MINUTES

Thursday, February 22, 2024

10:00 AM

Board of Directors - Regular Board Meeting

DIRECTORS PRESENT:
Karen Bass, Chair
Janice Hahn, Vice Chair
Fernando Dutra, 2nd Vice Chair
Kathryn Barger
Jacquelyn Dupont-Walker
Lindsey Horvath
Paul Krekorian
Holly J. Mitchell
Ara J. Najarian
Tim Sandoval
Hilda Solis
Katy Yaroslavsky
Gloria Roberts, non-voting member

Stephanie Wiggins, Chief Executive Officer

CALLED TO ORDER: 10:06 A.M.

ROLL CALL

1. APPROVED Consent Calendar Items: 2, 6, 13, ~~15~~, 17, 18, 19, 20**, 21, and 22.

Consent Calendar items were approved by one motion except for item 15, which was held for separate action.

**Item required 2/3 vote of the Full Board

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	Y	A	A	Y	Y	Y	A	Y	Y	Y	Y	Y

**Voting Deviations:*
Item 6 – the following Director was conflicted: KRB
Item 6 – the following Director was absent/conflicted: KB
Item 22 – the following Director was absent/conflicted: JB

2. SUBJECT: MINUTES **2024-0125**

APPROVED ON CONSENT CALENDAR Minutes of the Regular Board Meeting held January 25, 2024.

3. SUBJECT: REMARKS BY THE CHAIR **2024-0123**

RECEIVED remarks by the Chair.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
P	P	P	A	P	P	P	P	P	P	P	P	P

4. SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER **2024-0124**

RECEIVED report by the Chief Executive Officer.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
P	P	P	A	P	P	P	P	P	P	P	P	P

****

KB = K. Barger	FD = F. Dutra	HJM = H.J. Mitchell	KY = K. Yaroslavsky
KRB = K.R. Bass	JH = J. Hahn	AJN = A.J. Najarian	
JB = J. Butts	LH = L. Horvath	TS = T. Sandoval	
JDW = J. Dupont Walker	PK = P. Krekorian	HS = H. Solis	

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

6. SUBJECT: ORACLE HUMAN CAPITAL MANAGEMENT CLOUD SUITE IMPLEMENTATION **2024-0015**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer (CEO) to:

A. AWARD a 36-month firm fixed price Contract No. PS100859000 to Deloitte Consulting, LLP for the acquisition and implementation of the Oracle Human Capital Management Cloud Suite application and software support services, in the amount of $13,919,723, subject to the resolution of any properly submitted protest(s), if any;

B. APPROVE Contract Modification Authority specific to Contract No. PS100859000 in the amount of $2,783,945, or 20% of the total contract value, to cover the cost of any unforeseen services or license fees that may be necessary to complete this project; and

C. EXECUTE individual contract modifications within the Board-approved contract modification authority.

7. SUBJECT: PROPOSITION A BONDS **2023-0740**

ADOPTED a Resolution that authorizes the issuance and sale of up to $230 million in aggregate principal amount of the Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds in one or more series, and taking all other actions necessary in connection with the issuance of the refunding bonds.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	Y	Y	A	Y	Y	Y	Y	Y	Y	Y	Y	Y

10. SUBJECT: UNION STATION PARKING MANAGEMENT SERVICES **2023-0770**

AUTHORIZED the Chief Executive Officer to:

A. AWARD firm fixed price Contract No. PS109969000 to Metro Auto Parks for Union Station Parking Management Services in the amount of $9,889,702 for a five-year base period, with two, one-year options in the amounts of $2,295,428 and $2,426,518, respectively, for a total amount of $14,611,648, effective April 1, 2024, subject to resolution of any properly submitted protest(s), if any, and;

B. EXECUTE individual contract modifications within the Board approved contract modification authority.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	Y	C	A	Y	C	Y	Y	C	Y	C	Y	C

12. SUBJECT: LOS ANGELES AERIAL RAPID TRANSIT ENVIRONMENTAL IMPACT REPORT **2023-0743**

APPROVED:

A. the Los Angeles Aerial Rapid Transit Project ("Project") with Design Option A pursuant to Public Utilities Code (PUC) section 130252;

B. CERTIFYING, in accordance with the California Environmental Quality Act (CEQA), the Final Environmental Impact Report (EIR) if the Board concludes that it satisfies the requirements of CEQA and reflects the Board's independent judgment following CEQA Guidelines section 15090;

C. ADOPTING, in accordance with CEQA, the:

1. Findings of Fact and Statement of Overriding Considerations setting forth the reasons and benefits of adopting the Final EIR with full knowledge that significant impacts may remain and

2. Mitigation Monitoring and Reporting Program:

D. AUTHORIZING the Chief Executive Officer to file a Notice of Determination with the Los Angeles County Clerk and the State of California Clearinghouse.

