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LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

EXEMPT FROM FILING FEES
[GOVERNMENT CODE § 6103]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity,

Petitioner and Plaintiff,

v.

CITY OF BURBANK, a municipal corporation; and DOES 1-10, inclusive,

Respondents and Defendants.

Case No. 26STCP01904
[Related to Case No. 26STCP03189]

FIRST AMENDED AND SUPPLEMENTAL VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF, BREACH OF CONTRACT, BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(Code Civ. Proc., §§ 1085, 1087, 1060, 526, 527; Civ. Code, § 3300)

ASSIGNED FOR ALL PURPOSES:
Hon. Stephen Morgan, Dept. S

Action filed: May 19, 2026 (CEQA)

Petitioner and Plaintiff Los Angeles County Metropolitan Transportation Authority ("Metro") hereby alleges as follows:

INTRODUCTION

1. The dispute in this matter has narrowed, but not ended. After Metro filed this action, the City of Burbank ("City") approved most of the Approved-for-Construction plans and issued permits allowing construction of the undisputed portions of Metro's North Hollywood to Pasadena Bus Rapid Transit Corridor Project ("Project") to proceed. The City nevertheless continues to withhold approval of 16 plan sheets that implement dedicated bus lanes on Olive Avenue, Alameda Avenue, and Buena Vista Street within the City. Metro contends that the City may not use its limited design-review and permitting role under the parties' Cooperative Agreement ("Agreement") to require a different Project configuration. Metro brings this amended and supplemental verified petition and complaint to obtain writ, declaratory, injunctive, and contractual relief resolving the parties' remaining dispute and to compel the City to perform its obligations under the Agreement and applicable state law.

2. The Project is a 19-mile bus rapid transit ("BRT") corridor connecting the San Fernando and San Gabriel Valleys, two of the County's most populous subregions. Los Angeles County voters approved Measure M in 2016 with over 71 percent support, dedicating $267 million of local sales tax revenues to the Project. Metro included the Project in its Twenty-Eight by '28 initiative to deliver priority transportation improvements in advance of the 2028 Olympic and Paralympic Games ("LA28"). The Project is scheduled to begin revenue service in February 2028 and is expected to serve approximately 35,000 daily riders, while reducing end-to-end travel time from roughly two hours to approximately 70 minutes.

3. Dedicated bus lanes are central to the Project's ability to deliver to residents of Los Angeles County the transportation improvements they directed Metro to implement using Measure M sales tax revenues. Dedicated bus lanes enable the faster, more reliable service that distinguishes BRT from conventional bus operations and that justified voter funding. The City continues to use its review and permitting role to withhold approval of Project elements implementing those dedicated lanes.

4. The City's limited review and permitting role over the Project is not inherent or authorized by statute; Metro conferred it by contract. State law grants Metro broad authority to

construct and operate transit facilities along public streets and other public ways, subject to specific coordination requirements set out in the Public Utilities Code. (Pub. Util. Code, §§ 30001, 30630, 30633, 30631, subd. (a).) Through the Cooperative Agreement, Metro extended the City a role in design review, permitting, and construction coordination. The Agreement defines that role and limits it to its terms.

5. In exchange for review and approval rights it did not have by law, the City committed to provide "expedited review and approval procedures" for design and permitting. (Coop. Agmt., § 1.1(a).) The Agreement reserves to Metro the sole authority to determine the Project's features and to amend the Project's scope, subject to the Final Environmental Impact Report ("Final EIR") and any required Board approvals. (*Id*., §§ 1.1(e), 3.3(c).) The City's role is limited to conformance-based review, permit processing, and construction coordination; it does not include authority to alter Project features, including the use of dedicated bus lanes.

6. The City's opposition to dedicated bus lanes on one segment of Olive Avenue predates the Agreement. On April 28, 2022, the Metro Board certified the Project's Final EIR and approved the Project with dedicated bus lanes on key segments within the City. The City submitted comments on the Draft and Final EIRs urging Metro to adopt mixed-flow operation on the segment of Olive Avenue between Buena Vista Street and Lake Street within the City. But Metro declined. The City did not challenge Metro's certification of the Final EIR and approval of the Project within the limitations period under Public Resources Code section 21167. Metro's approval of the Project is now final and conclusive.

7. In March 2024, when the City Council considered the proposed Cooperative Agreement, City staff recommended approval of the Agreement subject to the City's proposed changes. Those proposed changes included specifying mixed-flow operation on Olive Avenue between Buena Vista Street and First Street on Exhibit 1 (Project Description). Staff separately sought Council direction on whether to require the detailed project description, and cautioned that including it could prevent Metro's execution of the Agreement. The City Council approved the Agreement without accepting staff's redline changes to Exhibit 1. The Council also formed an ad hoc subcommittee, consisting of two of its members, to discuss the City's remaining concerns and necessary neighborhood protection

with Metro. From April through October 2024, Metro and the City continued negotiating the Agreement's terms. During those negotiations, the City did not request changes to the side-running dedicated bus lanes depicted in Exhibit 3 (Project Site) of the Agreement or request that additional detail be added to Exhibit 1.

8. The City executed the Agreement in October 2024. The Agreement defines the Project by reference to the Project Description and the Final EIR, and its exhibits reflect a Project operating with a combination of mixed-flow and dedicated bus lanes. (Coop. Agmt. Art. 11, Exhs. 1, 3.) In December 2024, the Metro Board, relying on the executed Agreement, approved the Project Pre-Construction Budget, and Metro executed and delivered the Agreement to the City in January 2025.

9. In October 2025, the Legislature enacted Senate Bill 79 ("SB 79"), which authorizes higher-density development near qualifying transit stops. (Gov. Code, §§ 65912.155–65912.162.) A bus stop qualifies under SB 79 only if the bus operates in "full-time dedicated lanes or in a separate right-of-way." (Pub. Resources Code, § 21060.2, subd. (a)(1); see Gov. Code, § 65912.156, subd. (p).) During its review of Metro's 100% design plans, on January 27, 2026, the City issued a staff report evaluating whether certain Project stations might qualify for higher density residential or mixed-use development under SB 79. That staff report acknowledged that its conclusions were speculative and dependent on future determinations, including mapping of SB 79-eligible stops by the Southern California Association of Governments ("SCAG"). The report concluded that one Project station clearly qualifies under SB 79, three do not qualify, and two might qualify depending on final design.

10. On January 30, 2026, three days after the January 27, 2026 report, the City invoked SB 79 to demand that Metro undertake additional review under the California Environmental Quality Act ("CEQA"). By February 17, 2026, the City escalated its position, stating that it would not issue construction permits unless Metro either prepares a subsequent EIR or removes all dedicated bus lanes from the Project. This was the first time that the City objected to dedicated bus lanes at locations other than on Olive Avenue between Lake Street and Buena Vista Street. The City maintained that Metro must prepare a subsequent EIR or remove dedicated bus lanes throughout the Agreement's dispute-resolution process, which concluded without resolution, and it confirmed it again on May 18, 2026, when it refused to approve Metro's April 16, 2026 Approved-for-Construction plans submission unless

Metro either conducts subsequent environmental review or modifies the Project to avoid what the City characterizes as SB 79-related impacts.

11. On April 22, 2026, the City proposed to withdraw its CEQA demand only if Metro agreed to eliminate dedicated bus lanes at four stations on or adjacent to Olive Avenue. (Exh. N [4-22-26 Prescott Letter].)

12. In August and September 2026, the parties substantially narrowed the dispute in an effort to mitigate Metro's damages. On September 1, 2026, the City approved undisputed portions of the Project by approving 259 of 275 plan sheets of Metro's third Approved-for-Construction plan ("AFC03") and thereafter issued permits allowing construction of these undisputed portions of the Project to proceed, including the dedicated median-running bus lane on Glenoaks Boulevard between Providencia Avenue and the Burbank-Glendale boundary. The City did not approve sixteen plan sheets (the "16 Sheets") that would implement dedicated bus lanes through signing, striping, and signals. Although the partial approvals allowed construction to proceed, they did not resolve the dispute concerning the remaining dedicated-lane elements. Metro maintains that the City's failure to approve the 16 Sheets constitutes a continuation of the City's breach of the Cooperative Agreement.

13. On September 29, 2026, the City formally denied approval of the 16 Sheets. The City stated that it rejects full-time dedicated bus lanes on Olive Avenue, Alameda Avenue, and Buena Vista Street. The City contended that its disapproval is consistent with Exhibits 1 and 3 of the Cooperative Agreement because, according to the City, those exhibits "intentionally did not specify roadway striping configurations." The City further stated that it "owns the relevant street rights of way along the Project corridor," though the City provided no support for that proposition. The City went on to state that Metro cannot "take said streets in a dedication exclusively for its transit use" and that the City has authority to approve or deny roadway signing and striping along the Project corridor. Metro disputes that the City has ownership of the public rights-of-way such that it is authorized to exclude the Project's dedicated bus lanes or require a different Project configuration. The streets at issue are dedicated to public use, and Metro possesses independent statutory authority to construct and operate transit facilities within the public rights-of-way. The City has no authority to withhold approval of the 16 Sheets on the grounds stated in the City's September 29, 2026 letter. The Cooperative Agreement

identified the Project's dedicated-lane configuration, which was known to the City when it approved and executed the Agreement, and the City agreed to that configuration.

14. The parties further narrowed the dispute through a Stipulation and Order entered October 5, 2026. The City agreed that it will not rely on SB 79 or its actual or potential effects as a basis for withholding, denying, delaying, or conditioning any Project approval, including approval of the 16 Sheets and the dedicated bus lanes depicted therein. The City also withdrew all CEQA-based grounds from its prior Project comments and correspondence and agreed not to assert any CEQA-based ground for withholding, denying, delaying, or conditioning Project approvals. Accordingly, Metro does not presently seek the CEQA-specific relief alleged in its original Petition. The City's remaining objections to the dedicated lanes, however, have not been resolved.

15. Metro now seeks relief directed to the dispute that remains: a peremptory writ of mandate compelling the City to approve the 16 Sheets within the limits of its lawful authority and the Cooperative Agreement; declaratory and injunctive relief resolving the parties' respective authority over the Project's dedicated-lane configuration and the City's review of the 16 Sheets; specific performance of the City's contractual obligations; and recovery of damages caused by the City's continuing breach of the Agreement to the extent established according to proof. The City's continued denial of the 16 Sheets prevents completion of the Project as approved and continues to threaten timely and efficient delivery of this County voter-approved Project. Alternatively, Metro seeks an order deeming the 16 Sheets approved under the Cooperative Agreement.

PARTIES

16. Metro is a public agency and public corporation existing under the laws of the State of California. The Legislature created Metro and its predecessor (Southern California Rapid Transit District) to develop a comprehensive mass rapid transit system in Southern California. (Pub. Util. Code, § 30001.) (In 1993, the Legislature consolidated the Southern California Rapid Transit District and the Los Angeles County Transportation Commission into Metro, which incorporated all their powers, duties, and obligations.) (*Id*., §§ 130051.13–130051.14.) Metro is authorized to acquire, construct, develop, operate, and maintain transit facilities, including along public streets and rights-of-way. (*Id*.,

§§ 30630, 30633, 30631, subd. (a).) Metro is the lead agency for the Project under CEQA and is beneficially interested in the relief sought.

17. The City is a municipal corporation and charter city existing and organized under the laws of the State of California and situated within the County of Los Angeles. The City has held itself out as a responsible agency under CEQA with respect to the Project. The City is a party to the Cooperative Agreement for the Project, which the City executed in October 2024.

18. Metro is informed and believes, and on that basis alleges, that Respondents Does 1 through 10, inclusive, are persons or entities whose true names and capacities are presently unknown to Metro. Metro will seek leave to amend this Petition to allege their true names and capacities when ascertained. Metro is informed and believes, and on that basis alleges, that each of the fictitiously named Respondents is responsible in some manner for the acts, omissions, occurrences, and liabilities alleged in this Petition.

JURISDICTION AND VENUE

19. This Court has jurisdiction over this action under Code of Civil Procedure sections 1085 (traditional mandate), 1060 (declaratory relief), 526 and 527 (injunctive relief), and 410.10 (general subject matter jurisdiction). This Court has jurisdiction to issue a peremptory writ of mandate in the first instance, or an alternative writ under Code of Civil Procedure section 1087, to compel the City to perform its duties under the Cooperative Agreement and state law.

20. Venue is proper in this Court under Code of Civil Procedure section 394, subdivision (a), because this action is brought against the City of Burbank, a local agency situated within the County of Los Angeles, and the causes of action arise from acts occurring within the County of Los Angeles. Venue is also proper under Code of Civil Procedure section 393, subdivision (b), because this action concerns the official acts of a local agency within the County of Los Angeles, and under Code of Civil Procedure section 395, subdivision (a), because the obligations and liabilities at issue arose in, and are to be performed in, the County of Los Angeles.

FACTUAL BACKGROUND

A. Metro and Its Statutory Mandate

21. Los Angeles County has long suffered some of the most severe traffic congestion in the world. That congestion imposes serious environmental, public health, and economic costs on the County's residents, and constrains the movement of people and goods throughout the region.

22. The California Legislature has declared that a comprehensive mass rapid transit system is essential to Southern California, particularly Los Angeles. (Pub. Util. Code, § 30001, subd. (a).) The Legislature found that the development of trade and the movement of people in and around Los Angeles are matters of state policy, and that the limited powers of the existing transit authority were insufficient to meet the region's needs. (*Id.,* § 30001, subds. (b)–(c).) The Legislature created Metro to advance that policy and directed that Metro's enabling statute "shall be liberally construed" to carry it out. (*Id*., § 30002.)

23. To enable Metro to fulfill its statutory mandate, the Legislature endowed Metro with broad authority. Thus, Metro has the power to acquire, construct, develop, jointly develop, own, control, use, lease, sublease, sell, operate, and maintain stations, platforms, bus lines, rights-of-way, and all other facilities necessary, incidental, or convenient for transit service, whether located underground, above ground, or over public streets, highways, and other public ways. (Pub. Util. Code, §§ 30630, 30633, 30631, subd. (a).) That authority extends, by statute, to construction and operation along city streets and other public ways "to the same extent" as such rights and privileges are granted to municipalities within the state. (*Id*., § 30633.)

24. As a state-created entity addressing matters of statewide concern, Metro is not otherwise subject to local regulation absent express consent. (See *Rapid Transit Advocates, Inc. v. Southern Cal. Rapid Transit* Dist. (1986) 185 Cal.App.3d 996, 1000–1001 (*Rapid Transit Advocates*) [Metro's predecessor was not subject to municipal jurisdiction because, among other reasons, it was "a regional governmental body with statewide concerns"]; *Hall v. City of Taft* (1956) 47 Cal.2d 177, 180–181 (*Hall*) [legislation governing public agency of statewide concern and supervision controls over attempted regulation by local government].)

25. The voters of Los Angeles County have repeatedly affirmed Metro's mandate to develop a comprehensive public transit system by approving four ½-cent local sales tax funding measures, including Propositions A and C, and Measures R and M. In November 2016, County voters approved Measure M with 71.15 percent support, establishing a permanent half-cent sales tax to fund transportation improvements, including expansion of Metro's rail and bus systems. Measure M allocated substantial funding to advance a bus rapid transit corridor connecting the San Fernando and San Gabriel Valleys. That corridor, previously identified in Metro's 2013 Countywide Bus Rapid Transit and Street Design Improvement Study as one of the region's most heavily traveled transit corridors lacking premium bus service, became the North Hollywood to Pasadena Bus Rapid Transit Corridor Project that is the subject of this action.

B. The Project

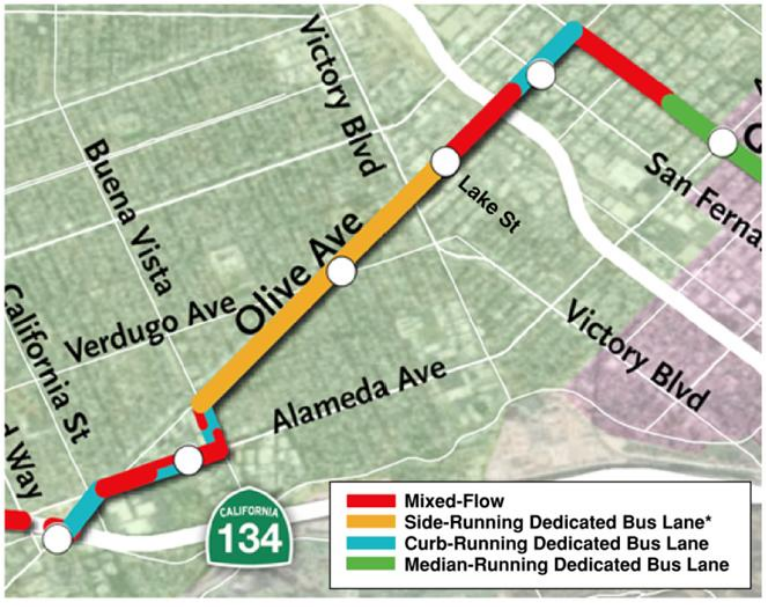
26. The Project is a 19-mile BRT corridor connecting the San Fernando and San Gabriel Valleys. The corridor runs from the North Hollywood B/G Line Station in the City of Los Angeles eastward through the Cities of Burbank and Glendale to Pasadena City College in the City of Pasadena, generally paralleling the Ventura Freeway. The Project is designed to provide premium transit service to approximately 35,000 daily riders, with an end-to-end travel time of 70 minutes—roughly half the travel time presently required to make the same trip by existing local bus service.

27. The Project is identified in the regional and countywide planning documents that implement Metro's statutory mandate, including SCAG's 2024 Regional Transportation Plan and Sustainable Communities Strategy (Connect SoCal), Metro's Long Range Transportation Plan, and the Measure M Expenditure Plan, which allocates the Measure M funding described above. These documents identify the Project as part of the regional transit network that Metro and SCAG have planned to advance the region's mobility, air quality, and greenhouse gas reduction objectives.

28. The Project's performance depends on its use of dedicated bus lanes. With such lanes, the Project is anticipated to operate approximately 20 to 25 percent faster within the City than it would in mixed-flow traffic, and up to 40 percent faster than existing local bus service. Dedicated bus lanes, combined with signal priority, all-door boarding, and enhanced stations, enable the Project to provide a "rail-like" transit experience along local roadways. Without dedicated lanes on key segments, the

Project cannot achieve the travel times, reliability, or ridership that justified the voters' support and local investment under Measure M. The Project will strengthen connections between Metro's B and G Lines in North Hollywood and the A Line in Pasadena, allowing passengers to travel between the San Fernando and San Gabriel Valleys without first traveling through Downtown Los Angeles. Metro's experience during the 2026 World Cup demonstrated the effects of major-event congestion on ordinary transit service. For instance, Metro observed some regular fixed-route buses operating more than 25 minutes behind schedule because of event-related congestion. The Project's dedicated lanes will reduce buses' exposure to the increased congestion expected during LA28, benefiting spectators and Games workers as well as regular riders traveling to work, healthcare, and other daily destinations.

29. Six of the Project's 22 stations are located within the City. Entering the City from the west, the eastbound alignment accesses Olive Avenue via the Pass Avenue exit from eastbound State Route 134, serving a station at Olive Avenue/Hollywood Way. The alignment continues on Olive Avenue to Alameda Avenue and Buena Vista Street through the Burbank Media District, serving a station at Buena Vista Street/Alameda Avenue. The alignment returns to Olive Avenue and continues eastward through Downtown Burbank, serving stations at Olive Avenue/Verdugo Avenue, Olive Avenue/Lake Street (adjacent to the Burbank-Downtown Metrolink Station), and Olive Avenue/San Fernando Boulevard. The alignment turns on Glenoaks Boulevard, serving a station at Glenoaks Boulevard/Alameda Avenue before entering the City of Glendale.



Burbank Segment as approved by Board - April 2022

30. The Project's lane configurations within the City reflect a combination of mixed-flow, curb-running, side-running, and median-running operations, configured based on each segment's characteristics. As relevant here, dedicated bus lanes are provided on segments of Olive Avenue, including side-running lanes between Buena Vista Street and Lake Street through Downtown Burbank, on Alameda Avenue, and on Glenoaks Boulevard. Mixed-flow operation is retained at constrained locations, including across the Olive Avenue bridge. The Project's lane configurations within the City are reflected in the Final EIR and incorporated into the Cooperative Agreement's definition of the Project. The Agreement defines the "NoHo to Pasadena Project" by reference to Exhibit 1 (Project Description) and the Final EIR; Exhibit 1 provides that the Project will operate with "various configurations of mixed-flow and dedicated bus lanes depending on location"; and Exhibit 3 (Project Site) clearly depicts the Project's dedicated-lane segments through distinct color designations identified in its legend.

C. CEQA Review and the Metro Board's 2022 Project Approval

31. Metro is the lead agency for the Project under CEQA. (Pub. Resources Code, § 21067; 14 Cal. Code Regs. ("CEQA Guidelines"), § 15367.) As lead agency, Metro has principal responsibility for conducting environmental review of the Project, including preparation and certification of the EIR. (Pub. Resources Code, § 21002.1, subd. (d); CEQA Guidelines, §§ 15050–15051.)

32. On October 26, 2020, Metro circulated a Draft EIR for public review and comment. The Draft EIR analyzed the Project's potential environmental impacts, including impacts associated with the dedicated bus lanes then proposed. The City of Burbank submitted comments on the Draft EIR objecting to several aspects of the Project as then proposed, including the use of dedicated bus lanes on Olive Avenue and the associated removal of parking and narrowing of sidewalks.

33. In response to comments, including those of the City, Metro refined the Project. Metro relocated the proposed station from the Olive Avenue bridge to the Olive Avenue/Lake Street intersection, eliminating the need for a dedicated bus lane on the bridge, and substituted a side-running bus lane for a curb-running bus lane through the Olive Avenue/Verdugo Avenue/Sparks Street intersection. Metro incorporated these refinements into the Final EIR issued in March 2022.

34. The City submitted a comment letter on the Final EIR requesting that the Project operate in mixed-flow traffic on Olive Avenue between Buena Vista Street and Lake Street rather than in the side-running dedicated bus lanes reflected in the Final EIR. Metro declined that request. A true and correct copy of the City's April 20, 2022 comment letter is attached as **Exhibit A.**

35. On April 28, 2022, the Metro Board of Directors certified the Final EIR, adopted CEQA Findings of Fact and a Mitigation Monitoring and Reporting Program, and approved the Project. The Final EIR concluded that, with mitigation, the Project's potentially significant impacts would be reduced to less-than-significant levels. On or about April 29, 2022, Metro filed a Notice of Determination ("NOD") with the County Clerk's Office and the State Clearinghouse. A true and correct copy of the NOD is attached as **Exhibit B**.

36. No action or proceeding was filed within 30 days of Metro's filing of the NOD challenging the Metro Board's approval of the Project under CEQA. (See Pub. Resources Code, § 21167.) The limitations period under section 21167 expired on or about May 31, 2022. As a matter of law, after May 31, 2022, Metro's certification of the Final EIR and approval of the Project are final and conclusive as to all persons, including the City as a potential responsible agency. (*Id*., § 21080.1, subd. (a).) To the extent the City has discretionary authority over the Project, the City must conclusively presume the Final EIR is valid. (*Id*., § 21167.2.)

D. The Cooperative Agreement

37. By March 2024, the Project's design had progressed to the point that Metro and the City determined to memorialize their respective roles in delivering the Project. Metro and the City accordingly negotiated a Cooperative Agreement for the Design and Construction of the Project. A true and correct copy of Shmel Graham's October 1, 2024 email transmitting the clean execution version of the Agreement, including that attachment and the preceding email correspondence, is attached as **Exhibit C.1**; a true and correct copy of Lisa Kurihara's October 2, 2024 reply, including the preceding email correspondence, is attached as **Exhibit C.2**; and a true and correct copy of the signature page excerpted from the executed Agreement is attached as **Exhibit C.3**. The relationship between the color execution version and the executed Agreement is further described below.

38. The City Council considered an earlier version of the proposed Cooperative Agreement at its meeting on March 26, 2024. City staff recommended approval of the Agreement subject to incorporation of the City's proposed redline changes and separately sought Council direction on whether to require a more detailed Project Description specifying mixed-flow operation on Olive Avenue between Buena Vista Street and Lake Street. The proposed redline to Exhibit 1 specified mixed-flow operation on Olive Avenue between Buena Vista Street and First Street. That proposed language was inconsistent with Exhibit 3 to the proposed Agreement, which, among other things, depicted side-running dedicated bus lanes on Olive Avenue between Buena Vista Street and Lake Street. Staff cautioned that including the redline edits to the Project Description could prevent Metro from approving the Agreement. A true and correct copy of the March 26, 2024 City Staff Report, together with relevant excerpts of Attachment 1 (draft Cooperative Agreement with City staff's redline changes), and Attachment 2 (Project Alignment), is attached as **Exhibit D**.

39. During the March 26, 2024 City Council meeting, David Kriske, the City's Assistant Community Development Director, Planning and Transportation, displayed a slide labeled "Project Description & Alignment," depicting Exhibit 3 (Project Site) of the Cooperative Agreement. (Reproduced below.)



(Source: March 26, 2024 City Council Presentation.)

40. During his presentation at the March 26, 2024, City Council meeting, Kriske identified the orange designation on that graphic as a side-running dedicated bus lane. He also presented the Council with a slide expressly framing the question whether the orange-marked segment on Olive Avenue between Buena Vista Street and Lake Street should be changed to "mixed-flow with cars until ridership goal met" or remain as Metro had approved it, a side-running bus lane. The presentation thus reflects the City's understanding that Exhibit 3 depicted dedicated-lane configurations within Burbank, including the side-running dedicated lanes on Olive Avenue.

41. The City Council took several actions concerning the Agreement at its March 26, 2024 meeting. In presenting the Agreement to the Council, City staff displayed the Project alignment as reflected in Exhibit 3 in color and identified the orange-marked segment on Olive Avenue as a side-running dedicated bus lane (as shown directly above). City staff presented to the Council the question whether that segment should instead be changed to mixed-flow operation. By unanimous vote, the Council approved the Agreement subject to the City's other proposed redline changes, but expressly *excluded* the proposed mixed-flow language on Exhibit 1 (Project Description) of the Agreement. The Council further directed staff to consider whether to require a more detailed Project Description specifying mixed-flow lanes on Olive Avenue between Buena Vista Street and Lake Street. The Council also formed an ad hoc subcommittee to discuss the City's remaining concerns regarding the Project with Metro. The Council did not require, as a condition of execution, the inclusion of mixed-flow language in the Project Description, and did not direct any change to Exhibit 3. A true and correct copy of the City Council's March 26, 2024 minutes is attached hereto as **Exhibit E**.

42. Following the City Council's approval, Metro and the City continued to finalize the Agreement. From March 2024 to October 2024, during the negotiations following the Council's approval, the City did not request any change to the dedicated-lane configuration depicted in Exhibit 3, and no change was made to Exhibit 3 before execution. On October 1, 2024, Shmel Graham of Ashurst, counsel supporting Metro in the negotiation, transmitted the execution version of the Agreement in color to Lisa Kurihara, the City's Senior Assistant City Attorney. (See ¶ 37, Ex. C.1.) Exhibit 3 in that execution version contained the same Project Site graphic that had been presented to the City Council. On October 2, 2024, Ms. Kurihara advised that the City team was satisfied with the remaining

clarifications and asked how many copies were needed so that the City could begin circulating the Agreement for signature. (*Id*., Ex. C.2.) The City executed the Agreement in October 2024. The executed Agreement does not include the mixed-flow language that City staff proposed before the March 26, 2024 meeting. Instead, Exhibit 1 of the executed Agreement provides that the Project will operate with "various configurations of mixed-flow and dedicated bus lanes depending on location," and Exhibit 3 contains the same Project Site graphic transmitted to the City in color as part of the execution version. The executed Agreement thus preserves dedicated bus lanes on Olive Avenue, Glenoaks Boulevard, and Alameda Avenue, consistent with the Final EIR and Metro Board approval of the Project. (Coop. Agmt., Art. 11; Exhs. 1, 3.) Although the City has since then expressed a preference for mixed-flow operation on Olive Avenue, at no time after execution of the Agreement did the parties amend the Project Description.

43. The Agreement memorializes the parties' shared commitment to deliver the Project on schedule. (See e.g., Coop. Agmt., §§ 2.4(a), 2.5(b).) It also acknowledges the Project as "a high priority public works project" and requires that the City "will provide [Metro] with expedited review and approval procedures in connection with design, design reviews, permitting, and other authority to be exercised by the City." (*Id*. § 1.1(a).)

44. As discussed, Metro's authority to construct and operate transit facilities along public streets and other public ways is established by statute and is correspondingly broad. (Pub. Util. Code, §§ 30630, 30633, 30631, subd. (a).) The Legislature has imposed only limited, specifically enumerated constraints on that authority. In particular, installations within state freeways and other state highways require approval from the Department of Transportation or compliance with the Streets and Highways Code. (*Id*., § 30631, subd. (a).) Where construction necessitates the relocation or modification of facilities owned by another public or private entity, that entity can perform the work with reasonable promptness, and Metro will reimburse its actual costs pursuant to prior agreement. (*Id*., § 30631, subd. (b).) Metro may enter into agreements with a city or the county to close streets within a local jurisdiction. (*Id*., § 30631, subd. (c).) These provisions define the full extent of statutory constraints on Metro's use of public rights-of-way; beyond them, Metro is not subject to local regulation. (*Rapid Transit Advocates*, *supra*, 185 Cal.App.3d at pp. 1000–1001; *Hall*, *supra*, 47 Cal.2d at pp. 180–181.)

45. Although Metro is not subject to local regulation, it agreed to obtain City permits and comply with City standards, but only "to the extent required under and in accordance with" the Agreement. (Coop. Agmt., §§ 2.5(a), 4.3(a).) The Agreement, in turn, confers a defined role on the City in design review, permitting, and construction coordination, and limits that role to its terms.

46. Metro retains design authority under the Agreement. To avoid any doubt, the Agreement expressly provides that, as between the City and Metro, "[Metro] has sole discretion to determine whether, and which, features or facilities are required in order for [Metro] to comply with its obligations under Applicable Law in connection with the … Project." (Coop. Agmt., § 3.3(c).) Metro is responsible for ensuring that the design of construction work for the Project complies with applicable law and the Final EIR. (*Ibid*.) Likewise, Metro "may elect ... to amend the scope of the … Project as set out in EXHIBIT 1 (Project Description) ... in its sole discretion subject to the FEIR and any required board approvals." (*Id*., § 1.1(e), formatting omitted.) The authority to determine the Project's features and amend its scope thus rests exclusively with Metro, not the City.

47. The Agreement therefore does not authorize the City to use its review of Designs for Rearrangements to approve or disapprove the Project as a whole, to modify its underlying design or operational characteristics, or to require removal of Project features such as dedicated bus lanes. (Coop. Agmt., §§ 1.1(e), 3.3(c).)

48. The City's design-review role is correspondingly limited to review of "Rearrangements"—that is, work involving alteration or installation of City Facilities necessary to accommodate the Project—under Section 3.3 and Exhibit 7. (Coop Agmt, Art. 11.)

49. The Agreement imposes strict timeframes and consequences governing the City's exercise of its review and permitting functions. Approvals must be processed within specified timeframes and "must not be unreasonably withheld, conditioned, or delayed." (Coop. Agmt., § 2.10.) Approvals may be deemed granted if the City does not act within the prescribed period, subject to limited exceptions not relevant here. (*Id*., § 10.13(c).) The City must complete its review of Metro's design submittals within 30 days; if no comments are received within that period, the submittal is deemed complete and approved. (*Id*., Exh. 7, § 2.4.) Article 10, section 10.13(c), separately provides for deemed approval where no response is provided within the prescribed period.

50. The City's ability to reject submittals is similarly limited to "Compliance Comments"—that is, comments based on a submittal's failure to comply with a covenant, condition, term, or provision of the Agreement, or on Metro's failure to provide required content. (Coop. Agmt., Exh. 7, § 3.1; *id*., Art. 11 [definition of "Compliance Comments"].) During the Final Design stage, the City "shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by the City." (*Id*., Exh. 7, § 3.3.)

51. The Agreement likewise confines the City's permitting role to the procedures and objectives set forth in the Agreement. Section 2.5(b) requires the City to identify required permits in advance, to "reasonably streamline the permit process," and to ensure that permit processing is "consistent with the terms and conditions set out in this Agreement" and supports "timely delivery of the [Project] in accordance with the Project Schedule." Section 4.3 governs the use of public rights-of-way during construction, allocates responsibility for replacement rights-of-way for relocation of conflicting facilities, and requires the City to cooperate with Metro in obtaining any necessary easements or property interests. In short, the Agreement defines a narrow, contract-based role for the City, bounded by specific procedures, timelines, and substantive limits. By contrast, Metro retains sole discretion over the Project's features and operational characteristics.

52. To address disputes arising under these provisions, the Agreement establishes a structured dispute-resolution process that governs the parties' respective rights and obligations. Article 9 requires the parties to make good-faith efforts to resolve disputes through negotiation and through the issue-resolution procedures set forth in Exhibit 4. Exhibit 4 establishes a two-level escalation procedure. Issues unresolved at the working level for 20 days are escalated to designated Level 1 decision makers (i.e., the City's Director of Public Works and City Engineer, and a senior Metro Executive Officer or designated Project Manager) who must meet within ten days to attempt resolution. Issues unresolved at Level 1 within ten days are escalated to Level 2 decision makers (i.e., the City Manager and Director of Public Works, and Metro's Deputy Chief of Program Management) who are given 20 days to attempt resolution. Following Level 2, Exhibit 4 refers back to Article 9 and the requirement that the parties make good-faith efforts to resolve the dispute through negotiation. The Agreement does not prescribe any further formal procedure for resolution beyond Level 2.

E. Metro's Design Progress

53. Following the City's execution of the Cooperative Agreement, Metro and its contractors proceeded with design work in accordance with the Project Schedule. The Basis of Design was established on December 5, 2024, the date Metro procured its Construction Manager/General Contractor (CM/GC) in accordance with Section 1.1(c)(ii) of the Agreement. The Basis of Design established the scope, criteria, specifications, and requirements applicable to the design of any Rearrangements. (Coop. Agmt., § 3.4(a); *id*., Art. 11 [definition of "Basis of Design"].) Metro submitted 30%, 60%, and 85% design plans to the City on November 22, 2024, April 30, 2025, and September 2025, respectively. The City reviewed and commented on those submittals.

54. On January 16, 2026, Metro submitted 100% design plans to the City for review. The City completed its review of those plans on or about February 17, 2026, when it transmitted written comments to Metro under cover of the letter described in Section G below. Those comments, for the first time in the design-review process, invoked SB 79 and CEQA as a basis to withhold approvals. The comments also asserted that Metro should remove all dedicated bus lanes within the City.

55. On April 16, 2026, Metro submitted Approved-for-Construction plans to the City for review under Exhibit 7, Section 2.4 of the Agreement. These plans represent the last stage of Final Design. (Art. 11 [definition of "Final Design"].) Although the City has referred to the submittal as "100% design," Metro submitted the plans for approval as Approved-for-Construction plans under the Agreement. In its May 8, 2026 letter, because May 16 was a Saturday, Metro called on the City to approve the plans by May 18, 2026. On May 18, 2026, the City refused to approve the plans on the grounds described in Section J below.

F. SB 79 and the City's January 27, 2026 Staff Report

56. On October 10, 2025, Governor Newsom signed Senate Bill 79 into law, adding sections 65912.155 through 65912.162 to the Government Code.

57. SB 79 authorizes higher-density residential and mixed-use development within one-half and one-quarter mile of qualifying public transit stops. The statute defines a "transit-oriented development stop" by reference to existing definitions of "major transit stop" in the Public Resources Code and includes "stops on a route for which a preferred alternative has been selected" that is served

by bus service meeting specified standards. (Gov. Code, § 65912.156, subd. (p).) Those standards, in turn, require, among other things, operation within "full-time dedicated lanes or in a separate right-of-way" at specified service frequencies. (Pub. Resources Code, § 21060.2, subd. (a)(1).)

58. SB 79 does not approve or require the construction of any housing or other development. It instead establishes a regulatory framework under which qualifying housing or mixed-use projects, if and when proposed, may be approved at heights and densities exceeding those otherwise permitted by local zoning if located within one-half or one-quarter mile of a qualifying transit stop. Whether housing or mixed-use development is ultimately built near any particular stop depends on a series of future contingencies, including market conditions, decisions by property owners, financing, infrastructure capacity, applicable objective standards, and where required, project-level approvals or ministerial processing by the relevant local agency.

59. On January 27, 2026, the City's Community Development Department issued a staff report to the City Manager analyzing the potential applicability of SB 79 to transit stops within the City ("January 27 Staff Report" or "Staff Report"). The Staff Report acknowledged that its analysis was "speculative and based on assumptions which may later be proven false or change." (1-27-26 Staff Report, p. 2.) It further explained that SB 79's applicability depends on station-specific configurations, including whether the BRT operates in dedicated bus lanes or in mixed-flow traffic at a given location, and that SCAG would make the final determination of which stops qualify. (1-27-26 Staff Report, p. 8 & Attach. 4.) A true and correct copy of the January 27 Staff Report is attached as **Exhibit F**.

60. Based on those assumptions, the Staff Report evaluated the six proposed BRT stations within the City to determine whether they would qualify as transit-oriented development ("TOD") stops under SB 79. It found that only one station—the Glenoaks Boulevard/Alameda Avenue station—would clearly qualify. (1-27-26 Staff Report, p. 8 & Attach. 4.) Two stations—Olive Avenue/Hollywood Way and Olive Avenue/San Fernando Boulevard—might qualify, but only if future conditions are satisfied, including the presence of full-time dedicated bus lanes and subject to interpretation of SB 79's requirements for BRT service. The remaining three stations would not qualify. (*Ibid*.)

61. The two stations the Staff Report identified as potentially qualifying are located on Olive Avenue, the same corridor on which the City has been seeking mixed-flow operation since the

2020 Draft EIR. Under the Staff Report's analysis, those two stations would not qualify if the BRT were to operate in mixed flow rather than dedicated bus lanes at those locations.

62. Notwithstanding these limitations—and its acknowledgement that its analysis was speculative and subject to future determinations—the Staff Report concluded that "SB 79-driven development potential associated with the BRT alignment is a substantial change to the circumstances under which the BRT is being undertaken, and new information which was not known and could not have been known at the time the Final [EIR] was certified as complete." (*Id.* at p. 9.) It further asserted that "[a]s a Responsible Agency under CEQA, the City is required to predicate further project approvals in City rights of way on additional environmental review to incorporate the land use changes presented by SB 79 should it apply." (*Ibid*.)

G. The City's January 30 Demand and February 17 Ultimatum

63. Three days after the Staff Report, on January 30, 2026, Patrick Prescott, the City's Community Development Director, sent a letter to Ray Sosa, Metro's Chief Planning Officer, and Timothy Lindholm, Metro's Chief Program Management Officer. The letter stated that the City "is reviewing 100% plans" for the Project and "believes that [SB 79's] mandatory upzoning constitutes new information that changes the circumstances under which the BRT was proposed and renders its Final [EIR] legally inadequate." The letter requested that "Metro conduct subsequent environmental review under [CEQA] to analyze, publicly disclose and mitigate potential significant environmental impacts of any BRT stations that qualify for SB 79 density increases." A true and correct copy of the City's January 30 letter is attached as **Exhibit G**.

64. The January 30 letter contended that SB 79 changed a "fundamental assumption" of the Final EIR by introducing the potential for residential upzoning near BRT stations, which the letter described as a category of impact the Final EIR did not address. The letter further contended that increased residential density resulting from SB 79 would exacerbate previously identified environmental impacts on the City's wastewater conveyance and treatment system and on the City's electrical interconnection capacity, which the City had analyzed in its 2021–2029 Housing Element and related specific plans.

65. The January 30 letter did not acknowledge the limitations CEQA imposes on responsible agencies, including the requirement to conclusively presume the validity of a certified EIR. (Pub. Resources Code, § 21167.2.) The letter also did not acknowledge that the time for any legal challenge to the Final EIR had expired in 2022. Nor did it identify any change to the Project itself, instead relying entirely on SB 79 as a purported change in circumstances or new information.

66. On February 17, 2026, David Kriske, the City's Assistant Community Development Director, Planning and Transportation, sent a letter to Anthony DeFrenza, Metro's Construction Project Manager. The February 17 letter restated the City's January 30 position and added an adverse consequence. The letter declared that "[a]s a Responsible Agency for the Project under [CEQA], Burbank cannot issue a construction permit for the BRT Project until Metro conducts subsequent environmental review to analyze, publicly disclose and mitigate potential significant environmental impacts of any BRT stations that qualify for SB 79 density increases as a 'transit-oriented development stop.'" A true and correct copy of the February 17 letter is attached as **Exhibit H**.

67. Likewise, the City's February 17 comments on Metro's 100% design plans stated that the "City will not approve or provide construction permits for this project unless Metro … completes subsequent environmental review to determine potentially significant impacts around any SB 79" TOD stops within the City. The comments further stated that "[a]ll comments and red lines contained in this document and any corresponding attachments are *contingent* upon Metro's completion of subsequent environmental analysis." (Italics added.) The City's comments on the plans also cross-referenced the City's January 30 and February 17 letters.

68. The February 17 letter also offered Metro an alternative means to obtain construction permits, conditioned on a change to the Project's design. Citing Government Code section 65912.156, subdivision (p) and the Staff Report's analysis, the letter stated that "the City believes the BRT Project constructed with no bus lanes will not trigger SB 79 and thus, would not require subsequent environmental review." The letter concluded: "In order for the City to consider issuing a permit, Metro must either conduct subsequent environmental review or remove all bus lanes from the BRT Project plans."

69. The February 17 letter's demand that Metro eliminate all dedicated bus lanes within the City was the first instance in which the City objected to dedicated bus lanes beyond the Olive Avenue segment between Buena Vista Street and Lake Street. Because that broader objection was not raised at earlier design stages, it constitutes a new issue within the meaning of Exhibit 7, Section 3.3.

70. The February 17 letter thus presented Metro with a binary condition: undertake subsequent CEQA review based on SB 79, or remove all dedicated bus lanes from the Project. Either option would have substantial adverse consequences for the Project, the public investment in it, and the timely delivery of regional transit service.

71. Subsequent CEQA review would delay construction by months or years, expose the Project to additional procedural challenges, and require continued expenditures on Project staff, contractors, and consultants without corresponding progress toward Project delivery.

72. Removal of all dedicated bus lanes within the City would require Metro to abandon the Project as analyzed in the Final EIR, approved by the Metro Board, funded by the voters of Los Angeles County, and described in the executed Cooperative Agreement. Operating in mixed-flow traffic would materially increase travel time, and reduce reliability and ridership compared to operating in bus-only lanes, undermining the premium transit service that justified the public investment under Measure M. The Project's stations were designed for BRT use—including sidewalk bulb-outs accommodating larger station areas, expanded seating, larger shelters, improved lighting, all-door boarding, next-bus arrival information and BRT-branded amenities—as passenger volumes are anticipated to be higher with dedicated-lane operations, and platform configurations, accessibility features, and circulation areas are intended to be of rail-like quality. A shift to mixed-flow operation would require redesign to lower service standards or leave stations mismatched to actual service levels. This change could itself trigger additional CEQA review.

73. Either path would have jeopardized Metro's ability to begin construction July 27, 2026 and to deliver revenue service by February 2028, in advance of LA28.

H. Metro's March 5 Response and the Dispute Resolution Process

74. On March 5, 2026, Ray Sosa, Metro's Chief Planning Officer, sent a letter to Patrick Prescott in response to the City's January 30 demand. The letter denied the City's request for

subsequent environmental review and explained the legal basis for Metro's position. It advised that Public Resources Code section 21166 and CEQA Guidelines section 15162 do not authorize subsequent review in the absence of further discretionary approval; that SB 79's potential effects are speculative and depend on uncertain future events; and that any such development is not a reasonably foreseeable consequence of the Project under *Laurel Heights Improvement Association v. Regents of University of Californi*a (1988) 47 Cal.3d 376. The letter further explained that requiring Metro to analyze potential housing development under SB 79—much of which would be ministerial and exempt from project-level review—would invert CEQA's purpose by requiring environmental review of projects the Legislature has determined should not be subject to CEQA. A true and correct copy of the March 5 letter is attached as **Exhibit I**.

75. On March 18, 2026, Timothy Lindholm, Metro's Chief Program Management Officer, sent a letter to David Kriske concerning the City's February 17 refusal to approve unless Metro prepared a subsequent EIR or eliminated dedicated bus lanes. The letter advised that this refusal constituted a breach of the Cooperative Agreement. It cited Section 1.1(a), which commits the City to "expedited review and approval procedures," and Exhibit 7, Section 3.3, which prohibits the City from raising "new issues," or making comments inconsistent with earlier submittals during the Final Design stage. The letter explained that the City's expanded objections to dedicated bus lanes—beyond the Olive Avenue/Buena Vista–Lake segment—had not been raised at earlier design stages and were therefore precluded by Exhibit 7, Section 3.3. The letter requested written confirmation within seven days that the City would "continue to implement the [Agreement] in a manner that supports timely review, permitting, and delivery of the Project as approved." It further advised that Metro had expended at least $43.7 million in design and procurement costs in reliance on the Agreement and that continued delay would result in additional damages, including delay damages owed to contractors and consultants. A true and correct copy of the March 18 letter is attached as **Exhibit J**.

76. On March 25, 2026, Patrick Prescott responded via a letter invoking the Level 2 issue resolution process under Article 9 and Exhibit 4 of the Cooperative Agreement. The letter denied that the City had breached the Agreement and stated that the City "shares Metro's interest in cooperation and expeditious resolution." It thereby escalated the dispute over subsequent environmental review and

dedicated bus lanes to Level 2 for potential resolution. A true and correct copy of the March 25 letter is attached as **Exhibit K**.

77. On April 2, 2026, Metro and City representatives held the Level 2 Issue Resolution Meeting at the City of Burbank Community Services Building. The meeting was attended by the Level 2 decision-makers identified in Exhibit 4 of the Agreement. At the meeting, Metro advised the City that Metro's position on the City's request to revisit CEQA would not change from the position set forth in the March 5 letter. Metro requested that the City transmit a letter retracting its request and proposing a compromise that would allow the Project to stay on schedule and within budget, with the City issuing permits as required by the Agreement. The City committed to prepare a letter to Metro setting forth a proposed compromise.

78. Following the April 2 meeting, Metro followed up with the City on April 13, 2026, and again on April 21, 2026, regarding the status of the City's anticipated compromise letter. As of April 21, 2026, the City had not transmitted any compromise proposal to Metro. On April 21, 2026, Michael McKenna sent a letter to Justin Hess, the City Manager, summarizing the status of the dispute-resolution process. The April 21 letter noted that, under Article 9 and Exhibit 4 of the Agreement, the Level 2 dispute-resolution process represents "the highest level of dispute resolution under Article 9 and Exhibit 4" and that "no further dispute resolution procedures are required under the [Agreement]." The letter further noted that nothing in Metro's communications waived any rights, all of which were reserved. A true and correct copy of Metro's April 13, 2026 email follow-up is attached as **Exhibit L**. A true and correct copy of the April 21 letter (excluding enclosures) is attached as **Exhibit M**.

I. The City's April 22, 2026 Proposal

79. The next day, April 22, 2026, Patrick Prescott transmitted a letter to Michael McKenna (the "April 22 Letter") purporting to propose terms for resolving the dispute. The letter did not retract any of the City's prior positions. Nor did it reflect the compromise the parties had discussed at the April 2 meeting that would have allowed the Project to stay on schedule and within budget, with the City issuing permits in accordance with the Cooperative Agreement. A true and correct copy of the April 22 Letter is attached as **Exhibit N**.

80. The April 22 Letter instead presented a series of conditions for resolution. The Letter proposed that the Metro Board adopt an updated locally preferred alternative designating (a) Olive Avenue as mixed-flow lanes between Buena Vista Street and Lake Street; (b) the final station locations reflected in the 100% project plans; and (c) streets within 200 feet of any pedestrian access point to the Olive/Hollywood Way, Buena Vista/Alameda, Olive/Lake, and Olive/San Fernando stations as mixed-flow. It further proposed that Metro and the City execute an amendment to the Agreement updating Exhibit 1 (Project Description) and Exhibit 3 (Project Site) to reflect these configurations; that Metro coordinate with SCAG to update the Project description used for SB 79 TOD mapping; and that the Project maintain full-time bus lanes along Glenoaks Boulevard south of Providencia into the City of Glendale. In exchange, the City would agree that "no additional environmental review is necessary with respect to SB 79" and would issue the required permits in accordance with the Agreement.

81. The April 22 Letter further attempted to impose two conditions that the Agreement does not authorize the City to require. First, it attempted to require Metro and the City to execute an amendment to the Agreement revising Exhibit 1 (Project Description) and Exhibit 3 (Project Site) to reflect new lane configurations. But the Agreement assigns to Metro alone the authority to amend the Project's scope in Exhibit 1, "in its sole discretion subject to the FEIR and any required board approvals." (Coop. Agmt., § 1.1(e); see also *id*. at § 3.3(c).) Nothing in the Agreement authorizes the City to demand such an amendment as a condition of its performance. Second, the Letter attempted to require Metro to coordinate with SCAG to update the Project description used in SB 79 mapping. SCAG is an independent regional planning agency, and Metro does not control SCAG's mapping decisions. Compliance with this purported condition would therefore depend on a third party, and would not be within Metro's control.

82. The April 22 Letter, taken as a whole, attempted to condition the City's resumption of contractual performance on Metro's agreement to a Project design change the City Council declined to require in 2024—specifically, mixed-flow operation on Olive Avenue and at adjacent station approaches. The Agreement does not authorize the City to condition its performance on such design changes, whether or not those changes are tied to SB 79. Although the Letter purported to tie the City's demand for design changes to SB 79, the SB 79 framing also does not hold on its own terms. The

proposed design change would apply to stations the City's own Staff Report did not identify as qualifying transit stops, and not to the one station the Report identified as clearly qualifying.

J. The City's May 18 Refusal and the Filing of this Action

83. The Cooperative Agreement contemplates that approval of Metro's Approved-for-Construction plans is the final step of Final Design and the prerequisite to commencement of construction. (Coop. Agmt., Art. 11 [definition of "Final Design"]; *id*. Exh. 7, § 4.) Per the Agreement, Metro's construction in the Public Rights-of-Way requires Metro to obtain all necessary City permits and approvals to comply with City Standards. (*Id.* at § 2.5(a).) The Agreement requires the City to provide expedited review and approval procedures in connection with permitting and to ensure that permit processing procedures and timelines are consistent with the Project Schedule. (*Id*., §§ 1.1(a), 2.5(b)(iii).)

84. On April 16, 2026, Metro submitted Approved-for-Construction plans to the City for review under Exhibit 7, Section 2.4 of the Agreement. Metro's May 8, 2026 letter called on the City to approve those plans by Monday, May 18, 2026. Metro separately submitted 100% design plans for the Project's Recycled Water Relocation work on April 10, 2026, also subject to Exhibit 7, Section 2.4.

85. On or about May 8, 2026, Metro's outside counsel, Remy Moose Manley, LLP, transmitted a letter to the City Attorney, notifying the City that the City was breaching the parties' Cooperative Agreement by refusing to approve the Approved-for-Construction Plans and issue permits for the Project unless Metro prepared additional environmental review or removed dedicated bus lanes, and stating that Metro was authorized to file suit if approvals were not issued by May 18, 2026. A true and correct copy of the May 8, 2026 cover letter (excluding enclosures) is attached hereto as **Exhibit O**. On May 18, 2026, David Kriske, the City's Assistant Community Development Director for Transportation, sent a letter to Anthony DeFrenza concerning the City's review of Metro's April 16, 2026 plan submission. The letter stated that the City had completed its review and delivered comments, but reiterated the City's position that SB 79 constitutes new information rendering the Final EIR legally inadequate. The letter asserted that the Project would trigger SB 79 around five of the six Project stations in the city and that, as a purported responsible agency under CEQA, the City "cannot issue an excavation permit" unless Metro conducts subsequent environmental review to analyze potential

impacts associated with SB 79 density increases, or modifies the Project to avoid those densities. The City's comments on the plans repeated the same condition the City had included in its February 17 comments on Metro's prior 100% design submission that the City "will not approve or provide construction permits unless Metro completes subsequent environmental review," and that all comments and redlines are contingent on Metro's completion of that review. A true and correct copy of David Kriske's May 18, 2026 letter is attached as **Exhibit P**; a true and correct copy of the cover sheet of Metro's April 16, 2026 plan submission with the City's comment is attached as **Exhibit Q**.

