

Metro

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



Agenda - Final

Thursday, February 23, 2017

9:00 AM

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

Board of Directors - Regular Board Meeting

*John Fasana, Chair
Eric Garcetti, 1st Vice Chair
Sheila Kuehl, 2nd Vice Chair
Kathryn Barger
Mike Bonin
James Butts
Jacquelyn Dupont-Walker
Robert Garcia
Janice Hahn
Paul Krekorian
Ara Najarian
Mark Ridley-Thomas
Hilda Solis
Carrie Bowen, non-voting member*

Phillip A. Washington, Chief Executive Officer

METROPOLITAN TRANSPORTATION AUTHORITY BOARD RULES

(ALSO APPLIES TO BOARD COMMITTEES)

PUBLIC INPUT

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

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

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

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

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

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

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

INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD

Agendas for the Regular MTA Board meetings are prepared by the Board Secretary and are available prior to the meeting in the MTA Records Management Department and on the Internet. Every meeting of the MTA Board of Directors is recorded on CD's and as MP3's and can be made available for a nominal charge.

DISCLOSURE OF CONTRIBUTIONS

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

ADA REQUIREMENTS

Upon request, sign language interpretation, materials in alternative formats and other accommodations are available to the public for MTA-sponsored meetings and events. All requests for reasonable accommodations must be made at least three working days (72 hours) in advance of the scheduled meeting date. Please telephone (213) 922-4600 between 8 a.m. and 5 p.m., Monday through Friday. Our TDD line is (800) 252-9040.

LIMITED ENGLISH PROFICIENCY

A Spanish language interpreter is available at all Board Meetings. Interpreters for Committee meetings and all other languages must be requested 72 hours in advance of the meeting by calling (213) 922-4600 or (323) 466-3876.



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中文

русский

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Copies of Agendas/Record of Board Action/Recordings of Meetings - (213) 922-4880 (Records Management Department)

General Information/Rules of the Board - (213) 922-4600

Internet Access to Agendas - www.metro.net

TDD line (800) 252-9040

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

CALL TO ORDER

ROLL CALL

1. APPROVE Consent Calendar Items: 2, 6, 11, 14, 15, 17, 23, 28, 30, 33, 34, 36 and 38.

CONSENT CALENDAR

2. APPROVE **Minutes of the Regular Board Meeting held January 26, 2017.** [2017-0061](#)

Attachments: [ATTACHMENT A - January 26, 2017 Minutes](#)

AD-HOC SUSTAINABILITY COMMITTEE MADE THE FOLLOWING RECOMMENDATION (6-0):

6. APPROVE **updates to the Affordable Housing and Sustainable Communities (AHSC) Program Strategy and Policy Framework**, as shown in Attachment A [2017-0016](#)

Attachments: [Attachment A - Strategy and Policy Framework Proposed Revisions - Feb 2017](#)

FINANCE, BUDGET AND AUDIT COMMITTEE (5-0) AND PLANNING AND PROGRAMMING COMMITTEE (4-0) MADE THE FOLLOWING RECOMMENDATION:

11. AUTHORIZE augmenting the life of project budget for **Union Station Metro Bike Hub** from \$1.32 million to \$2.47 million, to accommodate a more accessible and higher visibility bike hub facility for users and the community. [2016-0995](#)

Attachments: [Attachment A - July 2014 Metro Board Action 36 ExpressLanes Grant Awards](#)
[Attachment B - September 2010 Metro EMAC Motion 10](#)
[Attachment C - Union Station Metro Bike Hub Rendering](#)
[Attachment D - Union Station Metro Bike Hub Cash Flow Table](#)
[Attachment E - Union Station Metro Bike Hub Presentation](#)

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

14. ADOPT the **Development Guidelines for the joint development of 1.56 acres of Metro-owned property at Cesar E. Chavez Avenue and Fickett Street.** [2016-0903](#)

Attachments: [Attachment A - Site Map](#)
[Attachment B - Cesar E. Chavez and Fickett Avenue - Development Guidelines](#)

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

15. ESTABLISH the Life of Project (LOP) budget for **Bike Share TAP Step 3A Integration** in the amount of \$1.65 million [2016-0994](#)

Attachments: [Attachment A - November 2015 Board Report](#)
[Attachment B - November 2016 Board Report](#)
[Attachment C - LOP Budget and Funding Plan](#)
[Attachment D - Presentation Bike Share/TAP Integration Step 3](#)

**PLANNING AND PROGRAMMING COMMITTEE MADE THE FOLLOWING
RECOMMENDATION (3-0):**

17. AUTHORIZE the Chief Executive Officer to extend the existing nine-month Short Term Exclusive Negotiation Agreement and Planning Document (Short Term ENA) with Trammell Crow Company and Greenland USA (together, Developer) for an additional 90 days, to **conduct community outreach and refine the project scope for a mixed-use real estate development (Project)** on the Metro-owned property at the North Hollywood Red Line Station (Site). [2017-0007](#)

Attachments: [Attachment A – Site Plan - North Hollywood Joint Development Site](#)

**SYSTEM SAFETY, SECURITY AND OPERATIONS COMMITTEE MADE THE FOLLOWING
RECOMMENDATION (3-0):**

23. AUTHORIZE the Chief Executive Officer to execute Modification No. 8 to Contract No. OP33672974, with Nationwide Environmental Services Inc., for **power sweeping services**, to exercise the second, one-year option in the amount of \$1,563,646.08 increasing the total contract value from \$5,911,123.32 to \$7,474,769.40 and extend the contract term from June 1, 2017 to May 31, 2018. [2016-1003](#)

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

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

28. ADOPT the following **Official and Operational station names for the** [2017-0056](#)
 three stations that comprise Metro Rail's Regional Connector:

<u>Official Station Name</u>	<u>Operational Station Name</u>
1. Little Tokyo/Arts District	Little Tokyo/Arts District
2. Historic Broadway	Historic Broadway
3. Grand Av Arts/Bunker Hill	Grand Av Arts/Bunker Hill

Attachments: [Attachment A - Property Naming Policy](#)
 [Attachment B - Map of Regional Connector with proposed Operational Station Names](#)
 [Attachment C - Table of alternate names for each station](#)

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

30. AUTHORIZE the Chief Executive Officer to execute a **lease amendment** [2016-0804](#)
 with Camille's Inc. (Camille's or tenant), dba Denny's Restaurant, to
 extend the term of the lease for ten years, terminating January 31,
 2034, and to reduce the monthly rental amount from \$18,000 to \$16,200
 effective March 1, 2017 for a two-year period.

Attachments: [Attachment A - Denny's Plat Plan](#)
 [Attachment B - Summary of Lease Amendment Key Terms](#)

CONSTRUCTION COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

33. AUTHORIZE the Chief Executive Officer to execute a **Memorandum of** [2016-0948](#)
 Agreement (MOA) with the City of Beverly Hills ("City") to
 accommodate construction of the Wilshire/La Cienega Station and
 that requires Metro to (1) sell Parcel W-2307 located at 8421 Wilshire
 Boulevard to the City for the amount of \$15,845,000; and (2) to purchase
 back a ten (10) year temporary construction easement for the amount of
 \$2,345,000.

Attachments: [Attachment A - MOA with CBH Purple Line Phase docx.pdf](#)

EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION

(3-0):

34. ADOPT staff recommended positions: [2017-0060](#)

- A. **SB 4 (Mendoza)** - Goods movement: allocation of Federal Funds **WORK WITH AUTHOR**
- B. ~~**AB 287 (Holden)** - State Highway Route 710: Advisory Committee~~
OPPOSE UNLESS AMENDED
- C. **Measure "H" (Los Angeles County)** - Plan to Prevent and Combat Homelessness **SUPPORT**

Attachments: [Attachment A - SB 4 \(Mendoza\) Revised](#)
 [Attachment B - AB 287 \(Holden\)](#)
 [Attachment C - Measure H \(LA County\)](#)

CONSTRUCTION COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0-1):

36. CONSIDER: [2017-0070](#)

- A. AUTHORIZING the Chief Executive Officer (CEO) to negotiate and execute Modification(s) to Contract No. C0991 with Hensel Phelps/Herzog JV, for the **column bent construction for the potential Los Angeles World Airports (LAWA) Automated People Mover accommodations** in an amount not-to-exceed \$3,220,000 increasing the total contract value from \$170,573,106 to \$173,793,106;
- B. APPROVING an increase in Contract Modification Authority (CMA) for Contract No. C0991 in the amount of \$3,220,000 increasing the total CMA from \$17,231,269 to \$20,451,269; and
- C. AUTHORIZING the CEO to enter into a funding agreement with Los Angeles World Airports.

Attachments: [Attachment A - Procurement Summary SWY.pdf](#)
 [Attachment B -Contract Modification - Change Log SWY.pdf](#)
 [Attachment C - DEOD Summary.pdf](#)
 [Attachment D-Potential LAWA APM Plan View](#)
 [Attachment E-Potential LAWA APM Cross Section](#)

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

38. APPROVE **Motion by Hahn, Garcetti and Bowen** that the Board direct the CEO to work with Caltrans, Los Angeles County, and the City of Norwalk to enhance first-last mile access to Norwalk Station and identify first-last mile eligible funding that could be used towards a Metro contribution of up to 25% of the project cost, which is estimated to be up to a total of \$673,000. [2017-0093](#)

NON-CONSENT

3. Report by the **Chair**. [2017-0107](#)
4. Report by the **Chief Executive Officer**. [2017-0108](#)

AD HOC SUSTAINABILITY MADE THE FOLLOWING RECOMMENDATION (6-0):

8. CONSIDER **Motion by Solis** that the Sustainability Plan be included as a chapter in Metro's updated Long Range Transportation Plan. [2017-0110](#)

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

10. CONSIDER: [2016-0767](#)
- A. RECEIVING AND FILING an evaluation report on **All Door Boarding (ADB) on the Silver Line**; and
- B. APPROVING continuing All Door Boarding indefinitely on the Silver Line beyond the 6 month pilot period.

Attachments: [Attachment A - Silver Line All Door Boarding Pilot Project Evaluation](#)

- 10.1 CONSIDER **Motion by Dupont-Walker as amended by Solis** that the Board direct the CEO to: [2017-0100](#)

- A. Prepare a plan -evaluating alternatives within 90 to 120 days to implement permanent all-door boarding on the Vermont Avenue Rapid 754, which is LA County's second highest-ridership bus corridor; and
- B. Prepare and report back in 120 days on a strategic plan to roll-out all-door boarding to all lines which meet all-door boarding criteria --and include what other lines are heavily impacted.

20. CONSIDER:

[2016-0951](#)

- A. APPROVING the award of and authorize the Chief Executive Officer to execute a cost-plus fixed fee Contract No. AE66758000 to perform preliminary engineering and complete final design for the **Core Capacity Enhancements at Division 20 for a Portal Widening and Turnback Facility** to T.Y. Lin International, Inc., in an amount not-to-exceed \$10,265,661, subject to resolution of any protests;
- B. AUTHORIZE Contract Modification Authority in the amount of \$2,053,132 (20% of the not-to-exceed contract award value) and authorize the CEO to execute individual Contract Modifications within the Board approved Contract Modification Authority;
- C. INCREASE anticipated expenditures and authorization from \$3.5M to \$17.2M to include contract amounts and modification authority requested in A and B, and Metro staff support costs through Final Design;
- D. ENTERING into Letters of No Prejudice (LONP) with the State of California as needed to ensure the eligibility of reimbursement of State funds for design work required to begin before State funds are available; ~~and~~
- E. FINDING the Division 20 Portal Widening and Turnback Facility is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080, subdivision (b) (10);
- F. ADOPTING the Final Initial Study/Mitigated Negative Declaration (IS/MND) for the Division 20 Portal Widening and Turnback Facility, and the recommended Mitigation Monitoring and Reporting Program (MMRP) of the Final IS/MND; and
- G. ASSURE that the final design in this action preserves the ability to

construct a potential future station in the vicinity of 6th Street in the Arts District.

Attachments: [Attachment A - Procurement Summary.pdf](#)
 [Attachment B - DEOD Summary.pdf](#)
 [Attachment C - Div 20 Portal Turnback.pdf](#)
 [Attachment D - Motion Downtown Los Angeles Arts District Connectivity](#)

FINANCE, BUDGET AND AUDIT COMMITTEE FORWARDED DUE TO CONFLICTS AND PLANNING AND PROGRAMMING COMMITTEE RECOMMENDED (3-0) THE FOLLOWING:

35. CONSIDER:

[2016-0958](#)

- A. APPROVING the recommended Alternative 1 with six Regional Rail run-through tracks and four High Speed Rail run-through tracks (also referred to as “6+4 Run Through Tracks” Alternative) to be carried forward in the **California Environmental Quality Act (CEQA) Draft Environmental Impact Report (EIR) and National Environmental Policy Act (NEPA) Draft Environment Impact Statement (EIS)** and continue to evaluate Alternatives 2, 3 and 4 as reasonable alternatives in the Draft EIR/EIS;
- B. AUTHORIZING the Chief Executive Officer (CEO) to execute Modification No. 4 to Contract No. PS2415-3172, with HDR Engineering, Inc., for Link Union Station (Link US) to provide environmental and preliminary engineering services for the expansion of Link US to connect the Link US project with Patsaouras Transit Plaza to the east and the historic Union Station to the west, increasing the total contract value by \$13,761,273, from \$48,279,357 to a not to exceed amount of \$62,040,630;
- C. AUTHORIZING the CEO to increase Contract Modification Authority (CMA) in the amount of \$1,376,127, increasing the total CMA amount from \$2,980,588 to \$4,356,715;
- D. AUTHORIZING the Chief Executive Officer to execute a funding agreement with California High-Speed Rail Authority (CHSRA) in the amount of \$3,726,102 for project development work related to Contract Modification No. 4; and
- E. APPROVING an amendment to increase the FY17 fiscal year budget in the amount of \$9,200,000 for the LINK US Project in Cost Center 2145.

Attachments: [Attachment A - Procurement Summary \(LINK US\).pdf](#)
 [Attachment B - Modification Change Order Log \(LINK US\).pdf](#)
 [Attachment C - DEOD Summary.pdf](#)
 [Attachment D - Comp Mod 3 and 4 Study Areas](#)
 [Attachment E - Alternative Overviews](#)
 [Attachment F - Sources and Use of Funds](#)

**PLANNING AND PROGRAMMING COMMITTEE RECOMMENDED APPROVAL OF (3-0)
AND CONSTRUCTION COMMITTEE RECOMMENDED APPROVAL AS AMENDED THE
FOLLOWING (5-0):**

37. APPROVE Motion by Garcetti, Hahn, Garcia and Dupont-Walker [2017-0091](#)
that the MTA Board direct the CEO to:

- A. evaluate and implement short-term Blue Line and Expo Line improvements, especially service reliability and schedule adherence improvements on at-grade sections of Washington Boulevard, Flower Street, and the downtown wye, including but not limited to signal optimization, signal priority, signal preemption, and consideration of street closures;
- B. study long-term Blue Line improvements, including but not limited to:
 - 1. creating Blue Line Express service between Long Beach and Downtown Los Angeles during peak hours, including:
 - a. provide information on current freight usage along the right-of-way,
 - b. provide a preliminary estimate on upgrading the right-of-way to light rail transit standards,
 - c. provide an operations plan to accommodate express service,
 - d. quantify travel time savings for peak hour trains;
 - 2. optimizing the Washington Boulevard wye by grade separating the Blue Line on Washington Boulevard and the Expo Line on Flower Street, including a full grade separation of Pico Station;
 - 3. explore the feasibility for a full grade separation and/or station

relocation including additional parking at Wardlow Station;

4. study of additional grade separations along the entire Blue Line alignment that would improve service reliability and schedule adherence; and

C. report back on all the above to the Construction Committee during the July 2017 Board cycle.

DUPONT-WALKER AMENDMENT: to extend to the Blue Line the graffiti deterrence program currently in effect on the Gold Line.

GARCIA AMENDMENT: to work with the City of Long Beach to reimagine the stop to the coast so that a second stop can be provided closer to the water.

39. AUTHORIZE the Chief Executive Officer (CEO) to conduct **feasibility studies and environmental clearance for a grade separation at the Centinela Avenue Light Rail Transit (LRT) crossing in the City of Inglewood.**

[2017-0077](#)

Attachments: [Attachment A - January 26, 2017 Board Motion](#)
 [Attachment B - Centinela Grade Separation Proposed Schedule](#)

40. ADOPT revisions to **Metro's System Advertising Policy in order to update policy and expand Metro's current advertising opportunities to generate additional revenue** - as recommended in the Risk Allocation Matrix (RAM) process approved at the January 2016 Board meeting.

[2017-0076](#)

Attachments: [Attachment A - Metro System Advertising Policy \(COM6\)-Changes](#)
 [Attachment B - Metro System Advertising \(COM6\)-2017](#)

(CARRIED OVER FROM JANUARY BOARD CYCLE)

41. APPROVE revised **Property Naming Policy** with the removal of the Corporate Sponsorship/Naming Rights program portion (see Attachment A).

[2017-0080](#)

Attachments: [Attachment A - Property Naming Policy - Markup](#)

42. CONSIDER AUTHORIZING:

[2017-0113](#)

- A. the Chief Executive Officer to negotiate and execute individual five-year firm fixed unit rate contracts with the City of Long Beach Contract No. PS5862300LBPD24750 not-to-exceed ~~\$27,088,968~~ \$30,074,628, City of Los Angeles, Contract No. PS5862100LAPD24750 not-to-exceed ~~\$368,717,424~~ \$369,330,499, and the County of Los Angeles, Contract No. PS5863200LASD24750, not-to-exceed ~~\$245,356,369~~ \$246,270,631 for **multi-agency law enforcement services** effective July 1, 2017 through June 30, 2022; subject to resolution of protest(s), if any;
- B. the Chief Executive Officer to negotiate and execute a demobilization/transition agreement with the County of Los Angeles Sheriff's Department for **single agency law enforcement services** effective March 1, 2017, through June 30, 2017; AND a mobilization agreement with the City of Los Angeles Police Department and the City of Long Beach Police Department effective March 1, 2017, through June 30, 2017 within the board approved project budget;
- C. the Chief Executive Officer to enter into Memorandum of Understandings with local law enforcement agencies based upon system expansion to provide flexibility as new bus and rail lines open; and
- D. an increase of two FTE's for the System Security and Law Enforcement Department. Additional staff will assist with oversight of the multi-agency contract compliance, performance, and coordination of training of all law enforcement and security staff.

Attachments: [Attachment A Motion 41](#)
 [Attachment B -RFP No. PS24750 - procurement summary](#)

(CARRIED OVER FROM NOVEMBER CYCLE)

43. CONSIDER:

[2017-0025](#)

- A. HOLDING a public hearing on the proposed Resolution of Necessity.
- B. ADOPTING the Resolution of Necessity authorizing the commencement of an eminent domain action to acquire **Project Parcel W-3001 (APN: 4343-005-005 and 006)**, consisting of the

real property and the improvements pertaining to the realty
(hereinafter the "Property" as identified in Attachment A).

(REQUIRES TWO-THIRDS VOTE)

Attachments: [Attachment A- Site Plan](#)
 [Attachment B- Staff Report](#)
 [Attachment C- Resolution of Necessity](#)

44. CONSIDER:

[2017-0039](#)

- A. HOLDING a public hearing on the proposed Resolution of Necessity.
- B. ADOPTING a Resolution of Necessity authorizing the commencement of an eminent domain action to acquire a portion of APN: 6009-029-059 in fee simple, an area of 211 sq. ft. on private property located at **1725 E. Florence Avenue, Los Angeles, CA.**

(REQUIRES TWO-THIRDS VOTE)

Attachments: [Attachment A- Property Information](#)
 [Attachment B- Staff Report](#)
 [Attachment C- Resolution of Necessity](#)

END OF NON-CONSENT ITEMS

45. CLOSED SESSION:

[2017-0111](#)

- A. Conference with Legal Counsel - Existing Litigation - G.C. 54956.9(d)(1)
Armanda Adonis v. LACMTA, LASC Case No. BC584747
- B. Conference with Legal Counsel - Anticipated Litigation - G.C. 54956.9(d)(2)
Significant Exposure to Litigation (One Case)
- C. Conference with Labor Negotiator - G.C. 54957.6
Agency Designated Representative: Joanne Peterson or designee
Employee Organizations: SMART, ATU, TCU, AFSCME and Teamsters
- D. Conference with Real Property Negotiator - G.C. 54956.8
Property Description: 620 W. 2nd Street, Los Angeles, CA
Agency Negotiator: Carol A. Chiodo
Negotiating Party: The Broad
Under Negotiation: Price and Terms

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

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

Board Report

File #: 2017-0061, **File Type:** Minutes

Agenda Number: 2.

REGULAR BOARD MEETING FEBRUARY 23, 2017

SUBJECT: REGULAR BOARD MEETING MINUTES HELD JANUARY 26, 2017

RECOMMENDATION

APPROVE Minutes of the Regular Board Meeting held January 26, 2017.

Metro

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



MINUTES REGULAR BOARD MEETING

Thursday, January 26, 2017

9:00 AM

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

Directors Present:

*John Fasana, Chair
Eric Garcetti, 1st Vice Chair
Sheila Kuehl, 2nd Vice Chair
Kathryn Barger
Mike Bonin
James Butts
Jacquelyn Dupont-Walker
Robert Garcia
Janice Hahn
Paul Krekorian
Ara Najarian
Mark Ridley-Thomas
Hilda Solis
Carrie Bowen, non-voting member*

Phillip A. Washington, Chief Executive Officer

CALLED TO ORDER at 9:13 a.m.

ROLL CALL

APPROVED Consent Calendar Items: 2, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24**, 26, 27**, 31, 32, 33, 34, 39, 40, 41, 44, 46, 47, and 52. ~~and 53.~~

Consent Calendar items were approved by one motion except item 53 which was held by a Director for discussion and/or separate action.

**Items require 2/3 vote of the Board.

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

- 2 APPROVED ON CONSENT CALENDAR Minutes of the Regular Board Meeting held December 1, 2016. **2016-0963**

- 3 RECEIVED Report by the Chair. **2016-0964**

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

- 4 RECEIVED Report by the Chief Executive Officer. **2016-0965**

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

- 4.1 RECEIVED Annual State of the Agency Address from Chief Executive Officer, Phillip A. Washington. **2017-0003**

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

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

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

2016-0867

8 AUTHORIZED ON CONSENT CALENDAR:

- A. up to \$500,000 in **Measure R 20% Highway Funds** for **design and construction of two temporary signals for the properties at 16810 -16900 Valley View Avenue in Cities of La Mirada and Cerritos**; and
- B. execution of the necessary agreements with Caltrans to implement the mitigation.

9 APPROVED ON CONSENT CALENDAR:

2016-0774

- A. ADOPTING the **Investment Policy** as revised in Attachment A.
- B. APPROVING the **Financial Institutions Resolution** authorizing financial institutions to honor signatures of LACMTA Officials, Attachment B; and
- C. DELEGATING to the Treasurer or his/her designees, the **authority to invest funds for a one year period**, pursuant to California Government Code ("Code") Section 53607.

10 APPROVED ON CONSENT CALENDAR:

2016-0935

- A. ADOPTING the **Resolution authorizing LACMTA Officials to execute and sign an agreement with the State Board of Equalization for implementation of Measure M**, Attachment A;
- B. APPROVING agreement to set-up systems to administer and operate Measure M, Attachment B, at a one-time cost up to \$175,000; the funds are included in the FY17 budget;
- C. APPROVING agreement to provide on-going administration and operation of Measure M, Attachment C;
- D. ADOPTING the Resolution authorizing examination of Measure M sales tax records by Metro and audit consultant staff, Attachment D; and
- E. AUTHORIZING the CEO or his designee to take all actions necessary to achieve the foregoing.

The attachments are in substantially final form.

- 11 AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to execute a right-of-way contract of sale (Contract) with the **State of California, Department of Transportation (Caltrans) to construct High Occupancy Vehicle (HOV) lanes on the Interstate 5 Freeway between Burbank Boulevard and Buena Vista Street (Project)**.

2016-0941

- 13 ADOPTED ON CONSENT CALENDAR the **Development Guidelines (Attachment C) for the joint development of the 1.08-acre Metro-owned property at the Mariachi Plaza Gold Line Station.** **2016-0890**
- 14 APPROVED ON CONSENT CALENDAR: **2016-0938**
- A. the **SCAG 2017 ATP Regional Program Implementation Project List for Los Angeles County including the assignment of ten points for consistency with regional, local, and Metro plans and a contingency list to be used should additional ATP funds be made available**, as shown in Attachment A; and
- B. AUTHORIZING the Chief Executive Officer to commit \$2,169,000 to the Metro-sponsored project, Reconnecting Union Station to the Historic Cultural Communities in DTLA, required in order to secure partial ATP funding of \$3,157,000.
- 15 AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to: **2016-0940**
- A. EXECUTE Modification No. 3 to Task Order No. PS2999200FFO2TO1 under Contract No. PS4010-3041-FF-XX, with **Kleinfelder, Inc., for the Union Station Master Plan (USMP), to provide additional environmental services** in the amount of \$82,533, increasing the Total Task Order Value from \$839,362 to \$921,895;
- B. INCREASE Contract Modification Authority (CMA) specific to Task Order No. PS2999200FFO2TO1 for USMP in the amount of \$150,000, increasing the total CMA amount from \$100,000 to \$250,000, to support additional services related to USMP;
- C. EXECUTE Modification No. 7 to Contract No. PS4330-2863, with Gruen Associates, for the USMP, to provide planning services in support of a Request for Interests and Qualifications (RFIQ), in the amount of \$209,532, increasing the Total Contract Value from \$5,901,125 to \$6,110,657, and extend the performance period from March 2017 to June 30, 2019; and
- D. INCREASE Contract Modification Authority (CMA) specific to Contract No. PS4330-2869 for the USMP in the amount of \$150,000-increasing the total CMA amount from \$721,825 to \$871,825 to support additional services related to the USMP.

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

16 APPROVED ON CONSENT CALENDAR:

2016-0945

- A. APPROVING the **FY 2017 Solicitation for Proposals for FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Section 5316 Job Access and Reverse Commute (JARC) and Section 5317 New Freedom Program funds**, for which Metro is the Designated Recipient for the urbanized areas of Los Angeles County, including the following:
1. The Allocation Process shown in Attachment A;
 2. The solicitation funding marks estimated up to \$9,692,287 for Section 5310 projects, \$8,013,181 for Section 5316 projects, and \$665,306 for Section 5317 projects, for a combined total of \$18,370,774; and
 3. The Application Package shown in Attachment B.
- B. ALLOCATING \$10,139,411 in Section 5310 funds for Access Services as identified by the FY 2017 Funding Allocation Process, for Traditional Capital Projects, to support complementary paratransit service that the American with Disabilities Act of 1990 (ADA) requires.

17 APPROVED ON CONSENT CALENDAR:

2016-0952

- A. AMENDING the **2009 Long Range Transportation Plan (LRTP) to include the projects and programs in the Measure M Expenditure Plan**; and
- B. WORKING with the **Southern California Association of Governments (SCAG) to amend the 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and the Federal Transportation Improvement Program (FTIP) to include the same projects, as necessary.**

18 APPROVED ON CONSENT CALENDAR:

2016-0962

- A. APPROVING programming of funds for **third party costs for the L.A. County Grade Crossing and Corridor Safety Program** in the amount of \$500,000 of Measure R 3% funds;
- B. APPROVING programming of funds for **third party costs for the Brighton to Roxford Double Track Project** in the amount of \$2,176,700 of Measure R 3% funds;

(Continued on next page)

(Item 18 – continued from previous page)

C. APPROVING programming of funds for the **Metrolink San Bernardino Line Diesel Multiple Unit (DMU) Study** in the amount of \$400,000 of Measure R 3% funds; and

D. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary third-party and other agreements, referenced above;

19 APPROVED ON CONSENT CALENDAR:

2016-0967

A. The recommended **Alternative 2 Northerly Point of Access and Salem Sperry Grade Separation** for the environmental documents and preliminary engineering design phase; and

B. Third party costs of up to \$2 million for the City of Glendale, City of Los Angeles, Southern California Regional Rail Authority and other third parties and authorize the Chief Executive Officer (CEO), or his designee, to negotiate and execute all agreements necessary for this action.

20 APPROVED ON CONSENT CALENDAR **Motion by Antonovich and Najarian** that the Metro Board of Directors direct the CEO to report back to the Board in March 2017 with a status update on the High Desert Multipurpose Corridor Project, including important milestones reached, next steps, collaborative efforts between staff and the HDMC JPA, and opportunities for advancement of the project.

2016-0949

22 AUTHORIZED the Chief Executive Officer (CEO) to execute:

2016-0885

A. a five year cost-plus fixed fee Contract No. PS20109 to **LSA Associates, Inc. for sustainability climate change adaptation and greenhouse gas emissions reduction (GHG)** services on task orders, with an initial amount not-to-exceed \$6,365,000 inclusive of three base years (not to exceed \$3,742,143) with two one-year options (year one = \$1,274,468 and year two = \$1,348,109), subject to resolution of protest(s), if any; and

B. individual Task Orders and changes within the Board approved contract amount.

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

23 AUTHORIZED ON CONSENT CALENDAR the Life-of-Project (LOP) budget of \$13,185,000 for a **three-year Fuel Storage Tank Project managed through Environmental Compliance and Sustainability Section (ECSS)**.

2016-0886

24 APPROVED ON CONSENT CALENDAR BY A 2/3 VOTE:**2016-0828**

- A. FINDING that use of the design-build contracting delivery approach pursuant to Public Utilities Code Section 130242(a) will achieve certain private sector efficiencies in the integration of the design and construction of the **Westside Purple Line Extension Project - Section 3** by providing for the award of a design-build contract to the lowest responsive and responsible bidder; and
- B. APPROVING the use of the design-build contracting delivery approach pursuant to Public Contract Code 22160 - 22169 to reduce project costs, expedite project completion and allow for either an award to the lowest responsive and responsible bidder, or the negotiation and award of a design-build contract to a responsible proposer whose proposal is determined to be the best-value to Metro.

25 AUTHORIZED UNDER RULE OF NECESSITY the Chief Executive Officer to execute:**2016-0887**

- A. a five-year cost-plus fixed fee Contract No. PS20111, with **ICF International for CEQA/NEPA Environmental Services and Support** on Task Orders, inclusive of two one-year options with an initial amount not-to-exceed \$25,604,000, inclusive of three base years (not to exceed \$15,076,003) with two one-year options (year one = \$5,211,497 and year two = \$5,315,727), subject to resolution of protest(s) subject to resolution of protest(s), if any; and
- B. individual Task Orders and changes within the Board approved contract amount.

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

26 INCREASED ON CONSENT CALENDAR the authorized funding for Contract No. EN077 with **Arcadis US, Inc. (AUS), to fund additional **Environmental Hazardous Materials and Construction Services Task Orders** in an amount not-to-exceed \$3,255,000 increasing the total Contract Value from \$38,000,000 to \$41,255,000.**

2016-0932

27 APPROVED ON CONSENT CALENDAR BY A 2/3 VOTE:

2016-0944

- A. FINDING that awarding contracts for a design-build delivery, pursuant to Public Utilities Code Section 130242 (a), will achieve certain private sector efficiencies in the integration of design, project work, and components related to real property renovation, improvements, and construction work at Metro transit facilities in Los Angeles County as defined by the projects listed in Attachment A; and
- B. AUTHORIZING the Chief Executive Officer to award design-build contracts for **renovations, improvements, and construction at Metro transit facilities related to projects** listed in Attachment A.

31 AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

2016-0839

- A. AWARD a firm fixed price Contract No. OP67538000 with **Penske Motor Group, the lowest responsive and responsible bidder for 110 Hybrid Sedans** for \$2,936,769 inclusive of sales tax and environmental fees, subject to resolution of protest(s), if any; and
- B. PROCEED with the solicitation and procurement of 10 Zero Emissions Electric Vehicles (EVs) in order to determine their feasibility and operational viability within Union Station Gateway (USG), bus and rail operating locations.

32 AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a two year, indefinite delivery/indefinite quantity Contract No. VM67502000 for **engine oil to Rosemead Oil Products, Incorporated**, the lowest responsive and responsible bidder for a not to exceed amount of \$805,281 inclusive of sales tax for the base year, and not-to-exceed amount of \$821,569 inclusive of sales tax for a one year option, for a total contract amount of \$1,626,850, subject to resolution of protest(s), if any.

2016-0931

33 AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to reject all bids in response to IFB No. OP28589 for **Metro Red/Purple Line Tunnel Washing Services**, cancel the procurement and issue a new Invitation for Bids for the Tunnel Washing Services.

2016-0910

- 34 AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer 2016-0968
to award four-year contracts to the following four lowest, responsive and
responsible bidders for **non-inventory paper supplies** for an indefinite
delivery, indefinite quantity for a total amount not-to-exceed \$3,000,000, inclusive
of sales tax, effective February 2, 2017, subject to resolution of protest(s), if any.

- A. Contract No. PS2039471406-2000/001 with Bashboy Enterprises dba California
Printing Consultants for a total contract amount not to exceed \$600,000,
- B. Contract No. PS2039471406-2000/002 with Gorilla Stationers for a total
contract amount not to exceed \$150,000,
- C. Contract No. PS2039471406-2000/003 with Spicer's Paper, Inc. for a
total contract amount not to exceed \$2,100,000; and
- D. Contract No. PS2039471406-2000/004 with Veritiv Operating Company
for a total contract amount not to exceed \$150,000.

- 38 AUTHORIZED the Chief Executive Officer to execute a Contract 2016-0768
Modification exercising three one-year options to:

- A. Contract No. OP39602795A with **LTK Engineering Services for
Element A, Consultant for Light Rail Vehicle Acquisition, Technical Support
Services**, in an aggregate amount of \$5,972,304, increasing the total Contract
amount from \$15,236,445 to a total not-to-exceed amount of \$21,208,749; and
- B. Contract No. OP39602795B with CH2M Hill Inc. for **Element B,
Consultant for Light Rail Vehicle Acquisition, Program Management Support
Services**, in an aggregate amount of \$2,291,639, increasing the total Contract
amount from \$6,087,246 to a total not-to-exceed amount of \$8,378,885.

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

- 39 AWARDED ON CONSENT CALENDAR a sole source 60-month 2016-0847
indefinite quantity/indefinite delivery Contract No. MA6274900 for the **overhaul of
52 friction brake systems for Breda A650 Red Line cars to Wabtec Passenger
Transit (Wabtec)**, the original equipment manufacturer (OEM), for a not-to-exceed
amount of \$2,857,400, inclusive of one service option.

40 AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to: **2016-0975**

- A. AWARD a firm fixed unit rate Contract No. OP671430003367 for **uniform rental services with Prudential Overall Supply**, for a not-to-exceed amount of \$3,372,104 for the three-year base period and \$3,372,104 for the one, three year option, for a combined total of \$6,744,208 effective February 1, 2017 through January 31, 2023; and
- B. EXECUTE Modification No. 11 for the existing uniform rental services Contract No. OP30002227 with Prudential Overall Supply to extend the period of performance by four (4) months, through July 31, 2017 and request additional authority in the amount of \$260,000, increasing the contract value from \$5,165,029 to \$5,425,029

41 APPROVED ON CONSENT CALENDAR **Motion by Garcetti, Solis, Bonin and Dupont-Walker** that the Board direct the CEO to: **2017-0020**

- A. Immediately initiate a holistic assessment of MTA's long-term needs at Division 20 and accommodation of future Arts District station access, including:
 - 1. Turn-back facility improvements,
 - 2. Rail car storage, maintenance facility, and vehicle test track needs required to start service on the Purple Line Extension Section 3 in 2024 per the Measure M ordinance,
 - 3. Rail service expansion to the Arts District with station options at 1st Street, 3rd Street, and/or 6th Street, with connections into the Arts District, to MTA's LA River Waterway & System Bikepath project, and to the 6th Street Viaduct Replacement project,
 - 4. Consideration of additional property required to meet all the above needs;

FURTHER MOVE that the MTA Board direct the CEO to:

- A. Design Division 20 so as to not preclude new stations and necessary track(s) in the future if funding is identified for an Arts District station(s) on the Red/Purple Line.
- B. Work with the City of Los Angeles to develop creative strategies to establish innovative funding mechanisms dedicated to off-set the costs of new stations in the Arts District.
- C. Provide an initial report back on all the above during the April 2017 Board cycle.

44 ADOPTED ON CONSENT CALENDAR staff recommended positions: **2016-1001**

A. **AB 1 (Frazier)** - Transportation Funding **SUPPORT WORK WITH AUTHOR**

B. **SB 1 (Beall)** - Transportation Funding **SUPPORT WORK WITH AUTHOR**

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

45 ADOPTED the proposed 2017 Federal and State Legislative Program. **2016-1005**

FASANA amendment in Attachment B, Goal 12.

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

46 APPROVED ON CONSENT CALENDAR: **2016-1008**

- A. the renewal of the Project Labor Agreement (PLA), and Construction Careers Policy (CCP), as amended;
- B. the updated PLA (Attachment A) which covers certain Metro Construction and Joint Development (JD) projects,
- C. the updated CCP (Attachment B) which covers certain Metro Construction and Joint Development projects; and
- D. the updated Metro JD Policy (Attachment C) to incorporate Metro's PLA and CCP and separate the JD Policy from the JD Procedures.

47 APPROVED ON CONSENT CALENDAR: **2016-0999**

- A. RECEIVING AND FILING the **Countywide ExpressLanes Strategic Plan** Executive Summary (Attachment A) full report available at [http://libraryarchives.metro.net/DB Attachments/170111 Strategic Plan with Appendices.pdf](http://libraryarchives.metro.net/DB_Attachments/170111_Strategic_Plan_with_Appendices.pdf) , and;
- B. AUTHORIZING the CEO to initiate planning studies including a comprehensive financial plan for Tier 1 projects as outlined in Attachment B and submit those projects as a network to the California Transportation Commission to request tolling authority.

48 APPROVED AS AMENDED:

2016-0980

- A. AUTHORIZING the Chief Executive Officer (CEO) to negotiate and execute contract modification(s) to Contract No. C0988 with **Walsh/Shea Corridor Constructors (WSCC)**, for final costs associated with construction on accommodations so as not to preclude a future Light Rail Transit (LRT) Station at 96th Street and implement an agreement on critical cost and schedule impacts in an amount of \$59,150,000 increasing the total contract value from \$1,311,627,532 to \$1,370,777,532, no impact to Crenshaw/LAX Project Life-of-Project Budget;
- B. AMENDING the FY17 budget by \$28,600,000 for Project 460303 Airport Metro Connector Accommodations from \$10,760,760 to \$39,360,760 for the allocable portion of its costs related to the \$59,150,000 under Recommendation A; and
- C. AUTHORIZING the CEO as part of a pilot period of 1 year to negotiate and execute project-related agreements, including contract modification(s) up to the authorized Life-of-Project budget, to streamline project management of the Crenshaw/LAX Transit Project subject to monthly reporting requirements, that would include any pending project-related agreements, change orders/contract modifications and any significant changes to contract contingency to the Board of Directors. This action would allow the Board to see in advance all project-related agreements and change orders.

Butts Motion to amend this item in so far as this Board instructs the CEO **2017-0057** to report back to the full Board at its February 2017 meeting, having examined the proposed design and construction scenarios and determine how:

- A. the scenarios can avoid impacting the October 2019 completion date for the Crenshaw/LAX Line;
- B. costs of design and construction of the Centinela/Florence grade separation;
- C. cost estimates of constructing the grade separation now vs. retroactively constructing the grade separation after the Crenshaw Line opens in 2019;
- D. identifying sources of funding; and
- E. authorizing, if needed, the expeditious preparation and release of necessary environmental documentation in order to proceed to design and construction.

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

49 APPROVED AS AMENDED:

2016-0973

- A. INCREASING the Life of Project (LOP) Budget on the **Regional Connector Transit Corridor Project** by \$199 million from \$1,551,840,570 to \$1,750,840,570;
- B. AMENDING the FY17 Budget on the Regional Connector Transit Corridor Project by \$30.6 million from \$220,730,000 to \$251,330,000;
- C. AUTHORIZING the CEO to execute Contract Modification No. 74 with Regional Connector Constructors (RCC) in the amount not to exceed \$50,600,000, for delays and schedule mitigation measures, electrical and water utility relocation costs, additional fire life safety engineering and other design and construction changes, increasing the total contract value from \$1,052,391,660 to \$1,102,991,660.
- D. AUTHORIZING the CEO as part of a pilot period of 1 year to negotiate and execute project-related agreements, including contract modification(s) up to the authorized Life-of-Project budget, to streamline project management of the Regional Connector Transit Corridor Project subject to monthly reporting requirements, that would include any pending project-related agreements, change orders/contract modifications and any significant changes to contract contingency to the Board of Directors. This action would allow the Board to see in advance all project-related agreements and change orders.

Dupont-Walker amendment to increase contingency by an additional \$5,000,000 to match the FTA requested amount.

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

50 APPROVED:

2016-0971

- A. ESTABLISHING a Life-of-Project Budget (LOP) Budget of \$2,440,969,299 for the **Westside Purple Line Extension Section 2 Project**;
- B. AUTHORIZING the Chief Executive Officer (CEO) to award a 102-month firm fixed price contract under Request for Proposal (RFP) No. C1120 to Tutor Perini/O & G, a Joint Venture (TPOG), the responsive and responsible Proposer determined to provide Metro with the best value for the final design and construction of the Westside Purple Line Extension Section 2 Project (Project) for a firm fixed price of \$1,376,500,000.00, subject to resolution of protest(s), if any; and

(Continued on next page)

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- C. AUTHORIZING the CEO as a pilot period of 1 year to negotiate and execute project-related agreements, including contract modification(s) up to the authorized Life-of-Project budget for Section 1 and 2 of the Westside Purple Line Extension Section 2 Project to streamline project management of the Project subject to monthly reporting requirements, that would include any pending project-related agreements, change orders/contract modifications and any significant changes to contract contingency to the Board of Directors. This action would allow the Board to see in advance all project-related agreements and change orders.

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

- 51 CARRIED OVER TO FEBRUARY BOARD ADOPTION of revisions to **2016-1006**
Metro's System Advertising Policy in order to update policy and expand Metro's current advertising opportunities and generate additional revenue - as recommended in the Risk Allocation Matrix (RAM) process approved at the January 2016 Board meeting.
- 52 APPROVED ON CONSENT CALENDAR Motion by Director Kuehl that **2017-0030**
the Board direct the CEO to:
- A. Meet with environmental stakeholders and representatives of Caltrans District 7, the County of Los Angeles, the Los Angeles County Flood Control District, the Regional Water Quality Control Board, state and federal fish and wildlife agencies, and other potentially interested parties to discuss any interest in a RAMP approach for multijurisdictional cooperation in biological mitigations, and explore the development of a conservation greenprint that identifies and helps prioritize areas of high ecological value, water resources, and wildlife movement corridors;
- B. Convene a working group of environmental stakeholders and Metro/Caltrans project managers for Transit, Highway and Active Transportation projects to develop an early screening process for biological evaluation to be applied to the review of projects scheduled for planning and/or construction over the next thirty years. Screening shall not only include any likelihood of direct and indirect impacts to plant and/or animal species, habitats, biological systems, and wildlife corridors, but also an evaluation of multiple Metro projects with regard to commonalities in ecosystems, animal and plant type, habitat, watershed, and scheduled timing of implementation. Project evaluation should also determine whether current review and implementation status renders the project inappropriate for inclusion in a RAMP; and

(Continued on next page)

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- C. Prepare a report back to the Board within 120 days on the preliminary results of the consultations and a proposed early screening process to be considered for all major Metro transportation projects, as well as an approach to identifying high value conservation lands, water resources, and wildlife movement corridors.

53 APPROVED:

2016-0731

- A. the **Airport Metro Connector (AMC) 96th Street Transit Station Project** which will add a new Metro rail station to the Crenshaw/LAX Line at 96th Street;
- B. CERTIFYING the Final Environmental Impact Report (Final EIR). Attachment A contains the Project Overview. The Final EIR is available upon request or at www.metro.net/projects/lax-extension <http://www.metro.net/projects/lax-extension>;
- C. ADOPTING the:
1. Mitigation Monitoring and Reporting Plan (MMRP) (Attachment B); and
 2. Findings of Fact (Attachment C)
- D. AUTHORIZING the Chief Executive Officer (CEO) to file the Notice of Determination (NOD) (Attachment D) with the Los Angeles County Clerk and State of California Clearinghouse; and
- E. RECEIVING AND FILING the quarterly project status report including architectural and engineering design services and coordination with the Los Angeles World Airports (LAWA) and the Crenshaw/LAX Project, as directed by the Metro Board in July 2014 (Attachment E).

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

54 CLOSED SESSION:**A. Conference with Legal Counsel - Existing Legislation - G.C. 54956.9(d)****(1):**

1. Carol DeRegis v. LACMTA, LASC Case No. BC499120

APPROVED settlement of \$337,500.

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

2. Alejandro Pulido Sevillano, et al. v. LACMTA, LASC Case No. BC575207

APPROVED settlement of \$750,000.

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

3. Jose Madrigal v. LACMTA, LASC Case No. BC489953

APPROVED settlement of \$4,000,000.

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

B. Conference with Labor Negotiator - G.C. 54957.6:

Agency Designated Representative: Joanne Peterson or designee

Employee Organizations: SMART, ATU, TCU, AFSCME and Teamsters

NO REPORT.

ADJOURNED at 1:13 P.m. in memory of Reverend Jackie Russell.

Prepared by: Collette Langston
Board Specialist


Michele Jackson, Board Secretary



Board Report

File #: 2017-0016, File Type: Policy

Agenda Number: 6.

REVISED
AD HOC SUSTAINABILITY COMMITTEE
FEBRUARY 15, 2017

**SUBJECT: AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM
STRATEGY AND POLICY FRAMEWORK**

**ACTION: APPROVE UPDATES TO THE AFFORDABLE HOUSING AND SUSTAINABLE
COMMUNITIES PROGRAM STRATEGY AND POLICY FRAMEWORK**

RECOMMENDATION

**APPROVE updates to the Affordable Housing and Sustainable Communities (AHSC) Program
Strategy and Policy Framework, as shown in Attachment A**

ISSUE

Metro has actively participated in the first two program years for the AHSC funding program, part of the larger portfolio of “cap-and-trade” programs made available by the State of California. The recommended action would better align Metro’s efforts and resources with objectives for the program, while continuing to support projects that advance Metro and locally identified priorities.

DISCUSSION

In January 2016, the Metro Board of Directors approved the AHSC Program Strategy and Policy Framework. That strategy was intended to align and direct Metro’s efforts around the AHSC Cap-and-Trade funding program, and to achieve the following objectives:

- Improve competitive standing of Los Angeles County projects;
- Inspire high quality, high impact project applications; and
- Secure funding for Metro Board programs, notably First/Last mile

Current Results

As reported to the Ad Hoc Sustainability Committee, Metro staff has worked extensively to position successful projects from Los Angeles County for the AHSC program through the 2015 and 2016 program years. These efforts have resulted in 17 successful project applicants from the county, including two projects with sub-awards coming to Metro to augment the downtown Los Angeles bike share pilot. These successful projects equate to 30% of total projects awarded.

As a whole, the program is still a work in progress, especially in terms of Metro's key objective of seeking meaningful, strategic investment in transportation infrastructure. The Strategic Growth Council made several adjustments to the program guidelines between year one and year two, which incentivized and enabled many projects to fund improvements to transportation infrastructure with a broad public benefit.

Nevertheless, substantial issues remain with the program, notably the continued complexity and time commitment of structuring competitive projects and forming partnerships. To that end, Metro continues to be concerned that only large jurisdictions are able to successfully compete for AHSC dollars. Of the 17 awards in Los Angeles County, 16 have been within the City of Los Angeles (the other to Signal Hill). At the same time, implementation of Metro's AHSC Policy and Strategy Framework also requires substantial ongoing effort to help achieve these results.

The current status of the AHSC program is somewhat up in the air. The schedule for 2017 has been delayed and is pending both a potential round of guideline revisions as well as further certainty on the overall status of the cap-and-trade portfolio and fund availability. We do expect that the program will proceed with an application process in the summer of 2017, subject to future updates.

Key Policy Provisions

The Metro AHSC Strategy and Policy Framework contains the following key provisions:

Menu of transportation components. Metro publishes a listing of potential Metro infrastructure investments that can be included in project applications, as conditions permit

Technical Assistance and Capacity Building. Metro collaborates with other entities in Los Angeles County, including LA Thrives, LA n Sync, Enterprise Community Partners, and SCAG to provide technical assistance to jurisdictions and developer applicants.

Ability to Partner/Requirement for local resolution showing policy consistency. Metro has made itself available to partner with applicants/developers, as well as to participate or provide material support to applications in a broad range of circumstances. As noted, developing project applications is a labor intensive process, with success often determined by factors beyond Metro's control. The current policy requires the local jurisdiction where a project is located to adopt a resolution supporting and acknowledging Metro's priorities. In 2016, only the City of Los Angeles adopted a resolution.

Suggested Adjustments

At this time Metro remains committed to facilitating success of the program within Los Angeles County. At the same time, we have dedicated substantial staff resources to other initiatives including implementing Measure M projects and pursuing first/last mile activities directed by the Board. As such, staff recommends recasting our AHSC activities as follows:

- Consider partnership/participation in project applications with a clear benefit to Metro (policies, i.e., First/Last Mile, Complete Streets, Transit Oriented Communities) but do not broadly commit participation to multiple projects. Metro staff will direct its efforts toward proposals with

clear Board policy alignment, local commitment and engagement, and viability within the AHSC Guidelines;

- Strongly encourage the adoption of a local resolution prior to Metro participation, but do not require it as this may create an additional barrier for participation among smaller jurisdictions;
- Continue to participate in technical assistance efforts along with partnering entities as described. Collaborative technical assistance for AHSC efforts are augmented by Metro's newly available capacity building and technical assistance programs, notably First/Last Mile Training begun in January 2017 and Complete Streets Training begun in December 2016. These trainings are geared to local agencies and prompt the development of local plans consistent with Metro policies and that align with AHSC eligible components. Further, Metro's on-going grant technical assistance efforts will be augmented by recent Board direction on First/Last Mile Implementation (Motion 14.1 - May 2016). These resources can also be directed toward AHSC project applications particularly, noting that substantial AHSC related grant technical assistance is already provided through other entities; and
- Other updates and adjustments to reflect current activities.

Attachment A shows recommended revisions to the AHSC Strategy and Policy Framework in a markup format.

FINANCIAL IMPACT

Staff time for participation in the AHSC program is included in the FY17 adopted budget in Cost Center 4340, Sustainability Policy and Programs, Project 450009, Sustainability Transportation Demo. Budgeted staff time has not been adequate to cover actual participation in prior years. The recommended adjustment would bring our activities more in line with budgeted and available resources.

Impact to Budget

The sources of funds are Propositions A, C and TDA Administration which is not eligible for bus and rail operating and capital expenses.

ALTERNATIVES CONSIDERED

Metro may decide to continue with its previously adopted strategy without adjustments. This is not recommended due to available resources to adequately participate in the program, as well as the potential for smaller jurisdictions to benefit from Metro's efforts.

NEXT STEPS


As noted, the schedule for the 2017 program year is to be determined by the state. Metro will provide further updates to the Committee as the program is finalized and will proceed with activities to facilitate Los Angeles County projects as described.

ATTACHMENTS

Attachment A - Strategy and Policy Framework Proposed Revisions - February 2017

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Phillip A. Washington
Chief Executive Officer

STRATEGY AND POLICY FRAMEWORK PROPOSED REVISIONS -

February 2017

- Policy framework

The ~~revised~~ program guidelines as adopted by the Strategic Growth Council in 2016 provide competitive points for projects that align themselves with established policies and plans intended to reduce transportation-related greenhouse gasses and vehicle miles traveled. While Metro has a substantial body of such policies, including the Countywide Sustainability Planning Policy, it will be more clear and efficient for applicants for Metro to create a specific policy framework for the Affordable Housing and Sustainable Communities (AHSC) program.

The purpose of an AHSC Metro policy is to clearly communicate Metro's preferences for development and local transportation infrastructure in areas surrounding Metro transit stations, to prompt project applications with the greatest regional benefit, and to allow communities a clear way to position projects for competitive advantage. To that end, staff is proposing adopting a policy statement as follows.

The AHSC program requires multi-component project applications that include affordable housing, transportation infrastructure, transportation amenities, transportation programming, urban greening and other investments. Metro supports project applications in Los Angeles County that:

- Increase the supply of affordable housing near transit particularly at the lowest income levels feasible;
- Implement Metro's First/Last Mile Strategic Plan and Planning Guidelines, improving accessibility and safety for transit passengers;
- Include transportation infrastructure improvements in the public right-of-way;
- Utilize Metro's Urban Greening Plan and Toolkit;
- Include creative partnerships to achieve community development objectives identified through a community engagement process;
- Where feasible, fund implementation of Metro Bike Share stations, Metro Bike Hubs, or other Metro infrastructure; and
- Where feasible, provide Metro Transit Passes to housing project residents.

In order to provide support letters for individual projects or be involved as a partner applicant or participating entity, Metro ~~will require~~ strongly encourages a resolution from the local agency where any given project is located acknowledging and supporting these priorities.

It should be noted that this policy framework is closely related to the Metro's emerging work on Transit Oriented Communities. To that end, the Metro Board may wish to review and revise this policy periodically for consistency.

- Metro role in individual projects - The competitive framework established by the current guidelines creates a strong incentive for transportation agencies to be included as partner applicants. Metro generally views this program as an appropriate funding source for local transit-supportive projects such as first/last mile improvements. ~~In some cases Metro may be a direct partner/funding recipient, especially where bike share stations and bike hubs are appropriate.~~ In all cases, Metro is seeking to catalyze partnerships that include transportation infrastructure investments with broad public benefits. Each potential project will be considered separately, with options to include:
 1. Metro as a partner/co-applicant (where Metro receives funds for bike share, bike hubs, or other Metro-specific activities such as stop or station improvements).
 2. Metro as a participating entity, facilitating transportation infrastructure investment with a local city or the County of Los Angeles (e.g. first/last mile or active transportation project in a local right-of-way).
 3. As a supporter based on consistency with the policy framework proposed here.

Any level of Metro participation in any given project will be considered on a case-by-case basis subject to the policy considerations laid out in this framework, assessment of the competitive viability of the project, the level of benefit and risk for Metro, and other factors.

- Outreach/training/technical assistance - Metro ~~will~~ collaborates with various entities in Los Angeles County to provide broad based capacity building, training and outreach for local agencies. Metro's activities ~~will~~ include communication on program basics (timelines, eligible projects, etc.) to all interested jurisdictions, presentations to subregional Council of Governments meetings, and coordination with other entities including SCAG to provide a basic level of knowledge about the program. Additionally, Metro is ~~initiating~~ currently offering a training programs for local agencies around First/Last Mile and Complete Streets. The purpose of the training is to orient local staff to the first/last mile planning methodology, and to prompt the creation of concept plans that are ready to compete for funding. Metro ~~is currently working~~ is with partners and stakeholders

in Los Angeles County to establish a collaborative process that will address a broad range of technical assistance and capacity-building needs for both the public sector and private housing developers. These partners, convened by the LA THRIVES collaborative, include philanthropic foundations, local government agencies, housing, public health, transportation, environmental experts, and community development financial institutions. The goals of this TA effort are to accelerate public-private partnerships and support high quality competitive applications - particularly integrated projects with both affordable housing and transportation infrastructure elements. Metro's aim leverage available resources in its targeted partnerships described above.

- Plan development - The AHSC program requires that planning for projects be complete, or near complete, in order to compete for funding. ~~That being the case, Metro will work with partners to introduce AHSC requirements and this policy framework into on-going planning programs (e.g. TOD Planning Grants if this program is continued by the Board, and the Joint Development TOG demonstration project.). Similarly, Metro will work with SCAG, as a function of the Joint Work Program to align SCAG Sustainability Program grants to creating funding-ready projects in Los Angeles County. Finally, a number of Metro's standalone planning efforts, such as an upcoming plan for First/Last Mile implementation for the Blue Line will be completed with AHSC implementation funding in mind. Metro is engaged in a variety of efforts to facilitate plan development that can lead to high quality, competitive AHSC projects. This includes Metro-led planning for first/last mile improvements countywide, future rounds of transit-oriented development and related planning grants, and coordination on planning funding made available through SCAG.~~
- Municipal level partnership/pipeline development - As part of this overall strategy Metro ~~is proposing to partner~~ has initiated activities with a limited number of interested jurisdictions (6-8) in order to pilot planning and project delivery techniques geared to AHSC. Metro will continue these efforts subject to on-going involvement and interest from the technical assistance collaborative described above, and resource availability. This effort will involve a mapping exercise that ~~will overlay potential housing projects, planned transportation improvements, and green infrastructure needs. Additionally, Metro will work with cities to compile lists of planned transportation infrastructure improvements (or improvements that can proceed with minimal planning and discretionary process) that can be readily attached to partnership applications. To this end, Metro has applied for a Caltrans Sustainable Communities Planning Grant in partnership with the City of Los Angeles. If we are successful, the grant will support developing and refining planning techniques in Los Angeles and allow for the process to be replicated in other jurisdictions. Metro will select jurisdictions with which to work based on the following criteria (we are currently working with subregional COGs to identify potential partners):~~

- ~~Interest;~~
 - ~~Policy alignment (e.g. adoption of local resolution as described above), as well as other policies required by the AHSC program such as, but not limited to, local land use and transportation plans, anti-displacement policies, and climate action plans;~~
 - ~~Presence of at least one Disadvantaged Communities census tract;~~
 - ~~Ability to catalogue housing, transportation and greening projects, within the jurisdiction that are eligible to compete for funding;~~
 - ~~Staff time and capacity to participate in strategy development, mapping exercise, and subsequent planning;~~
 - ~~Active affordable housing programs~~
- Menu of Metro components - Metro's primary objective in any given project application is roadway improvements for first/last mile and active transportation. The program also creates opportunities for lower cost, less process-intensive investments such as bike hubs, bike share stations, and improvements to Metro stops and stations. Metro staff will has developed a concise menu describing how each of these components can be included in project applications. ~~Preliminary versions of these component menus are attached.~~ The menu is available online at <https://www.metro.net/projects/countywide-planning/ahsc/>, noting that inclusion of any Metro component in any project will be considered on a case-by-case basis.



Board Report

File #: 2016-0995, **File Type:** Budget

Agenda Number: 16.

**FINANCE, BUDGET AND AUDIT COMMITTEE
PLANNING & PROGRAMMING COMMITTEE
FEBRUARY 15, 2017**

SUBJECT: UNION STATION METRO BIKE HUB

ACTION: AUTHORIZE LIFE OF PROJECT BUDGET INCREASE

RECOMMENDATION

AUTHORIZE augmenting the life of project budget for **Union Station Metro Bike Hub** from \$1.32 million to \$2.47 million, to accommodate a more accessible and higher visibility bike hub facility for users and the community.

ISSUE

At the July 2014 meeting, the Board approved an ExpressLanes grant award to the Union Station Metro Bike Hub in the amount of \$700,000 (Attachment A). At the May 2015 meeting, the Board approved the FY 2016 budget including a Life of Project (LOP) for the Union Station Metro Bike Hub of \$1.32 million. This LOP assumed the project would be built within the Gateway parking garage. Subsequently the redesign of the P1 level to accommodate patron drop-off eliminated that location. A free standing facility was then designed.

A Request for Proposals (RFP) was released for the construction of the Union Station Metro Bike Hub to Small Business Enterprises (SBEs) in October 2016. Upon review and contractor selection, an amendment of \$1.15 million is being requested for a total LOP of \$2.47 million.

DISCUSSION

At the September 2010 meeting, the Board approved 10 directives to improve bicycle connections and use with Metro services (Attachment B). One of these directives is to incorporate robust bicycle facilities, such as bicycle parking, at high demand stations to facilitate first/last mile transit access by bike. To meet the bicycle parking needs at high demand stations, bike lockers are impractical given the amount of space that would be required. Metro Bike Hubs have been introduced as a preferred option to meet the growing demand for secure bike parking. The Union Station Metro Bike Hub is designed to accommodate up to 200 bicycles. Metro Bike Hubs are designed to provide additional services to patrons including (in high demand locations) part-time attended staff, repair and tune-up services, check-in bike parking, and retail items. Metro Bike Hubs also provide informational resources to support bike education, safety, transit, and car-free transportation options.

Initial discussions on the Union Station Metro Bike Hub located the facility in the East Portal on parking level P1 adjacent to the childcare drop-off area when the original LOP was established. This space has since been converted to ADA parking for Union Station. Consequently, an alternative location on the West Portal near the north breezeway was selected for higher visibility and accessibility by users. This new location is limited in space and is only able to accommodate up to 200 bicycles rather than the initially proposed 300 bicycles; the ExpressLanes grant has been reduced by \$61,214 as a result.

Built in 1939, Union Station is on the National Register of Historic Places. Metro is charged with maintaining its historical integrity. As such, Metro Union Station management and its contractor, Morlin Asset Management (Morlin), was actively involved in the design of the Metro Bike Hub, ensuring that the facility is visually compatible, yet distinct, and that it does not disrupt views of the historic Union Station from the front of the building. Additionally, care was taken to design a facility that may be relocated to accommodate elements of the Union Station Master Plan as they come to fruition. A rendering of the Metro Bike Hub is provided in Attachment C.

In October 2016, an RFP was released by Morlin to SBEs for the construction of the Metro Bike Hub at Union Station. Proposals were due in November followed by interviews of the contractors. An evaluation of the proposing teams was completed to identify the most qualified candidate. Total construction costs are \$2.24 million; this amount is exclusive of Metro labor match required by the ExpressLanes grant and the cost of environmentally clearing the project. The need to design a freestanding facility that is compatible with the historic station and a number of on-site conditions including utilities has resulted in the increased cost. To help offset the increased costs, Union Station has allocated \$660,000 in tenant improvement (TI) funds to contribute toward the Metro Bike Hub facility. This capital project will be procured and managed in accordance with the Morlin contract consistent with Metro policies.

The Union Station Bike Hub will add to a network of other Metro Bike Hubs including El Monte, Hollywood/Vine, Culver City, and North Hollywood Metro Station hubs. Metro Bike Hub users have access to all locations to increase bike and transit trips and achieve first/last mile strategies. Key objectives of the program are to improve access to transit, encourage bicycle trips to Metro services, and maintain on-board transit vehicle capacity by providing secure bicycle parking at Metro stations. The facility will include secured-access and 24/7 bike parking built inside a structure with space-efficient, tiered bike racks, CCTV cameras, monitors with transit information and announcements, a bicycle repair stand and tools, air pump, and a retail/service area.

DETERMINATION OF SAFETY IMPACT

Authorization to amend the LOP of the Union Station Metro Bike Hub will not have any adverse safety impacts on Metro employees and patrons.

FINANCIAL IMPACT

The FY17 budget includes \$1.19 million including \$162K from the FY17 midyear budget adjustment for this project in Cost Center 4320, Project 210142 (Union Station Metro Bike Hub). Since this is a

multi-year project, the cost center manager and Chief Planning Officer will be responsible for budgeting the cost in future years, including budget for Project 204090 (Bicycle Access Improvements).

Impact to Budget

The sources of funds are toll revenue grant and Transportation Development Act (TDA) Article 4. Union Station has also allocated Tenant Improvement funds toward the overall project cost. Other eligible and available local funds or general funds may be used in FY18. A cash flow table is provided in Attachment D.

ALTERNATIVES CONSIDERED

The Board may choose not to amend the LOP for the Union Station Metro Bike Hub. This alternative is not recommended, as it is not in line with previous Board direction.

NEXT STEPS

Upon Board authorization, a Notice to Proceed will be issued to the selected SBE contractor to commence construction activities for the Union Station Metro Bike Hub. The facility is expected to open in fall 2017.

ATTACHMENTS

Attachment A - July 2014 Metro Board Action 36 ExpressLanes Grant Awards

Attachment B - September 2010 Metro EMAC Motion 10

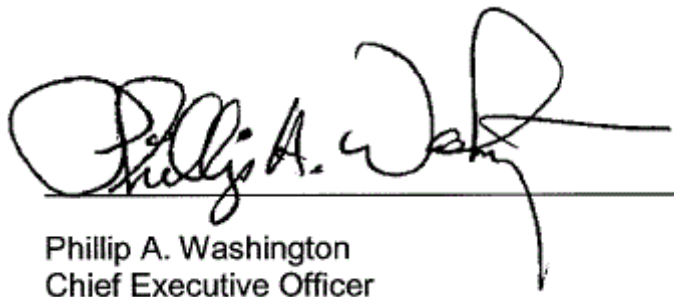
Attachment C - Union Station Metro Bike Hub Rendering

Attachment D - Union Station Metro Bike Hub Cash Flow Table

Attachment E - Union Station Metro Bike Hub Presentation

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REVISED
ADHOC CONGESTION REDUCTION COMMITTEE
JULY 16, 2014

SUBJECT: 2014 METRO EXPRESSLANES NET TOLL REVENUE REINVESTMENT EXPENDITURE PLAN

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

Approve the following actions for the 2014 Metro ExpressLanes Net Toll Revenue Reinvestment Grant Program, in the amount of \$26,723,152:

- A. Approve a total of \$801,695 to be deposited into Reserve Accounts – \$598,367 for the I-110 and \$203,328 for the I-10;
- B. Approve a total of \$5,192,000 for continued Congestion Reduction Demonstration (CRD) Transit Service - \$3,402,000 for the I-110 and \$1,790,000 for the I-10;
- C. Approve the I-110 Expenditure Plan including recommended projects and funding awards totaling \$15,945,193 in Attachment A and amend the recommended projects into the Fiscal Year (FY) 2015-16 Los Angeles County Regional Transportation Improvement Program (Regional TIP);
- D. Approve the I-10 Expenditure Plan including recommended projects and funding awards totaling \$4,784,265 in Attachment B and amend the recommended projects into the Fiscal Year (FY) 2015-16 Regional TIP;
- E. Amend the FY 15 budget to add the necessary revenues and expenses for the projects recommended for funding as well as the reserve funds and funding for the continuing CRD Transit Service;
- F. Administer the grant awards and CRD Transit funding with the requirement that all funding recipients bear all responsibility for funding cost increases; and,
- G. Authorize the Chief Executive Officer (CEO) or his designee to enter into funding agreement with grantees and CRD Transit service providers.

ISSUE

In October 2013 the Board approved the Guidelines for Net Toll Revenue Allocation (Attachment C) and in February 2014 the Board approved the application package, including the evaluation criteria, for the grant program (Attachment D). Grant applications were received on May 30, 2014. Staff received 35 applications totaling \$123,405,007 in funding requests. Based on the technical evaluations, and in

consultation with the Corridor Advisory Committee (CAG) member Subcommittee, staff recommends funding for 22 projects totaling \$20,729,458. Staff also recommends the formal allocation of the “off the top” priorities of the Reserve Fund and Set-Aside for Equity Considerations of the CRD Transit Service in the amount of \$5,993,695.

DISCUSSION

State law requires the net toll revenues generated from the Metro ExpressLanes be re-invested in the corridor from which they were derived, pursuant to an approved expenditure plan. In October 2013 the Board approved the re-investment framework for the expenditure plan that includes the following:

- 1) Reinvestments in the transportation corridor provide a direct benefit to reducing congestion on the Metro ExpressLanes (I-10 and I-110);
- 2) 3-5% of the funds set aside and placed into a reserve account;
- 3) Set aside funds for the continuation of the CRD Transit Service to address social equity considerations; and,
- 4) Any remaining funds are allocated to the Grant Program comprised of three categories: Transit Improvements (TI), Active Transportation/System Connectivity (AT/SC), and Highway Improvements (HI).
- 5) Grant funds must be reinvested in projects/programs that provide direct mobility benefit to the 110 and 10 Express Lanes.

Per the approved guidelines, the baseline targets of 40% for Transit Improvements, 40% for Active Transportation/System Connectivity, and 20% for Highway Improvements are identified as goals, however the actual allocation of the funding will be based on the merits of the proposed projects and programs.

Funding Availability

The net funding available from toll revenues generated during the CRD federal demonstration period, which spans from November 2012 to February 2014, is as follows:

	CORRIDOR		
	I-110	I-10	TOTAL
Net Funds Available	\$19,945,561	\$6,777,592	\$26,723,152
Reserve Funds (3%)	\$598,367	\$203,328	\$801,695
CRD Transit Service	\$3,402,000	\$1,790,000	\$5,192,000
Subtotal	\$15,945,194	\$4,784,264	\$20,729,458
Transit System Improvements	\$6,378,077	\$1,913,706	\$8,291,783
Active Transportation/ System Connectivity	\$6,378,077	\$1,913,706	\$8,291,783
Highway System Improvements	\$3,189,039	\$956,853	\$4,145,892

Reserve Funds

Per the adopted Guidelines, reserve funds are set aside to ensure monies are available to cover unexpected costs required for the operation of the ExpressLanes so that these expenses do not require the use of general funds. Staff is recommending a 3% set aside which is \$598,367 for the I-110 and \$203,328 for the I-10.

CRD Transit Service

The adopted Guidelines also approved the continuation of funding for the incremental CRD Transit Service provided during the demonstration period. This funding is provided through a direct allocation to the transit providers to subsidize the incremental operating costs of the CRD service. These transit enhancements are a benefit for low income commuters along the ExpressLane corridors and have proven to be one of the major success stories for the project. Transit Agencies that receive this direct allocation include: Foothill Transit, Torrance Transit, Gardena Municipal Bus Lines, and Metro's Silver Line service.

For FY15 Torrance Transit will not require an allocation of toll revenues as they still have remaining CRD grant funds to expend. Foothill Transit also has remaining CRD funds so they will only require a partial allocation of toll revenues. Therefore, the net allocation to subsidize CRD Transit operations is \$5,192,000 in FY15 but will be greater in future years once all CRD funds have been expended.

Evaluation and Ranking of Net Toll Revenue Applications

In March 2014, staff distributed the application package to 152 eligible applicants including 88 cities, 61 transit agencies, the County of Los Angeles, Caltrans District 7 and Metro. Potential applicants were then invited to a workshop to review the application and evaluation process. The I-110 Workshop was held on March 25th at the Council District 8 Customer Service Center in South Los Angeles. The I-10 Workshop was held on March 27th at the Metro Service Council office in El Monte. At the request of the South Bay Cities Council of Governments (SBCCOG) another Workshop was held at the SBCCOG office in Torrance on April 3rd. Presentations on the Grant application package and process were provided in February 2014 to the Bus Operators Subcommittee (BOS) and in March 2014 to the Technical Advisory Committee (TAC), Streets and Freeways Subcommittee, General Managers and Local Transit Systems Subcommittee (LTSS).

Applications were received on May 30, 2014 and were reviewed for eligibility. All projects were deemed eligible based on the eligibility criteria approved by the Board in February 2014. Once it was determined that all projects submitted met the minimum requirements, they were then sorted by corridor and reviewed and scored by a technical team comprised of staff from Metro and Caltrans District 7. Projects were then ranked based on scores without consideration for location along the corridor or modal category.

Upon completion of the technical review, project applicants were invited to a meeting of the respective I-110 and I-10 Corridor Advisory Groups (CAG) Reinvestment

Subcommittees. The Subcommittees were formed from members of each CAG who volunteered to be on the review panel and represent the following agencies: Los Angeles World Airports (LAWA), SBCCOG, Safe Routes to School National Partnership, City of Carson, Community Health Councils, Los Angeles County Bicycle Coalition (LACBC), City of Los Angeles Housing Department, Los Angeles Neighborhood Initiative (LANI), San Gabriel Valley Economic Partnership, Fixing Angelenos Stuck in Traffic (FAST), Bike San Gabriel Valley, Cal State Los Angeles, Foothill Transit. The Subcommittee members were provided access to all project applications and staff provided them with the project rankings after the technical review. After hearing all of the presentations from the applicants, CAG members then indicated their own project rankings based on the following: Priority = Project is a priority for funding; Potential = Project has potential and could be funded, if funds are available; and, Not Recommended = Project is not recommended for funding. These rankings were then translated into scores: Priority = 85 points; Potential = 70 points; and, Not Recommended = 55 points.

Final overall scores were then averaged based on the technical review and CAG feedback and projects were then sorted into modal categories. An overall score of a 70 was considered the cutoff line for funding consideration. Any projects receiving an overall score of less than 70 were not recommended for funding. Funding recommendations were based on the score within the modal category and the amount of available funding with a consideration for geographic equity.

Staff received 35 applications totaling \$123,405,007 in funding requests. Based on the technical evaluations, and in consultation with the Corridor Advisory Committee (CAG) Subcommittee members, staff recommends funding for 22 projects totaling \$20,729,458. Project funding recommendations are reflected in Attachments A for the I-110 and B for the I-10.

DETERMINATION OF SAFETY IMPACT

The Board action will not have an impact on established safety standards and in many cases will improve safety in those locations where projects will be implemented.

FINANCIAL IMPACT

All recommended actions will be funded with toll revenues generated from the I-10 and I-110 ExpressLanes. No other funds will be required from LACMTA Congestion Reduction Department to manage and administer the grant program. No expenses for any of the projects recommended for funding, the CRD Transit Service or the Reserve Funds are included in the FY 15 budget. Funding for the grant awards, CRD Transit Service and Reserve Funds will need to be amended into the FY15 budget into cost center 2220 with \$ 19,945,561 to project 307001 and \$6,777,592 to project 307002. Since many of these projects are multi-year projects, the cost center manager will be responsible for budgeting project expenditures in future years.

IMPACT TO BUS AND RAIL OPERATING AND CAPITAL BUDGET

The funding of this action come from Toll Revenues generated from the Metro ExpressLanes operation. No other funds were considered for this activity because these funds are specifically required to be reinvested per State Law. This activity will not impact ongoing bus and rail operating costs.

ALTERNATIVES CONSIDERED

The Board may suggest alternative projects for funding through the 2014 Net Toll Revenue Reinvestment Grant Program. Projects added to the recommended list will result in other projects either moving off the funded list or projects receiving reduced levels of funding.

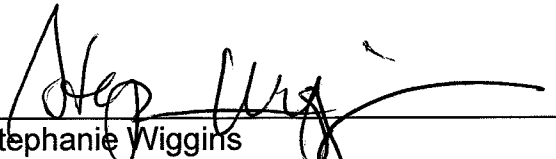
NEXT STEPS

With Board approval of the recommendations, we will develop and execute funding agreements with the applicants of the projects approved for funding through the grant as well as the transit agencies that will continue to provide the CRD incremental service. We will also amend the FY15 budget and program the funds into the Regional TIP.

ATTACHMENTS

- A. I-110 Expenditure Plan
- B. I-10 Expenditure Plan
- C. Guidelines for Net Toll Revenue Allocation
- D. Net Toll Revenues Grant Application & Eligibility Guidelines

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Stephanie Wiggins
Executive Director, Vendor/Contract Management



Arthur T. Leahy
Chief Executive Officer

ExpressLanes Net Toll Revenue Reinvestment Grant Expenditure Plan (I-110)

ATTACHMENT A REVISED

Project Information				Scoring Information			Funding		Project Type
Rank	Project Name	Lead Agency	Category	Technical Score	CAG Score	Overall Score	Requested Amount	Recommendation **	
1	ATISAC Infrastructure Communication Systems Enhancement along I-110 Freeway	City of Los Angeles	HI	72	68	70	\$1,425,000	\$1,425,000	Capital
2	South Bay Arterial Performance Measurement Project	County of Los Angeles	HI	66	74	70	\$504,000	\$504,000	Capital
3	Expresslanes Corridors Incident Management Improvements Project	Caltrans	HI	75	64	70	\$240,000	\$240,000	Operating
4	I-110 HOT/Express Lanes Improvements *	Caltrans	HI	73	66	70	\$4,495,000	\$1,020,039	Capital
5	Expresslanes Corridors Communication Systems Improvement Project	Caltrans	HI	65	64	65	\$1,250,000	Not recommended	Operating
6	New Traffic Signals and Left-Turn Phasing in South Los Angeles	City of Los Angeles	HI	67	63	65	\$1,500,000	Not recommended	Capital
7	Deploying a CCTV Video Processing System (VPS) to Convert Video Streams into Vehicle Counts and Vehicle Classification Counts	Caltrans	HI	67	61	64	\$75,000	Not recommended	Capital/Operating
8	I-110 HOT/Express Lanes Directional Fly-Over Connector Off-Ramp	Caltrans	HI	55	63	59	\$68,000,000	Not recommended	Capital
Subtotal							\$77,489,000	\$3,189,039	
1	MV Figueroa Project (Marketing and Safety)	City of Los Angeles	AT/SC	95	74	84	\$150,000	\$150,000	Operating
2	Bikeshare-Downtown Los Angeles Project	LACMTA	AT/SC	78	76	77	\$3,792,892	\$3,792,892	Capital
3	Dominguez Channel Bike & Pedestrian Path	City of Carson	AT/SC	75	74	75	\$1,259,000	\$1,259,000	Capital
4	Active Streets LA Buiding Avenue *	City of Los Angeles	AT/SC	77	70	74	\$1,958,054	\$1,176,185	Capital/Operating
5	West Carson Silver Line Station Access Improvements	County of Los Angeles	AT/SC	73	63	68	\$762,000	Not recommended	Capital
6	Torrance Regional Park and Ride Transit Center Phase 2 (Multi-Level Parking Structure)	Torrance Transit	AT/SC	73	63	68	\$10,000,000	Not recommended	Capital
7	New Class II Bicycle Lanes on 135th Street and Vermont Avenue	City of Gardena	AT/SC	64	64	64	\$569,422	Not recommended	Capital
Subtotal							\$18,491,368	\$6,378,077	
1	Line 1X-Expand Transit Bus Service on I-110 Freeway	City of Gardena	TI	87	79	83	\$842,482	\$842,482	Operating
2	Commuter Express Service Expansion to Alleviate Congestion on Harbor Freeway	City of Los Angeles	TI	80	79	80	\$724,000	\$724,000	Capital/Operating
3	Dodger Stadium Express-Harbor Gateway (DSE-HG)	LACMTA	TI	79	76	77	\$1,292,604	\$1,292,604	Operating
4	Torrance Transit Expansion of Line #1 and Line #4 HOTLane Service *	Torrance Transit	TI	78	74	76	\$7,750,656	\$2,235,991	Capital/Operating
5	Metrolink Enhanced Ticket Distribution Project (I-110 Only)	SCRRA	TI	85	64	75	\$875,000	\$875,000	Operating
6	Express-Lane CNG-Fueled MV-1 Program	Access Services	TI	76	64	70	\$408,000	\$408,000	Capital
7	Line 5-Increase Bus Service Frequency from 30 Minutes to 20 Minutes on Weekdays	City of Gardena	TI	72	64	68	\$1,053,102	Not recommended	Operating
Subtotal							\$12,945,844	\$6,378,077	
TOTAL FUNDING							\$108,926,212	\$15,945,193	

LEGEND: HI = Highway Improvements; AT/SC = Active Transportation/System Connectivity; TI = Transit Improvements

* Contingent upon applicant confirming that project is still viable with partial funding

** Projects recommended for funding will be required to execute a Funding Agreement within sixty (60) days of receiving formal transmittal of the Funding Agreement boilerplate.

Expresslanes Net Toll Revenue Reinvestment Grant Expenditure Plan (I-10)

ATTACHMENT B REVISED

Project Information				Scoring Information			Funding		Project Type
Rank	Project Name	Lead Agency	Category	Technical Score	CAG Score	Overall Score	Requested Amount	Recommendation **	
1	Expresslanes Corridors Incident Management Improvements Project	Caltrans	HI	70	70	70	\$240,000	\$240,000	Operating
2	ATSAC Infrastructure Communication Systems Enhancement along I-10 Freeway	City of Los Angeles	HI	68	67	68	\$950,000	Not recommended	Capital
3	Expresslanes Corridors Communication Systems Improvement Project	Caltrans	HI	67	64	66	\$1,250,000	Not recommended	Operating
4	Deploying a CCTV Video Processing System (VPS) to Convert Video Streams into Vehicle Counts and Vehicle Classification Counts	Caltrans	HI	67	64	65	\$75,000	Not recommended	Capital/Operating
5	San Gabriel Valley Arterial Performance Measurement Project	County of Los Angeles	HI	61	64	63	\$690,000	Not recommended	Capital
6	I-10 HOT/Express Lanes Improvements	Caltrans	HI	63	61	62	\$2,650,000	Not recommended	Capital
Subtotal							\$5,855,000	\$240,000	
1	Union Station Metro Bike Hub	LACMTA	AT/SC	89	79	84	\$700,000	\$700,000	Capital/Operating
2	Monterey Park Bike Corridor Project	City of Monterey Park	AT/SC	79	85	82	\$331,800	\$331,800	Capital
3	Frazier Street Pedestrian and Bicycle Safety Improvements	City of Baldwin Park	AT/SC	82	79	81	\$895,288	\$895,288	Capital
4	Santa Anita Avenue Active Transportation for El Monte Station and Downtown El Monte *	City of El Monte	AT/SC	81	76	79	\$1,028,572	\$633,762	Capital
6.5	I-10 Active Commute, Healthy Communities Project	City of El Monte	AT/SC	76	79	78	\$440,000	Pending available funding***	Operating
7.6	Cesar Chavez Great Street	City of Los Angeles	AT/SC	73	82	77	\$1,000,000	Pending available funding***	Capital
5.7	Rosemead Park and Ride Lot Enhancements	City of Rosemead	AT/SC	76	76	76	\$531,789	Pending available funding***	Capital/Operating
8	Hamona Boulevard Pedestrian Connection	City of Irwindale	AT/SC	59	58	59	\$200,000	Not recommended	Capital
Subtotal							\$5,127,399	\$2,560,870.00	
1	Metrolink Enhanced Ticket Distribution Project (I-10 Only)	SCRRA	TI	85	79	82	\$875,000	\$875,000	Operating
2	Baldwin Park Commuter Connector Express Line	City of Baldwin Park	TI	83	79	81	\$700,395	\$700,395	Capital/Operating
3	Express-Lane CNG-Fueled MV-1 Program	Access Services	TI	80	82	81	\$408,000	\$408,000	Capital
4	Fair Park Direct Express Bus Lane	City of El Monte	TI	64	73	69	\$1,513,000	Not recommended	Capital/Operating
Subtotal							\$3,496,395	\$1,983,395	
TOTAL							\$14,478,794	\$4,784,265	

LEGEND: HI = Highway Improvements; AT/SC = Active Transportation/System Connectivity; TI = Transit Improvements

* Contingent upon applicant confirming that project is still viable with partial funding

** Projects recommended for funding will be required to execute a Funding Agreement within sixty (60) days of receiving formal transmittal of the Funding Agreement boilerplate.

*** Funding could be made available for these projects if other projects receiving partial funding are not able to be delivered, there are cost savings from other projects or funding deobligations.

ATTACHMENT C

Congestion Reduction Demonstration Program Adopted Net Toll Revenue Reinvestment Guidelines for the Pilot Period

The generation of net toll revenues from the Congestion Reduction Demonstration project offers a unique opportunity to advance the Long Range Transit Plan (LRTP) and Los Angeles County Metropolitan Transportation Authority's (LACMTA) goals for a more sustainable countywide transportation system.

The objective of the Program is to increase mobility and person throughput through a series of integrated strategies (transit operations, transportation demand management, transportation systems management, active transportation, and capital investments) in the I-10 and I-110 corridors. These combined strategies have been consistently shown to result in more reliable and stable outcomes and greater magnitude of positive change than a single strategy scenario. An expenditure plan that retains this focus on integrated strategies and multi-modalism would advance Metro's LRTP and sustainability goals as outlined in Metro's Countywide Sustainability Planning and Implementation Policy (CSPIP).

The guideline principles are summarized as follows:

1. Reinvestments in the transportation corridor provide a direct benefit to reducing congestion on the Metro ExpressLanes (I-10 and I-110);
2. Establish a reserve fund of 3-5%, consistent with the Board Approved Toll Policy to ensure financial sustainability of the Metro ExpressLanes;
3. Direct allocation of revenue to support the incremental transit service implemented to support the deployment of the Metro ExpressLanes. The incremental services include Metro Silver Line, Foothill Silver Streak, Foothill Route 699, Gardena Line 1, and Torrance Transit Line 4;
4. Net of set-asides identified in #2 & #3 above, establish allocation targets of 40% for Transit Uses, 40% for Active Transportation, and 20% for Highway Improvements to support sustainable transportation strategies; and
5. Leverage net toll revenues with other funding sources. Locally sponsored capital projects and operating programs are encouraged. The funding will be mutually determined by Metro and the lead agency, proportionate to the local and regional benefits of the project or program.

Note: Guidelines would be amended by the Board to address changed circumstances such as the ability to bond against the toll revenues or any subsequent policy changes adopted by the Board.

Sustainability

The LRTP and the CSPIP identify principles and priorities to be advanced through a broad range of activities across all modes. The principles/priorities include:

- **Connect People and Places**
 - Access – Better integrating land-use and transportation planning to reduce trip lengths and increase travel choices
 - Prosperity – Reduce transportation costs for residents and provide the mobility necessary to increase economic competitiveness
 - Green Modes – Promote clean mobility options to reduce criteria pollutants, greenhouse gas emissions, and dependence on foreign oil
- **Create Community Value**
 - Community Development – Design and build transportation facilities that promote infill development, build community identity, and support social and economic activity
 - Urban Greening – Enhance and restore natural systems to mitigate the impacts of transportation projects on communities and wildlife, and ecosystems
- **Conserve Resources**
 - Context Sensitivity – Build upon the unique strengths of Los Angeles County's communities through strategies that match local and regional context and support investment in existing communities
 - System Productivity – Increase the efficiency and ensure the long-term viability of the multimodal transportation system
 - Environmental Stewardship – Plan and support transportation improvements that minimize material and resource use through conservation, re-use, re-cycling, and re-purposing

Eligible Uses

The LRTP and CSPIP identify a number of key concepts which will help outline eligible uses to reduce congestion on the I-10 and I-110 corridors:

- **Green Modes**

Green modes include active transportation, rideshare, and transit. Given that all three of these modes operate along the I-10 and I-110 corridors, this key concept would make expanded use of the above modes consistent with the Plan. Such projects include the addition of bicycle and pedestrian facilities, expanded park-n-ride facilities, expanded service span and/or increased levels of service.
- **Bundling Strategies for Greatest Impact**

The Metro ExpressLanes, as designed, seeks to increase mobility and person throughput through a series of integrated strategies (transportation demand management, transportation systems management, and multimodal capital

investments) in specific corridors. This “bundling of strategies” as referred to in the CSPIP has been consistently shown to result in more reliable outcomes and greater magnitude of positive change than a single strategy scenario. An expenditure plan that retains this focus on integrated strategies and multi-modalism would exemplify guidance from the CSPIP. Projects that demonstrate the ability to further link or expand the use of existing facilities such as complete streets improvements and first mile/last mile improvements are recommended.

- Network Optimization

One of the primary objectives of the ExpressLanes project is to better utilize existing capacity within a corridor by using dynamic pricing. This approach of network optimization through the use of data represents the future of transportation policy and planning. To that end, the Policy also identified the concept of network optimization as a key component of sustainability. Projects falling under this concept include complete streets, signal prioritization, real-time ride share matching, and other smart technology improvements.

- Act Regionally and Locally

The I-10 and I-110 are two of the busiest corridors in Los Angeles County. Given the regional significance of these corridors, improvements to these facilities as well as additional services utilizing these corridors should emphasize the varying needs of the corridors as well as needs of adjacent communities. Projects which can improve the connection of the local communities to the regional network will be essential to improving the quality of life in those neighborhoods as well as maximizing the potential of the corridors. Projects falling under this concept include first mile/last mile improvements, expanded park-n-ride facilities, expanded service span and/or increased levels of service, and urban greening initiatives which reduce pollution and improve the quality of life for residents.

Based on the key concepts, three project categories are recommended for the allocation of net toll revenues (excluding set-asides):

1. Transit Uses (40% of funds)

- Increased levels of service and/or increased service span
- Fare subsidy programs
- Purchase of new bus and commuter rail vehicles
- Station enhancements and capacity improvements, including intelligent transportation system improvements
- Metro transit corridor projects serving ExpressLane corridors

2. System Connectivity/Active Transportation (40% of Funds)

- First mile/last mile connections to transit facilities, focusing on multimodal elements recommended as part of the First/Last Mile Strategic Plan

including investments that might support 3rd party mobility solutions (car-share, bike-share)

- Complete streets projects which emphasize multi-modalism
- Bicycle infrastructure including bicycle lanes and secured bicycle parking facilities
- Pedestrian enhancements including on/off-ramp safety improvements, street crossings, and ADA-compliance improvements
- Infrastructure and programs to support the use of electric vehicles.
- Bus station improvements including enhanced bus shelters, real-time arrival information, and other related improvements
- El Monte Bus Maintenance facility
- Rideshare/Vanpool programs
- Park-n-Ride facility improvements including restrooms, lighting, and security.
- Landscaping suited to the Southern California ecology. For example, vegetation that does not contribute to smog and requires little or no irrigation. Additionally, landscaping with a high carbon sequestration factor and/ or provides habitat to environmentally sensitive species is favorable.

3. Highway Improvements (20% of funds)

- Intelligent transportation system improvements to manage demand
- Deck rehabilitation and maintenance above the required Caltrans maintenance for the facility
- On/off ramp improvements which reduce the incidents of bicycle and pedestrian collisions with vehicles
- Expanded freeway service patrol
- Graffiti removal and landscaping suited to the Southern California ecology. For example, vegetation that does not contribute to smog and requires little or no irrigation. Additionally, landscaping with a high carbon sequestration factor and/ or provides habitat to environmentally sensitive species is favorable
- Subject to Metro Board approval, extension of the ExpressLane corridors

NOTE: Baseline targets of 40% for Transit Uses, 40% for System Connectivity/Active Transportation, and 20% for Highway Improvements are identified as goals, however the actual allocation of the funding will be based on the merits of the proposed projects and programs.

