Next stop: new rail to southeast LA County.

WEST SANTA ANA BRANCH TRANSIT CORRIDOR
WSAB City Manager TAC
Agenda Item 2
WSAB Master Cooperative Agreement (MCA)
April 28, 2020

Presented by LACMTA:
Meghna Khanna, Senior Director, Countywide Planning & Development
June Susilo, Deputy Executive Officer, Program Management
Overall WSAB Project Schedule

Draft EIS/R Release: Early 2021
LPA Selection: Mid 2021
Final EIR Certification: Late 2021
ROD: Late 2021
P3 RFQ: Following LPA Selection
P3 RFP: Following Final EIR
Groundbreaking: 2023
## Schedule for MCA Negotiations

<table>
<thead>
<tr>
<th>Activity</th>
<th>Approximate timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit draft MCA for comment</td>
<td>April 2, 2020</td>
</tr>
<tr>
<td>Cities to submit initial comments to draft MCA</td>
<td>April 27, 2020</td>
</tr>
<tr>
<td>Individual City sessions *</td>
<td>May 2020</td>
</tr>
<tr>
<td>Cities to submit further comments to draft MCA</td>
<td>May 8, 2020</td>
</tr>
<tr>
<td>Bi-weekly group working sessions</td>
<td>Next session May 12, 2020</td>
</tr>
<tr>
<td>Agree to terms **</td>
<td>August – October 2020</td>
</tr>
<tr>
<td>Metro Board approves MCAs **</td>
<td>September – November 2020</td>
</tr>
<tr>
<td>Execute MCAs **</td>
<td>October – December 2020</td>
</tr>
</tbody>
</table>

* Convenient dates and times to be discussed with each City.

** Range of dates provided to allow flexibility of timing for execution of MCAs between Cities.
Key objective: to explain what a Betterment is and related concepts and processes, as described in the MCA

We will cover:

1. Betterments
2. Initial responses to City comments
3. MCA Next Steps
4. Status of NDAs
1. Betterments
   a. Basis of Design

   • The baseline assumptions and requirements that Metro will use as the basis for the design and construction of the WSAB Project

   • Reflects applicable codes (as listed in Exhibit 5 of the MCA)
1. Betterments
   b. Basis of Design Schedule

Diagrams showing timeline from 2020 to 2023 with stages labeled:
- Enabling Works
- Engineering & Procurement
- Construction
- P3 Project Scope
- Procurement

Stages include:
- DEIR/S
- LPA
- FEIR/S
- Planning & ACE
- ROD

Basis of Design

Metro

DRAFT – FOR DISCUSSION PURPOSES ONLY – SUBJECT TO CHANGE
1. Betterments
   c. Rearrangements

Relocation/replacement of City infrastructure or construction of new City infrastructure as part of the WSAB Project scope

*Metro is responsible for costs of Rearrangements unless the Rearrangement is a Betterment*
1. Betterments
d. Description of Betterment

A Betterment is work which is:
• **outside** the required scope for the WSAB Project
• **outside** the project definition in the environmental documents

Betterments fall into two categories:
1. City request to upgrade or improve City infrastructure
2. City adoption of a new City Standard after the Basis of Design is established

A City is responsible for the cost of any Betterments in its jurisdiction
1. Betterments
   e. Examples

Expo Line – Second Station Entrance at Colorado/17th St. Station
(Approx. $3 m paid by City of Santa Monica)
1. Betterments

e. Examples

Expo Line – Side Platforms and Second Station Entrance at Olympic/26th St. Station (Bergamot) (Approx. $6.8 m paid by City of Santa Monica)
1. Betterments

e. Examples

Gold Line – South Pasadena Plaza and Street Reconfiguration at Mission Station
1. Betterments

e. Examples

Gold Line Foothill Extension – Aerial grade separation over Santa Anita Avenue in Arcadia (Approx. $12.5 m paid by City of Arcadia, note cost from 2006)
1. Betterments
e. Examples

City requests:

- Relocating and replacing an existing 30” storm drain, with an upsized 40” storm drain due to potential future increase in volumes
- Upgrading curb ramps on the opposite side of the street, in addition to the curb ramps adjacent to the project
1. Betterments
   f. Process to request Betterments

   - Betterment Identified
   - Potential Notice of Betterment Form
   - Metro reviews
   - Metro approves or withholds approval
   - If Metro approves, City responsible for actual costs of Betterment
2. Initial Responses to City Comments  
Cities of Downey and Huntington Park 

a. City Standards

<table>
<thead>
<tr>
<th>MCA Reference</th>
<th>Comment/ Question (Summarized)</th>
<th>Initial Response (Draft)</th>
</tr>
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</table>
| Section 3.5(a)  
(City Standards) | City standards and designs provides the City the option to utilize Los Angeles County Department of Public Works (including Sanitation) Standards (latest). City’s preference is to utilize LACDPW, Caltrans or APWA standards. | Noted. LACMTA and each City will discuss and agree the list of applicable City Standards to be listed in Exhibit 5 of the MCA before it is signed. Section 3.5 of the MCA sets out the procedures for any changes or additions to that list. |

**EXHIBIT 5 – DESIGN REQUIREMENTS**

1. **GENERAL DESIGN CRITERIA**
   
   Any Design work for any Rearrangements shall be performed in accordance with:
   
   (a) the Design requirements set out in this EXHIBIT 5 or otherwise under the provisions of this Agreement and the relevant Work Order (if applicable); and
   
   (b) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (City Standards) of this Agreement, the City Standards.

