AGENDA

1. Approval of Minutes

2. Report on WSAB TAC Meeting Provided to Eco-Rapid JPA Board (attached)  
   Nancy Pfeffer, GCCOG Executive Director

3. Master Cooperative Agreement Template  
   Meghna Khanna, LA Metro Senior Director, Countywide Planning & Development and June Susilo, LA Metro Deputy Executive Officer, Program Management

4. Cities’ 3% Contribution – Initial Discussion  
   Adam Stevenson, LA Metro Senior Director, Grants Management

5. “Quick Hit” Updates  
   a. P3 Process  
   b. EIR/EIS process, including confluence station feasibility study  
   c. UPRR negotiations, etc.
   Metro Staff and WSAB TAC Staff

6. Discussion

7. Future Meeting Schedule

8. Adjournment
Minutes
Meeting of West Santa Ana Branch City Manager Technical Advisory Committee
Tuesday, January 21, 2020

PRESENT: Paul Phillips, City of Bell,
Gilbert Livas, City of Downey,
Elaine Kunitake, LA County,
Jennifer Vasquez, City of Maywood,
John Moreno, City of Pico Rivera,
Michael Flad, City of South Gate,
Raul Alvarez, City of Huntington Park,
Art Gallucci, City of Cerritos,
Raul Alvarez, City of Huntington Park,
Melissa Burke, City of Artesia,

ABSENT: William Rawlings, City of Artesia,
Michael O’ Kelly, City Bell Gardens,
Jeff Stewart, City of Bellflower,
Santor Nishizaki, City of Cudahy,
Ricardo Reyes, City of Huntington Park,
Carlos Fandino, City of Vernon

OTHER: Julia Brown, Metro,
Walter Beaumont, Eco-Rapid JPA,
Michael Ervin, Supervisor Hahn,
Allyn Rifkin, Eco Rapid JPA,
June Susilo, Metro,
Rick Meade, Metro,
Vaniah De Rojas, City of Downey,
Matt Gerard, Solutions International, USA,
Sabrina Chan, City of Cerritos,
Meghna Khanna, Metro,
Sharon Weissman, City of Long Beach,
Colin Peppard, Metro

The meeting was called to order by Nancy Pfeffer, Executive Director, Gateway Cities Council of Governments, at 2:05 p.m. Following self-introductions, the Committee reviewed the proposed Purpose and Objectives and made no amendments.

The Committee selected John Moreno, City Manager, Paramount, to be Chair, and Gilbert Livas, City Manager, Downey, to be Vice-Chair.

Meghna Khanna, Metro Project Manager, gave an update on the environmental review process for the project. She reviewed the project goals and the current projected total cost of $6.5-6.6 billion, exclusive of any costs for use of the Union Pacific right-of-way. She reviewed the alternatives 1-4 and how they had been renamed from previous alternatives, as well as two design
options. Both of the alternatives in the downtown segment would run underground, deeper than the Red/Purple Lines and the Regional Connector.

Bell City Manager Paul Phillips asked whether it is possible still to move the Florence station to the north side of the street, so its within City of Bell, which will be across the street from Bell. Metro staff mentioned that they have previously discussed technical reasons for station location and offered to meet with the city to discuss these concerns again.

Downey City Manager and Committee Vice-Chair Gilbert Livas asked that Metro provide visuals and drawings of the full alignment and clarified that the 3% contribution at the Green Line includes the station. The plans are being coordinated with the planned Express Lanes on I-105. Metro staff agreed to bring back more details as requested.

Metro went on to discuss the status of coordination with the State Historic Preservation Officer (SHPO) under Section 106. The Area of Potential Effect is 1-2 parcels deep. Metro wants cities’ response on 4(f) resources. The Bell City Manager brought up the issue of potential future park sites in the city. Metro mentioned that eight archeological resources have been identified at Union Station.

Metro staff discussed needed coordination with freight rail lines owned by both Union Pacific Railroad (UPRR) and the Ports. They also said that a separate, parallel study started this week on a potential station at the Rio Hondo/LA River confluence in South Gate. The study is being done by STV and a separate environmental document will be prepared if the STV study finds the station is feasible.

David Mieger, Metro, stressed that Metro must show the Federal government its plan to find funds for the full project. He cited the example of the Metro Expo line and how phasing the project helped to build public support and get the full project built with funding from Measure R. He said that the construction cost per mile for the Eco-Rapid project north of the I-10 freeway would be $800 million - $1 billion per mile due to the need for tunneling. These four miles thus represent 2/3 of the project cost, meaning that a phase from Artesia to the Slauson Station has a better chance of getting into construction soon. He said that Metro staff had responded to a question from Supervisor Hahn that the priority order of the four “pillar projects” was 1) WSAB, 2) Green Line to Torrance, 3) Gold Line Eastern Extension Phase II, 4) Sepulveda.

Mieger indicated that Federal funding was possible via an infrastructure bill, and that it was important to get the project environmentally cleared and shovel ready to be in position for funding. He said the Metro Board would receive a report in April 2020 on the acceleration and delivery schedule for the pillar projects. He observed that issues including contamination in the right-of-way and the negotiations with UPRR are both sources of risk to the project cost. The need is to add tracks to the UP right-of-way for the light rail, and there are required setbacks.

He said first/last mile projects could be a source of funding to improve station area access and might count towards the 3% contribution, though the extent still needs to be defined via the TAC. There are options for project delivery with different timeframes. Acceleration means funding must come from elsewhere or the project itself must be more cost-efficient. He observed that the Regional Connector is still 2-3 years from completion, and that the Metro Board nominates new projects for Federal New Starts funding. He was asked, and agreed, to bring back cost estimates for Initial Operating Segments of the WSAB line at a future TAC meeting. Walter Beaumont of
the Eco-Rapid JPA staff asked whether contributions to the 3% for stations serving multiple cities would be proportional by area; Metro’s funding team will need to help answer such questions.

Colin Peppard of Metro’s Office of Extraordinary Innovation (OEI) gave an update on the public-private partnership (P3) evaluation being conducted by OEI with support from the Metro Project Team and Sperry Capital/KPMG. Through two market soundings, over 20 firms have expressed interest in project aspects including construction, development, operations & maintenance, rolling stock, and investment. Invited firms were identified based on their experience and 100% of those participated. Topics of discussion were provided two weeks in advance.

Multiple possible sources of project funding exist, including Measures R and M, CMAQ, Federal New Starts, and Prop A & C. The use of a P3 delivery model is being considered for its potential value for risk transfer, scope integration, and innovation, each of which is advantageous to Metro. P3 delivery can offer greater flexibility in financing. Third-party permitting – whether by cities, SHPO, railroads, or others – is seen as a risk. Mike Flad, City Manager of South Gate, asked for a continued focus on how cities can help mitigate this risk.

Peppard observed that another risk factor is the capacity of the construction industry to deliver so many projects within the Los Angeles market. Each of the project’s many work packages has to go well and integrate, which is another advantage of Metro being able to transfer risk to private partner. COG Executive Director Nancy Pfeffer asked whether the private firms were interested in land development in conjunction with the line, or only focused on the rail project itself. Peppard responded that the private sector wanted land development kept separate as it involves firms with a different skill set, business model, and risk tolerance.

Peppard said that more than 500 project-specific risk items have been identified, each with an associated cost and probability. These are 1) prior to mitigation, 2) all for the full project scope, not initial operating segments, and 3) preliminary, subject to refinement. Risk assessment then allows for risk adjustment: transfer to the party best able to manage the risk and control costs. The P3 discussion will continue at a future meeting as there was not time to address the full scope.

Peppard explained that the Milken Institute Forum on accelerating private investment held by Metro in October 2019 was part of an effort by Metro CEO Phil Washington to pursue knowledge on broad ideas helpful to Metro, and there was no discussion specific to the WSAB/Eco-Rapid line.

