

Memorandum

To: CHAIR AND COMMISSIONERS

CTC Meeting: December 11, 2013

Reference No.: 4.5
Action

From: ANDRE BOUTROS
Executive Director

Subject: **DISPOSITION OF PROCEEDS FROM THE SALE OF
PROPOSITION 108-FUNDED SURPLUS BURBANK BRANCH PROPERTY
RESOLUTION G-13-16, AMENDING RESOLUTION BFP-91-18 AND FTA 75S837**

ISSUE

The Los Angeles County Metropolitan Transportation Authority (LACMTA) plans to sell surplus Burbank Branch property acquired in 1992 with State Proposition 108 bond funds.

The Commission, as an investor in perpetuity in the Burbank Branch property, is entitled to share in the profits received from the sale of the surplus Burbank Branch property. LACMTA proposes that the Commission allow LACMTA to retain the State's share (50%) of the proceeds from the sale of the surplus property and dedicate the proceeds to fund passenger rail capital projects in Los Angeles County that are eligible for funding as provided by Proposition 108.

LACMTA's proposal presents the Commission with two choices:

- Allow LACMTA to retain the State's share of the proceeds from the sale of the surplus Burbank Branch property and require that the proceeds be used to fund passenger rail capital projects in Los Angeles County; or
- Require that the State's share of the proceeds from the sale of the surplus Burbank Branch property be returned for reallocation by the Commission.

RECOMMENDATION

Staff recommends that the Commission select the first option above and allow LACMTA to retain the State's share of the proceeds generated from the sale of the surplus Burbank Branch property as long as the proceeds are used to fund passenger rail capital projects in Los Angeles County. This recommendation is based on:

- The findings by the State Treasurer's Office (STO) that the tax-exempt status of the Proposition 108 bonds will not be endangered as proceeds generated from the sale of the surplus Burbank Branch property will not be returned to the State.
- Assurance by LACMTA that sale of the surplus Burbank Branch property will not impact the Metro Orange Line, the transitway passenger service connecting the North Hollywood Metro Red Line station to the Chatsworth station of the Southern California Regional Rail Authority's (Metrolink's) Ventura County Line.

- Agreement by LACMTA to set up a separate account to allow it to: 1) track the proceeds from the surplus property sale; 2) track expenditures; and 3) comply with anticipated state audits.
- Acceptance by LACMTA that all other terms and conditions of Resolution BFP-91-18 and the Fund Transfer Agreement (FTA) 75S837 continue to apply to the proceeds from the surplus Burbank Branch property sale.
- Assurance by LACMTA that since the Commission allocated Proposition 108 bond funds to acquire right of way (a capital expenditure) the State's share of the proceeds from the sale of the surplus property shall be dedicated to fund passenger rail capital projects and not for operating, planning or maintenance expenditures.

BACKGROUND

In June 1990 the voters approved Proposition 108, the Passenger Rail and Clean Air Bond Act of 1990, authorizing the sale of general obligation bonds for rail transit purposes.

On April 10, 1992, the Commission adopted Resolution BFP-91-18, approving \$44,800,000 in Proposition 108 bond funds, matched by \$44,800,000 in local funds, for the purchase of the Burbank Branch Line in Los Angeles, from mile post 449.1 to mile post 463.2, at a cost of approximately \$89,600,000 from the Southern Pacific Transportation Company.

The Proposition 108 bond funds were allocated to Los Angeles County Transportation Commission (LACTC), now Los Angeles County Metropolitan Transportation Authority (LACMTA), and were administered through Fund Transfer Agreement (FTA) 75S837 (a copy of FTA 75S837 is attached and it incorporates Resolution BFP-91-18). The funding resolution required that if Burbank Branch property was not used for the San Fernando Valley East-West Transit Project, that it be used for initiating other passenger service to benefit Los Angeles County. Service is now provided by LACMTA's Metro Orange Line, the transitway passenger service connecting the North Hollywood and San Fernando Valley areas within Los Angeles County.

In an October 14, 2013 letter (attached), LACMTA notified the Commission of its intent to sell as surplus property approximately 1.84 acres of a 5.9-acre property that is part of the Burbank Branch Line right of way purchased in 1992 with \$44,800,000 in Proposition 108 bond funds, matched by \$44,800,000 in local funds.

With the letter, LACMTA also requested Commission approval to retain the State's share of the sale proceeds to fund passenger rail capital projects in Los Angeles County.

ATTACHMENTS:

Resolution G-13-16

October 14, 2013 letter - Notification of Intent to Sell Surplus Property and Retain Proceeds

Copy of Fund Transfer Agreement 75S837 (includes Resolution BFP-91-18).

CALIFORNIA TRANSPORTATION COMMISSION
Approval to Retain Proceeds from
Sale of Surplus Burbank Branch Property
Los Angeles County Metropolitan Transportation Authority

Resolution G-13-16, Amending Resolution BFP-91-18 and FTA 75S837

- 1.1 WHEREAS, in the June 1990 election, the electorate enacted Proposition 108, the Passenger Rail and Clean Air Bond Act of 1990, authorizing the sale of general obligation bonds for rail and mass transportation purposes; and
- 1.2 WHEREAS, on April 10, 1992, the Commission adopted Resolution BFP-91-18, allocating \$44,800,000 in Proposition 108 bond funds, matched by \$44,800,000 in local funds, to Los Angeles County Transportation Commission (LACTC), now the Los Angeles County Metropolitan Transportation Authority (LACMTA), for the purchase of the Burbank Branch Line right of way in Los Angeles, from mile post 449.1 to mile post 463.2, for the purpose of establishing passenger transit service; and
- 1.3 WHEREAS, on October 14, 2013, LACMTA notified the Commission of its intent to sell 1.84 acres of a 5.9-acre property, part of the Burbank Branch Line purchased in 1992; and
- 1.4 WHEREAS, LACMTA has requested Commission approval to retain the State's share of the sale proceeds to fund passenger rail capital projects in Los Angeles County.
- 2.1 NOW THEREFORE BE IT RESOLVED, that the Commission hereby approves LACMTA's request to retain the State's share of proceeds from the surplus property sale and dedicate the proceeds to fund passenger rail capital projects in Los Angeles County; and
- 2.2 BE IT FURTHER RESOLVED, that LACMTA shall not use the State's share of the sale proceeds for operating, planning or maintenance expenditures; and
- 2.3 BE IT FURTHER RESOLVED, that LACMTA assures that sale of the surplus Burbank Branch property will not impact the Metro Orange Line, the transitway passenger service connecting the North Hollywood Metro Red Line station to the Chatsworth station of the Southern California Regional Rail Authority's (Metrolink's) Ventura County Line; and
- 2.4 BE IT FURTHER RESOLVED, that the Commission, as an investor in perpetuity in the Burbank Branch property, requires LACMTA to track the sale proceeds under a separate account to: ensure eligible uses of such revenues to fund passenger rail capital projects in Los Angeles County; track expenditures; comply with anticipated state audits; prevent the State's share of such revenues from being used for hazardous waste clean-up costs, damages, or liability associated with contamination of the Burbank Branch property; and

- 2.5 BE IT FURTHER RESOLVED, that LACMTA accepts that all terms, conditions and provisions of Resolution BFP-91-18 and those in FTA 75S837 not amended by this action continue to apply to the proceeds from the sale of surplus property; and
- 2.6 THEREFORE, BE IT THEN RESOLVED, that Resolution BFP-91-18 and FTA 75S837 are hereby amended, are incorporated into and made a part of this resolution; and thus, be it also resolved that Resolution G-13-16 is hereby adopted.



Metro

October 14, 2013

Andre Boutros, Executive Director
California Transportation Commission
1120 N Street, Room 2221 (MS-52)
Sacramento, California 95814



NOTIFICATION OF PLANNED SALE OF SURPLUS BURBANK BRANCH PROPERTY AND REQUEST FOR APPROVAL OF RELATED ITEMS

Dear Mr. Boutros:

The Los Angeles County Metropolitan Transportation Authority (LACMTA) plans to sell approximately 1.84 acres (about 80,000 square feet) of our Burbank Branch property (the "Property"). The Property was purchased under Fund Transfer Agreement No. 75S837 (the "Agreement"). The Agreement provided State Proposition 108 funds to purchase right-of-way for public passenger rail service. We are requesting your approval to:

- i) Implement a purchase and sale agreement associated with the planned sale of the Property;
- ii) Use the proceeds generated from the Property sale (currently estimated to be about \$2.3 million based on the fixed rate of \$28.75 per square foot, before closing cost deductions), including the State of California's 50 % share, to fund passenger rail capital projects in Los Angeles County; and
- iii) Use a portion of our Property sale proceeds (50 % share) to pay escrow fees and other closing costs.