12.1 SUBJECT: EMPOWERING COMMUNITY THROUGH AN INCLUSIVE COMMUNITY BENEFITS AGREEMENT MOTION **2024-0132**

APPROVED Motion by Directors Solis, Bass, Dupont-Walker, Horvath, and Sandoval that the Board approve Item 12's staff recommendations (A) through (D) subject to the following conditions of approval, which shall be satisfied before Los Angeles Aerial Rapid Transit (LAART or Project) construction. The conditions of approval are as follows:

A. Zero Emissions Transit or its affiliates (hereinafter, "ZET") satisfies the following conditions:

1. ZET fully and in perpetuity indemnify, release from liability, and hold harmless Metro and all other relevant public entities, including but not limited to the County of Los Angeles (County), City of Los Angeles (City), California Department of Transportation (Caltrans), and California Department of Parks and Recreation (State Parks), against any and all loss, cost, or damage of any kind arising out of, in full or in part, the negligence or willful misconduct of ZET in the

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design, planning, permitting, construction, operating, maintenance, dissolution, or other acts done in furtherance of the Project;

2. ZET establishes a financial arrangement, such as an insurance policy or an escrow fund, ensuring that, in the event that ZET becomes unable to construct or operate the Project or is responsible under Directive A(1) above, there are sufficient funds available to dismantle or operate the Project, as deemed appropriate by the Board and make the indemnified parties whole;

3. ZET commits to establishing a Project Labor Agreement (PLA), Labor Peace Agreement, a robust apprenticeship program and workforce pipeline program similar to Metro's Room to Work program, local small business procurement, and local and targeted hiring commitments commensurate with or greater than those of Metro projects;

4. The Project will not benefit from or compete against Metro, the County, City, or any other local jurisdiction within the County for state, federal, or other public funds to design, build, or operate the Project or otherwise fulfill Community Benefits Agreement requirements without the written consent of the competing jurisdiction, the Project will not seek or benefit from direct appropriations, and the Project will not seek or benefit from a bond issuance from Metro, the County, City, or any other local jurisdiction within the County;

5. ZET adopts and adheres to an advertising display content policy that is consistent with Metro, City, County, Caltrans, and State Park's respective advertisement policy, including any future updates to such policies, and will abide by the pertinent local jurisdiction's digital display and lighting policies for outdoor advertising signs;

6. ZET implements a business interruption fund similar to the ones Metro has implemented (see the East San Fernando Valley Light Rail Project) to compensate local small businesses and community-based organizations impacted by the Project's construction;

7. ZET, in perpetuity, sets aside ten percent (10%) of all LAART

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marketing opportunities for local Chinatown businesses and community-based organizations and Metro public service announcements and for such marketing opportunities to be offered at cost;

8. ZET, in coordination with and approval from LA Department of Transportation (LADOT), City of Los Angeles Department of Public Works (LADWP), City of Los Angeles Dept of City Planning (DCP), and other relevant jurisdictions, develops and implements a community impact mitigation plan that addresses but is not limited to the following impacts: residential and other privacy concerns, visual and other impacts to parks and greenspaces, visual impacts to Union Station's historic architectural elements, parking, traffic, pedestrian and active transportation safety concerns (including school access improvements), trash, noise and other forms of pollution, and other Project externalities;

9. Post construction, ZET commits to providing sufficient safety and security personnel and resources for the Project and within 1,000 feet of the Project;

10. ZET reimburses any public safety department for specialty equipment or training that is not needed but for such department's need to address the unique safety response needs and hazards presented by an aerial gondola;

11. ZET offers free and unlimited rides for local Chinatown residents and businesses in perpetuity, at all times of operation, which at minimum, includes those residents and businesses within the area bound by the I-110, US-101, and Los Angeles River;

12. ZET develops a ticketing program that is seamlessly integrated with Metro's TAP and payment program;

13. ZET installs, at Metro's request, bike and micro-mobility hubs at each of the Project's stations that offer zero-emissions electrified docks that service personal devices, private micro-mobility share programs, and Metro Bike Share or any future Metro micro-mobility program similar thereto;

14. ZET only uses renewable energy sources and the purchase of carbon offsets in Los Angeles County, to the extent possible, that

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ensure the construction and maintenance of the Project are at least carbon-neutral and verified by a qualified third party;

15. ZET implements a tree replacement plan that, at the minimum, replaces trees at a 4:1 replacement ratio and includes a 5-year establishment period;

16. ZET continues monitoring for any future biological impacts from the Project and implements corrective programs, as needed and in accordance with the opinion of an independent expert;

17. The Project does not benefit from the use of eminent domain, and, in the case of ZET acquiring any form of property rights from a public jurisdiction, ZET shall offer compensation to said jurisdiction for at least the fair market value of such property, including air and real property rights, as determined, if needed, by one or more independent third-party evaluators;

18. If the Project is non-operational or experiences issues during the 2028 Games, ZET will compensate Metro for any and all transportation costs that the Agency would not have incurred but for LAART's non-operation or issues; and

19. ZET reimburses Metro for any and all costs incurred by the Agency in support of ZET's efforts to fulfill the conditions of approval outlined in this Motion.