Project Evaluation Criteria

Implementation of Regional and Local Sustainability Plans and Policies

- The extent to which the project, program, or enhanced transit service supports the recommendations and goals for each transportation mode as stated in the LACMTA's adopted Long Range Transportation Plan and SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

- Extent to which the project, program, or enhanced transit service conforms to local plans to support the implementation of sustainable projects, including transit-oriented development and bicycle and pedestrian master plans

Matching Funds/Leveraging Funds

- Extent to which project, program, or enhanced transit service uses ExpressLanes funds to leverage additional local, state, and/or federal funds

Innovative Transportation Technology

- Extent to which the project, program, or enhanced transit service facilitates the adoption of zero and near-zero emission vehicles
- The degree to which the project, program, or enhanced transit service supports improved transportation systems management strategies

Sustainable Transportation

- Extent to which the project, program, or enhanced transit service increases mobility options to support car-free and/or one-car living
- Extent to which project, program, or enhanced transit service enhances transit coverage, frequency, and reliability within the corridor
- The project, program, or enhanced transit service's connectivity with and ability to complement nearby transit projects
- The degree to which the project, program, or enhanced transit service provides access to regional trip generators, regional activity centers, fixed guideway, and Metrolink, and improves access between jurisdictional or community plan area boundaries
- Extent to which project, program, or enhanced transit service gives priority to transit and active transportation modes
- Extent to which the project, program, or enhanced transit service increases the mode share of transit services operating within the corridor
- The degree to which the project, program, or enhanced transit service provides additional resources for transportation demand management strategies to reduce solo driving
- The degree to which the project, program, or enhanced transit service promote the Metro ExpressLanes.

Cost Effectiveness

- The project, program, or enhanced transit service's cost effectiveness in relationship to the total project cost
- The applicant's demonstrated commitment to covering life-cycle operational and maintenance expenses

Recommended Standard Project Requirements

- Project, program, or enhanced transit service must operate along or within three miles of either the I-110 Corridor (defined as Adams Boulevard to the north and the Harbor Gateway Transit Center to the south) or the I-10 Corridor (between

the Alameda Street on the West and the El Monte Transit Center to the east) or provide regionally significant improvements for the 110 or 10 Corridor.

- Project, program, or enhanced transit service must provide direct operational benefits to the operation of the ExpressLanes and/or transit service within the corridors.
- Project, program, or enhanced transit must incorporate, to the extent possible, utilize green design techniques that minimize the environmental impact of transportation projects and/or support local urban greening initiatives.
- Eligible applicants include public agencies that provide transportation facilities or services within Los Angeles County. These include cities, transit operators, the County of Los Angeles, Caltrans, and Metro. Transportation-related public joint powers authorities must be sponsored by one of the above public agencies. All applicants must be in compliance with Maintenance of Effort requirements.
- If applicant is seeking funding for transit operations or highway maintenance, the service/maintenance must either be new service/maintenance meeting a previously unmet need in the corridor or must increase service for existing lines in the corridor.
- Applicants must maintain their existing commitment of local, discretionary funds for street and highway maintenance, rehabilitation, reconstruction, and storm damage repair in order to remain eligible for Net Toll Revenue funds to be expended for streets and roads.
- Monies cannot be used to supplant, replace, or reduce the project sponsor's previously required match in Metro's Call for Projects.
- Applicants shall ensure that all Communication Materials contain the recognition of Metro's contribution to the project, program, or service. Sponsor shall ensure that at a minimum, all Communication Materials include the phrase "This project/program/service was partially funded by Metro ExpressLanes."

**FISCAL YEAR 2014-15
CONGESTION REDUCTION
EXPRESSLANES NET TOLL REVENUE RE-INVESTMENT GRANT
PROJECT APPLICATION**

**PART 1
Project Information**

SECTION A: Lead Agency			
Lead Agency		Date	
Address			
Contact Person		Phone	
Title			
Email Address			
If joint project, include partner agency information below			
Agency			
Contact Person			
Title			
Email Address			
Phone			

SECTION B: Project Category – check one (for more information see Project Eligibility Guidelines)	
<input type="checkbox"/>	Transit Improvements
<input type="checkbox"/>	System Connectivity/Active Transportation
<input type="checkbox"/>	Highway Improvements

SECTION C: Proposed Project, Program or Enhanced Transit Service

Project Name	
Project Location/Project Limits	
Agency Priority Ranking (if submitting more than 1 project)	
Project Description:	

SECTION D: Project Eligibility

Project/Program operates along or within the 3 mile boundary of the corridor?	YES	NO
If NO, Project/Program is regionally significant and benefits the ExpressLanes corridors? (Regional Significance is defined as those projects that are multi-jurisdictional, and/or are included in, or consistent with, the Metro LRTP, Metro Countywide Sustainability Policy and Implementation Plan, or other relevant sub-regional plan)	YES	NO
Explain how your project is regionally significant:		

SECTION E: Project Milestone Schedule (For capital projects use CAPITAL PROJECTS schedule; for non-capital projects use NON-CAPITAL PROJECTS schedule)

CAPITAL PROJECTS

Phase	Start (Month/Year)	End (Month/Year)	Comments
Feasibility Study			
Environmental Doc			
Design Plans, Specifications and Estimates (PS&E)			
Right of Way (ROW)			
Construction			

NON-CAPITAL PROJECTS

Deliverables	Start (Month/Year)	End (Month/Year)	Comments

Please note that if this project is funded, this schedule will be added to the grant agreement and the grantee will be held to this schedule for the purposes of project oversight by Metro.

SECTION F: Project Funding

Deliverable/Phase	Requested Funds (\$000's)	Local Agency Funds (Match) (\$000's)	Local Agency In- Kind Funds (Match) (\$000's)	Total (\$000's)

SECTION G: Community Support

The council or governing board of the applicant must authorize this grant application. Please attach a copy of the resolution or meeting minutes documenting that action. Or, if the project is part of an approved Plan, please list all local, system, regional and state plans in which this project is included and attach a copy of the section in each plan that includes the project.

PART 2

Project Evaluation Criteria

SECTION 1: Sustainable Transportation (up to 20 points)

All projects will be scored based upon the extent the project, program or enhanced transit service supports the following goals within the I-10 or I-110 ExpressLanes corridors: Increases mobility options to support car-free and/or one-car living; enhances transit coverage, frequency, and reliability within the corridor; connects with and complements nearby transit projects; provides access to regional trip generators, regional activity centers, fixed guideway, and Metrolink services; improves access between jurisdictional or community plan area boundaries; gives priority to transit and active transportation modes; increases the mode share of transit services operating within the corridor; provides additional resources for transportation demand management strategies to reduce solo driving; and, promotes the Metro ExpressLanes.

Describe how your project, program or enhanced transit service meets one or more of the above goals. In your description please include one or more of the performance metrics included in Appendix A of this document. (attach additional pages if needed)

SECTION 2: Innovative Transportation Technology and System Management (up to 10 points)

One of the primary objectives of the ExpressLanes project is to better utilize existing capacity within the I-10 and I-110 corridors by employing an innovative operational approach called “dynamic pricing”. This approach of transportation network optimization through the use of technology and operational efficiency strategies represents the future of transportation policy and planning.

To that end, the concept of network optimization is identified as a key component of sustainability. Projects will be scored based upon their ability to employ innovative technologies or system management tools to reduce emissions and/or optimize the capacity of the existing transportation system.

Describe the extent to which the project, program or enhanced transit service facilitates the adoption of innovative technology such as zero and near-zero emission vehicles, and/or utilizes innovative transportation system management or operational strategies. In your description please include one or more of the performance metrics included in Appendix A of this document. (attach additional pages if needed)

SECTION 3: Implementation of Regional and Local Sustainability Plans and Policies (up to 20 points)

Metro's Countywide Sustainability Policy and Implementation Plan (CSPIP) along with SCAG's Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) identify principles and priorities to be advanced through a broad range of activities across all modes. Applicants will be scored based upon the extent the project, program, or enhanced transit service supports the sustainability policies and programs identified in the CSPIP, RTP or SCS. Examples include: promoting the use of green modes; better management of travel demand such as carpooling, vanpooling or telecommuting; transit oriented development; and, programmatic initiatives such as education and outreach to encourage alternatives to driving alone; bike/pedestrian safety programs.

- a) Describe how the project/program is consistent with Metro's CSPIP (up to 10 points). Reference the page number(s) of the Plan. (attach additional pages if needed)
- b) Describe how the project/program is consistent with the goals and policies included in 2012 RTP/SCS (up to 10 points). Reference the page number(s) of the Plan. (attach additional pages if needed)

SECTION 4: Local Match (up to 10 points)**Total Estimated Project Cost**

\$ _____

Project Cost Estimates – (Please attach an itemized cost estimate for all expenses based on an engineer's estimate or best information available if not a capital project. Be as accurate as possible to avoid future cost overruns.)

Projects will be scored as follows:

10 points = 46% or more

9 points = 41 – 45%

8 points = 36 - 40%

7 points = 31 - 35%

6 Points = 26 - 30%

5 points = 21 - 25%

4 points = 16 – 20%

3 points = 11-15%

2 points = 6-10%

1 point = 1-5%

Total Project Cost

\$

Funding Request

\$

Local Match Amount - Cash

\$

Local Match Amount – In-Kind

\$

Local Match Percentage

_____ %

SECTION 5: Cost Effectiveness (up to 10 points)

Cost effectiveness will be based on the grant amount requested, the total project cost and the estimated useful life of the project (calculated in years). Estimated Useful Life of the Project is defined in the eligibility requirements.

The cost effectiveness total will be calculated as follows:

Total Cost of Project		Estimated Useful Life of the Project (number of years the improvements are expected to last before they have to be replaced)
_____	X	
Grant Amount Requested		

Example:

$$\begin{array}{lcl} \text{Total Cost of Project} & - & \underline{\$1,000,000} \\ \text{Grant Amount Requested} & - & \$800,000 \end{array} = 1.25$$

$$1.25 \times 10 \text{ (est. useful life of project in years)} = 12.5 \text{ (cost effectiveness score)}$$

Points will be awarded based on the following cost effectiveness scores:

17 +	=	10 points
13 – 16	=	8 points
9 – 12	=	6 points
5 – 8	=	4 points
1 – 4	=	2 points

SECTION 6: Safety (up to 15 points)

Scoring will be based on the applicant's ability to both quantitatively and qualitatively describe the safety benefits of the project/program.

- a) Provide documented accident information or other data pertaining to your project/program that quantifies the safety benefits. Collision rate calculations from the Federal Highway Administration (FHWA) website <http://safety.fhwa.dot.gov/hsip/resources/fhwasa09029/sec6.cfm> can be used for projects/programs that can apply this data.
- b) Also provide a written description or explanation of the safety benefits of the proposed project/program.

SECTION 7: Project/Program Readiness (up to 15 points)

Based on the Project Milestone Schedule submitted in PART 1, Section E. For Capital Projects, points will be provided based on how much work has been done. Below is a general guide on how points may be applied:

15 points = Ready for construction (PA&ED, PS&E, R/W Certified)

12 points = PA&ED complete, project within 6 months of construction (e.g. 95% PS&E, R/W Cert within 6 months of construction)

9 points = PA&ED Complete, project within 12 months of construction (e.g. 50% PS&E, R/W Cert within 12 months)

6 points = PA&ED Complete, at 35% PS&E, and R/W initiated

3 points = PA&ED Complete

In a similar fashion, for Non-Capital projects, points will be applied based on how much work has been done and how quickly the project can be implemented.

Application Signature Page

If this application is selected for funding, the information contained in this application will become the foundation for the funding agreement with Metro.

I certify that I have reviewed the Eligibility Guidelines and that the information submitted in this application is true and correct and in accordance with the guidelines. If awarded a grant from Metro, I agree that I will adhere to the requirements and guidelines specified in this grant application.

Name: <i>(print name)</i>	Title:
Signature: _____ <i>(signature of authorized signatory for applicant)</i>	Date:

Required Documentation:

- ☐ Application Parts 1 & 2
- ☐ Application Signature Page
- ☐ Project Location and Map - project location and project limits, preferably 8.5" x 11"
- ☐ Statement of Work – provide a detailed Statement of Work (in MS Word format)
- ☐ Detailed Cost Estimate (in MS Excel format)
- ☐ Documentation of Community Support

Submit two (2) copies of each application (Parts 1&2) along with the required documentation and one (1) CD-R or DVD to MTA by mail to the following address:

LACMTA

One Gateway Plaza MS 99-25-1

Los Angeles, CA 90012

ATTN: KATHY MCCUNE

Or

Submit two (2) copies of each application (Parts 1 & 2) along with the required documentation and one (1) CD-R or DVD to MTA in person at the following address:

LACMTA

One Gateway Plaza, 25th Floor

Los Angeles, CA 90012

ATTN: KATHY MCCUNE

Failure to include any of the required documents will result in a reduced score and potential ineligibility

APPENDIX A

Performance Metrics

Transit Improvements

- Increase in headways and/or service span
- Increase in number of trips
- Increase in farebox recovery ratio
- Increase in projected ridership
- Estimated improvement in on-time performance
- Vehicle speed improvement
- Boarding/Alighting time savings from station improvements
- Emission improvements or other efficiencies from new vehicles
- Increase in number of disadvantaged populations served based on Metro's Title VI and Environmental Justice Policy
- Percent of daily/peak period trips starting or ending within ½ mile radius of a transit station/stop
- Percent of population and employment within ½ mile radius of a transit station/stop
- Households within five miles of park-and-ride lots or major transit centers

Active Transportation/System Connectivity

- Increase in walk/bike trips to corridor stations
- Increase in corridor transit ridership
- Estimated reduction in collisions from improvements
- Percent of daily/peak period trips starting or ending within ½ mile radius of a transit station/stop
- Percent of population and employment within ½ mile of a transit station/stop
- Households within five miles of park-and-ride lots or major transit centers
- Bicycle mode share (bicycle trips divided by total trips)
- Pedestrian mode share (pedestrian trips divided by total trips)
- Increase in rideshare/vanpool participation within corridor

Highway Improvements

- Estimated LOS improvements
- Corridor speed improvement
- Volume-to-capacity
- Reduction in collisions
- Travel time savings
- Travel time reliability improvements
- Reduction in Vehicle Miles Traveled (VMT)

**Fiscal Year 2014-15
Congestion Reduction
ExpressLanes Net Toll Revenue Re-Investment Grant
Project Eligibility Guidelines**

I. Overview

The generation of net toll revenues from the Congestion Reduction Demonstration project offers a unique opportunity to advance the Long Range Transit Plan (LRTP) and Los Angeles County Metropolitan Transportation Authority's (LACMTA) goals for a more sustainable countywide transportation system.

The objective of the Program is to increase mobility and person throughput through a series of integrated strategies (transit operations, transportation demand management, transportation systems management, active transportation, and capital investments) in the I-10 and I-110 corridors. These combined strategies have been consistently shown to result in more reliable and stable outcomes and greater magnitude of positive change than a single strategy scenario. An expenditure plan that retains this focus on integrated strategies and multi-modalism would advance Metro's LRTP and sustainability goals as outlined in Metro's Countywide Sustainability Planning Policy (CSPP).

Projects and programs are recommended for three categories to promote the LRTP and sustainable transportation strategies as an integral enhancement to the Metro ExpressLanes. A category for Transit Use is recommended because operation of high frequency transit and feeder service as well as transit capital improvements have proven to be effective in creating mode shift and reducing congestion on the Metro ExpressLanes. A category for System Connectivity/Active Transportation is recommended to build upon the \$1 million pedestrian and bicycle investments funded by the CRD grant and to improve system connectivity between transit and the state highway. The category also demonstrates Metro's commitment to advance sustainable community strategies since Metro currently does not have a discretionary fund source eligible to fund operations activity for Active Transportation. A category for highway improvements is recommended to build upon the \$10 million highway improvements funded by the CRD grant.

II. Eligible Applicants

Eligible applicants include public agencies that provide transportation facilities or services within Los Angeles County. These include cities, transit operators, the County of Los Angeles, the State of California Department of Transportation, and the Los Angeles County Metropolitan Transportation Authority. Transportation-related public joint powers authorities must be sponsored by one of the above public agencies.

III. Eligible Projects

To be eligible for funds, the project, program, or enhanced transit service must operate along or within three miles of either the I-110 Corridor (defined as Adams Boulevard to the north and the Harbor Gateway Transit Center to the south) or the I-10 Corridor (between Alameda Street to the west and the El Monte Transit Center to the east) or provide regionally significant improvements for the 110 or 10 Corridor. It must also provide direct operational benefits to the operation of the ExpressLanes and/or transit service within the corridors. A project will also be eligible if it can be determined that is regionally significant. Regional significance is defined as those projects that are multi-jurisdictional, and/or are included in, or consistent with, the Metro LRTP, the Metro Countywide Sustainability Policy and Implementation Plan, or other relevant sub-regional plan.

IV. Project Selection Process

Locally sponsored capital projects and operating programs are encouraged. The funding will be mutually determined by Metro and the lead agency, proportionate to the local and regional benefits of the project or program.

Projects will be evaluated based on the following criteria:

a) Sustainable Transportation (maximum 20 points)

All projects will be scored based upon the extent the project, program or enhanced transit service supports the following goals within the I-10 or I-110 ExpressLanes corridors: Increases mobility options to support car-free and/or one-car living; enhances transit coverage, frequency, and reliability within the corridor; connects with and complements nearby transit projects; provides access to regional trip generators, regional activity centers, fixed-guideway, and Metrolink services; improves access between jurisdictional or community plan area boundaries; gives priority to transit and active transportation modes; increases the mode share of transit services operating within the corridor; provides additional resources for transportation demand management strategies to reduce solo driving; and, promotes the Metro ExpressLanes. One or more of the Performance Metrics from Appendix A will also need to be included in your discussion about the benefits of the project/program.

b) Innovative Transportation Technology and System Management (maximum 10 points)

One of the primary objectives of the ExpressLanes project is to better utilize existing capacity within the I-10 and I-110 corridors by employing an innovative operational approach called “dynamic pricing”. This approach of transportation network optimization through the use of technology and operational efficiency strategies represents the future of transportation policy and planning.

To that end, the concept of network optimization is identified as a key component of sustainability. Projects will be scored based upon their ability to employ innovative technologies or system management tools to reduce emissions and/or optimize the capacity of the existing transportation system. One or more of the Performance Metrics from Appendix A will also need to be included in your discussion about the benefits of the project/program.

c) Implementation of Regional and Local Sustainability Plans and Policies (maximum 20 points)

Metro's Countywide Sustainability Policy and Implementation Plan (CSPIP) along with SCAG's Sustainable Communities Strategy (SCS) identify principles and priorities to be advanced through a broad range of activities across all modes. Applicants will be scored based upon the extent the project, program, or enhanced transit service supports the sustainability policies and programs identified in the CSPIP or SCS. Examples of strategies include: promoting the use of green modes; better management of travel demand such as carpooling, vanpooling or telecommuting; transit oriented development; and, programmatic initiatives such as education and outreach to encourage alternatives to driving alone; bike/pedestrian safety programs.

d) Local Match (maximum 10 points)

Projects will be scored based on the amount of Local Match provided. The Local Match can be cash or in-kind staff time or services. **Cash is defined as those funds under the control of the project applicant (e.g. Prop A and/or C and Measure R Local Return funds, Measure R Subregional Highway Operational Improvement funds, Gas Tax funds, local general funds, TDA funds, State Funds, etc.) Funds awarded through Metro's Call for Projects and the corresponding Local Match provided for a project in the Call for Projects do not qualify as Local Match.**

There is no requirement to provide a local match but projects will score higher in this category if a match is provided.

Projects will be scored as follows:

10 points = 46% or more

9 points = 41 – 45%

8 points = 36 - 40%

7 points = 31 - 35%

6 Points = 26 - 30%

5 points = 21 - 25%

4 points = 16 – 20%

3 points = 11-15%

2 points = 6-10%

1 point = 1-5%

e) Cost Effectiveness (maximum 10 points)

Cost effectiveness will be scored by using the total cost of the project, the funding amount requested and the Estimated Useful Life of the Project.

The Estimated Useful Life of the Project is defined as the number of years the capital improvement, bus purchase, transit service, program or study will last before it has to be replaced or changed.

The applicant will calculate the cost effectiveness score as follows:

$$\begin{array}{lcl} \text{Total Cost of Project} & - & \underline{\$1,000,000} \\ \text{Funding Amount Requested} & - & \$800,000 \end{array} = 1.25$$

$$1.25 \times 10 \text{ (est. useful life of project in years)} = 12.5 \text{ (cost effectiveness score)}$$

Points will be awarded based on the following cost effectiveness scores:

17 +	=	10 points
13 – 16	=	8 points
9 – 12	=	6 points
5 – 8	=	4 points
1 – 4	=	2 points

f) Safety (maximum 15 points)

Scoring will be based on the applicant's ability to both quantitatively and qualitatively describe the safety benefits of the project/program. Applicants will need to include documented accident information or other data that quantifies the safety benefits along with a written description of the safety benefits of the proposed project/program.

g) Project/Program Readiness (maximum 15 points)

Projects will be scored based on how much prior work has been done on the project or program and how quickly the project/program will be implemented once it is approved. For Capital projects, scoring is as follows:

15 points = Ready for construction (PA&ED, PS&E, R/W Certified)

12 points = PA&ED complete, project within 6 months of construction (e.g. 95% PS&E, R/W Cert within 6 months of construction)

9 points = PA&ED Complete, project within 12 months of construction (e.g. 50% PS&E, R/W Cert within 12 months)

6 points = PA&ED Complete, at 35% PS&E, and R/W initiated

3 points = PA&ED Complete

For Non-Capital projects, since deliverables are not as readily defined, points will be applied based on how much work has been done and how quickly the project can be implemented.

V. Funding Categories:

a) Transit Uses - eligible projects include:

- Increased levels of service or increased service span
- Fare subsidy programs
- Purchase of new bus or commuter rail vehicles
- Station enhancements and capacity improvements, including enhanced bus shelters, real-time arrival information, ticket vending machines (TVM)
- El Monte Bus Maintenance facility improvements
- Transit corridor projects serving ExpressLanes corridors

b) System Connectivity/Active Transportation – eligible projects include:

- First mile/last mile connections to transit facilities, focusing on multimodal elements recommended as part of the First/Last Mile Strategic Plan including investments that might support 3rd party mobility solutions (car-share, bike-share)
- Complete streets projects which emphasize multi-modalism
- Bicycle infrastructure including bicycle lanes and secured bicycle parking facilities
- Pedestrian enhancements including on/off-ramp safety improvements, street crossings, and ADA-compliance improvements
- Infrastructure and programs to support the use of electric vehicles.
- Bus station improvements including enhanced bus shelters, real-time arrival information, and other related improvements
- El Monte Bus Maintenance facility
- Rideshare/Vanpool programs
- Park-n-Ride facility improvements including restrooms, lighting, and security.
- Landscaping suited to the Southern California ecology. For example, vegetation that does not contribute to smog and requires little or no irrigation. Additionally, landscaping with a high carbon sequestration factor and/ or provides habitat to environmentally sensitive species is favorable.

c) Highway Improvements

- Intelligent transportation system improvements to manage demand
- Deck rehabilitation and maintenance above the required Caltrans maintenance for the facility
- On/off ramp improvements which reduce the incidents of bicycle and pedestrian collisions with vehicles
- Expanded freeway service patrol
- Graffiti removal and landscaping suited to the Southern California ecology. For example, vegetation that does not contribute to smog and requires little or no irrigation. Additionally, landscaping with a high carbon sequestration factor and/ or provides habitat to environmentally sensitive species is favorable
- Subject to Metro Board approval, extension of the ExpressLane corridors

To the extent possible, applicants must utilize green design techniques that minimize the environmental impact of transportation projects and/or support local urban greening initiatives.

If applicant is seeking funding for transit operations or highway maintenance, the service/maintenance must either be new service/maintenance meeting a previously unmet need in the corridor or must increase service for existing lines in the corridor.

VI. Funding Priorities

Baseline targets of 40% for Transit Uses, 40% for System Connectivity/Active Transportation, and 20% for Highway Improvements are identified as goals, however the actual allocation of the funding will be based on the merits of the proposed projects and programs.

VII. Eligible Costs

Eligible costs are development phase activities (including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities) and the costs of construction, reconstruction, rehabilitation, and acquisition of right-of-way, environmental mitigation, construction contingencies, acquisition of equipment, and operational improvements.

VIII. Non-Eligible Costs

Costs such as equipment, furniture, office leases or space cost allocations or similar costs, applicant staff overtime costs, mileage reimbursements, and use of pool cars.

IX. Other Conditions

- Applicants must maintain their existing commitment of local, discretionary funds for street and highway maintenance, rehabilitation, reconstruction, and storm damage repair in order to remain eligible for Net Toll Revenue funds to be expended for streets and roads.
- Grant funds received cannot be used to supplant, replace, or reduce the project sponsor's previously required match in Metro's Call for Projects.
- Applicants shall ensure that all Communication Materials contain the recognition of Metro's contribution to the project, program, or service. Sponsor shall ensure that at a minimum, all Communication Materials include the phrase "This project/program/service was partially funded by Metro ExpressLanes."
- PSR/PDS and PSRE – For projects that include a construction element, an approved Project Study Report/Project development Support (PSR/PDS) or Project Study Report Equivalent (PSRE) is **not required**.

- Project Funding Request Caps – there are no project funding request caps for any of the 3 categories.
- All project funding provided will be local funds. There are no federal or state dollars available through this program.
- Quarterly Progress /Expenditure Reports – All applicants that receive funding will be required to submit to Metro a Quarterly Progress/Expenditure Report based on this schedule:

Quarter Ending	Quarterly progress/Expenditure Report Due to Metro
March 31 st	May 31 st
June 30 th	August 31 st
September 30 th	November 30 th
December 31 st	February 28 th

- Audits – All grant program funding is subject to Metro audit. The findings of the audit are final.

X. Schedule

Board Approval of Application Package	February 27, 2014
Distribution of Application Package	March 12, 2014
Applicant Workshop	March 25, 27, 2014
Deadline for Grant Submissions	May 30, 2014
Presentation of Projects to CAGs	June 27, 30, 2014
Recommendation of Projects to Metro Board for Approval	July 24, 2014
Allocation of Funds to Grantees	September 30, 2014
Commence Monitoring/Evaluation of Grantee Project/Program	October 1, 2014

XI. General Administrative Conditions

a) Duration of Project

Project schedules must demonstrate that the project can be completed within 36 months of award.

Memorandum of Understanding (MOU) – Each awarded applicant must execute a memorandum of Understanding (MOU) with LACMTA which includes the statement of work, financial plan reflecting any local match provided (if applicable), schedule of

milestones and deliverables. The schedule and milestones must reflect the project will be completed within 36 months from the date of award.

b) Grant Agreement Lapsing Policy

Grantee must demonstrate timely use of the Funds by:

- (i) Executing a Grant Agreement within sixty (60) days of receiving formal transmittal of the Grant Agreement boilerplate;
- (ii) Meeting the Project milestones due dates as stated in the Statement of Work;
- (iii) Timely submittal of the Quarterly Progress/Expenditure Reports; and
- (iv) Expending the Funds granted within forty two (42) months from the date funds are available.

If the Grantee fails to meet any of the above conditions, the Project may be considered lapsed and may be submitted to the Board for deobligation. **Expenses that are not invoiced within sixty (60) days after the lapsing date are not eligible for reimbursement.**

In the event that the timely use of the Funds is not demonstrated, the Project will be reevaluated as part of the annual Net Toll Re-investment Grant Deobligation process and the Funds may be deobligated and reprogrammed to another project by the Board.

Administrative extensions may be granted under the following conditions:

- (i) Project delay due to an unforeseen and extraordinary circumstance beyond the control of the project sponsor (legal challenge, act of God, etc.). Inadequate staffing shall not be considered a basis for administrative extensions.
- (ii) Project delay due to an action that results in a change in scope or schedule that is mutually agreed upon by Metro and the project sponsor prior to the extension request.
- (iii) Project fails to meet completion milestone; however, public action on the proposed regulatory change(s) has been scheduled and noticed to occur within 60 days of the scheduled completion milestone.

Appeals to any recommended deobligation will be heard by a Metro appeals panel. If Grantee does not complete an element of the Project, as described in the Statement of Work, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at Metro's sole discretion.

In the event that all the Funds are reprogrammed, the Project shall automatically terminate.

EMAC10

Motion by Mayor Antonio R. Villaraigosa

Enhanced MTA Bicycle Policies & Programs

Executive Management and Audit Committee

September 16, 2010

MTA customers have a right to enjoy bicycling as a viable mode of transportation.

According to MTA's Bike to Work Week Pledge, 4,500 people or less than one percent bicycled to work in Los Angeles County in 2010.

MTA continues to encourage bicycling to work and other destinations by expanding bicycle access on MTA's transit system.

MTA is also in the process of finalizing new bicycle facility standards for all new Transit Oriented Development projects.

As MTA's transit system continues to grow, the facilities that link cyclists and pedestrians to transit must also continue to expand to improve regional connectivity.

CONTINUED

I THEREFORE MOVE that the MTA Board direct the CEO to do the following and report back no later than the December 2010 Board cycle:

Funding

1. Recommend increased bicycle funding in the 2011 Call for Projects (tentative goal increasing modal category from 7% to 15%, subject to future MTA Board approval)

Current Transit System

2. Develop a phased plan for the installation of triple bicycle racks on all MTA buses (estimated cost \$1.6 million)
3. Develop a cost estimate, implementation schedule, and possible funding sources for retrofitting MTA trains for bikes
4. Propose a Revised Customer Code of Conduct and develop a "How to Ride Metro" document that helps customers with bicycles and other large belongings, including luggage, strollers and rolling briefcases, safely board and ride MTA's system during peak hours
5. Identify the feasibility and cost of adding bicycle racks to the back or top of MTA vanpool vehicles
6. Provide an estimated cost and potential funding source to install improved bicycle/stroller/luggage wayfinding signage at all rail and bus stations

CONTINUED

Current Transit System (continued)

7. Incorporate bicycle mode messages in all marketing materials and campaigns and provide an update on the status of MTA's Bicycle Safety Advertising Campaign on buses
8. Work with the Los Angeles Sheriff's Department Transit Security Bureau to summarize crimes on MTA property affecting bicycles and bike facilities and recommend appropriate measures to improve bicycle security

Future Transit Projects

9. Include in all future transit station designs stair channels or ramps so that bicyclists can wheel their bikes safely up and down staircases
10. Incorporate robust bicycle facilities in all transit project designs (e.g. increase bicycle parking at high demand stations, adjacent bike lanes or bike paths, i.e. Expo and Orange Line) to facilitate first mile/last mile transit access by bike

#

Union Station Metro Bike Hub Rendering



Union Station Metro Bike Hub Cash Flow

Funds	FY17	FY18	Total
Net Toll Revenue Reinvestment Funds	\$ 632,405.87	\$ 6,379.73	\$ 638,785.60
TDA Article 4 / Local Return / Measure M (Match)	\$ 456,608.13	\$ 4,606.27	\$ 461,214.40
Labor	\$ 100,000.00	\$ 120,000.00	\$ 220,000.00
Amended LOP		\$ 1,150,000.00	\$ 1,150,000.00
	\$ 1,189,014.00	\$ 1,280,986.00	\$ 2,470,000.00

Union Station Metro Bike Hub

Recommendation

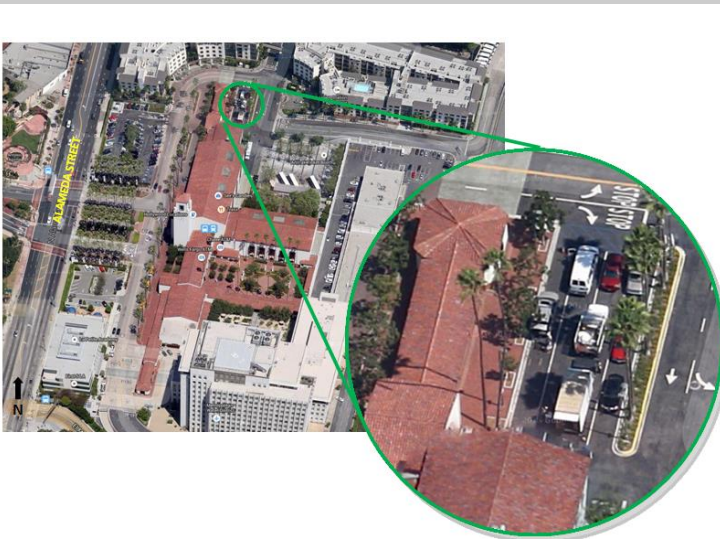
- **Authorize increase in life of project budget for Union Station Metro Bike Hub from \$1.32 million to \$2.47 million, an increase of \$1.15 million**

Metro Bike Hub Program

- Provides secure bike parking at key Metro stations
- Reduces the need for patrons to bring bikes onto buses & trains
- Open to members 24/7
- Staffed part time
- Services include tune ups, flat fixes, repairs & retail items
- Provide resources to support bike education, safety, and transit
- Current location at El Monte Station
- Future Locations at Hollywood/Vine, Culver City and Union Station



Union Station Metro Bike Hub



- Original LOP established locating the Metro Bike Hub in the East Portal on parking level P1; this area has since been converted to ADA parking
- Newly identified location is outside the historic station near the north breezeway
- Design must preserve integrity of historic Union Station
- Estimated costs exceed the current LOP due to the project being freestanding and due to the need for site costs

Next Steps

- Notice to Proceed issued to selected SBE contractor
- Construction commences March 2017
- Anticipated opening Fall 2017





Board Report

File #: 2016-0903, File Type: Project

Agenda Number: 14.

PLANNING AND PROGRAMMING COMMITTEE FEBRUARY 15, 2017

SUBJECT: CHAVEZ & FICKETT JOINT DEVELOPMENT GUIDELINES

ACTION: ADOPT DEVELOPMENT GUIDELINES FOR THE CHAVEZ & FICKETT JOINT DEVELOPMENT

RECOMMENDATION

ADOPT the Development Guidelines for the joint development of 1.56 acres of Metro-owned property at Cesar E. Chavez Avenue and Fickett Street.

ISSUE

In November 2009, the Metro Gold Line Eastside Extension opened and began providing eastside residents light rail transit service including four stations in Boyle Heights. As part of the construction of the extension, numerous parcels were acquired by Metro to build the stations and for construction staging. The properties at Cesar E. Chavez and Fickett (Site - Attachment A) were originally acquired for construction of the Red Line extension through Boyle Heights. Subsequently, the properties were used for staging of the Gold Line Eastside Extension. These properties have potential for transit oriented development and create an opportunity for civic engagement and visioning. Over the course of the past year, the Joint Development staff undertook a robust community outreach and engagement process with the objective of preparing Development Guidelines (Guidelines - Attachment B) for the Site. The end result of this effort is a set of Guidelines which reflect the vision and desires of the Boyle Heights residents and stakeholders. If adopted by the Board, the Guidelines will be part of a Request for Proposals (RFP) for joint development of the Site to be released in March 2017.

DISCUSSION

Site Description

The Site is along a historic commercial corridor dating back to the 1870s. Formerly known as Brooklyn Avenue, Cesar E. Chavez Avenue is a thriving, eclectic, major commercial corridor and serves as an important shopping area for the residents of Boyle Heights. Additionally, the City of Los Angeles has identified Cesar E. Chavez Avenue as part of its Great Streets initiative, promoting streets that are livable, accessible, and engaging for all people. The Site consists of two development parcels, Parcel A and Parcel B (see Attachment A), which collectively comprise a total of 68,000 square feet of developable space.

Community Outreach

Metro began the outreach process in February 2016 together with a consultant team made up of Gwynne Pugh Urban Studio (urban design), Perkins and Will (architecture), and DakeLuna (outreach). The community outreach process consisted of various community workshops. There were two 2-hour community workshops, one on Saturday, April 16, 2016, and one on Wednesday, May 4, 2016, along with a culminating community workshop on Saturday, August 6, 2016. The first workshop was aimed at identifying community desires - their wish list - as well as their concerns. Metro presented four topics for discussion to participants in the initial outreach meetings to encourage discussion about the Development potential of the Site:

- What are the goals of this community?
- What is working within the community?
- What is not working within the community?

There were approximately 40 participants at both community workshops, and nearly 60 participants in the culminating workshop. Comments were also taken online and accepted by the team via email and regular mail for those who were not able to make it to the meetings. Metro staff and the consultant team then presented the initial findings and guidelines to the Boyle Heights Design Review Advisory Committee (DRAC). The DRAC made some minor amendments and supported moving forward with the Guidelines and the RFP. The Boyle Heights Neighborhood Council (BHNC) will review the Guidelines in February 2017.

Vision for Development

Through the community engagement process, a number of recurring themes evolved which became the foundation for the vision and the Guidelines themselves. These themes included:

- Provide access to healthy grocery options at reasonable prices;
- Provide flexible spaces for art education and community partnerships;
- Strive to keep local businesses in Boyle Heights;
- Support the community's diversity and provide and enhance amenities for local residents and families;
- Promote equitable housing models suitable for this community;
- Balance density with well-designed open spaces that promote equal access for children and seniors alike;
- Preserve and celebrate the eclectic, artistic character of the neighborhood through the incorporation of public art, opportunities for performances, and a vibrant street life;
- Provide adequate parking for the development's demand;
- Embrace the rich history of street vendor culture;
- Promote access to healthy food at affordable prices;
- Create usable and welcoming public open space.

Through the community engagement process, the Boyle Heights community vocalized their vision for the Site: a mixed-use development with a focus on a community-serving grocery store, which can include affordable housing as well as public open space, some flexible space for education and community activities, and an enhanced landscape and hardscape strategy that seamlessly connects

the project to its neighborhood. Metro has assessed the viability and fit of each of these program elements and given consideration to the Site's zoning regulations, community fit and vision, and the financial feasibility of the program.

Development Guidelines

The Guidelines for the Site (Attachment B) include an outline of specific uses as well as examples of densities and organization of uses. Specifically, the Guidelines recommend the following:

- **Community-Serving Commercial Use**

The community has expressed a strong desire for a grocery store to serve the local community. In particular they expressed a desire for fresh produce, affordability and provision of items that meet the needs of the local community. Metro assessed the fit of a grocery store at two project sites currently open to development: Mariachi Plaza and Chavez-Fickett. Through a preliminary financial feasibility study, a review of the current zoning code and an assessment of site access opportunities, Metro has determined that a grocery store is an appropriate program use for Chavez-Fickett on Parcel A. Approximately 20-25,000 square feet would be desirable but needs to be sized to allow for the attendant uses such as parking, loading and trash collection.

- **Affordable Housing**

At this Site, the guidelines encourage a minimum of 40 and up to 60 units of housing, with as many as are financially feasible in the low and very low restricted affordable categories. The units should have a range of 30-50% area median income. Ideally, varying sized units should be provided from studio units to three-bedroom units. In addition, the development is encouraged to accommodate a multi-generational community, from children through seniors. The affordable housing component could be part of a development with community-serving commercial uses as outlined above on Parcel A. Alternatively, the housing component can be independent from a development on Parcel A and can be located on Parcel B.

- **Community Uses**

A community room or 'flex' space of about 2,000 square feet would be desirable to serve community needs as well as the affordable housing development. An option is to include this space as part of an affordable housing project or independently on either Parcel A or B and made available to the public.

- **Park Uses**

Park and recreation uses are important to the community. The community has expressed a desire for a children's playground and/or, green space with shade. On Parcel B, the guidelines provide for an option to use the Site exclusively for open space/park/community gardens. In consultation with the City of Los Angeles Department of Recreation and Parks, an option may be available to create a public/private park in partnership with the City. The developer can enter into a joint use MOU with the Department of Recreation and Parks for the purpose of a shared maintenance agreement for the park. (Developers/proposers should research this option further).

DETERMINATION OF SAFETY IMPACT

Approval of the Development Guidelines will have no direct impact on safety. The eventual implementation of a joint development at the Site will offer opportunities to improve safety for transit

riders and the community at large through better pedestrian and bicycle connections.

FINANCIAL IMPACT

Funding for joint development activities related to the Guidelines and any subsequent development activity, including the RFP process, is included in the FY17 budget in Cost Center 2210 (Joint Development) under Project 401037 (Chavez Fickett). Since development of the properties is a multi-year process, the project manager will be responsible for budgeting any costs associated with joint development activities that will occur in future years. Disposition of the Site may provide a source for on-going transportation-supporting revenues to Metro.

Impact to Budget

The source of funds for joint development activities is local right-of-way lease revenues, which are eligible for bus/rail operating and capital expenses. Adoption of the Guidelines will not impact ongoing FY17 budgeted bus and rail operating and capital costs, or the Proposition A and C and TDA administration budget.

ALTERNATIVES CONSIDERED

The Board may choose not to adopt the Guidelines. This is not recommended because the Guidelines were developed with considerable stakeholder and community input and from the DRAC and BHNC. Pursuant to the Metro Joint Development Policy, approval of the Guidelines is necessary in order to move forward with the joint development process and the release of an RFP.

NEXT STEPS

If the Guidelines are approved by the Board, staff will issue an RFP for joint development of the Chavez Fickett Site. The RFP could be released in March 2017. If authorized to move forward, staff anticipates bringing recommendations for selection of a developer to the Board late summer 2017.

ATTACHMENTS

Attachment A - Site Map

Attachment B - Cesar E. Chavez and Fickett Avenue - Development Guidelines

Prepared by: Vivian Rescalvo, Senior Director, Countywide Planning & Development, (213) 922-2563
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Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077



Phillip A. Washington
Chief Executive Officer

Site Map

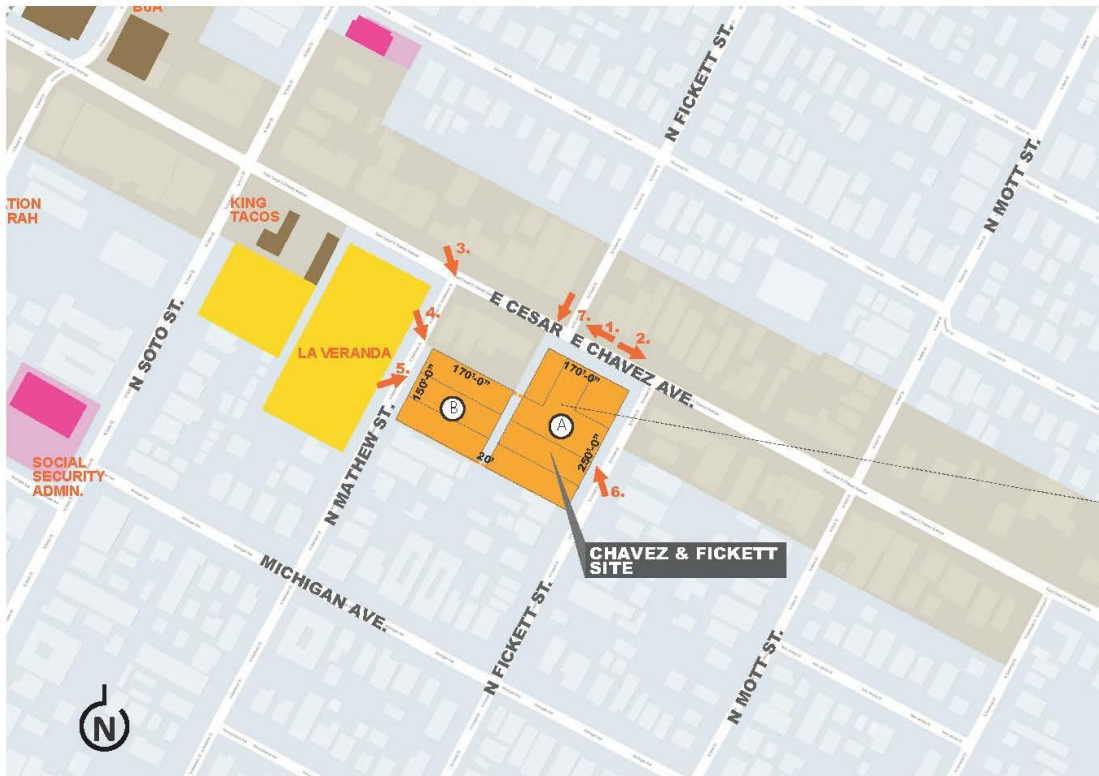


Figure 1: Chavez-Fickett Joint Development Site Map

1. Parcel A: Existing Parking lot (42,500 SF)
2. Parcel B: Existing lot (25,500 SF)

DRAFT
**GUIDE FOR DEVELOPMENT:
CHAVEZ & FICKETT**

JANUARY 2017



Metro[®]

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Los Angeles Department of City Planning - Plan for a Healthy Los Angeles

6. TRANSIT CONNECTIVITY

Bus

Bicycle

APPENDIX

A. Summary of Comments from the Community Outreach Process

B. Design Guidelines Checklist

C. Metro Meeting Handout, August 6, 2016.

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1. OVERVIEW

HOW TO USE THIS GUIDE FOR DEVELOPMENT

The Los Angeles County Metropolitan Transportation Authority (“Metro”) has prepared this Guide for Development (“Guide”) to communicate community stakeholders’ and Metro desires for the joint development of Metro-owned property (“Development”) at Parcels A and B located along Cesar E. Chavez Avenue, between Mathews Street and Fickett Street, known collectively as “Chavez-Fickett”. The Guide summarizes specific policies that apply to the project site and defines objectives that were developed from existing land use regulations and a public outreach process conducted from February to August 2016. These guidelines will be a basis for evaluating proposals.

It is organized as follows:

1. Overview
2. Vision for Development
3. Program Guidelines
4. Development Guidelines
5. Regulatory and Policy Framework
6. Transit Facility Requirements

This Guide will accompany the 2017 Request for Proposals (“RFP”) for Development of Metro Owned Parcels at the Chavez-Fickett site. For reference purposes, Figure 1 provides a map of the Metro-owned parcels at the Chavez-Fickett site.

All applicable State, County and City of Los Angeles regulations and code requirements shall apply.

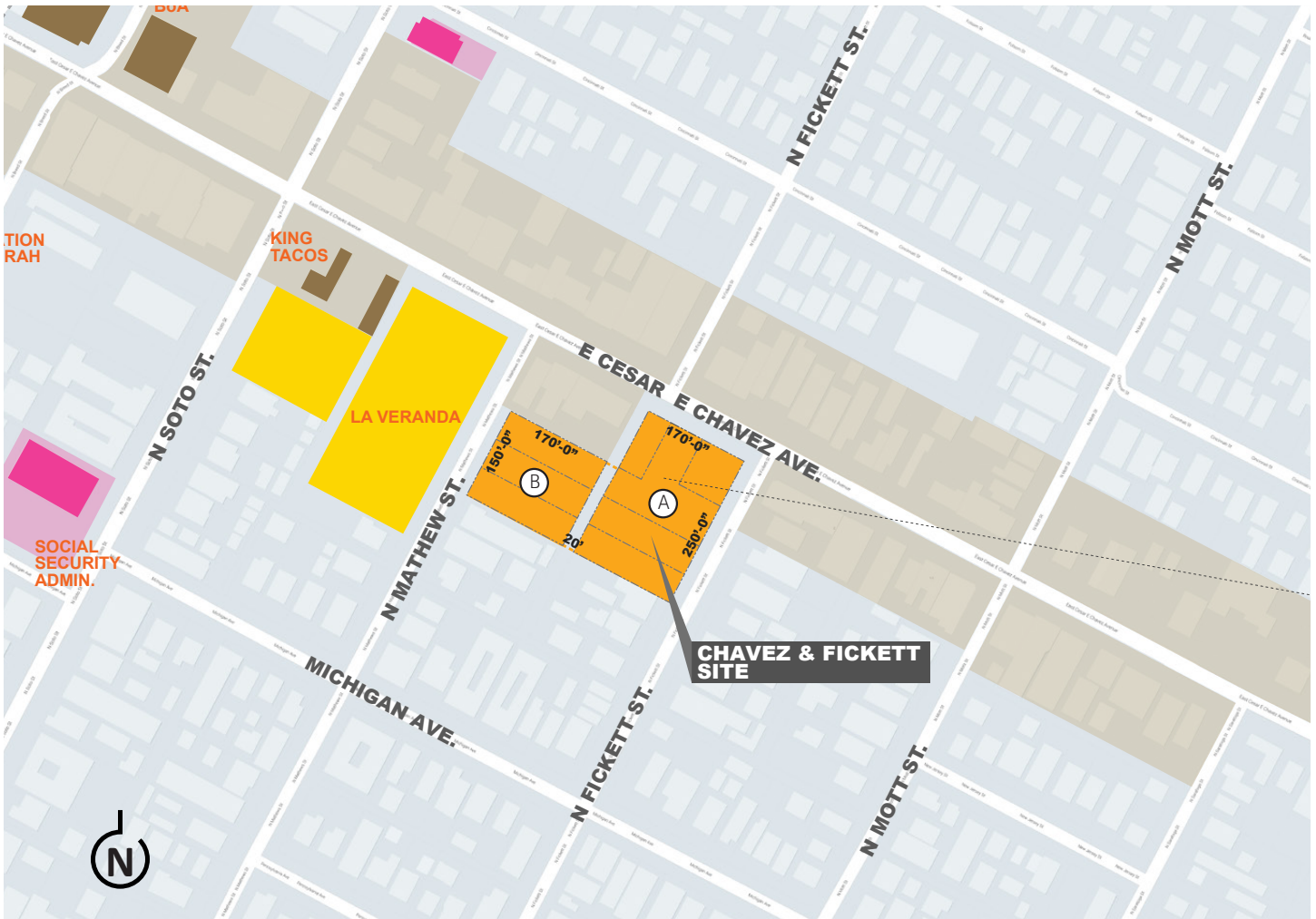


Figure 1: Chavez-Fickett Joint Development Site Map

1. Parcel A: Existing Parking lot (42,500 SF)
2. Parcel B: Existing lot (25,500 SF)

JOINT DEVELOPMENT PROCESS

The Metro Joint Development Process includes four stages: (1) initial community outreach; (2) developer solicitation and selection; (3) project refinement, including additional community outreach, Joint Development Agreement (“JDA”) and Ground Lease (“GL”) Negotiations; and (4) permitting and construction. The process at Chavez-Fickett began in February 2016. This Guide is the outcome of the first stage of the JD process.

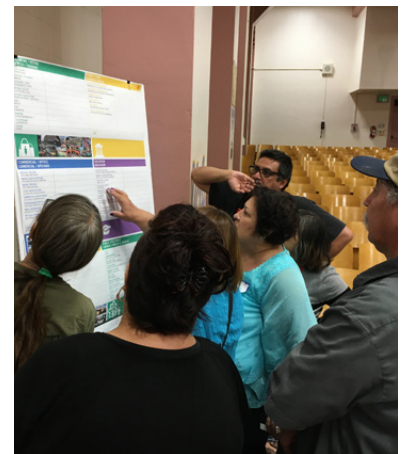
Community Outreach

Metro community outreach process consisted of various community workshops. There were two 2-hour community workshops, one on Saturday, April 16, 2016 and one on Wednesday, May 4, 2016, along with a culminating community workshop on Saturday, August 6, 2016. The first workshop was aimed at identifying community concerns and wants for varying program elements, and by polling members of the community for desired program types. The second workshop communicated the results of the poll and summarized community concerns heard at the previous workshop. Finally, Metro held a culminating workshop to present the community with the results of a preliminary feasibility assessment as well as program combinations for the Chavez-Fickett site.

There were approximately 40 participants at both community workshops, and nearly 60 participants in the culminating workshop. Comments were also taken online and accepted by the team via email and regular mail for those who were not able to make it to the meetings. A summary of the comments is included in the Appendix A. Metro presented four topics for discussion to participants in the initial outreach meetings to encourage discussion about the Development potential of the site.

- > What are the goals of this community?
- > What is working within the community?
- > What is not working within the community?
- > What do you want to see in the community?

Quotes gathered from the outreach process are included throughout this document.



In addition, Metro has formed the Boyle Heights Transit Oriented Development Design Review Advisory Committee (“DRAC”) as a project design review committee to represent a broad group of stakeholders. The DRAC is expected to (a) advise Metro on design issues of importance to residents, businesses, institutions and stakeholder groups in the project area; (b) coordinate and act as liaison between businesses, residents, property owners and Metro; and (c) serve as the formal means through which community members are involved in the evaluation of the design for the project sites.

SITE DESCRIPTION

The Chavez-Fickett site is located along a historic commercial corridor dating back to the 1870s. Formerly known as Brooklyn Avenue, Cesar E. Chavez Avenue today is a major commercial corridor extending a half-mile east-west from Cummings Street to Mott Street. The project site, located along Cesar E. Chavez Avenue, between Mathews Street and Fickett Street, consists of two development parcels - Parcel A and Parcel B (see Figure 1, page 6), along with associated open and public space.

Parcel A is the larger parcel and is directly west of Fickett Street. It is a rectangular shaped parcel consisting of numerous adjacent lots with two different City zoning designations and a total of 42,500 square feet. The first set of lots, closest to Cesar E. Chavez Avenue are zoned C2-1-CUGU, and measure 150 feet deep by 170 feet wide. The lots immediately adjacent are zoned R3-1-CUGU, and measure 100 feet deep by 170 feet wide for a total of 17,000 square feet. Parcel B is east of Mathews Street and is separated from Parcel A by a service alley. Parcel B is rectangular in shape and consists of various lots zoned as R3-1-CUGU. The parcel measures 150 feet deep by 170 feet wide and totals 25,500 square feet.

Collectively, Parcels A and B comprise a total of 68,000 square feet of developable space. The project site is one of a series of Metro-owned properties located in Boyle Heights, but is a signature opportunity due to its prominent publically-oriented location.
















As part of the City of Los Angeles’s community plan update, the historic Brooklyn Corridor is slated to receive special zoning recognition in an effort to preserve the character of this long-standing neighborhood (refer to Regulatory and Policy Framework, Page 34). It is anticipated that the updated Boyle Heights Community Plan will be adopted in 2018.

2. VISION FOR DEVELOPMENT

THE CONTEXT AND VALUE OF BOYLE HEIGHTS

Just east of Downtown Los Angeles, Boyle Heights is a 6.5 square mile neighborhood bound by the Interstate Highway 10 to the north, Indiana Street to the east, Washington Boulevard to the south, and the Los Angeles River to the west. With great views of the Downtown L.A. skyline, Boyle Heights has experienced an increased amount of visibility and attention as recent developments have made efforts to capitalize on the neighborhood's central location. Boyle Heights is home to one of the largest Hispanic and Latino communities in the City of Los Angeles, characterized by a vibrant working class neighborhood, a long-standing Mexican-American heritage and opportunities for growth and community partnerships.

Today, a growing population of over 148,000 Angelenos call Boyle Heights home. This neighborhood predominantly consists of households made up of four or more people and has a median income of \$34,493, which is 40% lower than L.A. County's \$55,870. Additionally, renters in Boyle Heights outnumber home owners. Renters make up 73% of the population, and only 27% of residents own one of the 39,680 housing units available. Yet, the most pressing indicator of a need for housing is the fact that Boyle Heights sees an average vacancy rate of 3.6%, as compared to the County average of 4.1%. While the number of vehicles available per housing unit is lower than the County average, many local residents and business owners have identified a large demand for public parking to serve local businesses.

	Boyle Heights		Los Angeles County	
POPULATION ¹ 	148,806		9,818,605	
HOUSEHOLD				
\$ Median household income	\$34,493		\$55,870 ²	
Family households	78.8%		67.1%	
Average household size	O 4.2	R 3.9	O 3.2	R 2.87
Household size				
1 	16.7%		25.6%	
2 	17.1%		27.3%	
3 	16.6%		16.5%	
4 	49.6%		30.6%	
Vehicles available per housing unit				
0	19.8%		9.8%	
1 	36.4%		35.1%	
2 	27.2%		35.1%	
3  	16.5%		20%	
HOUSING				
		39,680		3,462,075
Occupied		37,310		3,242,391
	O 10,083	R 27,227	O 1,503,915	R 1,738,476
	27.1%	72.9%	46.4%	53.6%
Vacant		2,370		219,684
Homeowner Vacancy Rate	2.0		1.4	
Renter Vacancy Rate	3.6		4.1	

O: Owner
R: Renter
Source: US Census Bureau, 2010-2014 American community Survey

¹ Population size is based on the aggregate data of the following zipcodes: 90023,90033,90063
² The California Department of Housing and Community Development estimates the 4-person Area Median Income to be \$64,800

U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates

HISTORIC BROOKLYN CORRIDOR

Boyle Heights' rich tapestry of cultural diversity has a long tradition of immigrant contributions. Since before the turn of the 20th century, Boyle Heights has been home to several migrant communities, including Jewish, Japanese, Islamic and Mexican immigrants. Originally served by the Red Car trolley system, Cesar E. Chavez Avenue has early 1900s tree-lined blocks of neighborhood-oriented shops, restaurants, and services, and is a major commercial corridor in the neighborhood. The Chavez-Fickett site is located along a historic commercial corridor dating back to the 1870s. Formerly known as Brooklyn Avenue, Cesar E. Chavez Avenue today is a major commercial corridor extending a half-mile east-west from Cummings Street to Mott Street. As part of the City of Los Angeles's community plan update, the historic Brooklyn Corridor is slated to receive special zoning recognition in an effort to preserve the character of this long-standing neighborhood (refer to Regulatory and Policy Framework, Page 34). Additionally, the City of Los Angeles has identified Cesar E. Chavez Avenue as part of its Great Streets initiative, promoting streets that are livable, accessible, and engaging public spaces for all people.

Future development should be informed by the long history of the corridor, and acknowledge both its physical and cultural implications, which may include but are not limited to the following: scale of development fronting historic corridor, architectural vernacular found in existing historic buildings, and recognition of diversity and inclusion of multicultural influences. A successful development on this site will find a harmony between the historic implications of the neighborhood and an ever-changing tapestry of multiple cultural influences.



Leo Jarzomb, *Brooklyn Theatre in Boyle Heights*

COMMUNITY FEEDBACK

Stakeholder feedback included several important recurring themes:

- > Provide access to healthy grocery options at reasonable prices;
- > Provide flexible spaces for art education and community partnerships;
- > Strive to keep local businesses in Boyle Heights;
- > Support the community's diversity and provide and enhance amenities for local residents and families;
- > Promote equitable housing models suitable for this community;
- > Balance density with well-designed open spaces that promote equal access for children and seniors alike;
- > Preserve and celebrate the eclectic, artistic character of the neighborhood through the incorporation of public art, opportunities for performances, and a vibrant street life;
- > Provide adequate parking for the development's demand;
- > Embrace the rich history of street vendor culture;
- > Promote access to healthy food at affordable prices;
- > Create usable and welcoming public open space.

"Place for kids and seniors to exercise with green walkways, signage and exercise equipment"

"Affordable and high quality food"

The community character must be carefully maintained while still fostering an active, welcoming public environment which celebrates the neighborhood's rich history.



TOP 'YES' ANSWERS RESPUESTAS A FAVOR



Park / Playground / Community Garden
Park / Playground + Community Garden
Parque / Patio de recreo / Jardín comunitario
Parque / Patio de recreo + Jardín comunitario



Housing
Affordable Housing (Rental) + Senior Housing
Viviendas
Viviendas asequibles (alquilables) + Viviendas para personas mayores



Grocery Store
Supermercado



Flexible Space
Espacios flexibles



Art & Music Classes
Clases de arte y música

THE VISION FOR THE SITE

Through the community engagement process, the Boyle Heights community vocalized their vision for the site: a mixed-use development with a focus on a community-serving grocery store, and affordable housing as well as public open space, some flexible space for education and community activities, and an enhanced landscape and hardscape strategy that seamlessly connects the project to its neighborhood. Metro has assessed the viability and fit of each of these program elements and given consideration to the site's zoning regulations, community fit and vision, and the financial feasibility of the program.

Regarding the community serving grocery store, there was strong support from the community to have this use at one of the Metro JD sites in Boyle Heights. Metro assessed the fit of a grocery store at two project sites currently open to development: Mariachi Plaza and Chavez-Fickett. Through a preliminary financial feasibility study, a review of the current zoning code, and an assessment of site access opportunities, Metro has determined that a grocery store is an appropriate programmatic use for Chavez-Fickett and is not including it in the development guidelines for the Mariachi Plaza site.



Aerial Photo of Existing Conditions, 2016



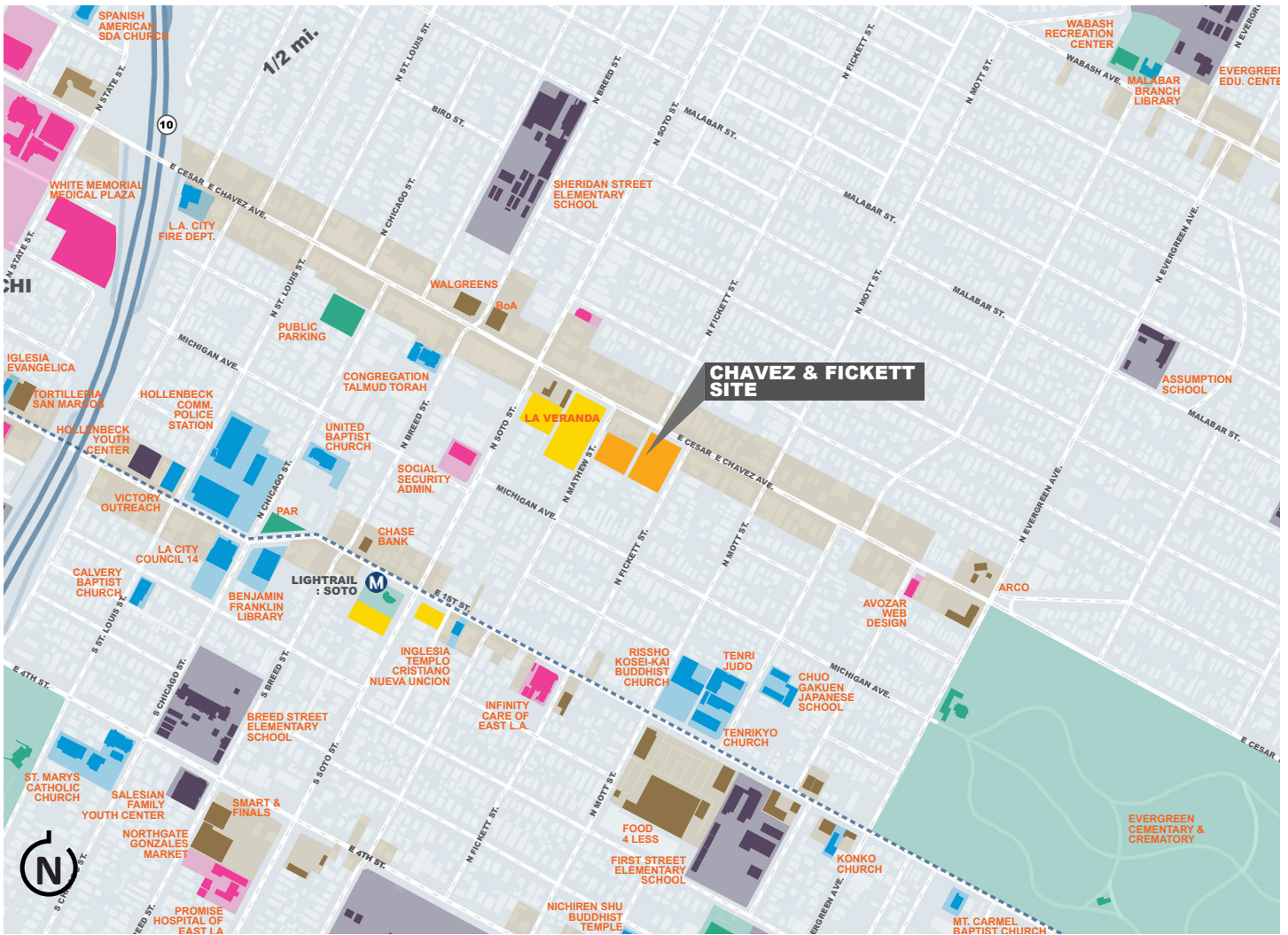
Existing Alley Condition, 2016



Regina Zamarripa, 2016. *Las Fotos Project*



Stephanie Medina, 2016. *Las Fotos Project*



MAP LEGEND/ DESCRIPTION

- EDUCATION/EDUCACIÓN**
 - SATELLITE COLLEGE
ESPACIO PARA COLEGIO SATELITE
 - MAGNET/ CHARTER SCHOOL
ESCUELA AUTONOMA/MAGNET
 - CHILD CARE CENTER
GUARDERIA
 - SENIOR DAY CARE
CUIDADO PARA PERSONAS DE TERCERA EDAD
 - MUSEUM
MUSEO
- RESIDENTIAL/RESIDENCIAL**
 - MULTI-FAMILY HOUSING
VIVIENDAS A PRECIO DE MERCADO
 - AFFORDABLE HOUSING
VIVIENDAS ASEQUIBLES
 - SENIOR HOUSING
VIVIENDAS PARA PERSONAS DE TERCERA EDAD
 - ASSISTED LIVING FACILITY
FACILIDAD DE VIDA ASISTIDA
 - HOTEL/MOTEL
HOTEL/ MOTEL
- PUBLIC-CIVIC/ESPACIOS CÍVICOS**
 - CITY/ COUNTY/ STATE AGENCIES
AGENCIAS DE LA CIUDAD Y DEL CONDADO
 - SOCIAL SECURITY OFFICE
OFICINA DE SEGURO SOCIAL
 - EMPLOYMENT/ TRAINING CENTER
CENTRO DE CAPACITACIÓN Y APRENDIZAJE
 - COMMUNITY CENTER
CENTRO COMUNITARIO
 - PUBLIC LIBRARY
BIBLIOTECA PÚBLICA
 - NON-PROFITS
CENTROS SIN FINES DE LUCRO
 - CITY COUNCIL/
SUPERVISOR OFFICE
AYUNTAMIENTO
 - POLICE/FIRE STATION
ESTACIÓN DE POLICÍA/ BOMBEROS
 - CHURCH

- COMMERCIAL-OFFICE
/COMERCIO-OFICINAS**
 - BUSINESS INCUBATORS
INCUBADORA DE NEGOCIOS
 - MEDICAL PLAZA/ OFFICES
PLAZA/ OFICINAS MEDICAS
 - MENTAL HEALTH OFFICES
OFICINAS DE SALUD MENTAL
 - DENTAL OFFICES
OFICINAS DENTAL
 - COMMERCIAL OFFICE
OFICINAS COMERCIALES
 - PROFESSIONAL OFFICE
OFICINAS PROFESIONALES
- PUBLIC OPEN SPACE
/ESPACIO PÚBLICO AL ABIERTO**
 - PLAZA
PLAZA
 - FARMERS MARKET
MERCADOS AL AIRE LIBRE
 - WALKING PATHS
SENDEROS PARA CAMINAR
 - FITNESS SPACES
ESPACIOS PARA HACER EJERCICIO
 - COMMUNITY GARDEN
JARDIN COMUNITARIO
 - PUBLIC ART
ARTE PÚBLICO
 - PLAYGROUND
PARQUES Y PATIOS DE RECREO
 - STREET VENDOR HUB
VENDEDORES DE COMIDA
 - FOOD TRUCK

- COMMERCIAL-RETAIL
/COMERCIO-TIENDAS**
 - GROCERY STORE
SUPERMERCADO
 - DRUG STORE/ PHARMACY
FARMACIA
 - RESTAURANT/ CAFE
RESTAURANTE/ CAFÉ
 - HAIR/ NAIL SALON
SALÓN DE BELLEZA
 - CLOTHING/ SHOE STORE
TIENDA DE ROPA ZAPATOS
 - BANK
BANCO
 - LAUNDRY
LAVANDERIA
 - GYM
GIMNASIO
- MARIACHI PLAZA
/MARIACHI PLAZA**
- METRO SITE
/METRO DEL PROYECTO**
- COMMERCIAL CORRIDOR
/CORREDOR COMERCIAL**
- LIGHTRAIL & TRAIN
/TREN LIGERO & TREN**
- FREEWAY
/AUTOPISTA**

3. PROGRAM & DEVELOPMENT GUIDELINES

In recognition of the unique qualities of Boyle Heights and the particular needs of the community, Metro looks to a successful project where the program, uses, and design guidelines set forth in this document will be implemented in a collaborative process with the community.

The purpose of Section 3, Program & Development Guidelines, is to give guidance to realize the vision of the community.

PRIMARY GOALS

There are three primary goals within the community vision for the Site:

1. Consider the Rich History of the Community.

As outlined in Section 2 (page 9) consideration should be given to the historical and commercial significance of this site to Boyle Heights' neighborhood and the Cesar E. Chavez corridor itself. The development should be sensitive to this history in general and to the community in particular. Another element is the social culture of the public realm, wherein the community comes together to shop, celebrate, and socialize.

2. Address Community Needs.

It is important to recognize that this community has been underserved in many ways and that the project seeks to begin to address those needs. This includes the need for a neighborhood serving grocery store with affordable, fresh food; affordable housing – including housing that is affordable at the lowest income levels; as well as community spaces to gather such as open spaces, parks, and community centers.

3. Ensure Existing Residents Benefit.

The community is concerned that new developments must be oriented towards the existing residents and that it not contribute to potential displacement in the corridor.

USES

For the Chavez-Fickett project site, the following uses and quantities should be considered as a guideline - the specific quantity, spatial organization and uses should be based upon the developer's assessment of the community outreach conclusions and its view of project feasibility. This program was developed out of a collaborative process with the community through a series of workshops.

Community-Serving Commercial

The community has expressed a strong desire for a grocery store to serve the local community. In particular they expressed a desire for fresh produce and items that meet the needs and affordability of the local community. This store footprint should be placed on the C2 zoned site, Parcel A. A store of approximately 20-25,000 square feet would be desirable but needs to be sized to allow for the attendant uses such as parking, loading, and trash. Priority will be given to proposals which include a local serving grocery store in its development.

Affordable Housing

Metro encourages a minimum of 40 and up to 60 units of housing. The permitted range for the units is 30-50% AMI; however, priority will be given to those projects with the as many low and very low restricted affordable units as are financially feasible. Ideally, varying sized units should be provided from studio units to three bedroom units. In addition, the development is encouraged to accommodate a multi-generational community, from children through seniors. The affordable housing component could be part of a development with community-serving commercial uses as outlined above on Parcel A. Alternatively, the housing component can be independent from a development on Parcel A and can be located on Parcel B.

Community Uses

A community room or 'flex' space of about 2,000 square feet would be desirable to serve community needs as well as for the affordable housing development. This space could be used in collaboration with local community organizations. An option is to include this space as part of an affordable housing project or independently on either Parcel A or B.

Park Uses

Park and recreation uses are important to the community. The community has expressed a desire for a children's playground and/or, green space with shade as is feasible. On Parcel B it is an option to use the site exclusively for open space/park/community gardens. In consultation with the City of Los Angeles Department of Recreation and Parks, an option may be available to create a public/private park in partnership with the City. The developer may be able to enter into a joint use MOU with the Department of Recreation and Parks for the purposes of a shared maintenance agreement for the park. Once selected, a developer should research this option further but proposers are encouraged to consider creative approaches to open space.

Parking

Parking as required by code is all that is required by Metro for this project.

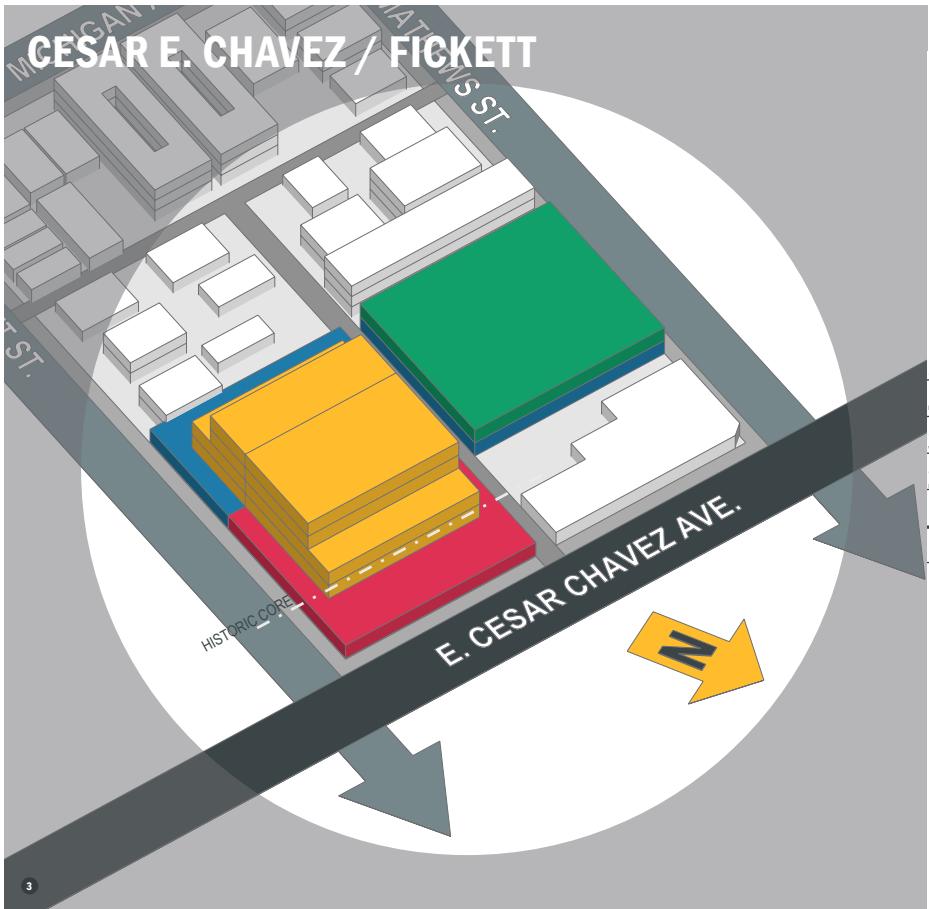
Public Art

At Chavez and Fickett, public art is an opportunity to introduce visual and physical enhancements to the project site. Public art would enhance the project quality and make people and transit users more aware of the cultural, historical, social and environmental surroundings of the community. The project should include an Art Plan for a permanent public art component. As the Joint Development project evolves, Metro will review the Art Plan in the schematic and final design stages to ensure that it is appropriate for the site, is of high quality, includes public accessibility, and contributes to the project as a whole. Public art can be incorporated in Parcel A, B, or both.

PROGRAM AND SITE DIAGRAMS

The four diagrams on the following page indicate potential program cases and organization on the site. They were developed in conjunction with the community through public meetings and take into consideration zoning and an initial financial feasibility study. These are only a few possibilities among many and the ultimate quantity and mix of uses should be proposed by the developer, taking into account the results of the community outreach program and project feasibility.

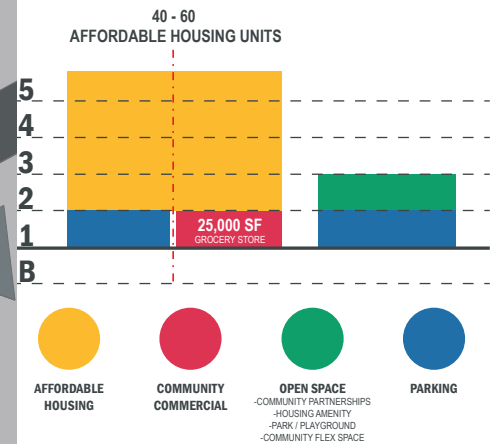
The four options assume that each of the uses outlined in "Uses" will be incorporated in the development of Parcels A and B. Creativity is encouraged in creating the site plan.



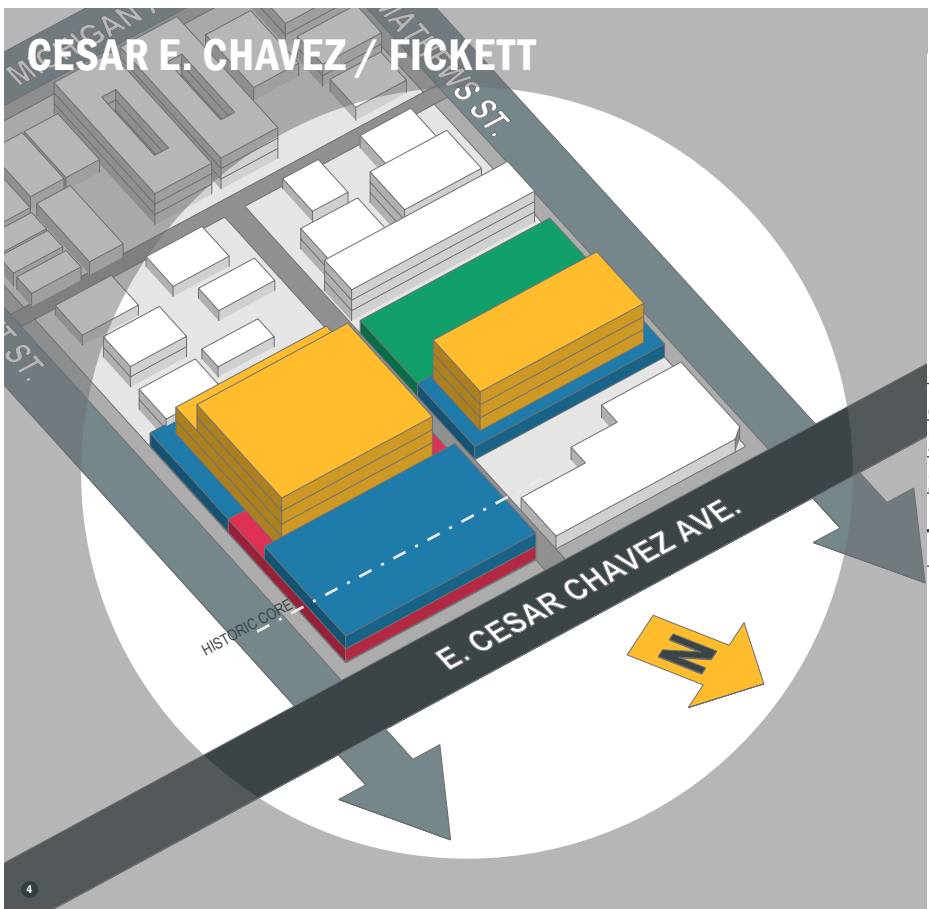
MIX 1

A
42,500 SF
C2-1-CUGU: 25,500 SF
R3-1-CUGU: 17,000 SF

B
25,500 SF
R3-1-CUGU: 25,500 SF



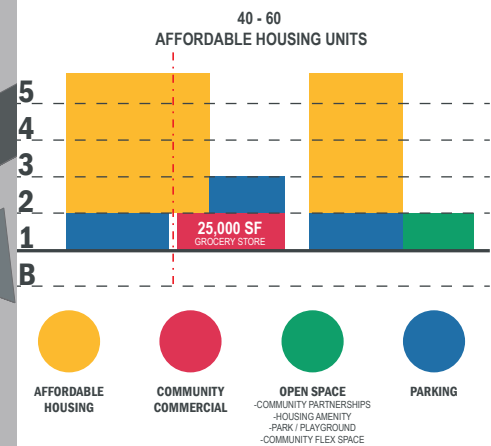
VERTICAL STACKING DIAGRAM



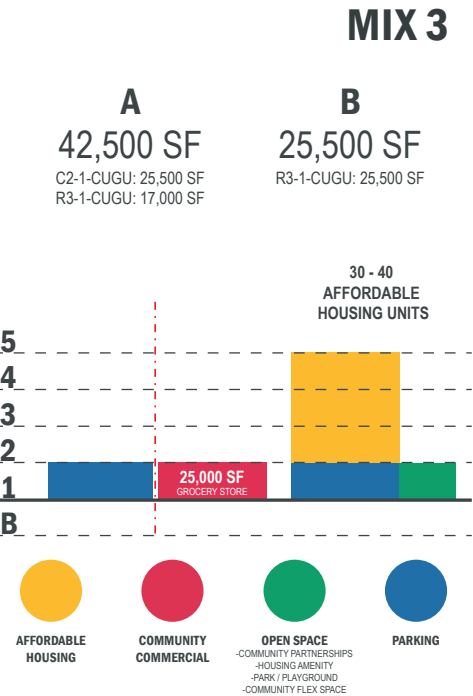
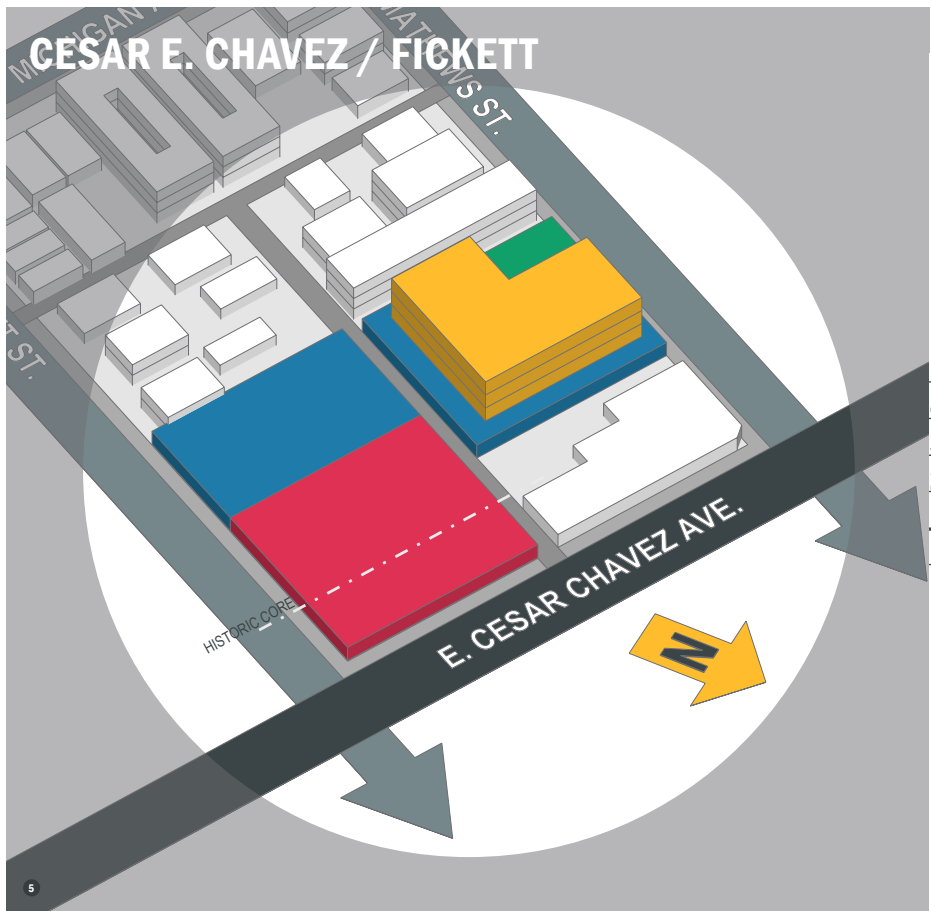
MIX 2

A
42,500 SF
C2-1-CUGU: 25,500 SF
R3-1-CUGU: 17,000 SF

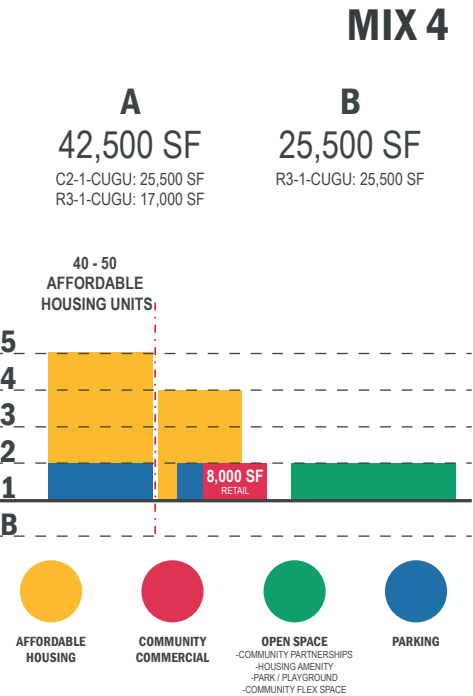
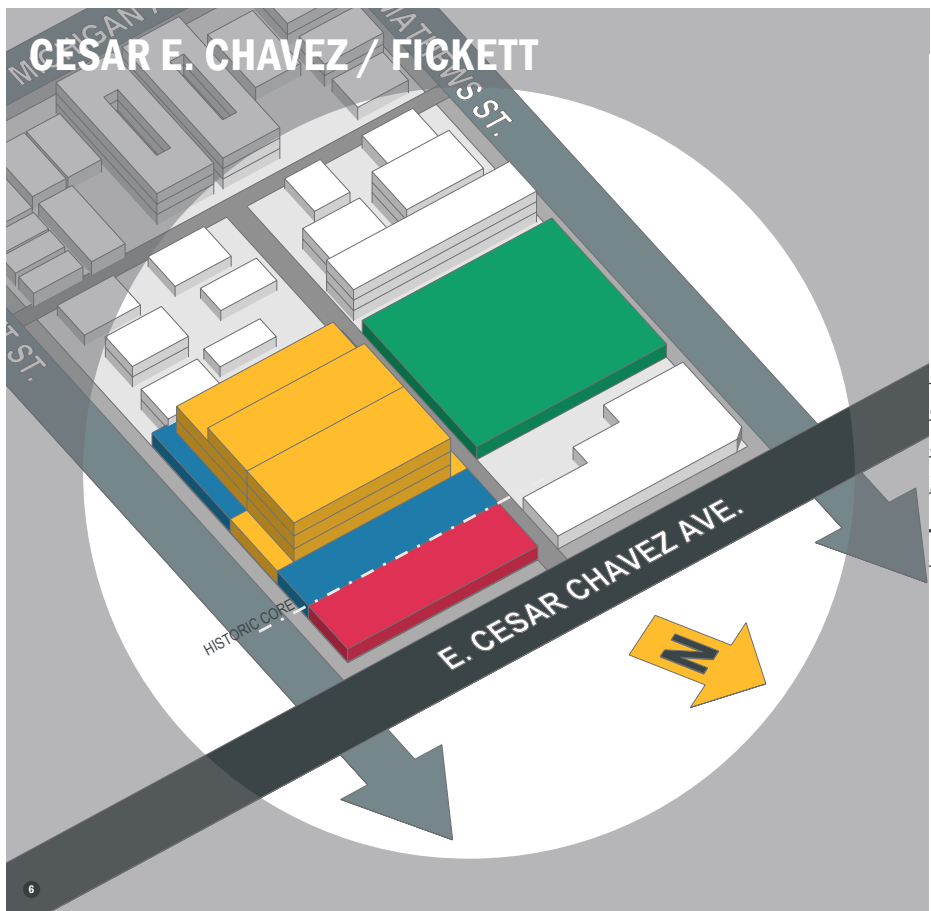
B
25,500 SF
R3-1-CUGU: 25,500 SF



VERTICAL STACKING DIAGRAM



VERTICAL STACKING DIAGRAM



VERTICAL STACKING DIAGRAM

4. DEVELOPMENT GUIDELINES

INTRODUCTION

The purpose of these guidelines are to give Urban and Architectural Design direction. In addition to these guidelines, the project will need to comply with the City of Los Angeles' zoning as well as program guidelines outlined in Section 3.

As a general principle the guidelines are divided into three major categories: Urban Design, Open Space, and Architecture and Building Design. Urban Design looks to how the development sits in the community, how it responds to the surrounding public realm, and how it complements and enhances the neighborhood. Open space refers to the hardscape and landscaping in the public realm as well as within the project. Architecture and Building Design refers specifically to the design of the structures themselves. This section is about aesthetics, but more importantly about design principles such as articulation, composition, materials, and general quality. It should also be noted that certain guidelines pertain to more than one category; for example, scale impacts both urban design and the building design.

These guidelines are to give general direction and are not to be considered comprehensive. Thus, refinements, alternative ideas, or other suggestions that improve the overall quality of the project are welcome.

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URBAN DESIGN

COMMUNITY COMPATIBILITY

- > The overall intention of any project should be to create a built environment that enhances the community and adds value to the community in place. Activities, functions, and uses should be locally oriented and the project should focus upon serving local residents.
- > Scale, massing, and style should be of the highest quality design and should be oriented towards 'fabric' buildings. Fabric buildings are generally compatible with the surrounding built environment and do not stand out as a uniquely styled 'iconic' structure would. A fabric building enhances the built environment without significantly changing it.
- > The project scale should be compatible with neighboring properties and the streetscape environment in general.

PEDESTRIAN LEVEL EXPERIENCE

- > The pedestrian level experience should create a dynamic and enjoyable environment that encourages pedestrian participation and generates interest.
- > Primary building entrances, residential entries, storefronts, and other pedestrian enhancing activities should be oriented outwards towards the public realm, whether sidewalk or plaza.
- > Service access for trash, loading, or other usage should be controlled and designed to minimize disruption of pedestrian travel.
- > The sidewalks, plazas, open space, and crosswalks should be improved to enhance walking and rolling facilities that cater to a growing range of mobility devices. Surfaces should be smooth and free of obstacles.
- > The environment should be well lit and have clear signage.

MASSING AND HEIGHT

- > The community has expressed concerns regarding height but desire as much housing as is feasible. The regulations for the Brooklyn Historic Corridor, as part of the Community Plan update, limit height on street front parcels to two stories. Appropriate building step backs are encouraged.
- > Height may vary within the development, but the expectation is that transitional heights will be between 1 and 5 stories, with a maximum of 5 stories on Parcel A and B.
- > Heights may vary from the existing neighbors but should scale down immediately adjacent.
- > Massing should not be monolithic and should be well articulated.

GROUND FLOOR USES

Community-Serving Grocery Store

- > Community-serving grocery store and retail should include businesses with price points that serve middle- and lower-income levels as appropriate.
- > Consideration should be given to community-preferred retail categories identified in the Appendix A.
- > Support should be provided to retail tenants to allow and encourage façade signage, interiors and other tenant improvements that add to the unique and eclectic identity of the corridor.
- > Local businesses are encouraged over nationally branded chains.

Community Uses

- > Mixed-use buildings should combine public and private uses and encourage circulation among these uses to increase functionality and customer patronage.
- > Public uses can be on ground floor, but should provide ease of access if located elsewhere.

Open Space Uses

- > Open spaces that reside on ground level should be usable and well maintained.
- > Inhabitable roofscapes that encourage interactions between building levels and plazas are welcomed.

Housing

- > Entrances to individual as well as primary entrances to upper level units should be placed on Mathews Street and Fickett Street.

BUILDING FRONTAGES

- > On Parcel A, the primary orientation should face Cesar E. Chavez Avenue. This is the frontage that should maximize pedestrian interaction. Uses such as a grocery store and community room, should be oriented to this avenue.
- > Along Mathews Street, community and open space uses can be included as a continuum of the uses located on parcel A.
- > Entry for residential uses can be placed on Fickett Street and/or Mathews Street.
- > Service entries and uses and structured parking should be oriented to Fickett Street.
- > Design in general should address the overall street and elevation composition.

- > Entries both vehicular and pedestrian should be obvious and celebrated. In general entrances should face the street or corridor and be recognizable from a distance.