The LACMTA Board of Directors approved the sale of the Property in January 2013. In accordance with the Board's approval, we entered into an Agreement for Purchase of Real Property and Joint Escrow Instructions with a proposed buyer on April 17, 2013 (Purchase and Sale Agreement). Sale of the Property is contingent upon receipt of the approvals set forth above.

The Property is currently part of a larger, approximately 5.9 acre, LACMTA-owned parcel. We estimate the size of the Property to be about 80,000 square feet. We will have a licensed land surveyor confirm the exact area when the Property is split from the larger parcel. The final purchase price will be calculated by multiplying the fixed rate of \$28.75 per square foot (a rate determined by appraisal) by the surveyor-determined area. Attachment A includes a figure showing more details about the boundaries of the Property.

We would appreciate an expedited review of this request and, if approved, a timely issuance of an authorization-to-proceed, so we may move forward with the proposed sale. The following sections include a brief Property description and certifications regarding uses of the remaining Burbank Branch property, the proposed use of Property sale revenues, and revenue and expenditure monitoring. Also included is a statement regarding our overall compliance with the provisions of the Agreement.

Property Description

The Property is a narrow, irregularly-shaped portion of a larger, approximately 5.9-acre, LACMTA-owned parcel (APN 2230-024-901). It is sandwiched between the Orange Line right-of-way to the south and Victory Boulevard to the north. It is bounded to the west by federal land and to the east by the Encino Office Park development (owned by the proposed buyer of the Property) located at the southwest corner of Balboa and Victory Boulevards. The Property and the surrounding area are depicted on Attachment A. The Property is part of the Burbank Branch that we purchased from the Southern Pacific Transportation Company in December 1990. The Burbank Branch property was purchased at a cost of \$89.6 million and was partially funded under the Agreement with Proposition 108 funds (50 percent of the purchase price). The 50% balance of the purchase price was paid with local funds.

Certification of Property Use

The Agreement requires that LACMTA not sell or otherwise dispose of the Burbank Branch property for 20 years from the Agreement's April 10, 1992 effective date. We have complied with this requirement as we celebrated this year the 21st anniversary of the Burbank Branch property purchase. Also, the remainder of the Burbank Branch property will continue to be dedicated for public transportation purposes. Specifically, the Metro Orange Line Service is located along this property and serves as the extension of the Metro Rail System connecting the San Fernando Valley to Hollywood and Downtown Los Angeles.

Certification Revenue Uses

The Agreement requires LACMTA to share any profits resulting from the sale of the Burbank Branch property with the State of California. We plan to use the proceeds generated by the Property sale (including the State's share) to fund Los Angeles County transportation projects and programs that are eligible for funding as provided by Proposition 108 (i.e., acquisition of rights-of-way, capital expenditures, and acquisitions of rolling stock).

Certification of Revenue and Expenditure Monitoring

We will track the proceeds received from the proposed Property sale and the expenditures thereof through a separate account to ensure compliance with anticipated State audits.

Compliance with Agreement Provisions

The proposed Property sale does not violate or ignore any conditions of the Agreement. LACMTA is committed to continue dedicating the remainder of the Burbank Branch property for public transportation purposes. We also will continue to conform to the environmental obligations established in the Agreement at our own cost and without any financial contribution or obligation by the State of California.

We ask that the California Transportation Commission (CTC) approve our request at the December 2013 meeting, so that we may meet the deadlines related to the Property sale. Thank you for your consideration of this request. Should you or your staff have questions regarding our request, please contact Ms. Cosette Stark at (213) 922-2822 or Mr. Ashad Hamideh at (213) 922-4299.

Sincerely,



FRANK FLORES
Executive Officer, Countywide Planning

Enclosures

cc: Elhami Nasr (Caltrans District 7)
Juan Guzman (CTC)

DEPARTMENT OF TRANSPORTATION

DIVISION OF RAIL
P. O. BOX 942874
SACRAMENTO, CA 94274-0001



TDD (916) 654-4014

(916) 653-0145

June 9, 1992

Mr. Neil Peterson
Los Angeles County Transportation Commission
818 West 7th, Suite 1100
Los Angeles, CA 90017

Dear Mr. Peterson:

RE: Fund Transfer Agreement No. 75S837
(CTC Resolution Number BFP-91-18)

Your Fund Transfer Agreement regarding a project entitled **Right of Way Acquisition Burbank Branch/Chatsworth Station** authorized by California Transportation Commission Resolution No. BFP-91-18 is approved and executed by the State of California.

A fully executed original copy of the agreement is enclosed for your records.

Sincerely,

ROBERT R. DENNIS
Departmental Contract Officer

Enclosures

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PROPOSITION 108 (1990) - FUND TRANSFER AGREEMENT**

**COVERING ALLOCATIONS OF PASSENGER RAIL
AND CLEAN AIR ACT BOND FUNDS**

This Agreement, entered into on April 10, 1992, is between the Los Angeles County Transportation Commission, a public entity, hereinafter referred to as RECIPIENT, and

STATE OF CALIFORNIA, acting by and through its Business, Transportation and Housing Agency, Department of Transportation, hereinafter referred to as STATE.

1. RECIPIENT has applied to the California Transportation Commission (CTC) for funds to be allocated by the CTC for the purpose of the Right of Way Acquisition Burbank Branch/Chatsworth Station Project, a public passenger rail project which will be dedicated to that described public use in perpetuity by RECIPIENT or its successors.

2. THE CTC has allocated funds for (one phase of) said project in CTC Resolution BFP-91-18, attached as Attachment IV to the Standard Provisions of Grant, and made a part of this Agreement. RECIPIENT shall be bound to the terms and conditions of the attached Resolution and all restrictions, rights, duties and obligations established therein shall inure to the benefit of the CTC and be subject to any necessary enforcement action by CTC.

3. STATE has prepared the "Standard Provisions of Grant," attached and made a part of this Agreement, which, together with this document and all referenced attachments and addenda, sets forth the terms and conditions under which said funds are to be expended.

4. STATE and RECIPIENT have negotiated the "Project Description", attached as part of the Standard Provisions of Grant and made a part of this Agreement, which describes the entire project to be constructed or acquired by RECIPIENT.

5. STATE and RECIPIENT have negotiated and RECIPIENT has submitted the "Scope of Work", attached as part of the Standard Provisions of Grant and made a part of this Agreement, which sets forth the tasks and the estimated reimbursement amount, including progress payments, if any to be made from funds payable under this Agreement. State funding limits and the drawdown schedule established in each original or amended "Scope of Work" shall not be exceeded or modified without a subsequent amendment and encumbrance.

6. The completed and signed STATE fund certification on the Scope of Work Approval document, Attachment III to the Standard Provisions of Grant, evidences the limited commitment of STATE funding under this Agreement.

7. Funding available to RECIPIENT under this Agreement will terminate on October 9, 1992, unless earlier terminated upon written notice from STATE to RECIPIENT. Funds will be expended by RECIPIENT for purchase of Right of Way Acquisition Burbank Branch/Chatsworth Station no later than October 9, 1992. The failure of RECIPIENT to expend these funds within the time established herein shall obligate RECIPIENT for all applicable arbitrable interest, penalties, and damage to holders of the Passenger Rail and Clean Air Act Bonds and any consequential costs, penalties or liabilities incurred or assessed against STATE, the CTC and the State Treasurer.

8. This Agreement may be modified, altered or revised with the written consent of RECIPIENT and STATE.

9. RECIPIENT shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of STATE.

10. RECIPIENT shall conform to any and all environmental obligations established in the attached CTC Resolution G-91-2 at the sole cost of RECIPIENT or the responsible party and without further financial contribution or obligation of STATE.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY 
ROBERT R. DENNIS
Department Contract Officer

LOS ANGELES COUNTY
TRANSPORTATION
COMMISSION

BY 
NEIL PETERSON
Executive Director
Title

**Exempt from Dept. of
General Services**



CALIFORNIA TRANSPORTATION COMMISSION
RESOLUTION G-91-2
Commission Policy Resolution for Hazardous Waste Identification
and Cleanup for Rail Right-of-Way

WHEREAS, the Commission has programmed funding for rail right-of-way acquisition in the 1990 State Transportation Improvement Program and may allocate funds for rail right-of-way acquisition from the Clean Air and Transportation Improvement Act; and

WHEREAS, hazardous wastes, based upon federal and state statutes and regulations, include but are not limited to such categories as heavy metals, (e.g., lead), inorganic (e.g., excessive mineral levels) and organic compounds (e.g., petroleum products), and can occur on a property's surface and subsurface; and

WHEREAS, rail properties often have hazardous wastes exceeding State of California and federal hazardous waste standards; and