86. Metro filed its original Petition for Writ of Mandate and Complaint on May 19, 2026, challenging the City's refusal to approve the Project and seeking writ, declaratory, injunctive, and contractual relief. Prior to filing the Petition, Metro satisfied all conditions precedent imposed by law, including complying with the requirements of Public Resources Code section 21167.5 by providing written notice to the City that this action would be filed, a copy of which is attached as **Exhibit R**.

K. Post-Filing Developments Narrow the Dispute to 16 AFC03 Sheets

87. On May 28, 2026, the Metro Board approved a life-of-project budget of $428,988,535 for the Project and authorized the Chief Executive Officer to negotiate and execute project-related agreements within that budget. Pursuant to Public Resources Code section 21152, subdivision (a), Metro filed a Notice of Determination concerning that action with the Los Angeles County Clerk and the State Clearinghouse. The notice was posted by both on June 5, 2026. The notice stated that the budget action did not modify the previously approved Project or authorize physical activity beyond that analyzed in the certified EIR and that no further environmental review was necessary. Following the Board's approval of the life-of-project budget, Metro and Myers-Shimmick Joint Venture, the Project's construction manager/general contractor, executed the construction contract for the Burbank segment work package.

88. As noted above, SCAG is the metropolitan planning organization responsible for preparing the regional TOD map required by SB 79. After the filing of this action, SCAG completed its initial mapping process. On July 1, 2026, SCAG posted its updated SB 79 Transit-Oriented Development Stops and Zone Map. On July 2, 2026, the SCAG Regional Council approved SCAG's SB 79 Approach and Methodology. The map identifies Project stops within Burbank as SB 79 TOD

stops. On October 29, 2026, SCAG published an updated map that continued to identify the same Project stops within Burbank as SB 79 TOD stops.

89. On or around August 18, 2026, the City also issued a Notice of Preparation ("NOP") under CEQA announcing its intent to prepare an EIR concerning SB 79 TOD zoning reflected in SCAG's map. The NOP identifies the City as lead agency for that environmental review and states the City's position that environmental review is necessary to implement SB 79 zoning because SCAG did not conduct CEQA review of its map. The NOP further states the City's position that the additional height and density associated with SB 79 were not studied in Metro's 2022 Final EIR or by SCAG before adoption of the map.

90. On August 20, 2026, the City filed a separate action against SCAG, *City of Burbank v. Southern California Association of Governments*, Los Angeles Superior Court Case No. 26STCP03189. The City alleges in that action that SCAG was required to conduct environmental review under CEQA before adopting the SB 79 map and seeks writ and declaratory relief requiring such review. Among other things, the City challenges SCAG's mapping of Project stops within Burbank as SB 79 TOD stops. The Court has since entered an order finding *City of Burbank v. Southern California Association of Governments*, Case No. 26STCP03189 related to the instant action within the meaning of California Rules of Court, rule 3.300(a). (See Oct. 7, 2026 Order correcting Oct. 2, 2026 Order.) The Court designated this action as the lead case and assigned both matters to this Court for all purposes.

91. On September 1, 2026, the City decided to allow construction of the undisputed portions of the Project to proceed while preserving its position concerning dedicated bus lanes. The City approved 259 of Metro's 275 AFC03 plan sheets and related traffic-control plans, but did not approve 16 Sheets that implement dedicated bus lanes through signing, striping, and traffic signals.

92. The City thereafter issued permits allowing construction of the undisputed portions of the Project within the City to proceed, including the dedicated median-running bus lane on Glenoaks Boulevard, but refused to permit dedicated bus lanes elsewhere in the City. The 16 Sheets that remain unapproved are SS-101 through SS-109, SS-111, SS-114, SS-115, TS-101, and TS-103 through TS-105. As indicated, those sheets contain signing, striping, or signal elements implementing dedicated bus

lanes within the City. Construction of the portions of the Project covered by the City's approvals has commenced.

93. On September 29, 2026, the City formally denied approval of the 16 Sheets. The City stated that it rejects full-time dedicated bus lanes on Olive Avenue, Alameda Avenue, and Buena Vista Street and contended that disapproval is consistent with Exhibits 1 and 3 to the Cooperative Agreement because, in the City's view, those exhibits "intentionally did not specify roadway striping configurations." The City further stated that it "owns the relevant street rights of way along the Project corridor," that Metro cannot "take said streets in a dedication exclusively for its transit use," and that the City has authority to approve or deny roadway signing and striping along the Project corridor. A true and correct copy of the City's September 29, 2026 letter is attached as **Exhibit S**.

94. Metro disputes that the Cooperative Agreement left the Project's lane configuration for later City determination. Metro further disputes that the City's authority to review signing, striping, and traffic-control plans, or its asserted interests in the public rights-of-way, authorize it to require a different Project configuration or to withhold approval because it disagrees with the Project's dedicated lanes. The City has identified no amendment to the Cooperative Agreement transferring authority over the Project scope to the City. As alleged above, during earlier design review, the City had not objected to dedicated bus lanes outside the Olive Avenue segment between Buena Vista Street and Lake Street. The City first raised those broader objections on February 17, 2026, after Metro submitted its 100% design plans. (See ¶¶ 54, 66–69, 75.) Those expanded objections constitute new issues prohibited under Exhibit 7, Section 3.3 of the Agreement; the City may not rely on them to deny approval of the 16 Sheets.

95. On September 30, 2026, Governor Newsom signed Senate Bill 1361 ("SB 1361") which amended Government Code section 65912.157. Effective January 1, 2027, new subdivision (c)(2) prohibits a local government with an existing or planned TOD stop from, among other things, requesting that a transit agency remove a dedicated transit lane so that SB 79 does not apply. (Gov. Code, § 65912.157, subd. (c)(2)(A).) It also prohibits a local agency from conditioning or withholding approval or review of a transit project containing such a stop on the basis of additional height or density made available under SB 79. (Gov. Code, § 65912.157, subd. (c)(2)(A)–(B).) The legislative history of

SB 1361 expressly identifies the Project as an example of a transit project facing local opposition tied to SB 79's housing standards. (See e.g., July 1, 2026, Assembly Committee on Local Government Analysis, SB 1361 (Durazo), as Amended June 23, 2026, Author's Comments, available at: https://alcl.assembly.ca.gov/system/files/2026-06/sb-1361-analysis.pdf (as of Oct. 26, 2026).)

96. Two days later, on October 2, 2026, the parties filed a stipulation further narrowing this dispute. The Court approved and incorporated the stipulation into its October 5, 2026 Order (the "Stipulation and Order"). Under the Stipulation and Order, the City agreed that it will not rely on SB 79 or its actual or potential effects as a basis for withholding, denying, delaying, or conditioning any Project approval, permit, or authorization, expressly including approval of the 16 Sheets and the dedicated bus lanes depicted therein. The City also withdrew all CEQA-based grounds from its prior Project comments and correspondence and agreed not to assert any CEQA-based ground for withholding, denying, delaying or conditioning Project approvals or as a claim, defense, or basis for relief in this action. A true and correct copy of the Stipulation and Order is attached as **Exhibit T**.

97. In light of those binding commitments, Metro does not presently seek the CEQA-specific relief alleged in its original Petition. The remaining dispute concerns whether the City may continue to withhold approval of the 16 Sheets based on its opposition to the dedicated-lane configuration, its interpretation of the Cooperative Agreement, and its asserted authority over the public rights-of-way. Metro reserves all rights to enforce the Stipulation and Order and, if circumstances warrant, to seek leave to amend or supplement this pleading.

98. On October 14, 2026, Metro served the City with a Notice of Continuing Breach of the Cooperative Agreement. Metro explained that the City's remaining stated grounds do not identify a Compliance Comment or other contractual deficiency in the 16 Sheets and that the Agreement does not permit the City to use its technical signing-and-striping review function to change the underlying Project configuration. Metro requested that the City approve the 16 Sheets or identify its complete present contractual and factual basis for continuing to withhold approval of each affected sheet. A true and correct copy of Metro's October 14, 2026 Notice is attached as **Exhibit U**.

99. On October 28, 2026, the City filed *City of Burbank v. Los Angeles County Metropolitan Transportation Authority*, United States District Court for the Central District of California, Case No.

2:26-cv-12635. The complaint asserts federal and state takings claims based on the City's alleged property interests in streets and rights-of-way along the Project corridor. The City alleges that implementation of the Project's dedicated bus lanes would constitute an uncompensated taking and seeks damages, declaratory relief requiring Metro to pursue eminent domain proceedings, and injunctive relief preventing the alleged taking absent such proceedings.

100. As of the time of filing, the City has not approved the 16 Sheets. The City also has not responded to Metro's October 14, 2026 Notice or identified any additional Compliance Comment or Agreement-based ground for denying approval. The City's continued non-approval prevents Metro from completing the permanent signing, striping, and signal elements necessary to implement the Project's dedicated-lane configuration within Burbank.

FIRST CAUSE OF ACTION
Failure to Perform Ministerial Duties and Acting in Excess of Authority
(Code Civ. Proc., § 1085; Cooperative Agreement)
Against the City of Burbank and DOES 1-10

101. Metro realleges and incorporates by reference Paragraphs 1 through 100 as though fully set forth herein.

102. Code of Civil Procedure section 1085 authorizes a writ of mandate to compel a public agency to perform a ministerial duty and to restrain it from acting in excess of its authority. (C*alifornia High-Speed Rail Authority v. Superior Court* (2014) 228 Cal.App.4th 676, 707.) Where a contractual right is inseparably bound with a public duty imposed by law, mandamus may issue to compel performance. (*Moreing v. Shields* (1915) 28 Cal.App. 513, 521.) Metro brings this cause of action to compel the City to perform its ministerial duties under the Cooperative Agreement, to restrain it from acting beyond the limited authority conferred by the Agreement and state law, and to enforce applicable state-law limitations on the City's interference with the Project.

103. The City's duties under the Cooperative Agreement are clear and ministerial. The Agreement imposes specific, time-bound, and conformance-based obligations. The City must "provide [Metro] with expedited review and approval procedures" for design, permitting, and related functions. (Coop. Agmt., § 1.1(a).) It must coordinate to identify required permits, agree on applicable fees, and "reasonably streamline the permit process" to support timely delivery of the Project. (*Id*., § 2.5(b)(iii).)

The City may not "unreasonably withh[o]ld, condition[], or delay[]" any approval. (*Id*., § 2.10.) It must complete review of design submittals within the applicable review period, and, if it rejects a submittal, provide detailed reasons including all Compliance Comments. (*Id*., Exh. 7, § 2.2.) If no comments are received within the applicable review period, the submittal is deemed complete and approved. (*Id*., Exh. 7, § 2.4.) The City may reject a submittal only for a failure to comply with the Agreement, as specified in "Compliance Comments," and during Final Design may not raise any new or inconsistent issues. (*Id*., Exh. 7, §§ 3.1, 3.3; *id*., Art. 11.)

104. The Agreement does not authorize the City to approve or disapprove the Project as a whole, to modify the Project's design or operational characteristics, or to require Metro to remove Project features. Those decisions belong solely to Metro, as set forth in Paragraphs 45–48. The City's authority to review Designs for Rearrangements, including signing, striping, and traffic-control work that constitutes a Rearrangement, does not give the City authority to select a different underlying Project configuration.

105. The City's duties under the Agreement are inseparably bound with public duties imposed on the City by law. The Public Utilities Code grants Metro broad authority to construct and operate transit facilities along public streets and other public ways. (See Pub. Util. Code, §§ 30001, 30630, 30633, 30631, subd. (a).) The Cooperative Agreement defines the limited role the City may play in connection with that authority. Performance of the City's contractual duties is therefore necessary to effectuate Metro's exercise of its statutory authority.

106. Metro delivered the AFC03 100% design plans to the City on July 17, 2026. On September 1, 2026, the City approved AFC03, except for the 16 Sheets, which it expressly designated "NOT APPROVED." The City continues to act in excess of its authority by withholding approval of the 16 Sheets because it disagrees with the Project's dedicated-lane configuration. The Agreement permits the City to review applicable signing, striping, signal, and other Rearrangement designs for compliance with the Agreement; it does not authorize the City to use that review to require a mixed-flow lane configuration in place of the Project Metro approved. On September 29, 2026, the City formally denied approval of the 16 Sheets, 74 calendar days after Metro's July 17, 2026 submission of AFC03.

107. Nor does state law independently authorize the City's demands. Metro is a state-created entity addressing matters of statewide concern and is not subject to local regulation absent its express consent. (*Rapid Transit Advocates*, *supra*, 185 Cal.App.3d 996, 1000–1001; *Hall*, *supra*, 47 Cal.2d at pp. 180–181.) The City's status as a charter city does not alter this conclusion. (*Laidlaw Waste Systems, Inc. v. Bay Cities Services Inc.* (1996) 43 Cal.App.4th 630, 638.) The construction and operation of a regional transit system is a matter of statewide concern, not a municipal affair. By using its approval authority to require a different Project lane configuration on the basis of authority that is neither reserved to the City by state law nor conferred to the City by the Cooperative Agreement, the City is acting in excess of its lawful authority.

108. The City's conduct described above has caused and will continue to cause harm to Metro. By failing to perform its ministerial duties by asserting authority outside the Agreement, the City is denying Metro the expedited review and timely approvals the Agreement requires. These actions resulted in the City's May 18, 2026 refusal to approve Metro's April 16, 2026 plan submission and threaten Metro's ability to obtain timely action on pending and subsequent submittals necessary to maintain the Project Schedule. Moreover, effective January 1, 2027, Government Code section 65912.157, subdivision (c)(2) expressly prohibits local-government interference with transit projects containing existing or planned TOD stops. Among other things, a local government may not request that a transit agency reduce service to a TOD stop, remove a TOD stop, or remove a dedicated transit lane "so that the requirements of this chapter do not apply." (Gov. Code, § 65912.157, subd. (c)(2)(A).) A local government likewise may not condition or withhold approval or review of a transit project containing a TOD stop "on the basis of" the impacts of the additional height or density made available under SB 79. (*Id*., subd. (c)(2)(B).) The City may not avoid these prohibitions simply by disclaiming its reliance on SB 79 while continuing to deny approval in a manner that would result in the removal of dedicated transit lanes and thereby cause SB 79 not to apply to the affected stops.

109. The City's partial approvals have allowed construction of the undisputed Project elements to proceed, but the City continues to withhold approval of the 16 Sheets. Those sheets are necessary to complete the permanent signing, striping, and signal elements implementing the approved dedicated-lane configuration. The City's continued denial of approval interferes with Metro's exercise

of its statutory authority to construct and operate the Project and requires Metro to undertake temporary or interim measures while the dispute remains unresolved.

110. The City's conduct also interferes with Metro's exercise of its statutory authority under the Public Utilities Code to construct and operate transit facilities within the public rights-of-way.

111. Metro lacks a plain, speedy, and adequate remedy at law in the absence of writ relief. Monetary damages alone are insufficient to remedy the loss of the planned revenue service date, the loss of the Project's role in serving transit demand during the LA28 Games, or the diversion of Metro's resources from delivering the Project to addressing the City's extra-contractual demands. Nor are monetary damages alone sufficient to remedy the delay in delivering the Project's air quality, greenhouse gas reduction, and mobility benefits to the corridor's communities and the region. Temporary operating measures, including schedule adjustments, rerouting, and deployment of additional buses, cannot fully substitute for the Project's dedicated-lane infrastructure during widespread Games-related congestion. Completing that infrastructure after LA28 would not restore the transportation capacity and reliability unavailable to riders during the Games.

SECOND CAUSE OF ACTION
Breach of Contract – Specific Performance
(Civ. Code, § 3300; Cooperative Agreement)
Against the City of Burbank and DOES 1-10

112. Metro realleges and incorporates by reference Paragraphs 1 through 111 as though fully set forth herein.

113. Metro brings this cause of action for damages and specific performance for the City's breach of the Cooperative Agreement. (*Oasis West Realty, LLC v. Goldman* (2011) 51 Cal.4th 811, 821.)

114. The Cooperative Agreement is a valid and enforceable contract. The Burbank City Council approved the Agreement on March 26, 2024, and the City executed it in October 2024. In December 2024, in reliance on the City-executed Agreement, Metro's Board approved a project budget and authorized the execution of the Agreement. Metro executed and delivered the Agreement to the City in January 2025. The Agreement defines the parties' respective rights, obligations, and procedures for the design, construction, permitting, and coordination of the Project.

115. Metro has performed all conditions, covenants, and obligations required of it under the Agreement, except to the extent performance has been excused or prevented by the City's conduct. Metro has prepared and submitted design documentation in accordance with the Project Schedule.

116. When the dispute arose concerning SB 79 and the Project's continued inclusion of dedicated bus lanes, the parties engaged at the working level through an exchange of correspondence between January 30, 2026 and March 18, 2026. On March 18, 2026, Metro formally notified the City that its position was a breach of the Agreement and requested written confirmation of compliance within seven days. On March 25, 2026, the City declined to provide that confirmation and instead requested a Level 2 Issue Resolution Meeting pursuant to Exhibit 4 of the Agreement. Metro agreed to escalate to Level 2. The Level 2 meeting was held on April 2, 2026. The parties did not reach resolution at the meeting. The 20-day Level 2 resolution window under Exhibit 4 expired on April 22, 2026 without resolution.

117. Metro's April 21, 2026 letter and the City's April 22, 2026 response confirm that the parties have reached "the highest level of dispute resolution under Article 9 and Exhibit 4" and that "no further dispute resolution procedures are required under the [Agreement]." (4-21-26 McKenna Letter; 4-22-26 Prescott Letter.) The Agreement leaves no further administrative mechanism to resolve the dispute, making judicial relief necessary. The City's continued denial of the 16 Sheets presents a continuation of that same unresolved dispute concerning the City's asserted authority to require mixed-flow rather than dedicated lanes.

118. To the extent the City contends that its continued denial of the 16 Sheets requires the parties to restart the Agreement's dispute-resolution process, the current dispute is a continuation of the dedicated-lane dispute the parties previously exhausted through Level 2 review. Moreover, on October 14, 2026, Metro provided the City written notice of its continuing breach, requested approval of the 16 Sheets, and requested that the City identify its complete present contractual and factual basis for continuing to withhold approval. As of the time of filing, the City has not approved the 16 Sheets or provided the requested information.

119. Metro is not required to present its claims under the Government Claims Act because Government Code section 905, subdivision (i), exempts claims by a local public entity against another local public entity from the claim-presentation requirements.

120. The City has breached the Cooperative Agreement by withholding approval in an effort to require modifications to the Project's acknowledged scope. Section 1.1(b)(i) provides that the parties entered the Agreement to acknowledge the scope, schedule, and site of the Project as set out in Exhibit 1 (Project Description) and Exhibit 3 (Project Site). Exhibit 1 describes the BRT system operating "with various configurations of mixed-flow and dedicated bus lanes," and Exhibit 3 depicts those configurations within the City, including dedicated lanes on Olive Avenue, Glenoaks Boulevard, and Alameda Avenue. By executing the Agreement, the City acknowledged and accepted that scope. As alleged above, City staff presented Exhibit 3 to the City Council in color and expressly identified the disputed Olive Avenue segment as a side-running dedicated bus lane; the Council approved the Agreement without the City staff's proposed mixed-flow language; and the parties subsequently finalized the Agreement through an exchange with the City's legal representatives without changing the dedicated-lane configuration depicted in Exhibit 3. (See ¶¶ 37–42; Exhs. C.1–C.3, D–E; see also ¶¶ 29–30 and the figures following ¶¶ 29 and 39.) Section 1.1(e) further provides that Metro may amend the Project scope set out in Exhibit 1 in its "sole discretion," subject to the Final EIR and any required Metro Board approvals. The Agreement limits the City's design-review authority to "Rearrangements," defined in Article 11 as modifications to or installations involving City facilities necessary to construct or operate the Project. (§ 3.3(a), Art. 11.) Section 3.3(c) confirms that Metro is not required to submit non-Rearrangement design elements for City approval.

121. The Project's dedicated-lane configuration is an element of the Project itself. Although implementation of that configuration may require Rearrangements of City Facilities, including signing, striping, or traffic-control devices subject to City design review, the City's authority to review the Design of those Rearrangements does not authorize the City to select a different underlying Project configuration. Nor may the Cooperative Agreement be construed to authorize the City, after Government Code section 65912.157, subdivision (c)(2) takes effect, to exercise its contractual review

authority in a manner expressly prohibited by state law, including by requiring removal of a dedicated transit lane where the resulting configuration would cause SB 79 to no longer apply.

122. The City's February 17, April 22, and May 18, 2026 demands to remove or eliminate dedicated bus lanes, or otherwise modify the Project to avoid what the City characterizes as SB 79-related impacts, were inconsistent with the scope reflected in the Agreement, and exceeded the City's authority under the Agreement. The City's September 29, 2026 denial of the 16 Sheets continues that breach. Although the City has withdrawn its SB 79- and CEQA-based grounds, it continues to withhold approval because it opposes dedicated lanes on Olive Avenue (at three different segments), Alameda Avenue, and Buena Vista Street and contends that the Agreement and its asserted authority over the public rights-of-way permit it to require a different lane configuration. Effective January 1, 2027, however, Government Code section 65912.157, subdivision (c)(2), independently limits the City's ability to exercise any asserted review authority to require removal of dedicated transit lanes or withhold approval of the Project in the circumstances prohibited by that statute. The City may not evade that prohibition merely by changing the stated rationale for requiring removal of dedicated transit lanes where the resulting configuration would cause SB 79 not to apply to affected Project stops.

123. The City has also breached Section 1.1(a), Section 2.10, and Section 10.13(b) of the Agreement by unreasonably withholding, conditioning, and delaying approvals. Section 1.1(a) requires the City to provide Metro with expedited review and approval procedures in connection with design and permitting. Sections 2.10 and 10.13(b) prohibit the City from unreasonably withholding, conditioning, or delaying approvals. The City's denial of the 16 Sheets on the grounds stated in its September 29, 2026 letter violates these provisions.

124. The City Council considered City staff's proposed mixed-flow language for Olive Avenue when it approved the Cooperative Agreement and expressly excluded that language from Exhibit 1. Although the Council directed staff to continue considering whether to require a more detailed Project Description, the parties subsequently finalized and executed the Agreement without the proposed mixed-flow requirement or any corresponding change to Exhibit 1 or Exhibit 3. City staff displayed an enlarged portion of Exhibit 3 and expressly identified the disputed Olive Avenue segment as a side-running dedicated bus lane when presenting the Agreement to the Council. The execution

version later transmitted to the City's legal representatives included Exhibit 3 in color, depicting that segment as a side-running dedicated bus lane. (See ¶¶ 39–42; Exhs. C.1–C.2.) The City's continued withholding of approval in an effort to require a mixed-flow configuration is inconsistent with the Agreement the parties ultimately executed.

125. By conditioning and withholding approval on those demands, the City has unreasonably withheld, conditioned, and delayed approvals in violation of the Agreement.

126. The City's actions violate, *inter alia*, Sections 1.1(a), 1.1(b)(i), 2.4(a), 2.5(b), 2.10, 10.13(b) and (c), Article 11, and Exhibit 7 of the Agreement because the City has failed to process Metro's submittals in accordance with the Agreement's required procedures and timelines. The City's continued denial of approval of the 16 Sheets based on the grounds set forth in the City's September 29, 2026 letter continues the contractual breach alleged above.

127. The City's October 28, 2026 federal complaint concerns the same underlying dispute over implementation of the Project's dedicated-lane configuration within the public rights-of-way. Among other relief, the City seeks to prevent implementation of the Project unless Metro first institutes eminent domain proceedings. Section 4.3 of the Agreement addresses the parties' respective rights and obligations concerning rights-of-way, including the City's acknowledgment that the Agreement satisfies Metro's obligations relating to certification of the rights-of-way and the City's agreement to provide specified assistance and cooperation. Metro contends that the parties' disagreement concerning the public rights-of-way does not excuse the City's continued failure to perform its review, approval, permitting, and coordination obligations under the Agreement. The City continues to deny approval of the 16 Sheets on the grounds alleged above. That nonperformance continues the breach alleged above.

128. The Agreement also requires that, if the City withholds approval of a submittal, it must do so in writing and state with specificity the reasons for withholding, including the changes required for approval. (Coop. Agmt., § 10.13(b).) On September 29, 2026, the City stated generally that it opposed dedicated lanes on Olive Avenue, Alameda Avenue, and Buena Vista Street, interpreted Exhibits 1 and 3 as intentionally leaving roadway striping configurations unspecified, and asserted authority arising from the public rights-of-way. That September 29 letter did not identify any covenant, condition, requirement, term, or provision of the Agreement with which any of the 16 Sheets fails to

comply, any required information omitted from a sheet, or any sheet-specific change required to bring a submittal into compliance with the Agreement.

129. Furthermore, the Agreement permits the City to reject a submittal only on the basis of Compliance Comments. A Compliance Comment is a comment, objection, or withholding of approval based on the submittal's failure to comply with "any applicable covenant, condition, requirement, term or provision of this Agreement," or Metro's failure to provide required content. (Coop. Agmt., Art. 11; *id*., Exh. 7, § 2.2(b).) Exhibit 7, Section 3.1 provides that the City "will only be entitled to reject a [Metro] Submittal under Article 2 (Review Procedure) of this EXHIBIT 7 if such [Metro] Submittal fails to comply with the requirements set out in this Agreement, as specified in the City's Compliance Comments." The City's opposition to the Project's dedicated-lane configuration, its contention that Exhibits 1 and 3 left roadway striping unresolved, and its asserted authority over the public rights-of-way do not identify any failure of the 16 Sheets to comply with a requirement of the Agreement or any required content Metro failed to provide. They therefore do not constitute Compliance Comments authorizing rejection of the 16 Sheets. By rejecting the 16 Sheets on grounds outside the Compliance Comment condition, the City has exceeded the review authority the Agreement grants.

130. The Agreement also prohibits the City from raising new issues or making comments during the Final Design stage that are inconsistent with its comments on earlier submittals or with changes already agreed to by the City. (Coop. Agmt., Exh. 7, § 3.3.) Before February 17, 2026, the City's objections to dedicated bus lanes were limited to the Olive Avenue segment between Buena Vista Street and Lake Street. On February 17, 2026, during Final Design, the City for the first time objected to dedicated bus lanes elsewhere in the City by directing Metro to remove all dedicated bus lanes from the Project within Burbank. Those objections were new issues within the meaning of Exhibit 7, Section 3.3. The City's September 29, 2026 denial of the 16 Sheets continues those February 17 objections to dedicated lanes on Alameda Avenue and Buena Vista Street and curb-running dedicated lanes on Olive Avenue between Glenoaks Boulevard and approximately San Fernando Boulevard. The City therefore may not rely on those objections as a basis for denying the 16 Sheets.

131. The Agreement requires the City to complete its review of Metro's design submittals within the applicable review period, to identify all Compliance Comments when rejecting a submittal,

and to allocate sufficient resources and cooperate with Metro to support timely delivery of the Project. (Coop. Agmt., Exh. 7, § 2.4; *id*., §§ 2.4(a), 2.5(b), 10.13(c).) The Agreement further provides for deemed approval in circumstances where the City fails to provide the response or comments required within the prescribed period. The City's refusal to process and act upon the 16 Sheets in accordance with those requirements violates these obligations.

132. Metro submitted its Approved-for-Construction plans on April 16, 2026. In its May 8, 2026 letter, Metro called on the City to approve those plans by May 18, 2026. On May 18, 2026, the City refused to approve those plans unless Metro either undertook subsequent CEQA review on the basis of SB 79 or modified the Project to avoid what the City characterized as SB 79-related impacts. As previously explained, on July 17, 2026, Metro submitted AFC03 (its third submittal of the 100% designs). On September 1, 2026, the City approved 259 of the 275 AFC03 plan sheets but continued to withhold approval of the 16 Sheets implementing the disputed dedicated-lane configuration. On September 29, 2026, 74 calendar days after AFC03 was first submitted, the City formally denied those 16 Sheets on the grounds described. The City's partial performance narrowed, but did not cure, its continuing breach of the Agreement.

133. Following the City's partial approval of the AFC03 plans, Metro commenced construction of the undisputed portions of the Project within Burbank. The City's continued non-approval of the 16 Sheets nevertheless prevents Metro from completing the permanent signing, striping, and signal elements necessary to implement the approved dedicated-lane configuration and requires Metro to undertake temporary or interim measures while the dispute remains unresolved.

134. Following issuance of permits for construction of the undisputed portions of the Project, the City's continued non-approval of the 16 Sheets has caused, and continues to cause, Metro to incur actual and documented costs. Metro seeks recovery of those costs, including costs of temporary or interim measures and other work reasonably necessitated by the City's continued denial of approval of the 16 Sheets.

135. Metro's recoverable damages resulting from the City's continuing breach will be established according to proof.

136. Section 2.4(b) of the Agreement requires the City to reimburse Metro for actual and documented costs and expenses to the extent the City's failure to perform its obligations within the applicable work schedules, review periods, and timelines, as extended under the Agreement where applicable, is attributable to the City and directly causes Metro to incur additional costs or delays the Project. Metro seeks reimbursement under that provision for costs and expenses caused by the City's continuing failure to timely perform its obligations.

137. Section 8.1(a) of the Cooperative Agreement requires each party to release, defend, indemnify, and hold harmless the other party against claims, liabilities, losses, and expenses, including legal fees and costs, arising from or connected with its performance of the obligations, work, authority, presence, or jurisdiction allocated or delegated to it under the Agreement. Metro contends that these contractual protections encompass the claims asserted in the City's federal inverse condemnation action and the reasonable expenses of defending against those claims. Metro seeks recovery under Section 8.1(a) of the reasonable legal fees, costs, and other defense expenses covered by that provision, in an amount according to proof.

138. Moreover, monetary damages alone do not provide adequate relief because they cannot compel the City to perform the review and approval obligations it undertook under the Agreement or permit Metro to complete the permanent Project configuration reflected in the 16 Sheets. Monetary damages will not get Metro's riders to work faster, or help them avoid traffic, or traffic-related delay. Metro therefore seeks specific performance of the Cooperative Agreement, in addition to recoverable monetary relief, prejudgment interest, and costs of suit.

THIRD CAUSE OF ACTION
Breach of Implied Covenant of Good Faith and Fair Dealing
(Cooperative Agreement)
Against the City of Burbank and DOES 1-10

139. Metro realleges and incorporates by reference Paragraphs 1 through 138 as though fully set forth herein.

140. Every contract imposes on each party a duty of good faith and fair dealing in its performance and enforcement. (*Avidity Partners, LLC v. State of California* (2013) 221 Cal.App.4th 1180, 1204; *Guz v. Bechtel National, Inc.* (2000) 24 Cal.4th 317, 349–350.) The covenant requires each

party to refrain from doing anything that injures the right of the other to receive the benefits of the agreement. (*Comunale v. Traders & General Ins. Co.* (1958) 50 Cal.2d 654, 658.) It may be breached by conduct that frustrates the contract's purpose even where no express term is violated. (*Storek & Storek, Inc. v. Citicorp Real Estate, Inc*. (2002) 100 Cal.App.4th 44, 63, fn. 15.)

141. The Cooperative Agreement reflects a basic exchange that the City has subverted. As alleged above, the Agreement was negotiated and executed against the backdrop of Metro's broad statutory authority to construct and operate transit facilities along city streets and other public ways. Through the Agreement, Metro extended the City a role in design review, permitting, and construction coordination. In exchange, the City agreed to provide expedited review and approvals to support timely delivery of the Project. (Coop. Agmt., §§ 1.1(a), 2.5, 4.3.) The Agreement reflects that quid pro quo. By using its defined review and permitting role first to condition Project approvals on additional environmental review and removal of dedicated bus lanes, and now to continue to deny the 16 Sheets because it disagrees with the Project's dedicated-lane configuration, the City has converted a defined contractual role into a de facto veto over the Project's lane configuration. That conduct subverts the Agreement's basic exchange and deprives Metro of the benefit of its bargain, which included retaining sole discretion over the Project's elements and scope.

142. As alleged in Paragraphs 38–42, the parties finalized and executed the Agreement without the proposed requirement for mixed-flow operation on the disputed Olive Avenue segment. The City subsequently used its review and permitting role to seek changes to the dedicated-lane configuration, including amendments to Exhibits 1 and 3. (See ¶¶ 80–82, 93–94.) The City's positions progressed from demanding additional environmental review, to conditioning Project approvals on removal of dedicated bus lanes and amendment of the Agreement, to denying approval of the 16 Sheets that implement dedicated lanes. Although the City has now withdrawn SB 79 and CEQA as grounds for withholding Project approvals, it continues to deny approval of the 16 Sheets based on its asserted authority to reject the dedicated-lane configuration itself. On information and belief, the City's expansion of its opposition to dedicated bus lanes beyond the previously disputed segment of Olive Avenue between Buena Vista Street and Lake Street was motivated by concerns that the Project would trigger SB 79's transit-oriented housing development provisions. On further information and belief,

although the City has withdrawn SB 79 as an express ground for withholding Project approvals, those concerns continue to motivate its refusal to approve the 16 Sheets, and its September 29, 2026 letter offers alternative grounds for achieving the same result.

143. This conduct departs from the Agreement's contemplated relationship. The Agreement reflects a cooperative framework in which Metro serves as lead agency, and the Agreement reserves to Metro, subject to the Final EIR and required Board approvals, sole discretion to amend the Project scope. (Coop. Agmt, §§ 1.1(e), 3.3(c).) The City, in contrast, performs a defined, supporting role to facilitate timely delivery of the Project. (*Id*., §§ 1.1(a), 2.1.) The City's use of its review and permitting authority to impose conditions or requirements outside the scope of the authority granted by the Agreement is inconsistent with the City's role.

144. Since February 17, 2026, the City has acted inconsistently with that cooperative framework. It initially used the review and permitting process to attempt to condition Project approvals on SB 79-related environmental review and changes to the Project's dedicated-lane configurations. After withdrawing its CEQA and SB 79-related grounds pursuant to the Stipulation and Order, the City has continued to withhold approval of the 16 Sheets because it opposes dedicated lanes on Olive Avenue, Alameda Avenue, and Buena Vista Street and asserts that its signing-and-striping review authority over the public rights-of-way permits it to require a different Project configuration. In doing so, the City continues to use its limited review function to pursue fundamental changes to the Project that the Agreement does not permit the City to make.

145. The City's course of conduct frustrates the Agreement's purpose, breaches the implied covenant of good faith and fair dealing, and deprives Metro of the benefits of its bargain, including expedited review and approvals, timely delivery of the Project, and a cooperative partnership to accomplish this high-priority transit project.

146. The City's breaches of the implied covenant have caused, and continue to cause, damages to Metro. Metro's damages are as set forth above and will be established according to proof. Metro is also entitled to appropriate equitable relief requiring the City to perform its remaining obligations under the Cooperative Agreement consistent with the covenant of good faith and fair dealing.

FOURTH CAUSE OF ACTION

Declaratory Relief
(Code Civ. Proc., § 1060)
Against the City of Burbank and DOES 1-10

147. Metro realleges and reincorporates by reference Paragraphs 1 through 146 as though fully set forth herein.

148. Metro brings this cause of action under Code of Civil Procedure section 1060 to obtain judicial declarations resolving actual controversies between the parties concerning (i) the parties' respective rights and obligations under the Cooperative Agreement, including their respective authority over the Project's dedicated-lane configuration and review of the 16 Sheets, (ii) Metro's authority under state law and the limits of the City's authority with respect to construction and operation of the Project within the public rights-of-way, and (iii) the scope and effect of the City's obligations under Section 8.1(a), including Metro's entitlement to reimbursement of expenses incurred in defending against the City's federal claims.

149. An actual and present controversy exists concerning the parties' respective authority over the Project's dedicated-lane configuration. Metro contends that the Cooperative Agreement defines the Project by reference to Exhibit 1 and the Final EIR; that Exhibit 1 expressly provides for "various configurations of mixed-flow and dedicated bus lanes depending on location"; and that Exhibit 3 depicts the Project alignment and configuration using different designations for mixed-flow, curb-running, side-running, and median- or center-running operation. Exhibit 3 depicts dedicated lane configurations along the Burbank portion of the alignment, including: dedicated curb-running bus lanes on Olive Avenue between Riverside Drive and Alameda Avenue; a dedicated curb-running bus lane on the south side of Alameda Avenue between Olive Avenue and Buena Vista Street; dedicated curb-running lane segments on each side of Buena Vista Street between Alameda Avenue and Olive Avenue; dedicated side-running bus lanes on Olive Avenue between Buena Vista Street and Lake Street; mixed-flow operation on Olive Avenue between Lake Street and First Street; dedicated curb-running bus lanes on Olive Avenue between First Street and Glenoaks Boulevard; and mixed-flow operation on Glenoaks Boulevard between Olive Avenue and Providencia Avenue, followed by median-running bus lanes south of Providencia Avenue on Glenoaks Boulevard. (See the figures

following ¶¶ 29 and 39.) As alleged in Paragraphs 39–42, City staff presented Exhibit 3 to the Council in color and expressly identified the disputed Olive Avenue segment as a side-running dedicated bus lane, and the parties subsequently finalized the Agreement without changing that graphic after transmitting it in color to the City's legal representatives. The City nevertheless contends that the lane configurations depicted in Exhibit 3 do not apply to the portion of the Project within the City. Metro disputes that contention.

150. This controversy is concrete and ripe. On September 29, 2026, the City formally denied the 16 Sheets, stated that it rejects full-time dedicated bus lanes on Olive Avenue, Alameda Avenue, and Buena Vista Street, and expressly relied on its interpretation that Exhibits 1 and 3 "intentionally did not specify roadway striping configurations." The parties therefore have a present dispute concerning the meaning of the Cooperative Agreement and the City's authority to withhold approval of the 16 Sheets.

151. An actual and present controversy also exists concerning the scope and permissible grounds of the City's review authority under the Cooperative Agreement. Metro contends that the City may reject a submittal only for failure to comply with the Agreement, as specified in valid Compliance Comments; that the City may not use review of signing, striping, signal, or other Rearrangement designs to require a different Project configuration; and that Exhibit 7, Section 3.3 prohibits the City from raising new Final Design issues inconsistent with its comments on earlier submittals. Metro contends that the City's remaining objections to the 16 Sheets do not constitute permissible grounds for rejection under the Agreement. The City disputes Metro's interpretation of the City's review authority and continues to withhold approval.

152. On information and belief, notwithstanding its withdrawal of SB 79 as an express ground for denying approval of the 16 Sheets, the City continues to withhold approval because of concerns regarding the additional housing height or density available under SB 79. Independently of the City's motivation, Metro further contends that, effective January 1, 2027, Government Code section 65912.157, subdivision (c)(2), will preclude the City from requesting or requiring removal of dedicated transit lanes where the resulting configuration would cause SB 79 not to apply to affected Project stops. Because the City's denial of the 16 Sheets is ongoing and the City has not indicated that the denial will

cease when the statute becomes effective, the parties' existing dispute necessarily implicates the proscriptive effect of section 65912.157, subdivision (c)(2), on the City's continued exercise of its asserted authority.

153. This controversy is likewise concrete and ripe. Although the City approved 259 of the 275 AFC03 plan sheets on September 1, 2026, it continues to withhold approval of the 16 Sheets implementing the disputed dedicated-lane configuration. The City's September 29, 2026 letter states its grounds for doing so, and Metro's October 14, 2026 Notice of Continuing Breach disputes that those grounds are authorized by the Cooperative Agreement or other law.

154. An actual and present controversy further exists concerning Metro's authority under state law and the legal significance of the City's asserted interests in the public rights-of-way. Metro contends that it possesses broad statutory authority to construct and operate transit facilities within public rights-of-way and that, although Metro agreed through the Cooperative Agreement to obtain specified City reviews and approvals, the Agreement defines and limits the City's role. Metro further contends that the City's claims of property ownership or regulatory authority over the affected public rights-of-way do not enlarge the review authority established by the Agreement or authorize the City to require a different Project configuration. Metro, on information and belief, disputes the City's assertion that it owns the public rights-of-way. Metro expressly reserves the right to challenge the existence and scope of the City's claimed ownership. Metro also disputes the City's characterization of the Project as dedicating City streets "exclusively" to Metro's transit use. The dedicated lanes at issue would remain available for uses by vehicles other than Metro buses, including right-turning vehicles, other public buses, and emergency vehicles. The City contends that it "owns the relevant street rights of way," that Metro cannot dedicate those streets exclusively to transit use, and that the City therefore has authority to approve or deny the signing and striping implementing the dedicated lanes. Metro disputes these contentions.

155. The controversy is also concrete and ripe. The City has relied on its asserted authority over the public rights-of-way as a present basis for denying the 16 Sheets and has stated that Metro may not dedicate the streets exclusively for transit use. Metro disputes both the City's characterization of the dedicated lanes as exclusive transit use and its contention that its authority over the public rights-of-

way permits it to reject the Project's dedicated-lane configuration. The parties therefore presently dispute the City's authority to withhold the remaining approvals and whether the City may use its asserted authority over the public rights-of-way to prevent implementation and operation of the Project's approved dedicated-bus lane configuration.

156. An actual and present controversy also exists concerning the scope and effect of Section 8.1(a) of the Cooperative Agreement. That provision states: "Each Party shall release, defend, indemnify, and hold harmless the other Party … to the maximum extent allowed by law from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature … arising from or connected with its performance … of any of the obligations, work, authority, presence, or jurisdiction allocated or delegated to it under this Agreement[.]" Metro contends that the City released the claims asserted in its October 28, 2026 federal inverse condemnation action under this provision. Metro further contends that Section 8.1(a) requires the City to reimburse Metro's reasonable legal fees, costs, and other expenses incurred in defending against those claims. On information and belief, the City contends it did not release the claims asserted, and that asserting those claims does not breach the Cooperative Agreement. The controversy is concrete and ripe because the federal action is pending and Metro must presently defend against it. Metro seeks a declaration determining the extent to which Section 8.1(a) releases the asserted claims and requires the City to reimburse Metro's reasonable defense expenses.

157. Metro seeks judicial declarations resolving these controversies, including the declarations set forth in the Prayer for Relief.

158. A judicial declaration is necessary and proper at this time to resolve the parties' respective rights and obligations, permit resolution of the City's continued non-approval of the 16 Sheets, and allow the Project to be completed and operated in accordance with the parties' respective lawful authority.

PRAYER FOR RELIEF

WHEREFORE, Petitioner and Plaintiff Los Angeles County Metropolitan Transportation Authority prays for judgment as follows:

On the First Cause of Action (Writ of Mandate):

1. For a peremptory writ of mandate, or, alternatively, an alternative writ under Code of Civil Procedure section 1087, directing the City to:

a. Approve the 16 Sheets because the grounds the City has stated for withholding approval do not constitute grounds for rejection authorized by the Cooperative Agreement;

b. Alternatively, review and act upon the 16 Sheets solely in accordance with the procedures, standards, and limitations established by the Cooperative Agreement, and without withholding approval based on the City's disagreement with the Project's dedicated-lane configuration;

c. Effective January 1, 2027, comply with Government Code section 65912.157, subdivision (c)(2), including by refraining from requesting removal of dedicated transit lanes so that SB 79 does not apply to affected Project stops or otherwise exercising its review and approval authority in a manner prohibited by that provision;

d. Process all pending and future Metro submittals for the Project in accordance with the timelines, procedures, and standards set forth in the Cooperative Agreement;

e. Limit any rejection of Metro's submittals to valid "Compliance Comments" within the meaning of Article 11 and Exhibit 7, Section 3.1, of the Cooperative Agreement; and

f. Recognize and give effect, to the extent applicable, to any approval deemed granted under the Cooperative Agreement, including Section 10.13(c) and Exhibit 7, Section 2.4.

On the Second and Third Causes of Action (Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing):

2. For damages according to proof, together with additional damages that continue to accrue, including, but not necessarily limited to, costs of temporary or interim measures and other resulting Project costs; for recovery under Section 8.1(a) of the Cooperative Agreement of reasonable legal fees, costs, and other expenses incurred in defending against the claims asserted in the City's inverse condemnation action, to the extent covered by that provision; and for prejudgment interest as permitted by law.

3. For specific performance of the Cooperative Agreement, including an order directing the City to approve the 16 Sheets, or alternatively, deeming the 16 Sheets approved under the Agreement, and directing the City to perform its remaining review, approval, permitting, and coordination obligations in accordance with the Agreement and in good faith.

On the Fourth Cause of Action (Declaratory Relief):

4. For judgment declaring, including but not limited to, that:

a. The Cooperative Agreement, including Exhibits 1 and 3 and its incorporation of the Final EIR into the definition of the Project, does not provide the City discretion to require a mixed-flow configuration in place of the Project's dedicated-lane configuration depicted in the 16 Sheets;

b. The City's review authority over Designs for Rearrangements, including applicable signing, striping, signal, and traffic-control work, does not authorize the City to select or require a different underlying Project configuration;

c. Effective January 1, 2027, Government Code section 65912.157, subdivision (c)(2), prohibits the City from requesting removal of dedicated transit lanes so that SB 79 does not apply to affected Project stops, and the City may not avoid that prohibition by exercising its review or approval authority in a way that accomplishes the prohibited result, even if the City asserts it is no longer relying on SB 79;

d. The City may reject Metro submittals only on grounds authorized by the Cooperative Agreement, including valid Compliance Comments identifying a failure to comply with an applicable covenant, condition, requirement, term, or provision of the Agreement or required content that Metro has failed to provide;

e. Exhibit 7, Section 3.3 prohibits the City from raising new Final Design issues or comments inconsistent with its comments on earlier submittals, including, as applicable, objections to dedicated lanes outside the previously disputed segment of Olive Avenue between Buena Vista Street and Lake Street;

f. The City's claims of property ownership or regulatory authority over the affected public rights-of-way do not enlarge the City's review authority under the Cooperative Agreement or authorize it to require a different lane configuration;

g. The Project's dedicated lanes do not constitute a dedication of the relevant City streets exclusively to Metro's transit use, and the City's contrary characterization does not provide a basis for withholding approval of the 16 Sheets or preventing implementation or operation of the Project's dedicated-lane configuration;

h. To the extent applicable under the Cooperative Agreement, any approval for which the requirements for deemed approval have been satisfied is deemed granted pursuant to Section 10.13(c) and Exhibit 7, Section 2.4; and

i. The extent to which Section 8.1(a) of the Cooperative Agreement releases the claims asserted in the City's October 28, 2026 federal inverse condemnation action and requires the City to reimburse Metro's reasonable expenses incurred in defending against that action.

On All Causes of Action (Injunctive Relief):

5. For permanent injunctive relief restraining the City, its officers, employees, agents, and all persons acting in concert with the City, from:

a. Withholding, conditioning, delaying, or denying Project approvals or authorizations on the ground that the City may require mixed-flow in place of the Project's dedicated-lane configuration;

b. Using its review of signing, striping, signal, traffic-control or other Rearrangement designs to require a different underlying Project configuration except as authorized by the Cooperative Agreement;

c. Using its asserted interests or stewardship of the public rights-of-way to prevent implementation or operation of the Project's dedicated-lane configuration on grounds inconsistent with the Cooperative Agreement or applicable state law;

d. As of January 1, 2027, requesting removal of dedicated transit lanes, or using the City's review or approval authority to require their removal, in circumstances prohibited by Government Code section 65912.157, subdivision (c)(2); and

e. Otherwise refusing, withholding, conditioning, or delaying Metro's Project submittals or approvals on grounds not authorized by the Cooperative Agreement or applicable state law.

On All Causes of Action:

6. For Metro's costs of suit;

7. For Metro's attorneys' fees to the extent authorized by statute, contract, or other applicable authority;

8. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: November 5, 2026

REMY MOOSE MANLEY, LLP

By: _____

TIFFANY K. WRIGHT
NATHAN O. GEORGE
LAURA M. MIDDLETON
Attorneys for Petitioner and Plaintiff
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

VERIFICATION

I, Michael McKenna, Deputy Chief Program Management Officer, of Los Angeles County Metropolitan Transportation Authority, Petitioner and Plaintiff in this action, am authorized to make this verification on its behalf. I have read the foregoing FIRST AMENDED AND SUPPLEMENTAL VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF, BREACH OF CONTRACT, BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, and know its contents. The matters stated therein are true to my own knowledge, except as to those matters which are stated on information and belief, and, as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of November 2026, in Los Angeles, California.

Michael McKenna
Deputy Chief Program Management Officer
Los Angeles County Metropolitan Transportation Authority

Amended Petition and Complaint

EXHIBIT A

CITY OF BURBANK

OFFICE OF THE CITY COUNCIL

April 20, 2022

Metropolitan Transportation Authority
Attn: North Hollywood to Pasadena Bus Rapid Transit Corridor Project FEIR Comment
One Gateway Plaza
Los Angeles, CA 90012

RE: City of Burbank Comments on North Hollywood to Pasadena Bus Rapid Transit Corridor Project and Final Environmental Impact Report

Dear Members of the Board of Directors:

The City of Burbank wants to thank you for the opportunity to provide comments prior to your consideration to approve the North Hollywood to Pasadena Bus Rapid Transit Corridor Project and to certify the Final Environmental Impact Report. The City of Burbank remains committed to ensuring that the proposed project expands the Los Angeles County regional transit network, connects Burbank jobs to reliable and convenient transit, and supports Burbank's goal of connecting 12,000 new housing units to transportation alternatives. We want to ensure that our City's residents and businesses are protected from potential impacts caused by the project, and we also want to ensure the project's success in further connecting to the regional transportation network. With these important goals in mind, the City of Burbank submits the following comments in response to the Final Environmental Impact Report and the changes proposed by Metro staff.

Dedicated Bus Lanes on Olive Avenue

The Burbank Community and the City Council have continued to voice concerns over the potential impacts of bus lanes on Olive Avenue. Metro's change from "curb-running" (bus lanes created from parking lane) to "side-running" (bus lanes created from a travel lane) has eliminated the primary concerns of parking and economic impacts to adjacent strip-commercial land uses on Olive Avenue, the risk for parking spillover into single family neighborhoods, and impacts to sidewalk widths and pedestrian access along and across Olive Avenue caused by street widening. We appreciate that Metro listened to the comments we submitted as part of the Draft EIR and removed the curb-running option from consideration.

The side-running option would affect transportation and land use along Olive Avenue differently than the curb-running option. Removing a travel lane on Olive Avenue would increase congestion and delay for motor vehicles traveling along the street, given the amount of traffic that currently uses Olive Avenue. Metro included a traffic diversion analysis in the FEIR that indicates that converting a travel lane to a bus lane would cause vehicle traffic to shift onto other streets (to bypass the resulting vehicle delays), and that the traffic that continues to use Olive Avenue would actually see improved travel times because the signal improvements made for the BRT would also improve travel for cars. Unfortunately this analysis and its assumptions were not documented in the FEIR. While the City agrees that traffic will shift to other streets, we disagrees with Metro's assessment of the amount of traffic that will shift. Based on verbal discussions with Metro's staff regarding the assumptions made in this analysis, the City believes that it fails to account for the delays caused by that shifted traffic to other arterial intersections in the City

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because it fails to properly analyze the available capacity at those streets' intersections. In urban street networks like Burbank, the roadway capacity constraints are at intersections, not along the street segments, which were measured by Metro. We believe converting a travel lane on Olive Avenue to a bus lane would result in some lesser amount of traffic shifts to other streets (due to less available intersection capacity elsewhere) and would result in higher levels of intersection congestion and delay on Olive Avenue during peak periods that would be noticeable to the driving public and would increase the risk of peak-period cut-through traffic into adjoining neighborhoods. A more detailed analysis of these shifts, along with an operational analysis of the project's impacts to Olive Avenue should be conducted to properly disclose how the project will affect Olive Avenue. A more detailed analysis will likely show that vehicle congestion on Olive Avenue will increase, along with a resulting increase in cut-through and spillover traffic into adjacent residential neighborhoods.

