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Los Angeles County
Metropolitan
Transportation
Authority

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May 27, 1997

TO: BOARD OF DIRECTORS
FROM: LINDA BOHLINGER,
INTERIM CHIEF EXECUTIVE OFFICER
SUBJECT: APPROVAL TO EXECUTE A MEMORANDUM OF
UNDERSTANDING WITH SCRRRA FOR MTA OWNED
RIGHTS-OF-WAY MAINTENANCE

RECOMMENDATION

Consider the Interim Chief Executive Officer's report containing a recommendation for the Board to authorize staff to execute the attached Memorandum of Understanding (MOU) with the Southern California Regional Rail Authority (SCRRA) to maintain portions of the rights-of-way (ROWS) which are more than 20 feet from the center line of tracks operated by SCRRA and owned or controlled by the MTA for an amount not to exceed \$510,000 per year.

ORGANIZATIONAL IMPACT

This action will allow rail properties that are owned or controlled by MTA to be kept free of vegetation, trash and debris in compliance with local municipal ordinances.

BUDGET IMPACT

Funds for this action are available within the FY 1998 Capital Planning Budget under Commuter Rail Subsidies.

ALTERNATIVES CONSIDERED

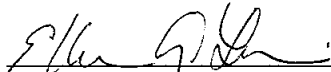
One alternative considered is for the MTA to provide the needed maintenance services on its portion of the ROWs. This is not recommended since the MTA would have to hire additional personnel as well as use the support of SCRRA maintenance personnel. Since the SCRRA operates the ROWs and maintains the central portion of the ROWs, it is more cost effective for the MTA to have them maintain the remaining portions of the ROW and reimburse them for the cost.

BACKGROUND

The MTA owns approximately 165 miles of rail ROWs which are operated by SCRRA as commuter rail lines. The ROWs require regular maintenance services such as weed abatement, tree and shrubbery pruning, trash and debris removal, fencing repairs and installation, and the posting of signs where needed. SCRRA is responsible to maintain the central part of the ROWs, which is defined as that area within 20 feet from the center line on either side of the tracks. Maintenance of those portions of the ROWs which are more than 20 feet from the center line is the MTA's responsibility, and SCRRA will maintain this portion of the ROWs if MTA provides funding for it. Vegetation control and trash removal on ROWs are necessary to comply with local municipal codes, to reduce fire hazard and to mitigate complaints from adjacent property owners.

SCRRA began the maintenance of the ROW portions that are beyond 20 feet from the center line as of October 1994 under an authorization by the MTA's Real Estate Department. Payment for the maintenance services was made by cash transfer arrangement from the MTA to SCRRA accounts. In November 1996, an offset arrangement was agreed to between the two agencies whereby ROW maintenance services provided by SCRRA for the MTA was offset by administrative support services provided by the MTA for SCRRA. Beginning with FY 1998, the MTA agreed to implement appropriate accounting and budget procedures to accommodate an invoicing process between the two agencies for administrative support services provided by the MTA and for ROW maintenance services provided by SCRRA. The attached MOU will form the basis by which the MTA funds the maintenance by SCRRA of those portions of the ROWs which are beyond 20 feet from the center line. The responsibilities of both agencies relative to this work are covered in the MOU.

Prepared by: Hussein Farah, Acting Facilities Maintenance Manager



Ellen G. Levine
Executive Officer
Transit Operations

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
AND
THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY**

This Memorandum of Understanding ("MOU") is made and entered into as of _____, 1997 by the Southern California Regional Rail Authority ("SCRRA"), a joint powers agency, and the Los Angeles County Metropolitan Transportation Authority ("MTA").

