicable) under this Section 7.4.

ARTICLE 8. INDEMNITY AND INSURANCE

8.1 Indemnity

Each Party shall release, defend (with legal counsel subject to reasonable concurrence from the indemnified Party), indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all third party 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, except to the extent such liabilities, expenses, claims, losses, suits, or actions are proportionately caused by the negligence or willful misconduct of the indemnified Party, its officers, agents representatives, or employees.

8.2 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 Utility 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: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 in combined single limit (CSL) in auto liability; and \$5,000,000 excess/umbrella liability; and (B) design contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 (CSL) in auto liability; \$1,000,000 in professional liability and \$5,000,000 excess/umbrella 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 8.2;
 - (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 a LACMTA Contractor or Utility Contractor (as applicable) under this Section 8.2; and
 - (iii) notify the other Party within five days if it receives a notice from a LACMTA Contractor or Utility Contractor (as applicable) of the expiration of any insurance procured under this Section 8.2.

- (c) If Utility is itself performing work for a Rearrangement, Utility may self-insure and agrees to protect LACMTA, its officers and employees at the same level with respect to types of coverage and minimum limits of liability as LACMTA would have required of third party insurance, and Utility agrees that such self-insurance shall include all duties, obligations and responsibilities of an insurance company with respect to any claim made under such self-insurance program. At least 30 days prior to the implementation of any self-insurance program, Utility shall provide to LACMTA certification that Utility meets the requirements of this Section 8.2. If Utility does not self-insure in accordance with this Section 8.2(c), Utility shall itself obtain insurance complying with the requirements of Sections 8.2(a) (Insurance) and 8.2(b) (Insurance).

ARTICLE 9. RESOLUTION OF DISPUTES

9.1 Attempt to Resolve

In the event of 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 ("Dispute"), the Parties shall make good faith efforts to resolve the Dispute through negotiation, including as set out in Section 9.3 (Resolution Processing).

9.2 Continuation of Performance

- (a) The existence and details of a Dispute notwithstanding, both Parties shall continue, without delay, their performance under this Agreement, except for any performance which LACMTA, in its sole and reasonable discretion, determines should be delayed as a result of such Dispute. LACMTA shall continue to pay sums due and payable and not in Dispute, during any such period of continued performance.
- (b) If a Party fails to continue its performance under this Agreement, then any additional costs which may be incurred by the other Party as a result of said failure to continue to so perform shall be borne by the non-performing party.

9.3 Resolution Processing

In the event of any Dispute between the Parties with respect to this Agreement:

- (a) Utility and LACMTA shall submit the Dispute to their respective project managers and contract administrators to resolve the Dispute;
- (b) if the project managers and contract administrators are unable to resolve the dispute within a reasonable time not to exceed five business days from the date of submission of the Dispute to them, then the matter shall immediately be submitted to a representative of executive management from each of Utility and LACMTA to resolve the Dispute;
- (c) in the event that the representatives of executive management nominated by Utility and LACMTA under Section 9.3(b) (*Resolution Processing*) are unable to resolve the Dispute within a reasonable time not to exceed 90 days or such other time as may be agreed to by the parties in writing from the date of submission of the Dispute to them, then: (i) the Parties may mutually agree to refer the Dispute to an alternative dispute resolution process; and (ii) each Party may assert its other rights and remedies provided under this Agreement and/or any rights and remedies as provided by Applicable Law.

9.4 Documentation of Disputes

All Disputes utilizing the dispute resolution procedure set out in this ARTICLE 9 shall be documented in writing by each Party and shall state the specifics of each alleged Dispute and all actions taken.

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, Utility agrees, if requested by LACMTA pursuant to Section 2.2 (Work Orders), and if deemed possible and feasible by Utility (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 Utility for the additional out-of-pocket, actual costs.

10.2 Approvals, Further Documents, and Actions

- (a) Any determination, acceptance, approval, consent, permission, satisfaction, agreement, waiver, authorization or any other similar action (collectively, "**Approval**") required or permitted to, be given by any Party pursuant to this Agreement or any Work Order:
 - (i) must be in writing to be effective (except as otherwise specifically allowed by this Agreement); and
 - (ii) shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval.
- (b) The Parties agree to execute such further documents, agreements, instruments, and notices, and to take such further actions, as may be necessary or appropriate to effectuate the transactions contemplated by this Agreement.

10.3 Notices

- (a) Except as otherwise provided in this Agreement, all notices or communications pursuant to this Agreement shall be in writing and: (i) delivered personally; (ii) sent by U.S. 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, to the following addresses (or to such other address as may from time to time be specified in writing by such person):

To Utility:

Level 3 Communications (Brand name "Lumen Technologies")
1550 Marlborough Ave
Riverside, CA 92507
Attn: Bryan Church, Field OSPE

And Copy To:

Digital communication of notices to: relocations@lumen.com; bryan.church@lumen.com; and cc to: clem.helmstetter@lumen.com Reference Project # P-230066

With a copy for default notices only to:

Lumen Technologies (Level 3)
931 14th Street
Denver, CO 80202
Attn: Law Department

To LACMTA:

Deputy Executive Officer, Third Party Administration
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Email: cervantese@metro.net
Attn: Eduardo Cervantes

With a copy to:

Senior Executive Officer, Real Estate
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 22nd Floor
Los Angeles, CA 90012
Email: rockwellh@metro.net
Attn: Holly Rockwell

County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Email: saferc@metro.net
Attn: Charles Safer, Assistant County Counsel

- (b) Any notice served personally shall be deemed delivered upon receipt, and any notice served by U.S. certified mail or by recognized overnight mail or courier service shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service, 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 this Section 10.3). 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, a Sunday, or a federal public holiday. Utility or LACMTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice given to the other Party in accordance with this Section 10.3.
- (c) The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each such alternate procedure shall be described, in writing and signed by the LACMTA Representative and by the Utility Representative.

10.4 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; provided,

however, said consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement is binding upon and will inure to the benefit of LACMTA and Utility and their respective successors and permitted assigns.

10.5 **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 terms 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 terms of such waivers).

10.6 **Entire Agreement and Modification**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.

10.7 **Time**

In accomplishing all work and performing all other acts required under this Agreement, time is of the essence.

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 LACMTA and Utility for default in performance under this Agreement or any Work Order are in addition to any other rights or remedies provided by law.

10.9 **Severability**

If any part of this Agreement is found to be invalid or unenforceable by a ruling or decision reached in accordance with ARTICLE 9 (Resolution of Disputes), or otherwise by a court having proper jurisdiction, such finding shall not invalidate the remaining portions hereof, but such provisions shall remain in full force and effect to the fullest extent permitted by law; provided, however, that the Parties shall immediately renegotiate, reasonably and, in good faith, the terms or provisions found to be invalid, as well as any other terms and provisions as necessary to achieve as nearly as possible the Parties' original contractual intent.

10.10 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

10.11 **Limitation on Third Party Beneficiaries**

Nothing in the terms of this Agreement is intended: (a) to create duties for, obligations to, or rights in third parties not parties to this Agreement, except to the extent that, specific provisions (such as the indemnity provisions) identify third parties and provided that they are entitled to benefits hereunder; or (b) to affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of highways, Transit Projects and other public facilities that is different from the standard of care imposed by Applicable Law.

10.12 **Survival**

The representations, warranties, indemnities, waivers and dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes), all payment obligations hereunder incurred prior to termination of this Agreement, and all other provisions that by their inherent nature should survive termination of this Agreement, shall survive the termination of this Agreement for the period of the applicable statute of limitations.

10.13 Confidential Information

It may be necessary or advisable for LACMTA to share confidential information with Utility to carry out the objectives of this Agreement for a particular Transit Project. In connection with such sharing of confidential information, the Parties shall enter into a Non-Disclosure Agreement in the form attached as Part B of Exhibit 3 (Forms) to preserve the confidentiality of such information. A separate Non-Disclosure Agreement shall be entered into for each Transit Project as applicable.

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.

"Abandonment" means the permanent termination of service of an existing Utility Facility (or a portion of it) and, if the Utility Facility (or portion of it) is not being removed from its existing location, the work necessary to permit such abandoned Utility Facility to remain in place in accordance with Applicable Law. "Abandoned" shall be construed accordingly.

"Adjacent Work" means any removal, demolition, repair, restoration, relocation or reconstruction of existing Utility Facilities and/or construction of new Utility Facilities and/or other physical works by Utility or a Utility Contractor that is performed or to be performed within, or within 100 feet of, a Transit Project Right-of-Way or Construction of a Rearrangement; or the performance of which is otherwise reasonably likely to conflict with the design, construction, operation or maintenance of a Transit Project.

"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 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.

"Applicable Contractor" means a LACMTA Contractor or a Utility Contractor, as the context requires.

"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 Subject Transit Project, 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" is defined in Section 10.2(a) (Approvals, Further Documents, and Actions).

"Archaeological Remains" means any antiquities, fossils, coins, articles of value, precious minerals, cultural artifacts, human burial sites, paleontological and human remains, articles of scientific interest and other

similar remains of archaeological, paleontological or scientific interest discovered in any part of the Transit Project Right-of-Way.

"Basis of Design" means the basis of design defined by LACMTA in the Work Order for Design, Design Support and/or other Design-related activities for a Rearrangement which shall, depending on the contracting mechanism adopted by LACMTA for the Subject Transit Project, be:

- (a) the 60% Design Documentation for the Rearrangement approved (or deemed approved) by Utility under the terms of this Agreement;
- (b) the scope, specifications and requirements that form the basis of the applicable request for proposal issued by LACMTA for the part of the Subject Transit Project scope of work that includes or necessitates the Rearrangement; or
- (c) such other level of Design Development agreed in the applicable Work Order.

"Betterment" means work performed in connection with any Rearrangement or as part of a Rearrangement:

- (a) comprising an upgrade, change or addition to a Utility Facility (or a part of a Utility Facility) requested by Utility that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that Utility Facility over that which was provided by the Utility Facility prior to the Rearrangement; or
- (b) for which the Utility Standards applicable to that Rearrangement are changed or added to after the establishment of the Basis of Design for that Rearrangement,

provided that 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 Subject Transit Project;
- (ii) an upgrade resulting from Design or Construction in accordance with the applicable Utility Standards as set out in Section 3.5 (Utility Standards) and any changes or additions to those Utility Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by Utility in breach of Section 3.5(a) (Utility Standards);
- (iii) measures to mitigate environmental impacts identified in the Subject Transit Project's final environmental impact report or statement and any supplemental environmental reports for the Subject Transit Project;
- (iv) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size; or
- (v) an upgrade that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the applicable Basis of Design for the Subject Transit Project.

"Compliance Comment" means a comment on, objection to, or the withholding of approval to a submittal on the basis of one or more of the following:

- (a) the Design or Construction work that is the subject of the submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance with the submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or
- (b) not all content required with respect to the submittal has been provided.

"Conflicting Facility" means an existing Utility Facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain a Transit Project including as a result of:

- (a) a physical conflict between the Transit Project (including its construction, operation, maintenance or use) and the Utility Facility; and/or
- (b) even where there is no physical conflict, an incompatibility between the Transit Project Facilities as designed and the Utility Facility based on the requirements of Utility Standards, LACMTA's applicable standards, and/or Applicable Law.

"Construction" means all construction activities related to a Rearrangement including the removal, demolition, replacement, restoration, alteration or realignment of Conflicting Facilities and the procurement, installation, inspection and testing of Replacement Facilities including temporary and permanent materials and equipment. "Construct" shall be construed accordingly.

"Cost" means all eligible direct and indirect costs actually incurred for activities or work performed or materials acquired by Utility or a Utility Contractor in accordance with the terms of this Agreement, less (in respect of Utility) credits to LACMTA as provided in Section 6.3 (Reimbursements and Credits to LACMTA) where:

- (a) eligible direct costs include allowable direct labor costs, equipment and materials costs, and storage and transportation costs of materials salvaged for Utility's use in performing the applicable work;
- (b) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for Utility 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 Utility under this Agreement.

"County" means the County of Los Angeles, California.

"CPUC" means the California Public Utilities Commission.

"Days" or **"days"** means, unless otherwise stated, 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 Support" means Design support to assist LACMTA and the LACMTA Contractors to identify Conflicting Facilities and progress Design Development and preparation of a Final Design for Rearrangements including by:

- (a) identifying potential conflicts and impacts including Utility Facilities in which service must be maintained without interruption, Utility Facilities in which service may be permanently Abandoned, Utility Facilities which may be temporarily Abandoned and the maximum allowable duration of such temporary Abandonment;
- (b) estimating duration of street closures or restrictions necessary to construct Rearrangements of Utility Facilities; and
- (c) conducting exhaustive research to locate all: (i) as-built plans including site specific schematics, maps, legal description of land, prior physical work logs, soils and hazardous substance data if any, and other available or related data; (ii) prior agreements including franchise, license, and other agreements with railroads, LACMTA, local agencies or other third parties; and (iii) any other Utility-specific or proprietary design details relevant to the identification of Conflicting Facilities and Design Development and preparation of a Final Design for Rearrangements.

"Dispute" is defined in Section 9.1 (Attempt to Resolve).

"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 Utility.

"Emergency" means an unexpected situation that poses an immediate danger to health, life, property, or environment and that requires immediate action. An example of an Emergency situation includes, but is not limited to, damage to a fiber optic cable which supports governmental services. "Emergencies" shall be construed synonymously.

"Environmental Law" means all Applicable Laws, regulations, codes, and common law applicable to LACMTA or to the work under this Agreement, now or hereafter in effect relating to pollution control, remediation, hazardous or contaminated substances, resource conservation and management, protection of public health, public welfare, and the environment.

"Facility" means real or personal property identified within the route of a Transit Project, such as structures and improvements located on public rights-of-way under the jurisdiction of the County, City, public or private Utility, or LACMTA including streets, highways, bridges, or alleys. Examples of facilities include: storm drains, sanitary sewers, landscaping, trees, traffic signals, street lights, parking meters, police and fire alarm systems, manholes, poles, anchors, ducts, cables, structures, utility boxes, communications facilities, cables, and fibers.

"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 plan status and with the Design being signed and sealed by the 'Engineer of Record'.

"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 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 of Exhibit 3 (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 Subject Transit Project or any other work to be performed under the terms 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 LACMTA.

"LACMTA" is defined in the Preamble.

"LACMTA Contract" means any contract, subcontract or other form of agreement between LACMTA and a LACMTA Contractor or between a 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 a Transit Project, any Rearrangement or otherwise contemplated under the terms of this Agreement and any other person with whom any LACMTA Contractor has further subcontracted part of such works.

"LACMTA Representative" is defined in Section 2.1(a) (Governance).

"Non-conforming Work" means Design work or Construction work not in accordance with the requirements of this Agreement.

"Normal" Submittal is defined in Section Error! Reference source not found. of Exhibit 1 (Submittal Review Procedure).

"Notice" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"Package" means each package of Design Documentation submitted in accordance with this Agreement.

"Planning Phase" means, with respect to a Transit Project, the phase in which LACMTA carries out activities related to the planning and environmental clearance of the relevant Transit Project including, but not limited to:

- (a) conducting alternative analysis and feasibility studies;
- (b) preparing the draft and final environmental impact reports/statements required by Applicable Law;
- (c) preparation of Advanced Conceptual Engineering;
- (d) seeking LACMTA board approval of the locally preferred alternative;
- (e) seeking certification of the final EIR by the LACMTA board;
- (f) activities related to FTA issuance of the record of decision; and
- (g) preparation of the mitigation monitoring and reporting plan.

"Potential Notice of Betterment Form" means the form set out in Part C of Exhibit 3 (Forms).

"Project Labor Report" is defined in Section 7.1(a)(ii) (Procedures for Utility Billings to LACMTA).

"Protection-in-Place" means any activity undertaken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, avoidance of a Utility Facility's location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. "Protected-in-Place" will be construed accordingly.

"Rearrangement" means the work of relocation, removal, rearrangement, Abandonment or Protection-in-Place of a Conflicting Facility or a part of it, whether permanent or temporary, which LACMTA determines in its sole, reasonable discretion is necessary in order for a Transit Project to comply with Applicable Law or otherwise which LACMTA and Utility mutually agree is necessary in order to accommodate construction, operation, maintenance or use of a Transit Project. "Rearranged" will be construed accordingly.

"Reduced" Submittal is defined in Section Error! Reference source not found. of Exhibit 1 (Submittal Review Procedure).

"Remedial Action" is defined in Section 4.8(d) (Responsibility for Remedial or Protective Action).

"Replacement Facility" means a Utility Facility that may be constructed or provided under the terms of this Agreement as a consequence of a Rearrangement.

"Service Life" means total useful life of a Utility Facility in years after it is first constructed and functional for the intended service or conveyance, except for any segment of the Utility's service, distribution, or transmission lines, regardless of the length of time involved.

"Service Life Credits" means the remaining unused portion of a Utility's Service Life, converted to cost or dollars, for the purpose of calculating the proportional share of cost between LACMTA and Utility where applicable.

"SSPWC" means Standard Specifications for Public Works Construction.

"Subject Transit Project" when referenced generally, means a Transit Project involving or likely to involve a Rearrangement; or when referenced in connection with a particular Rearrangement, means the Transit Project which necessitates such Rearrangement; provided, however, that if LACMTA enters into more than

one LACMTA Contract for construction of a particular Transit Project, then where the context so requires, the term "Subject Transit Project" shall refer to that portion of such Transit Project which is being Constructed by a particular LACMTA Contractor and which necessitates such Rearrangement.

"Submittal Review Timetable" means the timetable for review of submittals set out in Section Error! Reference source not found. of Exhibit 1 (Submittal Review Procedure).

"Temporary Facility" means a facility constructed for the purpose of ensuring continued service while a Utility Facility is taken out of full or partial service as part of any Rearrangement work, but which will be removed, relocated or restored to its original condition after such work is complete.

"Transit Projects" means the design, construction, operation and/or maintenance of light rail, heavy rail (including subway) Busway, tram, or other related systems proposed by LACMTA as public works or public transportation type projects to predominately move passengers in a large metropolitan city-county environment and includes:

- (a) the design and construction work undertaken by or at the direction of the LACMTA in order to create either a new system or to modify, alter, extend or maintain an existing Transit Project, whether or not such work is described in the Recitals;
- (b) the LACMTA proposed projects and systems described in the Recitals; and
- (c) Freeway High Occupancy Toll (HOT) lanes related projects (including Express Lanes/Fastrak, etc.) undertaken by or at the direction of LACMTA,

and "Transit Project" shall mean any one of such projects.

"Transit Project Facility" means a Facility that is a component of or an appurtenance to a Transit Project including a station, the rail trackage infrastructure, a related maintenance facility, signaling and train control system.

"Transit Project Right-of-Way" means:

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

"Utility" is defined in the Preamble.

"Utility Contract" means any contract, subcontract or other form of agreement between Utility and a Utility Contractor or between a Utility Contractor and its lower tier subcontractor.

"Utility Contractor" means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by Utility to carry out Design, Construction or other work with respect to any Rearrangement or otherwise contemplated under the terms of this Agreement and any other person with whom any Utility Contractor has further subcontracted part of such works.

"Utility Facility" means any line, facility or system:

- (a) under the ownership or operating jurisdiction of Utility;

- (b) impacted by the construction, operation and/or maintenance of a Transit Project; and
- (c) used for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste or other similar public utilities, including wires, cables, poles, cross-arms, anchors, guys, fixtures, vaults, conduits, duct banks, vents, fittings, pipelines and manholes together with any and all necessary appurtenances but excluding any buildings of Utility or other facilities or property of Utility, whether or not devoted to public use, not used for transmitting or distributing a public utility or not impacted by the construction, operation and/or maintenance of a Transit Project.

"Utility Representative" is defined in Section 2.1(a) (Governance).

"Utility Standards" means Utility's written design and safety standards applicable to the Design of a Rearrangement, as notified to and agreed to by LACMTA in accordance with the terms of this Agreement.

"Work Order" means a work request submitted by LACMTA to Utility authorizing the performance of any work associated with a Transit Project and the associated purchase of required materials.

11.2 Construction and 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) (Construction and Interpretation), 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) 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) and the masculine, feminine and neuter genders shall each be deemed to include the other or others whenever the context so indicates;
 - (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.

[AGREEMENT SIGNATURES APPEAR BELOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

UTILITY: LEVEL 3 COMMUNICATIONS, LLC

Field Operations Manager:

APPROVED AS TO FORM:

By (Signature): Pablo Mercado
Pablo Mercado (Aug 5, 2024 10:12 PDT)
Print Name: Pablo Mercado
Print Title: SR MGR Field Ops
Date Signed: digital date above

By: Michael Casey
Michael Casey (Aug 5, 2024 10:42 PDT)
Print Name: Michael Casey
Print Title: MGR Construction Reimbursement
Date: digital date above

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION:

Chief Program Management Officer:

APPROVED AS TO FORM:

By (Signature): _____
Print Name: _____
Print Title: _____
Date Signed: _____

By: _____
Print Name: _____
Print Title: _____
Date: _____

EXHIBIT 1

Submittal Review Procedure

1. DESIGN BY UTILITY

1.1 If LACMTA and Utility mutually agree that Utility or its contractor shall Design a particular Rearrangement, Utility shall Design each Rearrangement, as well as provide Design Support. Prior to commencing Design, Utility shall submit a Form 60 to estimate the Design and Design Support total effort. Utility shall proceed with Design of such Rearrangement in accordance with the following:

1.2 Utility shall diligently perform its Design work in conformance with the Design schedule for the Rearrangement that is mutually agreed upon by LACMTA and Utility, subject to Section 2.3.6. Utility shall coordinate with LACMTA as is necessary to develop plans satisfactory to both MTA and Utility for each Rearrangement, with appropriate traffic control plans, subject to the requirements of this Agreement. The schedule for Utility's completion of Design, coordination requirements, review procedures, and related provisions shall be included as attachments to the Work Order, which shall also include the not-to-exceed cost of completing the Design of the specific Rearrangements based upon the Form 60. Betterments shall be addressed in accordance with Article 5.

1.3 Utility shall prepare a complete set of Design plans, traffic control plans, and specifications for each Rearrangement, together with (a) Utility's itemized estimate of the total Cost of work, and (b) an estimate of the time needed to perform the required Rearrangement Construction. During Utility's Design process for each Rearrangement, LACMTA shall have the right to review and comment on the plans and specifications as well as on the Cost and time estimates. In order to facilitate such review, Utility shall submit to LACMTA its Design product for each Rearrangement at the completion of the Preliminary Engineering and Design Development phases; provided, however, that LACMTA shall provide any comments on such Design products to Utility within 30 days after receipt, and if LACMTA comments are not received by Utility within the thirty (30) day period, Utility's Design plans and specifications shall be deemed approved. All final Designs, including time and cost estimates, shall be subject to MTA's written approval. Unless otherwise expressly provided for herein, Utility may not change the plans and specifications prior to or during the progress of Construction, except with prior written concurrence of LACMTA, LACMTA's review and approval of any Design furnished by Utility shall be solely for purposes of assessing compatibility of the Rearranged Utility Facilities with the Subject Transit Project, coordination with LACMTA's work on the Subject Transit Project, and Cost issues. LACMTA has and undertakes no duty to review such Designs for their quality, suitability for the intended purpose or for the adequacy of Rearranged Utility Facilities (as designed) for the purposes for which they are intended to be used.

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

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

1.6 The following scheduling provisions shall apply:

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

(b) As soon as reasonably practicable, Utility shall submit to LACMTA any modified Design necessitated by LACMTA's review and comments pursuant to Section 1.3, but not later than thirty (30) days, or such later date as the Parties may mutually agree, after Utility's receipt of LACMTA's comments.

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

2. DESIGN PERFORMED BY LACMTA

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

2.2 Coordination of Design and the development of the Design plans and specifications shall be accomplished through the LACMTA Representative who shall confer from time to time with the Utility Representative, except to the extent that responsibility for same has been delegated to LACMTA's Contractors in accordance with Article 3.1.

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

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

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

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

(b) The provisions of this Section 2.3 also will apply to any re-submittal of a Design. by LACMTA, whether in response to a Utility notice or return of an incomplete submittal, or in response to substantive Utility comments.

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

EXHIBIT 2

Inspection and Acceptance Procedure

1. INSPECTION DURING CONSTRUCTION

- 1.1 Each Party shall give the other Party at least five days' notice prior to commencing a Rearrangement for which it is responsible to enable such other Party to make arrangements for inspection of such work.
- 1.2 Any Construction of Rearrangements performed by LACMTA (directly or through the LACMTA Contractors) under this Agreement shall be subject to inspection and final acceptance by Utility provided that any such inspection carried out by Utility shall be solely for the purposes of assessing whether the Construction work conforms with, subject to Section 3.5 (Utility Standards) of this Agreement, the Utility Standards. Such inspection services shall be authorized by LACMTA under a Work Order issued in accordance with Section 2.2 (Work Orders) of this Agreement and shall be considered a Cost hereunder. If Utility inspection services are authorized under a Work Order, Utility shall:
- (a) provide inspectors at LACMTA's cost as needed to comply with the schedule for such inspections set out in the Work Order;
 - (b) cooperate and coordinate with the LACMTA Representative and the LACMTA Contractors to observe and inspect any Rearrangements so that upon completion of Construction, Utility will have a basis for acceptance of the work;
 - (c) ensure that all Utility inspectors submit copies of daily written inspection reports to LACMTA, each within 48 hours after such inspection; and
 - (d) remove and replace any inspector three days after LACMTA's reasonable written request.
- 1.3 Any Construction work performed by Utility or a Utility Contractor pursuant to a Work Order agreed under the terms of this Agreement shall be subject to LACMTA inspection and final acceptance.
- 1.4 If, in carrying out an inspection, a Party identifies Non-conforming Work, the Party must provide the other Party with immediate Notice with detailed reasons (and in any event, no later than 48 hours from discovery). The Party that performed the relevant work must rectify any Non-conforming Work.
- 1.5 Utility shall not have any inspection rights with respect to any structures or physical elements that are owned and maintained by LACMTA, a LACMTA Contractor, or a tenant or licensee of LACMTA.
- 1.6 Utility acknowledges and agrees that LACMTA may delegate its inspection and acceptance rights under this Exhibit 2 to an independent engineer appointed under the terms of any LACMTA Contract.

2. ACCEPTANCE PROCEDURE

- 2.1 Promptly following completion of any Rearrangement, the Party that performed the Construction shall notify the other Party that the Rearrangement is ready for final inspection.
- 2.2 The final inspection shall be carried out within 10 days of receipt of a notice under Section 2.1 (Acceptance Procedure) and within five days of the completion of the final inspection, the inspecting Party shall notify the other Party of any Non-conforming Work. If no Notice is received, the relevant work will be deemed accepted by the inspecting Party.
- 2.3 Utility shall accept all Rearrangements that are in conformance with the Utility Standards.

EXHIBIT 3

Forms

Part A: Form 60 (Modified for URA)

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
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 , has not , 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 , has not , 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		
Track Allocation Request for Metro active rail 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:		

Below, list all of Utility's Authorized Personnel (as defined in the Non-Disclosure Agreement (NDA) set out in Part B of Exhibit 3 to the Utility Cooperative Agreement (URA)) and Affiliates with executive-level involvement and decision making, provide name, Utility, job title, and relation to Utility.

Authorized Personnel			
Name	Utility (or Affiliates)	Title	Relation to Utility

Part B: Form of LACMTA-Utility Non-Disclosure Agreement

Non-Disclosure and Confidentiality Agreement – [Insert name of applicable Transit Project]

This Non-Disclosure and Confidentiality Agreement ("Agreement") is made effective as _____, 20__ (the "Effective Date") by and between Level 3 Communications, LLC, and the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), (each a "Party" and collectively the "Parties").

RECITALS

- (A) The Parties have entered into a Utility Reimbursement Agreement between Utility and LACMTA dated _____, 20__ (the "URA") to agree the rights and obligations of the Parties in connection with the rearrangement of portions of Utility's facilities as may be required as part of the design, construction, operation and maintenance of LACMTA's proposed transit projects.
- (B) LACMTA may share certain Information relating to [insert name of relevant Transit Project] with Utility for the limited purpose of carrying out its obligations as described in the URA (the "Purpose"). As contemplated by the URA, the Parties wish to enter into this Agreement to record their rights and obligations with respect to the Information as are necessary to preserve the confidentiality of such Information.

NOW THEREFORE, the Parties hereby agree to the following:

AGREEMENT

1. DEFINITION OF INFORMATION AND SSI

Materials and information including indicative and draft drawings or design specifications ("Information") may be released by LACMTA to Utility in connection with the Purpose. All or part of the Information may be designated as Security Sensitive Information ("SSI") and confidential information or may be exempt from disclosure to the public or other unauthorized persons as provided under 49 CFR 1520.5(a) and/or California Government Code sec. 6254.

2. NON-DISCLOSURE/USE OF INFORMATION

2.1 The terms of this Section 2 are subject to Section 5 below.

2.2 Utility agrees to preserve the confidentiality of the Information, and shall not use it or permit it to be accessed or used, except for the Purpose as stated in this Agreement. Utility will take all reasonable and necessary steps to protect the Information and prevent disclosure of the Information to any unauthorized person. Any disclosure of the Information that is deemed necessary in connection with the Purpose shall be in accordance with the terms and conditions of this Agreement.

2.3 Utility shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication to any unauthorized person.

2.4 Utility shall manage, store, and use Information which is disclosed in a digital or electronic format in a secure platform (including password protection, encryption, and/or utilizing cyber-secured storage that prevents use and access by any persons not authorized to use/access such Information pursuant to the terms of this Agreement). Utility agrees that it will not copy, install or load any Information onto any platform that is connected to an internal or external system network, or to the internet, unless Utility has demonstrated to the satisfaction of LACMTA that the Information is protected with appropriate security protocols that ensure the security of the Information.

- 2.5 Utility shall not disclose or cause to be disclosed any Information to anyone, except to Utility's designated employees, agents, representatives, contractors, subcontractors, advisors or consultants who ("**Authorized Personnel**") (a) require direct access to the Information to assist Utility, or act on its behalf, in relation to the Purpose as stated in this Agreement; (b) are informed by Utility of the confidential nature of the Information and of the terms of this Agreement; and (c) have executed an acknowledgement of the terms of this Agreement in the form attached as Attachment A ("**Acknowledgement of Authorized Personnel**"). Upon request by LACMTA, Utility shall provide copies of each executed Acknowledgement of Authorized Personnel to LACMTA.
- 2.6 Utility shall be responsible for any act and/or omission of any Authorized Personnel in breach of this Agreement. If Utility becomes aware of any breach of the terms of this Agreement including, without limitation, that Information has been used or disclosed to a person other than the Authorized Personnel in violation of this Agreement, Utility shall: (a) give LACMTA notice of the use or disclosure within one business day of Utility's knowledge of the breach; (b) take all reasonable steps to recover the Information; and (c) obtain agreement by the person that received the Information that it will not disclose the Information to other person and will protect the Information from further disclosure.
- 2.7 If, upon receipt of the Information, Utility or any of its Authorized Personnel recognize that it/they (respectively) are competitors of LACMTA's consultant, contractor, or other third party provider that has developed the Information, Utility shall immediately give written notice to LACMTA of this fact and shall not open, or otherwise take any action that may permit the Information to be used by Utility or its Authorized Personnel before LACMTA has an opportunity to resolve any potential conflicts regarding use of the Information by Utility and/or Authorized Personnel (as applicable).
- 2.8 Utility shall be permitted to make copies of the Information solely as necessary to carry out the Purpose, which shall be protected in the same manner as the original Information and shall be subject to Section 3.2 and the other terms of this Agreement.
3. **OWNERSHIP AND RETURN/DESTRUCTION OF INFORMATION**
- 3.1 All Information disclosed by LACMTA under this Agreement is and shall remain the property of LACMTA and may be recalled by LACMTA at any time.
- 3.2 Subject to Section 5 below, upon receipt of a written request from LACMTA, or upon termination of this Agreement, Utility must: (a) promptly collect all copies of the Information in the possession or control of Utility and its Authorized Personnel, and deliver to LACMTA all of the Information, including all copies, reproductions, and facsimiles, within 10 days from receipt of a request to that effect; or (b) if specified in LACMTA's request, destroy the Information (or part of it) and provide LACMTA written certification of such destruction within 10 days from receipt of the request to that effect. The return or destruction of any Information shall not release Utility from its obligations under this Agreement.
- 3.3 Utility shall not be required to return Information that is subject to a pending Legal Compulsion pursuant to applicable law as contemplated in Section 5.
4. **MARKING OF INFORMATION**
- Information shall be marked "Confidential" and/or "SSI". Notwithstanding the foregoing, failure to mark any Information as Confidential or SSI shall not exclude any Information from the protection of the terms and conditions in this Agreement.
5. **LEGAL COMPULSION; DUTY TO SEEK PROTECTION**
- If Utility (including its Authorized Personnel) is served with a subpoena, administrative or court order, or other legal process ("**Legal Compulsion**") that requires Utility to produce or provide Information (or any part of it)

supplied by LACMTA to Utility, Utility shall, unless prohibited by the terms of the Legal Compulsion, immediately provide LACMTA with a copy of the Legal Compulsion, so that LACMTA may seek a protective order or other appropriate remedy to excuse Utility from compliance therewith before the time specified for Utility's compliance. In the event that: (a) Utility must immediately comply with a court order or other Legal Compulsion; (b) a protective order or other remedy is not obtained by LACMTA; or (c) LACMTA notifies Utility in writing that it does not intend to seek a protective order or other remedy or expressly waives compliance with the terms of this Section 5 in writing, Utility will furnish only that portion of the Information which is legally required and will exercise its best efforts to obtain assurance that Information will be treated as confidential. Upon receipt of notice of a Legal Compulsion, LACMTA shall have the right to demand the return of any copies of the Information provided to Utility.

6. NO LICENSE, RIGHTS TO INTELLECTUAL PROPERTY

Nothing in this Agreement shall be construed as a permit or license, or a grant of any right by LACMTA to Utility to use the Information disclosed by LACMTA to Utility or its Authorized Personnel for any purpose other than the Purpose as specifically stated in this Agreement and in accordance with the terms and conditions of this Agreement. This Agreement will not be construed in any manner to be an obligation to enter into any subsequent arrangements. This Section 6 shall survive the termination or expiration of this Agreement.

7. NO WARRANTY

Information is provided "as-is" and LACMTA makes no representation or warranty of any kind, express or implied, with respect to the suitability, accuracy or non-infringement of third party rights.

8. NOTICE OF IMMUNITY UNDER THE DEFEND TRADE SECRETS ACT

Utility warrants that it will provide each of its Authorized Personnel written notice that the Defend Trade Secrets Act, 18 U.S.C. § 1833(b) provides an immunity for the disclosure of a trade secret to report a suspected violation of law and/or in an anti-retaliation lawsuit, prior to granting them access to Information, as follows:

- (a) Immunity. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made: (i) (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of report or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- (b) Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

9. RESTRICTIONS ON RELEASE OF INFORMATION

With regard to Information disclosed by LACMTA, such Information may constitute public records that are exempt from release under the California Public Records Act (California Government Code sec. 6250 et seq.) and shall not be deemed releasable to any third party under the terms of this Agreement. Therefore, Utility shall not release any LACMTA Information to any third party not covered by the terms of this Agreement.

10. REMEDIES

Utility acknowledges that damages for improper disclosure of Information may be irreparable; therefore, LACMTA may enforce its rights under this Agreement by any and all available remedies, including, without

limitation, equitable relief including a temporary restraining order, or preliminary or permanent injunction for any violation or threatened violation of this Agreement by Utility, any Authorized Personnel or any other person that has received or obtained access to the Information.

11. INDEMNITY

Utility shall defend, indemnify and hold harmless LACMTA and its respective affiliates, officers, directors, members, shareholders, employees, agents, representatives, assigns, and successors from and against all liabilities, expenses (including reasonable attorneys' fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature arising from or in any way connected with (a) the use, misuse, receipt or disclosure of the Information; or (b) a breach by Utility or any of its Authorized Personnel, employees, agents, representatives, contractors, or subcontractors of any obligations arising pursuant to this Agreement.

12. TERM AND TERMINATION; CONTINUING OBLIGATIONS

12.1 The term of this Agreement shall commence on the Effective Date and shall terminate on the date falling [three] years after the Effective Date, unless earlier terminated or extended by mutual written agreement of the Parties (the "Term"). Each Party's rights and obligations under this Agreement, including without limitation with respect to trade secrets and confidentiality obligations, will survive the expiration or termination of this Agreement, and such rights and obligations shall endure perpetually.

12.2 Upon expiration or termination of this Agreement, Utility shall return and/or destroy Information in accordance with Section 3.2.

13. GENERAL

13.1 Notices. All notices concerning this Agreement shall be delivered in the manner prescribed in the URA.

13.2 Amendments. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by the Parties or their respective successors in interest.

13.3 Severability. If: (a) any provision of this Agreement is held by a court of competent jurisdiction as to be invalid, void or unenforceable; and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Agreement, then the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

13.4 No Agency. Nothing in this Agreement shall be construed to render either Party an agent, employee, representative, joint venturer or partner of the other Party.

13.5 No Assignment. 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.

13.6 Governing Law and Application. This Agreement will be governed and construed and enforced in accordance with the laws of the State of California. Any dispute arising in connection with this Agreement shall be submitted only to a state court of competent jurisdiction in the Central District of the Superior Court in the County of Los Angeles, to whose jurisdiction the Parties consent.

13.7 Costs and Expenses. Unless expressly stated otherwise, each Party shall bear its own costs and expenses (including, without limitation, any attorneys' fees and costs) incurred in complying with this Agreement.

13.8 Representation on Authority of Parties/Signatories. Each Party represents and warrants that the person signing this Agreement on its behalf is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations under this Agreement have been duly authorized and that

the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

- 13.9 No Waiver. No failure or delay of a Party to exercise any of its rights under this Agreement or the waiver by a Party of any condition for its benefit shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach of this Agreement shall not be deemed to be waiver of any other or any subsequent breach.
- 13.10 Counterparts and Signatures. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver to the other Party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each Party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other Party to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

UTILITY: LEVEL 3 COMMUNICATIONS, LLC

Chief Executive/Operations Officer:

APPROVED AS TO FORM:

By (Signature): Gary L. Nelson
Gary L. Nelson (Aug 5, 2024 17:29 MDT)

By: Michael Casey
Michael Casey (Aug 5, 2024 10:42 PDT)

Print Name: Gary Nelson

Print Name: Michael Casey

Print Title: DIR West Coast Ops (Ops Officer)

Print Title: MGR Construction Reimbursement

Date Signed: digital date above

Date: digital date above

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION:

Chief Program Management Officer:

APPROVED AS TO FORM:

By (Signature): _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date: _____

Attachment A

Acknowledgement of Authorized Personnel

I, _____ (enter full name) ("**Authorized Personnel**"), am engaged as a _____ (enter role e.g. employee, consultant, advisor) of [●] (the "**Utility**").

I have been provided with and have read the Non-Disclosure and Confidentiality Agreement between Utility and the Los Angeles County Metropolitan Transportation Authority dated _____, _____ (the "**NDA**").

I understand that as an Authorized Personnel, I am being provided with access to the Information for the Purpose described in the NDA, as such terms are defined in the NDA and acknowledge that I am required to comply with the terms and conditions contained in the NDA.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Part C: LACMTA "NOTICE OF POTENTIAL BETTERMENT" FORM

Word file of the latest version of this form is available upon request from LACMTA's assigned Third Party Administration (TPA) Representative.

Alternatively, a written memorandum on Utility's letterhead may be submitted to the TPA Representative with the following required information:

1. **Scope:** Describe in detail with reference to applicable sections of this Utility Reimbursement Agreement, Utility Standards, and Applicable Law including any relevant codes.

Note the following common reasons for denial:
 - (a) Scope is not per agreed Utility Standard or a legal requirement.
 - (b) Scope added after establishment of Basis of Design.
 - (c) Scope is not endorsed by LACMTA as a Transit Project requirement.
 - (d) Scope is not identified in the EIR or amendments
2. **Detailed Justification:** Why does Utility believe the scope is not a Betterment? Cite specific prior cases, exceptions under Applicable Law including any relevant codes, project-specific reasons, etc.
3. **Cost Estimate:** Use Form 60 to provide a detailed cost breakdown as proposed for the Betterment in question.
4. **Where Utility Agrees Scope is a Betterment and Provides Separate Funding:** the source of funds must be specified, Utility approved financial documents supporting validity and timing of funds must be provided, and a determination regarding whether Utility will commit to provide adequate front funding for cash-flow must be made.
5. **Signatures:** The form shall provide a signature block with two signatures from Utility Representatives, agreeing to the information provided.
6. **LACMTA Signatures:** The form signature block area shall provide for LACMTA to countersign with two LACMTA Representative signatures with checkboxes indicating whether the Betterment proposal is denied or approved.

EXHIBIT 4

Federal and Other Requirements

This Agreement, as to certain Transit Projects as notified by LACMTA under Section 2.6 (Governmental and Lender Requirements) of this Agreement, may be subject to a financial assistance agreement with the U.S. Department of Transportation, Federal Transit Administration, and as such is subject to the following terms and conditions and such other terms and conditions notified by LACMTA under Section 2.6 (Governmental and Lender Requirements) of this Agreement as to such Transit Projects only:

1. AUDIT AND INSPECTION

1.1 Utility shall comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by LACMTA from third parties (provided that LACMTA gives reasonable notice of such requirements to Utility). Utility shall permit the authorized representatives of LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, any other government agency, and/or financial institution providing funding or oversight on a Subject Transit Project to inspect, audit and copy, during normal business hours and upon reasonable notice, all non-privileged or non-confidential cost and other relevant records relating to performance by Utility, its contractors and subcontractors under any Work Order issued to Utility for a Subject Transit Project or Rearrangements, from the date of this Agreement through and until not less than three years after the date of termination or expiration of this Agreement, except:

- (a) in the event of litigation or settlement of claims arising from performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto; and
- (b) such later date as is required by the rules and regulations of any such government agency or financial institution (provided LACMTA gives reasonable notice of such later date to Utility).

Each Party shall bear its own costs and expenses in connection with undertaking any audit, and in responding thereto.

1.2 Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this Exhibit 4, Utility represents and warrants that such records are accurate. Utility further agrees to permit the Federal Transit Administration and its contractors access to sites of performance under this Agreement as may be reasonably required. In the case of such contractors, consultants, subcontractors and suppliers, any records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

2. INTEREST OF MEMBERS OF CONGRESS

No members of or delegates to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

3. PROHIBITED INTERESTS

No member, officer or employee of LACMTA, or of a local public body, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To LACMTA's and Utility's knowledge, no board member, officer or employee of LACMTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of Utility; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other Party, even if such interest would not be considered

a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

4. **Equal Employment Opportunity**

In connection with the performance of this Agreement, the Parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, sexual orientation, national origin or disability. The Parties shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex, sexual orientation, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

5. **DISADVANTAGED BUSINESS ENTERPRISE**

In connection with the performance of this Agreement, Utility will cooperate with LACMTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises.

6. **PRIOR APPROVAL**

This Agreement may be subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

7. **NON-DISCRIMINATION**












Without limiting any other provision of this Exhibit 4, Utility agrees to comply, and to cause all of its Utility Contractors who work on Transit Projects subject to this Agreement to comply, with all Applicable Law relating to non-discrimination whether imposed by federal, state or local authority.


8. **BUY AMERICA**


If Utility performs any Construction work under a Work Order, Utility must comply with 49 U.S.C. 5323(j) and 49 CFR Part 661 et seq., which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. If Utility performs any Construction work under a Work Order, Utility shall incorporate the Buy America conditions set out in this Section 8 in every contract or purchase order entered into with a Utility Contractor in respect of such Construction work and shall enforce such conditions.

Created:	2024-08-05
By:	Clem Helmstetter (clem.helmstetter@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqNLSfcdkcuNklwZh-z_5edChvBrQb-Na

"RELO P-230066" History

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-  Document emailed to Michael Casey (michael.e.casey@lumen.com) for signature
2024-08-05 - 5:04:28 PM GMT
-  Document emailed to pablo.mercado@lumen.com for signature
2024-08-05 - 5:04:28 PM GMT
-  Document emailed to gary.nelson4@lumen.com for signature
2024-08-05 - 5:04:29 PM GMT
-  Email viewed by Michael Casey (michael.e.casey@lumen.com)
2024-08-05 - 5:42:24 PM GMT- IP address: 70.176.64.250
-  Document e-signed by Michael Casey (michael.e.casey@lumen.com)
Signature Date: 2024-08-05 - 5:42:48 PM GMT - Time Source: server- IP address: 70.176.64.250
-  Email viewed by pablo.mercado@lumen.com
2024-08-05 - 5:57:00 PM GMT- IP address: 104.47.55.126
-  Signer pablo.mercado@lumen.com entered name at signing as Pablo Mercado
2024-08-05 - 5:57:31 PM GMT- IP address: 155.70.104.119
-  Document e-signed by Pablo Mercado (pablo.mercado@lumen.com)
Signature Date: 2024-08-05 - 5:57:33 PM GMT - Time Source: server- IP address: 155.70.104.119
-  Email viewed by gary.nelson4@lumen.com
2024-08-05 - 11:26:59 PM GMT- IP address: 104.47.55.126
-  Signer gary.nelson4@lumen.com entered name at signing as Gary L. Nelson
2024-08-05 - 11:29:25 PM GMT- IP address: 155.70.52.165

 Document e-signed by Gary L. Nelson (gary.nelson4@lumen.com)
Signature Date: 2024-08-05 - 11:29:27 PM GMT - Time Source: server- IP address: 155.70.52.165

 Agreement completed.
2024-08-05 - 11:29:27 PM GMT

UTILITY REIMBURSEMENT AGREEMENT

BETWEEN

CENTURYLINK COMMUNICATIONS, LLC

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

EFFECTIVE DATE

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This Agreement is entered into by and between CenturyLink Communications, LLC ("Utility") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA") (each individually "Party," and collectively "Parties").

RECITALS

- (A) LACMTA proposes to design, construct and operate facilities necessary and convenient for various public rail and busway transit systems within the County of Los Angeles, and the Parties intend this Agreement to apply to reimbursement of Utility for the Rearrangement (as the term is defined herein) of its facilities occasioned by certain LACMTA proposed Transit Projects where the Utility's facilities are in conflict with such Transit Projects, including the following (in each case, as may be more fully described at www.Metro.net):
- East San Fernando Light Rail Transit Project;
 - projects within the LACMTA highway program, including but not limited to, the I-5 North County Enhancements Project;
 - Southeast Gateway Line
 - Eastside Transit Corridor Phase 2;
 - C Line (Green) Extension to Torrance;
 - G Line (Orange Line) Improvements Project;
 - Sepulveda Transit Corridor Project;
 - projects within the LACMTA Regional Rail program (including Link Union Station);
 - various corridor congestion relief bus rapid transit projects (including Vermont Corridor, NoHo to Pasadena and North SFV);
 - Crenshaw Northern Extension; and
 - various LACMTA Transit Oriented Communities and Joint Development projects located on LACMTA-owned Rights-of-Way or acquired properties.
- (B) One or more of the proposed Transit Projects will require the Rearrangement of portions of Utility Facilities. The Parties wish to enter into this Agreement in order to agree upon the roles and responsibilities between the Parties in connection with such Rearrangements.
- (C) The Parties acknowledge that Utility possesses, via contractual agreements to which it succeeded or its own past contractual agreements, rights to various locations for the siting and use of its infrastructure facilities. To Utility's knowledge, such various locations include, but may not be limited to, locations along the right-of-way to the G Line (Orange Line) Improvements Project. The Parties further acknowledge this Agreement shall not supersede said prior existing rights possessed by Utility. Therefore, if an LAMCTA Transit Project requires use of a site to which Utility possesses said prior existing rights, the Parties intend to negotiate in good faith to mutually reach a separate agreement for the rearrangement of Utility's relevant facility/facilities.

In consideration of the mutual covenants of the Parties as set forth herein, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1. SCOPE AND DURATION

1.1 Scope of Agreement

- (a) The Parties have entered into this Agreement to: (i) define the applicable procedures; (ii) manage the interfaces; and (iii) allocate the roles and responsibilities and costs between LACMTA and Utility, in each case in respect of the planning, designing, and effecting of any Rearrangements of Utility Facilities that are necessary in order for LACMTA to construct, operate, maintain and use any of the Transit Projects.
- (b) The Parties acknowledge that LACMTA, at its sole discretion, may utilize various contracting methodologies to design, construct, operate and/or maintain the Transit Projects, including with respect to any Rearrangements of Utility Facilities. The Parties acknowledge that LACMTA's determination of a LACMTA Contract's scope of work shall not impact the rights and obligations set out under this Agreement.
- (c) Utility acknowledges and agrees that LACMTA may:
 - (i) engage LACMTA Contractor(s) to carry out the design, construction, operation, and/or maintenance work with respect to a Transit Project including performance of any LACMTA responsibilities with respect to any Rearrangements of Utility Facilities; and
 - (ii) in each LACMTA Contract, require the LACMTA Contractor to comply with and perform certain of LACMTA's obligations under this Agreement,

provided in each case that nothing in this Agreement will create any contractual relationship between Utility 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 Utility toward, any LACMTA Contractor.