City of Burbank Requests Additional Funding for Neighborhood Protection

The City Council believes that implementation of side-running bus-only lanes require investments in additional neighborhood protection measures to ensure Olive Avenue vehicle traffic does not divert into adjoining neighborhoods The City Council requests that Metro fund additional neighborhood protection and/or first-last mile improvements in the amount of $5 million directed to neighborhoods adjacent to Olive Avenue between Alameda Avenue and Victory Boulevard, and that these improvements may be defined by the City of Burbank. These neighborhood protection elements would be funded as part of the project, and would be in addition to any other first-last mile improvements earmarked for project stations. This funding is necessary for the City to be able to protect neighborhoods while it simultaneously supports necessary regional transit connections that support its other goals and policies.

Olive Avenue between Buena Vista and Lake Should be Configured as Mixed-Flow Unless Ridership Goals Met Within 36 Months

Because implementation of a side-running bus lane and removing a travel lane could be detrimental to Burbank neighborhoods, Metro and the City will not see the true effects of this roadway reconfiguration until after the project is constructed. In addition, once the project is constructed, its operation may reveal that project ridership may not be high enough to justify the impacts on these neighborhoods caused by the conversion of travel lanes to bus lanes. Therefore, the City Council will not permit the construction of side-running bus lanes on Olive Avenue until the project achieves at least 17,500 average daily weekday boardings within 36 months of opening day. Should the project achieve that ridership level, then the City and Metro shall confer and consider whether Metro should install side-running bus lanes on Olive Avenue at its sole cost. This allows Metro and the City of Burbank to evaluate whether the project's ridership sufficiently justifies the conversion of vehicle lanes to bus lanes and the potential impact that conversion has on adjacent residential neighborhoods.

City Believes Olive Bridge Station Should be a Required Separate Project

Metro's removal of the Olive Avenue Bridge station and its relocation to Lake Street will significantly compromise the project's ability to meet the goals and objectives of providing a convenient, reliable, regional transit service for the region's transit riders. Connecting the proposed BRT project to Metrolink is critical to creating a travel alternative to the automobile and to support the region's investments in Metrolink service. The new proposed station at Olive and Lake would require connecting Metrolink riders to walk 1/3 mile along an uninviting and narrow pedestrian path alongside and under the Olive overpass, which would unduly burden patrons with

disabilities. This lack of connection is contrary to Burbank2035 Mobility Element Policy 4.8, which is to "Promote multimodal transit centers and stops to encourage seamless connections between local and regional transit systems, pedestrian and bicycle networks, and commercial and employment centers." Further, moving the station to Lake Street does not address the FEIR's failure to address the project's connection to the following existing and planned Class I and IV bicycle facilities, which is also contrary to Policy 4.8: Chandler Bikeway, Burbank Channel Bikeway, San Fernando Bikeway, First Street Bikeway, and Front Street Cycle Track. Connecting the BRT to Metrolink and the adjacent bicycle facilities must be a high priority for the project.

The City Council requests that the Metro Board of Directors direct its staff to work with the City to develop a program to upgrade the Olive Avenue Bridge to include a BRT station, including the required vertical connections to the Metrolink Station below and the necessary pedestrian improvements made to the bridge. This will likely require a substantial modification or reconstruction of the Bridge, and would likely take longer to implement than the BRT project's 2024 timeline for opening. The City Council believes Metro do more than simply offer to move the station should the City reconfigure the bridge, but instead should actively seek outside state and federal funding for the necessary improvements, and include this project as one of its formal funding priorities. The City has already committed a portion of its Measure R Arroyo Verdugo Highway Operations Improvement Funds to the project that could be leveraged with other outside funding.

Additional Comments on Metro's FEIR Responses to City of Burbank

Other Transportation Plan, Policy, and Safety Impacts

The City's DEIR comment letter stated that the DEIR was inadequate in assessing the proposed projects impact on Olive Avenue vehicular efficiency, and did not disclose whether the project will cause spillover into adjacent neighborhoods. The DEIR further did not assess whether potential BRT improvements may influence street traffic including proposed transit signal priority improvements. In response, Metro indicated that curb-running bus lanes would not have an impact on vehicle travel, and that side-running bus lanes (that convert two vehicle lanes to two bus lanes) would not cause residential spillover traffic onto residential streets because Olive Avenue vehicle traffic will shift to other streets such that the speeds of the remaining traffic on Olive Avenue will not be affected. Because of this, vehicle traffic will not spillover into adjacent residential neighborhoods. Unfortunately no documentation was provided with the traffic diversion analysis included in the FEIR to support this assertion. Given the amount of traffic currently on Olive Avenue, the limited ability for alternative streets to accommodate diverted traffic, and the loss of vehicle capacity caused by the side-running bus lanes, the City believes that the proposed project will cause spillover traffic into residential neighborhoods, which is contrary to Burbank2035 Mobility Element Policy 6.1, which is to "Maintain arterial street efficiency to discourage spillover traffic into residential neighborhoods". The FEIR is therefore inadequate in evaluating this policy conflict with Burbank2035, and important effects the project will have on adjacent residential neighborhoods is not disclosed to the public or to the Metro Board of Directors.

The City's DEIR comment letter stated that the DEIR failed to disclose a policy impact with Burbank 2035 General Plan Planned Bicycle Routes, which includes provision for a Class II bike route on Glenoaks Boulevard between Providencia and Alameda Avenue. In response, Metro indicated that the proposed project would operate as mixed-flow on Glenoaks Boulevard between Olive Avenue and Providencia Avenue. This response referenced the wrong segment of Glenoaks Boulevard, and did not address the potential conflict. The proposed project should accommodate the proposed bicycle facility on Glenoaks Boulevard, including accommodating the

implementation of that facility in accordance with the goals and policies of the City's Complete Streets Plan, which could include a buffered or protected bicycle facility that would match the facility planned for Glenoaks Boulevard in the City of Glendale.

Public Service Impacts

The City's DEIR comment letter stated that the DEIR conclusion that the project will not cause impacts to police public services did not include evidence to support this conclusion, and that the DEIR did not disclose whether local police resources would be required to police the project as well as enforce new bus lane or other vehicle code regulations that apply to the project. In response, Metro indicated in the FEIR that the project would not have impacts on police public services because it will not increase population levels necessitating additional police resources. However, the FEIR did not address the City's concern relating to additional police public service resources needed to ensure public safety of the project, other than to indicate that Metro would "develop appropriate enforcement strategies." The City requests that Metro identify how required police public services will be provided for the project and which agency will be expected to bear the costs of these services.

Utility Systems and Roadway Infrastructure

The City's DEIR comment letter stated that the DEIR failed to identify a significant impact to the City's recycled water interconnection with the City of Glendale. In response, Metro indicated that impacts to this facility would be identified as part of the project's design phase. However, the City believe this response is inadequate given the importance of this interconnect and fails to disclose the project's potential impact. Mitigation of this impact could involve redesigning the project in this area to avoid this infrastructure, which could introduce secondary impacts that are not identified as part of the FEIR.

Similarly, the City's DEIR comment letter stated that the DEIR failed to identify the impacts to overhead and underground utilities, drainage, sidewalk widths, street trees, street lights, sidewalk furniture, and landscape. In response, Metro indicated that the project is not anticipated to require the construction or relocation of utilities that could cause an impact because these relocations would be coordinated with utility providers, and a utility base map will be prepared to identify utility conflicts. This response is inadequate because the mere coordination with utility providers is not substantial evidence to support the assertion that no impacts are anticipated.

The City's DEIR comment letter stated that the DEIR failed to document the increased annual pavement maintenance costs to the City's streets caused by frequent heavy bus service operating in the curb lane of Olive Avenue, which could require mitigation measures to improve the pavement structural section to accommodate the bus traffic. In response, Metro indicated that the small amount of bus trips added by the project to Olive Avenue relative to the existing traffic on Olive would not be expected to accelerate pavement deterioration. However, given the size and speed of the large buses used for the project as well as their travel on the outer edges of Olive Avenue, the City remains concerned that the project will accelerate the pavement wear of Olive Avenue. The City requests further details on the proposed joint maintenance agreement that would identify the maintenance obligations of both parties in maintaining the project.

The City of Burbank remains committed to the NoHo to Pasadena BRT project and believes it will be an important way for the City and Metro to improve regional transit, provide competitive travel options, improve air quality, and reduce Greenhouse Gas emissions. The City believes that the project's success hinges on its ability to provide an important travel alternative while protecting Burbank neighborhoods from impacts and connecting directly to the Metrolink system. Metro's changes to the project description between the release of the Draft and Final EIRs is responsive

to many of the City's requests. Addressing the remaining concerns and changes expressed in this letter will ensure that this project will be a successful enhancement to the regional transit network and will be compatible with the Burbank neighborhoods that it will travel through.

The Burbank City Council respectfully requests the Metro Board of Directors consider the points raised in this letter as it considers approving the project.

Sincerely,

Jess A. Talamantes, Mayor

Konstantine Anthony, Vice Mayor

Bob Frutos, Council Member

Sharon Springer, Council Member

Nick Schultz, Council Member

Amended Petition and Complaint

EXHIBIT B

Notice of Determination

Appendix D

To:

☒ Office of Planning and Research

U.S. Mail: P.O. Box 3044, Sacramento, CA 95812-3044

Street Address: 1400 Tenth St., Rm 113, Sacramento, CA 95814

☒ County Clerk
County of: Los Angeles
Address: 12400 Imperial Highway
Norwalk, CA 90650

From: Public Agency: Los Angeles County Metropolitan Transportation Authority
Address: One Gateway Plaza
Los Angeles, CA 90012
Contact: Scott Hartwell
Phone: (213) 922-2836

Lead Agency (if different from above):

ORIGINAL FILED
APR 29 2022
LOS ANGELES, COUNTY CLERK

Address:

Contact:

Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2019060110

Project Title: North Hollywood to Pasadena Bus Rapid Transit Corridor Project

Project Applicant: Los Angeles County Metropolitan Transportation Authority

Project Location (include county): Cities of Los Angeles, Burbank, Glendale, Pasadena (Los Angeles County)

Project Description:

The Proposed Project extends approximately 19 miles from the North Hollywood Metro B/G Line (Red/Orange) Station on the west to Pasadena City College on the east. The Proposed Project would generally include dedicated bus lanes where there is adequate existing street width, while operating in mixed traffic within the City of Pasadena. The bus rapid transit (BRT) service would operate in various configurations depending upon the characteristics of the roadways. The Proposed Project would provide enhanced transit service and improve regional connectivity and mobility by implementing several key BRT elements, including dedicated bus lanes on city streets, transit signal priority (TSP), and enhanced stations with all-door boarding. TSP facilitates buses through signalized intersections and improves transit travel times and reliability.

This is to advise that the Los Angeles County Metropolitan Transportation Authority (☒ Lead Agency or ☐ Responsible Agency) has approved the above described project on 04-28-2022 (date) and has made the following determinations regarding the above described project.

1. The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☒ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   ☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☒ was ☐ was not] adopted for this project.
5. A statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

Los Angeles County Metropolitan Transportation Authority, One Gateway Plaza, Los Angeles, CA 90012

Signature (Public Agency): Martha Butler Title: Senior Director

Date: 4/29/22 Date Received for filing at OPR:

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2011

Amended Petition and Complaint

EXHIBIT C.1

From: Graham, Shmel 41431
Sent: Tuesday, October 1, 2024 12:14 PM
To: LKurihara@burbankca.gov
Cc: Defrenza, Anthony; Low, Teddy; Hermelin, Anna 47092; jmcgregor@doradocompany.com; KBerkman@burbankca.gov; PPrescott@burbankca.gov; Van Gessel, Mark; DKriske@burbankca.gov; Eggers, Elena; JMcDougall@burbankca.gov
Subject: RE: Final Burbank City Council Redline Cooperative Agreement
Attachments: Litera Redline - Noho to Pasadena - City of Burbank CA - Execution Version (09092024)-415670022-v3 and Noho to Pasadena - City of Burba~1.pdf; Noho to Pasadena - City of Burbank CA - Execution Version (09302024).docx

Hi Lisa,

Attached please find an updated draft of the Cooperative Agreement between LACMTA and the City of Burbank and a redline against the last draft we circulated on September 9, 2024. We accepted the City's requested changes and made a minor tweak to the City's proposed language in Section 2 (*City Standards*) of Exhibit 6 (*Design Requirements*).

Thank you,

Shmel Graham
Counsel, admitted only in California

Ashurst LLP, 1299 Ocean Avenue, Suite 320, Santa Monica, CA 90401, USA
D: +1 424 416 5431 | M: +1 646 939 8120

Assistant/Secretary: Eliza Cardenas D: +1 424 416 5697
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From: Kurihara, Lisa <LKurihara@burbankca.gov>
Sent: Thursday, September 26, 2024 3:28 PM
To: Graham, Shmel 41431 <Shmel.Graham@ashurst.com>
Cc: DefrenzaA@metro.net; LowT@metro.net; Hermelin, Anna 41426 <Anna.Hermelin@Ashurst.com>; jmcgregor@doradocompany.com; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>; VanGesselM@metro.net; Kriske, David <DKriske@burbankca.gov>; EggersE@metro.net; McDougall, Joseph H. <JMcDougall@burbankca.gov>
Subject: RE: Final Burbank City Council Redline Cooperative Agreement

Caution: External email.

Hi Shmel,

Thank you for providing these updates and responding to the City's comments. We made a few minor edits to accurately reflect current City job titles as well as our referenced City Standards, and also correct a reference within the definitions section. Can you please review these final updates (attached in redline) and confirm Metro's acceptance?

Upon your confirmation, we will begin circulating for signature. Please let us know how many copies you need and we will print/execute accordingly.

LISA KURIHARA
SR. ASSISTANT CITY ATTORNEY
CITY ATTORNEY'S OFFICE
275 E. OLIVE AVE., BURBANK CA 91502
818-238-5702 | lkurihara@burbankca.gov

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From: Shmel.Graham@ashurst.com <Shmel.Graham@ashurst.com>
Sent: Monday, September 9, 2024 8:25 PM
To: Kurihara, Lisa <LKurihara@burbankca.gov>
Cc: DefrenzaA@metro.net; LowT@metro.net; Anna.Hermelin@Ashurst.com; jmcgregor@doradocompany.com; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>; VanGesselM@metro.net; Kriske, David <DKriske@burbankca.gov>; EggersE@metro.net
Subject: RE: Final Burbank City Council Redline Cooperative Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Lisa,

We have addressed the City's comments in the attached Cooperative Agreement and provided responses to the items you flagged in your cover email below. Please note the use of red font is for distinction, not emphasis. We have attached a redline of the updated draft against the last draft dated April 4, 2024.

- Section 2.3(g) – we don't believe the deleted language is covered by the addition of 2.3(i) or Section 3.4 to Exhibit 9 because those sections discuss clean-up following a Rearrangement. The language we previously added addressed clean-up/restoration following cancellation by Metro of a City Work Order. Therefore, if Metro insists on deleting the prior language, the City requests the clarification we added to Exhibit 9, Section 3.4.
    - LACMTA has revised Section 2.3(g)(*Work Orders*) to address the City's concern regarding reimbursement for the Costs to clean-up and restore a site to pre-existing conditions according to current City Standards, in the event the City (or City Contractor) has commenced Construction performed pursuant to Work Order that LACMTA subsequently terminates prior to the completion of the Construction work.
- Section 3.5(a) – City continues to request the addition of previously-added language, which confirms that nothing in 3.5(a) prohibits or restricts the City from adopting new, or amending generally applicable City Standards during the Term. Metro's concern should be addressed by the definition of "Betterment." City

requests this language so there's no question that 3.5(a) does not place limitations on the City's general police powers.

  - The language in Section 3.5(b) addresses the City's concern, notwithstanding LACMTA has added additional clarifying language that the Agreement and Section 3.5(a) do not restrict the City from exercising its legal authority and legislative power to adopt new City Standards.
  - LACMTA added clarifying language to confirm the parties mutual understanding the adoption of new City Standards after the establishment of the Basis of Design constitutes a Betterment.

- Section 3.7 – new section regarding Value Engineering accepted, provided Metro accepts City's redlines. While the City will commit to participating in value engineering analysis, we need assurance that the project design continues to comply with applicable City & LACMTA design/construction standards and policies, as well as environmental mitigation measures.
  - LACMTA accepts the City's edits subject to a couple of minor changes.
- Section 4.3(a) – Metro previously approved this language, but the word "relating" was omitted from the last version Metro sent back. Please incorporate the word back in, as indicated in the City's redline.
  - Completed.
- Section 5.1(d) – City continues to request that the deleted language be added back in. While Section 3.3(c) provides that Metro will ensure the project design complies w/ Applicable Law, the language the City added to 5.1(d) addressed Applicable Law in the context of Betterments. This shouldn't affect Metro's costs, since the City is responsible for paying for Betterments. City needs assurance that to the extent Betterments are required due to Applicable Law or to preserve public health and safety, Metro will not deny City's request for the Betterment. –
  - LACMTA has not incorporated the proposed language for the following reasons:
    - As the City noted Section 3.3(c)(*Design Development*), LACMTA is responsible for ensuring the Design and Construction work for the NoHo to Pasadena Project comply with the Applicable Law and the FEIR. In the event the City requests a Betterment, LACMTA would work collaboratively with the City to accommodate the City's Betterment request as part of the NoHo to Pasadena Project. Any work that LACMTA (or LACMTA Contractor) would perform even in the case of Betterments would be performed in accordance with Applicable Law and does not think that needs to be expressly stated.
    - As it relates to the language that provides LACMTA may not refuse a Betterment request that results from changes in Applicable Law, LACMTA cannot agree to that language because as set out in Section 5.3 (*Right to Refuse a Betterment*), there are circumstances in which LACMTA may not be able to agree to perform a Betterment. LACMTA appreciates the efficiency in having LACMTA (or LACMTA Contractor) perform a Betterment when LACMTA is performing work for the NoHo to Pasadena Project, but LACMTA cannot agree to language that requires LACMTA to proceed with the Betterment request if the Betterment is incompatible with the NoHo to Pasadena Project or will affect the Project Schedule. Ultimately, the work the City may request through as a Betterment is the obligation of the City and does not require the desired work to be performed as part of the NoHo to Pasadena Project.
- Section 7.2(a)(iii) – Metro updated language accepted.
  - Noted.
- Exhibit 5, Sections 2.1, 2.2, 2.4, 3.2(a), & 3.3 – Metro modifications accepted.
  - Noted.
- Exhibit 6, Section 2 – Metro additions accepted, with City additions listed in redline.
  - LACMTA accepts the City's edits subject to the City's understanding that City Standards applicable to the NoHo to Pasadena Project are those City Standards that were in effect at the time the Basis of

Design was established and that any change to those City Standards and request by the City to comply with new City Standards would be deemed a Betterment pursuant to Section 3.4(a)(*Design Development*).

- City Standards is defined as "*the City's design standards and ordinances which govern the design of all Rearrangements, as specified in EXHIBIT 6 (Design Requirements) or adopted by the City and notified to LACMTA in accordance with Section 3.5 (City Standards) specified in EXHIBIT 6 (Design Requirements) which govern the design of all Rearrangements.*"

- Exhibit 9, Section 3.4 – Metro addition accepted, with City additions listed in redline. Again, the City's added language is to ensure that to the extent Metro terminates a City Work Order before completion, Metro will be responsible for clean-up and restoration costs resulting from that early-terminated work.
  - LACMTA proposes new language to address the City's concern in Section 2.3(g) (*Work Orders*).

Thank you,

Shmel Graham
Counsel, admitted only in California

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From: Kurihara, Lisa <LKurihara@burbankca.gov>
Sent: Wednesday, August 14, 2024 1:14 PM
To: Graham, Shmel 41431 <Shmel.Graham@ashurst.com>
Cc: DefrenzaA@metro.net; LowT@metro.net; Hermelin, Anna 41426 <Anna.Hermelin@Ashurst.com>; jmcgregor@doradocompany.com; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>; VanGesselM@metro.net; Kriske, David <DKriske@burbankca.gov>
Subject: RE: Final Burbank City Council Redline Cooperative Agreement

Caution: External email.

Hi Shmel & Metro team,

Please find the City of Burbank's final responses to the Draft Cooperative Agreement we received from Metro on April 9, 2024 (Burbank changes reflected in redline on the attached document), as well as our comments relating to these changes outlined in this email, below.

If the attached redlines are accepted and no further changes are made, our City Manager is authorized to sign the Agreement. Please let us know how Metro would like to proceed.

Burbank's comments relating to Metro redlines furnished on April 9, 2024

- Section 1.1(e) & (f) – Metro modifications accepted.
- Section 2.3(g) – we don't believe the deleted language is covered by the addition of 2.3(i) or Section 3.4 to Exhibit 9 because those sections discuss clean-up following a Rearrangement. The language we previously added addressed clean-up/restoration following cancellation by Metro of a City Work

Order. Therefore, if Metro insists on deleting the prior language, the City requests the clarification we added to Exhibit 9, Section 3.4.

- Section 2.3(i) – Metro addition accepted
- Section 3.5(a) – City continues to request the addition of previously-added language, which confirms that nothing in 3.5(a) prohibits or restricts the City from adopting new, or amending generally applicable City Standards during the Term. Metro's concern should be addressed by the definition of "Betterment." City requests this language so there's no question that 3.5(a) does not place limitations on the City's general police powers.
- Section 3.7 – new section regarding Value Engineering accepted, provided Metro accepts City's redlines. While the City will commit to participating in value engineering analysis, we need assurance that the project design continues to comply with applicable City & LACMTA design/construction standards and policies, as well as environmental mitigation measures.
- Section 4.3(a) – Metro previously approved this language, but the word "relating" was omitted from the last version Metro sent back. Please incorporate the word back in, as indicated in the City's redline.
- Section 5.1(d) – City continues to request that the deleted language be added back in. While Section 3.3(c) provides that Metro will ensure the project design complies w/ Applicable Law, the language the City added to 5.1(d) addressed Applicable Law in the context of Betterments. This shouldn't affect Metro's costs, since the City is responsible for paying for Betterments. City needs assurance that to the extent Betterments are required due to Applicable Law or to preserve public health and safety, Metro will not deny City's request for the Betterment.
- Section 7.2(a)(iii) – Metro updated language accepted.
- Exhibit 5, Sections 2.1, 2.2, 2.4, 3.2(a), & 3.3 – Metro modifications accepted.
- Exhibit 6, Section 2 – Metro additions accepted, with City additions listed in redline.
- Exhibit 9, Section 3.4 – Metro addition accepted, with City additions listed in redline. Again, the City's added language is to ensure that to the extent Metro terminates a City Work Order before completion, Metro will be responsible for clean-up and restoration costs resulting from that early-terminated work.

LISA KURIHARA
SR. ASSISTANT CITY ATTORNEY
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From: Shmel.Graham@ashurst.com <Shmel.Graham@ashurst.com>
Sent: Tuesday, April 9, 2024 4:20 PM
To: Kriske, David <DKriske@burbankca.gov>
Cc: DefrenzaA@metro.net; Kurihara, Lisa <LKurihara@burbankca.gov>; LowT@metro.net; Anna.Hermelin@Ashurst.com; jmcgregor@doradocompany.com; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>; VanGesselM@metro.net
Subject: RE: Final Burbank City Council Redline Cooperative Agreement

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Hi David,

We have made additional revisions to the Cooperative Agreement. Attached please find an updated Working Draft of the City of Burbank Cooperative Agreement and a redline against the last draft circulated to the City on March 19, 2024. Below please find an overview of the edits included in this updated draft agreement and responses to the items flagged in your email dated March 28, 2024:

- **Section 1.1(e)(*Scope of Agreement*)** –We made the edit adding the reference to Exhibit 1(*Project Description*). As it relates to the requested edit to add "City Approvals", we proposed additional language in Section 1.1(f)(*Scope of Agreement*) to the edits we made in Version 3 (response to Comment 85) to address this concern.

- **Section 2.3(g)(Work Orders)** –To address the City's concern, we added two new sections to the Agreement: Section 2.3(i)(*Work Orders*) and Section 3.4 of Exhibit 9 (*Inspection and Acceptance Procedure*).

- **Section 3.5(a)(*City Standards*)** – We acknowledge the Parties discussed this comment on March 11, 2024. On the call we explained any changes in City Standards made after the Basis of Design would constitute a Betterment. Lisa said that my explanation was consistent with the City's understanding, which led us to believe a change was not required. The definition of Betterment subparagraph (b) addresses the City's comment.

- **Section 5.1(d)(*Notice of Betterments*)** – We think the language in Section 3.3(c)(*Design Review Procedure*) and the definition of Betterment exception (i) addresses the City's comment. Section 3.3(c)(*Design Review Procedure*) provides that LACMTA is responsible for ensuring the Design and Construction of the NoHo to Pasadena Project complies with Applicable Law and the definition of Betterment includes an exception whereby the Parties could agree to an upgrade that is a direct and principal benefit to the construction, operation and/or maintenance of the project (i.e., a change necessary to preserve public health, safety, or welfare).

- **Section 7.2 (*Reimbursements and Credits to LACMTA*)** – As Anthony mentioned, we added Value Engineering language to the Agreement and included a broad list of exclusions to the Expired Service Life language that exclude anything related to the NoHo to Pasadena Project.

- **Exhibit 5 (*Utility Adjustments*)** – We made the additional edits requested by the City to clarify the City will not self-perform Utility Adjustments for the City-owned water Utility.

Thank you,

Shmel Graham
Counsel, admitted only in California

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From: Defrenza, Anthony <DefrenzaA@metro.net>
Sent: Tuesday, April 9, 2024 8:45 AM

To: Kriske, David <DKriske@burbankca.gov>; Van Gessel, Mark <VanGesselM@metro.net>
Cc: Kurihara, Lisa <LKurihara@burbankca.gov>; Low, Teddy <LowT@metro.net>; Graham, Shmel 41431 <Shmel.Graham@ashurst.com>; Hermelin, Anna 41426 <Anna.Hermelin@Ashurst.com>; Jack Mcgregor (mcgregor@doradocompany.com) <jmcgregor@doradocompany.com>; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>
Subject: RE: Final Burbank City Council Redline Cooperative Agreement

Caution: External email.

David,

Metro has reviewed the provided document and Shmel will send our detailed responses shortly.

As previously indicated, eliminating the Expired Service Life language is not acceptable to Metro. In consideration of the City's position, we've added additional items to the list of exclusions which we believe should adequately address City concerns without requiring the language be deleted from the document. This approach is like the approach taken with City of LA. Additionally, we've included Value Engineering language to further emphasizes our desire to work collaboratively with the City to design and build the highest quality, most efficient, best value project for the region.

After reviewing Metro's responses and the updated working document (to be provided by Shmel), please let me know what you believe the correct next step is.

Thanks,

Anthony DeFrenza
213.220.0583 (cell)
213.922.7107 (office)

From: Kriske, David <DKriske@burbankca.gov>
Sent: Thursday, March 28, 2024 9:42 AM
To: Defrenza, Anthony <DefrenzaA@metro.net>; Van Gessel, Mark <VanGesselM@metro.net>
Cc: Kurihara, Lisa <LKurihara@burbankca.gov>; Low, Teddy <LowT@metro.net>; Graham, Shmel 41431 <shmel.graham@ashurst.com>; Hermelin, Anna 47092 <anna.hermelin@ashurst.com>; Jack Mcgregor (mcgregor@doradocompany.com) <jmcgregor@doradocompany.com>; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>
Subject: Final Burbank City Council Redline Cooperative Agreement

Anthony,

Thank you for your help in finalizing the Cooperative Agreement and assisting at the City Council meeting on Tuesday. Attached is the version of the Cooperative Agreement with the City redlines that City Council considered and approved on Tuesday.

The redlines in the following Sections were included in the City's draft to Metro on 3/1/24. We do not see them accounted for in Metro's review matrix, and they weren't addressed on the redline we received back from Metro last week. These were presented to the Burbank City Council as outstanding issues since we have not heard back from Metro on these items, and Council directed us to seek Metro's incorporation of these changes. Therefore, please include these in your final review:

- Section 1.1(e)
- Section 2.3(g)
- Section 3.5(a) – we discussed this during the Metro/Burbank calls the week of 3/11/24, and it was Burbank's impression that Metro agreed with this statement and planned to incorporate it but we didn't see it in the last round of redlines received back from Metro. This was discussed in conjunction with City's acknowledgement of reimbursements for Betterments.
- Section 5.1(d)

Pursuant to emails exchanged with Metro's legal counsel on 3/20/24 and 3/21/24, we incorporated agreed-upon changes into the following Sections. Since both parties have agreed to these changes, they are not marked here as redlines:

- Section 2.4(c)
- Section 2.5(a)
- Section 4.3(a)
- Section 4.3(b)
- Section 8.1(a)

Finally, following review of Metro's latest updates to Exhibit 5 regarding City-owned utility infrastructure, the City's water utility is requesting minor changes to clarify design/construction work responsibility between the parties as to City-owned water Utility Adjustments.

Please let me know if you have any questions and what the next step would be to finalize and execute the agreement.

Thank you,

David

DAVID L. KRISKE, AICP
ASST. COMMUNITY DEVELOPMENT DIRECTOR
TRANSPORTATION DIVISION

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COOPERATIVE AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF THE NORTH HOLLYWOOD TO PASADENA BUS RAPID TRANSIT CORRIDOR PROJECT

BETWEEN

THE CITY OF BURBANK

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

2024

EFFECTIVE DATE

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This Agreement is entered into by and between the City of Burbank (the **"City"**), and the Los Angeles County Metropolitan Transportation Authority (**"LACMTA"**).

RECITALS

(A) LACMTA proposes to develop and open a new bus rapid transit line known as the North Hollywood to Pasadena Transit Corridor Project (as more fully defined in Article 11 (*Definitions and Interpretation*), the "**NoHo to Pasadena Project**"). The Final Environmental Impact Report was certified and the NoHo to Pasadena Project was approved, by the LACMTA Board of Directors on April 28, 2022 (https://www.dropbox.com/sh/jt5s5l784pml8cf/AAAK4TgdarNwfM1iBAmF7xWXa?dl=0).

(B) The NoHo to Pasadena Project will serve various cities and communities including the City and the City intends, by this Agreement, to facilitate the development and implementation of the NoHo to Pasadena Project and in particular the City Portion of the NoHo to Pasadena Project.

(C) This Agreement does not address, and is not intended to address any terms and conditions with respect to any first/last mile projects. Any terms and conditions with respect to any first/last mile projects will be discussed, negotiated and agreed by LACMTA and the City under a separate agreement. Further, this Agreement does not address, and is not intended to address any terms and conditions with respect to LACMTA Board's Land Bank Pilot Partnership with Los Angeles County Motion (June 2022 and any other relevant dates). Any City participation in, and the terms and conditions with respect to any City participation in, any such programs and initiatives would be discussed, negotiated and agreed to by responsible parties under a separate agreement. The City disclaims any liability arising out of or related to the Land Bank Pilot Partnership Motion (June 2022) under this Agreement.

(D) LACMTA and the City wish to enter into this Agreement in order to identify the rights and obligations between them in connection with the development and implementation of the NoHo to Pasadena Project.

In consideration of the mutual covenants of the Parties as set out below, the Parties hereby agree as follows:

ARTICLE 1. SCOPE AND DURATION

1.1 **Scope of Agreement**

(a) The City acknowledges the NoHo to Pasadena Project is a high priority public works project and will provide LACMTA with expedited review and approval procedures in connection with design, design reviews, permitting, and other authority to be exercised by the City relating to the NoHo to Pasadena Project in accordance with the terms of this Agreement.

(b) The Parties have entered into this Agreement to:

(i) acknowledge the intended scope, schedule and site for the NoHo to Pasadena Project as set out in EXHIBIT 1 (*Project Description*), EXHIBIT 2 (*Project Phases and Project Schedule*) and EXHIBIT 3 (*Project Site*) respectively; and

(ii) define the applicable procedures, manage the interfaces and regulate the roles and responsibilities and allocation of costs between LACMTA and the City, in respect of the design, construction, operation, and maintenance of the NoHo to Pasadena Project as it relates to the City Portion and any Rearrangements.

(c) LACMTA may procure the Design, Construction, operation, and maintenance of the NoHo to Pasadena Project, including the City Portion, under multiple procurements and contract packages and may self-perform parts of the design, construction, operation, and maintenance of the NoHo to Pasadena Project, including the City Portion. As at the date of this Agreement, LACMTA:

(i) has procured the development of the Design for the NoHo to Pasadena Project to approved-for-construction status by a LACMTA Contractor under one contractual package; and

(ii) is procuring the performance of Design reviews, preconstruction services, and Construction work under a construction manager/general contractor agreement.

(d) The City acknowledges and agrees that LACMTA may: (i) engage LACMTA Contractor(s) to carry out Design, Construction, operation and/or maintenance work with respect to the City Portion including the Design and/or Construction of Rearrangements; and (ii) in each LACMTA Contract, require the applicable LACMTA Contractor to comply with certain of LACMTA's obligations under this Agreement provided that nothing in this Agreement will create any contractual relationship between the City and any LACMTA Contractor and in accordance with Section 10.11 (*Limitation on Third Party Beneficiaries*), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the City toward, any LACMTA Contractor.

(e) The City acknowledges and agrees that LACMTA may change the contracting and procurement strategy and plan for the NoHo to Pasadena Project, including the City Portion, described in Section 1.1(c) in its sole discretion. The City further acknowledges that as at the date of this Agreement, the NoHo to Pasadena Project is in the early stages of the Design Phase and LACMTA may elect: (i) not to proceed with the NoHo to Pasadena Project; or (ii) to amend the scope of the NoHo to Pasadena Project as set out in EXHIBIT 1 (*Project Description*), each in its sole discretion subject to the FEIR and any required board approvals.

(f) LACMTA shall promptly notify the City of any changes to its contracting and procurement strategy or to the scope of the NoHo to Pasadena Project made in accordance with Section 1.1(e) that has or is reasonably likely to have an impact on the scope, schedule or roles and responsibilities for the City Portion or the provisions and procedures set out under this Agreement. The Parties shall use good faith efforts to agree any amendments or supplements to this Agreement necessary to be made as a result of any such change notified by LACMTA to the City. If agreement cannot be reached, the matter will be escalated by the Parties for resolution in accordance with the issue resolution ladder set out in EXHIBIT 4 (*Roles and Responsibilities*).

(g) The terms and conditions of this Agreement shall be applicable to the rights and obligations of a City-owned utility company with respect to the NoHo to Pasadena Project and LACMTA acknowledges and agrees to coordinate with any City-owned utility with regard to the NoHo to Pasadena Project.

1.2 **Duration of Agreement**

This Agreement (and all of the rights and obligations under this Agreement) will come into effect on the Effective Date and continue until the first day on which passenger service on the NoHo to Pasadena Project commences, unless terminated earlier in accordance with the provisions of this Agreement or extended in accordance with Article 6 (*Operation and Maintenance*) (the **"Term"**).

ARTICLE 2. GENERAL OBLIGATIONS

2.1 **Governance**

(a) The roles and responsibilities of the City and LACMTA are set out in EXHIBIT 4 (*Roles and Responsibilities*). The Parties agree to use good faith efforts to resolve any issues that arise under this Agreement. Issues that arise under this Agreement that cannot be resolved at the working-level will be escalated by the Parties for resolution in accordance with the issue resolution ladder set out in EXHIBIT 4 (*Roles and Responsibilities*).

(b) The City and LACMTA shall each designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to this Agreement (the **"City Representative"** and **"LACMTA Representative"**, respectively). EXHIBIT 4 (*Roles and Responsibilities*) provides initial designations. Either Party may change its designated representative by providing seven days' prior Notice to the other Party.

(c) Where a meeting of multiple cities involved in the NoHo to Pasadena Project may be helpful to discuss issues, or potential issues, and/or solutions that may impact multiple cities or to give an update on the overall status or progress on the NoHo to Pasadena Project, LACMTA may invite the City to attend meetings together with other cities impacted by the NoHo to Pasadena Project. On LACMTA's written request, the City shall endeavor to secure the attendance (in person or via videoconference or teleconference) of the City Representative (or a delegate) at any such meeting held with respect to the City Portion during normal business hours and upon reasonable notice.

(d) LACMTA may convene Project Meetings in relation to the NoHo to Pasadena Project or particular aspects of the NoHo to Pasadena Project for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractors and other attendees to monitor the progress of the NoHo to Pasadena Project, to consider issues, or potential issues, and to present, understand and discuss proposed solutions with respect to the NoHo to Pasadena Project. On LACMTA's written request, the City shall endeavor to secure the attendance (in person or via videoconference or teleconference) of the City Representative (or a delegate) at any Project Meeting held with respect to the City Portion during normal business hours and upon reasonable notice. Any Project Meeting attended by the City Representative (or a delegate) is consultative and advisory only and nothing which occurs during any such Project Meeting and no information that is presented during any such Project Meeting will:

(i) affect the rights or obligations of either Party under this Agreement;

(ii) entitle a Party to make any claim against the other;

(iii) relieve a Party from, or alter or affect, a Party's liabilities or responsibilities whether under this Agreement or otherwise according to Applicable Law;

(iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law; or

(v) be construed as a direction by a Party to do or not do anything.

2.2 **Annual Work Plan**

(a) At the beginning of each LACMTA Fiscal Year, the Parties will review the Project Schedule and the 'life of project' resourcing needs to facilitate the efficient, timely, and safe delivery of each Subject Transportation Project through its Design Phase and Construction Phase and will commence the Annual Work Plan process for the next LACMTA Fiscal Year. LACMTA and the City will cooperate to develop an agreed Annual Work Plan for each LACMTA Fiscal Year during the Term, in accordance with the following provisions:

(i) not later than July 31 (or in the case of the first partial LACMTA Fiscal Year during the Term, no later than 30 days after the date of this Agreement), LACMTA shall provide the City with information with respect to anticipated Work Orders, including a list of each item of work or scope of activities or services that LACMTA anticipates to request or require from the City during the next LACMTA Fiscal Year, and the estimated start and finish dates for the item of work or scope of activities or services that LACMTA anticipates to request or require from the City;

(ii) within 60 days after the City's receipt of the required information from LACMTA pursuant to Section 2.2(a)(i), the City shall submit a preliminary annual work plan to LACMTA for the next LACMTA Fiscal Year, which will include an estimate of the Costs under the anticipated Work Orders for which the City shall require reimbursement;

(iii) promptly and in any event within 30 days' after LACMTA receives the preliminary annual work plan from the City pursuant to Section 2.2(a)(ii), the City and LACMTA will meet to review the preliminary work plan and negotiate in good faith such issues as are necessary in order to finalize and agree the annual work plan for the next LACMTA Fiscal Year; and

(iv) not later than May 1 of the then current LACMTA Fiscal Year, LACMTA shall notify the City of the agreed annual work plan for the next LACMTA Fiscal Year (each such agreed annual work plan, an **"Annual Work Plan"**).

(b) Section 2.3(e) (*Work Orders*) shall apply notwithstanding that the Parties may agree an Annual Work Plan setting out the schedule of anticipated Work Orders.

2.3 **Work Orders**

(a) If the City is required to perform work and/or provide support and/or services under the provisions of this Agreement or LACMTA requests that the City perform work and/or provide support and/or services under the provisions of this Agreement, the City shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which the City shall require reimbursement with respect to that scope of work.

(b) If LACMTA approves a Form 60 submitted to it by the City with respect to a scope of work under Section 2.3(a) without requiring any changes or additions, LACMTA will issue a Work Order to the City for such scope of work and following receipt of that Work Order, the City must promptly commence the work authorized under that Work Order.

(c) Each Work Order issued by LACMTA to the City in accordance with this Agreement shall specify the work authorized to be performed and any materials or equipment to be acquired, the amount of money that the City will be reimbursed for the authorized work as agreed under the applicable Form 60, and a schedule, including the estimated starting and finishing dates for the authorized work.

(d) If LACMTA requests changes or additions (including any additional or supplemental provisions) to a Form 60 submitted to it by the City with respect to a scope of work under Section 2.3(a) prior to issuing a Work Order, the Parties shall negotiate in good faith such changes or additions. Upon agreement of any such changes or additions (and any necessary City council approval for such changes or additions), LACMTA will issue a Work Order to the City for the applicable scope of work, with the agreed changes or additions and following receipt of that Work Order, the City must promptly and without delay (and in any case within 10 days of issuance by LACMTA) accept any agreed changes or additions to the applicable Form 60 by counter-signing the Work Order or otherwise by written acceptance by the City Representative, in each case followed by prompt commencement of the work authorized under that Work Order. Nothing in this Section 2.3(d) shall prohibit LACMTA from approving a Form 60 under Section 2.3(b) in part and authorizing the City to commence the approved part of the scope of work in accordance with that Form 60.

(e) The City shall not be authorized to do any work and shall not be paid, credited or reimbursed for costs or expenses associated with any work performed in connection with a Rearrangement or the City Portion or otherwise under the provisions of this Agreement, that is not expressly authorized by a Work Order, as may be amended pursuant to Section 2.3(f).

(f) Except in the case of a change required due to an emergency (which notification may be given orally and any emergency work commenced before being confirmed in writing to LACMTA within three days), the City may submit proposed changes to a Work Order in writing to LACMTA for approval, such approval to not be unreasonably withheld or delayed. If approved, the City may perform the work in accordance with the authorized change.

(g) LACMTA may terminate any Work Order at any time at its sole discretion, provided that the City will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred. To the extent the City (or City Contractor) has commenced Construction in the Public Rights-of-Way pursuant to a Work Order agreed under this Section 2.3 that is subsequently terminated by LACMTA, LACMTA shall reimburse the City for Costs properly incurred pursuant to a Work Order agreed under this Section 2.3 or otherwise under Section 8.1 (*Indemnity*) of this Agreement to perform clean-up and restoration activities to return the site to the condition prior to commencement of Construction.

The restorative activities shall be consistent with the City Standards in effect at the time the restoration work is performed.

(h) The City shall promptly notify LACMTA if at any time it anticipates:

(i) exceeding 75% of the total estimated Costs under any Work Order within the next 60 days;

(ii) that the total Costs under any Work Order will be in excess of 10% greater than previously estimated Costs; or

(iii) that the estimated finishing date will be later than the date stated in the Work Order,

and shall request an amendment to such Work Order pursuant to Section 2.3(f).

(i) LACMTA shall reimburse the City for services and activities performed in accordance with EXHIBIT 9 (*Inspection and Acceptance Procedure*). LACMTA shall not unreasonably withhold issuance of a Work Order authorizing the City to perform inspection, acceptance, and closeout activities with respect to the NoHo to Pasadena Project required in accordance with EXHIBIT 9 (*Inspection and Acceptance Procedure*).

2.4 **Project Schedule**

(a) The City agrees to cooperate and coordinate with LACMTA in accordance with the provisions of this Agreement in order for LACMTA to achieve the Project Schedule and subject to LACMTA agreeing to the reimbursement of the cost of the applicable resources in accordance with Section 2.3 (*Work Orders*) and 7.1 (*Reimbursements to the City*), to allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and work schedules, review periods and timelines identified in this Agreement and any Work Orders. If the City determines that, notwithstanding its compliance with its obligations under this Section 2.4(a), additional personnel or other resources (including through the use of City Contractors) are required to mitigate the risk of delay in performing the scope of work within the defined schedule, the City may submit a proposed change to a Work Order in accordance with Section 2.3(f) (*Work Orders*).

(b) To the extent the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement and/or any Work Order in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order (in each case, as may be extended under Section 2.4(d)), and such failure is attributable to the City, then, solely to the extent such delay directly causes: (i) LACMTA to incur additional costs; or (ii) a delay to the NoHo to Pasadena Project, the City must reimburse LACMTA for all actual and documented costs and expenses incurred by LACMTA or arising out of such delay. The City shall pay such costs to LACMTA within 90 days of receiving an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from the City to LACMTA pursuant to this Section 2.4(b) from payment(s) due to the City.

(c) Without limiting any other rights under this Section 2.4, if the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order (in each case, as may be extended under Section 2.4(d)), LACMTA (or a LACMTA Contractor) will issue a Notice to the City referencing the relevant work or obligation (including any anticipated delay and cost impacts to the NoHo to Pasadena Project) and requesting the City's immediate attention (or, if the Project Schedule allows without causing LACMTA to incur additional costs or a delay to the NoHo to Pasadena Project, providing an extension of time) and if the delay remains unresolved, LACMTA shall escalate the delay utilizing the issue resolution ladder set out in EXHIBIT 4 (*Roles and Responsibilities*). Where the delayed obligation relates to Design or Construction work that the City has agreed to perform under the terms of this Agreement or where LACMTA reasonably determines that the City will be unable to timely complete any Design or Construction work that the City has agreed to perform under the terms of this Agreement, LACMTA may by Notice to the City suspend the affected element of the City's work and LACMTA may perform the remaining work. If

LACMTA takes over work in accordance with this Section 2.4(c), the City shall cooperate and assist LACMTA in accordance with the provisions of this Agreement.

(d) To the extent:

(i) a failure by LACMTA to perform its work and obligations in accordance with the work schedules, review periods and timelines identified in this Agreement and/or any Work Order; or

(ii) the rejection by LACMTA of a reasonable request by the City for additional resources under Section 2.4(a),

results in a delay to the performance of the City's work under a Work Order, the City will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the provisions of the applicable Work Order (including, where the City is performing Design or Construction work, any costs associated with such delay).

2.5 **Permits**

(a) Under Applicable Law, LACMTA is not subject to certain local ordinances when constructing the City Portion. Notwithstanding this, LACMTA shall obtain all necessary City permits and approvals and comply with City Standards relating to the Design and Construction of the City Portion, in each case to the extent required under and in accordance with, the terms of this Agreement.

(b) Without prejudice to Section 2.5(a) or the requirements set out in EXHIBIT 8 (*Construction Requirements*):

(i) within 45 days of the Effective Date, the City and LACMTA will coordinate to: identify any permits required for the City Portion; agree on any applicable permit fees required to be paid by LACMTA with respect to the City Portion; and agree on any services that will not require reimbursement by LACMTA through a Work Order to avoid double counting;

(ii) LACMTA or LACMTA Contractor shall pay any permit fees agreed by the Parties under Section 2.5(b)(i); and

(iii) the City will cooperate with LACMTA to ensure any processing procedures or timelines for permits shall be consistent with the terms and conditions set out in this Agreement and endeavor to reasonably streamline the permit process so far as reasonably practicable to support the timely delivery of the Noho to Pasadena Project in accordance with the Project Schedule.

(c) If requested by LACMTA, the City will provide reasonable assistance to LACMTA and the LACMTA Contractors in relation to any application by LACMTA or a LACMTA Contractor for a Governmental Approval or other Governmental Entity or third-party approval relating to or arising from, the Design, Construction, operation or maintenance of the City Portion.

2.6 **Coordination of Work**

(a) Except in the case of Adjacent Work required as a result of an emergency (which notification and coordination may occur as soon as reasonably practicable after the occurrence of the emergency), the City will promptly notify LACMTA upon becoming aware of any proposed or planned Adjacent Work and will take all reasonable actions within its powers, to coordinate the design and performance of any Adjacent Work with LACMTA so that such Adjacent Work shall not pose a safety hazard or interfere with, disrupt or delay the Design and Construction, or threaten the integrity of the City Portion including by:

(i) complying with the provisions of this Section 2.6 and LACMTA's standard procedures for Adjacent Works;

(ii) to the extent requested by LACMTA following its initial screening taking into account proximity of the Adjacent Work to the City Portion, adjacency conditions, and the potential to impact the City Portion and otherwise conducted in accordance with LACMTA's standard procedures for Adjacent Works, delivering copies of designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the Adjacent Work and to approve the final designs and plans for the Adjacent Work to determine if elements of the Adjacent Work would impact the safe Construction of the NoHo to Pasadena Project; and

(iii) to the extent LACMTA reasonably determines and notifies the City that the Adjacent Work will, in whole or in part, pose a safety hazard or interfere with, disrupt or delay the Design, Construction, operation or maintenance of, or threaten the integrity of, the City Portion, LACMTA and City agree to coordinating the Adjacent Work or suspending the Adjacent Work or the relevant part of the Adjacent Work (as applicable).

(b) The City will, and will take all reasonable actions within its powers to ensure that any City Contractor or third party performing any Adjacent Work, City Construction Work or City Maintenance Work is obligated under contract and/or a permit process to:

(i) fully co-operate and coordinate with LACMTA and the LACMTA Contractors including:

(A) attending interface definition and coordination meetings upon reasonable request; and

(B) providing any other interface data reasonably requested by LACMTA or the relevant LACMTA Contractor and necessary to complete interface coordination;

(ii) perform the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) so as to minimize any interference with or disruption or delay to construction of the City Portion or any other part of the NoHo to Pasadena Project;

(iii) to the extent applicable, comply with LACMTA or the relevant LACMTA Contractor's worksite health and safety policies and procedures; and

(iv) promptly advise LACMTA of all matters arising out of the Adjacent Work or City Construction Work or City Maintenance Work (as applicable) that may interfere with, disrupt, delay or otherwise have an adverse effect upon the City Portion or any other part of the NoHo to Pasadena Project.

2.7 **Utility Adjustments**

(a) In accordance with Section 1.1 (*Scope of Agreement*), LACMTA and the City will cooperate and coordinate in performing the steps necessary to ensure that applicable Utility owners implement the Utility Adjustments necessary to address Utility Conflicts that will impact the City Portion of a Project in a timely manner, including LACMTA and the City each exchanging information, participating in coordination meetings, coordinating in the issuance of notices to Utility owners requesting a Utility Adjustment, and performing the other steps and activities set out in EXHIBIT 5 (*Utility Adjustment Procedures*).

(b) LACMTA and the City shall cooperate and coordinate in executing the necessary documents for each step set out in EXHIBIT 5 (*Utility Adjustment Procedures*).

(c) The services performed by the City under the provisions of this Section 2.7, are eligible for reimbursement under Sections 2.2 (*Annual Work Plan*), 2.3 (*Work Orders*) and 7.1 (*Reimbursements to the City*).

2.8 **Governmental and Lender Requirements**

If the NoHo to Pasadena Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, Federal Transit Administration, other federal, state and local Governmental Entities, and/or financial institutions providing grants, funding or financing, the Parties will comply with any prescribed governmental and lender requirements set out in a Work Order or otherwise under the applicable grant, funding or financing agreements notified to the City provided that LACMTA notifies the City of the requirements prior to issuing the Work Order.

2.9 **Access**

If, prior to LACMTA's scheduled date of commencement of Construction work in a part of the City Portion, any Rearrangement is necessary to eliminate a conflict, the City may grant to LACMTA and/or its designee sufficient rights, if necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that part (limited to Public Rights-of-Way and City-owned properties only, and not including any privately-owned properties) of the City Portion in accordance with the Project Schedule; provided, however, that such grant does not unreasonably and adversely interfere with the provision of City's services to the public, or affect public health and safety; and provided further, that the City is permitted under Applicable Law to grant such right.

2.10 **Discretions**

Except as otherwise expressly provided in this Agreement, all determinations, consents, waivers, or approvals of a Party under this Agreement must not be unreasonably withheld, conditioned, or delayed.

ARTICLE 3. DESIGN

3.1 **Design Responsibilities**

(a) Except to the extent of any Design work requested to be performed by the City under Section 3.1(b), LACMTA will (directly or through LACMTA Contractors) Design all Rearrangements and produce all Design Documentation relevant to those works in accordance with the provisions of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.

(b) LACMTA may request and authorize the City to perform:

(i) Design work and/or provide support services with respect to the Design of a Rearrangement pursuant to the procedures set out under Section 2.3 (*Work Orders*); and

(ii) additional Design work with respect to the City Portion that is not part of any Rearrangement pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (*City-Performed Project Work*).

