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May 1, 1997



Los Angeles County  
Metropolitan  
Transportation  
Authority

TO: BOARD OF DIRECTORS

*Linda Bohlinger*

FROM: LINDA BOHLINGER, INTERIM CHIEF EXECUTIVE OFFICER

SUBJECT: APPROVE THE MASTER COOPERATIVE AGREEMENT,  
AMENDMENT NO. 1 WITH THE COUNTY OF LOS ANGELES  
FOR METRO RED LINE, EAST SIDE EXTENSION PROJECT

One Gateway Plaza  
Los Angeles, CA  
90012

**RECOMMENDATION**

Approve the Master Cooperative Agreement negotiated with the County of Los Angeles for the Metro Red Line, East Side Extension Project in an amount not to exceed \$750,000.

213.922.6000

Mailing Address:  
P.O. Box 194

Within Construction Committee authority  YES  NO

Los Angeles, CA 90053

**ORGANIZATIONAL IMPACT**

Approval will permit staff to compensate the County of Los Angeles for services related to this project.

**BUDGET IMPACT**

The Master Cooperative Agreement is anticipated not to exceed \$750,000 for preliminary and final engineering design reviews, permits, and construction services.

Funds for this action are within the Board approved budget of \$750,000.

Potential for Cost Recovery  YES\*  NO

\*Limited to Cost of Betterments

**ALTERNATIVES CONSIDERED**

The Board has the option to open the Utility Cooperative Agreement to re-negotiation of all issues in said Agreement, which will cause delays to project schedules and similar increases to the budget.

## **BACKGROUND**

This Third Party Work Order specifies the procedures which the MTA and the County of Los Angeles will follow to: (a) identify facilities for rearrangement; (b) plan and design the rearrangement; and (c) affect the rearrangements of these facilities in order for the MTA to construct the Metro Red Line East Side Extension Project. It further specifies the manner in which the County of Los Angeles will be reimbursed for costs of such activities. The MTA and the County of Los Angeles agree that each will cooperate with the other in all activities covered by this Cooperative Agreement. Per the MTA Board's request, the PMO, Gannett-Fleming, has completed their review of this agreement. A summary of the PMO's report will be sent out under separate cover. (see attached)

The anticipated expenditure should not exceed \$750,000.

The breakdown is anticipated as follows:

1. Provide preliminary and final design review and engineering services: \$300,000
2. Construction support services: \$300,000
3. Relocation/rearrangement of facilities: \$100,000
4. Encroachment Permits: \$50,000

Work performed by the County of Los Angeles under this Master Cooperative Agreement shall be per the work orders to be issued by the MTA. This Master Cooperative Agreement is modeled after our standard agreement.

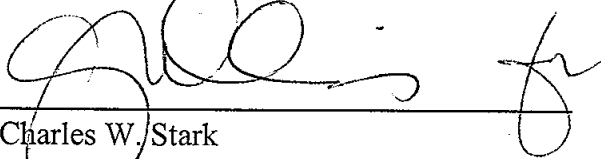
## **DBE PARTICIPATION**

There is no requirement for DBE participation for this Agreement.

## **ATTACHMENTS**

- Attachment No. 1 - Amendment No. 1 - Utility Cooperative Agreement
- Attachment No. 2 - Delegation of Authority Table

Prepared by: Michael F. Loller, Third Party Coordinator  
Alfonso Rodriguez, Deputy Executive Officer, Construction  
Metro Red Line Segment 3 - East Side Extension Project

  
\_\_\_\_\_  
Charles W. Stark  
Interim Executive Officer, Construction

Date: \_\_\_\_\_

**MASTER COOPERATIVE AGREEMENT  
AMENDMENT NO. 1**

The LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY, hereinafter referred to as "AUTHORITY", and the COUNTY OF LOS ANGELES and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, hereinafter referred to collectively as "COUNTY", hereby agree that all the terms and provisions of the Master Cooperative Agreement dated November 28, 1984, between the parties shall apply, except that:

- A. All references to the Southern California Rapid Transit District (District) shall mean AUTHORITY.
- B. Section 1.2(K) is amended by adding the following:

The "Project" shall be deemed to include, but not be limited to, the "Metro Red Line Eastside Extension Project" which is generally defined as the rail transit system between Union Station in the City of Los Angeles and the intersection of Whittier Boulevard and Atlantic Avenue in the unincorporated area of East Los Angeles, approximately 7 miles long, that follows the routes shown on Exhibit A, attached hereto, and which AUTHORITY proposes to construct for public transportation purposes.

C. Section 13.1 is amended by adding the following:

Audits generally will be conducted in accordance with the provisions of the Federal Acquisition Regulations (FAR) Part 52.214-2. An audit will include, but not be limited to, the right to visually examine, record (i.e., take pictures of materials or facilities), and photocopy any necessary documents, files or download computer records, at the AUTHORITY'S/COUNTY'S reasonable expense, and retain the photo copied or downloaded documents/data.