WHEREAS, such properties contaminated with hazardous wastes require mitigation prior to using them for rail purposes; and

WHEREAS, hazardous wastes discovered on rail property may significantly impact property value, project scheduling and future liability for the grant applicant; and

WHEREAS, the Commission must be assured that acquisition of rail properties have been fully reviewed by the grant applicant, and if warranted, the grant applicant has tested for hazardous wastes; and

WHEREAS, if hazardous wastes exist, the Commission must be assured that the hazardous wastes identified has either been cleaned up, or financial responsibility for the cleanup has been determined prior to title transfer to the grant applicant, or easement has been secured in lieu of purchasing the property, and the subsurface rights and liability for hazardous wastes remain with the property seller; and

WHEREAS, hazardous wastes identified subsequent to title transfer to the grant applicant will be cleaned up by the seller or a mechanism to recover cleanup costs is established and executed as a condition prior to title transfer; and

WHEREAS, full due diligence is necessary in discovering hazardous waste and is an essential element in acquiring rail right-of-way properties by the grant applicant; and

NOW THEREFORE BE IT RESOLVED, that acquisition of all rail right-of-way properties will be fully investigated by the grant applicant to determine the absence/presence of hazardous wastes. Investigations shall be conducted in accordance to the standards and practices of the local, state and/or federal regulatory agencies having jurisdiction and by personnel adequately trained in hazardous waste investigation; and

BE IT FURTHER RESOLVED, that all properties, discovered with hazardous wastes which exceed the federal/state standards, will be cleaned up to the satisfaction of the responsible local, state and/or federal regulatory agency. The appropriate regulatory agency shall certify to grant applicant that the cleanup has been completed; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution to the Commission that all reasonable steps have been completed to assure full due diligence in the discovery of hazardous waste has been achieved during the acquisition of rail right-of-way and the state is held harmless from cleanup liability or damages, both present and future; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution that it will not seek further state funding, for cleanup, damages, or liability cost associated with hazardous wastes on or below acquired property's surface; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission:

- o that all rail right-of-way acquisition properties have been investigated and have been found clean;
- o or that the cleanup of discovered hazardous waste has been completed prior to acquisition of the property;
- o or that the grant applicant has obtained permanent easement and the subsurface rights and liability and full responsibility to pay for and remove such hazardous waste remains with the seller in conformance with applicable State and Federal law;
- o or if hazardous wastes are known to exist prior to acquisition and if the applicant determines that time is of the essence for acquisition, then and in that event, an enforceable agreement will be entered into requiring the responsible party(ies) to clean all hazardous wastes by a date certain, with the option of funds sufficient for the clean-up costs deposited in escrow by the seller.

In the event of failure to clean up by the date determined, the recipient of the grant will make full restitution to the State for its participation. This resolve does not preclude the recipient from requesting re-allocation not to exceed the refunded amount after the hazardous waste(s) have been fully removed from the subject site; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission that the seller from whom properties have been acquired retain liability for any hazardous waste investigation and/or cleanup, and damages discovered subsequent to the transfer of title; and

BE IT FURTHER RESOLVED, the Commission declares all future liability resulting from hazardous wastes remain with the seller or the grant applicant, not the state, and the grant applicant has been indemnified by the seller for any costs resulting from failure to eliminate hazardous wastes; and

BE IT FURTHER RESOLVED, no state funds will be made available for any future costs associated with cleanup, damages, or liability costs associated with hazardous wastes on or below the acquired property's surface.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PROPOSITION 108 (1990) - FUND TRANSFER AGREEMENT

COVERING ALLOCATIONS OF PASSENGER RAIL
AND CLEAN AIR ACT BOND FUNDS

The recipient of Clean Air and Transportation Improvement Funds, referred to herein as RECIPIENT, has agreed to accept the provisions contained herein, including all Attachments and Addenda, as a condition of its acceptance of a grant from these sources. The State of California, acting through the Department of Transportation, referred to herein as STATE, shall have the administrative responsibilities described in these provisions.

I. RECITALS

1. RECIPIENT proposes to implement a project described in the attached Project Description. The Project Description has been agreed to by RECIPIENT and approved by STATE. The Project property acquired or constructed with these funds will be dedicated in perpetuity to that specific described public purpose.
2. RECIPIENT has received a commitment of State bond funds to complete all or a portion of the project, as set forth in the attached resolution, and in accordance with applicable provisions of the Public Utilities Code or the Streets and Highways Code.
3. RECIPIENT has submitted a Scope of Work document to STATE, describing tasks to be accomplished under the terms of this agreement, and that document has been approved by STATE.
4. The grant administrators for the parties shall be: for STATE, the District Director of Transportation for the District in which the project is located, and for RECIPIENT, its General Manager or Executive Director or designee.

II. Project Description

1. RECIPIENT agrees to complete the Project as described in the attached Project Description.
2. RECIPIENT agrees that if STATE funds prove insufficient to complete the described Project and open it to revenue operation, that payment of any additional amounts required shall be the sole responsibility of RECIPIENT. RECIPIENT further agrees that it will secure and provide, without further STATE assistance, such additional resources as are necessary to pay these additional amounts and expeditiously complete the Project.

III. SCOPE OF WORK

1. RECIPIENT shall be responsible for complete performance of the work described in the approved Scope of Work document for the particular phase of the project corresponding to the CTC's commitment of future State bond funds. The work description contained in that document shall be separated, where necessary, into separate distinct Project Phases.
2. RECIPIENT acknowledges and agrees that RECIPIENT is the sole control and manager of the proposed project and its subsequent employment for the benefit of the public. RECIPIENT shall be solely responsible for complying with the funding and use restrictions established by the Clean Air and Transportation Improvement Act, the CTC, the State Treasurer, the Internal Revenue Service, and the terms of this AGREEMENT. RECIPIENT shall indemnify defend and hold harmless the STATE, the CTC and the State Treasurer relative to any misuse of Bond Act funds, project property, project generated income or other fiscal acts or omissions of RECIPIENT.
3. A Schedule of Tasks and Estimated Progress Payments shall be included in the Scope of Work document. STATE need not reimburse the RECIPIENT in a cumulative amount greater than the cumulative amount identified in the Schedule for any time period or any earlier than the dates authorized in the drawdown schedule of payments.

4. The Scope of Work shall include a completion date for each of the separate Project Phases or items of work identified therein.

IV. PAYMENT

1. Future funds committed for use on a Project Phase shall be payable to the RECIPIENT only after completion of identified segments of work.
2. RECIPIENT agrees to contribute at least the statutorily required amount of the cost of a Project Phase, or the amount specified in the commitment of future State funds, whichever is greater, from funds available to it. RECIPIENT shall contribute its required amount of the cost of the Project Phase in accordance with a schedule of payment prepared by RECIPIENT and attached to the Scope of Work document.
3. RECIPIENT agrees to submit documentation upon completion of work and prior to State providing funds for any future Project Phase.
4. Not more frequently than once a month, but at least quarterly, RECIPIENT will prepare and submit to STATE, Progress Payment Vouchers consistent with the Scope of Work document, in the format that is attached to the Standard Provisions of Grant. Each such voucher will be accompanied by a report describing the overall work status and progress on tasks for the applicable "Project Phase". If applicable, the first voucher shall also be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the date of the state fund allocation by this Agreement and for which costs are to be credited toward the required local contribution described in Section IV, Paragraph 2 of these Provisions. Final payment vouchers shall be submitted not less than three months prior to the last date on which a payment can be made from the allocated funds, as specified in the Scope of Work document. Reimbursement will be made only for work performed after the date of this agreement and prior to the submittal date of the final voucher.

5. Delivery by STATE of these bond funds is contingent upon budget action by the legislature, fund allocation by the CTC, submittal of all necessary approved documentation (Government Code Section 14085) by RECIPIENT and subject to the sale of bonds by the State Treasurer. In the event bond sales are delayed, canceled, or downsized, STATE shall not be held liable for any resulting damage or penalty.
6. RECIPIENT is prohibited from loaning any portion of the bond proceeds to a private person or business.
7. Notwithstanding the attached CTC Resolution, STATE reserves the right to reduce the amount of funds being made available to the Project upon written notice to RECIPIENT. Any such reduction shall be accomplished by delivery to RECIPIENT of a letter indicating the amount of the reduction, which reduction shall become effective not less than 30 days after receipt.
8. STATE reserves the right to terminate its funding for any project phase upon written notice to RECIPIENT in the event that RECIPIENT fails to proceed with the work in accordance with the Scope of Work document or bonding requirements, or otherwise violates the conditions of these Provisions or the allocation such that substantial performance of a Project Phase is significantly endangered. In the event of such termination, RECIPIENT shall be reimbursed STATE's proportional share of allowable project costs incurred prior to the date of termination provided that all other terms and conditions of this Agreement have been met. Any such termination shall be accomplished by delivery to RECIPIENT of a Notice of Termination, which notice shall become effective not less than 30 days after receipt, specifying the reason for the termination, the extent to which performance of work under these provisions is terminated and the date upon which such termination becomes effective, if beyond 30 days after receipt. During the period before the effective termination date, RECIPIENT and STATE shall meet to attempt to resolve the dispute.