The City shall diligently perform and shall ensure that any City Contractor diligently performs, such Design-related activities in accordance with the provisions of the applicable Work Order and this Agreement. The City shall be responsible for any errors and omissions in any Design Documentation prepared by the City or a City Contractor.

3.2 **Design Requirements**

The Designs of the Rearrangements shall comply with the requirements set out in EXHIBIT 6 (*Design Requirements*).

3.3 **Design Review Procedure**

(a) LACMTA will submit, and will require that the LACMTA Contractors submit, the Designs for any Rearrangements to the City for review in accordance with the procedures set out in EXHIBIT 7 (*LACMTA Submittal Review Procedure*) and otherwise in accordance with the provisions of this Agreement and any applicable Work Orders.

(b) The City will carry out the review and approval of the Designs for the Rearrangements in accordance with the procedures and the review periods set out in EXHIBIT 7 (*LACMTA Submittal Review Procedure*) and otherwise in accordance with the provisions of this Agreement and any applicable Work Orders.

(c) For the avoidance of doubt, LACMTA is not required to submit any Design for Construction work for the NoHo to Pasadena Project that is not part of the Rearrangements to the City for City's review and approval, including where:

(i) LACMTA, a LACMTA Contractor, or a tenant or licensee of LACMTA owns and maintains (or will own and maintain) the applicable structure or physical element; or

(ii) the work is related to utility trenching and shoring within OSHA guidelines and the relevant LACMTA Contractor is OSHA certified.

As between the City and LACMTA, LACMTA will be responsible for ensuring that the Design for the Construction work for the NoHo to Pasadena Project complies with Applicable Law and the FEIR. The City further acknowledges that as between LACMTA and the City, LACMTA has sole discretion to determine whether, and which, features or facilities are required in order for LACMTA to comply with its obligations under Applicable Law in connection with the NoHo to Pasadena Project (whether or not situated within the Public Rights-of-Way) including the ADA and in the case of its obligations under the ADA LACMTA will to determine whether matters are technically infeasible; provided, however, in making such determination, LACMTA shall utilize current rules and regulations promulgated under the ADA, and guidelines issued by federal agencies in accordance with the ADA, including but not limited to The ADA Best Practices Tool Kit for State and Local Governments published by Civil Rights Division of the U.S. Department of Justice. As described in Part C (*Physical Limits of the Project Work*) of EXHIBIT 3 (*Project Site*), LACMTA and the City will agree the physical limits of the structures and elements of the NoHo to Pasadena Project that: (a) LACMTA owns and maintains or will own or maintain; or (b) that are part of, or will become part of (under a Rearrangement), a City Facility.

3.4 **Design Development**

The Parties acknowledge and agree that:

(a) the Basis of Design will establish the scope, limits of work, specifications and requirements applicable to the Designs for any Rearrangements for the purposes of issuance of the Procurement Documents for the construction of the NoHo to Pasadena Project; and

(b) the Design Documentation for any Rearrangements will be submitted for review progressively in Packages and LACMTA and the applicable LACMTA Contractor will retain responsibility for defining the scope and timing of delivery of the Packages at each stage of Design.

3.5 **City Standards**

(a) The City agrees that it shall not adopt any new City Standards or otherwise amend or supplement any existing City Standards or its interpretation or application of any existing City Standards, for the sole or primary purpose of affecting the NoHo to Pasadena Project. For the avoidance of doubt, this Agreement and the provisions in this Section 3.5 do not restrict the City from exercising its legal authority and legislative power to adopt new City Standards.

(b) Subject to Sections 3.5(a) and 3.5(c), the Parties acknowledge that the City may adopt new City Standards not listed in EXHIBIT 6 (*Design Requirements*) or amend or supplement existing City Standards listed in EXHIBIT 6 (*Design Requirements*) during the Term, provided that the City shall promptly (and in any case within 15 days' of adoption) notify LACMTA of any changes or additions to the City Standards adopted during the Term.

(c) Any changes or additions to the City Standards applicable to a Rearrangement after the establishment of the Basis of Design for that Rearrangement or any adoption, amendment, supplement, or interpretation of City Standards for the sole purpose of effecting the NoHo to Pasadena Project in contravention of Section3.5(a) shall be considered a "Betterment" for the purposes of this Agreement (except to the extent an exclusion under that definition applies).

3.6 **Changes to Design**

(a) If LACMTA wishes to amend the Final Design for a Rearrangement for which it is responsible prior to completion of Construction of that Rearrangement, it must submit the amended Design Documentation to the City and EXHIBIT 7 (*LACMTA Submittal Review Procedure*) will apply as if the Design Documentation is for the Final Design.

(b) LACMTA may use or may allow the relevant LACMTA Contractor to use, the amended Final Design for Construction prior to approval by the City if and only if LACMTA, in consultation with the City Inspector, determines that the amendment to the Final Design is: (i) minor; (ii) does not adversely impact the relevant Rearrangement; and (iii) is necessary to overcome an issue which has arisen or become evident since the Final Design was initially approved.

3.7 **Value Engineering**

LACMTA and the City will cooperate with each other to identify efficiencies to reduce the overall cost of the NoHo to Pasadena Project in order to maximize the value of public funds. The City will exercise sound engineering judgment to cooperate and coordinate with LACMTA to identify efficient approaches to the Design of Rearrangements for the NoHo to Pasadena Project when:

(a) performing Design reviews under Section 3.3 (*Design Review Procedure*), including as part of the resolution of City comments made to Designs; and

(b) reviewing any requests for deviations to the City Standards and/or the Design and Construction requirements.

The Parties acknowledge and agree that this will include identifying, and reviewing LACMTA Contractor-identified, recommendations for potential innovations and value engineering opportunities with respect to the Rearrangements that offer value in terms of a reduced capital cost for the NoHo to Pasadena Project and/or that will offer value in terms of schedule savings, and/or quality benefits and adopting and applying those recommendations that, following evaluation by the Parties, will reduce the capital cost of the NoHo to Pasadena Project and/or that will offer value in terms of schedule savings, and/or quality benefits. Any innovation or value engineering recommendations will be evaluated on the basis that any such recommendation should satisfy the required function of the Rearrangement at the lowest total cost (capital, operating, and maintenance) consistent with the requirements of performance, reliability, maintainability, and safety and the FEIR project objectives. For the avoidance of doubt, following evaluation of potential innovations and value engineering opportunities in accordance with this Section 3.7, the City retains final decision-making authority to determine whether to approve a deviation from City Standards and/or the Design and Construction Requirements.

ARTICLE 4. CONSTRUCTION

4.1 Construction Responsibilities

(a) Except to the extent of any Construction work requested to be performed by the City under Section 4.1(b), LACMTA (directly or through the LACMTA Contractors) will be responsible for the Construction of all Rearrangements and shall diligently perform and shall ensure that any LACMTA Contractor diligently performs, all such Construction in accordance with the provisions of this Agreement.

(b) LACMTA may request and authorize the City to perform:

(i) Construction work with respect to a Rearrangement and/or provide Construction support services pursuant to the procedures set out under Section 2.3 (*Work Orders*); and

(ii) additional Construction work with respect to the City Portion that is not part of any Rearrangement pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (*City-Performed Project Work*).

The City shall diligently perform and shall ensure that any City Contractor diligently performs, all such Construction work and/or support services in accordance with the provisions of the applicable Work Order and this Agreement.

4.2 Construction Requirements

The Construction of the Rearrangements and any other Construction work performed in the Public Rights-of-Way in connection with the NoHo to Pasadena Project shall comply with the requirements set out in EXHIBIT 8 (*Construction Requirements*).

4.3 Rights-of-Way

(a) Notwithstanding any LACMTA rights to use the Public Rights-of-Way under Applicable Law, LACMTA shall obtain all necessary City permits and approvals and comply with all City Standards relating to use of the Public Rights-of-Way, in each case to the extent required under and in accordance with, the terms of this Agreement.

(b) The location and type of replacement rights-of-way for the relocation of Conflicting Facilities as part of a Rearrangement shall be mutually agreed by the Parties during the Design Phase. When reasonably possible and where the City Facilities being replaced are located in a public right-of-way, a Rearrangement of those City Facilities shall be located in existing public rights-of-way. If it is not possible for a Rearrangement of a City Facility to be located in a Public Rights-of-Way: (i) the required replacement rights-of-way for the relocation of Conflicting Facilities shall be acquired by LACMTA or the City (as mutually agreed) at LACMTA's cost in accordance with the Project Schedule; and (ii) If LACMTA acquires the replacement rights-of-way, LACMTA shall provide the City with an easement, in a form reasonably acceptable to the City, to operate, maintain, and/or remove such City Facility. Upon acceptance of the applicable Replacement Facility, the City shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, any City real property interests not part of the Public Rights-of-Way being taken out of service by the Rearrangement, and for which replacement real property interests are provided in accordance with this Section 4.3(b). LACMTA reserves the right to convey replacement rights-of-way in fee to the City.

(c) Subject to Section 4.3(b), in the case of any Rearrangements, the Parties acknowledge that LACMTA is responsible for the acquisition of any private rights-of-way necessary to construct and/or operate the NoHo to Pasadena Project on the Project Right-of-Way and LACMTA (or the LACMTA Contractors) shall be responsible for the acquisition of any temporary construction easements necessary for the Construction of the NoHo to Pasadena Project. Upon reasonable request by LACMTA, the City shall provide reasonable assistance as may be required for LACMTA to obtain

rights-of-way necessary to construct the City Portion including considering reasonable requests by LACMTA to convey to LACMTA, at no cost to LACMTA, any City-owned temporary construction easements that may be required for Construction of the NoHo to Pasadena Project without requiring LACMTA to go through the appraisal, negotiations, offer, closing and transfer process. Following any such reasonable request, LACMTA will prepare or cause to be prepared, the title documents and documents of conveyance and shall transmit such documents to the City Representative who shall process them through the required departments for execution and return them to LACMTA within 90 days after receipt, but in any event in accordance with the Project Schedule.

(d) The City agrees and acknowledges that this Agreement satisfies any LACMTA obligations to the City and otherwise relating to the certification of rights-of-way as may be required by the California Public Utilities Commission or any other regulatory authority, and that the City shall cooperate with LACMTA, and assist LACMTA, with any right-of-way certification processes involving other entities or agencies such as the California Public Utilities Commission or any other regulatory authority.

4.4 **Hazardous Materials**

LACMTA (or its LACMTA Contractors) will be responsible for any environmental site assessments and any remediation of hazardous materials to be performed on the Project Site for the purposes of the NoHo to Pasadena Project. LACMTA will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any City Facility, including but not limited to, any **"hazardous substance"** as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or any LACMTA Contractor caused the environmental hazard through its actions or remediation of hazardous materials is required to be performed on the Project Site for the purposes of the NoHo to Pasadena Project in accordance with the environmental site assessments.

4.5 **Inspection and Acceptance**

The Parties agree that inspection and acceptance of the Construction of Rearrangements performed under this Agreement will be carried out in accordance with the procedure set out in EXHIBIT 9 (*Inspection and Acceptance Procedure*).

ARTICLE 5. BETTERMENTS

5.1 **Notice of Betterments**

(a) The City shall inform LACMTA what Betterments, if any, the City requests be implemented as a Rearrangement or a part of a Rearrangement by submitting a completed City Betterment Request for LACMTA's review and approval. The City shall submit any City Betterment Request to LACMTA promptly after identifying a potential Betterment and in any event shall, unless later delivery is otherwise agreed by LACMTA or acknowledged under this Article 5, deliver all City Betterment Requests to LACMTA prior to the establishment of the Basis of Design.

(b) Any Design furnished by the City under a Work Order shall specifically identify any Betterments included in such Design and where Betterments are identified that were not previously agreed under this Article 5, any such Design shall be accompanied by a completed City Betterment Request and submitted for LACMTA's review and approval in accordance with this Article 5.

(c) If a City comment to a LACMTA Submittal or any other form of City request with respect to the NoHo to Pasadena Project constitutes a Betterment, LACMTA will deliver a LACMTA Notice of Potential Betterment to the City and within 10 days of delivery of that Notice, the City will: (i) withdraw the relevant comment; (ii) submit a request for the applicable Betterment by submitting a completed City Betterment Request for LACMTA's review and approval; or (iii) dispute the basis of the LACMTA Notice of Potential Betterment by referring the matter to the issue resolution ladder set out in EXHIBIT 4 (*Roles and Responsibilities*). If the City fails to respond within 10 days of a Notice delivered by

LACMTA under this Section 5.1(c), LACMTA may refer the matter to the issue resolution ladder set out in EXHIBIT 4 (*Roles and Responsibilities*).

5.2 **Approval of Betterments**

If LACMTA approves a Betterment (with or without changes negotiated and agreed by LACMTA and the City):

(a) the LACMTA Representative shall counter-sign the City Betterment Request (updated to include any changes negotiated and agreed by LACMTA and the City); and

(b) the City will be responsible for the cost of the Betterment.

5.3 **Right to Refuse a Betterment**

No Betterment shall be constructed that is not approved by LACMTA pursuant to this Article 5. LACMTA shall have the right to refuse and withhold approval for any Betterment, that:

(a) is incompatible with the NoHo to Pasadena Project;

(b) cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or

(c) is requested after the establishment of the Basis of Design.

5.4 **Cost of Betterments**

LACMTA shall not be responsible for the cost of any Betterment (whether or not the cost exceeds any estimates provided by LACMTA and including the cost of any additional mitigation measures included as a result of the Betterment if a supplemental environmental approval is required to accommodate that Betterment). Such cost will be paid to LACMTA or credited to LACMTA in accordance with Section 7.2 (*Reimbursement and Credits to LACMTA*).

ARTICLE 6. OPERATION AND MAINTENANCE

6.1 LACMTA and the City shall commence discussions regarding the Parties respective obligations regarding the operation and maintenance of the NoHo to Pasadena Project during the 60% Design Phase and shall use good faith efforts to agree on an amendment or supplement to this Agreement or to agree a new cooperative agreement to address the Parties respective obligations during the operation and maintenance of the NoHo to Pasadena Project and the procedures and cost reimbursement principles that shall apply to the coordination and performance of their respective obligations during the operation and maintenance of the NoHo to Pasadena Project by the Final Design.

6.2 The Parties agree that any amendment or supplement to this Agreement or any new agreement entered into in accordance with Section 6.1 shall be on terms that are substantially consistent with:

(a) the provisions set out in this Agreement (to the extent applicable and subject to any necessary amendments to reflect the different phase of the NoHo to Pasadena Project); and

(b) the agreed operation and maintenance principles set out in EXHIBIT 10 (*Operation and Maintenance Principles*).

6.3 Any amendment, or supplement or new agreement agreed by the Parties in accordance with Section 6.2 shall be finalized and documented in accordance with Section 10.7 (*Amendments*).

ARTICLE 7. REIMBURSEMENT AND CREDITS

7.1 Reimbursements to the City

(a) Except with respect to Betterments, LACMTA will reimburse the City for Costs incurred for work performed by the City or the City Contractors under a Work Order in accordance with this Section 7.1 and the provisions of the applicable Work Order.

(b) If a Rearrangement performed under a Work Order is limited to the removal or elimination of a City Facility because the City has determined the City Facility does not need to be relocated, LACMTA will only be responsible for any Costs incurred in Abandoning such City Facility in accordance with the City Standards and will not be required to replace or compensate the City for the replacement of that City Facility.

(c) The City shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by the City under a Work Order:

(i) the City shall commence its monthly billing within no more than 60 days, following the commencement of work under a specific Work Order and shall bill monthly thereafter following the City's standard billing procedures;

(ii) the City shall provide supporting documents to demonstrate the Costs incurred by the City with respect to a Work Order, including City Contractor invoices, the names of individuals performing the relevant tasks and the time committed to those tasks, a description of the tasks performed by reference to the tasks described in the Work Order, and any other supporting information required under the terms of the Work Order or otherwise requested by LACMTA;

(iii) each billing statement shall: (A) be noted as either "progress" or "final"; (B) be addressed to the LACMTA Representative; (C) include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and (D) reflect any applicable credits due to LACMTA under this Article 7;

(iv) the final billing under a Work Order, with a notation that all work covered by that Work Order has been performed, shall be submitted to LACMTA within 60 days after completion of the work under the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and

(v) after the expiration of the 60 day period described in Section 7.1(c)(iv), LACMTA may notify the City in writing that the 60 day closing billing period has expired, and upon the City's receipt of such Notice from LACMTA, the City shall have 60 days to submit its final invoice.

(d) On completion of the Construction of the City Portion, LACMTA will issue a Notice of closeout to the City (including Final Acceptance of all Rearrangements for that City Portion). Within 90 days of receiving such Notice, the City must issue invoices to LACMTA for all services under a Work Order for the Design and Construction of the NoHo to Pasadena Project.

7.2 Reimbursements and Credits to LACMTA

(a) LACMTA shall receive a credit, or payment for:

(i) salvage for items recovered from existing City Facilities that the City intends to re-use in the performance of Construction work performed under the provisions of this Agreement where the amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by agreement of the Parties, plus reasonable storage and

transportation costs of such materials salvaged for the City's use. The sum of credits and/or payments due to LACMTA for salvage shall be agreed by the Parties based on applicable books, records, documents and other data, and in addition, LACMTA and the City may conduct an inspection survey of a City Facility prior to or during Design Development. LACMTA may request and authorize the City to perform support services with respect to any such inspection survey pursuant to the procedures set out under Section 2.3 (*Work Orders*);

(ii) all Costs relating to Betterments upon acceptance of physical work where:

(A) the initial amount of the Betterment payment or credit shall be based upon the estimated Cost for the Design and Construction of the Rearrangement with the Betterment *less* the estimated Cost for Design and Construction of the Rearrangement without the Betterment, in each case as set out by LACMTA in its response and approval to the applicable City Betterment Request; and

(B) upon acceptance of the physical work for the Betterment, the initial Betterment payment or credit shall be reconciled by the Parties against the actual Costs of the Betterment; and

(iii) the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the period that the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made, where:

(A) the "**Expired Service Life Value**" shall be an amount determined by the Parties during Design Development based upon estimates provided by the City of the depreciated value of the Conflicting Facility (calculated by multiplying the cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility); and

(B) the Expired Service Life Value shall be determined by the Parties in accordance with Section 7.2(a)(iii)(A) prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order,

provided that LACMTA shall not receive a credit or payment for Expired Service Life Value for street pavement, curbs, gutters, sidewalks, traffic signals, traffic control devices, streetlights, sewers and storm drain facilities, and any other City-owned Utilities completed as part of the NoHo to Pasadena Project and in accordance with City Standards. Any street pavement work performed as part of a Betterment will be subject to Article 5 (*Betterments*).

(b) LACMTA shall receive:

(i) a credit (reflected on the applicable invoice(s) submitted by the City) for salvage, Betterments, and Expired Service Life Value of the City Facilities against work performed by the City, where the City performs the work under a Work Order; and

(ii) payment from the City for salvage, costs of Betterments, and Expired Service Life Value of the City Facilities where LACMTA performs the work invoiced and paid in accordance with this Article 7.

(c) Where LACMTA is due a payment under this Article 7:

(i) LACMTA shall commence its monthly billing within no more than 60 days, following the commencement of the applicable work and shall bill monthly thereafter following LACMTA's standard billing procedures;

(ii) LACMTA shall provide supporting documents to demonstrate the costs incurred by LACMTA, including LACMTA Contractor invoices, and other data, to the City upon request;

(iii) each billing statement for a salvage, Betterment, or Expired Service Life Value with respect to a City Facility shall: (A) be noted as either "progress" or "final"; (B) be addressed to the City Representative; and (C) include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid;

(iv) the final billing for a salvage, Betterment, or Expired Service Life Value with respect to a City Facility, with a notation that all applicable payments due to LACMTA for that salvage, Betterment, or Expired Service Life Value, shall be submitted to the City within 60 days after completion of the applicable work, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the costs identified in such billing were calculated in accordance with this Article 7 and have not previously been billed or paid; and

(v) after the expiration of the 60 day period described in Section 7.1(c)(iv) (*Reimbursements to the City*), the City may notify LACMTA in writing that the 60 day closing billing period has expired, and upon LACMTA's receipt of such Notice from the City, LACMTA shall have 30 days to its submit final invoice.

7.3 **Payment of Billings**

Payment of each invoice properly submitted pursuant to Section 7.1 (*Reimbursements to the City*) or 7.2 (*Reimbursements and Credits to LACMTA*) shall be due within 60 days of receipt; provided that: (a) all such payments shall be conditional, subject to post-audit adjustments; (b) final payment for a Rearrangement shall be contingent upon final inspection (and acceptance) of the work by the Party billed for such work, which inspection (and acceptance, where applicable), will not be unreasonably withheld or delayed; and (c) LACMTA may withhold payments in the amount of any credit amounts due to LACMTA if the City has not posted such credits within 60 days after submittal of requests for the same by LACMTA.

ARTICLE 8. INDEMNITY, WARRANTIES AND INSURANCE

8.1 **Indemnity**

(a) Each Party shall release, defend, indemnify, and hold harmless the other Party and its respective officers, agents, contractors, representatives, and employees to the maximum extent allowed by law from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance, or the performance of any of its officers, agents, contractors, representatives, and employees, of any of the obligations, work, authority, presence, or jurisdiction allocated or delegated to it under this Agreement (including, in the case of LACMTA, the performance of the Design and Construction of the NoHo to Pasadena Project).

(b) In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the Parties, as between themselves, pursuant to Sections 895.4 and 895.6 of the Government Code, each assume the full liability imposed on them, or any of their officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such Party would be responsible under Section 8.1(a). The provisions of California Civil Code Section 2778 are made a part of this Agreement as if fully set out in this Agreement.

(c) Each Party agrees to notify the other promptly upon receipt of any third-party claim for which a Party is entitled to indemnity under this Agreement.

8.2 **Warranty**

(a) Solely with respect to Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, the City and LACMTA each warrant to the other for a period of one year from and after Substantial Completion of that Rearrangement or work (or at such earlier date on which responsibility for the maintenance, loss or damage for that Rearrangement or work passes to the other Party) that such Rearrangement or work performed by them shall be free from defect, provided that in the case of any Punch List items recorded at Substantial Completion (or such earlier date on which the Parties agree responsibility for maintenance, loss or damage passes), the warranty period shall be for one year from and after completion of that Punch List item. The limited warranty given under this Section 8.2(a) is the sole warranty given by the City and/or LACMTA, and, pursuant to this warranty, and for the warranty period only, the City or LACMTA, as the case may be, shall remedy any such discovered defect at its sole expense.

(b) In connection with Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, warranties supplied by the LACMTA Contractors and City Contractors to LACMTA or the City (as applicable) shall be made for the benefit of both LACMTA and the City.

8.3 **Insurance**

(a) The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains:

(i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming the City and LACMTA as additional insureds and explicitly waiving subrogation rights against LACMTA and the City; and

(ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: $5,000,000 in general liability; $1,000,000 in workers' compensation/employer's liability; and $1,000,000 in combined single limit (CSL) in auto liability; and (B) design contractors to provide evidence of insurance in the following amounts: $5,000,000 in general liability; $1,000,000 in workers' compensation/employer's liability; $1,000,000 (CSL) in auto liability; and $1,000,000 in professional liability.

(b) Each Party must:

(i) give the other Party 20 days' Notice prior to any reduction in scope or cancellation or expiration of any insurance procured by it under this Section 8.3;

(ii) give the other Party 20 days' Notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by a LACMTA Contractor or City Contractor (as applicable) under this Section 8.3; and

(iii) notify the other Party within five days if it receives a Notice from a LACMTA Contractor or City Contractor (as applicable) of the expiration of any insurance procured under this Section 8.3.

ARTICLE 9. RESOLUTION OF DISPUTES

In the event of dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination (**"Dispute"**), the Parties shall make good faith efforts to resolve the Dispute through negotiation and the issue resolution ladder under EXHIBIT 4 (*Roles and Responsibilities*) of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Force Majeure

No Party may bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party if a Force Majeure Event occurs and the affected Party is prevented from carrying out its obligations by that Force Majeure Event. During the continuation of any Force Majeure Event, the affected Party shall be excused from performing those of its obligations directly affected by such Force Majeure Event provided that the occurrence or continuation of any Force Majeure Event shall not excuse any Party from performing any payment obligations contemplated under this Agreement. If a Force Majeure Event occurs, the City agrees, if requested by LACMTA pursuant to Section 2.3 (*Work Orders*), and if deemed possible and feasible by the City (acting reasonably), to accelerate the performance of its obligations under this Agreement and any Work Order to mitigate any delay arising from the Force Majeure Event provided that LACMTA agrees to reimburse the City for the incremental actual costs of such acceleration.

10.2 Existing Agreements

This Agreement does not negate or otherwise modify any existing easements, licenses or other use and/or occupancy agreements between the City and LACMTA or to which LACMTA has become or does become a successor either by assignment or by operation of law.

10.3 Audit and Inspection; Maintenance of Records

(a) **Audit and Inspection**. For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term, each Party will have such rights to review and audit the other Party and its books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the City Standards at all times during normal business hours, without charge. Each Party represents and warrants the completeness and accuracy in all material respects of all information it or its agents provides in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree such adjustment. Examination of a document or record during one review and audit shall not preclude further re-examination of such document or record in a subsequent review and audit. The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains provisions acknowledging the rights of the City or LACMTA (as applicable) under this Section 10.3(a).

(b) **Maintenance of Records**. The City shall (and shall ensure that any City Contractor will) keep and maintain its books, records, and documents related to performance of the work under this Agreement (including all Costs incurred) for three years after the end of the Term; except that, all records that relate to Disputes being processed or actions brought under this Agreement must be retained and made available until any later date that such Disputes and actions are finally resolved. The City reserves the right to assert exemptions from disclosure of information that would be exempt under Applicable Law from disclosure or introduction into evidence in legal actions.

10.4 Notices

(a) Each Notice under this Agreement must be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses (or to such other address as may from time to time be specified in writing by such person):

To the City:

City Manager (or designee)
the City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
jhess@burbankca.gov
Attn: Justin Hess

With a copy to:

City Attorney's Office
the City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
LKurihara@burbankca.gov
Attn: Lisa Kurihara, Senior Assistant City Attorney

With a copy to:

Director of Public Works (and/or the City Engineer)
the City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
kberkman@burbankca.gov
Attn: Ken Berkman, Public Works Director

Community Development
the City of Burbank
Community Services Building
150 N. Third Street
Burbank, CA 91502
krisked@burbankca.gov
Attn: David Kriske, Assistant Community Development Director

To LACMTA:

Chief Program Management Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 16th Floor
Los Angeles, CA 90012
Facsimile No.: (213) 922-7382
CervantesE@metro.net
Attn: Eduardo Cervantes or Ferdinand Chan, Third Party Administration

With a copy to:

Office of Program Management
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447
VanGesselM@metro.net
Attn: Mark Van Gessel, Deputy Executive Officer

With a copy to:

County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447
lowt@metro.net
Attn: Teddy Low, Senior Deputy County Counsel

With a copy to:

Metro Real Estate
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 22nd Floor – Real Estate
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447
pottsj@metro.net
Attn: John Potts, Executive Officer

(b) Any Notice sent personally will be deemed delivered upon receipt, and any notice sent by mail or courier service will be deemed delivered on the date of receipt or on the date receipt at the appropriate address is refused, as shown on the records of the U.S. Postal Service, courier service or other person making the delivery, and any notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to Section 10.4(a)). All Notices (including by email communication) delivered after **5:00 p.m. PST** will be deemed delivered on the first day following delivery that is not a Saturday, a Sunday, or a federal public holiday.

10.5 **Assignment; Successors and Assigns**

A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise. This Agreement is binding upon and will inure to the benefit of LACMTA and the City and their respective successors and permitted assigns.

10.6 **Waiver**

(a) No waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and executed by the obligee Party.

(b) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with every term, covenant, condition, or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the provisions of such waivers).

10.7 **Amendments**

This Agreement can only be amended or replaced by a written instrument duly executed by the Parties.

10.8 **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of LACMTA and the City for default in performance of this Agreement or any Work Order are in addition to any other rights or remedies provided by law.

10.9 **Severability**

If any provision of this Agreement is ruled invalid by a court having proper jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the balance of this Agreement, which will be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, Article, Section, subsection or part.

10.10 **Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.11 **Limitation on Third Party Beneficiaries**

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties toward, any person not a party to this Agreement.

10.12 **Survival**

The representations, warranties, indemnities, waivers and any express obligations of the Parties following termination, set out in this Agreement shall survive the expiration or termination, for any reason, of this Agreement.

10.13 **Approvals; Further Documents and Actions**

Any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action (collectively, "**Approval**") required or permitted to be given by any Party pursuant to this Agreement or any Work Order:

(a) must be in writing to be effective (except if deemed granted pursuant to this Agreement);

(b) shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible the changes that are required for Approval; and

(c) shall be deemed granted if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement or the applicable Work Order or if no time is prescribed by this Agreement or the applicable Work Order, within 30 days, in each case commencing upon actual receipt by the Party from which an Approval is requested or required, of a request for Approval from the requesting Party. Notwithstanding the foregoing, an approval shall not be deemed granted if the approval requires an action by City Council and the City Council has not acted.

The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.

ARTICLE 11. DEFINITIONS AND INTERPRETATION

11.1 **Definitions**

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in this Section 11.1.

"Approval" has the meaning given in Section 10.13 (*Approvals; Further Documents, and Actions*).

"Abandon" means the permanent termination of service, or the removal of an existing City Facility or portion of it.

"**ADA**" means the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.

"Adjacent Work" means any removal, demolition, repair, restoration, relocation or reconstruction of existing facilities and/or construction of new facilities and/or other physical works by the City or a third party: (a) that is performed or to be performed within, or within 100 feet of, the Project Site; or the performance of which is otherwise reasonably likely to conflict with the Design and Construction and (b) in the case of works performed or to be performed by a third party, of which the City is aware or ought to be aware.

"Advanced Conceptual Engineering" means the phase of the Design process that advances the project scope from a conceptual state to a level of schematic design that describes the project technical and architectural approach in order to address environmental and community impacts, significant interfaces and operational characteristics to support environmental approvals. The plan percentage complete ranges generally from the initiation of Design (0%) to 15%.

"Agreement" means this agreement and any schedules, exhibits, attachments and annexures to it.

"Annual Work Plan" means an annual work plan prepared and agreed by LACMTA and the City in accordance with Section 2.2 (*Annual Work Plan*).

"Applicable Law" means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the City Portion, Rearrangements, any work performed under this Agreement or any relevant person, whether taking effect before or after the date of this Agreement. Applicable Law excludes Governmental Approvals, customs, duties and tariffs.

"Basis of Design" means, with respect to any Rearrangements, the scope, criteria, specifications and requirements (including requirements of the FEIR) for those Rearrangements agreed by LACMTA and the City as at the date of issuance by LACMTA of the procurement documents for a construction manager/general contractor for the NoHo to Pasadena Project, as described in Section 1.1(c)(ii) (Scope of Agreement).

"Betterment" means work performed in connection with any Rearrangement or as part of a Rearrangement:

(a) comprising an upgrade, change or addition to a City Facility (or a part of a City Facility) requested by the City that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Rearrangement; or

(b) for which the City Standards applicable to that Rearrangement are changed or added to after the establishment of the Basis of Design for that Rearrangement,

provided that the term "Betterment" shall exclude:

(i) an upgrade, which the Parties agree, will be of direct and principal benefit to the construction, operation and/or maintenance of the NoHo to Pasadena Project;

(ii) an upgrade resulting from Design or Construction in accordance with the applicable City Standards as set out in EXHIBIT 6 (*Design Requirements*) and any changes or additions to those City Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by the City in breach of Section 3.5(a) (*City Standards*);

(iii) measures to mitigate environmental impacts identified in the NoHo to Pasadena Project's Final Environmental Impact Report and any supplemental environmental reports for the NoHo to Pasadena Project;

(iv) replacement of devices or materials no longer regularly manufactured with the next highest grade or size; and

(v) an upgrade that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the Basis of Design.

"City" is defined in the Preamble. "City" shall also refer to any City owned or operated **"water"** and/or **"power"** departments.

"City Betterment Request" means a Notice from the City to LACMTA requesting a Betterment in accordance with Article 5 (*Betterments*) and in the form set out in Part B of EXHIBIT 11 (*Forms*).

"City Construction Work" means any Construction work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

"**City Contractor**" means any contractor, consultant, tradesperson, supplier or other person engaged or authorized by the City to perform any Adjacent Work, City Design Work, City Construction Work or any other work to be performed by the City under the provisions of this Agreement or otherwise on or about the Project Site but excluding LACMTA and the LACMTA Contractors.

"City Design Work" means any Design work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

"City Facility" means real or personal property located within or near the City Portion, such as structures, improvements, and other properties, which are under the ownership or operating jurisdiction of the City, and shall include, but not be limited to, public streets (any classification), highways, bridges, retaining walls, pedestrian/utility tunnels, alleys, storm drains, sanitary sewers, survey monuments, parking lots, parks, public landscaping and trees, traffic control devices, lighting and communications equipment (cameras, sensors, LTE, microwave receivers, etc.) and public buildings, police and fire department related improvements, as well as any dams or water storage tanks, systems, and appurtenances. City-owned airport and harbor facilities are not included in this definition.

"City Maintenance Work" means any maintenance work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order or under the provisions of this Agreement.

"City Municipal Code" means the Burbank Municipal Code and the Burbank City Charter.

"City Portion" means that portion of the NoHo to Pasadena Project that will pass in, on, under, over or along public streets, highways, bridges, parks and other public right-of-way within the City, as shown in Part B of EXHIBIT 3 (*Project Site*).

"City Representative" is defined in Section 2.1(b) (*Governance*).

"City Standards" means the City's design standards and ordinances and City-owned Utility rules and regulations which govern the design of all Rearrangements, as specified in EXHIBIT 6 (*Design Requirements*) or adopted by the City and notified to LACMTA in accordance with Section 3.5 (*City Standards*) of this Agreement.

"Compliance Comment" means a comment on, objection to or the withholding of approval to a LACMTA Submittal on the basis of one or more of the following:

(a) the LACMTA Submittal or Design work or Construction work that is the subject of the LACMTA Submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance

with the LACMTA Submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or

(b) LACMTA (or the relevant LACMTA Contractor (as applicable)) has not provided all content or information required with respect to the LACMTA Submittal.

"**Conflicting Facility**" means an existing City Facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain the NoHo to Pasadena Project.

"Construction" means all construction activities related to the City Portion that are necessary to complete and operate and maintain the NoHo to Pasadena Project including the removal, demolition, replacement, restoration, alteration or realignment of existing facilities and the procurement, installation, inspection, and testing of new facilities including temporary and permanent materials, equipment, systems, software, and any components of such permanent materials, systems and software.

"Construction Phase" means the phase of the NoHo to Pasadena Project identified as such in EXHIBIT 2 (*Project Phases and Project Schedule*).

"Construction Staging Plan" has the meaning given in EXHIBIT 8 (*Construction Requirements*).

"Cost" means all eligible direct and indirect costs actually incurred for activities or work performed or materials acquired in accordance with the provisions of this Agreement, less (in respect of the City) credits to LACMTA as provided in Article 7 (*Reimbursement and Credits*) where:

(a) eligible direct costs include allowable direct labor costs, materials costs, and storage and transportation costs of materials salvaged for the City's use in performing the applicable work;

(b) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for the City by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state funded contracts; and

(c) unless the Internal Revenue Service and the CPUC issue regulations or rulings to the contrary, the eligible direct and indirect costs shall not include taxes purportedly arising or resulting from LACMTA's payments to the City under this Agreement.

"days" means, unless otherwise stated and whether or not capitalized, calendar days.

"Design" means all activities related to the design, redesign, engineering or architecture of any Construction work.

"Design Development" means the phase of the Design process that occurs after Advanced Conceptual Engineering and that develops, on a progressive basis, a clear indication of the design solutions for the applicable requirements and the major features of the architectural and structural design and third-party interfaces that are intended to form the basis for the Final Design.

"Design Documentation" means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records and submittals necessary for, or related to, the design of the Rearrangements.

"Design Phase" means the phase of the NoHo to Pasadena Project identified as such in EXHIBIT 2 (*Project Phases and Project Schedule*).

"Dispute" is defined in Article 9 (*Resolution of Disputes*).

"Effective Date" means the date stated as such on the first page of this Agreement, which shall be the date when this Agreement has been fully executed on behalf of the City and LACMTA.

"Engineer of Record" means the individual, firm or entity that performs the Design, that imprints the engineer's/architect's seal on the drawings, and is responsible and liable for the Final Design.

"Expired Service Life Value" is defined in Section 7.2(a)(iii)(A) (*Reimbursements and Credits to LACMTA*).

"Final Acceptance" has the meaning given in EXHIBIT 9 (*Inspection and Acceptance Procedure*).

"Final Design" means the phase of the Design process which provides the detailed design for all temporary and permanent project facilities and addresses and resolves all Design review Compliance Comments and finalizes all engineering, architectural and systems designs necessary for Construction. It ends with an approved-for-construction plan status and with the Design being signed and sealed by the 'Engineer of Record'.

"Final Environmental Impact Report" or **"FEIR"** means the final environmental impact report for the NoHo to Pasadena Project completed pursuant to the California Environmental Quality Act and certified by the LACMTA Board of Directors on April 28, 2022.

"Force Majeure Event" means the occurrence of any of the following events after the date of this Agreement that directly causes either Party (the "affected Party") to be unable to comply with all or a material part of its obligations under this Agreement:

(a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;

(b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by affected Party;

(c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;

(d) any fire, explosion, unusually adverse weather, flood or earthquakes;

(e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;

(f) any riot or civil commotion;

(g) any blockade or embargo;

(h) epidemic, pandemic or quarantine; or

(i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

except, in each case, to the extent attributable to any breach of this Agreement or Applicable Law by, or any negligent act or negligent omission of, the affected Party.

"Form 60" means Form 60 (Professional Services Cost/Price Summary) in the form attached as Part A of EXHIBIT 11 (*Forms*).

"**Good Industry Practice**" means the exercise of the degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced designer or constructor (as applicable) seeking in good faith to comply with its contractual obligations, complying with all Applicable Laws and Governmental Approvals, using accepted construction standards and criteria normally used on similar projects in the State of California, and engaged in the same type of undertaking in the United States under similar circumstances and conditions.

"Governmental Approval" means any approval, authorization, certification, consent, license, permit, registration or ruling, issued by any Governmental Entity required to carry out the Rearrangements, the City Portion or any other work to be performed under the provisions of this Agreement.

"Governmental Entity" means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity (including the California Department of Transportation, CPUC and United States Army Corps of Engineers) other than LACMTA and the City.

"LACMTA" is defined in the Preamble.

"LACMTA Contract" means any contract, subcontract or other form of agreement between LACMTA and a LACMTA Contractor or between a LACMTA Contractor and its lower tier subcontractor.

"LACMTA Contractor" means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by LACMTA to carry out works with respect to the City Portion, any Rearrangement or otherwise contemplated under the provisions of this Agreement and any other person with whom any LACMTA Contractor has further subcontracted part of such works.

"LACMTA Fiscal Year" means each one-year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

"LACMTA Notice of Potential Betterment" means a Notice from LACMTA to the City notifying the City of a potential Betterment in accordance with Article 5 (*Betterments*) and in the form set out in Part C of EXHIBIT 11 (*Forms*).

"LACMTA Representative" is defined in Section 2.1(b) (*Governance*).

"LACMTA Submittal Review Period" means, for each LACMTA Submittal, a period of 30 days from the date of delivery of the LACMTA Submittal to the City under the provisions of this Agreement or such other period as the Parties may agree under the applicable Work Order.

"LACMTA Submittals" means:

(a) Design Documentation for a Rearrangement (other than any Design Documentation for which the City is responsible under a Work Order);

(b) Construction Management Plans for Construction work performed by LACMTA or a LACMTA Contractor within the Public Rights-of-Way; and

(c) any other documents which LACMTA (or the LACMTA Contractors) must submit to the City in accordance with this Agreement.

"NoHo to Pasadena Project" means the design and construction of a new bus rapid transit line known as the North Hollywood to Pasadena Transit Corridor Project, as more fully described in EXHIBIT 1 (*Project Description*) and the FEIR.

"Notice" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"Operation and Maintenance Phase" means the phase of the NoHo to Pasadena Project identified as such in EXHIBIT 2 (*Project Phases and Project Schedule*).

"Package" means each package of Design Documentation submitted by LACMTA or a LACMTA Contractor to the City in accordance with this Agreement.

"Parties" means collectively the City and LACMTA, and each a **"Party"**.

"Project Meeting" means any Project Meeting, meeting, working session, over the shoulder review meeting, or other workshop or meeting convened by LACMTA as described in Section 2.1(d) (*Governance*).

"Project Right-of-Way" means the physical limits for the Design and Construction of the NoHo to Pasadena Project, as identified in Part A of EXHIBIT 3 (*Project Site*), or as notified by LACMTA to the City and compliant with the FEIR and any supplemental environmental reports for the NoHo to Pasadena Project, during the Design and Construction Phases.

"Project Schedule" means the schedule for the NoHo to Pasadena Project including the City Portion set out in Part B of EXHIBIT 2 (*Project Phases and Project Schedule*), as may be amended by a notice from LACMTA to the City or otherwise by an amendment to this Agreement.

"Project Site" means, collectively, the Project Right-of-Way and each temporary construction easement for the NoHo to Pasadena Project, as identified in Part A of EXHIBIT 3 (*Project Site*).

"Public Rights-of-Way" means the public streets, highways, bridges, parks and other public rights-of-way within the City.

"**Punch List**" means, with respect to a Rearrangement (or the applicable part of a Rearrangement), the list of work items which remain to be completed after Substantial Completion as agreed by the Parties and listed in the applicable Statement of Substantial Completion, which shall be limited to minor incidental items of work necessary to correct imperfections which would not prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement) in accordance with the requirements under this Agreement.

"Rearrangement" means the work of:

(a) removal, replacement, restoration, alteration, reconstruction, support, or relocation of all or a portion of a Conflicting Facility, whether permanent or temporary, which LACMTA determines in its sole discretion is necessary in order for the NoHo to Pasadena Project to comply with Applicable Law or otherwise which LACMTA and the City mutually agree is necessary in order to construct, operate or maintain the NoHo to Pasadena Project; or

(b) the installation of new and required City Facilities which LACMTA determines in its sole discretion is necessary in order for the NoHo to Pasadena Project to comply with Applicable Law or otherwise which LACMTA and the City mutually agree is necessary as a result of the impact of the construction of the NoHo to Pasadena Project.

"Replacement Facility" means a facility, which may be constructed or provided under this Agreement as a consequence of the Rearrangement of a Conflicting Facility or a part of it.

"Statement of Final Acceptance" has the meaning given in EXHIBIT 9 (*Inspection and Acceptance Procedure*).

"Statement of Substantial Completion" has the meaning given in EXHIBIT 9 (*Inspection and Acceptance Procedure*).

"Substantial Completion" has the meaning given in EXHIBIT 9 (*Inspection and Acceptance Procedure*).

"Substantial Completion Correction List" has the meaning given in EXHIBIT 9 (*Inspection and Acceptance Procedure*).

"Temporary Facilities" means a facility constructed for the purpose of ensuring continued service while a City Facility is taken out of full or partial service for permanent Rearrangement and/or any work on a City Facility, which will be removed or restored to its original condition after such Construction activities are completed.

"Term" is defined in Section 1.2 (*Duration of Agreement*).

"Traffic Control and Lighting Work" has the meaning given in EXHIBIT 6 (*Design Requirements*).

"Traffic Management Plan" means a plan that addresses traffic control requirements in construction areas through a worksite traffic control plan and along detour routes through a traffic circulation plan.

"Utility" means a privately, publicly, or cooperatively owned line, facility, or system (including municipal or government lines, facilities, and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar item, including any fire or police signal system as well as streetlights associated with any publicly-owned roadways.

"**Utility Adjustment"** means a relocation (temporary or permanent), abandonment, protection-in-place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, rearrangements, or modification of existing Utilities necessary to affect a condition equal to the existing Utility facilities and excluding any Betterments.

"**Utility Conflict**" means an existing Utility, which LACMTA determines requires a Utility Adjustment in order to construct, operate or maintain the NoHo to Pasadena Project in compliance with the FEIR and subject to Section 2.5(a) (*Permits*), Applicable Law.

"Work Order" means a work request submitted by LACMTA to the City authorizing the performance of any work associated with the NoHo to Pasadena Project and the associated purchase of required materials.

11.2 **Interpretation**

(a) In this Agreement unless otherwise expressly stated:

(i) headings are for convenience only and do not affect interpretation;

(ii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;

(iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);

(iv) subject to Section 11.2(a)(v) (*Interpretation*), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;

(v) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);

(vi) a reference to a person includes such person's permitted successors and assigns;

(vii) a reference to a singular word includes the plural and vice versa (as the context may require);

(viii) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively and the word "or" is not exclusive;

(ix) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay and "shall" when stated is to be considered mandatory; and

(x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

APPROVED AS TO FORM

DAWYN R HARRISON,
County Counsel

By:_____
Teddy Low
Senior Deputy County Counsel

"**LACMTA**"

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the Authority of §§ 130050.2 *et seq*. of the California Public Utilities Code

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM

_____,
City Attorney

By:_____
Name: _____
City Attorney

ATTEST
By:_____
Name: _____
City Clerk

"**CITY**"

CITY OF BURBANK,
a California municipal corporation

By: _____
Name: _____
Its: City Manager (or designee)

EXHIBIT 1 – PROJECT DESCRIPTION

The NoHo to Pasadena Project is a new bus rapid transit (BRT) system that will provide a BRT service connecting several cities and communities between the San Fernando and San Gabriel Valleys. From west to east, the route traverses the communities of North Hollywood (in the City of Los Angeles), Burbank, Glendale, Eagle Rock (in the City of Los Angeles) and Pasadena. The NoHo to Pasadena Project will operate along a combination of local roadways and freeway sections with various configurations of mixed-flow and dedicated bus lanes depending on location.

The 19-mile BRT corridor serves as a key regional connection between the San Fernando and San Gabriel Valleys. Each community has dense residential populations and many cultural, entertainment, shopping, and employment areas throughout, including the NoHo Arts District, Burbank Media District, Glendale Galleria, Americana at Brand, Eagle Rock Plaza, and Old Pasadena to be served by 22 stations included in the Project. The Project will offer a premium transit service connecting to these destinations with an estimated end-to-end travel time of approximately 70 minutes. This compares with an existing travel time of approximately 2 hours using a combination of existing bus lines such as 180, 92, 155, and 224. Additionally, the Project will greatly enhance service reliability by separating buses from the fluctuating traffic congestion, resulting in more consistent run times. The Project will also maintain its faster travel times and reliability even as traffic congestion continues to worsen over time. Further, the BRT will also include additional features that will enhance the customer experience. The NoHo to Pasadena Project will provide improved and reliable transit service to meet the mobility needs of residents, employees, and visitors who travel within the corridor. As a result, the Project is anticipated to attract approximately 30,000 daily riders when it opens.

In addition, to advancing the goals of LACMTA's Vision 2028 Strategic Plan, objectives of the NoHo to Pasadena Project include:

1. Advance a premium transit service that is more competitive with auto travel.

2. Improve accessibility for disadvantaged communities.

3. Improve transit access to major activity and employment centers.

4. Enhance connectivity to LACMTA and other regional transit services.

5. Provide improved passenger comfort and convenience.

6. Support community plans and transit-oriented community goal.

EXHIBIT 2 – PROJECT PHASES AND PROJECT SCHEDULE

Part A: Phases

As at the date of this Agreement, the phasing and time periods for the NoHo to Pasadena Project is anticipated to be as set out in this Part A. The phases described in this Part A may overlap and the time periods are subject to change.

PHASE	KEY ACTIVITIES
Planning & Advanced Conceptual Engineering Phase To Q3 2023	Key activities include: • Preparation of the draft environmental impact report and the FEIR (complete). • Certification of the FEIR (achieved on April 28, 2022). • Preparation of Advanced Conceptual Engineering.
Design Phase Q2 2023 to Q1 2025	Key activities include: • Agreement by the Parties of any Design work and/or Construction work to be performed by the City (including any City-Performed Project Work) in accordance with Sections 3.1(b) (*Design Responsibilities*) and 4.1(b) (*Construction Responsibilities*) of this Agreement. • Procurement of the LACMTA Contractor to perform the Design work. • Engineering and Design Development by LACMTA and the applicable LACMTA Contractor through to Final Design. • Design review and support services provided by the City in accordance with this Agreement. • Procurement of the LACMTA Contractor to perform Design review, preconstruction services, and the Construction work.
Construction Phase Q4 2024/ Q1 2025 to Q1 2027	Key activities include: • Construction of the NoHo to Pasadena Project (including any Rearrangements). • Inspection, Substantial Completion, and Final Acceptance.
Operation and Maintenance Phase From Q1 2027	Key activities include: • Operation of passenger service. • Maintenance of the NoHo to Pasadena Project.

Part B: Project Schedule

As at the date of this Agreement, the schedule for the NoHo to Pasadena Project is anticipated to be as set out in this Part B. However, this schedule is subject to change, with any changes as notified by LACMTA to the City or otherwise incorporated in an amendment of this Agreement.

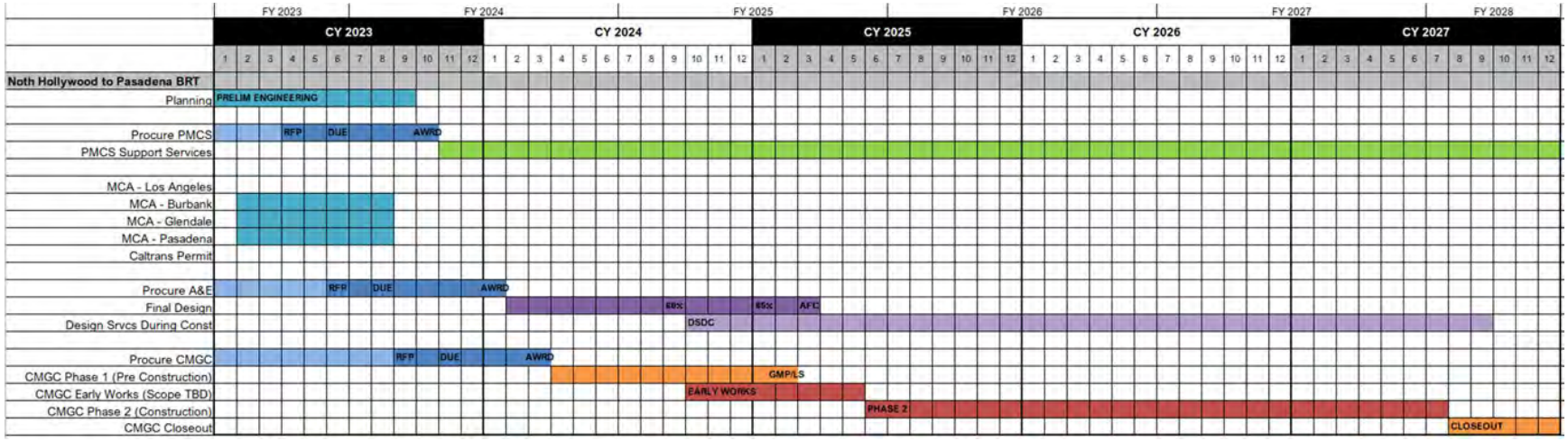


EXHIBIT 3– PROJECT SITE

Part A: NoHo to Pasadena Project Site



Part B: City Portion

The drawing depicting the City Portion will be as notified by LACMTA to the City or otherwise incorporated in an amendment of this Agreement.

Part C: Physical Limits of the Project Work

Prior to the establishment of the Basis of Design, LACMTA and the City will meet in good faith to define and agree the physical limits of the structures and elements of the NoHo to Pasadena Project Work (including with respect to bus charger masts and bus stops and canopies/shelters) that LACMTA owns and maintains, or will own or maintain.