- (d) LACMTA acknowledges and agrees that Utility may:
 - (i) engage Utility Contractor(s) to perform Utility's work under the terms of this Agreement and/or any Work Order including performance of any Utility responsibilities with respect to any Rearrangements of Utility Facilities; and
 - (ii) in each Utility Contract, require the Utility Contractor to comply with and perform certain of Utility's obligations under this Agreement,

provided in each case that nothing in this Agreement will create any contractual relationship between LACMTA and any Utility 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 LACMTA toward, any Utility Contractor.

- (e) Utility acknowledges that LACMTA may at any time elect:
 - (i) not to proceed with any Transit Project expressly listed in the Recitals or otherwise referenced in this Agreement or notified to Utility;
 - (ii) to proceed with a Transit Project that is not expressly listed in the Recitals or otherwise referenced in this Agreement; or
 - (iii) to amend the scope of any Transit Project, each in its sole discretion.
- (f) The Parties agree that on the Effective Date, the terms of this Agreement shall supersede any conflicting terms of prior existing agreements between the Parties, or affiliates of the Parties,, except that:

- (i) any Rearrangements of Utility Facilities that have been approved and granted under a Work Order number issued prior to the Effective Date shall continue until completed and approved under the applicable Work Order and shall be constructed in accordance with the standards and plans approved by the Parties in accordance with the applicable Work Order; and
- (ii) this Agreement shall not negate or modify the terms and conditions of: (A) any legally binding easements or other use and/or occupancy agreements between Utility and LACMTA with respect to the occupancy by Utility of, or any interest of Utility in real property owned by or under the operating jurisdiction of LACMTA; (B) any such easements or other agreements between Utility and any former owner of real property now or hereafter owned by LACMTA, and to which LACMTA has become or hereafter becomes a successor either by assignment or by operation of law; or (C) any such easements or other agreements between Utility and any other governmental agency with respect to real property owned by or under the operating jurisdiction of such governmental agency, and in which LACMTA has a statutory or other right to install Transit Project Facilities,

and without prejudice to the foregoing, the Parties acknowledge and agree that this Agreement is not intended to, and will not, limit the Parties' ability to enter into any subsequent agreements with respect to a Transit Project or any other subject matter.

- (g) Utility acknowledges that as between LACMTA and Utility, LACMTA has sole discretion to determine whether, and which, utilities are required in order for LACMTA to comply with its obligations under Applicable Law in connection with a Subject Transit Project.

1.2 Duration of Agreement

- (a) The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall continue until the date falling 15 years after the Effective Date, unless terminated earlier or extended in accordance with the terms of this Agreement.
- (b) This Agreement shall automatically be renewed for consecutive one-year terms commencing on the day following the last day of the Initial Term and on each subsequent anniversary of such day, unless either Party provides written notice of termination to the other no later than 90 days prior to the end of any term (including the Initial Term).

ARTICLE 2. GENERAL OBLIGATIONS

2.1 Governance

- (a) Utility and LACMTA shall each designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to this Agreement (the "Utility Representative" and "LACMTA Representative", respectively).
- (b) Utility and LACMTA may, in addition, each designate an alternate individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to the application of this Agreement to a Subject Transit Project (in which case, any references to the Utility Representative or LACMTA Representative under this Agreement shall be deemed to include such designated representatives with respect to that Subject Transit Project). A single individual may serve as a designated representative for more than one Subject Transit Project.
- (c) Either Party may change a representative designated under Section 2.1(a) or 2.1(b) (Governance) by providing seven days' prior Notice to the other Party.

- (d) LACMTA may establish Working Groups in relation to a Transit Project or particular aspects of a Transit Project for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractors and other attendees to monitor the progress of the Transit Project, to consider issues, or potential issues, and to present, understand and discuss proposed solutions with respect to the Transit Project. On LACMTA's written request, Utility shall ensure the attendance (in person or via videoconference or teleconference) of the Utility Representative (or a delegate) at any Working Group meeting held with respect to a Subject Transit Project during normal business hours and upon reasonable notice. Any Working Group meeting attended by a Utility Representative (or a delegate) is consultative and advisory only, and nothing which occurs during any such Working Group meeting and no information that is presented during any such Working Group meeting will:
- (i) affect the rights or obligations of either Party under this Agreement;
 - (ii) entitle a Party to make any claims 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;
 - (iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law; or
 - (v) be construed as a direction by a Party to do or not do anything.

2.2 Work Orders

- (a) Utility's obligation to perform work under this Agreement shall arise upon the issuance by LACMTA of an authorized Work Order.
- (b) If Utility is required to perform work and/or provide support and/or services under the terms of this Agreement, or LACMTA requests that Utility perform work or provide support or services under the terms of this Agreement, Utility shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which Utility shall require reimbursement with respect to that scope of work.
- (c) Upon LACMTA's approval of a Form 60 submitted to it by Utility with respect to a scope of work under Section 2.2(a) (Work Orders), LACMTA will issue a Work Order to Utility for such scope of work.
- (d) Each Work Order issued by LACMTA to Utility in accordance with this Agreement shall specify the work authorized to be performed and any materials or equipment to be acquired, the amount of money that Utility will be reimbursed for the authorized work as agreed under the applicable Form 60, and a schedule, including the estimated starting and finishing dates for the authorized work.
- (e) On receipt of a Work Order issued in accordance with the terms of this Agreement, Utility must: (i) promptly commence work on any elements of work authorized under the Work Order that are unchanged from the applicable Form 60; and (ii) promptly and without delay (and in any case within 10 days of issuance by LACMTA) accept any changes or additions (including any additional or supplemental provisions) agreed to the applicable Form 60 by counter-signing the Work Order or otherwise by written acceptance by the Utility Representative, followed by commencement of the applicable work under the Work Order. If Utility fails to accept the Work Order within 10 days, if applicable, the Work Order will be deemed to be accepted by Utility.
- (f) Except where authorized under a separate agreement with LACMTA (in which case, payment, credits or reimbursement will be in accordance with the terms of such agreement), Utility is not authorized to do any work and will not be paid, credited or reimbursed for costs or expenses associated with any

work performed in connection with a Rearrangement or a Subject Transit Project or otherwise under the terms of this Agreement, that is not expressly authorized by a Work Order.

- (g) Except in the case of a change required due to an emergency, which notification may be given orally before being confirmed in writing within three days, Utility may submit proposed changes to a Work Order in writing to LACMTA for approval.
- (h) LACMTA may terminate any Work Order at any time at its sole discretion, provided that Utility will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (i) Utility must 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 be in excess of 10% greater than previously estimated Costs; or
 - (iii) that the estimated finishing date will be later than the date stated in the Work Order,and must request an amendment to such Work Order pursuant to Section 2.2(g) (Work Orders).
- (j) Utility must complete, either through its own forces or through Utility Contractors, all work authorized by any Work Order in accordance with Applicable Law, Governmental Approvals and the terms of this Agreement and the applicable Work Order. Utility must cooperate with LACMTA and take such actions as LACMTA may reasonably request, to ensure performance of work under a Work Order.

2.3 Deadlines and Delays

- (a) Utility agrees to cooperate and coordinate with LACMTA in accordance with the terms of this Agreement in order for LACMTA to achieve the project schedule for a Subject Transit Project and to allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and work schedules, review periods and timelines identified in this Agreement and any Work Orders. Utility acknowledges that development of a Subject Transit Project will require strict compliance with the scheduling requirements of this Agreement and the applicable Work Order, and that failure to meet the deadlines set out in this Agreement or in the applicable Work Order could cause LACMTA and/or its LACMTA Contractor(s) to incur substantial costs as a result of such delay, or may result in Utility needing to take measures to avoid delay to a Subject Transit Project.

If Utility fails to carry out any work or obligations for which it is responsible under the terms of this Agreement and/or any Work Order in accordance with the mutually agreed upon work schedules, review periods and timelines identified in this Agreement and the applicable Work Order, and such failure is attributable to Utility's gross negligence or willful misconduct, then, to the extent such delay directly causes: (i) LACMTA to incur additional costs; or (ii) a delay to the Subject Transit Project, Utility must reimburse LACMTA for all actual and documented costs and expenses incurred or arising out of such delay. Utility must pay such costs to LACMTA within 90 days after receipt of an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from Utility to LACMTA pursuant to this Section 0 from payment(s) due to Utility.

- (b) To the extent 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 results in a delay to the performance of Utility's work under a Work Order, Utility will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the terms of the applicable Work Order.

2.4 Coordination and Cooperation

- (a) The Parties acknowledge that the timely completion of a Subject Transit Project will be influenced by the ability of LACMTA and Utility to coordinate their activities, communicate with each other, and respond promptly to reasonable requests.
- (b) Utility agrees to each Rearrangement and to cooperate with LACMTA's applicable requirements for the Subject Transit Project, in accordance with the terms of this Agreement subject to the following:
 - (i) whenever it is reasonably possible to do so without causing increased costs for or delay in a Transit Project, as determined by LACMTA, relocation of Utility Facilities will be avoided and Utility Facilities will be Protected-in-Place;
 - (ii) reimbursement of Costs in accordance with and to the extent contemplated by, Section 6.2 (Reimbursements to Utility);
 - (iii) LACMTA shall give Utility at least 100 days (unless prior rights are involved) written notice before requiring Rearrangement of a Utility Facility; and
 - (iv) if necessary to ensure continuity of transmission or distribution of the applicable public utility during any Rearrangement work, Utility may install a Temporary Facility to provide the applicable public utility service until such time as the related Rearrangement work is complete or the usual service is restored, whichever is earlier.
- (c) The Parties acknowledge that Utility is required to address the interests of joint users of its Utility Facilities. Where there are joint users of a Utility Facility (or a part of it) that is the subject of a Rearrangement, Utility shall identify and notify LACMTA of all joint users of such Utility Facility prior to commencing any work with respect to that Rearrangement and Utility shall be responsible for addressing any applicable joint users' interests when exercising its rights under this Agreement.

2.5 Coordination of Utility Activities

- (a) If Utility plans to undertake any Adjacent Work, Utility will coordinate the design and performance with LACMTA so that such Adjacent Work will not interfere with, disrupt or delay the design, construction, operation or maintenance of the applicable Transit Project or the Design and Construction of a Rearrangement by LACMTA including by:
 - (i) complying with the terms of this Section 2.5 and LACMTA's standard procedures for Adjacent Works;
 - (ii) delivering copies of all designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the Adjacent Work and to approve the final designs and plans for the Adjacent Work; and
 - (iii) if LACMTA reasonably determines and notifies Utility that the Adjacent Work will, in whole or in part, interfere with, disrupt or delay the design, construction, operation or maintenance of the applicable Transit Project, conditioning the implementation of the Adjacent Work (or relevant part of it) on scheduling adjustments and/or other modifications as LACMTA deems appropriate to ensure its Transit Project Schedule will not be directly delayed by the proposed Adjacent Work.
- (b) The terms of this Section 2.5 shall not apply in Emergency (as the term is defined herein) situations; however, in such situations Utility will coordinate with LACMTA to the extent feasible in light of the

circumstances, subject to all related safety requirements described in this Agreement and any applicable Work Order.

- (c) Utility will, and will ensure that any Utility Contractor performing any Adjacent Work and/or Construction and maintenance of any Rearrangement under the terms of this Agreement or a Work Order, 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 interface definition and coordination meetings upon reasonable request; and
 - (B) providing any other interface data reasonably requested by LACMTA or the relevant LACMTA Contractor and necessary to complete interface coordination;
 - (ii) perform the work so as to minimize any interference with or disruption or delay to construction, operation or maintenance of the Subject Transit Project or the Design and Construction of a Rearrangement;
 - (iii) comply with LACMTA's or the relevant 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 work that may interfere with, disrupt, delay or otherwise have an adverse effect upon the Subject Transit Project or Rearrangement.

2.6 Governmental and Lender Requirements

If a Subject Transit Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, Federal Transit Administration, other Governmental Entities, and/or financial institutions providing grants, funding or financing, LACMTA will notify Utility and the Parties will comply with the terms and conditions set out in Exhibit 4 (Federal and Other Requirements) and any additional prescribed governmental and lender requirements set out in an applicable Work Order or otherwise under the applicable grant, funding or financing agreements notified to Utility.

2.7 Discretions

Except as otherwise expressly provided in this Agreement, all determinations, consents, waivers, or approvals of a Party under this Agreement must not be unreasonably withheld, conditioned, or delayed.

ARTICLE 3. DESIGN

3.1 Design Responsibilities

- (a) Except to the extent of any Design work requested to be performed or to be performed by Utility under Section 3.1(b) (Design Responsibilities), LACMTA will (directly or through LACMTA Contractors) design all Rearrangements and produce all Design Documentation relevant to those Rearrangement works in accordance with the terms of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.
- (b) LACMTA may request and authorize Utility to Design a Rearrangement and provide Design Support with respect to that Rearrangement or to provide Design Support and perform Design-related activities with respect to the Design of a Rearrangement prepared by LACMTA under Section 3.1(a) (Design Responsibilities), in each case pursuant to the procedures set out under Section 2.2 (Work Orders). A Form 60 submitted by Utility in accordance with this Section 3.1(b) and Section 2.2 (Work Orders) shall estimate the total effort required to perform the requested Design, Design Support

and/or other Design-related activities and shall attach the schedule prepared in accordance with this Agreement and agreed by the Parties for the performance of the requested Design, Design Support and/or other Design-related activities. Utility must diligently perform and shall ensure that any Utility Contractors diligently perform, the Design, Design Support and/or other Design-related activities authorized under a Work Order in accordance with the terms of that Work Order and this Agreement. Utility shall be responsible for any errors and omissions in any Design Documentation prepared by Utility or a Utility Contractor.

- (c) Without prejudice to the scope of and timelines for any Design Support services agreed under Section 3.1(b) (Design Responsibilities), within 60 days after Utility's receipt of written request from LACMTA, Utility shall identify and disclose to LACMTA the nature and location of all Utility Facilities which are located under or over Transit Project Right-of-Way and on adjacent public street right-of-way, whether or not Abandoned, and such other information as may be requested by LACMTA with respect to the identification of the nature and location of all Utility Facilities. Any Form 60 submitted by Utility to LACMTA in accordance with Section 2.2 (Work Orders) for Design Support services with respect to the identification of existing Utility Facilities shall comply with the following:
- (i) where potholing of existing Utility Facilities for the purpose of Design verification is agreed by the Parties as a Design Support service: (A) such potholing activities shall be shown in the applicable Form 60 as an 'Other Direct Cost (ODC)'; (B) preparation and execution of the related potholing work plan shall be considered a Design Support activity; and (C) submission of the applicable Form 60 shall indicate: whether the scope involved is to excavate a trench of certain width, length, and depth; use of ground penetrating radar where physical ground disturbance may be problematic; whether traditional drilled holes with vacuum extraction of soil is the recommended method of exploration; that the findings shall be presented in a brief report by a qualified utility engineer; coordination activities such as USA/SC ("DigAlert") markings, obtaining a public works street-use type permit; and
 - (ii) where Utility is requested to provide LACMTA as-built Utility plans and records as a matter of routine course of conducting business with LACMTA, such as during the Planning Phase of a Transit Project (as opposed to the Design Development phase) this shall be at no cost to LACMTA.
- (d) Prior to submitting a Form 60 to LACMTA with respect to any Design work for a Rearrangement to be performed by Utility in accordance with Section 3.1(b) (Design Responsibilities), Utility will arrange a documented working group meeting amongst all applicable stakeholders (including the local City public works "Utility Coordination" representative) to agree the scope of the Rearrangement and the Design work required with respect to the Rearrangement.
- (e) Where Utility is responsible for the Design of a Rearrangement, Utility shall coordinate with the local City public works "Utility Coordination" representative, to apply for and obtain all necessary permits and approvals from all local jurisdictions in order to perform the Construction of that Rearrangement.
- (f) Following issuance of a Work Order for the performance by Utility of Design work for a Rearrangement, LACMTA will provide to Utility the Subject Transit Project plans and other information relevant to the Design work if available.

3.2 Design Requirements

Any Design work for any Rearrangements shall be performed in accordance with:

- (a) the Design requirements set out in this Agreement and any applicable Work Orders;
- (b) all Governmental Approvals and Applicable Law; and

- (c) subject to Section 3.5 (Utility Standards), the Utility Standards or, in the case of those Rearrangements of Utility Facilities that will cross over, above or below a Transit Project Right-of-Way, the applicable requirements in the most recent version of Metro's Rail Design Criteria or contract specifications for the Subject Transit Project (as applicable).

3.3 Design Review Procedure

All Designs for Rearrangements (whether the responsibility of LACMTA or Utility under Section 3.1 (Design Responsibilities)) shall be submitted, reviewed and approved in accordance with the procedures and review periods set out in Exhibit 1 (Submittal Review Procedure) and otherwise in accordance with the terms of this Agreement and any applicable Work Orders.

3.4 Design Development

- (a) The Parties acknowledge and agree that the Design Documentation for any Rearrangements will be submitted for review progressively in Packages and in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the other Party a reasonable opportunity to review the submitted Design Documentation.
- (b) In the case of the Rearrangements where LACMTA is responsible for the Design under Section 3.1 (Design Responsibilities), 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 taking into account the Subject Transit Project schedule and contracting methodology.
- (c) The Design Documentation for the Design of a Rearrangement will be complete in all respects and will specify any Utility pre-approved design details and Construction practices utilized in the Design, including specifying proprietary underground vaults, shoring systems, standard plans, and parts (including connectors, valves, gaskets and custom components).

3.5 Utility Standards

At the procedural stage when Metro issues a Work Order Authorization, Utility shall identify and reach consensus with Metro regarding the specific utility standards that will apply to the design and construction of the Rearrangement(s) under the Work Order. Once agreed upon by the Parties, any deviations from said utility standards are prohibited without the express consent of both Parties.

- (a) Any changes or additions to the Utility Standards applicable to a Rearrangement:
 - (i) after notification under Section Error! Reference source not found. (Utility Standards), requires prompt written notice from Utility (and in any case within 15 days' of adoption), with supporting information including the formal date of adoption and, in the case where Utility is responsible for the Design of the applicable Rearrangement under Section 3.1 (Design Responsibilities), the schedule and cost impact to the applicable Design work; and
 - (ii) after the establishment of the Basis of Design for that Rearrangement, shall be considered a "Betterment" for the purposes of this Agreement.
- (b) Utility agrees that it shall not adopt any new Utility Standard(s) or otherwise amend or supplement any existing Utility Standards or its interpretation or application of any existing Utility Standards for the sole or primary purpose of affecting a Subject Transit Project or Rearrangement. All Utility Standards shall be applied to the Rearrangements hereunder in the same manner as they are applied by Utility to standalone projects that are financed primarily by Utility or projects constructed by Utility's in-house crews or Utility Contractors.

- (c) Without prejudice to the other terms of this Section 3.5, with respect to both Design and Construction of a Rearrangement, in interpreting applicable Utility Standards, and in exercising any discretion granted by applicable Utility Standards, the Parties shall make such interpretations and exercise such discretion in a manner so as to impose the minimum requirements necessary to comply with Applicable Law. Any Design or Construction issues affecting Rearrangements which are not addressed by applicable Utility Standards shall be resolved in such a manner as to impose the minimum requirements necessary to make a Replacement Facility the equivalent (in terms of level of service, capacity, service life, capability, appearance, efficiency and function) to the Conflicting Facility it replaces and to otherwise minimize Rearrangement work.

3.6 Changes to Design

LACMTA or Utility may make changes to a previously approved Design only with written concurrence of the other Party. Except where changes are required to accommodate an unanticipated site condition or an unanticipated change in a site condition, LACMTA shall have no obligation to consent to or approve any Utility requested changes that will necessitate re-submittal of Design for new approvals, delay Construction of the Rearrangement or construction of the Subject Transit Project, or increase the cost of Construction of the Rearrangement or construction of the Subject Transit Project. The cost of the increased scope, if any, attributable to changes in approved plans or specifications requested by Utility and approved by LACMTA shall be borne by Utility, unless the change in approved plans or specifications was necessitated by an unanticipated site condition or event.

3.7 Permits

- (a) Although Metro as a State governmental agency established under the California Public Utilities Code is, generally, not subject to local government approval and permitting requirements, after approval of the Final Design of a Rearrangement in accordance with this ARTICLE 3 the Party performing the Design work for the Rearrangement or the Applicable Contractor shall obtain all necessary Governmental Approvals, Railroad PUC permits and required track allocation request approvals for the Construction of the Rearrangement; provided, however, LACMTA shall be responsible for obtaining (or causing its LACMTA Contractor(s) to obtain) all such Governmental Approvals that may be required for any Construction to be performed by LACMTA or its LACMTA Contractor(s) in accordance with ARTICLE 4 (Construction) whether or not it performed the Design work for the Rearrangement. Each Party shall use reasonable efforts to assist the other Party in securing any necessary Governmental Approvals. Without prejudice to Sections 3.2 (Design Requirements) and 4.2 (Construction Requirements), each Party shall comply with the terms of all applicable Governmental Approvals in carrying out its work under this Agreement.
- (b) Where the Subject Transit Project is "federalized" (use of federal funds as notified by LACMTA to Utility in accordance with Section 2.6 (Governmental and Lender Requirements)) and Utility has been requested to perform Design work in accordance with Section 3.1(b) (Design Responsibilities), Utility acknowledges the requirements to process "Utility Agreements" and "R/W Certification" (as those terms are used in the LAPM) in accordance with Caltrans Local Assistance Procedures Manual (LAPM) Chapter 14 – Utilities, local agency internal City and public works adopted procedures and LACMTA's third party administration procedures (as published and notified to Utility from time to time).

ARTICLE 4. CONSTRUCTION

4.1 Construction Responsibilities

- (a) Utility shall perform (through a Utility Contractor or in-house construction crews) all Construction for each Rearrangement, unless, during the Design phase, LACMTA and Utility mutually agree that LACMTA shall perform all or part of the Construction for a Rearrangement. The Party performing Construction may perform such Construction either prior to construction of the Subject Transit Project,

concurrently with such construction, or through a combination of said alternatives, as mutually agreed by the Parties, taking into account the contracting methodology selected by LACMTA for the Subject Transit Project as referenced in Section 1.1(b) (Scope of Agreement) and the project schedule for the Subject Transit Project, as referenced in Section 2.3 (Deadlines and Delays).

- (b) If agreed by the Parties under Section 4.1(a) (Construction Responsibilities) that LACMTA (or a LACMTA Contractor) shall perform the Construction of a Rearrangement, LACMTA may request and authorize Utility to provide Construction support services and related activities with respect to the Construction of that Rearrangement, pursuant to the procedures set out in Section 2.2 (Work Orders) and Utility agrees to coordinate its efforts and cooperate with the relevant LACMTA Contractor(s) performing Construction and to diligently perform and to ensure that any Utility Contractor diligently performs, all such Construction support services and related activities, in accordance with the terms of the applicable Work Order and this Agreement.
- (c) LACMTA shall be responsible for all claims and stop notices or mechanic's liens filed by LACMTA Contractors for Construction work performed on Utility Facilities. Utility shall be responsible for all claims and stop notices or mechanic's liens filed by Utility Contractors for Construction work performed on Utility Facilities.

4.2 Construction Requirements

All Construction work for the Rearrangement shall be performed in accordance with:

- (a) the approved Final Design (including any changes agreed under the terms of this Agreement);
- (b) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (Utility Standards), the Utility Standards;
- (c) applicable environmental mitigation and control requirements including, without limitation, to construction noise and vibration, air pollution controls, and potential archaeological, biological, and paleontological monitoring measures as applicable;
- (d) all other Construction requirements set out under the terms of this Agreement and any applicable Work Order; and
- (e) subject to Section 3.5 (Utility Standards), the Utility Standards or, in the case of those Rearrangements of Utility Facilities that LACMTA is responsible for Constructing under Section 4.1 (Construction Responsibilities) and that will cross over, above or below the Transit Project Right-of-Way, the applicable requirements in the most recent version of Metro's Rail Design Criteria and/or contract specifications for the Subject Transit Project (as applicable).

4.3 Rights-of-Way

- (a) The Parties will determine during Design Development whether replacement rights-of-way are needed for the relocation of Conflicting Facilities. Replacement rights of way, if needed, will be acquired by LACMTA or Utility following approval by the Parties of the location and type of such replacement rights-of-way. When reasonably possible [and where the Utility Facilities being Rearranged are located in a public right-of-way,] a Rearrangement shall be located in existing public rights-of-way. [Where Utility requires replacement rights-of-way within Transit Project Right-of-Way owned by LACMTA, LACMTA shall be responsible for providing such replacement rights-of-way.] If it is not reasonably possible for the Rearranged Utility Facilities to be located in existing public rights-of-way or in Transit Project Right-of-Way owned by LACMTA, appropriate private of rights of way will be identified and acquired by LACMTA; provided that the required rights-of-way shall be acquired so as not to impair LACMTA's schedule for the Subject Transit Project. Upon acceptance of the

applicable Replacement Facility, and where, if applicable, equivalent rights are granted to Utility, Utility shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all Utility real property interests (except franchise rights and except where Utility owns the property in fee) being taken out of service by the Rearrangement, and for which replacement real property interests are provided.

- (b) Subject to the other terms of this Section 4.3, any cost associated with Utility acquiring any temporary construction easements or other real property rights (including for installation of temporary Utility Facilities) that are needed for any Construction of a Rearrangement performed by Utility shall be considered a "Cost" under this Agreement. LACMTA will be responsible for obtaining any temporary construction easements or other real property rights that are needed for Construction of a Rearrangement that LACMTA is performing and any cost associated with Utility using such easements or other rights shall be considered a "Cost" under this Agreement.
- (c) Within 60 days after request by LACMTA and as part of the Design Support performed by Utility, Utility shall furnish to LACMTA copies of any non-privileged, non-confidential agreements or other documents evidencing Utility's franchise, easements, or other existing rights in real property for its Utility Facilities that are located within the Subject Transit Project area. Utility's cost to provide such documentation shall be reimbursed by LACMTA as Design Support services under an authorized Work Order issued under Section 2.2 (Work Orders).
- (d) Except when there are already pre-existing license agreements between the Parties as to a right-of-way, without prejudice to Section 2.5 (Coordination of Utility Activities), each Party shall provide the other with a license to such Party's right-of-way located within or near the Transit Project Right-of-Way, in a form reasonably acceptable to such other Party, for the purpose of carrying out construction, operation or maintenance of the Subject Transit Project (in the case of a license granted to LACMTA) or operating or maintaining a Utility Facility (in the case of a license granted to Utility).
- (e) Real property interest Costs shall be invoiced separately from other Cost items, but shall be reimbursable to the extent provided in Sections 6.2 (Reimbursements to Utility) and 6.3 (Reimbursement and Credits to LACMTA).

4.4 Utility Construction of Rearrangements

LACMTA shall request and authorize Utility to perform the Construction of all or part of a Rearrangement that Utility shall perform under Section 4.1 (Construction Responsibilities), pursuant to the procedures set out in Section 2.2 (Work Orders). A separate Work Order will be issued for Construction of each Rearrangement. In such event:

- (a) Utility shall commence and diligently perform and shall ensure that any Applicable Contractor commences and diligently performs, the Construction of such Rearrangement to completion as authorized by the Work Order, in accordance with the terms of this Agreement and the Work Order and the work schedule for such Construction set out in the Work Order. Utility acknowledges and agrees that the work schedule for such Construction shall coincide closely and be coordinated with LACMTA's schedule for the Subject Transit Project, including the schedule for Construction of Rearrangements of utility, cable, pipeline, and other facilities in the same segment or portion of the Subject Transit Project; provided, however, that the schedule for work by Utility shall allow Utility a reasonable period of time for performance of its responsibilities under this Agreement and the Work Order;
- (b) to the extent applicable, Utility shall include a copy of any standalone environmental clearance of the Rearrangement as an attachment to the Form 60 for that Rearrangement; and

- (c) the name of the Utility's or Utility Contractor's lead superintendent and/or project manager assigned to the Construction of a Rearrangement shall be provided to LACMTA in the applicable Form 60.

4.5 Construction Staging Plans

- (a) A construction staging plan shall be developed for any Construction of a Rearrangement to be performed within public rights-of-way. The Parties will agree which Party (directly or through its Applicable Contractors) will be responsible for the preparation of construction staging plans for such Construction work. Where Utility is responsible for preparation of the construction staging plans under this Section 4.5(a), LACMTA shall request and authorize Utility to perform the work of preparing the construction staging plan pursuant to the procedures set out in Section 2.2 (Work Orders); and, where practicable, in the same Work Order authorizing the applicable Construction work.
- (b) Each construction staging plan will be agreed prior to commencement of the applicable Construction work and provide, among other things, for:
 - (i) the handling of vehicular and pedestrian traffic on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (worksite traffic control plans);
 - (ii) actions to maintain access to businesses adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the worksite traffic control plans; and
 - (iii) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions.

4.6 "As-Built" Drawings and Contract Documents

- (a) LACMTA and Utility shall each maintain a set of "as-built" plans of Rearrangements performed by LACMTA and Utility, respectively, during the progress of Construction. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within 90 days after completion of such work for each set of plans. All "as-built" plans (whether provided by LACMTA or by Utility) shall be native CAD files (including, for example, in Auto-Cad by Autodesk format or equivalent interoperable MicroStation version file format).
- (b) LACMTA and Utility agree to provide the other with electronic files of those final contract documents that they have prepared, or caused to be prepared, to govern the Construction of a given Rearrangement by their Applicable Contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible.

4.7 Underground Service Alert

Prior to any commencement of underground Construction work by either Party, the Party performing such work, or its Applicable Contractors, shall notify Underground Service Alert in accordance with Applicable Law.

4.8 Hazardous Materials and Archaeological Remains

- (a) As between Utility and LACMTA, LACMTA shall be responsible, at its sole cost and expense, for the investigation of potential hazardous materials or Archaeological Remains within the Transit Project Right-of-Way that would directly impact construction of the Subject Transit Project.

- (b) Without prejudice to the terms of Section 3.7 (Permits), LACMTA shall prepare, at its sole cost and expense, all environmental impact reports/statements required by Applicable Law for the construction of each Transit Project.
- (c) Each Party shall provide the other Party with all information and documents relating to the existence of any hazardous material and/or Archaeological Remains within the Transit Project Right-of-Way or any site on which Construction work for a Rearrangement will be carried out promptly after becoming aware of such information or documents including, without limitation, any environmental impact reports or soil tests.
- (d) Where LACMTA is responsible for costs relating to the presence or existence of any environmental hazard under Section 6.2(c)(c) (Reimbursements to Utility), LACMTA will be responsible for the management, treatment, handling, storage, monitoring, remediation, removal, transport, and disposal of such environmental hazard ("Remedial Action"). Utility shall not commence Construction of any Rearrangement until: (i) LACMTA has completed the required Remedial Action in accordance with this Section 4.8(d); or (ii) LACMTA issues a Work Order pursuant to Section 2.2 (Work Orders) authorizing Utility or a Utility Contractor to carry out such Remedial Action. For the avoidance of doubt, to the extent an environmental hazard is caused by, arises out of, or as a consequence of, any action of Utility or a Utility Contractor, LACMTA will not be responsible for any Remedial Action under this Section 4.8(d) or for costs under Section 6.2(c) (Reimbursements to Utility).
- (e) Utility shall promptly, and before the environmental hazard is disturbed, notify LACMTA of any environmental hazard encountered in carrying out Construction under this Agreement. If: (i) pursuant to Section 4.8(d) (Hazardous Material and Archaeological Remains), LACMTA is responsible for any Remedial Action with respect to such environmental hazard, LACMTA shall: (A) promptly commence such Remedial Action; or (B) issue a Work Order pursuant to Section 2.2 (Work Orders) authorizing Utility or a Utility Contractor to carry out such Remedial Action; or, (ii) the environmental hazard was caused by, arises out of, or as a consequence of, any action of Utility or a Utility Contractor, Utility shall promptly commence any Remedial Action required under Environmental Law. Utility shall suspend Construction work (excluding any Remedial Action, if applicable) at the site of the environmental hazard until the required Remedial Action is complete.
- (f) The Party discovering an environmental hazard shall make any required notifications to federal, state, and/or local agency(ies) in accordance with Applicable Law (with a copy to the other Party).
- (g) If Archaeological Remains are encountered by Utility in carrying out Construction under the terms of this Agreement, Utility must:
 - (i) immediately report the discovery to the LACMTA Representative;
 - (ii) ensure that the Archaeological Remains are preserved and protected in place and not disturbed further including by halting Construction work in the vicinity of the Archaeological Remain, if necessary;
 - (iii) comply with all requirements of Governmental Entities and any directions of the LACMTA Representative in relation to the Archaeological Remains; and
 - (iv) continue to perform the Work, except to the extent otherwise: (A) directed by the LACMTA Representative; (B) ordered by a court or tribunal; or (C) required by Applicable Law.
- (h) All Archaeological Remains found on or under the surface of the Transit Project Right-of-Way will, as between the Parties, be the absolute property of LACMTA and LACMTA shall be responsible for making any required notifications to federal, state, and/or local agency(ies) in accordance with Applicable Law.

4.9 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 2 (Inspection and Acceptance Procedure).

4.10 Maintenance

Utility shall schedule, in coordination with LACMTA and its LACMTA Contractors and in accordance with Sections 2.5 (Coordination of Utility Activities) and 4.3(d) (Acquisition of Rights-of-Way), any maintenance of Utility Facilities that may be necessary after the completion of the Rearrangement so as not to interfere with the construction of the Subject Transit Project or its operation, maintenance and use once completed.

ARTICLE 5. BETTERMENTS

5.1 Procedure

Promptly after identifying a Betterment, if possible during the Advanced Conceptual Engineering phase of the Subject Transit Project and in any event prior to the establishment of the Basis of Design for a Rearrangement, Utility shall inform LACMTA what Betterments, if any, Utility desires or has intentions to pursue as part of a Rearrangement by submitting a completed Potential Notice of Betterment Form such that LACMTA can review the Betterments and determine whether they satisfy the requirements set out in Section 6.3(e) (Reimbursements and Credits to LACMTA). In addition:

- (a) each Design furnished by Utility under the terms of this Agreement shall specifically identify any Betterments included in such Design and where Betterments are identified, shall be accompanied by a completed Potential Notice of Betterment Form submitted for LACMTA's review and approval; and
- (b) if LACMTA identifies a Betterment included in Designs furnished by Utility or in comments provided by Utility on LACMTA-completed Designs, LACMTA will notify Utility during the Design review process and within 30 days of delivery of that notice, Utility will: (i) withdraw the relevant comment or Design; or (ii) submit a request for the applicable Betterment by submitting a Potential Notice of Betterment Form for LACMTA's review and approval. If Utility fails to respond within 30 days of a notice delivered by LACMTA under this Section 5.1(b), the comment or Design will be deemed to be withdrawn provided that such withdrawal shall be without prejudice to Utility's right to submit the Betterment under a subsequent Potential Notice of Betterment under this Section 5.1.

5.2 Cost and Performance

- (a) Utility shall be responsible for the cost of any Betterment and LACMTA shall not be responsible for the cost of any Betterment. No Betterment may be performed in connection with any Rearrangement irrespective of whether the Design is performed by either Party or jointly, and whether the Construction is performed by either Party or jointly, unless that Betterment is:
 - (i) approved by LACMTA (as demonstrated by the LACMTA counter-signing the Potential Notice of Betterment Form, updated to include any changes negotiated and agreed by LACMTA and Utility); and
 - (ii) constructed in accordance with the scope and specifications agreed to and documented in the applicable Potential Notice of Betterment Form.
- (b) Under no circumstances shall Utility receive payment for, or reimbursement of, any Costs associated with or related to Betterments, and the issuance of a Work Order authorizing Utility work or other

activity relating to a Betterment shall not constitute the agreement of LACMTA to make any payments to Utility with respect to that Betterment.

5.3 Right to Refuse

LACMTA shall have the right to refuse and withhold approval for any Betterment that:

- (a) is incompatible with the Subject Transit Project;
- (b) cannot be performed within the constraints of Applicable Law, any Governmental Approvals and/or the project schedule for the Subject Transit Project; or
- (c) is requested after the establishment of the Basis of Design for the Rearrangement.

ARTICLE 6. SALVAGE, REIMBURSEMENT AND CREDITS

6.1 Disposition of Salvaged Materials

- (a) LACMTA may not salvage materials from the Conflicting Facility belonging to Utility during the course of its work on a Rearrangement, unless agreed to in writing by Utility. If LACMTA desires to use salvaged materials, subject to the consent of Utility, materials removed shall be stored by LACMTA 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 that Utility desires to retain may be recovered by Utility staff within an agreed time frame or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to Utility. Subject to acceptance by LACMTA, if materials removed by LACMTA are not reused and are not desired by Utility, such materials shall become the property of LACMTA.
- (b) Salvaged materials which are removed by Utility and not reused in a Rearrangement shall be retained by Utility.

6.2 Reimbursements to Utility

- (a) Except with respect to Betterments and Rearrangements performed by Utility pursuant to a franchise agreement for a non-LACMTA project, and without prejudice to Section 3.5(c) (Utility Standards), LACMTA will reimburse Utility for Costs incurred for work performed by Utility or the Utility Contractors under a Work Order in accordance with the terms of this Agreement and the applicable Work Order provided that:
 - (i) LACMTA's obligation to reimburse Utility for Costs is subject to the limitations established under Applicable Law and under the terms of this Agreement, including the limitations established in Section 3.1(c)(ii) (Design Responsibilities), Section 3.5(c) (Utility Standards), this ARTICLE 6 and ARTICLE 7 (Billings);
 - (ii) the Parties acknowledge that pursuant to Applicable Law, LACMTA is responsible for performing or for reimbursing Utility's Costs to perform, Rearrangements in a manner that maintains the functioning of the applicable Utility Facility at its previous level of service; and
 - (iii) where a Subject Transit Project is federalized (use of federal funds on the Rearrangement as notified by LACMTA to Utility in accordance with Section 2.6 (Governmental and Lender Requirements)), reimbursements to Utility will, in addition to the terms of this Agreement, be subject to Applicable Law at the federal level.
- (b) Where LACMTA and Utility agree that the construction of a Subject Transit Project will eliminate the service need for a specific Conflicting Facility and the Rearrangement to be performed under the

applicable Work Order is to be limited to the removal or elimination of the Conflicting Facility, LACMTA will only be responsible for any Costs incurred in Abandonment of such Conflicting Facility by Utility.

- (c) LACMTA will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any Utility 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 any LACMTA Contractor caused the environmental hazard through its actions.
- (d) Utility will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any Utility 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 Utility or any Utility Contractor caused the environmental hazard through its actions.

6.3 Reimbursements and Credits to LACMTA

- (a) LACMTA shall receive a credit against work performed by Utility under this Agreement at LACMTA's expense, and for Betterments. The amount of credits shall be determined in accordance with this Section 6.3. All credits pertaining to a particular Rearrangement or other item of work hereunder shall be reflected on the applicable invoice(s) submitted by Utility.
- (b) Where LACMTA performs work under this Agreement, LACMTA shall receive compensation from Utility (by credit or payments in accordance with this Section 6.3) for costs incurred by LACMTA for Betterments, and for any other costs incurred by LACMTA that are Utility's responsibility pursuant to this Agreement. The amount of compensation shall be determined in accordance with this Section 6.3. To the extent possible, LACMTA may take such compensation in the form of credits against amounts owed by LACMTA to Utility in connection with the Rearrangement for which the compensation is owed. LACMTA shall invoice Utility for any remaining amounts due in accordance with Section 7.2 (Procedures for LACMTA Billings to Utility), and Utility shall make payments to LACMTA in accordance with Section 7.1 (Procedures for Utility Billings to LACMTA).
- (c) Only for purposes of determining the amounts due from Utility to LACMTA (as a credit or payment) pursuant to this Section 6.3, the term "cost" is defined as all actual, allowable and reasonable direct and indirect costs incurred by LACMTA and attributable to activity or work performed or materials acquired in performing a task pursuant to this Agreement. Subject to the foregoing, direct costs shall include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement, and shall include but not be limited to those associated with Design, project review, construction management, permit fees, inspection, processing, remediation plan development and implementation, real property acquisition and contract administration. Indirect costs shall include administrative and overhead costs at the rate therefore established by LACMTA from time to time. LACMTA shall maintain its standard forms of records showing actual time expended and costs incurred.
- (d) The amount of credits or payments, as applicable, due to LACMTA shall be determined by agreement based upon Utility's applicable books, records, documents and other data. In addition, LACMTA and Utility may conduct an inspection survey and/or inventory of a Conflicting Facility during the Design Development process. Pursuant to a Work Order authorized under to Section 2.2 (Work Orders), Utility shall provide LACMTA, to the extent such exist and are known and available, with drawings, plans or other records necessary to conduct such survey or inventory pursuant. Surveys shall describe the physical attributes of the Conflicting Facility such as number, length, diameter,

dimensions, and type of material. The results of such survey shall also be applied in the determination of Betterments, as necessary.

- (e) As applicable, credit shall be allowed or Utility shall pay for Betterments in accordance with this Section 6.3. The amount of a Betterment payment, if any, shall be the estimated cost of the Replacement Facility, less the estimated cost of the Conflicting Facility. The amount of Betterment credit, if any, shall be a fixed amount determined by the Parties during Design Development based upon estimates provided by Utility and agreed to by LACMTA under a Potential Notice of Betterment Form.

ARTICLE 7. BILLINGS

7.1 Procedures for Utility Billings to LACMTA

- (a) Utility shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by Utility under a Work Order:
 - (i) Utility shall commence its quarterly billing (in an electronic format where possible) within no more than 60 days following the commencement of work under a specific Work Order and shall bill monthly thereafter;
 - (ii) each billing shall: (A) be addressed to the LACMTA Representative; (B) include a "Project Labor Report" identifying by task both Utility staff (and applicable consultant) hours charged for administrative, design, inspection and management services and Utility direct field labor; (C) specify all Costs incurred for that billing period including copies of invoices and other supporting Cost data; (D) reflect any applicable credits due to LACMTA under this Agreement with respect to the Subject Transit Project applicable to the Work Order under which the billing is being submitted; (E) be noted as either "in-progress" or "final"; (F) include a certification that the Costs identified in such billing were appropriate and necessary to performance of the work under the Work Order and have not previously been billed or paid; and (G) include quarterly progress billing report prepared by the Utility lead project manager including a narrative description of the work for the prior billing period with a statement on work progress, schedule deviations, cost to complete, subcontractor utilization, DBE usage if any, and, where applicable, a statement on adherence to federal requirements. If requested by LACMTA, Utility shall provide a full description of any labor charges during the billing period that were not identified in the Project Labor Report;
 - (iii) the final billing, with a notation that all work covered by a given Work Order has been performed, shall be submitted to LACMTA within 120 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 to the performance of the work under the Work Order and have not previously been billed or paid; and
 - (iv) after the expiration of the 120 day period described in Section 7.1(a)(iii) (Procedures for Utility Billings to LACMTA), LACMTA may notify Utility in writing that the 120 day closing billing period has expired, and upon Utility's receipt of such Notice from LACMTA, Utility shall have 60 days to submit its final invoice. If Utility fails to submit an invoice within such 60-day period, then LACMTA shall have no further obligation for payment to Utility with regard to any amounts due or payable under the applicable closed out Work Order.

- (b) Utility agrees to retain, or cause to be retained, for inspection and audit by LACMTA or other governmental auditors for the period required pursuant to Section 7.4 (Inspection and Audit), all records and accounts relating to the work performed by Utility under this Agreement and shall maintain separate records and accounts for each Work Order including signed individual labor time sheets clearly identifying of the Work Order number and the Subject Transit Project title; provided, however, that if any actions brought under the dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes) have not been finally resolved by the such deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

7.2 Procedures for LACMTA Billings to Utility

- (a) Where LACMTA is due a payment under the terms of this Agreement, LACMTA shall submit regular progress billings to Utility, which shall: (i) specify costs incurred for that billing period; (ii) bear the Subject Transit Project name and any related Work Order number; (iii) be supported by copies of data that support the costs incurred; and (iv) be addressed to the Utility Representative. Each billing shall be noted as either progress or final billing and shall include a certification that the charges identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid. The final billing, with a notation that all applicable work has been performed, shall be submitted to Utility as soon as practicable, but no later than 120 days following the completion of the 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 appropriate and necessary to the performance of the applicable work and have not previously been billed or paid.
- (b) LACMTA agrees to retain, or cause to be retained, for inspection and audit by Utility or other governmental auditors for the period required pursuant to Section 7.4 (Inspection and Audit), all records and accounts relating to all work performed by LACMTA for Utility under this Agreement; provided, however, that if any actions brought under the dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes) have not been finally resolved by the foregoing deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

7.3 Payment of Billings

Payment of each bill properly submitted pursuant to Sections 7.1 (Procedures for Utility Billings to LACMTA) or 7.2 (Procedures for LACMTA Billings to Utility) 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 each Rearrangement shall be contingent upon final inspection (and acceptance, where applicable) of the work by the Party billed for such work, which inspection (and acceptance, where applicable) will not be unreasonably withheld or delayed; and
- (c) LACMTA may withhold payments in the amount of any credit amounts due to LACMTA if Utility has not posted such credits within 60 days after submittal of requests for the same by LACMTA.

7.4 Inspection and Audit

For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term or such later date as is required under other terms of this Agreement or under Applicable Law, each Party (and its authorized representatives) will have such rights to review and audit the other Party and its non-privileged books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the Utility Standards at all times during normal business hours. Each Party shall bear its own costs and expenses in connection with undertaking any inspection and

audit, and in responding to an inspection and audit. Examination of a document or record on one occasion shall not preclude further review or reexamination of such document or record on subsequent occasions. By providing any of its records to the other Party for examination, the Party providing such records represents and warrants the accuracy in all material respects of all information it or its agents provides 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. The rights granted pursuant to this Section 7.4 shall not obligate either Party to inspect or audit the other Party's records. 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 Utility or LACMTA (as applicable) under this Section 7.4.

ARTICLE 8. INDEMNITY AND INSURANCE

8.1 Indemnity

Each Party shall release, defend (with legal counsel subject to reasonable concurrence from the indemnified Party), indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all third party 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, except to the extent such liabilities, expenses, claims, losses, suits, or actions are proportionately caused by the negligence or willful misconduct of the indemnified Party, its officers, agents representatives, or employees.

8.2 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 Utility 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: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 in combined single limit (CSL) in auto liability; and \$5,000,000 excess/umbrella liability; and (B) design contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 (CSL) in auto liability; \$1,000,000 in professional liability and \$5,000,000 excess/umbrella 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 8.2;
 - (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 a LACMTA Contractor or Utility Contractor (as applicable) under this Section 8.2; and
 - (iii) notify the other Party within five days if it receives a notice from a LACMTA Contractor or Utility Contractor (as applicable) of the expiration of any insurance procured under this Section 8.2.

- (c) If Utility is itself performing work for a Rearrangement, Utility may self-insure and agrees to protect LACMTA, its officers and employees at the same level with respect to types of coverage and minimum limits of liability as LACMTA would have required of third party insurance, and Utility agrees that such self-insurance shall include all duties, obligations and responsibilities of an insurance company with respect to any claim made under such self-insurance program. At least 30 days prior to the implementation of any self-insurance program, Utility shall provide to LACMTA certification that Utility meets the requirements of this Section 8.2. If Utility does not self-insure in accordance with this Section 8.2(c), Utility shall itself obtain insurance complying with the requirements of Sections 8.2(a) (Insurance) and 8.2(b) (Insurance).

ARTICLE 9. RESOLUTION OF DISPUTES

9.1 Attempt to Resolve

In the event of 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 ("**Dispute**"), the Parties shall make good faith efforts to resolve the Dispute through negotiation, including as set out in Section 9.3 (Resolution Processing).

9.2 Continuation of Performance

- (a) The existence and details of a Dispute notwithstanding, both Parties shall continue, without delay, their performance under this Agreement, except for any performance which LACMTA, in its sole and reasonable discretion, determines should be delayed as a result of such Dispute. LACMTA shall continue to pay sums due and payable and not in Dispute, during any such period of continued performance.
- (b) If a Party fails to continue its performance under this Agreement, then any additional costs which may be incurred by the other Party as a result of said failure to continue to so perform shall be borne by the non-performing party.

9.3 Resolution Processing

In the event of any Dispute between the Parties with respect to this Agreement:

- (a) Utility and LACMTA shall submit the Dispute to their respective project managers and contract administrators to resolve the Dispute;
- (b) if the project managers and contract administrators are unable to resolve the dispute within a reasonable time not to exceed five business days from the date of submission of the Dispute to them, then the matter shall immediately be submitted to a representative of executive management from each of Utility and LACMTA to resolve the Dispute;
- (c) in the event that the representatives of executive management nominated by Utility and LACMTA under Section 9.3(b) (*Resolution Processing*) are unable to resolve the Dispute within a reasonable time not to exceed 90 days or such other time as may be agreed to by the parties in writing from the date of submission of the Dispute to them, then: (i) the Parties may mutually agree to refer the Dispute to an alternative dispute resolution process; and (ii) each Party may assert its other rights and remedies provided under this Agreement and/or any rights and remedies as provided by Applicable Law.

