



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
Mayor
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

AGENDA REPORT

TO: Members of Eco-Rapid Transit Board of Directors

FROM: Michael Kodama, Executive Director

DATE: June 10, 2020

SUBJECT: UPDATE AND/OR ACTION: PRESENTATION BY NANCY MICHALI REGARDING GATEWAY CITIES COUNCIL OF GOVERNMENTS (COG) CITY MANAGER TECHNICAL ADVISORY COMMITTEE

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

Nancy Michali, consultant to the City Manager Technical Advisory Committee (TAC) of the Gateway Cities Council of Governments, will provide an update on efforts of the TAC.

BACKGROUND

In January, 2020, the Gateway Cities Council of Governments (COG) formed the West Santa Ana Branch *WSAB) City Manager Technical Advisory Committee (TAC) to provide a forum to discuss and guide the WSAB project and corridor development. This includes representation of Eco-Rapid Transit members and non-Eco-Rapid Transit members.

RECOMMENDATION

It is recommended that the Board:

1. Discuss information presented and offer action items; and/or
2. Receive and file the item

Item 10

TO: Members of Eco-Rapid Transit

FROM: Nancy Michali, Consultant, City Manager Technical Advisory Committee
Gateway Cities Council of Government

DATE: June 10, 2020

SUBJECT: **Update on Efforts of the WSAB City Manager Technical Advisory Committee**

The Gateway Cities Council of Governments (COG) formed the West Santa Ana Branch (WSAB) City Manager Technical Advisory Committee (TAC) to provide a forum for City Managers to discuss and guide the WSAB Project and Corridor development. Monthly meetings have been held since January 21, 2020 except for in March when the meeting was cancelled due to COVID-19 concerns. Since then, the City Manager TAC meetings have been held via ZOOM.

In April and May, the City Manager TAC focused on discussing the draft Master Cooperative Agreement (MCA) template sent to each city by Metro on April 2, 2020. The WSAB MCA will be an agreement between Metro and each individual city defining how they will work together to deliver the WSAB Project. MCAs have been negotiated and signed for every Metro rail project. The agreed-upon MCAs will define project-related roles and responsibilities for WSAB Project design, construction, operation, and maintenance activities. In addition, the document will establish a –

- Process to provide for City review of the project design documents.
- Process for cities to be paid for project-related work.
- Basis for Metro to start construction of project enabling works, which will expedite project construction and reduce future construction risks.

Signing the MCA does not commit a city to agreement on –

- Betterments – addressed through the work order process defined in the MCA.
- 3% Local Contribution – documented in a separate agreement with each city.
- First/Last Mile Projects – addressed in a separate agreement with each city.
- Advanced Design decisions – handled through the on-going Metro-City design process as defined in the MCA.

The City Manager TAC has held three meetings on the MCA: two working sessions on April 14 and 28, and the CM TAC meeting held on May 12. Each city is preparing and submitting MCA-related questions and concerns to Meghna Khanna, Metro Project Manager, which she has compiled and responded to in a WSAB MCA Comment-Response Matrix. The Matrix of issues and responses has been shared with the cities. Metro is currently meeting with individual WSAB Corridor cities to discuss their issues and concerns related to the draft MCA template.

As agreed by Metro and the City Manager TAC, the MCA negotiation-approval schedule is as follows:

- Individual Metro-City work sessions May-June 2020
- Agree to terms/City Councils approve MCAs August-October 2020
- Metro Board approves MCAs September-November 2020
- Metro/Cities execute MCAs October-December 2020

WSAB Corridor-wide MCA Issues

While each city will have specific concerns and issues as the MCAs are negotiated, there are 10 MCA-related concerns that are key to a successful, long-term relationship between Metro and the Corridor cities. It would be ideal if all cities would request that the MCA address these corridor-wide issues along with their own concerns. Several city staff members have indicated that they would consider doing so, if specific language were provided. The attached table is intended to provide the requested guidance.