In agreeing to such physical limits, LACMTA and the City will take into consideration the intended operation and maintenance roles and responsibilities, as described under EXHIBIT 10 (*Operation and Maintenance Principles*).

EXHIBIT 4 – ROLES AND RESPONSIBILITIES

Part A: LACMTA Representative and City Representative

The initial designations of the LACMTA Representative and City Representative are as follows:

LACMTA Representative	LACMTA Program Management or such other person, or the holder of a specified office or position, specified, from time to time, by LACMTA's Chief Executive Officer, or his/her designee
City Representative	City Manager or his/her designee

Part B: Summary of Key Roles and Responsibilities

Phase	LACMTA / LACMTA Contractors	City
General	Performing all of LACMTA's obligations under this Agreement and ensuring that the LACMTA Contractors comply with the provisions of this Agreement.	Performing all of City's obligations under this Agreement and ensuring that the City Contractors comply with the provisions of this Agreement.
Planning and Advanced Conceptual Engineering Phase	Managing the planning process and preparing all environmental documents including the FEIR. Preparing Advanced Conceptual Engineering for the NoHo to Pasadena Project.	Providing support and assistance to LACMTA in obtaining Governmental Approvals and in dealing with other third parties with respect to the City Portion.
Design Phase	Discussing and identifying any Design work and/or Construction work to be performed by the City (including any City-Performed Project Work) in accordance with Sections 3.1(b) (*Design Responsibilities*) and 4.1(b) (*Construction Responsibilities*) of this Agreement. Preparing the procurement documents and managing the procurement of the LACMTA Contractors for the Design work and the Construction work. In the case of the LACMTA Contractor responsible for the Design work: • defining its design management plan; and • preparing and submitting the Design for the NoHo to Pasadena Project to the City to the extent required by this Agreement, up to and including Final Design stage.	Discussing and identifying any Design work and/or Construction work to be performed by the City (including any City-Performed Project Work) in accordance with Sections 3.1(b) (*Design Responsibilities*) and 4.1(b) (*Construction Responsibilities*) of this Agreement. Continuing to provide support and assistance to LACMTA in obtaining Governmental Approvals and in dealing with other third parties with respect to the City Portion. Reviewing and approving Designs submitted to it in accordance with agreed procedures. Performing any other Design-related obligations under any Work Orders. Providing assistance to LACMTA in procuring any right-of-way necessary for the City Portion to the extent set out in this Agreement.

Phase	LACMTA / LACMTA Contractors	City
	Monitoring the performance of the LACMTA Contractors.	
Construction Phase	In the case of the LACMTA Contractor responsible for the Construction work, performing the Construction work in accordance with the Final Designs, the provisions of its LACMTA Contract and the provisions of this Agreement. Monitoring the performance of the LACMTA Contractors.	Performing its Construction-related obligations under any Work Orders. Coordinating Adjacent Work, City Construction Work and City Maintenance Work.
Operation and Maintenance Phase	Operating and maintaining the NoHo to Pasadena Project, including performing any operation and maintenance work allocated to LACMTA under the provisions of this Agreement (including any amendment or supplement or new agreement entered into under Article 6 (*Operation and Maintenance*)).	Performing any operation and maintenance work allocated to the City under the provisions of this Agreement (including any amendment or supplement or new agreement entered into under Article 6 (*Operation and Maintenance*)) and coordinating maintenance work and Adjacent Work with LACMTA and any LACMTA Contractor(s).

Part C: Issue Resolution and Decision-Making

The following City staff or its designees shall be responsible for coordinating among the applicable City departments and divisions as necessary to make the designated decision or approval.

City Team	Partial List of Key Functions for Decision or Approval	LACMTA Team
City Manager, Director of Public Works, Director of Community Development	Spearhead council approvals. **Level 2** decision makers for the purposes of the issue resolution ladder described below.	LACMTA Deputy Chief Program Management.
Director of Public Works, City Engineer, Director of Community Development, Assistant CD Director, Transportation	Approve all final Construction plans and related documents as required by this Agreement. Provide overall leadership in timely resolution of Design, Construction, plan review, and related administrative matters. CA Professional Engineer Registration **Level 1** decision makers for the purposes of the issue resolution ladder described below.	LACMTA Senior Executive Officer or designated LACMTA Project Manager.
City Engineer or City designated Project Manager or equivalent designated representative(s)	Provide Construction support as specified in this Agreement. Manage assigned resources and coordinate interactions between the City and LACMTA and the LACMTA Contractors as it relates to Construction support. Provide independent quality assurance (IQA) functions.	LACMTA designated Project Manager (Executive Officer or Deputy Executive Officer) or designated Construction Manager (Deputy Executive

City Team	Partial List of Key Functions for Decision or Approval	LACMTA Team
		Officer or Senior Director).
City Public Works Permit Division Head or equivalent designated representative(s)	Oversee and coordinate all plan reviews as specified in this Agreement. Manage and coordinate interaction of the City with LACMTA and the LACMTA Contractors as it relates to Design review and comment resolution. Provide the necessary coordination in planning, engineering, technical, analytical and administrative support services with respect to design approval including fire/life safety, police/public security, access, transportation engineering, civil and structural engineering, street lighting engineering, drainage, sanitation, landscaping, and related maintenance requirements. Skilled in change management and expedited approvals.	LACMTA Designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant construction manager, and LACMTA Third Party Admin Dept Project Lead (Civil).
City Traffic Engineer or equivalent designated representative(s)	Approve all worksite traffic control plans and any final design documents pertaining to both permanent and temporary traffic controls (signals, striping, WATCH lane closures, MUTCD restrictions, etc.).	LACMTA designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant construction manager, LACMTA Third Party Admin Dept Project Lead (Civil) and traffic engineering consultants.

Issues between the Parties that arise with respect to the NoHo to Pasadena Project under this Agreement that cannot be resolved at the working level will be escalated by the Parties for resolution as follows:

1. If the issue is unresolved at the working level for 20 days (or such other period as is expressly set out in this Agreement with respect to the relevant issue) commencing on the date when LACMTA or the City first identifies the issue to the other in a meeting (as documented in meeting minutes) or in an email notification to the other marked "Issue for Resolution" and describing the issue or difference and the background to it (together with any supporting information), then on the 21st day (or the first day after the applicable period as is expressly set out in this Agreement with respect to the relevant issue):

    a. the applicable LACMTA team member described in the table above will escalate the issue to the LACMTA level 1 decision maker identified in the table above; and

    b. the applicable City team member described in the table above will escalate the issue to the City level 1 decision maker identified in the table above,

    in each case describing the issue and the background to the issue in a position paper (together with any supporting materials). The level 1 decision maker from LACMTA and the City will then meet within ten days of being notified of the issue to attempt in good faith to resolve the issue.

2. If the level 1 decision makers are unable to resolve the issue within ten days of being notified of the issue:

    a. the LACMTA level 1 decision maker will escalate the issue to LACMTA's level 2 decision maker identified in the table above; and

b. the City level 1 decision maker will escalate the issue to the City's level 2 decision maker identified in the table above,

in each case describing the issue and the background to the issue in a position paper (together with any supporting materials). The level 2 decision makers from LACMTA and the City will then meet within ten days of being notified of the issue to attempt in good faith to resolve the issue.

3. If the level 2 decision makers are unable to resolve the issue within 20 days of being notified of the issue, then either Party may refer the issue to the dispute resolution procedures under Article 9 (*Resolution of Disputes*).

Any meetings of the level 1 or level 2 decision makers may be held in person or via videoconference or teleconference. Any resolution of an issue agreed by the Parties will be documented by the Parties in writing and any amendments to this Agreement agreed by the Parties as part of the resolution will be documented in accordance with Section 10.7 (*Amendments*) of this Agreement. To the extent that the LACMTA Representative or City Representative is not also a level 1 or level 2 decision maker, each Party is responsible for ensuring that its representative is notified of any issue escalation and of any resolution reached.

EXHIBIT 5 – UTILITY ADJUSTMENT PROCEDURES

LACMTA and the City will perform the following actions and activities with Utilities that conflict with the City Portion:

1. **Identification of Utility Conflicts**

1.1 The City will coordinate and cooperate with LACMTA in providing any locational data or other information already in its possession regarding the location of Utilities within the City Portion.

1.2 LACMTA will identify Utility Conflicts within the City Portion and deliver a list of the identified Utility Conflicts to the City, including:

(a) City-owned Utilities; and

(b) private Utilities.

The list of identified Utility Conflicts will include the anticipated Utility Adjustment to address each Utility Conflict and a schedule defining when such Utility Adjustments should be completed. The City acknowledges and agrees that identification of Utility Conflicts within the City Portion will be an iterative process and that LACMTA may deliver more than one list of identified Utility Conflicts for each Project and may update the list of identified Utility Conflicts, during all phases of the NoHo to Pasadena Project.

2. **Interface with City-owned Utility Owner**

2.1 The Parties agree to cooperate and coordinate on the Rearrangement of City-owned Utilities within the Public Rights-of-Way. Except to the extent of any Utility Design or Construction work requested to be performed by LACMTA, the City-owned power Utility shall be responsible for the Design and Construction of power Utility Adjustments for City-owned Utilities.

2.2 Unless otherwise agreed, LACMTA will be responsible for the Design and Construction of water Utility Adjustments for the City-owned water Utility.

2.3 Within 20 days of delivery of a Utility Conflict identification list under Section 1.2(a) (*Identification of Utility Conflicts*) of this EXHIBIT 5 (or such longer time period as may be agreed to by the Parties), the Parties will meet to:

(a) verify that all City-owned Utility conflicts have been identified;

(b) discuss any additional locational data and other information required regarding the Utility;

(c) identify the LACMTA and City points-of-contact for each conflicting Utility;

(d) agree on timing for the Utility Adjustments, the applicable City Standards and coordination of the schedule for Construction with LACMTA's Project Schedule; and

(e) discuss the Design Documentation that the City-owned Utility shall prepare for the 65%, 85% and 100% Designs (including horizontal design, profiles, shoring, and worksite traffic control plans) for the Utility Adjustments to ensure the Design for the Utility Adjustment does not interfere with, disrupt or delay the Design, Construction, operation or maintenance of the NoHo to Pasadena Project.

2.4 LACMTA shall reimburse the City-owned Utility for agreed upon Costs to perform any Utility Adjustments, Design, Design support, other Design-related activities and/or Construction work in accordance with the terms of this Agreement. A Form 60 submitted by the City-owned Utility for the Utility Adjustments or any work related to the Utility Adjustments shall estimate the total effort required for the City-owned Utility to perform the Design, Design support, other Design-related activities and/or Construction work and shall attach the schedule prepared in accordance with this Agreement and agreed by the Parties for the performance of the

Design, Design support, other Design-related activities and/or Construction work under a Work Order in accordance with the terms of that Work Order and this Agreement.

3. **Interface with Private Utility Owner**

3.1 Promptly following delivery of a Utility Conflict identification list under Section 1.2 (*Identification of Utility Conflicts*) of this EXHIBIT 5 (and in the case of Section 3.2(a) below, within 10 days of delivery of a Utility Conflict identification list under Section 1.2 (*Identification of Utility Conflicts*) of this EXHIBIT 5 (or such longer time period as may be agreed by the Parties)), for each Utility Conflict that has been identified, the City will:

(a) review any applicable franchise agreement and identify in a Notice to LACMTA (attaching any applicable franchise agreements and any other supporting documentation) the following terms under any applicable franchise agreement:

(i) the process to have the Utility owner perform the required Utility Adjustment (including any notices to be delivered);

(ii) procedures to obtain further locational data or other information regarding the Utilities;

(iii) responsibility for costs for the required Utility Adjustment;

(iv) timeframes for the required Utility Adjustment; and

(v) constraints or limitations on the City's ability to exercise its franchise rights for the purposes of Utility Adjustments to address a Utility Conflict within the City Portion; and

(b) exercise any rights under any applicable franchise agreement or Applicable Law to obtain locational data and other information regarding the Utilities within the City Portion and shall provide any and all such information received from the Utility owner to LACMTA.

3.2 Within 20 days of delivery of a Utility Conflict identification list under Section 1.2 (*Identification of Utility Conflicts*) of this EXHIBIT 5 (or such longer time period as may be agreed to by the Parties), LACMTA and the City will meet to:

(a) review the information provided by the City under Section 3.1 (*Interface with Private Utility Owner*) of this EXHIBIT 5 and any comments or questions from LACMTA regarding the terms of each applicable franchise agreement;

(b) consider any real property rights held by LACMTA in the City Portion to be raised and addressed with the Utility owner;

(c) identify the LACMTA and City points-of-contact for each other and the applicable Utility owners with conflicting Utilities; and

(d) where a Utility Conflict has been identified, discuss and agree timing and approach and roles and responsibilities under this Exhibit including identifying:

(i) whether the City will be requested to exercise franchise rights; and

(ii) if the City will not be requested to exercise its franchise rights, any other cooperation and coordination activities to be performed by the City in accordance with this Agreement.

3.3 Following each such meeting, LACMTA and the City will document the agreed timing, approach and roles and responsibilities to be taken in accordance with this EXHIBIT 5 in minutes signed by each Party. Following identification of Utility Conflicts within the City Portion under Section 1 (*Identification of Utility Conflicts*) of this EXHIBIT 5 and agreement of the activities, roles and responsibilities under Section 3.2 (*Interface with Private Utility Owner*) of this EXHIBIT 5:

(a) for any Utility Conflicts where the Parties have agreed that the City will exercise its rights under the applicable franchise agreement:

(i) within 10 days of receipt of a written request from LACMTA (or such longer time period as may be agreed to by the Parties) the City will exercise its franchise rights under the franchise agreement with the applicable Utility owner by sending written notice to the applicable Utility owner instructing it to relocate or remove the conflicting Utility or perform any other Utility Adjustment at that Utility owner's expense;

(ii) LACMTA with the support of the City as necessary, will request a meeting with each applicable Utility owner, to be attended by LACMTA and the City and at each such meeting with an applicable Utility owner, the City point-of-contact will lead the Utility Conflict and Utility Adjustment discussions (including schedule expectations in accordance with the Project Schedule for the City Portion and cost reimbursement expectations), with the assistance of LACMTA;

(iii) within the time periods required under the applicable franchise agreement or Applicable Law, the City will coordinate with LACMTA to send any other written notices to the applicable Utility owner, as required under the applicable franchise agreement or Applicable Law in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict(s) and required Utility Adjustment(s);

(iv) within the time periods required under the applicable local, state and/or federal government codes, the City will send all such notices as are required to be submitted for each of the processing steps required by local, state, and federal government codes in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict(s) and required Utility Adjustment(s) (including any utility claim letters, record of investigations, draft utility agreements and/or utility certifications);

(v) LACMTA, with the support of the City as necessary, will submit any required project plans, Designs, and other relevant documents for the City Portion prepared by LACMTA to each applicable Utility owner, for that Utility owner's review;

(vi) all responses to reviews, comments and other correspondence relating to a Utility Conflict or the exercise of franchise or other City rights in accordance with this Exhibit from Utility owners shall be delivered to the City in accordance with the time periods required under the applicable franchise agreement or under Applicable Law or any more stringent schedule agreed with the Utility owner for the NoHo to Pasadena Project, with a copy to LACMTA. If a Utility owner fails to provide a copy to LACMTA, the City agrees to forward a copy of such responses, comments or other correspondence to LACMTA promptly (and in any case within 5 days of receipt);

(vii) LACMTA will address any comments received from Utility owners and will submit responses to the Utility owner, with a copy to the City. If LACMTA is not permitted to submit responses directly to the Utility owner under the terms of the franchise agreement or otherwise under Applicable Law, the City agrees to transmit LACMTA's response to the Utility owner;

(viii) LACMTA with the support of the City as necessary, shall request that each applicable Utility owner prepare 65%, 85% and 100% Designs (including horizontal design, profiles, shoring, and worksite traffic control plans) for the Utility Adjustments to be performed by that Utility owner;

(ix) the City shall exercise its rights under the terms of the franchise agreement or otherwise under Applicable Law to coordinate the Design of the Utility Adjustment with the Design for the City Portion and ensure that the Design for the Utility Adjustment does not interfere with, disrupt or delay the Design, Construction, operation or maintenance of the City Portion, including ensuring that the Utility owner delivers or the City shall otherwise deliver promptly

upon receipt from the Utility owner, copies of all Designs and plans for the Utility Adjustment work to LACMTA and shall give LACMTA the right to review and comment on the Designs (including the final Designs) and plans for the Utility Adjustment work. Any LACMTA comments to or acceptance or approval of a Utility owner's Design under this EXHIBIT 5 will not relieve the relevant Utility owner or its contractors from professional liability (errors and omissions) as the Design Engineer of Record for any Utility Adjustment performed by the Utility owner or its contractors and

(x) with respect to Design and Construction work for Utility Adjustments that are to be performed by a Utility owner, LACMTA with the support of the City as necessary (including exercising its rights under the terms of the franchise agreement or otherwise under Applicable Law shall) shall:

(A) enforce the Utility owner's schedule for Design and Construction in accordance with any timelines set out under the terms of the City franchise agreement, Applicable Law or any more stringent schedule agreed with the Utility owner for the NoHo to Pasadena Project;

(B) assist in coordinating the Utility owner's schedule for Construction with LACMTA's Project Schedule and shall otherwise require that the Utility owner comply with Section 2.6 (*Coordination of Work*) of this Agreement with respect to the coordination of the Utility Adjustment work;

(C) ensure all costs for that Design and Construction work are incurred solely in conformance with the terms of any applicable franchise agreement or Applicable Law;

(D) undertake inspections (including surveys) to ensure that all such Utility Adjustments are constructed in accordance with the approved Designs;

(E) invite LACMTA to inspect all such Utility Adjustments together with the City; and

(F) if requested by LACMTA, the City will undertake subsequent enforcement actions to enforce its franchise rights with respect to a required Utility Adjustment in the event no action is taken by the applicable Utility owner in response to a notice issued by the City under this EXHIBIT 5 provided that Section 2.7 (*Utility Adjustments*) of this Agreement will apply with respect to the City's Costs incurred in taking such enforcement actions; and further provided that to the extent that the applicable Utility owner disputes the City's right to exercise its franchise rights or other rights under Applicable Law with respect to a Utility Adjustment for the City Portion and/or commences any actions or legal proceedings with regard to the same, LACMTA's indemnity in favor of the City under Section 8.1 (*Indemnity*) of this Agreement will apply. If requested by LACMTA, the City will suspend or withdraw any enforcement or defense of its franchise rights or rights under Applicable Law to require a Utility Adjustment in the City Portion; or

(b) for any other Utility Conflict, the City will cooperate with and assist LACMTA in performing the necessary steps to ensure that applicable Utility owners implement the Utility Adjustments necessary to address conflicting Utilities that will impact the City Portion in a timely manner including:

(i) If requested by LACMTA, attending meetings with the Utility owners;

(ii) notifying LACMTA of any other Utility works requested by the City for City projects unrelated to the City Portion and coordinating any such other Utility adjustments with LACMTA; and

(iii) providing LACMTA with all information available to the City regarding Utility Conflicts or potential Utility Conflicts.

EXHIBIT 6– DESIGN REQUIREMENTS

1. GENERAL DESIGN CRITERIA

Any Design work for any Rearrangements shall be performed in accordance with:

(a) the Design requirements set out in this EXHIBIT 6 or otherwise under the provisions of this Agreement and the relevant Work Order (if applicable); and

(b) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (*City Standards*) of this Agreement, the City Standards.

2. CITY STANDARDS

The Parties agree that for the purposes of this Agreement, the **"City Standards"** will be those City design standards and ordinances, City-owned Utility rules and regulations, notified by the City to LACMTA, or otherwise incorporated in an amendment of this Agreement in accordance with Section 3.5 (*City Standards*) of this Agreement. The City Standards include, in each case subject to and in accordance with Section 3.5 (*City Standards*) of this Agreement:

(a) Complete Streets Objective Design Standards;

(b) Burbank Water and Power Rules and Regulations;

(c) City of Burbank Public Works Standard Plans;

(d) Objective standards codified in the City Municipal Code;

(e) Standard Specifications for Public Works Construction 2012 Edition (Greenbook), 2012 Edition (unless otherwise specified by the City) and related Standard Plans;

(f) California Manual on Uniform Traffic Control Devices – latest edition (unless otherwise specified by the City); and

(g) Caltrans Standard Plans and Specifications (for traffic signal design only) - latest edition (unless otherwise specified by the City).

3. SPECIFIC DESIGN REQUIREMENTS FOR REARRANGEMENTS

3.1 **Surface Openings**. To the extent operationally and fiscally practical, LACMTA shall locate surface openings, if any to mitigate: (a) the effect on existing features of landscape and improvements; and (b) public disruption; in each case after taking account of health and safety concerns. Placement of gratings in sidewalks will be avoided to the extent reasonably practicable; however, all other openings, such as mechanical access openings, shall be regularly permitted in sidewalks, provided such openings are enclosed.

3.2 **Landscaping**. Trees and landscaped areas under ownership or daily control of the City shall be preserved whenever practical. Trees in the Project Site, which are not being removed by LACMTA, shall be adequately protected. Trees that must be removed due to Rearrangements shall be replaced by LACMTA, if the City elects and right-of-way is available. All landscaping changes shall be coordinated with the City's Urban Forestry Section. Replacement work shall be in accordance with applicable City Standards and shall be coordinated with the City. Landscaped areas removed due to Rearrangements shall be restored to the original condition to the extent practical as agreed to by the City and LACMTA. LACMTA shall prepare the Landscape Replacement Study in accordance with the FEIR Mitigation Monitoring and Reporting Program. Recycled water shall be used for landscaping to the furthest extent reasonably practicable.

3.3 **Traffic Control Devices and Lighting Systems**. If a Rearrangement requires the removal and reinstallation, or modification of existing or installation of new traffic control devices or lighting systems (**"Traffic Control and Lighting Work"**), then LACMTA must obtain the City's approval of LACMTA's Design for the Traffic Control and Lighting Work (which consent may not be unreasonably delayed or withheld).

3.4 **Private Projections in Public Ways**. If LACMTA determines that a private projection in, over or under any City Facilities or the Public Rights-of-Way must be removed to accommodate the NoHo to Pasadena Project, LACMTA will issue a Work Order to the City and the City shall take all reasonable actions within its powers to require the elimination of such projections by the time specified in the Work Order. If the City is not empowered to affect the removal of such projections, or if LACMTA otherwise elects, LACMTA will make its own arrangements for removal of such projections. The City will cooperate with LACMTA to minimize the cost to eliminate, move, remove or otherwise terminate projections.

3.5 **City Communications Facilities**. The relocation of any conflicting underground City communications facilities shall be done by employing intercept-style manholes at both ends of every conflicting communications conduit segment in question, directly on the alignment of existing conduit segment(s), and beyond the area of the conflicting communications facilities.

4. **PREPARATION AND SUBMISSION OF DESIGN DOCUMENTATION**

For those Rearrangements where LACMTA is responsible for the Design work under the provisions of this Agreement, LACMTA will, and will ensure that the LACMTA Contractors will:

(a) prepare and submit all Design Documentation to the City:

(i) in Packages in accordance with the schedule under the applicable design management plan defined by LACMTA and/or the applicable LACMTA Contractor and notified to the City (as may be updated and notified to the City from time to time); and

(ii) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the City a reasonable opportunity to review the submitted Design Documentation;

(b) ensure that the Design Documentation submitted for the Final Design is of a level of detail which is sufficient to permit the City to determine whether the Design Documentation complies with this Agreement and the Construction work which will be performed in accordance with the Design Documentation will comply with this Agreement and highlights any material amendments made since any earlier submittal of that Design Documentation;

(c) invite the City to attend any pre-submittal workshops held where Design Documentation for a Rearrangement is to be presented; and

(d) if reasonably requested by the City, make available the appropriate design personnel to participate in design review meetings after submittal of any Design Documentation for a Rearrangement to explain the Design Documentation or a particular element of it and provide such information regarding the Design Documentation as the City may reasonably request.

EXHIBIT 7 – LACMTA SUBMITTAL REVIEW PROCEDURE

1. **GENERAL**

1.1 The Parties agree that individuals undertaking Design review on behalf of the City under this Agreement shall, where reasonably possible, be consistent throughout the Design Phase. The City will ensure that any individual undertaking Design review on behalf of the City under this agreement has the appropriate qualifications, capability and experience to perform the review.

1.2 The procedures set out in this EXHIBIT 7 will govern all LACMTA Submittals to the City pursuant to this Agreement.

2. **REVIEW PROCEDURE**

2.1 The City shall notify LACMTA and the relevant LACMTA Contractor (if applicable) within 10 days of receipt of a LACMTA Submittal from LACMTA or a LACMTA Contractor if it considers (acting reasonably based on the preliminary review) that the LACMTA Submittal submitted is incomplete or deficient for the City's review purposes and requires re-submission, together with a detailed description of the information that it deems to be missing or deficient. If no such Notice is delivered by the City within such ten-day period, the LACMTA Submittal shall be deemed complete and acceptable for review purposes.

2.2 The City shall (or must require that the relevant City Contractor) within the LACMTA Submittal Review Period:

(a) review the LACMTA Submittal; and

(b) notify LACMTA and the relevant LACMTA Contractor (if applicable) that it:

(i) approves the LACMTA Submittal; or

(ii) rejects the LACMTA Submittal with detailed reasons including all Compliance Comments.

2.3 All Compliance Comments shall be transmitted in the form of a comment matrix, through the LACMTA 'Quality Management Oversight' database or through another equivalent format (in each case, as notified and provided by LACMTA) and shall be accompanied by an annotated LACMTA Submittal (if applicable). Where a database is used for transmission of comments, LACMTA will provide the City (and the relevant City Contractors) with user accounts and training for this purpose.

2.4 If no comments are received within the LACMTA Submittal Review Period (or such longer time period as may be agreed to by the Parties), the LACMTA Submittal shall be deemed complete and approved by the City.

2.5 The Parties acknowledge that the LACMTA Submittal review process set out in this EXHIBIT 7 is intended to facilitate the LACMTA Submittal review process and be consistent (with necessary changes) with the LACMTA Guidelines on Enhanced Partnered Coordination and shall supersede the submittal / shop drawing review schedules specified in any standards referenced in this Agreement.

3. **GROUNDS FOR OBJECTION OR COMMENT**

3.1 The City will only be entitled to reject a LACMTA Submittal under Article 2 (*Review Procedure*) of this EXHIBIT 7 if such LACMTA Submittal fails to comply with the requirements set out in this Agreement, as specified in the City's Compliance Comments.

3.2 If the City rejects a LACMTA Submittal in accordance with Article 2 (*Review Procedure*) of this EXHIBIT 7, LACMTA must (or must require that the relevant LACMTA Contractor):

(a) address the Compliance Comments and re-submit the LACMTA Submittal for review; or

(b) notify the City that it does not agree with the grounds for rejection. If LACMTA does not agree with the grounds for rejection on the basis that such grounds would constitute a Betterment, Article 5 (*Betterments*) of this Agreement shall apply.

3.3 The City agrees that during the Final Design stage, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by the City.

3.4 The City's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with the most recent earlier submittal for such Rearrangement, modified as appropriate to respond to the City's Compliance Comments on such earlier submittal (to the extent such comments were made in accordance with the provisions of this Agreement) and to reflect any subsequent changes agreed to by the City and LACMTA.

4. **NO COMMENCEMENT OF CONSTRUCTION WORK**

LACMTA and the City must not commence or permit the commencement of any Construction work that is the subject of, governed by or dependent upon a LACMTA Submittal until LACMTA (or a LACMTA Contractor) has submitted the relevant LACMTA Submittal to the City in accordance with this EXHIBIT 7 and:

(a) within ten days of receiving a Notice from LACMTA (or the relevant LACMTA Contractor (as applicable)) that the City failed to respond to a LACMTA Submittal within the relevant LACMTA Submittal Review Period (or any such longer time period agreed to by the Parties), the City fails to respond to such LACMTA Submittal; or

(b) the City has notified LACMTA (and the relevant LACMTA Contractor (as applicable)) that it approves such LACMTA Submittal.

EXHIBIT 8 – CONSTRUCTION REQUIREMENTS

1. **GENERAL REQUIREMENTS**

(a) Any Construction work for any Rearrangements or the City Portion to be performed within the Public Rights-of-Way shall be performed in accordance with:

(i) in the case of any Rearrangements, the approved Final Design (including any changes agreed under Section 3.6 (*Changes to Design*) of this Agreement);

(ii) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (*City Standards*) of this Agreement, the City Standards;

(iii) the schedule for such Construction work agreed under the relevant Work Order (if applicable) or otherwise under the Project Schedule; and

(iv) all other Construction requirements set out in this EXHIBIT 8 or otherwise under the provisions of this Agreement and any relevant Work Order (if applicable).

(b) In conjunction with its contractors, LACMTA will be responsible for conducting public outreach to provide proper notifications to the affected communities prior to and during Construction complying with the FEIR. LACMTA will coordinate its outreach with the City's Public Information Office, as needed.

(c) LACMTA is responsible for ensuring that any LACMTA Contractors performing Construction work for the Rearrangements, in the Public Rights-of-Way, or on City-owned property have obtained all performance and payment bonds required under Applicable Law.

2. **WORKING HOURS**

Construction hours shall comply with the City Municipal Code and the holiday moratorium shall be observed in accordance with the City Municipal Code. Notwithstanding, the Parties acknowledge that extended working hours may be necessary to facilitate Construction of the City Portion. If a change is required to the working hours, the Parties will discuss in good faith extended working hours following joint review of the schedule and activities to be carried out by LACMTA and the LACMTA Contractors and agree to such change as appropriate.

3. **HAUL ROUTES**

The Parties will agree haul routes reasonably necessary to facilitate Construction, operation and maintenance of the City Portion. If a change is required to an agreed haul route, the Parties will negotiate in good faith to agree such change. The City Permits issued to LACMTA or LACMTA Contractor will include provisions for maintenance and cleaning of the haul routes.

4. **INTERRUPTIONS**

(a) The Parties acknowledge that certain components of the work in the City Portion will require interruption of the City services. The Parties will agree a plan for any such interruptions and, subject to City approval of the plan, the City consents to scheduled interruption of services deemed necessary by LACMTA. LACMTA must provide the City prior Notice before the City services are interrupted.

(b) LACMTA will notify affected parties, including residents, businesses, Council office, and other elected officials in advance of scheduled interruptions and will cooperate with the City to minimize interruption of the City services and resulting disruptions, provided that notification may be delayed where LACMTA is required to interrupt services in the event of emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate this request.

5. CONSTRUCTION STAGING PLANS

5.1 General Requirements

(a) LACMTA or the LACMTA Contractors shall develop a construction staging plan (**"Construction Staging Plan"**) for any Construction work to be performed within the Public Rights-of-Way. The Staging Plan shall be reviewed and approved by the City.

(b) The City acknowledges that the Construction work to be performed by LACMTA or the LACMTA Contractors within the Public Rights-of-Way is intended to be performed progressively under multiple contractual packages and the Construction Staging Plans described in this EXHIBIT 8 may, therefore, be prepared for each contractual package or for a portion of such Construction work.

(c) A Construction Staging Plan shall provide, among other things, for:

(i) the handling of vehicular, bicycle, pedestrian and transit traffic on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (worksite traffic control plans);

(ii) actions to maintain access to businesses adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians, bicyclists and vehicular and transit traffic as described in the worksite traffic control plans; and

(iii) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions.

(d) The City understands that LACMTA requires flexibility in the execution of Construction phasing and traffic management planning during Construction, and agrees to impose only the minimum requirements for traffic management planning and Construction sequencing that are necessary in order to provide for public health and safety (including pedestrian, vehicular, transit, and bicycle safety), and functionality (including public and business access and circulation).

5.2 Specific Requirements – Street Lighting Systems

LACMTA or the LACMTA Contractors shall develop street lighting Construction Staging Plans, which shall provide, among other things, for:

(a) the safety and security at nighttime of vehicular, pedestrian, transit, and bicycle traffic on streets adjacent to Construction, with the street lighting Construction Staging Plans showing street closures, detours, lighting devices, circuit and power service connections, and other pertinent information; and

(b) lighting levels to maintain safe access to businesses adjacent to the Construction areas, and to ensure safe circulation for pedestrian and vehicular traffic.

5.3 Specific Requirements – Traffic Management Plan

(a) LACMTA and the City may agree that a street, highway, bridge or the other Public Rights-of-Way shall be temporarily closed for the necessity and convenience of the Construction of the NoHo to Pasadena Project. If agreed to, a Traffic Management Plan must be developed and submitted by LACMTA or the LACMTA Contractors, which shall provide, among other things, for worksite traffic control plans, traffic circulation plans, and temporary traffic signal plans.

(b) A traffic control plan developed using the California Manual on Uniform Traffic Control Devices shall be provided for all traffic control plans and submittal.

(c) The City's Publics Works Traffic Division staff involved in the review and approval process shall facilitate the City's internal approvals regarding peak hour exemptions, holiday moratoriums, changes to existing parking restrictions in the work zone, night work, and noise variances.

(d) Any Traffic Management Plan must include a requirement that LACMTA or LACMTA Contractor shall be responsible for notifying all transit providers of any street closure that affects transit routes or Construction that affects transit stops.

5.4 **Review and Implementation of Construction Staging Plans**

(a) LACMTA (or the relevant LACMTA Contractor (as applicable)) must submit each Construction Staging Plan to the City for review in accordance with EXHIBIT 7 (*LACMTA Submittal Review Procedure*).

(b) LACMTA (or the relevant LACMTA Contractor (as applicable)) may update a Construction Staging Plan after it has been approved by the City and must promptly submit each updated Construction Staging Plan to the City for review in accordance with EXHIBIT 7 (*LACMTA Submittal Review Procedure*).

(c) LACMTA must, and must ensure that the LACMTA Contractors, implement and comply with each Construction Staging Plan which has been submitted to the City and which has been either approved (or deemed approved) under EXHIBIT 7 (*LACMTA Submittal Review Procedure*).

6. **WORK IN STREETS**

6.1 **General Requirements**

(a) The Parties acknowledge that the City has the duties of supervising, maintaining and controlling streets, highways, and the other Public Rights-of-Way. Accordingly, LACMTA shall give the City 14 days' advance written Notice where Construction work is to be performed in the Public Rights-of-Way. All full or directional street closures shall require a minimum 14-day notification.

(b) LACMTA and the LACMTA Contractors shall take all appropriate actions to ensure safe performance of the Construction work within the Public Rights-of-Way. The City reserves the right to stop work if public health and safety is or will be comprised by such work.

(c) If LACMTA or a LACMTA Contractor fails to perform any Construction work within the Public Rights-of-Way in accordance with the Final Design and/or Construction Staging Plans approved (or deemed approved) by the City under this Agreement then upon written Notice of the non-compliance from the City, LACMTA must cure or must ensure that the LACMTA Contractor cures, the non-compliance.

6.2 **Traffic Control and Lighting**

LACMTA must provide the City prior Notice before conducting the Traffic Control and Lighting Work that will result in an interruption to service of traffic control devices or lighting systems and LACMTA shall cooperate with the City to minimize such interruption.

6.3 **City Communication Facilities**

Construction of replacement conduit segments, inner ducts, and manholes that bypass the conflicting conduit segments shall be done prior to relocation of the communications cables. In addition, relocation/installation work of communications cables that carry live production traffic shall be scheduled during a maintenance window, in order to minimize system downtime and minimize the City network traffic disruption.

7. TEMPORARY STREET CLOSURES

Upon notification of a proposed temporary street closure, the City, as requested by LACMTA, shall initiate the appropriate proceedings and shall establish the necessary conditions for the closures. LACMTA shall be responsible for any reasonable Costs associated with a requested street closure.

8. TEMPORARY FACILITIES

8.1 LACMTA Facilities

Temporary Facilities may be necessary to facilitate Construction of the NoHo to Pasadena Project (including Rearrangements). In accordance with Section4.3(c) (*Rights-of-Way*) of this Agreement, the City shall provide reasonable assistance as may be required for LACMTA to obtain rights-of-way necessary to construct the City Portion. This shall include considering reasonable requests by LACMTA for LACMTA or its designee to use lands owned or controlled by the City for, the erection and use of Temporary Facilities thereon; provided that, the City shall first approve in writing the availability, location and duration of the Temporary Facilities, with the City's approval not to be unreasonably withheld. Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless LACMTA and the City agree to some other arrangement.

8.2 City Facilities

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon; provided that, LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the Rearrangement in its permanent location, the City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the City and LACMTA agree to some other arrangement.

9. UNDERGROUND SERVICE ALERT

Prior to any commencement of underground work by either Party, an "Underground Service Alert" shall be notified in accordance with California law by such Party or its contractor.

10. ENVIRONMENTAL CONTROLS

All Construction work performed by the City or City Contractors pursuant to this Agreement shall comply with the environmental controls established by LACMTA in the LACMTA Contracts, including construction noise and vibration control, pollution controls, archaeological coordination and paleontological coordination and use of 'Best Management Practices'.

11. SALVAGED MATERIALS

The Parties may agree to salvage certain materials belonging to the City during the course of Rearrangement. If materials belonging to the City are to be reused, LACMTA's contractor shall exercise reasonable care in removal and storage of such materials. Materials shall be inspected and stored until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused in a Rearrangement, but which the City desires to reclaim, may be recovered by the City staff within an agreed time frame or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to the City. Subject to acceptance by LACMTA, if materials removed by LACMTA are not reused and are not desired by the City, such materials shall become the property of LACMTA.

12. AS-BUILT DRAWINGS

12.1 LACMTA and the City shall each maintain a set of "as-built" plans of Rearrangements performed by LACMTA and the City, respectively, during Construction. Red line mark-ups for temporary lighting systems, traffic signal systems, and other the City Facilities shall be submitted to the City and LACMTA within 15 days after completion of Construction. All Design changes shall be documented on RFI/RFC forms. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within 75 days after completion of such work for each set of plans.

12.2 LACMTA and the City agree to provide the other with electronic files and full-size paper hard copies of those final contract documents that they have prepared, or caused to be prepared, to govern the Construction of a given Rearrangement by their respective contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible.

EXHIBIT 9 – INSPECTION AND ACCEPTANCE PROCEDURE

1. **Substantial Completion**

1.1 The following requirements must be satisfied to achieve substantial completion of a Rearrangement (or a part of a Rearrangement that is capable of being accepted in advance of completion of the whole) ("**Substantial Completion**"):

(a) LACMTA (or the applicable LACMTA Contractor) has completed the work for the Rearrangement (or applicable part of the Rearrangement) except for Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance;

(b) all known defects or omissions in the work for the Rearrangement (or applicable part of the Rearrangement) have been remedied (other than Punch List items); and

(c) the Rearrangement (or applicable part of the Rearrangement) is ready for handover to the City in accordance with the requirements set out under this Agreement.

1.2 If LACMTA considers that the requirements for Substantial Completion of a Rearrangement (or the applicable part of the Rearrangement) have been satisfied in accordance with Section 1.1 (*Substantial Completion*) of this EXHIBIT 9, LACMTA shall submit a Notice to the City requesting a Statement of Substantial Completion in the form set out as Attachment 1 to this EXHIBIT 9. LACMTA may issue a Notice under this Section 1.2 notwithstanding that there are known Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance, provided that LACMTA's Notice shall include the list of proposed Punch List items.

1.3 Within ten days (or such longer time period as may be agreed to by the Parties) of delivery of a Notice by LACMTA requesting a Statement of Substantial Completion, the City's designated final inspector ("City Inspector") and LACMTA will together inspect the Rearrangement (or the applicable part of the Rearrangement) to determine its status of completion and to agree the list of Punch List items.

1.4 Within 2 days (or such longer time period as may be agreed to by the Parties) of completion of the inspection of the applicable part of the Rearrangement, the City will either:

(a) if the City accepts the Rearrangement (or applicable part of the Rearrangement) as Substantially Complete in accordance with the terms of this Agreement subject to any agreed Punch List items and the work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance, issue a Statement of Substantial Completion, together with the Punch List items agreed by LACMTA and the City following inspection of the Rearrangement (or applicable part of the Rearrangement); or

(b) if the City determines that the Rearrangement (or applicable part of the Rearrangement) has not yet achieved Substantial Completion in accordance with the terms of this Agreement, reject by Notice LACMTA's request, together with a list of the corrections required to complete the Rearrangement (or applicable part of the Rearrangement) in accordance with the terms of this Agreement ("**Substantial Completion Correction List**"). Punch List items or outstanding work that is otherwise only required to be performed under this agreement for the purposes of achieving Final Acceptance, will not be a sufficient basis for rejecting a request for a Statement of Substantial Completion. Any such rejection must be on the basis that the work that is outstanding is sufficiently material in nature to prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement).

1.5 If the City rejects a request for a Statement of Substantial Completion for a Rearrangement (or any part of a Rearrangement), LACMTA shall perform the corrections set out under the Substantial Completion Correction List, following which LACMTA will again deliver a Notice requesting a Statement of Substantial Completion.

1.6 Promptly after issuance of a Statement of Substantial Completion, LACMTA (or the LACMTA Contractors) will complete all work items on the Punch List attached to the Statement of Substantial Completion and satisfy all of its other obligations under this Agreement required to be completed before final acceptance for that Rearrangement, including submittal of applicable "as-built" drawings for that Rearrangement.

1.7 If LACMTA does not agree with the City Inspector's rejection of a request for a Statement of Substantial Completion or the corrections listed by the City Inspector under a Substantial Completion Correction List or if the Parties are unable to agree on the Punch List items, the matter will be referred to the issue resolution ladder under EXHIBIT 4 (*Roles and Responsibilities*) of this Agreement.

2. **Statement of Final Acceptance**

2.1 The following requirements must be satisfied to achieve Final Acceptance of a Rearrangement ("**Final Acceptance**"):

(a) the entire work for that Rearrangement is fully completed;

(b) all Punch List items for that Rearrangement (or for all parts of that Rearrangement where Substantial Completion of a part was permitted) are completed; and

(c) LACMTA (or the applicable LACMTA Contractor) has delivered all "as-built" drawings for the Rearrangement.

2.2 If LACMTA considers that the requirements for Final Acceptance of a Rearrangement have been satisfied in accordance with Section 2.1 of this EXHIBIT 9, LACMTA shall submit a Notice to the City requesting a Statement of Final Acceptance.

2.3 Within ten days (or such longer time period as may be agreed to by the Parties) of delivery of a Notice by LACMTA requesting a Statement of Final Acceptance, the City Inspector and LACMTA will together inspect the Rearrangement to determine its status of completion.

2.4 Within two days (or such longer time period as may be agreed to by the Parties) of completion of the inspection of the applicable part of the Rearrangement, the City will either:

(a) if the City accepts that the requirements for Final Acceptance of the Rearrangement have been achieved, issue a Statement of Final Acceptance; or

(b) if the City determines that the requirements for Final Acceptance of the Rearrangement have not been achieved, reject by Notice LACMTA's request, together with a list of the corrections required to satisfy the requirements for Final Acceptance of the Rearrangement in accordance with the terms of this Agreement ("**Final Acceptance Correction List**").

2.5 If the City rejects a request for a Statement of Final Acceptance for a Rearrangement, LACMTA shall perform the corrections set out under the Final Acceptance Correction List, following which LACMTA will again deliver a Notice requesting a Statement of Final Acceptance.

2.6 If LACMTA does not agree with the corrections listed by the City Inspector under a Final Acceptance Correction List, the matter will be referred to the issue resolution ladder set out in EXHIBIT 4 (*Roles and Responsibilities*) of this Agreement.

3. **Responsibility to Complete the Work**

3.1 Where a Statement of Substantial Completion is issued with respect to a part (and not the whole) of a Rearrangement, LACMTA shall retain full responsibility for completion of the whole of the Rearrangement.

3.2 The issuance of a Statement of Substantial Completion for a Rearrangement (or a part of a Rearrangement) shall not relieve LACMTA of its obligation to complete the work for the Punch List items and to promptly

remedy any omissions and latent or unnoticed defects in the Rearrangement covered by the Statement of Substantial Completion in accordance with the warranties under Section 8.2 (*Warranty*) of this Agreement.

3.3 Until a Statement of Substantial Completion is issued for a Rearrangement (or the applicable part of it), all responsibility for care and maintenance of the Rearrangement (or the applicable part of it) shall be borne by LACMTA. The City will be responsible for the maintenance, loss, or damage to a Rearrangement (or the applicable part of a Rearrangement) under a Statement of Substantial Completion upon issuance of that Statement of Substantial Completion except that:

(a) in accordance with Sections 3.1 and 3.2 above, it shall be LACMTA's continuing responsibility to complete and deliver every part, and the integrated whole, of the Rearrangement and to satisfy the conditions to Final Acceptance of that Rearrangement; and

(b) responsibility and liability will remain with LACMTA to the extent of the warranties under Section 8.2 (*Warranty*) of this Agreement.

3.4 To the extent that LACMTA (or a LACMTA Contractor) fails to leave the Public Rights-of-Way in a clean, neat, and orderly condition upon completion of the Rearrangements and with all Temporary Facilities removed and the area restored in accordance with Section 8 (*Temporary Facilities*) of EXHIBIT 8 (*Construction Requirements*), the City may by Notice to LACMTA suspend LACMTA's obligation to perform such clean-up and restoration activities and perform the clean-up and restoration activities utilizing City personnel or City Contractor. To the extent the City takes over such clean-up and restoration activities, LACMTA shall reimburse the City for Costs properly incurred in performing such clean-up activities pursuant to a Work Order agreed under Section 2.3 (*Work Orders*) of this Agreement or otherwise under Section 8.1 (*Indemnity*) of this Agreement.

EXHIBIT 10 - OPERATION AND MAINTENANCE PRINCIPLES

1. **PRIMARY RESPONSIBILITIES**

1.1 LACMTA (directly or through the LACMTA Contractors) will be responsible for the operation and maintenance of the NoHo to Pasadena Project.

1.2 The City (directly or through the City Contractors) will be responsible for:

(a) the maintenance of all City Facilities within the Public Rights-of-Way including trees, gutters, sidewalks, ramps, streets, roadways, utilities, vaults, pull boxes, lights, signals, City loops, striping, signage, irrigation, bio swales and landscape; and

(b) operation of the traffic signal system within the jurisdiction and control of the City.

1.3 As described in Article 6 (*Operation and Maintenance*) of the Agreement, the City and LACMTA will discuss in good faith and agree the detailed operation and maintenance responsibilities of each of the Parties, including with respect to the following:

(a) dedicated bus lane policy particulars and enforcement;

(b) bus positions and route info on stations shared with City local buses;

(c) TSP equipment maintenance and adjustments;

(d) pavement maintenance; and

(e) striping maintenance.

With respect to its responsibility for the operation of the traffic signal system within the jurisdiction and control of the City, the City shall work cooperatively with LACMTA to facilitate the safe and efficient operation of the City Portion. The City shall not modify the traffic signal model controller software on the City Portion without notification to and coordination with LACMTA.

2. **MAINTENANCE OF THE CITY PORTION**

LACMTA shall obtain appropriate permits from the City when performing maintenance work on or near the Public Rights-of-Way and conform to all of the City's permitting requirements for the submittal, review, and approval of temporary traffic control plans, use of Public Rights-of-Way, or any other activity requiring a permit or license in accordance with the City use of public property permit process and application and requirements for traffic control plans. All traffic control devices shall conform to accepted City practices and shall be installed and maintained in accordance with the California Manual on Uniform Traffic Control Devices. All City staff costs incurred for permitting such work shall be reimbursed by LACMTA through the Work Order process set forth in this Agreement.

3. **UTILITY CONTRACTS**

The City will provide electric and water service and service restoration in accordance with the City-owned Utility rules and regulations.

EXHIBIT 11–FORMS

Part A: Form 60

Name of Offeror/Contractor/Utility Company (Name of Preparer): Home office address			Scope of Work/Deliverable (provide expanded description on Form 60 page 2)		
Division(s) and Locations where Work is to be performed			LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):		
NOTE: For proper calculations of cost elements link additional sheets to this summary page.					
1.	**Direct Labor**	**Est. Hours**	**Rate Per Hour**	**Est. Cost**	**TOTAL**
2.		0.00	$0.00	$0.00	
3.		0.00	$0.00	$0.00	
4.		0.00	$0.00	$0.00	
5.	**TOTAL DIRECT LABOR HOURS**	**0.00**		**TOTAL DIRECT LABOR**	**$0.00**
6.	**Labor Overhead (O/H)**	**O/H Rate**	**x Base**	**Est. Cost**	
7.		0%		$0.00	
8.				**TOTAL LABOR OVERHEAD**	**$0.00**
9.	**Direct Material**			**Est. Cost**	
10.	**a. Purchase Parts**			$0.00	
11.	**b. Subcontracted items**			$0.00	
12.	**c. Other**			$0.00	
13.				**TOTAL DIRECT MATERIAL**	**$0.00**
14.	**Equipment**		**Unit Cost**	**Est. Cost**	
15.			$0.00	$0.00	
16.			$0.00	$0.00	
17.				**TOTAL EQUIPMENT**	**$0.00**
18.	**Subcontractors***			**Est. Cost**	
19.				$0.00	
20.				$0.00	
21.				$0.00	
22.				**TOTAL SUBCONTRACTORS**	**$0.00**
23.				**TOTAL BURDENED COST (add lines 5, 8, 13, 17 and 22)**	**$0.00**
24.	**Other Direct Costs**			**Est. Cost**	
25.				$0.00	
26.				$0.00	
27.				$0.00	
28.				**TOTAL OTHER DIRECT COSTS**	**$0.00**
29.	**Travel**			**Est. Cost**	
30.	**a. Transportation**			$0.00	
31.	**b. Per Diem or Subsistence**			$0.00	
32.				**TOTAL TRAVEL**	**$0.00**
33.	**General and Administrative Expense**	**Rate %**	**% x Line 23**		
34.		0%		$0.00	
35.				**TOTAL GENERAL AND ADMINISTRATIVE EXPENSE**	**$0.00**
36.				**TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)**	**$0.00**
37.	**Profit/Fee**	**Total Labor and Overhead (line 5 + line 8)**	**Rate %**	**% x Total Labor and Overhead**	
38.		`	0%	$0.00	
39.				**TOTAL FEE**	**$0.00**
40.				**TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)**	**$0.00**

41.	**Milestone /Task Number**	**Milestones/Tasks**	**Hours**	**Completion Date**	**Payment Amount**	
42.					$0.00	
43.					$0.00	
44.					$0.00	
45.		**TOTAL MILESTONES/TASKS (Must equal line 40)**				**$0.00**
	* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.					
46.	Fill in applicable sections only					

47. Has any Agency of the United States Government, State government, local public agency or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No.	
48.a. Agency Name/Address	48.b. Individual to contact/Telephone Number

49. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.

50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.

51. CERTIFICATE

The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has , has not , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has , has not , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.

52. CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____* are accurate, complete and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.

53. This proposal as submitted represents our best estimates and/or actual costs as of this date.

54. Type Name and Title of Authorized Representative	Signature	Date***

55.	* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Work Order No., Request for Proposal No., Change Order No., Modification No., etc.)
56.	** Insert the day, month and year when price negotiations were concluded and price agreement was reached.
57.	*** Insert the day, month and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price).

Form 60 Attachments (Applicable if Box is checked)	
	Scope of Work Expanded Description for which Cost Estimate is based on:
1	
2	
3	

4	
	Schedule in which Scope of Work is based on:
1	
2	
3	
4	
	The Non-Disclosure Agreement (NDA) provisions (as set out in the NDA between City and LACMTA) are applicable to the following Form 60-specific items:
1	
2	
3	
4	
	Track Allocation Request for Metro active bus rapid right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR approval:
1	
2	
3	
4	
FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:	
1 CITY AS-BUILT RESEARCH BY CITY FOR METRO PROJECTS IN THE PLANNING PHASE SHALL BE TREATED AS PART OF LABOR OVERHEAD PORTION OF COST	

Part B - City Betterment Request Form[1]

CITY BETTERMENT REQUEST

Date: _____

To: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

From: City of Burbank (City)

Subject Scope/ Scope Element: _____

Project: NoHo to Pasadena Project (Project)

Pursuant to the cooperative agreement (CA) between the City and LACMTA with respect to the Project, this shall serve as a formal Notice that the following design and/or construction scope is requested to be delivered as a Betterment as defined within the CA.