9.4 Documentation of Disputes

All Disputes utilizing the dispute resolution procedure set out in this ARTICLE 9 shall be documented in writing by each Party and shall state the specifics of each alleged Dispute and all actions taken.

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, Utility agrees, if requested by LACMTA pursuant to Section 2.2 (Work Orders), and if deemed possible and feasible by Utility (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 Utility for the additional out-of-pocket, actual costs.

10.2 Approvals, Further Documents, and Actions

- (a) Any determination, acceptance, approval, consent, permission, satisfaction, agreement, waiver, authorization or any other similar action (collectively, "**Approval**") required or permitted to, be given by any Party pursuant to this Agreement or any Work Order:
 - (i) must be in writing to be effective (except as otherwise specifically allowed by this Agreement); and
 - (ii) shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval.
- (b) The Parties agree to execute such further documents, agreements, instruments, and notices, and to take such further actions, as may be necessary or appropriate to effectuate the transactions contemplated by this Agreement.

10.3 Notices

- (a) Except as otherwise provided in this Agreement, all notices or communications pursuant to this Agreement shall be in writing and: (i) delivered personally; (ii) sent by U.S. 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, to the following addresses (or to such other address as may from time to time be specified in writing by such person):

To Utility:
CenturyLink Communications (Brand name "Lumen Technologies")
1550 Marlborough Ave
Riverside, CA 92507
Attn: Bryan Church, Field OSPE

And Copy To:
Digital communication of notices to: relocations@lumen.com; bryan.church@lumen.com; and cc to: clem.helmstetter@lumen.com Reference Project # P-230066

With a copy for default notices only to:

Lumen Technologies (CenturyLink)
931 14th Street
Denver, CO 80202
Attn: Law Department

To LACMTA:

Deputy Executive Officer, Third Party Administration
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Email: cervantese@metro.net
Attn: Eduardo Cervantes

With a copy to:

Senior Executive Officer, Real Estate
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 22nd Floor
Los Angeles, CA 90012
Email: rockwellh@metro.net
Attn: Holly Rockwell

County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Email: saferc@metro.net

- (b) Any notice served personally shall be deemed delivered upon receipt, and any notice served by U.S. certified mail or by recognized overnight mail or courier service shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service, 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 this Section 10.3). 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, a Sunday, or a federal public holiday. Utility or LACMTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice given to the other Party in accordance with this Section 10.3.
- (c) The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each such alternate procedure shall be described, in writing and signed by the LACMTA Representative and by the Utility Representative.

10.4 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; provided, however, said consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement is

binding upon and will inure to the benefit of LACMTA and Utility and their respective successors and permitted assigns.

10.5 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 terms 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 terms of such waivers).

10.6 Entire Agreement and Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.

10.7 Time

In accomplishing all work and performing all other acts required under this Agreement, time is of the essence.

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 LACMTA and Utility for default in performance under this Agreement or any Work Order are in addition to any other rights or remedies provided by law.

10.9 Severability

If any part of this Agreement is found to be invalid or unenforceable by a ruling or decision reached in accordance with ARTICLE 9 (Resolution of Disputes), or otherwise by a court having proper jurisdiction, such finding shall not invalidate the remaining portions hereof, but such provisions shall remain in full force and effect to the fullest extent permitted by law; provided, however, that the Parties shall immediately renegotiate, reasonably and, in good faith, the terms or provisions found to be invalid, as well as any other terms and provisions as necessary to achieve as nearly as possible the Parties' original contractual intent.

10.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

10.11 Limitation on Third Party Beneficiaries

Nothing in the terms of this Agreement is intended: (a) to create duties for, obligations to, or rights in third parties not parties to this Agreement, except to the extent that, specific provisions (such as the indemnity provisions) identify third parties and provided that they are entitled to benefits hereunder; or (b) to affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of highways, Transit Projects and other public facilities that is different from the standard of care imposed by Applicable Law.

10.12 Survival

The representations, warranties, indemnities, waivers and dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes), all payment obligations hereunder incurred prior to termination of this Agreement, and all other provisions that by their inherent nature should survive termination of this Agreement, shall survive the termination of this Agreement for the period of the applicable statute of limitations.

10.13 Confidential Information

It may be necessary or advisable for LACMTA to share confidential information with Utility to carry out the objectives of this Agreement for a particular Transit Project. In connection with such sharing of confidential information, the Parties shall enter into a Non-Disclosure Agreement in the form attached as Part B of Exhibit 3 (Forms) to preserve the confidentiality of such information. A separate Non-Disclosure Agreement shall be entered into for each Transit Project as applicable.

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.

"Abandonment" means the permanent termination of service of an existing Utility Facility (or a portion of it) and, if the Utility Facility (or portion of it) is not being removed from its existing location, the work necessary to permit such abandoned Utility Facility to remain in place in accordance with Applicable Law. "Abandoned" shall be construed accordingly.

"Adjacent Work" means any removal, demolition, repair, restoration, relocation or reconstruction of existing Utility Facilities and/or construction of new Utility Facilities and/or other physical works by Utility or a Utility Contractor that is performed or to be performed within, or within 100 feet of, a Transit Project Right-of-Way or Construction of a Rearrangement; or the performance of which is otherwise reasonably likely to conflict with the design, construction, operation or maintenance of a Transit Project.

"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 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.

"Applicable Contractor" means a LACMTA Contractor or a Utility Contractor, as the context requires.

"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 Subject Transit Project, 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" is defined in Section 10.2(a) (Approvals, Further Documents, and Actions).

"Archaeological Remains" means any antiquities, fossils, coins, articles of value, precious minerals, cultural artifacts, human burial sites, paleontological and human remains, articles of scientific interest and other

similar remains of archaeological, paleontological or scientific interest discovered in any part of the Transit Project Right-of-Way.

"Basis of Design" means the basis of design defined by LACMTA in the Work Order for Design, Design Support and/or other Design-related activities for a Rearrangement which shall, depending on the contracting mechanism adopted by LACMTA for the Subject Transit Project, be:

- (a) the 60% Design Documentation for the Rearrangement approved (or deemed approved) by Utility under the terms of this Agreement;
- (b) the scope, specifications and requirements that form the basis of the applicable request for proposal issued by LACMTA for the part of the Subject Transit Project scope of work that includes or necessitates the Rearrangement; or
- (c) such other level of Design Development agreed in the applicable Work Order.

"Betterment" means work performed in connection with any Rearrangement or as part of a Rearrangement:

- (a) comprising an upgrade, change or addition to a Utility Facility (or a part of a Utility Facility) requested by Utility that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that Utility Facility over that which was provided by the Utility Facility prior to the Rearrangement; or
- (b) for which the Utility Standards applicable to that Rearrangement are changed or added to after the establishment of the Basis of Design for that Rearrangement,

provided that 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 Subject Transit Project;
- (ii) an upgrade resulting from Design or Construction in accordance with the applicable Utility Standards as set out in Section 3.5 (Utility Standards) and any changes or additions to those Utility Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by Utility in breach of Section 3.5(a) (Utility Standards);
- (iii) measures to mitigate environmental impacts identified in the Subject Transit Project's final environmental impact report or statement and any supplemental environmental reports for the Subject Transit Project;
- (iv) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size; or
- (v) an upgrade that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the applicable Basis of Design for the Subject Transit Project.

"Compliance Comment" means a comment on, objection to, or the withholding of approval to a submittal on the basis of one or more of the following:

- (a) the Design or Construction work that is the subject of the submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance with the submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or
- (b) not all content required with respect to the submittal has been provided.

"Conflicting Facility" means an existing Utility Facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain a Transit Project including as a result of:

- (a) a physical conflict between the Transit Project (including its construction, operation, maintenance or use) and the Utility Facility; and/or
- (b) even where there is no physical conflict, an incompatibility between the Transit Project Facilities as designed and the Utility Facility based on the requirements of Utility Standards, LACMTA's applicable standards, and/or Applicable Law.

"Construction" means all construction activities related to a Rearrangement including the removal, demolition, replacement, restoration, alteration or realignment of Conflicting Facilities and the procurement, installation, inspection and testing of Replacement Facilities including temporary and permanent materials and equipment. "Construct" shall be construed accordingly.

"Cost" means all eligible direct and indirect costs actually incurred for activities or work performed or materials acquired by Utility or a Utility Contractor in accordance with the terms of this Agreement, less (in respect of Utility) credits to LACMTA as provided in Section 6.3 (Reimbursements and Credits to LACMTA) where:

- (a) eligible direct costs include allowable direct labor costs, equipment and materials costs, and storage and transportation costs of materials salvaged for Utility's use in performing the applicable work;
- (b) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for Utility 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 Utility under this Agreement.

"County" means the County of Los Angeles, California.

"CPUC" means the California Public Utilities Commission.

"Days" or **"days"** means, unless otherwise stated, 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 Support" means Design support to assist LACMTA and the LACMTA Contractors to identify Conflicting Facilities and progress Design Development and preparation of a Final Design for Rearrangements including by:

- (a) identifying potential conflicts and impacts including Utility Facilities in which service must be maintained without interruption, Utility Facilities in which service may be permanently Abandoned, Utility Facilities which may be temporarily Abandoned and the maximum allowable duration of such temporary Abandonment;
- (b) estimating duration of street closures or restrictions necessary to construct Rearrangements of Utility Facilities; and
- (c) conducting exhaustive research to locate all: (i) as-built plans including site specific schematics, maps, legal description of land, prior physical work logs, soils and hazardous substance data if any, and other available or related data; (ii) prior agreements including franchise, license, and other agreements with railroads, LACMTA, local agencies or other third parties; and (iii) any other Utility-specific or proprietary design details relevant to the identification of Conflicting Facilities and Design Development and preparation of a Final Design for Rearrangements.

"Dispute" is defined in Section 9.1 (Attempt to Resolve).

"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 Utility.

"Emergency" means an unexpected situation that poses an immediate danger to health, life, property, or environment and that requires immediate action. An example of an Emergency situation includes, but is not limited to, damage to a fiber optic cable which supports governmental services. "Emergencies" shall be construed synonymously.

"Environmental Law" means all Applicable Laws, regulations, codes, and common law applicable to LACMTA or to the work under this Agreement, now or hereafter in effect relating to pollution control, remediation, hazardous or contaminated substances, resource conservation and management, protection of public health, public welfare, and the environment.

"Facility" means real or personal property identified within the route of a Transit Project, such as structures and improvements located on public rights-of-way under the jurisdiction of the County, City, public or private Utility, or LACMTA including streets, highways, bridges, or alleys. Examples of facilities include: storm drains, sanitary sewers, landscaping, trees, traffic signals, street lights, parking meters, police and fire alarm systems, manholes, poles, anchors, ducts, cables, structures, utility boxes, communications facilities, cables, and fibers.

"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 plan status and with the Design being signed and sealed by the 'Engineer of Record'.

"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 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 of Exhibit 3 (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 Subject Transit Project or any other work to be performed under the terms 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 LACMTA.

"LACMTA" is defined in the Preamble.

"LACMTA Contract" means any contract, subcontract or other form of agreement between LACMTA and a LACMTA Contractor or between a 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 a Transit Project, any Rearrangement or otherwise contemplated under the terms of this Agreement and any other person with whom any LACMTA Contractor has further subcontracted part of such works.

"LACMTA Representative" is defined in Section 2.1(a) (Governance).

"Non-conforming Work" means Design work or Construction work not in accordance with the requirements of this Agreement.

"Normal" Submittal is defined in Section Error! Reference source not found. of Exhibit 1 (Submittal Review Procedure).

"Notice" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"Package" means each package of Design Documentation submitted in accordance with this Agreement.

"Planning Phase" means, with respect to a Transit Project, the phase in which LACMTA carries out activities related to the planning and environmental clearance of the relevant Transit Project including, but not limited to:

- (a) conducting alternative analysis and feasibility studies;
- (b) preparing the draft and final environmental impact reports/statements required by Applicable Law;
- (c) preparation of Advanced Conceptual Engineering;
- (d) seeking LACMTA board approval of the locally preferred alternative;
- (e) seeking certification of the final EIR by the LACMTA board;
- (f) activities related to FTA issuance of the record of decision; and
- (g) preparation of the mitigation monitoring and reporting plan.

"Potential Notice of Betterment Form" means the form set out in Part C of Exhibit 3 (Forms).

"Project Labor Report" is defined in Section 7.1(a)(ii) (Procedures for Utility Billings to LACMTA).

"Protection-in-Place" means any activity undertaken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, avoidance of a Utility Facility's location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. "Protected-in-Place" will be construed accordingly.

"Rearrangement" means the work of relocation, removal, rearrangement, Abandonment or Protection-in-Place of a Conflicting Facility or a part of it, whether permanent or temporary, which LACMTA determines in its sole, reasonable discretion is necessary in order for a Transit Project to comply with Applicable Law or otherwise which LACMTA and Utility mutually agree is necessary in order to accommodate construction, operation, maintenance or use of a Transit Project. "Rearranged" will be construed accordingly.

"Reduced" Submittal is defined in Section Error! Reference source not found. of Exhibit 1 (Submittal Review Procedure).

"Remedial Action" is defined in Section 4.8(d) (Responsibility for Remedial or Protective Action).

"Replacement Facility" means a Utility Facility that may be constructed or provided under the terms of this Agreement as a consequence of a Rearrangement.

"Service Life" means total useful life of a Utility Facility in years after it is first constructed and functional for the intended service or conveyance, except for any segment of the Utility's service, distribution, or transmission lines, regardless of the length of time involved.

"Service Life Credits" means the remaining unused portion of a Utility's Service Life, converted to cost or dollars, for the purpose of calculating the proportional share of cost between LACMTA and Utility where applicable.

"SSPWC" means Standard Specifications for Public Works Construction.

"Subject Transit Project" when referenced generally, means a Transit Project involving or likely to involve a Rearrangement; or when referenced in connection with a particular Rearrangement, means the Transit Project which necessitates such Rearrangement; provided, however, that if LACMTA enters into more than

one LACMTA Contract for construction of a particular Transit Project, then where the context so requires, the term "Subject Transit Project" shall refer to that portion of such Transit Project which is being Constructed by a particular LACMTA Contractor and which necessitates such Rearrangement.

"Submittal Review Timetable" means the timetable for review of submittals set out in Section Error! Reference source not found. of Exhibit 1 (*Submittal Review Procedure*).

"Temporary Facility" means a facility constructed for the purpose of ensuring continued service while a Utility Facility is taken out of full or partial service as part of any Rearrangement work, but which will be removed, relocated or restored to its original condition after such work is complete.

"Transit Projects" means the design, construction, operation and/or maintenance of light rail, heavy rail (including subway) Busway, tram, or other related systems proposed by LACMTA as public works or public transportation type projects to predominately move passengers in a large metropolitan city-county environment and includes:

- (a) the design and construction work undertaken by or at the direction of the LACMTA in order to create either a new system or to modify, alter, extend or maintain an existing Transit Project, whether or not such work is described in the Recitals;
- (b) the LACMTA proposed projects and systems described in the Recitals; and
- (c) Freeway High Occupancy Toll (HOT) lanes related projects (including Express Lanes/Fastrak, etc.) undertaken by or at the direction of LACMTA,

and "Transit Project" shall mean any one of such projects.

"Transit Project Facility" means a Facility that is a component of or an appurtenance to a Transit Project including a station, the rail trackage infrastructure, a related maintenance facility, signaling and train control system.

"Transit Project Right-of-Way" means:

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

"Utility" is defined in the Preamble.

"Utility Contract" means any contract, subcontract or other form of agreement between Utility and a Utility Contractor or between a Utility Contractor and its lower tier subcontractor.

"Utility Contractor" means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by Utility to carry out Design, Construction or other work with respect to any Rearrangement or otherwise contemplated under the terms of this Agreement and any other person with whom any Utility Contractor has further subcontracted part of such works.

"Utility Facility" means any line, facility or system:

- (a) under the ownership or operating jurisdiction of Utility;

- (b) impacted by the construction, operation and/or maintenance of a Transit Project; and
- (c) used for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste or other similar public utilities, including wires, cables, poles, cross-arms, anchors, guys, fixtures, vaults, conduits, duct banks, vents, fittings, pipelines and manholes together with any and all necessary appurtenances but excluding any buildings of Utility or other facilities or property of Utility, whether or not devoted to public use, not used for transmitting or distributing a public utility or not impacted by the construction, operation and/or maintenance of a Transit Project.

"Utility Representative" is defined in Section 2.1(a) (Governance).

"Utility Standards" means Utility's written design and safety standards applicable to the Design of a Rearrangement, as notified to and agreed to by LACMTA in accordance with the terms of this Agreement.

"Work Order" means a work request submitted by LACMTA to Utility authorizing the performance of any work associated with a Transit Project and the associated purchase of required materials.

11.2 Construction and 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) (Construction and Interpretation), 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) 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) and the masculine, feminine and neuter genders shall each be deemed to include the other or others whenever the context so indicates;
 - (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.

[AGREEMENT SIGNATURES APPEAR BELOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

UTILITY: CENTURYLINK COMMUNICATIONS, LLC

Field Operations Manager:

APPROVED AS TO FORM:

By (Signature): Pablo Mercado
Pablo Mercado (Aug 3, 2024 10:58 PDT)
Print Name: Pablo Mercado
Print Title: SR MGR Field Ops
Date Signed: digital date above

By: Michael Casey
Michael Casey (Aug 3, 2024 10:42 PDT)
Print Name: Michael Casey
Print Title: MGR Construction Reimbursement
Date: digital date above

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION:

Chief Program Management Officer:

APPROVED AS TO FORM:

By (Signature): _____
Print Name: _____
Print Title: _____
Date Signed: _____

By: _____
Print Name: _____
Print Title: _____
Date: _____

EXHIBIT 1

Submittal Review Procedure

1. DESIGN BY UTILITY

1.1 If LACMTA and Utility mutually agree that Utility or its contractor shall Design a particular Rearrangement, Utility shall Design each Rearrangement, as well as provide Design Support. Prior to commencing Design, Utility shall submit a Form 60 to estimate the Design and Design Support total effort. Utility shall proceed with Design of such Rearrangement in accordance with the following:

1.2 Utility shall diligently perform its Design work in conformance with the Design schedule for the Rearrangement that is mutually agreed upon by LACMTA and Utility, subject to Section 2.3.6. Utility shall coordinate with LACMTA as is necessary to develop plans satisfactory to both MTA and Utility for each Rearrangement, with appropriate traffic control plans, subject to the requirements of this Agreement. The schedule for Utility's completion of Design, coordination requirements, review procedures, and related provisions shall be included as attachments to the Work Order, which shall also include the not-to-exceed cost of completing the Design of the specific Rearrangements based upon the Form 60. Betterments shall be addressed in accordance with Article 5.

1.3 Utility shall prepare a complete set of Design plans, traffic control plans, and specifications for each Rearrangement, together with (a) Utility's itemized estimate of the total Cost of work, and (b) an estimate of the time needed to perform the required Rearrangement Construction. During Utility's Design process for each Rearrangement, LACMTA shall have the right to review and comment on the plans and specifications as well as on the Cost and time estimates. In order to facilitate such review, Utility shall submit to LACMTA its Design product for each Rearrangement at the completion of the Preliminary Engineering and Design Development phases; provided, however, that LACMTA shall provide any comments on such Design products to Utility within 30 days after receipt, and if LACMTA comments are not received by Utility within the thirty (30) day period, Utility's Design plans and specifications shall be deemed approved. All final Designs, including time and cost estimates, shall be subject to MTA's written approval. Unless otherwise expressly provided for herein, Utility may not change the plans and specifications prior to or during the progress of Construction, except with prior written concurrence of LACMTA, LACMTA's review and approval of any Design furnished by Utility shall be solely for purposes of assessing compatibility of the Rearranged Utility Facilities with the Subject Transit Project, coordination with LACMTA's work on the Subject Transit Project, and Cost issues. LACMTA has and undertakes no duty to review such Designs for their quality, suitability for the intended purpose or for the adequacy of Rearranged Utility Facilities (as designed) for the purposes for which they are intended to be used.

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

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

1.6 The following scheduling provisions shall apply:

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

(b) As soon as reasonably practicable, Utility shall submit to LACMTA any modified Design necessitated by LACMTA's review and comments pursuant to Section 1.3, but not later than thirty (30) days, or such later date as the Parties may mutually agree, after Utility's receipt of LACMTA's comments.

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

2. DESIGN PERFORMED BY LACMTA

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

2.2 Coordination of Design and the development of the Design plans and specifications shall be accomplished through the LACMTA Representative who shall confer from time to time with the Utility Representative, except to the extent that responsibility for same has been delegated to LACMTA's Contractors in accordance with Article 3.1.

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

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

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

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

(b) The provisions of this Section 2.3 also will apply to any re-submittal of a Design. by LACMTA, whether in response to a Utility notice or return of an incomplete submittal, or in response to substantive Utility comments.

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

EXHIBIT 2

Inspection and Acceptance Procedure

1. INSPECTION DURING CONSTRUCTION

- 1.1 Each Party shall give the other Party at least five days' notice prior to commencing a Rearrangement for which it is responsible to enable such other Party to make arrangements for inspection of such work.
- 1.2 Any Construction of Rearrangements performed by LACMTA (directly or through the LACMTA Contractors) under this Agreement shall be subject to inspection and final acceptance by Utility provided that any such inspection carried out by Utility shall be solely for the purposes of assessing whether the Construction work conforms with, subject to Section 3.5 (Utility Standards) of this Agreement, the Utility Standards. Such inspection services shall be authorized by LACMTA under a Work Order issued in accordance with Section 2.2 (Work Orders) of this Agreement and shall be considered a Cost hereunder. If Utility inspection services are authorized under a Work Order, Utility shall:
- (a) provide inspectors at LACMTA's cost as needed to comply with the schedule for such inspections set out in the Work Order;
 - (b) cooperate and coordinate with the LACMTA Representative and the LACMTA Contractors to observe and inspect any Rearrangements so that upon completion of Construction, Utility will have a basis for acceptance of the work;
 - (c) ensure that all Utility inspectors submit copies of daily written inspection reports to LACMTA, each within 48 hours after such inspection; and
 - (d) remove and replace any inspector three days after LACMTA's reasonable written request.
- 1.3 Any Construction work performed by Utility or a Utility Contractor pursuant to a Work Order agreed under the terms of this Agreement shall be subject to LACMTA inspection and final acceptance.
- 1.4 If, in carrying out an inspection, a Party identifies Non-conforming Work, the Party must provide the other Party with immediate Notice with detailed reasons (and in any event, no later than 48 hours from discovery). The Party that performed the relevant work must rectify any Non-conforming Work.
- 1.5 Utility shall not have any inspection rights with respect to any structures or physical elements that are owned and maintained by LACMTA, a LACMTA Contractor, or a tenant or licensee of LACMTA.
- 1.6 Utility acknowledges and agrees that LACMTA may delegate its inspection and acceptance rights under this Exhibit 2 to an independent engineer appointed under the terms of any LACMTA Contract.

2. ACCEPTANCE PROCEDURE

- 2.1 Promptly following completion of any Rearrangement, the Party that performed the Construction shall notify the other Party that the Rearrangement is ready for final inspection.
- 2.2 The final inspection shall be carried out within 10 days of receipt of a notice under Section 2.1 (Acceptance Procedure) and within five days of the completion of the final inspection, the inspecting Party shall notify the other Party of any Non-conforming Work. If no Notice is received, the relevant work will be deemed accepted by the inspecting Party.
- 2.3 Utility shall accept all Rearrangements that are in conformance with the Utility Standards.

EXHIBIT 3

Forms

Part A: Form 60 (Modified for URA)

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
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 , has not , 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 , has not , 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		
Track Allocation Request for Metro active rail 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:		

Below, list all of Utility's Authorized Personnel (as defined in the Non-Disclosure Agreement (NDA) set out in Part B of Exhibit 3 to the Utility Cooperative Agreement (URA)) and Affiliates with executive-level involvement and decision making, provide name, Utility, job title, and relation to Utility.

Authorized Personnel			
Name	Utility (or Affiliates)	Title	Relation to Utility

Part B: Form of LACMTA-Utility Non-Disclosure Agreement

Non-Disclosure and Confidentiality Agreement – [Insert name of applicable Transit Project]

This Non-Disclosure and Confidentiality Agreement ("**Agreement**") is made effective as _____, 20__ (the "**Effective Date**") by and between CenturyLink Communications, LLC, and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**"), (each a "**Party**" and collectively the "**Parties**").

RECITALS

- (A) The Parties have entered into a Utility Reimbursement Agreement between Utility and LACMTA dated _____, 20__ (the "**URA**") to agree the rights and obligations of the Parties in connection with the rearrangement of portions of Utility's facilities as may be required as part of the design, construction, operation and maintenance of LACMTA's proposed transit projects.
- (B) LACMTA may share certain Information relating to [insert name of relevant Transit Project] with Utility for the limited purpose of carrying out its obligations as described in the URA (the "**Purpose**"). As contemplated by the URA, the Parties wish to enter into this Agreement to record their rights and obligations with respect to the Information as are necessary to preserve the confidentiality of such Information.

NOW THEREFORE, the Parties hereby agree to the following:

AGREEMENT

1. DEFINITION OF INFORMATION AND SSI

Materials and information including indicative and draft drawings or design specifications ("**Information**") may be released by LACMTA to Utility in connection with the Purpose. All or part of the Information may be designated as Security Sensitive Information ("**SSI**") and confidential information or may be exempt from disclosure to the public or other unauthorized persons as provided under 49 CFR 1520.5(a) and/or California Government Code sec. 6254.

2. NON-DISCLOSURE/USE OF INFORMATION

2.1 The terms of this Section 2 are subject to Section 5 below.

2.2 Utility agrees to preserve the confidentiality of the Information, and shall not use it or permit it to be accessed or used, except for the Purpose as stated in this Agreement. Utility will take all reasonable and necessary steps to protect the Information and prevent disclosure of the Information to any unauthorized person. Any disclosure of the Information that is deemed necessary in connection with the Purpose shall be in accordance with the terms and conditions of this Agreement.

2.3 Utility shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication to any unauthorized person.

2.4 Utility shall manage, store, and use Information which is disclosed in a digital or electronic format in a secure platform (including password protection, encryption, and/or utilizing cyber-secured storage that prevents use and access by any persons not authorized to use/access such Information pursuant to the terms of this Agreement). Utility agrees that it will not copy, install or load any Information onto any platform that is connected to an internal or external system network, or to the internet, unless Utility has demonstrated to the satisfaction of LACMTA that the Information is protected with appropriate security protocols that ensure the security of the Information.

- 2.5 Utility shall not disclose or cause to be disclosed any Information to anyone, except to Utility's designated employees, agents, representatives, contractors, subcontractors, advisors or consultants who ("**Authorized Personnel**") (a) require direct access to the Information to assist Utility, or act on its behalf, in relation to the Purpose as stated in this Agreement; (b) are informed by Utility of the confidential nature of the Information and of the terms of this Agreement; and (c) have executed an acknowledgement of the terms of this Agreement in the form attached as Attachment A ("**Acknowledgement of Authorized Personnel**"). Upon request by LACMTA, Utility shall provide copies of each executed Acknowledgement of Authorized Personnel to LACMTA.
- 2.6 Utility shall be responsible for any act and/or omission of any Authorized Personnel in breach of this Agreement. If Utility becomes aware of any breach of the terms of this Agreement including, without limitation, that Information has been used or disclosed to a person other than the Authorized Personnel in violation of this Agreement, Utility shall: (a) give LACMTA notice of the use or disclosure within one business day of Utility's knowledge of the breach; (b) take all reasonable steps to recover the Information; and (c) obtain agreement by the person that received the Information that it will not disclose the Information to other person and will protect the Information from further disclosure.
- 2.7 If, upon receipt of the Information, Utility or any of its Authorized Personnel recognize that it/they (respectively) are competitors of LACMTA's consultant, contractor, or other third party provider that has developed the Information, Utility shall immediately give written notice to LACMTA of this fact and shall not open, or otherwise take any action that may permit the Information to be used by Utility or its Authorized Personnel before LACMTA has an opportunity to resolve any potential conflicts regarding use of the Information by Utility and/or Authorized Personnel (as applicable).
- 2.8 Utility shall be permitted to make copies of the Information solely as necessary to carry out the Purpose, which shall be protected in the same manner as the original Information and shall be subject to Section 3.2 and the other terms of this Agreement.
3. **OWNERSHIP AND RETURN/DESTRUCTION OF INFORMATION**
- 3.1 All Information disclosed by LACMTA under this Agreement is and shall remain the property of LACMTA and may be recalled by LACMTA at any time.
- 3.2 Subject to Section 5 below, upon receipt of a written request from LACMTA, or upon termination of this Agreement, Utility must: (a) promptly collect all copies of the Information in the possession or control of Utility and its Authorized Personnel, and deliver to LACMTA all of the Information, including all copies, reproductions, and facsimiles, within 10 days from receipt of a request to that effect; or (b) if specified in LACMTA's request, destroy the Information (or part of it) and provide LACMTA written certification of such destruction within 10 days from receipt of the request to that effect. The return or destruction of any Information shall not release Utility from its obligations under this Agreement.
- 3.3 Utility shall not be required to return Information that is subject to a pending Legal Compulsion pursuant to applicable law as contemplated in Section 5.
4. **MARKING OF INFORMATION**
- Information shall be marked "Confidential" and/or "SSI". Notwithstanding the foregoing, failure to mark any Information as Confidential or SSI shall not exclude any Information from the protection of the terms and conditions in this Agreement.
5. **LEGAL COMPULSION; DUTY TO SEEK PROTECTION**
- If Utility (including its Authorized Personnel) is served with a subpoena, administrative or court order, or other legal process ("**Legal Compulsion**") that requires Utility to produce or provide Information (or any part of it)

supplied by LACMTA to Utility, Utility shall, unless prohibited by the terms of the Legal Compulsion, immediately provide LACMTA with a copy of the Legal Compulsion, so that LACMTA may seek a protective order or other appropriate remedy to excuse Utility from compliance therewith before the time specified for Utility's compliance. In the event that: (a) Utility must immediately comply with a court order or other Legal Compulsion; (b) a protective order or other remedy is not obtained by LACMTA; or (c) LACMTA notifies Utility in writing that it does not intend to seek a protective order or other remedy or expressly waives compliance with the terms of this Section 5 in writing, Utility will furnish only that portion of the Information which is legally required and will exercise its best efforts to obtain assurance that Information will be treated as confidential. Upon receipt of notice of a Legal Compulsion, LACMTA shall have the right to demand the return of any copies of the Information provided to Utility.

6. NO LICENSE, RIGHTS TO INTELLECTUAL PROPERTY

Nothing in this Agreement shall be construed as a permit or license, or a grant of any right by LACMTA to Utility to use the Information disclosed by LACMTA to Utility or its Authorized Personnel for any purpose other than the Purpose as specifically stated in this Agreement and in accordance with the terms and conditions of this Agreement. This Agreement will not be construed in any manner to be an obligation to enter into any subsequent arrangements. This Section 6 shall survive the termination or expiration of this Agreement.

7. NO WARRANTY

Information is provided "as-is" and LACMTA makes no representation or warranty of any kind, express or implied, with respect to the suitability, accuracy or non-infringement of third party rights.

8. NOTICE OF IMMUNITY UNDER THE DEFEND TRADE SECRETS ACT

Utility warrants that it will provide each of its Authorized Personnel written notice that the Defend Trade Secrets Act, 18 U.S.C. § 1833(b) provides an immunity for the disclosure of a trade secret to report a suspected violation of law and/or in an anti-retaliation lawsuit, prior to granting them access to Information, as follows:

- (a) Immunity. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made: (i) (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of report or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- (b) Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

9. RESTRICTIONS ON RELEASE OF INFORMATION

With regard to Information disclosed by LACMTA, such Information may constitute public records that are exempt from release under the California Public Records Act (California Government Code sec. 6250 et seq.) and shall not be deemed releasable to any third party under the terms of this Agreement. Therefore, Utility shall not release any LACMTA Information to any third party not covered by the terms of this Agreement.

10. REMEDIES

Utility acknowledges that damages for improper disclosure of Information may be irreparable; therefore, LACMTA may enforce its rights under this Agreement by any and all available remedies, including, without

limitation, equitable relief including a temporary restraining order, or preliminary or permanent injunction for any violation or threatened violation of this Agreement by Utility, any Authorized Personnel or any other person that has received or obtained access to the Information.

11. **INDEMNITY**

Utility shall defend, indemnify and hold harmless LACMTA and its respective affiliates, officers, directors, members, shareholders, employees, agents, representatives, assigns, and successors from and against all liabilities, expenses (including reasonable attorneys' fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature arising from or in any way connected with (a) the use, misuse, receipt or disclosure of the Information; or (b) a breach by Utility or any of its Authorized Personnel, employees, agents, representatives, contractors, or subcontractors of any obligations arising pursuant to this Agreement.

12. **TERM AND TERMINATION; CONTINUING OBLIGATIONS**

12.1 The term of this Agreement shall commence on the Effective Date and shall terminate on the date falling [three] years after the Effective Date, unless earlier terminated or extended by mutual written agreement of the Parties (the "Term"). Each Party's rights and obligations under this Agreement, including without limitation with respect to trade secrets and confidentiality obligations, will survive the expiration or termination of this Agreement, and such rights and obligations shall endure perpetually.

12.2 Upon expiration or termination of this Agreement, Utility shall return and/or destroy Information in accordance with Section 3.2.

13. **GENERAL**

13.1 Notices. All notices concerning this Agreement shall be delivered in the manner prescribed in the URA.

13.2 Amendments. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by the Parties or their respective successors in interest.

13.3 Severability. If: (a) any provision of this Agreement is held by a court of competent jurisdiction as to be invalid, void or unenforceable; and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Agreement, then the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

13.4 No Agency. Nothing in this Agreement shall be construed to render either Party an agent, employee, representative, joint venturer or partner of the other Party.

13.5 No Assignment. 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.

13.6 Governing Law and Application. This Agreement will be governed and construed and enforced in accordance with the laws of the State of California. Any dispute arising in connection with this Agreement shall be submitted only to a state court of competent jurisdiction in the Central District of the Superior Court in the County of Los Angeles, to whose jurisdiction the Parties consent.

13.7 Costs and Expenses. Unless expressly stated otherwise, each Party shall bear its own costs and expenses (including, without limitation, any attorneys' fees and costs) incurred in complying with this Agreement.

13.8 Representation on Authority of Parties/Signatories. Each Party represents and warrants that the person signing this Agreement on its behalf is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations under this Agreement have been duly authorized and that

the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

- 13.9 No Waiver. No failure or delay of a Party to exercise any of its rights under this Agreement or the waiver by a Party of any condition for its benefit shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach of this Agreement shall not be deemed to be waiver of any other or any subsequent breach.
- 13.10 Counterparts and Signatures. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver to the other Party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each Party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other Party to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

UTILITY: CENTURYLINK COMMUNICATIONS, LLC

Chief Executive/Operations Officer:

APPROVED AS TO FORM:

By (Signature): *Gary L. Nelson*
Gary L. Nelson (Aug 3, 2024 17:30 MDT)

By: *Michael Casey*
Michael Casey (Aug 3, 2024 17:42 PDT)

Print Name: Gary Nelson

Print Name: Michael Casey

Print Title: DIR West Coast Ops (Ops Officer)

Print Title: MGR Construction Reimbursement

Date Signed: digital date above

Date: digital date above

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION:

Chief Program Management Officer:

APPROVED AS TO FORM:

By (Signature): _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date: _____

Attachment A

Acknowledgement of Authorized Personnel

I, _____ (enter full name) ("Authorized Personnel"), am engaged as a _____ (enter role e.g. employee, consultant, advisor) of [●] (the "Utility").

I have been provided with and have read the Non-Disclosure and Confidentiality Agreement between Utility and the Los Angeles County Metropolitan Transportation Authority dated _____, _____ (the "NDA").

I understand that as an Authorized Personnel, I am being provided with access to the Information for the Purpose described in the NDA, as such terms are defined in the NDA and acknowledge that I am required to comply with the terms and conditions contained in the NDA.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Part C: LACMTA "NOTICE OF POTENTIAL BETTERMENT" FORM

Word file of the latest version of this form is available upon request from LACMTA's assigned Third Party Administration (TPA) Representative.

Alternatively, a written memorandum on Utility's letterhead may be submitted to the TPA Representative with the following required information:

1. Scope: Describe in detail with reference to applicable sections of this Utility Reimbursement Agreement, Utility Standards, and Applicable Law including any relevant codes.

Note the following common reasons for denial:

- (a) Scope is not per agreed Utility Standard or a legal requirement.
 - (b) Scope added after establishment of Basis of Design.
 - (c) Scope is not endorsed by LACMTA as a Transit Project requirement.
 - (d) Scope is not identified in the EIR or amendments
2. Detailed Justification: Why does Utility believe the scope is not a Betterment? Cite specific prior cases, exceptions under Applicable Law including any relevant codes, project-specific reasons, etc.
 3. Cost Estimate: Use Form 60 to provide a detailed cost breakdown as proposed for the Betterment in question.
 4. Where Utility Agrees Scope is a Betterment and Provides Separate Funding: the source of funds must be specified, Utility approved financial documents supporting validity and timing of funds must be provided, and a determination regarding whether Utility will commit to provide adequate front funding for cash-flow must be made.
 5. Signatures: The form shall provide a signature block with two signatures from Utility Representatives, agreeing to the information provided.
 6. LACMTA Signatures: The form signature block area shall provide for LACMTA to countersign with two LACMTA Representative signatures with checkboxes indicating whether the Betterment proposal is denied or approved.

EXHIBIT 4

Federal and Other Requirements

This Agreement, as to certain Transit Projects as notified by LACMTA under Section 2.6 (Governmental and Lender Requirements) of this Agreement, may be subject to a financial assistance agreement with the U.S. Department of Transportation, Federal Transit Administration, and as such is subject to the following terms and conditions and such other terms and conditions notified by LACMTA under Section 2.6 (Governmental and Lender Requirements) of this Agreement as to such Transit Projects only:

1. AUDIT AND INSPECTION

- 1.1 Utility shall comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by LACMTA from third parties (provided that LACMTA gives reasonable notice of such requirements to Utility). Utility shall permit the authorized representatives of LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, any other government agency, and/or financial institution providing funding or oversight on a Subject Transit Project to inspect, audit and copy, during normal business hours and upon reasonable notice, all non-privileged or non-confidential cost and other relevant records relating to performance by Utility, its contractors and subcontractors under any Work Order issued to Utility for a Subject Transit Project or Rearrangements, from the date of this Agreement through and until not less than three years after the date of termination or expiration of this Agreement, except:
 - (a) in the event of litigation or settlement of claims arising from performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto; and
 - (b) such later date as is required by the rules and regulations of any such government agency or financial institution (provided LACMTA gives reasonable notice of such later date to Utility).

Each Party shall bear its own costs and expenses in connection with undertaking any audit, and in responding thereto.

- 1.2 Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this Exhibit 4, Utility represents and warrants that such records are accurate. Utility further agrees to permit the Federal Transit Administration and its contractors access to sites of performance under this Agreement as may be reasonably required. In the case of such contractors, consultants, subcontractors and suppliers, any records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

2. INTEREST OF MEMBERS OF CONGRESS

No members of or delegates to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

3. PROHIBITED INTERESTS

No member, officer or employee of LACMTA, or of a local public body, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To LACMTA's and Utility's knowledge, no board member, officer or employee of LACMTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of Utility; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other Party, even if such interest would not be considered

a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

4. **Equal Employment Opportunity**

In connection with the performance of this Agreement, the Parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, sexual orientation, national origin or disability. The Parties shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex, sexual orientation, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

5. **DISADVANTAGED BUSINESS ENTERPRISE**

In connection with the performance of this Agreement, Utility will cooperate with LACMTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises.

6. **PRIOR APPROVAL**

This Agreement may be subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

7. **NON-DISCRIMINATION**

Without limiting any other provision of this Exhibit 4, Utility agrees to comply, and to cause all of its Utility Contractors who work on Transit Projects subject to this Agreement to comply, with all Applicable Law relating to non-discrimination whether imposed by federal, state or local authority.

8. **BUY AMERICA**

If Utility performs any Construction work under a Work Order, Utility must comply with 49 U.S.C. 5323(j) and 49 CFR Part 661 et seq., which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. If Utility performs any Construction work under a Work Order, Utility shall incorporate the Buy America conditions set out in this Section 8 in every contract or purchase order entered into with a Utility Contractor in respect of such Construction work and shall enforce such conditions.











RELO P-230066 CenturyLink-LACMTA_URA_2 024.07.22

Final Audit Report

2024-08-05

Created:	2024-08-05
By:	Clem Helmstetter (clem.helmstetter@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhwOpGph5lqVzrxXK0T9UWqli8hMp3DVY

"RELO P-230066 CenturyLink-LACMTA_URA_2024.07.22" History

-  Document created by Clem Helmstetter (clem.helmstetter@lumen.com)
2024-08-05 - 5:05:43 PM GMT- IP address: 136.32.88.219
-  Document emailed to Michael Casey (michael.e.casey@lumen.com) for signature
2024-08-05 - 5:07:02 PM GMT
-  Document emailed to pablo.mercado@lumen.com for signature
2024-08-05 - 5:07:02 PM GMT
-  Document emailed to gary.nelson4@lumen.com for signature
2024-08-05 - 5:07:02 PM GMT
-  Email viewed by Michael Casey (michael.e.casey@lumen.com)
2024-08-05 - 5:41:44 PM GMT- IP address: 70.176.64.250
-  Document e-signed by Michael Casey (michael.e.casey@lumen.com)
Signature Date: 2024-08-05 - 5:42:17 PM GMT - Time Source: server- IP address: 70.176.64.250
-  Email viewed by pablo.mercado@lumen.com
2024-08-05 - 5:57:43 PM GMT- IP address: 104.47.55.126
-  Signer pablo.mercado@lumen.com entered name at signing as Pablo Mercado
2024-08-05 - 5:58:10 PM GMT- IP address: 155.70.104.119
-  Document e-signed by Pablo Mercado (pablo.mercado@lumen.com)
Signature Date: 2024-08-05 - 5:58:12 PM GMT - Time Source: server- IP address: 155.70.104.119
-  Email viewed by gary.nelson4@lumen.com
2024-08-05 - 11:29:34 PM GMT- IP address: 104.47.55.126

 Signer gary.nelson4@lumen.com entered name at signing as Gary L. Nelson

2024-08-05 - 11:30:04 PM GMT- IP address: 155.70.52.165

 Document e-signed by Gary L. Nelson (gary.nelson4@lumen.com)

Signature Date: 2024-08-05 - 11:30:06 PM GMT - Time Source: server- IP address: 155.70.52.165

 Agreement completed.

2024-08-05 - 11:30:06 PM GMT



Utility Reimbursement Agreements



Metro

June 2025



Action

ACTION:

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

- A. EXECUTE Utility Reimbursement Agreements (URA's) with Level 3 Communications and Centurylink Communications to accommodate Metro's ongoing Projects; and
- B. NEGOTIATE and execute similar as-needed Utility Agreements with other communication company owners to accommodate Metro's ongoing projects.



Background

BACKGROUND:

Centurylink and Level 3 Communication have several facilities in direct conflict with Metro Projects.

Mitigation of these conflicts require utility participation in meetings and collaboration during the engineering as well as construction.

Executing these Utility Agreements are key next steps to memorializing these roles and responsibilities to ensure the successful delivery of Metro's ongoing Projects.

As additional utility conflicts with other communication companies are identified, appropriate utility agreements will be negotiated and executed swiftly for those affected projects.

Services Provided

During the coordination, design and construction phase of the Projects, in order to mitigate utility conflicts, a significant amount of support is required from the utility owners. The following represents some of the general key components of the URA's and future utility agreements with other communication companies:

- Reimbursement of costs to the utility owners for project related work
- Duration of the agreement
- Metro and utility owner points of contact
- Basis and agreement on utility scope
- Process and agreement on self-perform designs and review periods
- Process and agreement on necessary construction and inspection needs
- Ability to accommodate other Metro projects

All services are and will be centered to avoid delays and promote cost saving measures to effectively deliver the projects with minimal impacts.



Board Report

File #: 2025-0374, **File Type:** Contract

Agenda Number: 25.

CONSTRUCTION COMMITTEE JUNE 18, 2025

SUBJECT: PROGRAM CONTROL SUPPORT SERVICES

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to increase authorized funding for Contract No. PS89856000 with Kal Krishnan Consulting Services/Triunity Engineering and Management Joint Venture (KTJV), for pending and future Contract Work Orders to continue to provide Program Control Support Services (PCSS) in an amount Not-To-Exceed (NTE) \$35,000,000, increasing the current authorized funding limit for the base contract from \$50,000,000 to \$85,000,000 through FY28; and
- B. EXECUTING individual Contract Work Orders and Contract Modifications within the Board approved contract funding amount.

ISSUE

In January 2023, the Board approved awarding a five-year Contract No. PS89856000, plus two, one-year options, to KTJV, a DBE Prime Joint Venture, for Program Control Support Services. The award consisted of a five-year base contract value of \$85,000,000, plus \$38,000,000 for two, one-year options, resulting in a total not-to-exceed amount of \$123,000,000 through Fiscal Year 2030, with a not-to-exceed funding amount of \$50,000,000 for the first three years of the contract. This created the largest small business led consultant services contract at Metro.

Staff have awarded Contract Work Orders (CWOs) and modifications which have encumbered \$42,963,747.52, which leaves \$7,036,252.48 of the authorized funding remaining available for upcoming work. Attachment B lists the PCSS contract CWO/modifications executed to date. Each of the CWOs and corresponding modifications are funded from the associated project's budget within the limits of Board authorization. Use of the contract has met staff expectations and the additional \$35,000,000 funding authorization, increasing the current authorized funding limit for the base contract from \$50,000,000 to \$85,000,000, is now recommended. With only 14% in current authorization remaining uncommitted, this additional funding authorization is advantageous to execute contract work orders through FY28.

BACKGROUND

To date, KTJV is continuing staff augmentation assignments on major transit construction projects, miscellaneous capital projects, rail and bus facility improvements, soundwalls, Regional Rail, Highway, and environmental projects; specialty assignments such as constructability reviews, risk assessment support, procedure writing and training, Project Management Information System (PMIS), DBE/SBE/DVBE compliance monitoring support services, DBE/SBE/DVBE commercially useful functions, and other projects as necessary (see Attachments B and C).

KTJV has been responsive and works with Metro staff to provide the qualified resources necessary for Program Control to meet the aggressive implementation schedule for delivering Metro's Capital Program.

DISCUSSION

Metro is continuing to undertake the largest transportation construction program in the nation. This creates an unprecedented challenge to project delivery. Recognizing that staffing is a key factor in project delivery, Metro Program Control is committed to developing strengths in its capacity and capability to ensure the multi-billion-dollar capital program can be successfully managed. Attachment C lists the projects the PCSS contract currently supports and those staff anticipate it will support over the duration of the contract. This list includes necessary support for both program-wide and project specific needs, the scope of which is further described below.

Metro staff works with KTJV to scale staff up or down depending on Metro's transit, highway, regional rail and other capital improvement program needs. With the volume of work that accompanies Metro's fast-paced Capital program, the PCSS contract utilization to assist Program Control, Program Management, and Diversity and Economic Opportunity Departments in securing enough qualified, flexible resources across a broad spectrum of disciplines in a timely manner is essential to manage and support delivery of Board approved projects. The PCSS contract allows Metro to augment staff efficiently and effectively, as required, to ensure proper resources needed to manage the projects are available to Metro in terms of staff availability and technical expertise.

Scope

Close coordination and expertise across multiple disciplines are required to support the project implementation schedule for delivering Metro's Capital Program in the following seven key functions: Program Control, Diversity and Economic Opportunity Department (DEOD) small business programs, Federal Transit Administration Full Funding Grant Agreement Compliance, Project Control, Cost Estimating, Configuration Management and Other Technical Training, and Project Management Information System (PMIS) Support. Combining the above functions together into one contract has allowed for improved coordination and more efficient allocation of resources for Metro than would otherwise be possible under a series of separate contracts. These centralized controls support a uniform and consistent approach for cost, schedule, risk, and estimating across projects. To date, the PCSS contract has succeeded in fulfilling the consultant staffing demand on a program-wide level on

various multiple transit, regional rail, highway, and other capital improvement projects.

The PCSS contract approach is similar to the construction management support services (CMSS) contracts that are separately awarded to provide consultants who complement Metro staffing and technical expertise needed on each major transit project. However, while the CMSS contracts typically serve individual transit projects, the PCSS contract fulfills the Program Control consultant staffing demand on a program-wide level. This Contract supports consistency of reporting Metro capital project costs in line with project controls procedures and best practices.

Contract funds are authorized by issuing separate CWOs for the various projects using labor classifications and rates set forth in the contract, with funding solely supported through project budgets. This method of contracting results in more efficient cost and schedule management, since CWOs and Modifications to existing CWOs are negotiated and issued as additional work is identified. For each CWO or Modification, Metro prepares a scope of work and an estimate of hours, and KTJV subsequently provides a cost proposal. Metro and KTJV fact-finds and negotiates the level of effort hours if there is a discrepancy. After agreement the CWO is issued and the work proceeds.

