

TAYLOR YARD COMMUTER RAIL FACILITY MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the Los Angeles County Transportation Commission (LACTC), the Southern California Regional Rail Authority (SCRRA), and the City of Los Angeles (City) on this the 14th day of July, 1992.

WHEREAS, LACTC is one of five members of the SCRRA, a regional joint powers authority created pursuant to the Government Code Sections 6500 et seq. by agreement between the county transportation commissions in Los Angeles, Riverside and Ventura Counties, the Orange County Transportation Authority and the San Bernardino Associated Governments.

WHEREAS, the SCRRA was created in accordance with Public Utilities Code Section 130255 to construct and operate inter-county commuter rail.

WHEREAS, LACTC and SCRRA have filed Notices of Exemption from the California Environmental Quality Act (CEQA) under Public Resources Code Section 21080 (b) (11) for the implementation of the commuter rail program.

WHEREAS, the City has threatened to bring legal action to challenge LACTC's and SCRRA's conformity with the requirements of CEQA at Taylor Yard.

WHEREAS, the LACTC and SCRRA are major property owners, providers of transit service, and generate employment in the area.

WHEREAS, the presence of blighted conditions in the area adjacent to, and surrounding the planned Taylor Yard Commuter Rail Central Maintenance Facility is of concern to both the LACTC, SCRRA and the City.

WHEREAS, the parties hereto desire to mutually resolve their dispute without resort to litigation.

NOW THEREFORE, the parties agree as follows:

SECTION 1. DESCRIPTION OF THE PROJECT:

A. Scope of the Project/Location/Operation

The Taylor Yard Commuter Rail Central Maintenance Facility (CMF) is located on a 29.3-acre crescent-shaped parcel at the southern end of the larger Taylor Yard.

The 29.3-acre parcel is part of an approximately 70-acre acquisition by LACTC in Taylor Yard. The CMF will maintain, clean, refuel, store, and otherwise service the locomotives and coaches requires for the 5-county regional rail system.

The previous use of the site was a freight yard. Freight trains were coupled and decouples around the clock using typical freight locomotives. Such activity was a continuous source of noise. Use of the CMF will be far quieter as outlined in Section 1.B.

The property was paid for and is being improved by the giver member counties which make up the SCRRRA. The parcel is bounded by the Southern Pacific's freight right-of-way on the east, and the Department of Water and Power property along the Los Angeles River on the west. The southern limit is the single-track railroad bridge across the river, and the northern limit similarly comes to a point approximately 6075 feet to the north.

The basic CMF site plan is attached as Exhibit 1 - Site Plan. The CMF will have one main shop building, a smaller washer building, and several minor structures. Most of the site will be taken up by storage and service tracks. In the future, the yard will have overhead catenary wires for electric locomotives. Not shown in the site plan are provisions for perimeter screening and landscaping which will be added to enhance the look of the facility.

Adjacent to the CMF on the north, will be an access road. It will provide access to the SP locomotive yard and to the CMF. It will also be useable by the public to access the river frontage. SCRRRA will be responsible for funding and implementing this access road. The CMF site is also reconfigured to make available, at no cost to the City, a 0.9-acre site and another 0.6-acre site just north of the I-5 for the City's use for parking and pedestrian-oriented purposes and related site easements (as shown in map contained in Exhibit 1) to provide access to a future bikeway, to be

financed and constructed by the City, contingent upon the City obtaining an easement from DWP.

LACTC/SCRRA will retain ownership and provide for the maintenance of the above said property.

B. Schedule of Construction

The parties assume the Activity and Milestone Schedule of construction and operation (see Exhibit 2). Both parties agree to make a good faith effort to adhere to the deadlines specified in the Schedule of Performance (Section 4).

The CMF will be constructed between November 1991 and March 1993. There will be commuter rail vehicles onsite starting in May 1992, with revenue service beginning in October 1992.

The majority of the train fleet will be stored overnight at outlying portions of the line at SCRRA facilities in Santa Clarita, Moorpark and San Bernardino once they are constructed. It is our intention that a limited number of trains will be stored at the CMF overnight. When these facilities are operational, no more than one-third ($1/3$) of the operating fleet, including vehicles stored for repair or inspection as spare vehicles, will occupy the storage yard. In the event that it is necessary to store more than one-third ($1/3$) of the train fleet at Taylor Yard, changes in activity will be reported by SCRRA to the Los Angeles City Department of Transportation.