V. REPORTS AND RECORDS

1. RECIPIENT and its contractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by project line item and Project Phase. RECIPIENT and contractor accounting systems shall conform to generally accepted accounting principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment requests. All accounting records and other supporting papers of RECIPIENT and its contractors connected with the performance of a Project Phase under this Agreement shall be maintained for a minimum of three years from the date of final payment under these provisions and shall be held open to inspection and audit by representatives of STATE and the Auditor General of the State of California. In conducting an audit of the costs claimed under these provisions, STATE will rely to the maximum extent possible on any audit arranged by RECIPIENT pursuant to the provisions of federal and state laws. In the absence of such an audit, any audit work performed by RECIPIENTS' external and internal auditors and/or the federal auditors will be relied upon and used when planning and conducting additional audits.
2. RECIPIENT and its contractors agree that contract cost principles at least as restrictive as 48 CFR, Federal Acquisition Regulation System, Chapter 1 Part 31, shall be used to determine the allowability of individual items of cost. RECIPIENT and its contractors also agree to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
3. For the purpose of determining compliance with Public Contract Code Section 10115, et seq., Sections 999 et seq. of the Military and Veterans Code and Title 2, California Code of Regulations, Section 1896.60 et seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code Section 10532, RECIPIENT, the RECIPIENT'S Contractor, subcontractors and STATE shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract,

including but not limited to, the costs of administering the contract. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. STATE, the State Auditor General, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

4. RECIPIENT will insert clauses to the effect of paragraphs 1, 2 & 3 above in all of its contracts funded by STATE under these Provisions.
5. RECIPIENT and STATE agree to conduct, on a quarterly basis, on-site reviews of all aspects of the progress of a Project Phase. The first quarterly review meeting shall take place within 90 days following execution of this Agreement. RECIPIENT agrees, during each quarterly progress review, to inform STATE regarding (1) whether the Project Phase is proceeding on schedule and within budget, (2) any requested changes to the Project Management Plan, (3) major construction accomplishments during the quarter, (4) any problems or anticipated problems which could lead to delays in schedule, increased costs or other difficulties, (5) the status of the Project Budget and, (6) the status of critical elements of the Project Phase.
6. The quarterly reviews will include consideration of whether activities are within the scope of the Project and in compliance with STATE laws, regulations, administrative requirements, and implementation of the Project as STATE considers appropriate.
7. If at any time during the performance of the Project, RECIPIENT and STATE determine that the Project budget may be exceeded, RECIPIENT shall take the following steps:
 - (1) Notify the designated STATE representative of the nature and projected extent of the overrun, and within a reasonable period thereafter, identify and quantify potential cost savings or other measures which will bring the budget into balance, and

(2) Schedule the projected overrun for discussion at the next subsequent Quarterly Review meeting.

VI. GENERAL PROVISIONS

1. Discrimination: In the performance of work under these provisions, RECIPIENT and its contractor(s) will not discriminate against any employee or applicant for employment because of race (1), color (1), religion (1), ancestry (1), sex (1), age (1), national origin (1), or physical handicap (1). RECIPIENT and its contractor(s) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race (1), color (1), religion (1), ancestry (1), sex(1), age(1), national origin(1), or physical handicap(1). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. RECIPIENT and its contractor(s) shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by STATE setting forth the provisions of this Fair Employment Practices Section.
2. Employment Practices: RECIPIENT and its contractor(s) will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with this Fair Employment Practices Section.
3. RECIPIENT agrees to insert, in appropriate contracts, the California Labor Code requirements that all workers employed on public works will be paid not less than the predetermined general prevailing wage rates as determined by the Department of Industrial Relations.

(1) Government Code Section 12940 et. seq.

4. Pursuant to Public Contract Code Section 2000, RECIPIENT agrees to meet, or to make good faith efforts to meet, the following Minority Business Enterprises/Women Business Enterprises/Disabled Veterans Business Enterprises goals in the award of every contract for work to be performed under this standard provisions of grant:

Minority Business Enterprises - 15%

Women Business Enterprises - 5%

Disabled Veterans Business Enterprises - 3%

RECIPIENT shall have the sole duty and authority in determining whether good faith efforts were sufficient as outlined in Public Contract Code Sections 10115 et seq, and the Military and Veterans Code Sections 999 et seq.

5. Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT, its agents and contractors, under, or in connection with any work, authority, or jurisdiction delegated to RECIPIENT under this Agreement or as respects environmental clean up obligations or duties of RECIPIENT relative to a Project Phase or Project properties. It is also understood and agreed that, pursuant to Government Code Section 895.4 RECIPIENT shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) or environmental obligations or duties assumed or occurring by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by RECIPIENT under or in connection with any work, authority, or jurisdiction delegated to RECIPIENT under this Agreement.
6. RECIPIENT is obligated, in perpetuity, to continue operation of the Project dedicated to the public passenger rail transportation purposes for which the Project was initially approved. The Project Right of Way, the facilities constructed or reconstructed on the Project site and/or property purchased shall remain dedicated to the public transit users in the same proportion and scope as described in this Contract.

7. RECIPIENT shall, for the purposes of permanent right of way acquisition (excluding construction easements and excess property whose resale proceeds are returned to STATE), maintain ownership of that Project property for a minimum of twenty years or until the bonds have matured, whichever ever occurs first before transferring or selling that property subject to the credits due STATE as provided in paragraph 10 herein below.
8. RECIPIENT shall coordinate and share any rail rights-of-way, common maintenance services and station facilities used for intercity and commuter rail. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.
9. RECIPIENT agrees that all passenger rail and water borne ferry equipment and facilities acquired or constructed shall be accessible to persons with physical disabilities, including wheelchair users. All passenger vehicles and vessels shall be accessible to wheelchair users at all stops, stations and terminals whether or not staffed.
10. STATE, or any assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit at STATE option, equivalent to the proportionate funding participation by STATE and other NON-RECIPIENT generated public funds towards the Project acquisition or construction in the event that RECIPIENT ceases to utilize the Project for the intended public passenger rail purposes or sells or transfers title to the Project. STATE shall also be granted an acquisition credit for future purchases or condemnation of all or portions of the Project by STATE. The refund or credit due STATE in each instance will be measured by the ratio of STATE and other public funding to that provided by RECIPIENT and that ratio applied to the then fair market value of the Project property.
11. RECIPIENT shall not, without obtaining STATE's prior approval, undertake or enter into any arrangements with respect to bond financed property that may result in or create "Private Activities"

except as may have been previously identified in RECIPIENT's approved Bond Fund Certification package applying for the use of STATE bond funds. STATE approval may be granted only after consultation with Caltrans, the California Transportation Commission (CTC), the State Treasurer, and Bond Counsel, as appropriate, to assure the continued tax exempt status of the Rail Passenger Bonds. Said approval will also be conditioned on the continued obligation of RECIPIENT to assure that all resultant revenues or income from "Private Activity" not delivered to STATE is dedicated exclusively towards rail passenger services or as otherwise directed by STATE. "Private Activity" is defined in the Internal Revenue Code of 1986, as amended, and is interpreted by STATE's "Rail Bond Guidelines."

With respect to any STATE pre-approved "Private Activity", RECIPIENT shall deliver to STATE, unless otherwise expressly provided to the contrary in the attached resolution of the CTC, a proportionate share in any profits, equivalent to STATE's percentage participation in the Project, generated or received as a consequence of sales, rentals, or other STATE approved "Private Activities" from the use of PROJECT properties which generate a revenue stream from other than the basic passenger rail transportation services. Examples of this include, but are not limited to, the sale or lease of acquired PROJECT properties for non-transportation purposes such as rental of or lease agreements respecting air space or underground uses.

The Urban Mass Transportation Administration (UMTA) does not share in any revenue stream from projects which it has participated in. However, UMTA does require that it specifically approve private and incidental uses of its funded projects to assure that they do not adversely impact transit use. Revenues that are derived from these private and incidental uses must be documented, are subject to audit and the revenues are to be applied to transit purposes. UMTA circular 5010.1A provides program management guidelines.