Meghna Khanna said TOC Implementation Plan Framework would be discussed by Metro staff Elizabeth Carvajal at a future meeting. She also said the SCAG Value Capture study was just beginning and could also be addressed in a future meeting.

During Discussion, the City Managers agreed they would each identify another city staff person for Metro to cc on project communications.

The meeting adjourned at 3:57 p.m.
2. REPORT ON WSAB TAC MEETING PROVIDED TO ECO-RAPID JPA BOARD
AGENDA REPORT

TO: Members of Eco-Rapid Transit
FROM: Michael Kodama, Executive Director
DATE: February 12, 2020
SUBJECT: SUMMARY OF THE INITIAL WEST SANTA ANA BRANCH CITY MANAGER TECHNICAL ADVISORY COMMITTEE MEETING, JANUARY 21, 2020

Public comments on items on the agenda will be taken at the time the item is called and are limited to 3 minutes per speaker

ISSUE

Eco-Rapid Transit staff attended the first meeting of the Technical Advisory Committee. The Gateway Cities Council of Governments (COG) at the request of several City Managers convened the Committee to provide a venue for key city staff to discuss and guide the WSAB Project and Corridor development. Nancy Pfeffer, Director of the Gateway Cities COG, convened the meeting. The Committee members present included representatives from the cities of Artesia, Bell, Downey, Huntington Park, Paramount and South Gate. Additionally, a representative for MTA Board Member, Long Beach Mayor Robert Garcia and Los Angeles County were in attendance. The Agenda included the following items:

• A Chair and Vice Chair were nominated and approved: Mr. John Moreno, Paramount and Mr. Gilbert Livas, Downey respectively;
• A presentation by Metro staff regarding the WSAB Project Environmental Schedule and critical issues – Meghna Khanna made the presentation;
• A discussion by Metro staff regarding funding issues that impact the WSAB project – David Mieger made the presentation;
• A review of Metro’s Public Private Partnership (P3) Process – Colin Peppard made the presentation; and
• Future Agenda Items.

Of interest to the Committee members were the following issues:

• The new Slauson A/Blue Line station is considered a new station and the 3% local match requirement will apply;
• Bell is concerned that it will be difficult to generate local support for the 3% local match without a station within the city limits;
• The I-105/Greenline stations face design issues that have not been completely addressed. The infill new Greenline station may not be subject to a 3% local match;
• Coordination with Caltrans for all freeway crossings is ongoing and may generate design changes;
• Stakeholders (1-2 parcels deep adjacent to the ROW) were contacted by Metro regarding Historic Preservation concerns (Section 4F-Jurisdiction Concurrence) and have 20 days to respond;
• The project cost, currently estimated at $6.5 billion, is highly influenced by the need to have a deep subway in the Downtown Los Angeles section of the alignment. That is the critical factor in considering the separate environmental clearance of shorter segments of the project;
• The shorter segments will be highlighted in the environmental documents as alternatives and design options as follows:
  Alt 1 – LA Union Station to Pioneer (the whole length of the project)
  Alt 2 - 7th/Metro Station to Pioneer
  Alt 3 – Slauson Avenue to Pioneer
  Alt 4 – I-105 Freeway to Pioneer
  Design Option 1 – Terminate at Metropolitan Water District building instead of a t Union Station
  Design Option 2 – Provide an additional station transfer at the Little Tokyo station.
• Negotiations between Metro for the portion of the ROW that is owned by the UPRR and the Pacific Harbor Line RR are underway. The impact of the negotiations on the cost of the project and/or the schedule of the environmental review is unknown.
• MTA staff has ranked the WSAB Project as having made the most progress toward being “shovel ready” of the four pillar projects by 2028;
• Cost estimates for IOS1 and IOS2 are being prepared and will be distributed in March; and
• P3 remains an opportunity to deliver the WSAB project early and on budget, however, the private sector has identified multiple issues that until addressed represent added risk.
• In a separate study, the consulting team of STV has been selected to head the review of the feasibility of a station at the Rio Honda River Confluence;
• The next meeting of the City Manager TAC will be on February 18, 2020, 2:00 pm at the Gateway Cities COG Offices. The expected topics will focus on:
  o Master Cooperative Agreements
  o Rules for calculating and getting credit for the 3% contribution requirement
  o Implementation of the TOD/TOC recommendations.
Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA) created to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region utilizing safe, advanced transit technology to expand economic growth that maximizes ridership in Southern California. The Authority is composed of the following public agencies:

City of Artesia
City of Bell
City of Bell Gardens
City of Cudahy
City of Downey
City of Glendale
City of Huntington Park
City of Maywood
City of Paramount
City of South Gate
Burbank-Glendale-Pasadena Airport Authority

Chair
Karina Macias  
Mayor  
City of Huntington Park

Vice-Chair
Ali Sajjad Taj  
Council Member  
City of Artesia

Secretary
Sean Ashton  
Councilmember  
City of Downey

Treasurer
Vrej Agajanian  
Council Member  
City of Glendale

Internal Auditor
Jose R. Gonzalez  
Mayor  
City of Cudahy

Executive Director
Michael R. Kodama

General Counsel
Teresa L. Highsmith

Ex-Officio
William Rawlings  
City Manager Representative

BACKGROUND

- The WSAB Technical Advisory Committee has been formed at the request of member cities within the WSAB Corridor to discuss and guide the WSAB Project and Corridor development.
- Eco-Rapid Transit staff attended the meeting that was held on January 21, 2020. Future meetings will be held on a monthly basis or as needed.

RECOMMENDATION

It is recommended that the Board:

1. Discuss information presented and offer action items; and/or receive and file the Item.
4. CITIES 3%
CONTRIBUTION – INITIAL DISCUSSION
TO: WSAB City Managers Steering Committee
FROM: Nancy Pfeffer – Executive Director
SUBJECT: Metro 3% Transit Project Local Contribution

Background
The Measure M ordinance requires local agencies to pay 3% of the cost of the transit line to be constructed within their jurisdiction. The Final Measure M Guidelines (Attachment A) detail how the 3% is determined.

The amount of the 3% contribution is decided when:

“The 3% local contribution will only be calculated against the overall project scope and cost determined at the conclusion of thirty percent (30%) of final design. Local agencies cannot count other transportation investments that are not included in the project scope and cost estimate after the conclusion of thirty percent (30%) of final design.”

For the purposes of determining the applicability of the 3% contribution to a local jurisdiction, the policy states:

“...determination of the local jurisdiction borders will be a new station located within one-half mile of the jurisdiction. Building on the Metro Board adopted First/Last Mile policy in 2016, which defines the “walkshed” around each station as a half-mile radius, the 3% local contribution requirement will be proportionately shared by all local agencies based upon the local agency’s land area within a one-half mile radius of a new station. Other arrangements agreed upon by every local jurisdiction in a project corridor with a local contribution obligation are also acceptable, provided that the total of all jurisdictions’ contributions equals 3% of the estimated project cost. A list of jurisdictions that may be affected, subject to changes determined by the environmental process, is included as Appendix A.”

Attachment B includes preliminary half-mile radius maps around station areas. These maps were developed as part of the Transit-Oriented Development Strategic Implementation Plan (TODSIP) and will probably change somewhat as the project becomes better defined.