Pedestrian Entries

- > Pedestrian entries should create a sense of place and connect the project to the public realm.
- > Entries perform a valuable transition between the inside and out with the flow of public, to semipublic and to semi private spaces. This is particularly true for the residential portions of the project. In the semipublic space security is the primary concern. Those in this realm need to be there either as residents or legitimate visitors.
- > This semi-public zone is often a lobby or entry hall. For single residential units, a garden or deck/porch performs this function.

Vehicular Entries

- > Vehicular entries and building access should be designed to minimize distribution of pedestrian flow especially where it crosses a sidewalk.
- > Service entries should be separate from parking entrances unless the service area is separated from parking within the project.
- > Vehicular entries should be well signed.
- > Security gates or barriers should be placed to allow for a minimum of a one car reservoir between gate and sidewalk.
- > Parking structure entrances should be designed for natural surveillance and maximum visibility with views into the structure from adjacent public areas.

Service Areas

- > Loading zones, trash enclosures, and other required building services should be placed so that they are not readily visible from the sidewalk and access does not unduly disrupt pedestrian walkways.
- > Design convenient onsite facilities for occupants to recycle and compost.
- > Trash should be within an enclosed storage area with covering.

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OPEN SPACE

Public Open Space

- > New development should respect the culture and community and in particular the contributions of this immigrant neighborhood.
- > Open spaces in the Project Site shall provide seating, trash receptacles and drinking fountains and shade.
- > Trees should be appropriately sized to provide reasonable shade and incorporated into open space, especially where seating is provided. Native landscaping that is drought tolerant and cooling is encouraged.
- > Public spaces can incorporate water features that provide evaporative cooling.
- > Design of public and private spaces shall support all modes of active transportation and remain accessible to individuals dependent on mobility support devices, from canes to wheeled push walkers and electric mobility scooters, accommodating all ages and abilities.
- > Multi-benefit green infrastructure strategies such as green roofs, permeable pavement, landscaped bio retention areas and rainwater recycling should be considered.
- > The landscape palette should include hardscape elements with a low solar reflectance index and drought tolerant plants.
- > WaterSense labeled irrigation control systems (or similar), low-flow or drip heads, water-efficient scheduling practices and xeriscaping should be incorporated.

Park Area (Parcel A or B)

- > The developer is encouraged to work with the City of Los Angeles Department of Parks and Recreation to create a public/private joint use public park on either Parcel A or B with a joint maintenance agreement.
- > The minimum size for the open space shall be 6,000 SF. This open space can count toward 50% of the required tenant open space subject to approvals from the City of Los Angeles Planning Department.
- > Any park shall be designed and built in accordance with the City of Los Angeles standards.
- > Park design shall include significant vegetation, including trees and shade.
- > The park shall be suitable for people of all ages.

Residential Tenant Open Space

- > Tenant open space shall be provided according to HUD and City of Los Angeles standards within the secure boundaries of the housing project.
 - > The following open space amenities are desirable:
 - > Tot lot playground
 - > Community garden facilities
 - > BBQ station with tables and seating
 - > Shade created through a combination of trees and shade structures
 - > Exercise elements for tenants use
 - > Seating
 - > Vegetated green space
- > The open space and amenities provided for the tenants should be secured to ensure that only the tenants and their guests have access for their use.

COMMUNITY CONNECTIVITY

Circulation

- > Clearly signed and intuitive pathways that follow desired pedestrian routes should be provided. Efficient pathways that allow for strategic short-cuts are encouraged.
- > Pedestrian pathways, building entrances, signage, fixtures, and furnishings should be provided.
- > Access and open space should be provided for the retail/commercial uses.
- > Ground floor spaces should be designed to allow and encourage building uses to spill out into open spaces.

Safety and Security

- > Safety and security is of paramount importance and can be assisted by appropriate design.
- > Commonly accepted crime prevention through environmental design strategies shall be used whenever possible to provide a safe streetscape environment for all people that visit and use the development areas.
- > Lighting should be provided throughout the site adequate to clearly see throughout the project sites. Dark corners should be avoided or lit.
- > Entrances should have enhanced lighting.
- > The project structures and particularly the housing project should be secured such that access is controlled.

- > Open line of sight should be considered in the design of open space.
- > Signage and wayfinding should be treated as a matter of security and requires clear, obvious and efficient paths of travel.

Landscape and Streetscape

- > Streets plantings, furnishing, paving, and other features on the sidewalk should provide a buffer between pedestrian and vehicular traffic.
- > The streetscape should include native landscaping that is drought tolerant and cooling.
- > Street trees should be selected for their shade qualities. Street trees should be low in maintenance and should comply with City of Los Angeles standards.
- > High-quality materials for pavement areas, seating, furniture, lighting, fences, and signage shall be utilized.
- > Street and park furniture is desirable and should include seating.

PUBLIC ART

Public art is an important component of a community's character and has the capacity to positively impact the spirit of local residents.

- > Art and cultural elements should be integrated into the development.
- > Art may be integrated into the architectural and functional aspects of the project site, or as a separate formal element of the site.
- > Pedestrian-scaled public art should be integrated into the streetscape and open spaces.
- > Art should be reflective of the community and a developer shall work with Metro Art to finalize concept.

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ARCHITECTURE AND BUILDING DESIGN

FORM AND SPACE

Massing & Height

- > Height should comply with the zoning and possibly with incentives for one additional story given to affordable housing projects. The current height zone allows 45 feet. Thus at a height of approximately 55 feet, five-story buildings would be possible.
- > Massing should respect adjoining sites and the neighborhood. Massing should not be monolithic and should be well articulated.
- > Massing can be enlivened by the juxtaposition of solidity with openness.

Scale & Proportion

- > Scale and proportion, along with massing and height, exist in the context of the neighborhood and should be respectful of adjoining structures.
- > Scale and proportion are also part of the basis of composition. Strategic use of proportion can enliven a composition, making the structure playful and interesting.

Symmetry & Rhythm

- > Articulation, massing, and openings should be used to break up the massing of a building.
- > Symmetry can be used, or purposely not used, for composition.
- > Rhythm can be used to enliven larger masses and is useful for composition.

CONTEXT

Building Frontages

- > For Parcel A, the primary frontage should be considered to be Cesar E. Chavez Avenue.
- > If Parcel B is developed with housing, the development should treat Mathews Street as the prime frontage and respond to the manner in which Parcel A on Cesar E. Chavez Avenue is being developed.
- > Buildings will be visible from all four sides and consequently all sides will need to be well designed to create 'four-sided' buildings.
- > Each side will need to relate to the neighborhood context within which it sits. The four elevations need to integrate into one clearly defined design.
- > The commercial/retail portions of the project should be transparent and open.

Design & Style

- > There is no one defined design style; however, the design needs to be ‘of its time’ – that is, contemporary in nature. It also needs to be ‘of its place’ – that is, appropriate to the community.
- > An imitative historicist design style is not encouraged.
- > To the extent possible daylight should permeate all through the units. Larger than required minimum windows should be used. Consideration should be given to what views should be enhanced and what views should be hidden.
- > Consideration should be given to privacy.
- > Opportunity for natural ventilation and cross ventilation where viable, should be provided.
- > Consideration should be given to controlling or mitigating noise, whether generated by neighborhood uses such as restaurants, bars or traffic, or by others within the building.

BUILDING MATERIALS

Quality & Durability

- > Quality and durability are essential to the long-term success of the project and should be considered from the outset.
- > Texture is usually expressed in the material quality of the surface and can be used to emphasize differences between masses and to add interest to surfaces.
- > Consideration shall be given to strategies to prevent or mitigate graffiti.

SUSTAINABILITY

- > New construction must meet sustainability criteria developed by the United States Green Building Council (“USGBC”) for Leadership in Energy and Building Design (“LEED”) at a minimum at the “Silver” level.
- > Technologies, designs, and programs that promote environmental stewardship, reduce greenhouse gas emissions, and conserve or restore natural resources should be explored.
- > Building massing, shade elements, and tree placement to decrease heat gain and to improve pedestrian thermal comfort should be utilized.
- > Energy efficiency in designing the building envelope, mechanical systems, lighting systems, and lighting controls should be prioritized.
- > Inclusion of renewable energy sources such as photovoltaic panels where possible should be considered.

- > Ultra low-flow toilets and urinals, low-flow and sensed sinks, low-flow showerheads, water-efficient dishwashers and washing machines, and other water saving strategies should be utilized.
- > Submeters for energy and water use in individual leasable spaces should be installed.
- > Proposed buildings materials should be evaluated for inclusion of recycled content and regional sourcing to reduce carbon footprint of new building.
- > Low or no VOC finish materials, operable windows, acoustically separated partition walls, and plenty of daylight for all regularly occupied indoor rooms should be incorporated.

PARKING

- > EV charging station(s) should be provided in both private and public parking areas.
- > Secure bicycle storage rooms and other amenities that encourage bicycling for building occupants and visitors, for example, a bicycle repair station, should be incorporated.
- > Bicycle parking shall be provided and shall include bike racks for public and general long term secure bicycle parking for residents.

5. REGULATORY AND POLICY FRAMEWORK

The Project Site is subject to a number of adopted regulatory policies, both from the City of Los Angeles and Metro. This section offers a brief overview; respondents are encouraged to comprehensively review the subject policies, plans, and documents.

CITY OF LOS ANGELES PLANNING - GENERAL PLAN

New development at the Project Site must follow the General Plan. The Project Site falls within the Metropolitan Geographic Area of the Land Use Element of the General Plan and adheres to the Boyle Heights Community Plan, listed below. The City of Los Angeles is currently conducting a series of updates both to its General Plan and to various Community Plans. The Department is exploring options to increase the density of major transit nodes and commercial corridors in Boyle Heights while also providing various densities and parking incentives.

Metro will issue an addendum to this Guide for Development as soon as this information becomes available.

It is anticipated that the updated Boyle Heights Community Plan will be adopted by early 2018.

METRO JOINT DEVELOPMENT PROGRAM: POLICIES AND PROCESS

Updated in September 2015, this policy document outlines the objectives of the Joint Development program, describes the Joint Development Process, and details policies and requirements. Recent policy changes to note, and which are further detailed in the Section 5 of this document, include a goal that 35% of all housing developed on Metro-owned land (on a portfolio-wide basis) be affordable to households earning 60% of the Area Median Income or below, and that a robust community engagement process is expected for all Joint Development sites.

*The City of Los Angeles
General Plan
Land Use Element
<http://planning.lacity.org/cwd/frmwk/contents.htm>*

*Existing Community Plan:
<http://planning.lacity.org/complan/central/PDF/bhtplanmap.pdf>*

*Community Plan Update Status:
<https://sites.google.com/site/boyleheightsnpc/how-to-get-involved/draft-plan-status>*

*Joint Development Policies and
Procedures
www.metro.net/projects/joint_dev_p*

METRO COMPLETE STREETS POLICY

Complete Streets are streets that provide safe, comfortable, and convenient travel along and across streets through a comprehensive, integrated transportation network that serves all categories of users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods.

*Metro Complete Streets Policy
(adopted October 2014)
http://media.metro.net/projects_studies/sustainability/images/policy_completestreets_2014-10.pdf*

METRO FIRST LAST MILE STRATEGIC PLAN

The Project Site is subject to Metro's First Last Mile Strategic Plan, which presents planning and design guidelines to improve the connections to the station and from origins and destinations within 3 miles of the station.

*Metro First Last Mile Strategic Plan
(adopted April 2014)
<https://www.planning.org/awards/2015/pdf/FirstLastPlan.pdf>*

CITY OF LOS ANGELES – GREAT STREETS INITIATIVE, BICYCLE PLAN AND MOBILITY ELEMENT

Los Angeles Great Streets Initiative seeks to activate public spaces, provide economic revitalization, increase public safety, enhance local culture, and support great neighborhoods along 15 designated Los Angeles streets. Cesar E. Chavez Avenue in Boyle Heights is one of Los Angeles' most active commercial corridors. Great Streets seeks to strengthen the linkages between Cesar Chavez and the nearby Gold Line while improving the pedestrian and bicycle facilities in the area, proving residents better options for getting to and from the corridor.

*The City of Los Angeles
General Plan
Transportation Element
2010 Bicycle Plan
<http://planning.lacity.org/cwd/gnlpln/transelt/NewBikePlan/Txt/LA%20CITY%20BICYCLE%20PLAN.pdf>*

*LA Great Streets
<http://www.lamayor.org/greatstreets>*

Additionally, the City of Los Angeles is in the process of implementing the 2010 Bicycle Plan and the 2015 Mobility Element

CITY OF LOS ANGELES - PLAN FOR A HEALTHY LOS ANGELES

The Plan for a Healthy Los Angeles lays the foundation to create healthier communities for all Angelenos. As an Element of the General Plan, it provides high-level policy vision, along with measurable objectives and implementation programs, to elevate health as a priority for the City's future growth and development. Through a new focus on public health from the perspective of the built environment and City services, the City of Los Angeles will strive to achieve better health and social equity through its programs, policies, plans, budgeting, and community engagement.

*The City of Los Angeles
General Plan
Health and Wellness Element
Plan for a Healthy Los Angeles
(March 2015)
http://healthyplan.la/wordpress/wp-content/uploads/2014/11/PlanforHealthyLA_Web-11.pdf*

Community Corridors

Opportunities for new housing and small businesses

PROJECT OBJECTIVES

New residential development is focused along major corridors with access to transit and neighborhood amenities

Opportunities for a greater mix of housing, jobs, goods, and services

Evolution of the Sears Opportunity Site as a regional center with community benefits

PLAN FEATURES

Affordable Housing Incentives

- **Transit Nodes:**
 - 3 story base height
 - 4, 5, and 6 stories (height incentives) allowed for mixed-income and affordable housing developments
- **Transit Corridors:**
 - 2 stories base height
 - 3, 4, and 5 stories (height incentives) allowed for mixed-income and affordable housing developments

Corridor Development Standards

- Require active street frontages that welcome pedestrians
- Require buildings to scale down from corridors to residential neighborhoods



EIR Scoping Meeting 2016 © Boyle Heights Community Plan
Department of City Planning
Illustration Purposes-Not drawn to Scale

Boyle Heights Community Plan Update Draft, Community Corridors. 2016

6. TRANSIT CONNECTIVITY

Metro envisions a development that is physically and programmatically integrated with its bus, rail, bicycle, and parking facilities to the greatest extent feasible where applicable.

The requirements below set the parameters for transit connectivity and reflect feedback from Metro's Operations, Engineering & Construction, and Planning Departments. Adherence to these requirements is critical, and the selected development proposal will be reviewed by Metro technical staff for its compliance with these requirements throughout the design development process.

BUS

Bus Patron Amenities

Bus patron amenities such as benches, bus shelters, next bus displays, and map cases are required where applicable. Design of all such amenities must be coordinated with Metro's Countywide Planning and Operations teams. Do not restrict access during or after construction of any proposed site modifications.

BICYCLE

Bicycle Parking

Bicycle parking is required for non-transit development uses in compliance with the City of Los Angeles bicycle parking ordinance.

Bike Share

A Metro bike share program is underway and has rolled out a pilot program in downtown Los Angeles in 2016. Later phases of the bike share program may locate kiosks in Boyle Heights as part of their Downtown Los Angeles expansion or East LA Expansion area. The developer shall coordinate with Metro's Bike team to reserve space at the Development for bike share kiosks.



Board Report

File #: 2016-0994, File Type: Budget

Agenda Number: 15.

PLANNING AND PROGRAMMING COMMITTEE FEBRUARY 15, 2017

SUBJECT: BIKE SHARE PROGRAM TAP STEP 3A INTEGRATION

ACTION: ESTABLISH LIFE OF PROJECT BUDGET FOR BIKE SHARE TAP STEP 3A INTEGRATION

RECOMMENDATION

ESTABLISH the Life of Project (LOP) budget for **Bike Share TAP Step 3A Integration** in the amount of \$1.65 million

ISSUE

At the November 2015 meeting, the Metro Board authorized the phased Regional Bike Share Integration Strategy to create a seamless user experience with the TAP Program (Attachment A). Two steps of Bike Share TAP integration were completed in time for the launch of the Downtown Los Angeles Pilot Bike Share in July 2016.

At the November 2016 meeting, in order to complete Step 3 - Seamless User Integration, the Metro Board awarded a contract to Vertiba Inc. to enhance the current TAP Customer Relationship Management (CRM) system such that it may accommodate Bike Share account management (Attachment B). Also at the November 2016 meeting, the Metro Board adopted a strategy to implement Step 3A - Bike Share TAP account and payment integration through TAP CRM enhancements. Staff is in the process of finalizing a contract modification with Bicycle Transit Systems (BTS) to perform changes to the existing Bike Share system to support Bike Share TAP Step 3A Integration. Board authorization to establish a LOP is requested to support this effort.

DISCUSSION

Board approved Step 3A Integration includes interoperability between Bike Share and transit, allowing for integration with other systems like Metro Bike Hubs, parking, ride sharing and other multi-mobility services. To achieve this functionality, the existing TAP CRM known as TAPforce will be further developed to enable account management for services outside of the Metro transit system. This enhanced TAPforce system will store and process information that will enable payment and delivery of benefits through TAP across a variety of different systems and will be accessible to patrons through an enhanced website and call center communications. The existing account data, management and payment processing functions of Bike Share, currently within the TAP BTS CRM,

will be transferred to TAPforce. The existing Bike Share CRM will need to be modified to work in tandem with TAPforce, communicating in real time to allow system users to access bikes, manage their accounts, and provide for customer service access.

Together, the enhanced TAPforce and BTS systems will enable customers to seamlessly use Bike Share, transit, and other supporting transportation services for multimodal travel. Countywide Planning Department has worked closely with TAP Operations and consulted with the BTS technical team to develop integration strategies for Step 3A, which will result in the following functionality:

- › Exchange of data for purse and account information. Account balance may be shared for multiple uses (i.e. Bike Share, parking, or other).
- › Enable transfers and discounts between Metro transit, Bike Share and other bicycle services.
- › Enable reciprocity between multiple bike share systems. Bike share vendors would still need to develop their own communications protocols with TAP for the exchange of real-time data.
- › Request credentials other than a credit card (e.g., a driver's license) to potentially prepare for cash payments for Bike Share and other bike services in the future.

Staff continues to explore the option for cash payments for Bike Share.

The cities of Santa Monica, Long Beach, Beverly Hills and West Hollywood and their bike share vendors have also participated in planning to understand integration needs and abilities for Step 3. Though the TAPforce enhancements will be designed to accommodate integration with any bike share system, each system will be responsible for the cost of enhancing its respective bike share CRM to integrate with TAPforce. Business rules and transfer policies will need to be developed for any features involving reciprocity between agencies.

Findings

Based on the direction previously received from the Metro Board and detailed cost estimates from Vertiba Inc. and BTS, staff proposes adoption of a LOP in the amount of \$1.65 million to support this capital project development. Board action in November 2016 authorized the award of a contract to Vertiba to perform TAP CRM enhancements, including those that allow Bike Share integration. This LOP will support both the Vertiba and BTS work to achieve Board-directed Bike Share TAP integration.

DETERMINATION OF SAFETY IMPACT

Implementing a Bike Share TAP integration strategy will not have any adverse safety impacts on Metro employees and patrons.

FINANCIAL IMPACT

Bike Share TAP Step 3A Integration costs are estimated to be up to \$1.65 million over two fiscal years (Attachment C). The estimated development costs for FY17 are \$700,000 and are included in the budget under Cost Center 4320. Since this is a multi-year project, the cost center managers, project manager and Chief Planning Officer will be responsible for budgeting the costs in future years, including any phase(s) the Board authorizes to be exercised.

Impact to Budget

The source of funds for the Step 3A Integration is Prop C 40% in FY17. This source is eligible for bus and rail operations. Should active transportation eligible funds be available as the project progresses, staff will replace the Prop C 40% with these other funds to alleviate the strain on operations eligible funds.

ALTERNATIVES CONSIDERED

The Board may choose not to establish a capital project and LOP for Bike Share TAP Integration. This choice is not recommended due to the increasing need for integration with new technologies and systems to support multimodal travel. If no LOP is established for this integration, Bike Share will not be able to achieve a seamless customer experience as directed by previous Metro Board actions.

NEXT STEPS

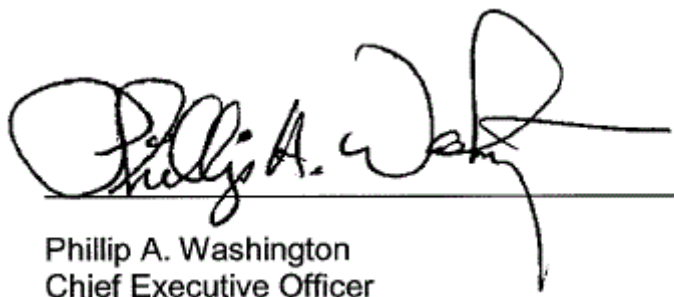
With Board approval to establish this LOP, staff will execute a contract modification with BTS and work with TAP on directing Vertiba Inc. to implement Step 3A. Staff will continue development of Step 3B for multimodal mobile ticketing and report back to the Board in the fall of 2017.

ATTACHMENTS

Attachment A - November 2015 Board Report
Attachment B - November 2016 Board Report
Attachment C - LOP Budget and Funding Plan
Attachment D - Presentation: Bike Share/Tap Integration Step 3

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Phillip A. Washington
Chief Executive Officer



Metro

Board Report

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

File #:2015-1436, File Type:Program

Agenda Number:

**PLANNING AND PROGRAMMING COMMITTEE
NOVEMBER 18, 2015**

SUBJECT: METRO COUNTYWIDE BIKESHARE PROGRAM

ACTION: APPROVE A BIKESHARE FARE STRUCTURE AND AUTHORIZE INITIATION AND IMPLEMENTATION OF A PHASED REGIONAL BIKESHARE INTEGRATION STRATEGY.

RECOMMENDATION

- A. APPROVE a fare structure for the Metro Countywide Bikeshare Program as proposed within the report.
- B. AUTHORIZE the initiation and implementation of a phased Regional Bikeshare Integration Strategy including the following:
 - 1. Implement Step 1 and Step 2 in 2016.
 - 2. Continue to collaborate with TAP on an integration strategy for Step 3 and report back in Spring 2016.

ISSUE

At the June 2015 meeting, the Board awarded a two-year contract to Bicycle Transit Systems (BTS) for provision of the equipment, installation and operations of the Metro Countywide Bikeshare Phase 1 Pilot in downtown Los Angeles (DTLA Pilot). At the July 23, 2015 meeting, the Board approved Motion 22.1 (Attachment A), providing staff with direction on next steps for implementing the Countywide Bikeshare Program. Included within Motion 22.1 was direction to enable a "seamless user experience." Staff has pursued TAP integration as one of the elements to creating a seamless experience between Metro Bikeshare, transit and potentially, other municipal bikeshare systems. Board approval and authorization are needed to proceed with the proposed Countywide Bikeshare Fare Structure and TAP integration strategy.

DISCUSSION**Fare Structure Development**

Staff continues to meet with the bikeshare-ready cities identified in the Metro Countywide Implementation Plan - including the cities of Los Angeles, Pasadena, Huntington Park, Culver City and the County of Los Angeles - on a regular basis, either as a group or one-on-one in order to advance the launch and expansion of the Countywide Bikeshare system. We have worked with these bikeshare-ready cities to develop a fare structure that positions bikeshare as a Metro service

(one that extends the reach of transit) and addresses a variety of regional needs. In developing the proposed fare structure, we reviewed an array of fare structures from other systems nationwide (Attachment B). Santa Monica's adopted fare structure for Breeze bikeshare was considered as part of this survey; however, it did not meet all of our fare structure objectives as described below. Staff from Santa Monica has stated they are not prepared to modify their rate structure until they have a period of operating the system and evaluate the local results.

Fare Structure Objectives

In developing the Countywide Bikeshare Fare Structure, staff set forth several objectives that would influence and frame the proposed structure. In addition to developing a fare structure that would contribute to the financial sustainability of the system, we also sought a fare structure that would work for a regional system - that is, a fare structure that would be successful in the various communities throughout Los Angeles County with their unique socio-economic and demographic characteristics.

As part of that effort, we developed a fare structure that is modeled after a transit fare structure. By drawing on the existing transit fare model, Metro has the opportunity - as the leader of the Countywide Bikeshare program - to fully position bikeshare as a thoughtfully integrated element of transit over time. We sought a fare structure that intrinsically addresses equity. Recent studies (Attachment C) show that lowering the barrier to entry can in and of itself draw persons of lower income into trying bikeshare. While staff will continue to explore other opportunities to further address equity and the un-banked, establishing a low entry point to use bikeshare was identified as a key objective. Lastly, we sought a fare structure that was clear, easy to understand and customer friendly.

Fare Structure



The proposed fare structure includes 3 simple pass options: 1. a “Monthly” pass for \$20 that includes unlimited 30 min trips, 2. a “Flex” pass for a \$40 annual fee that includes a \$1.75 charge per 30 min trip, and 3. a “Walk-Up” for \$3.50 per 30 min trip. The “Monthly” pass will have an auto-renew option upon sign-up. The first two passes can only be purchased online (on a computer or mobile device) however; the walk-up can be purchased at the payment kiosk available at each bikeshare station. Each of these passes caters to the various types of bikeshare users - frequent user, occasional user and casual user. The fare recovery ratio for the Metro Countywide Bikeshare Program with the proposed fare is estimated to range between 60% and 80% depending on the typology of the city. The fare recovery ratios are based on the proposed pass pricing and applied to other comparable systems (Attachment D). In addition to being financially sustainable, the proposed fare structure had broad support among the bikeshare ready cities and fulfills the bikeshare objectives as described below:

Bikeshare as a Metro Service

- Fare pricing is based on a 30-minute trip equivalent to approximately a 3 mile ride which is the FTA bike-shed for transit.
- Fares look similar to transit or are based on a multiplier of existing transit fares.
 - For walk-up users, the price is 2x the price of a Metro bus/rail ride. This rate is low enough to encourage first-time users to try the system while remaining sustainable enough to foster an appropriate revenue stream. Based on the dynamics of other similar bikeshare systems, we expect a large percentage of walk-up users to be DTLA visitors or tourists who are not price-sensitive.

- For Monthly Pass holders, all rides within the 30-minute period are free. Overage charges are equivalent to a Metro bus/rail trip at \$1.75 per every additional trip within 30 minutes.
- Flex Pass fares are equal to a Metro bus/rail trip (\$1.75).
- Similar to transit fares, the proposed fare structure is built on payment per ride or per month.

Equity

- The three proposed pass options are flexible and streamlined to meet the diverse needs of communities that may need to serve user bases composed of local residents, tourists, or both. For instance, the overage charge rate does not escalate and thus supports users who may be traveling from greater distances to access a transit station or a final destination. (We may observe this in more suburban areas like South LA, East LA, San Gabriel Valley and San Fernando Valley cities and other areas of Los Angeles County.)
- We priced the walk-up rate to accommodate all users, including low-income riders. (Attachment D)
- The flex pass option is the most affordable option for occasional users. This pass will provide transit dependent users who are the most price-sensitive a low annual entry fee at \$40. In the future, the \$40 Flex pass fee could be subsidized to allow rides on bikeshare to cost the same as trips on Metro Transit (\$1.75).

Customer Friendly/Easy to Understand

- The proposed fare structure includes three simple pass options. We limited the menu of options to improve customer understanding and make signing up easy.
- The overage charges are non-escalating to keep the structure user friendly.

Bikeshare Integration Strategy

The Metro Board provided direction through Motion 22.1 to create a “seamless user experience.” Staff has pursued TAP integration as one of element of creating a seamless experience between the Metro Countywide Bikeshare Program, transit, and other bikeshare systems. With two different bikeshare vendors in the County, physical integration between the two proprietary bikeshare systems can best be addressed through the co-location of stations. Software integration for step 3 may be addressed through web and mobile applications, and/or the TAP system. TAP in partnership with Countywide Planning, has worked with BTS’s technical team, and CycleHop and its contracted cities’ staff with of an integration strategies for step 3. Based on the work conducted thus far, staff proposes to implement the following phased approach to achieve countywide bikeshare integration.

Step 1- Bikeshare-enabled TAP card as Bikeshare ID

A uniquely branded TAP card will function as a Countywide Bikeshare ID to unlock bicycles at each station. Only Countywide Bikeshare TAP cards issued by BTS to pass holders will be recognized by the bikeshare system. Bikeshare fares are associated with the Bikeshare user’s account and not with the TAP card itself. The TAP cards will also be usable on the TAP bus

and rail system.

Estimated Implementation Schedule: DTLA launch next summer.

Step 2 - Existing TAP card as Bikeshare ID

All TAP cards will function as bikeshare passes to unlock a bicycle at a station. The TAP card number will need to be entered, either by the user or an app, at the time of purchase of a Bikeshare pass and validated by BTS for the Metro system. This step requires sharing of limited data between TAP and bikeshare vendor(s). Planning staff is working with TAP and Metro Information Technology Services staff to develop a data exchange tool for this task. Bikeshare fares are associated with the Bikeshare user's account and not with the TAP card itself.

Estimated Implementation Schedule: By the end of calendar year 2016.

Step 3 - Seamless User Integration

Create a seamless user experience where the account registration and/or payment for Metro transit services and multiple bikeshare vendors is linked. Staff anticipates that the development of a regional back-office and clearinghouse and/or the procurement of a third-party intermediary service provider will be required. Staff will continue to work collaboratively between departments to further refine the functions of this service and develop rough order of magnitude costs to inform a recommendation. However, it is anticipated that this clearinghouse and/or third-part intermediary should perform, at a minimum, the following functions and accommodate expansion of functions:

- Exchange of data for purchase and account information.
- Enable transfers between Metro transit and bicycle services.
- Enable interoperability with other Countywide bicycle services such as Metro Bike Hubs.
- Enable interoperability between bikeshare vendors.
- Estimated implementation Schedule: Metro Bikeshare Phase 2 Expansion

DETERMINATION OF SAFETY IMPACT

Implementing a Metro Countywide Bikeshare fare structure and initiation and implementation of a phased TAP bikeshare integration strategy will not have any adverse safety impacts on Metro employees and patrons.

FINANCIAL IMPACT

The FY16 budget includes \$7.78M for this project in cost center 4320, Project 405301 - 05.01 (Bikeshare Program).

Since this is a multi-year project, the cost center manager and Chief Planning Officer will be responsible for budgeting the cost in future years, including any phase(s) the Board authorized to be exercised.

Impact to Budget

The sources of funds are toll revenue grant and other eligible and available local funds or general funds.

ALTERNATIVES CONSIDERED

The Board may choose not to approve a Metro Countywide Bikeshare fare structure or authorize the initiation and implementation of a multi-step TAP/Bikeshare integration strategy. This alternative is not recommended, as it is not in line with previous Board direction.

NEXT STEPS

Staff will return to the Board in Spring 2016 with an update on the following items:

Title Sponsor

We are working with our bikeshare contractor, BTS to solicit a title sponsor. As was reported to the Board in September 2015, we are on schedule to launch the DTLA Pilot and are proceeding with a black bicycle that will provide flexibility to add sponsor placement with decals on the body, skirt guard, and basket at a later time.

Cash Payments and Subsidized Reduced Fares

We are exploring options for in-person and/or cash payment for the “Monthly” and/or “Flex” passes. We also continue to explore opportunities for providing subsidies to Metro Rider Relief and Reduced Fare Office participants, potentially utilizing JARC funds for the DTLA Pilot to “buy-down” subsidies as is done for transit.

Step 3: Seamless User Integration

We continue to evaluate options for Step 3 seamless user integration. We will return to the Board to request direction on the development of a clearinghouse and/ or the procurement of a third-party intermediary.

ATTACHMENTS

- Attachment A - Metro Board Motion 22.1, July 2015
- Attachment B - Bikeshare Fare Structure in Other Cities
- Attachment C - Data Supporting Monthly Pass
- Attachment D - Fare Recovery Estimates Comparison Chart

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File #:2015-1436, **File Type:**Program

Agenda Number:

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Metro

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Board Report

File #:2016-0851, File Type:Contract

Agenda Number:42.

**EXECUTIVE MANAGEMENT COMMITTEE
NOVEMBER 17, 2016**

**SUBJECT: TAP SYSTEM INNOVATIVE ENHANCEMENTS FOR SEAMLESS CONNECTIVITY
WITH MULTI-MODAL MOBILITY PROGRAMS**

ACTION: EXECUTE SOLE SOURCE CONTRACT WITH VERTIBA, INC.

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to negotiate and execute sole source Contract No. PS 6394500 to **Vertiba Inc., a Salesforce System Integrator, to enhance the TAP system in order to achieve maximum interoperability with regional systems and services including Bike Share, parking, ride-hailing companies, fare subsidy programs, electric vehicle car-sharing, gift card programs, mobility hubs, a mobile app** and more in an amount not-to-exceed \$4,750,000.

ISSUE

Seamless TAP interoperability and growth potential for services such as Bike Share, parking, ride-hailing companies, fare subsidy programs, electric vehicle car-sharing, gift card programs, and mobility hubs is not possible unless the TAP system is modified to handle payment functions for outside accounts.

DISCUSSION

A motion by Vice Chair Garcetti and Directors Solis, Bonin and Najarian requested Technology & Transportation Investments to Improve Customer Service (Item #44; file ID2015-1783). This motion asked TAP to begin development of a next-generation system for “seamless customer payment of non-Metro services, including but not limited to Metrolink, taxicabs, ride-hailing companies, Bike Share, parking, etc.”

TAP has been working to follow this Motion’s direction by integrating with various systems. For example, two of three phases of TAP integration into the Metro Countywide Bike Share program are now complete. TAP cards are the exclusive pass media used on the Bike Share system and any one of millions of existing TAP cards may be linked to a Bike Share account to unlock bikes. Step three of Bike Share integration is dependent upon completing TAP payment integration. TAP is also working with parking services to enable a similar integration, which also must include TAP payment options.

To fully integrate TAP payment with these separate and unique systems, the current card-based TAP system needs to be modified to include regional account-based functions. In addition, gift card programs, ride-hailing companies, mobility hubs, electric vehicle car-sharing, Immediate Needs and Rider Relief Transportation Programs (low-income subsidy programs) and more have requested integration into TAP. In order to completely integrate TAP payment with these separate and unique systems, the current card-based TAP system needs to be modified to include regional account-based functions.

The enhanced system will store and process information that will enable payment and delivery of benefits through TAP across a variety of different systems and will be accessible to patrons through an enhanced website, a new mobile phone application and a traditional call center. Plans call for the enhanced architecture to also connect to additional, anticipated, future system services with limited cost and integration. The enhanced system includes plans to ensure low-income accessibility and ease of use for all customers. Customers will be able to use transit in addition to other supporting last-mile transportation services for seamless connectivity and multi-modal travel.

TAP and Outside Account Payment Integration

Software development is needed within the existing TAP architecture that will connect and integrate a TAP account with outside systems. From a customer perspective, this development would enable payment and access with the TAP account across multiple systems such as Bike Share, parking, gift card programs, ride-hailing companies, mobility hubs, electric vehicle car-sharing, low-income subsidy programs and more, while preserving the transit functionality of the TAP card. Access to all of these services would be made available through a regional TAP payment system where customers could link to their choice of a variety of individual multi-modal programs.

Benefits of the Enhanced System

According to the Board Motion, “technological sophistication is expected by today’s customers within all economic and demographic strata.” Innovative TAP integration with numerous multi-modal services will deliver a variety of benefits. For example, TAP integration with Rider Relief and Immediate Needs Transportation Programs means that these programs will be able to realize their full potential and discard outdated practices such as paper coupon redemption that require costly, labor-intensive printing, distribution, clearing, settling and burden on third-party retail sales outlets.

TAP integration with Bike Share, parking, gift card programs, ride-hailing companies, mobility hubs, electric vehicle car-sharing and more will enable these potential and established revenue-generators to enhance customer service, provide seamless commuter options and make transit more attractive to potential riders. By integrating mobility services together under a single account, TAP will remove barriers to system access and create opportunity for synergistic ridership growth across modes. Increasing riders on alternative transportation modes contributes to the Long Range Transportation

Plan's goals of reducing congestion and miles traveled by single-occupant vehicles, and increasing air quality while keeping the economy moving. A centralized repository of mobility service data will also allow staff to measure system performance across modes, a procedure previously impossible with isolated accounts.

DETERMINATION OF SAFETY IMPACT

Implementing the enhanced TAP System will not have any adverse safety impacts on Metro employees or patrons.

FINANCIAL IMPACT

Funds for development of the scope, including integration for RRTP and INTP are included in the FY17 budget under cost center 3020, in projects 207144 Regional Point of Sale Development and 210147 CRM Enhancements. Bike Share TAP Step Three integration costs are estimated at \$1.2 Million over two fiscal years, of which \$700,000 are designated for TAP integration. The estimated development costs for FY17 are included in the budget under cost center 4320, Project 405305. Since this is a multi-year project, the cost center managers and project managers will be responsible for budgeting the costs in future years. Additional costs for Bicycle Transit Systems will be addressed as part of Bike Share contract modification.

Impact to Budget

The source of funds for Bike Share is a mix of General Funds, local grant, and other eligible and available local funds. Local funds are eligible for bus and rail operating or capital expense; these funds may be reimbursed from future Bike Share sponsorship revenues, if any. The costs for remainder of the scope are funded with Prop C 40% and TDA Article 4. These sources are eligible for bus and rail capital or operations.

Justification of Sole Source

To accommodate regional payment functions and seamless connectivity, an account-based layer must be added onto the current TAP Customer Service System. Vertiba Inc. is the architect of the innovative, cloud-based, highly-customized Customer Service System for TAP. This complex and unique system holds TAP customer information for 26 TAP-enabled agencies, including Metro, Metrolink and Access Paratransit and integrates into eight TAP-related, Metro Departments (TAP Call Center, Reduced Fare, Call Sales, Corporate Programs, Business Programs, U-TAP, Back Office, and Customer Experience). In addition, Vertiba developed the custom code for the internal website, which provides customer information for all TAP departments and the Regional TAP Operators. They also developed the customer-facing *taptogo.net* site which is for the general public. Both the internal and customer-facing sites will be configured to integrate with a new mobile phone application. The

system built by Vertiba also integrates with Metro's Accounting department, the TAP card manufacturer, the third-party retail vendor network and the TAP fare equipment system. Due to the high level of customized development that has already been completed and integrated, and to keep costs as low as possible, staff recommends Vertiba to perform this complex integration. Vertiba is a highly qualified, Salesforce-certified firm that has over 100 5-star ratings on the Salesforce App Exchange.

ALTERNATIVES CONSIDERED

The Board may choose not to approve the implementation of expanded TAP account-based functions for integration with external programs. This choice is not recommended due to the increasing need for integration with new technologies and systems. If no account-based functionality is included, then the card-based TAP system will not be able to integrate with account-based systems such as Bike Share, parking, gift card programs, ride-hailing companies, mobility hubs, electric vehicle car-sharing, low-income subsidy programs and others. The Board may direct staff to competitively bid this effort, but this is not recommended because this would likely cost more due to the complexity of the system that is already in place and the amount of time necessary for the selected vendor to understand the customization and then to make the necessary modifications.

NEXT STEPS

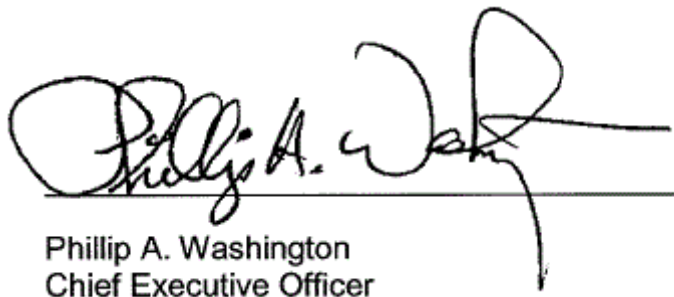
Upon Board approval of this strategy, staff will negotiate, award and execute a contract to Vertiba, Inc. and will begin work in December, 2016.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - DEOD Summary
Attachment C - Board Motion #44

Prepared by: Julia Salinas, Transportation Planning Manager, (213) 922-7413
Robin O'Hara, Deputy Executive Officer, (213) 922-2411
Laura Cornejo, Deputy Executive Officer, (213) 922-2885
Calvin E. Hollis, Managing Executive Officer, (213) 922-7319
David Sutton, Executive Officer, (213) 922-5633

Reviewed by: Debra Avila, Chief, Vendor/Contract Management Officer, (213) 418-3051
Nalini Ahuja, Chief Financial Officer (213) 922-3088



Phillip A. Washington
Chief Executive Officer

PROCUREMENT SUMMARY

TAP SYSTEM INNOVATIVE ENHANCEMENTS FOR SEAMLESS CONNECTIVITY
WITH MULTI-MODAL MOBILITY PROGRAMS/PS 6394500

1.	Contract Number: PS 6394500	
2.	Recommended Vendor: Vertiba, LLC	
3.	Type of Procurement (check one): <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input checked="" type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	Procurement Dates:	
	A. Issued: October 20, 2016	
	B. Advertised/Publicized: N/A	
	C. Pre-Proposal Conference: N/A	
	D. Proposals Due: October 31, 2016	
	E. Pre-Qualification Completed: November 7, 2016	
	F. Conflict of Interest Form Submitted to Ethics: November 1, 2016	
	G. Protest Period End Date: N/A	
5.	Solicitations Picked up/Downloaded: 1	Bids/Proposals Received: 1
6.	Contract Administrator: Anush Beglaryan	Telephone Number: (213) 418-3047
7.	Project Manager: Robin O'Hara	Telephone Number: (213) 922-2411

A. Procurement Background

This Board Action is to approve single source Contract No. PS 6394500 issued to provide enhancements to the existing Customer Relationship Management (CRM) System for the regional TAP Smart Card Program. The existing Customer Relationship Management System is furnished by Vertiba, LLC.

The RFP was issued in accordance with Metro's Acquisition Policy and the contract type is a Firm Fixed Price. One amendment was issued during the solicitation phase of this RFP. Amendment No.1 issued on October 20, 2016, extended the proposal submittal due date.

B. Evaluation of Proposals

The Proposal Evaluation Team (PET) consisting of staff from TAP Program/Finance and Bike Share convened and conducted a comprehensive technical evaluation of the proposal received.

The proposal was evaluated based on the established evaluation criteria stated in the RFP, which are appropriate and consistent with criteria developed for other similar procurements.

During the week of October 31, 2016, the PET met and evaluated the proposal. The PET conducted fact finding and negotiations via telephone with Vertiba's Project Manager and key team members.

C. Cost/Price Analysis

The recommended price has been determined to be fair and reasonable based upon technical evaluation, cost analysis, fact finding, and negotiation. The independent cost estimate (ICE) did not account for the mobile application and gift card functions that are required in the scope of work. In addition, the hourly labor rates used in the ICE were lower than labor rates for Los Angeles County. As a result, the ICE is lower than the NTE amount.

	Proposer Name	Proposal Amount	Metro ICE	NTE Amount
1.	Vertiba, LLC.	\$4,850,000	\$3,400,000	\$4,750,000

D. Background on Recommended Contractor

The recommended firm, Vertiba, LLC (Vertiba), headquartered in Boulder, Colorado with offices in Texas, California, Oregon, Arizona, North Carolina, and Utah, has been in business since 2010. Vertiba is a global leader in Salesforce platform implementations, technology and creativity. Vertiba has extensive experience implementing customer relationship management systems and solutions, all based on the Salesforce platform. Vertiba has gained national prominence for its innovative work on the Salesforce platform, and its ability to deliver outstanding results for its clients. Furthermore, Vertiba is a Gold-level Salesforce implementation partner with consultants throughout the United States and is ranked in the top 3 for customer satisfaction among all 700+ certified partners.

Vertiba has successfully completed similar projects for Bay Area Rapid Transit (BART) in the greater San Francisco area as well as for the State of California Department of Transportation (Caltrans). Vertiba has identified key personnel who will be working closely with staff to ensure successful implementation and completion of the project.

The existing Customer Relationship Management (CRM) System for the TAP Service Center was implemented by Vertiba. In 2015, Metro entered into an agreement with Vertiba to integrate Metro's unique TAP programs into the CRM.

DEOD SUMMARY

**TAP SYSTEM INNOVATIVE ENHANCEMENTS FOR SEAMLESS CONNECTIVITY
WITH MULTI-MODAL MOBILITY PROGRAMS/PS 6394500**

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) did not recommend a Small Business Enterprise (SBE) goal for this sole source, non-competitive procurement, which involves software coding and proprietary architecture that precludes subcontracting opportunities. Vertiba, Inc. did not make an SBE commitment but indicated it will endeavor to include small business as the project evolves.

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.



Metro

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

Board Report

File #:2016-0086, **File Type:**Motion / Motion
Response

Agenda Number:

REGULAR BOARD MEETING January 28, 2016

Motion by:

**MAYOR ERIC GARCETTI, SUPERVISOR HILDA SOLIS,
DIRECTOR MIKE BONIN & DIRECTOR ARA NAJARIAN**

January 28, 2016

Item #44; File ID 2015-1783 Technology & Transportation Investments to Improve Customer Service

The quality of the customer experience is directly relevant to how attractive the MTA system is to potential riders, and more riders translates into the furthering of MTA's goals of easing congestion, cleaning our air and keeping our economy moving.

Technological sophistication is expected by today's customers within all economic and demographic strata.

A majority of people across all economic and demographic strata carry cellular and/or internet enabled devices on their person.

People want to be constantly connected to cellular and Internet service, especially when traveling.

Transportation information applications are among the most downloaded smart-phone programs.

Technology has the potential to improve customer service, "first-mile, last mile" connections by linking the transit system with car sharing, taxi, bike and other modes of transportation; provide real-time bus and train timetables; streamline transfers; and more.

As MTA proceeds with its unprecedented expansion of Los Angeles County's transportation network, it is essential that these investments are complemented by the best possible technology.

MOTION by Garcetti, Solis, Bonin, Najarian that the Board direct the CEO to:

- A. Prioritize and accelerate the **full** installation of cellular and Wi-Fi infrastructure and service in MTA tunnels, underground stations, and provide a status report on the execution of agreements with cellular service providers, with the goal of a system with no "dead zones" for cellular and

internet users.

- B. Begin the development of a next-generation Transit Access Pass (“TAP”) for customer payment of non-MTA services, including but not limited to Metrolink, taxicabs, ride-hailing companies, bikeshare, parking garages, etc.
- C. Identify existing transit applications that do not use real-time MTA data and explore the feasibility of sharing real-time data to enhance the user experience.
- D. Work with transit technology companies to develop connectivity and demand-response systems that integrate with MTA’s fixed-route transit lines to provide first-mile/last-mile connections in various modes.
- E. Improve real-time arrival service information, including, but not limited to:
 - 1. Set a goal of repairing faulty displays within 24 hours of failure
 - 2. Ensure consistency between countdown clocks displays at each rail station
 - 3. Create true real-time feeds of bus and rail arrival times rather than the current practice of information feeds at set intervals.
 - 4. Work with Metrolink and Amtrak to install real-time arrival information at regional rail stations.
- F. Work with county transit municipal operators to help improve bus speeds at key corridors where traffic signal priority technology exists.
- G. Identify and utilize technology to better align arrivals and departures of different lines to streamline transfers.
- H. Report back on all the above during the April 2016 MTA Board cycle.

LOP BUDGET AND FUNDING PLAN

	FY17	FY18	Capital Costs Total
Uses of funds			
Design and development	\$ 700,000	\$ 220,000	\$ 920,000
Testing and debugging	\$ -	\$ 545,000	\$ 545,000
Program management	\$ 75,000	\$ 110,000	\$ 185,000
Total	\$ 775,000	\$ 875,000	\$ 1,650,000
Sources of funds			
Prop C 40%*	\$ 775,000	\$ 875,000	\$ 1,650,000
Total	\$ 775,000	\$ 875,000	\$ 1,650,000

*May be funded with other Active Transportation-eligible funds in FY18

Los Angeles County
Metropolitan Transportation Authority

Planning & Programming

Bike Share/ TAP Integration Step 3



Recommendations

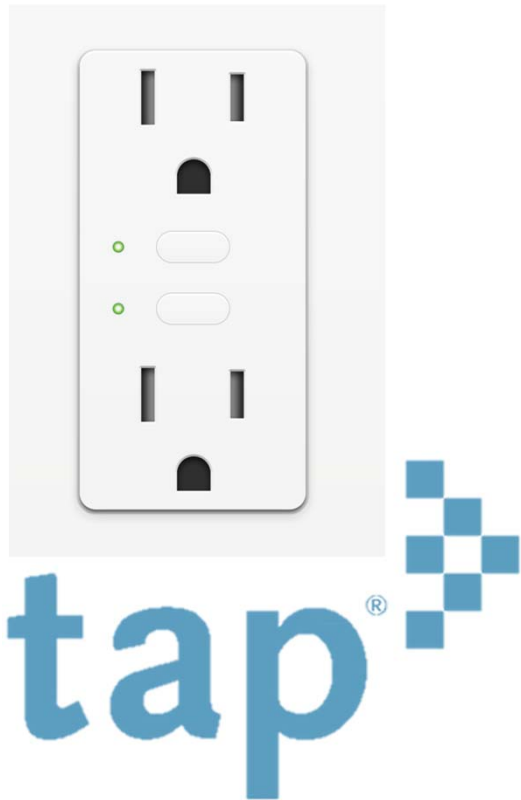
- **Establish LOP budget for Bike Share/ TAP Integration Step 3A Integration in the amount of \$1.65M**
 - **\$900,000 to the TAP CRM upgrade**
 - Part of \$4.75M contract awarded by Metro Board Nov 2016
 - **Up to \$750,000 for Metro Bike Share software adaptation**

Project Objective

Create a seamless user experience across modes and services

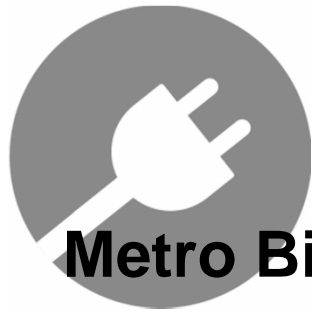
- **Exchange data and account information across modes**
- **Enable transfers and discounts between Metro transit, Bike Share, and other services**
- **Enable reciprocity between bike share systems**
- **Store and use credentials other than a credit card to serve low income, senior, and student customers**

Project Objective



- Enhance the existing TAP Customer Relationship Management system (TAPforce)
 - This contract was awarded in November 2016
 - Create a regional multimodal transportation account management system in TAP
 - Build capability to accept information from other systems

Project Objective



Metro Bike Share



- Build connections to TAP to exchange account and trip information
- Enables transfers and discounts between modes and services
- Enables reciprocity between bike share systems
- Enables low income, student, and senior pass types and rates



Other services



Metro



Next Steps

- **Coordinate with TAP to implement TAP CRM upgrades**
- **Work with BTS to implement Metro Bike Share changes**
- **Work with 3rd party bike share and other services to integrate with TAP**



Board Report

File #: 2017-0007, File Type: Project

Agenda Number: 17.

PLANNING AND PROGRAMMING COMMITTEE FEBRUARY 15, 2017

SUBJECT: NORTH HOLLYWOOD JOINT DEVELOPMENT

ACTION: AUTHORIZE EXTENSION OF EXISTING SHORT TERM EXCLUSIVE NEGOTIATION AND PLANNING AGREEMENT FOR 90 DAYS

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to extend the existing nine-month Short Term Exclusive Negotiation Agreement and Planning Document (Short Term ENA) with Trammell Crow Company and Greenland USA (together, Developer) for an additional 90 days, to **conduct community outreach and refine the project scope for a mixed-use real estate development (Project)** on the Metro-owned property at the North Hollywood Red Line Station (Site).

ISSUE

On June 24, 2016, Metro and the Developer entered into a 6-month Short Term ENA. Both parties executed a 3-month extension of the Short Term ENA on December 24, 2016. During this 9-month term, the Developer used good faith efforts to carry out its obligations and substantially performed pursuant to the requirements of the agreement. However, additional time is needed for Metro and the Developer to 1) confirm feasibility of transit infrastructure requirements for project shaping; 2) ensure that the proposed development does not physically preclude relevant transit projects funded by the approval of Measure M; and 3) conduct further public outreach to share the results of these feasibility studies and site programming and gather feedback. Staff recommends extending the existing Short Term ENA for an additional 90 days to allow for further advancement and refinement of the Project site plan, development phasing and financial feasibility and to conduct community outreach before seeking authority to execute a standard term ENA.

DISCUSSION

The North Hollywood Station is a regional, multi-modal transportation hub that includes the termini of the Metro Red and Orange Lines, two bus layover facilities, and a Metro park-and-ride lot. The Site is comprised of four parcels, one easterly and three westerly of Lankershim Boulevard, with potential transit connections available via underground access panels. The Site has arterial and freeway access and extensive public transportation access. Attachment A includes a map of the Metro properties for joint development and their approximate acreages. In total, the Site comprises 15.6 acres situated at the heart of North Hollywood Arts District, and as such presents a compelling

opportunity for Metro to achieve the objectives of the updated Joint Development Policy approved by the Board in February 2016. The Site is also part of Metro's Transit Oriented Communities (TOC) Demonstration Program.

The Short Term ENA has provided Metro and the Developer time to evaluate financing opportunities in greater depth and to make refinements to the project site plan for integration with the evolving transit infrastructure requirements surrounding the Site. Staff is seeking an extension of the Short Term ENA in order to allow time for Developer to complete that work and gather feedback from community stakeholders regarding the site plan before entering into a standard term ENA.

By the end of the Short-Term ENA period (as extended pursuant to the authority requested herein), Developer will submit the following deliverables to Metro:

- **Project Site Plan** that shows the extent of public infrastructure to be constructed by the project (including replacement parking), the location and development program for each building to be constructed under the Project, and circulation throughout the site, including proposed driveway locations, bike facilities, and pedestrian flows;
- **A Phasing Plan** that sets out the sequencing of the development blocks and clearly describes the interim steps required to ensure safe and acceptable level of service at the Metro station; and,
- **A Financing Plan** that identifies sources of project funding, including private debt and equity, public financing tools, and grant sources and presents a detailed strategy for securing these sources and ensuring that the transit infrastructure can be constructed.

Additional community engagement will be part of the extended Short Term ENA period. Once these deliverables are completed to the satisfaction of Metro staff, Metro staff will prepare a standard term ENA for the Board's consideration. Under the standard term ENA, Metro staff and Developer will continue community outreach to finalize the project site plan and work in collaboration to complete environmental review and secure project entitlements. Once these steps are complete and the project is ready for final permitting and construction, Metro will bring a Joint Development Agreement and long-term Ground Lease to the Board for its consideration. The Joint Development Agreement and Ground Lease establish the terms for construction and operation of the development.

DETERMINATION OF SAFETY IMPACT

Approval of this item will have no impact on safety. Within this Short Term ENA period, Metro's operations staff will review and comment on the proposed development to ensure that the station, portal and public areas on Metro's property are maintained at the highest levels of safety.

FINANCIAL IMPACT

Funding for joint development activities related to the ENA and the proposed project is included in the FY17 budget in Cost Center 2210, Project 401011.

Impact to Budget

Metro project planning activities and related costs will be funded from local right-of-way lease revenues and any deposits secured from the Developer, as appropriate. Local right-of-way lease revenues are eligible for bus/rail operating and capital expenses. Execution of the Short Term ENA will not impact ongoing bus and rail operating and capital budget, Proposition A and C and TDA administration budget or Measure R administration budget.

ALTERNATIVES CONSIDERED

The Board may choose not to proceed with the recommended action and may direct staff to (a) enter into a standard term ENA, (b) continue communications regarding refinement of the project with the Developer outside of an ENA or (c) prepare and release a new RFP. Staff does not recommend proceeding with these alternatives because the recommended action will ensure additional input from the community and other public sector stakeholders and appropriately builds upon the significant community input and procurement process that has transpired thus far. A new RFP process would delay the development of the Site and Metro may fail to take advantage of currently favorable conditions in the real estate market. Further, if the outcome of the discussion during the Short Term ENA process does not create a project proposal suitable to the community or the Board, other options could still be considered.

NEXT STEPS

Upon approval of the recommended action, the extension of the Short Term ENA will be executed, and Joint Development staff and the Developer will continue negotiations in parallel with community, internal and external outreach to inform stakeholders about the refinements to the development proposal. If successful, staff will return to the Board for the authority to execute a full term ENA that includes the project scope as refined through this process.

ATTACHMENTS

Attachment A - Site Plan - North Hollywood Joint Development Site

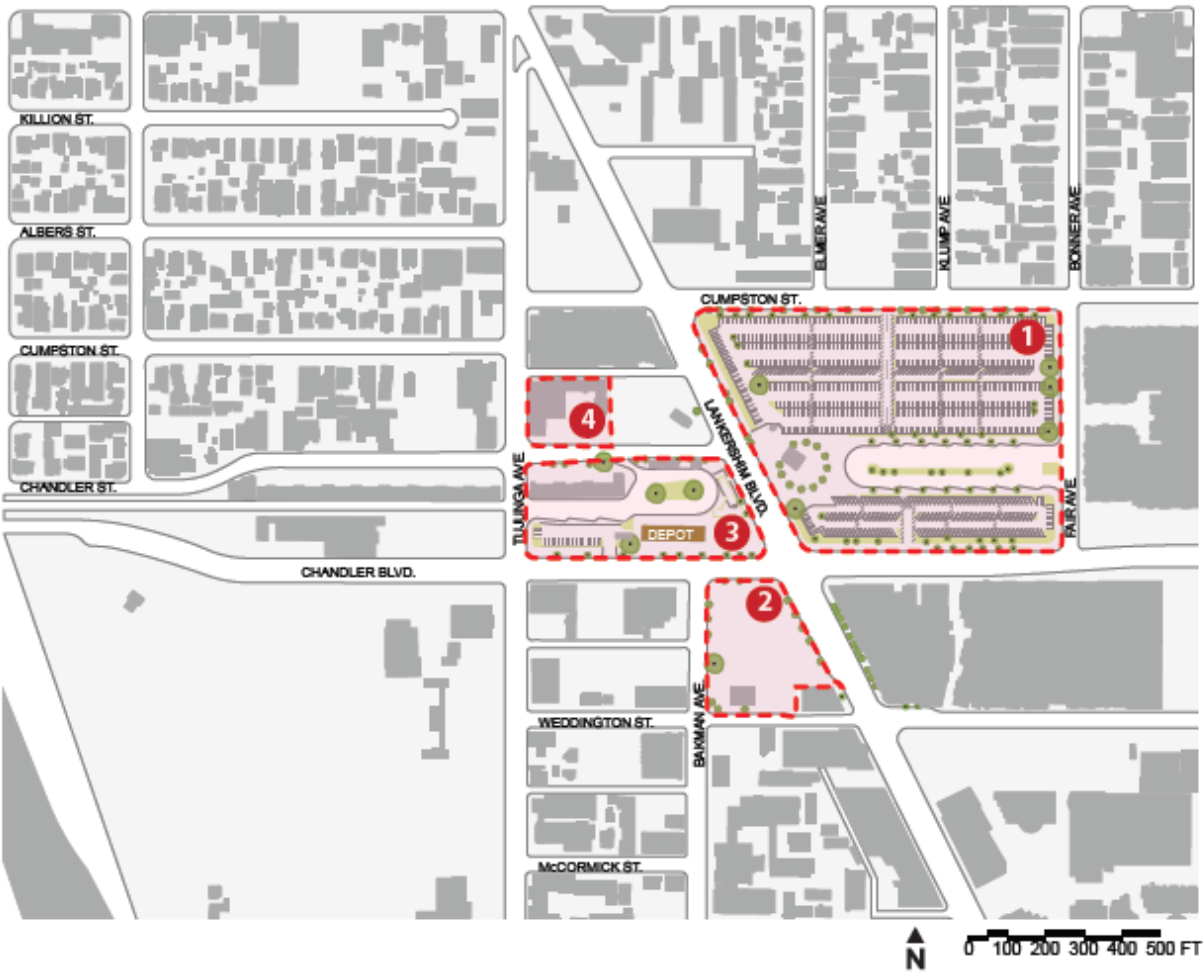
Prepared by: Wells Lawson, Senior Director, Countywide Planning & Development, (213) 922-7217
Cal Hollis, Senior Executive Officer, Countywide Planning & Development, (213) 922-7319

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077



Phillip A. Washington
Chief Executive Officer

Site Plan - North Hollywood Joint Development Site



- | | |
|--|--|
| 1 Station Parking Bus Layover Area (10.5 Acres) | 3 Metro Orange Line Terminus (2.6 Acres)
Excludes Historic Train Depot |
| 2 Weddington Property (1.8 Acres) | 4 Currently Short-term Leased to Costume Shop And Plumbing Supply Store (.66 Acres) |



Board Report

File #: 2016-1003, File Type: Contract

Agenda Number: 23.

SYSTEM SAFETY, SECURITY AND OPERATIONS COMMITTEE FEBRUARY 16, 2017

SUBJECT: POWER SWEEPING SERVICES FOR ALL METRO FACILITIES

ACTION: APPROVE CONTRACT MODIFICATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute Modification No. 8 to Contract No. OP33672974, with Nationwide Environmental Services Inc., for **power sweeping services**, to exercise the second, one-year option in the amount of \$1,563,646.08 increasing the total contract value from \$5,911,123.32 to \$7,474,769.40 and extend the contract term from June 1, 2017 to May 31, 2018.

ISSUE

Under this Contract with Nationwide Environmental Services Inc., power sweeping services are provided on a regular basis in accordance with the maintenance schedule and frequencies specified within the contract scope of work. The first option year for this Contract will expire on May 31, 2017. The contractor has been providing satisfactory maintenance services.

To continue providing the required power sweeping services, a Contract Modification is required to exercise option year two extending the period of performance through May 31, 2018.

DISCUSSION

Under this Contract and option, power sweeping services are provided throughout Metro bus and rail facilities and State Owned Park and Ride (P&R) lots. This includes approximately 62 lots at bus divisions, terminals, locations, and stations, 43 lots at rail system stations and divisions, and 42 State Owned P&R lots.

The services provided under the existing Contract and options are based on an aggressive routine maintenance schedule to ensure delivering clean and well maintained parking lots and structures throughout Metro facilities.

DETERMINATION OF SAFETY IMPACT

The approval of this item will provide on-going power sweeping services, improve Metro bus and rail facilities overall appearance and cleanliness, and provide prompt response time to ensure delivery of

safe, quality, on-time, and reliable services system-wide.

FINANCIAL IMPACT

Funding of \$130,303.84 under this Contract for the remainder of FY17 is included in the FY17 budget in cost center 3367 - Facilities Property Maintenance, account 50308, Service Contract Maintenance, under various projects.

Since this is a multi-year contract, the cost center manager, project managers, and Executive Director, Maintenance will ensure that the balance of funds is budgeted in future fiscal years.

Impact to Budget

The source of funds for this action will come from Federal, State, and local funding sources including sales tax and fares that are eligible for Bus and Rail Operating projects. These funding sources will maximize fund use based on funding allocation provisions.

ALTERNATIVES CONSIDERED

Staff considered providing this service with in-house staff. This would require the hiring and training of additional personnel, purchase of additional equipment, vehicles, and supplies to support the expanded responsibility. Staff's assessment indicates this is not a cost-effective option for Metro.

NEXT STEPS

Upon approval by the Board, staff will execute Modification No. 8 to Contract No. OP33672974 to exercise option year two with Nationwide Environmental Services Inc., effective June 1, 2017, to provide power sweeping services system-wide.

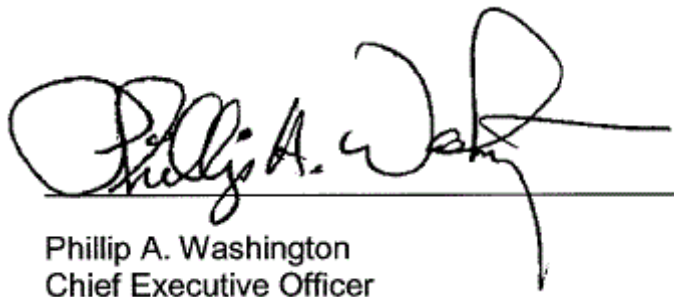
ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - Contract Modification/Change Order Log
Attachment C - DEOD Summary

Prepared by: Brady Branstetter, DEO, Facilities Maintenance, (213) 922-6767
Lena Babayan, Sr. Director, Facilities Maintenance, (213) 922-6765

Reviewed by: James T. Gallagher, Chief Operations Officer, (213) 922-4424

Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051



Phillip A. Washington
Chief Executive Officer

PROCUREMENT SUMMARY

POWER SWEEPING FOR ALL METRO FACILITIES/OP33672974

1.	Contract Number: OP33672974			
2.	Contractor: Nationwide Environmental Services, Inc.			
3.	Mod. Work Description: Exercise Option Year Two			
4.	Contract Work Description: Power sweeping services are provided throughout Metro bus and rail facilities and State Owned Park and Ride (P&R) lots			
5.	The following data is current as of: January 17, 2017			
6.	Contract Completion Status		Financial Status	
	Contract Awarded:	3/28/13	Contract Award Amount:	\$4,274,550.00
	Notice to Proceed (NTP):	N/A	Total of Modifications Approved:	\$1,636,573.32
	Original Complete Date:	5/31/17	Pending Modifications (including this action):	\$1,563,646.08
	Current Est. Complete Date:	5/31/18	Current Contract Value (with this action):	\$7,474,769.40
7.	Contract Administrator: Rommel Hilario		Telephone Number: 213-922-4654	
8.	Project Manager: Lena Babayan		Telephone Number: 213-922-6765	

A. Procurement Background

This Board Action is to approve Contract Modification No. 8 issued in support of Facilities Maintenance to continue power sweeping services throughout Metro bus and rail facilities by exercising Option Year Two for the amount of \$1,563,646.08.

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

On March 28, 2013, the Board approved a five-year contract, inclusive of two, one-year options, to Nationwide Environmental Services, Inc., the lowest responsive, responsible bidder, to provide power sweeping services for all Metro bus and rail facilities.

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

B. Cost/Price Analysis

The recommended price has been determined to be fair and reasonable based upon rates that were established as part of the current contract awarded in March 2013. The Contract was a result of a competitive IFB which included pricing for the option years. According to the Consumer Price Index, similar industries experienced an average of 3% increase over the past 12 months. The unit rates for this Option Year are the same as the previous Option Year. Therefore, exercising the option is in the best interest of Metro.

Proposal Amount	Metro ICE	Modification Amount
\$1,563,646.08	\$1,563,646.08	\$1,563,646.08

CONTRACT MODIFICATION/CHANGE ORDER LOG

POWER SWEEPING FOR ALL METRO FACILITIES / OP33672974

Mod. No.	Description	Date	Amount
1.	Revised List of Locations & Schedule of Quantities and Prices Form, and added funding	6/1/13	\$50,232.24
2.	Revised List of Locations & Schedule of Quantities and Prices Form, and added funding	8/23/13	\$13,200.00
3.	Revised List of Locations & Schedule of Quantities and Prices Form, and reduced funding	7/1/14	-\$29,420.00
4.	Exercise Option Year One, add list of locations, and extend the period of performance	4/22/16	\$1,602,561.08
5.	Add list of locations	5/4/16	\$0
6.	Add list of locations	6/30/16	\$0
7.	Add list of locations	10/18/16	\$0
8.	Exercise Option Year Two and extend the period of performance	PENDING	\$1,563,646.08
	Modification Total:		\$3,200,219.40
	Original Contract:	6/1/13	\$4,274,550.00
	Total Contract Value:		\$7,474,769.40

DEOD SUMMARY

POWER SWEEPING FOR ALL METRO FACILITIES / OP33672974

A. Small Business Participation

Nationwide Environmental Services, Inc. (Nationwide) made a 0.74% Disadvantaged Business Enterprise (DBE) commitment. The project is 77% complete. Nationwide is currently exceeding its DBE commitment with a DBE participation of 3.47%.

Small Business Commitment	0.74% DBE	Small Business Participation	3.47% DBE
----------------------------------	------------------	-------------------------------------	------------------

	DBE Subcontractors	Ethnicity (Only Applicable For DBE Contract)	% Committed	Current Participation¹
1.	Carl's Auto Electric	Asian Pacific American	Added	0.16%
2.	Patten Energy Enterprises, Inc.	African American	0.74%	3.31%
Total			0.74%	3.47%

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 Contract.

C. Prevailing Wage Applicability

Prevailing Wage requirements are applicable to this project. DEOD will monitor contractors' compliance with the State of California Department of Industrial Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA). Trades that may be covered include: surveying, potholing, field, soils and materials testing, building construction inspection, construction management and other support trades.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract.



Board Report

File #: 2017-0056, **File Type:** Program

Agenda Number: 28.

EXECUTIVE MANAGEMENT COMMITTEE FEBRUARY 16, 2017

SUBJECT: RAIL STATION NAME

ACTION: ADOPT STATION NAMES FOR REGIONAL CONNECTOR

RECOMMENDATION

ADOPT the following **Official and Operational station names for the three stations that comprise Metro Rail's Regional Connector:**

<u>Official Station Name</u>	<u>Operational Station Name</u>
1. Little Tokyo/Arts District	Little Tokyo/Arts District
2. Historic Broadway	Historic Broadway
3. Grand Av Arts/Bunker Hill	Grand Av Arts/Bunker Hill

ISSUE

Since its inception, stations on the Regional Connector have been identified by placeholder names based on street intersection. With construction in progress, final names need to be adopted by the Board in order to facilitate station signage design and fabrication without incurring extra costs for changes.

DISCUSSION

Property Naming Policy

The recently updated and Board-approved Property Naming and Corporate Sponsorship/Naming Rights Policy (Attachment A) states that rail stations will be named in a simple and straightforward way to assist customers in navigating the system and the region. It indicates that names must be brief enough for quick recognition and retention, and must be based primarily on geographic location, referring to a nearby street or freeway, a well-known destination or landmark, a community or district name, or a city name. The policy also states that single names for stations are preferable, and that if multiple names are used, they are to be separated by a slash.

The policy further indicates that properties may have a Board-adopted official name and a shorter operational name; the official name is used in Board documents and legal notices, while the operational name is used more commonly on station signage, maps and customer materials. The policy recommends keeping the length of the operational name to a maximum of 24 characters to

ensure readability and compliance with ADA type size requirements.

Community Input

Per the policy, staff initiated Station Naming review in September and continued outreach through December 15, 2016. The Metro team facilitated dialog with local community, business and civic leaders as well as residential stakeholders through a series of eighteen community meetings and online, reaching over 1,000 people. In December leaders within Little Tokyo (the Arts District communities), 2nd/Broadway, and 2nd Pl/Hope St. station areas came to general agreement on a preferred name with a few caveats noted below.

Based on this input, staff recommends adoption of the names shown in the table below. A map of these stations showing the proposed Operational names is included as Attachment B. Alternate names for each station are shown in Attachment C.

Placeholder Name - Original	Official Name - Proposed	Operational Name - Proposed
1 st Street/Central Av	Little Tokyo/Arts District	Little Tokyo/Arts District
2 nd Street/Broadway	Historic Broadway	Historic Broadway
2 nd Place/Hope St	Grand Av Arts/Bunker Hill	Grand Av Arts/Bunker Hill

1. 1st Street/Central Av

This future station is located within the Little Tokyo community and adjacent to the Arts District. The Metro Gold Line's Little Tokyo/Arts District Station currently serves as the stop for both communities. The general consensus between community leaders from both communities is that the name Little Tokyo/Arts District station should be transferred as the name for this station as it has a "history and life" of its own already. This value should not be lost when the lines converge and the existing Gold Line station is eliminated. The caveat is that Little Tokyo leaders, recognizing the future may also hold a station within the Arts District, are asking upon confirmation of a station, that the Arts District name be removed from the Little Tokyo stop and be made available as the station name to their neighbors. Little Tokyo leaders also view a stand-alone name as a more accurate description of the stop and a means to strengthen the unique appeal of this community as one of the 3 remaining "Japantowns" in the nation.

2. 2nd Street/Broadway

This stop is adjacent to the Civic Center and a few blocks north of Historic Broadway. Stakeholders generally agree that Historic Broadway is an accurate description and while adjacent to the Civic Center, a Civic Center stop already exists. In addition, stakeholders believe this is already a well-known neighborhood county-wide.

3. 2nd Place/Hope St

The 2nd Place/Hope stakeholders were able to come to agreement on a station name, but not the order. Arguments were made on whether Grand Av Arts/Bunker Hill or Bunker Hill/Grand Av Arts offered greater neighborhood recognition. Representatives for cultural institutions insist that Grand Av Arts should be first as more compelling to attracting new visitors via transit. Bunker Hill residents felt strongly that Bunker Hill is currently well-known, has been established longer, and therefore should be placed first.

While in person discussions continued between Metro and the community in an attempt to resolve 2nd Place/Hope St stakeholders' disagreement, staff launched an on-line survey in November. Overall, the objective was to invite a larger number of public opinions and to assess the comments to confirm the stronger neighborhood identity between the two proposed names for 2nd/Hope. The name Grand Av Arts/Bunker Hill received more comments of support. Bunker Hill/Grand Av Arts received more varied reasons to adopt the name in this order. Both exceed the 24 preferred letter standard by 1 for the operational name. Metro designers believe it is possible to incorporate either option into station signage while meeting compliance standards.

DETERMINATION OF SAFETY IMPACT

Adoption of these names does not affect the incidence of injuries or healthful conditions for patrons or employees. Therefore, approval will have no impact on safety.

FINANCIAL IMPACT

Approval of this item will result in no financial impact to Metro.

Impact to Budget

Approval of this item will have no impact to Metro's budget.

ALTERNATIVES CONSIDERED

The proposed names were developed as the result of community input and are consistent both with Metro's naming policy and the names of other stations in the system. The Board may elect to substitute one or more of the alternate station names shown in Attachment C, some of which also are consistent with Metro's naming policy.

NEXT STEPS

Staff will work with the Regional Connector construction project to ensure that the Board-adopted station names are implemented.

ATTACHMENTS

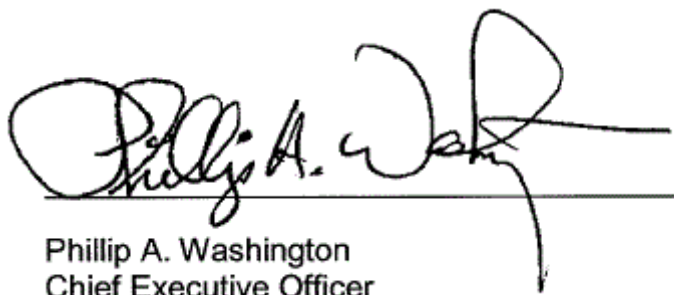
Attachment A - Property Naming Policy

Attachment B - Map of Regional Connector with proposed Operational Station Names

Attachment C - Table of alternate names for each station

Prepared by: Glen Becerra, Deputy Executive Officer, Marketing, (213) 922-5661
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Reviewed by: Pauletta Tonilas, Chief Communications Officer, (213) 922-3777



Phillip A. Washington
Chief Executive Officer

ATTACHMENT A

PROPERTY NAMING AND CORPORATE SPONSORSHIP/NAMING RIGHTS POLICY

PURPOSE

Through implementation of this policy, Metro seeks to establish guidelines regarding the naming of Metro properties frequented by the public that will provide clear transit information to our customers – both frequent patrons as well as visitors and infrequent users. In addition, the policy is intended to ensure timely, cost-effective and rider-friendly property naming efforts.

Properties will be named with the maximum benefit and convenience of the transit system user in mind. Naming will provide customers with travel information in a simple, straightforward and unified way in order to assist patrons in successfully navigating the transit system and correspondingly the region. Property names will reflect the following principles:

- ***Transit system context*** – Names will provide information as to where a property is located within the context of the entire transit system; property names will be clearly distinguishable with no duplication.
- ***Property area context*** – Names will provide specific information as to the location of the property within the context of the surrounding street system, so that users can find their way around after their arrival and to support system access via automobile drop-off and parking.
- ***Neighborhood identity*** – Where appropriate, property naming will acknowledge that system stations and stops serve as entry points to the region's communities and neighborhoods.
- ***Simplicity*** – Names will be brief enough for quick recognition and retention by a passenger in a moving vehicle, and to fit within signage and mapping technical parameters.

NAMING POLICY POINTS

1. Property naming will identify transit facilities so as to provide immediate recognition and identification for daily riders as well as periodic users and visitors. Transit facilities include rail stations, bus stations, transit centers, bus stops and other properties frequented by the public. Property names will be identified based on the following:
 - Adjacent or nearby street or freeway

- Well-known destination or landmark
- Community or district name
- City name – if only one Metro property is located within a city

If space permits, property names can be a combination of street system location and well-known destination, particularly when the street system name may not be recognizable to transit riders and visitors. No business, product or personal names shall be used unless that name is part of a street name or well-known destination; or as part of a corporate sponsorship or cooperative advertising revenue contract.

2. The following criteria will ensure simple, succinct property names that are easily understood and retained by transit riders:

- Minimize the use of multiple names for a property. A single name identifiable by the general public is preferred, with a maximum of two distinct names separated by one slash. For example, Westlake/MacArthur Park Station.
- Minimize the length of property names to ensure comprehension and retention by system riders. The property name shall have a preferred maximum of 24 characters in order to ensure general public and ADA readability, and fit within Metro's signage system.
- Minimize the inclusion of unneeded words in property names such as ones that are inherently understood, or added when verbally stating the property's name. Avoid inclusion of unnecessary words that may describe the property's location, but are not part of that location's commonly known name.

3. In consideration of the various applications where the property name will be used and displayed, properties may have a Board-adopted official name as well as a shorter operational name. The official property name would be used for Board documents, contracts and legal documents and notices. The operational name would be used for station/stop announcements by vehicle operators, and on printed materials due to readability and size constraints. In addition, the property name may be further abbreviated for other operational uses such as vehicle headsigns and fare media.

NAMING PROCESS AND PROCEDURE

The property naming process will include the following steps:

1. Initial property names will be identified during the project planning process primarily based on geographic location.

2. When a project is approved by the Board to proceed into the preliminary engineering phase, a formal naming process will be initiated.
3. Staff will solicit input from cities, communities and other stakeholders on preferred property names based on the Board-adopted naming criteria.
4. The resulting property names will be reviewed by a focus group comprised of both transit system users and non-users for general public recognizability.
5. Staff will return to the appropriate Board committee and then to the full Board for adoption of the final set of official property names.
6. The adopted official property names will then be included in any final engineering bid documents and other agency materials.
7. Requests to rename properties after Board action and the release of project construction documents may be considered by the Board. Property name changes must be approved by a vote of two-thirds of the Board members. All costs associated with changing a property name, including any signage revisions and market research to determine if the proposed name is recognizable by the general public, will be paid for by the requestor unless otherwise determined by the Board.
8. If the Board wishes to bestow a special honor to a deceased individual, it may choose to dedicate a site to him/her. The act of dedicating a Metro property to an individual should be rare and reserved as a means to honor those of substantial historical, cultural, or civic significance. The Board may wish to bestow a similar honor upon an individual who demonstrated a unique and extraordinary degree of service yielding a distinguishable contribution to public transportation in Los Angeles County. Such dedications shall be viewed as secondary information with regard to signage and other identification issues. Properties/facilities frequented by the public may not be renamed for individuals.

Such dedications are made in the form of a motion presented by a Board Member to the appropriate committee of the Board for review and approval, and then forwarded to the full Board for final approval. With Board action, individuals will be honored with plaques where space is available.

CORPORATE SPONSORSHIP AND NAMING RIGHTS

Metro has determined that allowing a revenue-generating, payment-in-kind, or value-in-kind Corporate Sponsorship and Naming Rights Program is a prudent means of maximizing the value of the agency's capital investments and assets. Metro may enter

into sponsorship and naming rights contracts for short-term and long-term partnerships with qualified companies in order to provide value and benefits for both parties.

Through implementation of this policy, Metro seeks to establish a cohesive and transparent process for the consideration and determination of Corporate Sponsorship opportunities for the naming or re-naming of existing and future property, facilities, services, programs and events.

The implementation of a Corporate Sponsorship and Naming Rights Program carries with it a responsibility to protect the agency from potential litigation and to recognize the potential association of outside corporations with Metro services, property and events, while respecting and adhering to existing Metro policies, including Metro's System Advertising, and Commercial Filming Policies. The agency addresses these issues through the responsible and consistent application stated in this policy.

CORPORATE SPONSORSHIP POINTS

1. Corporate Sponsorship is a form of advertising in which companies will pay Metro to be associated with certain facilities, services, programs or events. This could also include providing resources and finance, payment-in-kind, or value-in-kind to develop new facilities, services, programs or events or funding to operate existing ones. Naming rights is a form of advertising whereby a corporation purchases the right to name or re-name a Metro facility, service, program, or event, typically for a defined period of time.
2. Metro's Communications Department administers the Corporate Sponsorship and Naming Rights Program as part of its overall responsibility of revenue-generating advertising and Metro's overarching goal of partnering with businesses on activities that can increase mobility for customers in the LA region.
3. In order to ensure Metro receives fair market value for Corporate Sponsorship and Re-naming Rights, Metro will routinely procure the services of a qualified and independent firm that regularly provides valuations of naming rights opportunities.

Agency Assets Eligible for Sponsorship

Metro is transportation planner and coordinator, designer, builder and operator of a large and expanding transit system. The infrastructure capital investment and other assets are significant within Metro's county-wide system of bus, rail, and other services; property portfolio; numerous facilities; programs; and events. The various facilities, programs, and services that may be applied to corporate sponsorships to are:

- **Facilities** – Any rail or bus stations, parking lots and parking structures, regional facilities, maintenance buildings and maintenance structures, Metro

headquarters building, and any other property solely owned and operated by Metro.

- **Transit Services** – Any light & heavy rail lines, bus service lines & routes, transitway service lines & routes, and any mode of transit service solely owned and operated by Metro.
- **Programs** – Any established Metro-operated effort/initiative for the benefit of customers and communities that Metro serves; generally in the form of customer service actions and functions, internally and externally.
- **Events** – Any seasonal, annual or one-time event led and initiated by Metro.

Corporate Sponsorship Models

Corporate Sponsorship can take on various forms of advertising in which companies contract with Metro to associate their name, identity and branding with facilities, services, programs or events. Metro will engage in short-term and long-term corporate sponsorships that provide value and benefits for both parties. Naming Rights is a type of advertising whereby a corporation secures the right to name or re-name a Metro facility, service, program, or event for a defined period of time.

- **Short-term Sponsorship** – Agreements extending a maximum of twelve months for assets such as programs, events, seasonal events, or temporary station re-namings. Short-term sponsorships do not require Board review and approval unless those over \$500,000.00 contract value.
- **Long-term Sponsorship** – Agreements lasting a minimum of five years and greater. All long-term sponsorships must be reviewed and approved by the Metro Board. Agency assets such as transit services, rail lines, stations, buildings, and facilities would be considered for long-term sponsorships.

Corporate Eligibility and Criteria

Business entities in the following categories will not be considered for participation: Alcohol; Tobacco and Electronic Cigarettes; Adult Entertainment and Content; Arms/Guns and Weapons; Political Parties, Political Groups, Political Organizations, and Political Candidates or Campaigns; Religious Groups and Religious Associations.

Metro shall consider partnerships with qualified companies who meet these criteria: Businesses already established in the U.S. or have fulfilled all legal requirements/compliance to establish a business within the U.S.; Financially stable business; Businesses with no history of fraudulent/unethical behavior; and Businesses with satisfactory record of contractual performance.

Corporate Responsibilities

1. All costs related to establishing a new name or re-naming an existing facility, service, or program – including, but not limited to, the costs of replacing affected

signage and customer information collateral, Metro materials, and Metro staff labor – shall be borne by the corporate sponsor.

2. All granted Corporate Sponsorship agreements must respect and adhere to Metro's System Advertising Policy.
3. Corporate Sponsorship proposals and agreements are subject to the provisions of the California Public Records Act (California Code Government Code §6250 et seq.).

BUSINESS PROCESS

Evaluation Criteria

If all criteria listed under "Corporate Eligibility and Criteria" are met, Metro will take into consideration the financial offers and implementation proposals, which are listed below in order of weighted criteria and relative importance:

- Financial offer
- Alignment with Metro's existing brand and agency mission, including visibility of activating the partnership
- Reach of cross promotion between Metro and corporate sponsor, including corporate social/community activities attached to the program
- Innovative partnership business plans

Proposal Submittal Process

1. **Submittal** – All Corporate Sponsorship Proposals shall be submitted to the Chief Communications Officer and the Deputy Executive Officer of Marketing within the Communications Department.
2. **Acknowledgement** – Communications will acknowledge and confirm receipt of Proposal via email communications, and letter.
3. **Agency Follow-up** – Communications staff may request more information, clarity of proposal, and in-person meeting or presentation of proposal.
4. **Notice of Proposal** – If the original proposal is deemed to have financial merit and meets all criteria, Metro will publicize the receipt of proposal to provide an opportunity for other companies with a vested interest in or proximity interest in the Metro asset/facility, an opportunity to compete for the Corporate Sponsorship. Metro will allow interested parties to submit proposals within 30 days of notice.
5. **Evaluation Process** – Communications will proceed to review and evaluate final corporate sponsorship proposals with appropriate Metro departments. Metro may

- utilize the services of a consultant in order to complete evaluation process. Metro may also solicit public comment on the proposal via digital communication and/or community meeting.
6. **Decision Process** – Communications will issue a determination of selection in writing to each proposer either recommending that the proposal be granted, or denying the proposal.
 - a. **Recommend award** – In the event a long-term Corporate Sponsorship proposal is recommended for award, Communications will prepare a contract recommendation to the Metro Board for its review and approval. Short-term sponsorships and those under \$500,000 contract value will move forward with a formal agreement and contract approved by the CEO.
 - b. **Recommend no award** – In the event a Corporate Sponsorship proposal is not recommended for award, Communications will have the ability to counter with additional requests.
 7. **Presentation to Board** – In the event a Corporate Sponsorship proposal is recommended, Communications will present the final proposal to the Metro Board of Directors for review and approval. The corporate sponsor will be invited to participate in the presentation of their recommended proposal.
 8. **Board Approval** - Upon Metro Board approval, a formal agreement for Corporate Sponsorship will be completed and a contract with the Corporate Sponsor will be finalized.

Termination of Contract

In all contracts, Metro will include provisions for termination of the contract for default due to circumstances that are inconsistent with or violate Metro's System Advertising Policy, actions contrary to Metro's standards, or if the firm violates the established Corporate Eligibility Criteria.

ATTACHMENT B

Regional Connector Transit Project



ATTACHMENT C

Station Naming – Community Feedback Matrix

Original (Placeholder Name)	Community Recommended Names	Community Comments	Recommendation forwarded for Consideration
1 st Street/Central Av	<ul style="list-style-type: none"> Little Tokyo/Arts District 	<ul style="list-style-type: none"> Community is in support of keeping existing (Gold Line) station name. Recommended name meets policy. 	Little Tokyo/Arts District
2 nd Street/Broadway	<ul style="list-style-type: none"> Historic Broadway Broadway 2nd St/Broadway 	<ul style="list-style-type: none"> Community is supportive of proposed name. Recommended name meets policy. 	Historic Broadway
2 nd Place/Hope St	<ul style="list-style-type: none"> Grand Av Arts/Bunker Hill Bunker Hill/Grand Av Arts Bunker Hill Grand Ave Arts/Bunker Hill 	<ul style="list-style-type: none"> Community is supportive of inclusion of both names; however, there is not a clear consensus on the order. Community is divided whether "Grand Av Arts" or "Bunker Hill" should be stated first. Recommended name meets policy. 	Option 1: Grand Av Arts/Bunker Hill
			Option 2: Bunker Hill/Grand Av Arts



Metro

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

Board Report

File #: 2016-0804, File Type: Contract

Agenda Number: 30.

EXECUTIVE MANAGEMENT COMMITTEE FEBRUARY 16, 2017

SUBJECT: EXTENSION OF REVENUE LEASE AGREEMENT AND TEMPORARY REDUCTION OF MONTHLY RENT

ACTION: AUTHORIZE TEN-YEAR LEASE EXTENSION AND REDUCTION OF MONTHLY RENT BY \$1,800 FOR 24 MONTHS

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute a **lease amendment with Camille's Inc. (Camille's or tenant), dba Denny's Restaurant, to extend the term of the lease for ten years**, terminating January 31, 2034, and to reduce the monthly rental amount from \$18,000 to \$16,200 effective March 1, 2017 for a two-year period.

ISSUE

Camille's has operated the Denny's Restaurant for approximately forty-five years on a property currently owned by Los Angeles County Metropolitan Transportation Authority (Metro). The existing lease will expire on January 31, 2019. The tenant has an option that would extend the term until January 31, 2024. The long-term lease is in keeping with the Metro's goal of generating revenue from its real property assets.

Authorization to extend the lease term for ten years and to reduce the monthly rental amount temporarily to \$16,200 requires Board approval.

DISCUSSION

The property is located at 530 Ramirez Street (Property), diagonally across the street from the Gateway Building. Metro terminated the use of approximately 25,143 square feet of the parking area from the leasehold for use by Metro as a laydown yard for the Patsaouras Plaza Busway Station (PPBS) project. The PPBS project will require the continued use of this area for construction staging until approximately November 2018.

The loss of this parking has resulted in a reduction in the tenant's potential revenue and they have requested a ten percent or \$1,800 monthly reduction in rent for the two-year period. Metro staff has reviewed this request and determined that a temporary rent reduction is warranted. Staff is also working with the City of Los Angeles to assist the tenant in obtaining replacement parking for its

employees at Piper Tech to partially mitigate the loss of parking. City staff has responded favorably to this request and is drafting a lease agreement.

Camille's is also seeking a ten-year lease extension to finance remodeling of building improvements that are required by the franchisor. The remodeling project will include refurbishment of the interior of the restaurant, upgrades to restrooms to meet compliance with new American Disability Act (ADA) requirements, and parking lot improvements. The estimated investment is \$400,000 and will provide the restaurant with a fresh and upgraded appearance which is anticipated to increase sales revenue. The remodel of two other locations owned by Camille's increased their sales by ten percent.

The proposed extension will provide Camille's the assurance that the lease will remain in effect to amortize their investment over a seventeen-year period.

The current lease provides that Metro can cancel the lease if the Property is required for a public project, at no cost to Metro, with twelve months' notice. Metro will reimburse the tenant the unamortized cost of the proposed improvements if Metro cancels the lease prior to January 31, 2034. There are no pending public projects at this time that would require the use of the entire parcel.

