



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 06, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

48 May 6, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**VINCENT GRADE/ACTON METROLINK STATION
MEMORANDUM OF UNDERSTANDING FOR
SECOND PLATFORM EXPANSION WORK
AND CONTINUING MAINTENANCE OF IMPROVED STATION
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to approve a new Memorandum of Understanding between the County of Los Angeles and the Southern California Regional Rail Authority to assign responsibilities for the design, construction, and maintenance of the Vincent Grade/Acton Metrolink Station during and following construction of a second platform, superseding the existing 1999 Memorandum of Understanding.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Vincent Grade/Acton Metrolink Station Memorandum of Understanding is statutorily exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and in the record of the project, superseding the existing 1999 Memorandum of Understanding.
2. Approve and authorize the Director of Public Works or her designee to execute a new Memorandum of Understanding with the Southern California Regional Rail Authority for design and construction of a second platform at the Vincent Grade/Acton Metrolink Station and maintenance of the improved station.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Director of Public Works or her designee to enter into a Memorandum of Understanding (MOU) with the Southern California Regional Rail Authority (SCRRA) for the design and construction of the second platform at the Vincent Grade/Acton Metrolink Station and maintenance of the improved station. The County currently maintains the existing station and will continue to maintain the expanded station after construction is completed by SCRRA.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3) by providing transit service to improve the mobility of the public.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The design and construction of the second platform and related improvements are entirely funded by SCRRA and the Los Angeles County Metropolitan Transportation Authority.

It is expected that the addition of a second platform will increase the maintenance costs of the improved Vincent Grade/Acton Metrolink Station by up to \$35,000 annually. The necessary funds for maintenance and security at the station are available in the Fifth Supervisorial District's Proposition A Local Return Transit Program included in the Fiscal Year 2014-15 Transit Enterprise Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

An MOU similar to the enclosed will be approved, as to form, by County Counsel prior to execution by the Director or her designee.

On June 21, 1999, the Board approved an MOU between the County and SCRRA governing the design and construction of the existing station. Under the terms of the 1999 MOU, the County performed the design, construction, and maintenance of the existing station; and SCRRA installed and maintained the ticket vending equipment. Constructing the existing station was completed in May 2000.

Under the terms of this MOU, which supersedes the 1999 MOU, SCRRA will design and install Americans with Disabilities Act compliant ramps and construct a second platform with lighting fixtures and passenger shelters. SCRRA will also extend the track siding and install and provide ongoing operation and maintenance for the at-grade pedestrian crossing and ticketing equipment. The County will provide all other required maintenance of the improved Vincent Grade/Acton Metrolink Station that will include both station platforms.

ENVIRONMENTAL DOCUMENTATION

The proposed project is statutorily exempt from the California Environmental Quality Act pursuant to Section 21080(b)(10) of the Public Resources Code and Section 15275(a) of the California Environmental Quality Act Guidelines.

The Honorable Board of Supervisors

5/6/2014

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Upon the Board's approval of the project, Public Works will file a Notice of Exemption form with the Registrar-Recorder/County Clerk in accordance with Section 15062 of the California Environmental Quality Act Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will have no impact on current services or projects administered by the Department of Public Works.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Programs Development Division.

Respectfully submitted,



GAIL FARBER

Director

GF:JTW:mw

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

**MEMORANDUM OF UNDERSTANDING
FOR SECOND PLATFORM EXPANSION WORK
VINCENT GRADE/ACTON METROLINK STATION**

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____ 2014, by and between the County of Los Angeles, a political subdivision of the State of California (“County”), and the Southern California Regional Rail Authority, a joint powers authority existing under the laws of the State of California (“SCRRA”), both agencies referred to collectively and herein as “Parties”.