City of Inglewood

The last City (other than Los Angeles) to negotiate a 3% agreement was the City of Inglewood in 2016 with their contribution to the Crenshaw/LAX Line. This Agreement is included as Attachment C.
In 2012, Metro and City of Inglewood staff negotiated a contribution agreement which provided that the City make a contribution equal to approximate 3% of the estimated Project costs multiplied by the percentage of project track mileage located with the City of Inglewood. This agreement provided for a contribution of approximately $17.8 million, financed over 35 years. The agreement was approved by the Metro Board but was not approved by the Inglewood City Council. The City negotiated a contribution not based on the terms of the draft 2012 agreement. In large part, the difference between the amount the City was willing to pay and the $17.8 million lies in the fact that the costs of tunneling for the project is attributable to the portion of the Project that is in the City of Los Angeles and the City of Inglewood believed they received no benefit from that work. Negotiations ensued and the contribution agreement contains the following provisions:

Total face value of City of Inglewood contribution: $12 million.
Form of contribution:

- $6 million in new first/last mile improvements to be approved by Metro and completed within 6 years of the agreement. (The Executive summary of the Inglewood First/Last Mile Plan is Attachment D)

- Additional $6 million financed, with interest accruing from the beginning of the 11th year of the note and the first payment commencing in year 11 of the agreement, balance financed over 40 years at 3% interest.

- City obligation secured by lien against City's local allocation of Measure R, Props. A & C funds.

**Recommended Action**
It is recommended that cities review these materials and formulate a strategy for approaching the 3% contribution either as individual entities or collectively.

**Attachments:**

A - Measure M Guidelines – 3% Local Contribution to Major Transit Projects
B - TODSIP – ½ Mile Radius Station Area Maps
C - City of Inglewood – 3% Agreement
D - Executive Summary: Inglewood FL/M Plan
VIII. 3% LOCAL CONTRIBUTION TO MAJOR TRANSIT PROJECTS

INTRODUCTION

The Measure M Ordinance includes a provision for 3% local contribution to major rail transit capital projects. The rationale for the contribution is that local communities with a rail station receive a direct benefit due to the increased access to high-quality transit service that is above and beyond the project’s benefit to the County as a whole. Countywide, the 3% local funding contribution represents approximately $1 billion in funding to support the project delivery identified in the Expenditure Plan. The 3% local funding contribution is a critical element of a full funding plan for these rail transit projects. The Ordinance includes provisions that allow development of a mutual agreement between a jurisdiction and Metro, and a default penalty if such an agreement cannot be reached. The agreements shall be in accordance with these guidelines.

PROGRAM METHODOLOGY

The Ordinance calculates the local contribution based on the centerline track miles within a local jurisdiction with a new station in those jurisdictions. These guidelines reflect the nexus between mobility benefits provided to a jurisdiction based on the location and proximity of a new station. The local contribution will be calculated by dividing 3% of the project’s total cost, estimated after the conclusion of thirty percent (30%) of final design, by the number of new rail stations constructed on the line. For purposes of this section, determination of the local jurisdiction borders will be a new station located within one-half mile of the jurisdiction. Building on the Metro Board adopted First/Last Mile policy in 2016, which defines the “walkshed" around each station as a half-mile radius, the 3% local contribution requirement will be proportionately shared by all local agencies based upon the local agency’s land area within a one-half mile radius of a new station. Other arrangements agreed upon by every local jurisdiction in a project corridor with a local contribution obligation are also acceptable, provided that the total of all jurisdictions’ contributions equals 3% of the estimated project cost. A list of jurisdictions that may be affected, subject to changes determined by the environmental process, is included as Appendix A.

An agreement approved by both Metro and the governing body of the jurisdiction shall specify the total project cost as determined at the conclusion of thirty percent (30%) of final design, the amount to be paid by the local jurisdiction, and a schedule of payments. Once approved, the amount to be paid by the local jurisdiction shall not be subject to future cost increases.

Eligible Fund Contributions

Eligible fund sources to satisfy 3% local contribution include any funds controlled by the local agency or local agencies (e.g., General Fund, State Gas Tax Subventions, Prop. A, Prop. C and Measure R and M Local Return Funds, Measure M Subregional Program Funds), or any funds awarded from non-Metro competitive grant process funding. Measure M Subregional Program
Fund contributions must be accompanied by documented agreement from all jurisdictions that would otherwise be eligible for those sub-regional funds. In-kind contributions eligible to satisfy 3% local contribution include, but not limited to, project specific right-of-way and waiver of permitting fees, local agency staff time (incurred and forecast) if, those costs are specifically included in the project cost and contribution amount by the conclusion of thirty percent (30%) of final design.

Betterments

Betterments are defined consistent with existing policy adopted by the Metro Board on Supplemental Modifications to Transit Projects (October 2013). A “betterment” is defined “as an upgrade of an existing city or utility’s facility or the property of a Third Party, be it a public or private entity, that will upgrade the service capacity, capability, appearance, efficiency or function of such a facility or property of a third party.” Once the 30% design project scope and cost have been determined as the basis of the 3% contribution calculation, subsequent betterments cannot be included in that calculation, nor counted toward a jurisdiction’s eligible contribution. However, they may be included in the project scope if carried at the jurisdiction’s expense.

Active Transportation Capital Improvement Contributions

These guidelines reflect provisions adopted by the Board that allow for local jurisdictions to meet all or a portion of their 3% local contribution obligation through active transportation capital improvements and first/last mile investments that are included in the project scope and cost estimate at the conclusion of thirty percent (30%) of final design. All local first/last improvements must be consistent with station area plans that will be developed by Metro in coordination with the affected jurisdiction(s). The criteria for local first/last mile investments for first/last mile contributions are being developed by Metro, specifically to carry out integration of first/last mile within transit capital projects. First/Last mile improvements consistent with this section and included in project scope at conclusion of 30% of final design will not be considered “betterments” for the purposes of these Guidelines, and are eligible for local contribution obligations.

Local Contribution Limits

The 3% local contribution will only be calculated against the overall project scope and cost determined at the conclusion of thirty percent (30%) of final design. Local agencies cannot count other transportation investments that are not included in the project scope and cost estimate after the conclusion of thirty percent (30%) of final design. Metro staff will provide written notice to the affected jurisdiction(s) and a report to the Metro Board at the completion of thirty percent (30%) of final design.

Contributions for calculations assigned to the County of Los Angeles are to be determined by the County.
Opt-Out Option

Metro will withhold up to 15 years of Measure M Local Return Funds for local agencies that fail to reach a timely agreement with Metro on their 3% contribution prior to the award of any contract authorizing construction of the project within the borders of that jurisdiction. Local return funds from Proposition A, Proposition C, and Measure R are not subject to withholding. In some cases, principally in smaller cities, the default withholding of 15 years of local return from only Measure M Local Return Funds will be less than a formal 3% contribution. In these cases, the cities which default on making their full 3% contribution will suffer no further impact.

AUDIT REQUIREMENTS

Use of Measure M funds will be subject to audit and oversight, and all other applicable state and local laws.

REPORTING REQUIREMENTS

Metro will provide annual reports to the Measure M Independent Taxpayer Oversight Committee describing how uses of the Measure M Funds are contributing to accomplishing the program objectives.