Scope of requested Betterment:

_____

_____

The determination of the Betterment is based on the CA and the following justification:

_____

_____

The City requests LACMTA's response to this City Betterment Request as set out below.

CITY OF BURBANK

By:_____

Name: _____

Title: _____

Date:_____

_____

LACMTA has reviewed the above City Betterment Request and:

1. rejects the requested Betterment in accordance with the CA on the basis that the Betterment is:

   - ❑ incompatible with the Project;
   - ❑ cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
   - ❑ requested after establishment of the Basis of Design for the Subject Transportation Project.

[1] Please refer to Article 6. This is the form that would be used for the City to identify/request the design and construction of Betterments at its cost. You will see that the form also incorporates responses from LACMTA, approving or rejecting the Betterment and providing an estimated cost. The reasons for rejecting a Betterment listed here are aligned with the provisions of Article 6.

2. approves the Betterment in accordance with the CA subject to the following changes or terms as negotiated with the City (if none, enter "none"): An estimated cost is listed below:

   Design Costs: $_____ Construction Costs: $_____

LACMTA requests that the City counter-sign below to confirm its agreement to any changes or additional terms described above and the estimated cost.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:_____

Name: _____

Title: _____

Date: _____

_____

The City accepts the amendments or additional terms agreed and listed above and the design and construction cost estimates for the Betterment. The City acknowledges and agrees that in accordance with the terms of the CA, the City shall be solely responsible for all costs related to the Betterment (whether or not such costs exceed the estimates for the Betterment provided by LACMTA).

CITY OF BURBANK

By:_____

Name: _____

Title: _____

Date: _____

Part C – LACMTA Notice of Potential Betterment[2]

Date: _____

To: City of Burbank (City)

From: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

Subject Scope/ Scope Element: _____

Project: NoHo to Pasadena Project (Project)

Pursuant to the cooperative agreement (CA) between the City and LACMTA, this shall serve as a formal Notice the following City comment or request with respect to the Design Documentation and/or Construction plans or work for the Project has been identified as a potential Betterment as defined within the CA.

Scope of City comment or request identified as a potential Betterment (including reference number or other identification of the relevant City comment or request):

_____

_____

The City comment or request has been identified as a potential Betterment based on the Agreement and the following justification:

- ❑ if implemented, the City comment or request would comprise an upgrade, change or addition to a City Facility (or a part of a City Facility) that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Project and none of the exclusions listed in the CA apply; or

- ❑ If implemented, the City comment or request would comprise a change in or supplement to, the City Standards applicable to that work after the establishment of the Basis of Design and none of the exclusions listed in the CA apply.

Details:_____

_____

LACMTA requests the City's response to this LACMTA Notice of Potential Betterment as set out below. In accordance with Article 5 (*Betterments*) of the CA, if the City fails to respond within 10 days of this LACMTA Notice of Potential Betterment, the relevant City comment or request will be deemed to be withdrawn provided that such deemed withdrawal shall be without prejudice to the City's right to submit the Betterment under a subsequent City Betterment Request under Article 5 (*Betterments*) of the CA.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:_____

Name: _____

Title: _____

Date: _____

---

[2] Please refer to Article 6. This is the form that would be used by LACMTA if it identifies a City request or comment as a potential Betterment. The reasons for identifying a City request or comment as a potential Betterment listed in the form are intended to align with the definition of Betterment. It also includes a response form from the City, withdrawing the comment or enclosing a City Betterment Request.

The City has reviewed the above LACMTA Notice of Potential Betterment and:

- ❑ withdraws the relevant City comment or request referenced in the above LACMTA Notice of Potential Betterment; or

- ❑ submits the City comment or request referenced in the above LACMTA Notice of Potential Betterment as a City request for a Betterment in accordance with Article 5 (*Betterments*) of the CA and for this purpose encloses a completed City Betterment Request.

CITY OF BURBANK

By:_____

Name: _____

Title: _____

Date: _____

EXHIBIT 12 – CITY-PERFORMED PROJECT WORK

1. **Request for the City to Perform Design and/or Construction work**

1.1 In accordance with Sections 3.1(b)(ii) (*Design Responsibilities*) and 4.1(b)(ii) (*Construction Responsibilities*) of this Agreement, LACMTA may request by Notice that the City prepare a cost estimate and proposal for the City to perform Design work and/or Construction work with respect to the City Portion of the NoHo to Pasadena (rather than a Rearrangement) ("**City-Performed Project Work**"). The request submitted by LACMTA shall set out:

(a) the proposed scope, criteria, specifications, and requirements for the proposed City-Performed Project Work including with respect to Utility Conflicts (taking account of the information identified and agreements reached under EXHIBIT 5 (*Utility Adjustment Procedures*));

(b) any prescribed governmental and lender requirements applicable to the proposed City-Performed Project Work under applicable grant, funding or financing agreements; and

(c) the then current Project Schedule and proposed schedule for the City-Performed Project Work, including the proposed dates for providing the City and the City Contractors with access to the Project Right-of-Way.

1.2 Promptly (and in any event within 15 days or any other time period agreed by the Parties) after submission of a Notice by LACMTA under Section 1.1 above, the Parties will meet to discuss the request and following such meeting the City will, within 15 days of that meeting, Notify LACMTA if it is not able to perform or procure the City-Performed Project Work or will otherwise, within 30 days of that meeting, provide LACMTA with:

(a) the City's estimate for the Cost of procuring and performing the City-Performed Project Work; and

(b) any City comments to the proposed scope, criteria, specifications, requirements, and schedule for the City-Performed Project Work.

1.3 The Parties will discuss in good faith the cost estimate and comments submitted by the City and mutually agree the scope, criteria, specifications, requirements, cost estimates, and schedule for the proposed City-Performed Project Work.

1.4 If the Parties agree that the City will proceed with a procurement for the City-Performed Project Work, the City will submit a Form 60 in accordance with Section 2.3 (*Work Orders*) of this Agreement, and following agreement of the Parties, LACMTA will issue a Work Order authorizing the procurement of the City-Performed Project Work.

2. **Schedule for the City-Performed Project Work**

2.1 The schedule agreed by the Parties for the procurement and performance of any City-Performed Project Work will be aligned with, and allow for, the timely delivery of the City Portion in accordance with the Project Schedule.

2.2 If at any time the City becomes aware of any delay to the procurement or performance of any City-Performed Project Work, the City shall promptly give Notice to LACMTA to that effect specifying the reason for the delay and the estimated impact to the agreed schedule.

3. **Constructability Reviews of Designs for the City-Performed Project Work**

Where the City-Performed Project Work for a Project includes only Construction work (and not the preparation of the Designs for that Construction work) then, if requested by LACMTA, agreed by the Parties and authorized under a Work Order, the City or a City Contractor (if included as part of a procurement under Article 4 (*Procurement of City-Performed Project Work*) of this EXHIBIT 12) will perform Design support services prior to commencing the City-Performed Project Work, including performing constructability reviews.

4. **Procurement of City-Performed Project Work**

4.1 Any procurement for City-Performed Project Work that will not be performed by City forces shall be performed:

(a) on the basis of full and open competition;

(b) utilizing the agreed scope, criteria, specifications, and requirements applicable to the scope of the City-Performed Project Work that is being procured;

(c) in accordance with the requirements set out in this EXHIBIT 12 or otherwise under the provisions of this Agreement;

(d) in accordance with the applicable Annual Work Plan and Work Order(s), including the agreed schedule set out under that Annual Work Plan and those Work Order(s); and

(e) in accordance with all Governmental Approvals, Applicable Law, and any additional prescribed governmental and lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 2.8 (*Governmental and Lender Requirements*) of this Agreement.

4.2 Prior to advertising a procurement for the performance (in whole or in part) of City-Performed Project Work, the City shall provide LACMTA with the draft procurement documents, including the draft contractual terms and conditions, intended to be issued by the City for that work. LACMTA will review the draft procurement documents and provide comments to the City. The Parties will discuss in good faith and resolve comments submitted by LACMTA and mutually agree the form of procurement documents to be issued by the City. If the Parties are unable to agree the form of procurement documents, LACMTA may withdraw the request for City-Performed Project Work in accordance with Section 4.4 below.

4.3 LACMTA shall have the right to require a minimum number of bids or proposals, to review the bids or proposals received, and to approve the recommendation for contract award prior to presentation to the City Council for award. The City agrees that it shall not present a contract for any part of City-Performed Project Work for to the City Council for award until the bidder or proposer proposed for award has been approved by LACMTA.

4.4 LACMTA reserves the right (in its sole discretion) to withdraw the request for City-Performed Project Work at any time during procurement and to require that the City cancel the procurement and reject all bids or proposals, if received at the time of withdrawal, provided that LACMTA shall be required to reimburse the City for the costs of services in coordinating and managing the procurement in accordance with the terms of the applicable Work Order.

5. **Performance of City-Performed Project Work**

5.1 After review and approval of any contract award under Article 4 (*Procurement of City-Performed Project Work*) of this EXHIBIT 12 and the City's submission of a Form 60 in accordance with Section 2.3 (*Work Orders*) of this Agreement, LACMTA will issue a Work Order authorizing the performance of the City-Performed Project Work (or a part of it, as applicable). The payment terms for the City-Performed Project Work will be mutually agreed by the Parties under that Work Order.

5.2 Any City-Performed Project Work shall be performed in accordance with:

(a) in the case of any Construction work, the Final Design for the City-Performed Project Work that is approved-for-construction;

(b) the requirements set out in this EXHIBIT 12 or otherwise under the provisions of this Agreement, and the agreed scope, criteria, specifications, requirements, and contractual terms and conditions;

(c) the environmental controls established in the LACMTA Contracts for the NoHo to Pasadena Project, including construction noise and vibration control, pollution controls, and archaeological and paleontological coordination;

(d) the applicable Annual Work Plan and Work Order(s), including the agreed schedule set out under that Annual Work Plan and those Work Order(s);

(e) Good Industry Practice;

(f) the Project Right-of-Way constraints and other physical limits affecting the City Portion; and

(g) the FEIR and all other applicable Governmental Approvals, Applicable Law, and any additional prescribed governmental and lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 2.8 (*Governmental and Lender Requirements*) of this Agreement.

5.3 In performing any City-Performed Project Work, the City and any City Contractors, must comply with all quality assurance, quality control, and quality management requirements set out in the agreed scope, criteria, specifications, and requirements, and in accordance with Applicable Law and Good Industry Practice.

5.4 In performing any City-Performed Project Work, the City and any City Contractors shall coordinate their work with the work of LACMTA and the LACMTA Contractors, including as defined under any interface requirements set out in the agreed scope, criteria, specifications, requirements, and contractual terms and conditions.

5.5 The City will obtain LACMTA's approval for any modifications to any City Contract for City-Performed Project Work and in any event shall inform LACMTA promptly when the City has reason to believe that the agreed Cost estimate for the City-Performed Project Work is likely to be exceeded, and shall obtain LACMTA authorization of such a Cost increase under Section 2.3 (*Work Orders*) of this Agreement.

6. **Inspection**

All City-Performed Project Work will be subject to inspection in accordance with the agreed scope, criteria, specifications, requirements, and contractual terms and conditions.

7. **Debarred Contractors**

In accordance with California Public Contract Code Section 6109(a), the City shall not perform City-Performed Project Work with any contractor who is ineligible to perform work on a public works project pursuant to California Labor Code Section 1777.1 or Section 1777.7. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between the City and a debarred contractor is void as a matter of law. A debarred contractor may not receive any public money for performing work as a contractor on a public works contract, and any public money that may have been paid to a debarred contractor by the City for City-Performed Project Work shall be returned to LACMTA. The City shall be responsible for the payment of wages to workers of a debarred contractor who has been allowed by the City to perform any City-Performed Project Work. The Parties agree to strictly comply with the Applicable Law and will act on information related to any debarred contractor in accordance with Applicable Law.

Amended Petition and Complaint

EXHIBIT C.2

From: Kurihara, Lisa <LKurihara@burbankca.gov>
Sent: Wednesday, October 2, 2024 2:23 PM
To: Graham, Shmel 41431
Cc: Defrenza, Anthony; Low, Teddy; Hermelin, Anna 47092; jmcgregor@doradocompany.com; Berkman, Ken; Prescott, Patrick; Van Gessel, Mark; Kriske, David; Eggers, Elena; McDougall, Joseph H.
Subject: RE: Final Burbank City Council Redline Cooperative Agreement

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Thank you Shmel. The City team is good with the final clarifications to Exhibit 6. Can you please let me know how many copies LACMTA needs, and we will begin printing/circulating for City signatures.

LISA KURIHARA
SR. ASSISTANT CITY ATTORNEY
CITY ATTORNEY'S OFFICE
275 E. OLIVE AVE., BURBANK CA 91502
818-238-5702 | lkurihara@burbankca.gov

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From: Shmel.Graham@ashurst.com <Shmel.Graham@ashurst.com>
Sent: Tuesday, October 1, 2024 12:14 PM
To: Kurihara, Lisa <LKurihara@burbankca.gov>
Cc: DefrenzaA@metro.net; LowT@metro.net; Anna.Hermelin@Ashurst.com; jmcgregor@doradocompany.com; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>; VanGesselM@metro.net; Kriske, David <DKriske@burbankca.gov>; EggersE@metro.net; McDougall, Joseph H. <JMcDougall@burbankca.gov>
Subject: RE: Final Burbank City Council Redline Cooperative Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Lisa,

Attached please find an updated draft of the Cooperative Agreement between LACMTA and the City of Burbank and a redline against the last draft we circulated on September 9, 2024. We accepted the City's requested changes and made a minor tweak to the City's proposed language in Section 2 (*City Standards*) of Exhibit 6 (*Design Requirements*).

Thank you,

Shmel Graham
Counsel, admitted only in California

Ashurst LLP, 1299 Ocean Avenue, Suite 320, Santa Monica, CA 90401, USA
D: +1 424 416 5431 | M: +1 646 939 8120

Assistant/Secretary: Eliza Cardenas D: +1 424 416 5697
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From: Kurihara, Lisa <LKurihara@burbankca.gov>
Sent: Thursday, September 26, 2024 3:28 PM
To: Graham, Shmel 41431 <Shmel.Graham@ashurst.com>
Cc: DefrenzaA@metro.net; LowT@metro.net; Hermelin, Anna 41426 <Anna.Hermelin@Ashurst.com>; jmcgregor@doradocompany.com; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>; VanGesselM@metro.net; Kriske, David <DKriske@burbankca.gov>; EggersE@metro.net; McDougall, Joseph H. <JMcDougall@burbankca.gov>
Subject: RE: Final Burbank City Council Redline Cooperative Agreement

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Hi Shmel,

Thank you for providing these updates and responding to the City's comments. We made a few minor edits to accurately reflect current City job titles as well as our referenced City Standards, and also correct a reference within the definitions section. Can you please review these final updates (attached in redline) and confirm Metro's acceptance?

Upon your confirmation, we will begin circulating for signature. Please let us know how many copies you need and we will print/execute accordingly.

LISA KURIHARA
SR. ASSISTANT CITY ATTORNEY
CITY ATTORNEY'S OFFICE
275 E. OLIVE AVE., BURBANK CA 91502
818-238-5702 | lkurihara@burbankca.gov

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From: Shmel.Graham@ashurst.com <Shmel.Graham@ashurst.com>
Sent: Monday, September 9, 2024 8:25 PM

To: Kurihara, Lisa <LKurihara@burbankca.gov>
Cc: DefrenzaA@metro.net; LowT@metro.net; Anna.Hermelin@Ashurst.com; jmcgregor@doradocompany.com; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>; VanGesselM@metro.net; Kriske, David <DKriske@burbankca.gov>; EggersE@metro.net
Subject: RE: Final Burbank City Council Redline Cooperative Agreement

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Hi Lisa,

We have addressed the City's comments in the attached Cooperative Agreement and provided responses to the items you flagged in your cover email below. Please note the use of red font is for distinction, not emphasis. We have attached a redline of the updated draft against the last draft dated April 4, 2024.

- Section 2.3(g) – we don't believe the deleted language is covered by the addition of 2.3(i) or Section 3.4 to Exhibit 9 because those sections discuss clean-up following a Rearrangement. The language we previously added addressed clean-up/restoration following cancellation by Metro of a City Work Order. Therefore, if Metro insists on deleting the prior language, the City requests the clarification we added to Exhibit 9, Section 3.4.
    - LACMTA has revised Section 2.3(g)(*Work Orders*) to address the City's concern regarding reimbursement for the Costs to clean-up and restore a site to pre-existing conditions according to current City Standards, in the event the City (or City Contractor) has commenced Construction performed pursuant to Work Order that LACMTA subsequently terminates prior to the completion of the Construction work.
- Section 3.5(a) – City continues to request the addition of previously-added language, which confirms that nothing in 3.5(a) prohibits or restricts the City from adopting new, or amending generally applicable City Standards during the Term. Metro's concern should be addressed by the definition of "Betterment." City requests this language so there's no question that 3.5(a) does not place limitations on the City's general police powers.
    - The language in Section 3.5(b) addresses the City's concern, notwithstanding LACMTA has added additional clarifying language that the Agreement and Section 3.5(a) do not restrict the City from exercising its legal authority and legislative power to adopt new City Standards.
    - LACMTA added clarifying language to confirm the parties mutual understanding the adoption of new City Standards after the establishment of the Basis of Design constitutes a Betterment.
- Section 3.7 – new section regarding Value Engineering accepted, provided Metro accepts City's redlines. While the City will commit to participating in value engineering analysis, we need assurance that the project design continues to comply with applicable City & LACMTA design/construction standards and policies, as well as environmental mitigation measures.
    - LACMTA accepts the City's edits subject to a couple of minor changes.
- Section 4.3(a) – Metro previously approved this language, but the word "relating" was omitted from the last version Metro sent back. Please incorporate the word back in, as indicated in the City's redline.
    - Completed.
- Section 5.1(d) – City continues to request that the deleted language be added back in. While Section 3.3(c) provides that Metro will ensure the project design complies w/ Applicable Law, the language the City added to 5.1(d) addressed Applicable Law in the context of Betterments. This shouldn't affect Metro's costs, since the City is responsible for paying for Betterments. City needs assurance that to the extent Betterments are required due to Applicable Law or to preserve public health and safety, Metro will not deny City's request for the Betterment. –

- LACMTA has not incorporated the proposed language for the following reasons:
  - As the City noted Section 3.3(c)(*Design Development*), LACMTA is responsible for ensuring the Design and Construction work for the NoHo to Pasadena Project comply with the Applicable Law and the FEIR. In the event the City requests a Betterment, LACMTA would work collaboratively with the City to accommodate the City's Betterment request as part of the NoHo to Pasadena Project. Any work that LACMTA (or LACMTA Contractor) would perform even in the case of Betterments would be performed in accordance with Applicable Law and does not think that needs to be expressly stated.
  - As it relates to the language that provides LACMTA may not refuse a Betterment request that results from changes in Applicable Law, LACMTA cannot agree to that language because as set out in Section 5.3 (*Right to Refuse a Betterment*), there are circumstances in which LACMTA may not be able to agree to perform a Betterment. LACMTA appreciates the efficiency in having LACMTA (or LACMTA Contractor) perform a Betterment when LACMTA is performing work for the NoHo to Pasadena Project, but LACMTA cannot agree to language that requires LACMTA to proceed with the Betterment request if the Betterment is incompatible with the NoHo to Pasadena Project or will affect the Project Schedule. Ultimately, the work the City may request through as a Betterment is the obligation of the City and does not require the desired work to be performed as part of the NoHo to Pasadena Project.

- Section 7.2(a)(iii) – Metro updated language accepted.
  - Noted.
- Exhibit 5, Sections 2.1, 2.2, 2.4, 3.2(a), & 3.3 – Metro modifications accepted.
  - Noted.
- Exhibit 6, Section 2 – Metro additions accepted, with City additions listed in redline.
  - LACMTA accepts the City's edits subject to the City's understanding that City Standards applicable to the NoHo to Pasadena Project are those City Standards that were in effect at the time the Basis of Design was established and that any change to those City Standards and request by the City to comply with new City Standards would be deemed a Betterment pursuant to Section 3.4(a)(*Design Development*).
  - City Standards is defined as "*the City's design standards and ordinances which govern the design of all Rearrangements, as specified in EXHIBIT 6 (Design Requirements) or adopted by the City and notified to LACMTA in accordance with Section 3.5 (City Standards) specified in EXHIBIT 6 (Design Requirements) which govern the design of all Rearrangements.*"
- Exhibit 9, Section 3.4 – Metro addition accepted, with City additions listed in redline. Again, the City's added language is to ensure that to the extent Metro terminates a City Work Order before completion, Metro will be responsible for clean-up and restoration costs resulting from that early-terminated work.
  - LACMTA proposes new language to address the City's concern in Section 2.3(g) (*Work Orders*).

Thank you,

Shmel Graham
Counsel, admitted only in California

Ashurst LLP, 1299 Ocean Avenue, Suite 320, Santa Monica, CA 90401, USA
D: +1 424 416 5431 | M: +1 646 939 8120

Assistant/Secretary: Eliza Cardenas D: +1 424 416 5697
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From: Kurihara, Lisa <LKurihara@burbankca.gov>
Sent: Wednesday, August 14, 2024 1:14 PM
To: Graham, Shmel 41431 <Shmel.Graham@ashurst.com>
Cc: DefrenzaA@metro.net; LowT@metro.net; Hermelin, Anna 41426 <Anna.Hermelin@Ashurst.com>; jmcgregor@doradocompany.com; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>; VanGesselM@metro.net; Kriske, David <DKriske@burbankca.gov>
Subject: RE: Final Burbank City Council Redline Cooperative Agreement

Caution: External email.

Hi Shmel & Metro team,

Please find the City of Burbank's final responses to the Draft Cooperative Agreement we received from Metro on April 9, 2024 (Burbank changes reflected in redline on the attached document), as well as our comments relating to these changes outlined in this email, below.

If the attached redlines are accepted and no further changes are made, our City Manager is authorized to sign the Agreement. Please let us know how Metro would like to proceed.

Burbank's comments relating to Metro redlines furnished on April 9, 2024

- Section 1.1(e) & (f) – Metro modifications accepted.
- Section 2.3(g) – we don't believe the deleted language is covered by the addition of 2.3(i) or Section 3.4 to Exhibit 9 because those sections discuss clean-up following a Rearrangement. The language we previously added addressed clean-up/restoration following cancellation by Metro of a City Work Order. Therefore, if Metro insists on deleting the prior language, the City requests the clarification we added to Exhibit 9, Section 3.4.
- Section 2.3(i) – Metro addition accepted
- Section 3.5(a) – City continues to request the addition of previously-added language, which confirms that nothing in 3.5(a) prohibits or restricts the City from adopting new, or amending generally applicable City Standards during the Term. Metro's concern should be addressed by the definition of "Betterment." City requests this language so there's no question that 3.5(a) does not place limitations on the City's general police powers.
- Section 3.7 – new section regarding Value Engineering accepted, provided Metro accepts City's redlines. While the City will commit to participating in value engineering analysis, we need assurance that the project design continues to comply with applicable City & LACMTA design/construction standards and policies, as well as environmental mitigation measures.
- Section 4.3(a) – Metro previously approved this language, but the word "relating" was omitted from the last version Metro sent back. Please incorporate the word back in, as indicated in the City's redline.
- Section 5.1(d) – City continues to request that the deleted language be added back in. While Section 3.3(c) provides that Metro will ensure the project design complies w/ Applicable Law, the language the City added to 5.1(d) addressed Applicable Law in the context of Betterments. This shouldn't affect Metro's costs, since the City is responsible for paying for Betterments. City needs assurance that to the extent Betterments are required due to Applicable Law or to preserve public health and safety, Metro will not deny City's request for the Betterment.
- Section 7.2(a)(iii) – Metro updated language accepted.
- Exhibit 5, Sections 2.1, 2.2, 2.4, 3.2(a), & 3.3 – Metro modifications accepted.
- Exhibit 6, Section 2 – Metro additions accepted, with City additions listed in redline.

- Exhibit 9, Section 3.4 – Metro addition accepted, with City additions listed in redline. Again, the City's added language is to ensure that to the extent Metro terminates a City Work Order before completion, Metro will be responsible for clean-up and restoration costs resulting from that early-terminated work.

LISA KURIHARA
SR. ASSISTANT CITY ATTORNEY
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818-238-5702 | lkurihara@burbankca.gov

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From: Shmel.Graham@ashurst.com <Shmel.Graham@ashurst.com>
Sent: Tuesday, April 9, 2024 4:20 PM
To: Kriske, David <DKriske@burbankca.gov>
Cc: DefrenzaA@metro.net; Kurihara, Lisa <LKurihara@burbankca.gov>; LowT@metro.net; Anna.Hermelin@Ashurst.com; jmcgregor@doradocompany.com; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>; VanGesselM@metro.net
Subject: RE: Final Burbank City Council Redline Cooperative Agreement

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Hi David,

We have made additional revisions to the Cooperative Agreement. Attached please find an updated Working Draft of the City of Burbank Cooperative Agreement and a redline against the last draft circulated to the City on March 19, 2024. Below please find an overview of the edits included in this updated draft agreement and responses to the items flagged in your email dated March 28, 2024:

- **Section 1.1(e)(*Scope of Agreement*)** –We made the edit adding the reference to Exhibit 1(*Project Description*). As it relates to the requested edit to add "City Approvals", we proposed additional language in Section 1.1(f)(*Scope of Agreement*) to the edits we made in Version 3 (response to Comment 85) to address this concern.

- **Section 2.3(g)(Work Orders)** –To address the City's concern, we added two new sections to the Agreement: Section 2.3(i)(*Work Orders*) and Section 3.4 of Exhibit 9 (*Inspection and Acceptance Procedure*).

- **Section 3.5(a)(*City Standards*)** – We acknowledge the Parties discussed this comment on March 11, 2024. On the call we explained any changes in City Standards made after the Basis of Design would constitute a Betterment. Lisa said that my explanation was consistent with the City's understanding, which led us to believe a change was not required. The definition of Betterment subparagraph (b) addresses the City's comment.

- **Section 5.1(d)(*Notice of Betterments*)** – We think the language in Section 3.3(c)(*Design Review Procedure*) and the definition of Betterment exception (i) addresses the City's comment. Section 3.3(c)(*Design Review Procedure*) provides that LACMTA is responsible for ensuring the Design and Construction of the NoHo to Pasadena Project complies with Applicable Law and the definition of Betterment includes an exception whereby the Parties could

agree to an upgrade that is a direct and principal benefit to the construction, operation and/or maintenance of the project (i.e., a change necessary to preserve public health, safety, or welfare).

- **Section 7.2 (*Reimbursements and Credits to LACMTA*)** – As Anthony mentioned, we added Value Engineering language to the Agreement and included a broad list of exclusions to the Expired Service Life language that exclude anything related to the NoHo to Pasadena Project.

- **Exhibit 5 (*Utility Adjustments*)** – We made the additional edits requested by the City to clarify the City will not self-perform Utility Adjustments for the City-owned water Utility.

Thank you,

Shmel Graham
Counsel, admitted only in California

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D: +1 424 416 5431 | M: +1 646 939 8120

Assistant/Secretary: Eliza Cardenas D: +1 424 416 5697
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From: Defrenza, Anthony <DefrenzaA@metro.net>
Sent: Tuesday, April 9, 2024 8:45 AM
To: Kriske, David <DKriske@burbankca.gov>; Van Gessel, Mark <VanGesselM@metro.net>
Cc: Kurihara, Lisa <LKurihara@burbankca.gov>; Low, Teddy <LowT@metro.net>; Graham, Shmel 41431 <Shmel.Graham@ashurst.com>; Hermelin, Anna 41426 <Anna.Hermelin@Ashurst.com>; Jack Mcgregor (mcgregor@doradocompany.com) <jmcgregor@doradocompany.com>; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>
Subject: RE: Final Burbank City Council Redline Cooperative Agreement

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David,

Metro has reviewed the provided document and Shmel will send our detailed responses shortly.

As previously indicated, eliminating the Expired Service Life language is not acceptable to Metro. In consideration of the City's position, we've added additional items to the list of exclusions which we believe should adequately address City concerns without requiring the language be deleted from the document. This approach is like the approach taken with City of LA. Additionally, we've included Value Engineering language to further emphasizes our desire to work collaboratively with the City to design and build the highest quality, most efficient, best value project for the region.

After reviewing Metro's responses and the updated working document (to be provided by Shmel), please let me know what you believe the correct next step is.

Thanks,

Anthony DeFrenza
213.220.0583 (cell)
213.922.7107 (office)

From: Kriske, David <DKriske@burbankca.gov>
Sent: Thursday, March 28, 2024 9:42 AM
To: Defrenza, Anthony <DefrenzaA@metro.net>; Van Gessel, Mark <VanGesselM@metro.net>
Cc: Kurihara, Lisa <LKurihara@burbankca.gov>; Low, Teddy <LowT@metro.net>; Graham, Shmel 41431 <shmel.graham@ashurst.com>; Hermelin, Anna 47092 <anna.hermelin@ashurst.com>; Jack Mcgregor (mcgregor@doradocompany.com) <jmcgregor@doradocompany.com>; Berkman, Ken <KBerkman@burbankca.gov>; Prescott, Patrick <PPrescott@burbankca.gov>
Subject: Final Burbank City Council Redline Cooperative Agreement

Anthony,

Thank you for your help in finalizing the Cooperative Agreement and assisting at the City Council meeting on Tuesday. Attached is the version of the Cooperative Agreement with the City redlines that City Council considered and approved on Tuesday.

The redlines in the following Sections were included in the City's draft to Metro on 3/1/24. We do not see them accounted for in Metro's review matrix, and they weren't addressed on the redline we received back from Metro last week. These were presented to the Burbank City Council as outstanding issues since we have not heard back from Metro on these items, and Council directed us to seek Metro's incorporation of these changes. Therefore, please include these in your final review:

- Section 1.1(e)
- Section 2.3(g)
- Section 3.5(a) – we discussed this during the Metro/Burbank calls the week of 3/11/24, and it was Burbank's impression that Metro agreed with this statement and planned to incorporate it but we didn't see it in the last round of redlines received back from Metro. This was discussed in conjunction with City's acknowledgement of reimbursements for Betterments.
- Section 5.1(d)

Pursuant to emails exchanged with Metro's legal counsel on 3/20/24 and 3/21/24, we incorporated agreed-upon changes into the following Sections. Since both parties have agreed to these changes, they are not marked here as redlines:

- Section 2.4(c)
- Section 2.5(a)
- Section 4.3(a)
- Section 4.3(b)
- Section 8.1(a)

Finally, following review of Metro's latest updates to Exhibit 5 regarding City-owned utility infrastructure, the City's water utility is requesting minor changes to clarify design/construction work responsibility between the parties as to City-owned water Utility Adjustments.

Please let me know if you have any questions and what the next step would be to finalize and execute the agreement.

Thank you,

David

DAVID L. KRISKE, AICP
ASST. COMMUNITY DEVELOPMENT DIRECTOR
TRANSPORTATION DIVISION

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Amended Petition and Complaint

EXHIBIT C.3

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

APPROVED AS TO FORM

DAWYN R HARRISON,
County Counsel

By: Teddy Low
Teddy Low
Senior Deputy County Counsel

"LACMTA"

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the Authority of §§ 130050.2 *et seq.* of the California Public Utilities Code

By: _____
Name: Stephanie Wiggins
Its: Chief Executive Officer

APPROVED AS TO FORM

Joseph McDougall,
City Attorney

By: _____
Name: Lisa Kurihara
Sr. Assistant City Attorney

ATTEST
By: Kimberley Clark
Name: KIMBERLEY CLARK
City Clerk

"CITY"

CITY OF BURBANK,
a California municipal corporation

By: _____
Name: _____
Its: City Manager (or designee)

Amended Petition and Complaint

EXHIBIT D

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: March 26, 2024

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
BY: David Kriske, Assistant Community Development Director, Transportation

SUBJECT: Approval of a Cooperative Agreement with the Metropolitan Transportation Authority for the Design and Construction of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project

RECOMMENDATION

1. Approve a Cooperative Agreement (Agreement) (Attachment 1) with the Metropolitan Transportation Authority (Metro) for the Design and Construction of the North Hollywood to Pasadena Bus Rapid Transit (BRT) Corridor Project, subject to incorporation of the City's redline changes as described in this report that have not yet been agreed to by Metro.
2. Direct staff on whether to require a more detailed project description in the Agreement which specifies the inclusion of mixed-flow lanes on Olive Avenue between Buena Vista Street and Lake Street.

BACKGROUND

Metro is currently designing its North Hollywood to Pasadena BRT Corridor Project. This 18-mile project would construct a BRT between the North Hollywood Red Line / Orange Line Station and the Gold Line in Pasadena, passing through the cities of Los Angeles, Burbank, Glendale, and Pasadena. BRT is high-capacity bus transit that offers fewer stops and speed improvements over a traditional bus route. Unlike a traditional transit project operating in Metro right of way, the project uses local city street right of way for operations as well as the location of stations.

The proposed project alignment (Attachment 2) would generally run from North Hollywood via Lankershim Boulevard and the Route 134 freeway before exiting the freeway in Burbank to serve the Burbank Media District. From there, the route would proceed east along Olive Avenue, Alameda Avenue, Buena Vista Street, and back onto Olive Avenue to Downtown Burbank, then south on Glenoaks Boulevard where it would leave the City and travel eastward to Downtown Glendale, the Los Angeles community of Eagle Rock, and Pasadena. The project would construct five stations in Burbank: 1) Hollywood Way

at Olive Avenue / Riverside Drive, 2) Buena Vista Street at Alameda Avenue, 3) Olive Avenue at Verdugo Avenue / Sparks Street, 4) Olive Avenue at Lake Street, 4) Olive Avenue at San Fernando Boulevard, and 5) Glenoaks Boulevard at Alameda Avenue.

To achieve higher speeds and capacities, BRT generally operates in dedicated bus lanes on city streets but is also flexible to operate in mixed-flow traffic using traffic signal technology or small bypass lanes to speed up travel times. In some cases, dedicated bus lanes can be built within roadway medians or other excess right of way, but often their implementation requires converting travel lanes or parking lanes into bus lanes. In addition to bus lanes, however, BRT also offers additional speed and reliability improvements such as all-door level boarding, payment required prior to boarding, further space between stations, and traffic signal priority.

In Burbank, the route is proposed to operate as a mix of dedicated bus lanes and mixed-flow traffic. Bus lanes are proposed along portions of Alameda Avenue, Olive Avenue, and Buena Vista Street in the Media District, Olive Avenue in Downtown Burbank, and Glenoaks Boulevard south of Providencia Avenue. Depending on the street configuration and width, the bus lane would be constructed by eliminating a vehicle travel lane or parking lane and converting it into a bus lane. However, BRT has inherent flexibility. Depending on the neighborhood context of a particular BRT segment and the availability of right-of-way to construct dedicated BRT lanes, dedicated lanes are not required in all areas to provide a viable transportation alternative. The City Council has specifically requested that the portion of the project located on Olive Avenue between Buena Vista Street and Interstate 5 be constructed to operate as mixed-flow.

In 2020, Metro prepared a Draft Environmental Impact Report (EIR) for the project, which included a public comment period. In December 2020, the City Council approved a comment letter to be sent to Metro as part of the public comment period (Attachment 3). The main issues discussed in the City Council's comment letter concerned the range of project alternatives analyzed, transportation policy and public service impacts, analysis of utility systems and roadway infrastructure, and concerns over bus lane impacts along Olive Avenue.

In response, Metro conducted additional analysis, modified parts of the project, and held additional public outreach, which led to the preparation of a Final EIR in 2022. In response to the Final EIR, on April 12, 2022, the City Council approved a second comment letter (Attachment 3) that was provided to Metro. This comment letter acknowledged the issues that Metro addressed in response to the City's Draft EIR comments, but raised two significant project concerns that remained:

1. Metro should implement the project as mixed-flow on Olive Avenue between Buena Vista Street and Lake Street until project ridership reached a level that can justify converting a travel lane to bus lane.
2. Metro should develop a program to construct an Olive Bridge BRT station that would connect directly to the Downtown Burbank Metrolink Station.

On April 28, 2022, the Metro Board of Directors approved the project and the Final EIR but did not address these two important issues. However, the City maintains control over City-owned right-of-way and may continue to negotiate with Metro.

DISCUSSION

With the Metro Board's approval of the project in 2022, Metro has continued to refine its conceptual design plans and has coordinated with the City as it prepares to secure third party consultant and contractor services for final design, project management, and construction. As part of this coordination, Metro would like to enter into a Cooperative Agreement with the City to define how the two agencies will work together to design and construct the project.

The main purpose of this agreement (Attachment 1) is to define roles and responsibilities during design and construction, clarify the parameters of the design of the project, identify procedures for reviewing and approving design plans, establishing the various City design standards and guidelines that the project will be subject to, setting up a dispute resolution process, and identifying how private and City utility conflicts will be resolved. The agreement also allows for the City to seek reimbursement for costs related to the design and construction of the project, or to contribute funds to make betterment improvements to City facilities as part of the project. The agreement identifies portions of the project that will be maintained by Metro once the project is complete, to ensure that operations and maintenance of the project does not fall to the City.

The proposed Cooperative Agreement has been negotiated between City and Metro staff. Some of the new City obligations identified in the Cooperative Agreement require the City to meet certain standards for responding to queries, reviewing plans and other materials, enforcing its rights over private utilities, and coordinating with adjacent development. These costs will require staff time and/or consultant staffing to achieve, but many of these costs can be reimbursed by Metro through this Agreement. Staff will prepare an implementation plan that will identify the resources needed to implement the City's portion of the agreement and return to City Council to approve funding and identify the costs to be reimbursed.

There are several items in the proposed Cooperative Agreement that remain unresolved between Metro and the City. The proposed changes to the Cooperative Agreement are believed to sufficiently protect the City's interests, while still allowing for proper coordination to expeditiously deliver the project. These changes have not yet been accepted by Metro; therefore, Staff recommends the City Council approve the agreement, subject to the City resolving the following items identified below.

Credit to Metro for Costs to Replace City Infrastructure with Expired Service Life

Metro has requested that the City consent to partially reimbursing Metro for costs to reconstruct or reconfigure City infrastructure that needs to be modified to accommodate the project, if that infrastructure is old and therefore a portion of its lifespan has already been exhausted. Metro would receive a credit paid by the City based on the proportion of that affected infrastructure's amount of remaining expected lifespan, versus the amount of lifespan that has already been exhausted. Staff recommends that expired service life credits not be granted, based on the past history of other regional transportation projects that did not include this provision, and because the relative remaining life of a piece of City infrastructure should not have a bearing on whether Metro is required to pay for City infrastructure improvements necessary for Metro to build the project. Introducing expired service life credits would mean that the City is undertaking part of Metro's project costs.

Staff has currently negotiated changes to the agreement that would require both City and Metro to agree to apply an expired service life calculation to any part of the project.

Deferring Operations and Maintenance Principles to a Separate Agreement

The Cooperative Agreement includes provisions for the City and Metro to meet in good faith to identify operations and maintenance costs for the project that will be borne by each agency as part of a separate negotiation. Metro has requested that discussion of operations and maintenance be deferred because certain aspects of the project's operations and maintenance won't be known until after the project's final design has commenced. However, Staff believes some operations and maintenance elements of the project should clearly be the responsibility of Metro, regardless of how the project is designed, and therefore should be identified as part of the Cooperative Agreement. These primarily include the operations and maintenance of elements related to the transit stations. Staff recommends the City Council direct staff to ensure that operation and maintenance of major project elements like the transit stations is included in the Cooperative Agreement rather than deferring to a subsequent agreement.

City-owned Utility Adjustments Procedures

The Cooperative Agreement sections related to utility adjustments and relocations does not apply to situations where the City owns its utility infrastructure. Staff recommends the City Council direct staff to include adjustments to the Cooperative Agreement that account for the City owning its water, electrical, recycled water, and fiber optic communications utilities, and ensure that Metro will be paying for all utility adjustments necessary for the project.

Project Description and Project Alignment

Metro and the City currently disagree over how the project alignment is portrayed in the Cooperative Agreement. City staff requests that certain broad details of the project (alignment, station location, roadway configuration) be included in the Cooperative Agreement so that both parties understand the scope of the project that is approved to be constructed. Metro believes that this project description should not be included because Metro's Board of Directors approved a project that includes a bus-only lane on Olive Avenue between Buena Vista Street and Lake Street, which is contrary to the City Council's direction of ensuring that the project description includes mixed-flow bus operation on this stretch. Based on City Council's prior direction, Staff believes that including the mixed-flow project description is important to convey to Metro the City Council's wishes, but including this description carries the risk that Metro will not approve the Cooperative Agreement. If the City Council directs staff not to include the project description in the Cooperative Agreement, staff would still continue to direct Metro to implement the project in accordance with the City Council's direction and would review, approve, and permit plans that included mixed-flow on Olive Avenue between Buena Vista and Lake, unless the City Council directs otherwise.

Olive Avenue Bridge Connection to Metrolink

Finally, the Cooperative Agreement does not address the status of the project's station connection to the Downtown Burbank Metrolink Station. As part of the Final EIR, the City Council conveyed to Metro that it believed a direct connection between the project and the Metrolink Station be provided via a new station on the Olive Avenue Bridge. This element is not included in the project. Metro does not intend to modify the Olive Avenue

Bridge as part of the project and will provide a connection to Metrolink via a station at Lake Street. In lieu of making inclusion of this direct connection contingent on approving the Cooperative Agreement, Staff is proposing to prepare a Capital Improvement Project as part of the City's Fiscal Year 2024-2025 budget which would allow the City to begin high-level planning and conceptual design of a possible modification to the Olive Avenue Bridge to include BRT station, and to explore outside funding opportunities to fund this improvement.

Staff recommends approval of the Cooperative Agreement, subject to changes that protect the City's interests as the project development moves forward and based on the City Council's current policy direction. However, the City Council has latitude to direct staff in how to move forward with the Cooperative Agreement, including directing staff to make further changes, remove changes, or to deny the agreement outright. The City Council may direct Staff in accordance with Staff's recommendation or pursue other action as desired.

COMMUNITY ENGAGEMENT

Metro conducted community outreach and engagement throughout the development of the North Hollywood to Pasadena BRT Corridor Project, during both conceptual project development as well as through the EIR process. This outreach process also helped the City Council develop its formal input to the project and resulted in the City's formal position to support the project with the two important caveats of maintaining mixed-flow lanes on Olive Avenue between Buena Vista Street and Lake Street, and for Metro to support the City in developing a BRT station on the Olive Avenue Bridge.

ENVIRONMENTAL REVIEW

Metro as the lead agency for the Project conducted environmental review pursuant to the California Environmental Quality Act (CEQA) and an Environmental Impact Report was prepared pursuant to 14 Cal. Code Regs. § 15080 et seq., which was certified by the Metro Board of Directors on April 28, 2022.

FISCAL IMPACT

There is no Fiscal Impact to the City in approving this Cooperative Agreement. While the Agreement imposes new obligations on the City to assist Metro in delivering the project, the additional staff and consultant costs borne by the City to meet its obligations under the Agreement are also reimbursable by Metro under the Agreement. Approval of the Cooperative Agreement allows the City to recover costs incurred to assist Metro in designing and constructing the project.

CONCLUSION

Metro requests the City approve a Cooperative Agreement to guide how the two agencies will work together to design and construct the North Hollywood to Pasadena Corridor BRT Project. The Agreement describes the roles and responsibilities of each agency, lists the various city design standards and guidelines that will apply to the project, and sets out a process for the City to seek reimbursement from Metro for costs incurred to support the project. However, there are still areas within the Agreement that Metro and City staff have not yet agreed upon. Staff recommends the City Council approve the Cooperative Agreement with the City's redline changes incorporated and provide direction to staff on whether to include a more detailed project description that reflects the City Council's

policy direction, so that Staff can ensure that the City directs the design and construction of project elements within its right of way and can be reimbursed for costs incurred to support the Project.

ATTACHMENTS

Attachment 1 – Draft Cooperative Agreement with City's requested redline changes
Attachment 2 – Project Alignment
Attachment 3 – City Council Final Environmental Impact Report Comment Letter and Staff Report

COOPERATIVE AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF THE NORTH HOLLYWOOD TO PASADENA BUS RAPID TRANSIT CORRIDOR PROJECT

BETWEEN

THE CITY OF [●]

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

_____ 2023

EFFECTIVE DATE

ATTACHMENT 1-1
FAP_157

EXHIBIT 1 – PROJECT DESCRIPTION

The NoHo to Pasadena Project is a new bus rapid transit (BRT) system that will provide a BRT service connecting several cities and communities between the San Fernando and San Gabriel Valleys. From west to east, the route traverses the communities of North Hollywood (in the City of Los Angeles), Burbank, Glendale, Eagle Rock (in the City of Los Angeles) and Pasadena. The NoHo to Pasadena Project will operate along a combination of local roadways and freeway sections with various configurations of mixed-flow and dedicated bus lanes depending on location.

The 19-mile BRT corridor serves as a key regional connection between the San Fernando and San Gabriel Valleys. Each community has dense residential populations and many cultural, entertainment, shopping, and employment areas throughout, including the NoHo Arts District, Burbank Media District, Glendale Galleria, Americana at Brand, Eagle Rock Plaza, and Old Pasadena to be served by 22 stations included in the Project. The Project will offer a premium transit service connecting to these destinations with an estimated end-to-end travel time of approximately 70 minutes. This compares with an existing travel time of approximately 2 hours using a combination of existing bus lines such as 180, 92, 155, and 224. Additionally, the Project will greatly enhance service reliability by separating buses from the fluctuating traffic congestion, resulting in more consistent run times. The Project will also maintain its faster travel times and reliability even as traffic congestion continues to worsen over time. Further, the BRT will also include additional features that will enhance the customer experience. The NoHo to Pasadena Project will provide improved and reliable transit service to meet the mobility needs of residents, employees, and visitors who travel within the corridor. As a result, the Project is anticipated to attract approximately 30,000 daily riders when it opens.

In addition, to advancing the goals of LACMTA's Vision 2028 Strategic Plan, objectives of the NoHo to Pasadena Project include:

1. Advance a premium transit service that is more competitive with auto travel

2. Improve accessibility for disadvantaged communities

3. Improve transit access to major activity and employment centers

4. Enhance connectivity to LACMTA and other regional transit services

5. Provide improved passenger comfort and convenience

6. Support community plans and transit-oriented community goal

A description of the portion of the Project located in the City is provided below:

The route enter the City from the west on the SR-134 freeway. Eastbound service would exit the freeway via Pass Avenue and travel via southbound Pass Avenue and eastbound Riverside Drive to Olive Avenue in a mix of mixed-flow traffic lanes and curb-running bus lanes where parking is removed. Westbound service would travel from Olive Avenue to northbound Hollywood Way and then enter the freeway from the westbound onramp at Alameda Avenue in mixed-flow traffic lanes.

The route would then operate in a combination of mixed-flow traffic lanes and curb-running bus lanes where parking is removed on Olive Avenue between Riverside Drive and Alameda Avenue, Alameda Avenue between Olive Avenue and Buena Vista Street, and Buena Vista Street between Alameda Avenue and Olive Avenue.

The Route would then operate on Olive Avenue between Buena Vista Street and First Street in mixed-flow traffic lanes, and continue on Olive Avenue between First Street and Glenoaks Boulevard in curb-running bus lanes where parking is removed.

Lastly, the route would then operate on Glenoaks Boulevard between Olive Avenue and Providencia Avenue in mixed-flow traffic lanes, and would then operate on Glenoaks Boulevard between Providencia and Alameda Avenue in center-running bus lanes where a travel lane in each direction is removed.

Proposed stations in Burbank would be located on Riverside Drive / Olive Avenue at Hollywood Way and Alameda Avenue at Buena Vista Street to serve the Burbank Media District, Olive Avenue at Verdugo Avenue, Olive Avenue at Lake Street to serve the Burbank – Downtown Metrolink Station, Olive Avenue at San Fernando Boulevard to serve Downtown Burbank, and Glenoaks Boulevard at Alameda Avenue.

EXHIBIT 3– PROJECT SITE

Part A: NoHo to Pasadena Project Site



Part B: City Portion

The drawing depicting the City Portion will be as notified by LACMTA to the City or otherwise incorporated in an amendment of this Agreement.

Part C: Physical Limits of the Project Work

Prior to the establishment of the Basis of Design, LACMTA and the City will meet in good faith to define and agree the physical limits of the structures and elements of the NoHo to Pasadena Project Work (including with respect to bus charger masts and bus stops and canopies/shelters) that:

(a) LACMTA owns and maintains, or will own or maintain; or

In agreeing such physical limits, LACMTA and the City will take into consideration the intended operation and maintenance roles and responsibilities, as described under EXHIBIT 10 (*Operation and Maintenance Principles*).

Attachment 2 – Project Alignment

Figure 1: Project Alignment – Pass Ave / SR-134 Ramps to Buena Vista St. / Olive Ave.

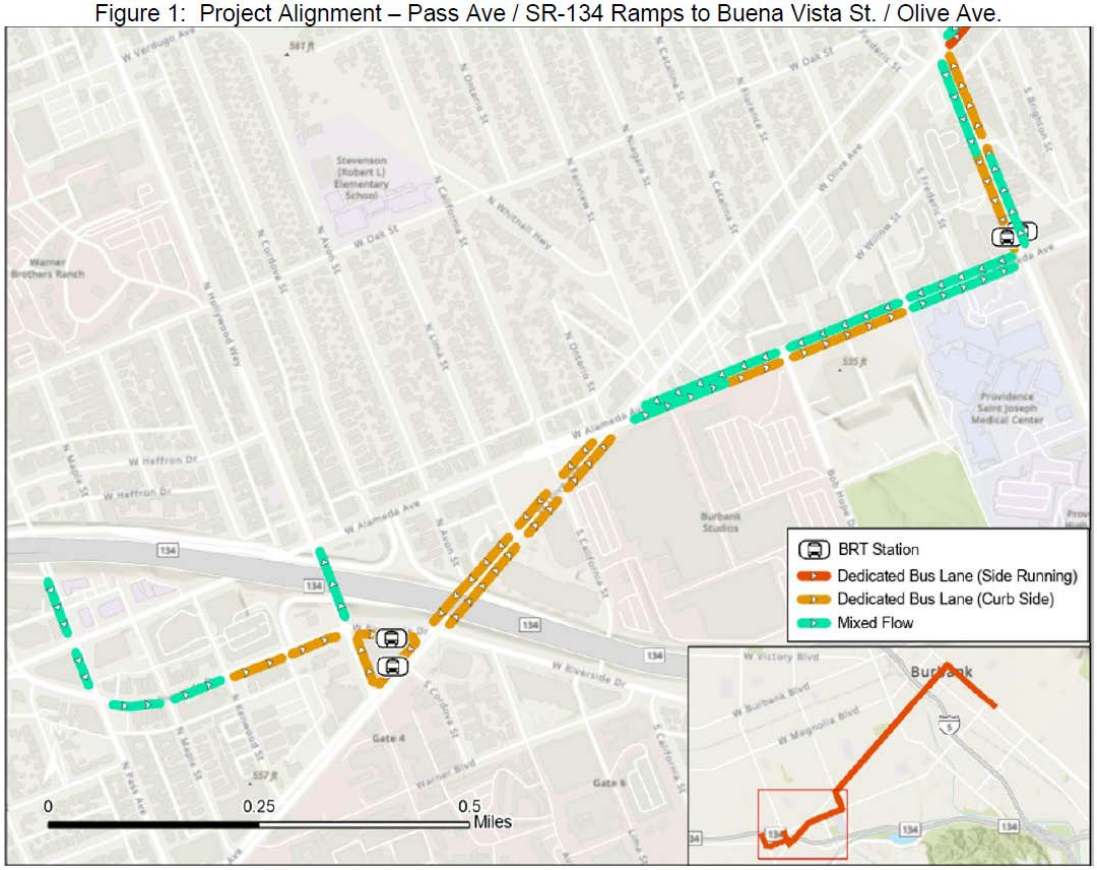


Figure 2: Project Alignment – Buena Vista St. / Olive Avenue to Lake St. / Olive Ave.