DETERMINATION OF SAFETY IMPACT

This Board action will not have an impact on established safety standards for Metro's capital projects.

FINANCIAL IMPACT

The NTE award value is based on the anticipated level of services. Each individual CWOs will be funded from the associated projects' budget, within the limits of the Board authorized LOP and annual budgets. The project managers, cost managers and Sr. Executive Officer, Program Control are accountable for budgeting the cost in future years.

Impact to Budget

There will be no additional impact beyond the approved annual budget or respective project's authorized LOP amounts, where applicable. Most of the projects are funded with multiple sources of funds: federal and state grants, loans, bonds and local sales taxes. Local sales taxes eligible for bus and rail operations and capital improvements are programmed to state-of-good repair projects which are eligible for this source of funds.

EQUITY PLATFORM

Projects utilizing the PCSS contract fall under Major Transit Construction, Capital Projects, Rail and Bus Facilities Improvement, and Environmental Compliance which are expanding multi-modal options for travelers and diversify modes and costs of travel choices. The projects are located across Los Angeles County, including within and serving Equity Focus Communities (EFCs). Projects that utilize this contract in EFCs include Lines A (Blue), B (Red), C (Green), D (Purple), G (Orange), K, and L (Gold) in addition to Highway projects and many more listed on Attachment C, Anticipated List of Projects.

Projects that fall under the Major Transit Construction category increase transit access and

connectivity; improve access to key destinations, such as jobs, health care, school, and neighborhood amenities; improve air quality, and reduce household transportation costs for transit riders. Other capital projects expand multi-modal options for travelers through a variety of interventions, including light rail, active transportation infrastructure, and high-occupancy vehicle lane improvements. Infrastructure maintenance and improvements contribute to safe and accessible conditions for Metro riders and the general public, including soundwall protection, wayfinding, grade and modal separation, and transit station upgrades. Regional Rail capital program expand transit and other multi-modal choices for travelers in Los Angeles. Additional anticipated improvement projects include improved station access, increased rail capacity, and safer right-of-way improvements between different modes.

KTJV made an overall 65% DBE commitment on this Contract. The current level of DBE participation is 76.94%, exceeding the commitment by 11.94%. This Contract is the largest DBE prime contract awarded by Metro and underscores the commitment to fostering opportunities for small, minority-owned businesses.

VEHICLE MILES TRAVELED OUTCOME

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

The projects affected by the PCSS contract have mixed outcomes, but on the whole, most of the projects will likely decrease VMT in Los Angeles County. Within this suite of projects, Metro seeks to reduce single-occupancy vehicle trips, provide a safe transportation system, and increase accessibility to destinations via transit, cycling, walking, and carpooling. Some of the projects affected by the consultant services include items that will ease congestion for cars and trucks, or expand vehicle capacity, resulting in the possibility of increased VMT. However, these projects also provide for carpooling infrastructure and reinvestment of funding towards transit projects. In addition, the projects' multi-modal benefits may contribute to offsetting the possible increase in VMT.

While the agency remains committed to reducing VMT through transit and multimodal investments, some projects may induce or increase personal vehicle travel. However, the individual projects utilizing this Contract aim to ensure the efficient and safe movement of people and goods. Although the Highway projects and Express lanes projects may not directly contribute to the achievement of the Board-adopted VMT Reduction Targets, the VMT Targets were developed to account for the cumulative effect of a suite of programs and projects within the Metro region, which individually may induce or increase VMT. Additionally, Metro has a voter-approved mandate to deliver multimodal projects that enhance mobility while ensuring the efficient and safe movement of people and goods.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Recommendation supports Strategic Plan Goal #1 - Provide high-quality mobility options that enable people to spend less time traveling. This is accomplished by providing program-wide Program Control support services to assist in delivering multiple capital projects on time and on budget while increasing opportunities for small business development and innovation.

ALTERNATIVES CONSIDERED

The Board may elect to discontinue using KTJV for PCSS. Staff does not recommend this alternative as the Program Management capital projects are in various degrees of completion and the loss of Program Control consultant staff would cause these projects to be significantly impacted.

Another alternative would be to hire Metro staff to perform the required services. This alternative is also not recommended since the intent of the PCSS Contract is to augment Metro staff in terms of technical expertise and availability of personnel. PCSS consultants are typically required on a periodic or short-term basis to accommodate for peak workloads or specific tasks over the life of the projects. Further, for some projects, the specific technical expertise required may not be available within the ranks of Metro staff, whereas the KTJV consultant can provide the technical expertise on an as-needed basis.

NEXT STEPS

Upon Board approval, staff will continue to issue Contract Work Orders, as needed.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - Contract Work Order/Modification Log
Attachment C - Current and Anticipated List of Projects
Attachment D - DEOD Summary

Prepared by: Mayumi Lyon Ales, Deputy Executive Officer, (213) 922-4020
Daniel Estrada, Interim Senior Executive Officer, Program Management, (213) 418-3076
Carolina Coppolo, Deputy Chief Vendor/Contract Management Officer (213) 922-4471

Reviewed by: Sharon Gookin, Deputy Chief Executive Officer (213) 418-3101


Stephanie Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

**PROGRAM CONTROL SUPPORT SERVICES (PCSS)
CONTRACT NO. PS89856000**

1.	Contract Number: PS89856000			
2.	Contractor: Kal Krishnan Consulting Services/Triunity Engineering and Management, JV			
3.	Mod. Work Description: Increase the contract Not-To-Exceed (NTE) funding amount.			
4.	Work Description: Program Control Support Services (PCSS)			
5.	The following data is current as of: May 16, 2025			
6.	Contract Completion Status:		Financial Status:	
	Award Date:		Board Approved NTE Funding Amount:	\$50,000,000.00
	January 27, 2023			
	Notice to Proceed (NTP):		Total Contract Modification Authority (CMA):	N/A
	N/A			
	Original Completion Date:		Value of Task Orders and Mods. Issued to Date (including this action):	\$42,963,747.52
	January 26, 2028			
	Current Est. Complete Date:		Remaining Board Approved Funding Amount:	\$7,036,252.48
	January 26, 2028			
7.	Contract Administrator: Pascale Batarseh		Telephone Number: (213) 922-6338	
8.	Project Manager: Daniel Estrada		Telephone Number: (213) 418-3076	

A. Contract Action Summary

This Board Action is to approve an increase in the contract not-to-exceed (NTE) funding amount in support of assisting the Program Management Department in managing and supporting delivery of the Metro Capital Program. The Program Control Support Services (PCSS) Contract has staff working on Metro's transit, highway, regional rail, and other capital improvement program needs.

On January 26, 2023, the Board of Directors approved the award of Contract No. PS89856000, Program Control Support Services (PCSS) to Kal Krishnan Consulting Services/Triunity Engineering and Management, JV for a base term of five (5) years for a NTE amount of \$85,000,000; plus two, one-year options for an amount NTE \$38,000,000, resulting in a total NTE amount of \$123,000,000 through Fiscal year 2030. The Board authorized an initial funding amount NTE \$50,000,000 for the first three years of the contract. The Board authorized the Chief Executive Officer to award and execute Contract Work Orders and Contract Modifications within the Board approved contract funding amount.

There have been 45 Contract Work Orders and modifications executed to date, totaling \$42,963,747.52. Furthermore, four Administrative Contract Modifications have also been executed to date. Details pertaining to the Contract Work Orders and Modifications are listed in Attachment B.

The total contract amount expended will be the aggregate value of all Contract Work Orders issued to the PCSS Consultant through the term of the contract.

B. Cost/Price Analysis

The negotiated cost and fixed fee amount or lump sum price for future Contract Work Orders will be determined to be fair and reasonable based upon fact finding, technical evaluation, independent cost estimate, cost analysis, and negotiations, before issuing the Contract Work Order authorizing the work to the PCSS Consultant. Contract Work Orders will be processed in accordance with Metro's Acquisition Policy and Procedures.

ATTACHMENT B**CONTRACT WORK ORDER LOG****PROGRAM CONTROL SUPPORT SERVICES (PCSS)****CONTRACT NO. PS89856000**

Contract Work Order (CWO) No.	Description	Date	CWO Approved	Adjustments Pending CWO Close-Out	Future CWO (FY25/26)	Board Approved Funding
N/A	Initial Authorized NTE Funding \$50,000,000.00	Board meeting date 01/26/2023	---	---	---	\$50,000,000.00
Subtotal						\$50,000,000.00

APPROVED CONTRACT WORK ORDERS

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Subtotal of CWOs Approved	See Exhibit 1 for detailed listing					\$42,963,747.52

NOTES

1 Contract Work Orders and Contract Work Order Modifications will be closed-out and any unused authorized amount will be credited back to the Project. Adjusting the Contract Work Order dollar amounts to actual expenditures.

BOARD ACTIONS	
Board Approved Funding - Current Contract Value	\$50,000,000.00
This Board Action	\$35,000,000.00
New Contract Value	\$85,000,000.00

Exhibit 1, Page 1 of 2
05/20/2025

CONTRACT: PS89856000				CONTRACTOR: KKCS/TRIUNITY JV				NTE:		\$50,000,000
Project Number	CWO/TO No.	Approval Date	CWO/TO Title	CWO/TO Award Amt	Apprvd Changes	Pending Changes	Revised Contract Sum	Start Date	Completion Date	Revised Date
Approved										
865519	PS89856000-CWO-001	07/13/2023	Program Control Support Services (PCSS) for Division	\$1,427,245.00	\$1,560,598.00	\$0.00	\$2,987,843.00	07/13/2023	06/30/2024	06/30/2024
100058	PS89856000-CWO-002	08/28/2023	Program Control Support Services (PCSS) for Measur	\$77,921.00	\$1,922,431.52	\$0.00	\$2,000,352.52	08/28/2023	06/30/2024	06/30/2024
865523	PS89856000-CWO-003	08/02/2023	Program Control Support Services (PCSS) for WPLE	\$1,063,614.00	\$2,506,937.00	\$0.00	\$3,570,551.00	08/02/2023	06/30/2024	06/30/2024
100055	PS89856000-CWO-004	08/24/2023	Program Control Support Services (PCSS) for Measur	\$224,841.00	\$1,269,568.00	\$0.00	\$1,494,799.00	08/24/2023	06/30/2024	06/30/2024
865512	PS89856000-CWO-005	10/03/2023	Program Control Support Services (PCSS) - Crensha	\$28,465.00	\$181,582.00	\$0.00	\$210,047.00	10/03/2023	06/30/2024	06/30/2024
460066	PS89856000-CWO-006	09/25/2023	Program Control Support Services (PCSS) for Rosecr	\$650,453.00	\$367,397.00	\$0.00	\$1,017,850.00	09/25/2023	06/30/2024	06/30/2024
450003	PS89856000-CWO-007	11/01/2023	Program Control Support Services (PCSS) - Environm	\$92,354.00	\$116,265.00	\$0.00	\$208,619.00	11/01/2023	06/30/2024	06/30/2024
865522	PS89856000-CWO-008	09/06/2023	Program Control Support Services (PCSS) for WPLE	\$685,600.00	\$861,602.00	\$0.00	\$1,547,202.00	09/06/2023	06/30/2024	06/30/2024
475004	PS89856000-CWO-009	09/22/2023	Program Control Support Services (PCSS) for the I-10	\$631,733.00	\$826,772.00	\$0.00	\$1,458,505.00	09/22/2023	06/30/2024	06/30/2024
865518	PS89856000-CWO-010	09/05/2023	Program Control Support Services (PCSS) for WPLE	\$481,937.00	\$1,123,714.00	\$0.00	\$1,605,641.00	09/05/2023	06/30/2024	06/30/2024
460068	PS89856000-CWO-011	09/26/2023	Program Control Support Services (PCSS) for Lone Hi	\$104,330.00	\$207,004.00	\$0.00	\$311,334.00	09/26/2023	06/30/2024	06/30/2024
860228	PS89856000-CWO-012	09/14/2023	Program Control Support Services (PCSS) for Region	\$19,263.00	\$223,138.00	\$0.00	\$242,401.00	09/14/2023	06/30/2024	06/30/2024
865521	PS89856000-CWO-013	08/25/2023	Program Control Support Services (PCSS) for East Sa	\$23,893.00	\$3,981,134.00	\$0.00	\$4,005,027.00	08/25/2023	06/30/2024	06/30/2024
869512	PS89856000-CWO-014	11/08/2023	Program Control Support Services (PCSS) - Crensha	\$142,389.00	\$132,612.00	\$0.00	\$275,001.00	11/08/2023	06/30/2024	06/30/2024
860303	PS89856000-CWO-015	09/13/2023	Program Control Support Services (PCSS) for Airport	\$39,828.00	\$2,071,495.00	\$0.00	\$2,111,323.00	09/13/2023	06/30/2024	06/30/2024
460089	PS89856000-CWO-016	09/26/2023	Program Control Support Services (PCSS) for LINK U	\$39,828.00	\$5,566,581.00	\$0.00	\$5,606,409.00	09/26/2023	06/30/2024	06/30/2024
460313	PS89856000-CWO-017	09/13/2023	Program Control Support Services (PCSS) for I-5 Nort	\$69,934.00	\$488,187.00	\$0.00	\$558,121.00	09/13/2023	06/30/2024	06/30/2024
871405	PS89856000-CWO-018	11/08/2023	Program Control Support Services (PCSS) for Metro	\$39,828.00	\$920,109.00	\$0.00	\$959,937.00	11/08/2023	06/30/2024	06/30/2024
460305	PS89856000-CWO-019	11/22/2023	Program Control Support Services (PCSS) for Sepulv	\$39,828.00	\$685,462.00	\$0.00	\$725,290.00	11/22/2023	06/30/2024	06/30/2024
860201	PS89856000-CWO-020	01/09/2024	Program Control Support Services (PCSS) - Southea	\$0.00	\$16,975.00	\$149,838.00	\$16,975.00	01/09/2024	06/30/2024	06/30/2024
460201	PS89856000-CWO-020	01/09/2024	Program Control Support Services (PCSS) - Southea	\$86,447.00	\$588,719.00	\$0.00	\$675,166.00	01/09/2024	06/30/2024	06/30/2024
460304	PS89856000-CWO-021	09/20/2023	Program Control Support Services (PCSS) for Green	\$39,828.00	\$242,726.00	\$0.00	\$282,554.00	09/20/2023	06/30/2024	06/30/2024
860304	PS89856000-CWO-021	09/20/2023	Program Control Support Services (PCSS) for Green	\$0.00	\$955,009.00	\$0.00	\$955,009.00	09/20/2023	06/30/2024	06/30/2024
202340	PS89856000-CWO-022	11/08/2023	Program Control Support Services (PCSS) - Environm	\$326,018.00	\$348,796.00	\$0.00	\$674,814.00	11/08/2023	06/30/2024	06/30/2024
460350	PS89856000-CWO-023	10/26/2023	Program Control Support Services (PCSS) - SR- 91	\$214,131.00	\$0.00	\$0.00	\$214,131.00	10/26/2023	06/30/2024	06/30/2024
100001	PS89856000-CWO-024	12/06/2023	Program Control Support Services (PCSS) - General	\$460,413.00	\$1,716,689.00	\$0.00	\$2,177,102.00	12/06/2023	06/30/2024	06/30/2024
212121	PS89856000-CWO-025	12/18/2023	Program Control Support Services (PCSS) for the Met	\$57,386.00	\$212,694.00	\$46,362.00	\$270,070.00	12/18/2023	06/30/2024	06/30/2024
405522	PS89856000-CWO-026	11/28/2023	Multi-Modal Integrated Planning Team Retreat Facilita	\$5,798.00	\$0.00	\$0.00	\$5,788.00	11/28/2023	06/30/2024	06/30/2024
100800	PS89856000-CWO-027	01/09/2024	Program Control Support Services (PCSS) - Contract	\$424,099.00	\$1,392,109.00	\$0.00	\$1,816,518.00	01/09/2024	06/30/2024	06/30/2024
460074	PS89856000-CWO-028	12/26/2023	Program Control Support Services (PCSS) for Brighto	\$104,235.00	\$209,704.00	\$0.00	\$313,939.00	12/26/2023	06/30/2024	06/30/2024
210509	PS89856000-CWO-029	01/08/2024	Program Control Support Services (PCSS) for Rail to	\$288,417.00	\$336,165.00	\$139,388.00	\$604,582.00	01/08/2024	06/30/2024	06/30/2024
460323	PS89856000-CWO-030	12/29/2023	Program Control Support Services (PCSS) for Sound	\$170,910.00	\$69,055.00	\$0.00	\$239,965.00	12/29/2023	06/30/2024	06/30/2024
460351	PS89856000-CWO-031	02/20/2024	Program Control Support Services (PCSS) for Esabio	\$169,656.00	\$62,906.00	\$0.00	\$232,562.00	02/20/2024	06/30/2024	06/30/2024
460345	PS89856000-CWO-032	02/08/2024	Program Control Support Services (PCSS) for I-605 B	\$170,210.00	\$0.00	\$0.00	\$170,210.00	02/08/2024	06/30/2024	06/30/2024
462314	PS89856000-CWO-033	01/26/2024	Program Control Support Services (PCSS) for SR-91	\$122,228.00	\$0.00	\$0.00	\$122,228.00	01/26/2024	06/30/2024	06/30/2024
860232	PS89856000-CWO-034	02/26/2024	Program Control Support Services (PCSS) - East Side	\$68,766.00	\$0.00	\$0.00	\$739,678.00	02/26/2024	06/30/2024	06/30/2024
460232	PS89856000-CWO-034	02/26/2024	Program Control Support Services (PCSS) - East Side	\$0.00	\$0.00	\$0.00	\$68,766.00	02/26/2024	06/30/2024	06/30/2024
471401	PS89856000-CWO-035	02/20/2024	Program Control Support Services (PCSS) for Noho P	\$0.00	(\$157,511.00)	\$0.00	(\$157,511.00)	02/20/2024	06/30/2024	06/30/2024
871401	PS89856000-CWO-035	02/20/2024	Program Control Support Services (PCSS) for Noho P	\$157,511.00	\$233,246.00	\$0.00	\$390,757.00	02/20/2024	06/30/2024	06/30/2024
474303	PS89856000-CWO-036	02/21/2024	Program Control Support Services (PCSS) for LA Rive	\$243,555.00	\$0.00	\$0.00	\$243,555.00	02/21/2024	12/31/2024	12/31/2024
460091	PS89856000-CWO-037	02/20/2024	Program Control Support Services (PCSS) for Doran	\$104,207.00	\$209,704.00	\$0.00	\$313,911.00	02/20/2024	06/30/2024	06/30/2024
Report M_CN_06_PSt1a										



Metro

Metro Professional Services Agreement Status Report

Exhibit 1, Page:2 of 2
Date: 05/20/2025

CONTRACT: PS89856000 Program Control Support Services (PCSS)

CONTRACTOR: KKCS/TRIUNITY JV

NTE: \$50,000,000

Project Number	CWO/ITU No.	Approval Date	CWO/ITU Title	AWARD Amt	Apprvd Changes	Pending Changes	Revised Contract Sum	Start Date	Completion Date	Revised Date
Approved										
405306	PS89856000-CWO-038	05/07/2024	Program Control Support Services (PCSS) - Countywi	\$5,245.00	\$0.00	\$0.00	\$5,245.00	05/07/2024	06/30/2024	06/30/2024
475558	PS89856000-CWO-039	05/16/2024	Program Control Support Services (PCSS) - K Line No	\$165,447.00	\$0.00	\$0.00	\$165,447.00	05/16/2024	12/31/2024	12/31/2024
460346	PS89856000-CWO-040	05/15/2024	Program Control Support Services (PCSS) for I-605 S	\$92,613.00	\$172,240.00	\$0.00	\$264,853.00	05/15/2024	06/30/2025	06/30/2025
201061	PS89856000-CWO-041	09/06/2024	Program Control Support Services (PCSS) for Electric	\$214,055.00	\$0.00	\$0.00	\$214,055.00	09/06/2024	12/31/2024	12/31/2024
471402	PS89856000-CWO-042	11/08/2024	Program Control Support Services (PCSS) - Vermont	\$63,730.00	\$238,565.00	\$0.00	\$302,295.00	11/08/2024	06/30/2025	06/30/2025
202337	PS89856000-CWO-043	02/05/2025	Program Control Support Services (PCSS) for Chatsw	\$107,518.00	\$0.00	\$0.00	\$107,518.00	02/05/2025	09/30/2025	09/30/2025
210210	PS89856000-CWO-044	03/12/2025	Program Control Support Services (PCSS) for ROC B	\$143,565.00	\$208,321.00	\$0.00	\$351,886.00	03/11/2025	06/30/2025	06/30/2025
400011	PS89856000-CWO-045	02/19/2025	Program Control Support Services (PCSS) - Planning	\$285,427.00	\$0.00	\$0.00	\$285,427.00	02/19/2025	06/30/2025	06/30/2025
Totals:				\$10,154,989.00	\$32,808,758.52	\$335,588.00	\$42,963,747.52			
Totals:				\$10,154,989.00	\$32,808,758.52	\$335,588.00	\$42,963,747.52			
Grand Totals:				\$10,154,989.00	\$32,808,758.52	\$335,588.00	\$42,963,747.52			

Attachment C
Current and Anticipated List of Projects

Program-wide Support

Construction Risk Management
Measure M Program Support
Measure R Program Support
Program Control Training
Project Management Information System

Capital Projects

Airport Metro Connector
Crenshaw/LAX Close Out: Catch-All Contract
Division 20 Portal Widening Turnback Facility
Division 22 Paint and Body Shop
East San Fernando Valley Transit
Eastside Extension Phase II
G Line Bus Rapid Transit Improvements
Gold Line Eastside Phase 2
Gold Line Foothill Extension Phase 2B*
Green Line Extension to Torrance
K Line Northern Extension
Los Angeles River Bikepath
North San Fernando BRT*
Pasadena to NoHo BRT
Rail to Rail Corridor Active Transportation Connector
Regional Connector Transit
ROC/BOC
Sepulveda Transit Corridor
Southeast Gateway Line
Vermont BRT
Westside Purple Line Extension Section 1
Westside Purple Line Extension Section 2
Westside Purple Line Extension Section 3

Diversity & Economic Opportunity in Construction

DBE Commercially Useful Function
DBE Contract Compliance

Security/Safety

Metro Emergency Security Operations Center*

Rail Facilities Improvement

Light Rail Transit Freeway Stations Sound Enclosures*

Bus Facilities Improvements

Bus Rapid Transit Freeway Station Sound Enclosure*
J Line (Silver) Electrification*
ZEB Charging Infrastructure Divisions 18 and 7
Bus Facility Maint. Improv. Enhance. Phase II/III*

Regional Rail

Brighton to Roxford Double Track
Doran Street and Broadway/Brazil Safety and Access
LINK US
Lone Hill to White Double Track Project
Metro Center Street
Rosecrans/Marquardt Grade Separation

Soundwall Projects

Soundwall Package 10

Highway

Eastbound SR-91 Atlantic to Cherry
Highway Planning Training
I-105 Express Lanes
I-5 North Capacity Enhancements
SR-91 Acacia to Central Improvements
Westbound SR-91 Improvements

Environmental Compliance Program

Environmental Sustainability
Environmental Compliance

DEOD SUMMARY

PROGRAM CONTROL SUPPORT SERVICES/PS89856

A. Small Business Participation

Kal Krishnan Consulting Services/Triunity Engineering and Management Joint Venture (KTJV) made an overall 65% Disadvantaged Business Enterprise (DBE) commitment on this Contract Work Order (CWO) based contract. To date, KTJV has been awarded ten (10) CWO's with federal funds and thirty-five (35) with non-federal funds. Based on payments the overall contract is 57.52% complete and the current level of DBE participation is 76.94%, exceeding the commitment by 11.94%.

Regarding the DBE subcontractors that have not been utilized to date, KTJV reported that the services to be performed by Ramos Consulting have not been included on any of the CWO's that have been awarded. Further, both Mammoth Associates and AIX Consulting are new subcontractors on this contract, and while Mammoth Associates has begun work, AIX Consulting has not. The KTJV further reported that it will continue to engage its DBE subcontractors as services in their respective areas are requested as part of this contract.

Small Business Commitment	65% DBE	Small Business Participation	76.94% DBE
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	DBE Subcontractors	Ethnicity	% Committed	Current Participation₁
1.	KKCS (JV Partner/DBE Prime)	Asian-Pacific American	TBD	27.73%
2.	Triunity (JV Partner/DBE Prime)	African American	TBD	7.86%
3.	AIX Consulting, Inc.	Hispanic American	TBD	0.00%
4.	Armand Resource Group	African American	TBD	10.81%
5.	Brio Solutions, LLC	Subcontinent Asian American	TBD	5.09%
6.	Insight Strategies, Inc.	Caucasian Female	TBD	0.05%
7.	Lenax Construction Services	Caucasian Female	TBD	10.41%
8.	LKG-CMC, Inc.	Caucasian Female	TBD	0.00%

9.	Mammoth Associates	Caucasian Female	TBD	0.14%
10.	Ramos Consulting Services	Hispanic American	TBD	0.00%
11.	Zephyr UAS, Inc.	Hispanic American	TBD	0.58%
12.	D.R. McNatty & Asso. (SBE)	N/A	Added	11.60%
13.	Krebs Corporation (SBE)	N/A	Added	2.67%
Total			65.00%	76.94%

¹Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷ Total Actual Amount Paid-to-date to Prime.

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this modification.

C. Prevailing Wage Applicability

Prevailing Wage is not applicable to this modification.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of \$2.5 million.

Program Control Support Services (PCSS)

Contract No. PS89856

June 2025



Program Control Support Services

PCSS provides expertise across multiple disciplines in the following functions:

The Program Control Support Services Contract provides Metro staff augmentation flexibility on an as needed basis to successfully advance the delivery of our capital program.



Contract Background and Current Status

- January 2023 - Board approved awarding a five-year Contract No. PS89856000, plus two, one-year options, to KTJV, a DBE Prime Joint Venture, for Program Control Support Services. Award consisted of:
 - Five-year base contract value of \$85,000,000, plus \$38,000,000 for two, one-year options, = NTE \$123,000,000 through Fiscal Year 2030,
 - NTE funding amount of \$50,000,000 for the first three years of the contract.
- Contract Work Orders (CWOs) and modifications have encumbered \$42,963,747.52, which leaves \$7,036,252.48 of the authorized funding remaining available for upcoming work.
- Use of the contract has met staff expectations and the additional \$35,000,000 funding authorization, increasing the current authorized funding limit for the base contract from \$50,000,000 to \$85,000,000, is now recommended.
- DBE Commitment:
 - KTJV made an overall 65% DBE commitment on this Contract.
 - Current level of DBE participation is 76.94%, exceeding the commitment by 11.94%.

Current/Anticipated List of Projects Utilizing PCSS

Program-wide Support

Construction Risk Management
Measure M Program Support
Measure R Program Support
Program Control Training
Project Management Information System

Diversity & Economic Opportunity in Construction

DBE Commercially Useful Function
DBE Contract Compliance

Security/Safety

Metro Emergency Security Operations Center*

Rail Facilities Improvement

Light Rail Transit Freeway Stations Sound Enclosures*

Bus Facilities Improvements

Bus Rapid Transit Freeway Station Sound Enclosure*
J Line (Silver) Electrification*
ZEB Charging Infrastructure Divisions 18 and 7
Bus Facility Maint. Improv. Enhance. Phase II/III*

Capital Projects

Airport Metro Connector
Crenshaw/LAX Close Out: Catch-All Contract
Division 20 Portal Widening Turnback Facility
Division 22 Paint and Body Shop
East San Fernando Valley Transit
Eastside Extension Phase II
G Line Bus Rapid Transit Improvements
Gold Line Eastside Phase 2
Gold Line Foothill Extension Phase 2B*
Green Line Extension to Torrance
K Line Northern Extension
Los Angeles River Bike path
North San Fernando BRT*
Pasadena to NoHo BRT
Rail to Rail Corridor Active Transportation Connector
Regional Connector Transit
ROC/BOC
Sepulveda Transit Corridor
Southeast Gateway Line
Vermont BRT
Westside Purple Line Extension Section 1
Westside Purple Line Extension Section 2
Westside Purple Line Extension Section 3

Regional Rail

Brighton to Roxford Double Track
Doran Street and Broadway/Brazil Safety and Access
LINK US
Lone Hill to White Double Track Project
Metro Center Street
Rosecrans/Marquardt Grade Separation

Soundwall Projects

Soundwall Package 10

Highway

Eastbound SR-91 Atlantic to Cherry
Highway Planning Training
I-105 Express Lanes
I-5 North Capacity Enhancements
SR-91 Acacia to Central Improvements
Westbound SR-91 Improvements

Environmental Compliance Program

Environmental Sustainability
Environmental Compliance

Recommendation

Consider:

- A. AUTHORIZING the Chief Executive Officer to increase authorized funding for Contract No. PS89856000 with Kal Krishnan Consulting Services/Triunity Engineering and Management Joint Venture (KTJV), for pending and future Contract Work Orders to continue to provide Program Control Support Services (PCSS) in an amount Not-To-Exceed (NTE) \$35,000,000, increasing the current authorized funding limit for the base contract from \$50,000,000 to \$85,000,000 through FY28; and
- B. EXECUTING individual Contract Work Orders and Contract Modifications within the Board approved contract funding amount.



Board Report

File #: 2025-0119, **File Type:** Contract

Agenda Number: 26.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE JUNE 18, 2025

SUBJECT: I-710 INTEGRATED CORRIDOR MANAGEMENT GENERAL CONTRACTOR SERVICES

ACTION: AWARD CONTRACT

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a 24-month, firm-fixed-price contract, Contract OP125440000 to Crosstown Electrical & Data, Inc. for General Contractor (GC) Services for the Interstate 710 (I-710) Integrated Corridor Management (ICM) Project in the amount of \$22,561,793.53, subject to the resolution of any properly submitted protest(s), if any.

ISSUE

GC Services are required to construct infrastructure improvements, install equipment and software, integrate system elements, and test and verify functionality to deliver the I-710 ICM Project. The project was identified as one of the Long Beach-East Los Angeles (LB-ELA) Task Force's early initiative projects included in the LB-ELA Corridor Mobility Investment Plan.

BACKGROUND

The I-710 freeway is a major goods movement corridor and a key part of the regional transportation network system. To improve mobility and safety during incidents/events, the I-710 ICM Project will rely on a multi-modal, multi-agency collaboration to integrate the various transportation networks currently operating independently.

The I-710 ICM Project elements were included in the Gateway Cities Council of Governments (GCCOG) Strategic Transportation Plan and the California Sustainable Freight Action Plan. In 2018, Metro staff completed the Los Angeles Regional Integrated Corridor Management Assessment (LARICMA) to assess potential corridors that would benefit from Intelligent Transportation Systems (ITS) and Integrated Corridor Management (ICM) strategies. These strategies help manage congestion, improve air quality, enhance technological capabilities, and build multi-jurisdictional partnerships connecting transportation management systems. The final LARICMA report identified the I-710 between State Route 60 (SR-60) and State Route 91 (SR-91) as a suitable corridor for ICM strategies.

In 2022, the Board directed staff to pursue grant funding through the Trade Corridor Enhancement

Program (TCEP) for the construction phase of the I-710 ICM Project, which was successfully secured in Cycle 3 of TCEP. The California Transportation Commission (CTC) allocated TCEP funds to Metro in March 2025.

In December 2023, the project was environmentally cleared pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) through the Categorical Exemptions/Categorical Exclusions (CE/CE) process.

In April 2024, the Metro Board of Directors voted unanimously to adopt the Long Beach-East LA Corridor Mobility Investment Plan, which invests \$1.8 billion into local communities. The I-710 ICM Project was originally identified as a project that is “Corridor Investments Supported by Other Funding Sources” and it is part of Metro’s Pre-Investment Plan Opportunity (PIPO), which the Board directed staff to pursue the TCEP funds.

In December 2024, Final 100% Plans, Specifications, and Estimates (PS&E) were completed in collaboration with the California Department of Transportation (Caltrans), Los Angeles County Public Works (LACPW), and the Cities of Bell, Bell Gardens, Commerce, Compton, Cudahy, Long Beach, Lynwood, Maywood, Paramount, South Gate, and Vernon.

In February 2025, the Board approved the Construction Management Support Services (CMSS) contract for the Project. The CMSS contract enabled Metro to engage a Construction Manager (CM) consultant to collaborate with Metro, the GC, and local agencies. The CM will oversee the work done for this GC contract.

DISCUSSION

ICM strategies include technology-based, integrated transportation management systems to coordinate traffic signal operations, enhance system detection, and upgrade wayfinding to more effectively manage non-recurring congestion. The I-710 Project is essential to minimize the impacts of non-recurring congestion on the I-710 corridor and adjacent routes by using an integrated management approach to coordinate operations.

Staff recommends this GC award for the construction and implementation phase of the I-710 ICM Project. The GC will coordinate with Metro, the Construction Manager from the CMSS contract, and the local agencies to construct and install project elements. In addition to construction activities, the GC will be responsible for purchasing equipment, obtaining necessary permits from the local agencies, coordinating with local agencies during construction, testing/verification of equipment and software, systems integration, as well as ensuring construction safety at project location sites. The GC will also coordinate with various stakeholders, such as: Metro, Caltrans, Los Angeles County Public Works, the Regional Integration of Intelligent Transportation Systems (RIITS), transit providers, the Ports of Los Angeles and Long Beach, Southern California 511; the Cities of Bell, Bell Gardens, Commerce, Compton, Cudahy, Long Beach, Lynwood, Maywood, Paramount, South Gate, and Vernon; as well as third-party traveler information providers (i.e. Google/Waze).

Metro received one proposal from Crosstown Electrical & Data, Inc. (CEDI). Since only one proposal was received, Metro staff conducted a market survey of the firms on the plan holders list to determine

why no other proposals were received. One firm responded that they did not meet the contractor license requirements, three firms responded that they were subcontractors and/or material suppliers only, another firm responded that they were considering other future contract opportunities for construction services with Metro, another firm stated that they were precluded from bidding due to having worked on an earlier stage of the project, and two firms stated that the Request for Proposals (RFP) scope did not align with their services.

The results of the market survey indicated that the decisions of the firms not to propose were based on individual business considerations, and as such, the solicitation could proceed to be awarded as a competitive award.

DETERMINATION OF SAFETY IMPACT

The I-710 ICM Project includes elements that will improve safety in the corridor. By enabling proactive traffic management strategies, secondary crashes are anticipated to decline. Also, the project includes various safety features at key locations, such as reflective traffic signals, restriped crosswalks, and pedestrian signal improvements that will provide added visibility for drivers and enhance pedestrian facilities at select intersections.

FINANCIAL IMPACT

The project has secured \$27,840,000 from the State's Trade Corridor Enhancement Program (TCEP) for construction, with \$7,160,000 in Prop C 25% funds as the local match, for a project construction total of \$35 million. For FY25, \$2,205,189 has been allocated for design and construction in the I-710 Integrated Corridor Management (I-710 ICM) Project 463616, under cost center 4740. Since this is a multi-year project, the project manager, cost center manager, and Deputy Chief Operations Officer of Shared Mobility will be accountable for budgeting the costs for future fiscal years.

Impact to Budget

The project's funding, consisting of State TCEP grant funding, Prop C 25% funds, and Measure R subregional funds, is included in the FY25 budget. These sources are not eligible for bus and rail operations.

EQUITY PLATFORM

Ninety percent of the I-710 ICM Study Area is comprised of Equity Focus Communities (EFCs), and targeted mobility, safety, and air quality benefits were identified through the outreach process and incorporated into the project design. The I-710 ICM Project will serve all roadway users when incidents occur, and benefit persons concentrated in EFC zones by improving roadway safety and minimizing congestion impacts on local arterials within the project area. In addition, air quality impacts that disproportionately impact disadvantaged communities will be monitored using strategically placed air quality sensors, with benefits anticipated due to a reduction in non-recurring traffic congestion within the corridor.

Stakeholder engagement followed the outreach phases and processes from the I-710 South Corridor

Project and Long Beach-East Los Angeles Corridor Mobility Investment Plan. Engagement included meetings and presentations to provide information and receive feedback from the Gateway Cities Council of Governments Transportation Committee, community-based organizations (CBOs) such as the Coalition for Environmental Health and Justice (CEHAJ), and the LB-ELA Task Force and Community Leadership Council. Since initiating the design phase in 2020, the project team has held over 70 stakeholder meetings, resulting in the incorporation of several traffic engineering treatments to improve corridor safety for all users, as well as traffic signal synchronization. Staff will continue coordinating closely with Caltrans, Los Angeles County Public Works, the corridor cities, and the general public through the construction phase.

The I-710 ICM Project addresses two Equity Platform pillars: Focus and Deliver and Train and Grow. The project aims to deliver a more reliable, high-quality transportation solution to the communities of East Los Angeles and Southeast Los Angeles, which will help alleviate congestion, improve transportation management, and meet the mobility needs of the area's residents and businesses. As the first Metro-led ICM project in Los Angeles County, this project also serves as a training opportunity to incorporate the equity platform into the traditional systems engineering process utilized for the development and deployment of intelligent transportation system projects, training, and assessment of existing conditions, and will serve as a blueprint for subsequent expansion initiatives.

The Diversity and Economic Opportunity Department (DEOD) established a 30% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goal for this Medium Size Business Enterprise (MSZ-II) solicitation. Crosstown Electrical & Data, Inc. exceeded the goal by making a 30.21% SBE and 3.06% DVBE commitment. Crosstown also subcontracted 33.27% of the contract value with local small businesses.

VEHICLE MILES TRAVELED OUTCOME

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

While the agency remains committed to reducing VMT through transit and multimodal investments, some projects may induce or increase personal vehicle travel. However, these individual projects aim to ensure the efficient and safe movement of people and goods.

This Board item is expected to increase VMT in LA County, as it includes an operational project that encourages driving alone or increased vehicle travel by implementing transportation system management (TSM) technologies that focus on addressing non-recurring congestion events. However, these TSM strategies reduce secondary accidents, improve active transportation safety, distribute traveler information, and enhance bus speed & reliability. Any increase in VMT due to this project is expected to be minimal to the point where it is not easily quantifiable, and the safety improvements involved, as well as the transit benefits, will contribute to offsetting the possible

increase.

Although this item may not directly contribute to the achievement of the Board-adopted VMT Reduction Targets, the VMT Targets were developed to account for the cumulative effect of a suite of programs and projects within the Metro region, which individually may induce or increase VMT. Additionally, Metro has a voter-approved mandate to deliver multimodal projects that enhance mobility while ensuring the efficient and safe movement of people and goods.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The project supports the goals outlined in the Metro Vision 2028 Strategic Plan. More specifically, the project supports Goal #3 - Enhance Communities through Mobility and Enhanced Access to Opportunity and Goal #4 Transform LA County through regional collaboration and national leadership. The I-710 ICM Project aims to manage congestion and alleviate traffic during non-recurring incidents on the I-710 freeway by establishing multi-agency collaboration through an integrated approach by maximizing and integrating system operations on the I-710 freeway and adjacent routes.

ALTERNATIVES CONSIDERED

The Board may elect not to award this contract for the project. Staff does not recommend this alternative because it is not consistent with the Board's direction to pursue Trade Corridor Enhancement Program (TCEP) funding and advance construction of the I-710 ICM Project, and also jeopardizes \$27,840,000 in State TCEP funds awarded to the project.

NEXT STEPS

Upon Board approval, staff will execute Contract No. OP125440000 with Crosstown Electrical & Data, Inc., and work with the I-710 ICM Construction Manager, Caltrans, LACPW, and the 11 corridor cities to initiate the construction phase. Construction is scheduled to begin in Summer 2025 and be completed in late 2027.


ATTACHMENTS

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: Eva Moir, Senior Manager, Shared Mobility, (213) 922-2961
Edward Alegre, Deputy Executive Officer, Shared Mobility, (213) 418-3287
Steven Gota, Executive Officer, Shared Mobility, (213) 922-3043
Shahrazad Amiri, Deputy Chief Operations Officer, Shared Mobility, (213) 922-3061
Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 481-3051

Reviewed by: Conan Cheung, Chief Operations Officer, Transit Operations, (213) 922-2920

A handwritten signature in black ink, appearing to read 'Step Wiggins', written over a horizontal line.

Stephanie Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

**I-710 INTEGRATED CORRIDOR MANAGEMENT
GENERAL CONTRACTOR SERVICES/OP125440000**

1.	Contract Number: OP125440000	
2.	Recommended Vendor: Crosstown Electrical & Data, Inc	
3.	Type of Procurement (check one): <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	Procurement Dates:	
	A.Issued: November 26, 2024	
	B.Advertised/Publicized: November 27, 2024	
	C.Pre-Proposal Conference: December 11, 2024	
	D.Proposals Due: January 29, 2025	
	E.Pre-Qualification Completed: February 5, 2025	
	F.Ethics Declarations Form Submitted to Ethics: January 29, 2025	
	G.Protest Period End Date: June 24, 2025	
5.	Solicitations Picked-up/Downloaded: 48	Bids/Proposals Received: 1
6.	Contract Administrator: Ricardo E. Narvaez	Telephone Number: (213) 418-3158
7.	Project Manager: Eva Moir	Telephone Number: (213) 922-2961

A. Procurement Background

This Board Action is to approve the award of Contract No. OP125440000 to Crosstown Electrical & Data, Inc., to provide general contractor construction services for the Interstate 710 (I-710) Integrated Corridor Management (ICM) project, including constructing, installing, testing, and commissioning all of the ICM elements, network, and detection devices including, but not limited to, traffic controllers, video detection systems, communication, closed circuit television (CCTV) cameras, associated cabinet systems, and arterial signage. Board approval of contract award is subject to the resolution of any properly submitted protest(s), if any.

On November 26, 2024, Request For Proposals (RFP) No. OP125440 was issued as a competitive procurement in accordance with Metro's Acquisition Policy. The proposed contract type is firm fixed unit rate.

This RFP was issued under the Medium-Size Business Enterprise Program II (MSZ-II) Program. Under the MSZ-II Program, firms of any size are allowed to propose, however, Metro will only entertain proposals from non-MSZ firms if no more than one MSZ proposal is received. If more than one responsive and responsible MSZ proposal is received, Metro may make an award to an MSZ proposer. Proposers were also required to meet or exceed the Small Business Enterprise (SBE) goal of 30% and the Disabled Veteran Business Enterprise (DVBE) goal of 3%. In addition, the solicitation was subject to the Local Small Business Enterprise (LSBE)

Preference Program, which provides eligible proposers a 5-point preference for the utilization of local small business firms.

Two amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued December 20, 2024, extended the question and answer period and extended the proposal due date.
- Amendment No. 2, issued January 17, 2025, extended the proposal due date and amended one of the minimum qualification requirements.

A virtual pre-proposal conference was held on December 11, 2024, and was attended by three participants representing three firms. There were a total of 27 questions received, and responses were provided prior to the proposal due date.

A total of 48 firms downloaded the RFP and were included on the planholders list.

On January 29, 2025, the proposal due date, Metro received one proposal from Crosstown Electrical & Data, Inc. (CEDI). Since only one proposal was received, Metro staff conducted a market survey of the firms on the planholders list to determine why no other proposals were received. One firm responded that they did not meet the contractor license requirements, three firms responded that they were subcontractors and/or material suppliers only, another firm responded that they were considering other future contract opportunities for construction services with Metro, another firm stated that they were precluded from bidding due to having worked on an earlier stage of the project, and two firms stated that the RFP scope did not align with their services.

The results of the market survey indicated that the decisions of the firms not to propose were based on individual business considerations and as such, the solicitation could proceed to be awarded as a competitive award.

B. Evaluation of Proposals

A diverse Proposal Evaluation Team (PET) consisting of staff from Operations and Program Management was convened and conducted a comprehensive technical evaluation of the proposal received.

On February 11, 2025, the PET met to discuss the evaluation process, confidentiality requirements, review information regarding conflicts of interest and receive the evaluation documents.

The RFP required that all proposals be evaluated first on the minimum qualifications on a pass/fail basis. Any proposer that received a single rating of “fail” for any of the minimum qualifications would be eliminated from further consideration.

The minimum qualifications were as follows:

1. Proposer should have a minimum of Five (5) years of project experience, providing services similar in size and complexity to that required in Exhibit A - Scope of Services of the RFP
2. Proposer should have a minimum of Three (3) completed or current contracts with Caltrans, County, City or public agency/entity clients, providing services similar in size and complexity to that required in Exhibit A - Scope of Services of the RFP
3. Proposer should have both current valid CA CSLB License A - General Engineering Contractor and Specialty License C-10 - Electrical Contractor

The proposer met the minimum qualification requirements and was further evaluated according to the following evaluation criteria:

- | | |
|---|------------|
| • Capabilities, Experience and Qualifications | 30 percent |
| • Project Understanding | 20 percent |
| • Project Approach | 30 percent |
| • Cost Proposal | 20 percent |

The evaluation criteria are appropriate and consistent with criteria developed for other similar procurements. Several factors were considered when developing these weights, giving the greatest importance to the capabilities, experience and qualifications, and project approach.

During the week of February 17, 2025, the PET team conducted a virtual interview with the firm. The firm's project managers and key team members had an opportunity to present the team's qualifications and respond to the PET's questions. In general, the team's presentation addressed the requirements of the RFP, experience with all aspects of the required tasks, and stressed the firm's commitment to the success of the project. Also highlighted were staffing plans, work plans, and perceived project issues. The team was asked questions relative to the firm's proposed alternatives and previous experience.

At the conclusion of the evaluation, the PET members determined that CEDI met the requirements of the RFP and was technically qualified to perform the work.

The following is a summary of the PET scores:

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	Crosstown Electrical & Data, Inc. (CEDI)				
3	Capabilities, Experience and Qualifications	90.57	30.00%	27.17	
4	Project Understanding	93.35	20.00%	18.67	
5	Project Approach	88.33	30.00%	26.50	
6	Cost Proposal	100.00	20.00%	20.00	
7	LSBE Preference Program (Bonus Points)	100.00	5.00%	5.00	
8	Total		100.00%	97.34	1

C. Price Analysis

The recommended amount has been determined to be fair and reasonable based on the Independent Cost Estimate (ICE), price analysis, fact-finding, and technical evaluation. The negotiated amount is higher than the proposal amount because Metro requested the addition of payment and performance bonds.

	Proposer Name	Proposal Amount	Metro ICE	Negotiated Amount
1	Crosstown Electrical & Data, Inc. (CEDI)	\$ 21,800,000.00	\$ 22,598,865.00	\$ 22,561,793.53

D. Background on Recommended Contractor

Crosstown Electrical & Data, Inc. was founded more than 25 years ago and is located in Irwindale, CA. The firm specializes in providing implementation, installation, integration and maintenance of electrical and ITS Infrastructure, fiber optic, video, wireless, and data communications systems and have established themselves as premier integrators and installers of Traffic, Transportation, Rail, and Public Works-related electrical infrastructure and systems in Southern California.

Crosstown Electrical & Data, Inc. clients include Coachella Valley Association of Governments, the Cities of Santa Clarita, Inglewood, La Habra and Los Angeles, and the CA Department of Transportation (Caltrans).

Crosstown Electrical & Data, Inc has provided services to Metro and performance has been satisfactory.

DEOD SUMMARY

**I-710 INTEGRATED CORRIDOR MANAGEMENT GENERAL CONTRACTOR
SERVICES / OP125440000**

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established a 30% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goal for this Medium Size Business Enterprise (MSZ-II) solicitation. Crosstown Electrical & Data, Inc. exceeded the goal by making a 30.21% SBE and 3.06% DVBE commitment.

Small Business Goal	30% SBE 3% DVBE	Small Business Commitment	30.21% SBE 3.06% DVBE
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	SBE Subcontractors	% Committed	LSBE	Non-LSBE
1.	CB Procurement dba CB Logistics (SBE Supplier)	19.42%	X	
2.	Advantec Consultant Engineers, Inc.	10.79%	X	
	Total SBE Commitment	30.21%		

	DVBE Subcontractors	% Committed	LSBE	Non-LSBE
1.	CB Procurement dba CB Logistics	3.06%	X	
	Total DVBE Commitment	3.06%		

B. Medium Size Business Enterprise Program II (MSZ-II)

No MSZ-II proposals were received. The recommended awardee is a non-MSZ-II firm.

C. Local Small Business Preference Program (LSBE)

Crosstown Electrical & Data, Inc., a non-LSBE prime, subcontracted 33.27% of the contract value with LSBE firms and is eligible for the preference.

D. Prevailing Wage Applicability

Prevailing Wage requirements are applicable to this contract. DEOD will monitor contractors' compliance with the State of California Department of Industrial Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA).