REVISIONS TO PROGRAM GUIDELINES

These program guidelines may be revised by the Metro Board of Directors.
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Downtown Bellflower Station Area Specific Plan
NEIGHBORHOOD FABRIC

Paramount/Rosecrans

Paramount / South Gate Station Area Plan
I-105/Metro Green Line

NEIGHBORHOOD FABRIC

- **Paramount / South Gate Station Area Plan**
- **Hollydale Village Specific Plan Area**
Downtown Huntington Park Specific Plan
FINANCE, BUDGET AND AUDIT COMMITTEE
SEPTEMBER 14, 2016

SUBJECT: CITY OF INGLEWOOD LOCAL CONTRIBUTION TO MEASURE R CRENSHAW/LAX PROJECT

ACTION: APPROVE CONTRIBUTION AGREEMENT AND AUTHORIZE EXECUTION

RECOMMENDATION

CONSIDER:

A. APPROVING the Crenshaw/LAX Light Rail Transit Project Measure R Local Match Financial Contribution Agreement between the City of Inglewood and Metro; and

B. AUTHORIZING the Chief Executive Officer to execute the said agreement.

ISSUE

The financial plan for the Crenshaw/LAX Light Rail Transit Project ("Project") assumes that local jurisdictions through which the Project runs will make a contribution towards the Project costs ("the 3% Contribution"). For the subject Project, this would include the cities of Los Angeles and Inglewood. The Metro Board has approved and Metro and the City of Los Angeles have previously entered into an agreement for the Los Angeles contribution which is equal to 3% of the estimated project cost as of the date of the agreement multiplied by the percentage of the project track miles located within the City of Los Angeles. Metro staff and the City of Inglewood staff have negotiated a contribution agreement as described below. The agreement was approved by the Inglewood City Council on August 23, 2016. The agreement requires Metro Board approval to be implemented.

DISCUSSION

In 2012 Metro and City of Inglewood staff negotiated a contribution agreement which provided that the City make a contribution equal to approximately 3% of the estimated Project costs multiplied by the percentage of Project track mileage located with the City of Inglewood. This agreement provided for a contribution of approximately $17.7 million, financed over 35 years. The agreement was approved by the Metro Board but was not approved by the Inglewood City Council in part due to the on-going negotiation with Metro concerning certain Project elements. With most of these issues now
resolved, the City indicated its willingness to negotiate a contribution but not based on the terms of the draft 2012 agreement. In large part, the difference between the amount the city was willing to pay and the $17.8 million lies in the fact that the costs of tunneling for the project is attributable to the portion of the Project that is in the city of Los Angeles and the City of Inglewood believes they receive no benefit from that work. Negotiations ensued and the recommended agreement contains the following provisions:

- Total face value of contribution: $12 million

- Form of contribution:
  - $6 million in new first/last mile improvements to be approved by Metro and completed within 6 years of the agreement
  - Additional $6 million financed, with interest accruing from the beginning of the 11th year of the note and the first payment commencing in year 11 of the agreement, balance financed over 40 years at 3% interest.

- City obligation secured by lien against City’s local allocation of Measure R, Proposition A and Proposition C funds.

**DETERMINATION OF SAFETY IMPACT**

The recommended action has no impact on safety.

**FINANCIAL IMPACT**

The original Project plan included a $17.7M Local Contribution from the City of Inglewood for the benefits of new rail construction within the City. The terms of this agreement have been negotiated such that no funds will be provided during construction of the Project. In lieu of construction contributions, $6 million will be directed to the City of Inglewood for First / Last mile improvements separate from the currently approved Crenshaw Life of Project (LOP) budget. Six ($6) million of additional funds will be repaid to Metro commencing 11 years from the date of the signed agreement to be paid over a 40 year term.

**Impact to Budget**

Substitute funds need to be identified to replace the $17.7 million originally planned as the City of Inglewood Local Contribution to the Crenshaw LOP budget. There is no impact to the current fiscal year as no City of Inglewood funds were included in the FY17 adopted budget. The funding sources for the project’s capital budget that no longer being provided as a local contribution by the City of Inglewood will be offset by other eligible Metro controlled funding sources including, but not limited to
Proposition A 35%, Proposition C 25%, federal Congestion Mitigation and Air Quality (CMAQ), and federal Regional Surface Transportation Program (RSTP) funding. The exact funding sources and amounts will be determined through the Long Range Transportation Plan (LRTP) update process, which will need to prioritize this requirement against other needs and their requisite cash flow demands.

ALTERNATIVES CONSIDERED

The alternative is to not approve the subject agreement and seek to negotiate alternatives terms. This is not recommended. The negotiations have been protracted, the parties have negotiated in good faith and additional negotiations will likely not be fruitful. The agreement will provide needed First/Last Mile improvements and a long term contribution to partially reimbursement for Project costs.

NEXT STEPS

Upon Board approval, the CEO will execute the agreement and the Metro and city staff will proceed to identify the eligible First/Last Mile improvements.

ATTACHMENTS

Attachment A - Measure R Local Match Financial Contribution Agreement (Draft)

Prepared by: Calvin Hollis, Senior Executive Officer, (213) 922-7319

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

Phillip A. Washington
Chief Executive Officer
This CRENshaw Light Rail Transit Project Measure R Local Match Financial Contribution Agreement ("Agreement") is made and entered into on this ___ day of ________, 2016 ("Execution Date"), by and between the City of Inglewood, a municipal corporation (the "City"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), collectively referred to as "Parties" and individually as a "Party," with reference to the following:

RECITALS:

WHEREAS, the City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

WHEREAS, LACMTA is the public agency designing, constructing and operating the Crenshaw/LAX Transit Corridor Project (the "Project"). The Project is a new 8.5 mile light rail line that extends between the Exposition Line (at the intersection of Exposition and Crenshaw Boulevards) and the Metro Green Line (near the existing Aviation/LAX Station) in Los Angeles County, California. The portion of the rail line that is within the city of Inglewood is 2.93 miles.

WHEREAS, the Project includes eight (8) stations of which two (2) stations are located in the City of Inglewood. LACMTA received state environmental clearance for the Project in September 2011 and federal environmental clearance in December 2011.

WHEREAS, the Project has a life-of-project budget of $1,749,000,000. The Project is being funded in part with Measure R funds. The Measure R financial plan assumes a local funding match of 3% for all Measure R Projects. The City of Los Angeles and the City of Inglewood are responsible for the 3% local funding match to the Project.

WHEREAS, the parties have agreed that City's contribution of $12,000,000, to be provided as follows, will be accepted by LACMTA to satisfy the City's local contribution to the Project ("City's Share"): (1) City shall contribute $6,000,000 in LACMTA approved projects which address the connection at the beginning or end of an individual trip, commonly referred to as the first and last mile connection; and (2) City has requested that LACMTA advance the City's Share towards the Project for the City. In exchange, City has agreed to repay the advance by making payments of principal plus interest as set forth in the promissory note with an initial principal balance of $6,000,000.
in the form attached hereto as Exhibit A and incorporated herein by reference (the “Note”).

WHEREAS, LACMTA is willing to advance a portion of the City’s Share funding contribution as set forth herein.

WHEREAS, the City took action on this ___ day of ______, 20___ authorizing City to enter into the transactions set forth in this Agreement.

WHEREAS, LACMTA took action on this ___ day of ______, 20___ authorizing LACMTA to enter into the transactions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. FUNDING COMMITMENT.

A. City shall contribute $12,000,000 towards the Project by providing $6,000,000 in First and Last Mile Improvements Projects (as defined below) and making payments on the $6,000,000 Note, all as further described herein. The completion of the First and Last Mile Improvements Projects and payment of the Note in full shall constitute City meeting its City Share funding commitment to the Project.