Staff has negotiated an amendment to the lease that provides that the rent is reduced to \$16,200 per month beginning March 1, 2017 for two years. On March 1, 2019, the rent will be adjusted to the fair market rental value of the property as an operating restaurant at that time.

DETERMINATION OF SAFETY IMPACT

The recommended action will have no impact on safety.

FINANCIAL IMPACT

The lease is currently generating \$216,000 annually based on a monthly rental amount of \$18,000. The rental payment under the lease amendment will be reduced to \$16,200 per month or \$194,400 annually for the first two years of the lease extension after which time the rent will go to market rents.

Impact to Budget

Adoption of the recommended action will have no impact to the FY 17 budget for bus operations.

ALTERNATIVES CONSIDERED

The alternative to extending the current lease would be to do nothing and let the lease expire in 2024. This alternative is not recommended as the current tenant is an excellent tenant who provides a needed amenity to the area. There are no other restaurant chains in the immediate vicinity.

Another alternative would be to sell the property or enter into a long-term ground lease. This alternative is not recommended at this time, since a portion of the site is needed for the Patsaouras Fast Lane Project. Retaining the Property provides Metro with continued control over a key parcel of land located across the street from Metro Headquarters Building while also providing a significant income stream.

NEXT STEPS

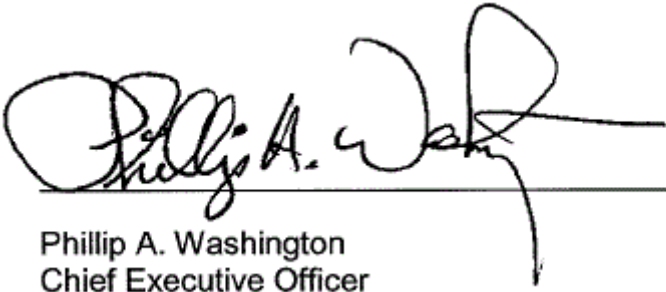
Execute the lease amendment with Camille's, subject to approval as to form by County Counsel.

ATTACHMENTS

- A. Denny's Plat Plan
- B. Summary of Lease Amendment Key Terms

Prepared by: Ken Pratt, Director, Union Station Property Management, (213) 922-6288
Calvin Hollis, Senior Executive Officer, Countywide Planning & Development, (213) 922-7319

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077



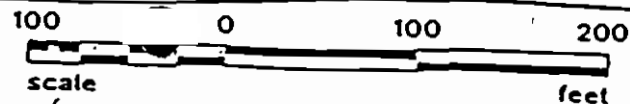
Phillip A. Washington
Chief Executive Officer

MTA GATEWAY
HEADQUARTERS

ST

LYON ST

ATTACHMENT A



VIGNES

RAMIREZ

FREEWAY APPROACHES

FREEWAY APPROACHES

PARCEL 1
35,330 SQ. FT.

MTA PROPERTY LINE

ST

MTA PROPERTY LINE

70'

Parcel 2 -
Proposed Flyover
15,143 SQ. FT.

75'

ST

EL MONTE

208'

BUSWAY

CENTER ST

ROUTE 101

SUMMARY OF LEASE AMENDMENT KEY TERMS

Provisions	Existing Lease	Amendment
Term	The existing lease will expire on January 31, 2019. The tenant has an option that would extend the term until January 31, 2024.	The term of this lease would be extended until January 31, 2034.
Rent	\$18,000 per month. On February 1, 2019, the rent will be adjusted to the fair market rental value of the property as an operating restaurant at that time.	\$16,200 per month. On February 1, 2019, the rent will be adjusted to the fair market rental value of the property as an operating restaurant at that time.
Tenant Improvements	N/A	Tenant will construct Tenant improvements, in the amount of \$400,000, and amortize these improvements over the seventeen (17) years of the lease term.
Termination	Metro can cancel the lease if the Property is required for a public project, at no cost to Metro, with twelve months' notice.	Metro can cancel the lease if the Property is required for a public project with twelve months' notice. If Metro cancels the lease prior to January 31, 2034, then Metro will reimburse Tenant the unamortized cost of the Tenant improvements



Metro

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

Board Report

File #: 2016-0948, **File Type:** Informational Report

Agenda Number: 33.

REVISED
CONSTRUCTION COMMITTEE
FEBRUARY 16, 2017

SUBJECT: WESTSIDE PURPLE LINE EXTENSION PROJECT - SECTION 1

**ACTION: AUTHORIZE THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE A
MEMORANDUM OF AGREEMENT (MOA)**

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute a **Memorandum of Agreement (MOA) with the City of Beverly Hills ("City") to accommodate construction of the Wilshire/La Cienega Station** and that requires Metro to (1) sell Parcel W-2307 located at 8421 Wilshire Boulevard to the City for the amount of \$15,845,000; and (2) to purchase back a ten (10) year temporary construction easement for the amount of \$2,345,000.

ISSUE

The Metro Board approved an MOA for the Westside Purple Line Extension Project - Section 1 ("the Project") for Advanced Utility Relocation work in the City in October 2014. As stated in that Board Report, Metro staff was to begin to draft and negotiate an agreement with the City for the Design/Build elements of the Project that are also located within the City. The attached MOA concludes the negotiations for the Design/Build elements of the Project. The MOA describes how Metro (and the C1045 Design/Build Contractor) will coordinate and cooperate in the construction of the Wilshire/La Cienega Station and related street restoration in the vicinity of the station.

DISCUSSION

Support of the design and construction of the Wilshire/La Cienega Station by various departments of the City is extremely critical to the Project being completed on schedule.

The MOA describes the roles, responsibilities and obligations of Metro and the City as it pertains to the construction of the Wilshire/La Cienega Station. The MOA specifies the procedures which Metro and the City will follow as it relates to such tasks as the permitting process, design reviews, coordination efforts, meeting attendance, inspections, traffic control, construction staging requirements, allowable work hours, environmental mitigations and other essential elements. The

MOA further describes the manner in which the City will be reimbursed for its costs related to such activities and support services.

The MOA also contains the agreement that Metro will sell Parcel W-2307 to the City for its fair market value of \$15,845,000 (subject to Metro concurrently obtaining a temporary construction easement for the term of construction at a cost of \$2,345,000). The sale of this construction staging site while retaining a temporary construction easement would achieve the following: 1) Metro would retain full control of the property during the construction period of the project; 2) sale proceeds would be used to provide a beneficial supplement to the project contingency and thereby promote the successful and timely completion of the project; and 3) the sale would assist Metro and the City in reaching agreement on the MOA without impairing Metro's long-term control of the property for construction purposes. The Federal Transit Administration (FTA) concurs in Metro's sale of the property to the City and use of the sale proceeds to increase the contingency budget for the Project.

DETERMINATION OF SAFETY IMPACT

This Board action will not have an impact on established safety standards for Metro's construction projects.

FINANCIAL IMPACT

Funds required in FY17 for this Board action are included in Project 865518 Westside Purple Line Extension Project - Section 1, in Cost Center 8510 (Construction Project Management), and Account Numbers 53101 (Acquisition of Building and Structure) and 53103 (Acquisition of Land). The approval of the MOA does not negatively impact the life-of-project budget. Since this is a multi-year project, the Chief Program Management Officer and the Project Manager will be responsible for budgeting costs in future years.

The net proceeds from the sale of Parcel W-2307 will be applied to the Project.

Impact to Budget

The sources of funds for the recommended action are Federal 5309 New Starts, Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan proceeds and Measure R 35%. These funds are designated for Westside Purple Line Extension Project - Section 1 and do not have an impact to operations funding sources. These funds were assumed in the Long Range Transportation Plan (LRTP) for the Westside Purple Line Extension Project. This Project is not eligible for Propositions A and C funding due to the proposed tunneling element of the Project. No other funds were considered.

ALTERNATIVES CONSIDERED

The Board may choose not to execute this MOA, however if the MOA is not executed, the City of Beverly Hills will not issue a permit for Contract C1045 Design/Build Contractor to begin construction of the Wilshire/La Cienega Station. This would potentially delay the Project.

NEXT STEPS

The next steps would be to consummate the sale of the property by executing a Contract of Sale and Temporary Construction Easement and opening an Escrow. Subsequent to the execution of the MOA by both parties, construction of the Wilshire/La Cienega Station will proceed as scheduled and the City will cooperate and proceed with required construction related activities

ATTACHMENTS

Attachment A - Memorandum of Agreement for Contract C1045 between the City of Beverly Hills and the LACMTA

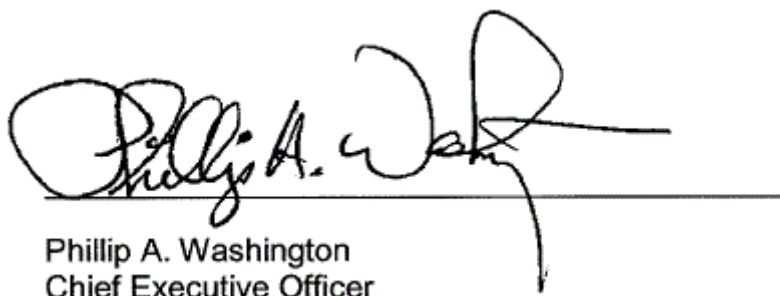
Prepared by:

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Rick Wilson, Deputy Executive Officer, Program Control (213) 312-3108

Reviewed by:

Richard Clarke, Chief Program Management Officer (213) 922-7557



Phillip A. Washington
Chief Executive Officer

**MEMORANDUM OF AGREEMENT
FOR CONTRACT C1045
OF THE PURPLE LINE EXTENSION PROJECT – SEGMENT 1
BETWEEN
THE CITY OF BEVERLY HILLS
AND
THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY**

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**MEMORANDUM OF AGREEMENT
FOR CONTRACT 1045
OF THE PURPLE LINE EXTENSION PROJECT – SEGMENT 1
BETWEEN
THE CITY OF BEVERLY HILLS
AND
THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY**

THIS MEMORANDUM OF AGREEMENT (“Agreement”), dated, _____, 2017 (“Effective Date”) is made by and between the Los Angeles County Metropolitan Transportation Authority (the “LACMTA”) and the City of Beverly Hills (the “City”), collectively referred to herein as “the Parties.”

**ARTICLE I
Recitals**

The City and the LACMTA desire to enter into this Agreement to accommodate Construction pursuant to the C1045 Contract; this is part of Segment 1 of the Purple Line Extension Project. This Agreement solely covers the C1045 Contract Construction required for the Project. The City and the LACMTA have entered into a separate agreement to cover the advance utility relocation work for the Project.

The Project is defined as a heavy rail project extending from the existing Wilshire/Western Station and traversing through the City of Los Angeles and the City of Beverly Hills and ending at the proposed La Cienega Station. The LACMTA has informed the City that the C1045 Contract Construction is necessary to build the La Cienega Station and tunnels as part of the Project. The La Cienega Station is the only station for the Project located within the jurisdictional boundaries of the City.

The La Cienega Station box will be located under Wilshire Boulevard immediately east of La Cienega Boulevard. A double crossover will be located east of the Station box and the Station entrance will be located on the northeast corner of Wilshire and La Cienega Boulevards. Since the Station will be the terminus station for Segment 1, a tail track will be located west of the Station box.

The scope of the C1045 Contract includes the demolition of existing buildings and the clearing of five properties within the City to facilitate the future Station entrance and Construction operations. The scope of work includes all excavation and Station Construction work including architectural finishes, mechanical and electrical systems and equipment including train control, traction power, communications, track work and the system tie-in to the existing Metro Purple Line, including testing and commissioning.

The C1045 Contract is a Design-Build Contract with the C1045 Contractor being responsible for the final Design and Construction of the C1045 Contract’s scope of work. The Parties desire to cooperate so that, among other things: (1) the C1045 scope of work is completed in a safe and

timely manner; (2) the City has assurances that it will receive reimbursements for its costs; (3) the City has assurances that the environmental and public safety impacts of the Project are mitigated to reasonable and equitable levels; (4) the City has assurances that, unless the Parties agree otherwise, the LACMTA complies with the requirements and standards of the Beverly Hills Municipal Code; and (5) the LACMTA has assurances that the City will issue permit(s) and review submittals in a timely fashion and perform all appropriate inspections.

By this Agreement neither party is conceding any legal position that it may assert regarding its rights to use, regulate, or construct in the public right of way in the City of Beverly Hills.

This Memorandum of Agreement for the C1045 Contract addresses the following:

- (a) designation of the City Representative and LACMTA Representative and the development of an emergency contact list;
- (b) procedures that the LACMTA and the City will follow in reviewing and approving plans, submittals, and permit applications associated with the C1045 Contract Construction, which may include the planning, designing and effecting the Rearrangement of City Facilities, City utilities and various other public and private utilities, including certain work outside of City Rights-of-Way, such as demolition of buildings;
- (c) manner in which the City will be reimbursed for its costs for activities associated with the Project;
- (d) Construction staging and traffic control requirements;
- (e) Allowable work hours and workdays, including the process for requesting work outside of the allowable work hours/days;
- (f) Noise and light spill mitigation measures;
- (g) Tree removal and replacement procedures;
- (h) Advance notification process for all construction activities, including any planned service interruptions, and establishment of a public phone line;
- (i) Inspection during Construction and enforcement and remedies for violations of mitigation conditions;
- (j) Operation and maintenance of City Facilities;
- (k) Indemnity, warranties and insurance requirements;
- (l) Federal and other requirements; and
- (m) Penalties for delays.

ARTICLE II

Term Of Agreement And Definitions

The term of this Agreement shall commence on the Effective Date and shall terminate when all C1045 Contract work within the jurisdiction of the City is completed and any Rearrangement of City Facilities is inspected and accepted by the City and a notice of completion is finalized and recorded.

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

- (a) “Approve” except as otherwise provided, means written approval by the City Representative or the LACMTA Representative or their designees, as applicable.
- (b) “Betterment” is defined as an upgrade (*i.e.* increasing capacity, capability, durability, efficiency or function) to an existing City Facility, Replacement Facility or component thereof, which is specifically identified by the City as a Betterment and requested by the City to be incorporated into the Project, or which is requested by the City and identified as a Betterment by the LACMTA and which the Parties agree is a Betterment before construction of the Betterment (whether constructed by the LACMTA or by the City or by their respective contractors), which will increase or upgrade the service capacity, capability, appearance, efficiency or function of such City Facility or Replacement Facility over that which was provided by the corresponding existing City Facility or Conflicting Facility. A Betterment may also include a redesign, upgrade, or modification to the appearance of the Project’s Design. Notwithstanding the foregoing, the following shall not be considered Betterments:
 - (i) An upgrade, which the Parties mutually agree, will be of direct and principal benefit to the Construction or operation of the Project;
 - (ii) An upgrade resulting from Design or Construction in accordance with applicable City Standards;
 - (iii) Measures to mitigate Construction impacts or environmental impacts identified in the Project’s Final Environmental Impact Report or Statement, any supplemental environmental reports or this Agreement and all attachments and exhibits herein;
 - (iv) Replacement of devices or materials no longer regularly manufactured with an equivalent grade or size (or as provided in the next sentence, a better grade or size), regardless of whether the replacement grade or size exceeds the City Standard. If an equivalent grade or size is not available, the next higher grade or size shall be used unless otherwise Approved by the City Representative;
 - (v) A Replacement Facility that is the consequence of changes made by the LACMTA or its designers/contractors after the release of the RFP;
 - (vi) Any Replacement Facility that is equivalent to the City Facility being replaced or surrounding City Facilities;

- (vii) Compliance with any permit conditions; and
- (c) “C1045” or “C1045 Contract” means the contract awarded by LACMTA for the Design and Construction of the stations and tunnels for Segment 1 of the Purple Line Extension Project.
- (d) “C1045 Contractor” or “Contractor” means the design build contractor, including its designers and subcontractors who have been contracted to design and construct the C1045 scope of work.
- (e) “City Facility” means City Rights-of-Way and real or personal property under the ownership or the exclusive operation of the City. City Facilities may include, but are not limited to, public streets, curbs and gutters, sidewalks, traffic signals, signing, roadways, bridges, retaining walls, alleys, water lines, storm drains, sanitary sewers, parking lots, parks, public landscaping and trees, traffic control devices/systems, street lighting systems, street furniture, benches, trash cans and public, police and fire alarm systems. City Facility does not include utility lateral lines that extend from a main line into private property.
- (f) “City Representative” means the person or persons designated by the City Manager pursuant to Article III of this Agreement, to represent the City who shall manage and coordinate interactions between the City and the LACMTA concerning the Project and each component thereof in a timely manner, in accordance with Article III. City Representative may include a Consultant.
- (g) “City Rights-of-Way” means real property owned by the City, whether title is held in fee, easement, right-of-way, or otherwise, whether recorded or unrecorded, including prescriptive rights and licenses.
- (h) “City Standard” means the City’s rules, regulations, ordinances, practices and codes of the City, including, but not limited to, standards, plans, specifications, general provisions and approved materials for public works projects that the City has documented in writing or has previously implemented. City Standards may also include published standards of appropriate, recognized professional organizations or requirements of the State of California or Federal Government.
- (i) “Conflicting Facility” means an existing City Facility, which the City and the LACMTA determine is so situated as to require Rearrangement in order to design and construct or operate the Project without adversely impacting the operation and maintenance of that City Facility.
- (j) “Construction” means the work of removal, demolition, replacement, alteration, realignment, building, fabricating, landscaping and all new fixed facilities to be built and systems and equipment to be procured and installed that are necessary to complete the Project in accordance with approved plans and specifications.
- (k) “Construction Staging Plans” means construction phasing/sequencing, which may include Traffic Management Plans developed for the C1045 Contract.

- (l) “Consultant” means the person, persons or entity contracted by the City for the purpose of performing work on behalf of the City, which is necessary to meet the City’s obligations under this Agreement. Consultant does not refer to the “Independent Compliance Monitor” for monitoring sound and other mitigation measure requirements that shall be mutually agreed upon by both Parties.
- (m) “Costs” shall mean all Direct and Indirect Costs incurred by the City and the LACMTA.
- (n) “Days” means calendar days including Saturdays, Sundays, and legal holidays. See also definition of Working Days.
- (o) “Design” means engineering, architectural and other design work and the resulting maps, plans, specifications, special provisions, drawings, calculations, computer software and estimates which are needed to construct the Project.
- (p) “Design Review” means the process of critical evaluation of plans and specifications by the LACMTA, the City and others as necessarily required to complete the C1045 Contract.
- (q) “Direct Costs” means labor costs, Consultant costs and costs of purchasing equipment and/or materials, without markup or overhead of any kind. Direct Costs may be determined by the City’s pre-existing labor costs standards which the City may revise on an annual basis.
- (r) “Effective Date” means the date set forth in the Preamble.
- (s) “Facility” means real or personal property now or in the future to be located within the City Rights-of-Way, including but not limited to, roadways, pipes, mains, services, meters, regulators and any equipment, apparatus and/or structure appurtenant thereto or associated therewith.
- (t) “Fiscal Year” means July 1 through June 30.
- (u) “Hazardous Material” means any material that meets the definition of hazardous waste set forth in California Health and Safety Code Section 25117.
- (v) “Independent Compliance Monitor” or “Compliance Monitor” means the LACMTA funded independent compliance monitor selected jointly by the LACMTA and the City to ensure compliance with the conditions and required mitigation measures for the Project pursuant to Article XVI of this Agreement.
- (w) “Indirect Costs” means administrative and overhead costs.
- (x) “La Cienega Station” or “Station” shall refer to the proposed Purple Line subway station to be constructed substantially under Wilshire Boulevard between La Cienega and San Vicente Boulevards within the City of Beverly Hills.

- (y) “LACMTA Representative” means the person designated by the Chief Executive Officer of the LACMTA pursuant to Article III of this Agreement to represent the LACMTA in all dealings with the City for purposes of this Agreement, in accordance with Article III.
- (z) “Project” means Segment 1 of the Purple Line Extension Project within the City of Beverly Hills.
- (aa) “Project Definition Documents” or “PDD” mean the C1045 Contract drawings, plans, and specifications provided to the City by the LACMTA, that define the anticipated scope of the C1045 Contract.
- (bb) “PDD Permit” means a permit approved by the City Council and issued by City staff that authorizes the LACMTA and its contractors to proceed with construction in a manner consistent with the Project Definition Documents submitted to and reviewed by the City.
- (cc) “Rearrangement” means the alteration, removal, replacement, reconstruction, support or relocation of a City Facility or portion thereof or Facility or portion thereof, whether permanent or temporary, which facility the LACMTA determines must be rearranged in order to complete the Project.
- (dd) “Replacement Facility” means a facility, which is constructed or provided under the terms of this Agreement as a consequence of the Rearrangement of a Conflicting Facility or portion thereof.
- (ee) “RFP” means the Request for Proposal issued by the LACMTA in connection with the C1045 Contract.
- (ff) “Segment 1” means the portion of the Purple Line Extension Project between Western Avenue and La Cienega Boulevard.
- (gg) “Station” or “La Cienega Station” means the LACMTA underground infrastructure required to access and support the operations of the Purple Line Extension Project, a heavy rail transit subway, generally bounded by La Cienega on the west, San Vicente on the east and within/below the Wilshire Boulevard right-of-way, including but not limited to the tail tracks or appendages under and within various sidewalks and an entrance located at the northeast corner of Wilshire and La Cienega Blvd.
- (hh) “Traffic Management Plan” means the various Worksite Traffic Control Plans and any other measures intended to mitigate traffic circulation, which may be included in Construction Staging Plans, for the various stages of Construction that the LACMTA may submit as part of its permit applications.
- (ii) “Work Order” means the document(s) which the LACMTA will issue to each appropriate City department, bureau, division or other constituent entity authorizing funding upon agreement by the Parties as to a defined scope of work and as to applicable Costs (Direct and Indirect). A Work Order document authorizes the City to perform work, and to be reimbursed therefor, on the preparation and/or review of Design submittals, operation plans, or other agreed to work plans, and to provide materials, labor inspection, and/or

Rearrangements under the terms and conditions of this Agreement. Work orders shall be issued to reimburse only actual allowable Costs with no profits.

- (jj) “Working Days” or “Work Days” means those days that Beverly Hills City Hall is open for business.
- (kk) “Worksite Traffic Control Plan(s)” means the plans depicting the stages of traffic control for each stage of Construction for the C1045 Contract.

ARTICLE III

Designation Of The City Representative And The LACMTA Representative; Emergency Contact List

The City Manager, with the concurrence of the City Council, shall designate as the City Representative a person, persons, the holder of specified offices or positions or a third-party Consultant or Consultants to act as the City Representative for the Project. The City Representative(s) will have the responsibility to manage and coordinate the City interaction with the LACMTA concerning the Project and each component thereof in a timely manner. The City may change its designated representative(s) by providing seven (7) Days written notice to the LACMTA.

The Chief Executive Officer of the LACMTA shall designate a person, or the holder of a specified office or position, to act as the LACMTA Representative for the Project. The LACMTA Representative will have the responsibility to manage and coordinate the LACMTA’s interaction with the City concerning the Project. The LACMTA may change its designated representative by providing seven (7) Days written notice to the City.

The City Representative(s) and the LACMTA Representative shall confer from time to time to coordinate the work required to complete the C1045 Contract.

The LACMTA Representative and the City Representative shall establish an emergency contact list. Contact information for all organizations involved in the Project or organizations that have Facilities in the Project area including agencies, utility companies, contractors, sub-contractors, consultants and any other entity shall be included. The Parties shall require that each organization shall designate an emergency contact process that provides for the availability of resources twenty-four (24) hours per Day/seven (7) Days per week in the event of an emergency.

ARTICLE IV

Permitting and Submittal Process

Concurrent with the City Council approval of this Agreement, the City Council has approved a PDD Permit with appropriate conditions of approval attached as Exhibit A.

The following process shall govern City review and approval of Design submittals that are consistent with the PDD Permit approved by the City Council:

- (a) Within ten (10) Working Days after receipt of a Design submittal (i) the City shall inform the LACMTA whether the documents, including the plans and

specifications, are complete for the City's technical review purposes, and (ii) if not complete, the City shall so notify the LACMTA and shall return the submittals to the LACMTA together with an identification of those portions that are not complete and a description of the missing information listing the deficiencies.

- (b) Within thirty (30) Days after the City deems the Design submittal complete, City staff shall complete its review, and (i) approve the Design submittal or (ii) transmit its comments in the form of a comment matrix and annotated plans (as appropriate) to the LACMTA.
- (c) Before the thirty (30) Day review period ends, the City and the LACMTA may mutually agree to an extension of the review period.
- (d) If the LACMTA wishes to pursue a Design submittal that is not consistent with the City Council-approved PDD Permit, then within thirty (30) Days after City staff has completed its review of the Design submittal, an agenda item will be included on the City Council's agenda in connection with a regularly scheduled meeting of the City Council where the Council shall consider whether to approve the Design submittal. The City Council may vote on the Design submittal or continue the matter to another meeting of the City Council. During consideration of the Design submittal, the City Council is permitted to impose conditions of approval for protection of the public health, safety or welfare. A Design submittal shall be considered consistent with the City Council approved PDD Permit if, in the sole opinion of the City Representative, it does not change the purpose of the permit, is de minimis and will not have material effects on City Facilities or City services or material adverse construction effects on adjacent properties.
- (e) Within seventy-two (72) hours after approval of the Design submittal by the City Council, the City must issue a revised PDD Permit or transmit a letter to the LACMTA approving the Design submittal, which shall include any conditions of approval.

The provisions of subsections (a) through (e) of this Article will also apply to any re-submittal of Design submittals by the LACMTA, whether in response to a City notice or return of incomplete Design submittals, or in response to the City's comments. Re-submittals shall include the City's comment matrix, the City's annotated plans and confirmation of comment resolution. The LACMTA will use its best efforts to ensure that the City's comments are resolved prior to re-submittal. The LACMTA may conduct comment resolution meetings to address concerns with the City's comments for the purpose of reaching a satisfactory resolution.

The LACMTA, its consultants, its contractors, including the C1045 Contractor, and respective third parties will be responsible for errors and omissions in the application materials, including plans, specifications, submittals and all other related contract documents that they prepare.

All changes required to accommodate differing existing site conditions are the responsibility of the LACMTA, its consultants and contractors.

ARTICLE V

Permit Fees

All Costs (Direct and Indirect) incurred by City staff or its Consultant(s) as a result of permit issuance, including without limitation, plan and/or Design review and approval, Construction inspection, coordination, and testing, will be reimbursed by the LACMTA through reimbursement procedures as provided for in this Agreement (see Article XI). Any fees imposed will be pursuant to City Standards in place at the time the fee is triggered. The City shall not enact new fees for the primary or sole purpose of imposing new fees on LACMTA or the Project.

The Design submittal and construction approval processes as set forth in this Agreement shall be in lieu of the requirements listed below. Any costs associated with the requirements listed below shall be reimbursed by LACMTA to the City through the procedures set forth in this Agreement.

- Excavation Permits
- Demolition Permits
- Potholing Permits
- Utility Permits
- Street Improvement Permits
- Encroachment Permits
- Holiday Season Restrictions
- Lateral Support Bonds
- Liability Insurance
- Street Damage Restoration Fees
- Engineering Process Fees
- Discharge of Excess Water into Street Permits
- Major Transit and Transportation Construction Impact Area Traffic Management Fees
- Peak Hour Exemption
- Lane Closure Permits (including Sidewalk Closure Permits)
- Staging Material Permits (Street or Sidewalk Closure)
- Overload Permits
- Storm Drain Permits
- Connection Permits
- Revocable Permits
- Revocable Encroachment Permits
- Overload Permits
- Building Material Permits
- Tree Removal Permits
- Tree Prune or Root Prune Permits
- Tree Planting Permits

Nothing in this Article relieves the C1045 Contractor from its obligation to pay the City's Business License Tax.

The LACMTA represents that the C1045 Contractor must comply with the City's Dewatering Ordinance, found at Section 9-4-610 of the Beverly Hills Municipal Code. Unless the City and C1045 Contractor mutually agree to an alternative compliance option, the agreed upon method by which the C1045 Contractor shall satisfy its obligations under the Ordinance is by obtaining a dewatering permit from the City and paying an annual replenishment fee. The City shall annually establish the replenishment fee amount, which shall be based on the City's cost (using Metropolitan Water District rates then in effect) to purchase an equivalent amount of water removed from the City Right-of-Way in furtherance of the Project, less the City's avoided costs to extract/pump and treat the water. The fee shall be paid by January 31st following each year that the C1045 Contractor undertakes dewatering activities.

ARTICLE VI

Design Criteria and Operation and Maintenance of City Facilities

The Design, Construction and/or relocation of temporary City Facilities, including utilities, street and sidewalk restoration, traffic control, and any repair, replacement, or other construction of City Facilities shall conform to the City Standards in effect at the time of PDD permit issuance, except as mutually agreed between the City and LACMTA. The Design and Construction of street and sidewalk restoration, traffic control, tree restoration, and any repair, replacement or construction of any other City Facilities, except for City utilities, for permanent use thereafter shall be located and constructed in accordance with applicable City Standards in place 180 days prior to the time permanent work begins. The City Standards and procedure for permanently relocating City utilities shall be governed by Article XXII. No work shall cause a material increase to maintenance and/or operation costs of the City. The City agrees that it shall not adopt any new City Standards, or otherwise amend or supplement any existing City Standards, for the sole or primary purpose of delaying or frustrating the Project. In the event that the City adopts any new City Standard, or otherwise amends or supplements an existing City Standard, the City shall immediately thereafter give notice to the LACMTA of the new, amended, or supplemented City Standard.

LACMTA agrees to be responsible, at LACMTA's expense, for operation and maintenance of City Facilities and other Facilities placed into a temporary condition as a result of the Project. The responsibility includes financial responsibility for any water quality or other regulatory violations that result from operation and maintenance problems with the City Facilities or other Facilities while they are in a long-term, temporary condition and remedying the cause of any such violations. The responsibility for operation and maintenance begins when the existing City Facilities or other Facilities are modified in any way or if access to existing City Facilities or other Facilities is not available due to Project related construction. The responsibility for operation and maintenance ends when the City Facilities and other Facilities are relocated/rearranged to their permanent location (if required by the City) and accepted in accordance with Article XXI. LACMTA further agrees to coordinate with the City and conduct utility operation or maintenance, including regulatory compliance measures, when the City Facilities or other Facilities are in a temporary condition.

ARTICLE VII

Betterments

At any time the City may request a Betterment to a City Facility or to LACMTA infrastructure, provided that a Betterment of LACMTA infrastructure requires LACMTA approval, which shall not unreasonably be withheld. Within 45 Days of the City's request, LACMTA shall clearly identify to the City any Design or Design change requested by the City that the LACMTA considers a Betterment. If the LACMTA fails to do so, then the City's requested Design or Design change shall not be considered a Betterment. Any Betterment requested by City staff is to be approved by City Council.

Any Design or Design change initiated by the City shall specifically identify any Betterment included in such Design or Design change.

It is understood and agreed that no Betterment may be performed in connection with the Project (whether designed or constructed by the City or by the LACMTA) which is incompatible with the Project or which cannot be performed within the constraints of applicable law, and/or any applicable governmental approvals. The City or a third party designated by the City shall bear the Cost of all Betterments. The LACMTA shall make all commercially reasonable efforts to obtain the best possible price for all Betterments requested by the City. The City may participate directly in any negotiations between the LACMTA and its contractor concerning the price of any Betterments.

ARTICLE VIII

City Rights-of-Way And Cost Liability

The LACMTA shall be responsible for the cost of all work associated with the C1045 Contract, including the cost of all Rearrangements and restoration of the City Rights-of-Way. If City Facilities will be relocated from the existing City Rights-of-Way to a new location that falls outside existing City Rights-of-Way, then the LACMTA, at no cost to the City, shall convey to the City a new right-of-way for such relocated City Facilities.

ARTICLE IX

Hazardous Materials

Upon discovery of Hazardous Material in connection with any work associated with the Project, the LACMTA shall immediately notify the City regarding the proper course of action for disposition of the Hazardous Material. The C1045 Contractor will handle, treat, and dispose of encountered Hazardous Materials in accordance with specifications in the C1045 Contract. The LACMTA or C1045 Contractor will comply with all laws regarding the disposition of any Hazardous Material disturbed, and the City shall not be responsible for any costs associated with such compliance.

ARTICLE X
“As-Built” Drawings

The LACMTA shall maintain a set of “as-built” plans of C1045 Contract Construction performed by the LACMTA during the progress of Construction, which shall be subject to City review. The contractor shall update the plans to incorporate all changes to the approved plans. Once the C1045 Contract Construction is approved by the City, the LACMTA shall arrange for the transfer of reproducible “as-built” drawings showing all City Facilities installed by the performing party within sixty (60) Days. All “as-built” plans shall be in a format that conforms to the electronic formats in use by the City.

ARTICLE XI
Manner In Which The City Will Be Reimbursed For Costs

The LACMTA agrees to reimburse the City in the manner provided by this Agreement for its Costs (Direct and Indirect) for all staff and Consultants performing work associated with the C1045 Contract consistent with this Agreement. Indirect Costs shall be computed based upon the maximum rates allowable under federal and/or state law. Unless the Internal Revenue Service or the California Public Utilities Commission issues regulations or rulings to the contrary, reimbursable Costs will not include taxes purportedly arising or resulting from the LACMTA’s payments to the City under this Agreement.

The City agrees to procure, and the LACMTA agrees to reimburse the City for, a third-party Consultant or Consultants who will assist the City in meeting its obligations under this Agreement. The Consultant(s) may include a team of individuals who provide a variety of services on behalf of the City, which, at minimum, shall include the following: 1) coordinating and facilitating plan review/approval and Construction management/observation; 2) observing and approving the installation of City Facilities; and 3) monitoring and enforcing the mitigation control measures provided in the Final Environmental Impact Report, this Agreement and its attachments and exhibits. In order to perform all services at a sufficient level, with the City’s approval, the Consultant may hire a sub-consultant or sub-consultants to perform specific services when necessary. The LACMTA shall only reimburse the City for Consultant(s) work that is performed in furtherance of the C1045 Contract.

City staff may oversee, review or comment on the work of the Consultant(s) and the City shall be entitled to reimbursement for such work. The LACMTA agrees to reimburse the City for Direct and Indirect Costs of City staff performing work or providing services associated with the C1045 Contract.

Notwithstanding the other provisions of this Article, LACMTA agrees that it will continue the current reimbursement procedure it has with the City whereby it deposits funds in the amount of \$250,000 into a City account for the City to draw down upon for the work it has performed in conjunction with the obligations set forth in this Agreement so long as the City provides an adequate accounting of its work. The LACMTA shall replenish said fund on a monthly basis so that \$250,000 is available in the City account from month-to-month. This reimbursement practice shall apply up until the annual work plan for the Fiscal Year ending June 30, 2017 is implemented, unless the Parties otherwise agree to continue or discontinue the current

reimbursement practice. Upon discontinuance of this reimbursement practice, reimbursement for Costs to the City shall be in accordance with the provisions detailed below in this Article for work covered by an annual work plan for Fiscal Year 2016-17 and all subsequent years.

To assist the LACMTA and the City in estimating the level of service to be provided for work associated with the C1045 Contract which will require work by the City and its Consultant(s) pursuant to this Agreement, the LACMTA and the City will cooperate to develop a mutually agreeable annual work plan for each Fiscal Year starting with Fiscal Year 2016-17 for which such work by the City will be required, in accordance with the following provisions:

- (a) Not later than February 28 of 2016 and each calendar year thereafter during the term of this Agreement, the LACMTA shall provide City with information regarding anticipated C1045 Contract requirements. The LACMTA's provided information shall include a list of each item of work that the LACMTA anticipates to request from the City for the C1045 Contract during the upcoming Fiscal Year and the estimated start and finish dates for the work item that the LACMTA anticipates to request from the City. Within thirty (30) Working Days after receiving the required information from the LACMTA, the City shall submit a preliminary annual work plan to the LACMTA for required work by the City during the upcoming Fiscal Year, which would include an estimated amount of money, via a Form 60 (a copy of which is attached as Exhibit B to this Agreement), that the City will require for reimbursement of work performed and purchase of requested items.
- (b) For each Fiscal Year, following the LACMTA's receipt of the preliminary annual work plans, the City and the LACMTA shall each negotiate in good faith such issues as are necessary in order to attempt to finalize such annual work plans, not later than April 30 prior to the commencement of such Fiscal Year.
- (c) For each Fiscal Year, within sixty (60) Days after the City's submittal to the LACMTA of the final annual work plans agreed upon by the Parties, the LACMTA shall issue to the City a Work Order identifying each item of work the LACMTA anticipates the City will perform through the end of the Fiscal Year, the amount of money the City and the LACMTA estimate that the City will be reimbursed therefore, and the anticipated schedule for performance of such work. For funding purposes, such Work Orders may be made effective as of the estimated work start date for the described activities upon the City's sign-off of the Work Order. The City and the LACMTA acknowledge that, due to the dynamics of the Project and related Construction, such Work Orders will be subject to amendments (including additions, deletions and modifications), and additional Work Orders may be issued throughout the Fiscal Year as deemed appropriate by the Parties and as approved by the LACMTA and the City by signing off the amendment to the Work Order or additional Work Order.

The LACMTA shall issue Work Orders to the City, following the City's submittal of an estimate in the form of a Form 60. Completion of the Form 60 is required by the LACMTA to authorize the performance of all work and the purchase of all materials and equipment required under the

terms and conditions of this Agreement. The City and the Consultant(s) may perform any work so authorized. Each Work Order shall specify the work to be performed, including the work by City staff and the City's Consultant described in this Article, and any materials or equipment to be acquired, the amount of money that the City will be reimbursed therefore, and a schedule, including the estimated starting and finishing dates for work so authorized. Work Orders shall include estimated schedules. The City shall not be authorized to do any work, and shall not be paid, credited or reimbursed for Costs or expenses associated with any work, not requested by a Work Order, unless otherwise mutually agreed in writing. The City shall not be required to perform any work not requested by a Work Order or not otherwise to be reimbursed pursuant to written agreement. The City shall be reimbursed for all Costs for work requested by a Work Order, regardless of whether such Costs exceed the agreed upon estimate.

The City shall submit billings for reimbursement of Costs as soon as practicable. Each billing shall be addressed to the LACMTA Representative, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid. The LACMTA shall reimburse the City for each submitted billing within sixty (60) Days of receipt.

City shall be reimbursed for all Costs incurred in developing and executing this Agreement and Consultant(s) contracts within sixty (60) Days of the date of this Agreement. City shall be reimbursed for all Costs incurred for work related to preparing and implementing the annual work plans within sixty (60) Days of the approval of the annual work plan by both the LACMTA and the City.

ARTICLE XII

Construction Staging, Traffic Control And Parking Requirements

Construction staging and traffic control requirements (including lane closures, street closures and hauling restrictions) shall be in accordance with the standards set forth in: this Article; all Construction Staging Plans, Traffic Management Plans, and Worksite Traffic Control Plans; the LACMTA's completed PDD Permit and submittals for the C1045 Contract at issue; and any conditions of approval included in a City-issued permit. To the extent that there is any conflict between those documents, the standards included in this Article shall control over the conditions in , the Construction Staging Plans, Traffic Management Plans, and Worksite Traffic Control Plans, the PDD Permit and any other City-issued permits. The Construction Staging Plans, Traffic Management Plans, and Worksite Traffic Control Plans shall all control over the PDD Permit and any other City-issued permits. Standards of other City-issued permits shall control over the PDD Permit.

The LACMTA and its consultants and contractors shall develop and submit to the City Worksite Traffic Control Plans that demonstrate vehicle, public safety vehicle, and pedestrian access within the Project area or approved detours at all times. The City Council hereby approves, as part of the PDD Permit, the following minimum criteria for Worksite Traffic Control Plans to be used when the LACMTA closes any traffic lanes. If after City Council approval, conditions necessitate additional criteria for Worksite Traffic Control Plans or revised Worksite Traffic Control Plans to protect public safety or accommodate business or resident needs that are immediately required, such plans may be approved by City staff.

The LACMTA shall comply with the following requirements:

- (a) Except as provided in the work hours matrix in Article XIII, the minimum traffic lane requirements for arterial streets (Wilshire Boulevard and La Cienega Boulevard) impacted by Construction activities shall be as follows: (1) three lanes in each direction between the hours of 7 AM and 9 AM; (2) two lanes in each direction between the hours of 9 AM and 4 PM; (3) three lanes in each direction between the hours of 4 PM and 8 PM; and (4) one lane in each direction between the hours of 8 PM and 7 AM. These minimum traffic requirements may be varied by an approved Worksite Traffic Control Plan that protects the surrounding neighborhood and promotes the free flow of traffic along the arterial streets.
- (b) The minimum traffic lane requirements for all other streets impacted by Construction activities shall be one lane in each direction, unless varied by an approved Worksite Traffic Control Plan that protects the surrounding neighborhood.
- (c) The Worksite Traffic Control Plans shall be designed to minimize traffic impacts on residential streets.
- (d) Parking, staging, or queuing of Project-related vehicles, including workers' vehicles, trucks, and heavy vehicles, shall be prohibited on City streets at all times, including for miscellaneous trips, outside of a permitted workspace identified in a Worksite Traffic Control Plan. The LACMTA shall notify the City thirty (30) Days in advance of any agreement for off-street parking with any owner of a private parking facility.
- (e) The Construction Staging Plans or Worksite Traffic Control Plans developed by the C1045 Contractor shall include a parking management plan that observes the conditions set forth in this Agreement.
- (f) On-street parking may not be used by the LACMTA for LACMTA vehicles or equipment unless the City and the LACMTA agree that such use is necessary. If the Parties agree that such use is necessary, then a parking control plan satisfactory to the City Representative shall provide for equivalent overnight replacement parking for removed residential permit parking spots at the nearest possible location to the location where parking has been removed. In the event that any on-street metered parking spaces are removed because the work is directly beneath the subject parking space or a Worksite Traffic Control Plan or other form of traffic control requires the removal of the parking space, including spaces removed by the City to provide loading or valet zones for impacted businesses, the LACMTA shall reimburse the City for the City's lost parking meter revenue due to the removal of the metered parking space. Additionally, the LACMTA shall mitigate the loss of metered parking spaces by making available an equivalent number of parking spaces in an off street parking facility located along Wilshire Boulevard between La Cienega and San Vicente Boulevards. If off street parking is not available along Wilshire Boulevard due to a street closure, then the LACMTA shall procure parking spaces in the nearest off street available facility. The parking spaces shall be provided for public use at a rate no greater than the metered parking rate. The LACMTA shall provide public notice of the availability of the

alternative parking spaces through consultation with businesses or the use of signage. The LACMTA shall further post appropriate signage on on-street metered parking spaces when Construction activities may restrict the use of a metered parking space.

The LACMTA and its Contractor shall ensure that the three off street parking structures located in 8484 Wilshire Boulevard, 8447 Wilshire Boulevard, and 8383 Wilshire Boulevard are not used for Construction-related parking one-hour prior to and one-hour after a Saban Theatre event. The Independent Compliance Monitor shall also verify compliance with this prohibition prior to all events at the Saban Theatre. The LACMTA shall coordinate with the City to ensure that Construction is scheduled in a manner that maintains adequate loading space for curbside valet parking during events at the Saban Theatre when valet parking is offered by the Saban Theatre.

(g) Temporary Street Closures and Detours:

Temporary full street closures are permitted upon thirty (30) day notice to the City only for the following work activities:

- Installation of piles across Wilshire Boulevard;
- Installation of decking; and
- Removal of decking.

Additional activities may be conducted concurrently with the above activities during a full street closure. The LACMTA shall comply with the work hours provided for in Article XIII of this Agreement during any temporary street closure. All detour routes during temporary street closures shall be subject to review and approval by the City. Detour routes must not use residential streets as depicted in Exhibit C. Advance public notification of street closures in accordance with the notification process outlined in this Agreement is required.

(h) The Construction Staging Plans and Worksite Traffic Control Plans shall include Pedestrian Access Plans which shall be approved by the City. Pedestrian Access Plans shall be subject to the following minimum criteria:

- Pedestrian access to buildings, including all entrances and box offices at the Saban Theatre, shall be maintained during all times that the buildings are open to the public.
- Pedestrian access between the Saban Theatre and all off-site parking lots used by its patrons shall be maintained for all events at the Saban Theatre.
- The LACMTA shall maintain all crosswalks between the Saban Theatre and those off-site parking lots during all events at the Saban Theatre, unless infeasible to do so. Whenever the LACMTA or its Contractor removes a crosswalk from service, the LACMTA shall establish and maintain temporary replacement crosswalks

unless the City determines that a replacement crosswalk is not necessary to maintain an adequate level of service.

- The sidewalk shall be used exclusively for pedestrian use and shall not be used for Construction activities or staging, unless Construction is taking place within the sidewalk.
- Sidewalks that are being maintained in a temporary condition shall meet the minimum coefficient of friction and meet the following criteria:
 - Sidewalks in a temporary condition in excess of 6 months shall be constructed of pre-cast concrete panels or cast in place concrete; unless pre-cast or cast in place concrete is infeasible and the City grants approval to use metal replacement panels or asphalt;
 - Sidewalks in a temporary condition up to 6 months shall be covered on a temporary basis by wooden “boardwalks” for a period not to exceed six months in any given area. Wooden boardwalks shall be constructed of a painted wood and, where required, handrails shall be finished and smooth. Wooden boardwalks shall be illuminated to City Standards;
 - During that period of time when the C1045 Contractor is installing piles and decking across and along Wilshire Boulevard, the C1045 Contractor shall protect pedestrians from debris, dust, and noise.
 - Temporary sidewalks and any sidewalk adjacent to Construction activities shall be illuminated to City Standards.
- Temporary lighting shall be set to turn on automatically when ambient light falls below City Standards.
- Sidewalks that are being maintained in a temporary condition shall meet then current standards required by the Federal Americans with Disabilities Act and similar California laws for sidewalks being maintained in a temporary condition.
- Temporary street light and traffic signal foundations outside of the Construction work zones shall be wrapped in an aesthetically pleasing material satisfactory to the City. Overhead electrical wiring shall be maintained in a neatly bundled condition.
- Sidewalk closures in accordance with an approved Construction Staging Plan or Worksite Traffic Control Plan are permitted only when necessary to facilitate C1045 Contract work, and when approved by the City and coordinated with the Saban Theatre.
- Unless subject to an approved closure or an approved width reduction, the minimum sidewalk width shall be five (5) feet and additional width shall be

required as necessary to protect the public safety and the operational needs of impacted properties within the Project area, when requested by the City. The C1045 Contractor shall endeavor to maintain the maximum width of sidewalk possible.

- Notwithstanding the foregoing, the sidewalk bordering the Saban Theatre shall be accessible to accommodate ingress and egress for all events at the Saban Theatre in accordance with Exhibit D. The minimum sidewalk width during all events at the Saban Theatre shall be sufficient to meet City Standards and all other applicable laws.
- All temporary sidewalks shall be adequately lit to protect public safety.
- Chain link fencing shall not be used as a protective barrier between Construction activities and sidewalks unless the sidewalk face of the chain link fencing is completely shielded by an opaque, aesthetically pleasing material satisfactory to the City. Opaque screening is not required at intersections, crosswalks or driveways when vehicular and pedestrian line-of-sight is required. Opaque screening can consist of vinyl graphics attached to the chain link fencing. Opaque screening can also consist of mesh privacy screens if they are well maintained and free of dirt, graffiti, or tears. However, if the City provides the LACMTA with visual documentation that a mesh privacy screen is dirty, vandalized, or torn on three occasions, then the LACMTA may no longer use mesh privacy screens to shield chain link fencing.

(i) Preliminary Haul routes and Overload routes:

Haul routes and overload/oversized vehicle routes must be reviewed and approved by the City. Hauling shall be prohibited on the residential portions of City streets. The following streets are designated for use by vehicles exceeding a maximum gross weight, including the vehicle and its load, of three (3) tons:

La Cienega Boulevard;

San Vicente Boulevard; and

Wilshire Boulevard (East of La Cienega only).

- (j) The LACMTA shall at all times provide adequate street access to public safety vehicles, including when lane or street closures are in place. All Worksite Traffic Control Plans shall demonstrate the manner in which public safety vehicles access properties within the Project area vicinity.
- (k) The LACMTA shall provide adequate street access to City service vehicles, including but not limited to trash pickup and street sweeping service vehicles, during planned service times.

Thirty (30) days after the LACMTA commences Construction, periodically thereafter, and at times of any full street closures the City shall review traffic levels on residential streets. If the City finds that Construction-related impacts have caused a material amount of traffic to divert onto residential streets, then the City shall notify the LACMTA of this traffic condition. Thereafter, the Parties shall work collaboratively to develop and implement additional mitigation intended to reduce residential street traffic caused by Construction. Such additional mitigation will be developed and implemented at the expense of the LACMTA. If after implementation of the additional mitigation the City finds that a material amount of traffic continues to divert onto residential streets due to Construction, the City may engage the services of a traffic engineer to conduct a study of residential traffic levels and develop further mitigation measures to reduce traffic on residential streets. The LACMTA shall pay for the services of this traffic engineer and mitigation of Construction related impacts.

ARTICLE XIII

Allowable Work Hours And Workdays

Allowable work hours and workdays, including after hours construction, holiday moratorium exceptions and peak hour exemptions shall be in accordance with the standards set forth in: this Article; the PDD Permit and submittals for the C1045 Contract; and any conditions of approval included in a City-issued permit. To the extent that there is any conflict between those documents, the standards of this Article shall control over standards included in the PDD Permit and submittals for the C1045 Contract and any other City-issued permit. Conditions of other City-issued permits shall control over the PDD Permit and submittals for the C1045 Contract.

The City and the LACMTA agree that the following shall apply, unless the Parties agree that it is unsafe to perform the scope of work in question under the requirements below:

Construction Activity	Weekdays	Weekends
Engineering (Survey / Potholing / Geotechnical Borings / Instrumentation & Monitoring)	7:00am to 4:00pm 8:00pm to 7:00am*	8:00am to 7:00pm*
Utility Relocations & New Utility Services	7:00am to 4:00pm 8:00pm to 7:00am*	8:00am to 6:00pm 6:00pm to 8:00am*
Pile installation & jet grouting (behind K-rail closures)/well installation and dewatering activities	7:00am to 8:00pm Breakdown, clean-up and other non-drilling activities may occur between 8:00pm and 10:00pm.	7:00am to 8:00pm Breakdown, clean-up and other non-drilling activities may occur between 8:00pm and 10:00pm.
Pile installation (across Wilshire)	Not Permitted	7:00am to 8:00pm Breakdown, clean-up and other non-drilling activities may occur between 8:00pm

		and 10:00pm.
Deck installation	Friday 8:00pm to Monday 7:00am (59 hours)	Friday 8:00pm to Monday 7:00am (59 hours)
Access through deck panels for material delivery and utility maintenance	<p>7:00am to 4:00pm (two lanes to be maintained in each direction along Wilshire Boulevard)</p> <p>10:00pm to 7:00am (one lane to be maintained in each direction along Wilshire Boulevard). The LACMTA shall present to the City a construction work plan, which shall contain noise, light and other types of targeted mitigation measures, for each activity conducted during these hours demonstrating that the activity will not have an unreasonable impact on the surrounding neighborhood. The City and the LACMTA shall jointly agree on the contents of each construction work plan. If any activity during these hours causes an unreasonable impact to the surrounding neighborhood, additional mitigation will be added to the construction work plan for that activity. If the unreasonable impact continues despite further mitigation, the City may require that activity to be conducted exclusively during the following hours: 7:00am to 4:00pm (one lane to be maintained in each direction along Wilshire Boulevard). When determining whether an impact is unreasonable, the City shall take into account the hour of day, the proximity to the work site, and other similar factors.</p>	<p>7:00am to 4:00pm (two lanes to be maintained in each direction along Wilshire Boulevard)</p> <p>10:00pm to 7:00am (one lane to be maintained in each direction along Wilshire Boulevard). The LACMTA shall present to the City a construction work plan, which shall contain noise, light and other types of targeted mitigation measures, for each activity conducted during these hours demonstrating that the activity will not have an unreasonable impact on the surrounding neighborhood. The City and the LACMTA shall jointly agree on the contents of each construction work plan. If any activity during these hours causes an unreasonable impact to the surrounding neighborhood, additional mitigation will be added to the construction work plan for that activity. If the unreasonable impact continues despite further mitigation, the City may require that activity to be conducted exclusively during the following hours: 7:00am to 4:00pm (one lane to be maintained in each direction along Wilshire Boulevard). When determining whether an impact is unreasonable, the City shall take into account the hour of day, the proximity to the work site, and other similar factors.</p>
Work conducted in the staging yards to support Station Construction or other	<p>7:00am to 6:00pm</p> <p>6:00pm to 7:00am. The</p>	<p>7:00am to 6:00pm</p> <p>6:00pm to 7:00am. The</p>

work within the staging yards	<p>LACMTA shall present to the City a construction work plan, which shall contain noise, light and other types of targeted mitigation measures, for each activity conducted during these night hours demonstrating that the activity will not have an unreasonable impact on the surrounding neighborhood. The City and the LACMTA shall jointly agree on the contents of each construction work plan. If any activity during these hours causes an unreasonable impact to the surrounding neighborhood, additional mitigation will be added to the construction work plan for that activity. If the unreasonable impact continues despite further mitigation, the City may require that activity to be conducted exclusively during the following hours: 7:00am to 6:00pm. When determining whether an impact is unreasonable, the City shall take into account the hour of day, the proximity to the work site, and other similar factors.</p> <p>If work conducted in the staging yards to support Station Construction or other work within the staging yards is limited to 7:00am to 6:00pm, then any dependent work requiring access through the deck panels for material delivery or utility maintenance on Wilshire Boulevard may be performed from 7:00am to 10:00pm while maintaining one lane in each direction, if required.</p>	<p>LACMTA shall present to the City a construction work plan, which shall contain noise, light and other types of targeted mitigation measures, for each activity conducted during these night hours demonstrating that the activity will not have an unreasonable impact on the surrounding neighborhood. The City and the LACMTA shall jointly agree on the contents of each construction work plan. If any activity during these hours causes an unreasonable impact to the surrounding neighborhood, additional mitigation will be added to the construction work plan for that activity. If the unreasonable impact continues despite further mitigation, the City may require that activity to be conducted exclusively during the following hours: 7:00am to 6:00pm. When determining whether an impact is unreasonable, the City shall take into account the hour of day, the proximity to the work site, and other similar factors.</p> <p>If work conducted in the staging yards to support Station Construction or other work within the staging yards is limited to 7:00am to 6:00pm, then any dependent work requiring access through the deck panels for material delivery or utility maintenance on Wilshire Boulevard may be performed from 7:00am to 10:00pm while maintaining one lane in each direction, if required.</p>
Deck Removal	Friday 8:00pm to Monday 7:00am (59 hours)	Friday 8:00pm to Monday 7:00am (59 hours)
Street Restoration behind concrete barriers for curb, gutter, bus pad and	7:00am to 8:00pm	7:00am to 8:00pm

sidewalk	Breakdown, clean-up and other quiet activities may occur between 8:00pm and 10:00pm. 10:00pm to 7:00am*	Breakdown, clean-up and other quiet activities may occur between 8:00pm and 10:00pm. 10:00pm to 7:00am*
Utility restoration work	7:00am to 4:00pm 8:00pm to 7:00am*	8:00am to 6:00pm 6:00pm to 8:00am*
Final street restoration	7:00am to 4:00pm 8:00pm to 7:00am*	8:00am to 6:00pm 6:00pm to 8:00am*

For activities not shown in the table above, the default work hours shall be as follows:

Weekdays	Weekends
7:00am to 4:00pm 8:00pm to 7:00am*	8:00am to 6:00pm 6:00pm to 8:00am*

The work hours designated by an asterisk may be permitted only for the following activities and by pre-approval of the City:

- Construction that will create planned service interruptions for water, electrical power, and sewer;
- Construction where the work zone is located in the intersection of Wilshire & La Cienega;
- Construction activities requiring the reduction of available traffic lanes on Wilshire Boulevard to one lane in either direction;
- Construction where the work zone is located in the sidewalk and building entrances or adequate pedestrian access cannot be provided; and
- Construction activities when the work zone requires the complete closure of driveways.

For those activities when Construction is permitted to begin at 7 AM, traffic control for those activities may begin at 6:30 AM on Wilshire Boulevard, La Cienega Boulevard, and San Vicente Boulevard. No other Construction is permitted during this one half hour time period.

Deck installation, pile installation across Wilshire Boulevard, and deck removal activities shall be completed exclusively during weekends when Wilshire Boulevard will be fully closed to traffic. Deck installation and pile installation across Wilshire Boulevard shall be completed over seventeen (17) consecutive weekends, and deck removal shall be completed over a separate

seventeen (17) consecutive weekends. If a holiday moratorium falls on a Friday, Saturday, Sunday, or Monday, then the C1045 Contractor will not close Wilshire Boulevard for the weekend, and that weekend will not count against the seventeen (17) weekends authorized for the phase of work. Wilshire Boulevard shall remain fully open during this period. Upon request by the C1045 Contractor, the City may permit the C1045 Contractor to work over a weekend that includes a holiday moratorium, and that weekend shall count against the seventeen (17) weekends authorized for the phase of work. The C1045 Contractor shall submit the request to the City six (6) months prior to the beginning of the phase of work.

The LACMTA shall pay the City fifty thousand dollars (\$50,000) per day, excluding a Friday or Monday, that the C1045 Contractor must close Wilshire Boulevard in order to continue work related to deck installation/pile installation across Wilshire Boulevard or deck removal beyond the respective seventeen (17) weekends authorized for each phase of work (i.e., beginning the Saturday of the 18th weekend). The City shall submit an invoice to the LACMTA for any amounts incurred pursuant to this paragraph, and the LACMTA shall pay the invoice within thirty (30) days of receipt. Funds received by the City for this purpose shall be expended on activities or programs reasonably related to mitigating or preventing construction impacts to businesses or residents. The LACMTA shall not be required to make payments to the City pursuant to this paragraph if the delay is caused by a Permitted Delay as defined in Article XXVII. If the LACMTA believes that a delay is caused by a Permitted Delay, the LACMTA shall provide documentation to the City demonstrating the basis for this conclusion accompanied by all available supporting evidence. If the City, after reviewing the evidence, finds that the delay was not caused by a Permitted Delay, then the Parties shall resolve the dispute in accordance with Article XXVIII.

As provided in Article V and Exhibit A, the C1045 Contractor must pay the City's Business License Tax in accordance with Article 2, Chapter 1, Title 3 of the Beverly Hills Municipal Code. For each day, excluding a Friday or Monday, that the C1045 Contractor completes work related to deck installation/pile installation across Wilshire Boulevard or deck removal and reopens Wilshire Boulevard prior to the conclusion of the 17th weekend authorized for each phase of work, the C1045 Contractor shall receive a credit of twenty-five thousand dollars (\$25,000) against the C1045 Contractor's total Business License Tax amount. The C1045 Contractor shall not receive a credit if the work is completed on the Sunday of the 17th weekend. Under no circumstances shall the total credit value exceed the Contractor's total Business License Tax amount.

The LACMTA shall provide the City notice of the start date of the full closure at the earliest possible time, but in no case less than thirty (60) days prior to the start of the full closure.

For any additional work hours, the LACMTA may file an application for an after-hours construction permit, which describes the type of construction activities that will take place during the hours authorized by the permit and provides justification, satisfactory to the City, that the after-hours construction is necessary for one of the five reasons set forth above. The City Council may approve an after-hours permit for additional construction activities.

If the City denies a request for an after-hours permit or additional authorized work hours for work that would conflict with a requirement of this Agreement to 1) maintain pedestrian or

driveway access during business hours, or 2) maintain minimum traffic requirements on Wilshire Boulevard, then the LACMTA may nevertheless conduct the work hours as shown in table above. In that event, the LACMTA shall identify to the City the conflicting requirement and shall identify to the satisfaction of the City how the LACMTA will minimize the duration of the conflict. Upon doing so, the LACMTA may proceed with the work hours shown in the table above.

Except when work is otherwise permitted by the City in accordance with this Article , no work shall be permitted during a holiday moratorium. For the purpose of this Article, a “holiday moratorium” shall mean:

- New Year’s Day
- Martin Luther King Jr. Day
- President’s Day
- Memorial Day
- The First Two Days of Passover
- Independence Day
- Labor Day
- Rosh Hashanah
- Yom Kippur
- Thanksgiving Day
- The Friday after Thanksgiving Day
- Christmas Day

The Independent Compliance Monitor (see Article XVI) shall be responsible for monitoring enforcement of the conditions of after-hours construction permits and enforcing available remedies pursuant to the procedures of Article XVII of this Agreement.

ARTICLE XIV

Noise Control Plans And Mitigation Measures

Noise control plans and mitigation measures shall be in accordance with the standards set forth in: this Article; Exhibit E, attached hereto (entitled “Metro 5-Step Noise Control Plan”); specific Noise Control and Noise Monitoring Plans; the LACMTA’s completed PDD Permit and submittals for the Project work at issue; and any conditions of approval included in a City-issued permit. To the extent that there is any conflict between those documents, the standards of this Article shall control over Exhibit E, specific Noise Control and Noise Monitoring Plans, the PDD Permit and other City-issued permits. Exhibit E and the standards of this Article shall control over specific Noise Control and Noise Monitoring Plans, the PDD Permit application and other City-issued permits. The conditions included in the PDD Permit shall control over specific Noise Control and Noise Monitoring Plans and other City-issued permits. Other City-issued permits shall control over specific Noise Control and Noise Monitoring Plans.

Noise Control Plans

The LACMTA, through its consultants, contractors, subcontractors or agents, shall follow the Metro 5-Step Noise Control Plan incorporated into this Agreement as Exhibit E. Additionally, the LACMTA, through its consultants, contractors, subcontractors or agents, shall develop specific Noise Control and Noise Monitoring Plans and submit such plans to the City Representative for approval.

In evaluating the effectiveness of specific Noise Control and Noise Monitoring Plans, the factors which may be considered include, but are not limited to, the following:

- A. The volume of the noise;
- B. The intensity of the noise;
- C. Whether the nature of the noise is Construction or non-Construction related;
- D. Whether the origin of the noise is natural or unnatural;
- E. The volume and intensity of the background noise, if any;
- F. The proximity of the noise to residential sleeping facilities;
- G. The nature and zoning of the area within which the noise emanates;
- H. The density of the inhabitation of the area within which the noise emanates;
- I. The time of the day or night the noise occurs;
- J. The duration of the noise;
- K. Whether the noise is recurrent, intermittent, or constant;
- L. Whether the noise is produced by a commercial or noncommercial activity; and
- M. The monitoring of noise levels.

Noise Control Measures

As part of the Metro 5-Step Noise Control Plan and specific Noise Control and Noise Monitoring Plans, the LACMTA shall employ the following noise control measures:

<u>Source</u>	<u>Noise Control Measures</u>
Backup alarms	When backup alarms are used, they shall be low impact alarms, which include manually-adjustable alarms, self-adjusting alarms and broadband alarms. Configure traffic pattern to minimize backing movement.
Slamming tailgates	No slamming tailgates. Establish truck cleanout staging areas as needed. Use rubber gaskets or functional equivalent or decrease speed of closure.
Pavement breakers (jackhammers)	Fit with manufacturer approved exhaust muffler. Enclose pavement breaker and cutting activities with a noise barrier fence.
Vibratory rollers and packers	The use of vibratory rollers and packers will be avoided near vibration sensitive areas and structures. The vibration sensitive areas and structures shall be determined by a structural engineer as

part of the preconstruction surveys and subject to verification by the City.

Drilling for Piles	No impact pile driving will be used.
Prolonged idling of Equipment	No idling of heavy equipment or vehicles when not in use. Locate equipment away from noise sensitive areas to the extent practicable.
Construction Operations Planning	No truck traffic shall be permitted on residentially zoned streets, except for access to laydown yards when necessary and only by using a route approved by the City. Use modern equipment equipped with state of the art engine insulation and mufflers, in accordance with all applicable City, State, and Federal standards. Where a generator is necessary, it shall be equipped with the best available technology to minimize noise. Operate equipment at the lowest possible power levels. Provide noise muffling enclosures for fixed equipment. Provide noise awareness training to contractors/workers. Use solar, battery powered, or hybrid equipment whenever practical. All staging areas shall be enclosed with a 20' minimum sound wall. Place plywood or dirt beds on all trucks or any other mutually agreed to effective noise mitigations when loading concrete or steel on beds of trucks.

The following path mitigation techniques shall be employed at all times to reduce the impact of construction noise:

- Use of temporary noise barriers and sound control curtains or an equivalent form of solid object to either destroy part of the sound energy by absorption, or to redirect part of the energy by wave deflection.
- All jackhammers, pavement breakers and saw cutters used at the Construction site shall be enclosed with shields, acoustical barrier enclosures, or noise barriers.
- Enclose activities likely to create a noise disturbance and enclose stationary equipment.
- Employ sound blankets over a movable fence for all night work, including the use of state-of-the-art technology where necessary to achieve no more than 5dBA above pre-existing ambient noise levels at the property line of the nearest residential building. If

sound blankets are to remain in place for more than five (5) Days, the LACMTA must seek approval from the City.

- Employ targeted noise mitigation when Construction is proximate to historic structures and may exceed 5dBA (Leq 15 min) above pre-existing ambient noise levels during business hours at historic structures.

If any activity conducted between the hours of 10 PM and 7 AM causes an unreasonable noise impact to the surrounding neighborhood, reasonable mitigation, agreed to by both parties, shall be implemented to reduce the impact to a reasonable level. When determining whether an impact is unreasonable, the City shall take into account the hour of day, the proximity to the work site, and other similar factors.

Targeted Mitigation During Decking Operations

The LACMTA shall present to the City work plans for the deck installation and deck removal activities that will require full closures of Wilshire Boulevard over separate seventeen (17) weekend periods. The work plans shall include targeted mitigation to prevent Construction-related noise from having an impact on performances at the Saban Theatre. Such targeted mitigation shall include, but not be limited to, the installation of a temporary sound barrier when necessary to prevent impacts on performances whenever Construction is within one hundred (100) feet east or west of the Saban Theatre. The temporary sound barrier shall be at least twenty (20) feet high and sufficient to block the line of sight between Construction occurring at street level and the highest point of the Saban Theatre, except for that portion of the building constituting the office tower, and wide enough to reasonably protect the Saban from noise interference, but in no case less than fifty (50) feet wide. The sound barrier may not be in place between 7 AM Monday and 8 PM Friday.

The temporary sound barrier shall be designed and approved by a noise engineer selected by the LACMTA and reasonably acceptable to the City. It shall meet performance standards sufficient to prevent Construction-related noise from exceeding an instantaneous maximum of 5 dBA above pre-existing ambient noise levels within the Saban Theatre auditorium when HVAC equipment and stage fans are on and all interior and exterior doors are closed for the performance, using the level established in the August 13, 2015, Saban Theatre Ambient Noise and Facade Noise Reduction Measurement Results prepared by CSDA Design Group (42 dBA Lmin).

With consent from the Saban Theatre, the Independent Compliance Monitor shall monitor noise impacts within the theatre's auditorium during live performances when the temporary sound barrier is in place. Construction noise levels shall not exceed an instantaneous maximum of 5 dBA above ambient within the auditorium when HVAC equipment and stage fans are on and all interior and exterior doors are closed for the performance (ambient of 42 dBA Lmin). The Independent Compliance Monitor shall only monitor Construction-related noise in the same location as measured to establish the ambient (i.e., at the rear center of the theatre, ground floor, with the microphone suspended from the balcony) using equipment that allows for instantaneous readings from a remote location. The LACMTA shall not be responsible for noise exceedances caused by a performance or the audience. The Independent Compliance Monitor shall enforce

the performance standard in accordance with its enforcement authority outlined in Article XVII, except that no monetary contribution shall be imposed against the LACMTA until the Independent Compliance Monitor documents exceedances via a sound pressure level time history and synchronized audio recording: one-second sampling is required for the time history and construction noise must be clearly audible and discernible in the recording.

Noise Control Monitoring

The LACMTA, through its consultants, contractors, subcontractors or agents, shall develop specific Noise Control and Noise Monitoring Plans that include all requirements contained in this Agreement and Exhibit E, which shall be subject to City approval.

Construction noise levels at all times will be limited to no more than 5 dBA above pre-existing ambient noise levels at the property line of any residential building (“the Noise Standard”). Noise monitoring will be evaluated on a 15-minute average noise level (Leq 15 min). Metro and the City shall jointly establish the preexisting ambient hourly noise levels at residential property lines on Tower Drive, Gale Drive, and Hamilton Drive that are closest to Wilshire Boulevard, as identified in Exhibit F, and incorporated herein by this reference. In the event that the Compliance Monitor identifies a potential violation of this Noise Standard at a property line where the ambient noise level has not previously been established: (1) the Compliance Monitor shall use the ambient noise level established at the nearest pre-existing monitoring location unless and until a new ambient noise level is established at the location of the potential violation; (2) LACMTA shall take the steps necessary to meet the Noise Standard at the location of the potential violation; and (3) LACMTA may elect to jointly establish with the City a new ambient noise level at the location of the potential violation. The Compliance Monitor shall then use the ambient noise level established at the pre-existing location or the newly established ambient level, as applicable, as the baseline for determining whether to impose a monetary contribution as provided for under Article XVII.

Operational Noise Control

At the time the Parties entered into this Agreement, the existing one-hour ambient octave-band noise levels (Leq) measured in the auditorium of the Saban Theatre are 54 dB @ 31.5 Hz, 49 dB @ 63 Hz, and 43 dB @ 125 Hz (for purposes of this Article, the “Baseline Levels”). Pursuant to the requirements of the Final EIR for the Project, Metro has directed that the Project be designed in such a manner so that one-hour groundborne noise and vibration levels (Leq) from operation of the Project (“Groundborne Noise”) will not exceed the Baseline Levels and therefore will not impact live performances in the auditorium of the Saban Theatre.

As part of its review of the Design and construction plans prepared for the Project, the City, at the expense of LACMTA, shall retain an acoustical engineer to review the proposed plans to ensure that the mitigation set forth in the Final EIR has been implemented and that Groundborne Noise is not expected to exceed the Baseline Levels.

LACMTA will require Groundborne Noise levels inside the Saban Theater be measured on a weekly basis during pre-revenue operations and systems testing. Thereafter, on a monthly basis during the first year of operation of the Station, the LACMTA will report readings of

Groundborne Noise. For the five years after the first year of operation, at the request of the Saban Theatre, but not more frequently than once a year, the LACMTA shall retest the existing noise levels in the Saban Theatre's auditorium by setting up a noise test using the same conditions and monitoring protocol used to determine the Baseline Levels. The LACMTA shall provide the results of such noise tests, if any, to the Saban Theatre within five (5) business days of the LACMTA's receipt of the test readings.

If the results of any monitoring reading indicate that the operation of the Purple Line subway has caused Groundborne Noise levels to exceed the Baseline Levels, then the LACMTA must, after consulting with the Saban Theatre, take available steps that the LACMTA determines in its sole discretion are reasonable, practical, feasible, and consistent with the LACMTA's ordinary practices to bring the Groundborne Noise at or below the Baseline Levels. The Parties recognize that any such remediation action that the LACMTA elects to undertake may be subject to LACMTA Board approval. If the Saban Theatre supports a different remedial action, the LACMTA staff will include in its staff report to the LACMTA Board an alternative to the LACMTA staff proposed action which describes the remedial action reasonably proposed by the Saban Theatre. If the LACMTA does not undertake any remedial action or the Saban Theatre is not satisfied with the remedial action taken by the LACMTA, the LACMTA recognizes that the Saban Theatre may pursue in a court of law claims for liability and damages that are independent of and do not arise from this Agreement or any breaches thereof.

The LACMTA shall meet with representatives of the Saban Theatre as necessary on a mutually agreed basis to implement the provisions set forth in this section.

The City may seek to enforce the terms of this section in accordance with Article XXVIII.

The Parties recognize that this section of Article XIV imposes obligations and rights that may come due or arise after this Agreement has expired. Accordingly, the Parties agree that this section shall survive any expiration or termination of this Agreement.

ARTICLE XV

Light Plans And Mitigation Measures

Light plans and mitigation measures shall be in accordance with the standards set forth in: this Article; the PDD Permit and submittals for the Project work at issue; and any conditions of approval included in a City-issued permit. To the extent that there is any conflict between those documents, the standards of this Article shall control over the PDD Permit. The conditions included in the PDD Permit shall control over other City-issued permits.

Lighting Spill Mitigation Measures

Construction activities during evening and nighttime hours may require the use of temporary lighting. To minimize the impact of temporary lighting on adjacent properties, the following mitigation measures shall be implemented:

- Lighting will be directed downwards and shielded. Care shall be taken in the placement and orientation of portable lighting fixtures to avoid directing lights toward sensitive receptors, including automobile drivers.

- Temporary lighting will be limited to the amount necessary to safely perform the required work and ensure pedestrian safety.
- In addition to minimizing light spill, sensitive receptors and motorists on public streets will not have direct views of the light source (glare) from construction lighting. Light sensitive receptors include but are not limited to residential areas.
- Light trespass shall not exceed one foot-candle above ambient light level as measured at any adjacent property.

ARTICLE XVI

Independent Compliance Monitor

The LACMTA shall fund an Independent Compliance Monitor to ensure compliance with the conditions and required mitigation measures covered under this Agreement, all exhibits attached hereto and any conditions of approval included in the PDD Permit or other City-issued permits. The Compliance Monitor shall be an independent contractor, not otherwise employed by the LACMTA or the City, and shall be selected jointly by the LACMTA and the City. The Compliance Monitor shall have no pre-existing relationship with either Party, unless this requirement is specifically waived by the Parties. The City, the LACMTA and the Compliance Monitor shall enter into a three party contract to engage the services of the Compliance Monitor. The Compliance Monitor shall invoice the LACMTA or the City for its work and subject to the City's and the LACMTA's verification and approval of the invoice, the LACMTA shall pay the Compliance Monitor. The engagement of the Compliance Monitor shall be for a term of one year, with said engagement to be reviewed annually by both the City and the LACMTA and subject to renewal by consensus of both the City and the LACMTA or to termination by either the City or LACMTA. Unless otherwise agreed to by the Parties, a Compliance Monitor shall be employed and on site during all hours which the C1045 Contract Construction within the scope of this Agreement is being performed. Nothing in this Article shall be construed to limit the ability of the City Engineer, City Representative, or Consultant(s) to notify or inform the LACMTA or the Compliance Monitor of any alleged violations of mitigation measures or conditions of approval.

ARTICLE XVII

Enforcement Of Permit Conditions And Mitigation Measures

When the Compliance Monitor finds that the LACMTA or its contractors have violated the terms of the PDD Permit for the work at issue or conditions and required mitigation measures covered under this Agreement and all exhibits attached hereto (collectively for the purposes of this Article "the Permit Conditions"), the Compliance Monitor shall provide documentation of the violation to both the City and the LACMTA within twenty-four (24) hours of the violation. The LACMTA shall provide a response to the nonconformance report within forty-eight (48) hours that shall include a description of the investigative actions taken to resolve the nonconformance, a description of the cause of the nonconformance, the actions taken or planned to correct the nonconformance, and the actions taken to prevent recurrence of the nonconformance.

The Compliance Monitor shall have the power to order compliance with the Permit Conditions. If the Compliance Monitor identifies two or more violations of the same Permit Condition with impacts on the same business, residence, or within a one hundred fifty (150) foot radius of the violation, within a ten (10) Day period, the LACMTA shall be required to make a monetary contribution into a fund established for the purpose of mitigating construction impacts on businesses and residents impacted by the construction:

Violation 2: \$15,000 per violation

Violations 3 or more: \$25,000 per violation

The City shall control the fund established by this Article and shall direct expenditures to mitigate construction impacts on businesses and residents upon finding a link between the violation and the impact to businesses or residents. This Article is in lieu of any other method set forth in the Beverly Hills Municipal Code for imposing monetary fines or penalties upon the LACMTA for violations of the Permit Conditions.

In addition to any monetary contributions required under this Article, the Compliance Monitor may order an immediate halt to the work causing a violation or prohibit work that would imminently and obviously cause a violation until the LACMTA, its contractors or other third parties take action to correct the violation and prevent the violation from being repeated. If the work is halted or prohibited, the Compliance Monitor shall not allow resumption of the work causing the violation or that would imminently and obviously cause a violation until the violation is resolved and will not be repeated. The Compliance Monitor may only preemptively halt the work if the work would cause a violation of a specific Permit Condition that leaves no room for discretion, such as a failure to utilize proper noise mitigation equipment or conducting work at an unpermitted time.

The Compliance Monitor shall also order a halt to any work that poses a clear and immediate threat to public safety. If work is halted for reasons of public safety, the Compliance Monitor shall not allow resumption of the work until the threat to public safety has been abated. This paragraph shall not be construed to limit the authority of any authorized safety engineer, inspector, or other person to halt any work that poses a threat to public safety.

The Compliance Monitor shall report to the City and the LACMTA on no less than a weekly basis regarding compliance with the required permit conditions and mitigation measures for the work covered by the scope of this Agreement.

ARTICLE XVIII

Tree Removal And Replacement

Tree removal will be avoided wherever possible. The LACMTA shall strictly comply with a tree removal and replacement plan that will ensure that any landscaping removed as a result of C1045 Contract Construction is eventually returned to its condition prior to removal. The tree removal and replacement plan shall substantially conform to the following requirements:

- New replacement trees shall be a 36” box of the same species and planted in the same location as the removed tree when not in conflict with new infrastructure, in which case the City’s arborist shall designate an alternative location and/or size;
- New replacement palm trees shall be a minimum 20’ in height;
- The LACMTA shall replace trees within six (6) months of restoration and completion of that portion of Wilshire Boulevard that may impact the tree. To the extent feasible, the LACMTA shall replace trees on an ongoing basis so long as doing so does not conflict with future C1045 Contract Construction; and
- The LACMTA shall mitigate the City’s lost value as a result of tree removal by compensating the City for the difference in lost value between removed trees and new replacement trees, with the difference in value determined using the TFM (Trunk Formula Method) as defined in “Guide for Plant Appraisal, 9th Edition”.

The LACMTA shall coordinate with the City’s arborist to ensure that the tree removal and replacement plan is executed to the satisfaction of the City’s arborist. The LACMTA or its contractor(s) shall maintain all trees landscaping installed by the LACMTA or its contractor(s) for a period of three (3) years from the date of planting and shall warranty the trees and landscaping for one (1) year after planting. Prior to the end of the one year warranty period, the City, LACMTA and its Contractors will conduct an inspection of all replacement trees and landscaping for general health as a condition of final acceptance by the City. If, in the City’s sole determination, a replacement tree or landscaping does not meet the health requirements of the City, then the LACMTA shall replace that tree within thirty (30) days. For any trees or landscaping that must then be removed, the original warranty shall be deemed renewed commencing from when the tree or landscaping is replaced.

ARTICLE XIX

Business Mitigation Assistance

The LACMTA shall implement business mitigation measures for the purpose of assisting those businesses financially affected by the C1045 Contract Construction performed under this Agreement. Business mitigation assistance will include, but is not limited to, the following:

- Advertising
 - Weekly advertisement in a local or regional newspaper
 - Social Media
 - Sign advertising in the event that the City Council authorizes the establishment of signs at the Project site
- Eat, Shop, Play (ESP) program
 - The ESP program allows businesses to advertise on Metro.net/purplelineext
 - ESP’s will be highlighted in The Source
 - ESP’s will be included in marketing materials
 - ESP’s will be included in local and regional publications
- Parking mitigation
 - Parking validation and other incentives for local businesses

- If the LACMTA's obligated replacement parking is unavailable, then the LACMTA shall participate in either a valet service or shuttle service to be provided by the City and reimbursed in part by Metro.
 - Signage advertising where and when parking incentives have been made available and how to access the parking
 - Social media shall be used to advise customers on alternate parking locations
- Communications and Outreach support
 - Provide an on-call public relations representative
 - Radio, print and social media advertising of detours during closures of Wilshire Boulevard
- Banners/signage
 - "Businesses Open During Construction" signage will be provided to all affected local business
 - The LACMTA will work directly with business owners to develop customized and appropriate signage
 - All LACMTA signage not related to traffic control or noise control placed in the City shall be mutually approved by the City and the LACMTA
 - Fund cost of production and installation of street banners promoting local businesses as approved by the City
 - Pedestrian-oriented wayfinding signage, including but not limited to, illustrations of parking areas and open businesses, will be provided in appropriate areas
- Marketing
 - The LACMTA will work directly with businesses to develop and procure marketing materials
- Public affairs representatives and consultants
- Additional lighting of the sidewalk can be provided during Construction to mitigate blight conditions caused by the Project or when not in compliance with the City Standard of no less than 1.2 foot candle
- Other urban design, mitigation, public outreach, lighting, and business assistance projects as mutually agreed upon by the Parties.

The LACMTA shall devote funding for such types of measures, in accordance with the following schedule:

- One hundred thirty-five thousand dollars (\$135,000) per month when piling or deck installation occur and one month prior to the start of each of these activities.
- Sixty thousand dollars (\$60,000) per month when other Construction activities occur.
- One hundred thirty-five thousand dollars (\$135,000) per month when deck removal or street restoration activities, including street restoration behind concrete barriers, utility restoration work, and final street restoration occur and one month prior to the start of each of these activities.

The LACMTA shall expend an additional five hundred thousand dollars (\$500,000) annually on business mitigation assistance if the C1045 Contract is not completed within one hundred twenty

(120) months from the date Construction begins, unless the delay is caused by a Permitted Delay as defined in Article XXVII.

The LACMTA also agrees to provide the following additional environmental and business mitigation, either as part of current LACMTA operations or by a third party as part of any contract awarded by the LACMTA for the C1045 Contract:

- Clean worksite and adjacent areas, including street sweeping, at least once each work day and remove and paint over graffiti within 48 hours of discovery
- Placement of large, clearly visible signage indicating that all businesses are open during construction at a location identified by the City

ARTICLE XX

Advance Notification Process And Establishment Of A Public Phone Line

The advance notification process and establishment of a public phone line shall be in accordance with the standards set forth in: this Article; the LACMTA's completed PDD Permit and submittals for the Project work at issue; and any conditions of approval included in a City-issued permit. To the extent that there is any conflict between those documents, conditions included in this Article shall control over the PDD Permit. The conditions included in the PDD Permit shall control over other City-issued permits.

The Project area is a sensitive area for residents, businesses, commuters, and visitors. The LACMTA and the C1045 Contractor and consultants will be required to minimize any inconvenience to the public and provide advance notification to the public of Construction activities and planned service interruptions. As soon as possible after executing this Agreement, the LACMTA shall develop a community outreach plan, satisfactory to the City. The plan shall include quarterly public meetings to provide Project Construction information to residents and businesses nearby the Project.

The LACMTA shall be responsible for all advance notifications to the public for work associated with the Project. The notification distribution area shall be reviewed and approved by the City. Project information and Construction notifications may be provided in multiple formats including, electronic mail, Project website, social media and on-street portable changeable message boards. All signage not related to traffic controls or noise control shall be mutually approved by the City and the LACMTA.

The LACMTA will continue to provide advance notification via mail or hand delivery for the following activities:

- a) Start of Each Major Construction Activity Listed in Article XIII (such as pile installation and street decking) and the Demolition of any Building
 - i) 21 calendar days – On street Changeable Message Signs (CMS)
 - ii) 14 calendar days (1st notice) – Mail or hand deliver
 - iii) 2 calendar days (2nd notice) – Mail or hand deliver

- iv) Updates via Eblast, website, Facebook and Twitter
- b) Utility Service Interruption
 - i) 30 calendar days – Mail or hand deliver
 - ii) 2 calendar days – Hand deliver
- c) Driveway Closure
 - i) 7 calendar days – Mail or hand deliver
 - ii) 2 calendar days – Mail or Hand deliver
- d) Sidewalk Closure
 - i) 7 calendar days – On-street signs
 - ii) 2 calendar days – Hand deliver to residents and businesses
 - iii) Updates via Eblast, website, Facebook and Twitter
- e) Lane Closure
 - i) 7 calendar days – On street Changeable Message Signs (CMS)
 - ii) Updates via Eblast, website, Facebook and Twitter
- f) No Parking
 - i) 7 calendar days – On street signs
 - ii) Updates via Eblast, website, Facebook and Twitter

On-street changeable message boards related to lane closures, driveway closures, sidewalk closures and parking restrictions will be located based on traffic engineering plans and documents. They shall be removed during periods when no changeable messages are required by this Agreement or the City of Beverly Hills. The requirements of this Article will be incorporated into traffic plans as they are submitted by the C1045 Contractor.

The LACMTA shall reimburse the City for the development and maintenance of a web application, which will include Project information for the duration of the Project. The website or web application may include information unrelated to LACMTA Construction.

The LACMTA shall provide to the City a monthly schedule of all proposed activities within the City.

Establishment of a Public Phone Line

The LACMTA shall establish and fund a toll-free phone line that is available twenty-four (24) hours a Day to respond to concerns related to construction disturbances within the City. This phone line shall incorporate a construction relations phone line prompt for immediate live response. Contact information for the public liaison person and phone line shall be included in all Construction notices. The LACMTA shall respond to complaints within forty-eight (48) hours of receipt and, where possible, shall address the complaint by corrective action in a timely manner. The LACMTA shall provide documentation to the City Representative that the

complaint was effectively resolved. The LACMTA will immediately log the complaint and immediately notify the City Representative and the Compliance Monitor.

At the City's own expense, the City may establish its own dedicated phone line, in addition to the LACMTA-established toll-free phone line. If the City establishes its own dedicated phone line, then all LACMTA notices and signs relating to Construction must include both the LACMTA's and City's phone numbers.

ARTICLE XXI

Inspection of City Facilities During Construction

The City and the LACMTA agree that all work on City Facilities will conform to standard policies and practices of the City as it relates to inspection, sampling, and testing. The LACMTA agrees to require adherence to such policies and practices by its contractors and will include those requirements in its contracts with its contractors.

Notwithstanding City inspection or approval of any Construction, all work performed by either party for Construction of the Project shall be subject to LACMTA inspection and final approval. The LACMTA also may inspect the Construction of Rearrangements to ensure that the work has been performed in accordance with the approved Designs.

All Rearrangement and Construction of City Facilities by the LACMTA shall be offered by LACMTA to the City for inspection. Reimbursement for inspection services shall be authorized by the LACMTA under an appropriate Work Order. Upon issuance of an appropriate Work Order, the City shall provide inspectors, who may be either City staff or Consultant(s), who will be available throughout Project Construction, at the LACMTA's expense and as needed to observe and inspect the Rearrangement of City Facilities so that upon completion of Construction, the City will have a basis for acceptance of the work. The City's inspectors shall coordinate with the LACMTA Representative and the LACMTA's contractors. The City's inspection shall also include planned field reviews for compliance with all requirements of this Agreement, including any relevant exhibits. Inspection will involve the verification of the safety and adequacy of vehicular and pedestrian access and circulation immediately adjacent to the Construction area, and maintenance of appropriate access to businesses, as provided in the Construction Staging Plans and Worksite Traffic Control Plans.

During any inspection, each party shall cooperate to quickly resolve any deviations from, or violations of, any approved plans discovered in the course of such inspection. The City will provide immediate verbal notice of any deviation, violation or nonconformance to the LACMTA's Construction manager as well as to the LACMTA staff (as designated by the LACMTA Representative), followed by a written notice not later than twenty-four (24) hours after discovery. Each notice shall include an explanation of the resolution desired by the inspector. Failure to provide notice shall not constitute a waiver by the City.

As soon as the work of any specific Rearrangement has been completed (and tested when called for by the approved Design), the party which performed the Construction work, shall notify the other party in writing that the Rearrangement is ready for final inspection. After notification is provided in writing, the inspection shall take place within twenty-four (24) hours of such

notification. The final inspection of any Rearrangement shall be attended by the LACMTA Representative and the City Representative, at the LACMTA's expense. Each party will provide to the other party's representative immediate verbal notice of any deficiencies or discrepancies in any Construction work or any other issues discovered in the course of the final inspection, followed by a written notice within five (5) Days thereafter. Each notice shall include an explanation of the resolution desired by the notifying party. Promptly upon completion of the City Facility Rearrangement (including if applicable, completion of any corrective work performed), the City shall furnish its written notice that Construction of the City Facility complies with Design submittals and City Standards. Notwithstanding the preceeding, the City's final inspection and acceptance of any City Facility shall not occur until the portion of Wilshire Boulevard that may impact the City Facility is restored and completed and all punch list items are closed, except in those instances when beneficial and exclusive use of a City Facility or utility is transferred to the City by mutual agreement prior to the complete restoration of Wilshire Boulevard within City limits.

Interim inspection of those City Facilities that will be covered, buried and/or no longer visible due to some future construction activity will have the appropriate level of City inspection performed and punch-lists created prior to cover-up.

ARTICLE XXII

Operation And Maintenance Of City Utilities

The LACMTA proposes to relocate and rearrange existing City owned utilities including, water distribution pipelines and facilities, sanitary sewer collection systems, storm drain pipelines, traffic signal systems, fiber optic communications facilities and street light systems. The LACMTA and the City recognize that relocation/rearrangement of City-owned utilities is necessary to accommodate the Construction of the La Cienega Station. The LACMTA and the City further acknowledge that certain relocated/rearranged City-owned utilities will remain within the limits of Station construction in a long-term, temporary condition and may rely on the Station excavation shoring system for support.

Upon completion of the La Cienega Station Construction, the City-owned utilities will be relocated into their permanent location and constructed in accordance with applicable City Standards, including standards for depth and materials. All permanently relocated City-owned utilities shall conform to the City Standards in place at the time the permanent relocation work begins. At its sole discretion, the City may allow certain utilities to remain in their long-term, temporary condition or location on a permanent basis.

LACMTA agrees to be responsible, at LACMTA's expense, for operation and maintenance of City-owned utilities in their temporary condition. The responsibility includes financial responsibility for any water quality or other regulatory violations that result from operation and maintenance problems while the utilities are in a long-term, temporary condition and remedying the cause of any such violations. The responsibility for operation and maintenance begins when the existing utilities are modified in any way or if access to existing utilities is not available due to Project related construction. The responsibility for operation and maintenance ends when the City-owned utilities are relocated/rearranged to their permanent location (if required by the City) and accepted in accordance with this Agreement. LACMTA further agrees to coordinate with

the City and conduct utility operation or maintenance, including regulatory compliance measures, when the City-owned utilities are in a temporary condition.