E. Living Wage Service Contract Worker Retention Policy Applicability

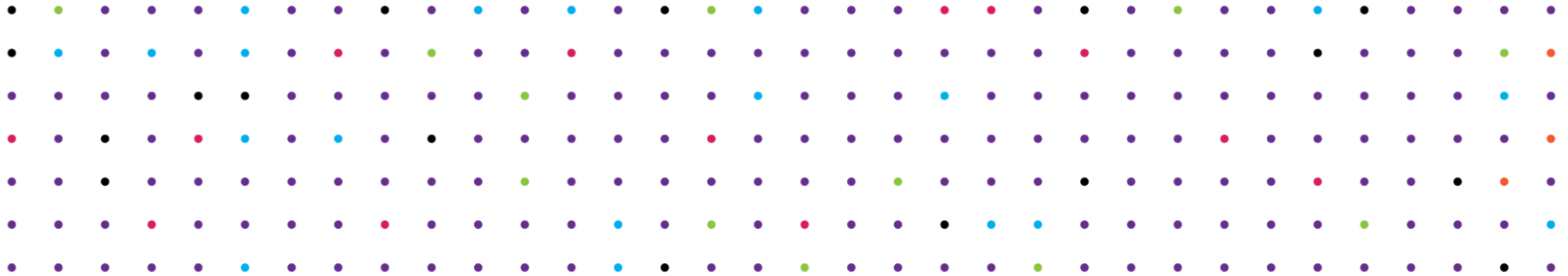
The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

F. Project Labor Agreement/Construction Careers Policy (PLA/CCP)

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of \$2.5 million.

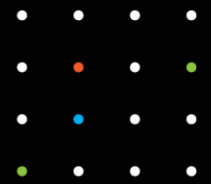
SHARED MOBILITY

I-710 Integrated Corridor Management General Contractor Services - #2025-0119



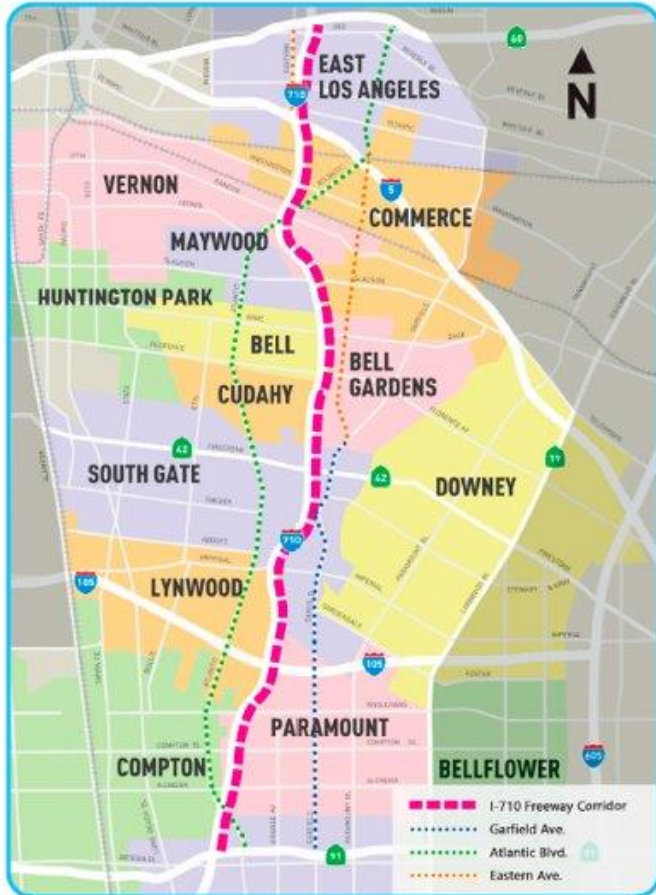
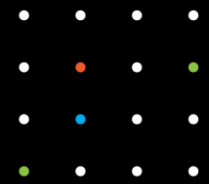
Operations, Safety, & Customer Experience Committee Meeting
June 18, 2025

RECOMMENDATION



AUTHORIZE the Chief Executive Officer to award a 24-month firm-fixed-price contract, Contract OP125440000 to Crosstown Electrical & Data, Inc. for General Contractor (GC) services for the Interstate 710 (I-710) Integrated Corridor Management (ICM) Project in the amount of \$22,561,794 , subject to the resolution of properly submitted protest(s), if any.

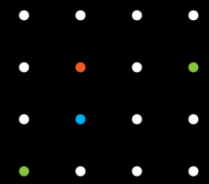
BACKGROUND



I-710 ICM Project

- Was identified as one of the I-710 Task Force's early initiative projects included in the Long Beach-East Los Angeles Corridor Mobility Investment Plan.
- Will rely on multi-modal and multi-agency collaboration to enhance mobility for all modes and manage non-recurring congestion effectively.
- Will optimize traffic signals, enhance real-time traveler information, and implement ITS technologies to improve operations and safety.
- Has secured \$27,840,000 from the State's Trade Corridor Enhancement Program (TCEP), with a match amount of \$7,160,000 in Prop C 25% for a project construction total of \$35 million.

DISCUSSION



The GC will coordinate with Metro, the Construction Manager from the Construction Management Support Services (CMSS) contract, and the local agencies to construct and install project elements. The CMSS contract was approved by the Board in February 2025.

The GC will be responsible for:

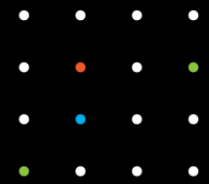
- Purchasing equipment
- Obtaining necessary permits from local agencies
- Coordinating efforts with local agencies
- Testing and verification of equipment/software, systems integration
- And ensuring construction safety at the project location sites

Agencies/Stakeholders:

- Caltrans
- Los Angeles County Public Works (LACPW)
- Bell
- Bell Gardens
- Commerce
- Compton
- Cudahy
- Long Beach
- Lynwood
- Maywood
- Paramount
- South Gate
- Vernon
- Regional Integration of Intelligent Transportation Systems (RIITS)



ISSUE



AWARDEE

Crosstown Electrical and Data Inc. (CEDI)

NUMBER OF BIDS/PROPOSALS

Metro received one (1) proposal. Metro staff conducted a market survey of the firms on the plan holders list:

- One firm responded that they did not meet the contractor license requirements.
- Three firms responded that they were subcontractors and/or material suppliers only.
- Other firms responded that they were considering other future contract opportunities with Metro; some were precluded from bidding due to having worked on an earlier stage of the project; and some stated that the RFP scope did not align with their services.

DEOD COMMITMENT

SBE Goal: 30%

SBE Commitment: 33.21%

DVBE Goal: 3%

DVBE Commitment: 3.06%

ISSUE

General Contractor (GC) Services are required to construct infrastructure improvements, install equipment and software, integrate system elements, and test and verify functionality to deliver the I-710 ICM Project.





Board Report

File #: 2025-0267, File Type: Informational Report

Agenda Number: 27.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE JUNE 18, 2025

**SUBJECT: FOOTHILL EXTENSION TO POMONA LIGHT RAIL PROJECT TITLE VI SERVICE
AND FARE EQUITY ANALYSIS**

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

APPROVE the Foothill Extension to Pomona Operating Plan Title VI Service and Fare Equity Analysis (Attachment A).

ISSUE

Section 601 of Title VI of the Civil Rights Act of 1964 states “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

As a recipient of federal funding, Metro must ensure its programs and activities are conducted consistently with the intent of Title VI. The Foothill Extension to Pomona is a new light rail project involving federal funding that is expected to begin operating in 2025. Consistent with Federal Transit Administration Title VI guidelines and Metro’s Title VI Plan, a Service and Fare Equity (SAFE) Analysis of this new line’s service impacts on minority populations was presented at the public hearing in April 2025. The minority populations as identified in Metro’s Title VI Plan (2022) are Black/African American, American Indian/Alaskan Native, Asian/Pacific Islander, and Latino/Hispanic.

BACKGROUND

Foothill Extension to Pomona Light Rail Project

The Foothill Gold Line Extension Project broke ground in December 2017 and will be integrated with A Line operations consistent with the Metro Board adopted Operating Plan. It is a 9.1-mile, four-station light rail addition to the existing A Line that extends from the current terminus at Azusa (APU/Citrus College Station) east to serve four new stations at Glendora, San Dimas, La Verne, and Pomona.

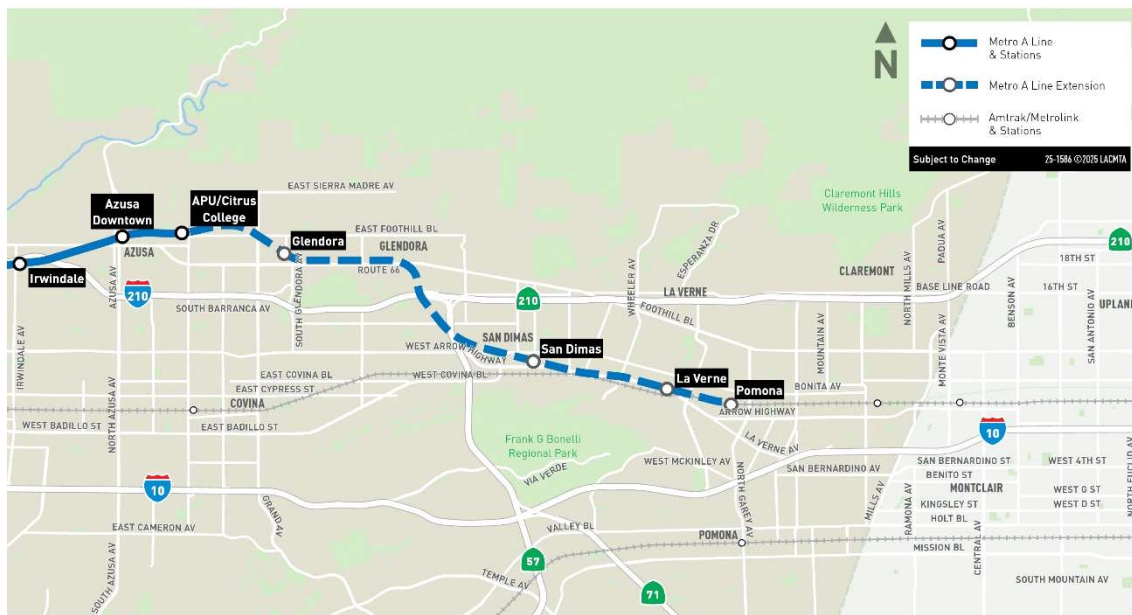
The project reached substantial completion on January 3, 2025, and the Foothill Gold Line

Construction Authority has turned the project over to Metro for training and pre-revenue operations. The remaining project segment from Pomona to Montclair, including the Claremont and Montclair stations, will be built as a separate phase.

Figure 1 - Foothill Extension to Pomona

Metro A Line Extension

Foothill Extension 2B Phase I



The A Line (including the four new stations) will operate the following service frequencies:

- 8-minute peak service weekdays
- 10-minute off-peak weekday and daytime weekend service
- 20-minute evening/late-night service

These service levels are consistent with those operated on all Metro light rail lines and are expected to meet passenger demand.

There is no loss of Metro bus or rail service levels with the new Foothill Extension to Pomona Light Rail Project. Fares will be the same as other Metro rail and bus services.

The A Line light rail extension extends beyond Metro's primary bus service area and falls

predominantly within the Foothill Transit bus service region. Several of their bus lines will directly serve the new rail stations, and to further support seamless integration between bus and rail, Foothill Transit will restructure one existing bus route and introduce a new bus route. Foothill Transit bus services will serve this extension as detailed here:

- Foothill Transit Line 291 serves the Metrolink Pomona North Station (site of future A Line Pomona Station);
- Line 492 connects to the future San Dimas Station, and;
- Line 284 operates adjacent to the future Glendora Station;
- Line 197 will be rerouted to serve the future La Verne Station;
- Foothill Transit plans to launch a new Line 295, which will provide service to the new San Dimas Station, Cal Poly Pomona, and Mt. San Antonio College.

These changes aim to enhance connectivity, expand transit options, and improve the overall passenger experience for residents throughout the Greater San Gabriel Valley region. Foothill Transit will help promote the new A line extension and their associated bus services.

Metro's Title VI Program, which was most recently updated and approved by Metro's Board in September 2022, requires two analyses to be completed for each new rail line.

Disparate Impact

A disparate impact will be deemed to have occurred if the absolute difference between the percentage of minority population served by the new lines and the overall percentage of minority riders in the Metro service area is at least 5%.

Disproportionate Burden

Metro defines low-income riders at \$69,350 or less for their household income, which represents the median income of a four-person household in Los Angeles County (California Department of Housing and Community Development's 2024 State Income Housing Limits). A disproportionate burden will be deemed to exist if an absolute difference between the percentage of low-income population served by the new lines and the overall percentage of low-income persons in the Metro service area is at least 5%.

A finding of a disproportionate burden on a low-income population requires Metro to evaluate alternatives and mitigate burdens where practicable.

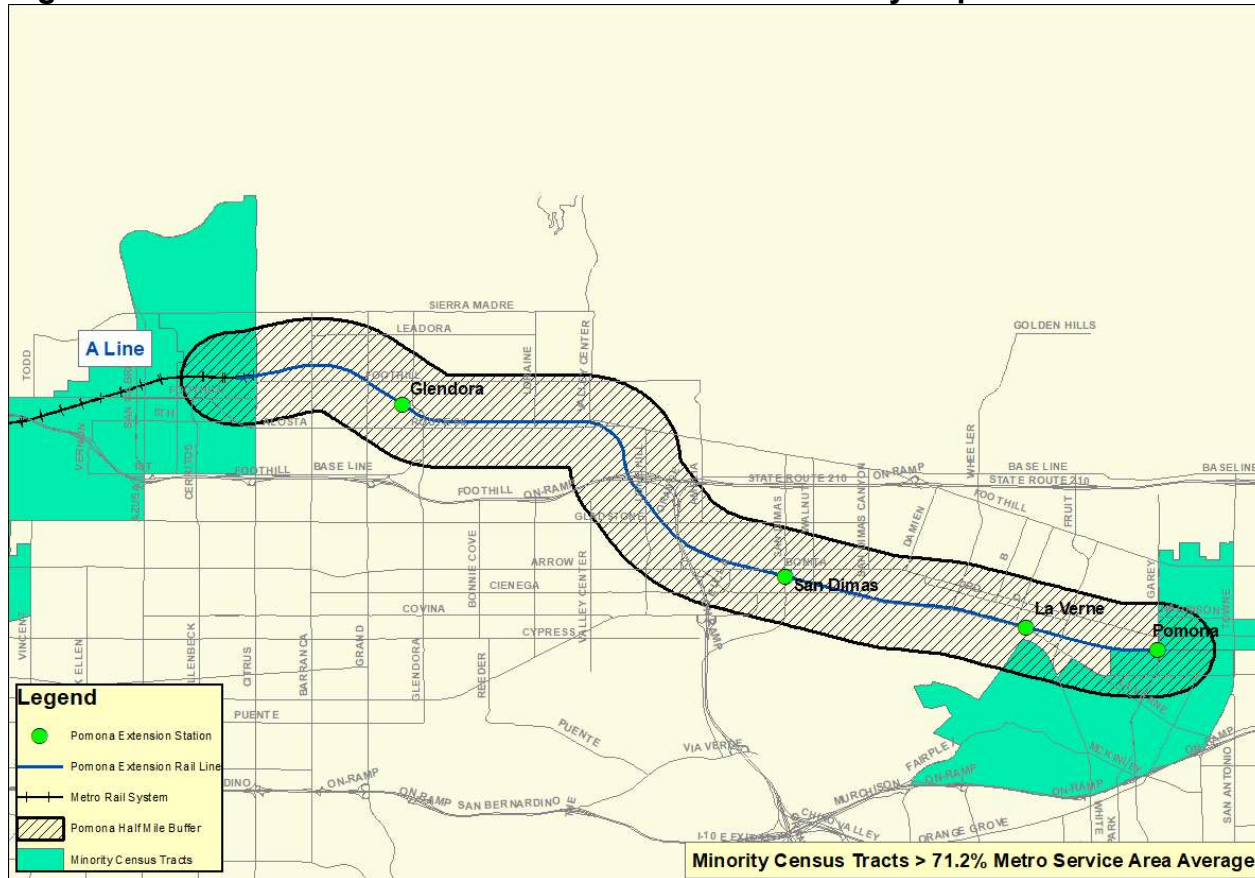
DISCUSSION

As required under Title VI, Metro has reviewed the minority and low-income populations that will be served by the new Foothill Extension rail line based on 0.5-mile catchments around the new line.

The minority population served by the new Foothill Extension to Pomona rail service comprises 64.3% of the overall population the new line will serve, which is 6.9% lower than the 71.2% average

for Metro's overall service area (see Figure 2, Table 1). However, since the project will provide a benefit to both the corridor and the minority population, and the new service will not reduce other rail or bus services, the improvement is positive and therefore, the community, including the minority population, benefits from the new rail service and the disparate impact does not require mitigation.

Figure 2 - Foothill Extension to Pomona Rail Line - Minority Population



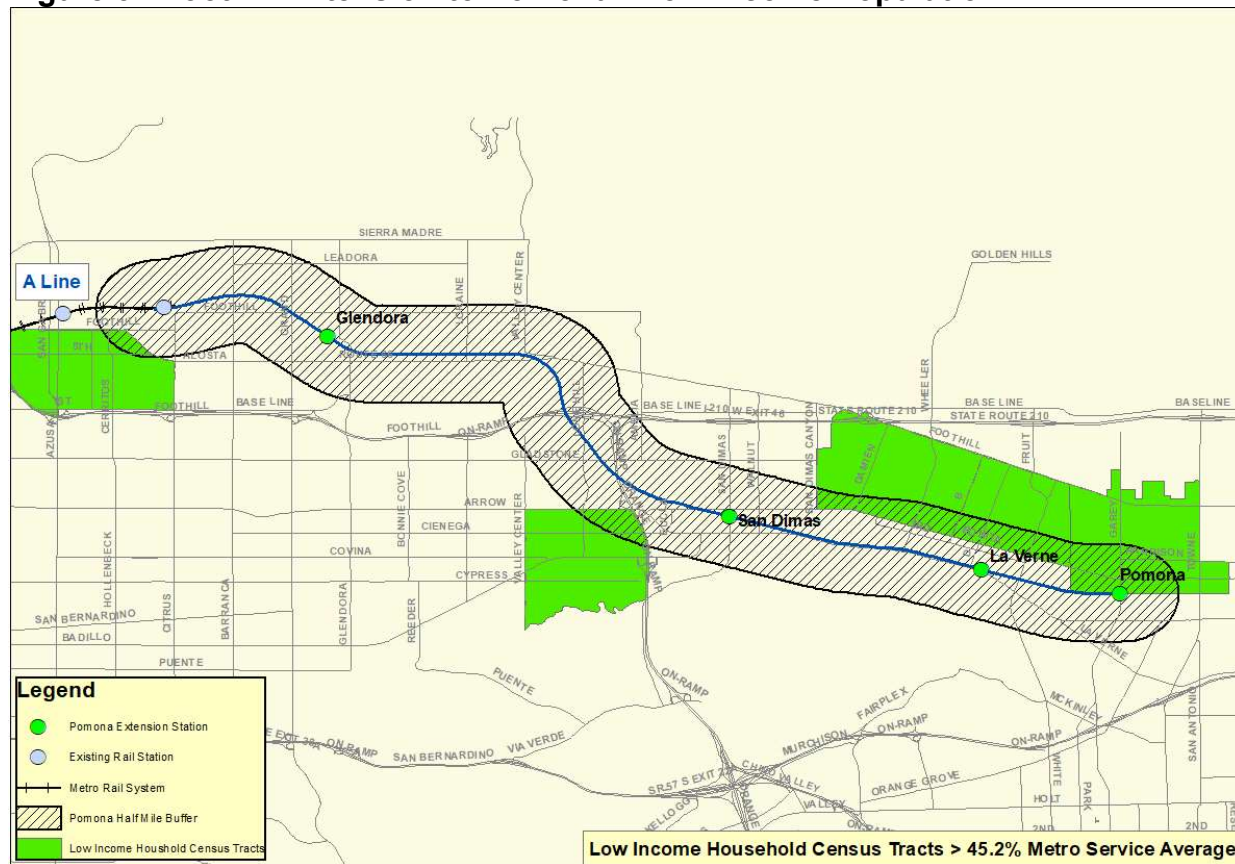
Note: The Metro Service Area information was updated to incorporate this project

Table 1

Comparison	Population	Minority Population	Minority Percentage
Foothill 2B Ph I Rail Project	127,145	81,733	64.3%
Metro Service Area	7,580,839	5,397,073	71.2%
Difference Comparison			-6.9%

Note: Data source is the 2023 American Community Survey.

The low-income households served by the new rail service (see Figure 3, Table 2) comprise 38.7% of the households within the catchment area. This is 6.5% lower than the average of 45.2% of low-income households within the Metro Service Area. However, since the project is a benefit to both the corridor and the low-income households the line will serve, the service change is positive, and therefore, the community, including the low-income households, benefits from the new rail service, and the disproportionate burden does not require mitigation.

Figure 3 - Foothill Extension to Pomona - Low Income Population**Table 2**

	Number of Households	Number of Low-Income Households	Low-Income Household Percentage
Foothill 2B Ph I Rail Project	42,119	16,313	38.7%
Metro Service Area	2,663,368	1,205,146	45.2%
Difference Comparison			-6.5%

Note: Data source is the 2023 American Community Survey.

Conclusion:

The Service Equity Analysis shows that both the percentage minority and the low-income populations served by the new Foothill Extension to Pomona Light Rail Project are more than 5% different from those of the Metro service area. This means under Title VI guidelines that there is a disparate impact (minority population) and disproportionate burden (low-income population) associated with this new rail project. However, the new Foothill Extension to Pomona Light Rail Project provides high-quality mobility options and benefits to minority populations as well as low-income households that will be served by this new rail corridor. Minorities and low-income riders will be the primary beneficiaries of this project. In addition, benefits do not come at the expense of other transit services. As a result, Metro concludes that any disparate impact or disproportionate burden under Title VI will not require mitigation.

Metro followed the requirements of FTA Circular 4702.1B and met the legal test for disparate impact as follows:

- 1) Metro has a substantial legitimate justification for the proposed service changes as it works to expand access to high-quality rail service and facilities across the Metro service area.
- 2) Metro has no alternatives that would have a less disparate impact on minority riders but would still accomplish the transit provider's legitimate program goals with the opening of the Foothill Extension to Pomona Light Rail Project. Staff therefore requests for the Metro Board to adopt this analysis in support of the impending introduction of the new light rail service.

Metro conducted a public hearing at 6 p.m. on Monday, April 14, 2025, to present the Title VI Service and Fare Equity Analysis in order to receive public comment. Information regarding the proceedings was shared via public announcements at the January and March 2025 Metro San Gabriel Valley Service Council meetings, posts on Nextdoor and Metro's blog, The Source, eblasts to San Gabriel Valley stakeholders/project stakeholders, as well as take-one brochures distributed at customer information centers and on board Metro buses serving the nearby area.

The notice of intent to hold the public hearing and information on the methods to submit public comments were published in the following publications and languages:

- Asbarez Armenian Daily News (Armenian)
- Asian Journal (Tagalog)
- Korea Times (Korean)
- La Opinión (Spanish)
- Los Angeles Daily News (English)
- Los Angeles Sentinel (English)
- Mid Valley News (English)
- Nueva Voz (Spanish)
- Pasadena Star News (English)
- Panorama (Russian)
- Rafu Shimpo (Japanese)
- San Gabriel Valley Tribune (English)
- The Wave (English)
- World Journal (Chinese Daily News)

In addition to being accepted during the hearing, public comments were also accepted via email and postal mail. A summary of comments received is included as Attachment B to this report. No comments were received that warranted any changes to the service plan.

DETERMINATION OF SAFETY IMPACT

There is no safety impact as the results of this Title VI analysis for the Foothill Extension rail service plan, which does not alter any element of this project in terms of facilities and fleet designs that will

support safe operations when revenue service begins.

FINANCIAL IMPACT

The results of this Title VI analysis for the Foothill Extension rail service plan do not alter any element of this project in terms of facilities or services planned to operate when revenue service begins.

Impact to Budget

There is no impact to the approved Metro FY26 budget. The introduction of revenue service on this new rail line extension is included in the Metro FY26 budget, and that budget will not change as a result of this analysis.

EQUITY PLATFORM

The Title VI Service and Fare Equity Analysis is a formal consideration of the impact on minority and low-income communities of the service plan for the Foothill Extension to Pomona rail line that is expected to open for service in 2025.

The analysis concludes that while there are disparate impacts and disproportionate burdens under Title VI, this project will provide new high quality mobility options for the communities it will serve. Minority and low-income riders will be beneficiaries of this project.

Efforts to engage the community through the public hearing process were conducted as outlined above.

VEHICLE MILES TRAVELED OUTCOME

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

This item supports Metro's systemwide strategy to reduce VMT through operational activities that will benefit and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

Metro conducted a preliminary analysis to show that the net effect of this multi-modal item is to decrease VMT. Impacts on VMT for the Foothill Extension to Pomona were analyzed through the Environmental Impact Report process. The result of this analysis was a reduction of 40,074 VMT per day in the study area, and a reduction of 370,805 VMT per day for the region for the build condition (2035) as compared to the no-build option for this project. This impact conclusion is based on the [SEIR 2 for the project <https://foothillgoldline.org/wp-content/uploads/2022/07/Foothill-Gold-Line-Final-SEIR-3_FINAL_071822.pdf>](https://foothillgoldline.org/wp-content/uploads/2022/07/Foothill-Gold-Line-Final-SEIR-3_FINAL_071822.pdf) (see Section 3.1.24 Long Term Impacts, Table 3-1 Summary of

Vehicle Miles Traveled).

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Recommendation supports strategic plan goal #1: Provide high quality mobility options that enable people to spend less time traveling. The service changes also respond to the sub-goal of investing in a world-class bus system that is reliable, convenient, safe, and attractive to more users for more trips.

ALTERNATIVES CONSIDERED

The alternative to the recommendation would be not to approve the Title VI analysis for the Foothill Extension to Pomona Rail Line. This would delay the opening of the line for revenue service, as it is a federal requirement before opening the project for revenue service.

NEXT STEPS

Once adopted, this analysis completes the requirement for a Title VI Service and Fare Equity Analysis for the Foothill Extension to Pomona Light Rail Project, which is expected to open later in 2025 once all pre-revenue system testing and service operations are completed.

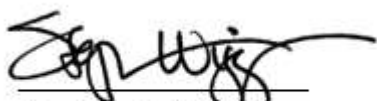
ATTACHMENTS

Attachment A - Foothill Extension to Pomona Operating Plan Title VI Service and Fare Equity Analysis

Attachment B - Public Hearing Comments

Prepared by: Joe Forgiarini, Senior Executive Officer, Service Development, (213) 418-3400

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034



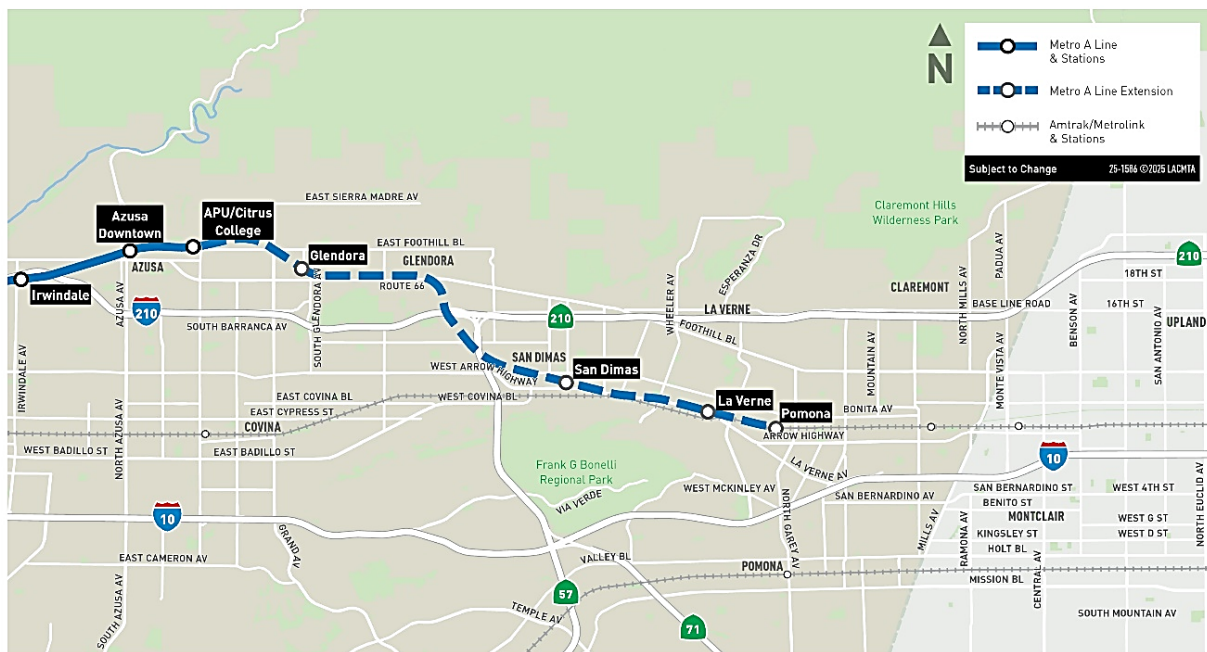
Stephanie Wiggins
Chief Executive Officer

LA Metro – Foothill 2B Ph. I

(A Line Glendora to Pomona Extension Rail Project)

Title VI Service Equity Analysis

Metro A Line Extension Foothill Extension 2B Phase I



Prepared by Los Angeles Metro Operations Department, April 2025
Agency Recipient ID 5566
Agency Contact: Joanna Lemus, Senior Manager, Civil Rights Programs (Title VI),
Office of Civil Rights & Inclusion
(Phone 213.922.4067; lemusj@metro.net)

Introduction

Section 601 of Title VI of the Civil Rights Act of 1964 states “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

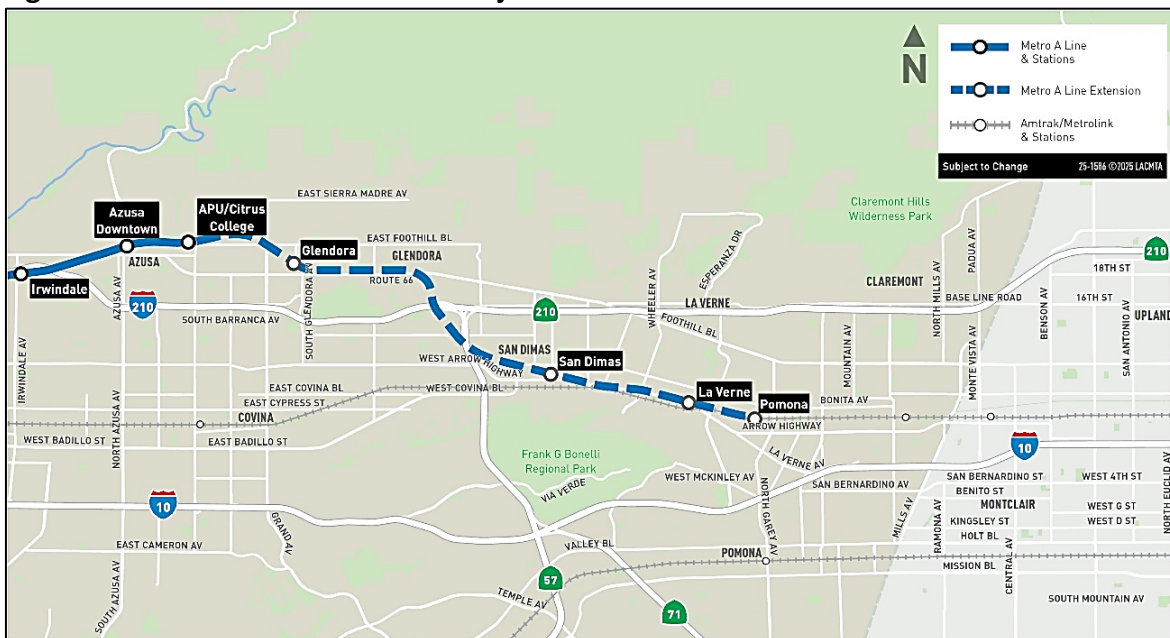
As a recipient of federal funding, LA Metro is required to ensure its programs and activities align with the principles of Title VI. The Foothill 2B Phase I Light Rail Project is an eastern extension of the existing A Line from the APU/Citrus College Station to Pomona and is set to begin revenue service in 2025. In accordance with Federal Transit Administration Title VI guidelines and Metro’s Title VI Plan a Service and Fare Equity (SAFE) Analysis is required to assess the impact of this new service on minority populations.

Background

The Foothill 2B Phase I Rail Project consists of a 9.2-mile extension of the existing A Line light rail, extending from its current northern terminus at APU/Citrus College Station (Figure 1) to Pomona. This extension introduces four new stations located in Glendora, San Dimas, La Verne, and Pomona. The project was constructed by the Foothill Construction Authority and will be owned and operated by Metro.

Metro will operate up to 8-minute peak service weekday mornings and afternoons (6am-9am and 3pm-6pm), with 10-minute frequency between 9am-3pm weekdays and daytime Saturdays and Sundays. Twenty-minute service will be operated during evening and late night periods. These service levels are consistent with the existing A Line service levels.

Figure 1 – Foothill 2B Phase I Line Project



The fare structure for the newly introduced A Line extension will align with the standard pricing applied across Metro's rail and bus network.

The A Line extension extends beyond Metro's primary bus service area and falls predominantly within the Foothill Transit bus service region. Several of their bus lines will directly serve the new A Line stations. To further support seamless integration between bus and rail, Foothill Transit will restructure one existing bus line and introduce a new bus line. Foothill Transit bus lines will serve this extension as detailed here:

- Line 291 serves the Metrolink Pomona North Station (new A Line Pomona Station);
- Line 492 connects to the new San Dimas Station, and;
- Line 284 operates adjacent to the new Glendora Station;
- Line 197 will be rerouted to serve the new La Verne Station;
- Foothill Transit plans to launch a new Line 295, which will provide service to the new San Dimas Station, Cal Poly Pomona, and Mt. San Antonio College.

These changes aim to enhance connectivity, expand transit options, and improve the overall passenger experience for residents throughout the Greater San Gabriel Valley region.

Analysis

Metro's Title VI Policies

Major Service Change Policy

Metro's Major Service Change Policy requires this Title VI Analysis be completed six months before the opening of the new fixed guideway project (e.g., Foothill 2B Phase I). This requirement applies irrespective of whether the service changes meet the thresholds outlined in other subsections of the policy.

- Disparate Impact refers to a facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin and the policy lacks a substantial legitimate justification, including one or more alternatives that would serve the same legitimate objectives but with less disproportionate effects based on race, color or national origin. This policy defines the threshold Metro will utilize when analyzing the impacts on minority populations and/or riders. For major service changes, a disparate impact will be deemed to have occurred **if the absolute difference between the percentage of minorities adversely affected and the overall percentage of minority riders is at least 5%.**
- Disproportionate Burden refers to a neutral policy or practice that disproportionately affects low-income riders more than non-low-income populations and/or riders. Metro defines low-income as \$69,350 for a four-member household which represents the median income of a four-member household in Los Angeles County. The finding of a disproportionate burden for

major service changes requires Metro to evaluate alternatives and mitigate burdens where practicable. For major service changes, a disproportionate burden will be deemed to exist if **an absolute difference between the percentage of low-income people adversely affected by the service change and the overall percentage of low-income people is at least 5%.**

The definitions of disparate impact and disproportionate burden were adopted in Metro's Title VI Program which was last updated and approved by Metro's Board in October 2022. The threshold referenced is taken from the California Department of Housing and Community Development's 2024 State income Housing Limits; this amount is being referenced as the updated threshold and will be included in the 2025 Title VI update that will be brought to the Metro Board for adoption later this year.

Disparate Impact Analysis Methodology

To assess whether the change will have a disparate impact on minority riders, the ethnicity demographic data of the community this new rail alignment will serve is analyzed. The data is then compared to the ethnicity demographic data of Metro's entire Service Area. If the absolute difference between the minority percentage along the new rail alignment and the Metro Service Area minority percentage is at least 5%, an impact is deemed to have occurred.

Service and Fare Impacts of New A Line Foothill Extension Glendora to Pomona

When the A Line service is extended to Pomona in mid-2025, approximately 113,000 annual rail revenue hours will be added to the existing transit service to the corridor. No existing light rail segment will see less service as a result of these extra revenue service hours for the A Line extension. As outlined above, the segment between APU/Citrus College and Pomona Stations (serving three intermediate new stations) will have the same levels of service as the rest of the A Line: 8-minute service in the peak periods, and 10-minute service during midday and weekend periods.

The fares for the new A Line extension will be the same as for other Metro rail and bus services and are integrated with the fares for these other services. There are no Metro bus service changes being made because of the new rail services to be operated as described above.

Minority and Low-Income Populations Served by New A Line Foothill Extension Glendora to Pomona

As required under Title VI, Metro has reviewed the minority and low-income populations that will be served by the new 9.2-mile, 4-station Foothill 2B Ph I (A Line Extension Glendora to Pomona) rail service based on being within 0.5 miles of the alignment. The relevant data is shown in Tables 1 and 2 below. There is no ridership data to analyze for demographics as the line is not yet in operation.

The minority population that will be served by the Foothill 2B Ph I rail project (see Figure 2, 0.5-mile catchment) comprises 64.3% of the overall population; the new line will serve a minority population 6.9% lower than the 71.2% average for Metro's overall service area. This constitutes a disparate impact to the minority population under Title VI. However, since the project is a benefit to both the corridor and the minority population the new line will serve, by adding a new rail service and not

LA Metro – Foothill 2B Ph. I (A Line Glendora to Pomona Extension Rail Project)
Title VI Service Equity Analysis

reducing associated Metro bus services, the disparate impact is positive for the minority population under Title VI and does not require any review of alternative options for mitigation.

Figure 2 – Foothill 2B Ph I (A Line Ext. to Pomona) – Minority Population

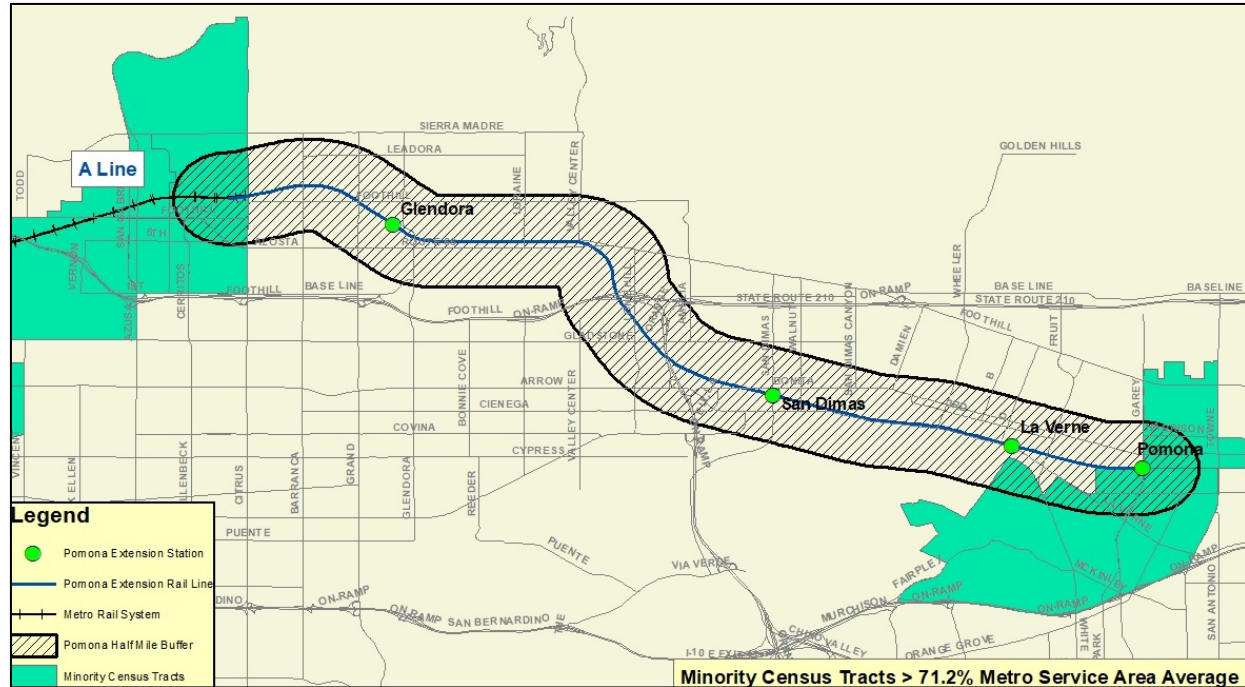


Table 1

Comparison	Population	Minority Population	Minority Percentage
Foothill 2B Ph I Rail Project	127,145	81,733	64.3%
Metro Service Area	7,580,839	5,397,073	71.2%
Difference Comparison			-6.9%

Note: Data source is the 2023 American Community Survey.

The low-income households that will be served by the Foothill 2B Ph I rail project (see Figure 3, 0.5-mile catchment) comprise 38.7% of the households. This is 6.5% lower than the Metro Service Area average of 45.2% for low-income households. Consequently, this would normally represent a disproportionate burden for the low-income households the new line will serve. However, since the project is a benefit to both the corridor and the low-income households the line will serve, by adding a new rail service and not reducing associated Metro bus services, the disproportionate burden is positive for the low-income population under Title VI and does not require any review of alternative options for mitigation.

Figure 3 – Foothill 2B Ph I (A Line Ext. to Pomona) – Low-Income Population

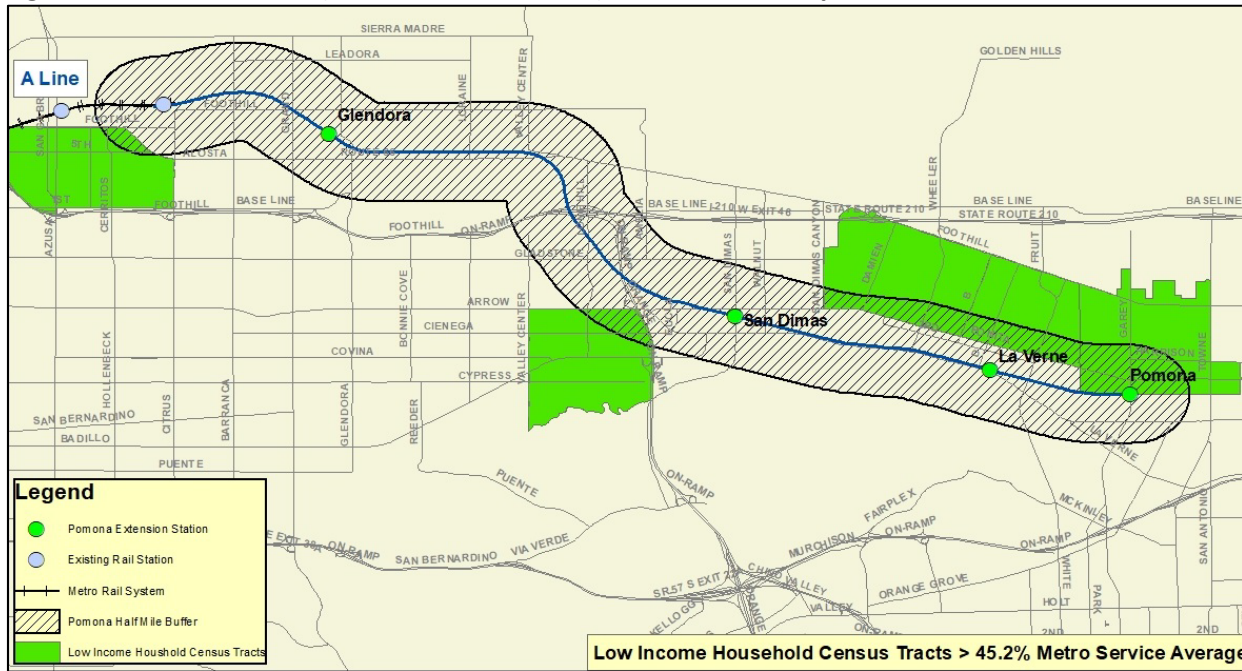


Table 2

	Number of Households	Number of Low-Income Households	Low-Income Household Percentage
Foothill 2B Ph I Rail Project	42,119	16,313	38.7%
Metro Service Area	2,663,368	1,205,146	45.2%
Difference Comparison			-6.5%

Note: Data source is the 2023 American Community Survey.

Outreach

Throughout the development and construction of the Foothill Extension light rail project, the Foothill Construction Authority conducted an extensive outreach and communications program engaging a wide range of audiences in the corridor area with information and updates about the project. This included key stakeholder group briefings and presentations, distribution of construction notices, e-notifications, and press releases as summarized below. Special accommodations, including Spanish language interpretations were made available upon request for all meetings. A fact sheet containing the project’s hotline number, website, and email address was widely distributed and posted on the project website. In 2011, Public Scoping Meetings on the Proposed Azusa to Montclair Light Rail Extension were held to receive feedback on the project scope, alternatives to be reviewed in the environmental report, and issues needing to be addressed through the draft environmental impact report analysis. Each public scoping meeting drew 60-70 participants. The public comment period was held from December 27, 2010, through February 2, 2011. Meetings were held as follows:

- Wednesday, January 12, 6-8 pm: Ganesha Community Center, Ganesha Park, 1575 N. White Av, Pomona, CA

- Wednesday, January 19, 6-8 pm: Oakmont Elementary School, 120 W. Green St, Claremont, CA
- Thursday, January 13, 6-8 pm: Timothy Daniel Crowther Teen and Family Center, 241 W. Dawson Av, Glendora, CA
- Thursday, January 20, 6-8 pm: Ekstrand Elementary School, 400 N. Walnut Av, San Dimas, CA

These meetings were publicized through the following methods:

- Direct mail postcards to approximately 15,000 property owners, occupants and stakeholder database (business and community-based organizations, environmental justice groups, etc.)
- Legal notices in the San Gabriel Tribune and the Inland Valley Daily Bulletin
- Display advertising in local newspapers
 - Inland Empire Weekly
 - Inland Valley Daily Bulletin
 - Claremont Courier
 - San Gabriel Valley Tribune
- Digital Media:
 - Project E-News Update, blog, and social media channels (Facebook, Twitter)
 - Email eblast through local chambers of commerce
 - City websites, website calendars and/or newsletters, and social media
- Media Sources /Earned Media
- Outreach calls/e-mails to approx. 75 community/civic organizations and chambers

In 2012, Public Hearings on the Draft Environmental Impact Report for the Azusa to Montclair Project were held to review the Draft EIR and receive feedback. A 45-day public comment and review period was held from August 21, 2012 until October 5, 2012. Hearings were held on the following dates:

- September 20, at 5:30 PM: Montclair Senior Center, 5111 Benito St, Montclair, CA 91763
- September 24, 5:30 PM: Hillcrest Meeting House, 2705 Mountain View Dr, La Verne, CA 91750

These meetings were publicized through the following methods

- Direct mail to 13,946 business and community-based organizations, environmental justice groups, homeowner/resident/neighborhood associations, previous meeting participants, and those who requested information about the project, and residents near the alignment.
- Digital Media:
 - Project E-News Update
 - Email eblast through local chambers of commerce
 - City websites and/or newsletters, city website calendars, social media
- Project social media channels (Facebook, Twitter)
- Media Sources /Earned Media
 - Antonovich.com, Claremont Courier Claremont-La Verne Patch, Courier City Beat, Curbed LA, Inland Valley Daily Bulletin, Monrovia Patch, Pasadena Star-News, Railway Track and Structure, San Gabriel Valley Tribune and Whittier Daily News

In 2015, Community Open House Meetings were held in each city, to update the community on the project status and schedule from Azusa to Montclair, highlight station art/artists, and receive initial art concepts feedback.

- La Verne - April 16, 6-8 PM: La Verne Community Center, 3680 “D” St, La Verne, CA 91750-
- Montclair - April 21, 6-8 PM: Montclair Senior Center, 5111 Benito St, Montclair, CA 91763-
- Glendora - April 23, 6-8 PM: Glendora Public Library, 140 S. Glendora Av, Glendora, CA 91741
- Claremont - April 29, 6-8 PM: Alexander Hughes Community Center - Padua Room, 1700 Danbury Rd, Claremont, CA 91711
- San Dimas - April 30, 6-8 PM: San Dimas Senior Center, 201 E. Bonita Av, San Dimas, CA 91773-
- Pomona - May 7, 6-8 PM: Palomares Park Community Center, 499 E. Arrow Hwy, Pomona, CA 91767

These meetings were publicized through the following methods

- E-communications toolkit distributed to key organizations to supplement notification
- Display advertising in local newspapers and social media
 - Inland Valley Daily Bulletin
 - Claremont Courier
 - San Gabriel Valley Tribune
 - Los Angeles Times
 - Facebook Ad
- Digital Media:
 - Project E-News Update, website, blog, and social media channels (Facebook, Twitter)
 - Email eblast through local chambers of commerce
 - City websites, website calendars and/or newsletters, social media
- Media Advisories
- Direct mail postcards to approximately thousands of property owners within ½- mile of the rail corridor, plus email invitations to the project stakeholder database.

In 2017, Community Open House Meetings were held in each city to update the community on the project status and schedule from Azusa to Montclair, highlight station art/artists and what to expect during construction.