B. First and Last Mile Improvements Projects

i. LACMTA will undertake a study (the “Study”) in collaboration with City to identify projects which will improve access to the Inglewood Crenshaw LRT Station. The Study will ensure the projects are consistent with LACMTA’s adopted Active Transportation Strategic Plan Guidelines.

ii. From the list of projects identified in the Study, the City will select a list of projects that it desires to design, construct, operate and maintain. The selected projects shall in the aggregate cost at least $6,000,000 to design and construct and the design and construction budgets for these projects are subject to LACMTA’s review and concurrence. LACMTA shall review City’s selected list of projects and upon LACMTA approval of such City selected projects, the LACMTA approved list of projects will be referred to, and for purposes of this Agreement are defined as, collectively, the “First and Last Mile Improvements Projects” and individually, as a “First and Last Mile Project.”

iii. City shall expend at least $6,000,000 on the First and Last Mile Improvements Projects no later than the date (“the Expenditure Date”) that is six (6) years from the date the LACMTA Board of Directors approved this Agreement. For each First and Last Mile Project that is completed and operational by the Expenditure Date, the amount actually expended on such First and Last Mile Project will be credited toward the $6,000,000.

iv. City shall be responsible to design, construct, operate and maintain each First and Last Mile Project at its sole cost and expense, using local, State or

2.
Federal sources and these sources shall not include any LACMTA grant funds unless specifically provided herein. Notwithstanding the foregoing, if (1) funds from that certain sales tax measure initiated by LACMTA and included in the November 2016 ballot ("2016 Sales Tax Measure") are allocated to the South Bay Transit and Mobility funding category or, if permitted by the LACMTA Board, the South Bay share of the Subregional Equity Program category (collectively, the "SB Funds") and (2) the South Bay Council of Governments ("SBCOG") allocates any part of the SB Funds to the City for a First and Last Mile Project, then City may use such SBCOG Funds to design, construct, operate and maintain the applicable First and Last Mile Project; provided, however, use of such SBCOG Funds for the First and Last Mile Project must be subject to and consistent with LACMTA's approved guidelines for such 2016 Sales Tax Measure categories. City will be required to operate and maintain the First and Last Mile Improvements Projects for at least ten (10) years from their respective date of opening.

C. The Note

i. Concurrent with the execution of this Agreement, the City shall execute and deliver to LACMTA the Note which will obligate the City to pay LACMTA $6,000,000 plus interest on the terms and conditions set forth in the Note. Upon delivery of the Note, City shall also provide LACMTA with a legal opinion that this Agreement and the Note are duly authorized, executed and delivered by the City and constitutes valid legal and binding obligations of the City enforceable against the City in accordance with their respective terms.

ii. By executing the Note and this Agreement, City hereby authorizes LACMTA to advance and LACMTA shall advance on behalf of City $6,000,000 for use on the Project. City hereby instructs LACMTA not to pay the advance to the City but to apply the $6,000,000 directly to the Project. Interest on the Note shall accrue commencing on the date that is ten (10) years from the date of the Note until the advance is repaid in full.

D. LACMTA acknowledges that the City intends to fulfill its financial obligations under this Agreement through its local return share of Proposition A, Proposition C and to the extent it is still available, Measure R funds, and if passed, Maker's local return share of any future sales tax measures initiated by LACMTA and not through the City's general funds or by exercise of its powers of taxation, should these special funds prove insufficient. Accordingly, nothing in this Agreement shall require the City to expend or promise to expend monies from its general fund to satisfy all or any portion of the obligations set forth in this Agreement or in the Note. Since this is an obligation which is payable out of special funds, it is not an "indebtedness or liability" of the City within the meaning of Section 18 of Article XI of the Constitution. Further, this obligation is not a lien or encumbrance, legal or equitable, upon any of the City's property or upon any of the City's income or receipts or revenues, other than the City's local return share of Proposition A, Proposition C and Measure R funds, and if passed, City's local return share of any future sales tax measures initiated by LACMTA, which are hereby pledged as payment sources.

2. UNDERRUNS, OVERRUNS AND BETTERMENTS.

8.8.16
A. In the event the final cost of the Project is less than the budgeted amount of $1,749,000,000, the City’s share of the local match commitment shall be proportionately reduced and the City shall receive a credit against its contributions by reducing the then outstanding principal amount on the Note and recalculating the payment amount. In no event shall the City’s Share exceed $12,000,000, nor will the City be responsible for any cost overruns or budget increases for the Project.

B. Project Betterments shall be paid by the City separate and apart from this Agreement and shall be defined in and paid pursuant to the Letter of Agreement, which was fully executed by both parties on April 17, 2012 (the “LOA”).

3. INDEMNITY.

A. The LOA specifies procedures which the parties will follow to identify, plan, design and affect the Project. Section IV of the LOA provides for LACMTA to indemnify the City for its performance under the LOA. As LACMTA will use the City’s local contribution amount for the Project, the parties desire to remain consistent with LACMTA’s indemnity obligations to City with regard to identifying, planning, designing and affecting the Project. Therefore, the parties hereby agree that the indemnity provided by LACMTA to City under Section VI of the LOA is incorporated herein by reference as though set forth in full.

B. City shall indemnify, defend and hold harmless LACMTA and its officers, employees and agents from and against all claims, damages, losses, liabilities, and costs and expenses (including attorneys’ fees) arising out of the performance, by City or its employees and agents, of activities the City is required to perform under this Agreement, including without limitation, the design, construction, operation and maintenance of the First and Last Mile Improvements Projects and payments made under the Note.

4. RECORDS AND AUDIT.

A. LACMTA shall maintain any and all documents and records demonstrating or relating to LACMTA’s performance of services pursuant to this Agreement. LACMTA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the Project. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by LACMTA pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

B. City shall have the right to inspect or review any documents or records reasonably required of City to evaluate LACMTA’s obligations pursuant to this Agreement. LACMTA shall make all records and documents to be reviewed and inspected by City as a part of any audit or other record review conducted by City available for City’s review within ninety (90) days of receiving written notice from City.
requesting same. LACMTA shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last.

C. These audit rights shall not excuse or otherwise affect City’s payment obligations hereunder. Any final under or overpayments shall be handled through the audit process.

D. City shall maintain any and all documents and records demonstrating or relating to City’s performance of services pursuant to this Agreement. City shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the First and Last Mile Improvements Projects. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by City pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

B. LACMTA shall have the right to inspect or review any documents or records reasonably required of LACMTA to evaluate City’s obligations regarding the First and Last Mile Improvements Projects under this Agreement. City shall make all records and documents to be reviewed and inspected by LACMTA as a part of any audit or other record review conducted by LACMTA available for LACMTA’s review within ninety (90) days of receiving written notice from LACMTA requesting same. City shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last.

5. NOTICES.

A. All notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, first class postage prepaid, addressed as hereinafter provided.

B. All notices, demands, requests, or approvals to City shall be addressed to City at:

CITY
Yvonne Horton
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301

WITH COPY TO
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301
Attn: City Manager

8.8.16
C. All notices, demands, requests, or approvals to LACMTA shall be addressed to LACMTA at:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza,  
Los Angeles, CA 90012  
Attn: Charles Beauvoir, Deputy Executive Officer, Project Management

With a copy to:

Joyce Chang  
Principal Deputy County Counsel  
c/o LACMTA  
One Gateway Plaza, 99-24-2  
Los Angeles, CA 90012

6. DEFAULT AND REMEDIES.

A. In the event City fails to perform its obligations under this Agreement, LACMTA shall provide written notice of such breach to City with a 30-day period to cure the breach. If City fails to cure the breach within the 30 day period, then City shall be deemed to be in default under this Agreement.

B. Should City be in default pursuant to Section 1B above, the budgeted value of any First and Last Mile Project which is not completed and operational by the Expenditure Date shall be added together and the resulting cumulative amount shall be referred to as the "First and Last Mile Outstanding Balance"). At such time, City's obligation to provide the First and Last Mile Improvements Projects shall be replaced with the obligation to pay the First and Last Mile Outstanding Balance as set forth herein. The First and Last Mile Outstanding Balance shall be paid in monthly installments over ten years with the outstanding unpaid amounts bearing interest at 3% per annum. City shall pay the First and Last Mile Outstanding Balance by hereby authorizing LACMTA to withhold from City's local return share of Measure R, Proposition A and Proposition C in an amount sufficient to pay monthly payments in an amount such that at the end of ten years, the First and Last Mile Outstanding Balance plus all accrued and outstanding interest is paid in full.

C. In the event City fails to perform its obligations under the Note, the parties shall comply with the default and remedies sections set forth in the Note.