12. These Standard Provisions of Grant, the CTC Resolutions, the Project Description and the Scope of Work document approved by STATE constitute the entire terms of the grant Fund Transfer

Agreement between the parties for the work to be performed pursuant to this grant. The Project Description and/or the Scope of Work document may be modified, altered or revised with the written consent of RECIPIENT and STATE.

13. Additional funding for subsequent Project Phases may be granted through amendments to this agreement, attachment of a new allocation Resolution, and submission by RECIPIENT of an acceptable revised Scope of Work document. When necessary, the project Description shall also be revised by amendment.
14. Recipient shall require all intercity and commuter rail cars purchased to conform with the California Rail car specifications developed by STATE as specified in the Clean Air Transportation Improvement Act.

SCOPE OF WORK
SCHEDULE OF TASKS AND ESTIMATED PROGRESS PAYMENTS

Name of Recipient: Los Angeles County Transportation Commission
 Name of Project: Right of Way Acquisition Burbank Branch/Chatsworth Station
 Resolution Number: BFP-91-18
 Date of Resolution: April 10, 1992
 Amount of Allocation: \$53,300,000.00
 Fund Source: Proposition 108 Bond Sale
 Expiration Date of Funds: October 9, 1992

(\$ 000)

QUARTER first fiscal year*	TASKS**	ESTIMATED FUNDS NEEDED EACH QUARTER		
		Current State Allocation	Other State Allocation	Federal Local
July-Sept.		\$ _____	\$ _____	\$ _____
Oct.-Dec.		_____	_____	_____
Jan.-Mar.		_____	_____	_____
April-June	Acquisition of SP ROW on/or at Burbank Branch, and Chatsworth Station in Los Angeles County	53,300	-0-	53,300
July-Sept.	second fiscal year:	_____	_____	_____
Oct.-Dec.		_____	_____	_____
Jan.-Mar.		_____	_____	_____
April-June		_____	_____	_____
...continue for succeeding fiscal years, if necessary.		\$53,300	-0-	\$53,000
<u>TOTALS</u>				

*Commencing with the fiscal year during which the current state allocation was made.
 **Indicate by an asterisk tasks completed in the quarter.
 ***This format is provided to indicate the minimum amount of project detail and task description required by the State.

**LOS ANGELES TRANSPORTATION COMMISSION
BURBANK BRANCH/CHATSWORTH STATION**

Project Description

Southern Pacific Right-of-Way Acquisition:

Burbank Branch **\$44,800,000**

The Burbank Branch lies just north of Sherman Way and east of Vineland Avenue within the City of Los Angeles. (mile post BY 449.1 to mile post 463.2)

Chatsworth Station: **\$ 8,500,000**

Chatsworth Station has two parcels, parcel 1 is Lots 73 and 74 in section 18, Township 2 north, Range 16 west of Chatsworth Park, in the City of Los Angeles, in the County of Los Angeles, State of California; Parcel 2 is the west half of Lots 88-87, 105-106 and 119-120 of Section 18, Township 2 north, Range 16 west of Chatsworth Park, in the City of Los Angeles, in the County of Los Angeles, State of California.

***Total Project Costs:** **\$53,300,000**

Project Revenue

State

Prop 108	\$140,500,000
Prop 116	\$ 76,800,000
TCI	\$ 18,300,000

Local

\$214,900,000

Federal

\$ -0-

TOTAL: **\$450,500,000**

PROJECT DESCRIPTION

**SP RIGHT-OF-WAY ACQUISITION:
BURBANK BRANCH; CHATSWORTH STATION**

BURBANK BRANCH

The Burbank Branch has been purchased by the LACTC for the purpose of the construction of the San Fernando Valley East-West Rail Transit Project. This Project is an extension of the Metro Red Line: Segment Three, and runs from North Hollywood to Canoga Park. In the event an alternative route (the Ventura Freeway Corridor) is selected for the San Fernando Valley East-West Rail Transit Project, other fixed rail guideway or bus transportation related uses would occur on the SP Burbank Branch ROW.

CHATSWORTH STATION

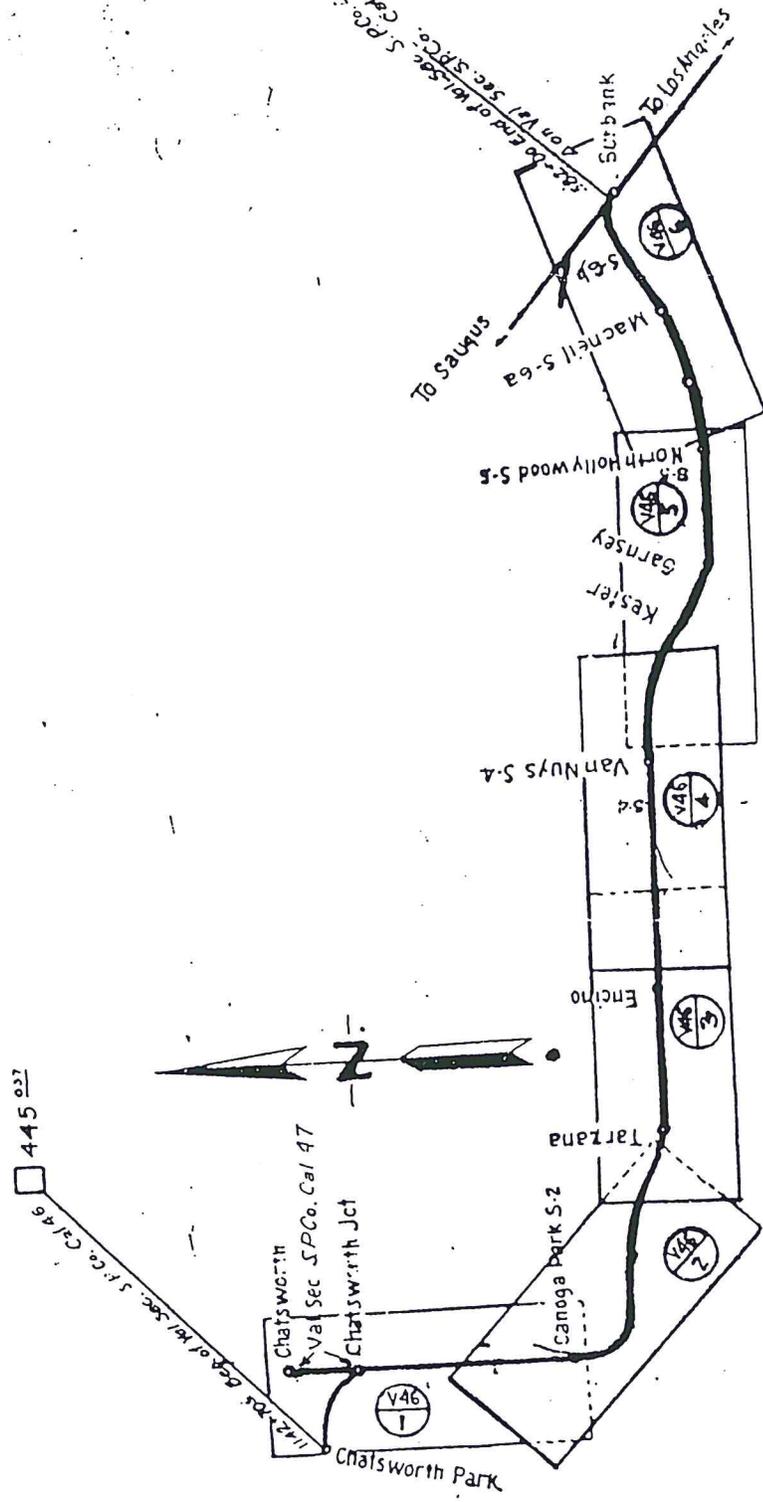
The Chatsworth Station has been purchased by the LACTC for the purpose of the construction of the Chatsworth (City of LA) Metrolink Station. The facility will be a multi-modal transportation facility including a commuter rail station, platform, lighting, and parking for approximately 500 cars. It will serve the LA-Ventura Metrolink Commuter Rail Line, and eventually will also serve Amtrak trains in the Los Angeles-Santa Barbara corridor. The Metrolink System is a regional commuter rail system being developed by the Southern California Regional Rail Authority.

The site is located immediately east of the railroad tracks and west of Canoga Avenue between Devonshire and Lassen Streets in the City of Los Angeles.

To Burbank

1	5290	5596	8
2	5596	5596	7
3	5596	5596	6
4	5596	5596	5

930



INDEX MAP
 SCALE: 1 INCH = 2 MILES

Name of Recipient: Los Angeles County Transportation Commission
 Name of Project: Right of Way Acquisition Burbank Branch/Chatsworth Station
 Resolution Number: BFP-91-18
 Date of Resolution: April 10, 1992
 Amount of Allocation: \$53,300,000.00
 Fund Source: October 9, 1992
 Expiration Date of Funds: Proposition 108 Bond Sale

SCOPE OF WORK APPROVAL:

The Department of Transportation hereby certifies that the attached "Scope of Work" document has been submitted by the recipient named above and that its description of tasks to be accomplished with the allocated funds is complete and in conformance with the allocating resolution specified above.