2. **CITY STANDARDS**
   
   The Parties agree that the following comprise the "City Standards" for the purposes of this Agreement:
   
   (a) [To agree with the City and insert prior to execution]
<table>
<thead>
<tr>
<th>MCA Reference</th>
<th>Comment/ Question (Summarized)</th>
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<tbody>
<tr>
<td>Section 2.5(a) (Permits)</td>
<td>Shouldn’t LACMTA comply with City zoning, building code and building permit regulations?</td>
<td>Metro's transportation-related activities are exempt from local zoning and building codes because providing transportation is Metro's governmental function and state agencies are exempt from local regulation when fulfilling their governmental function. See <em>Rapid Transit Advocates vs. Southern California Rapid Transit District</em> (1986) 185 Cal.App.3d 996, 1000 and California Government Code section 53090(a) and section 53091(a). Metro is subject to numerous state regulations and oversight by the CPUC pursuant to state law.</td>
</tr>
</tbody>
</table>
## Initial Responses to City Comments

Cities of Downey and Huntington Park

### c. Project Schedule

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| Section 2.4(d) (Project Schedule) | “To the extent a failure by LACMTA to perform its work and obligations in accordance with the work schedules, review periods and timelines identified in this Agreement and/or any Work Order results in a delay to the performance of the City’s work under a Work Order, the City will be entitled to an equivalent extension to the affected deadline.” Will the City also be eligible for repayment? Will the City be entitled to payment for any additional costs, penalties, expenses as a result of the delay by LACMTA. | LACMTA generally anticipates performing the physical Rearrangement work, so this section is generally anticipating an extension to deadlines for support services provided by the City, where we would not expect additional costs, penalties etc. to arise.
 |
|               |                  | If a City is to perform physical works under a Work Order, we can agree terms for cost allocation upon a delay in the Work Order itself. |
## Initial Responses to City Comments
### Cities of Downey and Huntington Park

#### d. Reimbursements

<table>
<thead>
<tr>
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<tr>
<td>Section 7.1 (Reimbursement and Credits)</td>
<td>“(b) If a Rearrangement performed under a Work Order involves the removal or elimination of a City Facility, LACMTA will only be responsible for any Costs incurred in Abandoning such City Facility and will not be required to replace or compensate the City for the replacement of that City Facility.” Shouldn’t LACMTA be responsible for cost of replacement of the City Facility?</td>
<td>This section is expected to apply on a very limited basis – this is referring to physical Rearrangement work performed by the City, which is not expected to be the usual process. LACMTA generally anticipates performing the physical Rearrangement work. If it is agreed that the City will perform physical Rearrangement work, the scope of the cost recovery will be agreed in the Work Order. If the scope is limited to abandonment, then Metro will not be responsible for the cost of any additional out-of-scope work performed by the City at its election.</td>
</tr>
</tbody>
</table>
2. Initial Responses to City Comments
Cities of Downey and Huntington Park

e. Replacement Rights-of-Way

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<tr>
<td>Section 4.3(a) (Right of Way) - Replacement rights-of-way</td>
<td>City requests clarification in defining these terms. Does LACMTA require the City to abandon City right-of-way and also potentially purchase private property to accommodate the improvements?</td>
<td>LACMTA and City will work together during the Design Phase to identify replacement rights-of-way for relocation of Conflicting Facilities. Where reasonably possible, relocation will be to a public right-of-way. If the relocation has to be a private right-of-way, LACMTA is ultimately responsible for the cost to acquire the necessary rights.</td>
</tr>
</tbody>
</table>
## 2. Initial Responses to City Comments
Cities of Downey and Huntington Park
f. City Right-of-Way

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</thead>
<tbody>
<tr>
<td>Section 4.3(b) (Right of Way) - City right-of-way</td>
<td>LACMTA to define the responsible party that will draft and engineer/survey the easements, plat (maps), etc. Review and recordation of easements, plats (maps), etc. requires 3rd party review by City consultant.</td>
<td>LACMTA and its contractors will be undertaking this work. The environmental documents will identify the parcels in terms of full, partial takes and easements. LACMTA and its contractors will then engineer/survey the easements and prepare the recordation for submission to the City.</td>
</tr>
<tr>
<td>Section 4.3(b) (Right of Way) – City right-of-way</td>
<td>Shouldn’t this go through the formal engineering and right-of-way appraisal and acquisition process?</td>
<td>It will go through the formal engineering process and as described under Section 4.3(b), LACMTA will submit the documents to the City for review and processing.</td>
</tr>
</tbody>
</table>
3. MCA – Next Steps

- Metro to send written responses to initial comments received so far by May 5
- Cities to progressively submit additional comments to draft MCA by May 8
- Next CM TAC Meeting in 2 weeks (Tuesday, May 12 at 1:30 pm)
- To schedule individual City sessions
4. Status of NDAs

<table>
<thead>
<tr>
<th>Status</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form of NDA circulated to the Cities</td>
<td>April 22, 2020</td>
</tr>
<tr>
<td>Signed NDA:</td>
<td></td>
</tr>
<tr>
<td>Artesia</td>
<td></td>
</tr>
<tr>
<td>Bell</td>
<td>April 22, 2020</td>
</tr>
<tr>
<td>Bellflower</td>
<td></td>
</tr>
<tr>
<td>Cerritos</td>
<td>April 23, 2020</td>
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<tr>
<td>Cudahy</td>
<td></td>
</tr>
<tr>
<td>Downey</td>
<td>April 23, 2020</td>
</tr>
<tr>
<td>Huntington Park</td>
<td>April 22, 2020</td>
</tr>
<tr>
<td>Paramount</td>
<td>April 22, 2020</td>
</tr>
<tr>
<td>Southgate</td>
<td></td>
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<tr>
<td>Vernon</td>
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Q&A

Thank You

Questions?