LACMTA and its contractors and consultants will be required to operate and maintain all utilities in accordance with City Standards and provide uninterrupted service to the maximum extent feasible by minimizing any utility service interruptions. Additionally, LACMTA agrees to provide emergency response twenty-four (24) hours per day, seven days per week, to utility operation and maintenance issues for the City-owned utilities under its control in accordance with City service standards.

Nothing in this Agreement shall be construed as providing the LACMTA authority to replace lateral lines that extend from a main line into private property because the City does not own such lateral lines. LACMTA shall be responsible for any damage to lateral lines during Construction. LACMTA shall promptly take corrective action to fix any damaged lateral lines. This provision is included in this Agreement for the benefit of property owners whose lateral lines are affected by the C1045 Contract.

ARTICLE XXIII

Indemnity, Warranties And Insurance Requirements

The LACMTA shall defend, hold harmless, and indemnify the City and its directors, elected officials, officers, agents and employees against any and all loss, liability, damage, or expense for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, wilful, wanton, reckless or negligent conduct arising out of or relating to the C1045 Contract. However, the City shall not be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. The requirements of this paragraph shall survive the termination of this Agreement.

The City shall defend, hold harmless, and indemnify the LACMTA and its directors, elected officials, officers, agents and employees against any and all loss, liability, damage, or expense for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, wilful, wanton, reckless or negligent conduct arising out of or in connection with the City's actual proprietary Design or Construction performance for any work or Betterment undertaken by the City pursuant to this Agreement. However, the LACMTA shall not be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. The requirements of this paragraph shall survive the termination of this Agreement.

The LACMTA shall maintain an administrative claims process throughout the term of this Agreement that may be initiated by filing a claim substantially in the form set forth in Exhibit G. The City shall make copies of Exhibit G available upon request at City Hall and on its website to any persons or businesses claiming damage caused by the LACMTA. The LACMTA shall inform the City of any claims submitted through the administrative claims process.

In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such

entities being parties to an agreement as defined by Section 895 of said Code, the Parties hereto, as between themselves pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, contract out of Section 895.2 of said Code and agree to indemnify and defend the other in accordance with the terms of this Article for the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such party would be responsible under this Article.

The LACMTA hereby warrants that Project work will maintain the structural integrity of all City Rights-of-Way and buildings adjacent to the Project for a period of at least two (2) years following completion of the C1045 Contract. The LACMTA hereby warrants Project Rearrangement work for at least one (1) year following the City's acceptance of any work. Said warranties shall require the LACMTA, its contractors and suppliers to warrant that any work shall be free from defect and include the City as a beneficiary of said warranties. Defects may include, but are not limited to, damage to the City Rights-of-Way and City Facilities caused by excavation activities or the failure of any Rearrangements. The LACMTA must promptly remedy or cause to be remedied any defect subject to the warranties. The LACMTA must include provisions for the warranties provided for under this Article in any contracts it enters into with contractors for Project work. Nothing in this Article shall be construed to limit or reduce the City's ability to claim that any Project work suffers from a latent or patent defect and to enforce any rights it may have to remedy a latent or patent defect. If warrantied work fails and is replaced, removed, or substantially rebuilt, then the original warranty on such work shall be deemed renewed commencing from when the warrantied work was replaced, removed, or rebuilt and accepted by the City.

Promptly, but no later than thirty (30) Days after the execution of this Agreement, the LACMTA shall cause and shall provide to the City a certificate to each of the following policies naming the City and the LACMTA as additional insureds: 1) unless otherwise mutually agreed by the Parties, Construction contractors shall provide evidence of insurance in at least the following amounts or any greater amounts otherwise required by law: \$2,000,000 in General Liability with an aggregate limit of \$4 million, \$2,000,000 in Workers' Compensation / Employer's Liability, \$10,000,000 in Combined Single Limit (CSL) in Auto Liability, and \$250,000,000 in excess liability coverage; 2) unless otherwise mutually agreed by the Parties, Design contractors shall provide evidence of insurance in at least the following amounts or any greater amounts otherwise required by law: \$2,000,000 in General Liability with an aggregate limit of \$4 million, \$2,000,000 in Workers' Compensation / Employer's Liability, \$10,000,000 (CSL) in Auto Liability, \$2,000,000 in Professional Liability, and \$250,000,000 in excess liability coverage. In the event of a cancellation or reduction of insurance, the contractors or suppliers shall be required to give at minimum thirty (30) Days prior written notice to the LACMTA and the City. The City recognizes and agrees that insurance can be provided through a contractor-controlled insurance program, or a program of self-insurance.

ARTICLE XXIV

Audit And Inspection

Upon reasonable notice, each party (and its authorized representatives) shall have reasonable rights to inspect, audit and copy, during normal business hours, and upon reasonable notice, the

other's records relating to its performance hereunder (and all costs incurred with respect thereto) for the C1045 Contract, from the date hereof through and until expiration of three (3) years after the accepted completion of the C1045 Contract, or such later date as is required under other provisions of this Agreement. By providing any of its records to the other party for examination, the party providing such records represents and warrants that such records are accurate and complete. The Parties shall mutually agree upon any financial adjustment found necessary by any audit. If the Parties are unable to agree on such adjustment, then the matter shall be resolved pursuant to Article XXVIII. The City and the LACMTA shall insert into any contracts entered into by the City or the LACMTA, respectively, for the performance of work hereunder the above requirements and also a clause requiring their respective contractors to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, subcontractors and suppliers, the records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

ARTICLE XXV

Federal And Other Requirements

This Agreement may be subject to a financial assistance agreement with the U.S. Department of Transportation, Federal Transit Administration, and is therefore subject to the following terms and conditions:

The City agrees to 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 the LACMTA from third parties, but only if the LACMTA provides to the City reasonable notice and evidence of such requirements demonstrating the City's requirements and obligations. In that event, the City shall permit the authorized representatives of the LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, and any other government agency providing funding or oversight on the Project, to inspect, audit and copy, during normal business hours and upon reasonable notice, all Costs and other relevant records relating to performance by the City, its contractors and subcontractors under any Work Order issued to the City for the Project or Rearrangements of City Facilities related thereto, from the date of this Agreement through and until expiration of three (3) years after the accepted completion of all Rearrangements for the Project, or such later date as is required by the rules and regulations of any such government agency (provided that the LACMTA gives reasonable notice of such later date to the City). 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, the City represents and warrants that such records are accurate and complete. The City shall insert into any contracts it enters into for the performance of work hereunder the above requirements and also a clause requiring the contractors (or consultants) to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, consultants, subcontractors and suppliers, the records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

No members of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

No member, officer, elected official or employee of the LACMTA, or of the City, 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 the LACMTA's and the City's knowledge, no board member, officer or employee of the LACMTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of the City; 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.

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.

In connection with the performance of this Agreement, the City will cooperate with the LACMTA so that the LACMTA may meet all applicable federal regulations imposed on the LACMTA with regard to the maximum utilization of disadvantaged business enterprises. Nothing in this Agreement shall require the City to adopt or implement a Disadvantaged Business Enterprise program or preference.

Without limiting any other provision of this Article, the City agrees to comply, and to cause all of its contractors who work on projects subject to this Agreement to comply with, all applicable nondiscrimination laws, rules and regulations, imposed on the City, whether imposed by Federal, State or local authority.

Both Parties understand that the Buy America requirements in Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661 ("Buy America") may apply to the procurement of certain manufactured products and other materials procured for use in the work outlined in this Agreement. If all good faith efforts are made to obtain and utilize Buy America-compliant material, but such material is not produced in sufficient and reasonably available quantities of a satisfactory quality (meeting the City's standards), the LACMTA will seek a waiver from the Federal Transit Administration pursuant to Part 661.7 of the Buy America regulations. The City will cooperate with the LACMTA, and provide supporting documentation, in pursuit of any such waiver from Buy America requirements. All costs of using Buy America-compliant material or material that is subject to a waiver request shall be borne by the LACMTA.

ARTICLE XXVI

Construction Review Deadlines And Delays

LACMTA shall provide to the City for its review and, as authorized by this Agreement, approval all Design and Construction plans included in Exhibit H and all Design and Construction plans falling within the categories outlined in Exhibit H. The City shall have the authority to approve

any Design and Construction plan that impacts a City Facility. In addition, the LACMTA shall provide to the City for its review any other Design and Construction plans requested by the City following the City's review of the Contract Data Requirements List (CDRL). Any changes to the CDRL shall be provided to the City following execution of this Agreement. Exhibit H may be amended from time to time to reflect material changes to the CDRL.

City shall complete its review and take action on any Construction submittals that are consistent with the PDD permit approved by the City Council within twenty (20) Days from the date a complete application is submitted to the City. City staff shall transmit its comments in the form of a comment matrix and annotated plans (as appropriate) to the LACMTA. If the City has not completed its review within that time, the LACMTA may provide the City notice to cure. The City shall have ten (10) Days to cure by completing its review after receipt of the LACMTA notice. If, in the City's sole discretion, the LACMTA or its contractor has submitted a construction submittal or series of submittals that cannot reasonably be completed within twenty (20) days due to the submittal's volume, complexity or other condition beyond the City's control, City staff shall provide notice within seven (7) Days of receipt of a submittal to the LACMTA of its inability to complete its review to the LACMTA. The City and the LACMTA shall thereafter mutually agree on a new deadline for the City to complete its review of any or all pending Construction submittals, provided that in no event shall the review period exceed 45 Days.

City shall complete its review and take action on any Requests for Information that are consistent with the PDD permit as approved by the City Council within seven (7) Days from the date a complete application is submitted to the City. If the City has not completed its review within that time, the LACMTA may provide the City notice to cure. The City shall have seven (7) Days to cure by responding to the Request for Information after receipt of the LACMTA notice.

City shall complete its review and take action on any Requests for Change that are consistent with the PDD permit as approved by the City Council within three (3) Working Days from the date a complete application is submitted to the City. If the City has not completed its review within that time, the LACMTA may provide the City notice to cure. The City shall have two (2) Working Days to cure by completing its review after receipt of the LACMTA notice.

If the City fails to meet the established deadlines in this Article and additionally fails to respond to the notice to cure established in this Article, and if the LACMTA demonstrates to the City that this failure constitutes an adverse impact to the Cost of the Project that is a direct result of the delays to the LACMTA's Construction contract's critical path work from the City's failure to meet the established deadlines, then the LACMTA may direct its contractor to perform the work, on a conditional basis pending the City's compliance.

If a Party or its contractor fails to meet any review deadline, then any affected time deadlines for the other Party or other activities under this Agreement or any Work Order shall be revised accordingly.

ARTICLE XXVII

Miscellaneous

Under no circumstances shall the City be liable to the LACMTA for damages to the LACMTA for delays associated with the Project work under this Agreement.

The Parties and their contractors shall timely commence, diligently prosecute and complete the Construction and other activities on or before the applicable deadlines established in this Agreement or in the respective Work Orders.

Neither Party shall arbitrarily or capriciously withhold or delay any action or approval required under this Agreement or necessary to complete the C1045 Contract.

In no event shall work be stopped in the event of a claim or dispute, except for reasons of public health or safety, or where the Independent Compliance Monitor orders a halt to the work pursuant to Article XVII (Enforcement of Permit Conditions And Mitigation Measures), or where it is absolutely necessary to first resolve the dispute in order to be able to continue work.

The LACMTA and its Contractor shall protect and maintain all basement walls, footing encroachments, and marquees of all buildings adjacent to the Construction work zone. The LACMTA and its Contractor shall also protect the structure and maintain the visibility of the Saban Theatre's marquee, except that the marquee may be temporarily obstructed from view during the installation of piles on the south side of Wilshire Boulevard between Gale Drive and Hamilton Drive and during deck installation and removal when the temporary sound barrier is in place.

The LACMTA shall meet and confer with representatives of the Saban Theatre as necessary to discuss coordination of Construction with Saban operations and events. This obligation shall include coordinating with representatives of the Saban Theatre prior to any utility service disruption to ensure that the utility disruption does not impact an event at the Saban Theatre.

The LACMTA has acquired property interests in several parcels within the City for use as Project staging areas and the Station portal. The LACMTA has acquired fee title to parcel number W-2307, located near the corner of Wilshire Boulevard and Gale Drive and more particularly described in Exhibit I (for purposes of this paragraph, the "Parcel"). Under the terms and provisions of the Contract of Sale and Escrow Instructions attached as Exhibit J, and the Temporary Construction Easement ("TCE") attached as Exhibit K, both of which will be contemporaneously executed by the Parties when they execute this Agreement, LACMTA will sell the Parcel to the City and the City will grant to LACMTA a temporary construction easement for the purposes set forth in Recital E of the TCE.

The City Representative or his or her designee, the City Engineer, and Consultant(s), as well as the Independent Compliance Monitor, shall at all times be permitted to enter the Project area, including LACMTA work sites, in order to conduct monitoring for compliance with this Agreement, mitigation measures, and C1045 Contract requirements. The City Representative, City Engineer, and Consultant(s) shall further be permitted to communicate any alleged

violations of this Agreement or mitigation measures or technical defects they independently identify to the LACMTA Representative and/or the Compliance Monitor.

The City has three lawsuits pending related to the Westside Subway Extension. These lawsuits include: *The City of Beverly Hills v. Los Angeles County Metropolitan Transportation Authority*, Case No. BS144164, (filed July 26, 2013); *City of Beverly Hills v. Federal Transit Administration et al.* CV 12-9861 (amended November 21, 2013) and *City of Beverly Hills v. Federal Transit Administration*, CV 13-8621 (filed November 21, 2013). The Parties acknowledge that nothing in this Agreement is intended to waive the causes of action or defenses asserted in those lawsuits or to relinquish or otherwise modify in any way the positions of the parties in those lawsuits.

Throughout the term of this Agreement, if the City plans to construct new facilities unrelated to C0145 work that would cross or otherwise occupy locations that might conflict with C1045 Construction, the City will coordinate the Design and installation of such facilities with the LACMTA.

Performance by any Party of its obligations hereunder (other than for payment of money) shall be excused during any period of "Permitted Delay." Permitted Delay shall mean and include delay beyond a Party's reasonable control (despite the good faith efforts of such Party), including without limitation, all of the following: acts of God; civil commotion; riots; strikes; picketing or other labor disputes; shortages of materials or supplies; damage to work in progress by reason of fire, floods, earthquake, or other casualties; failure, delay or inability of the other Party to act; and litigation brought by a third party attacking the validity of this Agreement.

Throughout the term of this Agreement, if the City plans to construct new City Facilities or maintain existing City Facilities unrelated to the Project that would cross or otherwise occupy locations that might conflict with C1045 Construction, the City will coordinate with the LACMTA to the extent feasible to minimize any conflicts between the Parties.

In recognition of the City's interest in neighborhood identity, the LACMTA agrees that it will not name a rail/subway station in the City without the City Council's Consent. The requirements of this paragraph shall survive the termination of this Agreement.

ARTICLE XXVIII

Resolution Of Disputes

Attempt to Resolve: In the event of a claim or dispute arising out of or relating to this Agreement, both Parties shall make good faith efforts to resolve the claim or dispute through negotiation or voluntary mediation.

Arbitration – No Work Stoppage: Failing a resolution through these "good faith efforts," or in the absence of good faith efforts to resolve, either party may serve upon the other a written demand for arbitration. The Parties shall, within ten (10) Days thereafter, or within such extended period as they shall agree to in writing, attempt to agree upon a mutually satisfactory arbitrator. If they are unable to agree, each party, prior to the expiration of the ten (10) Day or extended period, shall designate one person to act as arbitrator. The two designated arbitrators

shall promptly select a third arbitrator (“neutral arbitrator”) to form a three person panel. If either party fails to designate its arbitrator within ten (10) Days after the date of delivery of the demand for arbitration or the agreed extended period, or if the two designated arbitrators are unable to select a neutral arbitrator within five (5) Days after appointment, a neutral arbitrator shall be designated pursuant to Section 1281.6 of the California Code of Civil Procedure who shall hear the matter as the sole arbitrator.

California Law: Section 1283.05 of the California Code of Civil Procedure is specifically made applicable, but only with respect to those issues not involving work stoppage. A hearing date shall be set as promptly as possible following selection of the arbitrator(s). The arbitrator(s) award shall follow promptly the hearing’s conclusion, shall be supported by law and substantial evidence and the issuance of written findings of fact and conclusions of law. The making of an award failing to comply with the requirements of the immediately preceding sentence shall be deemed to be in excess of the arbitrator(s)’ power and the court shall vacate the award if after review it determines that the award cannot be corrected without affecting the merits of the decision upon the controversy submitted.

Arbitration - Work Stoppage: In the event that work is stopped and it is necessary to resolve a claim or dispute in order to resume work, either party may serve upon the other a written demand for arbitration. A neutral arbitrator shall be immediately designated pursuant to Section 1281.6 of the California Code of Civil Procedure.

Arbitrator: No person shall act as neutral arbitrator who in any way has any material financial or personal interest in the results of the arbitration. Failure to disclose any such interest or relation shall be grounds for vacating the award. Notwithstanding Sections 1282.2(b) and Section 1282(e) of the California Code of Civil Procedure (regarding postponement of the hearing), where work is stopped, the neutral arbitrator may not postpone nor adjourn the hearing except upon the stipulation of all parties to the arbitration. The arbitration may proceed in the absence of a party who, after due notice, fails to appear.

Compensation of the Arbitrator: Each party shall pay the expenses and fees of the arbitrator it selects. The expenses and fees of the neutral arbitrator shall be paid in accordance with the provisions of Section 1284.2 of the California Code of Civil Procedure.

California Arbitration Act: Except as is otherwise provided herein, any arbitration under this Article shall be governed by the California Arbitration Act.

ARTICLE XXIX

Additional Terms

This Agreement will be governed by and construed under the laws of the State of California without regard to conflicts of laws principles.

This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the within subject matter and contains the entire understanding between the Parties with respect thereto. Notwithstanding the preceding sentence, City of Beverly Hills Agreement No. 452-14 between the City and the LACMTA dealing with Advance Utilities

Relocation for the Project shall remain in full force and effect and the LACMTA shall remain liable for all fees for any permits processed before the effective date of this Agreement and any work performed on the permit applications.

This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document, which shall be binding and effective as to each of the Parties hereto.

Each individual executing this Agreement hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with the full power and authority to bind the party on whose behalf he or she is executing this Agreement to the terms hereof.

All notices and other correspondences between the City and the LACMTA shall be in writing, addressed as follows, and delivered personally or sent by certified mail, return receipt requested, or reputable overnight messenger service:

To City:	The City Manager City of Beverly Hills 455 N. Rexford Dr., Fourth Floor Beverly Hills, California 90210
With copy to:	The City Attorney City of Beverly Hills 455 N. Rexford Dr., Room 230 Beverly Hills, California 90210
To LACMTA:	Dennis Mori Executive Officer, Project Management One Gateway Plaza, 17 th Floor Los Angeles, California 90012
With copy to:	Charles Safer Assistant County Counsel One Gateway Plaza, 24 th Floor Los Angeles, California 90012

Notices given by certified mail shall be deemed delivered on the date of delivery or attempted delivery shown on the return receipt. Notices given by messenger or reputable overnight delivery service shall be deemed delivered one (1) business day after delivery to the messenger or overnight delivery service unless a later actual delivery date is confirmed by the records of the messenger or overnight delivery service, in which case that actual delivery date shall govern. Any signatory hereto may from time to time, by notice given to the other signatories hereto change the address to which communications to such signatory are to be sent or designate one or more additional persons or entities to which communications are to be sent.

Time is of the essence of each provision hereof in which time is a factor.

If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity of the other provisions of this Agreement shall in no way be affected thereby.

No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Agreement.

No waiver by any party of the rights, conditions, or the performance of any covenant or promise herein shall be effective unless contained in a writing signed by such party. No such written waiver shall reduce the rights or remedies of the Parties nor shall it invalidate this Agreement, nor shall it be deemed to be a waiver by such party of any other rights, conditions, or the performance of any covenant or promise (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by one party to exercise any right or remedy it may have by reason of the default of any other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right or remedy by such party while the other party continues to be so in default. No grant of a permit or extended hours shall be construed as a grant of any other permit or extended hours, nor shall it be construed as a commitment to grant additional permits or extended hours.

Except as otherwise expressly provided in this Agreement, the Parties do not intend by any provision herein to confer any right, remedy or benefit upon any third party (express or implied), and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

The Parties agree that specific performance and injunctive relief are available to enforce the rights of the Parties under this Agreement, including the provisions of any Construction Staging Plan or Worksite Traffic Control Plan or other measure developed pursuant to this Agreement.

The section headings used in this Agreement are for convenient reference only and shall not be used in construing this Agreement. The words "include," "including" or other words of like import are intended as words of illustration and not limitation and shall be construed to mean "including, without limitation."

WHEREOF, the Parties have caused this Agreement to be executed as of the dates set forth above.

City of Beverly Hills,
A Municipal Corporation

Los Angeles County Metropolitan
Transportation Authority

JOHN MIRISCH
Mayor of the City of Beverly Hills, California

By: _____
Its: _____

ATTEST:

Approved as to Form:

BYRON POPE (SEAL)

City Clerk

RONALD W. STAMM
Principal Deputy County Counsel

Approved as to Form:

LAURENCE S. WIENER
City Attorney

Exhibit A
PDD Permit and City of Beverly Hills Conditions for Approval

CITY OF BEVERLY HILLS
CONDITIONS FOR APPROVAL OF
SUBWAY CONSTRUCTION PERMITS

The following permit conditions (the “Permit Conditions”) shall constitute the terms of the Project Definition Documents (“PDD”) permit for the C1045 Contract work. The Permit Conditions are based on that certain Memorandum of Agreement between the City of Beverly Hills (the “City”) and the Los Angeles County Metropolitan Transportation Authority (the “LACMTA”) entitled “Memorandum of Agreement for Contract C1045 of the Purple Line Extension Project – Segment I” (the “Agreement”); all exhibits attached thereto; Worksite Traffic Control Plans, Traffic Management Plans, Construction Staging Plans, Noise Control and Noise Monitoring Plans, Tree Removal and Replacement Plans and other plans submitted by the LACMTA; the March 2012 Final Environmental Impact Report for the Westside Subway Extension (the “Final EIR”); and all completed permit applications and submittals for the scope of work at issue. Any conflicts between the Permit Conditions and those documents shall be interpreted and resolved pursuant to the applicable provisions of the Agreement.

The following Permit Conditions shall be enforceable by the Independent Compliance Monitor established by Article XVI of the Agreement to the fullest extent provided under Article XVII of the Agreement:

Construction Staging and Traffic Control

- The LACMTA shall abide by the provisions of Article XII of the Agreement, “Construction Staging, Traffic Control and Parking Requirements.”

Pedestrian Access and Sidewalk Maintenance

- The LACMTA shall abide by the provisions of Article XII of the Agreement, “Construction Staging, Traffic Control and Parking Requirements.”

Parking

- The LACMTA shall abide by the provisions of Article XII of the Agreement, “Construction Staging, Traffic Control and Parking Requirements.”

Hauling Routes

- The LACMTA shall abide by the provisions of Article XII of the Agreement, “Construction Staging, Traffic Control and Parking Requirements.”

Allowable Work Hours and Workdays

- The LACMTA shall abide by the provisions of Article XIII of the Agreement, “Allowable Work Hours and Workdays.”
- Unless work is otherwise permitted within the street during evening hours, full street access shall be restored at the end of each working day.
- The LACMTA shall comply with all conditions of any afterhours construction permit issued by the City.

Noise Mitigation Measures

- The LACMTA shall abide by the provisions of Article XIV of the Agreement, “Noise Control Plans and Mitigation Measures.”
- The LACMTA shall abide by Exhibit E of the Agreement, “Metro 5-Step Noise Control Plan.”

Light Mitigation Measures

- The LACMTA shall abide by the provisions of Article XV of the Agreement, “Light Plans and Mitigation Measures.”

Tree Removal and Replacement

- The LACMTA shall abide by the provisions of Article XVIII of the Agreement, “Tree Removal and Replacement.”

Advance Public Notification

- The LACMTA shall abide by the provisions of Article XX of the Agreement, “Advance Notification Process and Establishment of a Public Phone Line.”

Final EIR

- The LACMTA shall comply with all mitigation measures of the Final EIR applicable to the 1045 Contract Work.

Business Mitigation

- Clean worksite and adjacent areas at least once each work day and remove and paint over graffiti within 48 hours of discovery
- Place large clearly visible signage, at a location identified by the City, indicating that all businesses are open during construction.

Miscellaneous

- The LACMTA shall protect and maintain all basement walls, footing encroachments, and marquees of all buildings adjacent to the construction work zone.
- The LACMTA and its Contractor shall also protect the structure and maintain the visibility of the Saban Theatre's marquee, except that the marquee may be temporarily obstructed from view during the installation of piles on the south side of Wilshire Boulevard between Gale Drive and Hamilton Drive and during deck installation and removal when the temporary sound barrier is in place.
- The LACMTA's Contractor shall comply with the City's Business License Tax Ordinance. No Construction within the City of Beverly Hills may commence until the Contractor has paid the City's Business License Tax in full.
- The LACMTA or its Contractor shall ensure that all dewatering complies with the City's Dewatering Ordinance found at Section 9-4-610 of the Beverly Hills Municipal Code
- Chain link fencing shall not be used to construct the proposed fence located on the north side of the Station plaza and depicted on PDD Sheet 146.
- The closed-circuit television (CCTV) system monitoring the Station plaza and the Station's interior public spaces shall include a live feed provided to the City's Police and Fire Departments for safety purposes.
- To the extent possible, the Station's emergency generator shall reduce diesel exhaust from intruding onto private property.
- To the extent possible, grates shall be constructed away from the sidewalk
- Methane vents shall be located in tree wells where possible, and designed to be isolated from tree roots.
- Streetscape along La Cienega Boulevard north of the Station plaza shall be screened with landscaping at a height of 4' or less; to the extent possible, sidewalk grate along this area shall be placed on Metro-owned property.
- Evaluate and coordinate with City on joint development potential of Metro property.
- The LACMTA will be responsible for reviewing and approving the support of excavation's structural design for compliance with the LACMTA's design criteria provided in the PDD. No later than thirty (30) Days prior to the support of excavation and decking work (not including implementation of the traffic control plans required to allow potholing and pile installation behind K-rail), the LACMTA or the Contractor shall submit to the City a comprehensive Support of Excavation Final Design Package for review and comment, which will include as a minimum the following:
 - a) Geotechnical Report for the La Cienega Station Area
 - b) SOE Design Drawings & Calculations for La Cienega Station
 - c) Dewatering Design Report & Drawings
 - d) Wastewater Management Plan

- e) Building Settlement Assessment Report including analyses related to the Contractor's impact assessment for predicted dewatering and ground movements
- f) Utility Settlement Assessment Report
- g) Geotechnical Instrumentation Drawings
- h) Geotechnical Monitoring Threshold Report that outlines the maximum allowable values for the installed instrumentation
- i) Contingency Plan(s) that explain what actions will be taken if monitoring threshold values are exceeded. The Contingency Plan entitled "C1045 Contract La Cienega Station Support of Excavation Contingency Plan and Monitoring Threshold Report" dated February 21, 2017, and on file with the City's Public Works Department, constitutes the Project's final and approved Contingency Plan. The Contingency Plan may be amended from time to time by the LACMTA without City approval, except that any change affecting the junctures where dewatering or excavation must stop or the City's role or approval authority with respect to the plan shall require the City's written consent.
- j) Completed preconstruction survey reports for adjacent structures, including historic structures (subject to the structure owners written consent)

The Support of Excavation Final Design Package may be submitted to the City for review and comment in discreet submittals as they are completed. The City shall provide comments, if any, to the LACMTA, in the time and manner prescribed under Article XXVI for Construction submittals. To the extent permitted by law, the LACMTA or the Contractor shall provide copies of pre-construction surveys of historic properties to property owners for record only prior to any support of excavation work.

- The Contractor shall conduct weekly monitoring of the ground, buildings and utilities adjacent to the work area during the excavation, shoring and dewatering work. If building or utility movements exceed the threshold values specified in the approved Geotechnical Monitoring Threshold Report then the Contractor will evaluate the movement per the Contingency Plan. If settlement-related building damage is observed, then the Contractor and its engineer of record shall immediately investigate the cause and severity of the damage in accordance with the approved Contingency Plan. If the observed damage and geotechnical instrumentation data indicate that the structural integrity of the building is at risk, excavation shall be temporarily halted in the affected area. The Contractor and its engineering staff shall propose appropriate mitigation measures to safely rectify the problem, if necessary. Excavation in the affected area shall not resume until an evaluation is performed, mitigations are implemented to prevent further damage to the affected building, and the City is in agreement.
- In the event that a building within the City is proven to be significantly damaged by the Project, then the LACMTA shall provide the City with a report identifying the cause of the damage and the steps the LACMTA will undertake to fix the damage or compensate the property owner. In addition, if the damaged building is a historic structure, then the LACMTA shall undertake all remediation and restoration measures required by law.

In addition to the Permit Conditions provided above, the following standard permit conditions of the City shall apply to the permit for the 1045 Contract work.

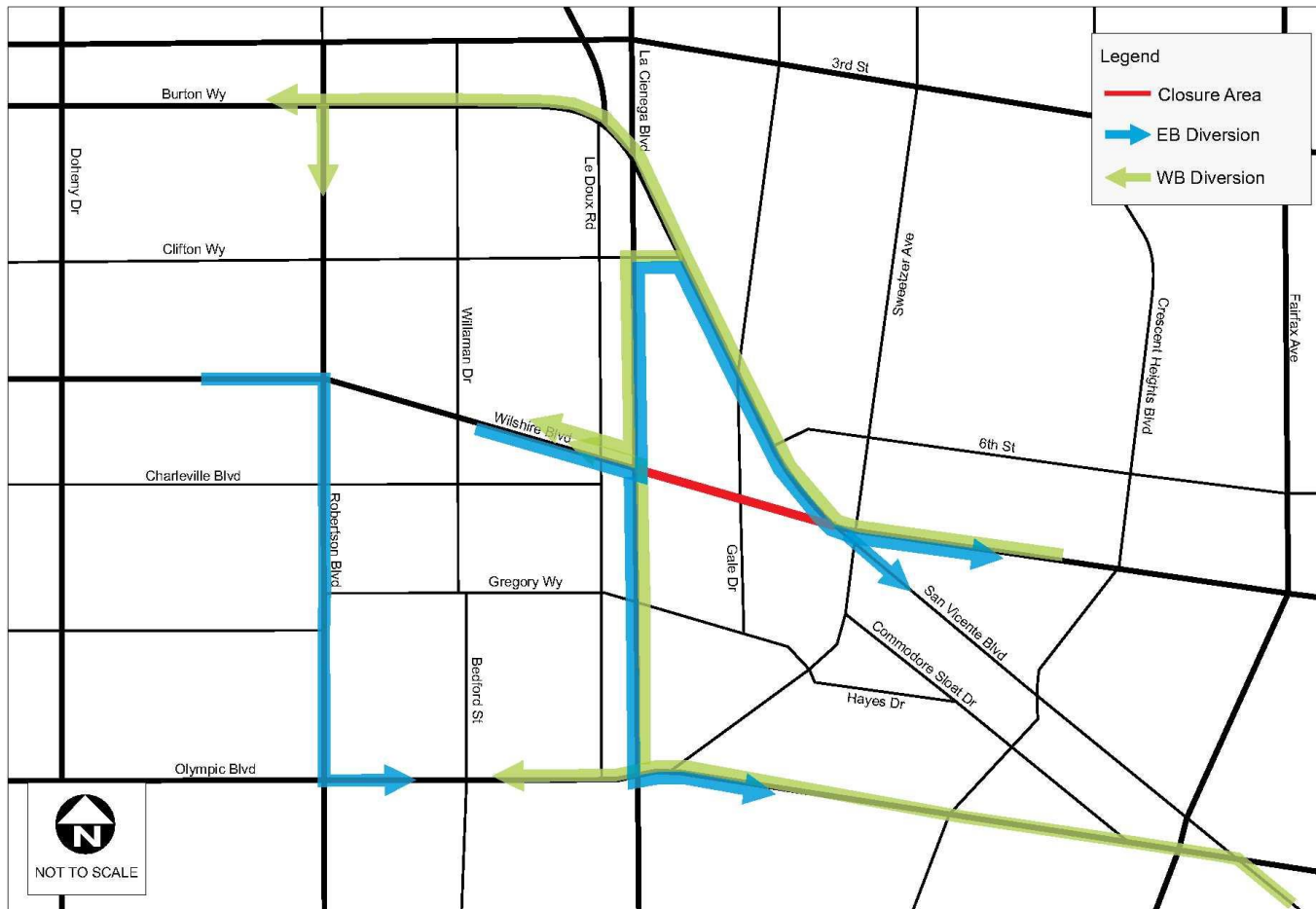
- Restoration of City facilities shall be per City Standards, as defined in the Agreement, City of Beverly Hills Standard Detail Drawings and approved plans.
- Trash collection service shall be maintained at all times. Applicant to coordinate work with appropriate trash collection service providers. Call Public Works Customer Service at (310) 285-2467 for service provider information.
- Contact Dig Alert prior to excavation.
- Schedule pre-construction inspection two (2) days prior to work on any City facilities. Contact: Mark Cuneo, City Engineer at 310-285-2557 or email: mcuneo@beverlyhills.org.
- Restore full street access at the end of each working day.
- Trench plates shall be recessed and secured per City standard drawings and requirements.
- Unsecured trench plates shall be re-secured within six (6) hours of notification from the City Representative, but in no case shall remain unsecured past the hours of 10 PM or during performances held at the Saban Theatre.
- Posting of “No Parking” signs indicating the dates and time of the parking restriction seven (7) days prior to work activity or as required by the City Representative.
- Contact parking enforcement to register parking restrictions 72 hours in advance of proposed restriction. Unregistered parking restrictions or parking restrictions with improperly maintained signage will not be enforced.
- Hauling that meets the following criteria may require engineering investigations, routing definition, coordination, police escort, and control of permit movement:
 - a. Loads in excess of 14 feet wide.
 - b. Loads in excess of 135 feet in overall length.
 - c. Loads that are of a weight that require:
 - i. More than a 13-axle, single-vehicle width hauling combination, or
 - ii. A 13-axle, single-vehicle width hauling combination with a load deck where the inner axles in the groups bordering the load deck are 40 feet or more apart, or
 - iii. Two or more side-by-side vehicles with a combined width of 14 feet or more supporting the load.
- Damage to public improvements as a result of permitted transport shall be reported to the Police Department immediately.

Exhibit B
FORM 60

CONTRACT PRICING PROPOSAL (Professional Services)		LACMTA "FORM 60"		PAGE 1 of 2	
Name of Proposer:		Service to be Furnished			
Home Office Address					
Project /Location (s) Where work is performed		Total Amount of Proposal		Contract No.	
DETAILED DESCRIPTION OF COST ELEMENTS					
1a. Direct Labor (Specify)	Est. Hours	Rate/ Hour	Est. Cost(\$)	Total Est. Cost	
Administration					
Construction Management					
Inspection					
1b. Overtime					
Total Direct Labor				\$ -	
2. Labor Overhead	O.H. (%)	x Base=	Est. Cost(\$)		
Labor Overhead					
Construction Labor Overhead					
Total Labor Overhead				\$ -	
3. Travel*			Est. Cost(\$)		
a. Transportation					
b. Per Diem or Subsistence					
Total Travel				\$ -	
4. Subcontractors/Subconsultants **			Est. Cost(\$)		
Total Subcontractors				\$ -	
Fee on Subcontractors					
5. Other Direct Costs *				\$0.00	
6. General & Admin. Expenses					
TOTAL ESTIMATED COST				\$ -	
7. Fee					
TOTAL ESTIMATED COST AND FEE				\$ -	
* Itemize on "Form 60" - Continuation Page					
** Attach LACMTA "Form 60" for all proposed subcontractors/subconsultants					

CONTRACT PRICING PROPOSAL (Professional Services) <i>Continuation Page</i>		LACMTA "FORM 60"	PAGE 2 of 2	
SUPPORTING SCHEDULE				
ITEM NO.	ITEM DESCRIPTION	Est. Cost (\$)	Total Est. Cost (\$)	
Travel:				
Other Direct Costs:	Reimbursables			
	Mileage			
TOTAL				
Type Name and Title:		Signature:		
Name of Firm:		Date:		

EXHIBIT C
Detour Routes During Full Closures of Wilshire Boulevard



Detour Routes During Full Closures of Wilshire Boulevard

EXHIBIT D
Saban Theatre Pedestrian Access Plan

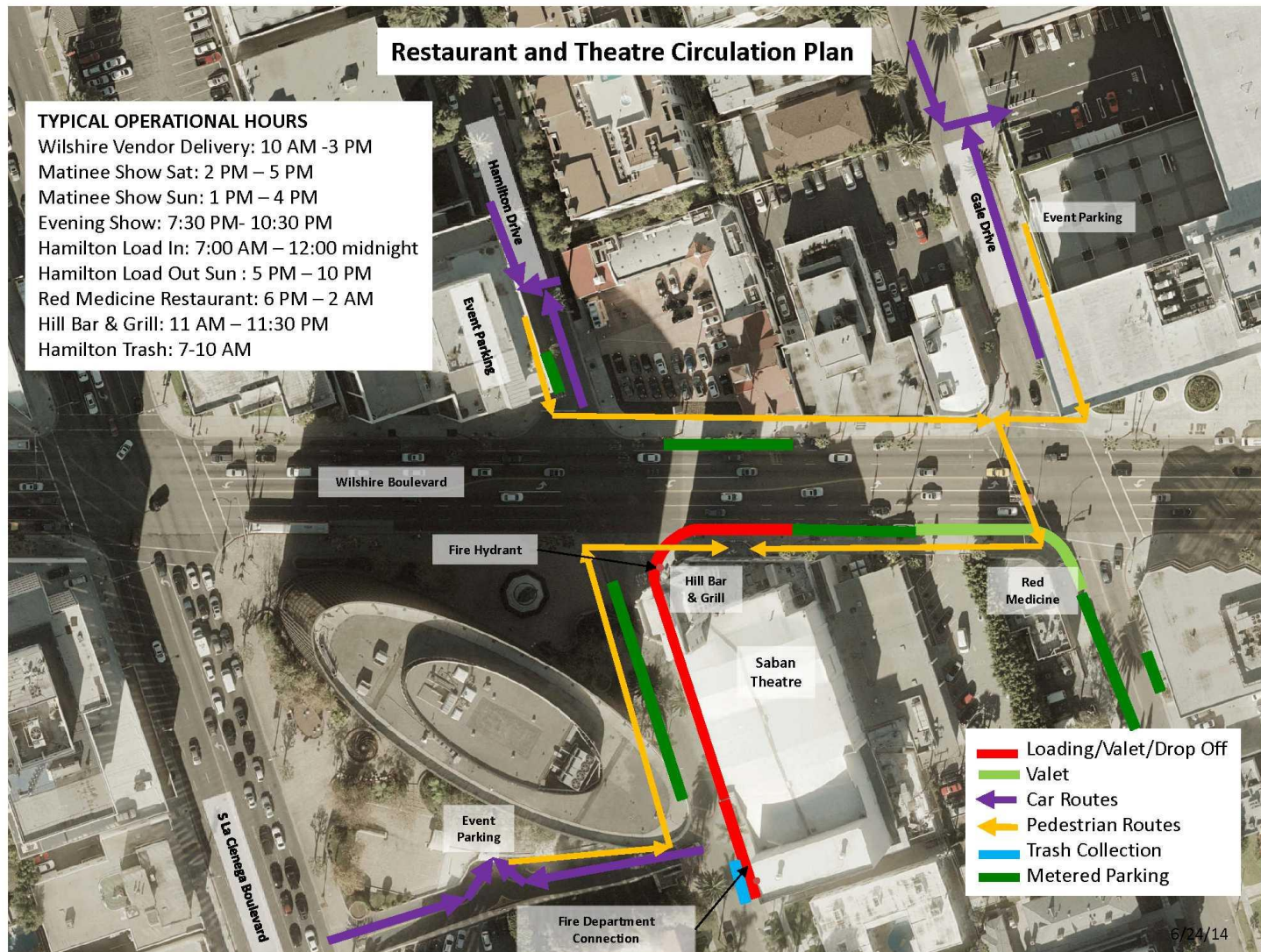


EXHIBIT E
Metro 5-Step Noise Control Plan

5-Step Noise Control Plan

1. Training
2. Scheduling of Noisy Activities
3. Noise Control Measures
4. Monitoring
5. Response

The measures contained in this 5-Step Noise Control Plan (“Plan”) are for Contract C1045 of the Purple Line Extension Project – Segment 1 between the City and Metro (“Agreement”). To the extent that there is any conflict between the Plan and the Agreement, the standards set for in the Agreement shall control over the Plan. Any omission of a noise mitigation measure or standard provided for in the Agreement shall not be construed as a waiver of that measure or standard.

Part 1 - Training

- 1.1 Employees must take Noise Awareness Training
- 1.2 Metro shall provide mandatory training to all construction personnel.
- 1.3 Emphasizes the importance of noise control
- 1.4 Inform workers that Metro is working under an agreement with Beverly Hills that governs work hours and noise mitigation standards and an After Hours Construction Permit with Beverly Hills
- 1.5 Discusses methods of limiting noise on the construction site:
 - (a) No yelling or loud music.
 - (b) No idling of equipment
 - (c) Avoid staging equipment in front of residences or other noise sensitive areas.
 - (d) Use Noise control measures such as noise blankets, quiet equipment, placing materials instead of dropping, etc.

Part 2 - Scheduling of Work

- 2.1 Schedule noisiest activities during daytime hours (however traffic and Theatre restrictions may require that some of this work occur at night). Examples of noisy activities include:
 - (a) Saw-cutting
 - (b) Pile-drilling
 - (c) Jack-hammering

2.2 When traffic conditions and work hours allow, schedule work between Gale and Hamilton so that the work has the least impact on restaurants and theatres.

2.3 Comply with all work hour restrictions contained in Article XIII of the Memorandum of Agreement for Contract C1045 of the Purple Line Extension Project – Segment 1 (“Agreement”).

Part 3 - Noise Control Measures

Noise Control Measures include:

Equipment

3.1 When a backup alarm must be used, use low impact backup alarms on equipment, which include manually-adjustable alarms, self-adjusting alarms, and broadband alarms. Ambient-sensitive self-adjusting backup alarms shall be strategically placed on vehicles to minimize engine noise interference.

3.2 Use modern equipment equipped with state of the art engine insulation and mufflers, in accordance with all applicable City, State, and Federal standards.

3.3 No generators larger than 950 KVA shall be used and, when a generator is necessary, it shall be equipped with the best available technology to minimize noise, including a sound attenuated enclosure with a silencer. Operate equipment at the lowest possible power levels.

3.4 Use solar-powered, battery-powered, or hybrid equipment, including generators and light stands (not engine powered) whenever practical.

3.5 Fit pavement breakers with manufacturer approved exhaust muffler

3.6 Use solar-powered or battery powered arrow boards to the extent practical.

3.7 Use nylon slings for lifting in lieu of chain fall, when permissible by CALOSHA.

Hauling/Staging

3.8 Configure traffic patterns to minimize backing movement.

3.9 Use Approved Haul Routes on Major Streets.

3.10 No truck traffic permitted on residentially zoned streets, except for access to laydown yards when necessary and only by using a route approved by the City.

Work Areas

3.11 Enclose pavement breaker and sawcutting activities with a noise barrier fence. Noise barrier fence shall include a STC rating of 25 or greater.

3.12 Provide noise muffling enclosures for fixed equipment.

3.13 To minimize slamming tailgates use rubber gaskets or equivalent or decrease speed of closure.

3.14 Place plywood or dirt beds on all trucks or any other mutually agreed to effective noise mitigations when loading concrete or steel on beds of trucks.

3.15 No slamming tailgates.

3.16 Establish truck cleanout staging areas as needed.

- 3.17 No impact pile driving will be used.
- 3.18 Locate equipment away from noise sensitive areas to the extent practicable.
- 3.19 Use noise control signage in work zone that states "Noise Control Zone."
- 3.20 Stage equipment away from residences, where possible.
- 3.21 No idling of heavy equipment or vehicles, when not in use.

3.22 The use of vibratory rollers and packers will be avoided near vibration sensitive areas and structures. The vibration sensitive areas and structures shall be determined by a structural engineer as part of the preconstruction surveys and subject to verification by the City.

- 3.23 No parking by construction staff on city streets.

Staging Areas

3.24 Noise barrier walls at all staging areas/lay-down yards to have a wall assembly of STC-25 or greater, and the ability to reduce noise by 5 dBA. Noise barrier walls shall be at least 20 feet in height.

3.25 Noise control signage in staging areas that state "Noise Control Zone" and "Slow Down."

Part 4 - Noise Monitoring

- 4.1 4 levels of monitoring:
 - (a) Metro
 - (b) Contractor
 - (c) Environmental consultant
 - (d) Independent Compliance Monitor

4.2 A trained Metro acoustic monitor shall verify that such activities do not generate noise greater than 5dB above ambient noise levels, when measured at the property line nearest to sensitive receptors.

4.3 Unless otherwise agreed to by the parties, a trained Independent Compliance Monitor shall be present on-site at all times when construction activities are being performed to verify compliance with all terms of this Plan and the Agreement, including verification that such activities do not generate noise greater than 5dB above ambient noise levels, when measured at the property line nearest to sensitive noise receptors.

4.4 The Independent Compliance Monitor shall exercise all of the powers conferred upon it by Article XVII of the Agreement.

4.5 Acoustical engineer interprets results, prepares monthly compliance reports, provides input/comments. Monthly compliance reports will be provided to the City of Beverly Hills, and are available to others upon request.

4.6 Construction noise at night must be limited to no more than 5 dB above the ambient noise levels jointly agreed to by the City and Metro. In addition, if any activity conducted between the hours of 10 p.m. and 7 a.m. causes an unreasonable noise impact to the surrounding neighborhood, reasonable mitigation, agreed to by the City and Metro, shall be implemented to reduce the impact to a reasonable level. When determining whether an impact is unreasonable, the City shall take into account the hour of day, the established ambient level at the closest receptor, the proximity to the work site, noise sources not related to the project, and other similar factors.

4.7 Metro and the City shall jointly establish the preexisting ambient hourly noise levels at residential property lines in accordance with Article XIV of the Agreement.

Part 5 - Response

- 5.1 24-hour hotline and email.
- 5.2 Hotline will be monitored by a live person.
- 5.3 Contact information is provided to the community via:
 - (a) All project materials
 - (b) Signs
 - (c) Website
 - (d) Social media channels
 - (e) E-mail

EXHIBIT F
Ambient Noise Testing Sites

Ambient Noise Testing Sites



EXHIBIT G
LACMTA Claims Form



Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

Dear Claimant:

In order to file a Claim for Damages you must fill out the enclosed form as completely as possible, using blue or black pen. Be sure to include your current address, telephone number and signature in spaces provided. In case of automobile damage, only the registered owner may present a claim for repairs and must sign the form.

Mail your completed form to:

BOARD SECRETARY'S OFFICE – LEGAL SERVICES
Los Angeles County Metropolitan Transportation Authority (Metro)
One Gateway Plaza, M/S 99-3-1
Los Angeles, CA 90012- 2952

After your claim is processed our Insurance Adjuster will contact you in approximately ten days.

NOTE: NO PAYMENT WILL BE MADE UNTIL IT IS DETERMINED THAT METRO IS LEGALLY RESPONSIBLE FOR YOUR DAMAGES.

Thank you for the opportunity to assist you in this matter.

Enclosed: Claim for Damages Form

Claim for Damages

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-3-1, Los Angeles, CA 90012-2952

Please type or print.

CLAIMANT INFORMATION

Last Name _____ First Name _____ Middle Name/Initial _____
Occupation _____ Social Security Number _____ Birth date _____
Street Address _____
City | State | Zip _____ Telephone Number _____

IF CLAIMANT IS A MINOR: PARENT OR GUARDIAN INFORMATION

Last Name _____ First Name _____ Middle Name/Initial _____
Street Address _____
City | State | Zip _____ Telephone Number _____

IF YOU HAVE AN ATTORNEY: ATTORNEY INFORMATION

Last Name _____ First Name _____ Middle Name/Initial _____ Telephone Number _____
Street Address _____ City | State | Zip _____

FOR OFFICE USE ONLY

Claim number & Receipt date

INCIDENT INFORMATION

Please indicate if you were a Metro bus or Metro rail passenger: ☐ Yes ☐ No

- ☐ bus ☐ rail ☐ platform ☐ parking lot ☐ bus stop ☐ terminal ☐ other _____
- Other than bus or rail car, vehicle description _____
- Accident date _____ Time _____ Location _____
- Direction _____ On which street _____ Cross-street _____
- Speed _____ Weather _____ Bus or Rail Car # _____ Line # _____
- Boarding point _____ Operator Name or Badge # _____

OWNER OF PRIVATE VEHICLE PLEASE COMPLETE THIS SECTION:

- Name _____ Driver License # _____
Address _____
Telephone _____ Vehicle: Year _____ Make _____ Model _____
Insured? ☐ Yes ☐ No Vehicle Lic. # _____ Injured? ☐ Yes ☐ No Insurance Tel. # _____
Carrier _____ Policy # _____

CONTINUED

Claim for Damages

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-3-1, Los Angeles, CA 90012-2952

Please print or type.

OWNER OF PRIVATE VEHICLE PLEASE COMPLETE THIS SECTION (CONTINUED):

8. Describe what occurred (if necessary, you may add another page):

9. What property damage or bodily injury do you claim? Give full extent of damage or injury claimed:

10. The amount claimed if under \$10,000 as of the date of presentation together with the basis of computation thereof. Attach medical bills and/or repair estimates.

11. Name(s) and address(es) of witness(es):

12. Name(s) and address(es) of doctor(s):

13. Dates of prior claims against the Los Angeles County Metropolitan Transportation Authority (METRO) or Southern California Rapid Transit District (RTD). If none, write "None".

Signature of Claimant

Date

Claims arising after January 1, 1988 must be filed within 6 months from the date of accident. For Law governing filing of claim and statute of limitations as to filing action see Chapter 201 Statutes 1987 (Sec 900 ET SEQ Government Code). For your protection California Law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in State Prison. Added by Stats. 1989, c. 1119, S 3.

Please mail your claim to:

Metro Board Secretary's Office – Legal Services

One Gateway Plaza, 99-3-1, Los Angeles, CA 90012-2952



Metro

EXHIBIT H
Design and Construction Plans Provided to City of Beverly Hills

Los Angeles County Metropolitan Transportation Authority
Westside Subway Extension, Section 1

SECTION	DESCRIPTION	COBH	
		FRO	APPROVAL
08 33 26	OVERHEAD COILING STAINLESS STEEL GRILLES		
08 33 26-1.05.B	Shop and erection drawings	X	
08 34 92	EMERGENCY EXIT HATCHES		
08 34 92-1.05.B	Shop Drawings	X	
10 77 00	BICYCLE METAL LOCKERS AND RACKS		
10 77 00-1.05.C	Shop Drawings	X	
14 24 23	HYDRAULIC PASSENGER ELEVATORS	X	
14 24 23-1.05.B.4	Hall, Car and Firefighters' Control Fixtures: Cuts, shop drawings	X	
21 00 00	FIRE PROTECTION SYSTEMS		
21 00 00-1.05.B	Manufacturer's Literature and Product Data	X	
21 00 00-1.05.C	Shop Drawings	X	
21 30 00	FIRE PUMPS		
21 30 00-1.05.B	Manufacturer's Product Data	X	
21 30 00-1.05.C	Shop Drawings showing complete system	X	
21 30 00-1.05.D	Calculations to confirm capacity and pressure rating	X	
23 32 40	EMERGENCY VENTILATION ASSEMBLY		
23 32 40-1.05.A	Pre-Construction	X	
28 31 00	COMMUNICATIONS FIRE DETECTION SYSTEM		
28 31 00-1.05.B	Floor plans showing locations of all devices	X	
28 31 00-1.05.E	Sequence of operations	X	
28 31 00-1.05.F	Single-line system architecture drawings	X	
28 31 00-1.05.J	Manufacturer's technical product data	X	
28 31 00-1.05.L	Detailed test plans and procedures	X	
31 23 19	DEWATERING		
31 23 19-1.05.B	Pre-Construction		X
31 23 19-1.05.C	Post-Construction		X
31 23 43	SHAFT AND STATION EXCAVATION		
31 23 43-1.05.A.1	Method Statements	X	
31 23 43-1.05.B	Working Drawings	X	
31 50 00	EXCAVATION SUPPORT SYSTEMS		
31 50 00-1.05.B	Working Drawings	X	
31 50 00-1.05.E	Method Statements	X	
31 50 00-1.05.F	Test and Evaluation Reports	X	
31 50 00-1.05.H	Final Survey and As-Builts	X	
31 51 00	TIEBACK ANCHORS		
31 51 00-1.05.B	Working Drawings & Calculations	X	
31 71 16	MINED CROSS PASSAGES		
31 71 16-1.05.D	Working Drawings	X	
31 71 16-1.05.F	Method Statements	X	
31 71 16-1.05.H	Deformation Measurement Data	X	
31 71 19	EXCAVATION BY TUNNEL BORING MACHINE		
31 71 19-1.4.B.2	Construction schedule	X	
31 71 19-1.4.D	Work Plans, means and methods	X	
31 71 19-1.4.F	Continuous monitoring data of TBM performance	X	
31 71 19-1.4.G	Daily reports	X	
31 71 19-1.4.H	Action Level Plan workshop	X	
31 71 19-1.4.I	As-built survey of the tunnel bore	X	
31 71 19-1.4.J	Notification to MTA of any tunnel misalignments or lining non-planarity	X	
31 71 19-1.4.K	Plan for non-emergency remedial measures	X	
31 73 00	TUNNEL GROUTING		
31 73 00-1.05.B.2.a	General grouting procedures	X	
32 11 00	(AGGREGATE) BASE COURSE		
32 11 23-1.05.B	Product Data		X
32 11 23-1.05.D	Test and Evaluation Reports		X
31 82 00	PERMEATION GROUTING		

Los Angeles County Metropolitan Transportation Authority
Westside Subway Extension, Section 1

SECTION	DESCRIPTION	COBH	
		FRO	APPROVAL
31 82 00-1.05.B	Method Statements	X	
31 82 00-1.05.C	Working Drawings	X	
31 82 00-1.05.F	Test and Evaluation Reports	X	
31 82 00-1.05.H	Water Quality Monitoring	X	
31 82 00-1.05.J	Schedule of Operations	X	
31 82 00-1.05.M	3-Day Notice to MTA of Intended Meetings with the Facility Owners	X	
31 82 00-1.05.N	Records of Coordination with the Facility Owners	X	
31 82 00-1.05.O	Records of Grouting Operations	X	
31 82 00-1.05.P	Ground and Facility Monitoring Records	X	
31 82 00-1.05.Q	Schedule of Locations and Results of Leakage Monitoring Program	X	
31 82 00-1.05.R	Contingency plan for TBM excavation operations	X	
32 12 00	FLEXIBLE PAVING (ASPHALT PAVING)		
32 12 00-1.05.B	Test and Evaluation Reports		X
32 12 00-1.05.C	List of Equipment		X
32 12 00-1.05.D	AC Mix Design		X
32 12 00-1.05.E	Product Data		X
32 12 00-1.05.F	Site Quality Control		X
32 12 36	SEAL COATS		
32 12 36-1.05.B	Materials Test Reports		X
32 12 36-1.05.C.1	Material Qualification Data		X
32 12 36-1.05.C.2	Job Control Test Results		X
32 12 36-1.05.D.1	Product Data		X
32 12 36-1.05.D.2	Certifications		X
32 13 00	RIGID PAVING (CONCRETE PAVING)		
32 13 13-1.05.B	Product Data		X
32 13 13-1.05.C	Drawings for Structural Concrete and Concrete Slabs		X
32 13 13-1.05.D	Drawings for Reinforcing Steel, Tie Bars, and Connecting Dowels	X	
32 13 13-1.05.E	Mix Designs	X	
32 13 13-1.05.F.1	Samples	X	
32 14 00	UNIT PAVING		
32 14 00-1.05.B	Product Data	X	
32 14 00-1.05.C	Shop Drawings	X	
32 14 00-1.05.E	Test and Evaluation Reports	X	
32 14 00-1.05.F	Qualifications	X	
32 14 00-1.05.G	Operation And Maintenance Data	X	
32 16 00	CURBS, GUTTERS, SIDEWALKS AND DRIVEWAYS		
32 16 14-1.05.B	Product Data		X
32 16 14-1.05.D	Test and Evaluation Reports		X
32 16 14-1.05.E	Shop Drawings		X
32 17 23	PAVEMENT STRIPING AND MARKING		
32 17 23-1.05.B	Product Data		X
32 17 23-1.05.C	Shop Drawings		X
32 17 23-1.05.D	As Built Plans		X
32 17 23-1.05.E	Test Reports and Certifications		X
32 17 26	TACTILE WARNING SURFACING		
32 17 26-1.05.B	Shop Drawings		X
32 17 26-1.05.C	Product Data		X
32 17 26-1.05.D	Test Reports	X	
32 17 26-1.05.E	Samples of test casings	X	
32 80 00	IRRIGATION SYSTEMS		
32 80 00-1.05.B	Specifications		X
32 80 00-1.05.C	Shop Drawings		X
32 80 00-1.05.D	Record Prints		X
32 80 00-1.05.E	Operation and Maintenance Manuals		X
32 80 00-1.05.F	Material Safety Data Sheets (MSDS)		X

Los Angeles County Metropolitan Transportation Authority
Westside Subway Extension, Section 1

SECTION	DESCRIPTION	COBH	
		FRO	APPROVAL
32 80 00-1.05.G	Inventory/Equipment List		X
32 80 00-1.05.H	Backflow Prevention Assembly Device Test/Certification Reports		X
32 93 00	PLANTING		
32 93 00-1.05.B.2	Product Data		X
32 93 00-1.05.C	Shop Drawings		X
32 93 00-1.05.D	Soil Reports		X
32 93 00-1.05.E	Photographs		X
32 93 00-1.05.F	Inspection Certificates		X
33 00 01	PIPED UTILITIES		
33 00 01-1.05.C	Product Data		X
33 00 01-1.05.D	Shop Drawings		X
33 00 01-1.05.E	List of Pipe, Fittings, and Appurtenances		X
33 00 01-1.05.F	Certificate of Compliance		X
33 00 01-1.05.G	As-Built Drawings		X
33 00 01-1.05.H	Welder Certification and Qualified Welding Procedures		X
33 00 01-1.05.I	Test Reports		X
33 00 01-1.05.J	Product Data for corrosion control materials		X
33 01 00	OPERATION AND MAINTENANCE OF UTILITIES		
33 01 00-1.05.B	Product Data		X
33 01 00-1.05.C	Working Drawings and Calculations of support of Facilities		X
33 01 00-1.05.D	Qualification Statements		X
33 11 00	WATER DISTRIBUTION SYSTEM		
33 11 00-1.05.B	Product Data		X
33 11 00-1.05.C	Shop Drawings		X
33 11 00-1.05.D	Welder Certification and Qualified Welding Procedures		X
33 11 00-1.05.E	Delegated Designs		X
33 11 00-1.05.F	Test and Evaluation Reports		X
33 30 00	SANITARY SEWAGE UTILITIES		
33 30 00-1.05.B	Product Data		X
33 30 00-1.05.C	Shop Drawings		X
33 30 00-1.05.D	Test and Evaluation Report		X
33 30 00-1.05.E	Bypass and Spill Prevention Plans		X
33 30 00-1.05.F	Pre and Post Installation CCTV Reports		X
33 40 00	STORM DRAINAGE SYSTEM		
33 40 00-1.05.B	Shop Drawings		X
33 40 00-1.05.C	Reports		X
33 71 19	ELECTRICAL UNDERGROUND DUCTS AND VAULTS		
33 71 19-1.05.B	Materials list	X	
33 71 19-1.05.C	Manufacturer's Specifications and Product Data	X	
33 71 19-1.05.D	Catalog Cuts	X	
33 71 19-1.05.E	Shop Drawings	X	
33 71 19-1.05.I	Copy of Submittals to DWPPS	X	
34 41 00	ROADWAY SIGNALING AND CONTROL EQUIPMENT		
34 41 00-1.05.B	Manufacturer's Product Data		X
34 41 00-1.05.C	Working Drawings		X
34 41 00-1.05.D	Site Test Results		X
34 41 00-1.05.E	As Built Plans		X
34 42 13.56	TC&C ROOM LAYOUTS		
34 42 13.56-1.05.B	Wilshire/La Cienega TC&C Room Layout (Part of Book of Plans)	X	
34 42 13.59	POWER DISTRIBUTION		
34 42 13.59-1.05.B	Typical Power Distribution Schematic	X	
34 42 13.59-1.05.C	Wilshire/La Cienega TC&C Room Power Distribution Schematic (Part of Book of Plans)	X	
34 42 13.98	DRAWINGS		

Los Angeles County Metropolitan Transportation Authority
Westside Subway Extension, Section 1

SECTION	DESCRIPTION	COBH	
		FRO	APPROVAL
34 42 13.98-1.05C	Wilshire/La Cienega Books of Plans (including wayside installation drawings up to the control limits)	X	
34 42 13.99	SYSTEM TEST PROGRAM		
34 42 13.99-1.05.E	Factory Acceptance Test Procedures for Wilshire/La Cienega TC&C Room Equipment (complete in-situ assembly)	X	
34 42 13.99-1.05.G	Field Acceptance Test Procedures for Wilshire/La Cienega TC&C Room Equipment	X	
34 42 13.99-1.05.M	Factory Test Reports for Wilshire/La Cienega TC&C Room Equipment	X	

EXHIBIT I
Identification of Parcel W-2307

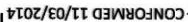


EXHIBIT J
Contract of Sale and Escrow Instructions for W-2307

|

CONTRACT OF SALE AND ESCROW INSTRUCTIONS

SELLER: LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

ARTICLE XXXBUYER: CITY OF BEVERLY HILLS

PROPERTY: 8421 Wilshire Boulevard, Beverly Hills, CA
APN 4334-022-062
LACMTA Parcel No. W-2307

This CONTRACT OF SALE AND ESCROW INSTRUCTIONS ("Agreement") is dated as of _____, 2017, and made and entered into by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency ("LACMTA") and the **CITY OF BEVERLY HILLS**, a public agency (hereinafter referred to as "Buyer").

ARTICLE XXXI

ARTICLE XXXIIR E C I T A L S

A. LACMTA owns the Property as defined in Section 1.

B. Subject to the terms and conditions of this Agreement, LACMTA desires to sell the Property and Buyer desires to buy the Property.

In consideration of the mutual covenants contained herein, and other valuable consideration, the adequacy of which is hereby acknowledged, the LACMTA and Buyer agree as follows:

1. Property Included in Sale. LACMTA hereby agrees to sell and convey to Buyer and Buyer agrees to purchase from LACMTA, subject to terms and conditions set forth herein, the following:

(a) that certain real property ("Real Property") located at 8421 Wilshire Boulevard in the City of Beverly Hills, County of Los Angeles, State of California (APN 4334-022-062) as more particularly described and shown on Exhibit "A" attached hereto; and

(b) all rights, privileges and easements appurtenant to the Real Property, including, without limitation, all of LACMTA's right, title and interest, if any, in all minerals, oil, gas and other hydrocarbon substances on and under the Real Property, as well as all development rights, air rights, water, water rights and water stock relating to the Real Property and any other easements, rights of way or appurtenances used in

connection with the beneficial use and enjoyment of the Property (all of which are collectively referred to as the "Appurtenances").

All of the items referred to in subparagraphs (a) and (b) of this Paragraph 1 are hereinafter collectively referred to as the "Property".

2. Purchase Price. Buyer shall pay LACMTA the sum of Fifteen Million Eight Hundred Thousand Dollars (\$15,845,000.00) ("Purchase Price").

3. Escrow. Within five (5) days after execution of this Agreement, LACMTA and Buyer shall deliver a copy of this Agreement to, and open an escrow ("Opening of Escrow") with, Stewart Title to consummate the sale of the Property in accordance with the terms of this Agreement. Stewart Title Escrow Department ("Escrow Holder") is located at 525 North Brand Boulevard, Glendale, California 91203. Escrow officer is Jeanine Weld whose phone number is 818-539-2430. Buyer and LACMTA shall execute such instructions as Escrow Holder may request which are not inconsistent with the provisions of this Agreement. Said Escrow shall close on or before one hundred and twenty (120) days from the Opening of Escrow, unless extended by a mutual written agreement executed by the LACMTA and Buyer ("the Closing Date").

Escrow Holder is authorized to act pursuant to this Agreement. The parties hereto agree that:

(a) At least three (3) business days prior to the Closing Date, Buyer shall deposit into Escrow (i) the Purchase Price, and the amount necessary to pay Escrow Holder's estimate of all costs and fees associated with the transaction contemplated by this Agreement; (ii) a Certificate of Acceptance for the Grant Deed, duly executed and acknowledged; (iii) a counterpart original, duly executed and acknowledged, of a temporary construction easement in the form attached hereto as Exhibit "B"; and (iii) all documents or instruments necessary to complete the purchase of the Property from LACMTA.

(b) At least three (3) business days prior to the Closing Date, LACMTA shall execute and deliver to Escrow Holder (i) a grant deed giving good and marketable title in fee simple absolute to Buyer; (ii) Two Million Three Hundred Forty-Five Thousand Dollars (\$2,345,000.00) as consideration for a temporary construction easement; (iii) a counterpart original, duly executed and acknowledged, of a temporary construction easement in the form attached hereto as Exhibit "B"; and (iv) any other information or instruments necessary to convey the Property to the Buyer.

(c) If applicable, all real property taxes, any penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds against the Property which are liens and due as of the close of escrow shall be paid by LACMTA. Any assessments shall be prorated as of the Closing Date.

Escrow Holder is authorized to:

(a) Obtain from LACMTA documentation to place title in the condition necessary to enable conveyance pursuant to this Agreement.

(b) Pay and charge Buyer and LACMTA, equally, for any escrow charges and costs incurred in this transaction.

(c) Pay and charge Seller for CLTA title insurance costs incurred in this transaction. Buyer will pay for a survey and any costs for extended title insurance if Buyer elects to obtain extended coverage.

(d) Pay and charge Seller for any recording fees and documentary transfer tax (if applicable) incurred in this transaction.

(e) Disburse funds and record documents of conveyance when conditions of the escrow have been fulfilled by LACMTA and the Buyer.

(f) All disbursements shall be made in readily available funds by cashier's check issued by Escrow Holder or wire transfer.

(g) All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) of Escrow Holder with a State or National bank or savings and loan doing business in the State of California and approved by the LACMTA and Buyer, and may be transferred to any other general escrow account(s) meeting the foregoing requirements.

(h) All adjustments, except for taxes and assessments, are to be made on the basis of a 30-day month.

(i) Recording of any instrument delivered through the Escrow is authorized, including any required quitclaim deeds, if such action is necessary to place record title in condition to comply with the terms of the Agreement.

(j) Any amendments of, or supplements to, any instructions must be in writing executed by the LACMTA and Buyer.

(k) Provided the conditions in Section 4 are satisfied or waived, record the grant deed, followed by the temporary construction easement.

4. Conditions to Closing. The following conditions are conditions precedent to Buyer's obligation to purchase the property and to LACMTA's obligation to sell the property.

(a) Escrow Holder will obtain a Preliminary Title Report ("PTR") for the Real Property, and provide Buyer with a copy of said PTR together with copies of all documents referenced therein. Buyer shall have ten (10) business days from receipt of

said PTR to notify LACMTA and Escrow Holder in writing of Buyer's approval or disapproval of any such exceptions contained in the PTR. Failure of Buyer to expressly approve the PTR or disapprove any such exceptions within the aforementioned time limit shall be deemed to be an approval of the PTR. In the event Buyer disapproves any exception(s) in the PTR, LACMTA shall have until the date of closing to eliminate any disapproved exceptions from the policy of title insurance to be issued in favor of Buyer. If such exceptions are not eliminated, Buyer shall have the option to terminate the escrow or to waive the disapproval of the exception.

(b) Title to the Property shall be evidenced by a California Land Title Association (CLTA) standard policy of title insurance, or an American Land Title Association (ALTA) extended coverage policy if Buyer elects such coverage pursuant to Section 3(b), issued by a Title Company of Buyer's choice in the full amount of the Purchase Price, insuring fee simple title to the Real Property vested in the Buyer.

(c) Buyer shall have the right to inspect the Property for any and all reasons at its cost. Such inspection may include, without limitation, any environmental investigation (including, without limitation, surface borings and sampling). Said inspection shall be completed within five (5) business days before the Escrow Closing Date. Any environmental information that LACMTA may have shall be available for Buyer's review during normal working hours. In the event LACMTA is notified by the Environmental Protection Agency, or any other federal, state, or local governmental or quasi-governmental entity (collectively, "Environmental Agency") prior to Closing that the Property contains any toxic material, hazardous waste, hazardous substance, contaminant, pollutant, dangerous chemicals, or other environmental defects, LACMTA shall notify Buyer of said notice from an Environmental Agency, and Buyer may elect to terminate this Agreement by delivering written notice to the LACMTA and to Escrow Holder of such election to terminate within ten (10) calendar days of such party's receipt of the environmental consultant's report or notice from any Environmental Agency, and thereafter neither LACMTA or Buyer shall have any further liability hereunder, except escrow cancellation fees and costs and title company charges, if applicable. Buyer may elect to close this Escrow and agree to perform at its sole cost the corrective actions required based on the environmental assessment reports.

(d) Buyer shall have the right to investigate the Property, its value, zoning, building matters affecting the Property, its condition, and its suitability for Buyer's intended use. If Buyer gives written notice to LACMTA within ten (10) business days prior before the Escrow Closing Date of dissatisfaction with any of the referenced matters, and LACMTA and Buyer have not entered into a mutually agreeable resolution of the matter by five (5) days thereafter, this Agreement shall be deemed canceled unless Buyer elects to waive its prior dissatisfaction. If Buyer fails to give written notice of dissatisfaction within the above referenced ten (10) day period, the Buyer's right to object to such matters shall be deemed waived.

(e) The physical condition of the property shall be substantially the same at the Closing as on the date of execution of this Agreement, reasonable wear

and tear and loss by casualty excepted. The Property is being sold in its "As Is" condition.

(f) If any condition stated in this Agreement has not been eliminated or satisfied within the time limits and pursuant to the provisions of this Agreement, then the Buyer, as its sole and exclusive remedy, shall have the right to either waive the condition in question and proceed with the purchase or, in the alternative, terminate this Agreement. In the event, the Buyer elects to terminate this Agreement pursuant to this Section, all documents and funds shall be returned to the party providing them, and neither party shall have any further rights or obligations under this Agreement, except escrow and title cancellation fees.

5. Representations and Warranties

5.1 LACMTA hereby represents and warrants to Buyer that as of the date hereof the following are true and correct and LACMTA shall promptly notify Buyer if it becomes aware, prior to the Close of Escrow, that any of the following are no longer true and correct, whereupon Buyer may terminate this Agreement by written notification LACMTA.

(a) LACMTA has not received, nor is it aware of any notification from the Department of Building and Safety, Health Department, or other such City, County or State authority having jurisdiction, requiring any work to be done on or affecting the Property.

(b) LACMTA has not received notice of any litigation, arbitrations, claims, and violations from any agency, proceedings or other action pending or threatened against LACMTA that arises out of the ownership or operation of the Property or indicating an intent to condemn the Property or any portion thereof.

(c) LACMTA warrants that in the event any such notice or notices are received by LACMTA prior to the close of escrow and LACMTA is unable to or does not elect to perform the work required in said notice as LACMTA's sole cost and expense on or before the close of escrow, said notices shall be submitted to Buyer for its examination and written approval. Within ten (10) days after receipt thereof, Buyer must elect and notify Escrow Holder of its election to either (i) proceed with the escrow closing or (ii) terminate this Agreement.

(d) LACMTA has the power, right and authority to enter into this Agreement and the instruments referenced herein, and to take all actions necessary to consummate the transaction contemplated by this Agreement.

(e) The execution and delivery of this Agreement and the documents referenced herein, the incurrance of the obligation, the consummation of the transaction and the compliance with this Agreement and the documents referenced herein do not conflict with or result in the material breach of any term or condition of or constitute a

default under any bond, note, or other evidence of indebtedness or any agreement, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument affecting the Property to which LACMTA is a party;

(f) The person(s) executing this Agreement and the instruments referenced herein on behalf of LACMTA have the power, right, and actual authority to bind the LACMTA to the terms and conditions of this Agreement;

(g) No attachments, executions proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings involving the Property are pending nor has it received notice that such proceedings are threatened against the LACMTA or involving the Property.

(h) LACMTA is the fee simple owner of the Property and has good, marketable and insurable title to the Property, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments or other matters, except as disclosed by the Preliminary Title Report.

(i) LACMTA has not entered into any other agreement for the sale or transfer of the Property, and there are no rights of first refusal or option to purchase the Property.

(j) There are no leases, subleases, occupancies or tenancies pertaining to the Property, and LACMTA has no knowledge of any oral agreements with anyone with respect to the occupancy of the Property.

(k) There are no service or maintenance agreements (oral or written) which affect the Property.

5.2 Buyer hereby represents and warrants to LACMTA that as of the date hereof the following are true and correct:

(a) Buyer has the power, right and authority to enter this Agreement and the instruments referenced herein, and to take all actions necessary to consummate the transaction contemplated by this Agreement.

(b) The person(s) executing this Agreement and the instruments referenced herein on behalf of the Buyer has the power, right, and actual authority to bind the Buyer to the terms and conditions of this Agreement;

(c) The execution and delivery of this Agreement and the documents referenced herein, the inurrence of the obligation, the consummation of the transaction and the compliance with this Agreement and the documents referenced herein do not conflict with or result in the material breach of any term or condition of or constitute a default under any bond, note, or other evidence of indebtedness or any agreement,

indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party.

6. Proration of Taxes. Real property taxes and operating expenses, if any, shall be prorated as of the date of recordation of the conveyance deed of the Property to Buyer. Buyer shall be responsible for any taxes due following the date of recordation of the conveyance deed.

7. Assignment. Neither this Agreement nor any interest therein shall be assignable by Buyer without LACMTA's prior written consent. While the TCE is in effect, Buyer shall not sell, lease, transfer or otherwise dispose of the Property or any portion thereof. After the TCE expires, Buyer can sell, lease, transfer or dispose of the Property to another party.

8. Loss by Fire or Other Casualty. In the event that, prior to Closing, the Property, or any part thereof, is destroyed or materially damaged, the Buyer shall have the right, exercisable by giving notice of such decision to LACMTA within fifteen (15) days after receiving written notice of such damage or destruction to terminate this Agreement. Buyer shall have the right to elect to accept the Property in its then condition by notifying Escrow Holder of same within the above referenced fifteen (15) day period of time with no reduction in the Purchase Price.

9. Time of the Essence. Time is of the essence of this Agreement.

10. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered, if hand delivered or deposited with a reputable overnight courier marked for "next day" delivery, postage prepaid, return receipt required, or three business days after deposit into U. S. Mail, certified or registered, postage prepaid and return receipt requested, and shall be addressed as followed:

To LACMTA: Metropolitan Transportation Authority
Real Estate Department
One Gateway Plaza, 13th Floor
Los Angeles, CA 90012
Attn: Velma C. Marshall
Deputy Executive Officer - Real Estate
(213) 922-2415
(213) 922-2440 (FAX)

To Buyer: City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210
Attn: Mahdi Aluzri
City Manager
(310) 285-1000

11. FIRPTA. The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from escrow proceeds ten percent (10%) of the gross sales price due the property seller. The Buyer will provide LACMTA through Escrow with an affidavit under penalty of perjury or "qualifying statement" as defined in FIRPTA that Buyer is not a "foreign person" as defined in FIRPTA. LACMTA and Buyer agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

12 Brokers. LACMTA represents to City that LACTMA has not engaged a Broker, and City represents to LACMTA that City has not engaged a broker.

13. Governing Laws. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Indemnification.

Each of the parties to this Agreement is a public entity. In contemplation of the provision of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by its negligent or wrongful act or omission occurring in its performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, the parties agree as follows:

a. LACMTA agrees to and shall defend, indemnify and hold harmless the Buyer from all loss, liability, demands, claims, proceedings, penalties, fines, causes of action, damage, costs and expenses, including attorney's fees and court costs, relating to the Property which arise from acts or occurrences that took place during

LACMTA's ownership of the Property prior to the Closing Date, acts or occurrences that arise directly or indirectly from LACMTA's use of the Property pursuant to the TCE attached as Exhibit "B", or from acts or occurrences which constitute a violation of one or more representations, warranties or covenants of LACMTA in this Agreement.

b. Buyer agrees to and shall defend, indemnify and hold harmless the LACMTA from all loss, liability, demands, claims, proceedings, penalties, fines, causes of action, damage, costs and expenses, including attorney's fees and court costs, relating to the Property which arise from acts or occurrences that take place after Buyer's ownership of the Property after the Closing Date, except for acts or occurrences of LACMTA, or from acts or occurrences which constitute a violation of one or more representations, warranties or covenants of Buyer in this Agreement.

The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Each Party certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

15. Required Actions. LACMTA and Buyer agree to and shall execute all instruments and documents and take all actions necessary to consummate the transaction contemplated by this Agreement and use its good faith efforts to accomplish the Closing in accordance with this Agreement.

16. Covenants. LACMTA covenants and agrees as follows; (a) after the date of execution of this Agreement through the TCE termination, LACMTA shall comply with all laws, rules, regulations and ordinances relating in any way to the Property; and (b) LACMTA shall not subject the Property to any liens, encumbrances, covenants, conditions, restrictions, easements (except the TCE), rights of way or similar matters.

17. Property "As Is," "Where Is". Buyer understands and agrees that, except as expressly set forth in this Agreement, (i) the sale of the Property is without warranties, representations or guarantees made by LACMTA of any kind or nature, express or implied; and (ii) the Property is purchased by Buyer on an "AS-IS," "WHERE IS," "WITH ALL FAULTS" basis with regard to all matters, including without limitation, the physical condition of the Property and improvements, the seismic condition of the Property, or any economic aspects of the Property (including without limitation its value, desirability, developability and/or economic incentive, if any).

18. Miscellaneous.

18.1 If any term, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each remaining term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this Agreement would be defeated.

18.2 No waiver of any breach of any term, covenant or condition of this Agreement shall be deemed a waiver of any preceding or succeeding breach of that same of any other term, covenant or condition.

18.3 This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

18.4 Headings at the beginning of each Section are solely for the convenience of the parties and are not a part of this Agreement. Whenever the context requires, the singular shall include the plural and the masculine shall include the feminine, and vice versa.

18.5 Nothing in this Agreement is intended to confer on any person or entity who is not a party to this Agreement any rights or remedies.

19. Entire Agreement. This Agreement constitutes the entire agreement between Buyer and LACMTA regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and LACMTA, whether oral or written. Neither Buyer nor LACMTA shall be bound by any understanding, agreement, promise, representation or stipulation concerning the Property, express or implied, not specified herein.

IN WITNESS WHEREOF, the Agreement of Sale and Escrow Instructions has been duly executed as of the date written below each respective signature.

SELLER:

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
VELMA C. MARSHALL
Deputy Executive Officer - Real Estate

BUYER:

CITY OF BEVERLY HILLS

By:

JOHN MIRISCH
Mayor of the City of Beverly Hills

ATTEST:

(SEAL)

BYRON POPE,
City Clerk

Approved as to content:

MAHDI ALUZRI,
City Manager

DON RHOADS,
Director of Administrative Services/CFO

Approved as to form:

LAURENCE WIENER,
City Attorney

EXHIBIT A
Legal Description

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 433, 434, 435 AND 437 OF TRACT NO. 4988, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 54, PAGES 98 AND 99 OF MAPS, IN THE COUNTY RECORDER OF SAID COUNTY.

APN: 4334-022-062

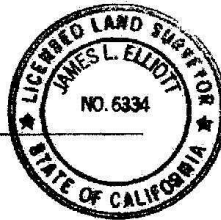
NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:



JAMES L. ELLIOTT, P.L.S. 6334



9-6-12
DATE

W-2307

EXHIBIT B
Temporary Construction Easement

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Attn: _____

APN: 4334-022-062

[SPACE ABOVE FOR RECORDER'S USE ONLY]

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("TCE"), dated for reference purposes only, February 21, 2017 is made and entered into by and between **the CITY OF BEVERLY HILLS** ("Owner") and **the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency created under the laws of the state of California ("Metro").

RECITALS

A. Owner is purchasing from Metro real property located at 8421 Wilshire Boulevard, Beverly Hills, California, also designated as Assessor's Parcel No. 4334-022-062 ("Property") and identified in Exhibit "A", attached hereto and incorporated herein by this reference. The property contains approximately 18,630 square feet, and is being used by Metro for construction staging purposes in connection with Metro's Purple Line Extension Project, Section 1 ("Project"), currently under construction.

B. Metro is responsible for the design and construction of the Project, which extends from the Wilshire/Western Metro Station to just west of the proposed Wilshire/La Cienega Metro Station.

C. Metro has contracted with Skanska, Traylor and Shea, a Joint Venture ("Contractor") for the design and construction of the Project.

D. In connection with the construction of the Project, Metro requires temporary exclusive access to the entire Property containing approximately 18,360 square feet ("TCE Area") and identified in Exhibit "B", attached hereto and incorporated herein by this reference.

E. Contemporaneously with the execution of a Purchase and Sale Agreement in which Metro agrees to sell and Owner agrees to buy the Property, Owner is willing to grant to Metro, its contractors, employees, agents, successors and assigns, and Metro is willing to accept, a Temporary Construction Easement for the following purposes:

- (1) Ingress and egress over, through, and across the TCE Area by persons on foot and/or by vehicles to perform the activities permitted herein;
- (2) To install temporary fencing and/or sound walls within or along the TCE Area during construction, if necessary;
- (3) To construct a muck shaft approximately 55'(W) x 55'(L) x 70'(D) with the steel support piles (only) extending an additional 20' below the bottom of the open shaft; and
- (4) Any other purposes which Metro in its sole discretion reasonably believes are necessary or appropriate to complete the construction of the Project.

In order to make the area suitable for temporary construction activities, Metro may remove existing structures, walls, fences, paving, trees, shrubbery and other ground cover and other improvements within the TCE Area.

NOW, THEREFORE, and in consideration of the above recitals which are incorporated herein and of the covenants contained herein, Owner hereby agrees to grant to Metro a TCE in and to the TCE Area upon the following conditions:

AGREEMENT

1. This TCE is granted to Metro for the purposes described in Recital "E" above. Owner has the power, right, and authority to grant this TCE. Metro's right to enter the TCE Area is exclusive and personal to Metro, Contractor and their respective agents, employees and subcontractors, and is not assignable by Metro or Owner. In connection with the TCE, Metro may allow its agents, employees, attorneys, consultants and contractors (collectively "Metro Parties") to enter the TCE Area for the purposes set forth herein.
2. Metro accepts the Property in its "as is" condition without representation or warranty, express or implied, and subject to all matters of record.
3. At least three (3) days prior to the close of escrow for the Contract of Sale between Metro and Owner for the Property ("Agreement"), Metro shall deposit into the Escrow opened to consummate the sale of the Property in accordance with the terms of the Agreement the total amount of Two Million Three Hundred Forty-Five Thousand Dollars (\$2,345,000.00) for full use of the TCE Area and for the right to perform the activities described in Recital "E" in accordance with this TCE. Metro and Owner shall execute such instructions as Escrow Holder may request which are not inconsistent with the provisions of this TCE.
4. While this TCE is in effect, notwithstanding that Metro holds the TCE and Owner holds the fee title to the Property, Owner shall treat Metro and its Contractor for

regulatory purposes as if Metro is the owner of the Property, subject to the provisions of any agreement between Metro and Owner in connection with the Project.

5. Metro and Metro Parties shall perform all of their activities on the TCE Area in compliance with all applicable laws, rules, and regulations at Metro's expense.

6. Metro shall cause its agents, employees and contractors to comply with all terms and conditions hereof including, without limitation, the indemnity and insurance provisions set forth in paragraphs 10 and 11 below.

7. Metro's and Metro Parties' Permission to enter the TCE Area for the purposes in Recital "E" above is granted to Metro until the Project is operational, Metro no longer needs the Property to construct the Project as determined in Metro's sole discretion, or fifteen years from execution of this TCE, whichever is sooner.

8. Upon thirty (30) calendar day notice to Owner, Metro may terminate this TCE, in which case Metro shall no longer have permission to enter the TCE Area without Owner's consent.

9. Owner shall not sell, lease, transfer or otherwise dispose of the Property during the period of this TCE.

10. Metro shall indemnify, defend (by counsel acceptable to Owner) and hold harmless Owner from and against any and all losses (including damage to property or injuries to or death of any person), claims (including mechanics' liens) liabilities, penalties, liens, suits, judgments, damages, costs and expenses, including without limitation reasonable attorneys fees and costs, (collectively ("Claims")) to the extent arising or resulting out of the activities of Metro and Metro Parties on or about the Property except to the extent such Claims are caused solely by the negligence or willful misconduct of Owner or its agents or employees. This indemnity shall also include all Claims arising out of hazardous materials stored, transported, or released on or about the Property.

11. While this TCE is in effect, Metro shall require that its Contractor and any other entity whose personnel will enter upon the TCE Area maintain in full force, at their sole cost and expense throughout the term of this TCE, and furnish evidence of the following insurance:

- i) Comprehensive General Liability Insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence with an aggregate limit of Four Million Dollars (\$4,000,000) (including coverage against bodily injury or death, property damage and contractual liability); and
- ii) Automobile Liability Insurance in the amount of Ten Million Dollars (\$10,000,000) per accident for bodily injury or disease; and

- iii) Employer's Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000) per accident, and such additional coverages as may be required by any Employee Benefit Acts or other statutes applicable where the work is to be performed; and
- iv) Worker's Compensation coverage as provided by the State of California Labor Code

All such coverages shall be primary to any policy that may be maintained by Owner, and shall be maintained until all work on the Property has been completed and Contractor has withdrawn all equipment and personnel from the Property and restored the Property to its pre-existing condition. Contractor shall pay all premiums and assessments on the insurance coverage required by this paragraph when due and shall provide Owner certificates of insurance required to be maintained by Contractor prior to the date of the commencement of any activities on the TCE Area. The certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) calendar days' prior written notice to Owner. Owner shall be named as additional insured in each of the insurance policies except worker's compensation.

12. Metro shall return the Property to Owner as vacant property in the condition it was received and free of all hazardous materials. Metro shall completely remove the following from the Property: (1) sound wall piles; and (2) struts STA – 33C, STB – 33C, STC – 33C, STD – 33C, STB – 33B, STC – 33B, and STD – 33B, as identified in the Project's "Strut and Waler Plan" for the Wilshire/La Cienega Station ("Plan"). Metro may leave in place piles 232, 252, and 253, as identified in the Plan, provided that if Owner cannot install a new support of excavation due to piles 232, 252 and/or 253 without incurring additional construction costs, then Metro shall, at a cost not to exceed Five Hundred Thousand Dollars (\$500,000.00), remove the pile(s), reimburse Owner for removing the pile(s), or reimburse Owner for the difference between the City's construction costs to install a new support of excavation with the pile(s) in place and the City's construction costs to install a new support of excavation with the pile(s) removed. The remainder of the muck shaft steel and associated infrastructure will be removed to a depth of -6' on the Property and then the muck shaft will be backfilled with an appropriate material, satisfactory to Owner, to the ground surface.

13. Notices to **Owner** shall be given as follows:

Mahdi Aluzri
City Manager
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210
(310) 285-1000

Notices to **Metro** shall be given as follows:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY
c/o Real Estate Department
1 Gateway Plaza, Mail Stop 99-18-4
Los Angeles, CA 90012-2952
Attn: Deputy Executive Officer – Real Estate
213 922-2415 (Telephone)
213 922-2440 (FAX)

All written notices shall be deposited in the United States mail, postage prepaid or delivered personally or by overnight courier.

15. Any amendment to this TCE must be made in writing and signed by Metro and the Owner.

16. Owner shall notify any future owners, of this temporary use of the Property, if the Property is made available for sale during the period of this TCE.

17. If any term, covenant or condition of this TCE shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this TCE shall not be affected and each remaining term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this TCE would be defeated.

18. No waiver of any breach of any term, covenant or condition of this TCE shall be deemed a waiver of any preceding or succeeding breach of that same of any other term, covenant or condition.

19. This TCE shall be binding on and inure to the benefit of the successors and assigns of the parties.

20. Whenever the context requires, the singular shall include the plural and the masculine shall include the feminine, and vice versa.

21. Nothing in this TCE is intended to confer on any person or entity who is not a party to this TCE any rights or remedies.

22. This TCE constitutes the entire agreement between Owner and Metro regarding the Property, and supersedes all prior discussions, negotiations and agreements between Owner and Metro, whether oral or written. Neither Owner nor Metro shall be bound by any understanding, agreement, promise, representation or stipulation concerning the Property, express or implied, not specified herein.

23. The validity, interpretation, enforceability, and performance of this TCE shall be governed by and construed in accordance with the laws of the State of California.

24. Metro and Owner agree that any and all disputes arising out of the terms of this TCE, their interpretation, and any of the matters herein, shall be subject to the dispute resolution process contained in Article XXVIII of the Memorandum of Agreement for Contract C1045 of the Purple Line Extension Project – Segment 1 between Metro and Owner, into which this TCE is incorporated and attached.

CITY OF BEVERLY HILLS:

By: _____
JOHN MIRISCH
Mayor of the City of Beverly Hills

ATTEST:

(SEAL)

BYRON POPE,
City Clerk

Approved as to content:

MAHDI ALUZRI,
City Manager

DON RHOADS,
Director of Administrative Services/CFO

Approved as to form:

LAURENCE WIENER,
City Attorney

METRO:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: Velma C. Marshall

Title: Deputy Executive Officer

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 433, 434, 435 AND 437 OF TRACT NO. 4988, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 54, PAGES 98 AND 99 OF MAPS, IN THE COUNTY RECORDER OF SAID COUNTY.