L. L. Beeler
 Deputy District Director for
 Planning and Public Transportation

4/23/92
 Date

SOURCE		CHARGE		EXP AUTH		SPECIAL DESIGNATION		OBJECT	AMOUNT	DR CR	FISCAL YEAR	ENCUMBRANCE DOCUMENT NUMBER
DIST	UNIT	DIST	UNIT	GEN LED	SUB ACCT	SUB JOB NO.	R/W PARCEL NO.					
				WORK ORDER NO.		LOCATION		BRIDGE NO.				
07	841075275	910101128	31010310	1	1	1	1	01419	44,800,000.00	100	912	RIBIF31010310
07	841075275	910101128	31010311	1	1	1	1	01419	8,500,000.00	100	912	RIBIF31010311
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.								SIGNATURE OF ACCOUNTING OFFICER				DATE
ITEM 2660-101-756		CHAPTER 118		STATUTES 91		FISCAL YEAR 91-92		<i>Shuyuan yed</i>				4-27-92

Memorandum

Item No. 2.5(d)

To: CHAIR AND MEMBERS
California Transportation Commission

Date: March 27, 1992

File: BFP-91-18
ACTION REQUIREDFrom: DEPARTMENT OF TRANSPORTATION
Director's Office

Subject: Financial Resolution

PASSED BY ..

RECOMMENDATION:

It is recommended that the following Resolution be approved

ALLOCATIONS FOR
MASS TRANSPORTATION BOND PROJECTS
RESOLUTION NO. BFP-91-18

- 1.1 WHEREAS, the electorate enacted Proposition 108, the Passenger Rail and Clean Air Bond Act of 1990, in the June 1990 election, authorizing the sale of General Obligation Rail Bonds for rail transit capital purposes; and
- 1.2 WHEREAS, the projects (the "Projects") described within Attachment A are components of the Projects described in Section 2701.07(b) (5-9) of the Streets and Highways Code, as added by the Passenger Rail and Clean Air Bond Act of 1990; and
- 1.3 WHEREAS, the Projects are included in the Adopted 1990 or 1992 State Transportation Improvement Program (STIP); and
- 1.4 WHEREAS, the Los Angeles County Transportation Commission (LACTC), acting pursuant to a joint powers agreement, is the designated legal agent and recipient of bond funds for the Southern California Regional Rail Authority (SCRRA) consisting of the Riverside County Transportation Commission, the San Bernardino Association of Governments, the Ventura County Transportation Commission, the Orange County Transportation Commission, and the Los Angeles County Transportation Commission; and
- 1.5 WHEREAS, the SCRRA and its member agencies have, as part of that agreement, committed to providing any required local matching funds and to fully fund the implementation of the Southern California regional commuter rail program; and
- 1.6 WHEREAS, the City of Glendale has expended \$4,273,500 for the acquisition of right-of-way for their commuter rail station; and
- 1.7 WHEREAS, the City of Glendale has donated the previously purchased commuter rail station right-of-way for the purposes of providing local matching funds; and
- 1.8 WHEREAS, the projects described within Attachment A have been found by the Southern California Association of Governments to be in conformance with the 1989 and 1991 South Coast Air Quality Management Plans (AQMP), under the 1990 Federal Clean Air Act Amendments; and

- 1.9 WHEREAS, these projects are required for the expeditious implementation of Transportation Control Measures 2(g) and 14 in the 1989 and 1991 South Coast AQMPs which require rail service implementation and identified locomotive emission reduction targets by 2010, respectively.
- 2.1 NOW THEREFORE BE IT RESOLVED that \$134,879,000 in 1990 Passenger Rail and Clean Air Bond funds be allocated to the LACTC from Item 2660-101-756, Budget Act of 1991, for the eligible Projects identified in Attachment A at such time as bond funds are made available by the State Treasurer's Office; and
- 2.2 NOW THEREFORE BE IT FURTHER RESOLVED that reimbursement for the Projects specified in Attachment A shall be governed by a fund transfer agreement, or agreements, executed between LACTC, acting on behalf of the SCRRA, and the Department of Transportation (Department); and
- 2.3 NOW THEREFORE BE IT FURTHER RESOLVED that LACTC, acting on behalf of the SCRRA, shall provide a guarantee in the form of a resolution delivered to the California Transportation Commission (CTC) prior to the execution of a fund transfer agreement, said guarantee to be incorporated within said fund transfer agreement, to adhere to the applicable Internal Revenue Service tax regulations, to conform to guidelines which may be issued in the future by the State Treasurer regarding the use of funds derived from bond sales, and to hold harmless and indemnify the CTC, Department, and the State Treasurer against any penalties or costs related to the failure of LACTC or the SCRRA to meet these commitments; and
- 2.4 NOW THEREFORE BE IT FURTHER RESOLVED that this CTC shall be entitled to a then present value refund, or credit, at State's option, equivalent to the proportionate funding participation by the State and other public funds towards property acquisition and project construction in the event that the LACTC, or the SCRRA, or their constituent members, or successor public entities, cease to utilize the project for the intended public passenger rail purposes or sells or transfers title to the project to other than a public entity. This CTC shall also be granted an acquisition credit for future purchases or condemnation of all or portions of the project by the State; and the refund or credit due the CTC in each instance will be measured by the ratio of State and other public funding to that provided from the recipients. That ratio will be applied to the then fair market value of the project property; and
- 2.5 NOW THEREFORE BE IT FURTHER RESOLVED that the LACTC, acting pursuant to its responsibilities as identified in the agreement signed by the member agencies, shall certify, in the form of a formal resolution of its Board delivered to this Commission prior to the execution of a fund transfer agreement, that it has entered into an enforceable agreement with the Union Pacific for clean-up of hazardous wastes of Resolution G-91-2 regarding Hazardous Waste Identification and Clean-up for Rail Right-of-Way; that the State and the CTC are held harmless from clean-up liability or damage, both present and future; and that no additional State funds will be requested for clean-up, damages, or liability associated with hazardous waste on or below the acquired property; and
- 2.6 NOW THEREFORE BE IT FURTHER RESOLVED that LACTC shall provide the Department, commencing with the first quarterly review, with an updated quarterly expenditure plan by category for the balance of all funded project allocations; and

2.7 NOW THEREFORE BE IT FURTHER RESOLVED THAT:

- A. The CTC, acting on behalf of the State, declares its official intent to cause and approve the issuance of taxable or tax-exempt State general obligation bonds under Propositions 108 or 116, as appropriate, to reimburse LACTC, following further approvals, for up to \$134,879,000 of funds expended as costs to complete the Projects;
- B. Project expenditures that are to be reimbursed to the LACTC by the State shall not have been paid from the proceeds of any other tax-exempt indebtedness unless such prior indebtedness will be retired with the proceeds of such State monies;
- C. This Resolution is intended by the CTC to be a declaration of official intent of the State within the meaning of U.S. Treasury Regulations Section 1.103-17(c) with respect to the Projects;
- D. The CTC intends that this Resolution will be continuously available to the public for inspection during normal business hours at the 1120 N Street Office, Sacramento, California, commencing not later than two weeks after the adoption of this Resolution; and

2.8 NOW THEREFORE BE IT FURTHER RESOLVED that this allocation is subject to completed bond sales authorized by the State Treasurer; and

2.9 NOW THEREFORE BE IT FURTHER RESOLVED that this allocation is made contingent upon the implementing agencies continuing to comply with the requirements of the approved 1989 and 1991 South Coast Air Quality Management Plans, or future adopted Air Quality Management Plans, in order to meet the mandated emission reduction targets.

DEPARTMENT SUMMARY AND CONCLUSIONS:

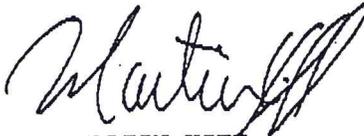
This resolution proposes allocating \$134,879,000 from 1990 Proposition 108 Bond funds to the LACTC for the Projects shown below. The adopted 1990 and 1992 STIPs programmed \$142,100,000 for these Projects in the 1991-92 FY and \$3,079,000 in the 92/93 FY. Details of the transactions, including environmental status, are included on Attachment A.