RECITALS

1. County and SCRRA entered into a Memorandum of Understanding dated June 21, 1999, (“Original Agreement”) that defined the terms and conditions for the Vincent Grade/Acton Metrolink Station. The current station is located at mile post 61.40 (730 West Sierra Highway in the unincorporated area of the County) (“Existing Station”). The Existing Station includes a 600-foot platform on the west side of the tracks, structures to shelter passengers and station facilities, lighting of the platform, parking lot, and an office and restroom for station security personnel. The architecture of the Existing Station is based on a 19th Century frontier Southwestern town, reflecting the history and culture of the Vincent Grade/Acton area.
2. The Los Angeles County Metropolitan Transportation Authority (“Metro”) and SCRRA executed a Funding Agreement on October 25, 2013 for the Vincent Grade/Acton Station Second Platform & Vincent Siding Extension Project (“Project”). The Project will consist of an extension of the existing Vincent Siding by approximately 4,000 feet, realignment of the adjacent siding track to a tangential alignment adjacent to the proposed platform, replacement of the existing mini-high platform ramp on the Existing Station, installation of a new station (“New Station”) which includes a 600-foot second platform directly across from the Existing Station, installation of a mini-high platform ramp compliant with the Americans with Disabilities Act (ADA), one ticket vending machine, foundations for a future ticket vending machine, three passenger shelters, installation of one new pedestrian at-grade crossing connecting the south ends of the platforms at the Existing Station and the New Station and installation of railroad signals, signs and fencing. The architecture of the New Station will reflect a 19th Century frontier Southwestern town consistent with the Existing Station.
3. The design and construction of the Project will be performed by SCRRA.

AGREEMENT

In consideration of the promises and mutual understandings of the parties hereto, County and SCRRA agree as follows:

ARTICLE 1.0 – DESIGN

- 1.01 SCRRA shall design and build the Project with funding provided by Metro. The Project will be designed as per SCRRA standards and requirements and meet all requirements mandated by local, State and Federal requirements.
- 1.02 SCRRA shall provide at 30% Design and 90% Design stages, design documents to County for review and approval of the items associated with the Project prior to SCRRA's invitation for bids.

ARTICLE 2.0 – CONSTRUCTION

- 2.01 SCRRA shall construct the Project as per SCRRA requirements.
- 2.02 SCRRA shall provide the County with the construction schedule prior to initiation of the work which sets forth the starting and finishing dates for the construction of the Project.
- 2.03 When SCRRA determines that its work on the Project is fully completed, SCRRA shall give a written notice of completion to the County.
- 2.05 At no cost to SCRRA, the County hereby grants SCRRA, its contractor's and subcontractor's employees, agents and representatives, a temporary right of entry over County-owned property necessary for the construction of Project. This right of entry shall terminate upon completion of construction of the Project. SCRRA shall execute a Temporary Right of Entry agreement (SCRRA Form No. 6) with the contractor and include County in the insurance for the coverage described in the SCRRA Form No. 6.
- 2.06 The County and SCRRA shall conduct a joint inspection of SCRRA performed work on the Project within thirty days after SCRRA sends a notice of completion of SCRRA's work. Both parties agree to issue final acceptance of the Project work within thirty days after:
 - (a) The joint inspection,
 - (b) If necessary corrective actions are noted during the joint inspection, final acceptance will be issued within thirty days after corrections are completed to both Parties satisfaction,

After final acceptance of the work, responsibilities for the operation and maintenance of the Station (the Existing Station and the New Station being referred to herein collectively

as the “Station”) shall be divided between the County and SCRRA as described in Article 3.0.

ARTICLE 3.0 – MAINTENANCE OF THE VINCENT GRADE/ACTON METROLINK STATION

3.01 County, at County’s sole expense, shall perform all necessary maintenance and clean-up of the Station and the following portions of the Project:

The Existing Station

- (a) A 600-foot platform on the compass west side,
- (b) Structures to shelter passengers and station facilities,
- (c) Lighting of the platform and shelters,
- (d) Parking lot,
- (e) An office and restroom for station security personnel,
- (f) Mini-high platform ramp compliant with the ADA which replaces existing mini-high platform ramp on the existing platform to be constructed as part of Project,
- (g) Ramp leading to the pedestrian at-grade crossing from the south end of the existing platform to be constructed as part of Project.

The New Station (components of the Project)

- (a) 600-foot platform directly across and to the east of the Existing Station, including lights and light standards, station directional/informational signs, fixtures, and trash receptacles,
- (b) Mini-high platform ramp compliant with the ADA,
- (c) Passenger shelters,
- (d) Ramp leading to the pedestrian at-grade crossing from the south end of the platform.

3.02 SCRRA, at SCRRA’s sole expense, shall perform all necessary maintenance and clean-up of the following areas:

- (a) All railroad tracks, including the extension of the existing Vincent Siding by approximately 4,000 feet,
- (b) Customer Information System (CIS) equipment at the Station,
- (c) Ticket vending machines at the Station, and
- (d) New Pedestrian at-grade crossing.