RECITALS:

1. MTA has requested that SCRRA handle plan review, weed abatement, fence repair, debris removal, graffiti control and other property maintenance issues ("WORK"), as more particularly described in Exhibit "A", on that portion of the right-of-way which is more than 20 feet from the centerline of tracks(s) on SCRRA-maintained railroad rights-of-way owned or controlled by MTA in Los Angeles County, as identified in Exhibit "B" ("SCRRA-Maintained Rights-of-Way/Map") and Exhibit "B-1" ("SCRRA-Maintained Rights-of-Way/List"). SCRRA shall remain responsible at its sole cost for ordinary track maintenance which includes, without limitation, the control of vegetation within the central part of the operating right-of-way. The central part of the operating right-of-way is defined as that area within 20 feet from the centerline on either side of the track.
2. SCRRA is funded primarily by five member agencies, and the WORK indicated above does not fall within SCRRA budget allocations. Accordingly, it is necessary to secure funding for the WORK separately.
3. The MTA will fund the WORK on the terms and conditions contained herein.

NOW, THEREFORE, SCRRA and MTA agree to the following:

AGREEMENT:

1. SCRRA may receive requests for WORK to be performed within SCRRA-maintained right-of-way from MTA Facilities and Maintenance staff, or directly from third parties, such as concerned citizens, or elected or appointed officials, or may act upon conditions observed during track inspections by SCRRA maintenance personnel. MTA and SCRRA estimate that the cost of the WORK will not exceed \$42,500 per month. SCRRA shall notify MTA if the accumulated costs of SCRRA's WORK reach 100% of the estimated monthly cost, based upon invoices received. SCRRA may perform the WORK until the accumulated costs reach 150% of the estimated monthly cost (\$63,750), based on invoices received, unless otherwise agreed to by

SCRRA and MTA, provided that the annual amount paid by MTA to SCRRA does not exceed \$510,000. Remaining WORK over the monthly total of \$63,750 shall be prioritized by SCRRA, with MTA concurrence, for completion in following months. MTA shall be responsible for all authorized costs incurred by SCRRA.

2. SCRRA may use, at its discretion, existing contractors or establish new contracts through its bid/proposal process to perform the WORK.
3. SCRRA shall be provided 30 days advance notice to schedule the WORK and materials; however, if a request/citation from a public official specifies a certain time period to complete the work, SCRRA shall use its best efforts to complete the work within the specified time period.

4. PAYMENT

The MTA shall remit to SCRRA the estimated quarterly costs, based on estimated monthly costs of \$42,500, in advance, at the beginning of each quarter. The advance is due on the first business day of each quarter. SCRRA shall provide MTA with quarterly reports in a form acceptable to the MTA. SCRRA will furnish supporting documentation, including "Before" and "After" photos. At the end of each fiscal year, SCRRA shall reconcile its accounts. If there is a negative balance, MTA shall pay that amount due. Any positive balance shall be applied to the next year's first quarter estimated payment.

5. RECORD AND AUDIT

For at least three years from the completion of the WORK, SCRRA shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the WORK, in accordance with its policies, procedures, maintenance contract requirements and generally accepted accounting practices. Upon reasonable advance written notice, the MTA or its representatives shall have the right to examine any SCRRA books, records, accounts and other documents directly pertaining to costs when such costs are the basis of a claim or of payment to SCRRA.

6. TERM

The term of this agreement shall be effective from the date provided above and can be terminated by either party with 30 days advance written notice. Upon termination, SCRRA will refund any unused, previously advanced funds provided by MTA. MTA shall pay any negative balance to SCRRA.

7. INDEMNITY AND INSURANCE REQUIREMENTS

The WORK shall be performed under the provisions of SCRRA's current and future right-of-way maintenance contracts (currently Contract No. MS080) and SCRRA's current and future track and structures maintenance contracts (currently Contract No. MS073), and SCRRA shall ensure that MTA shall be fully indemnified and insured to the same level as SCRRA by the contractor under those contracts. In addition, SCRRA shall ensure that its contractor adds MTA as a named additional insured to such insurance.