<u>Project</u>	<u>Program</u>	<u>Amount</u>
1. LA/Riverside commuter rail corridor	Commuter	\$40.100 M
2. City of Glendale	Commuter	\$6.179 M
3. Regional Rail (Burbank Branch)		\$44.800 M ✓
4. Regional Commuter Rail (Chatsworth Station)	Commuter	\$8.500 M
5. LA/SBD capital improvements	Commuter	\$12.200 M
6. LA/Ventura capital improvements	Commuter	\$13.000 M
7. Shared Facilities capital improvements	Commuter	\$10.100 M
	TOTAL	\$134.879 M

ALLOCATION OF FUNDS STATUS:

The following matrix identifies the allocated amount of resources the LACTC has received to date for various rail projects. TCI funds are identified since the 1988-89 FY and bond funds are identified since the 1990-91 FY

FUND	CURT	TCI	TOTAL
116	34,900,000		34,900,000
108	119,700,000		119,700,000
SHA		42,655,500	42,655,500
TP&D		2,472,000	2,472,000
TOTAL	154,600,000	45,127,500	199,727,500



MARTIN KIFF
Deputy Director
Transportation Financing

Attachment

RESOLUTION BFP-91-18

ALLOCATIONS FOR NEW BOND FUNDED RAIL TRANSIT PROJECTS

Project Description	Recipient Expend Cat. Program Code	District County	STIP Number STIP Amount STIP Year STIP Program	RESOLUTION ALLOCATION			Budget Item No.	Budget Encumbrances End/ Liquidations End	RPA Advanced Project Approvals	ALM Advanced Local Match	CEQA***
				State Funds	Federal Funds	Local Amount*					
-1a- LA/Riverside UP commuter rail project. Construction of capital facilities along UP ROW (24.479 M) purchase of rolling stock (\$2.123 M).	Los Angeles County Transportation Commission (LACTC) Local Assistance 30.20.020	07 Los Angeles	TBA	STATE FUNDS: 90 BOND \$26,602,000 SHA \$ 0 TP&D \$ 0 PVEA \$ 0 PROP 116 \$ 0 STATE TOTAL \$ 26,602,000 Federal \$ 0 Local \$ 26,602,000 Project Total \$ 53,204,000	101-756	1991 Chapter 118 6-30-94 6-30-96				{ \$ }	E
-1b- LA/Riverside UP commuter rail project. Construction of capital facilities along UP ROW (\$8.465 M) purchase of rolling stock (\$.734 M).	LACTC Local Assistance 30.20.020	08 San Bernardino	TBA Commuter	STATE FUNDS: 90 BOND \$9,199,000 SHA \$ 0 TP&D \$ 0 PVEA \$ 0 PROP 116 \$ 0 STATE TOTAL \$ 9,199,000 Federal \$ 0 Local \$ 9,199,000 Project Total \$ 18,398,000	101-756	1991 Chapter 118 6-30-94 6-30-96				{ \$ }	E
-1c- LA/Riverside UP commuter rail project. Construction of capital facilities along UP ROW (\$3.956 M) purchase of rolling stock (\$.343 M)	LACTC Local Assistance 30.20.020	08 Riverside	TBA Commuter	STATE FUNDS: 90 BOND \$4,299,000 SHA \$ 0 TP&D \$ 0 PVEA \$ 0 PROP 116 \$ 0 STATE TOTAL \$ 4,299,000 Federal \$ 0 Local \$ 4,299,000 Project Total \$ 8,598,000	101-756	1991 Chapter 118 6-30-94 6-30-96				{ \$ }	E

*All projects include a local match of at least fifty percent, additional local match may be expended on some projects.

**Reflects Governor's Budget Encumbrance & Liquidation time-frames. General Obligation Bond funds have encumbrance and liquidation time-frames more restrictive than provided in the Governor's Budget.

*** E - Exempt; SE - Statutorily Exempt

RESOLUTION BFP-91-18

ALLOCATIONS FOR NEW BOND FUNDED RAIL TRANSIT PROJECTS

Project Description	Recipient Expend Cat. Program Code	District County	STIP Number STIP Amount STIP Year STIP Program	RESOLUTION ALLOCATION			Budget Item No.	Budget Act & Chapter Financing Ends** Advanced Project Encumbrances End/ Approvals	ALM Advanced Local Match	CEQA**
				State Funds	Federal Funds	Local Amount				
-2- Glendale Transportation Center: purchase right-of-way, construct improvements to station and parking structure at City of Glendale.	LACTC Local Assistance 30.20.020	07 Los Angeles	9101 \$3,100,000 91/92 Commuter 9101A \$3,079,000 92/93 Commuter	STATE FUNDS: 90 BOND \$6,179,000 SHA \$ TP&D \$ PVEA \$ PROP 116 \$0 STATE TOTAL \$6,179,000 Federal \$ Local \$5,172,000 Project Total \$12,358,000	101-756	1991 Chapter 118 6-30-94 6-30-96			E	
-3- Regional Rail-- Burbank Branch Line Post Mile 446.2 near Chatsworth to Postmile 446.5. Acquire railroad right-of-way	LACTC Local Assistance 30.20.020	07 Los Angeles	9105G \$50,800,000 91-92	STATE FUNDS: 90 BOND \$44,800,000 SHA \$ TP&D \$ PVEA \$ PROP 116 \$0 STATE TOTAL \$44,800,000 Federal \$ Local \$44,800,000 Project Total \$89,600,000	101-756	1991 Chapter 118 6-30-94 6-30-96		ALM-91-6 \$50,800,000	SE	
-4- Regional Computer Rail-Chatsworth Station in the City of Los Angeles. Acquire 13 acres right-of-way for parking facility.	LACTC Local Assistance 30.20.020	07 Los Angeles	9105H \$8,500,000 91-92 Commuter	STATE FUNDS: 90 BOND \$8,500,000 SHA \$ TP&D \$ PVEA \$ PROP 116 \$0 STATE TOTAL \$8,500,000 Federal \$ Local \$8,500,000 Project Total \$17,000,000	101-756	1991 Chapter 118 6-30-94 6-30-96		ALM-91-6 \$8,500,000	SE	

*All projects include a local match of at least fifty percent, additional local match may be expended on some projects.

**Reflects Governor's Budget Encumbrance & Liquidation time-frames. General Obligation Bond funds have encumbrance and liquidation time-frames more restrictive than provided in the Governor's Budget.

*** E - Exempt; SE - Statutorily Exempt

RESOLUTION BFP-91-18

ALLOCATIONS FOR NEW BOND FUNDED RAIL TRANSIT PROJECTS

Project Description	Recipient Expend Cat. Program Code	District County	STIP Number STIP Amount STIP Year STIP Program	RESOLUTION ALLOCATION			Budget Item No.	Budget Act & Chapter Financing Ends: Encumbrances End/ Liquidations End	RPA Advanced Project Approvals	ALM Local Match	CEQA*
				State Funds	Federal Funds	Local Amount					
5a-											
Los Angeles/San Bernardino Computer Rail SBD to Union Station in Downtown LA: ROW related Improvements (4.019 M) and purchase of rolling stock. (4.928 M).	LACTC	07 Los Angeles	9103 \$27,500,000 91/92 Computer	STATE FUNDS: 90 BOND \$8,947,000 SHA \$ TF&D \$ PVEA \$ PROP 116 \$	\$8,947,000 0 0 0 0	101-756	1991 Chapter 118 6-30-94 6-30-96		ALM-91-3 \$27,500,000 LA County	E	
				STATE TOTAL \$8,947,000 Federal \$ Local \$ 8,947,000 Project Total \$ 17,894,000							
5b-											
Los Angeles/San Bernardino Computer Rail SBD to Union Station in Downtown LA: ROW related Improvements (1.461 M) and purchase of rolling stock (1.792 M).	LACTC	08 San Bernardino	0004R \$13,800,000 91/92 Computer	STATE FUNDS: 90 BOND \$3,253,000 SHA \$ TF&D \$ PVEA \$ PROP 116 \$	\$3,253,000 0 0 0 0	101-756	1991 Chapter 118 6-30-94 6-30-96		ALM-91-3 \$13,800,000 SBD County	E	
				STATE TOTAL \$3,253,000 Federal \$ Local \$ 3,253,000 Project Total \$ 6,506,000							
6-											
Los Angeles/Ventura Computer Rail from Moorpark/Union Station Downtown LA: capital improvements (\$7.274 M) and rolling stock (\$5.718 M).	LACTC	07 Los Angeles	91D4 \$17,800,000 91/92 Computer	STATE FUNDS: 90 BOND \$13,000,000 SHA \$ TF&D \$ PVEA \$ PROP 116 \$	\$13,000,000 0 0 0 0	101-756	1991 Chapter 118 6-30-94 6-30-96		ALM-91-3 \$17,800,000 LA County	E	
				STATE TOTAL \$13,000,000 Federal \$ Local \$ 13,000,000 Project Total \$ 26,000,000							