- Thursday, July 13, San Dimas Senior/Community Center, 201 E. Bonita Av, San Dimas, CA 91773
- Tuesday, July 18, Palomares Park Community Center, 499 E. Arrow Hwy, Pomona, CA 91767
- Wednesday, July 19, Montclair Senior Center, 5111 Benito St, Montclair, CA 91763
- Monday, July 24, Alexander Hughes Community Center, 1700 Danbury Rd Claremont, CA 91711
- Thursday, August 3, Hillcrest Retirement Community, 2705 Mountain View Dr, La Verne, CA 91750
- Monday, August 7, Glendora Library, Bidwell Forum, 140 S. Glendora Av, Glendora, CA 91741

These meetings were publicized through the following methods

- E-communications toolkit distributed to key organizations to supplement notification
- Display advertising in local newspapers and social media
 - Inland Valley Daily Bulletin
 - Claremont Courier
 - San Gabriel Valley Tribune
 - San Gabriel Examiner
 - Los Angeles Times
 - Facebook Ad

- Digital Media:
 - Project E-News Update, website, blog, and social media channels (Facebook, Twitter)
 - Email eblast through local chambers of commerce
 - City websites, website calendars and/or newsletters, social media
- Media Advisories
- Direct mail postcards to approximately thousands of property owners within ½- mile of the rail corridor, plus email invitations to the project stakeholder database.

On Monday, December 10, 2018 (5:30-7:30 PM) at La Verne Community Center, 3680 D St, La Verne CA 91750, a Scoping Meeting for the Supplemental Environmental Impact Report (SEIR) was held to discuss possible construction and operation phasing for the 12.3-mile, six-station Glendora to Montclair Project, and a proposed modification to the future parking facility location at Pomona Station. The public comment period was held from December 10, 2018 - January 4, 2019 (approximate start date). The meeting was publicized through the following methods:

- Printed and mailed libraries for public counter distribution
- E-communications toolkit distributed to key organizations to supplement notification
- Legal notices in the San Gabriel Tribune and the Inland Valley Daily Bulletin
- Display advertising in local newspapers and social media
 - Inland Valley Daily Bulletin
 - Claremont Courier
 - San Gabriel Valley Tribune
 - San Gabriel Valley Examiner
 - Los Angeles Times
 - Facebook Ad
- Digital Media:
 - Project E-News Update, website, blog, and social media channels (Facebook, Twitter)
 - Email eblast through local chambers of commerce
 - City websites, website calendars and/or newsletters, social media
- Media Advisories

A Public Hearing to review and comment on the Draft Supplemental Environmental Impact Report (SEIR) was held on Tuesday, April 16, 2019 (5:30 – 8:30 PM). The Hearing started at 6 PM at La Verne Community Center, 3680 D St, La Verne, CA 91750. The public comment period was held from March 22, 2019 - May 6, 2019. The hearing was publicized through the following methods:

- Printed and mailed or emailed notices to libraries chambers of commerce and cities for public counter distribution
- E-communications toolkit distributed to key organizations to supplement notification
- Legal notices in the San Gabriel Tribune and the Inland Valley Daily Bulletin
- Display advertising in local newspapers and social media
 - Inland Valley Daily Bulletin
 - Claremont Courier
 - San Gabriel Valley Tribune
 - San Gabriel Valley Examiner
 - Los Angeles Times
 - La Nueva Voz
 - Mid Valley News
 - Facebook Ad

- Digital Media:
 - Project E-News Update, website, blog, and social media channels (Facebook, Twitter)
 - Email eblast through local chambers of commerce
 - City websites, website calendars and/or newsletters, social media
- Media Advisories

In 2020, Community Open Houses were convened to update the community on the project status and schedule as it was readied for construction. The design-build team, Draft Baseline Schedule, staff and station artists were available to discuss the project and answer questions. While there was information on the Pomona to Montclair segment of the project, the open houses focused on the beginning of construction for the Glendora to Pomona segment. Open house meetings were held as follows:

- Glendora - Thursday, March 5: Glendora Public Library, Bidwell Forum, 140 S. Glendora Av, Glendora, CA 91741. Station Artist: Michael Hillman
- La Verne - Tuesday, March 10: La Verne Community Center, 3680 "D" St, La Verne, CA 91750. Station Artist: Blue McRight
- Pomona - Wednesday, March 11: Palomares Community Center, 499 E Arrow Hwy, Pomona, CA 91767. Station Artist: Steve Farley
- San Dimas - Thursday, March 12: Stanley Plummer Community Building 245 East Bonita Av, San Dimas, CA 91773. *Station Artist: Eugene & Anne Daub (meeting cancelled due to COVID and start of Stay-at-Home orders)*

These meetings were publicized through the following methods:

- Printed and mailed or emailed notices to libraries chambers of commerce and cities for public counter distribution
- E-communications toolkit distributed to key organizations to supplement notification
- Display advertising in local newspapers and social media
 - Inland Valley Daily Bulletin
 - San Gabriel Valley Tribune
 - San Gabriel Valley Examiner
 - College Newspapers: University of La Verne, Citrus College, Cal Poly Pomona
 - Los Angeles Times
 - La Nueva Voz
 - Facebook Ad
- Digital Media:
 - Project E-News Update, website, blog, social media channels (Facebook, Twitter)
 - Email eblast through local chambers of commerce
 - City websites and/or newsletters, city website calendars, social media,
- Media Advisories

A Virtual Public Scoping Meeting for the Supplemental Environmental Impact Report (SEIR) 2 was held on Wednesday, June 24, 2020, 5:30 PM-7 PM due to COVID Stay-at-Home orders. The meeting was held to update the community on the Glendora to Montclair project and receive input on impacts of concerns for the Project Modifications including potential changes to proposed parking at station locations in Glendora, San Dimas, La Verne, Pomona and

Claremont. Public comments were accepted through July 8, 2020. The meeting was publicized through the following methods:

- Agency coordination with cities and school districts
- E-communications toolkit distributed to key organizations to supplement notification
- Legal notices in the San Gabriel Tribune and the Inland Valley Daily Bulletin
- Digital Media:
 - Project E-News Update, website, blog, and social media channels (Facebook, Twitter)
 - City websites and/or newsletters, city website calendars, social media,
- Local and regional media outlets received Project E-News Update

As the project moved from planning to construction, the Construction Authority implemented proactive communication strategies with stakeholders including residents, small and large businesses, cities, higher education institutions, emergency responders, community service organizations, senior housing organizations, media outlets and others. The primary goal was to utilize a “no surprises” approach that proactively informed stakeholders about upcoming construction and potential impacts. Since the beginning of construction in 2020, the Authority kept the community apprised of over 200 street closures and directly distributed more than 47,500 construction notices. Construction notices in English and Spanish were made available to Pomona stakeholders at the City’s request (no other city requested additional languages). A comprehensive list of notification tactics to support the “no surprises” approach is included below. Additionally, over 430 inquiries were received and responded to by the project team through the project hotline and email.

In addition to direct outreach to the most impacted residents and businesses, the Construction Authority kept the general public updated on the project and how to ask questions through the following:

- Weekly pictures of the week, monthly e-news updates, quarterly newsletters
- On-line interactive construction map with widget for stakeholder websites
- Robust public information materials (newsletters, factsheets, 3D station models, website, blog, monthly and topic-specific videos)
- Construction signage
- Community presentations, briefings and meetings
- Neighborhood walks and activity center outreach
- Traditional media and social media
- Advertisements in local newspapers
- Partnerships with cities, chambers of commerce and Unified School Districts to maximize reach

A Virtual Community Update Meeting was held on Wednesday, May 19, 2021: 6 PM-7 PM to update the community on progress and the latest construction update, including project schedule, stations and art component, parking, upcoming bridge construction, and more. The meeting was publicized as follows:

- Door-to-door notice distribution
- E-communications toolkit distributed to key organizations to supplement notification
- Legal notices in the San Gabriel Tribune and the Inland Valley Daily Bulletin
- Display advertising in local newspapers and social media:
 - Inland Valley Daily Bulletin
 - San Gabriel Valley Tribune
 - San Gabriel Valley Examiner
 - Los Angeles Times
 - La Nueva Voz
 - Claremont Courier
 - Facebook Ad
 - College Newspapers:
University of La Verne, Cal
Poly Pomona
- Digital Media:
 - Project E-News, website, blog, and social media channels (Facebook, Twitter)
 - Email eblast through local chambers of commerce
 - City websites and/or newsletters, city website calendars, social media,
- Media Advisories

A Virtual Public Scoping Meeting for Draft Supplemental Environmental Impact Report 3 was held on Tuesday, October 26, 2021 starting at 5:30 PM to discuss potential project modifications in the City of San Dimas and receive feedback regarding the scope and content of the SEIR 3. The public comment period was held from October 14, 2021-November 19, 2021.

The meeting was publicized as follows:

- Outreach included direct email to the most interested stakeholders
- E-communications toolkit distributed to key organizations to supplement notification
- Legal notices in the San Gabriel Tribune and the Inland Valley Daily Bulletin
- Digital Media:
 - Project E-News Update, website, blog, and social media channels (Facebook, Twitter)
 - City websites and/or newsletters, city website calendars, social media

A Virtual Public Scoping Hearing was held on Tuesday, October 26, 2021, starting at 5:30 PM to announce the release of Draft Supplemental Environmental Impact Report (SEIR) 3 for proposed Project Modifications to the Glendora to Montclair Project in the City of San Dimas. The document was made available online and via hard copy or CD versions upon request. In light of the COVID-19 pandemic, viewing of the document in person was only available by appointment. A 45-day public comment period was held from February 18, 2022 - April 4, 2022.

The meeting was publicized as follows:

- Outreach included direct emails
- Legal notices in the San Gabriel Tribune and the Inland Valley Daily Bulletin advertising the Notice of Availability and comment period
- Draft SEIR3 and NOA were placed on the Authority's website
- Project E-News Update, blog, and social media channels (Facebook, Twitter)
- Media advisories

Additional Events and Presentations

Authority staff also participated in a variety of events and presentations to inform stakeholders about the project and encourage participation in public meetings; a sampling is provided below:

Event/Presentation Name	Date
Chambers of Commerce and BIDs (Glendora, San Dimas, La Verne, Pomona, Claremont and Montclair)	Multiple presentations to each over the years
Glendora Earth Day Festival	Annual participation
Claremont Earth Day	Annual participation
San Dimas Earth Day	Annual participation
San Dimas Birthday Celebration	Annual participation
Rotary and Kiwanis Presentations (Glendora, Pomona, Claremont)	Multiple project updates to each group
University Club of Claremont	Multiple project updates
La Verne and Claremont Transportation Commissions	Multiple project updates
San Dimas Business Round Table	October 21 and 22, 2020
State of the City – Glendora, San Dimas, La Verne, Pomona, Claremont and Montclair	Annual participation or as available
Hillcrest Continuing Care Retirement Community	Annual participation
San Gabriel Valley Older Adult Transportation	Multiple presentations over the years
Citrus College President and Board Briefing	Multiple presentations over the years

Metro’s San Gabriel Valley Service Council also received information regarding the various meetings and briefings that were held throughout the project planning and construction, which were shared through their meetings. The Service Council also received periodic briefings on the project on July 10, 2017, August 10, 2020, and Monday, March 11, 2024. Service Council meetings are subject to the Brown Act and were publicized through Metro’s website, e-notifications, and posts on Metro’s blog, The Source. Their meetings are open to the public.

The Foothill Extension service plan was formally adopted by Metro Board at their December 2018 meeting. As project construction was completed and the project turned over to Metro to begin pre-revenue service testing for the opening of the first segment from Glendora to Pomona, Metro will focus outreach on informing the community of the start date for this new service.

Conclusion

The A Line Extension Foothill 2B Phase I project extends light rail service from Glendora to Pomona, enhancing transit accessibility for minority populations and low-income households along the new rail corridor. This extension has been evaluated under Title VI and determined

not to impose disparate impacts or disproportionate burdens, thus eliminating the need for mitigation. The A Line rail extension will deliver high-quality mobility options to the community aligning with the overarching objective of improving public transit services by expanding rail coverage throughout the Los Angeles region. Minority and low-income riders will significantly benefit from this light rail extension.

Metro followed the requirements of FTA Circular 4702.1B and met the legal test for disparate impact as follows:

(1) Metro has a substantial legitimate justification for the proposed service change as it works to expand access to high-quality rail service and facilities across the Metro service area; (2) Metro has no alternatives that would have a less disparate impact on minority riders but would still accomplish the transit provider's legitimate program goals with the opening of Foothill 2B Ph 1. Staff therefore requests that the Metro Board adopt this analysis in support of the impending extension of the A Line service to Pomona.

**FOOTHILL EXTENSION TO POMONA LIGHT RAIL PROJECT SERVICE PLAN
TITLE VI PUBLIC HEARING COMMENTS**

Committer Name	Date Received	Method Submitted	Comment	Agency Response
Bill Lam	4/14/2025	In-agenda comment link	<p>So, I would like to know since the Azusa to Pomona extension around the station is mainly served by Foothill Transit, is Foothill Transit possibly going to be changing the bus routes as a result of the extension? If Foothill is possibly changing their routes due to the Azusa to Pomona extension, then invite Foothill to the meeting regarding route changes due to the Azusa to Pomona extension. What is the progress of the extension from Azusa to Pomona? Is there an opening date happening soon for the Azusa to Pomona extension? Also, what about the extension from Pomona to Montclair? Did the construction begin on the Pomona to Montclair segment? If so, when is it going to be finished? Thank you.</p>	<p>A date for the A Line extension has not yet been announced.</p> <p>The A Line extension extends beyond Metro's primary bus service area and falls predominantly within the Foothill Transit bus service region. Several of their bus lines will directly serve the new A Line stations.</p> <p>To further support seamless integration between bus and rail, Foothill Transit has plans to restructure one existing bus line and introduce a new bus line. Foothill Transit bus lines will serve this extension as detailed here:</p> <ul style="list-style-type: none"> • Line 291 serves the Metrolink Pomona North Station (new A Line Pomona Station); • Line 492 connects to the new San Dimas Station, and; • Line 284 operates adjacent to the new Glendora Station; • Line 197 will be rerouted to serve the new La Verne Station; • Foothill Transit plans to launch a new Line 295, which will provide service to the new San Dimas Station, Cal Poly Pomona, and Mt. San Antonio College. <p>These planned changes aim to enhance connectivity, expand transit options, and improve the overall passenger experience for residents throughout the Greater San Gabriel Valley region. Please contact Foothill Transit for further details.</p> <p>The Foothill Construction Authority posted this statement regarding their announcement of a new plan to deliver the Pomona to Montclair Project: https://www.iwillride.org/statement-construction-authority-announces-new-plan-to-deliver-pomona-to-montclair-project/</p>

Kevin Chen	4/14/2025	Zoom	<p>The Blue Line trains run slowly. There are all these issues with maintenance and trains running slowly. It takes a lengthy amount of time as opposed to, other Metro lines. I would suggest that service be sped up. Many of us always feel unsafe at the stations. There's always people being wacky or panhandling. We're in dire need of more law enforcement patrols as well as cleaners. What does Metro plan to do in order to have more law enforcement patrolling our stations as well as your cleaners on duty at all times as possible?</p>	<p>Metro is investing more each year in system safety, security, and cleanliness through various initiatives such as our Ambassador Program, enhanced fare gates, TAP to Exit, enhanced station and train end of line cleaning, and the creation of a Transit Community Public Safety Department.</p> <p>Metro continues to work to address slow operations on the A Line. Part of the issue relates to slow operations are the result of vandalism of road and rail traffic control equipment. Metro is working with City of LA to develop permanent solutions to resulting delays along street running segments such as Washington St.</p>
Matt Giltaji	4/14/2025	servicechanges@metro.net	<p>Hello, I am a Monrovia resident and Metro light rail user. It is important that we work towards making fares as low as possible, ideally free, to encourage public utilization of mass transit to reduce traffic, pollution, and worsening climate change effects. We also need to make sure that all members of the public are able to move efficiently across the region regardless of income or ability to pay.</p>	<p>Existing Metro fares will apply on the A Line extension. Metro offers multiple reduced fare programs such as GoPass and Student Pass for K-12 students, U-Pass for college students, the Low Income Fare is Easy (LIFE) Program for low-income riders, and Senior Pass for those 62+ to support accessible transit for all members of the public.</p>



Title VI Service and Fare Analysis
A Line Extension (Foothill 2B) to Pomona Service Plan

Recommendation and Issue

RECOMMENDATION

Approve the Foothill Extension to Pomona Operating Plan Title VI Service and Fare Equity Analysis

ISSUE

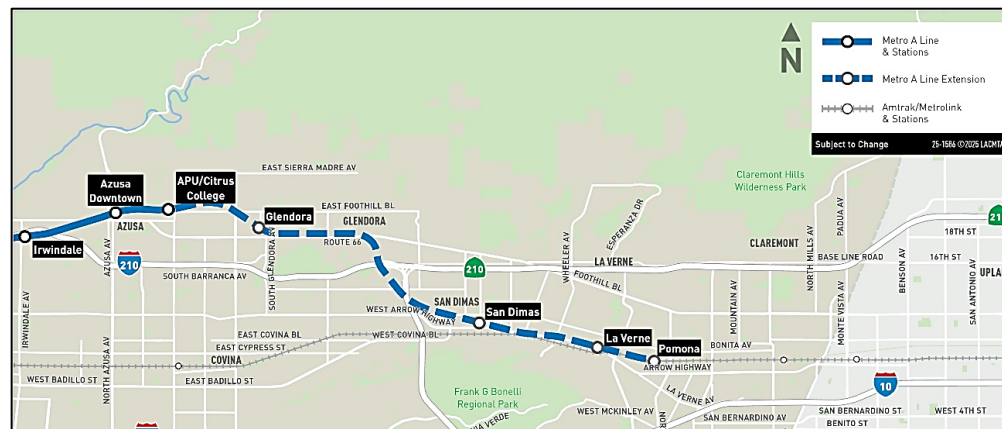
Section 601 of Title VI of the Civil Rights Act of 1964 states “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

As a recipient of federal funding, LA Metro is required to ensure its programs and activities are conducted consistent with the intent of Title VI.

The Foothill Extension to Pomona Light Rail Project is a new rail alignment involving federal funding that is expected to begin operation in 2025. Consistent with Federal Transit Administration Title VI guidelines and Metro’s Title VI Plan, a Service and Fare Equity (SAFE) Analysis of this new line’s service impacts on minority populations was presented at the public hearing in April 2025. The minority populations as identified in Metro’s Title VI Plan (2022) are Black/African American, American Indian/Alaskan Native, Asian/Pacific Islander, and Latino/Hispanic.

Background

- The Foothill Extension to Pomona Light Rail Project is a 9.1-mile, four-station light rail addition to the existing A Line that extends from the current terminus at Azusa (APU/Citrus College Station) East, serving new stations at Glendora, San Dimas, La Verne, and Pomona.
- The A Line (including the four new stations) would operate the following service frequencies:
 - 8-minute peak service weekdays
 - 10-minute off peak weekday and daytime weekend service
 - 20-minute evening/late night service
- These service levels are consistent with those operated on all Metro light rail lines and are expected to meet passenger demand.
- There is no loss of bus or rail service levels with the new Foothill Extension to Pomona Light Rail Project. Fares will be the same as other Metro rail and bus services.



Discussion

Metro's Title VI Program, which was most recently updated and approved by Metro's Board in September 2022, requires two analyses to be completed for each new rail line.

DISPARATE IMPACT

A disparate impact will be deemed to have occurred if the absolute difference between the percentage of minority population served by the new lines and the overall percentage of minority riders in the Metro service area is at least 5%.

DISPROPORTIONATE BURDEN

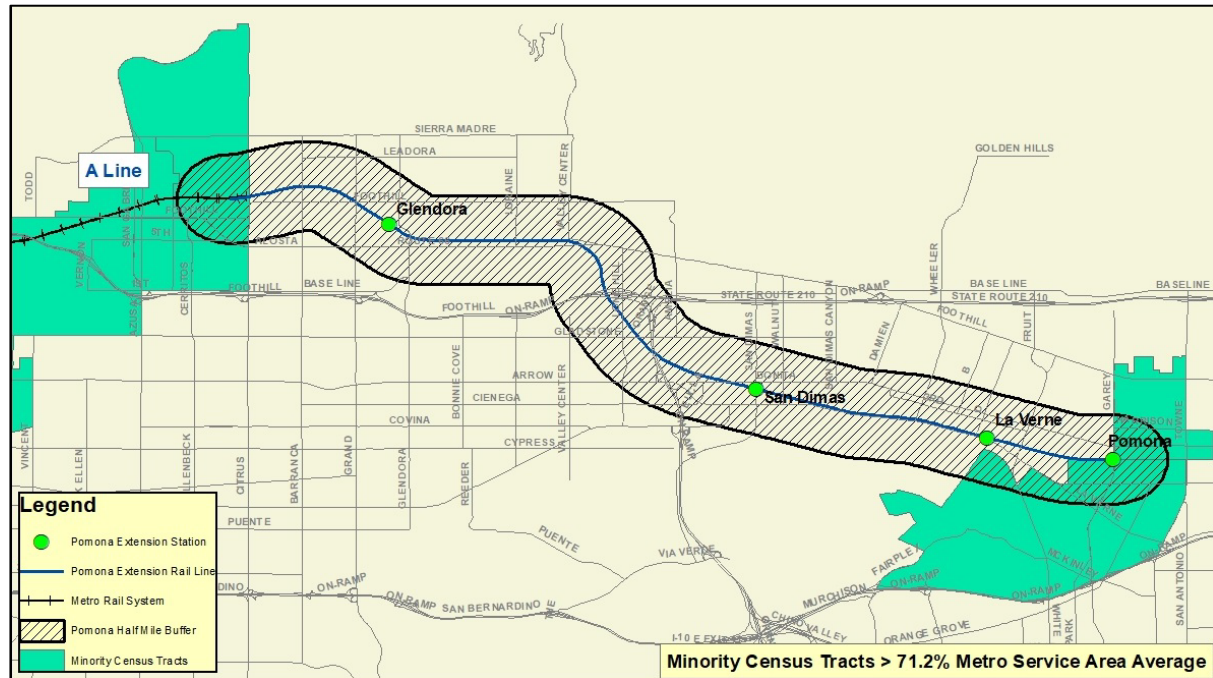
Metro defines low-income riders at \$69,350 or less for their household income, which represents the median income of a four-person household in Los Angeles County (California Department of Housing and Community Development's 2024 State Income Housing Limits). A disproportionate burden will be deemed to exist if an absolute difference between percentage of low-income population served by the new lines and the overall percentage of low-income persons in the Metro service area is at least 5%.

Discussion

	Population	Minority Population	Minority Percentage
Foothill 2B Ph I Rail Project	127,145	81,733	64.3%
Metro Service Area	7,580,839	5,397,073	71.2%
Disparate Impact; Difference Exceeds 5%			-6.9%

Note: Data source is the 2023 American Community Survey for a 0.5 mile catchment area around new rail line

The service change is positive, providing a benefit to both the corridor and the minority population. Therefore, the disparate impact does not require mitigation.

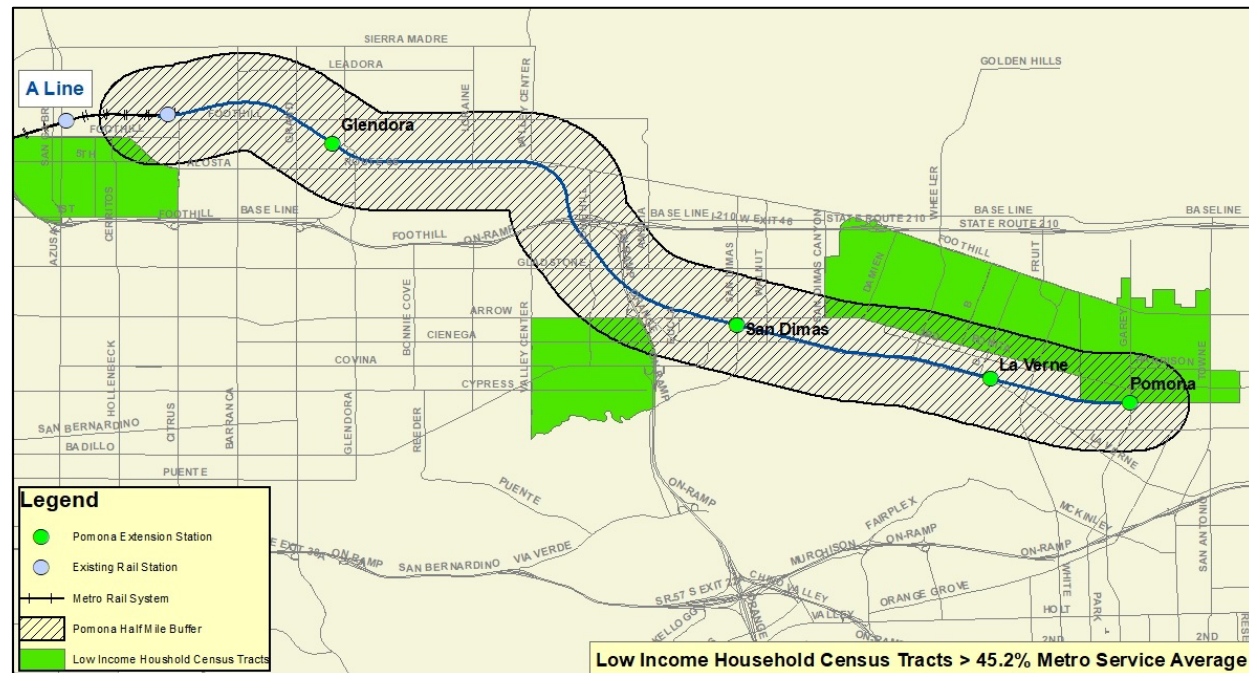


Discussion

	Number of Households	Number of Low-Income Households	Low-Income Household Percentage
Foothill 2B Ph I Rail Project	42,119	16,313	38.7%
Metro Service Area	2,663,368	1,205,146	45.2%
Disproportionate Burden; Difference Exceeds 5%			-6.5%

Note: Data source is the 2023 American Community Survey for a 0.5 mile catchment area around new rail line.

The service change is positive, benefitting the corridor and the low-income households. Therefore, the disproportionate burden does not require mitigation.





Board Report

File #: 2025-0275, File Type: Contract

Agenda Number: 28.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE JUNE 18, 2025

SUBJECT: ADVANCED TRANSPORTATION MANAGEMENT SYSTEM (ATMS) II

ACTION: AWARD CONTRACT

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to:

- A. AWARD a four-year Contract No. PS122845000 to Clever Devices Ltd. to upgrade the ATMS II Computer Aided Dispatch / Automated Vehicle Location (CAD/AVL) System in the amount of \$129,760,941, subject to the resolution of any properly submitted protest(s), if any; and
- B. EXECUTE individual contract modifications within the Board-approved contract modification authority.

ISSUE

Metro's current ATMS bus fleet management system is over 25 years old and has reached its useful life. The system does not have the capability to meet the technology, security and/or functional needs required to meet Metro's Nextgen operational demands. The ATMS II upgrade will provide the necessary enhancements to better position Metro to support the 2028 Games and the future technology needs for Metro's fleet operation.

BACKGROUND

The ATMS II Program is the evolution of Metro's Computer Aided Dispatch and Automated Vehicle Location (CAD/AVL) bus fleet system that was initially awarded in 2001. The actual ATMS bus fleet system became operational in 2004, with incremental enhancements made to support operational integration milestones. Since the original implementation, a series of impactful changes occurred that affected the capabilities of the ATMS system, including:

- Increasing competitive and impacted communications frequency environment in the greater Los Angeles County area
- The demand for video surveillance with live stream capabilities has become a critical part of real-time fleet management and provides clarity of responsibility as a key supplement to every incident evidence package
- The evolution of the zero-emission bus fleet, which Metro is transitioning to over the coming

years, requires new strategies for operations, charge management, operator/fleet scheduling, and new customer-focused tools

As the need for an improved and updated system began to evolve, a strategic plan was developed in 2016 to establish the requirements for the updated system. The primary goal of the Strategic Plan was to improve Metro's operational efficiency and reliability, along with customer satisfaction. These goals were supported by a series of fleet and communication system upgrades to achieve enhanced functionality, as well as overcome the operational and communication constraints the ATMS system was experiencing near the end of its useful life. For example, the fleet software and hardware are no longer in production or supported, and the enhancements needed can no longer be achieved within the current system configuration.

To define a set of achievable projects that would support Metro's overall bus and rail fleet systems program, a series of needs assessment workshops and interviews were conducted to identify the bus/rail needs, assess existing fleet and communication system capabilities, as well as identify program development efforts that directly affect the ATMS system. Following the completion of the needs assessment, an alternatives assessment was completed to evaluate a series of fleet and communication alternatives to meet the broad range of goals. The highest rated alternatives were reviewed with Metro's key stakeholders over a series of workshops and finalized.

Following the completion of the Strategic Plan, a capital project was established, which initiated the development of the ATMS II Program Update. A scope development effort was conducted that defined each system, as well as established operational and functional requirements for the recommended scope of the contract award.

DISCUSSION

The CAD/AVL system is the primary tool used by controllers in the Bus Operations Center (BOC) to communicate with bus operators. The controllers use the performance queue to help manage operators with schedule adherence, detours, and ensure the fleet stays as close to the posted schedule as possible for consistent service reliability. Controllers use a similar incident queue to capture detailed incident information and coordinate with first responders, law enforcement, fleet maintenance, and other resources (e.g., Haz-mat). Controllers also use the CAD/AVL system to oversee fleet location information, including the location of available maintenance and supervisory resources to better manage the incidents for a quick and complete response.

ATMS II fundamentally incorporates a voice radio as well as a complementary data system component for on-board bus communications and information. The program update also offers service quality improvements, safety enhancements, and a much-needed technology upgrade to manage large transit fleets for continued service improvements. The ATMS II Program Upgrade intends to develop state-of-the-art Computer-Aided Dispatch (CAD) and Automatic Vehicle Location (AVL) technologies that leverage best practices, as well as establish operational capabilities through emerging technologies.

The ATMS II Program will use CAD/AVL technologies to manage its fixed-route bus fleet. This will completely replace the current ATMS CAD/AVL system and modernize the existing radio subsystem,

which were both installed in 2004.

The recommended contractor proposes a solution that achieves or exceeds current system requirements while minimizing custom development or over-reliance on proprietary hardware. The goal of this partnership is to deploy a solution that can be upgraded in a modular or phased manner over time. This integration with other third-party solutions will support operational applications, such as gating, signal priority, as well as tools that enhance customer experience. The recommended contract award includes the following functionalities that will be implemented over phases:

- Base: CAD/AVL and voice radio upgrade for Bus
- Phase 1: Cloud hosting, vehicle health monitoring, and turn-by turn navigation;
- Phase 2: Multimedia displays, digital camera upgrade, and bus yard management;
- Phase 3: CAD/AVL for Rail

A project schedule has been proposed that will provide the base and phase 1 and 2 functionalities by July 2028. A detailed schedule will be developed that will include strategies by Metro Operations to help streamline the installation process such as a centralized installation location operating 7 days/week with multiple shifts.

CAD/AVL for Bus Overview

The ATMS II implementation aims to reestablish a baseline for the automated passenger counting system that will increase accuracy and provide real-time information to our riders. This will allow customers to access space availability information on their arriving bus. The upgraded system will also improve detour management, automated stop annunciation capabilities, and bus bridges to support service disruptions with local bus, rail, and Metrolink service when necessary. In addition, mobile routers will be upgraded to the latest 5G network for enhanced WiFi access to Metro's operational systems and the bus fleet. Integrations with other Metro systems will be updated as well, such as customer information, Enterprise Asset Management (EAM), and daily operations.

Voice Radio Replacement

The voice radio complements the CAD/AVL operation that is used to communicate between BOC controllers and bus operators. The radio component includes a silent alarm to assist with monitoring incidents where operators may be in a sensitive situation, but need BOC assistance. The voice radio is the primary safety tool used for communication throughout the entire LA County boundaries, and will be transitioned from a 25-year-old analog system to a technologically improved digital radio that is expected to improve radio quality.

DETERMINATION OF SAFETY IMPACT

The ATMS II Program Update enables fleet operation and coordination between fleet operators, Divisions, and the Bus Operations Center. This is a core system function that provides critical voice, video, and data communications to improve incident and performance management. ATMS II also provides on-board covert alarm activation for operators with monitoring and associated vehicle tracking at the BOC. The voice and data elements are also central to measure performance

supporting Metro's collective bargaining agreement. Additionally, the video component is used to validate operator performance and determine legal claim responsibility. For these reasons, upgrading the ATMS system is a necessary and critical safety measure.

FINANCIAL IMPACT

Funding for this contract is in the Life of Project (LOP) Budget for projects 207168 ATMS Bus System Replacement, LOP \$117,000,000 and 207185 ATMS System Integration, LOP Pending. Since this is a multi-year program, the project manager and the Chief Operations Officer shall be responsible for future fiscal year budgeting.

Impact to Budget

The current funding source for this action is TDA 4, which is eligible for bus and rail operations and capital projects. Ongoing operating funds are required to support and maintain this system once the upgrade is complete and will be included in future annual operating budgets.

EQUITY PLATFORM

The ATMS II system is used to support the day-to-day operation of all bus and rail vehicles, fleet systems, and operators across Metro's entire core function. Because Metro service is countywide, the proposed ATMS II system upgrade supports all modes across all service lines, including in areas with Equity Focus Communities (EFC). The proposed upgrade will improve customer wi-fi capabilities and real-time passenger information, which benefits all transit riders.

The Diversity and Economic Opportunity Department (DEOD) established a 15% Disadvantaged Business Enterprise (DBE) goal for this procurement. Clever Devices Ltd. met the goal by making a 15% DBE commitment.

VEHICLE MILES TRAVELED OUTCOME

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

This item supports Metro's systemwide strategy to reduce VMT through operational, equipment purchases, and customer experience activities that will improve and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This Board action supports Strategic Goal 2: Deliver outstanding trip experiences for all transportation system users, as we are committed to providing attractive, affordable, efficient, and safe service. Improved Customer Information also supports Metro Vision 2028.

ALTERNATIVES CONSIDERED

A strategic assessment of Metro's preferred operational system solution considered several alternatives and options, including the use of leased wireless communication infrastructure for voice communications as well as moving to a Software-as-a-Service (SaaS) solution. These alternatives were rejected based on life cycle costs and the inability of these systems to provide the required level of functionality suitable for Metro operations.

The Board may also choose not to approve this contract award, which would postpone upgrading a vital system and increase the readiness risk to support Metro's role in the 2028 Olympics. However, this is not recommended as this mission-critical application will continue to fall behind other technological advances and also risks incompatibility with new operating systems, database software, advanced cybersecurity software, as well as related software maintenance tools and transit applications.

NEXT STEPS

Upon approval by the Board, staff will execute Contract No. PS122845000 with Clever Devices Ltd. and establish a plan and schedule for the implementation of the ATMS II CAD/AVL system.

ATTACHMENTS

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: Al Martinez, Deputy Executive Officer, Operations (213) 276-0117
 Dan Nguyen, Senior Executive Officer, Operations, (213) 418-3233
 Carolina Coppolo, Deputy Chief Vendor/Contract Management Officer (213) 922-4471

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034


Stephanie Wiggins
Chief Executive Officer

**PROCUREMENT SUMMARY
ATMS II / PS122845000**

1.	Contract Number: P122845000	
2.	Recommended Vendor: Clever Devices Ltd.	
3.	Type of Procurement (check one): <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	Procurement Dates:	
	A. Issued: May 30, 2024	
	B. Advertised/Publicized: May 29 and 30, 2024	
	C. Pre-Proposal Conference: June 13, 2024	
	D. Proposals Due: September 26, 2024	
	E. Pre-Qualification Completed: December 20, 2024	
	F. Ethics Declaration Forms submitted to Ethics: September 30, 2024	
	G. Protest Period End Date: June 24, 2025	
5.	Solicitations Picked up/Downloaded: 148	Bids/Proposals Received: 7
6.	Contract Administrator: Victor Zepeda	Telephone Number: 213-922-1458
7.	Project Manager: Al Martinez	Telephone Number: 213-922-2956

A. Procurement Background

This Board Action is to approve Contract No. PS122845000 issued to upgrade Metro's Advanced Transportation Management System (ATMS) II Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL) system. The Board approval of a contract award is subject to resolution of any properly submitted protest(s).

Prior to the release of the solicitation, a virtual Metro Connect Industry Forum was conducted for the ATMS II project on April 8, 2024. The event was attended by 134 individuals. The event was held to inform the SBE community of the upcoming opportunity.

The RFP was issued in accordance with Metro's Acquisition Policy and the contract type is a firm fixed price. The Diversity & Economic Opportunity Department recommended a Disadvantaged Business Enterprise (DBE) goal of 15%.

Six amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on June 13, 2024, clarified the site visit schedule;
- Amendment No. 2, issued on June 26, 2024, clarified the site visit process, submittal requirements, and extended the due date from July 23, 2024, to September 6, 2024;
- Amendment No. 3, issued on July 17, 2024, clarified sections of the Scope of Services (removed non-revenue vehicles from Yard Management System and revised the requirements matrix);

- Amendment No. 4, issued on August 14, 2024, clarified sections of the Statement of Services (updated workstation counts, added training details, and revised the requirements matrix based on questions received);
- Amendment No. 5 issued on August 23, 2024, extended the due date from September 6, 2024, to September 26, 2024; and,
- Amendment No. 6, issued on August 29, 2024, clarified sections of the Statement of Services (updated timeframe for oral presentations, and updated the requirements matrix based on questions received).

A total of 52 firms downloaded the RFP and were recorded in the planholder's list. A virtual pre-proposal conference was held on June 13, 2024, and was attended by 60 participants representing 22 companies. There were 488 questions received and responses were provided prior to the proposal due date.

A total of seven proposals were received on September 26, 2024, and are listed below in alphabetical order:

1. Clever Devices Ltd.
2. Clever Devices Ltd. (alternate proposal)
3. Conduent Transport Solutions, Inc.
4. Conduent Transport Solutions, Inc. (alternate proposal)
5. INIT Innovations in Transportation, Inc. (INIT)
6. Los Angeles Regional Interoperable Communications System Authority (LARICS)
7. Trapeze Software Group, Inc. dba Vontas (Vontas)

Two firms submitted alternate proposals for the Land Mobile Radio options.

B. Evaluation of Proposals

A diverse Proposal Evaluation Team (PET) consisting of staff from Bus Maintenance, Bus Operations, Voice Radio (Wayside), IT Infrastructure, Project Management/Finance, Project Management/Operations was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria:

Minimum Qualifications Requirements (Pass/Fail): To be responsive to the RFP minimum qualifications requirements, proposers must meet all of the following:

- Deployment and have in operation of at least one CAD/AVL system with 1,000+ vehicles;
- Deployment and have in operation three or more CAD/AVL systems;
- Integration of LMR/DMR systems with their CAD/AVL solution; and,
- Demonstrate ability to deploy a Voice over IP based voice communications solution.

From October 15, 2024 to February 12, 2025, the PET independently evaluated and scored the technical proposals. The PET determined that LARICS did not meet the Minimum Qualifications Requirements. The remaining six proposals were further evaluated based on the following Weighted Evaluation Criteria:

• Qualifications of the Firm	20 percent
• Staffing and Project Organization	8 percent
• Software Functionality	25 percent
• Work Plan/Project Understanding	15 percent
• DBE Contracting and Mentor Protégé Approach	4 percent
• Maintenance and Support	8 percent
• Cost	20 percent

Several factors were considered when developing these weights, giving the greatest importance to software functionality.

INIT was determined by DEOD to be non-responsive for failure to meet the DBE goal. Clever Devices Ltd. (alternate proposal), Conduent Transport Solutions, Inc. (alternate proposal) and Vontas were determined to be outside the competitive range and were excluded from further consideration.

Clever Devices Ltd. and Conduent Transport Solutions, Inc. were determined to be within the competitive range and were invited for a 3-day in person interview and system demonstration from November 18, 2024 through December 12, 2024. The firm's project managers and key team members had an opportunity to present each team's proposed system, qualifications, approach, schedule, and respond to PET questions. In general, each team's presentation addressed the requirements of the RFP, experience with all aspects of the required tasks, and stressed each firm's commitment to the success of the project.

On January 8, 2025, clarification questions and a request for an additional option (Cloud-based Hosting) were requested of the two firms. Responses were received on January 31, 2025. At the conclusion of the evaluation, the PET determined Clever Devices to be the top ranked firm.

Qualifications Summary of Firms within the Competitive Range:

Clever Devices Ltd.

Clever Devices Ltd.'s (Clever Devices) proposal demonstrated that its staff and organization have the required experience to successfully deliver the project, presenting a well laid out approach to the project.

The proposed Program Manager possesses more than 35 years of experience in IT and engineering projects, and recently completed similar projects for New York City

Transit, Toronto Transit Commission, and Washington Metropolitan Area Transit Authority.

The proposed Deputy Project Director possesses over 36 years in intelligent transportation systems, including over three decades with Motorola specializing in engineering systems design and radio systems, and has completed projects with similar requirement with LA-RICS (land mobile radio project in LA County), Pierce Transit deploying the CAD/AVL including LMR systems, and Metro implementing transit CAD Systems.

Clever Devices' clients include Washington Metropolitan Area Transit Authority, New York City Transit, Pittsburgh Regional Transit, Toronto Transit Commission, and Chicago Transit Authority.

During the interview and system demonstration, Clever Devices displayed a clear understanding of the Scope of Services and Metro's needs and provided a detailed for delivery of the program.

Conduent Transport Solutions, Inc.

Conduent Transport Solutions, Inc.'s (Conduent) proposal provides a detailed narrative on each staff member's role and program responsibilities. Its proposed implementation plan requires little to no downtime and a seamless transition. However, Conduent's proposal is not clear as to who is leading the efforts (Conduent or its subcontractor). While Conduent focused on similar projects, Conduent did not provide details on how their systems were improving operations and they stated many systems have not yet been implemented. During the interview and system demonstration, Conduent appeared to lack preparation and cohesiveness as a team.

A summary of the PET scores is provided below:

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	Clever Devices Ltd.				
3	Qualifications of the Firm	92.50	20.00%	18.50	
4	Staffing and Project Organization	90.00	8.00%	7.20	
5	Software Functionality	81.67	25.00%	20.42	
6	Work Plan/Project Understanding	83.67	15.00%	12.55	
7	DBE Contracting and Mentor Protégé Approach	50.00	4.00%	2.00	
8	Maintenance and Support	84.98	8.00%	6.80	
9	Cost	100.00	20.00%	20.00	

10	Total		100.00%	87.47	1
11	Conduent Transport Solutions, Inc.				
12	Qualifications of the Firm	77.92	20.00%	15.58	
13	Staffing and Project Organization	71.10	8.00%	5.69	
14	Software Functionality	70.67	25.00%	17.67	
15	Work Plan/Project Understanding	71.00	15.00%	10.65	
16	DBE Contracting and Mentor Protégé Approach	50.00	4.00%	2.00	
17	Maintenance and Support	76.13	8.00%	6.09	
18	Cost	98.35	20.00%	19.67	
19	Total		100.00%	77.35	2

C. Price Analysis

The recommended price has been determined to be fair and reasonable based upon an Independent Cost Estimate (ICE), price analysis, technical evaluation, fact finding, and negotiations.

	Proposer Name	Proposal Amount	Metro ICE	Negotiated Amount
1.	Clever Devices Ltd.	\$144,153,463	\$151,741,836	\$129,760,941
2.	Conduent Transport Solutions, Inc.	\$146,584,511		

The final amount is lower than Metro's original ICE as a result of the following factors:

- Metro's ICE does not consider a streamlined installation schedule with multiple shifts and seven days a week, and it was based on limited access to Divisions, work hours, and days available for installation;
- The decision to implement a cloud-based hosted solution rather than an in-house Metro procured and installed arrangement; and,
- By negotiating a full program at once rather than by individual options provided substantial savings.

Staff successfully negotiated \$14,866,231 in cost savings from Clever Devices' proposal.

D. Background on Recommended Contractor

Clever Devices Ltd. (Clever Devices), located in the State of New York, has been in business for 30 years in the field of Intelligent Transportation Systems (ITS) for public transit agencies.

The Clever Devices team includes six subcontractors that will provide the land mobile radio system, yard management software services, quality assurance control services, systems support, material logistics, and that will install the system hardware on Metro vehicles. Five subcontractors are DBE firms.

DEOD SUMMARY

ATMS II / PS122845000

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established a 15% Disadvantaged Business Enterprise (DBE) goal for this solicitation. Clever Devices Ltd. met the goal by making a 15.06% DBE commitment.

Small Business Goal	15% DBE	Small Business Commitment	15.06% DBE
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	DBE Subcontractors	Ethnicity	% Committed
1.	123 Installs, Corp.	Caucasian Female	2.77%
2.	Axis Installation, Inc.	Caucasian Female	1.95%
3.	ESP Enterprises, Inc.	Hispanic American	1.14%
4.	Niti Systems Consultants Inc	Subcontinent Asian American	1.96%
5.	TransSight LLC	Subcontinent Asian American	2.57%
6.	Galaxy Wire and Cable, Inc.	Caucasian Female	4.67%
Total Commitment			15.06%

B. Local Small Business Enterprise (LSBE) Preference:

The LSBE preference is not applicable to federally funded procurements. Federal law (49 CFR § 661.21) prohibits the use of local procurement preferences on FTA-funded projects.

C. Contracting Outreach and Mentoring Plan (COMP)

The Contractor Outreach and Mentoring Plan (COMP) is applicable to this procurement. Clever Devices Ltd. identified (2) DBE firms for protégé development: Niti Systems Consultants Inc., and ESP Enterprises, Inc.

D. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

E. Prevailing Wage Applicability

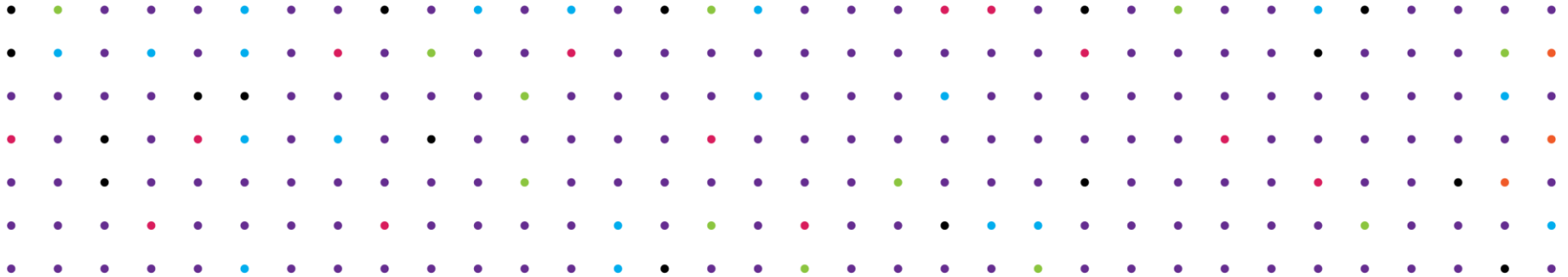
Prevailing Wage requirements are applicable to this contract. DEOD will monitor contractors' compliance with the State of California Department of Industrial Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA).

F. Project Labor Agreement/Construction Careers Policy (PLA/CCP)

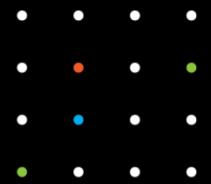
Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of \$2.5 million.

STRATEGIC INITIATIVES

ADVANCED TRANSPORTATION MANAGEMENT SYSTEM (ATMS II)



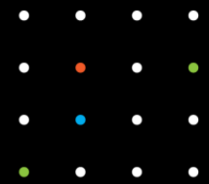
RECOMMENDATION



AUTHORIZE the Chief Executive Officer (CEO) to:

- A. AWARD a four-year Contract No. PS122845000 to Clever Devices Ltd. to upgrade the ATMS II Computer Aided Dispatch / Automated Vehicle Location (CAD/AVL) System in the amount of \$129,760,941 subject to the resolution of any properly submitted protest(s), if any; and
- B. EXECUTE individual contract modifications within the Board-approved contract modification authority.

ISSUE & DISCUSSION



ISSUE

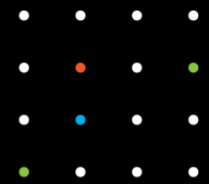
The goal of this partnership is to deploy a solution that can be upgraded in a modular or phased manner over time. This integration with other third-party solutions will support operational applications, such as gating, signal priority, as well as tools that enhance customer experience.

DISCUSSION

ATMS is the core fleet system (e.g., radio, software, hardware) used to manage Metro's bus fleet communications and navigation. The ATMS II upgrade will provide the following improved functionalities:

- Base: CAD/AVL for Bus and Voice Radio Replacement
- Phase 1: Voice over Internet Protocol (VoIP)
 - Cloud Hosting
 - Vehicle Health Monitoring
 - Turn-by-Turn Navigation
- Phase 2: Multimedia Displays for Articulated fleet (180 vehicles)
 - Digital Camera upgrade for on remaining Analog Camera fleet
 - Bus Yard Management
- Phase 3: CAD/AVL for Rail

PROCUREMENT EVALUATION



EVALUATION CRITERIA	MAXIMUM POINTS	CLEVER DEVICES LTD.	CONDUENT TRANSPORT SOLUTIONS
Qualifications of the Firm	20	18.50	15.58
Staffing and Project Organization	8	7.20	5.69
Software Functionality	25	20.42	17.67
Work Plan/Project Understanding	15	12.55	10.65
DBE Contracting and Mentor Protégé Approach	4	2.00	2.00
Maintenance and Support	8	6.80	6.09
Cost	20	20.00	19.67
Total Score	100	87.47	77.35



DEOD Goal: 15% DBE

Clever Devices Ltd. Commitment: 15.06% DBE

**Board Report**

File #: 2025-0331, **File Type:** Contract**Agenda Number:** 29.