APN: 4334-022-062

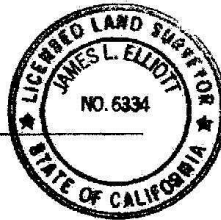
NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:



JAMES L. ELLIOTT, P.L.S. 6334



9-6-12
DATE

W-2307

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT AREA

GRANTOR : REGENT COMMERCIAL HOLDINGS LLC		The data shown on this map and/or plat are compiled from public sources and are subject to field verification.	
DESCRIPTION : LOTS 433, 434, 435, & 437 OF TRACT NO. 4988, N.B. 54/98-99			
BENCH MARK : N/A			
TITLE REPORT : FIDELITY NATIONAL TITLE NO. 11-259928463-RH	ADDRESS : 8421 WILSHIRE BLVD. BEVERLY HILLS 90211		
ASSESSOR'S REF. : 4334-022-062	R.O.W. REFERENCE : R-023; W-2307	NO.	DATE
		REVISION DESCRIPTION	

PARCEL	W-2307			
AREA - SQUARE FEET	18,642			

 Metro	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY	<h2 style="margin: 0;">PARCEL PLAT</h2> <h3 style="margin: 0;">W-2307</h3> <p style="margin: 0;">SHEET 1 OF 1</p>	CONTRACT NO./DESIGN UNIT
	 Paul D. Wise <small>SUBMITTED BY: L.S. 4249</small>		APPROVED BY: <small>MTA PROJECT MANAGER DATE</small>

EXHIBIT K
Temporary Construction Easement for Parcel W-2307

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Attn: _____

APN: 4334-022-062

[SPACE ABOVE FOR RECORDER'S USE ONLY]

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("TCE"), dated for reference purposes only, February 21, 2017 is made and entered into by and between **the CITY OF BEVERLY HILLS** ("Owner") and **the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency created under the laws of the state of California ("Metro").

1. RECITALS

A. Owner is purchasing from Metro real property located at 8421 Wilshire Boulevard, Beverly Hills, California, also designated as Assessor's Parcel No. 4334-022-062 ("Property") and identified in Exhibit "A", attached hereto and incorporated herein by this reference. The property contains approximately 18,630 square feet, and is being used by Metro for construction staging purposes in connection with Metro's Purple Line Extension Project, Section 1 ("Project"), currently under construction.

B. Metro is responsible for the design and construction of the Project, which extends from the Wilshire/Western Metro Station to just west of the proposed Wilshire/La Cienega Metro Station.

C. Metro has contracted with Skanska, Traylor and Shea, a Joint Venture ("Contractor") for the design and construction of the Project.

D. In connection with the construction of the Project, Metro requires temporary exclusive access to the entire Property containing approximately 18,360 square feet ("TCE Area") and identified in Exhibit "B", attached hereto and incorporated herein by this reference.

E. Contemporaneously with the execution of a Purchase and Sale Agreement in which Metro agrees to sell and Owner agrees to buy the Property, Owner is willing to grant to Metro, its contractors, employees, agents, successors and assigns, and Metro is willing to accept, a Temporary Construction Easement for the following purposes:

- (5) Ingress and egress over, through, and across the TCE Area by persons on foot and/or by vehicles to perform the activities permitted herein;
- (6) To install temporary fencing and/or sound walls within or along the TCE Area during construction, if necessary;
- (7) To construct a muck shaft approximately 55'(W) x 55'(L) x 70'(D) with the steel support piles (only) extending an additional 20' below the bottom of the open shaft; and
- (8) Any other purposes which Metro in its sole discretion reasonably believes are necessary or appropriate to complete the construction of the Project.

In order to make the area suitable for temporary construction activities, Metro may remove existing structures, walls, fences, paving, trees, shrubbery and other ground cover and other improvements within the TCE Area.

NOW, THEREFORE, and in consideration of the above recitals which are incorporated herein and of the covenants contained herein, Owner hereby agrees to grant to Metro a TCE in and to the TCE Area upon the following conditions:

2. AGREEMENT

1. This TCE is granted to Metro for the purposes described in Recital "E" above. Owner has the power, right, and authority to grant this TCE. Metro's right to enter the TCE Area is exclusive and personal to Metro, Contractor and their respective agents, employees and subcontractors, and is not assignable by Metro or Owner. In connection with the TCE, Metro may allow its agents, employees, attorneys, consultants and contractors (collectively "Metro Parties") to enter the TCE Area for the purposes set forth herein.

2. Metro accepts the Property in its "as is" condition without representation or warranty, express or implied, and subject to all matters of record.

3. At least three (3) days prior to the close of escrow for the Contract of Sale between Metro and Owner for the Property ("Agreement"), Metro shall deposit into the Escrow opened to consummate the sale of the Property in accordance with the terms of the Agreement the total amount of Two Million Three Hundred Forty-Five Thousand Dollars (\$2,345,000.00) for full use of the TCE Area and for the right to perform the activities described in Recital "E" in accordance with this TCE. Metro and Owner shall execute such instructions as Escrow Holder may request which are not inconsistent with the provisions of this TCE.

4. While this TCE is in effect, notwithstanding that Metro holds the TCE and Owner holds the fee title to the Property, Owner shall treat Metro and its Contractor for

regulatory purposes as if Metro is the owner of the Property, subject to the provisions of any agreement between Metro and Owner in connection with the Project.

5. Metro and Metro Parties shall perform all of their activities on the TCE Area in compliance with all applicable laws, rules, and regulations at Metro's expense.

6. Metro shall cause its agents, employees and contractors to comply with all terms and conditions hereof including, without limitation, the indemnity and insurance provisions set forth in paragraphs 10 and 11 below.

7. Metro's and Metro Parties' Permission to enter the TCE Area for the purposes in Recital "E" above is granted to Metro until the Project is operational, Metro no longer needs the Property to construct the Project as determined in Metro's sole discretion, or fifteen years from execution of this TCE, whichever is sooner.

8. Upon thirty (30) calendar day notice to Owner, Metro may terminate this TCE, in which case Metro shall no longer have permission to enter the TCE Area without Owner's consent.

9. Owner shall not sell, lease, transfer or otherwise dispose of the Property during the period of this TCE.

10. Metro shall indemnify, defend (by counsel acceptable to Owner) and hold harmless Owner from and against any and all losses (including damage to property or injuries to or death of any person), claims (including mechanics' liens) liabilities, penalties, liens, suits, judgments, damages, costs and expenses, including without limitation reasonable attorneys fees and costs, (collectively ("Claims")) to the extent arising or resulting out of the activities of Metro and Metro Parties on or about the Property except to the extent such Claims are caused solely by the negligence or willful misconduct of Owner or its agents or employees. This indemnity shall also include all Claims arising out of hazardous materials stored, transported, or released on or about the Property.

11. While this TCE is in effect, Metro shall require that its Contractor and any other entity whose personnel will enter upon the TCE Area maintain in full force, at their sole cost and expense throughout the term of this TCE, and furnish evidence of the following insurance:

- v) Comprehensive General Liability Insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence with an aggregate limit of Four Million Dollars (\$4,000,000) (including coverage against bodily injury or death, property damage and contractual liability); and
- vi) Automobile Liability Insurance in the amount of Ten Million Dollars (\$10,000,000) per accident for bodily injury or disease; and

- vii) Employer's Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000) per accident, and such additional coverages as may be required by any Employee Benefit Acts or other statutes applicable where the work is to be performed; and
- viii) Worker's Compensation coverage as provided by the State of California Labor Code

All such coverages shall be primary to any policy that may be maintained by Owner, and shall be maintained until all work on the Property has been completed and Contractor has withdrawn all equipment and personnel from the Property and restored the Property to its pre-existing condition. Contractor shall pay all premiums and assessments on the insurance coverage required by this paragraph when due and shall provide Owner certificates of insurance required to be maintained by Contractor prior to the date of the commencement of any activities on the TCE Area. The certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) calendar days' prior written notice to Owner. Owner shall be named as additional insured in each of the insurance policies except worker's compensation.

12. Metro shall return the Property to Owner as vacant property in the condition it was received and free of all hazardous materials. Metro shall completely remove the following from the Property: (1) sound wall piles; and (2) struts STA – 33C, STB – 33C, STC – 33C, STD – 33C, STB – 33B, STC – 33B, and STD – 33B, as identified in the Project's "Strut and Waler Plan" for the Wilshire/La Cienega Station ("Plan"). Metro may leave in place piles 232, 252, and 253, as identified in the Plan, provided that if Owner cannot install a new support of excavation due to piles 232, 252 and/or 253 without incurring additional construction costs, then Metro shall, at a cost not to exceed Five Hundred Thousand Dollars (\$500,000.00), remove the pile(s), reimburse Owner for removing the pile(s), or reimburse Owner for the difference between the City's construction costs to install a new support of excavation with the pile(s) in place and the City's construction costs to install a new support of excavation with the pile(s) removed. The remainder of the muck shaft steel and associated infrastructure will be removed to a depth of -6' on the Property and then the muck shaft will be backfilled with an appropriate material, satisfactory to Owner, to the ground surface.

13. Notices to **Owner** shall be given as follows:

Mahdi Aluzri
City Manager
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210
(310) 285-1000

Notices to **Metro** shall be given as follows:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY
c/o Real Estate Department
1 Gateway Plaza, Mail Stop 99-18-4
Los Angeles, CA 90012-2952
Attn: Deputy Executive Officer – Real Estate
213 922-2415 (Telephone)
213 922-2440 (FAX)

All written notices shall be deposited in the United States mail, postage prepaid or delivered personally or by overnight courier.

15. Any amendment to this TCE must be made in writing and signed by Metro and the Owner.

16. Owner shall notify any future owners, of this temporary use of the Property, if the Property is made available for sale during the period of this TCE.

17. If any term, covenant or condition of this TCE shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this TCE shall not be affected and each remaining term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this TCE would be defeated.

18. No waiver of any breach of any term, covenant or condition of this TCE shall be deemed a waiver of any preceding or succeeding breach of that same of any other term, covenant or condition.

19. This TCE shall be binding on and inure to the benefit of the successors and assigns of the parties.

20. Whenever the context requires, the singular shall include the plural and the masculine shall include the feminine, and vice versa.

21. Nothing in this TCE is intended to confer on any person or entity who is not a party to this TCE any rights or remedies.

22. This TCE constitutes the entire agreement between Owner and Metro regarding the Property, and supersedes all prior discussions, negotiations and agreements between Owner and Metro, whether oral or written. Neither Owner nor Metro shall be bound by any understanding, agreement, promise, representation or stipulation concerning the Property, express or implied, not specified herein.

23. The validity, interpretation, enforceability, and performance of this TCE shall be governed by and construed in accordance with the laws of the State of California.

24. Metro and Owner agree that any and all disputes arising out of the terms of this TCE, their interpretation, and any of the matters herein, shall be subject to the dispute resolution process contained in Article XXVIII of the Memorandum of Agreement for Contract C1045 of the Purple Line Extension Project – Segment 1 between Metro and Owner, into which this TCE is incorporated and attached.

CITY OF BEVERLY HILLS:

By: _____

JOHN MIRISCH
Mayor of the City of Beverly Hills

ATTEST:

(SEAL)

BYRON POPE,
City Clerk

Approved as to content:

MAHDI ALUZRI,
City Manager

DON RHOADS,
Director of Administrative Services/CFO

Approved as to form:

LAURENCE WIENER,
City Attorney

METRO:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: Velma C. Marshall

Title: Deputy Executive Officer

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 433, 434, 435 AND 437 OF TRACT NO. 4988, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 54, PAGES 98 AND 99 OF MAPS, IN THE COUNTY RECORDER OF SAID COUNTY.

APN: 4334-022-062

NOTE:

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PREPARED BY:



JAMES L. ELLIOTT, P.L.S. 6334



9-6-12
DATE

W-2307

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT AREA

1. \\\AV6801H\HW\CBN\CGO\USG_Rights-Of-Way\Shments\Plats\CGO\KIM\2387.dgn 11/15/2011 2:44:54 PM



Metro

Board Report

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

File #: 2017-0060, **File Type:** Federal Legislation / State Legislation (Position)

Agenda Number: 34.

REVISED
EXECUTIVE MANAGEMENT COMMITTEE
FEBRUARY 16, 2017

SUBJECT: STATE AND LOCAL LEGISLATION

ACTION: ADOPT STAFF RECOMMENDED POSITIONS

RECOMMENDATION

ADOPT staff recommended positions:

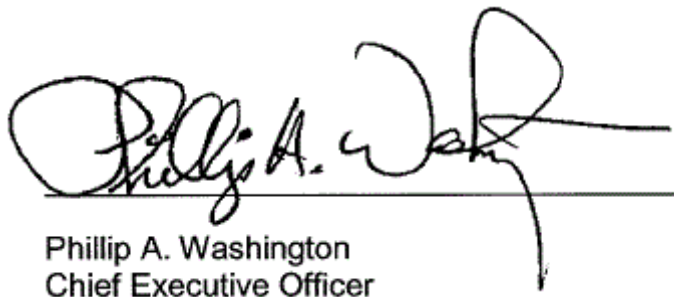
- A. **SB 4 (Mendoza)** - Goods movement: allocation of Federal Funds **WORK WITH AUTHOR**
- B. **AB 287 (Holden)** - ~~State Highway Route 710: Advisory Committee~~ **OPPOSE UNLESS AMENDED**
- C. **Measure "H" (Los Angeles County)** - Plan to Prevent and Combat Homelessness **SUPPORT**

ATTACHMENTS

Attachment A - SB 4 (Mendoza) Legislative Analysis
~~Attachment B - AB 287 (Holden) Legislative Analysis~~
Attachment C - Measure "H" (Los Angeles County) Legislative Analysis

Prepared by: Michael Turner, DEO, Government Relations, (213) 922-2122
Desarae Jones, Government Relations Administrator, (213) 922-2230

Reviewed by: Pauletta Tonilas, Chief Communications Officer, (213) 922-3777



Phillip A. Washington
Chief Executive Officer

REVISED ATTACHMENT A

BILL: SENATE BILL 4

AUTHOR: SENATOR TONY MENDOZA (D-ARTESIA)

SUBJECT: GOODS MOVEMENT: ALLOCATION OF FEDERAL FUNDS

STATUS: REFERRED TO COMMITTEES ON TRANSPORTATION AND HOUSING, ENVIRONMENTAL QUALITY AND GOVERNANCE AND FINANCE

ACTION: SUPPORT WORK WITH AUTHOR

RECOMMENDATION

Staff recommends that the Board of Directors adopt a ~~SUPPORT WORK WITH AUTHOR~~ position on Senate Bill 4. This bill, subject to voter approval at the June 5, 2018, statewide primary election, would enact the Goods Movement and Clean Trucks Bond Act to authorize \$600,000,000 of state general obligation bonds for goods movement and transportation projects. This bill would also revise the CTC's project prioritization to expand eligible projects and specify amounts to be allocated from federal Fixing America's Surface Transportation (FAST) Act dollars.

Specifically the bill would:

- Authorize, subject to voter approval a \$600 million general obligation bond That would be allocated in the following manner; \$200 million to the CTC for projects eligible under the Trade Corridor Improvement Fund (TCIF); \$200 million to the California Air Resources Board's (CARB) Goods Movement Emission Reduction Program, and; \$200 million to CARB for the expansion of the use of zero and near zero-emission trucks;
- Would allocate federal freight funds allocated to California via the FAST Act funding as follows: \$150 million for border entry projects in the San Diego and Imperial Counties, \$70 million for the elimination, alteration or improvement of hazardous railroad-highway grade crossings, and \$360 million to be allocated by the existing TCIF formula;
- Revise the list of plans to be considered by the CTC in prioritizing projects for funding;
- Would expand the list of eligible projects to include, rail landside access improvements, freight access improvements to airports and certain capital and operational improvements; and
- Would exclude San Diego and Imperial Counties from receiving additional FAST Act funding under the TCIF formula allocation.

DISCUSSION

Senate Bill 4 (Mendoza) presents an opportunity to make a significant step forward in addressing goods movement challenges facing our region. The bill would make a significant contribution by the state through the commitment of general obligation bonds and ensure that federal freight funds are allocated to key priorities in our region. The last major commitment of state funds to transportation was through Proposition 1B that was passed by the voters in 2006. That bond included funding for many projects in Los Angeles County that are now underway including key goods movement projects. Those projects create significant economic benefit to our region and the state.

There has been concern in Sacramento about the commitment of general fund revenues to pay for debt service on various bond measures. Staff recognizes those concerns but would argue that the economic benefit derived from those expenditures should be considered as an important reason to commit the state to funding freight projects. Staff finds that there is opportunity for discussion regarding the specific allocation amounts as they are outlined in the bill, as well as the priorities within those categories. Metro's goal with respect to the allocation of FAST Act funding is to maximize the region's share of funding to the County's highest priority projects for freight and goods movement. We would like to work with the author to ensure that the final measure maximizes the allocation of funding for Los Angeles County through the TCIF formula.

SB 4 also puts in place a program to allocate federal freight funds allocated to California. Towards the end of last year's legislative session discussions took place with respect to legislation introduced in 2016 (AB 2170, Frazier) to direct the allocation of these funds. The final amendments were ultimately not included in the bill but are included in SB 4. These provisions would ensure local input into the allocation of federal funds and ensure geographic equity.

Staff recommends that the Board adopt a ~~SUPPORT~~ WORK WITH AUTHOR position on the measure Senate Bill 4 (Mendoza).

DETERMINATION OF SAFETY IMPACT

There is no determined safety impact due to the enactment of the proposed legislation.

FINANCIAL IMPACT

The estimated financial impact has yet to be determined.

ALTERNATIVES CONSIDERED

Staff has considered adopting either an oppose or neutral position on the bill. An oppose or neutral position would be inconsistent with Metro's Board approved 2017 State Legislative Program Goals to support funding for goods movement and transportation projects in Los Angeles County.

NEXT STEPS

Should the Board decide to adopt a ~~SUPPORT~~ WORK WITH AUTHOR position on the measure; staff will communicate the Board's position to the author and work to incorporate Metro's priorities in the final version of the bill ~~and to ensure the measure's passage~~. Staff will continue to keep the Board informed as this issue is addressed throughout the legislative session.

ATTACHMENT B

BILL: ASSEMBLY BILL 287

AUTHOR: ASSEMBLYMEMBER CHRIS HOLDEN (D-PASADENA)

SUBJECT: STATE HIGHWAY ROUTE 710: ADVISORY COMMITTEE

STATUS: PENDING COMMITTEE REFERRAL

ACTION: OPPOSE UNLESS AMENDED

RECOMMENDATION

Staff recommends that the Board of Directors adopt a OPPOSE UNLESS AMENDED position on Assembly Bill 287 (Holden). This bill would require Caltrans, in consultation with Metro, to establish the State Highway Route (SR) 710 Gap Corridor Transit Study Zone Advisory Committee, with a specified membership, to study the alternatives considered in the SR 710 North Draft Environmental Impact Review and other transit options to improve travel in, and environmental impacts of, the SR-710 Corridor project area. The Advisory Committee would be comprised of members of Caltrans, Metro, the Cities of Alhambra, Pasadena and South Pasadena, members of the State Senate and Assembly that represent the project area.

The bill would prohibit the committee from recommending, and, prohibit Caltrans from implementing the tunnel option in the SR-710 corridor.

Specifically the bill would:

- Require Caltrans in consultation with Metro to establish the SR-710 Gap Corridor Transit Study Zone Advisory Committee;
- Require the advisory committee to make recommendations and submit a report to the Legislature, Caltrans and Metro by January 1, 2019 on the most feasible and appropriate project design alternative, as well as other transit options that could be implemented in the corridor.
- Require the department to implement the alternative as recommended; and,
- Would prohibit Caltrans from selecting a freeway tunnel alternative for the SR-710 North Gap.

DISCUSSION

Staff is recommending that the Board oppose the legislation unless amended. As introduced, the bill would require the formation of an advisory committee, require that committee to provide a report and complete study of alternatives with recommendations by 2019, and would prohibit Caltrans from choosing a tunnel as an alternative for the SR-710 North project.

Staff would raise two issues that we believe should be addressed in amendments. First is that we believe it is important to allow the environmental process to make the final determination on the tunnel alternative. Caltrans is the lead agency for the SR-710, since this is a state highway and should be responsible for the final determination of a project. We would recommend that the language prohibiting the tunnel option be removed from the bill.

Secondly we believe that the bill be amended to clarify a set of issues that would be addressed by the committee, such as how the work of the committee would be funded, staffing, scope, and most importantly how the final project recommendations of the committee would be funded. The committee could make recommendations on improvements that are outside the scope of the current environmental document and those alternatives may not have environmental clearance and may not have any funding identified.

Staff recommends that the Board adopt an OPPOSE UNLESS AMENDED position on the measure AB 287 (Holden).

DETERMINATION OF SAFETY IMPACT

There is no determined safety impact due to the enactment of the proposed legislation.

FINANCIAL IMPACT

The estimated financial impact has yet to be determined.

ALTERNATIVES CONSIDERED

Staff has considered adopting either a support or neutral position on the bill. A support or neutral position would be inconsistent with Metro's Board approved 2017 State Legislative Program Goals to support the acceleration of construction of transportation projects in Los Angeles County.

NEXT STEPS

Should the Board decide to adopt an OPPOSE UNLESS AMENDED position on these measures; staff will communicate the Board's position to the author and work to ensure inclusion of the Board's priorities in the final version of the bill. Staff will continue to keep the Board informed as this issue is addressed throughout the legislative session.

ATTACHMENT C

BILL: LOS ANGELES COUNTY MEASURE “H”

AUTHOR: COUNTY OF LOS ANGELES

SUBJECT: LOS ANGELES COUNTY PLAN TO PREVENT AND COMBAT HOMELESSNESS

STATUS: MARCH 7, 2017 CONSOLIDATED AND MUNICIPAL SPECIAL ELECTIONS

ACTION: SUPPORT

RECOMMENDATION

Staff recommends that the Board of Directors adopt a SUPPORT position on Measure H – Los Angeles County’s Plan to prevent and combat homelessness. The measure is on the March 7, 2017 Consolidated and Municipal Special Elections ballot.

Specifically the measure would authorize the County of Los Angeles to impose at ¼ percent special transactions and use tax that will:

- Be used to generate ongoing funding to prevent and combat homelessness within Los Angeles County, including funding for mental health, substance abuse treatment, healthcare, education, job training, housing subsidies, services, transportation, outreach, prevention and supportive services for children, families, veterans, seniors and disabled individuals;
- Would create a Citizens’ Oversight Advisory Board to review expenditures; and
- Would expire after 10 years.

DISCUSSION

The current homeless crisis has impacted public transit systems nation-wide. Homeless individuals and families find shelter transit systems at rail stations, bus shelters, and on rail and bus lines. In 2016, the Greater Los Angeles Homeless Count showed 11% in homelessness, an increase over the past year. Two-thirds of homeless persons in Los Angeles County are unsheltered. That presence can be felt on the Metro system which has resulted in increased customer complaints and concerns related to security.

Metro is charged with combatting homelessness on and around the Metro system. Metro has partnered with the County of Los Angeles to look at how homelessness affects patrons on our system and the community. Los Angeles County Measure “H” provides a sustainable source of funding to expand access to services, transportation and housing.

In July 2016, Metro launched a homeless strategic planning process which involved significant community and stakeholder input. As a result of this strategic planning, a Metro Homeless Action Plan was created that will be brought to the Board in the February 2017 Board cycle for consideration and adoption.

In October 2016, Metro Directors Ridley-Thomas, Fasana, Bonin and Dupont-Walker presented a motion to the Board to fund up to \$1.2 million toward the deployment of two or more homeless outreach teams that are dedicated exclusively to the Metro system to provide outreach and support to these homeless individuals, thereby, creating a partnership between Metro and Los Angeles County. That motion was approved by the Board and those outreach teams are now a component of the proposed Metro Homeless Action Plan.

Metro's Homeless Action Plan is a long term strategy to find solutions for LA County and transit dependent homeless populations. The successful passage of this measure could provide additional funding to support Metro's Action Plan as Metro staff works with the County to combat this increasing problem of homelessness.

Staff recommends that the Board adopt a SUPPORT position on Measure H, Los Angeles County's measure on the March 7, 2017 ballot.

DETERMINATION OF SAFETY IMPACT

There is no determined safety impact due to the enactment of the proposed measure.

FINANCIAL IMPACT

The estimated financial impact has yet to be determined.

ALTERNATIVES CONSIDERED

Staff has considered adopting either an oppose or neutral position on the bill. An oppose or neutral position would be inconsistent with previous Board action related to combatting homelessness in LA County and on the Metro system.

NEXT STEPS

Should the Board decide to adopt a SUPPORT position on the measure; staff will communicate the Board's position to the County. Staff will continue to keep the Board informed as the issue of homelessness is addressed through various programs and measures.



Board Report

File #: 2017-0070, File Type: Contract

Agenda Number: 36.

CONSTRUCTION COMMITTEE FEBRUARY 16, 2017

SUBJECT: DIVISION 16: SOUTHWESTERN YARD PROJECT

**ACTION: APPROVE CONTRACT MODIFICATIONS FOR ACCOMMODATING POTENTIAL
LOS ANGELES WORLD AIRPORTS AUTOMATED PEOPLE MOVER**

RECOMMENDATION

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer (CEO) to negotiate and execute Modification(s) to Contract No. C0991 with Hensel Phelps/Herzog JV, for the **column bent construction for the potential Los Angeles World Airports (LAWA) Automated People Mover accommodations** in an amount not-to-exceed \$3,220,000 increasing the total contract value from \$170,573,106 to \$173,793,106;
- B. APPROVING an increase in Contract Modification Authority (CMA) for Contract No. C0991 in the amount of \$3,220,000 increasing the total CMA from \$17,231,269 to \$20,451,269; and
- C. AUTHORIZING the CEO to enter into a funding agreement with Los Angeles World Airports.

ISSUE

A Notice-to-Proceed was issued to Hensel Phelps/Herzog JV on June 29, 2015 for the design and construction of the Division 16 Southwestern Yard maintenance facility. The design-builder has substantially completed final design for the Division 16 maintenance facility, has commenced construction of the maintenance building, and is in the process of constructing the track facility as part of the C0991 Contract. Los Angeles World Airports (LAWA) has requested Metro to construct an accommodation for the potential Automated People Mover (APM) foundations at one location between the Metro maintenance yard lead track and the main line tracks (see Attachments D and E).

DISCUSSION

Metro and LAWA have been coordinating the planning of the Airport Metro Connector (AMC) 96th

Street Transit Station Project to provide regional transit connectivity to the Los Angeles International Airport (LAX) and the LAWA Landside Access Modernization Program (LAMP) program. Subject to the outcome of LAWA's environmental clearance processes, various alternatives are under consideration.

LAWA completed an update to its Master Plan, General Plan and Specific Plan known as SPAS. While the SPAS has local approval on a programmatic basis, LAWA is currently in a project-level review for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) as part of the LAMP program. The LAWA LAMP program contemplates connection of LAWA facilities with the LAX Central Terminal Area (CTA) via an Automated People Mover (APM) system. LAWA is currently in a procurement process for design and construction of the fixed facilities for the LAX APM.

Through the coordination of the Metro AMC project and the LAWA LAMP program, staff has coordinated a passenger interface at the future 96th St station, which will be located on the Crenshaw/LAX Line and adjacent to Metro's Division 16 maintenance facility. By having the interface at this location, the LAWA APM system is proposed to cross over the Crenshaw/LAX Line main line tracks and the south yard lead that will access the Metro Division 16 maintenance facility.

To minimize disruption to the operating Metro maintenance facility during construction of the potential APM, LAWA has requested Metro to construct a column bent that is located between the maintenance facility south yard lead and the main line tracks. It is critical that construction is authorized in March 2017 so as to not impact the ongoing construction associated with the Crenshaw/LAX main line and Division 16 Southwestern Yard maintenance facility contracts.

An environmental analysis was conducted to determine the potential environmental impacts associated with the construction of the bent column between the maintenance facility south yard lead and main line tracks. This analysis indicates that identified potential environmental impacts would have no adverse effects resulting from the action. Metro would continue to implement the mitigation measures identified in the Record of Decision for the overall project to ensure significant impacts are continually mitigated.

DETERMINATION OF SAFETY IMPACT

This Board action will not have an impact on established safety standards.

FINANCIAL IMPACT

This is a multi-year effort; the project manager and Chief Program Management Officer is responsible for budgeting for future year costs.

Impact to Budget

The funding for the accommodations will be provided by Los Angeles World Airports, as such there are no impacts to Metro's bus and rail operations eligible funding sources.

ALTERNATIVES CONSIDERED

The Board may choose not to move forward with approving the accommodations to execute the Contract Modifications at this time. This is not recommended as construction of the LAWA APM in the future would either impact the construction of the Crenshaw/LAX Transit Project or increase the impacts to Metro Rail Operation of the Crenshaw /LAX line and access to the Division 16 maintenance facility. Metro's design-builder is on schedule and progressing the base construction work for the maintenance facility as required by its contract, and will commence track construction in June 2017. Once track construction progresses, subsequent construction contract modifications will significantly impact the design-builder's contract cost and completion schedule.

NEXT STEPS

Upon approval of the recommendations, staff will execute the Contract Modification.

ATTACHMENTS

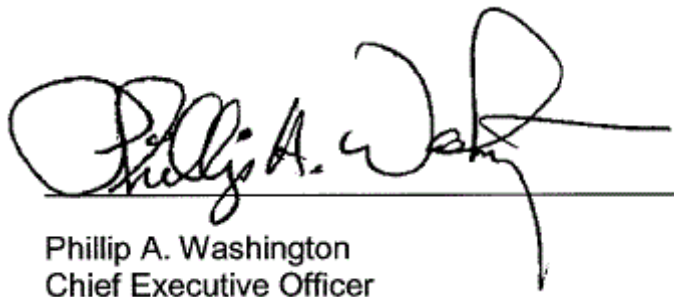
Attachment A - Procurement Summary
Attachment B - Contract Modification/Change Order Log
Attachment C - DEOD Summary
Attachment D - Potential LAWA APM Plan View
Attachment E - Potential LAWA APM Cross Section

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Phillip A. Washington
Chief Executive Officer

PROCUREMENT SUMMARY

1.	Contract Number: C0991			
2.	Contractor: Hensel Phelps Herzog Joint Venture			
3.	Mod. Work Description: Column Bent Construction Work for Future LAWA Automated People Mover Accommodation			
4.	Contract Work Description : Construction and reinforcement of concrete column bent within the Southwestern Yard to accommodate the potential future LAWA automated people mover. The work consists of three circular reinforced concrete columns (approximately 8ft diameter, 40ft height), where each column will be supported on a single Cast-In-Drill-Hole (CIDH) pile (approximately 10ft diameter, 100ft depth).			
5.	The following data is current as of: February 6, 2017			
6.	Contract Completion Status:			
	Bids/Proposals Opened:	Five (5) Bids were received – 1Bid was withdrawn	% Completion \$s:	17%
	Contract Awarded:	June 3, 2015	% Completion Time:	44%
	NTP:	July 1, 2015	Original Contract Days:	1219
	Original Complete Date:	October 31, 2018	Change Order Days:	91
	Current Est. Complete Date:	January 29, 2019	Suspended Days:	0
	Total Revised Days:			1310
7.	Financial Status:			
	Contract Award:		\$ 172,312,695.00	
	Total Contract Modifications Approved:			
	Current Contract Value:		\$ 170,573,105.91	
	Contract Administrator: Deneise Glover Principal Contract Administrator		Telephone Number: 818-446-2797	
8.	Project Manager: Robert Rincon Senior Director, Construction Transit Project Delivery		Telephone Number: 818-435-7759	

A. Procurement Background

This Board Action is to approve contract Modification in support of the construction of Column Bent Construction Work for Future LAWA Automated People Mover Accommodation.

Due to location and physical constraint, the bent cannot be reasonably or efficiently constructed during or after completion of Division 16-Southwestern Yard. The Metro

Crenshaw/LAX line operation would also be extremely impacted if the bent construction occurs after commencement of revenue service.

Contract No. C0991 is a firm-fixed price type contract awarded June 3, 2015, to Hensel Phelps Herzog Joint Venture, in the amount of \$172,312,695. Hensel Phelps Herzog Joint Venture was the lowest price responsive and responsible bidder.

A total of eighteen (18) contract modifications have been approved totaling \$(1,329,609.91), three (3) change orders totaling \$25,400.00, and four (4) contract modifications estimated at \$3,043,799.00 are pending, including the recommended contract modification in this board item. The approved and pending contract modifications are listed in Contract Modification/Change Order Log–Division 16: Southwestern Yard - Attachment B.

B. Cost/Price Analysis

The price for the proposed Contract Modification has yet to be determined; however it would not exceed \$3,220,000. The disparity between the price bid received and the ICE may be attributed to current construction market and inherent risks associated with a project of this size, location, and complexity, and will be resolved through fact-finding, clarifications, independent cost estimates, cost analysis, price analysis, technical evaluation, negotiations, and subject to audit.

Item No.	Modification	Proposal Amount	Metro ICE	Negotiated or NTE Amount
	Column Bent Construction Work for Future LAWA Automated People Mover Accommodation	\$ 2,680,344.00	\$ 1,669,028.00	\$ 3,220,000

ATTACHMENT B**CONTRACT MODIFICATION/CHANGE ORDER LOG-
DIVISION 16: SOUTHWESTERN YARD/C0991**

Modification #	Description	Status	Cost
N/A	Initial Award		
1	Inclusion of Schedules D and E	Approved	NO COST
2	Contract Time	Approved	NO COST
3	Schedule of Quantities and Prices – Schedule "C" Provisional Sums – Line Item No. 10	Approved	NO COST
4	Contract Compliance Manual	Approved	NO COST
5	Utility Investigation Potholes	Approved	\$25,960.00
6	Shifting of Rain Delay Days In Baseline Schedule	Approved	NO COST
7.3	Contract Compliance Manual Updates	Approved	NO COST
8	Replace Johnson Controls	Approved	\$17,621.02
9	Delete Wheel Boring Machine Plan	Approved	(\$1,676,756.20)
10	Bellanca Revocable Permit Support	Approved	\$45,000.00
11	Main Shop Blowdown Safety Railing	Approved	\$130,000.00
12	Addition of Break Room at Paint and Body Shop Building	Approved	\$57,000.00
13	Concrete Footing Under Curb	Approved	\$6,200.00
14	Underground Loading Dock	Approved	\$27,000.00
15	9.5" vs. 7" AC on Bellanca Street	Approved	\$13,700.00
16	Concrete Pad Under Asphalt	Approved	\$31,300.00
17	Miscellaneous Facility Modifications	Approved	\$55,565.27
18	Roof Mounted Equipment	Pending	\$98,000.00
19	Owner Furnished/Contractor Installed - WCH Bumping Post	Approved	(\$62,200.00)
20	Main Storm Drain Bridging Plan	Pending	\$226,500.00
21	Neutrogena 6" Fire Water Line	Pending	\$38,955.00
TBD	Column Bent Construction Work for Future LAWA Automated People Mover Accommodation	Pending	\$3,220,000.00

Change Orders	Description	Status	Cost
CO-1.1	Yard Area Reduction Plan	NTE	\$0
CO-5.1	Design Street Lights and City ROW Improvements	NTE	\$25,400.00
CO-7	Facilities Equipment Revision	NTE	\$0
Subtotal – Approved Modifications and Change Orders			(\$1,329,609.91)
Subtotal – Pending Changes/Modifications			\$3,289,199.00
Total Modifications and Pending Changes (including this Change)			\$1,959,589.09
Prior CMA Authorized by the Board (including Base Award and other Modifications)			\$17,231,269.00

DEOD SUMMARY

DIVISION 16: SOUTHWESTERN YARD PROJECT/
CONTRACT NO. C0991**A. (1) Small Business Participation - Design**

Hensel Phelps/Herzog Joint Venture (HP/H JV) made a 20.93% Disadvantaged Business Enterprise (DBE) commitment for Design. Design is currently 70% complete. Eight (8) DBE commitments were made at the time of award, and three (3) additional DBE subcontractors have been added to-date. Current DBE participation is 18.31%, a shortfall of 2.62%. HP/H JV explained that the shortfall is directly attributable to delays in Design approvals. The Project Manager confirmed that final Design approvals are anticipated in February of 2017, and with subsequent payments to DBE subcontractors, HP/H JV is expected to meet its DBE contract commitment.

DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT	20.93%	DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION	18.31%
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	Design DBE Subcontractors	Ethnicity	% Committed	Current Participation¹
1.	Bobby Knox	Subcontinent Asian American	0.29%	0.35%
2.	ICI Engineers, Inc.	Asian-Pacific American	1.52%	0.00%
3.	JCE Structural Engineering Group	Hispanic American	2.06%	2.20%
4.	JCE Structural Engineering Group. (Site Rep)	Hispanic American	5.37%	0.00%
5.	Nexus Consulting and Management Services, Inc.*	Hispanic American	Added	2.20%
6.	Okapi Architecture, Inc.*	Asian-Pacific American	Added	0.31%
7.	RAW International	Hispanic American	0.88%	0.00%
8.	RSE Associates,	Asian-Pacific	0.27%	0.00%

	Inc.	American		
9.	SKA Design	Hispanic American	0.37%	0.44%
10.	Soteria Company, LLC*	Hispanic American	Added	0.24%
11.	V&A, Inc.	Hispanic American	10.17%	12.57%
	Total		20.93%	18.31%

¹Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷ Total Actual Amount Paid-to-date to Prime

*DBE added after contract award

A. (2) Small Business Participation – Construction

HP/H JV made a 16% Disadvantaged Business Enterprise (DBE) commitment for Construction at the time of contract award. Ten (10) DBE subcontract commitments were made at the time of award. After the start of Construction, 26 DBE subcontractors were added. HP/H JV is currently achieving 13.56% of their proposed 16% DBE subcontract commitment for Construction. It is expected that DBE commitments will continue to increase as Construction progresses.

Based on the total amount paid-to-date to HP/H JV, and the total actual amount paid-to-date to DBE subcontractors, current participation is 10.26%. HP/H JV is expected to continue ongoing outreach and good faith efforts to meet their DBE contract commitment.

DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT	16%	DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION	10.26%
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Item No.	Construction DBE Subcontractors	Ethnicity	% Commitment	Current ¹ Participation
1.	A. Baros Trucking*	Hispanic American	0.00%	0.00%
2.	AJK Communications	Subcontinent Asian American	3.86%	0.00%
3.	AZ Construction, Inc.*	Asian-Pacific American	0.02%	0.12%
4.	Blackgold	Hispanic	0.01%	0.00%

	Development*	American		
5.	C Bermudez Trucking*	Hispanic American	0.00%	0.13%
6.	C.P.R. Trucking, Inc.*	Hispanic American	0.02%	0.36%
7.	Certified Air Balance Company, Inc.	Hispanic American	0.02%	0.00%
8.	Coast Surveying*	Hispanic American	0.06%	0.44%
9.	Coleman Construction Inc.*	African American	0.36%	0.92%
10.	DSG Mechanical Corporation	Hispanic American	0.51%	0.00%
11.	EW Corporation	Hispanic American	2.66%	1.04%
12.	Excelsior Elevator Corp*	Asian–Pacific American	0.52%	0.00%
13.	Fine Grade Equipment, Inc.*	Native American	0.65%	3.22%
14.	Floyd's Trucking, LLC*	African American	0.00%	0.00%
15.	Fs3, Inc.*	Hispanic American	0.25%	0.43%
16.	G&C Equipment Corporation (HVAC Equip.)	African American	0.11%	0.54%
17.	G&C Equipment Corporation (Lighting Materials)	African American	1.28%	0.00%
18.	Gaines Trucking*	African American	0.11%	0.00%

19.	Global Electric	Hispanic American	0.06%	0.00%
20.	Global Transloading, LLC*	Hispanic American	0.00%	0.01%
21.	Growth Development Marketing, Inc.*	African American	0.04%	0.04%
22.	JLE Broker Inc. dba Anaya's Trucking*	Hispanic American	0.26%	1.94%
23.	JoJo's Trucking, Inc.*	Hispanic American	0.00%	0.00%
24.	Kroner Environmental Services, Inc.*	Caucasian Female	0.04%	0.04%
25.	LB Trucking Services, LLC*	African American	0.00%	0.00%
26.	Lejend Corporation*	African American	0.00%	0.00%
27.	Lumas Air, Inc.	African American	0.20%	0.00%
28.	Morgner Technology Management*	Hispanic American	0.44%	0.52%
29.	MTGL Inc.*	Hispanic American	0.52%	0.28%
30.	NRW Trucking*	African American	0.00%	0.00%
31.	Perez Construction	Hispanic American	0.83%	0.00%
32.	Sand Materials & Aggregate Sales, Inc.*	Caucasian Female	0.07%	0.00%
33.	Superior Fire, Inc.	Hispanic American	0.57%	0.00%
34.	TMM Enterprises	African	0.00%	0.00%

	Group, Inc.*	American		
35.	TSG Enterprises Group, Inc.*	Hispanic American	0.09%	0.23%
36.	Vision Trucking*	African American	0.00%	0.00
	Total Commitment		13.56%	10.26%

¹Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷ Total Actual Amount Paid-to-date to Prime

*DBE added after contract award

B. Project Labor Agreement / Construction Careers Policy (PLA/CCP)

The Contractor has committed to complying with PLA/CCP requirements for this project. This project is 8.29% complete (based on total construction labor hours expended, divided by the total estimated construction labor hours in the approved Employment Hiring Plan) and the contractor is achieving the 40% Targeted Worker Goal at 49.82%, and the 20% Apprentice Worker Goal at 21.33%, but not achieving the Disadvantaged Worker Goal at 9.12%. Prime Contractor has submitted an Employment Hiring Plan which states compliance with the PLA/CCP workforce goals will be met by mid-2017. Staff will continue to monitor and report the contractor's progress toward meeting the goals of the PLA/CCP. This contract falls under the U.S. DOT's Local Hire Pilot Program.

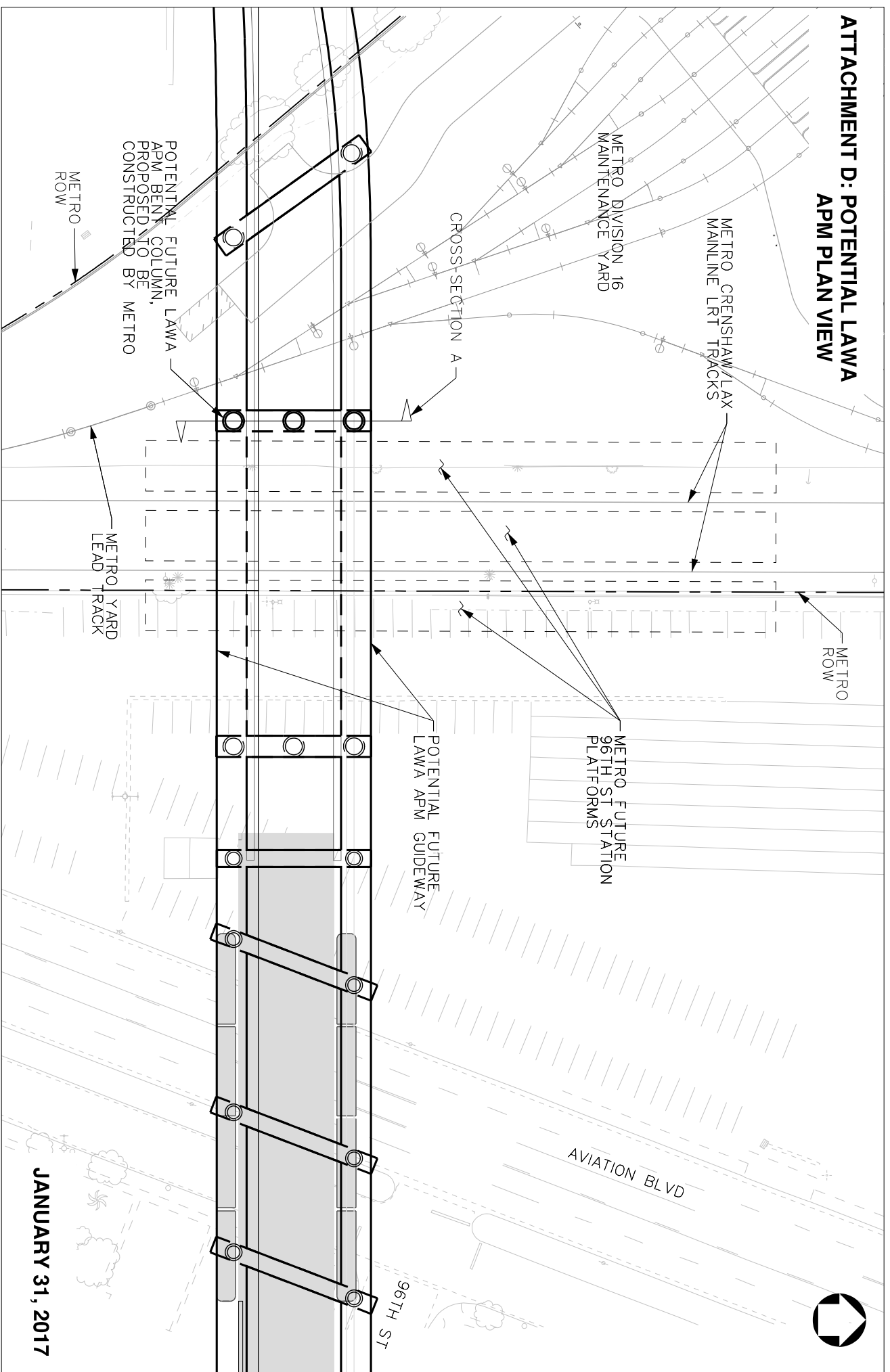
C. Prevailing Wage Applicability

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: surveying, potholing, field, soils and materials testing, building construction inspection, construction management and other support trades.

D. Living Wage Service Contract Worker Retention Policy Applicability

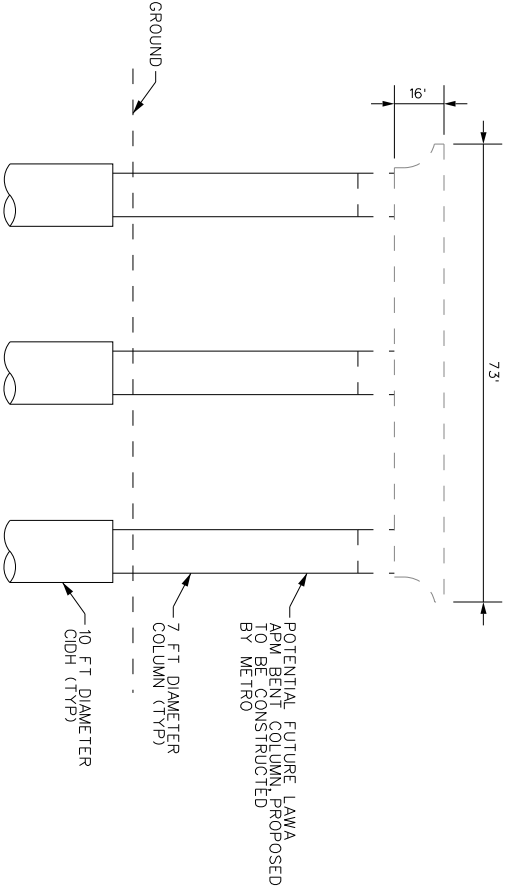
The Living Wage and Service Contract Worker Retention Policy is not applicable to this modification.

**ATTACHMENT D: POTENTIAL LAWA
APM PLAN VIEW**



JANUARY 31, 2017

**ATTACHMENT E: POTENTIAL LAWVA
APM CROSS SECTION**



CROSS-SECTION A
NOT TO SCALE



Board Report

File #: 2016-0767, **File Type:** Informational Report

Agenda Number: 10.

FINANCE, BUDGET & AUDIT COMMITTEE FEBRUARY 15, 2017

SUBJECT: IMPLEMENTATION OF ALL DOOR BOARDING ON THE SILVER LINE

ACTION: APPROVE CONTINUATION OF ALL DOOR BOARDING ON THE SILVER LINE

RECOMMENDATION

CONSIDER:

- A. RECEIVING AND FILING an evaluation report on **All Door Boarding (ADB) on the Silver Line**; and
- B. APPROVING continuing All Door Boarding indefinitely on the Silver Line beyond the 6 month pilot period.

ISSUE

In March 2016, Metro's Board of Directors (Board) approved the implementation of All Door Boarding (ADB) as a 6 month pilot project on the Silver Line (Line 910/950). The purpose of the pilot, which began in June 2016, is to test a methodology for implementing ADB that increases speed and reliability of bus service, while controlling fare evasion. The pilot was implemented as directed, and pre/post implementation data was collected and analyzed. This report provides an evaluation of the benefits and constraints of ADB, and recommends a path forward for the Silver Line as well as criteria to consider for future ADB implementation.

DISCUSSION

Background

In keeping with elements critical to the success of BRT, reducing customers' transit travel time requires improvements to three parts of their trip: wait time, in service running time and stop dwell time. The Silver Line address wait times through high frequencies, and in service running time through signal priorities and partially dedicated right of way, but has not employed elements to address stop dwell times. ADB is a strategy for improving speed and reliability of transit service through faster boarding and more efficient fare collection. The objective of this pilot is to reduce bus stop dwell times and variability, by allowing customers with valid TAP cards to board at any door.

One drawback to this boarding approach is the potential for increased fare evasion. To minimize this concern, the ADB pilot was implemented with the requirement that passengers need to have a validated TAP card when riding the Silver Line. This allows for more thorough fare checks by enforcement officers, similar to the Metro rail system and the Orange Line.

Limiting fare payment to TAP only constitutes a fare change pursuant to Metro Administrative Code (Section 2-50-015). A Title VI analysis and a public hearing are required for any fare change that extends beyond the six month pilot period. A Title VI analysis was thus conducted to assess the impact of this fare change on minority and low-income populations within Metro's ridership, and a public hearing was conducted on October 19, 2016 to consider TAP only boardings as a condition of the Silver Line ADB project. Around 20 comments were received with the majority favoring the ADB pilot with TAP only boarding. As a result, the Board approved this fare change as a component of ADB on the Silver Line.

Pilot Logistics

The Silver Line ADB pilot commenced on June 26, 2016. To expedite fare payment and allow for boarding at any door, Bus Mobile TAP Validators (BMV) were installed inside the rear door of all Silver Line buses. In addition, BMVs were installed on the left stanchion immediately inside the front door to allow customers with valid TAP cards to bypass any ongoing activity at the farebox. Customers without valid TAP fare payment or needing assistance continue to enter through the front door to interact with the operator.

To mitigate fare evasion, two dedicated teams of LASD fare enforcement officers were assigned to address fare enforcement and quality of life issues on the Silver Line through the pilot period. Their mission is to provide safety and security under a high visibility deployment plan in which they enforce Metro's Customer Code of Conduct at stations and on board buses.

Prior to commencing the pilot, an extensive public outreach campaign was conducted to educate passengers on the ADB pilot and the TAP only requirement. Staff also visited Operating Divisions that manage the Silver Line to solicit input from the Bus Operators.

Findings

Attachment A provides a detailed evaluation report. In general, based on data collect before and after implementation, the Silver Line ADB pilot demonstrated that there can be resource savings from a reduction in dwell time. In addition, reducing the range (or fluctuation) in dwell time from trip to trip helps to improve the line's overall reliability and headway regularity. However, not all bus stops benefit significantly from ADB. As shown in Table 1, bus stops with heavier customer activities (boardings/alightings) experienced greater dwell time reductions compared to stops with fewer activities.

Table 1
Average Change in Dwell per Customer Boarding/Alighting

Avg. Boardings/Alighting per Customer	Seconds			
	Feb-16	Oct-16	Change (#)	Change (%)
Stops with 10 or less	12.0	11.0	(0.98)	-8%
Stops with 11-15	4.6	4.2	(0.44)	-9%
Stops with 16-20	6.6	3.6	(3.07)	-46%
Stops with greater than 20	5.1	2.8	(2.28)	-45%

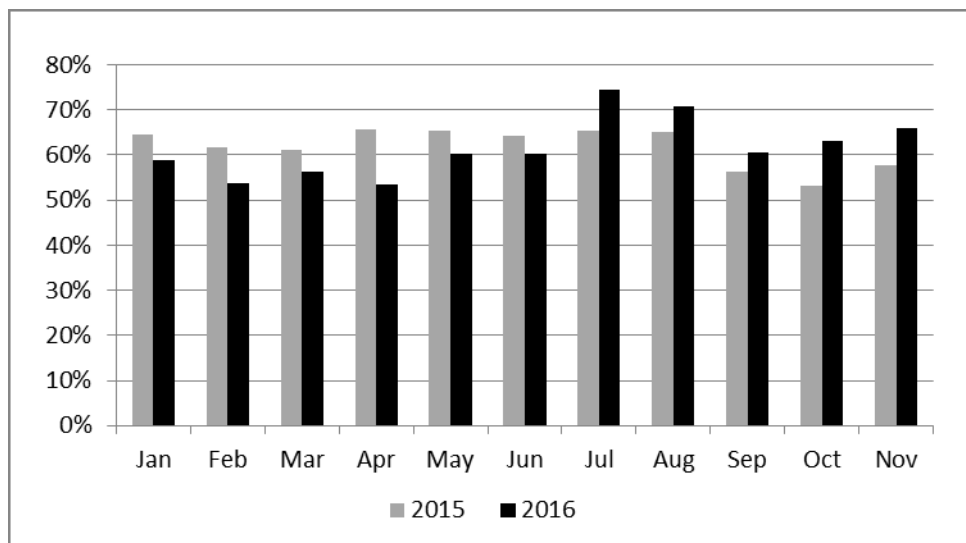
Based on the average customer activity at each stop throughout the day, and the dwell time reductions from Table 1, Table 2 shows the average minutes of dwell time reduction per trip on the Silver Line for different time periods. Prior to ADB, each Silver Line trip incurred about 14 min of dwell time on average. Overall, ADB reduced dwell times by 2.1 minutes per trip, or about 15%. The greatest benefits were achieved during the PM Peak in the southbound direction, with a savings of 3.4 min, while the least amount of savings was during the Early AM in the southbound direction. Since resource (bus) savings can only be achieved if the dwell time savings is equal to greater than the headway (4.5 min in the AM Peak and 5.0 min in the PM Peak), ADB alone does not reduce the number of peak buses required to operate the Silver Line. However, due to increased travel time along the corridor, ADB can be attributed to eliminating the need to add an additional bus during the peak periods, which would cost \$150,000 annually.

Table 2
Average Change in Dwell Time Per Trip

	Dwell Time Change (min)		
	Northbound	Southbound	Average
Early AM	(2.2)	(0.7)	(1.5)
AM Peak	(2.2)	(2.8)	(2.5)
Base	(2.1)	(2.3)	(2.2)
PM Peak	(2.0)	(3.4)	(2.7)
Evening	(1.1)	(2.2)	(1.7)
Average	(1.9)	(2.3)	(2.1)

Although ADB did not save enough dwell time to achieve operational efficiencies, it did result in less fluctuation in dwell times at stops with heavy customer activity. Since bus schedules are set once for every six month period, reducing fluctuations in both running time and dwell time should result in an improvement in On Time Performance (OTP). Figure 1 shows that OTP improved since the implementation of ADB as a result of 1) dwell time savings being reinvested into running time where needed, and 2) reduction in the fluctuation in dwell times, increasing the probability that schedules will be met. To achieve this improvement without ADB would require additional scheduled time to be added, likely resulting in increased resource requirement (and operating cost), as well as an overall increase in trip travel time. ADB combined with planned ExpressLanes enforcement technology improvements should yield further travel time savings in the future. Additionally, current installation of TVM's at all in-line stations between El Monte Station and the Harbor Gateway Transit Center will reduce the amount of cash paying customer interactions at the farebox, thereby resulting in further ADB savings.

Figure 1
Silver Line In Service On Time Performance



In addition to the dwell time reductions and improvements to on time performance overall customer response was positive. Eighty six percent of customers surveyed indicated that the ADB project is a good idea and should be continued. Eighty one percent of customers surveyed responded that they have boarded through the back door, and of those, approximately 86% of them prefer to do so.

Fare Enforcement Efforts

The perception of fare evasion is a concern for passengers who ride the Silver Line. Many passengers surveyed responded that they have seen fare evasion on numerous occasions. Fare evasion, whether real or perceived, continues to be the primary concern for agencies that have implemented ADB, and must be continuously checked and enforced to ensure that it does not escalate.

The Silver Line ADB pilot project was supported by one dedicated team of fare enforcement officers per AM and PM shift. Reports from the fare enforcement officers indicate that fare evasion has decreased from 8% in August to 5% in December 2016 as a result of the dedicated fare enforcement team.

Transitioning more customers from cash to TAP boardings was an objective of the pilot as it reduces dwell times and improves fare enforcement. Overall, there was a decline in the number of customers paying cash, from 46,620 to 30,385, confirming that there has been a significant conversion from cash to TAP. However, there was a slight increase in the difference between actual and expected cash fare revenue. As a result, the average fare revenue per cash customer decreased from \$2.22 to \$2.19.

The Silver Line charges a premium fare of \$2.50 to ride, compared to the base adult cash fare of

\$1.75. Therefore, customers are required to pay a \$0.75 upcharge if boarding using a free two hour transfer after paying \$1.75 in TAP stored value on a previous line, or with a regular 7-Day, 30-Day, or EZ TAP pass without zone upcharges. Given the uniqueness of the Silver Line fare structure, some customers were either not aware of the upcharge or unsure of when/how to pay it at the farebox. However, through extensive operator and customer outreach and education, increased compliance has become another benefit of the pilot. Within a fifteen-week period, the upcharge compliance showed a steady increase, almost doubling. This improvement increased the average upcharge from \$0.21 to \$0.34.

Recommendations

Based on the evaluation results, along with upcoming improvements to be implemented along the line, it is recommended that ADB continue on the Silver Line. While resource savings were not achieved during the six month pilot period, it is evident that the program has helped to improve on time performance by reducing fluctuations in dwell time and saving revenue hours to reinvest in running time. In addition, the TAP only boarding improved fare enforcement, upcharge compliance, and reduced dwell time.

Public and employee reaction to ADB has been favorable aside from the concerns about induced fare evasion. Therefore, the dedicated teams on fare enforcement officers must continue to support the Silver Line in order to ensure that fare evasion is monitored and punished, and public perception is addressed.

Future consideration to implement ADB on any other line should adhere to the following minimum requirements:

- High Frequency - In order to maximize resource savings the amount of dwell time saved must equal or exceed the scheduled headway. Therefore, any future candidate for ADB should maintain a peak hour average headway of less than 10 minutes.
- Stop Activity - The Silver Line pilot has shown that the maximum benefits of ADB are derived at stops with heavy customer activity. Therefore, new ADB lines should have more than 10 boardings and alightings per trip at stops that account for at least 50% of the trip's total boardings and alightings.
- Transit Priorities - To minimize the external factors influencing dwell time, any near side stop at a signalized intersection on a candidate line should have transit priorities. In addition, exclusive or partially exclusive Right of Way for the majority of the line is preferable.
- Other Considerations - Other factors that would improve the candidacy of a line for ADB include high wheelchair boardings, articulated buses, and a high percentage of cash paying customers.

DETERMINATION OF SAFETY IMPACT

Approval to continue ADB on the Silver Line will not have a safety impact to customers or employees. Indirectly, based on Operator feedback, ADB may reduce assaults on operators as fare enforcement, one of the major causes of conflict between passengers and Operators, would be largely transferred to law enforcement.

FINANCIAL IMPACT

ADB on the Silver Line will utilize TAP equipment currently installed for the Silver Line. Therefore, no additional funding in the FY17 budget will be required to procure equipment for this program.

The result in dwell time improvements allowed for a reallocation of resources, providing the additional running time needed to improve on time performance, which may have required up to 1,500 annual revenue service hours (RSH). Based on a marginal operating rate of \$100 per RSH, these RSH would have increased the FY17 operating cost by \$150,000.

In addition, the dedicated fare enforcement resulted in a 3% decrease in fare evasion, from 8% to 5%. This improvement represents an annual increase of about \$125,000 in fare revenue.

ALTERNATIVES CONSIDERED

The alternative to staff recommendation is to not continue ADB on the Silver Line. However, this is not recommended as customers will not benefit from shorter dwell times, and Metro will not be able to sustain the improved on time performance without additional resources.

NEXT STEPS

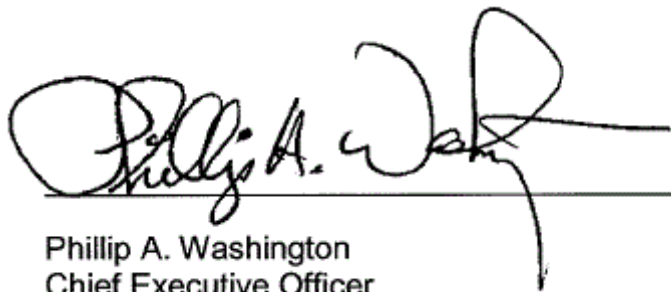
Should the Board approve continuation of ADB on the Silver Line, TAP will continue to support the effort to maintain equipment for the Silver Line, System Safety and Law Enforcement will continue fare checks with the existing deployment plan, and Operations will continue to refine schedules as the ADB program stabilizes.

ATTACHMENTS

Attachment A - Silver Line All Door Boarding Pilot Project Evaluation

Prepared by: Anika-Aduesa Smart, Manager - Budget, Finance, 213-922-6964
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Reviewed by: Nalini Ahuja, Chief Financial Officer, 213-922-3088



Phillip A. Washington
Chief Executive Officer

Silver Line (Line 910) All Door Boarding Pilot Project Evaluation

Objective

In March 2016, Metro's Board of Directors (Board) approved the implementation of All Door Boarding (ADB) as a 6 month pilot project on the Silver Line. The purpose of the pilot, which began in June 2016, is to test a methodology for implementing ADB that increases speed and reliability of bus service, while controlling fare evasion. This service enhancement is part of Metro's continuing efforts to improve and enhance the transit experience and support Metro's Countywide Bus Rapid Transit (BRT) expansion.

Optimization of the Customer Transit Experience

The Federal Transit Administration (FTA) identifies a number of major elements critical to the success of BRT, such as type of running way, branding, stations, and Intelligent Transportation Systems (ITS). The incorporation of these elements achieves several key BRT objectives, including travel time savings, improved reliability, branding to attract new markets, enhanced safety and security, enhanced capacity, and accessibility.

The Silver Line (Line 910) is one of Metro's busiest bus lines, with an average of over 16,000 boardings per weekday, and growing. The line is challenged by poor on time performance as a result of heavy traffic along the I-10/I-110 ExpressLanes, which negatively impacts bus running times. High passenger boarding activity also results in lengthy dwell times at key stations, further impacting travel time and reliability.

The Silver Line has been a BRT "work in progress" over the past seven years. The line was first implemented in December 2009 by consolidating five distinct existing express lines into one consolidated line operating between Harbor/Gateway Transit Center and El Monte Station via the I-10 and I-110 freeways. Initially, the service was implemented with few BRT elements other than High Occupant Vehicle lanes and in-line freeway stations. However, with the implementation of Metro's ExpressLanes along the I-10/I-110 beginning in 2010, several infrastructure improvements were made, including:

- Redesigned and expanded El Monte Station;
- Sheriff substation at Harbor/Gateway Transit Center;
- Lighting and sound enclosure improvements;
- Improved local bus connections at Manchester and Slauson Stations;
- Improved signage and wayfinding;
- New branded buses;
- Signal priority and extended bus only lanes in downtown Los Angeles;
- Additional service frequency.

Today, the Silver Line incorporates six (6) key BRT attributes, which have contributed to the line's success (Table 1).

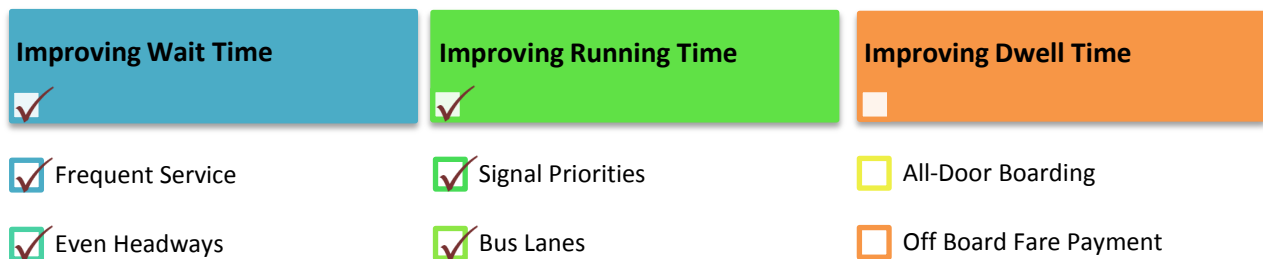
Table 1
Attributes of BRT

Element	Silver Line (Line 910)
Running Ways	<ul style="list-style-type: none"> • High Occupancy Toll lanes along I-10 and I-110
Stations	<ul style="list-style-type: none"> • In Line freeway stations with passenger amenities
Vehicles	<ul style="list-style-type: none"> • Low floor buses
ITS	<ul style="list-style-type: none"> • Arterial bus signal priority and NextBus technology
Service and Operations Plan	<ul style="list-style-type: none"> • Frequent service with longer stop spacing
Branding Elements	<ul style="list-style-type: none"> • Branded bus color and stop designation
Fare Collection	N/A

While the infrastructure improvements allow buses to operate at higher speeds through the congested corridors, excessive dwell times continue to impact the line's performance due to high levels of boarding activity at key stops. As such, additional measures need to be taken to reduce travel time and improve reliability on this line.

Reducing customers' transit travel time requires improvements to three parts of their trip: wait time, in service running time and stop dwell time. Figure 1 below summarizes the aspects of travel time and the optimizing strategies used to address them.

Figure 1
Travel Time Strategies



As other efforts are underway to reduce wait time and increase operating speeds, as indicated above, the ADB pilot program tests the effectiveness of the remaining element of BRT, faster boarding through more efficient fare collection. It is aimed at reducing bus stop dwell times and variability, by allowing customers with valid TAP cards to enter from the rear door. Cash and transfer customers are still required to enter through the front door.

Pilot Logistics

The Silver Line ADB pilot commenced on June 26, 2016. To expedite fare payment and allow for boarding at any door, Bus Mobile TAP Validators (BMV) were installed inside the rear door of all Silver Line buses. In addition, BMVs were installed on the left stanchion immediately inside the front door to allow customers with valid TAP cards to bypass any ongoing activity at the farebox. Customers without valid TAP fare payment or needing assistance continue to enter through the front door to interact with the operator.

One drawback to allowing customers to board through the rear door is the potential for inducing fare evasion. To minimize this issue, the ADB pilot was implemented with the requirement that customers need to have a validated TAP card when riding the Silver Line. This allows for more thorough fare checks by enforcement officers, similar to the Metro rail system and the Orange Line.

Limiting fare payment to TAP only constitutes a fare change pursuant to Metro Administrative Code (Section 2-50-015). A Title VI analysis and a public hearing are required for any fare change that extends beyond the six month pilot period. A Title VI analysis was thus conducted to assess the impact of this fare change on minority and low-income/impoverished populations within Metro's ridership. The findings of the analysis were as follows:

- There would be no Disparate Impact to Minorities by limiting fare payment to TAP only;
- There would be a Disproportionate Burden on low income riders who currently use tokens to pay their fare.

To mitigate the issue of token as well as cash customers not being able to board without a TAP card, Metro staff took several significant measures to address this concern by implementing the following:

- Approximately 50,000 free TAP cards were assigned and distributed to passengers paying with cash and tokens on the Silver Line;
- Fareboxes were programmed with "reload" capabilities, allowing passengers to load stored value of up to \$20 onto TAP cards on board the bus;
- Ticket Vending Machines (TVM) are being installed at key stations, such as Harbor/Gateway and Cal State LA stops, with plans to install TVMs all in-line stations by Spring 2017;

A public hearing was conducted on October 19, 2016 to consider TAP only boardings as a condition of the Silver Line ADB project. Around 20 comments were received with the majority favoring the ADB pilot with TAP only boarding. As a result, the Board approved this fare change as a component of ADB on the Silver Line.

To mitigate fare evasion, two dedicated teams of LASD fare enforcement officers were assigned to address fare enforcement and quality of life issues on the Silver Line through the pilot period. Their mission is to provide safety and security under a high visibility deployment plan in which they enforce Metro's Customer Code of Conduct at stations and on board buses.

Communications and Customer Engagement

An important part of the process was engaging customers, to share project objectives and solicit their opinions on the value and viability of the project. Prior to commencing the pilot, an extensive public outreach campaign was conducted to educate passengers on the ADB pilot and the TAP only requirement, including the following:

- Teams of “Blue Shirt” ambassadors were stationed at major Silver Line stops for two weeks prior and one week after implementation to educate the public and assist in the transition to TAP only;
- 75,000 Take Ones were distributed in English, Spanish and Chinese on buses and at stations (Attachment B);
- New “Know Your Fare!” pamphlets were developed and 5,000 of them distributed on buses and at stops (Attachment B);
- 50,000 wallet-sized TAP hand-outs were developed to distribute with the free TAP cards to cash riders;
- Car cards were posted in all Silver Line buses;
- Pull up banners were deployed at major stops to help alert customers to the coming project;
- Customer refund cards were created and distributed to Operators to help resolve issues of lost payment at the farebox;
- Special map case advertisements were posted at the major stations; and
- Announcements of ADB and TAP only were posted on the Silver Line’s website and the Source/El Pasajero.

Staff also visited Operating Divisions that manage the Silver Line to solicit input from the Bus Operators. In addition, a comprehensive training program was developed to educate Silver Line operators on the TAP card “reload” process and ADB, including the following:

- Tariff Notices and Operator cheat sheet on ADB and TAP only fare payment;
- PowerPoint based training tool at the divisions;
- Mobile training farebox with “reload” capabilities at the divisions;
- RAP sessions with operators to exchange information and feedback;
- Division management briefings;
- Supervisor trainings (“Train the Trainer” sessions); and
- On street monitoring and operator assistance/support.

These outreach efforts had proven in the past a more effective way to ensure proper implementation of the project, and minimizes confusion on both the part of the Operator and the customer.

Scope of Evaluation/Evaluation Program/Evaluation Plan

While ADB can result in true dollar cost savings and revenue impacts, the perceived benefits and drawbacks of the program should be considered equally important in the evaluation, given its influence on service quality and ridership. Therefore, the scope of evaluation of the ADB pilot consists of:

- Calculated dwell time savings and its impact on resource requirement and service reliability;
- Estimated impact to fare evasion;
- Customer perceptions of the benefits and drawbacks of implementing ADB;
- Other lessons learned and field observations from the ADB pilot program.

To support the evaluation plan, quantitative data was collected during the test period, as well as qualitative assessments through surveys, focus groups and peer agency reviews, as follows:

- Automatic Passenger Counter (APC) boarding data;
- Farebox and Bus Mobile Validator (BMV) fare unit counts;
- On Time Performance data and field observations;
- Data from the Transit Court department regarding fare evasion;
- Customer surveys conducted by OMB and TAP staff; and
- Vehicle Operations Supervisors (VOS), TAP “Blue Shirt” ambassadors and Operator debriefs.

Findings

Dwell time data was collected from Automatic Passenger Counter information which includes time and location stamps for “door open” and “door close” activities. Data was analyzed for a baseline period (February 2016) prior to the ADB pilot, as well as during the ADB pilot (October 2016). The information was segmented by time of day and by Silver Line stops. Based on this information, the Silver Line ADB pilot demonstrated that there can be resource savings from a reduction in dwell time. In addition, reducing the range (or fluctuation) in dwell time from trip to trip helps to improve the line’s overall reliability and headway regularity.

Bus stop dwell time consists of a “fixed” and a “variable” component. All stops incur a minimum “fixed” amount of dwell time that represents the time between door open and the first customer activity, and the time between the last customer activity and door close. This amount of time generally appears to be around 10 seconds, but can vary depending on operator response time opening and closing the doors, and the speed of the first customer boarding or alighting the bus. Stops also incur a “variable” amount of dwell time depending on the amount of customer activity (number of boardings/alightings). ADB addresses the variable component of dwell time and not the fixed component. Therefore, ADB provides the greatest benefits at stops with high customer activities vs. low activity stops since the variable component is a greater percentage of overall dwell time at stops with high activity compared to stops with low activity (Figure 2). Table 2 shows a comparison of average station dwell times per boarding and alighting activities based on the amount of activity per trip.

Figure 2
Relationship of Customer Activity (Avg. Daily Boardings and Alightings) to Dwell Time Reduction

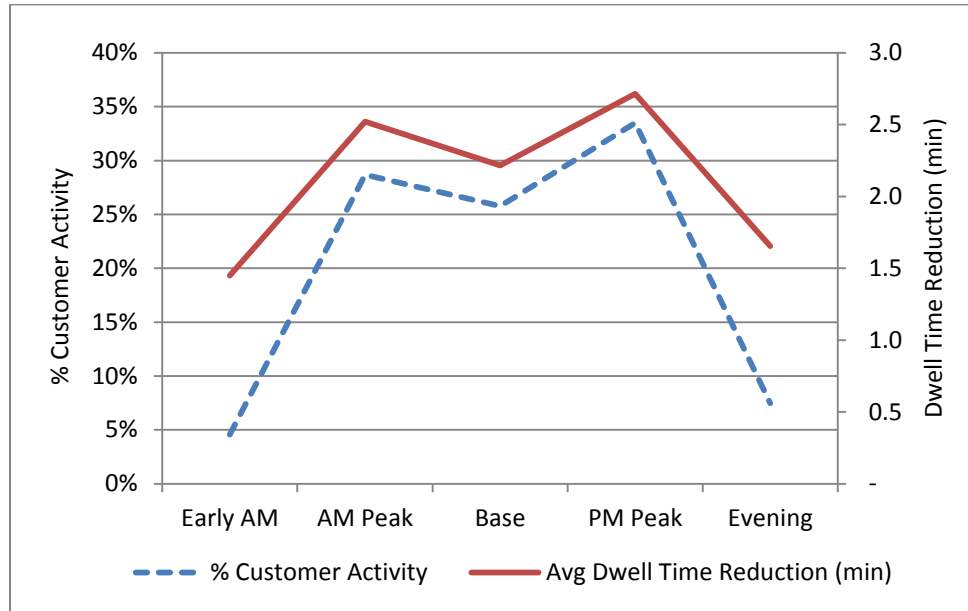


Table 2
Average Change in Dwell per Customer Boarding/Alighting

Avg. Boardings/Alightings per Customer	Seconds			
	Feb-16	Oct-16	Change (#)	Change (%)
Stops with 10 or less	12.0	11.0	(0.98)	-8%
Stops with 11-15	4.6	4.2	(0.44)	-9%
Stops with 16-20	6.6	3.6	(3.07)	-46%
Stops with greater than 20	5.1	2.8	(2.28)	-45%

In addition, dwell times are impacted by a number of internal and external factors. Internal factors include the ability for customers to efficiently board and alight, pay their fares, load and unload bicycles and wheelchairs, and operator behavior. External factors include signalized intersection at a nearside bus stop, traffic congestion, and other conflicting movements (e.g. right turn traffic or bikes) that prevent a bus from pulling away from the bus stop. The ADB pilot addresses several of the internal factors, but cannot mitigate the impacts of external factors. Therefore, some stops with more significant external factors, such as 7th/Flower and 7th/Figueroa showed less benefit from ADB despite heavy customer activity. As shown in Table 3, the 7th Street stops experienced much less of an ADB benefit compared to other stops with similar levels of customer activities.

Table 3
Impact of External Factors on Dwell Time Reduction

	Avg. Ons/ Offs per Trip	Dwell Time Reduction
7th/Figueroa, 7th/Flower	12	-3%
All other stops with similar activity	9	-11%

Based on the average customer activity at each stop throughout the day, and the dwell time reductions from Table 2, Table 4 shows the average minutes of dwell time reduction per trip on the Silver Line for different time periods. Prior to ADB, each Silver Line trip incurred about 14 min of dwell time on average. Overall, ADB reduced dwell times by 2.1 minutes per trip, or about 15%. The greatest benefits were achieved during the PM Peak in the southbound direction, with a savings of 3.4 min, while the least amount of savings was during the Early AM in the southbound direction. However, since resource (bus) savings can only be achieved if the dwell time savings is equal to greater than the headway (4.5 min in the AM Peak and 5.0 min in the PM Peak), ADB alone does not reduce the number of peak buses required to operate the Silver Line. However, due to increased travel time along the corridor, ADB can be attributed to eliminating the need to add an additional bus during the peak periods, which would cost \$150,000 annually.

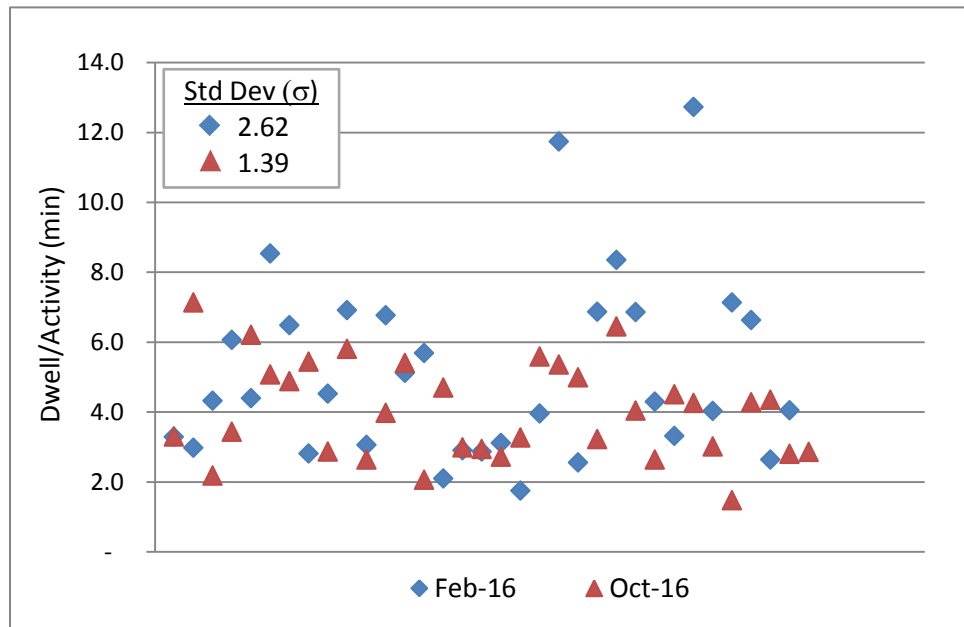
Table 4
Average Change in Dwell Time Per Trip

	Dwell Time Change (min)		
	Northbound	Southbound	Average
Early AM	(2.2)	(0.7)	(1.5)
AM Peak	(2.2)	(2.8)	(2.5)
Base	(2.1)	(2.3)	(2.2)
PM Peak	(2.0)	(3.4)	(2.7)
Evening	(1.1)	(2.2)	(1.7)
Average	(1.9)	(2.3)	(2.1)

ADB combined with planned ExpressLanes enforcement technology improvements should yield further travel time savings in the future. Additionally, current installation of TVM's at all in-line stations between El Monte Station and the Harbor Gateway Transit Center will reduce the amount of cash paying customer interactions at the farebox, thereby resulting in further ADB savings.

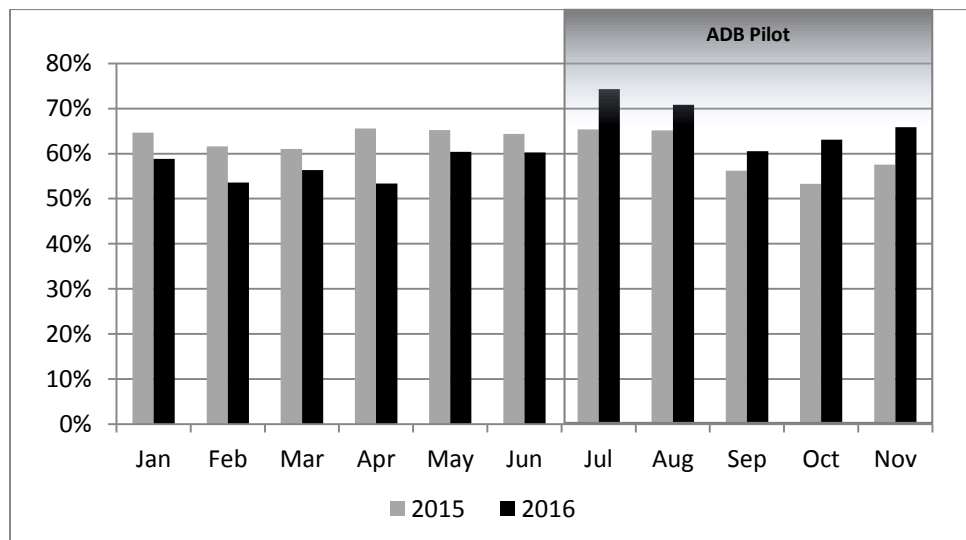
Although ADB did not save enough dwell time to achieve operational efficiencies, it did result in less fluctuation in dwell times at stops with heavy customer activity. Figure 3 shows the fluctuation in dwell times at stops with greater than 10 boardings/alightings. The standard deviation improved significantly from 2.62 to 1.39, meaning that dwell times were more closely aligned to the average after ADB compared to before.

Figure 3
Fluctuation in Dwell Time for High Activity Stops (Greater than 10 Ons/Offs)



Since bus schedules are set once for every six month period, reducing fluctuations in both running time and dwell time should result in an improvement in On Time Performance (OTP). Figure 4 shows that OTP improved since the implementation of ADB as a result of 1) dwell time savings being reinvested into running time where needed, and 2) reduction in the fluctuation in dwell times, increasing the probability that schedules will be met. To achieve this improvement without ADB would require additional scheduled time to be added, likely resulting in increased resource requirement (and operating cost), as well as an overall increase in trip travel time.

Figure 4
Silver Line In Service On Time Performance



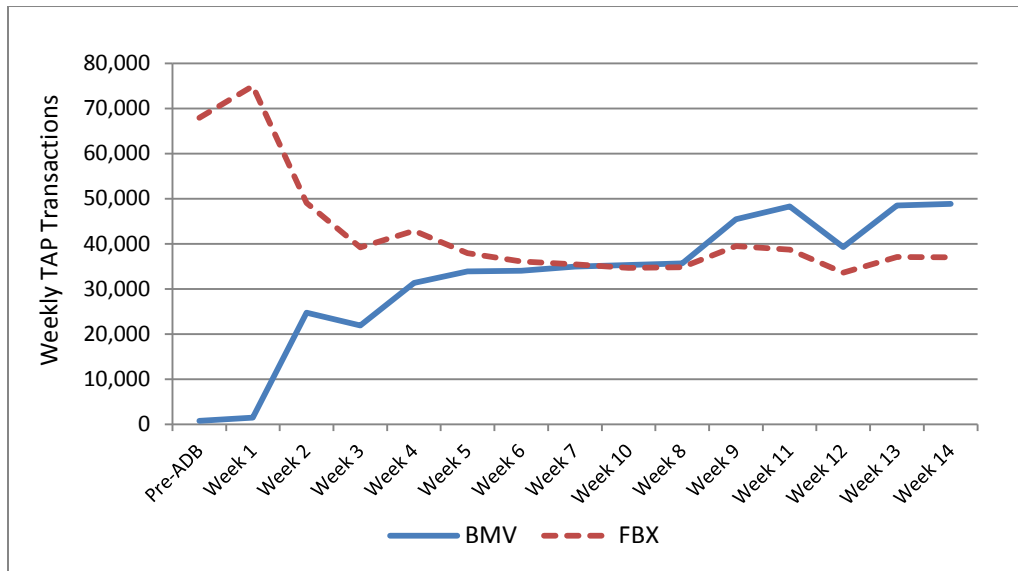
Access to all doors also means there may be a more even distribution of the passenger load, and less time would be spent boarding and sitting down on buses. As such, there can be less boarding-related safety hazards, fewer opportunities for customer injuries, and less delay before the operator departs from the stop.

Public and Employee Feedback

Feedback from the public, the operators and other involved staff was an important element of the project development and evaluation. Staff from the Office of Management and Budget (OMB), TAP and Operations Central Instruction (OCI) visited Divisions 9 and 18, which operate the Silver Line, and interacted with operators, training staff and law enforcement staff at information “RAP” sessions both before and after implementation. Divisional staff as well as the operators were interested and vested in the ADB project, and provided meaningful scenarios and suggestions for the project team to incorporate into the project planning. While there were some initial concerns about the way the project would work, collaboration through several meetings allowed the implementation team to adjust and mitigate possible challenges with the project. It also assisted the team with identifying the best way to share information between the operators and project team. There was also insightful feedback in meeting with the Los Angeles Sheriff Department (LASD) management staff, whose input helped to address issues with the process of fare enforcement.

The public provided feedback through customer service, the public hearing on TAP only fare payment, interaction with the Special Event Assistant (SEA) staff and members of the implementation team, as well as a customer survey. Customers quickly adjusted to the process of boarding through the back door, and only interacting with the operator when needed. Figure 5 provides a glimpse into the acceptance and use of the BMVs. Out of approximately 80,000 TAP transactions during a typical week, over 60% are now completed at the BMVs, compared to the first six weeks of implementation when the majority of TAPs were completed at the farebox. This confirms that passengers have become comfortable using the BMVs, with 81% of customers surveyed indicating that they have boarded through the back door, and of those, approximately 86% of them prefer to do so. Overall the customer feedback is positive, with 85.9% of customers surveyed indicating that the ADB project is a good idea and they are interested in seeing it continue.

Figure 5
BMV vs. Farebox (FBX) Use



Fare Collection Management

One of the additional benefits of the ADB pilot is the requirement of a validated TAP card to board, which simplifies and automates fare collection. Additionally, it improves fare checking, which remains a challenge for most agencies implementing ADB.

Fare Enforcement Efforts

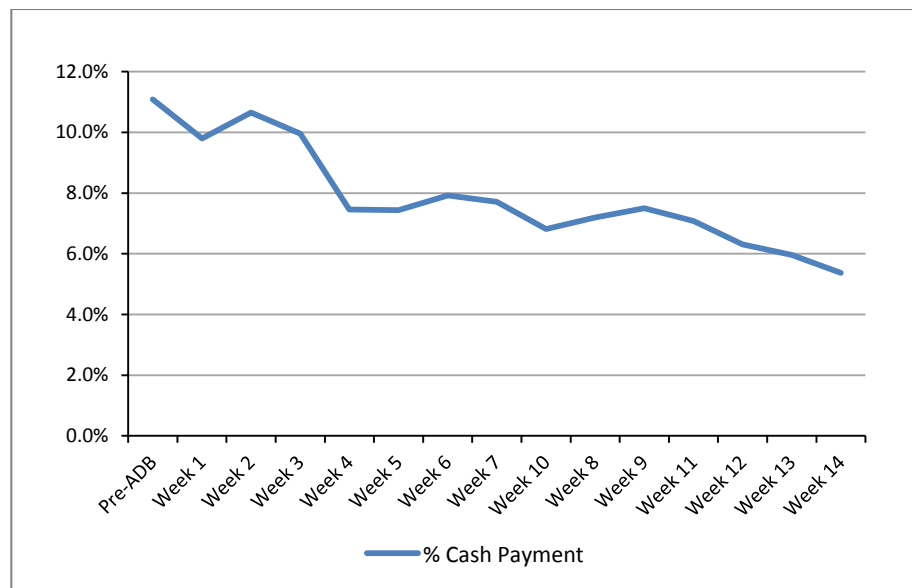
The perception of fare evasion is a concern for passengers who ride the Silver Line. Many passengers surveyed responded that they have seen fare evasion on numerous occasions. Fare evasion, whether real or perceived, continues to be the primary concern for agencies that have implemented ADB, and must be continuously checked and enforced to ensure that it does not escalate. The TAP only boardings policy has assisted in the reduction of fare evasion, and improves the ability to enforce fares, as there is no proof of payment issued for cash customers.

The Silver Line ADB pilot project was supported by one dedicated team of fare enforcement officers per AM and PM shift. Each team consisted of one Deputy and two Security Assistants. There were two teams scheduled per day, covering the AM and PM periods, Monday through Friday. Reports from the fare enforcement officers indicate that fare evasion has decreased from 8% in August to 5% in December 2016 as a result of the dedicated fare enforcement team, representing roughly \$125,000 in additional fare revenue per year. On average, citations were issued to 3-4% of customers found without proper fare payment.

Cash vs. TAP Usage

Transitioning more customers from cash to TAP boardings was an objective of the pilot as it reduces dwell times and improves fare enforcement. Figure 6 shows a steady decline in the number of fare payments using cash from June through early October 2016. As anticipated, there was a period of transition for passengers to change from using cash to using TAP cards. At present, the number of customers using cash is at a minimum, as there are still instances of customers who are either first time riders of the Silver Line, or are not interested in using TAP cards.

Figure 6
Percent of Payments Made on Silver Line Using Cash



In addition to TAP and cash, other fare media are still being used, including passengers who use tokens to pay for their trip, and paper transfers. However, efforts are underway to transition both of these fare products to TAP, which will improve the ability to enforce these fares.

Tables 5 and 6 compare the expected vs. actual cash fares collected on the Silver Line before and after ADB, February 2016 and October 2016, respectively.

Table 5
Silver Line Farebox Cash Fares (February 2016)

Cash Category	Boardings	Cash Fare	Total Cash		Difference in Total Cash	
			Expected	Actual	\$	%
Adult	35,550	\$2.50	\$88,875	\$79,772	-\$9,103	-10%
S/D	10,790	\$1.35	\$14,567	\$10,415	-\$4,151	-28%
Student	280	\$1.00	\$280	\$337	\$57	20%
Total	46,620	\$2.22	\$103,722	\$90,525	-\$13,197	-13%

Table 6
Silver Line Farebox Cash Fares (October 2016)

Cash Category	Boardings	Cash Fare	Total Cash		Difference in Total Cash	
			Expected	Actual	\$	%
Adult	22,241	\$2.50	\$55,603	\$47,914	-\$7,688	-14%
S/D	7,912	\$1.35	\$10,681	\$7,508	-\$3,173	-30%
Student	232	\$1.00	\$232	\$402	\$170	73%
Total	30,385	\$2.19	\$66,516	\$55,825	-\$10,691	-16%

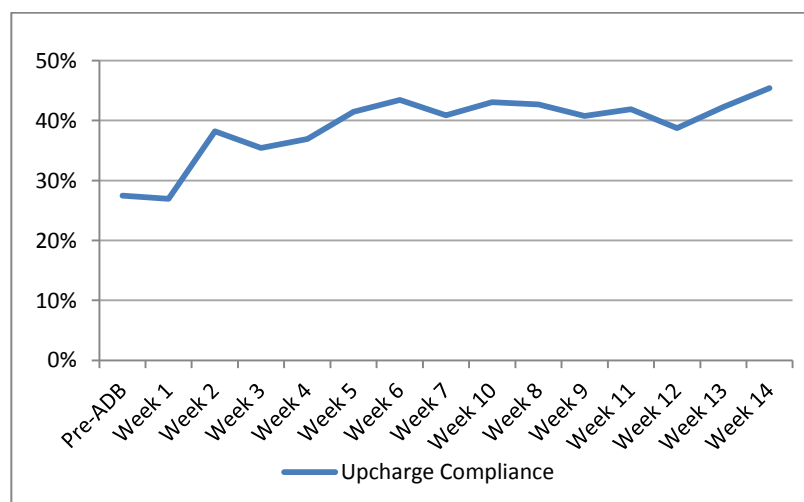
Overall, there was a decline in the number of customers paying cash, from 46,620 to 30,385, confirming that there has been a significant conversion from cash to TAP. However, there was a slight increase in the difference between actual and expected cash fare revenue. As a result, the average fare revenue per cash customer decreased from \$2.22 to \$2.19.