B. ZET develops and commits to a Community Benefits Agreement (CBA) approved by a two-thirds (2/3rds) vote of a Metro-facilitated Community Advisory Committee (CAC) consisting of (i) a representative of each of the City Council and County Supervisorial Districts representing the area bound by the I-10, US-101, and LA River and a representative from the Mayor of Los Angeles, (ii) two appointed stakeholder from each of the elected offices identified in (i) above, and (iii) a non-voting representative from Metro, Caltrans District 7, and Stake Parks. The CAC shall be dissolved within 12 months of its initial meeting but may be extended at the discretion of the Metro Chief Executive Officer (CEO). The CBA shall be proportionate with the Project's total and final cost and shall not include previous commitments. The CAC shall identify projects and programs in and for the community to be benefited by the CBA and

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develop an allocation process for the funds, including for allocations to be made after the CAC's dissolution. The CBA shall include, but is not limited to, the following:

1. Care-based solutions that: serve for the most vulnerable, uplift at-risk youth and adults, reduce recidivism, take a proactive care-first approach towards reducing crime, establish skill training and workforce development pipelines to family-sustaining jobs, and build a healthy, vibrant, and affordable community;

2. An anti-displacement fund and implementation plan to support the retention and development of local affordable and senior housing, such as a community land trust, and other social impact projects to improve the quality of life for impacted residents, with a particular focus on historically marginalized and vulnerable populations and considering a reparations program;

3. An anti-displacement fund and implementation plan to support local small and historically marginalized ethnic businesses, such as a commercial land trust, a business resources center, and projects and programs that address the digital divide;

4. An ongoing Chinatown revitalization revolving loan fund to offer low and no-interest loans and forgivable loans to local small businesses, entrepreneurs, and street vendors;

5. A funding and implementation plan to expand and make permanent the Dodger Stadium Express and transition the program to Zero Emissions Vehicles (ZEVs) in advance of the Project and, if needed, during the operation of the Project in the case of the Project's temporary closure or heightened transportation demand for stadium events along the Project corridor. and the addition of multiple, region-wide, park-and-ride locations consistent with the model provided by the Park & Ride Hollywood Bowl shuttle program;

6. A plan to develop street vending and micro-business opportunities near one or more Project terminuses and connect those enterprises with support resources discussed above;

7. A funding and implementation plan, which includes community and stakeholder feedback, to create one or more living and stationary

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memorials to Old Chinatown, Chavez Ravine, and the indigenous peoples who previously occupied the surrounding land; and

C. ZET conducts any additional studies requested by the City, Caltrans, Metro, and State Parks in review or furtherance of the Project;

WE FURTHER MOVE that the Board direct:

D. Metro, in coordination with ZET, to provide quarterly updates to the Metro Board on the Project's progress and financing.

E. Metro report back to the Board in 180 days with a preliminary mobility and cost analysis on alternative TSM/TDM mobility improvements, including a Bus Rapid Transit on Sunset Blvd. with a possible event day station near the stadium or system for pedestrian travel on Vin Scully Ave. from Sunset Blvd. to the stadium, Sunset for All, and other mobility projects that could alleviate the traffic caused by major sporting and entertainment events held at Dodger Stadium.

F. While no such development has been formally proposed, Metro includes an overriding clause in any future lease at or near Union Station with ZET for the benefit of the Project, whereas any possible future development at or near the parking lots surrounding Dodger Stadium that does not dedicate at least equivalent to twenty-five percent (25%) of all the developable space, which excludes outdoor open space, to affordable or supportive housing shall automatically and immediately terminate the lease.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
ABS	A	Y	A	Y	Y	Y	Y	Y	Y	Y	Y	Y

13. SUBJECT: COPY CENTER EQUIPMENT AND SERVICES **2024-0014**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to execute a five-year, firm-fixed unit rate Contract No. PS110623000 to Canon Solutions America, Inc. to provide copy center equipment and services in a not-to-exceed amount of $1,917,720, effective March 1, 2024, subject to the resolution of protest(s), if any.