The COUNTY shall keep and ensure that any of its sub-contractors and/or sub-consultants keep all detailed accounts, records, bills and receipts relating to payments received, made, expected to be received or expenses incurred, for a period of four (4) years from the date of the completion of the rearrangement.

D. Notification to each party shall be as follows:

To AUTHORITY:

Los Angeles County Metropolitan  
Transportation Authority  
818 West Seventh Street  
Los Angeles, California 90017  
Charles W. Stark  
Deputy Executive Officer, Construction

To COUNTY:

County of Los Angeles  
Programs Development Division  
Transit Operations Section  
P.O. Box 1460  
Alhambra, California 91802-1460  
Mr. Hector Bordas  
Transportation Manager

IN WITNESS WHEREOF, the parties hereto have cause this Amendment to be executed by their respective officers, duly authorized, by the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY on \_\_\_\_\_, 1995 and by the COUNTY OF LOS ANGELES and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (COLLECTIVE COUNTY) on NOV 19, 1996.

COUNTY OF LOS ANGELES

By *Alana Alana*  
~~Chair, Board of Supervisors~~  
PRO TEM MAYOR, County of Los Angeles.

ATTEST:

JOANNE STURGES  
Executive Officer-Clerk of LOS ANGELES COUNTY  
the Board of Supervisors FLOOD CONTROL DISTRICT



By *Jannette M. Smith*  
Deputy

By *Alana Alana*  
~~Chair, Board of Supervisors~~  
PRO TEM MAYOR, County of Los Angeles.

APPROVED AS TO FORM:

DE WITT W. CLINTON  
County Counsel

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By *Dave Michelson*

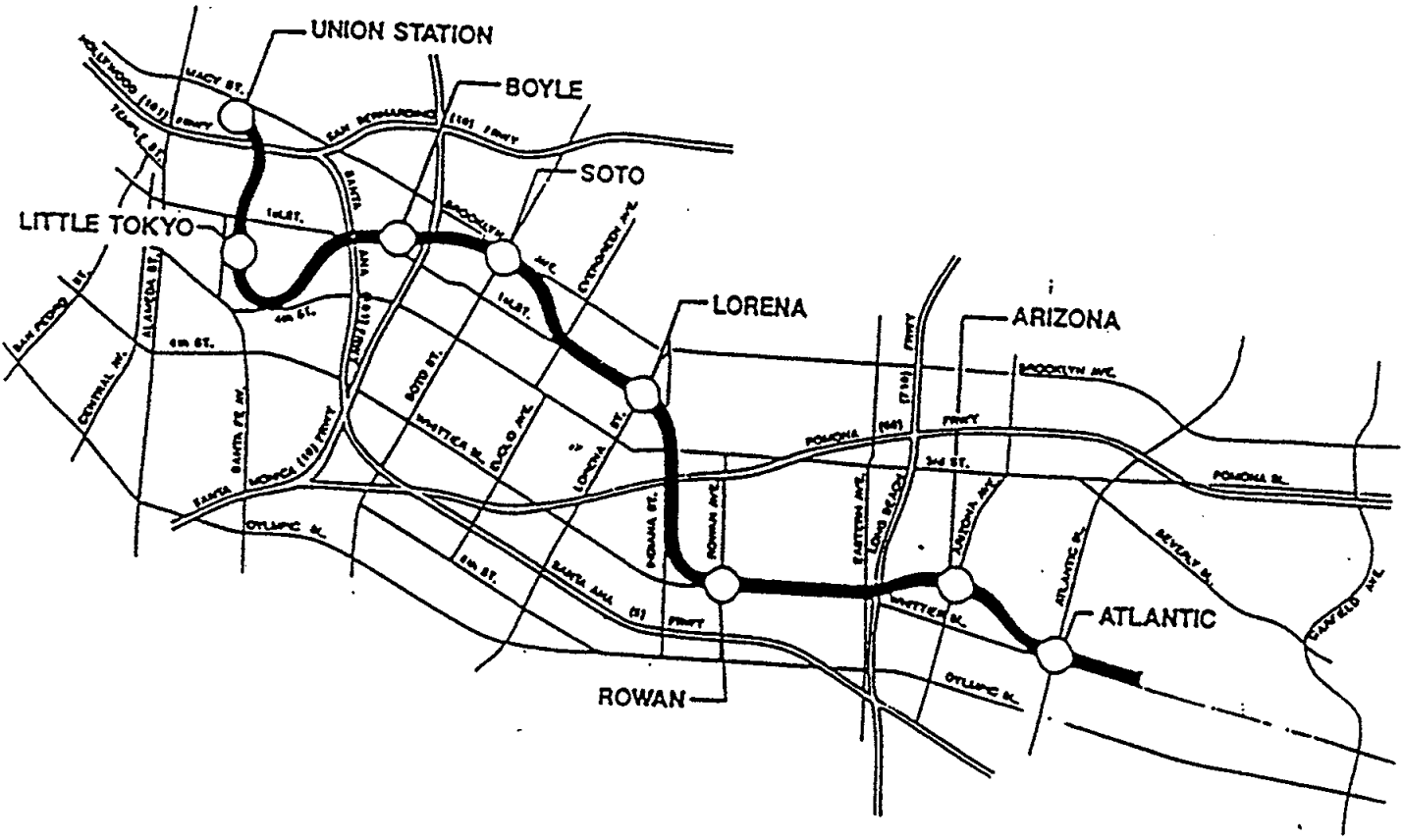
By \_\_\_\_\_

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

*Joanne Sturges*  
JOANNE STURGES  
EXECUTIVE OFFICER

EXHIBIT A

**M** METRO RED LINE - EAST SIDE EXTENSION



ATTACHMENT NO. 2

Contract Number	Third Party Agency	Original Value	Value of Committee Changes To Date	Value of Current Change	Cumulative Value of Changes Approved By Committee
F208-800084	County of Los Angeles	\$750,000	0	0	0






May 14, 1997

Los Angeles County  
Metropolitan  
Transportation  
Authority

One Gateway Plaza  
Los Angeles, CA  
90012

213.922.6000

**TO: BOARD OF DIRECTORS**

**FROM: FRANK CARDENAS**   
**CHIEF OF STAFF**

**SUBJECT: PROJECT MANAGEMENT OVERSIGHT (PMO)  
REVIEW OF THIRD PARTY AGREEMENT  
WITH COUNTY OF LOS ANGELES**

Attached is a review prepared by the PMO consultant, Gannett Fleming, of the Third Party Agreement entitled:

- PMO Review of the *Master Cooperative Agreement #1 with the County of Los Angeles for the Metro Red Line East Side Extension Project*,

This review was conducted in response to direction given at the April Board Meeting. Staff responses have been included in the right-hand margin. In the case of this agreement, the PMO has recommended approval by the Board.

Prepared by:  
David Mieger, PMO Project Manager

**PMO REVIEW  
MASTER COOPERATIVE AGREEMENT  
AMENDMENT No. 1  
with the  
COUNTY OF LOS ANGELES  
for the  
METRO RED LINE EAST SIDE EXTENSION PROJECT**

**INTRODUCTION**

This report is based on a reading of the current Master Cooperative Agreement with the County of Los Angeles, dated November 28, 1984, and the draft Amendment No. 1, as provided by MTA staff in April, 1997, with no background research on the causation of the conditions being presented in the form of the Agreement. It is recognized that considerable negotiation and compromise preceded the formation of the agreement.

This agreement covers cooperation between MTA and the County in rearrangement of facilities made necessary by construction of the Metro Red Line East Side Extension Project. Amendment No. 1 makes no substantial change except to substantially clarify audit provisions of the original agreement. Accordingly, the focus of this report is on the original agreement itself.

**REVIEW COMMENTS**

The agreement provides for limited assistance from the County in three specific areas; transportation engineering, security planning and Chief Medical Examiner - Coroner. ¶1.1 indicates that the County will "assist" in these areas "within its funding constraints", although there is no specificity in the amount the County will contribute to the costs of these three functions. Such specificity could be negotiated as part of specific Work Orders. In general, it would be reasonable for the County to absorb their own staff costs, particularly for County staff whose responsibility is to coordinate with other agencies on work of this nature. If this is inconsistent with current practice, this might be grounds for future negotiations between MTA and the County.

*Staff Comment:* Section 30361 of the California Public Utilities Code requires the MTA to pay for actual costs incurred. This has long been interpreted to include direct and indirect costs which would include a coordinator.

PMO Review of Master Cooperative Agreement,  
Amendment No. 1  
County of Los Angeles  
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The agreement contains language which could be misinterpreted. For instance, the terms "Betterment" and "County Projects" could be defined with greater clarity. This lack of specificity, however, may reflect the negotiations and legal reviews which led up to the agreement. It is also offset by thirteen years of experience in interpreting the agreement. This PMO review did not include a study of this past experience.

**CONCLUSION**

With the exception of the above comments, the PMO identified no significant concerns regarding the agreement. Recognizing the very limited nature of its review, the PMO recommends approval by the Board.

PREPARED BY:      Ralph Bolles - Abratique & Associates  
                             David G. Leverenz - Gannett Fleming, Inc.

Z:R970512.DGL

*Staff Comment:* Yes, the language could possibly be tightened up. However, the nature of the work is to "protect in place," there are no plans to rearrange any County facility. For the next phase of work (First/Lorena to Whittier/Atlantic), the agreement needs to expand to cover a wider range of County Departments. It is expected that the "Master Cooperative Agreement" will be re-negotiated when those specifics become better known.