The Taylor Yard Facility will also principally operate on staggered daytime shifts. After the trains are serviced, the locomotives will be shut down or hooked up to electronic stand-by power. The locomotives will not idle at the site unless for the purpose of being serviced, and will not be moved at the site after 10 p.m. except for returning train sets destined for overnight storage at the facility or to initiate early morning service, thus noise at the CMF site will be reduced from former freight yard operating levels.

C. Budget

The cost of developing the Taylor Yard site, together with those off-site improvements required by this agreement to mitigate the impact of the project, shall be borne by the LACTC and/or the SCRRA. The parties acknowledge and agree that any costs associated with constructing the maintenance

facility at Taylor Yard, or any increase in costs over the level currently estimated at \$35.5 million, shall be the sole financial responsibility and risk of the SCRRA.

SECTION 2. COMMUNITY PARTICIPATION COVENANT

The purpose of this section is to specify the understanding between the parties regarding the mutual goal that residents, businesses and property owners in and around the Taylor Yard site be assured of an opportunity to be informed of the site development program and provide input into the design and development of the CMF. The LACTC, with assistance from the City of Los Angeles, will conduct a minimum of three public meetings designed to elicit community comment and participation in carrying out the terms of this agreement. These meetings will be publicly noticed in local newspapers in both English and Spanish, as well as posted in the area's public buildings. Additionally, both the LACTC and the City will work together to establish a mailing and publication list. Community participation will be sought in at least the following five areas of concern: public access to the river, pedestrian access across the river and linkage of communities east and west of the river, landscaping, public art, and management of toxic material during construction, including review of the toxic clean-up of the site.

SECTION 3. DUTIES AND COVENANTS OF SCRRA, LACTC AND THE CITY OF LOS ANGELES

A. Joint Development

LACTC and SCRRA agree to explore the feasibility of using the areas of Taylor Yard under public ownership for a Joint Development Project ("JDP"). If it is determined that such a JDP is economically feasible, the LACTC and SCRRA agree to cooperate with the City to implement a joint development project.

B. Employment Opportunities

In awarding contracts for the development of the CMF, LACTC will, to the extent legally feasible, encourage contractors to use good faith efforts to give primary emphasis to those otherwise qualified MBE/WBE firms either owned by residents residing within or adjacent to the local labor area or whose work force is comprised substantially of residents residing within or adjacent to the local labor area.

LACTC and/or SCRRA shall require, to the extent legally feasible, those entities which provide, or sign contracts with the LACTC for the provision of building services, to hire from qualified local residents within or adjacent to the area.

LACTC and/or SCRRA shall provide construction and operations employment opportunities, consistent with applicable union agreement(s), to residents residing within or adjacent to the local labor area.

The City and/or SCRRA will cooperatively work together to establish an Employment Plan to be established prior to commencement of construction which shall include the LACTC Transportation Occupation Program (TOP). TOP is a transportation career training program including summer employment and scholarships to 11th and 12th grade college-bound students from area high schools (Exhibit 3).

In addition, SCRRA agrees to encourage the operator of commuter rail, to the extent possible under applicable labor agreements, to hire personnel to work on commuter rail operations from the local community.

C. Art Program

LACTC and SCRRA shall provide that one percent (1%) of the current estimated cost of construction of the Commuter Rail Maintenance Facility in Taylor Yard be set aside for a Community Transit Art Plan. The Community Transit Art Plan shall be developed with the assistance of the City and the community members. The Community Transit Art Plan shall describe the use of the money, which must be transit-related and be reviewed by the City and approved by the LACTC. One percent (1%) of the total estimated cost of construction will be placed in an interest-bearing escrow account for development and implementation of a transit art program. The escrow account must be established no more than 15 days after this agreement is executed by the parties. In the event the total cost of construction exceeds the current estimated cost upon completion of construction, the LACTC and SCRRA agree to increase the contributions to the Transit Art Program escrow account by one percent (1%) of the difference between estimated and total costs. In the event the total cost at completion is less than estimated cost, LACTC and SCRRA agree to make no adjustments to the contributions to the escrow account.