*All projects include a local match of at least fifty percent, additional local match may be expended on some projects.
 **Reflects Governor's Budget Encumbrance & Liquidation time-frames. General Obligation Bond funds have encumbrance and liquidation time-frames more restrictive than provided in the Governor's Budget.
 *** E - Exempt; SE - Statutorily Exempt

RESOLUTION BFP-91-18

ALLOCATIONS FOR NEW BOND FUNDED RAIL TRANSIT PROJECTS

Project Description	Recipient Expend Cat Program Code	District County	STIP Number STIP Amount STIP Year STIP Program	RESOLUTION ALLOCATION			Budget Act & Chapter Financing Ends: RPA	ALM
				State Funds	Federal Funds	Local Amount		
-7a- Commuter Rail Shared Facilities: At Taylor Yard construction, repair facility, purchase passenger info equipment, improve track, signals, bridge culvert.	LACTC	07 Los Angeles	9102 \$20,600,000 91/92 Commuter	STATE FUNDS:	90 BOND	\$6,932,000	101-756 1991 Chapter 118	ALM-91-3 SE \$10,500,000
				SHA	\$	0		
				TP&D	\$	0		
				PVEA	\$	0		
				PROP 116	\$	0		
				STATE TOTAL	\$6,932,000			
				Federal	\$	0		
				Local	\$	6,932,000		
				Project Total	\$	13,864,000		
				30.20.020				
-7b- Commuter Rail Shared Facilities: At Taylor Yard construction, repair facility, purchase passenger info equipment, improve track, signals, bridge culvert.	LACTC	08 San Bernardino	0003R	STATE FUNDS:	90 BOND	\$3,168,000	101-756 1991 Chapter 118	ALM-91-3 SE \$4,800,000
				SHA	\$	0		
				TP&D	\$	0		
				PVEA	\$	0		
				PROP 116	\$	0		
				STATE TOTAL	\$3,168,000			
				Federal	\$	0		
				Local	\$	3,168,000		
				Project Total	\$	6,336,000		
				30.20.020				

*All projects include a local match of at least fifty percent, additional local match may be expended on some projects.

**Reflects Governor's Budget Encumbrance & Liquidation time-frames. General Obligation Bond funds have encumbrance and liquidation time-frames more restrictive than provided in the Governor's Budget.

*** E - Exempt; S2 - Statutorily Exempt



BEFORE THE LOS ANGELES COUNTY
TRANSPORTATION COMMISSION

Resolution No. 63A

On the motion of Mrs. Bacharach
Duly seconded by Mr. Patsouras
the following resolution is
adopted.

**REVISED RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE STATE
FUNDING AGREEMENTS FOR SOUTHERN PACIFIC RAIL RIGHT-OF-WAY
ACQUISITION PROJECT & COMMITTING TO ACTIONS RELATED TO HAZARDOUS
WASTES ON THE STATE-FUNDED PROJECT**

WHEREAS, the Los Angeles County Transportation Commission ("LACTC") has entered into a purchase and sale agreement dated October 11, 1990 with the Southern Pacific Transportation Company to acquire property for the LACTC's Southern Pacific Rail Right-of-Way Acquisition Project ("the Project"); and

WHEREAS, the LACTC has approved a \$450.0 million financing plan that includes \$217.5 million of state financial assistance and \$232.5 million of local funds for the Project; and

WHEREAS, the LACTC has applied to the California Transportation Commission ("CTC") for state funds to assist in financing the Project; and

WHEREAS, by way of Resolution No. PRB-91-4 dated February 21, 1991 the CTC took final action on a January 23, 1991 motion to allocate \$41.6 million of Proposition 108 State Rail Bond Funds for the Project; and

WHEREAS, CTC Resolution No. PRB-91-4 dated February 21, 1991 also incorporates a January 23, 1991 motion that includes a provision regarding the CTC's investment policy towards the Project. For the Taylor Yard Properties only (including Taylor Yard, Cornfield [Chinatown], Union Station [LAUPT], and Los Angeles River Bridge parcels), the LACTC will comply with the CTC's investment policy. The LACTC reserves the right to negotiate a different investment policy in future contract agreements for right-of-way; and

WHEREAS, the LACTC will continue to seek the balance of state funding needed from the CTC for the Project as outlined in the LACTC's \$450.0 million financial plan; and

WHEREAS, to invoice against state funds allocated by the CTC for the Project, the LACTC is required to execute agreements with Caltrans; and

WHEREAS, the CTC has adopted Resolution No. G-91-2 dated February 21, 1991 as a policy for Hazardous Waste Identification and Clean-Up for Rail Right-of-Way; and

WHEREAS, by Resolution No. G-91-2 dated February 21, 1991 the CTC requires that the LACTC certify that all reasonable steps will have been completed to assure full due diligence in the discovery of hazardous waste is achieved during the Project and that the State of California is held harmless from clean-up liability or damages, both present and future; and

WHEREAS, also by Resolution No. G-91-2 dated February 21, 1991 the CTC requires that the LACTC commit not to seek further state funding for clean-up, damages, or liability costs associated with hazardous wastes on or below the surface of property acquired for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Los Angeles County Transportation Commission:

- (1) That the Executive Director is authorized to execute Fund Transfer Agreements, assurances, certifications, and all other necessary documents and contracts on behalf of the Commission with Caltrans to secure state financial assistance for the Project.
- (2) That the Executive Director is authorized to furnish such additional information as may be required for receiving state financial assistance for the Project.
- (3) That the Executive Director is authorized to certify to the California Transportation Commission on behalf of the Los Angeles County Transportation Commission that all reasonable steps will have been completed to assure that full due diligence in the discovery of hazardous waste has been achieved in acquiring Project property and that the State of California will be held harmless by the Los Angeles County Transportation Commission from clean-up liability or damages, both present and future on the state-funded Project.

BE IT FURTHER RESOLVED, that except for the Taylor Yard Properties for which the above authorizations are immediately effective, the authorizations given by the Los Angeles County Transportation Commission under this resolution are made subject

to a favorable agreement regarding the CTC's investment policy towards the Project with such favorable agreement indicating:

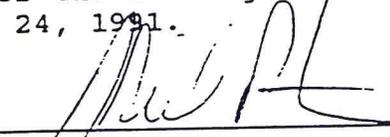
- (1) That title to Project property shall be vested exclusively in the name of the Los Angeles County Transportation Commission.
- (2) That the Los Angeles County Transportation Commission may act alone in making determinations with respect to the sale, lease, rental, or other investment use of Project property if revenues received from such investment use are used according to the following two requirements.
- (3) That use of revenues received by the Los Angeles County Transportation Commission from the sale, lease, rental, or other investment use of Project property shall be limited to mass transportation purposes.
- (4) That, in particular, the revenues which the Los Angeles County Transportation Commission receives from any sale, lease, rental, or other investment use of Project property not exclusively used for mass transportation purposes shall reflect a fair market return, giving consideration to the improvements, dedications, fees and other contributions others agree to make to the mass transportation system, including intermodal facilities and other public facilities. Such revenues also shall be deposited into a special fund to be kept separate and apart from other funds and used solely to pay or reimburse the Los Angeles County Transportation Commission for all costs it has incurred or will incur in connection with the development, operation and maintenance of Project property and the mass transportation system thereon. However, if and when such revenues exceed such costs and an adequate reserve for anticipated future costs computed on an annual basis, the State of California shall be entitled to such excess revenues in a prorata share equivalent to the State of California's participation in the Project property for such annual period, to be restricted for use by the California Transportation Commission for mass transportation projects funded in the State Transportation Improvement Program (STIP) or the Transit Capital Improvement (TCI) Program.

BE IT FURTHER RESOLVED, that the Los Angeles County Transportation Commission will not seek further state funding for clean-up, damages, or liability costs associated with hazardous wastes on or below the surface of property acquired with state funds as part of the Project.

C E R T I F I C A T I O N

The undersigned, duly qualified and the Executive Director of the Los Angeles County Transportation Commission, certifies that the foregoing is a true and correct copy of the Resolution adopted at a legally convened meeting of the Los Angeles County Transportation Commission held on April 24, 1991.

APPROVED:

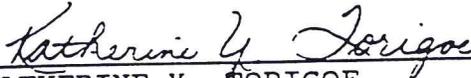


NEIL PETERSON
Executive Director

4/25/91

DATE

ATTEST:



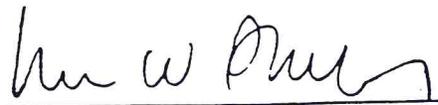
KATHERINE Y. TORIGOE
Executive Secretary

4/25/91

DATE

APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel



NINA W. PHILLIPS
Deputy County Counsel