D. Further and in addition to the rights set forth herein, If City is in default under this Agreement, LACMTA may take any action against and pursue any remedy against City available to LACMTA under this Agreement or at law or in equity.
E. Article V of the LOA provides for resolution of disputes, claims or controversies arising out of or relating to any construction involving or otherwise relating to the Project. The parties desire to remain consistent with the handling of disputes regarding construction of the Project. Therefore, the parties hereby agree that the Resolution of Disputes set forth in Article V of the LOA is incorporated herein by reference as though set forth in full.

7. TERM.

This Agreement shall become effective upon the date first referenced above and shall remain in full force and affect until the City has paid the Note in full. Once executed, the City shall have no right to terminate this Agreement.

8. INDEPENDENT PARTIES.

The parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the City, LACMTA, nor any of their respective officers or employees or representatives, shall have any control over the conduct of the other party, or the other party's employees, representatives or consultants.

9. INTEGRATED CONTRACT.

This Agreement, its Exhibits and the LOA represents the full and complete understanding of every kind or nature whatsoever between the parties hereto relating to the local contribution obligations by the City for the Project. All preliminary negotiations and agreements of whatsoever kind or nature concerning this matter are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written agreement signed by all the parties. Each and every attachment, if any, to this Agreement is incorporated by reference and made part of this Agreement.

10. MISCELLANEOUS.

A. A waiver by a party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

B. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
C. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both Parties to this Agreement.

D. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, or obligation that accrued hereunder prior to termination, including without limitation Section 3, will survive termination and remain effective for a reasonable time.

E. Each of the Parties represents and warrants that the person who signs this Agreement on its behalf has authority to bind that Party.

(SIGNATURES ON THE NEXT PAGE)
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF INGLEWOOD, a municipal corporation
By: ________________________________
Name: ______________________________
Its: ________________________________

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
By: ________________________________
   Phillip A. Washington
   Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel
By: ________________________________
   Deputy

8.8.16
Exhibit A

Form of Promissory Note
Next stop: our healthy future.
Los Angeles Metro

Jacob Lieb, First/Last Mile Planning
My La, First/Last Mile Planning
Joanna Chan, First/Last Mile Planning

City of Inglewood

Economic & Community Development Department
Public Works Department

Consultants

Shannon Davis, Here LA
Amber Hawkes, Here LA
Chad So, Here LA
Aryeh Cohen, Here LA
Mary Reimer, Steer
Craig Nelson, Steer
Peter Piet, Steer
Christine Robert, The Robert Group
Nicole Ross, The Robert Group
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EXECUTIVE SUMMARY

This section introduces the Inglewood first/last mile project and lists the key findings and recommendations that are within the Plan.
The Inglewood First/Last Mile Plan is part of an ongoing effort to increase the accessibility, safety, and comfort of the areas surrounding current and future Metro transit stations. The Plan documents community-guided first/last mile improvements around three Crenshaw/LAX Line stations and one Green Line station. These stations are:

- Fairview Heights Station
- Downtown Inglewood Station
- Westchester/Veterans Station
- Crenshaw Green Line Station

Metro requires cities to provide a 3% local funding contribution to major rail transit capital projects. This is the first time a city has chosen to fulfill its local match obligation by funding first/last mile improvements. As such, the City of Inglewood has been actively involved in the development of this Plan.

In coordination with local jurisdictions and other agencies including the City of Inglewood, City of Los Angeles, City of Hawthorne, and LAWA, the Inglewood First/Last Mile Plan builds on the ongoing development and transportation changes occurring in the area. The Plan’s recommendations recognize and complement existing planning and implementation efforts.

### Key Findings

The four stations studied in this plan face several obstacles from a first/last mile perspective. In many places, long blocks, wide arterials, freeway crossings, and lack of streetscape amenities pose challenges for people walking and biking.

Given existing conditions surrounding the stations, important recommendations include:

- Crosswalk improvements, such as high visibility striping, dual curb ramps, and pedestrian signals
- Sidewalk improvements, such as new sidewalks along streets feeding the transit station, and repaving
- Bicycle infrastructure that promotes safety, and includes (where feasible) separation from vehicular traffic
- More lighting for people walking, biking, or otherwise ‘rolling’ to the station at night
- Visual enhancements that reflect the unique history and characteristics of the city and individual communities

### Plan Contents

#### Introduction

This chapter explains why first/last mile is important to Metro. It defines and describes first/last mile planning, along with Metro’s various first/last mile policies and commitments. It further summarizes the first/last mile challenges and opportunities around Inglewood.

#### Existing Plans & Projects

There are many ongoing planning efforts around the stations that will impact first/last mile planning. This chapter gives an overview of current and future plans for Inglewood to better understand how first/last mile improvements will complement upcoming changes.

#### Process

This chapter describes the steps taken to create the plan, including development of a web application (web app) for walk audits, project dashboard, stakeholder conversations, community events, and report preparation.

#### Recommendations

The recommendations introduce first/last mile improvements for each station and include Tier 2 projects that are studied in more detail.

#### Next Steps

This short chapter describes the next steps after Metro Board adoption, focusing on implementation.

#### Lessons Learned

This chapter provides insights to others as they undergo first/last mile studies, sharing lessons learned about the process of analysis, community input, and the drafting of the pathway networks.

#### Appendix

The Appendix includes key items produced during Plan formation: the Walk Audit Summary, Existing Plans & Projects Memo, the Pathway Origin Matrix, and the Costing Assumptions/Details.
INTRODUCTION

This chapter describes the intent of Metro’s First/Last Mile Strategic Plan, changes anticipated to occur over the next five years in the City of Inglewood, and the City’s commitment to a 3% local funding contribution to implement projects listed in this Plan. Information about terminology used throughout the Plan is described in detail.
An individual’s transit trip is understood as the entire journey from origin to destination. Individuals may walk, drive, ride a bicycle, take a train, or - in many cases - combine several modes to get to a destination. Bus and rail services often form the core of a trip, but transit riders complete the first and last portion on their own. As riders have different needs and preferences, a First/Last Mile Plan examines the areas around Metro stations at varying distances. Most people may only walk a half-mile to a station, but someone on a bicycle may be comfortable riding up to three miles to get to a transit station. The overall goal of first/last mile planning is to improve conditions surrounding stations to enhance an individual’s entire journey - from beginning to end.

First/last mile planning for Inglewood will make it safer and more pleasant to walk, bike, and otherwise roll to Metro stations. Recommendations such as increased lighting can make people feel more safe and secure. Visual enhancements can provide a sense of place and comfort. As a result, successful identification of first/last mile challenges and improvements becomes part of how a community defines itself. Therefore, it is critical that communities are engaged throughout the planning and implementation stages of the first/last mile planning process.
What is First/Last Mile?

First/last mile improvements incorporate a range of urban design elements that respond to the context of each station. Though the streets that comprise Metro’s first/last mile planning area typically fall outside the boundaries of Metro’s jurisdiction, they remain critical components of an effective public transportation system. The easier it is to access a transit system, the more likely people are to use it.

Some examples of first/last mile improvements include:

> Infrastructure for walking, biking, and rolling (e.g. bike lanes, bike parking, sidewalks, and crosswalks)
> Shared use services (e.g. scooters, bike share, and car share)
> Facilities to transfer or connect to a different mode of transportation (e.g. passenger drop-off areas and bus/rail interface improvements)
> Information that simplifies travel, including signage, wayfinding, and technology (e.g. information kiosks and mobile apps)
Vision & Policy
First/last mile improvements are a key element in Metro’s vision of promoting street networks that make traveling by transit safe, comfortable, and convenient. The vision stems from Metro Board Motions 14.1 and 14.2, passed in 2016.