The key issues for city consideration are:

1. **Communicating Project Scope Changes** – Add language clarifying how project scope changes will be negotiated with and communicated to the WSAB Corridor cities.
2. **Communication Plans and Responsibilities** – Provide a new section that delineates Metro-Contractor-City communication responsibilities during construction.
3. **Betterments** – Add a more complete definition of the term “betterments” for the WSAB Project, similar to that provided by Metro staff to the WSAB City Manager TAC.
4. **City Standards** – Add language acknowledging possible future city standards due to state and/or county requirements so as to avoid the cities incurring betterment costs.
5. **Integration of Station Area Transit Oriented Development** – Specify how and when TOD projects will be reflected in WSAB project plans without the cities incurring betterment costs.
6. **City Review Period** – Expand the City review period from the proposed 5 days to 15 days during the pandemic, and then 10 days similar to other Metro MCAs.
7. **Controlling Construction Impact on Cities** – Clarify planning and monitoring of construction-related activities by Metro-Cities.
8. **City Permits and Fees** – Specify the permits and fees to be included in each city’s Blanket Permit Notification based on Metro’s extensive experience on previous rail projects.
9. **Operations and Maintenance Phase Agreement** – Clarify why a new or revised MCA agreement may be required to address future rail operation and maintenance responsibilities.
10. **P3 Contractor Issues** – Clarify and discuss the P3 contractor role, responsibilities, and obligations consistently throughout the MCA document.

Attachment – Draft WSAB MCA – Key Corridor-wide Concerns

Draft WSAB MCA – Key Corridor-wide Concerns

Key areas of issues and concerns related to WSAB Corridor city impacts identified based on a review of the draft version of the *Master Cooperative Agreement (MCA) for the Design, Construction and Operation and Maintenance of the WSAB Project*, includes:

1. **Communicating Project Scope Changes** (Article 1 Scope and Duration and other sections) – clarify how project scope changes will be negotiated with and communicated to cities.
2. **Communication Plans and Responsibilities** (missing section) – provide section that delineates LACMTA-City communication responsibilities during construction.
3. **Betterments** (Article 5. Betterments) – provide a more complete definition of the term betterments for the WSAB Project, similar to that provided to the TAC.
4. **City Standards** (Article 3. Design) – allow for new state and/or county requirements.
5. **Integration of Station Area Transit Oriented Development** (New discussion) – clarify how TOD projects will be reflected in WSAB project plans without the cities incurring betterment costs.
6. **City Review Period** (Exhibit 6 – LACMTA Submittal Review Period) – expand City review period to 15 days during the pandemic, and then 10 days similar to other Metro MCAs.
7. **Controlling Construction Impact on Cities** (Exhibit 7 – Construction Requirements) – clarify planning and monitoring of construction-related activities.
8. **City Permits and Fees** (Article 2. General Obligations) – clarify permits and fees to be included in the Blanket Permit Notification.
9. **Operations and Maintenance Phase Agreement** (Article 6 – Operation and Maintenance) – clarify when and/or why a new or revised MCA agreement may be required to address operation and maintenance responsibilities.
10. **P3 Contractor Issues** (Article 8 and throughout document) – clarify and discuss the P3 contractor role, responsibilities and obligations consistently throughout the document.

Draft WSAB MCA	Discussion
Issue No. 1 – Communicating Project Scope Changes	
<p>Article 1. Scope and Duration <u>Section 1.1 Scope of Agreement</u> (e) “...The City further acknowledges that as of the date of this Agreement, the WSAB Project is in the Planning and Procurement Phase and LACMTA may elect not to proceed with the WSAB Project <i>or to amend the scope of the WSAB Project in its sole discretion.</i>”</p> <p>Article 3. Design <u>3.4 Design Development</u> “The Parties acknowledge and agree that: (a) the Basis of Design will establish the detailed scope...”</p> <p>Article 11. Definitions and Interpretations <u>11.1 Definitions</u> The Basis of Work will “form the basis of the request for proposal issued by LACMTA for the P3 Project Scope.”</p>	<p>The cities will be entering this Agreement as partners in delivering the WSAB project. Acknowledge current financial constraints and that LACMTA may be forced not to proceed, but in the possibility of amending the project scope, as partners the cities want to have that information communicated to them in a timely manner and to be involved in the decision-making process.</p> <p>Throughout the document and specifically in Article 2, Section 2.6(a) Coordination of Work, the City is required to “promptly notify LACMTA upon becoming aware of any proposed or planned Adjacent Work...” or other city changes. In a successful partnership, the notification of project revisions should work both ways.</p> <p>In signing this document, both parties agree that the Basis of Design is the scope foundation for this Agreement, and any revision to the Basis of Design would require revision to this Agreement.</p>
Issue No. 2 – Communication Plans and Responsibilities	
<p>Add new section – Community Notifications and Review</p>	<p>Add a discussion that identifies LACMTA-City Communication responsibilities during construction and construction-related activities, including development of city-specific outreach plans with each city. The plan will include LACMTA strategies to work with and address business and community disruptions. Similar plans have been provided by LACMTA for all of their other projects.</p>
Issue No. 3 – Betterments Discussion	
<p>Article 5. Betterments</p>	<p>Add a new 5.1 discussion point providing a clear definition of “Betterment” as considered by LACMTA in this agreement. A recent Metro staff presentation to the WSAB City Manager TAC identified a “Betterment” as: <i>“an upgrade, change or addition to a City Facility requested by the City or a change to the applicable City Standards after the establishment of the Basis of Design, which will not be of direct or principal benefit to the WSAB Project.”</i></p>