8. MISCELLANEOUS PROVISIONS

- a. Notice. Any notice, demand or documents which any party is required or may desire to give or deliver to the other shall be in writing and may be personally delivered or given by United States mail, certified, return receipt requested, postage prepaid and addressed as follows: (to MTA): Los Angeles County Metropolitan Transportation Authority, P.O. Box 194, Los Angeles, CA 90053, Attn: Mr. Hussein Farah; and (to SCRRA): Southern California Regional Rail Authority, P.O. Box 86425, Los Angeles, CA 90086-0425, Attn: Mr. Bruce Ferguson; subject to the right of either party to designate a different address by notice similarly given.
- b. Amendments. No variation, modification, change or amendment of this Agreement shall be binding upon either party unless such variation, modification, change or amendment is in writing and duly authorized and executed by both parties. This Agreement shall not be amended or modified by oral agreements or understandings between the parties or by any acts or conduct of the parties.
- c. Assignment. Neither party shall assign this agreement or any of such party's interest, rights or obligations under this Agreement without the prior written consent of the other party.
- d. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS HEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
Richard Stanger
Executive Director

By: _____

Date: _____

Date: _____

EXHIBIT "A"
"WORK"
(SCOPE OF SERVICES)

WORK to be performed on an as-needed or as-directed basis:

1. Removal of vegetation through mechanical or manual methods, and disposal of material.
2. Cleanup of debris and trash, and disposal of material.
3. Control of graffiti through painting or cleaning.
4. Installation, maintenance and relocation of signs.
5. Maintenance of drainage channels and associated embankments.
6. Installation, replacement and repair of fences.
7. Maintenance of structures, including general repairs of handrails and areas which have erosion protection measures, as well as emergency restoration of facilities, and cleanup of a building, including janitorial service, and removal of silt or sand from drainage channels on structures.
8. Carry out material handling as required, including unloading, loading, transport, sorting, storage or inventory of material.
9. Additional activities consistent with maintenance of SCRRA's railroad operating property.