D. Landscaping and Visual Screening

For purposes of providing input to the LACTC regarding mitigating community impacts, the City shall have the right to review and comment upon all landscape plans and drawings for the site prior the LACTC's and SCRRA's final approval. The following modifications address the City's concerns for security, community "fit" and neighborhood compatibility:

1. In order to secure the expanse of tracks from public view from San Fernando Road, the LACTC shall install a black wrought iron fence, of at least six (6) feet in height, to run along the perimeter of the property adjacent to San Fernando Road. A buffer zone of five (5) feet will be provided to permit planting on vine or ground cover; and
2. SCRRA will establish an interest-bearing escrow account containing a deposit of \$100,000 for construction of future landscaping enhancements to address the need for additional visual screening and more intensive buffering as required by changing community development. The escrow account must be established no more than 15 days after this agreement is executed by the parties.

E. Commuter Rail Maintenance Facility (CMF) Design

In order to mute the visual impact of the final CMF structure, the LACTC shall finish the roof of the CMF structure in a faded red adobe color and shall propose other such design modifications (such as Spanish architectural treatments).

LACTC shall visually connect the south façade of the CMF to the river by means of integration of mass plantings with landscape.

LACTC shall design the structure such that it will be accessible to organized groups of school children or other organized groups, for the purpose of observing the cleaning and maintenance operations of the trains.

LACTC and/or SCRRA shall provide 24-hour site security service for the entire SCRRA property and related public access improvements. This service shall be coordinated with the Los Angeles Police Department. This service shall be operated in part from a security site located in Taylor Yard and staffed 24 hours per day. Parking facilities will be

provided commensurate with the security operations requirements.

F. Pedestrian Access

LACTC, subject to all appropriate environmental clearances, will design, finance and construct a pedestrian access system linking the communities to the east and west of Taylor Yard and providing access to rail services, including a pedestrian bridge across the Los Angeles River.

G. Recreational Opportunities

LACTC and SCRRRA agree to make available for the City's use, at no cost, a 0.9-acre and another 0.6-acre site just north of I-5 (as shown on the map in Exhibit 1) and related site easements for parking or pedestrian-oriented purposes to provide access to a future bikeway, to be financed and constructed by the City, contingent upon the City obtaining an easement from DWP. The site will be landscaped for public use.

H. Location of the Light Rail Maintenance Facility

LACTC agrees to pursue other alternative options for a Light Rail Transit Maintenance Facility in addition to the Taylor Yard property under LACTC ownership. LACTC shall obtain environmental clearances of these alternative options equal in depth and scope as the Taylor Yard site. LACTC also agrees to prepare environmental studies for at least the following options as part of the Pasadena Light Rail Transit Supplemental EIR:

1. Use of the northern portion of what is called the "Cornfield," a large Southern Pacific holding north of Chinatown. Should the Cornfield site be selected for the Light Rail Maintenance Facility, LACTC agrees to cooperate with the City to implement a joint development or joint use project on Commission-owned property in order to facilitate community acceptance.
2. Use of a linear strip of property along the west bank of the Los Angeles River, from Mission Tower southward to the Hollywood (101) Freeway. This confined area would be used for daily light rail transit (LRT) maintenance and storage. When light rail extensions are constructed beyond Glendale and Pasadena, yard and storage needs to accommodate this future growth

will be located near the outlying ends of these extensions.

3. Development of a mitigated yard configuration which frees up previously-identified property at Taylor Yard for community-oriented uses. The intent of this option is to explore ways to minimize the presence and effects of the LRT maintenance facility, while integrating its positive effects to achieve key city objectives for this area, such as:

- promoting local employment;
- preserving prime property adjacent to the community for more community-oriented uses; and,
- stimulating development of desirable land uses.

In the event, after environmental alternative studies have been completed, LACTC recommends the placements of the LRT maintenance facility in Taylor Yard, then the City, as a responsible agency under CEQA, shall be given the opportunity to review, comment and advise LACTC with regard to mitigation required to offset any negative impacts. However, it is understood by the parties that LACTC, as the project lead agency, has the sole responsibility to develop and implement a mitigation program to offset any negative impacts.

I. Transit-Oriented Development Study

1. LACTC agrees to finance a Transit-Oriented Development Study to be conducted by a consultant selected by the LACTC. The study will develop strategies for using the proposed commuter and light rail transit projects of the Taylor Yard area (maintenance facilities and transit/commuter stations) to stimulate business and residential development on the site and in the area that is:
 - a. Compatible with the surrounding community; and,
 - b. Enhances the use of the proposed transit/commuter stations.

The Transit-Oriented Development Design Guidelines report prepared for Sacramento County by Calthorpe Associates in September, 1990 is illustrative of such a study. The consultant will be engaged to commence the study in May 1992.