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
JUNE 18, 2025****SUBJECT: CENTRALIZED MONITORING SYSTEM FOR TRACK AND TUNNEL INTRUSION
DETECTION SYSTEM****ACTION: AWARD CONTRACT****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award a sole-source firm fixed price contract, Contract No. PS128578000 to AGP Technologies, Inc. for the purchase of a centralized real-time monitoring system for the Track and Tunnel Intrusion Detection System (TTIDS) in the amount of \$1,825,000, subject to the resolution of any properly submitted protest(s), if any.

ISSUE

This procurement is to purchase a centralized real-time monitoring system to monitor the existing TTIDS located at 23 stations located on the B and D Lines, from Union Station to Wilshire/Western, Vermont/Beverly to North Hollywood and Wilshire La Brea to Westwood/VA Hospital. Currently, TTIDS alarms are displayed only at Train Control & Communication (TC&C) rooms within stations at the module level. There is presently no capability to monitor TTIDS alarms remotely from the Rail Operations Control Center (ROC). The purchase of a centralized real-time monitoring system extends these monitoring capabilities to ROC to ensure that all TTIDS alarms are displayed at ROC to alert the train controllers.

BACKGROUND

In September 2019, the TTIDS project, CP212123, was approved as part of a Transit Security Grant Program (TSGP). A contract was approved by Metro's Board in April 2022 to install TTIDS equipment in Station TC&C Rooms and tunnel walls between Union Station and Wilshire/Western. The installation of this system was completed in March 2025. This detection system will provide notification of unauthorized access along Metro rights-of-way and ancillary areas. However, after further evaluation of the TTIDS, Metro staff identified additional opportunities for enhancement and improvement. It was determined that integrating remote monitoring services will strengthen its capabilities and effectiveness by having the system monitored directly by the Rail Operations Control Center, thereby providing quicker response times and faster communication to the train operator.

DISCUSSION

A total of 118 incidents occurred between July 2024 and May 2025 on the B and D Lines involving unauthorized intruders entering the tracks and tunnels within the right-of-way (ROW). Each intrusion incident requires train operations to stop and the third rail to be de-energized, resulting in an average recovery time of 45-60 minutes. These incidents disrupt normal train service and cause significant delays. Over the past 11 months, an average of 10.7 incidents per month has led to substantial schedule impacts.

If a centralized monitoring system is implemented, the ROC train controller can monitor the intrusion incidents in real time and warn train operators instantly. If the incident is monitored from the TC&C room, the system will require one person per room, to notify the ROC train controller. Having remote monitoring capability from ROC allows timely notifications to operators and allows trains to be operated in Auto Operating Mode, which can improve adherence to the train schedules. TTIDS, combined with the recently installed camera and announcement systems, provides visible technology that offers a nonintrusive, automated monitoring solution.

DETERMINATION OF SAFETY IMPACT

Metro Security and Law Enforcement officers respond to TTIDS incidents to locate the intruders in tunnels and trackways. During the search and recovery of intruders in the tunnels, the centralized monitoring system will provide the location data of the intruders in the tunnel via monitor screens and alarm displays. Overall, the system can improve officer safety and possibly reduce unexpected incidents on trackways and tunnels.

FINANCIAL IMPACT

A total of \$ 1,825,000 is needed for this action. The budget is contained in Capital Project 205672 CCTV System Upgrade. The Life of Project (LOP) budget is \$15,630,000. This action is within the project budget.

The Project Manager will be responsible for budgeting the cost of software upgrades, if applicable, in future Fiscal Years.

Impact to Budget

The current source of funds for this action is Proposition A 35%. This funding is eligible for rail operations and Capital Projects. Use of Federal, State, and other local funding sources currently maximizes funding allocations given approved funding provisions and guidelines.

EQUITY PLATFORM

TTIDS provides improvement on train schedules and safety for the public riders throughout Los Angeles County, including those traveling to and from Equity Focus Communities (EFCs). Faster, targeted responses to intrusions or emergencies mean fewer cascading delays that

disproportionately impact travelers under time constraints, ensuring the safe, uninterrupted service paramount for job access, school attendance, and essential trips.

Deployment of TTIDS technology ensures that EFCs are not left behind as the agency upgrades its systems and aligns with Metro's Equity Platform.

The B and D Lines serve numerous communities with a high EFC concentration, including Koreatown, Downtown Los Angeles, and Westlake. They also serve as a key transfer connection to other Metro rail lines and multiple businesses for workers, students, and residents in these EFCs. Stations numbered 4,5,7, & 8 are in EFCs of very high need, specifically, low-income riders who are the primary users of the system, while high need EFCs surround the other four stations:

1. Union Station (ABJ)
2. Civic Center/Grand Park (BJ)
3. Pershing Square (BJ)
4. 7th Street/Metro Center (ABEJ)
5. Westlake/MacArthur Park (B)
6. Wilshire/Vermont (BD)
7. Wilshire/Normandie (D)
8. Wilshire/Western (D)
9. Wilshire/Brea (D)
10. Wilshire/Fairfax (D)
11. Wilshire/La Cienega (D)
12. Wilshire/Rodeo (D)
13. Century City/Constellation (D)
14. Westwood/UCLA (D)
15. Westwood/VA Hospital (D)
16. Vermont/Beverly (B)
17. Vermont/Santa Monica (B)
18. Vermont Sunset (B)
19. Hollywood Western (B)
20. Hollywood Vine (B)
21. Hollywood Highland (B)
22. Universal (B)
23. North Hollywood (B)

The Diversity and Economic Opportunity Department (DEOD) did not recommend a Small Business Enterprise (SBE)/Disabled Veteran Business Enterprise (DVBE) participation goal for this procurement due to the lack of subcontracting opportunities.

VEHICLE MILES TRAVELED OUTCOME

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

This item supports Metro's systemwide strategy to reduce VMT through equipment purchase activities that will improve and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports Metro's Strategic Plan Goal

- 1) Provide high-quality mobility options that enable people to spend less time traveling.
- 2) Deliver outstanding trip experience for all users of the transportation system.
- 5) Provide responsive, accountable, and trustworthy governance within the Metro organization.

This contract will help maintain safety, service, and reliability standards to provide a world-class transportation system that enhances the quality of life for all who live, work, and play within Los Angeles County. With this, Metro is exercising good public policy judgment and sound fiscal stewardship.

ALTERNATIVES CONSIDERED

Staff considered not purchasing a centralized monitoring system; however, this alternative is not recommended since the existing monitoring located in TC&C rooms requires eight personnel for monitoring the system and could compromise public safety. Conversely, only one person is required to monitor eight stations from the ROC.

NEXT STEPS

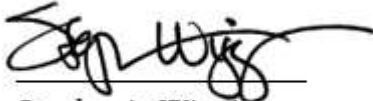
Upon Board approval of the recommendation, staff will award Contract No. PS128578000 and proceed with the TTIDS project work.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - DEOD Summary

Prepared by: Kelvin Zan, Executive Officer, Operations Engineering, (213) 617-6264
Errol Taylor, Deputy Chief Operations Officer, Infrastructure Maintenance and Engineering,
(213) 922-3227
Debra Avila, Deputy Chief Vendor/Contract Management (213) 418-3051

Reviewed by: Conan Cheung, Chief Operations Officer(213) 418-3034

A handwritten signature in black ink, appearing to read 'Step Wiggins', written over a horizontal line.

Stephanie Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

CENTRALIZED MONITORING SYSTEM FOR TRACK AND TUNNEL INTRUSION
SYSTEM/PS128578000

1.	Contract Number: PS128578000	
2.	Recommended Vendor: AGP Technologies, Inc	
3.	Type of Procurement (check one): <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input checked="" type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	Procurement Dates:	
	A. Issued: December 13, 2024	
	B. Advertised/Publicized: N/A	
	C. Pre-Proposal Conference: N/A	
	D. Proposals Due: January 27, 2025	
	E. Pre-Qualification Completed: February 25, 2025	
	F. Ethics Declaration Forms Submitted to Ethics: January 27, 2025	
	G. Protest Period End Date: N/A	
5.	Solicitations Downloaded: (1)	Bids/Proposals Received: (1)
6.	Contract Administrator: Melvin Santos	Telephone Number: (213) 922-3490
7.	Project Manager: Kelvin Zan	Telephone Number: (213) 617-6264

A. Procurement Background

This Board Action is to approve Contract No. PS128578000 issued in support of the Operations/Engineering Department to implement remote monitoring of the Track & Tunnel Intrusion Detection (TTID) system located at Rail Operation Control Center (ROC) to monitor real time information of TTID sensors at eight (8) B and D line Stations. Board approval of contract awards are subject to the resolution of any properly submitted protest(s), if any.

Metro has installed TTID systems in eight stations on the B and D Lines. The system has been tested and commissioned. Currently, all alarms associated with TTID sensors and systems are currently displayed in Train Control & Communication (TC&C) rooms in the stations

The Request for Proposal (RFP) was issued in accordance with Metro's Acquisition Policy and the contract type is a firm-fixed price. The Diversity and Economic Opportunity Department (DEOD) did not recommend a Small Business Enterprise (SBE)/Disabled Veteran Business Enterprise (DVBE) participation goal for this procurement due to the lack of subcontracting opportunities.

One Amendment was issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on January 3, 2025, clarified LOI-14 – Critical Dates and modified the due date of this solicitation from January 3, 2025, to January 27, 2025.

A total of one proposal was received on January 27, 2025.

B. Evaluation of Proposal

This procurement was conducted as a sole source, non-competitive award due to the proprietary nature of the required technology. A comprehensive technical evaluation of the proposal was conducted by the Project Manager to ensure the proposed solution meets all operational, technical, and performance requirements. AGP Technologies, Inc., is the original developer and integrator of the TTID system, currently deployed and is the only firm who can implement this next phase without risk to system compatibility or continuity of service.

C. Cost Analysis

The recommended proposal from AGP Technologies, Inc. has been determined to be fair and reasonable based on cost analysis, fact-finding, technical evaluation and an Independent Cost Estimate (ICE).

	Proposer Name	Proposal Amount	Metro ICE	Negotiated or NTE amount
1.	AGP Technologies, Inc	\$1,825,000.00	\$2,000,000.00	\$1,825,000.00

D. Background on Recommended Contractor

The recommended firm, AGP Technologies, Inc, located in Vancouver, British Columbia, Canada has been in business for 16 years and is a leader in technology solutions for the public and private sectors. AGP Technologies Inc, has over 40 years of experience in security and safety management, the team is well-versed in implementing advanced systems designed to safeguard transit operations. AGP Technologies, Inc, possesses knowledge of transit security and its critical national infrastructure (CNI) security spans decades, offering deep insights into the challenges and solutions required to implement and integrate technology into operations. Additionally, the team's 30 years of expertise in technical and product management ensures seamless coordination of hardware, software, and system integration efforts.

DEOD SUMMARY

**CENTRALIZED MONITORING SYSTEM FOR TRACK AND TUNNEL INTRUSION
SYSTEM/PS128578000**

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) did not recommend a Small Business Enterprise (SBE)/Disabled Veteran Business Enterprise (DVBE) participation goal for this procurement due to the lack of subcontracting opportunities. AGP Technologies Inc. will perform the services of this contract with its own workforce.

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

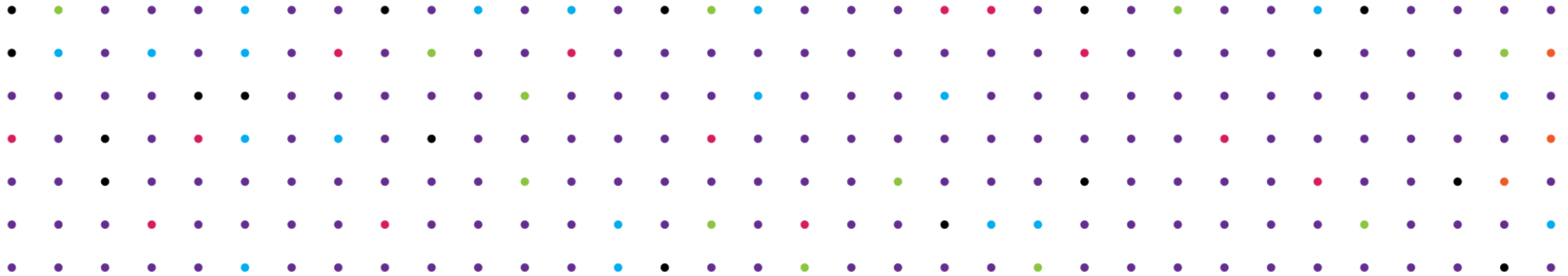
Prevailing Wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of \$2.5 million.

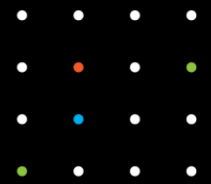
INFRASTRUCTURE, MAINTENANCE, AND ENGINEERING

CENTRALIZED MONITORING SYSTEM FOR TRACK AND TUNNEL INTRUSION SYSTEM



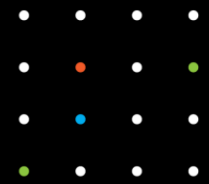
Operations, Safety, & Customer Experience Committee Meeting
June 18, 2025

RECOMMENDATION



AUTHORIZE the Chief Executive Officer to award a sole-source firm fixed price contract, Contract No. PS128578000 to AGP Technologies, Inc. for the purchase of a centralized real-time monitoring system for the Track and Tunnel Intrusion Detection System (TTIDS) in the amount of \$1,825,000, subject to the resolution of any properly submitted protest(s), if any.

ISSUE & DISCUSSION



AWARDEE

AGP Technologies, Inc

NUMBER OF BIDS/PROPOSALS

1 Bid Received

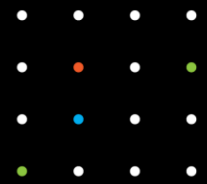
Proposer	Proposal Amount	Metro ICE	Negotiated or NTE Amount
AGP Technologies, Inc.	\$ 1,825,000.00	\$ 2,000,000.00	\$ 1,825,000.00

DEOD COMMITMENT

The Diversity and Economic Opportunity Department (DEOD) did not recommend a Small Business Enterprise (SBE)/Disabled Veteran Business Enterprise (DVBE) participation goal for this procurement due to the lack of subcontracting opportunities.



ISSUE & DISCUSSION



ISSUE

There is presently no capability to monitor Track and Tunnel Intrusion Detection System (TTIDS) alarms remotely from the Rail Operation Control Center (ROC). The purchase of a centralized real-time monitoring system extends these monitoring capabilities to ROC to ensure that all TTIDS alarms are displayed at ROC to alert the train controllers.

DISCUSSION

If a centralized monitoring system is implemented, the ROC train controller can monitor the intrusion incidents in real-time and warn train operators instantly. Having remote monitoring capability from ROC allows trains to be operated in Auto Operating Mode, which can improve adherence to the train schedules.



Board Report

File #: 2025-0335, **File Type:** Contract

Agenda Number: 30.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE JUNE 18, 2025

SUBJECT: METRO FREEWAY SERVICE PATROL

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute contract modifications for five Freeway Service Patrol (FSP) contracts in an aggregate amount of \$29,812,000, thereby increasing the contract amounts from \$65,587,148.98 to \$95,399,148.98, and extending the current period of performance with individual amounts as follows:

- Beat 9: Sonic Towing, Inc. Contract No. FS66316003-9, for \$373,000 for up to 7 months, increasing the total contract amount from \$4,141,753 to \$4,514,753;
- Beat 60: Freeway Towing, Inc. Contract No. FSP5768900B60, for \$5,123,000 for up to 60 months, increasing the total contract amount from \$8,263,700 to \$13,386,700;
- Beat 61: All City Tow Service, Contract No. FSP5769100B61, for \$9,882,000 for up to 60 months, increasing the total contract amount from \$8,380,122 to \$18,262,122;
- Region 1: Kenny's Auto Service. Contract No. FS58039000, for \$8,869,000 for up to 8 months, increasing the total contract amount from \$20,936,368.98 to \$29,805,368.98;
- Region 2: Platinum Tow & Transport Contract No. FS58039001, for \$5,565,000 for up to 8 months, increasing the total contract amount from \$23,865,205 to \$29,430,205.

ISSUE

Existing contracts for these Beats/Regions are expiring and require extensions to avoid a gap in service provision and to ensure sufficient funding is available. This modification will allow for the establishment of new contracts as funding expires and will allow multiple contracts to be developed as part of future procurements. FSP light-duty contracts are re-procured approximately every four years to replace aging vehicles, encourage competition by providing tow service contractors the opportunity to bid on new contracts, and allow new contracts to reset rates using current industry prices. Heavy-duty contract vehicles have a remaining useful life of up to five additional years. It

would be cost-effective to extend the current contracts to utilize the existing fleet rather than establish new contracts that will require higher upfront vehicle costs along with potentially higher hourly rates.

BACKGROUND

The FSP Program is a congestion mitigation program managed in partnership with Metro, California Highway Patrol (CHP), and Caltrans to serve motorists on all major freeways in Los Angeles County. The program began as a pilot in LA County in 1991 and is now the largest FSP program of its kind in the nation. Metro's FSP program has performed over 9,700,000 assists to date and maintains the highest Benefit to Cost (B/C) ratio of all 14 FSP programs within California. Typically, the annual benefits of the program are as follows:

- For individual beats, an annual B/C Ratio of 7:1 - For every \$1 spent, there is a \$7 benefit to the region in terms of congestion mitigation
- 251,000 motorist assists
- 6,070,000 hours saved from motorists sitting in traffic
- 10,434,000 gallons of fuel savings
- Approximately 91,615,000 kg of CO2 reductions
- The average motorist wait time for FSP service is 10 minutes (the average wait time for other roadside services is over 30 minutes)
- The Los Angeles County FSP program generates one-half of the cumulative benefits of the 14 FSP programs in the state.

The FSP Program utilizes a fleet of roving tow and service trucks designed to reduce traffic congestion through efficiently rendering disabled vehicles by changing flat tires, providing a jump start, adding water to the radiator, taping leaking hoses, providing a gallon of gas and/or quickly towing vehicles from the freeway to a designated safe location. Removing motorists and their disabled vehicles from the freeway not only reduces congestion experienced by bus riders and motorists but also reduces the chances of further incidents caused by onlookers and impatient drivers. FSP is free to motorists, operates seven days a week during peak commuting times, and helps save fuel as well as reduce air-polluting emissions by reducing stop-and-go traffic.

Metro contracts with independent contractors for Freeway Service Patrol Light Duty (FSPLD) tow service on general purpose lanes on all major freeways in Los Angeles County, two Freeway Service Patrol ExpressLanes (FSPEL) contracts on the I-110 and I-10, as well as two Freeway Service Patrol Heavy Duty (FSPHD) contracts (I-710 and SR-91) to assist large commercial vehicles (Attachment E). During peak weekday hours, there are more than 138 tow and service trucks are deployed across LA County. Based on analysis, service availability, and regional demand, some beats operate additional service during busier periods thereby using their contract allocations at varying levels. This seasonal variation results in spending more in some months and less during other months.

DISCUSSION

Authorizing the requested contract modifications will ensure seamless and efficient operation of the FSP Program until a new solicitation and contract award have been completed. The pending

modifications, if approved, will also increase the contract prices to address increased operating costs, including higher insurance premiums and major maintenance expenses. In addition, the contract modifications will replenish funding for contracts that support Caltrans construction projects through a Cooperative Agreement that reimburses Metro for FSP support.

Contract modifications for Beat 9, Region 1, and Region 2 contracts will increase the contract price and will extend the current periods of performance to avoid a gap in service. The two remaining contract modifications will also increase the contract prices and extend the current period of performance for the two FSP Heavy Duty beat contracts (Beats 60 & 61). Extending these contracts for 60 months allows Metro to continue providing this service using the existing high-cost/long-life vehicles that were underutilized as a result of service reductions for 2 years during the Pandemic and have not been as highly utilized after returning to the program. As a result, these vehicles have considerable useful life and continuing value available for the program. Heavy-duty tow trucks are capable of operating effectively for over 1 million miles and cost upwards of \$750,000. These trucks were purchased and have been in service since before the Pandemic, and the current odometer reading for each truck is approximately 300,000 miles. This usage level indicates at least five additional years of reliable service remaining for vehicles pursuant to recommended maintenance intervals. For Beat 61, the recommendation includes an adjustment to the beat boundary and the number of trucks operating. It currently operates on the SR-91 from Alameda to Pioneer. This contract modification adds one utility truck to the beat's current two-truck service level and reduces the east boundary by 1.3 miles to the SR-91/I-605 interchange and then routes the service north on the I-605 to Valley Blvd. In response to varying levels of service demand, the recommendation is to add one utility truck to this beat providing more flexible service response without the high cost of purchasing expensive heavy duty tow trucks. The utility truck should also help extend the useful life of the tow trucks. Moreover, this adjustment will increase the B/C ratio of Beat 61 by adding utility service to a segment of the I-605 with high commercial truck volume.

As previously reported to the Board, industry operating costs such as insurance, labor, parts, and maintenance have increased significantly each year since 2020. These rates are distinct from the capital costs of procuring new trucks. The current hourly rates for Beats 60 & 61 contracts have been adjusted in response to the known increases in operating costs. Staff negotiated adjusted rates after verifying documentation from the contractor to support the increases.

The contract modifications for Beat 9, Region 1, and Region 2 contracts will also allow staff to modify future solicitations to include electric vehicles (EV) to the light-duty contracts. The EV alternative will be a zero-emission truck that is capable of vehicle-to-vehicle charging and supports Metro's sustainability goals by replacing carbon-fuel vehicles with zero-emission FSP vehicles that can assist EVs with depleted batteries.

DETERMINATION OF SAFETY IMPACT

The FSP Program enhances safety on Los Angeles County freeways by assisting motorists with disabled vehicles, towing vehicles from freeway lanes to prevent secondary accidents, and removing debris/obstacles from lanes that can pose a hazard to motorists.

In February 2024, HAAS Alert, Safety Cloud was installed on all FSP vehicles. Safety Cloud sends a notification to WAZE and Apple Maps users within 30 seconds of approaching an FSP truck assisting a motorist on the freeway. The notification alerts the users that FSP is stopped ahead and to slow down. HAAS Alert provides this service primarily to first responders, FSPs, and tow operators responding to freeway incidents. There are many instances where motorists are stranded in traffic lanes and may not be visible to other motorists approaching at a high rate of speed. Safety Cloud can effectively reduce traffic speeds in a specific area to enhance the safety of the FSP driver and the motorist they are assisting.

Between April 2024 and March 2025, there were 2.24 million notifications to WAZE and Apple Maps users alerting them to slow down as they are approaching FSP trucks stopped to assist motorists. HAAS Alert is working to expand the number of motorists it can alert by adding Safety Cloud to Google Maps.

FINANCIAL IMPACT

The amount of \$5,816,000 for the modifications is included in the FY26 budget in Cost Center 3352, Metro Freeway Service Patrol. Since this action also includes the multi-year extension of the period of performance for Beats 60 & 61, the cost center manager and Deputy Chief of Operations, Shared Mobility will be responsible for budgeting funds in future years.

Impact to Budget

The FSP Program is funded through a combination of dedicated state funds, SB1 funding, and Metro Proposition C 25% sales tax revenues. These funds are not eligible for Metro Bus and Rail Operating and Capital expenses. Metro is also reimbursed for the services provided to support Caltrans construction projects.

EQUITY PLATFORM

FSP provides congestion mitigation service on all freeways and ExpressLanes in LA County, with over 95% of FSP beats in/adjacent to Equity Focus Communities (EFC). Additionally, each FSP contract includes a commitment by the contractor to meet or exceed the goal established by DEOD for the contract. The five FSP contractors in this modification each made Small Business Enterprise (SBE) and Disabled Veteran Business Enterprise (DVBE) commitments during the solicitation process for their respective contracts. Three of the five contractors, Sonic Towing, Inc., Kenny's Auto Service, and Platinum Tow & Service, Inc., are certified SBEs. The goal commitment and participation for these contracts are:

Sonic Towing, Inc:

Commitment is SBE 95% and DVBE 3%

Participation rate is SBE 94.51% and DVBE 3.30%

Freeway Towing, Inc:

Commitment is SBE 7.23% and DVBE 3.42%

Participation rate is SBE 7.31% and DVBE 5.43%

All City Tow Services:

Commitment is SBE 7% and DVBE 3.24%

Participation rate is SBE 3.44% and DVBE 1.86%

Kenny's Auto Service:

Commitment is SBE 96.99% DVBE 3.01%

Participation rate is SBE 98.01% and DVBE 2.03%

Platinum Tow & Transport, Inc:

Commitment is SBE 94.29% and DVBE 3.25%

Participation rate is SBE 91.57% and DVBE 4.46%

Contractors have submitted mitigation plans to address shortfalls, and staff are working diligently with DEOD to provide support and direction to ensure that goal commitments are met. Currently, 67% of the FSP Tow Service providers are SBE certified, and 7% are DVBE certified.

VEHICLE MILES TRAVELED OUTCOME

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

While the agency remains committed to reducing VMT through transit and multimodal investments, some projects may induce or increase personal vehicle travel. However, these individual projects aim to ensure the efficient and safe movement of people and goods.

This Board item is expected to increase VMT in LA County, as it includes operational activities that encourage driving alone or increase vehicle travel through the modification of FSP contracts to accommodate faster and more reliable travel options for drivers using LA County roads. Although this item may not directly contribute to the achievement of the Board-adopted VMT Reduction Targets, the VMT Targets were developed to account for the cumulative effect of a suite of programs and projects within the Metro region, which individually may induce or increase VMT. Additionally, Metro has a voter-approved mandate to deliver multimodal projects that enhance mobility while ensuring the efficient and safe movement of people and goods.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The FSP Program aligns with Strategic Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. The program mitigates congestion on all major freeways in Los Angeles County.

ALTERNATIVES CONSIDERED

The Board may decide not to authorize these modifications. Staff recommends a customized, beat specific contract modification approach. The alternative is to allow the light duty and regional beats to lapse and provide coverage from other nearby beats until a new procurement is established. This alternative is not recommended since it will not be cost-effective and will lower the service effectiveness in those areas and possibly result lower coverage, increased congestion, and slower response times.

The alternative not to extend the heavy-duty contracts is not recommended since a considerable investment has been made to procure these heavy-duty tow trucks and their replacements would be expensive and result in inefficient use of FSP funding for service delivery. Extending the two heavy-duty contracts fully utilizes the high-mileage heavy-duty tow trucks capable of operating effectively for over 1 million miles and costing upwards of \$750,000.

..Next_Steps
NEXT STEPS

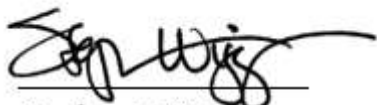
Upon Board approval, staff will execute the necessary contract modifications to ensure efficient and seamless delivery of the FSP Program and work on new solicitations to address program needs. A solicitation to be released later this year will introduce EVs to the FSP fleet. Future solicitations will include recommendations for adding a zero-emission truck that is capable of vehicle-to-vehicle charging and supports Metro's sustainability goals by replacing carbon-fuel vehicles with zero-emission FSP vehicles that can assist EVs with depleted batteries.

..Attachments
ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - Contract Modification Summary
Attachment C - Contract Modification/Change Order Log
Attachment D - DEOD Summary
Attachment E - FSP Beat Map

Prepared by: John Takahashi, Senior Director, Shared Mobility, (213) 418-3271
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Shahrzad Amiri, Deputy Chief Operations Officer, Shared Mobility,
(213) 922-3061,
Debra Avila, Deputy Chief Vendor/Contract Management Officer , (213) 481-3051

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034

A handwritten signature in black ink, appearing to read 'Step Wiggins', written over a horizontal line.

Stephanie Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

METRO FREEWAY SERVICE PATROL/VARIOUS BEATS

1.	Contract Number: Various, See Attachment B			
2.	Contractor: Various, See Attachment B			
3.	Mod. Work Description: General Redeployment Support, Caltrans Construction, Special Event Support, Service Coverage			
4.	Contract Work Description: Freeway Service Patrol			
5.	The following data is current as of: May 6, 2025			
6.	Contract Completion Status		Financial Status	
	Contract Awarded:	Various	Contract Award Amount:	Various, See Attachment B
	Notice to Proceed (NTP):	N/A	Total of Modifications Approved:	Various, See Attachment C
	Original Complete Date:	Various	Pending Modifications (including this action):	Various See Attachment C
	Current Est. Complete Date:	Various	Current Contract Value (with this action):	Various, See Attachment C
7.	Contract Administrator: Ana Rodriguez		Telephone Number: (213) 922-1076	
8.	Project Manager: John Takahashi		Telephone Number: (213) 418-3271	

A. Procurement Background

This Board Action is to approve contract modifications for multiple firm-fixed unit rate contracts (see Attachment B-Contract Modification Summary) for towing services in support of the Metro Freeway Service Patrol (FSP) Program.

The proposed increase for 3 FSP Light Duty Towing contracts and 2 Heavy Duty Towing contracts in the amount of \$29,812,000 will allow required towing services for the FSP Program to continue and extend the period of performance to support unanticipated events, redeployment, and support during freeway construction work, and service delivery until new contracts are established.

See Attachment B – Contract Modification Authority Summary for the list of contracts that require an increase to the Contract Value.

See Attachment C – Contract Modification/Change Order Log for the list of modifications that have been issued to date for the contracts.

B. Price Analysis

The proposed rates for Beat 9, Region 1, and Region 2 will remain at the current contract rates. The modifications are therefore determined to be fair and reasonable.

The proposed rates for Beats 60 & 61 were adjusted in response to increases in operating costs. The increases were determined to be fair and reasonable based on current market conditions and rates, fact-finding and negotiations.

**CONTRACT MODIFICATION SUMMARY
METRO FREEWAY SERVICE PATROL**

Beat	Contractor	Contract No.	Original Contract Value	Approved Increases	Current Contract Value	Requested Increase	Revised Contract Value
9	Sonic Towing, Inc.	FS66316003-9	\$3,765,230.00	\$376,523.00	\$4,141,753.00	\$373,000.00	\$4,514,753.00
60	Freeway Towing, Inc.	FSP5768900B60	\$5,255,700.00	\$3,008,000.00	\$8,263,700.00	\$5,123,000.00	\$13,386,700.00
61	All City Tow Service	FSP5769100B61	\$4,741,020.00	\$3,639,102.00	\$8,380,122.00	\$9,882,000.00	\$18,262,122.00
Reg. 1	Kenny's Auto Service	FS58039000	\$20,936,368.98	\$0.00	\$20,936,368.98	\$8,869,000.00	\$29,805,368.98
Reg. 2	Platinum Tow & Transport	FS58039001	\$23,865,205.00	\$0.00	\$23,865,205.00	\$5,565,000.00	\$29,430,205.00
Totals			\$58,563,523.98	\$7,023,625.00	\$65,587,148.98	\$29,812,000.00	\$95,399,148.98

**CONTRACT MODIFICATION/CHANGE ORDER LOG
METRO FREEWAY SERVICE PATROL**

CONTRACT NO. FS66316003-9 – SONIC TOWING - BEAT 9				
Mod. No.	Description	Status (approved or pending)	Date	\$ Amount
1	Reduction of Service Level	Approved	6/7/2021	\$0.00
2	Service Level Increase	Approved	4/27/2022	\$0.00
3	Period of Performance Extension and Increase Contract Price	Approved	5/7/2025	\$376,523.00
4	Period of Performance Extension and Increase Contract Price	Pending	Pending	\$373,000.00
	Modification Total:			\$749,523.00
	Original Contract:			\$3,765,230.00
	Total:			\$4,514,753.00

CONTRACT NO. FSP5768900B60 – FREEWAY TOWING, INC. - BEAT 60				
Mod. No.	Description	Status (approved or pending)	Date	\$ Amount
1	Adjustment of Service Start Date	Approved	4/1/2017	\$0.00
2	Reduction of Service Level	Approved	4/2/2020	\$0.00
3	Service Level Increase and No-cost, Period of Performance Extension	Approved	3/29/2022	\$0.00
4	Period of Performance Extension and Increase Contract Price	Approved	8/29/2022	\$3,008,000.00
5	Period of Performance Extension and Increase Contract Price	Pending	Pending	\$5,123,000.00
	Modification Total:			\$8,131,000.00
	Original Contract:			\$5,255,700.00
	Total:			\$13,386,700.00

CONTRACT NO. FSP5769100B61– ALL CITY TOW SERVICE - BEAT 61				
Mod. No.	Description	Status (approved or pending)	Date	\$ Amount
1	Adjustment of Service Start Date	Approved	4/1/2017	\$0.00
2	Reduction of Service Level	Approved	4/2/2020	\$0.00
3	Service Level Increase and No-cost, Period of Performance Extension	Approved	2/25/2022	\$0.00
4	Service Level Increase	Approved	3/2/2022	\$0.00
5	Service Level Increase	Approved	4/25/2022	\$0.00
6	Increase in Contract Price	Approved	1/4/2023	\$474,102.00
7	Period of Performance Extension and Increase Contract Price	Approved	3/24/2023	\$3,165,000.00
8	Period of Performance Extension and Increase Contract Price	Pending	Pending	\$9,882,000.00
	Modification Total:			\$13,521,102.00
	Original Contract:			\$4,741,020.00
	Total:			\$18,262,122.00

CONTRACT NO. FS58039000 – KENNY’S AUTO SERVICE – REGION 1				
Mod. No.	Description	Status (approved or pending)	Date	\$ Amount
1	Reduction of Service Level	Approved	7/9/2020	\$0.00
2	Service Level Increase	Approved	4/25/2022	\$0.00
3	Period of Performance Extension and Increase Contract Price	Pending	Pending	\$8,869,000.00
	Modification Total:			\$8,869,000.00
	Original Contract:			\$20,936,368.98
	Total:			\$29,805,368.98

CONTRACT NO. FS58039001 – PLATINUM TOW & TRANSPORT – REGION 2				
Mod. No.	Description	Status (approved or pending)	Date	\$ Amount
1	Reduction of Service Level	Approved	7/9/2020	\$0.00
2	Service Level Increase	Approved	4/25/2022	\$0.00
3	Period of Performance Extension and Increase Contract Price	Pending	Pending	\$5,565,000.00
	Modification Total:			\$5,565,000.00
	Original Contract:			\$23,865,205.00
	Total:			\$29,430,205.00

DEOD SUMMARY

METRO FREEWAY SERVICES PATROL/VARIOUS BEATS

A. Small Business Participation (Modification)

Of the five (5) FSP contracts included in this modification, the FSP Contractors made various Small Business Enterprise (SBE) and Disabled Veteran Business Enterprise (DVBE) commitments.

Beat 9 – Sonic Towing, Inc.

Sonic Towing, Inc. (Sonic), an SBE, made 95% SBE and a 3% DVBE commitment. Based on payments, Beat 9 is 85% complete, and the level of SBE/DVBE participation is 94.51% SBE and 3.30% DVBE, representing a 0.49% shortfall of the SBE commitment and exceeding the DVBE commitment by 0.30%.

Small Business Commitment	95.00% SBE 3.00% DVBE	Small Business Participation	94.51% SBE 3.30% DVBE
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	SBE Contractor(s)	% Commitment	% Participation
1.	Sonic Towing (SBE Firm)	95.00%	94.51%
	Total	95.00%	94.51%

	DVBE Contractor(s)	% Commitment	% Participation
1.	Oasis Fuels	3.00%	3.30%
	Total	3.00%	3.30%

Beat 60 – Freeway Towing, Inc.

Freeway Towing, a made 7.23% SBE and a 3.42% DVBE commitment. Based on payments, Beat 60 is 90% complete, and the level of SBE/DVBE participation is 7.31% SBE and 5.45% DVBE, exceeding both the SBE and DVBE commitments by 0.08% and 2.03%, respectively.

Small Business Commitment	7.23% SBE 3.42% DVBE	Small Business Participation	7.31% SBE 5.43% DVBE
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	SBE Contractor(s)	% Commitment	% Participation
1.	Casanova Towing Equipment, Inc.	6.79%	6.90%
2.	Manatek Commercial Insurance Services, Inc.	0.44%	0.41%
	Total	7.23%	7.31%

	DVBE Subcontractor(s)	% Commitment	% Participation
1.	Oasis Fuels, Inc.	3.42%	5.45%
	Total	3.42%	5.45%

Beat 61 – All City Tow Service

All City Tow Service (ACT) made 7% SBE and a 3.24% DVBE commitment. Based on payments, Beat 61 is 74% complete, and the level of SBE/DVBE participation is 3.44% SBE and 1.86% DVBE, representing a shortfall of both the SBE and DVBE commitments by 3.56% and 1.86%, respectively. ACT has a shortfall mitigation plan and has identified that the reduction in service levels during the 2020 pandemic contributed to the current participation gap.

As part of its recovery efforts, ACT continues to work with its originally listed subcontractors whenever possible and has expanded its team by adding two additional certified Small Business Enterprise (SBE) firms to help close the gap. ACT has reported a steady increase in participation and reaffirmed its commitment to meet its SBE and DVBE commitment until the shortfall is resolved.

Small Business Commitment	7.00% SBE 3.24% DVBE	Small Business Participation	3.44% SBE 1.86% DVBE
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	SBE Contractor(s)	% Commitment	% Participation
1.	Casanova Towing Equipment, Inc.	7.00%	3.10%
2.	Hunter Tires, Inc.	Added	0.20%
3.	Modern Times, Inc.	Added	0.14%
	Total	7.00%	3.44%

	DVBE Subcontractor(s)	% Commitment	% Participation
1.	Arciero & Sons, Inc. (Substituted)	1.39%	0.00%
2.	Image Gear, Inc.	0.56%	0.15%
3.	Oasis Fuels	1.29%	1.71%
	Total	3.24%	1.86%

Region 1 – Kenny's Auto Service #II

For Region 1, Kenny's Auto Service # II (Kenny's Auto), an SBE, made 96.99% SBE and a 3.01% DVBE commitment. Based on payments, Region 1 is 95% complete, and the level of SBE/DVBE participation is 98.01% SBE and 2.03% DVBE, exceeding the SBE commitment by 1.02% and representing a 0.98% shortfall of the DVBE commitment. Kenny's Auto has a shortfall mitigation plan on file and attributes the shortfall to increased expenses with its non-certified subcontractor, caused by an unexpected rise in insurance premiums. To address the shortfall, Kenny's Auto

identified plans to increase the use of certified subcontractors to meet its commitment by the end of the contract term.

Small Business Commitment	96.99% SBE 3.01% DVBE	Small Business Participation	98.01% SBE 2.03% DVBE
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	SBE Contractor(s)	% Commitment	% Participation
1.	Kenny's Auto Service (SBE firm)	96.99%	98.01%
	Total	96.99%	98.01%

	DVBE Contractor(s)	% Commitment	% Participation
1.	DVBE Insurance and Financial Services	3.01%	2.03%
	Total	3.01%	2.03%

Region 2 – Platinum Tow & Transport, Inc.

For Region 2, Platinum Tow & Transport, Inc., an SBE, made 94.29% SBE and a 3.25% DVBE commitment. Based on payments, Region 2 is 80% complete, and the level of SBE/DVBE participation is 91.57% SBE and 4.46% DVBE, representing a 2.73% shortfall of the SBE commitment and exceeding the DVBE commitment by 1.21%. Platinum Tow & Transport has a shortfall mitigation plan on file and contends that one of the SBE firms they listed to perform uniform services was unable to provide those services and they are seeking a Metro Certified SBE firm to replace that commitment.

Small Business Commitment	94.29% SBE 3.25% DVBE	Small Business Participation	91.57% SBE 4.46% DVBE
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	SBE Contractor(s)	% Commitment	% Participation
1.	Platinum Tow & Transport, Inc. (SBE firm)	93.54%	91.30%
2.	Capp Uniform Service	0.44%	0.00%
3.	Autolift Services	0.31%	0.27%
	Total	94.29%	91.57%

	DVBE Contractor(s)	% Commitment	% Participation
1.	Oasis Fuels	3.25%	4.46%
	Total	3.25%	4.46%

¹Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷ Total Actual Amount Paid-to-date to Prime.

Notwithstanding, Metro will continue to monitor FSP Contractor's efforts to meet or exceed their SBE/DVBE commitments.

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) is applicable on this Professional Service Contract. Metro staff will continue to monitor and enforce the policy guidelines to ensure that workers are paid at minimum, the current Living Wage rate for \$22.42 per hour (\$16.47 base + \$5.95 health benefits) for Contract No. FSP5768900B60, the current Living Wage rate for \$22.42 per hour (\$16.47 base + \$5.95 health benefits) for Contract No. FSP5769100B61, the current Living Wage rate of \$23.59 per hour (\$17.64 base + \$5.95 health benefits) for Contract No. FS66316003-9, the current Living Wage rate for \$22.42 per hour (\$16.47 base + \$5.95 health benefits) for Contract No. FS58039000, and the current Living Wage rate for \$22.42 per hour (\$16.47 base + \$5.95 health benefits) for Contract No. FS58039001, including yearly increases. In addition, contractors are responsible for submitting the required reports for the LW/SCWRP to determine overall compliance.

C. Prevailing Wage Applicability

Prevailing Wage is not applicable to this modification.

D. Project Labor Agreement/Construction Careers Policy

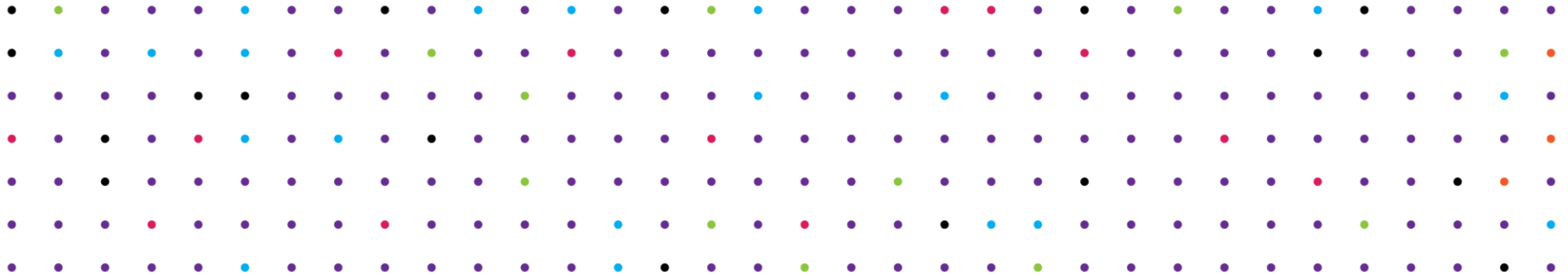
Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of \$2.5 million.

Attachment E



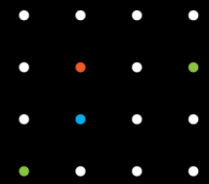
SHARED MOBILITY

METRO FREEWAY SERVICE PATROL



Operations, Safety, & Customer Experience Committee Meeting
June 18, 2025

RECOMMENDATION



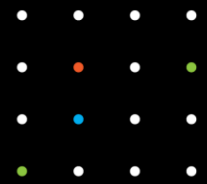
AUTHORIZE the Chief Executive Officer to:

- A. EXECUTE contract modifications for 5 Freeway Service Patrol (FSP) contracts in an aggregate amount of \$29,812,000 thereby increasing the contract amounts from \$65,587,148.98 to \$95,399,148.98 and extending the current period of performance as follows:
- Beat 9: Sonic Towing, Inc. Contract No. FS66316003-9, for \$373,000 for up to 7 months, increasing the total contract amount from \$4,141,753 to \$4,514,753.
 - Beat 60: Freeway Towing, Inc. Contract No. FSP5768900B60, for \$5,123,000 for up to 60 months, increasing the total contract amount from \$8,263,700 to \$13,386,700.
 - Beat 61: All City Tow Service, Contract No. FSP5769100B61, for \$9,882,000 for up to 60 months, increasing the total contract amount from \$8,380,122 to \$18,262,122.
 - Region 1: Kenny's Auto Service. Contract No. FS58039000, for \$8,869,000 for up to 8 months, increasing the total contract amount from \$20,936,368.98 to \$29,805,368.98.
 - Region 2: Platinum Tow & Transport Contract No. FS58039001, for \$5,565,000 for up to 8 months, increasing the total contract amount from \$23,865,205 to \$29,430,205.



Metro

ISSUE & BACKGROUND



ISSUE

Request authorization for contract modifications in the aggregate amount of \$29,812,000 to extend existing FSP tow service contracts to ensure no gaps in service. Extension of these contracts will enable full utilization of previously procured high-cost, long-life vehicles, while also minimizing the cost associated with all contracts.

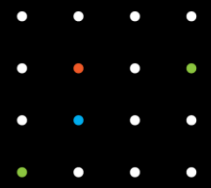
BACKGROUND

Metro FSP began as a pilot in LA County in 1991 and is now the largest congestion mitigation program of its kind in the nation. The program has performed over 9,700,000 assists to date and maintains the highest Benefit to Cost (B/C) ratio of all 14 FSP programs within California.

The program utilizes a fleet of roving tow and service trucks designed to reduce traffic congestion through efficiently rendering disabled vehicles by:

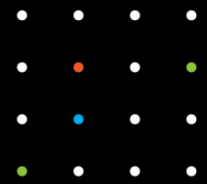
- Changing flat tires
- Providing a jump start
- Adding water to the radiator
- Taping leaking hoses
- Providing a gallon of gas, and/or
- Quickly towing vehicles from the freeway to a designated safe location

FSP Service Map



Metro®

DISCUSSION



DISCUSSION

- ❑ Funding is needed to extend the current periods of performance for Beat 9 for 7 months and two Regional (R1, R2) contracts for 8 months to avoid a gap in service provision until new contract awards have been completed.

- ❑ The recommendation will also increase funding and extend the current period of performance for the two FSP Heavy Duty beat (60, & 61) contracts.
 - Extending these contracts for 60 months allows Metro to continue to provide the service using the existing high-cost/long-life vehicles that were underutilized for 2 years during the pandemic due to service reductions.
 - For Beat 61, the recommendation includes an adjustment to the beat boundary and number of trucks operating.



Board Report

File #: 2025-0340, File Type: Contract

Agenda Number: 31.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE JUNE 18, 2025

SUBJECT: P3010 LIGHT RAIL VEHICLE (LRV) COUPLER OVERHAUL

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a firm fixed unit price contract, Contract No. TS127584000 to Dellner, Inc. for the P3010 Light Rail Vehicle (LRV) Coupler Overhaul, in an amount Not-To-Exceed (NTE) \$8,792,530.00, for a period of 60 months from issuance of a Notice to Proceed, subject to the resolution of any properly submitted protest(s), if any.

ISSUE

The Original Equipment Manufacturer (OEM), Dellner, Inc., identified and established an equipment overhaul schedule for the coupler assembly at the 600,000-mile interval. This overhaul is not routine maintenance but a complete teardown, inspection, and replacement of worn parts with new ones. The coupler assembly provides mechanical and electrical coupling between railcars, as there are 2 couplers per LRV. Overhauling couplers at this interval minimizes equipment failures while maintaining the fleet in a constant state of good repair.

BACKGROUND

At its August 2012 meeting, the Board awarded Kinkisharyo International LLC a contract for the purchase of 78 P3010 Light Rail Vehicles (LRV), including four options for a total of 235 vehicles. The P3010 fleet was placed in revenue service between 2016-2023, and with the Regional Connector opening, the fleet operates on all of Metro's light rail lines.

The P3010 fleet is Metro's newest and most reliable light rail fleet, with consistent performance, reliability, and safety at over 99,448,995 fleet miles. In order to maintain its reliability and safety, component level overhauls are required on its key systems.

The P3010 fleet Car builder and OEM identified and established a component overhaul plan/schedule for the overhaul of key vehicle systems occurring at the 600,000-mile interval. The coupler assembly provides mechanical coupling and electric signal communications between railcars for multiple train consists.

The P3010 light rail car fleet manufacturer, Kinkisharyo, along with its sub-suppliers, identified component level overhauls to vehicle systems, such as friction brake, propulsion, doors, truck assembly (inclusive of traction motor and gearbox), propulsion/auxiliary power supply, coupler, master controller, pantograph, as well as Heating Ventilation and Air Conditioning (HVAC) equipment. The P3010 component-level overhaul projects necessitate Board authorization for 10 separate contracts over a 5-year period. To date, the Board has approved 5 of 10 overhaul or new purchase contracts, including friction brake, truck systems, battery, slewing ring, and high-speed circuit breaker contracts.

DISCUSSION

The P3010 fleet Component Overhaul project consists primarily of the repair and replacement of vehicle wear items that require overhaul or replacement of the vehicle's 30-year design life with targeted mileage intervals of 600,000 miles. Rail Fleet Services (RFS) staff will perform the removal, installation, and testing of the overhauled or new equipment.