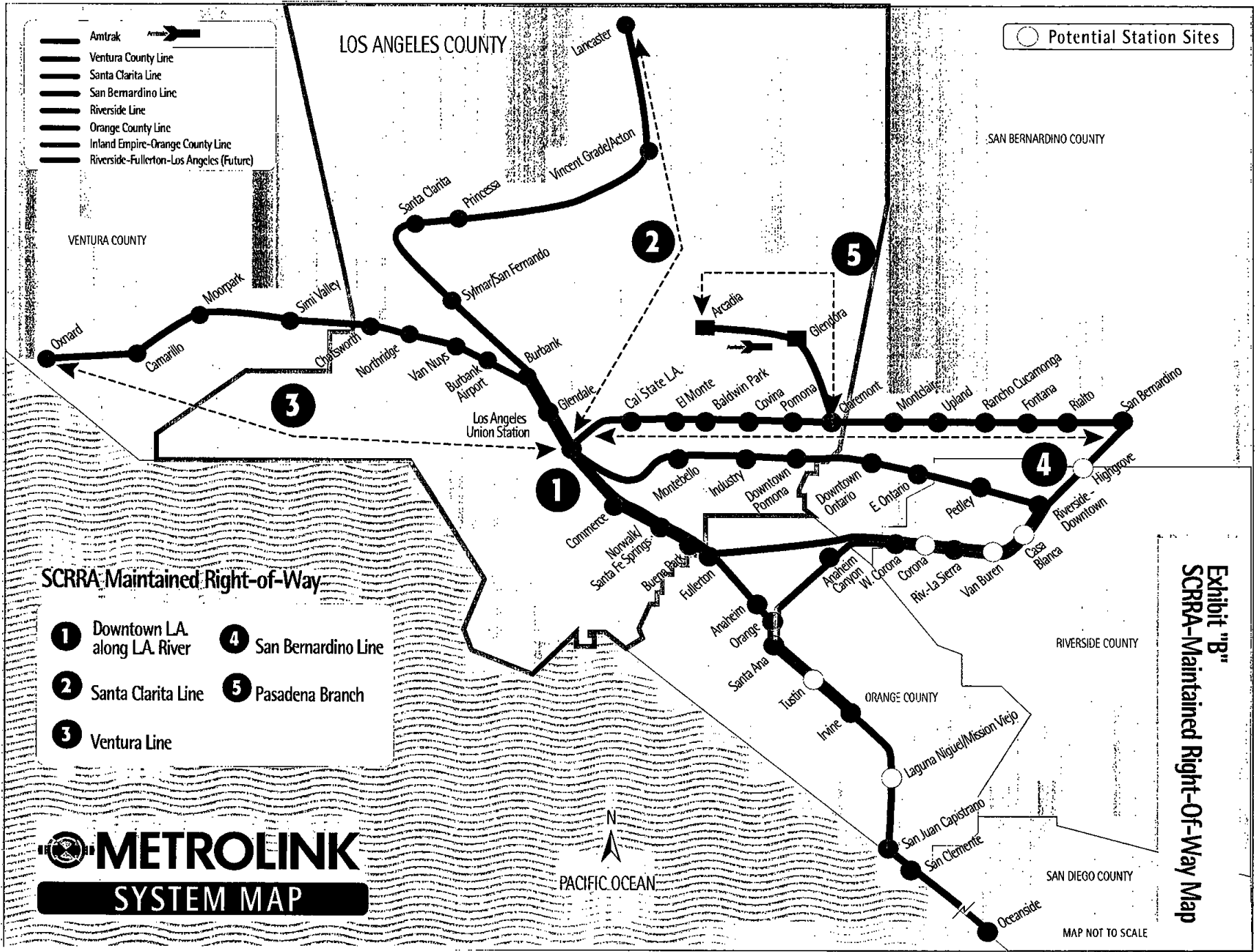


EXHIBIT "B-1"

SCRRA-MAINTAINED RIGHT-OF-WAY/LIST

Railroad Rights-of-Way in Los Angeles County

Operated and Maintained by Southern California Regional Rail Authority

(SCRRA is the "track owner" under Federal Railroad Administration Regulations)

1. Downtown Los Angeles along Los Angeles River:

River subdivision, East Bank line, between CP Taylor (SPT Taylor Yard) and Soto Street Junction (Soto Street underpass south of Olympic Blvd, near Sears - East Los Angeles). 5.8 miles long.

River subdivision, West Bank line, between CP Dayton (under the I-5 Elysian Overhead at Riverside Drive and San Fernando Road) and Redondo Junction (north of Washington Blvd bridge over the Los Angeles River). 4.6 miles long.

Terminal lead, between Taylor Jct and the end of the LAUPT leads. 1.3 miles long.

2. Santa Clarita line:

Valley subdivision main line, between CP Taylor, through north San Fernando Valley, Newhall, Saugus, Soledad Canyon, to Palmdale Junction in Palmdale (between Avenues "R" and "S"); and, Metrolink track between Palmdale Junction and Lancaster, in dual SCRRA - SPT main line right-of-way (to Lancaster station between Avenue "J" and Lancaster Blvd). 73.1 miles long.

3. Ventura line:

Southern Pacific Coast main line (including MTA 40 foot strip), between Burbank Junction (Valley line - Coast line - Burbank branch junction in Burbank), through North Hollywood, Van Nuys, and Chatsworth to the Los Angeles County - Ventura County border line (Tunnel 26 between Chatsworth and Santa Susana). 36.2 miles long in Los Angeles County.

4. San Bernardino line:

San Gabriel subdivision main line, between Pasadena Junction (on east bank of Los Angeles River south of the Main Street grade crossing), and the Claremont - Montclair border (Los Angeles County - San Bernardino County border line); including MTA's 40-foot strip in SCRRA - SPT dual right-of-way through El Monte. 25.1 miles long in Los Angeles County (excluding I-10 "State Street" portion).

5. Pasadena branch:

Pasadena subdivision branch line (no Metrolink commuter operations), between CP Cambridge (junction with San Gabriel subdivision near Cambridge Avenue in Claremont), and end-of-line near Santa Anita Avenue and Colorado Blvd. in Arcadia). 18.8 miles long.

Total right-of-way mileage: 165 miles

EXHIBIT "C"

GLOSSARY OF TERMS

- SCRRA Southern California Regional Rail Authority, which is a separate joint powers entity comprised of the following agencies:
1. Los Angeles County Metropolitan Transportation Authority (MTA)
 2. Orange County Transportation Authority (OCTA)
 3. Riverside County Transportation Commission (RCTC)
 4. San Bernardino Associated Governments (SANBAG)
 5. Ventura County Transportation Commission (VCTC)