Upcharge Compliance

The Silver Line charges a premium fare of \$2.50 to ride, compared to the base adult cash fare of \$1.75. Therefore, customers are required to pay a \$0.75 upcharge if boarding using a free two hour transfer after paying \$1.75 in TAP stored value on a previous line, or with a regular 7-Day, 30-Day, or EZ TAP pass without zone upcharges. Given the uniqueness of the Silver Line fare structure, some customers were either not aware of the upcharge or unsure of when/how to pay it at the farebox.

Figure 7 shows the \$0.75 upcharge compliance by TAP passengers as a result of ADB. Through extensive operator and customer outreach and education, increased compliance has become another benefit of the pilot. Within a fifteen-week period, the upcharge compliance showed a steady increase, almost doubling. This improvement is expected to continue as the growing popularity of the BMVs will help ensure that the correct fare is automatically deducted from the TAP cards, unlike the farebox which requires manual interaction by the operator.

Figure 7
Percent Upcharge Compliance on the Silver Line



Recommendations

Based on the evaluation results, along with upcoming improvements to be implemented along the line, it is recommended that ADB continue on the Silver Line. While resource savings were not achieved during the six month pilot period, it is evident that the program has helped to improve on time performance by reducing fluctuations in dwell time and saving revenue hours to reinvest in running time. In addition, the TAP only boarding improved fare enforcement, upcharge compliance, and reduced dwell time.

Public and employee reaction to ADB has been favorable aside from the concerns about induced fare evasion. Therefore, the dedicated teams on fare enforcement officers must continue to support the Silver Line in order to ensure that fare evasion is monitored and punished, and public perception is addressed.

Future consideration to implement ADB on any other line should adhere to the following minimum requirements:

- High Frequency – In order to maximize resource savings the amount of dwell time saved must equal or exceed the scheduled headway. Therefore, any future candidate for ADB should maintain a peak hour average headway of less than 10 minutes.
- Stop Activity – The Silver Line pilot has shown that the maximum benefits of ADB are derived at stops with heavy customer activity. Therefore, new ADB lines should have more than 10 boardings and alightings per trip at stops that account for at least 50% of the trip's total boardings and alightings.
- Transit Priorities – To minimize the external factors influencing dwell time, any near side stop at a signalized intersection on a candidate line should have transit priorities. In addition, exclusive or partially exclusive Right of Way for the majority of the line is preferable.
- Other Considerations – Other factors that would improve the candidacy of a line for ADB include high wheelchair boardings, articulated buses, and a high percentage of cash paying customers.

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Metro

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

Board Report

File #: 2016-0958, File Type: Contract

Agenda Number: 35.

REVISED
FINANCE, BUDGET AND AUDIT COMMITTEE
PLANNING AND PROGRAMMING COMMITTEE
FEBRUARY 15, 2017

SUBJECT: LINK UNION STATION (LINK US) PROJECT

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

- A. APPROVING the recommended Alternative 1 with six Regional Rail run-through tracks and four High Speed Rail run-through tracks (also referred to as “6+4 Run Through Tracks” Alternative) to be carried forward in the **California Environmental Quality Act (CEQA) Draft Environmental Impact Report (EIR) and National Environmental Policy Act (NEPA) Draft Environment Impact Statement (EIS)** and continue to evaluate Alternatives 2, 3 and 4 as reasonable alternatives in the Draft EIR/EIS;
- B. AUTHORIZING the Chief Executive Officer (CEO) to execute Modification No. 4 to Contract No. PS2415-3172, with HDR Engineering, Inc., for Link Union Station (Link US) to provide environmental and preliminary engineering services for the expansion of Link US to connect the Link US project with Patsaouras Transit Plaza to the east and the historic Union Station to the west, increasing the total contract value by \$13,761,273, from \$48,279,357 to a not to exceed amount of \$62,040,630;
- C. AUTHORIZING the CEO to increase Contract Modification Authority (CMA) in the amount of \$1,376,127, increasing the total CMA amount from \$2,980,588 to \$4,356,715;
- D. AUTHORIZING the Chief Executive Officer to execute a funding agreement with California High-Speed Rail Authority (CHSRA) in the amount of \$3,726,102 for project development work related to Contract Modification No. 4; and
- E. APPROVING an amendment to increase the FY17 fiscal year budget in the amount of \$9,200,000 for the LINK US Project in Cost Center 2145.

ISSUE

Staff is seeking approval from the Board on the recommended “6+4 Run Through Tracks” Alternative to be carried forward in the Draft EIR/EIS, while continuing to evaluate three other reasonable alternatives in the document.

Contract Modification No. 3, approved by the Board in March 2016, included the LA Union Station Master Plan (USMP) passenger concourse and assumed that the Program-level EIR of the USMP would be prepared concurrently with the Project-level Link US EIR/EIS, and the connections to the Patsaouras Transit Plaza and the historic Union Station would be evaluated by the USMP team.

Early November 2016, Metro Planning staff provided an update to the Board on the LA USMP and a summary of implementation efforts to date. Staff also recommended changes to the approach to redevelopment of LAUS based on new information and direction. In particular, Metro Planning staff recommended not continuing with a Program-level clearance for the USMP, but instead to pursue a Project-level clearance for only the LAUS forecourt improvements identified by the USMP.

As a result, the Link US project-level EIR/EIS will need to be expanded to include additional improvements and study areas for connections from the new expanded passenger concourse to Patsaouras Transit Plaza and the historic Union Station, previously included in the LA USMP Program-level EIR/EIS. In addition, Metro Regional Rail staff recommends advancing the design of the proposed rail structure over US 101 to 100% level to reduce the risk of cost overruns in later phases of the project. Attachment D compares the study areas included in Contract Modification No. 3 and additional study areas proposed in Contract Modification No. 4.

DISCUSSION

Background

In April 2014, the Board authorized staff to execute Contract No. PS2415-3172 to HDR Engineering, Inc. for the Link Union Station Project, formerly known as Southern California Regional Interconnector Project (SCRIP). In October 2015, the Board approved the expansion of SCRIP to include the Los Angeles Union Station (LAUS) Master Plan passenger concourse and accommodate a HSR system in LAUS. In March 2016, the Board approved Contract Modification No. 3 to Contract No. PS2415-3172 for SCRIP with HDR Engineering, Inc. to provide environmental and preliminary engineering services for the expansion of SCRIP to include the LAUS Master Plan passenger concourse and accommodate high-speed rail (HSR).

Project Description

LAUS is one of the largest transportation hubs in Southern California with Metro Rail (Red Line, Purple Line and Gold Line), Metro Bus (Rapid, Local and Limited, Express and Silver) including other municipal bus providers (Flyaway, Foothill Transit, Santa Clarita, etc.) and the largest railroad passenger terminal in Western United States with Amtrak and Metrolink. Currently, there are approximately 110,000 passengers traveling through LAUS each weekday. Metro anticipates continued increases in population will nearly double the demand on existing and planned modes of transportation utilizing LAUS, including the completion of the Metro Crenshaw/LAX, Regional Connector, Gold Line Phase 2B, West Santa Ana Branch, and Purple Line Extensions Sections 1, 2

and 3 by 2040 will result in over 220,000 passenger traveling through LAUS each weekday. Significant upgrades in passenger circulation and capacity at LAUS would be required to accommodate the anticipated growth in transit ridership. In addition, the existing throat, rail yard and passenger concourse (a 28-foot-wide passageway) also significantly constrain Metro's ability to accommodate future increase in commuter rail service (including Metrolink, Amtrak Pacific Surfliner and long distance trains) and future HSR service.

Link Union Station (Link US) project would transform Los Angeles Union Station (LAUS) into a world-class transit station and change LAUS from a "stub-end tracks station" to a "run-through tracks station." Link US would result in increased operational capacity for Metrolink and Amtrak rail service from Control Point (CP) Chavez to the north (near North Main Street) to CP Olympic to the south (near the Interstate 10/State Route 60/US-101 interchange), and increased capacity for passengers within the new expanded multi-modal passenger concourse. Link US would enhance local and regional connectivity by optimizing the connections among all modes of transportation at LAUS including bus, light rail, subway, commuter rail and active transportation. These benefits will be grouped by modes throughout the design document to maximize eligible fund sources contributing to the design and to capture related data for the improvements.

As the focal point of commuter rail travel in Southern California, LAUS serves an average 170 passenger trains each weekday, consisting of 142 Metrolink commuter trains and 28 Amtrak Pacific Surfliner and long distance trains. LAUS is the main stop on the Amtrak Pacific Surfliner, which is the second busiest Amtrak intercity service nationwide.

Major rail and passenger improvements include:

- Throat and Elevated Rail Yard - New track and subgrade improvements would increase the elevation of the tracks leading to LAUS known as the "throat" and an elevated rail yard including seven new passenger platforms and canopies, accommodating Metro Gold Line, Metrolink, Amtrak Pacific Surfliner and long-distance service, and potentially California High-Speed Rail (HSR) service and West Santa Ana Transit Corridor.
- Run-Through Tracks - Up to ten run-through tracks would be constructed with a new viaduct structure over US-101 that extends run-through tracks for Metrolink and Amtrak (referred to thereafter as Regional Rail) and potentially HSR services south along the west bank of the Los Angeles River, and a separate viaduct structure for a loop track turning north to Keller Yard for Regional Rail trains.
- New Multi-Modal Passenger Concourse - The new passenger concourse would enhance Americans with Disabilities Act (ADA) accessibility at LAUS and include new vertical circulation elements (stairs, escalators, and elevators) for passengers between the elevated platforms (including the Gold Line, Regional Rail and HSR platforms) and the new passenger concourse under the rail yard. The passenger concourse would contain up to 600,000 square feet (passenger circulation and waiting areas, passenger support functions and retail amenities, and building functional support areas), including up to 100,000 square feet of transit-serving retail amenities, to meet the demands of a multi-modal world class transit station.

Other transit improvements include:

- U.S. 101 Freeway Improvements - Several existing non-standard design features (including

curve radius, sight distance, lane and shoulder widths, and deceleration distance) on northbound U.S. 101, northbound off-ramp to Alameda Street, and southbound on and off-ramps to and from Commercial Street would be eliminated or improved. The modifications to U.S. 101 would be needed to accommodate the proposed run-through track viaduct and the associated bridge columns.

- Local/Arterial Roadway Improvements - Center Street would be widened and upgraded to include bike lanes between U.S. 101 and Ducommun Street in accordance with the Connect US Action Plan. Commercial Street would be widened and upgraded between Garey Street and Center Street to meet City of Los Angeles street classification standards.
- Active Transportation Improvements - Active transportation connections from LAUS to the Los Angeles River and the surrounding neighborhoods via the proposed run-through tracks viaduct structure are being evaluated and could be potentially accommodated.

Community Outreach

In June 2016, the environmental process for the Link US Project began with a public scoping meeting during the Notice of Intent (NOI) and Notice of Preparation (NOP) comment periods. Metro staff and project team conducted outreach to key community groups, agencies, elected officials and stakeholders. A comprehensive public outreach plan was developed and implemented, resulting in over 40 project briefings to stakeholders to date. A Community Update Meeting was held on November 15, 2016 to provide an update on the project, present the four build alternatives carried forward in the Draft EIR/EIS, and obtain feedback from members of the public. The most common feedback received is summarized below:

- Minimize traffic impacts during construction;
- Lack of funding for construction may result in delay of project completion;
- Make job opportunities available to local communities;
- Minimize noise impacts during construction (temporary) and after project completion (permanent);
- Avoid disproportionate impacts to disadvantaged communities;
- Incorporate art and aesthetics early in the design of the project;
- Historic and cultural characteristics of the study area should be preserved.

Staff has taken all public feedback into consideration in the recommendation on the proposed alternative to be carried forward in the Draft EIR/EIS.

Alternatives Analysis

A total of 74 alternatives were developed to meet the project goals and objectives. A two-step alternative screening process, course-level and fine-level screening, was implemented to advance four alternatives of the total 74 into the EIR/EIS analysis. All four alternatives included the following elements:

- A new expanded passenger concourse that will include new vertical circulation elements (stairs, escalators, and elevators) and up to 600,000 square feet (passenger circulation and waiting areas, passenger support functions and retail amenities, and building functional support areas) including up to 100,000 square feet of transit serving retail amenities to meet

- the demands of a multi-modal transit station;
- Run-through tracks extending from an elevated rail yard with a new viaduct or viaducts over US 101 to accommodate the new expanded passenger concourse and vertical clearance requirements over the El Monte Busway and US 101;
- Incorporation of a loop track;

Three of the four alternatives include potential accommodation for the planned HSR system within the limits of the Project. Below is a more detailed description of the four build alternatives to be carried forward in the Draft EIR/EIS:

Alternative 1: Six Regional Rail run-through tracks and four HSR run-through tracks (Combined)

Alternative 1 includes six Regional Rail run-through tracks and four HSR run-through tracks extending south of LAUS over US-101. The new expanded passenger concourse will include HSR-related elements and the throat will be reconstructed. Other improvements include the permanent realignment of the Gold Line north of LAUS. In addition, portions of Commercial Street and Center Street, and the intersection of Center Street at Commercial Street, will be lowered to accommodate the proposed viaduct, an elevated rail bridge, that supports the run-through tracks over Commercial Street. Alternative 1 has the largest environmental study limits compared to the other three alternatives.

Alternative 2: Six Regional Rail run-through tracks and two HSR run-through tracks (Combined)

Alternative 2 includes six Regional Rail run-through tracks and two HSR run-through tracks extending south of LAUS. Alternative 2 includes similar improvements as Alternative 1 at the throat and rail yard, new passenger concourse, and Commercial Street and Center Street. The key differences between Alternatives 1 and 2 are related to the distribution of platforms at the rail yard (Regional Rail and HSR) and the number of run-through tracks proposed to extend south of LAUS.

Alternative 3: Six Regional Rail run-through tracks and four HSR run-through tracks (Phased)

Alternative 3 also includes six Regional Rail run-through tracks and four HSR run-through tracks extending south of LAUS, but Alternative 3 would involve the implementation of a phased construction approach to accommodate HSR-related infrastructure. As part of Alternative 3, the physical area for the planned HSR system and related infrastructure is accommodated within the maximum limits of construction; however, HSR-related infrastructure would not be constructed by Metro concurrent with Link US Regional Rail infrastructure. The tracks and platforms constructed would be limited to the Regional Rail infrastructure, but the maximum limits of construction would include the subsequent modification and extension of the two dedicated HSR platforms and four tracks as required for the planned HSR system.

Alternative 4: Six Regional Rail run-through tracks and no HSR run-through tracks

Alternative 4 assumes HSR's Burbank to Los Angeles and Los Angeles to Anaheim project sections

do not utilize LAUS. Alternative 4 includes six Regional Rail run-through tracks extending south of LAUS over US-101. The new expanded passenger concourse would not include HSR related elements and the throat would not be realigned and reconstructed. Similar improvements at Commercial Street and Center Street would also be included to accommodate the proposed viaduct.

A numeric evaluation score was assigned to each alternative to compare the performance of each. Alternative 1 received the highest score and therefore was considered the highest performing alternative. Alternatives 2 and 3 were also amongst the highest ranked alternatives with at least six regional rail run-through tracks. Alternative 4 is being recommended for further evaluation as part of the EIS/EIR process in the event that HSR does not elect to utilize LAUS as a station location. This potential circumstance is possible and therefore this alternative is considered to be reasonable.

All stakeholder agencies (e.g., Metrolink, California High Speed Rail Authority (CHSRA), Caltrans, Amtrak, City of Los Angeles), interested agencies, and members of the public (including the Chinatown, Boyle Heights, Lincoln Heights, Arts District, Little Tokyo neighborhoods) were invited to provide feedback on the four EIR/EIS Build Alternatives. A community meeting was also held on November 15, 2016 to present the four EIR/EIS Build Alternatives to obtain feedback.

Attachment E provides a graphical representation of each of the four build alternatives.

Third Party and Other Anticipated Costs

Third party costs for Link US were not included in previous Board actions. As the preliminary engineering and environmental work is underway, third party costs have been identified and determined to be necessary.

Southern California Regional Rail Authority (SCRRA) requested funding to cover efforts in attendance at meetings, reviewing and commenting on technical reports, environmental studies, conceptual and preliminary design drawings to ensure compliance with SCRRA standards and specification, providing data and inputs for rail modeling including SCRRA's operational and maintenance requirements, providing flagging services for access to the right-of-way, and providing support for community outreach activities, etc. Additional third party costs have been identified from Caltrans, the City of Los Angeles Bureau of Engineering (BOE), Department of Transportation (DOT), Department of Water and Power (DWP), and other agencies and utility companies. This additional third party cost is in amount of \$3 million and will cover the entire preliminary engineering and environmental certification phase of the Link US Project.

Other anticipated costs of up to \$1 million include additional real estate and legal support, sampling, testing and disposal of soils from subsurface geotechnical, utility and environmental investigations to support the preliminary engineering and environmental studies.

Funding

Staff is currently negotiating with CHSRA for their share of the design and construction costs for the Link US project. Staff anticipates returning to the Board with a full funding agreement by June 2017. With the Board's approval of the recommended actions, it will enable staff to complete the environmental clearance and preliminary engineering studies enabling the project to be "shovel

ready” for federal and state grants. Staff is also seeking public private partnership opportunities.

DETERMINATION OF SAFETY IMPACT

The project is being designed in accordance with Metrolink and Metro standards, federal requirements, and state requirements and will be compliant with the Americans with Disabilities Act. There are no pedestrian crossings of the proposed tracks so no safety impacts are expected.

FINANCIAL IMPACT

The total project cost to complete the Preliminary Engineering and Environmental Certification phase of the Link US project is \$70,398,000, as follows (refer to Attachment F- Sources and Uses):

Preliminary Engineering and Environmental Certification	\$ 66,397,347 <u>66,397,345</u> (including Contract Modification Authority amount of \$4,356,715)
Third Party Costs	\$ 3,000,000
Other Anticipated Costs	\$ 1,000,000
TOTAL PROJECT COST:	\$ 70,397,347 <u>70,397,345</u> (round to \$70,398,000)

A total of \$37.7 million has been programmed and approved to-date, consisting of \$19 million of Measure R 3% funds programmed in prior board actions, and \$18.7 million committed by the CHSRA, up to \$15 million for project development work related to the previously approved Contract Modification No. 3 and up to \$3.7 million for project development work related to Contract Modification No. 4.

Staff is utilizing the work of the consultant to identify each mode of transit affected by the expansion and capacity improvements of an improved Los Angeles Union Station in order to identify additional or alternative funding sources including all eligible Federal, State or other Local funding. An additional \$32.7 million in funding will be required in order to complete the environmental and design phase of this project.

The cash flow for the Link US Project is anticipated to be as follows:

Project	Expenditure from prior years	FY 17	FY 18	FY 19	TOTAL
Link Union Station	\$14,793,000	\$18,500,000	\$27,500,000	\$9,605,000	\$70,398,000

The amount of \$9.3 million for these services is included in the FY17 budget for cost center 2415 Regional Rail under SCRIP 460089. For the fiscal year to-date, the project has incurred \$6.4 million in expenditures and pending invoices are in an amount of \$2.8 million. Staff is requesting to amend the FY 17 budget an additional \$9.2 million to cover pending invoices and other anticipated costs through the end of the FY 17. Since this is a multi-year project, the Chief Program Management Officer, Program Management and Senior Executive Officer, Program Management/Regional Rail will

be accountable for budgeting the costs in future years.

Impact to Budget

The source of funds for the requested amendment consist of previously approved and programmed Measure R 3% funds and CHSRA funds discussed above. Measure R 3% Metrolink Commuter Rail Capital Improvements and CHSRA funds are not eligible for Metro bus/rail operating or capital budget expenses.

ALTERNATIVES CONSIDERED

An alternative could be not to execute Contract Modification No. 4 and third party agreements and not advance the Link US Project. However, this will not increase the commuter and intercity rail capacity at LAUS causing significant delays and operational challenges.

The Board could elect to proceed with the Link US Project without expanding the project limits to connect the proposed passenger concourse with the Patsoauras Transit Plaza and the historic Union Station. The expansion of the passenger concourse and rail yard will likely create bottlenecks in pedestrian circulation at the existing passageway to the historic station and the east portal, which could also lead to potential safety concerns during peak periods and emergency situations. In addition, this would not provide for opportunities for transit optimization and future commercial developments at LAUS.

NEXT STEPS

With this Board approval, staff will begin preliminary engineering of the recommended alternative and continue to develop the draft EIR/S. Staff anticipates returning to the Board for a full funding agreement with CHSRA by June 2017. Staff anticipates public circulation of the draft EIR/S document in Summer 2017. In addition, staff will execute Modification No. 4 with HDR Engineering, Inc.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - Contract Modification/Change Order Log
Attachment C - DEOD Summary
Attachment D - Comparison between Contract Modifications #3 and #4 Study Areas
Attachment E - EIR/EIS Build Alternatives
Attachment F - Sources and Uses

Prepared by:

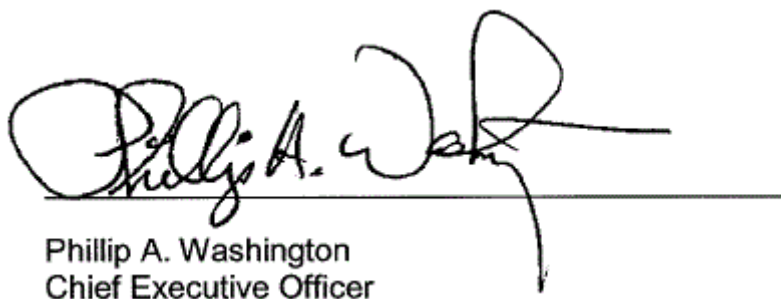
Vincent Chio, P.E., Senior Engineer, Program Management, (213) 922-7597
Jeanet Owens, P.E., Senior Executive Officer, Program Management, (213) 922-6877

Reviewed by:

Richard Clarke, Chief Program Management Officer, (213) 922-7557

Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051

Nalini Ahuja, Chief Financial Officer, (213)922-3088



Phillip A. Washington
Chief Executive Officer

PROCUREMENT SUMMARY

LINK UNION STATION (LINK US) PROJECT
PS2415-3172

1.	Contract Number: PS2415-3172			
2.	Contractor: HDR Engineering, Inc.			
3.	Mod. Work Description: Environmental and preliminary engineering services for the expansion of Link US to connect the Link US project with Patsaouras Transit Plaza to the east and the historic Union Station to the west.			
4.	Contract Work Description: Professional environmental and engineering services for Link US			
5.	The following data is current as of: 02/07/17			
6.	Contract Completion Status		Financial Status	
	Contract Awarded:		Contract Award Amount:	\$29,805,884
	Notice to Proceed (NTP):	08/21/14 04/25/14 (Limited NTP) 08/21/14 (Full NTP)	Total of Modifications Approved:	\$18,473,473
	Original Complete Date:	08/21/20	Pending Modifications (including this action):	Not-To-Exceed \$13,761,273
	Current Est. Complete Date:	02/28/19	Current Contract Value (with this action):	\$62,040,630
7.	Contract Administrator: Lily Lopez		Telephone Number: (213) 922-4639	
8.	Project Manager: Jeanet Owens		Telephone Number: (213) 922-6877	

A. Procurement Background

This Board Action is to approve Contract Modification No. 4 issued in support of Link US for environmental and preliminary engineering services for the expansion of Link US to connect the Link US project with Patsaouras Transit Plaza to the east and the historic Union Station to the west. Contract Modification No. 3 deleted Phase 2, Plans, Specifications and Estimates, and Phase 3, Bid and Construction Support, and changed the completion date from August 21, 2020 to August 21, 2018. This Contract Modification extends the period of performance from August 21, 2018 through February 28, 2019.

This Contract Modification was processed in accordance with Metro's Acquisition Policy and maintains a cost plus fixed fee contract structure. All other terms and conditions remain unchanged.

On April 24, 2014, the Board authorized staff to negotiate and execute a four-year, with two, one-year options, Contract No. PS2415-3172 with HDR Engineering, Inc. for the Link Union Station Project, formerly known as Southern California Regional Interconnector Project (SCRIP).

A total of three modifications have been issued to date. Refer to Attachment B – Contract Modification/Change Order Log.

B. Cost Analysis

The recommended not-to-exceed amount has been determined to be fair and reasonable based upon an independent cost estimate, cost analysis, technical evaluation, and fact finding. All direct labor rates and fee remain unchanged from the original contract.

The reduction in efforts associated with coordination with the LA Union Station Master Plan Program Environmental Impact Report and the efficiency in the Contractor's team approach with the design of the US 101 viaduct structure are the primary factors for the difference between the ICE and the not-to-exceed amount.

Proposal Amount	Metro ICE	Not-To-Exceed Amount
\$13,761,273	\$13,799,625	\$13,761,273

CONTRACT MODIFICATION/CHANGE ORDER LOG

LINK UNION STATION (LINK US) PROJECT/PS2415-3172

Mod. No.	Description	Status (approved or pending)	Date	\$ Amount
1	No cost administrative changes.	Approved	09/04/14	\$0
2	Additional requirement to include the Los Angeles Union Station (LAUS) Master Plan concourse engineering study.	Approved	09/18/14	\$831,520
3	Authorize the revised Scope of Work to include LAUS Master Plan passenger concourse and accommodate HSR. Adjustments to Phase 1; and deletion of Phases 2 and 3	Approved	04/12/16	\$17,641,953
4	Environmental and preliminary engineering services for the expansion of Link US to connect the Link US project with Patsaouras Transit Plaza to the east and the historic Union Station to the west.	Pending	Pending	\$13,761,273
	Modification Total:			\$32,234,746
	Original Contract:	08/21/14		\$29,805,884
	Total:			\$62,040,630

DEOD SUMMARY

Link Union Station (LINK US) Project / PS-2415-3172

A. Small Business Participation

In accordance with Federal Railroad Administration (FRA) and American Recovery and Reinvestment Act (ARRA) funds through the California High Speed Rail Authority (CHSRA), Metro incorporated CHSRA's Small Business (SB) Program.

HDR, Inc. made an overall SB goal commitment of 28.61%, which is inclusive of a 14.92% DBE, 3.04% DVBE, 9.45% SBE, and a 1.20% SB Microbusiness. HDR confirmed that the project is 53% complete. Current overall SB participation is 23.54%, which is inclusive of an 11.10% DBE, 1.83% DVBE, 9.84% SBE, and 0.77% SB Microbusiness, representing a shortfall of 5.07% in the DBE, DVBE, and SB Microbusiness commitments.

For this pending contract modification, HDR listed five additional firms, inclusive of a 10.11% DBE, 1.17% DVBE, 13.89% SBE, and 0.95% SB Microbusiness, which will bring DBE participation to 26.11%. To date, HDR's team is made up of 40 subconsultants, including 11 DBEs, 17 SBEs, 8 DVBEs and 4 SB Microbusinesses. HDR confirmed that they will meet their overall SB commitment throughout the life of the contract.

SMALL BUSINESS COMMITMENT	28.61%	SMALL BUSINESS PARTICIPATION	23.54%
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	DBE/DVBE/SBE/SB (Micro) Subcontractors	% Commitment	% Participation
1.	Atwell Consulting Group (DBE)	0.33%	0.19%
2.	BA Inc. (DBE)	0.79%	1.81%
3.	Earth Mechanics (DBE)	1.74%	0.53%
4.	MBI Media (DBE)	1.14%	2.58%
5.	Pacific Railway Enterprises (DBE)	4.91%	0.37%
6.	PacRim Engineering (DBE)	0.48%	0.63%
7.	Rail Surveyors & Engineers (DBE)	4.88%	3.68%
8.	V & A Inc. (DBE)	0.65%	0.94%
9.	Resource Sciences/Planning (DBE)	added	0.23%
10.	The Alliance Group (DBE)	added	0.01%
11.	T.A. Group (DBE)	added	0.13%
	Sub Total DBE*	14.92%	11.10%

12.	Abacus/Rubicon Engineering (DVBE)	0.33%	0.00%
13.	Cal Vada Surveying (DVBE)	0.34%	0.20%
14.	The REM Engineering (DVBE)	1.76%	0.04%
15.	Schwab Engineering (DVBE)	0.24%	0.63%
16.	Value Management Institute (DVBE)	0.25%	0.00%
17.	Aurora Industrial Hygiene (DVBE)	0.12%	0.00%
18.	ZMAssociates Environmental (DVBE)	added	0.47%
19.	OhanaVets, Inc. (DVBE)	added	0.49%
	Sub Total DVBE*	3.04%	1.83%
20.	WKE, Inc. (SBE)	8.01%	2.00%
21.	FPL & Associates (SBE)	1.13%	0.50%
22.	Blair, Church & Flynn (SBE)	0.31%	0.14%
23.	GPA Consulting (SBE)	added	0.81%
24.	Paleo Solutions (SBE)	added	0.09%
25.	Thomas Frawley Consulting (SBE)	added	0.00%
26.	S&K Engineers (SBE)	added	0.28%
27.	W2 Designs, Inc. (SBE)	added	0.50%
28.	IDC Consulting Engineers (SBE)	added	0.22%
29.	D'Leon Consulting (SBE)	added	0.45%
30.	Aguilar Associates (SBE)	added	0.83%
31.	Guida Surveying (SBE)	added	1.20%
32.	Penco Engineering (SBE)	added	1.36%
33.	C2PM (SBE)	added	1.10%
34.	VCA Engineers (SBE)	added	0.36%
35.	Fariba Nation Consulting (SBE)	added	0.00%
36.	Lentini Design & Marketing (SBE)	added	0.00%
	Sub Total SBE*	9.45%	9.84%
37.	AirX Utility Surveyors (SB Micro)	0.13%	0.23%
38.	Jacobus & Yuang, Inc. (SB Micro)	0.30%	0.35%
39.	Morcos Group (SB Micro)	0.48%	0.02%
40.	Acoustic Strategies Inc.	0.29%	0.17%
	Sub Total SB Micro*	1.20%	0.77%
	TOTAL	28.61%	23.54%

* Defined as Small Business under the CHSRA SB Program

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 requirements are applicable to this project. DEOD will continue to monitor contractors' compliance with the State of California Department of Industrial

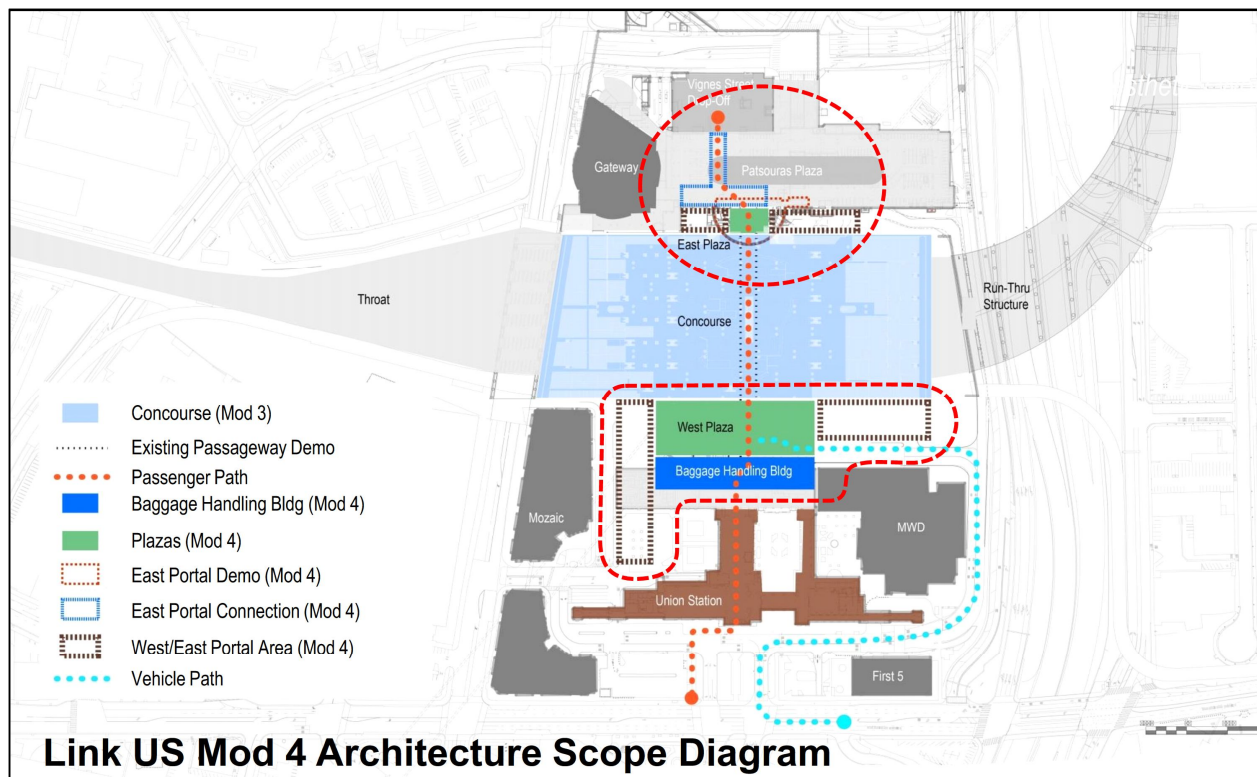
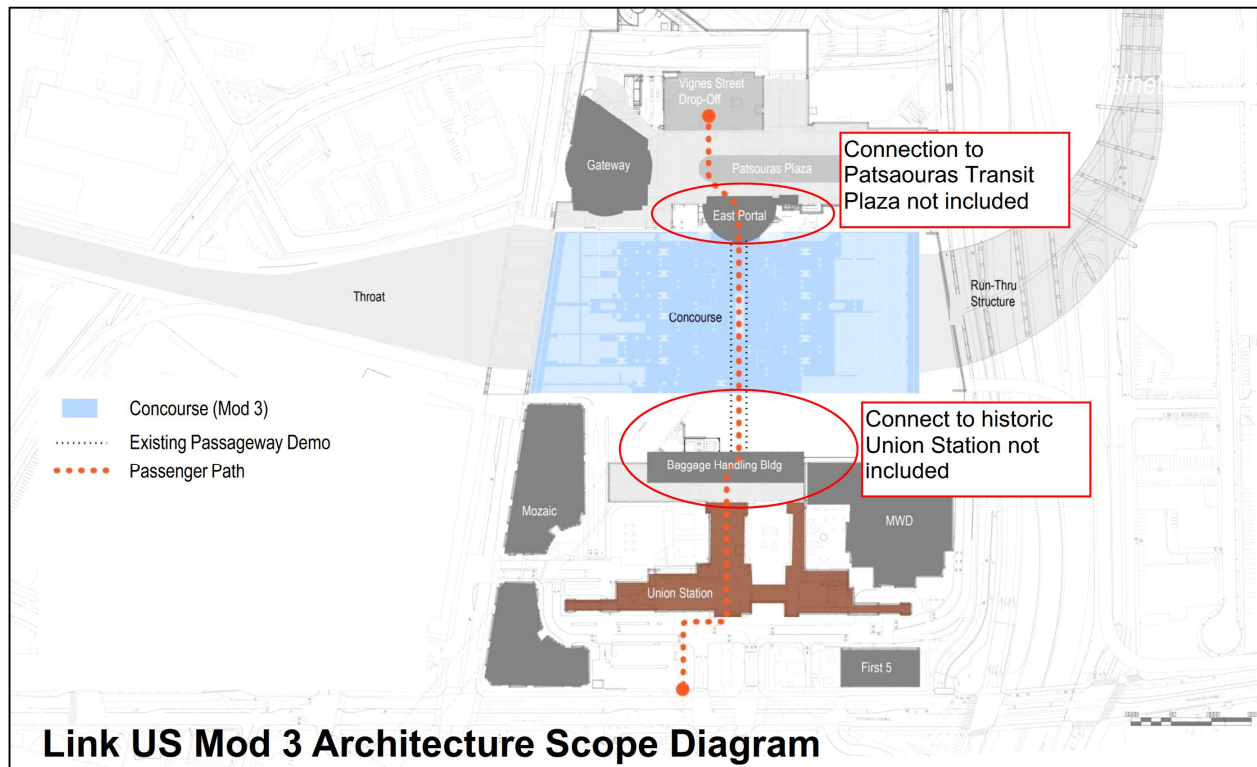
Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA). Trades that may be covered include: surveying, potholing, field, soils and materials testing, building construction inspection, construction management and other support trades.

D. Project Labor Agreement/Construction Careers Policy

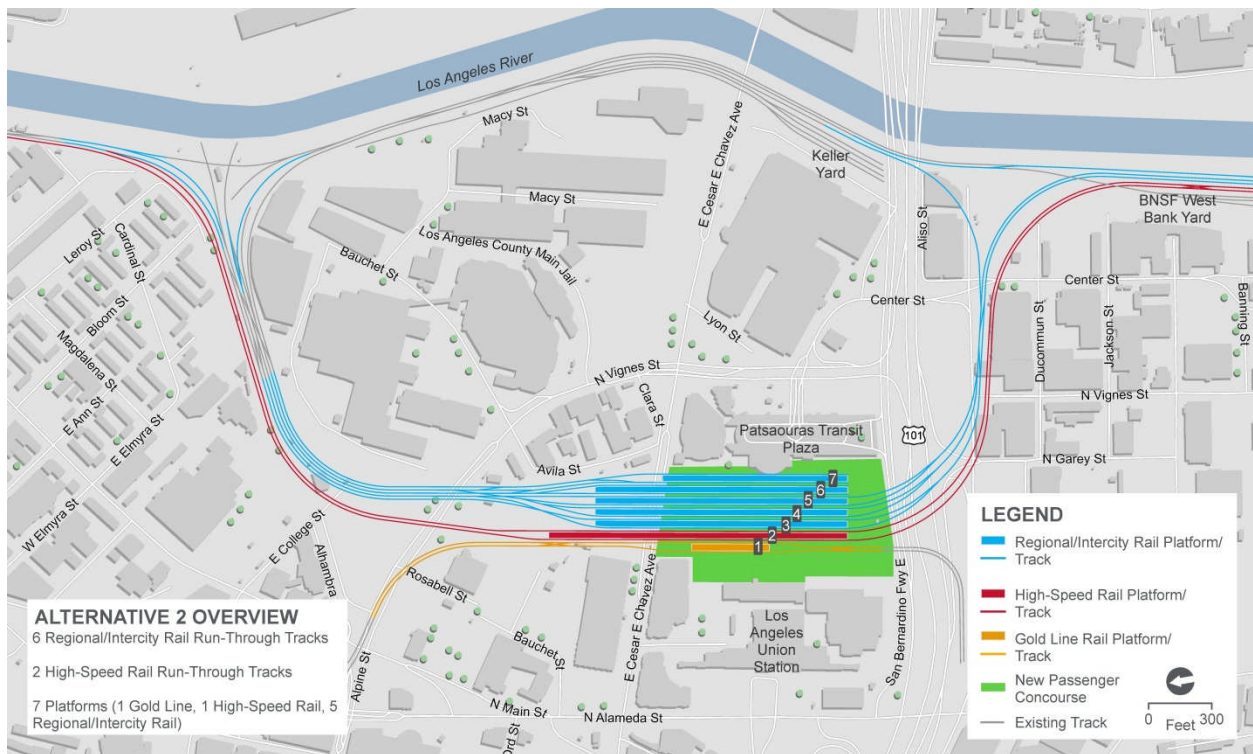
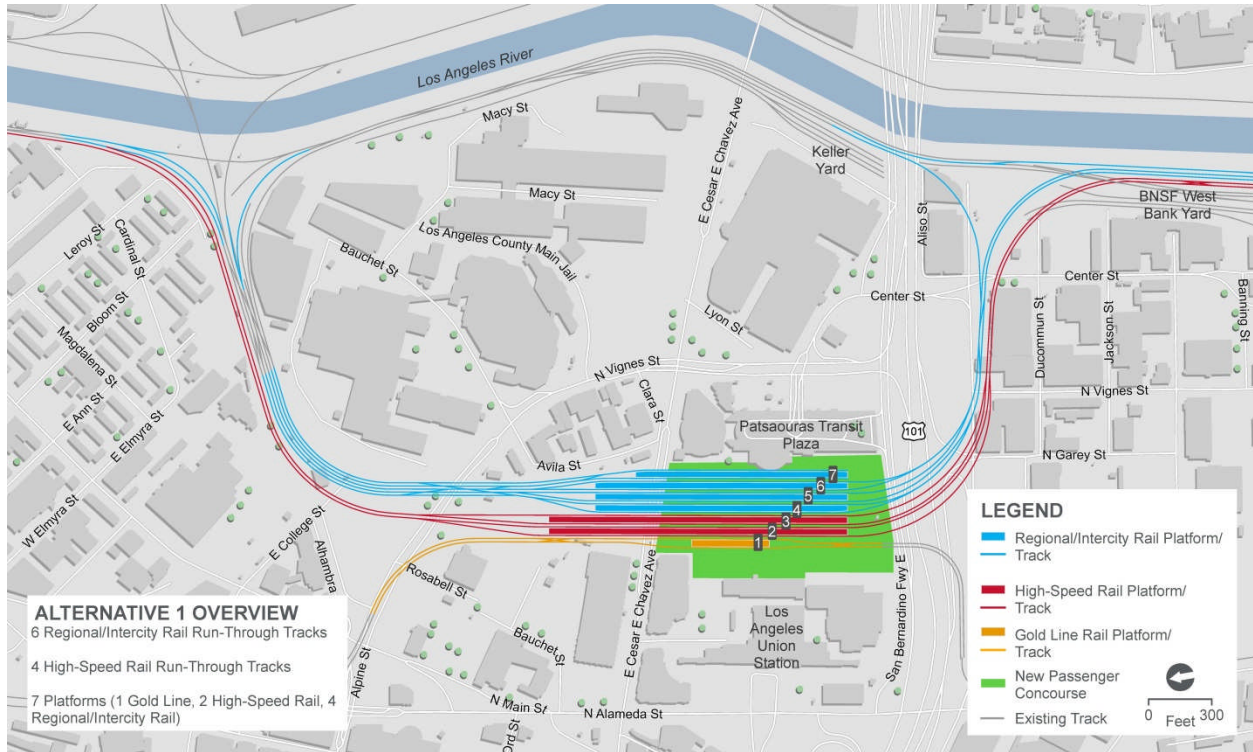
Project Labor Agreement/Construction Careers Policy is not applicable to this contract.

ATTACHMENT D

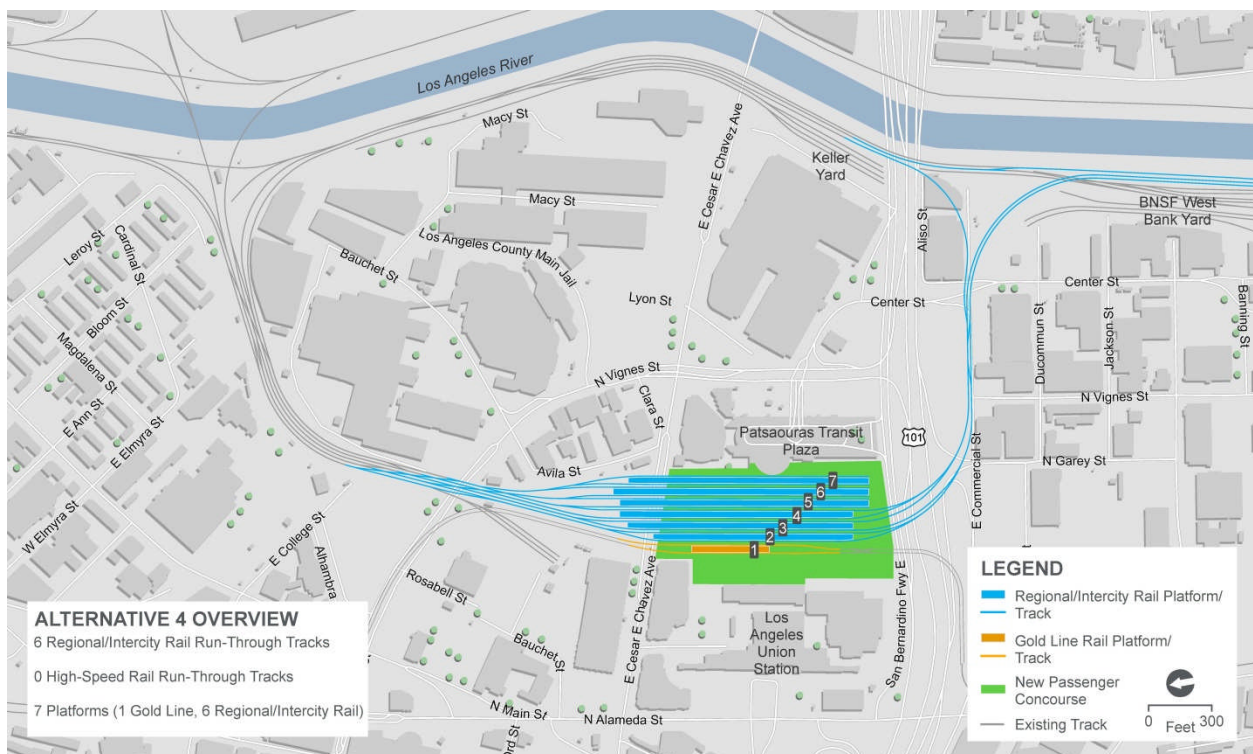
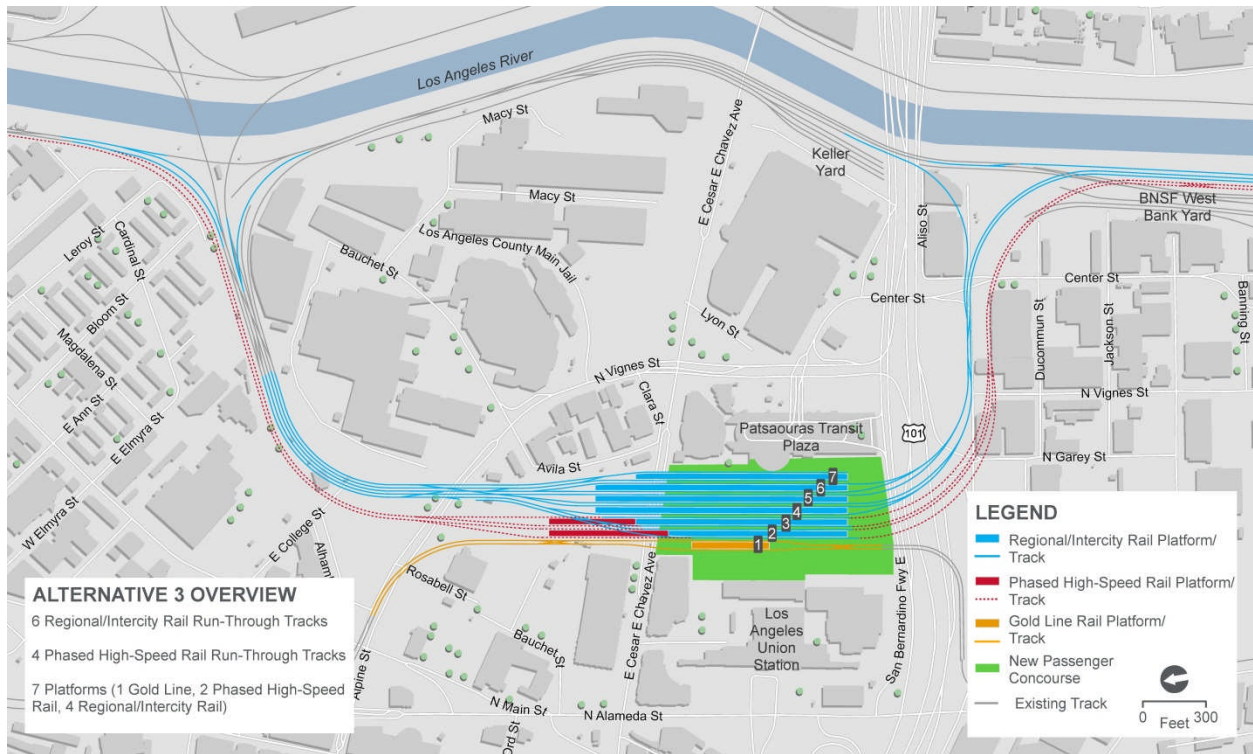
Comparison between Contract Modifications No. 3 and No. 4 Study Areas



ATTACHMENT E



ATTACHMENT E



LINK US SOURCES AND USE OF FUNDS FOR ENVIRONMENTAL AND PRELIMINARY ENGINEERING

SOURCE OF FUNDS	PRIOR				
	YEARS	FY17	FY18	FY19	
MEASURE R 3%	\$ 43,698	\$ 14,793	\$ 9,300	\$ 10,000	\$ 9,605
METRO OTHER FUNDING	\$ 8,000			\$ 8,000	
CHSRA (\$15M + \$3.7M)	\$ 18,700		\$ 9,200	\$ 9,500	
	<u>\$ 70,398</u>	\$ 14,793	\$ 18,500	\$ 27,500	\$ 9,605

USE OF FUNDS	PRIOR				
	YEARS	FY17	FY18	FY19	
HDR CONTRACT - Preliminary Enigeering and Environmental	\$ 66,398	\$ 14,643	\$ 17,450	\$ 26,000	\$ 8,305
THIRD PARTY COSTS	\$ 3,000	\$ 100	\$ 900	\$ 1,000	\$ 1,000
OTHER COSTS	\$ 1,000	\$ 50	\$ 150	\$ 500	\$ 300
	<u>\$ 70,398</u>	\$ 14,793	\$ 18,500	\$ 27,500	\$ 9,605



Board Report

File #: 2017-0077, File Type: Motion / Motion Response

Agenda Number: 39.

REGULAR BOARD MEETING FEBRUARY 23, 2017

SUBJECT: CRENSHAW/LAX TRANSIT CORRIDOR

ACTION: AUTHORIZE STUDIES FOR CENTINELA GRADE SEPARATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to conduct **feasibility studies and environmental clearance for a grade separation at the Centinela Avenue Light Rail Transit (LRT) crossing in the City of Inglewood.**

ISSUE

At the January 26, 2017 Board meeting, a Motion was passed as an amendment to Item #48 (Attachment A) directing the CEO to report back to the Full Board at its February meeting regarding a possible new grade separation at the Centinela Avenue rail crossing of the Crenshaw/LAX Line. This intersection is currently being constructed as a gated, at-grade crossing. The motion stated: "Because of the significantly changed conditions since the approval of the environmental document for the Crenshaw/LAX Line, including increased traffic levels anticipated with the opening of the NFL Stadium - a major new regional attractor - a grade separation at this intersection is essential."

The Motion directed staff to examine how such a grade separation could be constructed without impacting the October 2019 completion date for the Crenshaw/LAX Line. It also directed staff to identify the cost of design and construction of the grade separation, sources of funding and the appropriate environmental clearance needed to proceed to design and construction.

DISCUSSION

Background

Between 2009 and 2011, environmental studies for the Crenshaw/LAX Transit Corridor approved an at-grade crossing where the rail line crosses Centinela Avenue in the City of Inglewood. Prior to the decision for the at-grade crossing at Centinela, the environmental studies also considered both an aerial-grade separation as well as a below-grade undercrossing of Centinela Avenue as possible alternatives. The below-grade separation was identified as a design option, or betterment, at the time. Ultimately, the environmental document was cleared without the grade separation at Centinela and the intersection was configured as a gated, at-grade crossing. Following analysis as required by

the Metro Grade Safety Crossing Policy for Light Rail Transit, Metro determined that the Centinela Avenue grade crossing was safe and applied for approval from the California Public Utilities Commission (CPUC) in 2012. In 2013, the CPUC granted approval for the at-grade crossing but added certain additional design features including additional traffic lanes at the intersection for additional queuing capacity and traffic signal improvements to provide additional traffic capacity and safety.

In early 2015, changes to the Hollywood Park Specific Plan and potential NFL Stadium were considered which ultimately led to the approval by the City of Inglewood for the construction of a 70,000-seat NFL Stadium to be located approximately 1 ½ miles south of the Centinela/Florence intersection. Additional development in the Hollywood Park Project was also approved that will significantly increase regional trip making to this area. As a result of this growth, traffic mitigation measures have been funded by the developers that include a citywide installation of a modern traffic signal priority system. The City of Inglewood, however, has been concerned about the impacts at the Florence/Centinela intersection from potential increases in regional trip-making that could occur; and the impacts to traffic should the original as designed and being constructed at-grade Crenshaw LRT rail crossing be in place. These concerns have been increased by the recent decision to relocate the San Diego Chargers to the Inglewood Stadium, in addition to the earlier decision to relocate the St. Louis Rams, now Los Angeles Rams, to the stadium. As a result of the above, discussions between the City of Inglewood and Metro regarding the grade separation were re-initiated.

Design and Construction Scenarios

The Crenshaw/LAX Transit Project construction is approximately 60% complete and the contractor is scheduled to start laying track in the Centinela area this month (February 2017). The completion date for the project is October 2019. Because of the immediacy of construction in the vicinity of the Centinela crossing, two possible scenarios were developed for adding the grade separation:

- Option 1: Build the Grade Separation Now (As a part of the Current Construction Project)
- Option 2: Build the Grade Separation Later (As a Separate Construction Project)

Among several factors to be considered is a non-negotiable parameter that the Crenshaw/LAX project's targeted revenue service date shall not be put at risk beyond its October 2019 schedule, given Metro's commitment to the corridor communities in Los Angeles and Inglewood to bring this project to conclusion.

Under Option 1, Metro would commence the environmental process. Depending on the identified impacts, a supplemental environmental document would most conservatively be needed to be approved for both CEQA and NEPA. Additionally, the TIFIA loan for the project and the FTA Record of Decision would need to be amended to incorporate this change. The Contractor would be directed to stop work after environmental clearance is approved by Metro and approved by the federal funding partners. Staff estimates that this approach would delay the opening date of the Crenshaw/LAX Project by approximately 8 to 12 months from October 2019 to between June and October 2020 and increase the cost of the Crenshaw/LAX Transit Project by an estimated \$126 million. A significant portion of these costs would be the anticipated delay claims and/or acceleration claims by the contractor due to their need to re-sequence their work and extend construction for a longer period of

time.

Under the Option 2 Scenario, the Contractor would be allowed to complete work on the at-grade crossing at Centinela without delay to the scheduled October 2019 completion date for the overall Crenshaw/LAX Transit Project. During 2017 and 2018 a separate grade separation project would be taken through the environmental clearance process and afterwards, contract documents would be put out to bid for construction as a separate, stand-alone project. As no federal funds are anticipated to be used for this separate project, only CEQA clearance would be needed. The selected Contractor would then be given access to the Centinela portion of the tracks between the Fairview Heights Station and the Downtown Inglewood/La Brea Station, where they would build the grade separated structure.

Construction Staging- Prior to construction of the grade-separation, a diversion around the construction site would need to be created. There are two possible methods to do this. The first would involve construction of a “shoe-fly” temporary track in the westbound lanes of Florence Avenue so that trains could be diverted around the construction site for a period that could range from 10 to 24 months, depending upon the type of grade separation to be constructed, after which rail service could resume on the mainline tracks using the grade-separation.

A second option would be to implement a bus bridge instead of constructing a “shoe-fly” track. The bus bridge would operate between the Downtown Inglewood/La Brea Station and the Fairview Heights Station during the period of the construction of the grade separation. Rail transit riders would transfer from the rail cars to buses to travel between these two stations. Both of these construction staging options would be evaluated during the design and environmental planning phase.

In order to not delay the opening of the Crenshaw/LAX Line, Option 2 is recommended as the preferred Design & Construction Scenario.

Cost & Schedule for Environmental Clearance & Construction

The schedule for environmental clearance, design and construction of the Centinela grade separation is shown in Attachment B. Metro staff can begin the development of a feasibility study relatively quickly to determine which of the two grade separation options (an aerial-grade separation or as a below-grade undercrossing) would be most feasible considering cost, the number and types of environmental impacts, and construction schedule.

Once an alternative is selected, a scope of work from which technical studies and the level of environmental clearance effort shall be determined. Staff will then commence the environmental clearance process, identify any necessary mitigation measures (if any), and at the conclusion of the process present to the Board the environmental document and any mitigation measures monitoring for adoption. Estimated cost of the environmental study is \$400,000 and would take approximately one year to complete.

A task order would be issued under Contract #PS20111, CEQA/NEPA Environmental Services and Support.

Additional funding will be required once the environmental studies are completed and the costs of the

grade separation are determined. These costs are currently projected to range between \$100 million and \$150 million, depending upon whether the grade separation is in an aerial configuration or in an undercrossing configuration.

It is currently estimated that an aerial-grade separation could be constructed and put into service between September 2020 and February 2021. An undercrossing would be more difficult to construct due to excavation requirements and underground utilities in Centinela Avenue that would need to be modified or reconstructed. The undercrossing is estimated to add 8-14 months to the above schedule. These figures are preliminary and will be refined during the design and environmental phase.

Sources of Funding

While the total project costs are yet to be determined through the environmental studies, staff is exploring a range of non-federal funding sources to support Option 2 as the preferred Design & Construction Scenario. These sources would be necessary to accelerate the delivery of the projects under CEQA-only environmental clearance. Staff has preliminarily identified eight potential, non-federal funding sources eligible for the Centinela Avenue Grade Separation project. These sources include state Cap and Trade competitive grant funds; state formula STIP funds; locally-controlled discretionary funds (Measure M South Bay Subregional Programs and Inglewood local return funds); and Metro-controlled funds (Prop A and C). Over the coming months Metro staff will analyze the viability of these sources- singularly or in combination- based on several factors. These include prior commitments (capital and/or operating uses), timing, and predictability (i.e. competitive versus formula).

DETERMINATION OF SAFETY IMPACT

These studies will have no impact on the safety of our passengers or employees.

FINANCIAL IMPACT

With Board approval, Countywide Planning & Development will transfer \$100,000 from Cost Center 4010, Project 405529 to Cost Center 4350, Project 405406 to initiate the necessary preliminary design and environmental clearance. Since these are multi-year projects, the cost center manager and Chief Planning Office will be responsible for budgeting in future years.

Impact to Budget

The sources of funds for these studies are Proposition A, C and TDA Administration funds. The Proposition A, C and TDA Administration funds are not eligible for Metro bus and rail operating and capital expenditures.

ALTERNATIVES CONSIDERED

The Board could elect not to authorize the environmental clearance of the Centinela grade separation. This alternative is not recommended as the anticipated higher levels of regional

tripmaking into this area would not be served.

NEXT STEPS

With Board authorization, both environmental planning and preliminary design efforts will be initiated. Upon completion of the work, staff will return to the Board for approval to proceed with the design and construction bidding of the Centinela grade separation.

ATTACHMENTS

Attachment A - January 26, 2017 Board Motion

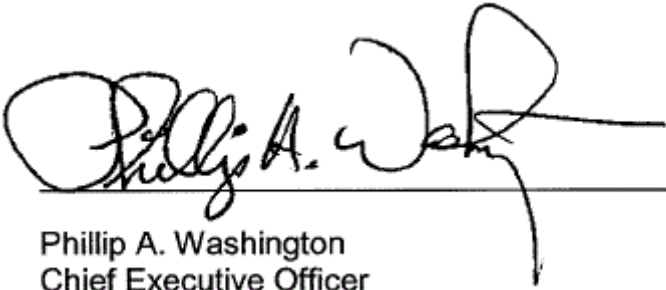
Attachment B - Centinela Grade Separation Proposed Schedule

Prepared by: David Mieger, Interim SEO, Countywide Planning & Development, (213) 922-3040

Bryan Pennington, Deputy Chief Program Management Officer, Program Management (213) 922-7449

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077

Richard Clarke, Chief Program Management Officer,
(213) 922-7557



Phillip A. Washington
Chief Executive Officer

Motion to Amend Item No. 48 by Director Butts

January 26, 2017

In October, 2010 the Metro Board approved a revision of the Grade Crossing Safety Policy to further emphasize the inclusion of "...public safety and economic development" as key elements in the technical evaluation

The 2010 Policy further states that:

Traffic flow analyses of grade crossing alternatives shall be calculated under three scenarios:

- 1. current automobile traffic levels,**
- 2. traffic levels adjusted to reflect "natural growth" in traffic over 20 years, and**
- 3. traffic levels adjusted to reflect the local jurisdiction's 'land use forecasts within a one-half mile radius of each crossing over 20 years, e.g. Centinela/Florence and Florence/Prairie.**

This policy does not now adequately address the 2011 Crenshaw EIR as it pertains to the Centinela/Florence and adjacent Florence/Prairie intersections. The Crenshaw LRT will be sending approximately 360 trains per day through the Centinela-Florence intersection crossing. Because of the significantly changed conditions since the approval of the environmental document for the Crenshaw/LAX Line, including increased traffic levels anticipated with the opening of the NFL Stadium – a major new regional attractor – a grade separation at this intersection is essential.

Commitment now to build a grade separation is critical to ensure that Metro is both responsive to community concerns and does not miss the opportunity to serve one of the most historic redevelopment mega projects in the entire County.

I, Therefore, Move to amend this item in so far as this Board instructs the CEO to report back to the full Board, at its February 2017 meeting, having examined the proposed design and construction scenarios and determine how:

- 1. The scenarios can avoid impacting the October 2019 completion date for the Crenshaw/LAX Line;**
- 2. Costs of design and construction of the Centinela/Florence Fly-over grade separation;**
- 3. Cost estimates of constructing the grade separation now vs. retroactively constructing the grade separation after the Crenshaw line opens in 2019;**
- 4. Identify sources of funding, and**
- 5. Authorize, if needed, the expeditious preparation and release of necessary environmental documentation in order to proceed to design and construction.**

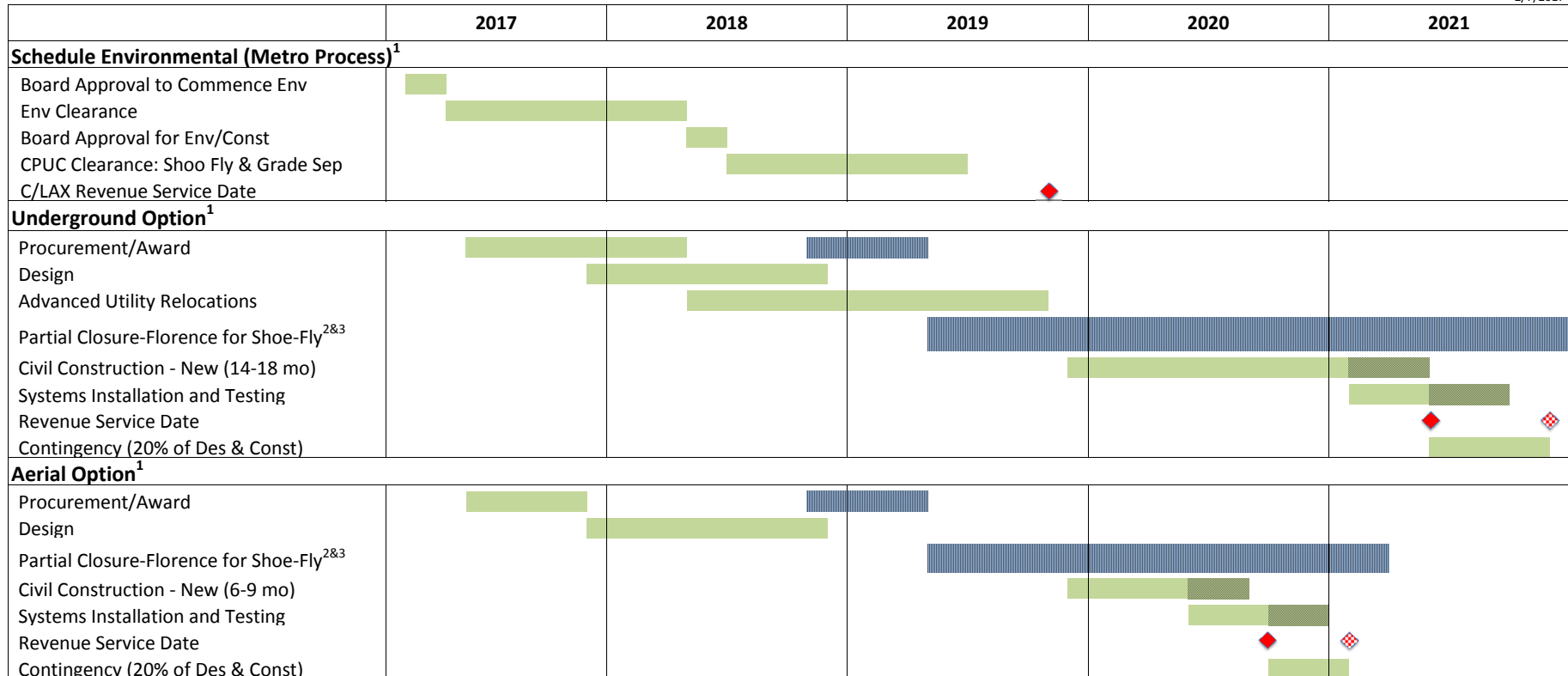
ATTACHMENT B

Crenshaw/LAX Transit Project

Centinela Grade Separation - Preliminary Level Schedule

DRAFT

2/7/2017



NOTES:

- Durations are preliminary estimates.
- Shoe-Fly assumed to be built on top of roadway, assumes 2 month reconstruction after Shoe-Fly closed.
- Shoe-Fly assumed as two tracks with maximum train speed at 35mph.

Legend:

Denotes activities for Shoe-Fly

Denotes activities for grade separation

Construction range

Revenue Service Date

Revenue Service Date based on Construction Range



Board Report

File #: 2017-0076, File Type: Policy

Agenda Number: 40.

REGULAR BOARD MEETING FEBRUARY 23, 2017

SUBJECT: METRO SYSTEM ADVERTISING POLICY

ACTION: APPROVE REVISED METRO SYSTEM ADVERTISING POLICY

RECOMMENDATION

ADOPT revisions to **Metro's System Advertising Policy in order to update policy and expand Metro's current advertising opportunities to generate additional revenue** - as recommended in the Risk Allocation Matrix (RAM) process approved at the January 2016 Board meeting.

ISSUE

Metro's System Advertising Policy provides the agency with a significant opportunity to generate advertising revenue as a way to leverage and optimize sales tax revenues, state and local funds, fare revenues and other forms of agency funding.

In January 2016, the Metro Board of Directors approved the Risk Allocation Matrix (RAM) where staff identified cost saving and revenue generating initiatives, and created the Internal Savings Account - intended as tools to ensure long-term financial stability and mitigate projected budget shortfalls. Among some of the financially significant initiatives is the expansion of advertising on the Metro system to include digital advertising, opportunities at parking structures, facilities and buildings, and other Metro-owned properties.

Revision of the Metro System Advertising Policy would enable staff to explore expanded advertising opportunities on Metro's system in order to generate additional and significant revenue for the agency. This revised policy positions the agency to benefit from expanded advertising opportunities.

DISCUSSION

Background

Metro's System Advertising Policy was last revised June 2013 to permit advertising from non-profit organizations, and strengthen content restrictions on tobacco products, firearms and gun violence, demeaning or disparaging statements, adult entertainment, political endorsements, religious issues, and unsafe or disruptive transit behavior.

In January 2016, the last and final option with Outfront Media's advertising contract was approved

and will have generated \$24,000,000 in revenue for Metro from January to December 2017. Some of the additional techniques include advertising space on bike racks on Metro buses and additional 2-sheet ad panels on the Expo, Gold, Blue, and Green Line stations.

Policy Update

While Metro's System Advertising Policy has successfully provided the structure to responsibly generate revenue using Metro's capital assets, it is necessary to revisit the policy so it may address new products, new technologies, and keep in alignment with agency progress.

Restriction Additions

- The emergence of electronic cigarettes and cannabis have become more prevalent as a smoking device and activity, thusly, language has been added to include prohibition of electronic cigarettes and cannabis in the content restrictions, Section 2.1.1. Alcohol, Tobacco, and Cannabis Advertising.

Restriction Removals

- When the Orange Line originally opened in 2005, advertising was not permitted on Metro's rail system. To be consistent with Metro Rail guidelines, advertising was also not permitted on the Orange Line. In 2006 the Board directed advertising to be permitted on Metro's rail system including stations and trains.

Staff recommends removing the restriction to place advertising on the Orange Line since advertising has been permitted on Metro's fixed-route rail system. Since its expansion to Chatsworth in 2012, the Orange Line receives an estimated 8.4 million annual ridership; and may potentially generate \$200,000 additional annual revenue for the agency.

Metro Communications staff will conduct community outreach within the Orange Line surrounding communities about Metro's updated Advertising Policy that brings the Orange Line in alignment with advertising on the rail system.

- Metro Rapid buses currently do not include advertising. There are no safety, nor logistical issues with placing advertising on Rapid busses, it simply has not been done in the past. An estimated additional 500 Rapid and articulated vehicles may receive advertising, with the potential to earn \$250,000 annually.
- Articulated buses have been prohibited from being wrapped but currently have external advertising. Staff recommends removing the restriction of wrapping articulated buses.

Expanded Properties

- Advertising placed on Metro's digital assets such as websites, social media platforms, blogs, and mobile apps already generate revenue; and staff have added language to explicitly

include these digital platforms in the policy.

- Advertising on Metro's facilities and other properties such as maintenance buildings and facilities, parking structures and lots, and other properties as recommended by the Risk Allocation Matrix (RAM). Staff has added language to include physical and virtual property in the policy.

DETERMINATION OF SAFETY IMPACT

Revision of this policy does not have impact on safety. Staff will consult Risk Management and Safety to review final advertising scopes of work, and individual deliverables such as digital advertising.

FINANCIAL IMPACT

Impact to Budget

No impact to the FY17 or FY18 Budget is anticipated as a result of approval of the policy.

Upon approval of the policy, it may warrant evaluation of staffing to manage the execution of contracts and business needs associated with expanded advertising.

ALTERNATIVES CONSIDERED

Decline to adopt the revised Metro System Advertising Policy.

This is not recommended as the proposed policy changes enable staff to fulfill the Board's previous directive of implementing the 2016 RAM/Internal Savings Account as a tool to ensure long-term financial stability and mitigate projected budget shortfalls.

NEXT STEPS

Upon Board approval, staff will work to issue a competitive Request for Proposals (RFP) for Advertising on Metro's System and conduct outreach for communities along the Orange Line. Recommendations will be presented for Board review and approval of new advertising contract(s) before the current contracts expires in December 2017.

ATTACHMENTS

Attachment A - Metro System Advertising Policy (COM6)-Changes

Attachment B - Metro System Advertising (COM6)-2017

Prepared by: Lan-Chi Lam, Director of Communications, (213) 922-2349
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Reviewed by: Pauletta Tonilas, Chief Communications Officer, (213) 922-3777



Phillip A. Washington
Chief Executive Officer



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1. GENERAL

The display of paid (revenue-generating) advertising carries with it a responsibility to protect ~~the agency~~ **Metro** from potential litigation and to recognize the potential association of advertising images with Metro services, while simultaneously respecting First Amendment principles. The agency addresses these issues through the responsible and consistent application of written criteria for advertising acceptability. It is not Metro's intent to create a public forum through the acceptance of advertising.

~~At the same time, Metro's ability to directly reach its customers directly is crucial in order to provide transit and agency information to adequate dissemination of transit information.~~ Any use of the unique distribution channels at its command (such as allotments of interior and exterior bus advertising space; ~~as well as on-board "take-one" boxes; and in-station Variable Message Signs~~) for purposes unrelated to customer information or retention is to be avoided, as it effectively "pre-empts" the availability of transit information to the public. Metro's Communications Department administers the use of these unique distribution channels as part of its overall responsibility for customer communication.

2. PROCEDURES

2.1. Revenue-Generating Advertising

Metro contracts with outside vendors to sell and display **short-term** advertising on ~~bus and rail vehicles and facilities~~ **its transit-related properties** for the sole purpose of generating revenue. Metro does not sell or post advertising directly. Vendors for such contracts are solicited through competitive bids, which must conform to Metro's procurement procedures and be approved by Metro's Board of Directors.

Such agreements may dedicate **up to, but** no more than, 90% of the available space covered by the contract for revenue-generating advertising, reserving the remaining available space for Metro's own transit-related information. **This percentage of available space, and the remaining percentage of space held for Metro's information, will be negotiated as part of any contract with an outside advertising space vendor.**

Locations for revenue-generating advertising may include, but are not limited to: exterior surface areas of buses and rail cars (see restrictions in section 2.1.1 below);



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interior display frames in bus and rail vehicles; back-lit map cases, **at stations and transit hubs**; automated public toilets and other fixed outdoor displays on Metro property; electronic Variable Message Signs (VMS) on station platforms; banner ads on Metro's website; Metro-owned/run social media **channels**~~venues~~, **Metro-sponsored computer/phone apps**; space in Metro's printed brochures, timetables and other publications and printed materials, **interior and exterior of Metro buildings, facilities and parking structures**; and any other location approved by Metro's Board of Directors.- **Metro and its advertising contractors will obtain necessary permits as required to comply with local jurisdiction.**~~Metro shall not place or allow any exterior advertising on its Orange Line vehicles.~~

Content restrictions for advertising displayed through these arrangements are as follows:

2.1.1 Alcohol, Tobacco, and Cannabis Advertising

Advertising of all alcohol, tobacco, and cannabis products, services, and events is prohibited. Advertisements that simulate or encourage drinking, smoking, vaping, or ingesting of alcohol, tobacco and cannabis are prohibited. ~~An exception would be an event such; as a food and wine festival that does not feature a specific alcohol product or simulate someone consuming wine.~~

2.1.2 Non-Commercial Advertising

Metro does not accept advertising from non-governmental entities if the subject matter and intent of said advertising is non-commercial. Specifically, acceptable advertising must promote a for-sale, lease or other form of financial benefit for a product, service, event or other property interest in primarily a commercial manner ~~for primarily a commercial~~ **and** purpose.

Exception 1: Governmental Agencies, meaning public agencies specifically created by government action located in Los Angeles County or a Federal or State of California Governmental Agency, may purchase advertising space for messages that advance specific government purposes. The advertising must



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clearly, on the face of the advertising, identify the Governmental Agency. -It is Metro's intent that government advertising will not be used for comment on issues of public debate.

Exception 2: Metro will accept paid advertising from non-profit organizations that partner with a Governmental Agency (as defined in Exception 1 above) and submit advertising that advances the joint purpose of the non-profit organization and the Governmental Agency, as determined by each of them.- In order for advertising to qualify under this exception, the advertising must clearly, on the face of the advertising, identify the Governmental Agency and indicate that the Governmental Agency approves, sponsors, or otherwise authorizes the advertising. -The non-profit organization must also provide a Statement of Approval (attached) from the Governmental Agency describing the joint purpose to be advanced and setting forth a statement acknowledging support and approval for the submitted advertising.- Any message displayed under this exception must adhere to all other content restrictions stated in this policy, **including that this advertising will not be used for comment on issues of public debate.**

2.1.3. Other Subject Matter Restrictions

Advertising may not be displayed if its content involves:

- Illegal activity - Promotes or relates to an illegal activity.
- Violence - Contains images, copy or concepts that promote guns/firearms or gun violence, or that depict weapons or other devices in an act of violence or harm on a person or animal, or contain any material that incites or encourages, or appears to incite or encourage, violence or violent behavior.
- DemEANing or disparaging matter - Contains images, copy or concepts that actively denigrate, demean or disparage any individual or group.
- VulgaritY - Contains images, copy or concepts that are obscene, vulgar, crude, sexually suggestive, indecent, profane or scatological.
- Obscene matter - Contains obscene matter as defined in the Los Angeles County Code, Chapter 13.17, Section 13.17.010, or sexually explicit material



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as defined in the Los Angeles County Code, Chapter 8.28, Section 8.28.010D.

- Adult entertainment and content – Promotes or displays images associated with adult book stores, video stores, dance clubs or other adult entertainment or sexually-oriented establishments, telephone services, internet sites, films, video games or escort services.
- Political endorsements – Contains messages that are political in nature, including messages of political advocacy, that support or oppose any candidate or referendum, or that feature any current political office holder or candidate for public office, or take positions on issues of public debate.
- Religion - Contains images, content or copy related to religion or religious ideas or viewpoints.
- Negative connotations of public transit - Contains images, copy or concepts that actively denigrate public transportation.
- Unsafe transit behavior – Contains images, copy or concepts that depict unsafe behaviors aboard buses or trains, or in or around transit stations or railroad tracks.
- Injurious to Metro's interests – Promotes products, services or other concepts that are adverse to Metro's commercial or administrative interests.
- Metro's endorsement – Contains images, copy or concepts that inaccurately state or imply Metro's endorsement of the subject of the advertisement.
- Harmful or disruptive to transit system – Contains material that is so objectionable as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system.

2.1.4. Metro's Right of Rejection

Beyond the above, Metro's vendors may review advertising content according to their own guidelines of acceptability. Metro ~~will does not screen and individual ads submitted to its vendors prior to posting unless specifically requested to do so by the vendors.~~ Nevertheless, in all contracts Metro reserves the right to reject any advertising content submitted for display on its properties and/or to order the removal of any advertising posted on its properties. Decisions regarding the rejection or removal of advertising are made by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

2.1.5. Vinyl Window Graphics

To ensure the safety and security of passengers, operators and law enforcement officers, advertising displays which employ vinyl window graphics are restricted



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from **fully** obscuring window surfaces on Metro vehicles as follows. (Note: this excludes the front window surface, which may not be covered in any manner.)

~~• Buses: No more than 30% of the vehicle's total window surface, and no more than 50% of the window surface of any bus side, may be covered by vinyl window graphics. Rail Cars: No windows may be covered on rail cars.~~

~~2.1.2 Metro Rapid:~~

~~No wrapped advertising, bus backs or oversized king ads are permitted on Metro Rapid vehicles or on any articulated buses.~~

2.2 Informational Advertising

Metro has several unique distribution channels at its disposal for disseminating transit information for which it incurs no "space" cost (the fee charged for advertising space). These distribution channels include, but are not limited to: "take-one" boxes onboard Metro buses and Metro Rail trains; "take-one" racks at Metro Customer Centers; back-lit and non-lit map cases inside Metro Rail stations and on Metro bus stop poles; advertising kiosks at select Metro Rail stations; electronic Variable Message Signs (VMS) on ~~Metro Rail~~ **station platforms digital advertising kiosks**; interior rail posters on board Metro Rail trains; **Metro's website; Metro-owned/run social media channels**~~venues, venues~~; and **Metro-sponsored computer/phone apps**.

As specified in section 2.1, Metro has the use of an allotment of exterior and interior bus advertising space at no charge by agreement with the vendor that sells all remaining interior and exterior bus advertising space under a revenue-generating agreement.

Informational advertising space is limited, and reserved exclusively for Metro transit information.- All messages and materials distributed by this means are prepared, approved and/or authorized by the Chief Communications Officer or their designee.

Acceptable information for these distribution channels is categorized as follows:

2.2.1 Regular Transit Information

Regular transit information is prepared by Metro's Communications Department in accordance with its annual strategic planning process, as well as upon request from other internal departments. Regular transit information includes, but is not limited to: **campaigns promoting ridership**, service features and changes, fare



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information and changes, safety and security messages, maps and explanations of related transportation services.

2.2.2 Cross-Promotional Information

On an occasional basis and only when space is available, Metro's Communications Department may use Metro's distribution channels to participate in cross-promotional opportunities that offer a direct opportunity to promote use of transit. Any materials distributed for this purpose must prominently include promotion of Metro services (e.g., **Metro Ridership Promotion such as, "Go Metro to Fiesta Broadway"**). Metro is prohibited by law from donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Metro's Communications Department, provide an equivalent or greater value in cross-promotional benefits (i.e. advertising space, editorial space, etc.). Any cross-promotional arrangement must be approved by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

2.2.3 "Added Value" Materials

On an occasional basis and only when space is available, Metro's Communications Department may use Metro's distribution channels to provide "added value" materials to its customers. Such materials must present a specific and time-dated offer uniquely provided for Metro bus and Metro Rail customers (generally a money-saving discount) in which transit can be used to access the redemption point. Any materials distributed for this purpose must prominently include the Metro logo and other wording approved by Metro's Communications Department to indicate that the offer is specifically designed for Metro bus and Metro Rail customers. Metro is prohibited by law from simply donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Metro's Communications Department, provide an equivalent or greater value in cross-promotional benefits (e.g., advertising space, editorial space, etc.). Any added value programs must be approved by the Chief



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Communications Officer or their designee based upon the criteria in this policy statement.

3.0 DEFINITION OF TERMS

Added Value Materials – Informational advertising which offers a tangible benefit to patrons as a means of rewarding and retaining customers (i.e., a money-saving discount).

Cross-Promotion – A cooperative partnership in which two or more entities work together with the goal of jointly promoting their respective services.

Digital Advertising Kiosks - A small physical structure (often including a computer and a display screen) that displays information for people walking by. Kiosks are common near the entrances of shopping malls in North America where they provide shoppers with directions.

Exterior King Ad – Large ad measuring 144" x 30" displayed on the sides of Metro buses. King ads are directly applied to the bus with adhesive vinyl.

Exterior Tail Light or "Tail" Ad – Smaller ad measuring 48" x 15 ½" or 72" x 21" displayed on the rear of Metro buses. Tail ads are directly applied to the bus with adhesive vinyl.

Governmental Entities – Public entities specifically created by government action.

Interior Bus Car Card – A 28" x 11" poster that mounts above the seats in Metro buses to provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Interior Rail Poster – A 21" x 22 ¼" poster that mounts in frames on the walls of Metro Rail cars, used to display Metro Rail System Maps and provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Map Cases – Fixed cases in Metro Rail stations that hold a 46¾" x 46¾" display, usually back-lit. Used to display Metro Rail System Maps and provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.



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Metro Transit-Related Properties – Metro Bus and Rail systems; Metro facilities; Metro electronic outreach channels (websites, social media, computer/phone apps, etc.).

Non-Commercial Advertising – A public service announcement, event notification, political statement or other message which does not have as its primary purpose to propose a commercial transaction.

Social Media Channels – Online/digital communications channels dedicated to community-based input, interaction, content-sharing collaboration.

Take-One – A printed brochure measuring 3½” x 8½” placed inside Metro buses or Metro Rail trains, used to provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Take-One Box – A metal rack or plastic holder installed on the interior of Metro buses and Metro Rail trains designed to hold approximately 40 take-ones. Many Metro buses have a multi-pocket rack in addition to 2 plastic take-one boxes; most Metro Rail cars have from 2 to 6 plastic take-one boxes.

Variable Message Signs (VMS) – Electronic sign boards in Metro Rail stations controlled from the Rail Operations Control Center that scroll through a series of written messages. Used to provide information on safety, pass & token sales locations, service changes, emergency announcements and other matters relevant to the use of the Metro System.

Vinyl Window Graphics – An adhesive vinyl super-graphic which covers a portion of the window surface of a bus or rail vehicle. Such graphics are manufactured to be largely transparent to those inside the vehicle, permitting passengers to see outside through the graphics.

4.0 RESPONSIBILITIES

Communications Department prepares all messages and materials for dissemination on board Metro buses and Metro Rail trains; administers the distribution/display of



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transit information; tracks/coordinates the availability and use of Metro's unique information distribution channels.

Mailroom distributes quantities of take-ones to Metro Operating Divisions and Customer Centers according to distribution list prepared by project managers in Communications.

Operators and Service Attendants physically place take-ones on buses/trains for distribution to the public.

Advertising Vendors sell, post and maintain all revenue-generating advertising on Metro properties; implement Metro's policies on revenue-generating advertising; post all Metro informational advertising according to instructions from the Metro Marketing Department.

Chief Communications Officer (or designee) reviews and approves/rejects all cross-promotions and added value programs using Metro's unique distribution channels based upon the criteria in this policy statement; enforces Metro's right to reject and/or order removal of revenue-generating advertising based upon the criteria in this policy statement.



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1. GENERAL

The display of paid (revenue-generating) advertising carries with it a responsibility to protect Metro from potential litigation and to recognize the potential association of advertising images with Metro services, while simultaneously respecting First Amendment principles. The agency addresses these issues through the responsible and consistent application of written criteria for advertising acceptability. It is not Metro's intent to create a public forum through the acceptance of advertising.

Metro's ability to directly reach customers is crucial in order to provide transit and agency information. Any use of the unique distribution channels at its command (such as allotments of interior and exterior bus advertising space; on-board "take-one" boxes; and in-station Variable Message Signs) for purposes unrelated to customer information or retention is to be avoided, as it effectively "pre-empts" the availability of transit information to the public. Metro's Communications Department administers the use of these unique distribution channels as part of its overall responsibility for customer communication.

2. PROCEDURES

2.1. Revenue-Generating Advertising

Metro contracts with outside vendors to sell and display short-term advertising on its transit-related properties for the sole purpose of generating revenue. Metro does not sell or post advertising directly. Vendors for such contracts are solicited through competitive bids, which must conform to Metro's procurement procedures and be approved by Metro's Board of Directors.

Such agreements may dedicate up to, but no more than, 90% of the available space covered by the contract for revenue-generating advertising, reserving the remaining available space for Metro's own transit-related information. This percentage of available space, and the remaining percentage of space held for Metro's information, will be negotiated as part of any contract with an outside advertising space vendor.

Locations for revenue-generating advertising may include, but are not limited to: exterior surface areas of buses and rail cars (see restrictions in section 2.1.1 below); interior display frames in bus and rail vehicles; back-lit map cases, at stations and transit hubs; automated public toilets and other fixed outdoor displays on Metro property; electronic Variable Message Signs (VMS) on station platforms; banner ads



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on Metro's website; Metro-owned/run social media channels, Metro-sponsored computer/phone apps; space in Metro's printed brochures, timetables and other publications and printed materials, interior and exterior of Metro buildings, facilities and parking structures; and any other location approved by Metro's Board of Directors. Metro and its advertising contractors will obtain necessary permits as required to comply with local jurisdiction.

Content restrictions for advertising displayed through these arrangements are as follows:

2.1.1 Alcohol, Tobacco, and Cannabis Advertising

Advertising of all alcohol, tobacco, and cannabis products, services, and events is prohibited. Advertisements that simulate or encourage drinking, smoking, vaping, or ingesting of alcohol, tobacco and cannabis are prohibited.

2.1.2 Non-Commercial Advertising

Metro does not accept advertising from non-governmental entities if the subject matter and intent of said advertising is non-commercial. Specifically, acceptable advertising must promote a for-sale, lease or other form of financial benefit for a product, service, event or other property interest in primarily a commercial manner and purpose.

Exception 1: Governmental Agencies, meaning public agencies specifically created by government action located in Los Angeles County or a Federal or State of California Governmental Agency, may purchase advertising space for messages that advance specific government purposes. The advertising must clearly, on the face of the advertising, identify the Governmental Agency. It is Metro's intent that government advertising will not be used for comment on issues of public debate.

Exception 2: Metro will accept paid advertising from non-profit organizations that partner with a Governmental Agency (as defined in Exception 1 above) and submit advertising that advances the joint purpose of the non-profit organization and the Governmental Agency, as determined by each of them. In order for advertising to qualify under this exception, the advertising must clearly, on the face of the advertising, identify the Governmental Agency and indicate that the Governmental Agency approves, sponsors, or otherwise authorizes the advertising. The non-profit organization must also provide a Statement of Approval (attached) from the Governmental Agency describing the joint purpose



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to be advanced and setting forth a statement acknowledging support and approval for the submitted advertising. Any message displayed under this exception must adhere to all other content restrictions stated in this policy, including that this advertising will not be used for comment on issues of public debate.

2.1.3. Other Subject Matter Restrictions

Advertising may not be displayed if its content involves:

- Illegal activity - Promotes or relates to an illegal activity.
- Violence - Contains images, copy or concepts that promote guns/firearms or gun violence, or that depict weapons or other devices in an act of violence or harm on a person or animal, or contain any material that incites or encourages, or appears to incite or encourage, violence or violent behavior.
- Demeaning or disparaging matter - Contains images, copy or concepts that actively denigrate, demean or disparage any individual or group.
- Vulgarity - Contains images, copy or concepts that are obscene, vulgar, crude, sexually suggestive, indecent, profane or scatological.
- Obscene matter - Contains obscene matter as defined in the Los Angeles County Code, Chapter 13.17, Section 13.17.010, or sexually explicit material as defined in the Los Angeles County Code, Chapter 8.28, Section 8.28.010D.
- Adult entertainment and content – Promotes or displays images associated with adult book stores, video stores, dance clubs or other adult entertainment or sexually-oriented establishments, telephone services, internet sites, films, video games or escort services.
- Political endorsements – Contains messages that are political in nature, including messages of political advocacy, that support or oppose any candidate or referendum, or that feature any current political office holder or candidate for public office, or take positions on issues of public debate.
- Religion - Contains images, content or copy related to religion or religious ideas or viewpoints.
- Negative connotations of public transit - Contains images, copy or concepts that actively denigrate public transportation.
- Unsafe transit behavior – Contains images, copy or concepts that depict unsafe behaviors aboard buses or trains, or in or around transit stations or railroad tracks.
- Injurious to Metro's interests – Promotes products, services or other concepts that are adverse to Metro's commercial or administrative interests. Metro's



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- endorsement – Contains images, copy or concepts that inaccurately state or imply Metro's endorsement of the subject of the advertisement.
- Harmful or disruptive to transit system – Contains material that is so objectionable as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system.

2.1.4. Metro's Right of Rejection

Beyond the above, Metro's vendors may review advertising content according to their own guidelines of acceptability. Metro will screen and in all contracts Metro reserves the right to reject any advertising content submitted for display on its properties and/or to order the removal of any advertising posted on its properties. Decisions regarding the rejection or removal of advertising are made by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

2.1.5. Vinyl Window Graphics

To ensure the safety and security of passengers, operators and law enforcement officers, advertising displays which employ vinyl window graphics are restricted from fully obscuring window surfaces on Metro vehicles as follows. (Note: this excludes the front window surface, which may not be covered in any manner.)