Figure 3: Project Alignment –Lake St. / Olive Ave. to Glenoaks Blvd. / Alameda Ave.



ATTACHMENT 2 - 2

FAP_162

Amended Petition and Complaint

EXHIBIT E

CITY OF BURBANK
CITY COUNCIL MEETING
TUESDAY, MARCH 26, 2024

Call to Order

A Closed Session Meeting of the City Council of the City of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 5:02 p.m. by Mayor Schultz.

Present: Council Members Anthony, Mullins, Takahashi, Vice-Mayor Perez, and Mayor Schultz.

Absent: None.

Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark.

CLOSED SESSION PUBLIC COMMENT

There being no response to the Mayor's invitation for Public Comment on Closed Session matters, the City Council recessed at this time to the City Hall First Floor Conference Room to hold a Closed Session on the following:

1. Conference with Legal Counsel – Existing Litigation:
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Argueta v. City of Burbank
   c. Case No.: 23STCV06809
   d. Brief description and nature of case: Other Employment Complaint Case (General Jurisdiction)
2. Conference with Legal Counsel – Existing Litigation:
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Bernard v. City of Burbank
   c. Case No.: 22STCV08882
   d. Brief description and nature of case: Other Employment Complaint Case (General Jurisdiction)
3. Conference with Legal Counsel – Existing Litigation:
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Jesse Vasquez v. City of Burbank, et al.
   c. Case No.: 23STCV09389
   d. Brief description and nature of case: Other Employment Complaint Case (General Jurisdiction)
4. Conference with Legal Counsel – Existing Litigation:
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Guardians of the Pines, an unincorporated association v. City of Burbank, a municipal corporation
   c. Case No.: 23STCP03707
   d. Brief description and nature of case: Writ/Judicial Review (General Jurisdiction)

Call to Order

A Meeting of the City Council of the City of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 6:06 p.m. by Mayor Schultz.

Moment of Reflection

Mayor Schultz held a Moment of Reflection to begin the meeting with positive and collective support for our beloved community.

Flag Salute

The Pledge of Allegiance was led by Mayor Schultz.

Roll Call

Present: Council Members Anthony, Mullins, Takahashi, Vice-Mayor Perez, and Mayor Schultz.

Absent: None.

Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark.

Mayor Schultz indicated there would be two (2) periods of Public Comment at this evening's meeting and those who wish to participate in General Public Comment and each of the Public Hearing Public Comment periods may call in at (818) 238-3335. The Reports to Council Public Comment period will only be taken in person.

ANNOUNCEMENTS:

Mayor Schultz displayed a PowerPoint Presentation announcing the following: (1) BWP Community Survey & Community Meeting #3; (2) Sustainable Water Use – Watering Schedule; and (3) Parks Master Plan Community Survey.

COUNCIL PRESENTATIONS/RECOGNITIONS:

Mayor Schultz announced the presentation of an Update from the Burbank-Glendale-Pasadena Airport Authority will be rescheduled.

CITY MANAGER REPORT:

City Manager Hess invited Mandip Samra, Assistant General Manager – Power Supply, who provided a brief report on the Iron-Flow Battery.

REPORTING ON CLOSED SESSION:

City Attorney McDougall reported that the City Council met in Closed Session regarding the agendized Closed Session items and City Council took no reportable action.

General Public Comment

GENERAL PUBLIC COMMENT:

Appearing to comment were: Xara Shaw, Erik Larsen, Joel Schlossman, Kevin Muldoon, Martin De La Cruz, Thomas Klohn, Hovanes, Mary Jane Hetrick, Jack Mitchell, Bob Greene, Tony Rodriguez, Diana Rios, Ana Carrion, Bart Reed, Monica Ballesteros, Jo Pimienta, Dana Morris, Eric, Michael Schiff, Alfonso Directo Jr., Vicki Kirschenbaum, Shannon Hartman, Johnny Escobedo, Chris Rizzoti, Randy West, Kevin Harrop, Ron Bax, Scott Meyers, Jessica Vitanza, MJ Barnett, David Donahue, James Ingram, Susan O'Carroll, and Alan DerMarderosian.

Meeting recessed/ reconvened

The City Council Meeting recessed at 6:43 p.m. and reconvened at 6:48 p.m.

Calling in to comment were: Barry Sarna, Christopher Matthew Spencer, Linda Walmsley, Gary Bric, Michael Honeck, Jacob Chuslo, Jamie Keyser, Josh Sackheim, Karry Ann Luttge, James, Max Deger, Arno Dionysian, Laura Ioanou, Anonymous, Joe Terranova, and Michael Castro.

COUNCIL, CITY MANAGER AND/OR CITY ATTORNEY COMMENT:

Council Members and Staff responded to Public Comment.

Motion

CONSENT CALENDAR:
It was moved by Vice Mayor Perez, seconded by Council Member Konstantine, and carried 5-0 by roll call vote, to approve the Consent Calendar.

City Council Minutes

1. City Council Minutes

   Approve the City Council Minutes of the Regular Meeting of March 19, 2024.

Adopt Resolution Ordering the Summary Vacation (V-425) of a Public Service Easement at 643 N. Fairview St. and Finding of Categorical Exemption Under CEQA (Applicant: Hamlet Sadekyan)

2. Adoption of a Resolution Ordering the Summary Vacation (V-425) of a Public Service Easement at 643 N. Fairview Street and Finding of Categorical Exemption Under the California Environmental Quality Act (Applicant: Hamlet Sadekyan)

   RESOLUTION NO. 24-29,503
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK ORDERING THE SUMMARY VACATION OF A PUBLIC SERVICE EASEMENT AT 643 N. FAIRVIEW STREET, BURBANK, CALIFORNIA (V-425) AND FINDING THE PROJECT CATEGORICALLY EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

Approve Right-of-Entry Agreement w- the L.A. Philharmonic Association to Provide Shuttle Services at the Downtown Burbank Metrolink Station

3. Approval of a Right-of-Entry Agreement with the Los Angeles Philharmonic Association to Provide Shuttle Services at the Downtown Burbank Metrolink Station

   1. Approve by a 4/5ths vote a Right-of-Entry Agreement for a period of three years, with two one-year extension options with the Los Angeles Philharmonic Association to use a bus bay at the Downtown Burbank Metrolink Station to provide shuttle services to the Hollywood Bowl on concert nights, and authorize the Community Development Director, as the City Manager's designee, to execute the Agreement.

   2. Find the approval of a Right-of-Entry Agreement for use of a bus bay at the Downtown Burbank Metrolink Station exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, the exemption for minor modifications to existing structures involving no expansion of existing use.

Adopt Resolution Approving Contract Documents, Plans and Specs, and Authorize Execution of a Contract for Bid Schedule No. 1519 - Annual Sidewalk Repair Project to Kalban, Inc.; Finding of CEQA Exemption

4. Adoption of a Resolution Approving Contract Documents, Plans and Specifications, and Authorizing Execution of a Contract for Bid Schedule No. 1519 - Annual Sidewalk Repair Project in Zones 15, 16, 17 and 18 to Kalban, Inc.; Finding of CEQA Exemption (14 CCR § 15301)

   RESOLUTION NO. 24-29,504
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS, AND AUTHORIZING EXECUTION OF A

CONTRACT FOR BID SCHEDULE NO. 1519 – ANNUAL SIDEWALK REPAIR PROJECT (ZONES 15 – 18), TO KALBAN, INC.

Approve 2023 General Plan Annual Progress Report and 2023 Housing Element Annual Progress Report

5. Approval of the 2023 General Plan Annual Progress Report and 2023 Housing Element Annual Progress Report

   1. Approve the 2023 General Plan Annual Implementation Progress Report.

   2. Approve the 2023 Housing Element Annual Progress Report.

Adopt Resolution Approving Contract Documents and Awarding a Construction Contract for Bid Schedule No. 1522 – Downtown Metrolink Station Waterproofing & Elevator Modernization to Courts Construction Co., Inc.; Finding of CEQA Exemption; and Amending the Fiscal Year 2023/24 Budget

6. Adoption of a Resolution Approving Contract Documents and Awarding a Construction Contract for Bid Schedule No. 1522 – Downtown Metrolink Station Waterproofing & Elevator Modernization to Courts Construction Co., Inc.; Finding of CEQA Exemption (14 CCR § 15301); and Amending the Fiscal Year 2023/24 Budget

   RESOLUTION NO. 24-29,505
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS, AND AUTHORIZING EXECUTION OF A CONTRACT FOR BID SCHEDULE NO. 1522 - DOWNTOWN METROLINK STATION WATERPROOFING & ELEVATOR MODERNIZATION TO COURTS CONSTRUCTION CO., INC.; AND APPROVAL OF BUDGET AMENDMENT.

Approve 1st Amendment to City Attorney Employment Agreement between the City and Joseph H. McDougall Approving a 7% Annual Salary Increase

7. Approval of a First Amendment to the City Attorney Employment Agreement between the City of Burbank and Joseph H. McDougall Approving a 7% Annual Salary Increase

   Approve a First Amendment to the City Attorney Employment Agreement between the City of Burbank and Joseph H. McDougall approving a 7% Annual Salary Increase.

Approval to Excuse Absences of Infrastructure Oversight Board Member

8. Approval to Excuse Absences of Infrastructure Oversight Board Member

   Excuse the absences of Infrastructure Oversight Board Member Shaunt Kodaverdian.

REPORTS TO COUNCIL:

Approve Cooperative Agreement with Metro for the Design and Construction of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project

9. Approval of a Cooperative Agreement with the Metropolitan Transportation Authority for the Design and Construction of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project

Staff Report

David Kriske, Assistant Community Development Director - Transportation & Planning; Tito Corona, Metro Community Relations Manager; Scott Hartwell, Metro Project Manager – Planning; Anthony DeFrenza, Metro Senior Director – Program Management; Mark VanGessel, Metro Executive Officer – Program Management; Danny

Alvarez, Fire Chief; and Lisa Kurihara, Senior Assistant City Attorney, presented the PowerPoint presentation and responded to City Council inquiries.

Public Comment

Public Comment:
Appearing to comment were: Emily Payne, Bart Reed, Steve Wisner, Joshua Ericson, Deserie Lamp, Josh Christensen, Crispin Carrasco, Joe Fuchs, Erin Rein, Tyler Samples, Tino Dimperio, Tiffany Liu, Shea Ramsey, Herbert Hardy, Karen Ross, Ron Nelson, Jason Lewis, Cherryl Weaver, Mary O'Hare, Paul Herman, Ana Carrion, David Donahue, Jo Pimienta, Hunter Gibson, Nathan Adair, Matt Fabius, Andre Dionysian, Eddy Polon, George Gabel, Harry Timuryan, Brittany Curran, Judy Kim, Kevin McCarney, Scott Howard, Denny Zane, Kreigh Hampel, Rob Davis, Liz Bax, and Betty Porto.

Meeting recessed/ reconvened

The City Council Meeting recessed at 10:08 p.m. and reconvened at 10:18 p.m.

Council Members voted by consensus to continue with City business past 11:00 p.m.

Council Action:

Motion No. 1

It was moved by Council Member Konstantine, seconded by Council Member Mullins, and carried 5-0 by roll call vote, to

1. Approve a Cooperative Agreement with the Metropolitan Transportation Authority for the Design and Construction of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project, subject to incorporation of the City's redline changes excluding the mixed-flow lane redline changes on pages 1-32 and 1-33.

2. Direct staff on whether to require a more detailed project description in the Agreement which specifies the inclusion of mixed-flow lanes on Olive Avenue between Buena Vista Street and Lake Street.

Motion No. 2

It was moved by Council Member Konstantine, seconded by Vice Mayor Perez, and carried 5-0 by acclamation, to form a City Council ad hoc subcommittee on bus rapid transit to discuss the City's remaining concerns and necessary neighborhood protections with Metro.

Motion No. 3

It was moved by Council Member Konstantine and failed for lack of a second, to appoint Council Member Takahashi and Vice Mayor Perez to serve on the ad hoc committee.

Motion No. 4

It was moved by Council Member Konstantine, seconded by Council Member Takahashi, and carried 5-0 by acclamation, to appoint Council Members Takahashi and Mullins to serve on the ad hoc committee.

Council Comments

COUNCIL COMMENTS:
Council Members reported out on Council committee assignments and attendance at conferences, regional meetings, and community events.

Introduction of Additional Agenda Items

INTRODUCTION OF ADDITIONAL AGENDA ITEMS:

Council Member Takahashi requested a first step report on establishing a Downtown Burbank Metrolink transit hub committee.

Mayor Schultz requested a white paper memo regarding the budget for translation services at City Council meetings.

Adjournment

ADJOURNMENT:

There being no further business to come before the City Council, the meeting was adjourned at 1:09 a.m., to Wednesday, April 3, 2024, for a Joint Meeting with the Burbank Unified School District in the Community Services Building, Room 104 - 150 North Third Street, First Floor.

s/Kimberley Clark
Kimberley Clark
City Clerk

s/Nick Schultz
Nick Schultz
Mayor

APPROVED DATE: April 23, 2024

Amended Petition and Complaint

EXHIBIT F

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: January 27, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Fred Ramirez, Assistant Community Development Director, Planning
David Kriske, Assistant Community Development Director, Transportation
Scott Plambaeck, Planning Manager
BY: Amanda Landry, Principal Planner
Greg Mirza-Avakyan, Senior Planner
Marcos Fuentes, Senior Transportation Planner

SUBJECT: Discussion of Senate Bill 79 (SB 79) and its Potential Impacts on the City of Burbank

RECOMMENDATION

1. Direct staff to pursue clean-up language for SB 79 via the legislative process and coordination with applicable State representatives.
2. Direct staff to continue to pursue discussions with the Southern California Association of Governments (SCAG) regarding the official SB 79 eligibility maps and with Metro regarding potential impacts to the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (BRT).
3. Direct the Community Development Department (CDD) staff to revise/update the housing development process to ensure timely and efficient processing of housing development applications, consistent with SB 79.

EXECUTIVE SUMMARY

Senate Bill 79 (SB 79) is a recently enacted state law (Attachment 1) that was signed by the Governor on October 10, 2025 and takes effect on July 1, 2026. SB 79 is intended to facilitate transit-oriented housing development by establishing new development standards near qualifying transit facilities and is expected to have broad implications for local land use planning. Staff anticipates that SB 79 may present significant challenges

related to development intensity, utilities, infrastructure, capacity and environmental review, and may introduce additional complexity to ongoing planning efforts. These newly imposed impacts will result in significant environmental concerns that need to be analyzed and considered under the California Environmental Quality Act (CEQA) wherever it applies. SB 79, as with any newly introduced state-imposed mandates to local planning efforts, introduces a potential new layer of complexity to the Specific Plans currently in development.

This report provides an overview of SB 79, its current and potential future applicability in Burbank, possible implications on City planning efforts, and staff's recommended next steps. As the law has generated significant discussion and has a likely potential for future amendment, the analysis in this report is speculative and based on assumptions which may later be proven false or change. Staff will return to the Council with additional analysis as the law's meaning is clarified but recommends at this time that the City Council direct staff to continue to pursue legislative clarification and engage with SCAG and Metro about SB 79's application.

BACKGROUND

Broadly, SB 79 facilitates transit-oriented development by allowing a housing development within a specified radius of an existing or proposed major transit-oriented development (TOD) stop, on a qualifying site zoned for residential, mixed, or commercial development. In addition, SB 79 also creates two "Tiers" of transit stops, depending on the level of and type of transit service, and prescribes minimum densities and heights to each.

Transit Oriented Development Stop Definition

SB 79 defines two tiers of TOD stops:

- Tier 1: Within an urban transit county (meaning a county with more than 15 passenger rail stations) served by heavy rail transit or very high frequency commuter rail.
- Tier 2: (excluding Tier 1) Within an urban transit county served by light rail transit, high-frequency commuter rail, or by Bus Rapid Transit (as defined in Public Resources Code Section 21060.2).

Possible TOD Exclusions

SB 79 includes limited disqualifying criteria that are only applicable in certain circumstances including within Very High Fire Hazard Severity Zones (VHFHSZ). The map in Attachment 2 identifies relevant excluded areas in Burbank.

Other Relevant Qualifying Criteria

To qualify for SB 79, a project must:

- Be in a county with at least 16 passenger rail stations;
- Be sited on a property where residential, mixed, or commercial uses are allowed;
- Be within one-half mile of a TOD Stop;
- Include at least five residential units to meet the Housing Accountability Act (HAA) definition of a "housing development project" (Gov. Code Section 65589.5) including other relevant qualifying square footage or affordability requirements;
- Meet a minimum density of 30 dwelling units per acre (du/ac) or comply with the minimum density set by applicable local zoning, whichever is greater;
- Limit the average total floor space for units to 1,750 net habitable square feet;
- Comply with state law regarding the demolition of protected housing units; and
- Comply with local demolition/anti-displacement ordinances and inclusionary zoning, provided such requirements do not preclude SB 79's standards.

SB 79 Limitations

SB 79 also establishes several limitations:

- May not include any hotel or similar uses.
- SB 79 projects cannot require the demolition of rent-controlled or price-controlled housing if there are (or were) more than two units on the project site and the units (i) have been occupied within the past seven years or (ii) were demolished within seven years before a development application is submitted.
- Projects must comply with anti-displacement requirements under the Housing Crisis Act of 2019 (Gov. Code § 66300.6), and any and all local implementation program, and anti-displacement standards.
- Projects near airports must meet additional requirements regarding height, noise, and safety standards.
- Projects exceeding 85 feet in height must meet prevailing wage requirements, and additional "skilled and trained workforce" requirements may apply.
- Ministerial vs. Discretionary – SB 79 allows applicants to submit housing development applications through the City's local (typically discretionary) entitlement process, or through the SB 35/SB 423 State-streamlined ministerial approval process (requires all workforce requirements of SB 35/SB 423 regardless of height).

Other Relevant Provisions of SB 79

SB 79 mandates that eligible housing developments be permitted up to the maximum height, density and floor area ratios prescribed by the bill. Housing projects are eligible for increased density, height and floor area if they are within one-half mile of a qualifying transit stop, with additional benefits for projects within one-quarter mile. Additional

benefits arise with the quality and frequency of service. Base height and density allowances are summarized in the table below:

TOD Stop	Proximity Zone	Max Height	Max Density
Tier 1 TOD Stop	Adjacent	95 feet	160 du/ac
	Within ¼ Mile	75 feet	120 du/ac
	Between ¼ and ½ Mile (in cities with population >35,000)	65 feet	100 du/ac
Tier 2 TOD Stop	Adjacent	85 feet	140 du/ac
	Within ¼ Mile	65 feet	100 du/ac
	Between ¼ and ½ Mile (in cities with population >35,000)	55 feet	80 du/ac

"Adjacent" means within 200 feet of any pedestrian access point to a TOD stop.

- Projects that qualify for SB 79's increased density may use the "base density" to receive a density bonus, waiver or concession under State Density Bonus Law (SDBL). SB 79 projects that qualify for one or more additional incentives and concessions under SDBL, depending on the income level of affordable housing provided. However, unlike regular SDBL projects, local governments are not required to grant SDBL waivers or concessions to exceed SB 79's height limits.

- A project meeting the requirements of SB 79, as well as applicable local standards that do not alone or in concert prevent achieving SB 79's standards, is deemed consistent with local standards, policies, plans and ordinances applicable to the project for purposes of the HAA, notwithstanding any contrary local standards. Beginning Jan. 1, 2027, a local government that denies a SB 79 project located in defined "high-resource"[1] areas would be presumed in violation of the HAA and liable for penalties pursuant to the HAA.

- Although SB 79 does not itself create a specific CEQA-exempt ministerial approval process, such projects may qualify for streamlining under SB 35 with lower affordability obligations. Where SB 79 projects do not qualify for SB 35's CEQA-exempt process, other CEQA exemptions may apply.

[1] A "High-resource area" means an area designated as highest resource or high resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the Department of Housing and Community Development.

SB 79 Application Processing

Developers electing to utilize SB 79 for a housing development project at a qualifying location have the option to use a local entitlement process or choose the streamlined ministerial review process established in SB 35/SB 423. In Burbank, the local entitlement process would include, at a minimum, Development Review (DR), and depending on the overall scope of the project, may also require an Administrative Use Permit (AUP). DR is administrative level discretionary review, by CDD Director (Director) and includes public notification and a community meeting. Through DR, a project is reviewed for consistency with all applicable objective development standards, and conditions of approval may be imposed to ensure compliance with said standards.

An AUP is a discretionary review, with the Director serving as the review authority. The process includes public notification, and if appealed, a public hearing before the Planning Commission. Through the AUP process, a project is reviewed for consistency with all applicable objective development standards and for its ability to satisfy established "findings", necessary for approval. Conditions of approval may be imposed to ensure compliance with applicable objective development standards or all that required findings can be made.

The SB 35/SB 423 process provides a state-mandated streamlined ministerial review of housing projects, which meet specified eligibility criteria, including, but not limited to, environmental screening, affordability requirements, and workforce programs that include, among other things, the requirement to pay prevailing wage to construction workers. The SB 35/SB 423 process includes an initial step of submitting a Notice of Intent to submit an application, and consultations with California Native American Tribes. Like the DR process, the Director serves as the approving authority. There is less public oversight, and projects must be approved if consistent with applicable objective development standards. A developer chooses which application to submit based upon many factors.

SB 79 vs Other State Mandated Streamlined Ministerial Reviews

While SB 79 shares some common features, with other existing State land use laws intended to facilitate the development of housing, such as SB 35/SB 423 and AB 2011, there are some significant differences. A comparison is included in Attachment 3.

Penalties for Non-Compliance

Beginning January 1, 2027, a local government that denies a qualifying SB 79 housing development project located in a "high-resource area" shall be presumed to be in violation of the HAA and immediately liable for penalties pursuant to subparagraph (B) of paragraph (1) of subdivision (k) of Section 65589.5 of the Government Code, unless the local government demonstrates, pursuant to the standards in subdivisions (j) and (o) of Section 65589.5, that it has a health, life, or safety reason for denying the project.

A City that fails to approve housing development projects, or process applications timely, in accordance with the state housing laws, are also subject to the following penalties:

- De-certification of the 2021-2029 Housing Element
- Builders remedy
- City-wide development restrictions
- Legal challenges

Related Ongoing Legislative Actions – SB 677

In January 2025, Senator Wiener introduced SB 677 as a "clean-up" bill for SB 79. Proposed amendments do not appear to significantly modify the impacts of SB 79 on the City. However, staff is collaborating with Emanuels Jones and Associates to craft specific feedback to the state legislators regarding additional amendments, such as clarification on site eligibility, differentiation between residential and non-residential FAR, and additional definitions specifically related to the BRT

DISCUSSION

In discussions with the neighboring jurisdictions of Glendale and Pasadena on the impacts of SB 79, staff believe the current version of the law could result in significant impacts to the City's land use planning, infrastructure, and the Metro BRT project as detailed below.

Location of TOD Stops in Burbank

Staff has evaluated transit facilities within the City using the law's definitions, service thresholds, and operational criteria for qualifying Tier 1 and Tier 2 TOD stops and determined that there are no Tier 1 stops in Burbank and that there are currently present or have the potential to be present within the City three transit stops that do or would qualify as SB 79 Tier 2 TOD stops (Attachment 4):

1. The Downtown Burbank Metrolink Station[2], which meets the statutory threshold for high-frequency commuter rail service (a rail link operating at least 48 trains per day in both directions; and
2. The future BRT stops[3] at Glenoaks Boulevard and Alameda Avenue, which are planned to operate with dedicated transit lanes and peak-period service frequencies consistent with Tier 2 requirements.

Two additional future BRT stops – at the Hollywood Way / Olive Avenue intersection and the San Fernando Blvd / Olive Avenue intersection – may qualify as SB 79 Tier 2 TOD

[2] Increased train frequency serving the Station could upgrade this Tier 2 stop to a Tier 1 TOD stop, subject to timing, funding, and implementation.

[3] Note that all BRT stops were planned and evaluated in the absence of SB 79, which presents new information and a substantial change to the BRT project along with potential significant and unavoidable impact on infrastructure anticipated with its invitation to housing development growth.

stops but remain contingent on future action (designation of full time bus lanes) as well as interpretation of current SB 79 language, for BRT service, and likely require additional environmental review to consider SB 79's impacts.

All other existing City Metrolink stations, bus stops and proposed BRT stops likely do not meet the required service thresholds or operate in conditions that satisfy the statute's TOD stop definitions. However, SB 79 provides that transit facilities may qualify as TOD stops if they are in existence by July 1, 2026, or are identified in an applicable Regional Transportation Improvement Program (RTIP). In this context, Metrolink's SCORE Program plans to increase service on the Antelope Valley and Ventura County lines to 30-minute headways by 2028. If these increased service goals are met, two additional Tier 2 TOD stops could be established around the Burbank Airport South and North Metrolink Stations.

SB 79 requires SCAG, as the region's designated Metropolitan Planning Organization (MPO), to prepare and publish the official regional map identifying all qualifying TOD stops and their respective tier classifications. The City's analysis and identification of qualifying TOD stops presented above reflects staff's current interpretation of SB 79 based on available statutory definitions, service data, and planned transit improvements, and is subject to refinement upon publication of SCAG's official mapping. City staff will need to coordinate with SCAG staff to ensure a consistent understanding of SB 79's TOD definitions, service criteria, and applicability within the City, particularly in relation to the BRT project, which requires a detailed understanding of the project's design to determine whether a BRT stop qualifies. A draft map depicting land use and zoning conditions within half- and quarter-mile around the TOD stops are included as Attachment 5.

Potential Impacts and Implications of SB 79 in TOD Areas

Qualifying TOD stops establish a half-mile radius within which eligible residential, commercial, and mixed-use sites could allow development projects subject to the statute's zoning standards and development incentives. Within a half mile of Burbank's qualifying Tier 2 TOD stops, specifically the Downtown Burbank Metrolink Station and the Glenoaks Boulevard/Alameda Avenue BRT stops, there are just under 3,000 parcels. Of these, 1,304 parcels are within a quarter mile of a Tier 2 TOD stop, and 124 parcels are directly adjacent to pedestrian access points serving a Tier 2 TOD stop. Of the residentially zoned parcels within these TOD areas, fewer than 300 parcels are zoned exclusively for single-family residential use, with an average parcel size of approximately 7,000 square feet. Many of the remaining parcels are zoned Industrial. Most Industrially zoned sites do not allow housing by-right; therefore, any housing project in these zones would require a state-mandated approval process under SB 35/SB 423, which requires prevailing wage and other workforce standards that significantly increase cost. In addition, the existing General Plan allowable density in some industrially zoned areas near TOD stops is already higher (87 units/acre) than the half mile required density under SB 79 (80

units/acre). Under SB 79, only a few parcels east of the 5 would see a marginal increase in density under SB 79.

If the two additional BRT stops at Hollywood Way / Olive Avenue and San Fernando Boulevard / Olive Avenue were to qualify as TOD stops, the number of affected parcels would increase primarily in the Media District, within a half mile of the westbound stop at Hollywood Way / Olive Avenue, and in the Hillside area, within a half-mile of the BRT stop at San Fernando Boulevard/Olive Avenue.

BRT Project and SB 79

As discussed, several potential SB 79 Tier 2 sites rely on the design and construction of the BRT project, Metro's planned east–west transit corridor extending approximately 18 miles between the North Hollywood B Line / G Line Metro Station and the A Line in Pasadena, passing through the cities of Los Angeles, Burbank, Glendale, and Pasadena. BRT is high-capacity bus transit that offers fewer stops and speed improvements over a traditional route. Unlike many regional transit projects operating in dedicated right of way, the project uses local street right of way for operations and stations.

Metro's proposed project alignment generally runs along Olive Avenue between the Burbank Media District and Downtown Burbank before continuing east to Glendale and Pasadena via Glenoaks Blvd. The BRT plan includes six stations in Burbank. To achieve higher speeds and capacities, BRT can operate in dedicated bus lanes as well as mixed-flow with regular traffic; in Burbank, Metro's proposed route is to operate in both configurations. BRT is currently in the design phase, with construction activities estimated to begin sometime in 2026, with the entire BRT set to be operational in late 2027.

In the context of SB 79, BRT is a bus service within an urban transit county, that operates in full-time dedicated bus lanes or within a separate right-of-way dedicated to public transportation and provides peak-period service at intervals of 15 minutes or less during the morning and afternoon commute periods. As such, staff's understanding is that some of the BRT stops planned for Burbank *could* qualify as SB 79 TOD Tier 2 stops, and depending on whether the stops are served by dedicated bus lanes or mixed flow operations. One stop at Glenoaks Boulevard / Alameda Avenue intersection *would* qualify as a TOD stop because it is served by dedicated bus lanes. However, two other stops – at the intersections of Hollywood Way / Olive Avenue and San Fernando Boulevard / Olive Avenue – *may* qualify as TOD stops because bus lanes terminate at or near the stations but don't provide full bus lane service. Three additional stops in Burbank would not qualify as TOD stops because the bus would operate in mixed-flow lanes. The final determination of whether a transit stop in Los Angeles County is considered a TOD stop is made by SCAG.

Given that the planned BRT project may introduce previously unconsidered qualifying TOD stops within the City of Burbank based primarily on whether bus lanes are constructed or not, and because, unlike a rail transit stop, bus lanes are easily designated and removed based on the ongoing operation of a street, the City should actively engage with SCAG, Metro, and its state legislative delegation to seek further clarity on how BRT will be applied in Burbank based on the fact that bus lanes are planned to be implemented sporadically in Burbank and not across the entire BRT project. The City may even wish to consider lobbying for legislation to clarify and potentially remove BRT's that operate on city streets in painted bus lanes from consideration as qualifying SB 79 transit corridors altogether, since the purpose of the legislation is to increase housing density along dedicated transit corridors that are presumed to remain fixed in place, rather than on corridors whose operational characteristics and transit advantages could be compromised through simple striping changes to city roadways in the future.

Further, SB 79–driven development potential associated with the BRT alignment is a substantial change to the circumstances under which the BRT is being undertaken, and new information which was not known and could not have been known at the time the Final Environmental Impact Report was certified as complete. As such, this new development potential was not evaluated by Metro as part of its Environmental Impact Report for the project, cumulative impacts related to increased residential development, particularly with respect to transportation operations, utilities, public services, and other City infrastructure, were not previously analyzed and may create significant adverse impacts on City systems. As a Responsible Agency under CEQA, the City is required to predicate further project approvals in City rights of way on additional environmental review to incorporate the land use changes presented by SB 79 should it apply.

Metro is aware of the potential impacts that the application of SB 79 will would create on the BRT project, including the need for a subsequent environmental review pursuant to CEQA, discussed below. Staff will continue to engage Metro on this issue.

Impact on Current Land Use Planning Projects

In addition to potential BRT impacts, SB 79 may affect current and future City land use planning efforts, including the ongoing Specific Plans.

Media District Specific Plan (MDSP) Update

The MDSP is nearing completion and includes a set of objective development standards that promote contextual design, streamline the development of housing and encourage transit-oriented development. The MDSP land use strategy focuses most residential and non-residential development away from lower scaled neighborhood and in areas where there is, or may be, transit opportunities. This general strategy is consistent with the purpose and intent of SB 79, albeit with lower maximum density and intensity. In addition to establishing objective development standards and facilitating the development of

housing and a robust economy, the MDSP will allow the City to respond to new transit opportunities, like the BRT, however it is not reliant or contingent on it, and is intended to facilitate opportunities for development that are consistent with the community's vision for the area. SB 79 does not change the community's vision, nor undermine the work done to date. An important feature of the MDSP is the inclusion of policies and implementation actions that would incentivize the use of the local regulations and process, over the use of a state option, such as a streamlined ministerial review or SB 79, which may have conditions associated with them that make projects financially or practically infeasible from a developer's perspective.

Downtown TOD Specific Plan (DTODSP) Project

The DTODSP Project is currently in process and will provide a framework for introducing new housing at all levels of affordability, outline strategies for improving the bicycle and pedestrian networks, and develop objective standards for future development in Downtown Burbank. The DTODSP land use strategy focuses new residential and non-residential development in the downtown core, to the east of the Burbank Downtown Metrolink Station, either maintaining the existing 87 du/acre residential development potential or proposing a 110 du/acre residential development potential on key sites, such as within the Burbank Town Center or along the First Street corridor. This general strategy is consistent with the purpose and intent of SB 79. In addition to establishing objective development standards and facilitating the development of housing and a robust economy, the DTODSP will allow the City to respond to new transit opportunities, like the BRT, however it is not reliant or contingent on it, and is intended to facilitate opportunities for development that are consistent with the community's vision for the area. With respect to the potential for developers to utilize SB 79, an important feature of the DTODSP Update is the inclusion of policies and implementation actions that would incentivize the use of the local regulations and process, over the use of a state option, such as a streamlined ministerial review or SB 79, which may have conditions associated with them that make projects financially or practically infeasible from a developers perspective.

Golden State Specific Plan (GSSP)

The Golden State Specific Plan (GSSP) is currently in progress and is intended to provide a comprehensive policy and regulatory framework for future development and mobility improvements in one of the City's employment and transit-oriented areas. Consistent with the *Burbank2035* General Plan, the GSSP focuses growth in proximity to major transit assets, including two Metrolink stations, the Hollywood-Burbank Airport, and a potential High-Speed Rail station, while limiting changes to established residential neighborhoods and accounting for airport-related land use constraints. The GSSP includes a proposed land use strategy and objective development standards that facilitate housing at a range of affordability levels, support a balanced mix of residential, commercial, and industrial uses, and promote connectivity for vehicles, pedestrians, and bicyclists. This overall approach is consistent with the purpose and intent of SB 79, though calibrated to reflect

local conditions, infrastructure capacity, and community vision. Like other City specific plans, the GSSP is anticipated to include policies and implementation actions that incentivize development under the City's local regulatory framework, rather than reliance on state-level options such as SB 79, which may impose conditions that could limit project feasibility or constrain the City's ability to ensure development aligns with community objectives and long-term planning goals.

CEQA Considerations

The environmental review undertaken for the BRT project did not consider any changes to local zoning or land uses such as may be applied to certain stops under SB 79. If aspects of the BRT lane configuration and station placements trigger dramatic increases in residential densities and building heights, worsening potentially significant adverse impacts to utility systems, infrastructure, and services, subsequent environmental review will be necessary. SB 79's relevance to the BRT would be a substantial change to the circumstances under which it is undertaken.

Environmental reports for the BRT were circulated in 2020 and approved in 2022 but were limited to analyzing the operation of a bus rapid transit service and stations within existing City roadways. No environmental impacts were assessed related to SB 79 eligible development containing supercharged residential densities within one-half mile of a TOD stop that could be developed starting July 2026. As such, the enactment and potential application of SB 79 to the BRT is a substantial change to the circumstances under which the BRT is being undertaken, and new information, which was not known and could not have been known at the time the environmental impact report was certified as complete.

Aside from the BRT, CDD and CAO staff are also evaluating but have not determined whether the application of SB 79 in specific plan areas needs further CEQA analysis.

Possible Land Use Planning Alternatives

Based upon the current understanding of the law and its local application, staff believes the following options are available in response to SB 79:

Maintain Status Quo and Continue to Pursue Legislative Clarification

This option does not require an ordinance to rezone affected areas, though properties zoned for residential, mixed, or commercial use falling within half- and quarter-mile of a Tier 1 or Tier 2 TOD stop will automatically be eligible to use SB 79's state-mandated height and density. The City will not be able to exempt any properties beyond the limitations set by SB 79 criteria (see "SB 79 Limitations" above). Staff can anticipate which properties may be SB 79 eligible, and SB 79 could result in the addition of a significant number of potential units within the affected areas.

This option maintains ongoing land use planning efforts and enables the City to effectively respond to housing development projects submitted under SB 79 by utilizing existing City regulations and objective development standards. This will allow the City to immediately respond to housing development project applications submitted on day one (July 1, 2026) using current staffing and tools. SB 79 adds to the myriad state housing law review timelines, and this option will help the City avoid the significant associated consequences of failing to meet those deadlines. This option would be enhanced by more direct coordination between staff reviewing housing development projects. Under this option, staff will continue to pursue legislative responses to local concerns. Staff has a list of comprehensive amendments or clarifications necessary to address local concerns and is currently working with California Public Policy Group to communicate these concerns to the appropriate representatives. This option is the least disruptive to the City's current ongoing efforts to complete Specific Plans in a timely fashion.

Adopt an "Alternative Plan"

SB 79 specifies that local governments may implement an alternative plan adopted through the Housing Element (HE), a program to implement the HE, a Specific Plan, Zoning Overlay or Ordinance to address its provisions. Requirements for such alternative plans are listed in Attachment 6.

The Alternative Plan option allows for an extended exemption (until the following housing element cycle which would begin in 2029) of certain properties from SB 79 eligibility; however, the criteria for exemption are quite narrow. Single-Family zoning would still need to be upzoned to at least 50% of the SB 79 density, unless located in the VHFSZ. An advantage of this option is that it can temporarily minimize the added SB 79 density in low-density and single-family neighborhoods; however, that density must redistributed to other parts of the SB 79 coverage area, which may require difficult Council decisions. Furthermore, this option requires permanent rezoning of the properties in question, which may present challenges if the state law on this matter changes again. Lastly, this option requires the City to restart the analysis of the proposed densities in the Specific Plan areas, an effort that will delay the expected adoption of the Specific Plans by at least six-months, if not longer, at an unknown cost.

Adopt a "Simple" Local Ordinance

A simple local ordinance with fewer exemptions than the Alternative Plan is an option if a community does not have existing objective standards for residential and mixed-use development in nonresidential zones, and extensive pedestrian infrastructure, including near transit stops. As such, this option is not beneficial to Burbank at this time, as the City has these features.

Adopt a "Delayed Effectuation" Local Ordinance

Local governments may choose to adopt a delayed effectuation ordinance, which must be adopted prior to the effective day (July 1, 2026) separate from, but can be parallel to, a "simple" local ordinance. This option allows delaying effectuation of SB 79 for certain areas (areas with existing high density, low resource communities, and specific sites within sensitive areas – VHFHSZ) until 2030 (one year after 7th revision to HE). This option requires up-front analysis to see if currently Burbank's allowable density in areas can qualify for delayed effectuation (R-1 zones in high-resource areas will be difficult to exempt). This option limits how much density can be shifted around and requires modeling to analyze local development potential versus SB 79 with very narrow criteria to make sites ineligible for SB 79. An Alternative Plan would then need to be adopted to make these exemptions permanent. To utilize this option, a city must submit a draft ordinance to HCD 14 days prior to adoption and again within 60 days of enactment, for a 90-day review, and subsequently amend the ordinance pursuant to HCD's findings.

This option has limited benefit to Burbank. Under staff's current interpretation of SB 79, those parcels within the City within a VHFHSZ or in a Flood Risk Area are currently already ineligible for SB 79 as they fall outside TOD stop radius. Other parts of the City typically considered sensitive to development, such as R-1 zones, cannot be exempted and may only be downzoned to 50% of the allowable capacity under SB 79. Finally, the administrative effort to conduct the density analysis before the effective date of July 1, 2026, would be considerable and staff resources would be diverted from other critical ongoing planning efforts.

COMMUNITY OUTREACH

Throughout 2025, the Council heard from several members of the public about SB 79 who consistently emphasized concerns about the City being forced to facilitate incompatible density and developments in close proximity to lower scaled residential neighborhoods. The City monitored SB 79 throughout the legislative process and issued numerous opposition letters (Attachment 7).

If the Council directs staff to proceed with any of the options listed above that involve the development of an ordinance, such efforts will include community outreach consistent with the City's past practices. The extent of the outreach would depend on Council's requested timelines for directed actions.

ENVIRONMENTAL REVIEW

This staff report provides information about the local implications of SB 79 and has no potential for resulting in a direct or indirect physical change to the environment and falls outside the definition of a "project" under the CEQA and is therefore not subject to CEQA pursuant to Section 15378 of Title 14 of the California Code of Regulations.

FISCAL IMPACT

The total fiscal impact of future implementation of SB 79 to the City's General Fund is currently unknown. SB 79 projects can be reviewed through the DR and/or AUP process or via a streamlined ministerial review under the provisions of SB 35, which will not impact the General Fund as the City has already established application fees for DR, AUPs and streamlined ministerial applications.

However, there will be some impact to the General Fund if Council directs staff to pursue the development of an Alternative Plan, a local ordinance, or pursue other further actions. The approximate costs associated with these options are unknown but likely to exceed $750,000 based on recent costs associated with similar recent expedited land use planning or legal costs.

Indirect costs associated with pursuing the above options include re-prioritization staff, delays to ongoing planning efforts, and impacts to core planning services due to the shifting of staff to SB 79 related services. Delays in completion of the Specific Plans could result in the loss of associated grant funding.

CONCLUSION

SB 79 becomes effective on July 1, 2026. Although the law contains many uncertainties, the City must be prepared to implement in a way that benefits the community. Staff recommends that Council direct staff to pursue policy clarifications to SB 79, lobby the legislature for a clean-up bill to clarify SB 79's applicability to BRT, and if necessary, solicit further environmental review as outlined above, and have CDD staff facilitate the review of housing development projects to ensure the City is able to respond to future housing development applications submitted pursuant to SB 79 or other streamlined ministerial reviews within State-mandated deadlines.

ATTACHMENTS

Attachment 1 – Complete Text of SB 79
Attachment 2 – SB 79 Exclusion Areas (Fire Severity Zone Map)
Attachment 3 – Comparison between SB 79 and Streamlined Ministerial Reviews
Attachment 4 – TOD Stop Land Use Analysis
Attachment 5 – TOD Stop Zoning Analysis
Attachment 6 – Requirements for an "Alternative Plan"
Attachment 7 – City of Burbank Opposition Letters

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 79

CHAPTER 512

An act to add Chapter 4.1.5 (commencing with Section 65912.155) to Division 1 of Title 7 of the Government Code, relating to land use.

[Approved by Governor October 10, 2025. Filed with Secretary of State October 10, 2025.]

LEGISLATIVE COUNSEL'S DIGEST

SB 79, Wiener. Housing development: transit-oriented development.

(1) Existing law, the Planning and Zoning Law, requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that contains certain mandatory elements, including a housing element. Existing law requires that the housing element consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing, as specified. Existing law requires that the housing element include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to the meeting of these needs, including an inventory of land suitable for residential development, as provided. Existing law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as specified, and requires the appropriate council of local governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each locality in the region. Existing law requires the inventory of land to be used to identify sites throughout the community that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need. Existing law requires each local government to revise its housing element in accordance with a specified schedule.

Existing law, the Housing Accountability Act, among other things, requires a local agency that proposes to disapprove a housing development project, as defined, or to impose a condition that the project be developed at a lower density to base its decision on written findings supported by a preponderance of the evidence that specified conditions exist if that project complies with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time that the application was deemed complete. The act authorizes the applicant, a person who would be eligible to apply for residency in the housing development project or emergency

shelter, or a housing organization to bring an action to enforce the act's provisions, as provided, and provides for penalties if the court finds that the local agency is in violation of specified provisions of the act.

This bill would require that a housing development project, as defined, within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified. Among these requirements, the bill would require a project to include at least 5 dwelling units and establish requirements concerning height limits, density, and residential floor area ratio in accordance with a development's proximity to specified tiers of TOD stops, as provided. The bill would require that, for the purposes of the Housing Accountability Act, a proposed development consistent with the applicable standards of these provisions as well as applicable local objective general plan and zoning standards be deemed consistent, compliant, and in conformity with prescribed requirements, as specified. The bill would provide that a local government that denies a project meeting the requirements of these provisions located in a high-resource area, as defined, would be presumed in violation of the Housing Accountability Act, as specified, and immediately liable for penalties, beginning on January 1, 2027, as provided. These provisions would not apply to a local agency until July 1, 2026, except as specified, or within unincorporated areas of counties until the 7th regional housing needs allocation cycle. The bill would specify that a development proposed pursuant to these provisions is eligible for streamlined, ministerial approval pursuant to specified law, except that the bill would exempt a project under these provisions from specified requirements, and would specify that the project is required to comply with certain affordability requirements, under that law.

This bill would require a proposed development to comply with specified demolition and antidisplacement standards; to not be located on sites where the development would require demolition of housing, or that was previously used for housing, that is subject to rent or price controls; to include housing for lower income households, as specified; be consistent with specified height, noise, safety, and fire standards; and meet specified labor standards, as provided. The bill would also authorize a transit agency's board of directors to adopt agency TOD zoning standards for district-owned real property located in a TOD zone, which establish minimum zoning requirements for an agency TOD project, as specified.

Prior to one year following the adoption of the 7th revision of the housing element, this bill would not apply the provisions relating to a housing development project to specified sites for which a local government has adopted an ordinance indicating the site's exclusion, as specified, including a site that is covered by a local TOD alternative plan, as defined, adopted by a local government. For the 7th and subsequent revisions of the housing element, the bill would authorize a local government to include a local TOD alternative plan in its housing element or adopt an alternative plan by

ordinance, as specified. The bill would exempt a jurisdiction that has adopted a compliant local TOD alternative plan from the provisions relating to a housing development, as specified.

This bill would require the Department of Housing and Community Development to oversee compliance with the bill's provisions and would require the department to promulgate standards on how to allow for capacity pursuant to these provisions to be counted in the inventory of land included within a county's or city's housing element, as specified. The bill would authorize each metropolitan planning organization to create a map of designated TOD stops and zones within its region by tier in accordance with these standards, which would have a rebuttable presumption of validity. The bill would authorize a local government to enact an ordinance to make its zoning code consistent with these provisions, as provided. The bill would require the local government to submit a draft of this ordinance to the department for review, at least 14 days prior to adoption of the ordinance. The bill would require the local government to submit a copy of this ordinance to the department within 60 days of enactment and would require the department to review the ordinance for compliance, as specified. If at any time the department finds an ordinance is out of compliance, and the local government does not take specified steps to address compliance, the bill would require the department to notify the local government in writing and authorize the department to notify the Attorney General, as provided.

This bill would define various terms for its purposes and make related findings and declarations.

This bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By increasing the duties of local officials, and by expanding the crime of perjury by requiring the certification of certain information related to labor standards, this bill would impose a state-mandated local program.

(2) This bill would provide that its provisions are severable.

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

The people of the State of California do enact as follows:

SECTION 1. Chapter 4.1.5 (commencing with Section 65912.155) is added to Division 1 of Title 7 of the Government Code, to read:

CHAPTER 4.1.5. TRANSIT-ORIENTED DEVELOPMENT

65912.155. The Legislature finds and declares all of the following:

(a) California faces a housing shortage both acute and chronic, particularly in areas with access to robust public transit infrastructure.

(b) Creating ownership opportunities can be an effective long-term strategy for building wealth and can create a path to financial security.

(c) Building more homes near transit access reduces housing and transportation costs for California families, and promotes environmental sustainability, economic growth, and reduced traffic congestion.

(d) Public transit systems require sustainable funding to provide reliable service, especially in areas experiencing increased density and ridership. The state does not invest in public transit service to the same degree as it does in roads, and the state funds a smaller proportion of the state's major transit agencies' operations costs than other states with comparable systems. Transit systems in other countries derive significant revenue from transit-oriented development at and near their stations.

65912.156. For purposes of this chapter, the following definitions apply:

(a) "Adjacent" means within 200 feet of any pedestrian access point to a transit-oriented development stop.

(b) "Commuter rail" means a public rail transit service not meeting the standards for heavy rail or light rail, excluding California High-Speed Rail and Amtrak Long Distance Service.

(c) "Department" means the Department of Housing and Community Development.

(d) "Heavy rail transit" means a public electric railway line with the capacity for a heavy volume of traffic using high-speed and rapid acceleration passenger rail cars operating singly or in multicar trains on fixed rails, separate rights-of-way from which all other vehicular and foot traffic are excluded, and high platform loading. "Heavy rail transit" does not include California High-Speed Rail.

(e) "High-frequency commuter rail" means a commuter rail service operating a total of at least 48 trains per day across both directions, not including temporary service changes of less than one month or unplanned disruptions, and not meeting the standard for very high frequency commuter rail, at any point in the past three years.

(f) "High-resource area" means an area designated as highest resource or high resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the department.

(g) "Housing development project" has the same meaning as defined in Section 65589.5, but does not include a project of which any portion is designated for use as a hotel, motel, bed and breakfast inn, or other transient lodging. For the purposes of this subdivision, the term "other transient lodging" does not include either of the following:

(1) A residential hotel, as defined in Section 50519 of the Health and Safety Code.

(2) After the issuance of a certificate of occupancy, a resident's use or marketing of a unit as short-term lodging, as defined in Section 17568.8 of the Business and Professions Code, in a manner consistent with local law.

(h) "Light rail transit" includes streetcar, trolley, and tramway service. "Light rail transit" does not include airport people movers.

(i) "Net habitable square footage" means the finished and heated floor area fully enclosed by the inside surface of walls, windows, doors, and partitions, and having a headroom of at least six and one-half feet, including working, living, eating, cooking, sleeping, stair, hall, service, and storage areas, but excluding garages, carports, parking spaces, cellars, half-stories, and unfinished attics and basements.

(j) "Low-resource area" means an area designated as low resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the department.

(k) "Rail transit" has the same meaning as defined in Section 99602 of the Public Utilities Code.

(*l*) "Residential floor area ratio" means the ratio of net habitable square footage dedicated to residential use to the area of the lot.

(m) "Transit-oriented development zone" means the area within one-half mile of a transit-oriented development stop.

(n) "Tier 1 transit-oriented development stop" means a transit-oriented development stop within an urban transit county served by heavy rail transit or very high frequency commuter rail.

(o) "Tier 2 transit-oriented development stop" means a transit-oriented development stop within an urban transit county, excluding a Tier 1 transit-oriented development stop, served by light rail transit, by high-frequency commuter rail, or by bus service meeting the standards of paragraph (1) of subdivision (a) of Section 21060.2 of the Public Resources Code.

(p) "Transit-oriented development stop" means a major transit stop, as defined by Section 21064.3 of the Public Resources Code, and also including stops on a route for which a preferred alternative has been selected or which are identified in a regional transportation improvement program, that is served by heavy rail transit, very high frequency commuter rail, high frequency commuter rail, light rail transit, or bus service within an urban transit county meeting the standards of paragraph (1) of subdivision (a) of Section 21060.2 of the Public Resources Code. When a new transit route or extension is planned that was not identified in the applicable regional transportation plan on or before January 1, 2026, those stops shall not be eligible as transit-oriented development stops unless they would be eligible as Tier 1 transit-oriented development stops. If a county becomes an urban transit county subsequent to July 1, 2026, then bus service in that county shall remain ineligible for designation of a transit-oriented development stop.

(q) "Urban transit county" means a county with more than 15 passenger rail stations.

(r) "Very high frequency commuter rail" means a commuter rail service with a total of at least 72 trains per day across both directions, not including temporary service changes of less than one month or unplanned disruptions, at any point in the past three years.

65912.157. (a) A housing development project shall be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development within one-half or one-quarter mile of a transit-oriented development stop, if the development complies with the applicable of all of the following requirements:

(1) A transit-oriented housing development project allowed under this chapter shall include at least five dwelling units and meet the greater of the following:

(A) A minimum density of at least 30 dwelling units per acre.

(B) The minimum density required under local zoning, if applicable.

(2) The average total area of floor space for the proposed units in the transit-oriented housing development project shall not exceed 1,750 net habitable square feet.

(3) For a transit-oriented housing development project within one-quarter mile of a Tier 1 transit-oriented development stop, all of the following apply:

(A) A local government shall not impose any height limit less than 75 feet.

(B) A local government shall not impose any maximum density of less than 120 dwelling units per acre.

(C) A local government shall not enforce any other local development standard or combination of standards that would physically preclude achieving a residential floor area ratio of up to 3.5.