Metro's Transit Vehicle Engineering (TVE) Department, along with RFS staff, performed a technical review of the OEM component overhaul tasks and are in concurrence with the work scope and overhaul schedule as described in the Heavy Repair Maintenance Manual. TVE developed the Statement of Work for this project, ensuring the Contractors followed Federal Transit Administration (FTA), Association of American Railroads (AAR), California Public Utilities Commission (CPUC), and Metro's Corporate Safety Standards.

The rail car manufacturer recommends an overhaul of the coupler assembly at the 600,000-mile interval for inspection/replacement of worn parts, including the coupling device, switches, electrical contacts, and hydraulic dampener.

DETERMINATION OF SAFETY IMPACT

Passenger safety is of the utmost importance to Metro. The P3010 coupler assembly, two per LRV, is an integral component of the LRV operation as the mechanical/electrical interface between trains for safe and reliable operations. Timely replacement of these components will ensure that safety is preserved by overhauling the coupler assemblies into new condition as defined by the OEM, while achieving regulatory compliance within state and federal regulations, including Metro's corporate safety standards.

FINANCIAL IMPACT

Funding in the amount of \$8,792,530.00 for the coupler assembly overhaul is included in the FY26 budget under approved Capital Project (CP) 214009 - P3010 Fleet Component Overhaul.

Since this is a multi-year project, the cost center Component Overhaul Superintendent, Division Director, and Sr. Executive Officer of Rail Fleet Services will ensure that the balance of funds is budgeted in future years.

Impact to Budget

The current source of funds for this action is Measure M, State of Good Repair 2%. This funding is eligible for Capital Projects. Given approved funding provisions and guidelines, using these funding sources maximizes project funding intent.

EQUITY PLATFORM

Metro's P3010 LRV fleet provides vital transportation services throughout the County of Los Angeles via A, C, E, and L lines. This includes many underserved communities where regional disparities exist between residents' access to jobs, housing, education, health, and safety. Metro's light rail vehicle maintenance programs maintain the fleet's operations within federally mandated State of Good Repair standards ensuring reliable service, especially for those within the communities that rely on public transportation.

The Diversity and Economic Opportunity Department (DEOD) did not recommend Small Business Enterprise (SBE and Disabled Veteran Business Enterprise (DVBE) participation goals for this procurement due to a lack of subcontracting opportunities.

VEHICLE MILES TRAVELED OUTCOME

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

This item supports Metro's systemwide strategy to reduce VMT through rail vehicle equipment purchase activities that will maintain and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the P3010 fleet coupler assembly overhaul supports Strategic Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. This component-level overall project ensures sustained fleet reliability, including safe, accessible, and affordable transportation for all riders of Metro's light rail system. The recommendation supports Metro's Strategic Plan Goal 5) Provide Responsive, Accountable, and Trustworthy governance within the Metro organization. Contract Modification Authority and Contract extension safeguard overhaul production continuance while meeting passenger safety and fleet reliability.

ALTERNATIVES CONSIDERED

An alternative is to defer the coupler overhaul assembly. However, this alternative is not recommended as the coupler is a vital and safety-sensitive component that could cause a mechanical failure with no coupling for multiple trains.

NEXT STEPS

Upon Board approval, staff will execute Contract No. TS127584000 of light rail vehicle coupler assembly with Dellner, Inc. The staff will return to the Board for approval of additional overhaul contract awards, including master controller, low voltage power supply/propulsion, heating, ventilation/air-conditioning, and pantograph overhauls.

ATTACHMENTS

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: Bob Spadafora, Senior Executive Officer, Rail Fleet Services

(213) 922-3144

Richard M. Lozano, Component Overhaul Superintendent, Rail Fleet Services

(323)-224-4042

Matthew Dake, Deputy Chief Operations Officer (213) 922-4061

Debra Avila, Deputy Chief, Vendor/Contract Management

(213) 418-3051

Reviewed by: Conan Cheung, Chief Operations Officer (213) 418-3034



Stephanie Wiggins

Chief Executive Officer

PROCUREMENT SUMMARY

**P3010 LIGHT RAIL VEHICLE (LRV) COUPLER OVERHAUL/CONTRACT NUMBER
TS127584000**

1.	Contract Number: TS127584000	
2.	Recommended Vendor: Dellner, Inc	
3.	Type of Procurement (check one): <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	Procurement Dates:	
	A. Issued : 10/30/2024	
	B. Advertised/Publicized: 10/31/2024	
	C. Pre-Proposal Conference: 11/06/2024	
	D. Proposals Due: 12/20/2024	
	E. Pre-Qualification Completed: 01/08/2025	
	F. Conflict of Interest Form Submitted to Ethics: 12/24/2024	
	G. Protest Period End Date: 06/23/2025	
5.	Solicitations Picked up/Downloaded: 14	Bids/Proposals Received: 1
6.	Contract Administrator: Mildred Martinez	Telephone Number: 213-922-4753
7.	Project Manager: Richard Lozano	Telephone Number: 213-792-8047

A. Procurement Background

This Board Action is to approve the award of Contract No. TS127584000 to Dellner, Inc. for the P3010 Light Rail Vehicle (LRV) Coupler Overhaul. Dellner, Inc. will restore or overhaul the Coupler Assembly equipment to perform like new, meet like new reliability standards, and maintain a State of Good Repair. Board approval of contract award is subject to resolution of any properly submitted protest, if any.

On October 30, 2024, Request for Proposals (RFP) No. TS127584 was issued as a competitive procurement in accordance with Metro's Acquisition Policy. The proposed contract type is firm fixed unit price. Proposers were allowed to submit proposals for services to be provided either at their own facility or at Metro's Division 16, or both. The Diversity and Economic Opportunity Department (DEOD) did not recommend a Small Business Enterprise (SBE and/ Disabled Veteran Business Enterprise (DVBE)(SBE/DVBE) participation goals for this procurement due to lack of subcontracting opportunities.

Five amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on November 14, 2024, revised Section IV. Contract Documents, GC-33 Warranty*, Exhibit A – Scope of Services, and added Exhibit H – P3010 Los Angeles LRV Section 0300 Heavy Rail Maintenance Manual and Exhibit I – P3010 Los Angeles LRV Section 0300 Heavy Running Maintenance & Servicing Manual.

- Amendment No. 2, issued on November 22, 2024, revised LOI-01 Notice and Invitation, LOI-14 Critical Dates and Submittal Requirements (proposal due date extended), ARTICLE IV Compensation and Payment (retention removed), SP-13 Liquidated Damages (retention removed), SP-16 Subcontract Administration (removed retention), and added IV. CONTRACT DOCUMENTS (SAMPLE) GC-45 CONTRACTOR'S OBLIGATIONS.
- Amendment No. 3, issued on November 26, 2024, revised Exhibit C – Work-Completion/Deliverable Schedule and added Exhibit C-1 Milestone Completion Schedule under Section IV. CONTRACT DOCUMENTS (SAMPLE).
- Amendment No. 4, issued on March 14, 2025 added Attachment 1 – All Accepted Exceptions and Deviations to the RFP document and requested the BAFO submission no later than March 17, 2025.
- Amendment No. 5, issued on March 17, 2025 revised the due date for BAFO submission to March 18, 2025.

One proposal was received on December 20, 2024 by Dellner, Inc. Dellner submitted one scope of work with two separate site locations in their proposal. The first location included providing coupler overhaul work at their own facility in Roseville, California. Their alternate location included providing coupler overhaul work at Metro's Division 16 as allowed in the solicitation.

Metro staff conducted a market survey of the firms on the planholder's list to determine why no other proposals were submitted in response to RFP No. TS127584. Survey responses were received from 3 firms and included not having the capacity to provide the services as a prime contractor as they were a small business and not being able to provide the entirety of the work as they only provided logistics support.

The market survey revealed that the decisions not to propose were based on individual business considerations. The scope of services provided an opportunity for firms to submit proposals for coupler overhaul work based on their years of experience and availability of technical staff. Therefore, the solicitation was determined not to be restrictive and can be awarded as a competitive award.

B. Evaluation of Proposal

The Proposal Evaluation Team (PET) consisted of qualified staff from Rail Fleet Services, Transit Vehicle Engineering, and Bus Acquisition. The PET was convened and conducted a comprehensive technical evaluation of the proposal received.

The PET focused their evaluations on the Proposed Work Scope including review of the draft Work Plan, estimated Project Schedule, and draft test and inspection plan. Other areas of focus included Technical Capability, or the proposer's ability to perform and overhaul work of couplers of similar size and capacity, have certified technicians on staff, and past projects of similar size and scope within three years of the preceding date of the proposal. The PET also evaluated the proposed project management team of project managers, engineers, quality assurance staff, supervisory staff, and technical staff and their qualifications relevant to overhaul coupler work.

The proposal was evaluated based on the following evaluation criteria and points available:

Past Performance	15 points
Project Management	15 points
Technical Capability	20 points
Cost Proposal	20 points
Proposed Work Scope	30 points
Total Points Available:	100 points

The evaluation criteria are appropriate and consistent with criteria developed for other, similar component overhaul work procurements. Several factors were considered when developing these weights, giving the greatest importance to the firm's work scope and technical capability.

On February 21, 2025, discussions and negotiations were conducted with representatives of Dellner, Inc. to review the proposal comments, price proposal, next steps in the procurement schedule, and exceptions and deviations.

A Best and Final Offer (BAFO) request was issued on March 14, 2025. The firm's BAFO proposal was received on Tuesday, March 18, 2025. Final evaluation and discussion of the BAFO submittal was held on April 14, 2025 and used as the basis of the recommendation for award.

A. Qualifications Summary of the Proposer

Dellner, Inc. presently supports their North American customer base of 40+ transit authorities, all major passenger rail vehicle manufacturers/maintainers, and Maintenance of Way equipment manufacturers through successful implementation of their Business Management System (BMS) and strict adherence of their Quality Manual. Dellner's project management team brings 50+ combined years of experience in successfully completing Automatic Coupler overhaul programs for transit companies including Phoenix APM, Sound Transit (Seattle), SCVTA (Santa Clara) and Metro's P2550. Dellner's Roseville Facility is presently managing four

overhaul programs, one of which will be completed in early 2025, making room for the P3010 coupler overhaul work.

1	Firm	Average Score	Factor Weight	Weighted Score	Rank
2	Dellner, Inc.				
3	Past Performance	90.0	15.00%	13.5	
4	Project Management	100.0	15.00%	15.0	
5	Technical Capability	83.3	20.00%	16.7	
6	Cost Proposal	100.0	20.00%	20.0	
7	Proposed Work Scope	82.8	30.00%	24.8	
8	Total		100.00%	90.0	1

B. Cost Analysis

The proposed price has been determined to be fair and reasonable based upon price analysis, an Independent Cost Estimate (ICE), and negotiations. A price analysis is sufficient for this recommendation because the single offer was submitted in a competitive environment and the negotiated price is below the ICE. One of the reasons for the difference between the ICE and the final negotiated not-to-exceed amount is due to an overestimation of assumed inflation on the average cost of a coupler overhaul per kit (compared to the P2550 coupler overhaul in 2018 where quantities were lower). In addition to an overestimation of assumed inflation, economies of scale dictated a lower cost per kit for a higher number of units requested in the SOW, as compared to previous contracts. As the OEM, Dellner has already performed a Condition Assessment of a P3010 coupler to understand the true condition of the fleet and created a detailed overhaul plan based on the Technical Specifications and coupler condition assessment evaluation. Lastly, the overhaul work will take place at Dellner's Roseville, California facility, the same location where similar work is being performed for Metro's P2550 project. The P2550 project is expected to be completed in early 2025, thus freeing up resources and staff for the continuation of support to Metro. All of these factors have contributed to a cost savings of 43% for the P3010 LRV Coupler Overhaul.

	Proposer Name	Proposal Amount (BAFO)	Metro ICE	Negotiated or NTE amount
1.	Dellner, Inc.	\$8,792,530.00	\$15,612,200.00	\$8,792,530.00

C. Background on Recommended Contractor

The recommended firm, Dellner, Inc. (Dellner), was established in 1987 and has since steadily grown in their business of manufacturing new, repairing and overhauling existing, and supporting transit authorities directly in their use of Dellner automatic and semi-permanent couplers specific to rail passenger transit applications. Dellner's North American headquarters are based in Charlotte, North Carolina and they operate a complete overhaul and repair facility in Roseville, California. In the last five years, Dellner has evaluated, repaired, and overhauled over 500 couplers of similar design, size, and capacity. They have over 25 years of experience evaluating, repairing and overhauling Coupler kits of similar design, size, and capacity.

DEOD SUMMARY

P3010 LIGHT RAIL VEHICLE (LRV) COUPLER OVERHAUL / TS127584000

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) did not recommend a Small Business Enterprise (SBE)/Disabled Veteran Business Enterprise (DVBE) participation goal for this procurement due to the lack of subcontracting opportunities. Dellner, Inc. will perform the services of this contract with its own workforce.

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

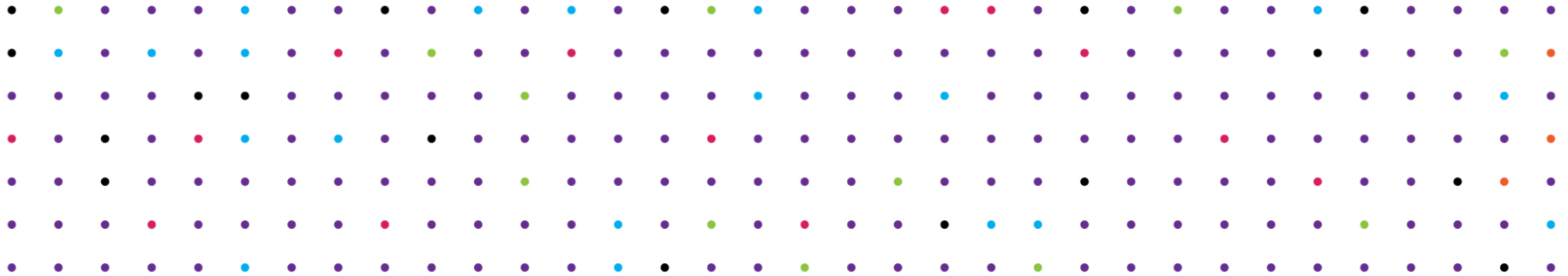
Prevailing Wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of \$2.5 million.

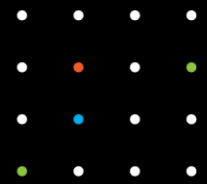
RAIL FLEET SERVICES

P3010 Light Rail Vehicle Coupler Assembly Component Overhaul



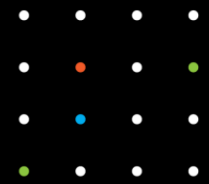
Operations, Safety, & Customer Experience Committee Meeting
June 18, 2025

RECOMMENDATION



AUTHORIZE the Chief Executive Officer to award a firm fixed price Contract No. TS127584000 to Dellner Inc., in the amount of \$8,792,530.00 to transport, inspect, overhaul and test Metro's P3010 coupler assembly, subject to resolution of any properly submitted protest(s), if any.

ISSUE & DISCUSSION



AWARDEE

Dellner Inc.

NUMBER OF BIDS/PROPOSALS

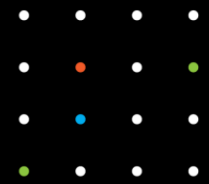
Bidders	Bid Amount
Dellner Inc.	\$8,792,530.00

DEOD COMMITMENT

The Diversity and Economic Opportunity Department (DEOD) does not recommend a Small/Disabled Veteran Business Enterprise (SBE/DVBE) participation goal for this procurement due to a lack of subcontracting opportunities. The below explains ICE difference may be removed but included for the roundtable discussion.

The reason for the difference between the ICE and the final negotiated not-to-exceed amount was due to an overestimation of assumed inflation on the average cost of a coupler overhaul per kit and inclusion of out-of-scope costs on the ICE.

ISSUE & DISCUSSION



ISSUE

The Original Equipment Manufacturer (OEM), Dellner Inc., identified and established an equipment overhaul schedule for the coupler assembly at the 600,000-mile interval. This overhaul is not routine maintenance but a complete teardown, inspection, and replace worn parts with new.

DISCUSSION

The coupler assembly provides mechanical and electrical coupling between railcars, there are 2 couplers per vehicle, overhauling couplers at this interval minimizes equipment failures while maintaining the fleet in constant state of good repair.



Board Report

File #: 2025-0163, File Type: Appointment

Agenda Number: 32.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE JUNE 18, 2025

SUBJECT: ANNUAL APPOINTMENTS TO METRO'S SERVICE COUNCILS

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

APPROVE nominees for membership on Metro's San Fernando Valley, San Gabriel Valley, South Bay Cities, and Westside Central Service Councils (Attachment A).

ISSUE

Each Metro Service Council (MSC) is comprised of nine Representatives who serve 3-year terms. The terms of three of the five Council's nine seats expire annually on June 30; incumbent Representatives can serve additional terms if re-nominated by the nominating authority, or new nominees may be forwarded. All nominations are confirmed by the Metro Board.

BACKGROUND

MSCs were created in 2002 as community-based bodies that improve bus service and promote service coordination with municipal and local transit providers. The MSC bylaws specify that representatives who live, work, or represent the region should have a basic working knowledge of public transit service within their area and understand passenger transit needs. To do so, each Representative is expected to ride at least one transit service per month.

The MSCs are responsible for convening public hearings to receive community input on proposed service modifications, rendering decisions for proposed bus route changes, and considering staff recommendations/public comments. All route and major service changes approved by the MSCs will be brought to the Metro Board of Directors as an information item. If the Metro Board moves an MSC-approved service change to an action item, the MSCs will be notified of this change before the next Service Council monthly meeting.

DISCUSSION

The individuals listed below have been nominated by each of the Councils' nominating authorities. If approved by the Board, they will serve for the three-year terms specified below. A brief listing of qualifications for new nominees and the nomination letters are provided in Attachments A and B.

For reference, should these nominees be appointed, the 2023 American Community Survey demographics and 2023 Metro Ridership Survey demographics for the region are compared to each Council's composition. The sex/gender composition for Los Angeles County is taken from 2022 Census Quick Facts; Census data includes a question that intends to capture current sex; there are no questions about gender, sexual orientation, or sex at birth. This is denoted by an asterisk in the "non-binary/non-conforming" and "prefer to self-describe/decline to state" fields within the tables below.

Lastly, the attendance record over the July 1, 2022-June 30, 2025 term is provided for all incumbent candidates; the June Service Council meetings had not yet been held at the time this report was prepared.

Gateway Cities Service Council

A. Martin Fuentes, New Appointment

Nominated by: Gateway Cities Council of Governments

Term: July 1, 2025 - June 30, 2028

B. Juan Muñoz Guevara, Reappointment

Nominated by: Gateway Cities Council of Governments

Term: July 1, 2025 - June 30, 2028

Attendance: Of the 19 meetings held during Councilmember Muñoz Guevara's tenure, he has attended 17 (89%).

With the appointment of these nominees, the Gateway Cities (GWC) Service Council membership will compare to the region's demographics and ridership as follows:

GWC Race/Ethnicity	Hispanic or Latino	White	Asian	Pac Isl	Black	Native Amer/ Amer Ind	Other
GWC Region	65.8%	14.0%	9.3%	0.3%	7.8%	0.2	2.6%
GWC Ridership	51%	16%	10%	1%	18%	1%	4%
GWC Membership (No.)	88% (8)	0% (0)	0% (0)	0% (0)	0% (0)	0% (0)	11% (1)

The gender makeup of the GWC Service Council will be as follows:

GWC Sex/Gender	Male/Man	Female/Woman	Non-binary/ Non-conforming	Prefer to self-describe/ Decline to respond
Los Angeles County	49.6%	50.4%	*	*
GWC Ridership	51%	46%	2%	1%
GWC Membership (No.)	66% (6)	33% (3)	0% (0)	0% (0)

San Fernando Valley Service Council

C. Antoinette Scully, Reappointment

Nominated by: Third District Supervisor Lindsey Horvath

Term: July 1, 2025 - June 30, 2028

Attendance: Of the 20 meetings held during Councilmember Scully's tenure, they have attended 15 (80%).

With the appointment of this nominee, the San Fernando Valley (SFV) Service Council membership will compare to the region's demographics and ridership as follows:

SFV Race/Ethnicity	Hispanic or Latino	White	Asian	Pac Isl	Black	Native Amer	Other
SFV Council Region	41.3%	39.6%	11.2%	0.2%	3.7%	0.2%	2.2%
SFV Region Ridership	73%	9%	8%	1%	8%	1%	1%
SFV Membership (No.)	22% (2)	22% (2)	11% (1)	0% (0)	11% (1)	0% (0)	11% (1)

The gender makeup of the SFV Service Council will be as follows:

SFV Sex/Gender	Male/Man	Female/Woman	Non-binary/ Non-conforming	Prefer to self-describe/ Decline to respond
Los Angeles County	49.6%	50.4%	*	*
SFV Region Ridership	49%	48%%	2%	1%
SFV Membership (No.)	44% (4)	11% (1)	22% (2)	0% (0)

The percentages reflect the nine seats on the Council; there will be two vacancies remaining on this Council as two nominating authorities, City of The Los Angeles Mayor Karen Bass and Las Virgenes-Malibu Council of Governments, did not forward nominations for the seats.

San Gabriel Valley Service Council

D. Jose Sanchez, New Appointment

Nominated by: Cities of Montebello, Monterey Park, and Rosemead

Term: July 1, 2025 - June 30, 2028

E. Elena Garza, New Appointment

Nominated by: San Gabriel Valley Council of Governments

Term: July 1, 2025 - June 30, 2028

F. Roberto Álvarez, Reappointment

Nominated by: Fifth District Supervisor Kathryn Barger

Attendance record: Of the 14 meetings held during Councilmember Álvarez's tenure, he has attended 7 (50%).

Term: July 1, 2025 - June 30, 2028

With the appointment of these nominees, the San Gabriel Valley (SGV) Service Council membership will compare to the region's demographics and ridership as follows:

SGV Race/Ethnicity	Hispanic or Latino	White	Asian	Pac Isl	Black	Native Amer	Other
SGV Council Region	49.4%	15.9%	28.5%	0.2%	2.9%	0.2%	2.9%
SGV Region Ridership	78%	5%	9%	1%	6%	1%	0%
SGV Membership (No.)	44% (4)	22% (2)	33% (3)	0% (0)	0% (0)	0% (0)	0% (0)

The gender makeup of the SGV Service Council will be as follows:

SGV Sex/Gender	Male/Man	Female/Woman	Non-binary/ Non-conforming	Prefer to self-describe/ Decline to respond
Los Angeles County	49.6%	50.4%	*	*
SGV Region Ridership	50%	47%	2%	1%
SGV Membership (No.)	77% (7)	22% (2)	0% (0)	0% (0)

South Bay Cities Service Council

G. Andrea Reilly, New Appointment

Nominated by: South Bay Cities Council of Governments

Term: July 1, 2025 - June 30, 2028

H. Roye Love, Reappointment

Nominated by: South Bay Cities Council of Governments

Term: July 1, 2025 - June 30, 2028

Attendance record: Councilmember Love has served on the Council since February 2011. Of the 29 meetings held during his most recent three-year term, he has attended 26 (90%).

I. Courtney Alicia Miles, Reappointment

Nominated by: South Bay Cities Council of Governments

Term: July 1, 2025 - June 30, 2028

Attendance record: Of the 7 meetings held since Councilmember Miles was appointed, she has attended 7 (100%).

With the appointment of these nominees, the South Bay Cities (SBC) Service Council membership will compare to the region's demographics and ridership as follows:

SBC Race/Ethnicity	Hispanic or Latino	White	Asian	Pac Isl	Black	Native Amer	Other
SBC Council Region	45.2%	20.8%	13.7%	0.3%	15.3%	0.2%	4.6%
SBC Region Ridership	66%	6%	7%	1%	18%	1%	0%
SBC Membership (No.)	11% (1)	33% (3)	11% (1)	11% (1)	33% (3)	0% (0)	0% (0)

The gender makeup of the SBC Service Council will be as follows:

SBC Sex/Gender	Male/Man	Female/Woman	Non-binary/ Non-conforming	Prefer to self-describe/ Decline to respond
Los Angeles County	49.6%	50.4%	*	*
SBC Region Ridership	51%	47%	2%	1%
SBC Membership (No.)	66% (6)	33% (3)	0% (0)	0% (0)

Westside Central Service Council

J. Steven King, Reappointment

Nominated by: City of Los Angeles Mayor Karen Bass

Term: July 1, 2025 - June 30, 2028

Attendance record: Of the 7 meetings held since Councilmember King was appointed, he has attended 6 (85%).

K. Chelsea Byers, Reappointment

Nominated by: Westside Cities Council of Governments

Term: July 1, 2025 - June 30, 2028

Attendance record: Of the 8 meetings held since Councilmember Byers was appointed, she has attended 6 (75%)

With the appointment of these nominees, the Westside Central (WSC) Service Council membership will compare to the region's demographics and ridership as follows:

WSC Race/Ethnicity	Hispanic or Latino	White	Asian	Pac Isl	Black	Native Amer	Other
WSC Council Region	41.0%	31.1%	13.8%	0.1%	9.0%	0.1%	4.8%
WSC Region Ridership	67%	8%	6%	1%	17%	1%	1%
WSC Membership (No.)*	22% (2)	55% (5)	0% (0)	0% (0)	11% (1)	11% (1)	0% (0)

Table does not add to the exact number of Councilmembers as it incorporates each race that Councilmembers self-identified with; some current Councilmembers identify as multi-racial.

The gender makeup of the WSC Service Council will be as follows:

WSC Sex/Gender	Male/Man	Female/ Woman	Non-binary/ Non-conforming	Prefer to self-describe/ Decline to respond
Los Angeles County	49.6%	50.4%	**	**
WSC Region Ridership	48%	49%	2%	1%
WSC Membership (No.)	44% (4)	33% (3)	0% (0)	11% (1)

The percentages reflect the nine seats on the Council; there will be one vacancy remaining on this Council as the nominating authority, City of Los Angeles Mayor Karen Bass, did not forward a nomination for the seat.

EQUITY PLATFORM

Metro recommends appointing Service Council members who represent the diverse needs and priorities of the respective region's demographics. To further encourage nominating authorities to nominate individuals who closely reflect the region and its ridership, Metro staff shares Service Council membership race/ethnicity and gender demographic makeup compared to that of the residents with each nomination request. This practice resulted in greater diversity of race/ethnicity and gender over the last several years of the Service Councils. However, approximately half of LA County residents and Metro riders are women, and work is still required to achieve gender equity in some of the Service Councils. Staff will continue to share demographic information and encourage nominating authorities to consider gender equity when considering individuals for nomination.

VEHICLE MILES TRAVELED OUTCOME

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

This item supports Metro's systemwide strategy to reduce VMT through operational activities that will improve and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of this recommendation supports the following Metro Strategic Plan Goal: 30 Enhance communities and lives through mobility and access to opportunity.

ALTERNATIVES CONSIDERED

The alternative to the recommendation would be for the nominees not to be approved for appointment. This would reduce the effectiveness of the Service Councils, as it would increase the challenges of obtaining a necessary quorum for this Service Council to formulate and submit its recommendations to the Board. It would also result in the Service Council having a less diverse representation of its service area.

NEXT STEPS

Staff will continue to monitor the major contributors to the quality of bus service from the customer's perspective and share that information with the Service Councils for use in their work to plan, implement, and improve bus service as well as the customer experience in their areas. Staff will also continue to work with the nominating authorities to obtain nominations for the remaining vacant seats.

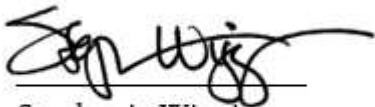
ATTACHMENTS

Attachment A - New Appointee Nomination Letters

Attachment B - New Appointee Biography and Qualifications

Prepared by: Dolores Ramos, Senior Manager, Regional Service Councils, (213) 922-1210

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034

A handwritten signature in black ink, appearing to read 'Step Wiggins', written over a horizontal line.

Stephanie Wiggins
Chief Executive Officer

Metro Service Council Nomination Letters

Gateway Cities Service Council

SOUTHEAST LOS ANGELES COUNTY



GATEWAY CITIES
COUNCIL OF GOVERNMENTS

June 5, 2025

Artesia

Avalon

Bell

Bellflower

Bell Gardens

Cerritos

Commerce

Compton

Cudahy

Downey

Hawaiian Gardens

Huntington Park

Industry

La Mirada

Lakewood

Long Beach

Lynwood

Maywood

Montebello

Norwalk

Paramount

Pico Rivera

Santa Fe Springs

Signal Hill

South Gate

Vernon

Whittier

County of Los Angeles

Port of Long Beach

Ms. Stephanie Wiggins, CEO
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Dear Ms. Wiggins:

Nominees for the Metro Gateway Cities Service Council

Acting in its capacity as the convening coalition of the Metro Gateway Cities Service Council, the Board of Directors of the Gateway Cities Council of Governments has nominated two elected officials to fill 2 seats expiring on June 30, 2025.

At its regularly scheduled meeting of June 4, 2025, the Gateway Cities Council of Governments Board of Directors nominated the following applicants:

- Council Member Juan Munoz-Guevara, City of Lynwood, a current member of the Council; and
- Council Member Martin U. Fuentes, City of Cudahy

A copy of the nominee's applications is enclosed.

We would appreciate your assistance in agendizing the nominations for confirmation by the MTA Board of Directors at the next regularly scheduled meeting.

Sincerely,

Hector De La Torre
Executive Director

Enclosure

Cc: Ms. Dolores Ramos, Sr. Administrative Analyst, Regional Service Councils

San Fernando Valley Service Council



BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

821 Kenneth Hahn Hall of Administration, Los Angeles CA 90012
PHONE: 213-974-3333 | FAX: 213-625-7360

LINDSEY P. HORVATH
BOARD OF SUPERVISORS
THIRD DISTRICT

April 30, 2025

Collette Langston, Board Secretary
Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Re: Appointment of Ms. Antoinette Scully to San Fernando Valley Service Council

Dear Ms. Langston:

It is my understanding that as a member of the Metro Board of Directors, I may appoint a member of the San Fernando Valley Service Council. I would like to take this opportunity to appoint Ms. Antoinette Scully as my representative for the July 1, 2025 - June 30, 2028 term. Ms. Scully is an active user of Metro bus and rail services and is highly knowledgeable on a wide range of transportation issues.

Ms. Scully may be contacted at amariescully@gmail.com or (407) 405-8891. Should you need any additional information or assistance with this matter, please do not hesitate to contact my Transportation Deputy, Justin Orenstein. He can be reached at (213) 974-3333.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Horvath", is written over a horizontal line.

Lindsey P. Horvath
Los Angeles County Supervisor, Third District
Member, Metro Board of Directors

**EAST SAN FERNANDO VALLEY
DISTRICT OFFICE**
7555 Van Nuys Boulevard, Suite 1
Van Nuys, CA 91405

**WEST VALLEY/MOUNTAIN COMMUNITIES
DISTRICT OFFICE**
26600 Agoura Road, Suite 100
Calabasas, CA 91302

**METRO/WEST HOLLYWOOD
DISTRICT OFFICE**
6464 Sunset Boulevard, Suite 710
Los Angeles, CA 90025

San Gabriel Valley Service Council



BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

869 KENNETH HAHN HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012
TEL: 213-974-5555 FAX: 213-974-1010

KATHRYN BARGER
SUPERVISOR, FIFTH DISTRICT
CHAIR OF THE BOARD

February 12, 2025

Ms. Dolores Ramos
Senior Manager, Transportation Planning
Regional Service Councils
1 Gateway Plaza, MS 99-7-2
Los Angeles, CA 90012

RE: Re-Appointment of Roberto Alvarez to the San Gabriel Valley Service Council

Dear Ms. Ramos:

This letter serves as my recommendation to re-appoint Roberto Alvarez as my representative to the Los Angeles County Metro San Gabriel Valley Service Council for the term beginning July 1, 2025.

Roberto is a veteran and lifelong resident of the San Gabriel Valley and has accumulated years of experience in myriad public policy areas, including but not limited to transportation, land use, veterans' affairs, sanitation, and zero emission vehicles technology. He has served the San Gabriel Valley well since his appointment in January 2024 and will continue to do so in the years ahead.

Sincerely,

A handwritten signature in blue ink, reading "Kathryn Barger", is written over the printed name.

KATHRYN BARGER
Chair of the Board
Supervisor, Fifth District

KB:dpo

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896

www.montereypark.ca.gov

Pride in the Past • Faith in the Future



City Council
Henry Lo
Vinh Ngo
Jose Sanchez
Thomas Wong
Elizabeth Yang

City Clerk
Maychelle Yee

City Treasurer
Amy Lee

April 23, 2025

Dolores Ramos
Senior Manager, Metro Service Councils
Los Angeles County Metropolitan Transportation Authority (Metro)
One Gateway Plaza
Los Angeles, CA 90012
Email: ramosd@metro.net

Subject: Nomination of Councilmember Jose Sanchez to the Metro San Gabriel Valley Service Council

Dear Ms. Ramos,

On behalf of the City of Monterey Park, I am pleased to submit the nomination of Councilmember Jose Sanchez to serve as the San Gabriel Valley Cities appointee to the Metro San Gabriel Valley Service Council for the term beginning July 1, 2025, and ending June 30, 2028.

Councilmember Sanchez is committed to improving public transportation and ensuring that transit services in our region meet the needs of all residents. The City of Monterey Park and our partners in Montebello and Rosemead have agreed to the nomination of Council Member Sanchez and we are confident his knowledge and experience will serve the San Gabriel Valley Service Council well. As a dedicated public servant, he is well-positioned to contribute meaningfully to the Service Council's mission.

We appreciate your consideration of this nomination and look forward to hearing back following the Metro Board of Directors meeting on June 26, 2025, when all nominations will be reviewed for appointment. Please do not hesitate to contact us if any additional information is needed.

Sincerely,

A handwritten signature in black ink, appearing to be "Vinh Ngo", written over a horizontal line.

Mayor Vinh Ngo
City of Monterey Park

*The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity,
and create a joyous and collaborative environment*



April 21, 2025

OFFICERS

President
Tim Hephurn

1st Vice President
Ed Reece

2nd Vice President
Cory Moss

3rd Vice President
Michael Allawos

MEMBERS

Alhambra

Arcadia

Azusa

Baldwin Park

Bradbury

Claremont

Covina

Diamond Bar

Duarte

El Monte

Glendora

Industry

Irwindale

La Cañada Flintridge

La Puente

La Verne

Monrovia

Montebello

Monterey Park

Pasadena

Pomona

Rosemead

San Dimas

San Gabriel

San Marino

Sierra Madre

South El Monte

South Pasadena

Temple City

Walnut

West Covina

First District, LA County

Unincorporated Communities

Fifth District, LA County

Unincorporated Communities

SGV Water Districts

Ms. Dolores Ramos
Metro Service Council
One Gateway Plaza
Los Angeles, CA 90012

RE: Metro's San Gabriel Valley Service Council Representative

Dear Ms. Ramos:

At their April 17, 2025 meeting, the San Gabriel Valley Council of Governments' Governing Board appointed Elena Garza to serve on the San Gabriel Valley Metro Service Council. The effective term will be July 1, 2025 – June 30, 2028.

Should you have any questions, please feel free to contact me at mereter@sgvcog.org.

Sincerely,

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments

cc: Elena Garza

San Gabriel Valley Council of Governments
1333 S. Mayflower Avenue, Suite 360, Monrovia CA 91016

South Bay Cities Service Council



2355 Crenshaw Blvd., #125
Torrance, CA 90501
(310) 371-7222
sbccog@southbaycities.org
www.southbaycities.org

April 25, 2025

Ms. Dolores Ramos
Chief Administrative Analyst
Metro Regional Service Councils
One Gateway Plaza MS 99-7-1
Los Angeles, CA 90012

Dear Ms. Ramos:

This letter serves as the South Bay Cities Council of Governments (SBCCOG) recommendation to nominate representatives to serve on the South Bay Metro Service Council.

At their April 25 Board of Directors meeting, the SBCCOG Board approved the following nominees:

- Re-appointments
 - Courtney Miles, Gardena resident, Field Organizer for Abundant LA, transit rider
 - Roye Love, Carson resident, senior, transit rider
- Appointment
 - Andrea Reilly, Torrance resident, retired, physical challenges, transit rider

We respectfully request that the Metro Board appoint these nominees at the June Metro Board meeting so that they can be seated in July 2025.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rodney Tanaka".

Rodney Tanaka, SBCCOG Chair
Mayor Pro Tem, City of Gardena

LOCAL GOVERNMENTS IN ACTION

Carson El Segundo Gardena Hawthorne Hermosa Beach Inglewood Lawndale Lomita
Manhattan Beach Palos Verdes Estates Rancho Palos Verdes Redondo Beach Rolling Hills
Rolling Hills Estates Torrance Los Angeles District #15 Los Angeles County

Westside Central Service Council



KAREN BASS
MAYOR

June 11, 2025

Ms. Dolores Ramos
Senior Manager, Transportation Planning
Metro Regional Service Councils
One Gateway Plaza MS 99-7-1
Los Angeles, CA 90012

Dear Ms. Ramos:

I hereby reappoint Mr. Steven King to serve as a representative on the Westside/Central Service Council, for the term ending on June 30, 2028. Mr. King's current term will expire on June 30, 2025. His resume is attached.

I certify that in my opinion Mr. King is especially qualified by reason of training and experience for the work which shall devolve upon him, and that I make this appointment solely in the interest of the City.

Please let me know if you need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Karen Bass".

KAREN BASS
Mayor

KB:lap

Attachment



200 N. SPRING STREET, ROOM 303 LOS ANGELES, CA 90012 (213) 978-0600
MAYOR.LACITY.ORG





Date: June 12, 2025

To: Dolores Ramos, Chief Administrative Analyst, Metro

From: Cecilia Estolano, WSCCOG Executive Director
Riley O'Brien, WSCCOG Project Director

CC: Chelsea Byers, Mayor, City of West Hollywood

Subject: **Westside Cities COG Nomination to the Metro Westside/Central Service Council**

On April 10, 2025, the Westside Cities Council of Governments (WSCCOG) Board voted unanimously to appoint Chelsea Byers, Mayor (City of West Hollywood) to continue serving as the WSCCOG representative to the Metro Westside/Central Service Council for a three-year term beginning July 1, 2025 through June 30, 2028. Attached is her letter of interest.

Please accept the WSCCOG's nomination on behalf of the WSCCOG Board. Should you have any questions regarding this matter, please contact the WSCCOG Project Director Riley O'Brien at riley@estolanoadvisors.com or at (213) 612-4545.

Service Council Nominee Qualifications

Martin Fuentes, Nominee to Gateway Cities Service Council



Martin U. Fuentes has been proud to be a Cudahy resident for over forty years. Councilmember Fuentes joined the City of Cudahy City Council in December 2022. After completing his undergraduate studies at California State University Sacramento, he returned to the Southeast and worked in government. Councilmember Fuentes worked with Congresswoman Lucille Roybal-Allard as her field deputy on issues dealing with school overcrowding, school construction, the environment, and building park space. He later worked with State Senator Gloria Romero, assisting with legislation protecting workers and their wages. He was also Political Director for SEIU, Local 1877, supporting the

Justice for Janitors organizing campaigns. Councilmember Fuentes works as an insurance professional since 2004.

Jose Sanchez, Nominee to San Gabriel Valley Service Council



Monterey Park City Councilmember Jose Sanchez's family has been living in Monterey Park since the 1970s. He and his wife Natalie are both teachers and are raising their three daughters in Monterey Park. Councilmember Sanchez is the son of Mexican immigrants who migrated to the United States for better jobs and educational opportunities.

For the past 18 years, Councilmember Sanchez has served as a civics teacher in Alhambra, serving over 4,000 students and their families in the Alhambra and Monterey Park areas. He has been recognized for his work as a civics educator by local elected officials such as Congresswoman Judy Chu, who named Jose "Educator of the Year" in 2018, and former Assemblymember Ed Chau as a community member "Making a Difference" in 2019. He was also recognized by the California Department of Education (CDE) and the California Supreme Court as a "Champion of Civics" in 2021, and the California Council for Social Studies named Jose "Civics Educator of the Year" in 2022.

Councilmember Sanchez also volunteers his time with local organizations serving on the boards of the Alhambra Historical Society and the Alhambra Latino Association and as a teacher advisor to the Los Angeles County museums. Councilmember Sanchez received his Bachelor's degree from Occidental College in Diplomacy & World Affairs and Spanish/French Literary and Cultural Studies and his Master's degree from Claremont Graduate University in Education.

Elena Garza, Nominee to San Gabriel Valley Service Council



Elena Garza was born and raised in New York. She currently resides in West Covina.

Ms. Garza also serves on Metro Community Advisory Council as an appointee of Board Director

Andrea Reilly, Nominee to South Bay Cities Service Council

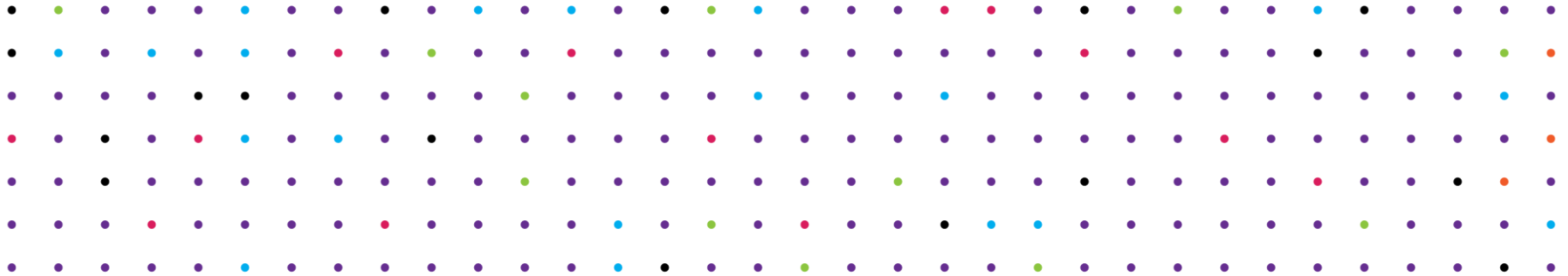
Andrea Reilly retired 2024 after a 46-year career in the aerospace industry. Since retiring, she has increased her use of public transportation and has recently added use of an e-bike to her transportation options. She also has experience using public transportation in New York, Europe, and Asia.

Prior to her retirement, she participated in Metro's community outreach process for the NextGen Bus Plan, sharing information with her company's employees, reviewing the data provided by metro, and providing feedback on the proposed bus system redesign.

A resident of Torrance, Ms. Reilly's experience using Metro's bus system has provided her with an understanding of on-board safety, cleanliness, driver safety changes and interactions of driver and passengers. More recently, she has begun riding an e-bike and has experienced the challenges that come from riding along with autos, trucks and buses.

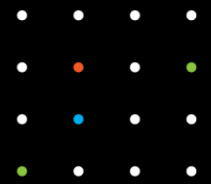
REGIONAL SERVICE COUNCILS

APPOINTMENTS TO METRO SERVICE COUNCILS



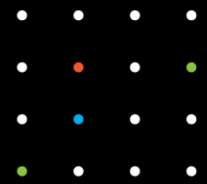
Operations, Safety, & Customer Experience Committee Meeting
June 18, 2025

RECOMMENDATION



APPROVE nominees for membership on Metro's Gateway Cities, San Fernando Valley, San Gabriel Valley, South Bay Cities, and Westside Central Service Councils.

ISSUE & DISCUSSION



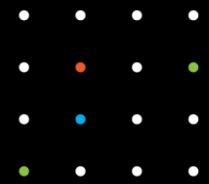
ISSUE

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

DISCUSSION

If approved by the Board, the nominees will each serve a three-year term (July 1, 2025 – June 30, 2028) on the Council they have been nominated to.

Nominating Authorities



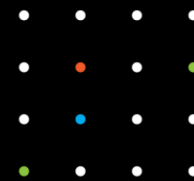
The nominating authorities for each of the seats that have terms set to expire on June 30, 2025 highlighted below.

Region	Nominating Authorities
Gateway Cities	<i>Gateway Cities Council of Governments (9)</i>
San Fernando Valley	Cities of Burbank, Glendale, San Fernando (2) <i>City of Los Angeles Mayor (4)</i> <i>LA County 3rd District Supervisor (1)</i> LA County 5 th District Supervisor (1) <i>Las Virgenes-Malibu Council of Governments (1)</i>
San Gabriel Valley	LA County 1 st District Supervisor (1) <i>LA County 5th District Supervisor (1)</i> Cities of Alhambra, South Pasadena, San Gabriel, San Marino (1) Cities of Arcadia, El Monte, Temple City (1) <i>Cities of Montebello, Monterey Park, Rosemead (1)</i> Cities of Pasadena, Sierra Madre, La Canada Flintridge (1) <i>San Gabriel Valley Council of Governments (3)</i>
South Bay Cities	<i>South Bay Cities Council of Governments (9)</i>
Westside Central	<i>City of Los Angeles Mayor (4)</i> LA County 2 nd District Supervisor (1) LA County 3 rd District Supervisor (1) <i>Westside Cities Council of Governments (3)</i>



Metro

Race/Ethnicity Demographics

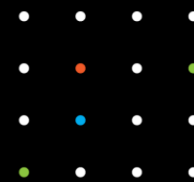


With these nominees, the Service Council composition and representation will be:

Race/Ethnicity	Hispanic or Latino	White	Asian	Pac Isl	Black	Native Amer/ Amer Ind	Other
GWC Region	65.8%	14.0%	9.3%	0.3%	7.8%	0.2	2.6%
GWC Ridership	51%	16%	10%	1%	18%	1%	4%
GWC Membership (No.)	88% (8)	0% (0)	0% (0)	0% (0)	0% (0)	0% (0)	11% (1)
SFV Council Region	41.3%	39.6%	11.2%	0.2%	3.7%	0.2%	2.2%
SFV Region Ridership	73%	9%	8%	1%	8%	1%	1%
SFV Membership (No.)	22% (2)	22% (2)	11% (1)	0% (0)	11% (1)	0% (0)	11% (1)
SGV Council Region	49.4%	15.9%	28.5%	0.2%	2.9%	0.2%	2.9%
SGV Region Ridership	78%	5%	9%	1%	6%	1%	0%
SGV Membership (No.)	44% (4)	22% (2)	33% (3)	0% (0)	0% (0)	0% (0)	0% (0)
SBC Council Region	45.2%	20.8%	13.7%	0.3%	15.3%	0.2%	4.6%
SBC Region Ridership	66%	6%	7%	1%	18%	1%	0%
SBC Membership (No.)	11% (1)	33% (3)	11% (1)	11% (1)	33% (3)	0% (0)	0% (0)
WSC Council Region	41.0%	31.1%	13.8%	0.1%	9.0%	0.1%	4.8%
WSC Region Ridership	67%	8%	6%	1%	17%	1%	1%
WSC Membership (No.)*	22% (2)	55% (5)	0% (0)	0% (0)	11% (1)	11% (1)	0% (0)

Table does not add to the exact number of Councilmembers as it incorporates each race that Councilmembers self-identified with; some current Councilmembers identify as multi-racial.

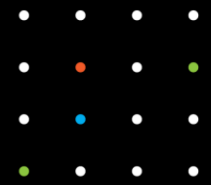
Sex/Gender Demographics



With these nominees, the Service Council composition and representation will be:

Sex/Gender	Male/Man	Female/Woman	Non-binary/ Non-conforming	Prefer to self- describe/ Decline to respond
Los Angeles County	49.6%	50.4%	*	*
GWC Ridership	51%	46%	2%	1%
GWC Membership (No.)	66% (6)	33% (3)	0% (0)	0% (0)
SFV Region Ridership	49%	48%%	2%	1%
SFV Membership (No.)	44% (4)	11% (1)	22% (2)	0% (0)
SGV Region Ridership	50%	47%	2%	1%
SGV Membership (No.)	66% (6)	33% (3)	0% (0)	0% (0)
SBC Region Ridership	51%	47%	2%	1%
SBC Membership (No.)	66% (6)	33% (3)	0% (0)	0% (0)
WSC Region Ridership	48%	49%	2%	1%
WSC Membership (No.)	44% (4)	33% (3)	0% (0)	11% (1)

Incumbent Nominee Attendance



Council/Member	FY	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
SFV Antoinette Scully	FY24	Dark	X	X	X	X	Dark			X	X	X	X
SFV Antoinette Scully	FY25	Dark	X	X	X		X	Dark	X	X	X		X
SGV Roberto Álvarez	FY24	Sworn in March 2024 meeting								X		X	
SGV Roberto Álvarez	FY25	X	Dark	X	X		Dark	X			X		
SBC Courtney Alicia Miles	FY25	Sworn in October 2024			X	X	Dark	X	X	X	X	X	
SBC Royce Love	FY23	X	Dark	X	X	X	Dark		X	X	X	X	X
SBC Royce Love	FY24	X	Dark	X	X	X	Dark		X	X	X	X	X
SBC Royce Love	FY25	X	Dark	X	X	X	Dark		X	X	X	X	
WSC Steven King	FY25	Sworn in Nov 2024				X	Dark	X	X	X	X	X	
WSC Chelsea Byers	FY25	Sworn in Oct 2024			X	X	Dark	X	X		X		X

X = Present

■ = Absent