> **Motion 14.1** is a broad, foundational resolution that instructed Metro to conduct first/last mile planning across its rail and busway stations.

> **Motion 14.2** allows local jurisdictions to count first/last mile improvements toward their 3% local contribution for rail projects.

The First/Last Mile Strategic Plan and Planning Guidelines (2014), describes a vision for improved station access throughout the LA region. The Strategic Plan lays out a process for identifying and analyzing existing conditions to develop a network of first/last mile improvements. Pathway networks identified in each station area will create an inter-connected active transportation grid across Los Angeles County.

In Spring 2018, Metro completed the next step in the program, the Blue Line First/Last Mile Plan, which laid groundwork for the first/last mile community-based planning processes and represented the first application of the Strategic Plan. Building on those lessons and methods, the Inglewood First/Last Mile Plan is the second first/last mile planning effort.

Unlike the Blue Line First/Last Mile Plan’s implementation approach of seeking grant assistance, the Inglewood First/Last Mile Plan is the first to be directly tied to a future capital project with an obligated local funding commitment. Ongoing first/last mile plans are also being conducted concurrently for the Airport Metro Connector, Foothill Gold Line Extension, the Purple Line Extension Phases 2 and 3, and the East San Fernando Valley Transit Corridor.

**City 3% Match**
Metro requires cities to provide a 3% local funding contribution to major rail transit capital projects. The rationale for the 3% contribution is that local communities with rail stations receive a direct benefit because of the availability of high-quality transit. The City of Inglewood is the first city to fulfill its 3% local contribution obligation ($6M) by funding first/last mile improvements identified in this plan. Metro and the City of Inglewood have executed an Agreement to formalize this commitment.

“Pathways identified in each station area will create an inter-connected active transportation grid across Los Angeles County.”
The First/Last Mile Plan for Inglewood has the opportunity to influence the changing landscape of the city. The Crenshaw/LAX Line will connect to the Los Angeles International Airport (LAX) and to numerous new developments that are being planned and constructed. Development plans indicate that areas around and within the city will continue to experience rapid growth in the near future. The following is a list of relevant planning and construction efforts.

**Relevant Existing Plans**

> Transit Oriented Development Plans: Propose land uses around future transit stations in the city (City of Inglewood)
> City of Inglewood Housing Element: Presents a comprehensive housing program from 2013 to 2021 that will provide residents with affordable housing options (City of Inglewood)
> Hollywood Park Specific Plan/LA Stadium & Entertainment District: Proposes a vibrant city center with an array of mixed-uses to enhance economic development (City of Inglewood)
> Metro Crenshaw/LAX Transit Corridor Joint Development Strategic Plan: Identifies potential joint development sites and opportunities for integration with transit facilities (Metro)

**Relevant Development in the Works**

> Safe Routes to School Plan: Improves safety and comfort for students walking, biking, and rolling to school (City of Inglewood)
> The City of Inglewood Mobility Plan: Identifies near- and long-term transportation plans that can help move people across the city (City of Inglewood)
> Los Angeles International Airports Landside Access Modernization Program: Creates a ground transportation network to improve current traffic conditions and support multi-modal access around LAX (LAWA)
> Metro NextGen Bus Study: Restructures the existing Metro bus network to better respond to changing travel patterns across the region (Metro)
> LA Philharmonic’s Youth Orchestra building (City of Inglewood)
> PATH Villas, affordable rental housing (City of Inglewood)
> Hilton TRU Hotel (City of Inglewood)
> D3-Thomas Safran Project, mixed-used, grocery-anchored rental housing (City of Inglewood)
> A potential new basketball arena (City of Inglewood)
> Crenshaw/LAX Light-Rail Line (Metro)
> Los Angeles Stadium and Entertainment District (City of Inglewood)
> Los Angeles Airport Automated People Mover (LAWA)
> Los Angeles Stadium Automated People Mover (City of Inglewood)
> PATH Villas, affordable rental housing (City of Inglewood)

**From an Auto- to Transit-Oriented Culture**

Existing infrastructure and development patterns around and within Inglewood support an auto-oriented lifestyle. Automobile volumes and speeds are high along most of the city’s arterials and major collectors. Given that the location of the new light rail alignment was formerly used as a freight corridor, the existing street design presents difficulties for those walking, biking, and rolling. Through our community engagement process, community members expressed enthusiasm about public transit and the new light rail line. This Plan identifies many opportunities to create safer access for those walking and rolling to future stations.

Community engagement was an important component of the Inglewood First/Last Mile Plan and the process drew participation from residents throughout the city. Community members provided feedback through walk audits, stakeholder interviews, and community events. Feedback broadly supported first/last mile improvements. More details are outlined in the Process chapter.
Development plans indicate that areas around and within the city will continue to experience rapid growth for the near future.

Broader Concerns and Guidance

The planned developments in Inglewood indicate a changing landscape and present potential challenges that need to be addressed. Metro is sensitive to both the benefits and drawbacks of new transportation investment and the related challenges of community change. Unintentional consequences of transportation investment, such as gentrification, can lead to rising property values and rents and can also cause displacement of existing low income residents and/or businesses. This can affect neighborhoods and individuals in various ways, including displacing the very residents who are most likely to use transit. Community engagement creates a space to capture hopes, visions, and concerns regarding unintended impacts, while also promoting a dialog around solutions.

Additional policies and precedents inform this plan and acknowledge, in particular, the urgency for Metro and stakeholders to ensure that the benefits of transit investments are realized broadly and especially for existing residents. The Blue Line First/Last Mile: A Community-Based Process and Plan (https://www.metro.net/projects/transit-oriented-communities/blue-line-flm/) sets the bar for future first/last mile plans - engaging the community in every aspect of design and development and addressing broader historic inequities and consequences of disinvestment within the communities studied. Metro’s Transit Oriented Communities (TOC) Policy, adopted in June 2018, sets broad goals for realizing holistic land use and community development along transit corridors. Enhancing access to transit, deep community engagement, and preservation and stabilization of communities are key goals of the Policy. This plan proposes safe and comfortable routes to public transit, built upon support and feedback from the multiple lenses of the community. In addition, in February 2018, the Metro Board adopted the Metro Equity Platform Framework - a policy aimed at addressing equity disparities by employing the following strategies agency-wide:

> Define and Measure
> Listen and Learn
> Focus and Deliver
> Train and Grow

Equity concerns in Inglewood, as described above, were raised during community events and stakeholder conversations. As such, the City of Inglewood is encouraged to continue a dialogue with the community about these issues and to address policies and programs that protect, preserve, and enhance existing communities and those most vulnerable to displacement or other unintended impacts. Metro can provide guidance and assistance in these efforts as equity policies continue to evolve.
RECOMMENDATIONS

This chapter outlines four project recommendations for each station. These recommendations require additional design analysis and do not necessarily represent the first-phase priorities for the each station area.
As the Inglewood city boundary runs down West Blvd. and Victoria Ave., recommended Tier 2 projects are localized in the city’s residential areas to the northwest. Streets in this area follow a more curvilinear street grid. Current bicycle diverters create a limited volume of vehicles in the neighborhood. Building off of the slower speeds and the access to trails in Vincent Park, 68th St. and Chester Ave. are selected as Tier 2 projects that will link people walking and biking to the station. Hyde Park Blvd., also selected as a Tier 2 project, connects the entire northwest quadrant of the station area and links transit riders to residential and commercial areas. West Blvd., the fourth project selected, is the single north/south spine that connects directly to the station and to the future Rail-to-River bike facility.
1. Hyde Park Blvd.

One of the main connectors through the station area, Hyde Park Blvd. changes from residential in the west to commercial and mixed-uses to the east. Improvements include a full suite of pedestrian- and bicycle-oriented changes including a bike lane, sharrows, bulb-outs at corners, enhanced crosswalks, trees, and sidewalk lights.