Draft WSAB MCA	Discussion
Issue No. 4 – City Standards	
<p>Article 3. Design <u>Section 3.5 City Standards</u> <i>(a) 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 affecting the WSAB Project.</i> <i>(c) Any changes or additions to the City Standards applicable to a Rearrangement after the establishment of the Basis of Design for that Rearrangement shall be considered a “Betterment” for the purposes of this Agreement.</i></p>	<p>Revise to state: “...affecting the WSAB project, unless required by new county and/or state authorities.”</p> <p>Revise to state: “...establishment of the Basis of Design for that Rearrangement shall be considered a ‘Betterment’ for the purposes of the purposes of this Agreement, unless required by new county and/or state authorities.”</p>
Issue No. 5 – Integration of Station TOD	
<p>Add discussion of integration of joint development projects, such as project planned and developed through Metro’s Transit Oriented Development Strategic Implementation (TOD SIP Program) efforts. Identify where to include TOD, such as:</p> <ul style="list-style-type: none"> • Article 2 General Obligations, Section 2.6, Coordination of Work in (a) Adjacent Work, (i) Design and Plans; or (b)(i) add joint development as new point, or (b)(ii) when construction starts. • Article 3 Design, Section 3.3 Design Review Procedure or Section 3.4 Design Development • Exhibit 7 Construction Requirements, Section 8 is Temporary Facilities – add a new section Permanent Facilities. 	<p>Clarify how and when physical integration, during both the design and construction phases, of future station area transit oriented development projects will be reflected in the WSAB project plans without the City incurring betterment costs.</p>
Issue No. 6 – City Review Period	
<p>Exhibit 6 – LACMTA Submittal Review Procedure <u>Section 2.1 Review Procedure</u> <i>The City shall notify LACMTA and the relevant LACMTA Contractor (if applicable) within five days of receipt of a LACMTA Submittal from LACMTA or a LACMTA Contractor if it considers (acting reasonably) that the LACMTA Submittal submitted is incomplete or deficient for the City’s review purposes and requires re-submission, together with a detailed description of the information that it deems to be missing or deficient.</i></p>	<p>Revise the City “review of completeness” period to 15 days during the pandemic, and then 10 days similar to other Metro MCAs.</p>

Issue No. 7 – Reducing Construction Impacts on Cities

Exhibit 7. Construction Requirements

Section 2. Extended Working Hours

Section 3. Haulage Routes

The parties will agree Haulage Routes reasonably necessary to facilitate Construction and operation of the City Portion.

Section 5. Construction Staging Plans

LACMTA or the LACMTA Contractors shall develop a construction staging plan (“Construction Staging Plan”) for any Construction work to be performed within the City Rights-of-Way.

(d) The City understands that LACMTA requires flexibility in the execution of Construction phasing and traffic management planning during Construction, and agrees to impose only the minimum requirements for traffic management planning and Construction sequencing that are necessary to provide for public health and safety, and functionality.

Clarify: will there be a separate set of requirements and approvals for the P3 contractor to perform construction staging, traffic control, and other applicable construction-related public realm activities; or **include reference to the P3 Contractor in all construction requirements.**

Add references to all required construction Mitigation Measures identified in the EIR/EIS environmental review process.

In the WSAB Corridor with multiple jurisdictions and contractors, **key construction requirements, such as working hours, should be identified on a Corridor-wide basis wherever possible.**

Add reference to **any night construction mitigation measures** identified in the EIR/EIS.