3.03 County shall perform maintenance and clean up of the Station as follows:

- (a) Maintaining, repairing, sweeping, cleaning, and resurfacing all Station parking and platform areas,

- (b) Maintaining, repairing, and cleaning all Station light standards, rain/sun shelters, direction/informational signs, and other Station improvements and fixtures,
- (c) Maintaining, repairing, and replacing Station lighting,
- (d) Removing all graffiti from the Station and Station improvements,
- (e) Keeping the Station weed-free
- (f) Removing all trash and litter from the Station, and
- (g) Adequately watering, feeding and pruning all planted/landscaped areas.

County's maintenance responsibility shall be performed on "as-needed" basis, so as to keep the Station and related improvements in good order, condition, and repair, at all times. The County is not responsible for maintenance of the CIS and ticket vending equipment or for maintenance in the track area and the new at-grade pedestrian crossing.

- 3.04 SCRRA, at SCRRA's sole expense, shall maintain, repair, and renew the railroad warning devices including pedestrian warning devices, emergency exit swing gates, detectible warning tactile strips, striping between the warning devices and channelization devices for pedestrians (fencing and hand railing).
- 3.05 SCRRA shall maintain the train and locomotive position marker signs.
- 3.06 To the extent the County needs to enter the railroad right-of-way to perform maintenance, repair, or replacement obligations as provided for in this MOU, the County shall comply, and ensure that its employee(s), consultant(s) and contractor(s) comply, at all times when on the rail right-of-way, with the rules and regulations, including requirements as contained in the current editions of the following documents, which are otherwise known as "References", as incorporated in this document as if they were set full in this paragraph, and incorporated in this MOU by reference. It is SCRRA's obligation to update these documents which are described and can be accessed through SCRRA's website www.metrolinktrains.com, as the following:
 - Rules and Requirements for Construction on SCRRA Property, SCRRA Form No. 37
 - General Safety Regulations for Third Party Construction and Utilities Workers on SCRRA Property
- 3.07 The County and all employee(s), consultant(s), and contractor(s) employed by County shall ensure compliance with the terms and conditions of the MOU for work specified in this Article. SCRRA requires all County employee(s), County consultant(s) and contractor(s) working on the Station or within 25 feet of the railroad right-of-way, to attend the SCRRA Safety Training for Roadway Worker Protection ("RWP"), as a mandatory prerequisite to enter the railroad right-of-way.

ARTICLE 4.0 – UTILITY RESPONSIBILITY

- 4.01 County, at County's sole expense, shall provide and pay for all utilities and other services necessary to operate and maintain the Station and related improvements. Such utilities

and services shall include, but shall not be limited to, any electrical, gas, water, trash removal, telecommunications, and/or sewer service necessary for the operation of the Station.

- 4.02 The County shall be responsible for providing electrical power and telephone to SCRRA's Ticket Vending Machines (TVM) and Multi-Trip Ticket Validation (MTTV) machines.
- 4.03 The SCRRA shall be responsible for providing and pay for all utilities cost associated with operation of communications shelter.

ARTICLE 5.0 – INDEMNIFICATION

- 5.01 Neither SCRRA, nor the Operating Railroads [as used herein "Operating Railroads" means any passenger or freight-related railroad company(s) operating on sharing track usage rights with SCRRA, including the National Railroad Passenger Corporation (AMTRAK), and the Union Pacific Railroad (UPRR)], nor any of SCRRA's board members, member agencies, officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of County under or in connection with any aspect of the Station, work, authority or obligation agreed to by the County under this MOU. County shall indemnify, defend and hold harmless SCRRA, any Operating Railroads, as well as their respective board members, member agencies, officers, agents, volunteers, contractors, and employees ("SCRRA Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any negligent acts or omissions on the part of County, its Board of Supervisors, officers, agents, contractors, or employees under or in connection with any aspect of the Station, work, authority or obligation agreed to by the County under this MOU. This indemnity shall survive completion of the Project and termination of this MOU.
- 5.02 Neither County, nor its Board of Supervisors, officers, agents, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA or the Operating Railroads under or in connection with any aspect of the Station, work, authority or obligation agreed to by SCRRA under this MOU. SCRRA shall indemnify, defend and hold harmless County, as well as their respective Board of Supervisors, officers, agents, volunteers, contractors, and employees ("County Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the County Indemnitees arising out of or connected with any negligent acts or omissions on the part of SCRRA, Operating Railroads, their respective board members, officers, agents, volunteers, contractors or employees under or in connection with any aspect of the Station, work, authority or

obligation agreed to by SCRRA under this MOU. This indemnity shall survive completion of the Project and termination of this MOU.