2. Chester Ave.

Chester Ave. is a narrow residential street that has been designed to preclude cut through traffic. Improvements should be made to encourage pedestrian and bicycle access, for example modification to the existing roadway diverter, addition of trees and sidewalk lighting, and access improvements to and from Vincent Park.

3. 68th St.

This street is similar in right-of-way width and design to Chester Ave. - it is narrow and designed to preclude cut-through traffic. Recommendations include introduction of a Neighborhood Greenway with a full suite of amenities and the redesign of the diverter.

4. West Blvd.

West Blvd. already has a handful of first/last mile-friendly enhancements, but walking along it can be hot during the day and dark at night. Enhancements can be made to the existing bike lane and crosswalks, and new amenities added to the sidewalk.

Other Streets

- Florence Ave., although a key Arterial Pathway, was not included as a Tier 2 project, since many improvements are currently underway as part of the Crenshaw/LAX Line construction.
- Crenshaw Blvd. was not included because it is outside of the City of Inglewood.
The Downtown Inglewood Station is located along Florence Ave. and is currently disconnected from the heart of Downtown. By extending the streetscape on Market St. (Tier 2 project) between Regent St. and Florence Ave., the station can be better integrated to the Downtown core and to the future D-3 site to the south. Regent St., selected as a Tier 2 project and Neighborhood Greenway, is one of the main east/west corridors through Downtown. Likewise, La Brea Ave. (Tier 2 project) is the main north/south spine and connects to the Inglewood Civic Center and the new TechTown Campus. Hillcrest Blvd. (Tier 2 project), another key north/south corridor, is a wide and pleasant street that links to the future LA Stadium and Entertainment District to the south. These streets were selected as priorities because of their significance as active transportation corridors (especially as the park-once district is established throughout Downtown Inglewood), and the potential they have to realize first/last mile improvements along their lengths.
1. La Brea Ave.

Despite the fact that La Brea Ave. is a major thoroughfare for people moving to and through the neighborhood, crosswalks are scarce, curb-to-curb distances are wide, and traffic can sometimes move swiftly. The sidewalks can be infilled with street trees and pedestrian lighting and as the street approaches Florence Ave., visual enhancements can be added to the underpass.

2. Regent St.

Improvements to Regent St. are centered around a new bikeway, with safe and pleasant facilities for people riding their bikes, along with improvements for pedestrians, such as corner bulb-outs, addition of trees and wayfinding signage, and sidewalk lighting.

3. Hillcrest Blvd.

Hillcrest is mainly residential in character and has tall, mature street trees within a sidewalk parkway and also in a landscaped center median, which can be infilled. The main elements that are missing along Hillcrest Blvd. are high-visibility crosswalks, pedestrian lighting, wayfinding, and bike sharrows.

4. Market St.

Between the Florence Ave. and Regent St., Market St. does not have all of the amenities and enhanced design elements that the blocks south of Regent St. do. Extending this character north and adding station wayfinding, will help to close the gap between Downtown and the station.

Other Streets

> Florence Ave., although a key Arterial Pathway, was not included, as many improvements are currently underway as part of the Crenshaw/LAX Line construction.

> Prairie Ave. and Manchester Blvd., although key connections to the future LA Stadium and Entertainment District, were not selected as a Tier 2 projects given their distance from the Downtown Inglewood Station.
All Westchester/Veterans Station Tier 2 projects are located within Inglewood city boundaries and strive to increase connections from destinations and areas within the city, to the station. For example, Manchester Blvd, Hindry Ave., and Florence Ave. (Tier 2 projects) works to create a safe bicycle connection across the I-405 to the Regent Bike Boulevard so that people can get into Downtown and residential neighborhoods east of the freeway. The proposed bicycle facility on Manchester Blvd. also closes a bicycle gap between the City of Los Angeles and Inglewood. Isis Ave., the fourth Tier 2 project will act as a key pedestrian connector between the proposed transit-oriented arts cluster and the future station. Hindry Ave. and Isis Ave. have a proposed plaza and arts park at Manchester Blvd. that would further benefit first/last mile connections and transit riders.
1. Isis Ave.

Isis is envisioned as a closed-off, pedestrian-oriented street that can accommodate special events, food trucks, vendors, and other attractions. This vision is informed by the area’s Draft Transit-Oriented Development (TOD) Plan, which has an Arts Cluster & Mixed Use District in this area.

2. Hindry Ave.

Hindry Ave. has the potential to become a bike facility because of its long, straight access to and from the Metro station. At the same time, the industrial nature of the street poses some challenges that need to be addressed from a first/last mile perspective. Improvements introduced include both pedestrian and bicycle upgrades.

3. Florence Ave.

This segment of Florence Ave. can be enhanced as two-way cycle track, utilizing the space between the retaining wall of the Metro Crenshaw/LAX light-rail alignment and the curb edge. This segment will allow cyclists to connect to the Hindry Ave. bike facility, and to the Regent St. bicycle facility, without competing with traffic on Florence Ave.

4. Manchester Blvd.

Manchester Blvd. is an important east/west connector. Swiftly-moving vehicles and a wide right-of-way, make it unfriendly in places to people walking and biking. Manchester is also an important transit pathway. Conceptual designs for Manchester Blvd. include a separated cycle track with outboard bus platforms and parking, along with sidewalk and crosswalk enhancements for pedestrians.

Other Streets

> 83rd St., Manchester Blvd. (west), Osage Ave., and Hyde Park Blvd. all fall outside of City of Inglewood jurisdiction, and were not selected as Tier 2 projects.
The Crenshaw Green Line Station east/west Tier 2 projects include the main Pathway Arterial, Imperial Hwy. and the smaller, more residential, 118th Pl. North/south priorities include Crenshaw Blvd. and Dehn Ave. Improvements along Crenshaw Blvd. and Imperial Hwy., include specifications for pedestrian improvements, visual enhancements, and enhancements at bus stops. These north/south connectors are important for those living and visiting the future District Center to the north of the station. Improvements along the residential streets focus on the walking environment with landscaping and pedestrian lighting. Each Tier 2 project represents a significant opportunity to improve first/last mile connections, because pedestrian and bicycle amenities are currently limited in the area. Since the Inglewood city boundary is just north of the station, important improvements directly at the station (i.e. at the I-105 underpass), for example visual enhancements, wayfinding, and lighting, are not indicated as Tier 2 projects.
1. Crenshaw Blvd.

Anyone who walks, bikes, or otherwise travels to the Crenshaw Green Line Station, uses Crenshaw Blvd. to access the station. The station itself is elevated above Crenshaw, within the right-of-way of the 105 Freeway. This makes Crenshaw Blvd. a critical focus for the station area. Improvements should be made to bus stop, crosswalks, and sidewalks.

2. Imperial Hwy.

This street is extremely wide and auto-oriented and its character changes east and west of Ardath Ave., where it widens out even further. A key goal is to integrate improvements for pedestrians, such as enhanced and new crosswalks, lighting, trees, and art on utility boxes.

3. Dehn Ave.

Dehn Ave. is a low-scale residential street, with consistent sidewalks and landscaped parkways. Despite its friendly character, it is missing some critical first/last mile elements, such as lighting, trees, and curb ramps. Dehn Ave. connects to the Bennett / Kew Elementary School.

4. 118th Pl.

Dehn Ave. dead ends into 118th Pl., so together these streets act as a continuous pathway to and from the Metro station. 118th Pl. is almost identical in scale and character to Dehn Ave., with one lane in each direction, parking on either side, and continuous sidewalks and parkways. Improvements recommended for 118th Pl. are similar to those proposed for Dehn Ave.

Other Streets

> All other projects not chosen as Priorities fall outside of the City of Inglewood jurisdiction.