Add discussion of **required holiday or weekend construction waivers and the LACMTA-City agreement process.**

Clarify how haulage routes will be identified and monitored with the city throughout the enabling work and project construction phases.

Haulage routes may go through multiple cities, and **involve multiple cities in developing the haulage plans where necessary.**

Identify process to mitigate haulage route infractions.

Include reference to Contractor and P3 Contractor – not just “parties.”

Revise language:

“LACMTA and the City will work together to develop Construction Staging Plans and supporting communication efforts for any Construction Work in the City Rights-of-Way.”

Revise: “...traffic management planning during Construction; **and LACMTA understands that the City must maintain public and business access and circulation and pedestrian and vehicular safety during the several years of Construction.** The City agrees to impose only **those legally and public safety** requirements for traffic management planning...”

Draft WSAB MCA	Discussion
Issue No. 7 – Reducing Construction Impacts on Cities	
<p><u>Section 6. Work in Streets</u> 6.1. General Requirements (a) <i>The Parties acknowledge that the City has the duties of supervising, maintaining and controlling streets, highways, and other City Rights-of-Way. Accordingly LACMTA [or the LACMTA Contractors,] shall give the City advanced written Notice where Construction work is to be performed in the City Rights-of-Way.</i></p>	<p>Add: “...or the LACMTA Contractors,”. Add: ten days written Notice.</p>
Issue No. 8 – City Permits and Fees	
<p>Article 2. General Obligations <u>Section 2.5 Permits</u> 2.5 (b)(i) <i>“the City will issue a blanket Permit Notification to cover the City Portion:”</i></p> <p>2.5 (d) Governmental approval required <i>“relating to or arising from, the design, construction, operation or maintenance of the City Portion.”</i></p> <p>2.5 (e) City concurrence with LACMTA-prepared plans for “street and pedestrian crossings with LACMTA’s rail transit tracks...for submission to the CPUC.”</p>	<p>Add the type of permits anticipated to be included in the Blanket Permit Notification. LACMTA has extensive knowledge of the permits typically required from their construction of multiple LRT lines – the cities have not been previously involved in the construction of a rail project.</p> <p>Remove or clarify scope of “operation and maintenance.” Article 6 states that a new or revised Agreement will be developed to address operation and maintenance of the project – and this should be addressed in the future agreement.</p> <p>Add language clarifying how the plans will be developed, including their fit with future First/Last Mile plans.</p> <p>Add language specifying the handling of one or more city and/or county sewer and other utility permits will be handled along the WSAB Corridor.</p>

Draft WSAB MCA	Discussion
Issue No. 9 – Operations and Maintenance Phase Agreement	
<p>Article 6. Operation and Maintenance <i>LACMTA may, at any time during the original Term, issue to the City a request to extend the Term to include the operation and maintenance phase of the WSAB Project or to enter into a new master cooperative agreement with respect to the operation and maintenance phase of the WSAB Project.</i></p>	<p>It has been presented to the TAC that Metro will be seeking a P3 Contractor to Design-Build the WSAB Project, and considering expansion of the P3 contract to include Operate-Maintain roles. Recent Metro staff presentations have identified that the DB or DBOM decision will be made by the Metro Board concurrent with or shortly after, the Locally Preferred Alternative (LPA) decision, which is currently projected to be in mid-2021.</p> <p>As this is a WSAB project-specific MCA, rather than stating that the agreement may be “at any time during the original Term” which is non-specific – state that “LACMTA may, concurrent with its P3 Contractor decision, issue to the City a request to extend the Term...”</p>
Issue No. 10 – P3 Contractor Role, Responsibilities and Obligations	
<p>Article 8. Indemnity, Warranties and Insurance and throughout MCA</p>	<p>Throughout the draft MCA, the roles, responsibilities and obligations of the P3 contractor are not consistently presented. In this section, there are references to “each party” i.e., LACMTA and the City, but there are no references to the P3 Contractor. This opens all parties to future liability issues</p> <p>While Metro may consider this future contractor as being covered by the MCA text identifying “LACMTA or the LACMTA Contractors” – given the scale of the P3 Contractor’s project responsibilities, it is imperative that the document and this section specifically refers to and includes the P3 Contractor in indemnity, warranties and insurance responsibilities.</p> <p>8.3 Insurance – Expand the discussion beyond LACMTA and the city to include “P3 contractor insurance and completion bonds.”</p>