



Metro

September 10, 2018

Deputy Mayor Barbara Romero
Mayor's Office of City Services
200 N Spring Street
Los Angeles, CA 90012

Re: Letter of Commitment for Maintenance

Dear Ms. Romero,

This letter is to state the Los Angeles County Metropolitan Transportation Authority's (Metro) intention to develop an agreement with the City of Los Angeles within six months on policies and procedures for maintenance of public right-of-way (ROW) elements related to current and future Metro capital projects.

Metro and the City together identified two primary reasons to develop this agreement. First, Metro and the City agree on the need for clear guidelines for long-term maintenance to ensure the public right-of-way is properly constructed and maintained in a state of good repair. Second, Metro and the City agree that clear guidelines will provide more certainty for the review and approval process of Metro capital project plans.

In a meeting with City departments on May 22, 2018 and a follow-up meeting with the Mayor's Office on August 6, 2018, Metro and the City together identified the topics below as areas to be covered by a maintenance agreement:

1. Non-standard elements
2. Medians
3. Bioswales and similar improvements
4. Sidewalks along MTA-owned real property
5. Establishment period
6. Track allocation requirements and responsibilities
7. Long-term responsibilities

Given the time sensitivity of reaching consensus on topics that require additional discussion, and in order to allow Metro projects to move forward in a timely manner, this letter shall serve as Metro's commitment to work with each City department, via workshops with all stakeholders, to find a mutually agreeable path forward. In the meantime, Metro requests that the City continue to provide timely review and approval of project plans.

While an agreement is under development, Metro agrees to maintenance responsibilities as identified below. Specifically, Metro agrees to the following:

1. Metro shall maintain in perpetuity all project-related landscaping, trees, bioswales and other green street elements that are defined within Metro technical specs and compliant with City Stormwater Ordinance at time of RFP and which are located within Metro property or within Metro ROW.
2. Metro shall maintain all project related landscaping, trees, and green street elements within City ROW during the establishment period of three (3) years.
3. Metro shall maintain in perpetuity all project related non-standard "Revocable type" materials (pavers, colored concrete, special finishes) within the City ROW up to and until such materials are replaced at their end of life service.
4. Metro, at Metro's expense, will be responsible for the maintenance and repair of improvements where indicated via revocable permits ("R-Permits") or site-specific agreements, including non-standard sidewalks, Metro-owned furniture, Metro-owned lighting, Metro-owned landscaped areas, and Metro-owned irrigation systems. Metro will comply with maintenance requirements as specified under any revocable permit or site-specific agreement.
5. Any additional improvements within the public ROW must be approved by the City.
6. If additional improvements are constructed in the future and/or minor revisions are effected where indicated on project plans which will affect Metro's maintenance responsibilities other than on its own property and as described herein, the party that initiates the improvements will provide newly dated and revised as-built plans of improvements, which will be made a part hereof this letter and approved plans when submitted by Metro and approved by the City, and will become part of this letter commitment. Maintenance of those revisions shall be consistent with the maintenance commitments indicated in applicable sections of this letter.
7. Except as otherwise agreed by the parties, all costs related to additional future improvements shall be the responsibility of the party that initiates the improvements. In consideration of the City granting revocable permit to the Metro to install, construct, maintain and/or use the said improvement in the public right of way or easement, Metro does hereby agree as follows:
 - a. To indemnify and hold harmless the City, its officers, agents and employees, from and against all cost, liability, loss, damage or expenditure of whatsoever kind and nature sustained or incurred by the public or other person and from and against all damage, loss or expense of whatsoever kind and nature sustained or incurred by the City which is proximately caused by Metro's design, construction, operation or maintenance of its capital projects within the City's public right of way. Metro hereby further agrees to assume, at its own expense, the defense of any of the aforesaid losses, damages or claims or of any action or actions based thereon. Metro further agrees to acquire and thereafter to maintain public liability and property damage insurance or self-insurance over said property for the duration of its use by Metro for public transportation purposes.
 - b. To waive any right to make or prosecute any claims or demands against the City, or any of its Boards, Departments, Officers, Employees, or Agents for any damage that may occur to vehicles, or any adjacent properties, or related to

permissive use granted, by virtue of Metro's use, construction, maintenance or other act within said easement and right of way or under authority of said City, unless such damages are caused by the City's negligence or dangerous condition of City-controlled property.

- c. To restore the affected right of way and easement to City standards to the satisfaction of the City Engineer, without expense to the City at the request of the Board of Public Works of said City, or its Officers, Employees, or Agents when Metro no longer needs the right of way and easement for public transportation purposes.
- d. This permission is not in lieu of and in no way relieves the property owner, and owner's heirs, successors in interest or assigns from contributing to or assessments for City improvements at, in, on or about said right of way and easement.
- e. This agreement shall remain in full force and effect until released by the City Engineer of the City of Los Angeles.

- 8. Metro will comply with City ordinances and State code regarding the maintenance of sidewalks adjacent to Metro-owned real property.

Metro is committed to resolving all issues with City departments in one agreement negotiated collaboratively with guidance from the Mayor's Office. Metro appreciates the City's efforts to resolve outstanding maintenance issues and the City's continued partnership to deliver transportation infrastructure to improve the quality of life of our mutual constituents.

Should you have any questions, please feel free to contact me at 213-922-7557.

Sincerely,



Richard Clarke
Chief Program Management Officer
Program Management

- CC: Gary Lee Moore (LABOE)
Seleta Reynolds (LADOT)
Keith Mozee (LABSS)
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