2.2 Informational Advertising

Metro has several unique distribution channels at its disposal for disseminating transit information for which it incurs no "space" cost (the fee charged for advertising space). These distribution channels include, but are not limited to: "take-one" boxes onboard Metro buses and Metro Rail trains; "take-one" racks at Metro Customer Centers; back-lit and non-lit map cases inside Metro Rail stations and on Metro bus stop poles; advertising kiosks at select Metro Rail stations; electronic Variable Message Signs (VMS) on station platforms digital advertising kiosks; interior rail posters on board Metro Rail trains; Metro's website; Metro-owned/run social media channels; and Metro-sponsored computer/phone apps.

As specified in section 2.1, Metro has the use of an allotment of exterior and interior bus advertising space at no charge by agreement with the vendor that sells all remaining interior and exterior bus advertising space under a revenue-generating agreement.



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Informational advertising space is limited, and reserved exclusively for Metro transit information. All messages and materials distributed by this means are prepared, approved and/or authorized by the Chief Communications Officer or their designee.

Acceptable information for these distribution channels is categorized as follows:

2.2.1 Regular Transit Information

Regular transit information is prepared by Metro's Communications Department in accordance with its annual strategic planning process, as well as upon request from other internal departments. Regular transit information includes, but is not limited to: campaigns promoting ridership, service features and changes, fare information and changes, safety and security messages, maps and explanations of related transportation services.

2.2.2 Cross-Promotional Information

On an occasional basis and only when space is available, Metro's Communications Department may use Metro's distribution channels to participate in cross-promotional opportunities that offer a direct opportunity to promote use of transit. Any materials distributed for this purpose must prominently include promotion of Metro services (e.g., Metro Ridership Promotion such as, "Go Metro to Fiesta Broadway"). Metro is prohibited by law from donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Metro's Communications Department, provide an equivalent or greater value in cross-promotional benefits (i.e. advertising space, editorial space, etc.). Any cross-promotional arrangement must be approved by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

2.2.3 "Added Value" Materials

On an occasional basis and only when space is available, Metro's Communications Department may use Metro's distribution channels to provide "added value" materials to its customers. Such materials must present a specific and time-dated offer uniquely provided for Metro bus and Metro Rail customers (generally a money-saving discount) in which transit can be used to access the redemption point. Any materials distributed for this purpose must prominently include the Metro logo and other wording approved by Metro's Communications



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Department to indicate that the offer is specifically designed for Metro bus and Metro Rail customers. Metro is prohibited by law from simply donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Metro's Communications Department, provide an equivalent or greater value in cross-promotional benefits (e.g., advertising space, editorial space, etc.). Any added value programs must be approved by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

3.0 DEFINITION OF TERMS

Added Value Materials – Informational advertising which offers a tangible benefit to patrons as a means of rewarding and retaining customers (i.e., a money-saving discount).

Cross-Promotion – A cooperative partnership in which two or more entities work together with the goal of jointly promoting their respective services.

Digital Advertising Kiosks - A small physical structure (often including a computer and a display screen) that displays information for people walking by. Kiosks are common near the entrances of shopping malls in North America where they provide shoppers with directions.

Exterior King Ad – Large ad measuring 144" x 30" displayed on the sides of Metro buses. King ads are directly applied to the bus with adhesive vinyl.

Exterior Tail Light or "Tail" Ad – Smaller ad measuring 48" x 15 ½" or 72" x 21" displayed on the rear of Metro buses. Tail ads are directly applied to the bus with adhesive vinyl.

Governmental Entities – Public entities specifically created by government action.

Interior Bus Car Card – A 28" x 11" poster that mounts above the seats in Metro buses to provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Interior Rail Poster – A 21" x 22 ¼" poster that mounts in frames on the walls of Metro Rail cars, used to display Metro Rail System Maps and provide information on fares,



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routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Map Cases – Fixed cases in Metro Rail stations that hold a 46¾" x 46¾" display, usually back-lit. Used to display Metro Rail System Maps and provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Metro Transit-Related Properties – Metro Bus and Rail systems; Metro facilities; Metro electronic outreach channels (websites, social media, computer/phone apps, etc.).

Non-Commercial Advertising – A public service announcement, event notification, political statement or other message which does not have as its primary purpose to propose a commercial transaction.

Social Media Channels – Online/digital communications channels dedicated to community-based input, interaction, content-sharing collaboration.

Take-One – A printed brochure measuring 3½" x 8½" placed inside Metro buses or Metro Rail trains, used to provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Take-One Box – A metal rack or plastic holder installed on the interior of Metro buses and Metro Rail trains designed to hold approximately 40 take-ones. Many Metro buses have a multi-pocket rack in addition to 2 plastic take-one boxes; most Metro Rail cars have from 2 to 6 plastic take-one boxes.

Variable Message Signs (VMS) – Electronic sign boards in Metro Rail stations controlled from the Rail Operations Control Center that scroll through a series of written messages. Used to provide information on safety, pass & token sales locations, service changes, emergency announcements and other matters relevant to the use of the Metro System.

Vinyl Window Graphics – An adhesive vinyl super-graphic which covers a portion of the window surface of a bus or rail vehicle. Such graphics are manufactured to be largely transparent to those inside the vehicle, permitting passengers to see outside through the graphics.



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4.0 RESPONSIBILITIES

Communications Department prepares all messages and materials for dissemination on board Metro buses and Metro Rail trains; administers the distribution/display of transit information; tracks/coordinates the availability and use of Metro's unique information distribution channels.

Mailroom distributes quantities of take-ones to Metro Operating Divisions and Customer Centers according to distribution list prepared by project managers in Communications.

Operators and Service Attendants physically place take-ones on buses/trains for distribution to the public.

Advertising Vendors sell, post and maintain all revenue-generating advertising on Metro properties; implement Metro's policies on revenue-generating advertising; post all Metro informational advertising according to instructions from the Metro Marketing Department.

Chief Communications Officer (or designee) reviews and approves/rejects all cross-promotions and added value programs using Metro's unique distribution channels based upon the criteria in this policy statement; enforces Metro's right to reject and/or order removal of revenue-generating advertising based upon the criteria in this policy statement.



Board Report

File #: 2017-0080, **File Type:** Informational Report

Agenda Number: 41.

REGULAR BOARD MEETING FEBRUARY 23, 2017

SUBJECT: PROPERTY NAMING POLICY

ACTION: APPROVE REVISED PROPERTY NAMING POLICY

RECOMMENDATION

APPROVE revised **Property Naming Policy** with the removal of the Corporate Sponsorship/Naming Rights program portion (see Attachment A).

ISSUE

Metro is continually looking for new ways to generate additional revenue to support the agency. In January 2016, the Metro Board of Directors approved the Risk Allocation Matrix (RAM) and creation of an Internal Savings Account intended as tools to ensure long-term financial stability and mitigate projected budget shortfalls. As part of this initial comprehensive agency-wide effort, staff identified cost saving and revenue generating initiatives that can yield deposits to the Internal Savings Account, thereby securing the sustainability of Metro's future operations and expansions.

One of these initiatives was the implementation of a Corporate Sponsorship/Naming Rights program to generate revenue from Metro's properties and assets. The implementation of a Corporate Sponsorship/Naming Rights program is a complex endeavor, and many questions and concerns have been raised since the Board of Directors adopted the program as part of the overall Property Naming Policy in December 2016. More research and time is needed to review the potential benefits and drawbacks of the Corporate Sponsorship Program. Therefore, this component of the Property Naming Policy is being struck from the policy, which the Board can then adopt to maintain the agency's process for naming stations and properties. The Property Naming Policy would then move forward without a Corporate Sponsorship/Naming Rights Policy.

DISCUSSION

The 2014 Board-approved Property Naming Policy provides criteria for naming stations and other Metro properties through a customer-focused approach. The policy guides the naming of Metro property with four principles in mind:

- **Transit System Context** - Information as to where a property is located within the context of the entire transit system with names that are clearly distinguishable

- **Property Area Context** - Information of the location of the property within the context of the surrounding street system
- **Neighborhood Identity** - Where appropriate, acknowledging a landmark or that the property serves as an entry point to a community or neighborhood
- **Simplicity** - Names will be brief enough for quick recognition and retention and fit within signage and mapping parameters

The policy states the difference between an “Official” name approved by the Metro Board, which are used for Board documents, contracts and legal documents and notices, and an “Operational” name, which is a shorter name used for station/stop announcements and printed and electronic materials for readability and size constraints.

These clear policy points, along with the defined naming process, provide strong guidance in order for Metro to aptly name new properties and re-name existing properties when applicable.

The existing policy also provides an opportunity for Board members to bestow a special honor in the form of a dedication on rare instances to a deceased individual and reserved to honor those of substantial historical, cultural or civic significance. In a similar dedication, the Board may also honor an individual who has demonstrated a unique and extraordinary degree of service yielding a distinguishable contribution to the public transportation in Los Angeles County. Such dedications are viewed as secondary information to the property signage, but not renamed for individuals. Following Board approval, individuals will be honored with plaques where space is available.

In December 2016, the Property Naming Policy was revised to include a Corporate Sponsorship/Naming Rights program. This recommended action is to remove the Corporate Sponsorship/Naming Rights program from the Property Naming Policy.

DETERMINATION OF SAFETY IMPACT

Revision of this policy currently does not impact safety.

FINANCIAL IMPACT

There will be no financial impact to the budget in current FY.

Impact to Budget

Since the implementation of this policy was to generate revenue beginning in FY 2018, no impact to the FY17 Budget is anticipated as a result of approval of the revised policy.

ALTERNATIVES CONSIDERED

Decline to adopt the revised Property Naming Policy. This is not recommended as the primary

change to the policy clarifies the process and requirements for Property Naming for the agency.

NEXT STEPS

Upon Board approval, staff will:

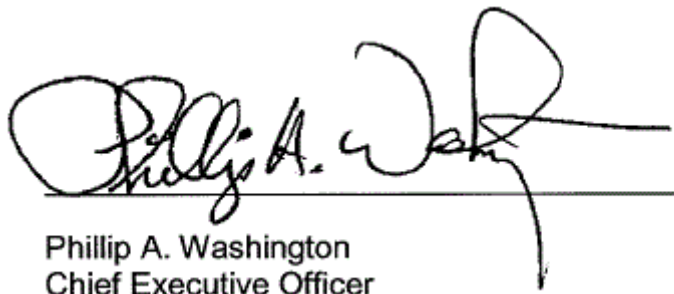
1. Continue to explore ways to generate additional revenue for the agency through Corporate Sponsorships and report back to the Board the findings.

ATTACHMENTS

Attachment A - Property Naming Policy - Markup

Prepared by: Lan-Chi Lam, Director of Communications, (213) 922-2349
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Reviewed by: Pauletta Tonilas, Chief Communications Officer, (213) 922-3777



Phillip A. Washington
Chief Executive Officer

PROPERTY NAMING ~~AND CORPORATE SPONSORSHIP/NAMING RIGHTS~~ POLICY

PURPOSE

Through implementation of this policy, Metro seeks to establish guidelines regarding the naming of Metro properties frequented by the public that will provide clear transit information to our customers – both frequent patrons as well as visitors and infrequent users. In addition, the policy is intended to ensure timely, cost-effective and rider-friendly property naming efforts.

Properties will be named with the maximum benefit and convenience of the transit system user in mind. Naming will provide customers with travel information in a simple, straightforward and unified way in order to assist patrons in successfully navigating the transit system and correspondingly the region. Property names will reflect the following principles:

- ***Transit system context*** – Names will provide information as to where a property is located within the context of the entire transit system; property names will be clearly distinguishable with no duplication.
- ***Property area context*** – Names will provide specific information as to the location of the property within the context of the surrounding street system, so that users can find their way around after their arrival and to support system access via automobile drop-off and parking.
- ***Neighborhood identity*** – Where appropriate, property naming will acknowledge that system stations and stops serve as entry points to the region's communities and neighborhoods.
- ***Simplicity*** – Names will be brief enough for quick recognition and retention by a passenger in a moving vehicle, and to fit within signage and mapping technical parameters.

NAMING POLICY POINTS

1. Property naming will identify transit facilities so as to provide immediate recognition and identification for daily riders as well as periodic users and visitors. Transit facilities include rail stations, bus stations, transit centers, bus stops and other properties frequented by the public. Property names will be identified based on the following:
 - Adjacent or nearby street or freeway
 - Well-known destination or landmark
 - Community or district name

- City name – if only one Metro property is located within a city

If space permits, property names can be a combination of street system location and well-known destination, particularly when the street system name may not be recognizable to transit riders and visitors. No business, product or personal names shall be used unless that name is part of a street name or well-known destination; or as part of a corporate sponsorship or cooperative advertising revenue contract.

2. The following criteria will ensure simple, succinct property names that are easily understood and retained by transit riders:

- Minimize the use of multiple names for a property. A single name identifiable by the general public is preferred, with a maximum of two distinct names separated by one slash. For example, Westlake/MacArthur Park Station.
- Minimize the length of property names to ensure comprehension and retention by system riders. The property name shall have a preferred maximum of 24 characters in order to ensure general public and ADA readability, and fit within Metro's signage system.
- Minimize the inclusion of unneeded words in property names such as ones that are inherently understood, or added when verbally stating the property's name. Avoid inclusion of unnecessary words that may describe the property's location, but are not part of that location's commonly known name.

3. In consideration of the various applications where the property name will be used and displayed, properties may have a Board-adopted official name as well as a shorter operational name. The official property name would be used for Board documents, contracts and legal documents and notices. The operational name would be used for station/stop announcements by vehicle operators, and on printed materials due to readability and size constraints. In addition, the property name may be further abbreviated for other operational uses such as vehicle headsigns and fare media.

NAMING PROCESS AND PROCEDURE

The property naming process will include the following steps:

1. Initial property names will be identified during the project planning process primarily based on geographic location.

2. When a project is approved by the Board to proceed into the preliminary engineering phase, a formal naming process will be initiated.
3. Staff will solicit input from cities, communities and other stakeholders on preferred property names based on the Board-adopted naming criteria.
4. The resulting property names will be reviewed by a focus group comprised of both transit system users and non-users for general public recognizability.
5. Staff will return to the appropriate Board committee and then to the full Board for adoption of the final set of official property names.
6. The adopted official property names will then be included in any final engineering bid documents and other agency materials.
7. Requests to rename properties after Board action and the release of project construction documents may be considered by the Board. Property name changes must be approved by a vote of two-thirds of the Board members. All costs associated with changing a property name, including any signage revisions and market research to determine if the proposed name is recognizable by the general public, will be paid for by the requestor unless otherwise determined by the Board.
8. If the Board wishes to bestow a special honor to a deceased individual, it may choose to dedicate a site to him/her. The act of dedicating a Metro property to an individual should be rare and reserved as a means to honor those of substantial historical, cultural, or civic significance. The Board may wish to bestow a similar honor upon an individual who demonstrated a unique and extraordinary degree of service yielding a distinguishable contribution to public transportation in Los Angeles County. Such dedications shall be viewed as secondary information with regard to signage and other identification issues. Properties/facilities frequented by the public may not be renamed for individuals.

Such dedications are made in the form of a motion presented by a Board Member to the appropriate committee of the Board for review and approval, and then forwarded to the full Board for final approval. With Board action, individuals will be honored with plaques where space is available.

CORPORATE SPONSORSHIP AND NAMING RIGHTS

~~Metro has determined that allowing a revenue-generating, payment-in-kind, or value-in-kind Corporate Sponsorship and Naming Rights Program is a prudent means of maximizing the value of the agency's capital investments and assets. Metro may enter into sponsorship and naming rights contracts for short-term and long-term partnerships with qualified companies in order to provide value and benefits for both parties.~~

Through implementation of this policy, Metro seeks to establish a cohesive and transparent process for the consideration and determination of Corporate Sponsorship opportunities for the naming or re-naming of existing and future property, facilities, services, programs and events.

The implementation of a Corporate Sponsorship and Naming Rights Program carries with it a responsibility to protect the agency from potential litigation and to recognize the potential association of outside corporations with Metro services, property and events, while respecting and adhering to existing Metro policies, including Metro's System Advertising, and Commercial Filming Policies. The agency addresses these issues through the responsible and consistent application stated in this policy.

CORPORATE SPONSORSHIP POINTS

1. Corporate Sponsorship is a form of advertising in which companies will pay Metro to be associated with certain facilities, services, programs or events. This could also include providing resources and finance, payment in-kind, or value in-kind to develop new facilities, services, programs or events or funding to operate existing ones. Naming rights is a form of advertising whereby a corporation purchases the right to name or re-name a Metro facility, service, program, or event, typically for a defined period of time.
2. Metro's Communications Department administers the Corporate Sponsorship and Naming Rights Program as part of its overall responsibility of revenue-generating advertising and Metro's overarching goal of partnering with businesses on activities that can increase mobility for customers in the LA region.
3. In order to ensure Metro receives fair market value for Corporate Sponsorship and Re-naming Rights, Metro will routinely procure the services of a qualified and independent firm that regularly provides valuations of naming rights opportunities.

Agency Assets Eligible for Sponsorship

Metro is transportation planner and coordinator, designer, builder and operator of a large and expanding transit system. The infrastructure capital investment and other assets are significant within Metro's county-wide system of bus, rail, and other services; property portfolio; numerous facilities; programs; and events. The various facilities, programs, and services that may be applied to corporate sponsorships to are:

- **Facilities** — Any rail or bus stations, parking lots and parking structures, regional facilities, maintenance buildings and maintenance structures, Metro headquarters building, and any other property solely owned and operated by Metro.

- **Transit Services** — Any light & heavy rail lines, bus service lines & routes, transitway service lines & routes, and any mode of transit service solely owned and operated by Metro.
- **Programs** — Any established Metro-operated effort/initiative for the benefit of customers and communities that Metro serves; generally in the form of customer service actions and functions, internally and externally.
- **Events** — Any seasonal, annual or one-time event led and initiated by Metro.

Corporate Sponsorship Models

Corporate Sponsorship can take on various forms of advertising in which companies contract with Metro to associate their name, identity and branding with facilities, services, programs or events. Metro will engage in short-term and long-term corporate sponsorships that provide value and benefits for both parties. Naming Rights is a type of advertising whereby a corporation secures the right to name or re-name a Metro facility, service, program, or event for a defined period of time.

- **Short-term Sponsorship** — Agreements extending a maximum of twelve months for assets such as programs, events, seasonal events, or temporary station re-namings. Short-term sponsorships do not require Board review and approval unless those over \$500,000.00 contract value.
- **Long-term Sponsorship** — Agreements lasting a minimum of five years and greater. All long-term sponsorships must be reviewed and approved by the Metro Board. Agency assets such as transit services, rail lines, stations, buildings, and facilities would be considered for long-term sponsorships.

Corporate Eligibility and Criteria

Business entities in the following categories will not be considered for participation: Alcohol; Tobacco and Electronic Cigarettes; Adult Entertainment and Content; Arms/Guns and Weapons; Political Parties, Political Groups, Political Organizations, and Political Candidates or Campaigns; Religious Groups and Religious Associations.

Metro shall consider partnerships with qualified companies who meet these criteria: Businesses already established in the U.S. or have fulfilled all legal requirements/compliance to establish a business within the U.S.; Financially stable business; Businesses with no history of fraudulent/unethical behavior; and Businesses with satisfactory record of contractual performance.

Corporate Responsibilities

1. All costs related to establishing a new name or re-naming an existing facility, service, or program — including, but not limited to, the costs of replacing affected signage and customer information collateral, Metro materials, and Metro staff labor — shall be borne by the corporate sponsor.

- ~~2. All granted Corporate Sponsorship agreements must respect and adhere to Metro's System Advertising Policy.~~
- ~~3. Corporate Sponsorship proposals and agreements are subject to the provisions of the California Public Records Act (California Code Government Code §6250 et seq.).~~

BUSINESS PROCESS

Evaluation Criteria

~~If all criteria listed under "Corporate Eligibility and Criteria" are met, Metro will take into consideration the financial offers and implementation proposals, which are listed below in order of weighted criteria and relative importance:~~

- ~~• Financial offer~~
- ~~• Alignment with Metro's existing brand and agency mission, including visibility of activating the partnership~~
- ~~• Reach of cross promotion between Metro and corporate sponsor, including corporate social/community activities attached to the program~~
- ~~• Innovative partnership business plans~~

Proposal Submittal Process

- ~~1. **Submittal** — All Corporate Sponsorship Proposals shall be submitted to the Chief Communications Officer and the Deputy Executive Officer of Marketing within the Communications Department.~~
- ~~2. **Acknowledgement** — Communications will acknowledge and confirm receipt of Proposal via email communications, and letter.~~
- ~~3. **Agency Follow-up** — Communications staff may request more information, clarity of proposal, and in-person meeting or presentation of proposal.~~
- ~~4. **Notice of Proposal** — If the original proposal is deemed to have financial merit and meets all criteria, Metro will publicize the receipt of proposal to provide an opportunity for other companies with a vested interest in or proximity interest in the Metro asset/facility, an opportunity to compete for the Corporate Sponsorship. Metro will allow interested parties to submit proposals within 30 days of notice.~~
- ~~5. **Evaluation Process** — Communications will proceed to review and evaluate final corporate sponsorship proposals with appropriate Metro departments. Metro may utilize the services of a consultant in order to complete evaluation process. Metro may also solicit public comment on the proposal via digital communication and/or community meeting.~~

6. **Decision Process** — Communications will issue a determination of selection in writing to each proposer either recommending that the proposal be granted, or denying the proposal.
 - a. **Recommend award** — In the event a long-term Corporate Sponsorship proposal is recommended for award, Communications will prepare a contract recommendation to the Metro Board for its review and approval. Short-term sponsorships and those under \$500,000 contract value will move forward with a formal agreement and contract approved by the CEO.
 - b. **Recommend no award** — In the event a Corporate Sponsorship proposal is not recommended for award, Communications will have the ability to counter with additional requests.
7. **Presentation to Board** — In the event a Corporate Sponsorship proposal is recommended, Communications will present the final proposal to the Metro Board of Directors for review and approval. The corporate sponsor will be invited to participate in the presentation of their recommended proposal.
8. **Board Approval** — Upon Metro Board approval, a formal agreement for Corporate Sponsorship will be completed and a contract with the Corporate Sponsor will be finalized.

Termination of Contract

In all contracts, Metro will include provisions for termination of the contract for default due to circumstances that are inconsistent with or violate Metro's System Advertising Policy, actions contrary to Metro's standards, or if the firm violates the established Corporate Eligibility Criteria.



Board Report

File #: 2017-0113, File Type: Contract

Agenda Number: 42.

REVISED
REGULAR BOARD MEETING
FEBRUARY 23, 2017

SUBJECT: TRANSIT LAW ENFORCEMENT SERVICES

ACTION: APPROVE CONTRACT AWARD

RECOMMENDATION

CONSIDER AUTHORIZING:

- A. the Chief Executive Officer to negotiate and execute individual five-year firm fixed unit rate contracts with the City of Long Beach Contract No. PS5862300LBPD24750 not-to-exceed ~~\$27,088,968~~ \$30,074,628, City of Los Angeles, Contract No. PS5862100LAPD24750 not-to-exceed ~~\$368,717,424~~ \$369,330,499, and the County of Los Angeles, Contract No. PS5863200LASD24750, not-to-exceed ~~\$245,356,369~~ \$246,270,631 for **multi-agency law enforcement services** effective July 1, 2017 through June 30, 2022; subject to resolution of protest(s), if any;
- B. the Chief Executive Officer to negotiate and execute a demobilization/transition agreement with the County of Los Angeles Sheriff's Department for **single agency law enforcement services** effective March 1, 2017, through June 30, 2017; AND a mobilization agreement with the City of Los Angeles Police Department and the City of Long Beach Police Department effective March 1, 2017, through June 30, 2017 within the board approved project budget;
- C. the Chief Executive Officer to enter into Memorandum of Understandings with local law enforcement agencies based upon system expansion to provide flexibility as new bus and rail lines open; and
- D. an increase of two FTE's for the System Security and Law Enforcement Department.
Additional staff will assist with oversight of the multi-agency contract compliance, performance, and coordination of training of all law enforcement and security staff.

FASANA AMENDMENT: that the Inspector General be tasked with annually auditing each law enforcement services contract to determine how key performance indicators are measuring up against actual performance metrics. The audit is to ensure that Metro is receiving the services it is paying for.

ISSUE

For Metro's safety and security services to be effective and cost efficient, there must be an appropriate match between the safety and security mission and the various resources used to provide safety and security services. Currently, the resources used by Metro to provide the elements of the safety and security mission are Metro's In-house Security, Private Security, and a single agency Law Enforcement service by the Los Angeles County Sheriff's Department (LASD) Transit Policing Division. The Private Security contract award was approved by the Board in September 2016.

Over the last three and a half years, staff has been working on a new procurement for Law Enforcement Services. During this time, Metro has undertaken an in-depth review of the security and policing strategy with industry experts, policing professionals, and the creation of the Ad-Hoc Transit Policing Committee of the Board. The staff recommendation of a multi-agency law enforcement services contract model supports the key findings and policy direction by the Board to provide a consistent and reliable law enforcement presence to assure the safety of Metro's patrons and employees for the entire county. This approach addresses ridership concerns about safety and security by:

- Increases law enforcement personnel from a range of 140 to 200, to a consistent 314 personnel over each 24-hr operating period.
- Improves response times by slightly more than 50%.
- Assures greater contract compliance through clear performance metrics and accountability measures.

Background

On December 1, 2016, staff submitted a multi-agency law enforcement contract award for consideration and approval by the Board of Directors. The overarching goals associated with the recommendation were to improve law enforcement viability, improve response times, increase law enforcement staffing over each 24-hour operating period, and to improve contract compliance.

The staff recommendation was tabled in lieu of Board's adoption of Motion 41 (Attachment A) which directed staff to extend the current LASD policing contract through February 28, 2017. The purpose of the extension was to afford the Los Angeles County Sheriff's Department (LASD), the Los Angeles Police Department (LAPD) and the Long Beach Police Department (LBPD) an opportunity to collaborate on matters regarding coordination, command & control, and the role of Metro as the lead agency. The result is a staff recommended multi-agency policing plan that focuses on coordinating safety efforts on the Metro bus and rail lines as they cross multiple jurisdictions.

DISCUSSION

In the weeks following the December Board meeting, LAPD, LASD and LBPD's leadership teams attended a series of meetings to develop a collaborative approach to meet Metro's law enforcement staffing requirements.

On January 4, 2017, LAPD, LASD and LBPd met with Metro's staff and the CEO to discuss strategies to build upon the original staff recommendation. The meeting yielded:

- Increased bus riding and bus patrol coverage
- Effective overlapping of LASD and LAPD Gold, Blue and Green Line Patrols
- Seamless coordination with LBPd on the Blue Line
- Coordination of specialized assignments like K9 explosives detection, tactical units, and crisis intervention teams.
- Coordination with Metro's in-house fare compliance officers and private security guard staff.
- Seamless communications and coordination during large scale events.

General Deployment Plan

SERVICE AREA	LAPD	LASD	LBPd	Metro	Pvt Secty	SERVICE AREA	LAPD	LASD	LBPd	Metro	Pvt Secty
A. Special Rail Detail Locations						D. Bus Hubs					
1. Union Station	All					1. Harbor/Gateway					All
2. K-9 Explosive Unit	On Call	All				2. El Monte Transit Ctr					All
3. 7th St./Metro Ctr	All					E. Bus Riding Patrol					
4. WB/Rosa Parks					All	1. Westside	All				
B. Rail						2. San Fernando Valley	All City	All County			
1. Red Line (14)	All					3. Central	All				
2. Purple Line (2)	All					4. Mid-City	All				
3. Blue Line (21)	All City	All County	All City			5. South LA	All				
4. Expo Line (17)	All City	All County				6. San Gabriel Valley		All			
6. Green Line (13)	All City	All County				7. Gateway Cities		All			
7. Gold Line (27)	All City	All County				8. South Bay		All			
C. Metro Security						9. Silver Line	All City	All County			
Unarmed Metro security officers will conduct fare compliance operations						10. Orange Line	All				
Revenue Protection				All		11. Northwest Bus		All			
Station Closures				All							
Gateway Complex				X							

The combined costs of the general deployment plan are:

- | | | |
|--|-----------------|------------------------|
| • 5-year Multi Agency Law Enforcement Contract | \$641.1M | <u>\$645.7M</u> |
| • 5-Year Private Security Contract | \$81.9M | |
| • 5-Year Metro In House Security (projected) | \$69.5M | |
| Total | \$792.5M | <u>\$797.1M</u> |

For a grand total of ~~\$792.5~~ \$797.1 million for law enforcement and security.

Given Metro's expansive 1400 square mile service area, formal partnering with additional law enforcement agencies will improve system-wide visibility and emergency response times. If the staff recommendation is approved, a four (4) to six (6) month mobilization will be needed for LAPD, LASD and LBPd to train and mobilize staff.

Staffing Request

Two additional FTE's are requested to assist with contract compliance and oversight, as well as transit specific training for law enforcement and security personnel. The compliance position will be tasked with tracking key performance indicators (KPI's) by measuring actual performance against established metrics, reviewing activity logs, and conducting field observations, among other duties. The training position will ensure that all law enforcement and security personnel remain up to date on mandatory transit specific safety and emergency management training.

DETERMINATION OF SAFETY IMPACT

The authorization of the law enforcement contract will enhance the security of patrons and employees, as well as improve Metro's ability to safeguard critical transportation infrastructure.

FINANCIAL IMPACT

The total five year contract amount for law enforcement is ~~\$641,162,764~~ \$645,675,758. Since this is a multi-year contract, the System Security and Law Enforcement Department will update its budget on an annual basis to fund years.

Impact to Budget

The source of funds for this project will be local operating funds including sales tax Proposition A, C, TDA, and Measure R. These funds are eligible for bus and rail operations.

ALTERNATIVES CONSIDERED

Three alternatives were considered:

1. The Board may decline to approve the contract award. This alternative is not recommended because Metro currently does not have an internal police force.
2. The Board may award an extension or renewal of the current County of Los Angeles contract without modifying the scope of work. This alternative is not recommended because of an immediate need to improve overall performance and law enforcement visibility, per OIG audit, APTA Peer Review, and Ad-Hoc Transit Policing Committee.
3. The Board may award a single agency law enforcement contract award. This alternative is not recommended, several transit agencies throughout the ~~county~~ country have implemented a similar multi-agency model and that model supports they key findings and policy direction by the Board to provide a consistent and reliable law enforcement presence to assure the safety of Metro's patrons and employees.

NEXT STEPS

Upon approval by the Board, staff will negotiate a demobilization/transition agreement with LASD, as well as execute agreements with LASD, LAPD, and LBPd.

ATTACHMENTS

Attachment A - Motion #41

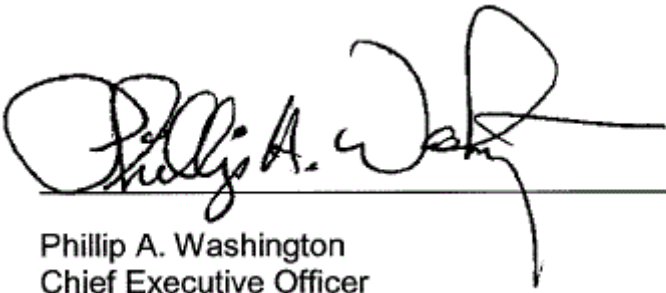
Attachment B - Procurement Summary

Prepared by: Alex Z. Wiggins - Chief System Security and Law Enforcement
Officer (213) 922-4433

Reviewed by: Debra Avila, Chief Vendor/Contract Management Officer
(213) 418-3051

Stephanie Wiggins, Deputy Chief Executive Officer, (213) 922-1023

Phillip A. Washington, Chief Executive Officer, (213) 922-7555



Phillip A. Washington
Chief Executive Officer



Metro

File Summary

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

File Number	Title	Current Status
2016-0950	<p>Motion / Motion Response</p> <p>WE, THEREFORE, MOVE that the Board:</p> <p>A. AUTHORIZES the Chief Executive Officer to execute a Modification to the Contract with the County of Los Angeles Sheriff's Department (LASD) to provide law enforcement services for an additional three months in an amount not-to-exceed the current monthly levels of contracted costs;</p> <p>B. INSTRUCTS the CEO to work with other policing agencies to develop transit enforcement MOUs; and</p> <p>C. REQUESTS staff to return to the Board with a policing plan that focuses on coordinating safety efforts on our bus and rail lines as they cross multiple jurisdictions.</p> <p>###</p> <p>Introduced: 12/1/2016</p> <p>Meeting Date:</p> <p>Drafter: langstonc2@metro.net</p>	<p>Agenda Ready</p> <p>Controlling Body: Board of Directors - Regular Board Meeting</p> <p>Sponsor(s): Board of Directors - Regular Board Meeting</p>

PROCUREMENT SUMMARY
TRANSIT LAW ENFORCEMENT SERVICES

1.	Contract Number: PS5862100LAPD24750, PS5863200LASD24750 and PS5862300LBPD24750	
2.	Recommended Vendor: City of Los Angeles County of Los Angeles City of Long Beach	
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: February 5, 2016	
	B. Advertised/Publicized: February 5, 2016	
	C. Pre-Proposal/Pre-Bid Conference: February 18, 2016	
	D. Proposals/Bids Due: May 27, 2016	
	E. Pre-Qualification Completed: N/A	
	F. Conflict of Interest Form Submitted to Ethics: May 31, 2106	
	G. Protest Period End Date: November 28, 2016	
5.	Solicitations Picked up/Downloaded: 18	Bids/Proposals Received: 3
6.	Contract Administrator: Aielyn Q. Dumaua	Telephone Number: (213) 922-7320
7.	Project Manager: Alex Z. Wiggins	Telephone Number: (213) 922-4433

A. Procurement Background

This Board Action is to approve Contract Nos. PS5862100LAPD24750, PS5863200LASD24750 and PS5862300LBPD24750 issued to provide law enforcement services to support bus and rail operations throughout the entire Metro transit system. Board approval of contract awards are subject to resolution of all properly submitted protests.

RFP No. PS24750 was issued as a competitively negotiated procurement in accordance with Metro's Acquisition Policy and the contract type is a firm fixed unit rate. The RFP clearly indicated that Metro may award the entire contract to a single Agency, to a partnership between agencies, or to an Agency located within a specific municipal jurisdiction. Hence, potential proposers were given the flexibility to submit proposals covering a specific territorial jurisdiction, multiple jurisdictions, or the entire Metro system. Further, no DBE contract goal was established for this procurement but Proposers were encouraged to utilize DBE certified firms whenever potential subcontracting opportunities are available.

Six amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on February 24, 2016, provided electronic copies of the Planholders' List and pre-proposal conference materials, revised the submittal requirements for the Cost Proposal (Volume III), and extended the proposal due date;
- Amendment No. 2, issued on March 3, 2016, updated the Notary Public Acknowledgment section of the Proposal Letter (Pro Form 053), and revised Exhibit 4: Part A – Cost Proposal (Summary) and Exhibit 5 – Part A- Cost Proposal (Detail) to include the Expo Line Phase 2 stations and exclude duplicate stations;
- Amendment No. 3, issued on April 1, 2016, revised the final date for questions to align with the extension of the proposal due date, revised Exhibit 4: Part A – Cost Proposal (Summary) to clarify cost information to be provided, and invited potential proposers to a one-time site visit/job walk to tour selected Metro facilities that may be made available to the Contractor upon contract award;
- Amendment No. 4, issued on April 15, 2016, revised Exhibit 5: Part A – Cost Proposal (Detail) to align with changes to Exhibit 4: Part A: Cost Proposal (Summary) issued per Amendment No. 3;
- Amendment No. 5, issued on May 5, 2016, clarified the basis of selection and award and the evaluation process, and revised Exhibit 4: Part A – Cost Proposal (Summary) and Exhibit 5: Part A – Cost Proposal (Detail) to include a separate cost proposal table for management/supervisory staff; and
- Amendment No. 6, issued on May 17, 2016, provided electronic copies of the Site Visit/Job Walk sign-in sheet and agenda and materials provided.

A pre-proposal conference was held on February 18, 2016, and was attended by 23 participants representing 7 law enforcement agencies. The site visit/job walk was conducted on April 22, 2016 and was attended by 10 participants representing 2 law enforcement agencies. There were 27 questions received and responses were provided prior to the proposal due date.

A total of three proposals were received on May 27, 2016, and are listed below in alphabetical order:

1. Los Angeles County Sheriff's Department
2. Los Angeles Police Department
3. Long Beach Police Department

B. Evaluation of Proposals/Bids

A Proposal Evaluation Team (PET) consisting of staff from Metro's System Security and Law Enforcement, Transit Operations, Risk Management, and Office of Management and Budget was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and weights:

- | | |
|--|------------|
| • Agency Qualifications and Capabilities | 15 percent |
| • Experience and Capabilities of Key Personnel | 15 percent |
| • Management Plan/Approach | 45 percent |
| • Homeland Security and Emergency Preparedness | 10 percent |
| • Cost Proposal | 15 percent |

The evaluation criteria are appropriate and consistent with criteria developed for law enforcement services procurements. Several factors were considered when developing these weights, giving the greatest importance to the Management Plan/Approach.

On May 31, 2016, the PET met to process confidentiality and conflict forms and take receipt of the three responsive proposals to initiate the evaluation phase. Evaluations were subsequently conducted and the PET determined that all three agencies were within the competitive range. Based on evaluation results, the PET deemed that it would be most advantageous to Metro to award contracts to all three law enforcement agencies based on best value. This alternative would increase law enforcement visibility, improve response time to calls for service, deter crime, reduce vulnerability to terrorism, maximize the use of free basic "911" services, enforce Metro's Code of Conduct and reduce fare evasion. More importantly, this alternative is less cost prohibitive. In view thereof, the PET determined to commence negotiations without need for oral presentations with all three agencies.

Qualifications Summary of Firms Within the Competitive Range:

Los Angeles County Sheriff's Department

The Los Angeles County Sheriff's Department (LASD) was established in 1850 and has been providing contract law enforcement services to government agencies/entities since 1954. It presently serves 40 contract cities, 90 unincorporated communities, 216 facilities, hospitals and clinics located throughout the County, nine community colleges and 47 Superior Courts. It also provides services such as laboratories and academy training to smaller law enforcement agencies within the County. Additionally, LASD is responsible for securing approximately 18,000 inmates daily in seven custody facilities which include providing food and medical treatment.

LASD proposed to provide transit law enforcement services on all Metro properties, including all rail and bus stations, lines, platforms, tunnels, buildings, Maintenance and Operations Divisions and other critical infrastructure and the like.

Los Angeles Police Department

The Los Angeles Police Department (LAPD), established in 1869, provides police service to the City of Los Angeles encompassing 498 square miles and a population of 4,030,904 people. With about 9,843 officers and 2,773 civilian staff, LAPD is the third largest municipal police department in the United States. Aside from serving the communities within the City of Los Angeles, LAPD presently provides Bomb K-9 contract police services at LAX and responds to bus-related emergencies. From 1997 to 2002, LAPD partnered with Metro to provide contract law enforcement services to Metro's Red Line and Metro's bus service within the City of Los Angeles.

LAPD's proposed contract policing services include the major components of Metro's transportation system that lie within the geographical boundaries of the City of Los Angeles. LAPD defines the proposed service are as follows: the entire Red Line; the entire Purple Line; the entire Orange Line; portions of the Blue Line, Gold Line, Expo Line, Green Line, and Silver line within the City of Los Angeles and Metro bus service within the City of Los Angeles.

Long Beach Police Department

The Long Beach Police Department (LBPD), founded in 1888, is the second largest municipal agency in Los Angeles County and provides law enforcement services to the City of Long Beach, the seventh largest city in the State of California. It has over 800 sworn officers and a total staffing of over 1,200 personnel. LBPD also provides contracted law enforcement services to the Port of Long Beach, Long Beach Airport, Long Beach Transit, and Long Beach City College.

LBPD proposed to provide law enforcement services on a segment of the Blue Line, consisting of 10 stations namely: Artesia, Del Amo, Wardlow, Willow Street, Pacific Coast Highway, Anaheim Street, 5th Street, 1st Street, Downtown Long Beach, and Pacific Avenue stations.

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	Long Beach Police Department				
3	Agency Qualifications and Capabilities	74.20	15.00%	11.13	
4	Experience and Capabilities of Key Personnel	80.00	15.00%	12.00	
5	Management Plan/Approach	73.67	45.00%	33.15	
6	Homeland Security and Emergency Preparedness	81.50	10.00%	8.15	
7	Cost Proposal	100.00	15.00%	15.00	
8	Total		100.00%	79.43	1

9	Los Angeles Police Department				
10	Agency Qualifications and Capabilities	85.53	15.00%	12.83	
11	Experience and Capabilities of Key Personnel	90.80	15.00%	13.62	
12	Management Plan/Approach	77.67	45.00%	34.95	
13	Homeland Security and Emergency Preparedness	90.00	10.00%	9.00	
14	Cost Proposal	14.40	15.00%	2.16	
15	Total		100.00%	72.56	2
16	LA County Sheriff Department				
17	Agency Qualifications and Capabilities	73.00	15.00%	10.95	
18	Experience and Capabilities of Key Personnel	75.87	15.00%	11.38	
19	Management Plan/Approach	66.78	45.00%	30.05	
20	Homeland Security and Emergency Preparedness	87.00	10.00%	8.70	
21	Cost Proposal	33.33	15.00%	5.00	
22	Total		100.00%	66.08	3

C. Cost/Price Analysis

The final negotiated amounts will comply with all requirements of Metro's Acquisition Policy and Procedures, including fact-finding, clarifications, negotiations, and cost analysis to determine a fair and reasonable price before contract execution.

Original Proposal

	Proposer Name	Area of Coverage	Proposal Amount	Metro ICE
1.	LASD	Entire Metro System	\$766,636,530	\$367,179,833
2.	LAPD	Metro rail and bus stations and other Metro facilities within City of Los Angeles	\$396,782,595	
3.	LBPD	10 Blue Line Stations	\$42,171,878	

Staff Recommendation

	Proposer Name	Area of Coverage	Revised Proposal ^{1/}	Negotiated or NTE amount	Metro ICE
1.	LASD	Bus and rail stations	\$129,800,051	\$246,270,631	\$367,179,833

		outside the Cities of Los Angeles and Long Beach			
2.	LAPD	Metro rail and bus stations and other Metro facilities within City of Los Angeles	\$377,620,834	\$369,330,499	
3.	LBPD	10 Blue Line Stations	\$37,859,370	\$30,074,628	
Total				\$645,675,758	

1/ as a result of clarifications

The proposed aggregate amount of the three contracts in the amount of \$645,675,758 is greater than Metro's independent cost estimate (ICE) because of the following factors:

1. unanticipated start-up costs for all 3 agencies;
2. Supplemental services not provided in the statement of work which were found to be of significant benefit to Metro through discussions (e.g., Special Problems Unit and Threat Unit, Homeless Outreach and Mental Evaluation Teams, etc.);
3. staffing adjustments in light of increasing threats associated with global terrorism and violent extremism; and
4. increase in estimated labor escalation rate to align with labor union contracts.

D. Background on Recommended Contractor

Los Angeles County Sheriff Department

The Los Angeles County Sheriff Department (LASD) is headquartered in Los Angeles, California. LASD is statutorily responsible for providing law enforcement in the County of Los Angeles and serves as the Director of Emergency Management for the County.

LASD has been providing transit community policing services to Metro since July 2009. Performance generally meets the scope of work requirements. LASD proposed the same key personnel team under the current contract.

Los Angeles Police Department

The Los Angeles Police Department's (LAPD) is the law enforcement agency for the City of Los Angeles. Its authority to police was granted by the state constitution.

LAPD's proposed management team possesses a wide breadth of experience which includes community policing, anti-terrorism and DHS activities, gang/narcotics, traffic and transit. The proposed Commanding Officer is a graduate of the Federal Bureau of Investigation (FBI) National Academy.

Long Beach Police Department

The Long Beach Police Department (LBPD) provides law enforcement for the City of Long Beach. It has partnered with entities such as Metro, Los Angeles County Sheriff's Department, Transportation Security Administration, Department of Homeland Security, FBI, and Union Pacific Railroad Police to improve communication and increase security in the City of Long Beach.

The proposed Command Unit collectively has experience in transit and airport policing.



Board Report

File #: 2017-0025, File Type: Policy

Agenda Number:

REGULAR BOARD MEETING FEBRUARY 23, 2017

SUBJECT: PURPLE LINE WESTSIDE EXTENSION TRANSIT PROJECT SECTION 2

ACTION: ADOPT RESOLUTION OF NECESSITY TO ACQUIRE PARCEL W-3001

RECOMMENDATION

CONSIDER:

- A. HOLDING a public hearing on the proposed Resolution of Necessity.
- B. ADOPTING the Resolution of Necessity authorizing the commencement of an eminent domain action to acquire **Project Parcel W-3001 (APN: 4343-005-005 and 006)**, consisting of the real property and the improvements pertaining to the realty (hereinafter the "Property" as identified in Attachment A).

(REQUIRES TWO-THIRDS VOTE)

BACKGROUND

Acquisition of the Property is required for the construction and operation of the Purple Line Westside Subway Extension Project, Section 2 ("Project"). A written offer was presented to the, The Pacific Partnership ("Owner"), as required by California Government Code Section 7267.2. The Owner has rejected the offer made by the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), and requested that LACMTA initiate the eminent domain process to determine the value of the property. The Property is necessary for construction of the Project; therefore, staff recommends the acquisition of the Property through eminent domain to determine the value of the Property and to maintain the Project schedule.

In accordance with the provisions of the California Eminent Domain law and Sections 30503, 30600, 130051.13, 130220.5 and 132610 of the California Public Utilities Code (which authorize the public acquisition of private property by eminent domain), LACMTA has prepared and mailed notice of this hearing to the Owner and Tenants 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 good and the least private injury; (3) whether the Property is necessary for the Project; (4) whether either the offer required by Section 7267.2 of the Government Code has been made to the Owner, or the

offer has not been made because the Owner cannot be located with reasonable diligence; and (5) whether environmental review of the Project has complied with the California Environmental Quality Act (CEQA).

Attached is the report prepared by staff and legal counsel setting forth the required findings for acquiring the Property through the use of eminent domain (Attachment B). After LACMTA receives testimony and evidence from all interested parties, LACMTA must make a determination as to whether to acquire the Property by eminent domain and adopt the proposed Resolution of Necessity (Attachment C). The Board must find and determine that, based upon all the evidence and the existence of the above stated conditions, acquisition by eminent domain is necessary and a two-thirds vote of all the members of its governing body is required to adopt the Resolution of Necessity.

DETERMINATION OF SAFETY IMPACT

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

FINANCIAL IMPACT

The funding for the acquisition of the Property is included in the approved fiscal year 2017, Measure R Project 865522 (Purple Line Westside Extension Project, Section 2), in Cost Center 8510, and Account Number 53103 (Acquisition of Land).

Impact to Budget

Funding sources for the Westside Purple Line Extension Section 2 are Federal New Starts Section 5309, CMAQ and TIFIA loan. These funds are planned for Section 2 and do not have impact on operating funds. This Project is not eligible for Proposition A and C funding due to the proposed tunneling element of the Project. No other funds were considered.

NEXT STEPS

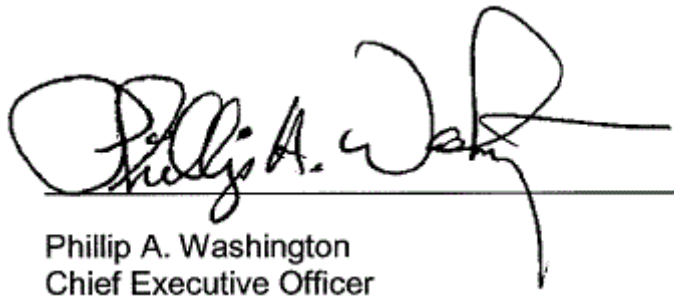
If this action is approved by the Board, the LACMTA's condemnation counsel will be instructed to take all steps necessary to commence legal proceedings in a court of competent jurisdiction to acquire the Property interest by eminent domain. Counsel will also be directed to seek and obtain an Order of Prejudgment Possession in accordance with the provisions of the eminent domain law.

ATTACHMENTS

Attachment A - Site Plan
Attachment B - Staff Report
Attachment C - Resolution of Necessity

Prepared by: Velma C. Marshall, Deputy Executive Officer- Real Estate, (213) 922-2415
Cal Hollis, SEO, Countywide Planning & Development, (213) 922-7319

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077



Phillip A. Washington
Chief Executive Officer

ATTACHMENT A



The Pacific Partnership
9385 and 9393 Wilshire Boulevard, Beverly Hills, CA
APN: 4343-005-006, 4343-005-005

ATTACHMENT B

STAFF REPORT REGARDING THE NECESSITY FOR THE ACQUISITION OF PARCEL NO. W-3001 (THE "PROPERTY") FOR THE PURPLE LINE (WESTSIDE) SUBWAY EXTENSION TRANSIT PROJECT SECTION 2

BACKGROUND

The Property is required for the construction and operation of the Purple Line Westside Extension Project Section 2 ("Project"). The address, record owner, physical description, and nature of the property interest sought to be acquired for the Project are summarized as follows:

Assessor's Parcel	Parcel Address	Property Owner	Purpose of Acquisition	Property Interest(s)
4343-005-006 4343-005-005	9385/9393 Wilshire Blvd, Beverly Hills, CA ("Property")	The Pacific Partnership	Construction Staging, permanent station appendages, surface equipment and construction of an access shaft for the construction of the Wilshire/Rodeo Station	Fee Simple

A written offer for the Property comprising Parcel W-3001 was mailed to the owner by letter dated October 18, 2016 for acquisition of a fee simple interest of the entire property. The Owner did not accept the offer of just compensation and requested that the eminent domain process be initiated to determine the value of the Property.

A written offer was subsequently made to the Owner and the Tenants of the Property on October 20, 2016 for the acquisition of the Improvements Pertaining to Realty as identified in Exhibits "C" attached to the Resolution of Necessity.

A. The public interest and necessity require the Project.

The need for the Project is based on population and employment growth, the high number of major activity centers served by the Project, high existing transit usage, and severe traffic congestion. The Project area bisects 12 large population and employment centers, all of which are served by extremely congested road networks that will deteriorate further with the projected increase in population and jobs. This anticipated growth will further affect transit travel speeds and reliability, even with a dedicated lane for express bus service on Wilshire Boulevard. The public interest and necessity require the Project for the following specific reasons:

1. The population and employment densities in the Project area are among the highest

in the metropolitan region. Approximately five percent of the Los Angeles County population and 10 percent of the jobs are concentrated in the Project area.

2. Implementation of the Project will result in a reduction of vehicle miles per day and reduction of auto air pollutants.
3. The Project will relieve congestion on the already over capacity 1-405 San Diego and the 1-10 Santa Monica Freeways and surrounding major thoroughfares. In addition, it will reduce the parking demands in the Westside area by providing an alternative means of transportation, competitive in rush-hour travel times with the automobile.
4. The Project will be a major link in the existing county-wide rail transit system, and will thereby provide alternative means of transportation during fuel crises and increased future traffic congestion.
5. The Project will improve transportation equity by meeting the need for improved transit service of the significant transit-dependent population within the Project area.
6. The Project will help meet Regional Transit Objectives through the Southern California Association of Governments' (SCAG's) Performance Indicators of mobility, accessibility, reliability, and safety.

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.

An Alternatives Analysis (AA) Study was initiated in 2007 to identify all reasonable, fixed-guideway, alternative alignments and transit technologies within the proposed Project Area. The fixed-guideway alternative alignments studied and analyzed during the AA process were heavy rail transit (HRT), light rail transit (LRT), bus rapid transit (BRT), and monorail (MR). Due to its capacity to meet the anticipated ridership demand and limit the number of transfers, HRT was identified as the preferred technology for further study.

In January 2009, the Metro Board approved the AA Study and authorized preparation of a Draft Environmental Impact Statement/Draft Environmental Impact Report (DEIS/DEIR). A total of seven alternatives, including five heavy rail subway (HRT) Build Alternatives, a No Build Alternative, and a relatively low-cost Transportation System Management (TSM) Alternative, were presented in the DEIS/DEIR. The DEIS/DEIR was circulated and reviewed by interested and concerned parties, including private citizens, community groups, the business community, elected officials and public agencies. Public hearings were held to solicit citizen and agency comments.

In October 2010, the Board approved the DEIS/DEIR and the Wilshire Boulevard to Santa Monica HRT option was selected as the Locally Preferred Alternative (LPA) for further analysis in the FEIS/FEIR. The FEIS/FEIR was released in March 2012 for public review. On April 26, 2012, the Board certified the FEIS/FEIR, and in May 24, 2012, it approved the route and station locations for the Project. A Record of Decision was received from the Federal Transit Administration in August of 2012.

The approved LPA will extend HRT (as subway) approximately nine (9) miles from the existing Metro Purple Line terminus at the Wilshire/ Western Station to a new western terminus at the West Los Angeles Veterans Affairs Hospital (Westwood/ VA Hospital Station). The LPA will include seven new stations spaced in approximately one-mile intervals, as follows:

- Wilshire/La Brea
- Wilshire/Fairfax
- Wilshire/La Cienega
- Wilshire/Rodeo
- Century City
- Westwood/UCLA
- Westwood/VA Hospital

The Project will cause private injury, including the displacement or relocation of certain owners and users of private property. 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.

Due to its bulk, the FEIS/FEIR is not physically included in the Board's agenda packet for this public hearing. However, the FEIS/FEIR documents should be considered in connection with this matter. 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 is necessary for the Project.

The Property consists of a fee acquisition of the entire Parcel W-3001, which consist of two separate parcels. Parcel 1 contains approximately 2,967 square feet and is improved with a 3,366 square foot building configured as a restaurant. Parcel 2 contains approximately 3,872 square feet and is improved with a 3,651 retail building. Parcel 1 is described in Exhibit A-1 and is depicted on the Plat Map attached as Exhibit B-1 to the Resolution of Necessity. Parcel 2 is described in Exhibit A-2 and is depicted on the Plat Map attached as Exhibit B-2 to the Resolution of Necessity. The Improvements Pertaining to Realty are identified as Exhibit "C" to the Resolution of Necessity and is included in the acquisition of the entire parcel. The Property is required for construction staging, permanent station appendages, surface equipment

and construction of an access shaft in connection with the Wilshire/Rodeo Station. The Property was chosen based upon the approved FEIS/FEIR for the Project.

Staff recommends that the Board find that the acquisition of the Property 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, 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 be made to the Owner and 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. In addition, the agency is required to provide the Owner with a written statement 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:

1. Obtained appraisals to determine the fair market value of the Property, which included consideration of any immovable fixtures and equipment;
2. Reviewed and approved the appraisals, and established the amount it believes to be just compensation;
3. Determined the Owner of the Property by examining the county assessor's record, a preliminary title report, and occupancy of the Property;
4. Made a written offer to the Owner for the full amount of just compensation - which was not less than the approved appraised value;
5. Provided the Owner with a written statement of, and summary of the basis for, the amount established as just compensation with respect to the foregoing offer.

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 the Owner.

E. Metro has fulfilled the necessary statutory prerequisites.

Metro 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. Metro has complied with the California Environmental Quality Act.

A draft EIR/EIS was circulated for public review and comment. The FEIS/FEIR was released in March 2012 for public review. On April 26, 2012, the Board certified the FEIS/FEIR, and in May 24, 2012, it approved the route and station locations for the Project. A Record of Decision was received from the Federal Transit Administration in August of 2012. The FEIS/FEIR documents therefore comply with the California Environmental Quality Act. Since that time, none of the circumstances identified in CEQA Guidelines Section 15162 have occurred which would require the preparation of a subsequent EIR. As set forth above, Metro has also fulfilled the statutory prerequisites under Code of Civil Procedure § 1240.030 and Government Code § 7267.2.

Accordingly, Metro has fulfilled the necessary statutory prerequisites to acquire the Property by eminent domain.

CONCLUSION

Staff recommends that the Board adopt the Resolution of Necessity.

ATTACHMENT C

**RESOLUTION OF THE
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
DECLARING CERTAIN REAL PROPERTY NECESSARY FOR PUBLIC PURPOSES
AND AUTHORIZING THE ACQUISITION THEREOF
PURPLE LINE WESTSIDE EXTENSION PROJECT, SECTION 2 - PARCEL NO. W-3001**

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY 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 interest described hereinafter is 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 consists of the acquisition of a fee interest, along with all
improvements located thereon, as described more specifically in the legal description
(Exhibit A-1 and A-2), depicted on the Plat Map (Exhibit B-1 and B-2), and described in
Improvements Pertaining to the Realty (Exhibit C) attached hereto (hereinafter, the
"Property"), all of which are incorporated herein by this reference.

Section 4.

(a.) The acquisition of the above-described Property is necessary for the
development, construction, operation, and maintenance of the Purple Line (Westside)
Subway Extension Project Section 2 ("Project");

(b.) The environmental impacts of the Project were evaluated in the Final
Environmental Impact Statement/Final Environmental Impact Report (FEIS/FEIR), which
was certified by the Board on April 26, 2012 and May 24, 2012. The Board found that in

accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15162, no subsequent or supplemental Environmental Impact Report is required for the Project, and the FEIS/FEIR documents are consistent with CEQA; and;

(c.) The Board has reviewed and considered the FEIS/FEIR, before and as part of the process of determining whether to acquire the above-referenced Property.

Section 5.

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

(a.) The public interest and necessity require the proposed Project;

(b.) 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;

(c.) The Property sought to be acquired, which has been described herein, is necessary for the proposed Project;

(d.) The offer required by Section 7267.2 of the Government Code has been made to the Owner; and

(e.) Environmental review consistent with the California Environmental Quality Act (CEQA) for the Project has been previously certified by this Board.

Section 6.

Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is 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 is already devoted.

Section 7.

That notice of intention to adopt this resolution was given by first class mail to each person whose Property is 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.

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 described above by eminent domain. Counsel is also authorized and directed to seek and

obtain an Order for Prejudgment Possession of said Property 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.

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 action to complete the acquisition, including stipulations as to judgment and other matters, and causing all payments to be made. Counsel is further authorized to associate with, at its election, a private law firm for the preparation and prosecution of said proceedings.

I, MICHELLE JACKSON, Secretary 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 Metropolitan Transportation Authority at a meeting held on the 23rd day of February, 2017.

MICHELLE JACKSON
LACMTA Secretary

Date: _____

ATTACHMENTS

- 1 - Legal Description (Exhibit "A-1 and A-2")
- 2 - Plat Map (Exhibit "B-1 and B-2")
- 3 - Improvements Pertaining to the Realty (Exhibit "C")

**LEGAL DESCRIPTION
EXHIBITS A-1 AND A-2**

LEGAL DESCRIPTION

EXHIBIT A-1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SAID LAND BEING ALL OF PARCEL 1, CONVEYED TO THE PACIFIC PARTNERSHIP BY CORPORATION GRANT DEED RECORDED OCTOBER 2, 1986 AS INSTRUMENT NO. 86-1326330, OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL #1:

THAT PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 39 DEGREES 31 MINUTES 30 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT, 109.80 FEET TO A POINT DISTANT SOUTHEASTERLY THEREON 11.17 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTH 0 DEGREES 5 MINUTES WEST 84.59 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 7; THENCE SOUTH 89 DEGREES 55 MINUTES EAST ALONG SAID SOUTHERLY LINE, 70 FEET TO THE **POINT OF BEGINNING**.


AFFECTS APN(S): 4343-005-006

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:


JANEEN NEDLIK, P.L.S. 7563


DATE



LEGAL DESCRIPTION

EXHIBIT A-2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SAID LAND BEING ALL OF PARCEL 2 CONVEYED TO THE PACIFIC PARTNERSHIP BY CORPORATION GRANT DEED RECORDED OCTOBER 2, 1986 AS INSTRUMENT NO. 86-1326330, OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL #2:

THAT PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE 94 OF THE MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 7 AND RUNNING THENCE SOUTH 50 DEGREES 28 MINUTES 30 SECONDS WEST 55.66 FEET ALONG THE NORTH LINE OF SAID LOT 7; THENCE SOUTH 0 DEGREES AND 05 MINUTES WEST AND 57.71 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 89 DEGREES 55 MINUTES EAST ALONG THE SOUTH LINE OF SAID LOT 7, 50 FEET TO A POINT THEREIN, WHICH BEARS SOUTH 0 DEGREES 05 MINUTES WEST FROM A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, 11.17 FEET SOUTHEASTERLY THEREON FROM THE MOST NORTHERLY CORNER OF SAID LOT; THENCE NORTHEASTERLY IN A DIRECT LINE, A DISTANCE OF 84.59 FEET TO SAID POINT IN THE NORTHEASTERLY LINE OF SAID LOT 7; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF SAID LOT 7, 11.17 FEET TO THE **POINT OF BEGINNING**.

AFFECTS APN(S): 4343-005-005

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

Janeen Nedlik
JANEEN NEDLIK, P.L.S. 7563

April 01, 2016
DATE



**PLAT MAP
EXHIBITS B-1 AND B-2**

EXHIBIT B-1

GRANTOR : THE PACIFIC PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP		NO. DATE REVISION DESCRIPTION	
DESCRIPTION : PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, M.B. 11/94			
BENCH MARK : N/A			
TITLE REPORT : ORANGE COAST TITLE NO. 140-1264433-32	ADDRESS : 9385 WILSHIRE BLVD. BEVERLY HILLS, CA 90210		
ASSESSOR'S REF. : 4343-005-006	R.O.W. REFERENCE : R-3030; W-3001		

EXHIBIT "B-1"

The diagram illustrates a parcel plat for two parcels, Parcel 1 and Parcel 2, situated between Wilshire Blvd. and Canon Dr. Parcel 1 is a triangular lot with dimensions: S 0° 05' W (84.59'), N 39° 31' 30" W (109.80'), and NE'LY LINE LOT 7 (11.17'). It contains a well labeled 'W-3001' and has an area of 4343-005-006. Parcel 2 is adjacent to Parcel 1, with a width of 20'. The plat also shows the intersection of Canon Dr. and Wilshire Blvd., with a 100-foot wide section of Wilshire Blvd. indicated. Various other bearings and distances are provided for the boundaries and easements.

NOTE:
(XX) INDICATES RECORD DATA PER INST. 86-1326330, O.R.

PARCEL	W-3001
AREA - SQUARE FEET	2.967

<div style="text-align: center;"> JAMES FREDRIK LICENSED LAND SURVEYOR STATE OF CALIFORNIA NO. 7583 </div> <div style="margin-top: 10px;"> SUBMITTED BY: [Signature] DATE: 7/8/16 </div>	<div style="text-align: center;"> <h2 style="margin: 0;">PARCEL PLAT</h2> <h3 style="margin: 0;">W-3001</h3> <h3 style="margin: 0;">SHEET 1 OF 1</h3> </div> <div style="margin-top: 10px;"> APPROVED BY: [Signature] </div>
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY CONTRACT NO./DESIGN UNIT	SCALE 1" = 40' DATE 04/04/2016 DRAWN BY T. RAINEY CHECKED BY J. NEDLIK REV. DATE REV. NO.

EXHIBIT B-2

GRANTOR : THE PACIFIC PARTNERSHIP, CALIFORNIA GENERAL PARTNERSHIP		(No data shown on this map and/or plat are compiled from public sources and are subject to field verification.)	
DESCRIPTION : PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, M.B. 11/94			
BENCH MARK : N/A			
TITLE REPORT : ORANGE COAST TITLE NO. 140-1264433-32		ADDRESS : 9393 WILSHIRE BLVD. BEVERLY HILLS 90210	
ASSESSOR'S REF. : 4343-005-005		R.O.W. REFERENCE : R-3030; W-3001-1	
NO.	DATE	REVISION DESCRIPTION	

EXHIBIT "B-2"

WILSHIRE BLVD.

CANON DR.

NOTE:
(XX) INDICATES RECORD DATA PER INST. 86-1326330, O.R.

PARCEL	W-3001-1		
AREA - SQUARE FEET	3.872		

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY

APPROVED BY:

Michael McE 7/6/16
MTA PROJECT MANAGER DATE

PARCEL PLAT

W-3001-1

SHEET 1 OF 1

CONTRACT NO./DESIGN UNIT

SCALE
1" = 40'

DATE
03/31/2016

DRAWN BY
T. RAINEY

CHECKED BY
J. NEDLIK

REV. DATE REV. NO.

EXHIBIT C
IMPROVEMENTS PERTAINING
TO THE REALTY

EXHIBIT C

EXHIBIT C

Furniture, Fixtures & Equipment Certification

Westside Subway Extension, Section 2

W-3001, 9385 and 9393 Wilshire Boulevard, Beverly Hills, CA 90210

Page 1

LAMETRO
PURPLE LINE EXTENSION
PARCEL NO. W-3001

SHANGHAI GRILL
FAIR MARKET VALUE IN-PLACE
DATE OF VALUE: APRIL 27, 2016

L I N E	Q T Y	DESCRIPTION: IMPROVEMENTS PERTAINING TO THE REALTY	C O N D L	P I C #	R C N	F M V I N P L A C E	F L V
1							
2		KITCHEN					
3							
4	1	SS WALL COVER, (375)SF					
5							
6	1	LOT C/O SCULLERY SINKS, SS					
7		(1) 1.5'X1.5'X1.0'DP, SGF					
8		(1) 7LF, 3 BASIN, 2 SIDE DRAIN BOARD, SGF					
9		(1) 3.5LF, SINGLE BASIN, SIDE DRAIN BOARD, SGF					
10		(1) 8LF SINGLE BASIN, 2 SHELF OPEN BASE, WATER FILTRATION SYSTEM					
11		(1) HAND SINK, 12"X10"					
12							
13	4	FLOOR DRAINS, 10"X10", CAST IRON/CERAMIC					
14							
15	1	LOT C/O FLOOR COVER:					
16		(519)SF, CERAMIC TILE 6" SQ. COMMERCIAL GRADE					
17		(70)SF, CERAMIC TILE, 4" SQ. WALL COVER					
18							
19	1	DISHWASHING SYSTEM, CUSTOM FIT SIDE DRAINAGE BOARDS, OAL 8'X31" DP, CABINET 25"X23"X23", PLUMBING/INSTALLED					
20							
21	1	RANGE HOOD, SS, 17'X4', W/6 FIRE SUPPRESSION NOZZLE HEADS, ANSUL R-102 WET CHEMICAL FIRE SUPPRESSION SYSTEM, 3 GAL TANK					
22							
23	1	LOT C/O SHELVING:					
24		(11) SS SHELVES, 55LF					
25		(19) LF OF WOOD PAINTED SHELVES					
26							
27	1	COOLER, WALK-IN, EMBOSSED MTL SKIN, 4" INSULATED PANELS, DBL BOHN COOLING COIL FANS, 7.5'X9'X8'H, TILE FLOOR (NOT INCLUDED), INCLUDES ALL ROOF MOUNTED REFRIGERATION EQUIPMENT AND PLUMBING					
28							
29	10	LIGHT FIXTURES, FLUOR, DBL BULB, 4', CEILING MOUNTED					
30							
31	1	6 BURNER GAS RANGE, 16LF, WOK ADAPTER BURNER RINGS, 1 1/2" GAS PIPE W/5 VALVES, EST 25LF, (4) FAUCET ROUGH-INS, (4) SGF, 3' BACKSPLASH, SS, W/POT RACK					
32							
33		MEZZANINE					

Hjelmstrom Associates

Page A1

Furniture, Fixtures & Equipment Certification
Westside Subway Extension, Section 2
W-3001, 9385 and 9393 Wilshire Boulevard, Beverly Hills, CA 90210
Page 2

LAMETRO
PURPLE LINE EXTENSION
PARCEL NO. W-3001

SHANGHAI GRILL
FAIR MARKET VALUE IN-PLACE
DATE OF VALUE: APRIL 27, 2016

L I N E	Q T Y	DESCRIPTION: IMPROVEMENTS PERTAINING TO THE REALTY	C O N D L	P I C #	R C N	F M V I N P L A C E	F L V
34							
35	1	MUSIC SYSTEM: (1) ALL IN ONE STEREO SYSTEM AIWA, CD, FF, DBL TAPE DECK, (1) AMPLIFIER, (1) COMBO VHS/DVD PLAYER, EST (400)LF OF WIRING, (7) FLUSH MOUNT SPEAKERS, 6"X9" (1) TV, LG, FLAT SCREEN, 50", (1) TV, PANASONIC, CEILING MOUNTED, (BAR) (1) SURROUND SOUND SYSTEM, BOSE.					
36							
37	3	LIGHT FIXTURES, FLUOR, DBL BULB, 4", CEILING MOUNTED					
38							
39		DINING ROOM					
40							
41	1	LOT C/O LIGHTING;					
42		(49) CAN LIGHTS, RECESSED, 5"					
43		(4) LIGHT FIXTURES, DROPPED, GLASS SHADES					
44		(3) WALL SCONCES					
45							
46	1	ALARM SYSTEM 4 MOTION SENSORS, CONTROL PAD					
47							
48	1	LOT C/O DINING FIXTURES;					
49		(1) BAR COUNTER, 100"X26"D, GRANITE TOP, OPEN BASE, WOOD, NATURAL FINISH					
50		(1) RECEPTION COUNTER, L-SHAPE, WOOD FORMICA, 7LF, OPEN BASE					
51		(1) BAR, COCKTAIL, L-SHAPE, 15LF, WOOD FORMICA, W/RAISED FOOT REST, CARPETED, W/MATCHING BACK BAR COUNTER, OPEN BASE, 7LF					
52		(8)LF OF SS SINKS, 3 BASIN, SGF					
53		(1) SODA DISPENSER, 10 PRODUCT, (ASSUME VENDOR OWNED DID NOT OBSERVE SYRUP RACK AND PUMP STATION)					
54		(120)SF WALL MIRROR.					
55							
56	1	SPLIT DUCTLESS A/C HEATING SYSTEM, LG, MDL LSN240HE					
57							
58	1	SHELVING, WOOD, PAINTED WHITE, 2'X1'X6"H (IN ENTRY TO KITCHEN ADJACENT TO BAR)					
59							
60		EXTERIOR					
61							
62	1	LOT C/O STOREFRONT IMPROVEMENTS:					
63		(1) SIGN, 2'X3', SHT MTL, PAINTED, DECAL LETTERING					
64		(1) CANOPY, 4'LFX3'X3'H, CANVAS, STL FRAME W/ ADDRESS GRAPHICS					

Furniture, Fixtures & Equipment Certification

Westside Subway Extension, Section 2

W-3001, 9385 and 9393 Wilshire Boulevard, Beverly Hills, CA 90210

Page 3

LAMETRO
PURPLE LINE EXTENSION
PARCEL NO. W-3001

SHANGHAI GRILL
FAIR MARKET VALUE IN-PLACE
DATE OF VALUE: APRIL 27, 2016

L I N E	Q T Y	DESCRIPTION: IMPROVEMENTS PERTAINING TO THE REALTY	C O N D L	O U N A D L	P I C #	R C N	F M V I N P L A C E	F L V
65		(1) ENTRANCE DOOR, 36"W, 3 LIGHT, PAINTED						
66		(300)SF OF 12"SQ MARBLE TILE,						
67		(1) BUSINESS SIGNAGE, 16"X13", STEEL FRAME, ENGRAVED PLASTIC SIGN						
68		(4) FRENCH WINDOWS, BEVELED GLASS, 104"X47", WOOD, PAINTED						
69		(1) CANOPY, 17LX4"X4"H, STL FRAME, W/ "SHANGHAI GRILL GRAPHICS						
70		(13) ILLUMINATED SCRIPT LETTERS, 20"H, "SHANGHAI GRILL", SHT METAL CASING PLASTIC FRONT SURFACE						
71		(36) INDIVIDUAL LETTERS, 8"H, NEON TUBE ILLUMINATION, METAL CASING, PLASTIC FRONT SURFACE						
72		(4) INDIVIDUAL LIGHT FIXTURE/SIGN, ASIAN CHARACTERS, ILLUMINATED, 24"H						
73		(1) SECURITY BAR DOOR, (REAR ENTRY), MTL W/MESH 36"X84"H						
74		(4) BUILDING CANOPY WASH LIGHT FIXTURES, INCANDESCENT						
75								
76								
77		TOTAL IMPROVEMENTS PERTAINING TO THE REALTY						
78								



Board Report

File #: 2017-0039, File Type: Policy

Agenda Number: 44.

REVISED
REGULAR BOARD MEETING
FEBRUARY 23, 2017

SUBJECT: METRO BLUE LINE PEDESTRIAN SWING GATE PROJECT

**ACTION: ADOPT RESOLUTION OF NECESSITY TO ACQUIRE A PORTION OF THE
PROPERTY LOCATED AT 1725 E. FLORENCE AVENUE, LOS ANGELES, CA, APN:
6009-029-059**

RECOMMENDATION

CONSIDER:

- A. HOLDING a public hearing on the proposed Resolution of Necessity.
- B. ADOPTING a Resolution of Necessity authorizing the commencement of an eminent domain action to acquire a portion of APN: 6009-029-059 in fee simple, an area of 211 sq. ft. on private property located at **1725 E. Florence Avenue, Los Angeles, CA.**

(REQUIRES TWO-THIRDS VOTE)

BACKGROUND

Acquisition of a portion of Parcel No. 6009-029-059 ("Property" - See Attachment "A") is required for the construction of the Metro Blue Line Pedestrian Swing Gate Project ("Project"). A written offer was presented to the owner of record, El Dorado Capital, Inc. ("Owner") as was required by California Government Code Section 7267.2. To date, staff has been unable to reach an agreement with the property owner due to Owner's nonresponsiveness. This portion is necessary for construction of the Project; therefore, staff recommends the acquisition of this portion through eminent domain to maintain the Project schedule.

In accordance with the provisions of the California Eminent Domain law and sections 30503, 130220.5., and 132610 of the Public Utilities Code (which authorize the public acquisition of private property by eminent domain) the Metropolitan Transportation Authority ("Metro") has prepared and mailed a notice of this hearing to the property owner of record informing him of his 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 good and the least private injury: (3) whether the property is necessary

for the project; (4) whether either the offer required by Section 7267.2 of the Government Code has been made to the Owner, or the offer has not been made because the Owner cannot be located with reasonable diligence; and (5) that any environmental review of the Project, as may be necessary, pursuant to the California Environmental Quality Act (CEQA) has occurred.

Attached is the Staff Report setting forth the required findings for acquiring the Property through the use of eminent domain (Attachment “B”). After the Metro Board receives all of the testimony and other evidence from all interested parties, the Metro Board must make a determination as to whether to adopt the proposed Resolution of Necessity (Attachment “C”) to acquire the Property by eminent domain. In order to adopt the resolution, the Metro Board must find and determine, based upon all the evidence before it and by a two-thirds vote of all the members of its governing body that the conditions stated above exist.

DETERMINATION OF SAFETY IMPACT

This Board action will not have an impact on Metro’s safety standards.

FINANCIAL IMPACT

The funding for the acquisition of the Property is included in the approved FY 17 Project budget under Proposition C 25% cash and Proposition C 25% bond for the Metro Blue Pedestrian Swing Gate Project in Cost Center 205104, and Account Number 8510 (Acquisition of Land).

Impact to Budget

The approved FY 17 budget is designated for the Metro Blue Line Pedestrian Swing Gate Project and does not have an impact on operations funding sources. This Project is eligible for Proposition C funding as allocated above. No other funds were considered.

NEXT STEPS

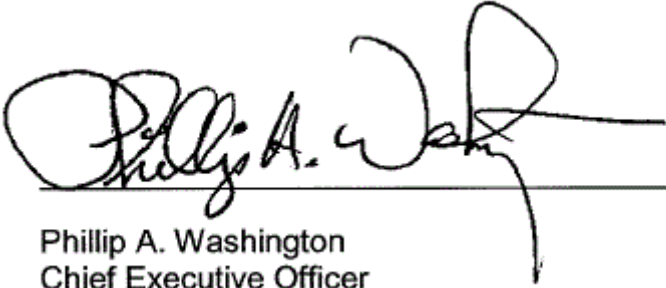
If this action is approved by the Board, Metro’s condemnation counsel will be instructed to take all steps necessary to commence legal proceedings in a court of competent jurisdiction to acquire the property interest by eminent domain. Counsel will also be directed to seek and obtain an Order of Prejudgment Possession in accordance with the provisions of the eminent domain law as necessary.

ATTACHMENTS

Attachment A - Property Information
Attachment B - Staff Report
Attachment C - Resolution of Necessity

Prepared by: Carol A. Chiodo, Director of Real Property Management & Development, (213) 922-2415
Cal Hollis, SEO, Countywide Planning & Development, (213) 922-7319

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077



Phillip A. Washington
Chief Executive Officer

FLC-NE
APN: 6009-029-059

Owner: El Dorado Capital, LLC
1725 E. Florence Ave. LA, CA 90001
APN: 6009-029-059

ATTACHMENT B

STAFF REPORT REGARDING THE NECESSITY FOR THE ACQUISITION OF A PORTION OF 1725 E. FLORENCE AVENUE, LOS ANGELES, CA. FOR THE METRO BLUE LINE PEDESTRIAN SWING GATE PROJECT

BACKGROUND

Fee simple interest in a portion of private property located at 1725 Florence Avenue, Los Angeles, CA. ("Property") required for the construction and operation of the Metro Blue Line Pedestrian Swing Gate Project ("Project"). The address, record owner, physical description, and nature of the property interest to be acquired for the Project are summarized as follows:

Assessor's Parcel Number	Parcel Address	Property Owner	Purpose of Acquisition	Property Interest(s) Sought	Metro Parcel Number
6009-029-059	A 211 sq. ft. portion of 1725 E. Florence Ave., Street, Los Angeles, CA	El Dorado Capital, Inc.	Metro Blue Line Pedestrian Swing Gate Project	Fee Simple	Florence NE

A written offer for the Property was presented to the Owner on May 9, 2016 and, due to the Owner's non-responsiveness, staff has been unable to reach an agreement with the owner of the property. The Owner has not accepted the offer made by the Los Angeles County Metropolitan Transportation Authority ("Metro"); consequently, a negotiated agreement has not been reached.

A. The public interest and necessity require the Project.

The public interest and necessity require the Project for the following specific reasons:

1. The population and employment densities in the Blue Line Transit Corridor ("Corridor") are extremely high and very transit-dependent and are much higher than Los Angeles County as a whole. The Corridor has a high concentration of low-income, minority, transit-dependent residents. More than 49 percent of all Corridor households are designated as low income. In addition, 16 percent of all Corridor households do not have access to an automobile, compared to 8 percent in the County's urbanized area. Forecasts show a growing transit-dependent population, with a projected 55 percent increase in Corridor residents that rely on, or will rely on the area's transit system.
2. Implementation of the Project will result in a reduction in motor and personal accidents and loss of lives. The Project will provide increased safety measures for transit-dependent persons living in the Corridor area which includes the low-income and elderly.

3. 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.

On May 14, 2015, a Draft Initial Study/ Mitigated Negative Declaration ("IS/MND") was circulated and reviewed by interested and concerned parties, including private citizens, community groups, the business community, elected officials and public agencies. This pedestrian gate is located at the northeast corner of Florence and Graham Avenue, and the Union Pacific Railroad ("UPRR") Right of Way. The area surrounding the proposed pedestrian gate is composed primarily of commercial and single family residential land uses. The nearest residential land use is approximately 100 feet from the center of the proposed construction activity. The dominant noise source at this location is the traffic traveling on Florence Avenue and the light rail and freight trains traveling on the nearby tracks. The Corridor has some of the highest population and employment density in the Southern California region, as well as the highest proportion of transit ridership. No significant expansion of existing freeway and street networks is planned to accommodate projected Corridor growth. This project addresses the need of the local residents, as expressed in community meetings.

The Property under consideration as part of this Resolution will cause the least private injury and will not cause displacement or relocation of owners and users of private property. Moreover, 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 is Necessary for the Project.

The Property consists of a 211 square feet portion of 1725 E. Florence Ave and is located at the northeast corner of Florence Avenue and Graham Avenue, and the UPRR Right of Way. The area surrounding the proposed pedestrian gate is composed primarily of commercial and single-family residential land uses. The installation of the pedestrian safety gates increase pedestrian safety with the addition of pedestrian-oriented crossing arms, bells and flashing lights that are activated along with the grade crossing warning systems. The barriers create queuing zones separated from the track areas and also reduce jaywalking.

Staff recommends that the Board find that the acquisition of the Property 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(s) of record, or the offer has not been made because the owner(s) has been non-responsive.

California Government Code Section 7267.2 requires that an offer be made to the owner or to the owner(s) of record and 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. In addition, the agency is required to provide the owner(s) with a written statement 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:

1. Obtained an appraisal to determine the fair market value of the Property, which included consideration of any immovable fixtures and equipment as appropriate;
2. Reviewed and approved the appraisal, and established the amount it believes to be just compensation;
3. Determined the owner(s) of the Property by examining the county assessor's record and the title report;
4. Made a written offer to the Owner for the full amount of just compensation - which was not less than the approved appraised value; and
5. Provided the Owner with a written statement of, and summary of the basis for, the amount established as just compensation with respect to the foregoing offer.

E. Metro has fulfilled the necessary statutory prerequisites.

Metro 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. Metro has complied with the California Environmental Quality Act.

~~A draft EIR/EIS was circulated for public review and comment. The FEIS/FEIR was released in March 2012 for public review. On April 26, 2012, the Board certified the FEIS/FEIR, and in May 24, 2012, it approved the route and station locations for the Project. A Record of Decision was received from the Federal Transit Administration in August of 2012.~~ **On May 14, 2015, a Draft Initial Study/ Mitigated Negative**

Declaration (“IS/MND”) was circulated and reviewed by interested and concerned parties, including private citizens, community groups, the business community, elected officials and public agencies. The FEIS/FEIR **IS/MND** documents therefore comply with the California Environmental Quality Act. Since that time, none of the circumstances identified in CEQA Guidelines Section 15162 have occurred which would require the preparation of a subsequent EIR. As set forth above, Metro has also fulfilled the statutory prerequisites under Code of Civil Procedure § 1240.030 and Government Code § 7267.2.

Accordingly, Metro has fulfilled the necessary statutory prerequisites to acquire the Property by eminent domain.

CONCLUSION

Staff recommends that the Board approve the Resolution of Necessity.

ATTACHMENT C

RESOLUTION OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY DECLARING CERTAIN REAL PROPERTY NECESSARY FOR PUBLIC PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF PORTION OF 1725 E. FLORENCE AVENUE, LOS ANGELES, CA

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1.

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY ("Metro") 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 interest described hereinafter is 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, 130220.5, and 132610, 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 the fee simple interest as
designated below, and as described more specifically in the exhibits attached hereto
(hereinafter, the "Property"), all of which are incorporated herein by this reference:

Metro Parcel Number	Assessor's Parcel Number	Parcel Address	Property Owner	Purpose of Acquisition	Property Interest(s) Sought - See Exhibit:
Florence NE	6009-029-059	211 sq. ft. portion of 1725 E. Florence Avenue, Los Angeles, CA.	El Dorado Capital, Inc.	Metro Blue Line Pedestrian Swing Gates Project	Fee Simple as shown on Exhibit A & B

Metro's acquisition of the above property interests is subject to the following limitation:

Construction of temporary or permanent improvements will not adversely impact the normal operations of surface traffic, or performance of utilities in the Project area. During construction, reasonable access to businesses and residences will be maintained at all times.

Section 4.

(a) The acquisition of the above-described Property is necessary for the development, construction, operation, and maintenance of the Metro Blue Line Pedestrian Swing Gate Project ("Project");

(b) The environmental impacts of the Project were evaluated in the Initial Study/Mitigated Negative Declaration.

Section 5.

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

(a) The public interest and necessity require the proposed Project;

(b) 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;

(c) The Property sought to be acquired, which has been described herein, is necessary for the proposed Project; and

(d) The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record.

Section 6.

Environmental review of the Project consistent with the California Environmental Quality Act ("CEQA") has occurred.

Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property is already devoted to a public use, the use to which the Property is to be put is a more necessary public use than the use to which the Property is 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 is already devoted.

Section 7.

That notice of intention to adopt this resolution was given by first class mail to each person whose Property is 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.

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 described above by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of said Property 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, and with the concurrence and approval of Metro staff, to make minor adjustments to the scope and descriptions of easements to be acquired in order to ameliorate any claims for severance damages.

Counsel is also authorized to reduce or modify the extent of the interests or property to be acquired so as to reduce the compensation payable in the action where such change would not substantially impair the construction and operation for the project for which the real property is being acquired.

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 action to complete the acquisition, including stipulations as to judgment and other matters, and causing all payments to be made. Counsel is further authorized to associate with, at its election, a private law firm for the preparation and prosecution of said proceedings.

I, MICHELLE JACKSON, Secretary 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 Metropolitan Transportation Authority at a meeting held on the 23rd day of February, 2017.

MICHELLE JACKSON
METRO Secretary

Date: _____

ATTACHMENTS

1 - Exhibit "1" – Parcel Legal & Plat

Project name: METRO Blue Line Pedestrian/Quad Gate
FLORENCE AVENUE 50-1PW
A.I.N. 6009-029-059
Second District
X220000900

LEGAL DESCRIPTION
NORTH EAST FLORENCE AVENUE/EAST OF LACMTA

PARCEL 50-1PW (EASEMENT FOR PEDESTRIAN WALKWAY OR SIDEWALK PURPOSES):

THAT PORTION OF LOT 20 IN BLOCK "R" OF FLORENCITA PARK, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGE 138 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED JULY 02, 1999 AS INSTRUMENT NO. 99-1216481, IN OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID CORNER BEING AT THE NORTHERLY LINE OF FLORENCE AVENUE, 100.00 FEET WIDE, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 152, PAGES 14 TO 26, INCLUSIVE OF RECORD OF SURVEY, SAID CORNER BEING ALSO ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 11467.95 FEET, A RADIAL LINE TO SAID CORNER BEARS N89°25'40"E; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°03'43", AN ARC LENGTH OF 12.42 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY, S89°38'46"E 17.10 FEET; THENCE S00°21'14"W 12.42 FEET TO SAID NORTHERLY LINE OF FLORENCE AVENUE; THENCE ALONG SAID NORTHERLY LINE, N89°38'46"W 16.90 FEET TO THE POINT OF BEGINNING.

CONTAINS: 211 SQUARE FEET, MORE OR LESS.

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

Stephanie A. Wagner
STEPHANIE A. WAGNER, P.L.S. 5752

December 14, 2016
DATE:



EXHIBIT "A"

PORTION OF LOT 20, IN BLOCK "R" OF FLORENCITA PARK, IN THE
UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 138.

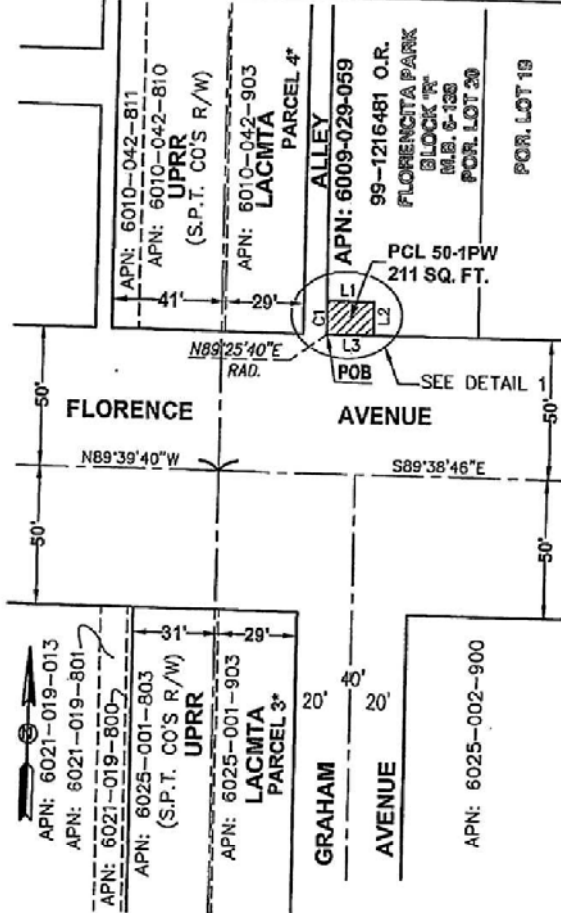
THE BASIS OF BEARINGS IS PER CCS,
ZONE 5, NAD 83 (EPOCH 2010), AS
DETERMINED LOCALLY BY NGS STATIONS
DY1716 AND DY9296.

Assessor's Ref: 6009-029-059

ROW Ref:

No. Date

Revision Description

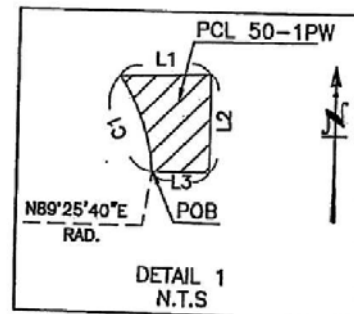


LEGEND:

- - RECORD OF SURVEY, R.S. 152/14-26.
- LACMTA - LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
- PCL-PARCEL
- PW- PEDESTRIAN WALKWAY OR SIDEWALK
- POB-POINT OF BEGINNING
- RS- RECORD OF SURVEY
- SPRR - SOUTHERN PACIFIC RAILROAD COMPANY
- S.P.T.CO.-SOUTHERN PACIFIC TRANSPORTATION COMPANY (PREDECESSOR TO UPRR)
- ASSESSOR'S PARCEL LINE
- - - - - CENTER LINE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°38'46"E	17.10'
L2	S00°21'14"W	12.42'
L3	N89°38'46"W	16.90'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	12.42'	11467.95'	0°03'43"



M Metro APPROVED BY:
PROJECT MANAGER

DATE
PREPARED BY: *Stephanie Wagner*
CHECKED BY: *Stephanie Wagner*
LS: 5752

METRO BLUE LINE
PEDESTRIAN GATE
INSTALLATION
FLORENCE AVENUE
NORTH EAST
UNINCORPORATED TERRITORY OF
THE COUNTY OF LOS ANGELES

DATE: 12/14/2016
SCALE: 1"=50'
REV. No. DATE:
PROJECT ID: MPM0000701
PARCEL No. 50-1PW

EXHIBIT "B"