SECTION 4. SCHEDULE OF PERFORMANCE

LACTC shall comply with the provisions of this agreement and perform its terms according to the following schedule:

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| <p>A. Schedule of Construction for Taylor Yard CMF provided to City of Los Angeles Department of Transportation</p> | <p>Exhibit 2</p> |
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| <p>B. Demonstrations of good faith efforts regarding employment opportunities</p> <ul style="list-style-type: none">• program relative to CMF construction• program relative to CMF operations | <p>June 1, 1992</p> <p>August, 1992</p> |
|
 | |
| <p>C. Public Participation Programs</p> <ul style="list-style-type: none">• publication and mailing list• schedule of meetings• first community meeting to discuss site development areas of concern:<ul style="list-style-type: none">a. landscape improvementsb. bike path and public access improvementsc. Community Transit Art Plan developmentd. site toxic clean-up updatee. pedestrian east-west linkagef. CMF facility design and construction | <p>June 15, 1992</p> <p>June 15, 1992</p> <p>July 1, 1992</p> |
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| <p>D. Art Program</p> <ul style="list-style-type: none">• establish and fund escrow Transit Art Project | <p>No more than 15 days after the execution of this agreement</p> |
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| <p>E. Landscaping Plan</p> <ul style="list-style-type: none">• provide to City of Los Angeles Planning | <p>July 1, 1992</p> |

Department for
reviews/comments

- F. Provisions for easement along river for future bike path by City of Los Angeles December, 1992
- G. Study to locate LRT maintenance facility May, 1992
- initiate study and provide schedule of study milestones to City of Los Angeles Department of Transportation
- H. Completion of the Transit-Oriented Development Study September, 1992
- I. Plans and design for east-west linkage and bridge September, 1992

The parties agree to the provisions of this section provided, however, to the extent that performance is delayed due to the following causes, so long as such cause for delay is beyond the reasonable control of the LACTC and SCRRRA: Acts of God; acts of failure to act of government agencies (other than LACTC and SCRRRA); fires; floods; epidemics; quarantine restrictions; and strikes.

SECTION 5. DISPUTE RESOLUTION

A. Dispute Resolution Proceedings

The parties may agree to dispute resolution proceedings to fairly and expeditiously resolve disputes or questions on interpretation under the Agreement. These dispute resolution proceedings may include:

1. Procedures developed by the City for expeditious interpretation of questions arising under this and related agreements.
2. Non-binding arbitration as provided below.
3. Any other manner of dispute resolution which is agreed upon by the parties.

In the event the parties select non-binding arbitration as the method of dispute resolution, then the procedures below shall be followed:

B. Arbitration

Any dispute between the parties that is to be resolved by arbitration shall be conducted by an arbitrator who must be a former judge of the Los Angeles County Superior Court. This arbitrator shall be selected by mutual agreement of the parties.

C. Arbitration Procedures

Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) and no more than ninety (90) days from the effective date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure and Section 1280 et seq., or under such other procedures as are agreeable to both parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

SECTION 6. RELEASE BY CITY

In consideration of the covenants below, the City hereby releases and discharges LACTC and SCRRA, its subsidiaries, successors, representatives, lawyers, agents, and assigns all persons acting by and through, under or in concert with it, of and from any and all manner of action or actions, cause of causes of action, in law or in equity, suit, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, sums of money, costs or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which the City now has, claims to have, to may have hereafter against LACTC, SCRRA or its subsidiaries, successors, representatives, lawyers, agents and assigns, and all persons acting by and through, under or in concert with it, by reason of any manner, cause of anything whatsoever from the beginning of time to date hereof, relating to CEQA compliance of LACTC's and SCRRA's commuter rail maintenance facility at Taylor Yard.

SECTION 7. LEGAL ACTION

Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, obtain damages, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the parties hereto.

SECTION 8. APPLICABLE LAW

This agreement shall be construed and enforced in accordance with the laws of the State of California.

Appropriate Approvals

This agreement is contingent on approval of the governing boards of the City, LACTC and the SCRRA.

CITY OF LOS ANGELES

By: _____

LOS ANGELES COUNTY TRANSPORTATION COMMISSION

By: _____

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____

- Attachment: Exhibit 1 - Commuter Maintenance Facility Site Plan
- Exhibit 2 - Commuter Maintenance Facility Construction Schedule
- Exhibit 3 - Transportation Occupations Program

7/14/92