15. SUBJECT: SOUTHEAST GATEWAY LINE **2023-0735**

AUTHORIZED the Chief Executive Officer (CEO) to award a cost-plus fixed fee contract, Contract No. AE107133000, for a period of 5 years, with two, 5-year options, to WSP USA, Inc., for Program Management Support Services (PMSS) for the Slauson/A Line to Pioneer segment of the Southeast Gateway Line Project (formerly referred to as the West Santa Ana Branch Transit Corridor) in an amount not to exceed $99,999,105, subject to the resolution of any properly submitted protest(s), if any.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	Y	Y	A	Y	C	Y	Y	Y	Y	C	C	C

17. SUBJECT: CONSULTANT SUPPORT SERVICES FOR EXPRESSLANES OPERATIONS AND PLANNING **2023-0619**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

A. AWARD a seven-year firm fixed price Contract No. PS100159000 to HNTB Corporation in the amount of $23,987,498 for consultant support services for ExpressLanes Operations and Planning, subject to resolution of any properly submitted protest(s) if any, and;

B. EXECUTE individual contract modifications within the Board approved contract modification authority.

18. SUBJECT: PURCHASE OF ELECTRIC VEHICLE (EV) CROSSOVERS **2023-0736**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a firm fixed price contract under IFB No. DR113478 with Elite Auto Network, the lowest responsive and responsible bidder for 21 Toyota bZ4X Electric Vehicles (EV) Crossovers for a total of $1,305,792.28 inclusive of sales tax, subject to the resolution of any properly submitted protest(s), if any.

19. SUBJECT: FIRE ALARM AND SUPPRESSION SYSTEM PROJECT **2023-0748**

ESTABLISHED a Life of Project (LOP) Budget of $19,000,000 for the Metro B, D, A Lines, and Division 20 Fire Alarm and Suppression System Project.

20. SUBJECT: P3010 LIGHT RAIL VEHICLE COMPONENT OVERHAUL BATTERY KITS **2023-0758**

APPROVED ON CONSENT CALENDAR BY TWO-THIRDS VOTE OF THE BOARD:

A. AUTHORIZING the Chief Executive Officer to award a 24-month indefinite quantity/indefinite delivery Contract No MA101202000 to Saft America Inc. for the purchase of 235 P3010 Battery Kits for a not-to-exceed amount of $3,513,278 subject to the resolution of any properly submitted protest(s), if any; and

B. FINDING that there is only a single source of procurement for the item(s) set forth in Recommendation A above and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use, as defined under Public Utilities Code Section 130237.

21. SUBJECT: MEMBERSHIP ON METRO'S SAN GABRIEL VALLEY SERVICE COUNCIL **2024-0049**

APPROVED ON CONSENT CALENDAR nominee for membership on Metro's San Gabriel Valley Service Council.

22. SUBJECT: A650 HEAVY RAIL VEHICLE (HRV) REFURBISHMENT **2023-0495**

APPROVED ON CONSENT CALENDAR:

A. the Chief Executive Officer to award a fixed price contract, Contract No. A650-2022 to Woojin IS America for the refurbishment of 74 heavy rail vehicles (HRVs), in the amount of $213,587,543 for 70 base HRVs ($201,221,103), and exercise one contract option for an additional 4 HRVs ($12,366,440), totaling 74 HRVs; subject to the resolution of any properly submitted protest(s); and

B. APPROVING the Life of Project (LOP) budget of $264,662,611.20.

26. SUBJECT: CLOSED SESSION **2024-0127**

A. Conference with Legal Counsel - Existing Litigation - G.C. 54956.9(d)(1)
1.Edgar Cruz v. LACMTA, LASC Case No. 20STCV39995

APPROVED settlement in the amount of $800,000.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	A	Y	A	Y	Y	Y	Y	Y	Y	Y	Y	Y

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2.Alan Lloyd v. LACMTA, LASC Case No. 19STCV01579

APPROVED settlement in the amount of $625,000.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	A	Y	A	Y	Y	Y	Y	Y	Y	Y	Y	Y

3.Patricia Villalpando v. LACMTA, LASC Case No. 18STCV09580

APPROVED settlement in the amount of $310,000.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	A	Y	A	Y	Y	Y	Y	Y	Y	Y	Y	Y

B. Conference with Legal Counsel - Anticipated Litigation - G.C. 54956.9(d)(4)
Initiation of Litigation (One case)

NO REPORT.

C. Conference with Real Estate Negotiator - Government Code 54956.8
Property: 5055 Wilshire Boulevard, Suite 400, Los Angeles, CA
Agency Negotiator: John Black
Negotiating Party: DSG Wilshire, LLC
Under Negotiations: Price and Terms

NO REPORT.

D. Public Employee Performance Evaluation – Government Code Section 54957(b)(1)
Title: Chief Executive Officer, Board Clerk, General Counsel, Inspector General, Chief Ethics Officer

CARRIED OVER to the March Regular Board Meeting.

ADJOURNED AT 3:00 P.M.

Prepared by: Jennifer Avelar
Sr. Administrative Analyst, Board Administration

Collette Langston, Board Clerk