- 5.03 In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being Parties to an Agreement, as defined in Government Code §895, each of the Parties hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each other agrees to indemnify and hold harmless each other for any cost or expense that may be imposed upon each other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

ARTICLE 6.0 – MUTUAL UNDERSTANDING

- 6.01 This MOU shall remain in force as long as the Vincent Grade/Acton Station is served by Metrolink except that those portions of this MOU relating to design and construction shall terminate when construction is completed and accepted by both Parties. The Parties' indemnity obligations shall survive such termination. Notwithstanding the above, the Parties may, by mutual written consent, terminate this MOU or any portion thereof at any time.
- 6.02 This MOU may be modified or amended only in writing. All modifications, amendments, changes and revisions of this MOU, in whole or part and from time to time, shall be binding upon the Parties, so long as the same shall be in writing and executed by County and SCRRA.
- 6.03 The Parties to the MOU shall maintain all records associated with the Project for the period of three (3) years from the date of the final invoice in accordance with 23 CFR 645. If funding is provided by State, the books pertaining to the work shall be open to inspection and audit by representatives of the State for three years after payment of final invoice. Furthermore, each party shall make all records available for audit by SCRRA, or County, or State, or Federal auditors, or all or any combination. All audits are to be performed in accordance with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31.
- 6.05 In addition to the specific provisions of this MOU, the delay in performance by any party hereunder shall not be a default where delays or defaults are due to: war, insurrection, strikes, lock-outs, riots, floods, earthquakes, weather, fires, casualties, accidents, emergencies, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, unusually severe weather, Federally-mandated inspections and maintenance, and/or any other causes beyond the control or without the fault of the party claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of

commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only 30 days prior to the giving of such notice.

- 6.06 The execution and delivery of this MOU by each party and the consummation of the transactions contemplated hereby are within the power of each party and have been duly authorized by all necessary actions of each respective party.
- 6.07 In the event any part of this MOU is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of the MOU and the balance of the MOU shall remain in effect.
- 6.08 This MOU shall be construed and interpreted under the laws of the State of California.
- 6.09 The article and section headings in this MOU are for convenience only and shall not be used in its interpretation or considered part of this MOU.
- 6.10 This MOU contains the entire agreement of the Parties regarding the Project design and construction and ongoing maintenance of the Station. It supersedes the June 21, 1999 MOU executed by the County and SCRRA.

ARTICLE 7.0 – INSURANCE

- 7.01 Any contractor hired to perform any work associated with the Project shall be required to name the County, SCRRA, and SCRRA’s Member Agencies and their Elected Officials, Officers, Agents, Employees and Volunteers as additional insured.

ARTICLE 8.0 – NOTICES

- 8.01 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. Notices will be simultaneously sent via e-mail. The representatives of the parties who are primarily responsible for the administration of this MOU, and to whom notices, demands and communications shall be given, are as follows:

COUNTY:

John Huang
Transit Manager
Programs Development Division
County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331
E-mail: jhuang@dpw.lacounty.gov

SCRRA:

Ms. Patricia Watkins
Assistant Director, Public Projects
Southern California Regional Rail Authority
279 East Arrow Highway, Suite 101
San Dimas, CA 91773
E-mail: watkinsp@scrra.net
Telephone: (909) 592-7937

Telephone: (626) 458-3968

If there are any changes in the above names and/or addresses, the party desiring to make such change shall give a written notice to the respective parties within five (5) days of such change.

WITNESS WHEREOF, the **COUNTY OF LOS ANGELES** and the **SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY** have caused this MOU to be executed and attested by their duly qualified and authorized officials.

**SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY**

COUNTY OF LOS ANGELES

By: _____
Michael DePallo
Chief Executive Officer

By: _____
Gail Farber
Director of Public Works

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Don Del Rio
SCRRA General Counsel

By: _____
County Counsel
County of Los Angeles