(D) A development that achieves a minimum density of 90 dwelling units per acre and that otherwise meets the eligibility requirements of Section 65915, including, but not limited to, affordability requirements, shall be eligible for additional concessions pursuant to Section 65915, as specified in subdivision (d).

(4) For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 1 transit-oriented development stop, and within a city with a population of at least 35,000, all of the following apply:

(A) A local government shall not impose any height limit less than 65 feet.

(B) A local government shall not impose any maximum density standard of less than 100 dwelling units per acre.

(C) A local government shall not enforce any other local development standard or combination of standards that would physically preclude achieving a residential floor area ratio of up to 3.

(D) A development that achieves a minimum density of 75 dwelling units per acre and that otherwise meets the eligibility requirements of Section 65915, including, but not limited to, affordability requirements, shall be eligible for additional concessions pursuant to Section 65915, as specified in subdivision (d).

(5) For a transit-oriented housing development project within one-quarter mile of a Tier 2 transit-oriented development stop, all of the following apply:

(A) A local government shall not impose any height limit less than 65 feet.

(B) A local government shall not impose any maximum density standard of less than 100 dwelling units per acre.

(C) A local government shall not enforce any other local development standard or combination of standards that would physically preclude achieving a residential floor area ratio of up to 3.

(D) A development that achieves a minimum density of 75 dwelling units per acre and that otherwise meets the eligibility requirements of Section 65915, including, but not limited to, affordability requirements, shall be eligible for additional concessions pursuant to Section 65915, as specified in subdivision (d).

(6) For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 2 transit-oriented development stop, and within a city with a population of at least 35,000, all of the following apply:

(A) A local government shall not impose any height limit less than 55 feet.

(B) A local government shall not impose any maximum density standard of less than 80 dwelling units per acre.

(C) A local government shall not enforce any other local development standard or combination of standards that would physically preclude achieving a residential floor area ratio of up to 2.5.

(D) A development that achieves a minimum density of 60 dwelling units per acre and that otherwise meets the eligibility requirements of Section 65915, including, but not limited to, affordability requirements, shall be eligible for additional concession pursuant to Section 65915, as specified in subdivision (d).

(b) For purposes of this chapter, the distance of a transit-oriented housing development project from a transit-oriented development stop shall be measured in a straight line from the nearest edge of the parcel containing the proposed project to a pedestrian access point for the transit-oriented development stop.

(c) A local government may still enact and enforce standards, including an inclusionary zoning requirement that do not, alone or in concert, prevent achieving the applicable development standards of subdivision (a). A local government shall not adopt any requirement, including, but not limited to, increased fees or inclusionary zoning requirements, that applies to a project solely or partially on the basis that the project is seeking approval as a transit-oriented housing development, except as necessary for the requirements of this chapter.

(d) A transit-oriented housing development project under this section shall be eligible for a density bonus, incentives or concessions, waivers or reductions of development standards, and parking ratios pursuant to Section 65915 or a local density bonus program, using the density allowed under this section as the base density. If a development proposes a height under this section in excess of the local height limit, then a local government shall not be required to grant a waiver, incentive, or concession pursuant to Section 65915 for additional height beyond that specified in this section, except as

provided in subparagraph (D) of paragraph (2) of subdivision (d) of Section 65915. A development shall be eligible for the following additional concessions, if it meets the applicable density threshold specified for its location:

(1) For a development providing housing for extremely low income households, three additional concessions.

(2) For a development providing housing for very low income households, two additional concessions.

(3) For a development providing housing for low-income households, one additional concession.

(e) Notwithstanding any other law, a transit-oriented housing development project that meets any of the eligibility criteria under subdivision (a) and is immediately adjacent to a transit-oriented development stop shall be eligible for an adjacency intensifier to increase the height limit by an additional 20 feet, the maximum density standard by an additional 40 dwelling units per acre, and the residential floor area ratio by 1 prior to the application of Section 65915.

(f) A development proposed pursuant to this section shall comply with Section 66300.6, including any local requirements or processes implementing the provisions of Section 66300.6. This subdivision shall apply to any city or county.

(g) A development proposed pursuant to this section shall comply with any applicable local demolition and antidisplacement standards established through a local ordinance.

(h) A development proposed pursuant to this section shall not be located on either of the following:

(1) A site containing more than two units where the development would require the demolition of housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power that has been occupied by tenants within the past seven years.

(2) A site that was previously used for more than two units of housing that were demolished within seven years before the development proponent submits an application under this section and any of the units were subject to any form of rent or price control through a public entity's valid exercise of its police power.

(i) A development proposed pursuant to this section shall include housing for lower income households by complying with one of the following requirements:

(1) (A) Any of the following:

(i) At least 7 percent of the total units, as defined in subparagraph (A) of paragraph (9) of subdivision (o) of Section 65915, are dedicated to extremely low income households, as defined in Section 50106 of the Health and Safety Code.

(ii) At least 10 percent of the total units, as defined in subparagraph (A) of paragraph (9) of subdivision (o) of Section 65915, are dedicated to very low income households, as defined in Section 50105 of the Health and Safety Code.

(iii) At least 13 percent of the total units, as defined in subparagraph (A) of paragraph (9) of subdivision (o) of Section 65915, are dedicated to lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(B) This paragraph shall not apply to any development of 10 units or less.

(C) All units dedicated to extremely low income, very low income, and low-income households pursuant to subparagraph (A) shall meet both of the following:

(i) The units shall have an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or an affordable rent, as defined in Section 50053 of the Health and Safety Code.

(ii) The development proponent shall agree to, and the local agency shall ensure, the continued affordability of all affordable rental units included pursuant to this section for 55 years and all affordable ownership units included pursuant to this section for a period of 45 years.

(2) If a local inclusionary housing requirement mandates a higher percentage of affordable units or a deeper level of affordability than that described in paragraph (1), then the local inclusionary housing requirement mandate shall apply in place of the requirements in paragraph (1).

(j) A development proposed pursuant to this chapter shall be consistent with the height, noise, and safety standards of an adopted airport land use compatibility plan or Department of Defense Air Installation Compatible Use Zones developed pursuant to Section 21675 of the Public Utilities Code, and of otherwise applicable objective fire safety standards established pursuant to the California Building Code, the California Fire Code, the California, Wildland-Urban Interface Code, the Health and Safety Code, the Public Resources Code, or Chapter 6.8 (commencing with Section 51175) of Part 1 of Division 1 of Title 5 of this code.

(k) Any transit-oriented housing development pursuant to this section shall meet the labor standards of subparagraphs (A), (B), (C), (D), (F), and (G) of paragraph (8) of subdivision (a) of Section 65913.4 for any building over 85 feet in height, which shall be applicable to the building.

(*l*) For purposes of subdivision (j) of Section 65589.5, a proposed housing development project that is consistent with the applicable standards from this chapter, as well as applicable local objective general plan and zoning standards that do not alone or in concert prevent achieving those standards, and as modified by any incentive, concession, or waiver under Section 65915, shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision. This subdivision shall not require a ministerial approval process or modify the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code.

(m) Beginning on January 1, 2027, a local government that denies a housing development project meeting the requirements of this section that is located in a high-resource area shall be presumed to be in violation of the Housing Accountability Act (Section 65589.5) and immediately liable for

penalties pursuant to subparagraph (B) of paragraph (1) of subdivision (k) of Section 65589.5, unless the local government demonstrates, pursuant to the standards in subdivisions (j) and (o) of Section 65589.5, that it has a health, life, or safety reason for denying the project.

(n) This section shall not apply to a local agency until July 1, 2026, unless the local agency adopts an ordinance or local transit-oriented development alternative plan deemed compliant by the department before July 1, 2026. It shall not apply within an unincorporated area of a county until the 7th regional housing needs allocation cycle.

65912.158. (a) For the purposes of this section, "agency transit-oriented development project" means a housing development project or mixed use residential project that meets all of the following requirements:

(1) A minimum of 50 percent of the total square footage of the project is dedicated to residential purposes.

(2) A minimum of 20 percent of the total number of units shall be restricted for the affordable lower income households and shall be subject to a recorded affordability restriction for at least 55 years in the case of rental units and 45 years in the case of owner occupied units, unless a local ordinance or the terms of federal, state, or local tax credit, or other project financing requires a longer period of affordability.

(3) The average total floor area of floor space for the proposed units in the housing development project shall not exceed 1,750 net habitable square feet.

(4) The parcel or parcels on which the project is located is an infill site, as defined in Section 21061.3 of the Public Resources Code.

(5) The transit-oriented development parcels on which the transit-oriented development project would be located was not acquired through eminent domain on or after July 1, 2025.

(6) The parcels on which the transit-oriented development project would be located are owned by the agency and either:

(A) The parcels are adjacent to a transit-oriented development stop for which the agency operates service, or form a contiguous area adjacent to such a transit-oriented development stop.

(B) At least 75 percent of the project area is located within one-half mile of a transit-oriented development stop for which the agency operates service or plans to provide service and was owned by the agency on or before January 1, 2026.

(b) (1) A transit agency's board of directors may adopt by resolution agency transit-oriented development zoning standards for district-owned real property located in a transit-oriented development zone. These standards shall establish minimum local zoning requirements for height, density, residential floor area ratio, and allowed uses, that shall apply to an agency transit-oriented development project, that shall be consistent with Section 65912.157.

(2) Adopted agency transit-oriented development zoning standards shall establish, for each transit station, the lowest permissible maximum standard

for height, density, and residential floor area ratio, and a list of approved residential, retail, and commercial uses.

(3) The agency transit-oriented development zoning standards adopted by the board of directors shall not adopt a lowest permissible maximum standard for density or residential floor area ratio below the level permitted under Section 65912.157, and shall not prohibit residential use.

(4) The agency transit-oriented development zoning standards shall not establish density standards that exceed 200 percent of the maximum density established in Section 65912.157.

(c) The adoption of, and amendments to, the agency transit-oriented development zoning standards shall comply with all of the following:

(1) The transit agency shall hold a public hearing to receive public comment on the proposed agency transit-oriented development zoning standards or proposed changes to the agency transit-oriented development zoning standards. The transit agency shall conduct direct outreach to relevant local governments and to communities of concern around each station. Before or during the scoping meeting, the transit agency shall consult with each local government in which the station is located, as well as any relevant infrastructure agencies. The consultation required pursuant to this section shall include all of the following:

(A) A review of the housing needs of the jurisdiction.

(B) A review of the transit-oriented development approved and built in the past year in the jurisdiction.

(C) A review of any transit-oriented development projects proposed by the transit agency in the jurisdiction for the past year.

(D) A discussion of any obstacles to development of any project proposed by the transit agency.

(2) Not less than 30 days before a public hearing of the board to consider the agency transit-oriented development zoning standards, the transit agency shall provide public notice and make the draft standards available to the public.

(3) The board shall adopt or reject any proposed agency transit-oriented development zoning standards at a publicly noticed meeting of the board not less than 30 days following the original public hearing.

(d) Objective standards adopted pursuant to paragraph (b) shall not preempt or otherwise displace local discretionary standards that apply to hotel, motel, bed and breakfast, or other transient lodging use, including short-term lodging, as defined in Section 17568.8 of the Business and Professions Code. For the purposes of this subdivision, the term “other transient lodging” does not include a residential hotel, as defined in Section 50519 of the Health and Safety Code.

(e) Where local zoning is inconsistent with the agency transit-oriented development zoning standards for a station, the local jurisdiction may adopt a local zoning ordinance that conforms to the transit-oriented development zoning standards.

(f) (1) A local government shall not be required to approve any height limit in excess of the standard for development adjacent to the transit-oriented development stop under Section 65912.157.

(2) The transit agency shall make a finding as to whether the local zoning ordinance conforms to the agency transit-oriented development zoning standards. Local zoning shall remain in place unless the transit agency determines that it does not conform to the agency transit-oriented development zoning standards. If, according to the transit agency's finding, the local zoning ordinance does not conform to the agency transit-oriented development zoning standards after two years of the date that the agency transit-oriented development zoning standards are adopted by the board for that station, the agency transit-oriented development zoning standards shall become the local zoning for any district-owned parcels that are eligible under this section, except for any height limit in excess of the standard for development adjacent to the transit-oriented development stop under Section 65912.157. For each station, a local jurisdiction may update zoning for transit agency-owned land to comply with agency transit-oriented development zoning standards until the time that the transit agency enters into an exclusive negotiating agreement with a developer for an agency transit-oriented development project.

(g) (1) The transit agency's approval of agency transit-oriented development zoning standards shall be subject to review under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code). The district shall serve as the lead agency for California Environmental Quality Act review for transit-oriented development zoning standards.

(2) Any subsequent California Environmental Quality Act review of rezoning to conform with agency transit-oriented development zoning standards, and of eligible transit-oriented development projects proposed and on district-owned land, shall incorporate the environmental review document certified for the transit-oriented development zoning standards consistent with Section 21094 of the Public Resources Code. A public agency shall not prepare an environmental impact report or mitigated negative declaration for rezoning pursuant to paragraph (2) of subdivision (f) to implement agency transit-oriented development zoning standards or for a transit-oriented development project subsequent to the transit agency's certification of an environmental review document for approval of agency transit-oriented development zoning standards unless the public agency finds, based on substantial evidence, that the rezoning or transit-oriented development project creates a significant effect on the environment that was not analyzed in the prior environmental review document, and mitigated or avoided.

(h) A local agency may adopt objective, written development standards, conditions, and policies that apply to development on district-owned property, provided that they demonstrate their consistency with the agency transit-oriented development zoning standards. In the event that the agency transit-oriented development zoning standards, objective planning standards,

general plan, or design review standards are mutually inconsistent, the agency transit-oriented development zoning standards shall be the controlling standards. To the extent that the zoning standards do not resolve inconsistencies, the general plan shall be the controlling standard.

(i) Zoning in effect as a result of this section shall be considered the same as locally approved zoning for all purposes, including the Density Bonus Law and the Housing Accountability Act.

(j) Any agency transit-oriented development project shall comply with the antidisplacement requirements of Section 66300.6.

(k) A local government shall not be required to approve any height limit under this section greater than the height limit specified in this chapter for development adjacent to the relevant tier of a transit-oriented development stop. A transit agency shall not set a maximum height, density, or residential floor area ratio below that which would be allowed for the site under this chapter.

(*l*) If nonresidential development is included in an agency transit-oriented development project, at least 25 percent of the total planned units affordable to lower income households shall be made available for lease or sale and permitted for use and occupancy before or at the same time with every 25 percent of nonresidential development made available for lease or sale and permitted for use and occupancy.

(m) The development applicant for an agency transit-oriented development project proposed pursuant to this section shall certify that the labor standards in paragraphs (8) and (9) of subdivision (a) of Section 65913.4 will be met in project construction, and those standards shall apply if the project is approved by the public agency. Notwithstanding the preceding sentence, this subdivision shall not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement with the transit agency that was entered into before July 1, 2026, that requires the payment of prevailing wages to all construction workers employed in the execution of the development and provides for the enforcement of that obligation through an arbitration procedure. For the purposes of this subdivision, "project labor agreement," has the same meaning as set forth in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.

65912.159. (a) A housing development project proposed pursuant to Section 65912.157 shall be eligible for streamlined ministerial approval pursuant to Section 65913.4 in accordance with all of the following:

(1) The proposed project shall be exempt from subparagraph (A) of paragraph (4) of, and paragraph (5) of, subdivision (a) of Section 65913.4.

(2) The proposed project shall comply with the affordability requirements in subclauses (I) to (III), inclusive, of clause (i) of subparagraph (B) of paragraph (4) of subdivision (a) of Section 65913.4.

(3) The proposed project shall comply with all other requirements of Section 65913.4, including, but not limited to, the prohibition against a site that is within a very high fire hazard severity zone, pursuant to subparagraph (D) of paragraph (6) of subdivision (a) of Section 65913.4.

(b) Any housing development proposed pursuant to Section 65912.157 not seeking streamlined approval under Section 65913.4 shall be reviewed according to the jurisdiction's development review process and Section 65589.5, except that any local zoning standard conflicting with the requirements of this chapter shall not apply.

65912.160. (a) The department shall oversee compliance with this chapter.

(b) The department shall promulgate standards on how to allow for capacity pursuant to this chapter to be counted in a city or county's inventory of land suitable for residential development pursuant to Section 65583.2, no later than July 1, 2026.

(c) (1) A local government may enact an ordinance to make its zoning code consistent with the provisions of this chapter, subject to review by the department pursuant to subdivision (d). This ordinance may include objective development standards, conditions, and policies, applying to transit-oriented housing developments, that are demonstrated by a preponderance of evidence to not physically preclude, alone or in concert, the applicable housing development standards of Section 65912.157.

(2) The ordinance described in paragraph (1) shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(d) If a local government adopts an ordinance to come into compliance with this section, the following provisions shall apply:

(1) (A) At least 14 days prior to adoption of an ordinance pursuant to this section, the local government shall submit a draft ordinance to the department.

(B) The department may review the draft and report its written findings to the planning agency.

(2) A local government shall submit a copy of any ordinance enacted pursuant to this section to the department within 60 days of enactment.

(3) (A) The department shall, within 90 days, review the enacted ordinance, make a finding as to whether the enacted ordinance is in substantial compliance with this section, and report that finding to the local government.

(B) If needed, the department may request an additional 30 days to make a finding as to whether the enacted ordinance is in substantial compliance with this section, and report that finding to the local government.

(C) If the department does not provide written findings to the local government within the review period provided for in this paragraph, the ordinance shall be deemed compliant for the purposes of assessing penalties, including those pursuant to subdivision (m) of Section 65912.157.

(4) If at any time the department determines that the ordinance does not comply with this section, the department shall notify the local government in writing. The department shall provide the local government a reasonable time, not to exceed 60 days, to respond before taking further action as authorized by this section.

(5) The local government shall consider any findings made by the department pursuant to paragraph (4) and shall do one of the following:

(A) Amend the ordinance to comply with this section.

(B) Enact the ordinance without changes. The local government shall include findings in its resolution adopting the ordinance that explain the reasons the local government believes that the ordinance complies with this section despite the findings of the department.

(6) If the local government does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local government and may notify the Attorney General that the local government is in violation of this section.

(e) The ordinance may designate areas within one-half mile of a transit-oriented development stop as exempt from the provisions of this chapter if:

(1) The local government makes findings supported by substantial evidence that there exists no walking path of less than one mile from that location to the transit-oriented development stop.

(2) A local government with at least 15 transit-oriented development stops designates the area as an industrial employment hub. An industrial employment hub shall be a contiguous area of at least 250 acres designated in the jurisdiction's general plan on or before January 1, 2025, as an employment lands area; the parcels within it shall be primarily dedicated to industrial use as defined in paragraph (3) of subdivision (f) of Section 65912.121; and housing shall not be a permitted use on any of the sites so excluded.

(f) Each metropolitan planning organization shall create a map of transit-oriented development stops and zones within its region by tier, as designated under this chapter, in accordance with the department's guidance pursuant to subdivision (b). This map shall have a rebuttable presumption of validity for use by project applicants and local governments.

65912.161. (a) For purposes of this section, "transit-oriented development alternative plan" shall mean a plan adopted by the local agency via the adoption of the housing element, a program to implement the housing element, the adoption of a specific plan, a zoning overlay, or enactment of an ordinance; that brings the local agency into compliance with this chapter and that incorporates all of the following:

(1) A local transit-oriented development alternative plan shall maintain at least the same total net zoned capacity, in terms of both total units and residential floor area, as provided for in this chapter across all transit-oriented development zones within the jurisdiction.

(A) Net zoned capacity in units shall be measured by subtracting the current number of units on the site from the number allowed by the applicable development standards.

(B) Net zoned capacity in floor area shall be measured by subtracting the current developed floor area of the site from the amount allowed by the applicable development standards.

(2) The plan shall not reduce the maximum allowed density for any individual site on which the plan allows residential use by more than 50 percent below that permitted under this chapter, except for sites meeting any of the following criteria:

(A) Sites within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code.

(B) Sites that are vulnerable to one foot of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment.

(C) Sites with a historic resource designated on a local register, so long as sites excluded from the density requirements of this paragraph on that basis do not cumulatively exceed 10 percent of the eligible area of any transit-oriented development zone.

(D) Sites within one-half mile of a Tier 2 transit-oriented development stop shall not have a density below 30 units per acre with a residential floor area ratio of 1.0, except for sites specified in subparagraphs (A) to (C), and should be considered for attached entry level owner occupied housing development opportunities.

(3) The plan shall not reduce the capacity in any transit-oriented development zone in total units or residential floor area by more than 50 percent.

(4) A site's maximum capacity counted toward the plan shall not exceed 200 percent of the maximum density established under this chapter. Any site excluded from the minimum density requirements of subparagraphs (A) to (C) of paragraph (2) shall not be counted toward the plan's capacity. For purposes of this section, calculations regarding capacity, density, and floor area shall include capacity, density, or floor area available under voluntary local housing incentive programs.

(5) A local transit-oriented development alternative plan may consist of an existing local transit-oriented zoning ordinance, overlay zone, specific plan, or zoning incentive ordinance, provided that it meets the requirements of this subdivision.

(b) (1) Prior to one year following the adoption of the seventh revision of the housing element, Section 65912.157 shall not apply to any of the following for which the local government has adopted an ordinance in accordance with Section 65912.160 indicating the site's exclusion:

(A) A site that has been identified by the local jurisdiction which permits density and residential floor area ratio at no less than 50 percent of the standards specified under subdivision (a) of Section 65912.157.

(B) (i) A site in a transit-oriented development zone in which at least 33 percent of sites in the relevant transit-oriented development zone have

permitted density and residential floor area ratio no less than 50 percent of the standards specified under subdivision (a) of Section 65912.157 and which includes sites with densities that cumulatively allow for at least 75 percent of the aggregate density for the transit-oriented development zone specified under subdivision (a) of Section 65912.157.

(ii) A site in a transit-oriented development zone around a transit-oriented development stop that is primarily comprised of a low-resource area which includes sites with densities that cumulatively allow for at least 40 percent of the aggregate density for the transit-oriented development zone specified under subdivision (a) of Section 65912.157.

(iii) A site in an area designated as low resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the department, and within a jurisdiction that cumulatively allows for at least 50 percent of the total capacity for units and floor area as specified under Section 65912.157 across all transit-oriented development zones.

(C) A site that is covered by a local transit-oriented development alternative plan adopted by a local government.

(D) Sites within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code.

(E) Sites that are vulnerable to one foot of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment.

(F) Sites with a historic resource designated as of January 1, 2025, on a local register.

(2) A local government that has adopted an ordinance pursuant to this subdivision shall indicate on its public zoning map which sites or transit-oriented development zones are and are not covered by Section 65912.157.

(c) (1) For the seventh and subsequent revisions of the housing element, a local government may include a local transit-oriented development alternative plan in any of the following ways:

(A) (i) Include a local transit-oriented alternative plan in its housing element. When a local government includes a transit-oriented development alternative plan in its housing element the plan shall include an analysis of how the plan maintains at least an equal feasible developable housing capacity as the baseline established by this chapter.

(ii) If a local government adopts a housing element that the department has determined to be compliant with this section, then any action to enforce or implement a compliant housing element shall be subject to applicable provisions of housing element law (Article 10.6 (commencing with Section 65580) of Chapter 3).

(iii) The initial submission of a transit-oriented development alternative plan shall be included in the local government's first draft submittal

referenced in subparagraph (C) of paragraph (1) of subdivision (b) of Section 65585.

(iv) Sites identified in a local transit-oriented development alternative plan may be included in the inventory of land suitable for residential development, pursuant to the additional requirements of Section 65583.

(B) If a local government does not include the local transit-oriented alternative plan in its housing element, the local government may adopt an alternative plan that has been deemed compliant by the department pursuant to Section 65912.160.

(d) Section 65912.157 shall not apply within a jurisdiction that has a local transit-oriented alternative plan that has been approved by the department as satisfying the requirements of this section in effect. The department's approval pursuant to this section shall be valid through the jurisdiction's next amendment to the housing element of its general plan.

(e) A local transit-oriented development alternative plan may consist of an existing local transit-oriented zoning ordinance, overlay zone, specific plan, zoning incentive ordinance or existing program, provided that it meets the requirements of this section.

65912.162. The Legislature finds and declares that the state faces a housing crisis of availability and affordability, in large part due to a severe shortage of housing, and solving the housing crisis therefore requires a multifaceted, statewide approach, including, but not limited to, encouraging an increase in the overall supply of housing, encouraging the development of housing that is affordable to households at all income levels, removing barriers to housing production, expanding homeownership opportunities, and expanding the availability of rental housing, and is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities.

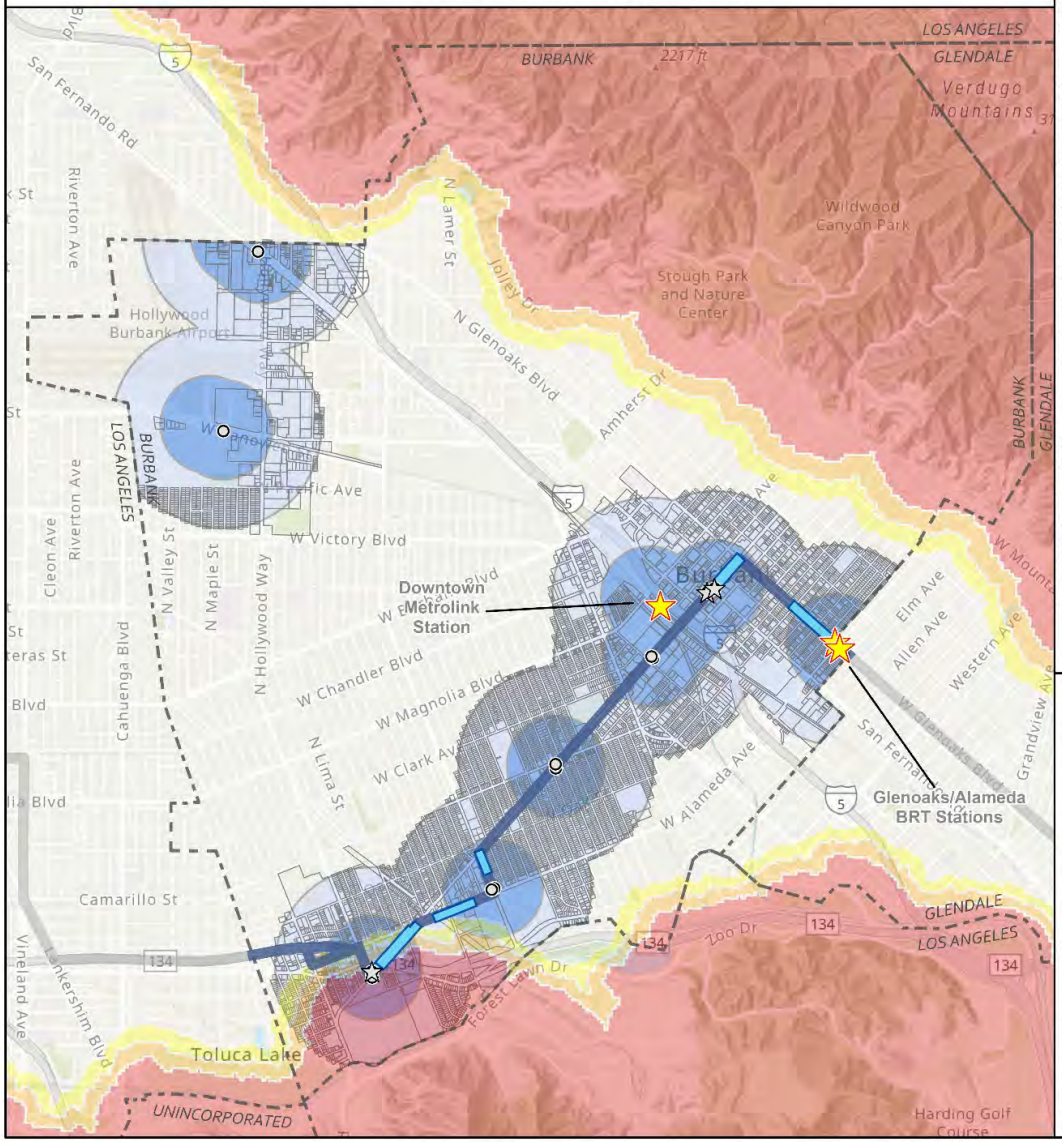
SEC. 2. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

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ATTACHMENT 2
Possible TOD Exclusions

Fire Hazard Severity Zones and Parcels within 1/2-Mile of BRT Stops and Metrolink Stations (Draft)



This map illustrates the most recent Fire Hazard Severity Zones in and around the City of Burbank, as established by Cal Fire and adopted into ordinance by the Burbank City Council in 2025. It also shows parcels that fall within 1/4- and 1/2-mile buffer distances around transit facilities in the City analyzed for conformance with Senate Bill 79's (SB 79) statutory definition for (TOD) stops.

In the City of Burbank, only certain parcels in the Media District overlap both Fire Hazard Zones and 1/2-mile distance from a transit facility. However, there are no parcels that overlap Very High Fire Hazard Severity Zones and fall within 1/2 mile of a qualifying TOD stop. The only stops that meet SB 79's criteria fall under the categories of high-frequency commuter rail stops and Tier 2 stops. High-frequency commuter rail stops are defined as stations served by rail lines that operate at least 48 trains per day in both directions or bus rapid transit (BRT) stops that includes all of the following features: (1) Full-time dedicated bus lanes or operation in a separate right-of-way dedicated for public transportation with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

The only transit facilities that meet all of these statutory definitions qualifying for SB 79 in the City at this time are:

1. Downtown Burbank Metrolink station

2. The future North Hollywood to Pasadena Bus Rapid Transit (BRT) System stops at Glenoaks Boulevard and Alameda Avenue

Two additional future BRT stops– at the Hollywood Way / Olive Avenue intersection and the San Fernando Blvd / Olive Avenue intersection – may qualify as SB 79 TOD stops but remain contingent on future action (full-time designation of bus lanes) as well as interpretation of current SB 79 language for BRT service and likely require additional environmental review to consider SB 79's density impact before construction.

Legend

- Qualifying TOD Stop (Tier 2)
- Potentially-qualifying BRT Stop
- Non-qualifying BRT/ Metrolink Stop
- Dedicated Bus Lane
- BRT Alignment

Distance Around Transit Stop Pedestrian Access

- 1/4 Mile
- 1/2 Mile
- Parcels within 0.5 Miles of a BRT or Metrolink Station

Fire Hazard Severity Zones

- High
- Moderate
- Very High
- City Boundary

SB 79 Current Bill Version: 10/10/2025

Disclaimer: SB 79 requires that the Southern California Association of Governments (SCAG) create a map of the City's transit-oriented development (TOD) stops and zones by tier, as designated by SB 79, and in accordance with any guidance prepared by the Department of Housing and Community Development. The Burbank Community Development Department has developed this map based on the 'Department's initial analysis of the language contained in Senate Bill 79. The map is in draft format and is intended for exploratory purposes only. Updated SB 79 maps will be released as new information becomes available and if any changes to potential TOD stops are identified.

January 2026

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
Eligible Properties	All sites within Burbank that have a General Plan prescribed residential density. Additional eligibility criteria based on environmental factors, affordability, and labor standards are project specific. Must be in urban infill parcel, cannot be in protected resource areas such as wetlands, coastal zones, or wildlife habitat. Projects must consist of at least 2 units.	Allowed in zones where retail, office, or parking are principally permitted. Cannot be on a site that is or was most recently used for industrial use. Subject to the same environmental eligibility criteria as SB35. Mixed-Income and 100% affordable projects have different eligible locations: Mixed Income: along commercial corridors. 100% affordable: citywide. Projects must consist of at least 5 units.	Sites zoned for residential, mixed, or commercial development within 1/2 or 1/4 mile of a transit-oriented development stop. Project must include at least 5 units. Projects may not include any hotel or similar use.
Effective	Now until at least January 1, 2036, unless extended.	Now until January 1, 2033, unless extended.	Will go into effect July 1, 2026.
Maximum Density	Density is based on General Plan land use element, ranging between 14 to 87 du / ac. Density can be further increased using state Density Bonus law.	Density for Mixed-Income projects is prescribed based on the width of the commercial corridor facing the project site: 70'-100' feet: 40 du/ac 100' - 150': 60 du/ac w/in 1/2 mile of a	Radius from Tier 2 Transit Oriented Stops: Within 1/4 mile: 100du/ac Within 1/2 mile: 80 du/ac Any project within 200 feet of any ped access to a transit-

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
		major transit stop - 80 du/ac Site of less than one acre: 30 du/ac Density for 100% affordable units is the higher between what is allowed in the underlying property per the Land Use map or 30 du/acre. No residential density limit shall be imposed for the conversion of existing buildings to residential use, except where the project would include net new square footage exceeding 20% of the overall square footage of the project. Density can be further increased using state Density Bonus law.	oriented development stop gets an additional 40 du / ac on top of the above. Density can be further increased using state Density Bonus law.
Minimum Density	No minimum density; however, projects must consist of at least 2 units to qualify.	No minimum density; however, projects must consist of at least 5 units.	The greater of the following: At least 30 du/ ac OR..... Minimum density allowed under local zoning, if applicable.

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
Maximum Height	Based on underlying maximum heights in the zoning code. Maximum heights can be modified through concessions and/or waivers using state Density Bonus Law, if applicable.	Height is prescribed based on the width of the commercial corridor facing the project site: 70'-100' feet: 35 ft 100' - 150': 45 ft w/in 1/2 mile of a major transit stop - 65 ft Maximum heights can be modified through concessions and/or waivers using state Density Bonus Law, if applicable.	Radius From Tier 2 Transit Oriented Stops: Within 1/4 mile: 65ft Within 1/2 mile: 55ft Any project within 200 feet of any ped access to a transit oriented development stop gets an additional 20 feet on top of the above (adjacency multiplier) Maximum heights cannot be modified through concessions and/or waivers using state Density Bonus Law.
Parking Requirements	Parking is not required for projects within 1/2 mile of public transit. For projects outside this radius, parking is based on underlying zoning requirements unless the projects is eligible for Density Bonus Law.	100% affordable projects that are not within one-half mile an accessible major transit stop are subject to parking requirements pursuant to the BMC, unless preempted by state law (i.e. AB2097, Density Bonus Law).	Subject to underlying parking. However, most, if not all, will fall within AB2097 radius. If using Density Bonus Law, no parking required if 100% affordable or located in a very low vehicle travel area.
Unique Development Standards	Project must include at least two-thirds of its total square footage for residential use.	Projects within 500 feet of freeway must have specific air filtration and ventilation standards. Local	Average unit size shall not exceed 1,750 square feet.

ATTACHMENT 3
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	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
		agency must require a phase I ESA as a condition of approval for the project. In addition, the law prescribed specific heights and densities listed above and specific setback standards in sections 65912.123(d)(1) to (3). An SB 79 project must be consistent with height, noise, and safety standards of an adopted airport plan, and must be consistent with applicable objective fire standards.	
Affordability Requirements	At least 10% of the units must be affordable to households at or below 80% of area AMI (lower income HH)	At least 15% of the units must be affordable to lower-income households. Some alternatives exist, such as 8% for very low-income and 5% for extremely low-income households, or 30% for moderate-income households in for-sale projects. Projects must comply with the	

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
		higher between the requirements above and the local inclusionary housing requirement.	
Anti-displacement and tenant protection	Cannot demolish occupied residential units, or units that were occupied by tenants within the last 10 years, housing units that were previously subject to rent control or other affordability covenants, or structures designated as historic landmarks.	A project is not eligible for the AB 2011 process if it would require demolishing housing units that were occupied by tenants within the last 10 years.	Cannot propose fewer units than previously existing (GC 66300.6); Must replace protected (affordable) units and offer other tenant protections including: relocation benefits; right of first refusal in the new housing development; etc.
Density Bonus Standards	Any incentives, concessions or waivers granted through the Density Bonus provisions of California law shall not render the project inconsistent with objective standards.	Any incentives, concessions or waivers granted through the Density Bonus provisions of California law shall not render the project inconsistent with objective standards.	a) Density Bonus requests shall use the SB79 prescribed densities as the base density. b) Project using density bonus law with 75 du/ac within 1/4 mile or 60 du/ac within 1/2 mile receive 1, 2, or 3 additional concessions depending on level of affordability provided. c)

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
			Density bonus requests cannot include concessions or waivers from height maximums beyond SB79 or code maximums unless the project is 100% affordable and located within 1/2 mile of a major transit stop or a very low vehicle travel area.
Labor Requirements		Prevailing wage for all projects. Projects of over 50 units require apprenticeship and provision of healthcare.	If not using SB35 process, projects over 85 feet in height still quire labor requirements including Prevailing Wage and S&T Workforce. Projects Using SB35 process require all labor standards included in Section 65913.4(a)(8) of the Government Code. When using SB35 process, trigger for Prevailing wage is 10 units; S&T Workforce is 85 feet unless 100% affordable, and projects of more than 50 units require

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
			apprenticeship program and provision of healthcare.
Tribal Requirements			
Process	Ministerial. First step is a Notice of Intent (NOI) to	Ministerial. Same as SB35, but the NOI step is not required.	Eligible for streamlined ministerial review

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
	Submit an SB35 application. A formal SB35 submittal entitles applicant for administrative approval, bypassing subjective design review and public hearings. Requires that approval or denial be based solely on whether the project complies with the local jurisdiction's objective standards. Administrative review of objective standards by Director, not appealable.	Administrative review of objective standards by Director, not appealable.	(SB35 / SB 423), but can also use the City's local discretionary Development Review (DR) process, and any other required entitlements, such as CUP. If submitting SB35/423, all SB35/423 provisions apply except for affordability requirements, which are unique to SB79.
Processing Timelines	Subject to both HAA and timelines built into SB35. If a local government fails to identify objective inconsistencies in a timely manner (within 60 or 90 days), the project is automatically "deemed consistent"	Same as SB35 after NOI process is completed.	Subject to Permit Streamlining Act (PSA), HAA, and SB35 timelines (if applicable).
Environmental Review	SB35 projects are exempt from CEQA due to the fact that the project approval	AB 2011 projects are exempt from CEQA due to the fact that the project	Can be exempt from CEQA if using SB35 (statutory Ministerial

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

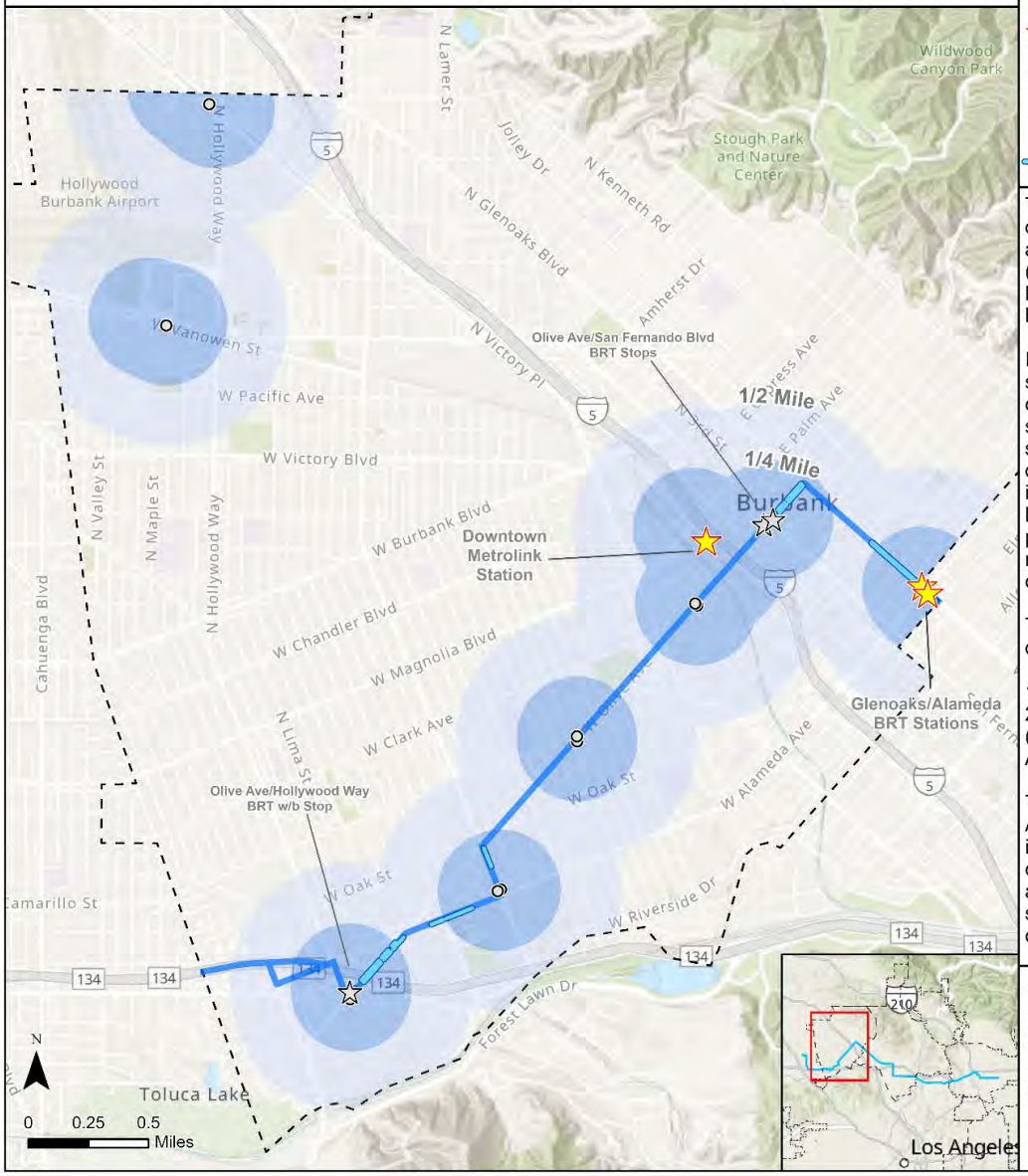
	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
			exemption); if using local process can exempt from CEQA using a number of eligible exemptions, including but not limited to: Infill Exemption in AB 130 (PRC 21080.66); Class 32 Categorical Exemption (CEQA Guidelines § 15332), Transit Priority Projects (PRC §21155.1), Transit Oriented Housing Exemption (PRC §21155.4), etc.
Health and Safety Considerations			Subject to HAA provisions. HAA limits the local govt's ability to deny projects which comply w/ objective standards unless they can provide specific adverse impact on public health and safety that cannot be mitigated.
Penalties for Wrongful Denial	A civil penalty of $10,000 to $50,000 per month can be	A civil penalty of $10,000 to $50,000 per month can be	Beginning Jan 1, 2027, any local government that

ATTACHMENT 3
Comparison: SB35/SB 423 vs. AB 2011/AB2243 vs. SB 79

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
	imposed for each violation, accruing from the date the violation began. A local government that loses a lawsuit over a wrongful denial is responsible for the project applicant's reasonable attorney's fees and litigation costs. These costs can be substantial, often exceeding $100,000. In cases of repeated or serious violations, a court can suspend the local government's authority to approve residential building permits and other land use decisions. The court may even take over the approval process for housing projects itself.	imposed for each violation, accruing from the date the violation began. A local government that loses a lawsuit over a wrongful denial is responsible for the project applicant's reasonable attorney's fees and litigation costs. These costs can be substantial, often exceeding $100,000. In cases of repeated or serious violations, a court can suspend the local government's authority to approve residential building permits and other land use decisions. The court may even take over the approval process for housing projects itself.	denies a project meeting the requirements of this section in a high-resource area shall be presumed to be in violation of the HAA and liable for penalties unless the local agency demonstrate that it has a health, life, or safety reason for denying the project.

ATTACHMENT 4
TOD Stop Locations

Transit Facilities Analyzed for Eligibility Under Senate Bill 79 (Draft)



Legend

- Qualifying TOD Stop (Tier 2)
- Potentially-qualifying BRT Stop
- Non-qualifying BRT/Metrolink Stop
- Dedicated Bus Lane
- BRT Alignment

Distance Around Transit Stop Pedestrian Access

- 1/4 Mile
- 1/2 Mile
- City Boundaries

This map illustrates shaded buffer zones of 1/4- and 1/2-mile distances around transit facilities within the City of Burbank and their status as potential transit-oriented development (TOD) stops per SB 79. It also includes the North Hollywood to Pasadena Bus Rapid Transit System planned route through Burbank and planned stops.

In the City of Burbank, the only stops that meet SB 79's statutory definitions and service criteria fall under the categories of high-frequency commuter rail stops and Tier 2 stops. High-frequency commuter rail stops are defined as stations served by rail lines that operate at least 48 trains per day in both directions or bus rapid transit (BRT) stops that includes all of the following features: (1) Full-time dedicated bus lanes or operation in a separate right-of-way dedicated for public transportation with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

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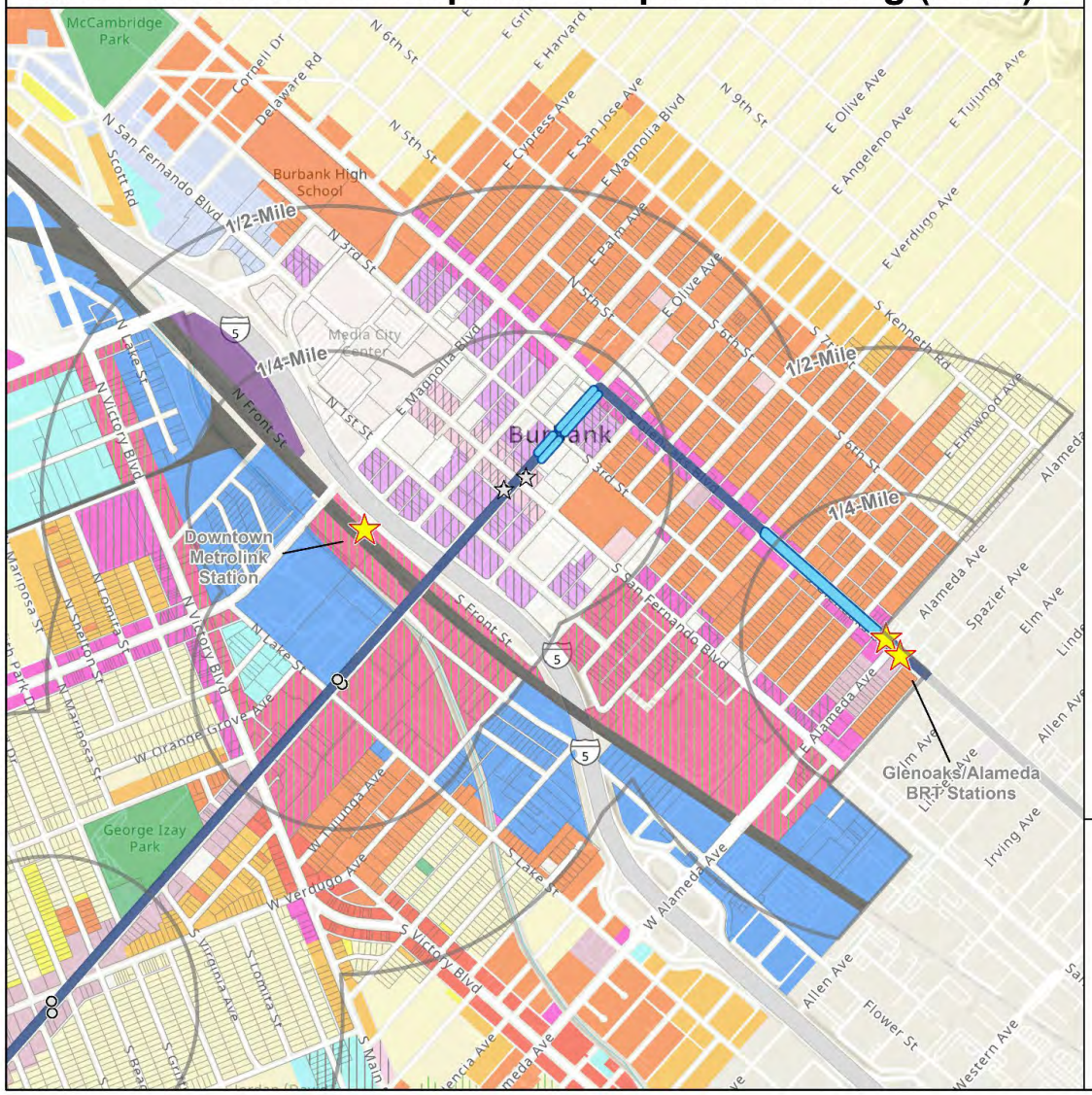
SB 79 Current Bill Version: 10/10/2025

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January 2026

ATTACHMENT 5
TOD Stop Zoning Analysis

Transit Oriented Development Stops and Zoning (Draft)



Legend

- Qualifying TOD Stop (Tier 2)
- Potentially-qualifying BRT Stop
- Non-qualifying BRT Stop
- Dedicated Bus Lane
- BRT Alignment
- Affected Parcels

Zoning

- AD
- AP
- BCC-1
- BCC-2
- BCC-3
- BCCM
- C-2
- C-3
- C-4
- CEM
- CR
- GO
- M-1
- M-2
- MDC-2
- MDC-3
- MDC-4
- MDM-1
- MDR-3
- MDR-4
- MDR-5
- MPC-1
- MPC-2
- MPC-3
- NB
- NSFC
- OS
- PD
- R-1
- R-1-H
- R-2
- R-3
- R-4
- R-5
- RBP
- RC
- RR

SB79 Current Bill Version: 10/10/2025

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January 2026

ATTACHMENT 6
SB 79 – “Alternative Plan” Requirements

The following summarizes the requirements to adopt an “Alternative Plan” in lieu-of implementing the base requirements of SB 79:

1. Must be complete by 2030 and requires review and approval by HCD.
2. Any Alternative Plan will require analysis of density and require new analysis of utility capacity to support SB79 density.
3. Maintain same net number of units allowed under SB 79, only allowed to redistribute within the TOD stop area.
4. Cannot reduce density on any parcel to less than 50% allowed by SB79, unless the site is within Very High Fire Hazard Severity Zone (HFHSZ),
5. Cannot increase density more than 200% of max density mandated by SB79.
6. Requires update of City’s Zoning Map, with no net loss across SB79 eligible areas.
7. Analysis is complex and includes existing allowable density, existing buildout of said density, and SB79 density.
8. Needs extensive community outreach and direction from the Council on which areas to be upzoned.
9. Requires adoption as part of the HE, a program of the HE, as specific plan overlay, or by Ordinance.

Amended Petition and Complaint

EXHIBIT G

CITY OF BURBANK
COMMUNITY DEVELOPMENT DEPARTMENT
150 North Third Street, P.O. Box 6459, Burbank, California 91510-6459
www.burbankca.gov

January 30, 2026

Mr. Ray Sosa, Chief Planning Officer
Mr. Timothy Lindholm, Chief Program Management Officer
Metropolitan Transportation Authority
Attn: North Hollywood to Pasadena Bus Rapid Transit Corridor Project
One Gateway Plaza
Los Angeles, CA 90012

RE: Senate Bill 79 Subsequent Environmental Review for the Metro North Hollywood to Pasadena Bus Rapid Transit Corridor Project

Dear Mr. Sosa and Mr. Lindholm:

The City of Burbank (Burbank) is reviewing 100% plans for the Metropolitan Transportation Authority (Metro) North Hollywood to Pasadena Bus Rapid Transit Corridor Project (BRT) and believes that Senate Bill 79's (SB 79) mandatory upzoning constitutes new information that changes the circumstances under which the BRT was proposed and renders its Final Environmental Impact Report (EIR) legally inadequate. Burbank respectfully requests Metro conduct subsequent environmental review under the California Environmental Quality Act (CEQA) to analyze, publicly disclose and mitigate potential significant environmental impacts of any BRT stations that qualify for SB 79 density increases.

Metro's Draft and Final EIR's for BRT were considered by Burbank on December 8, 2020, and April 12, 2022, respectively. On March 26, 2024, Burbank's City Council approved a Cooperative Agreement with Metro for Design and Construction of the BRT. The BRT EIR determined the Project would have a less-than-significant Land Use and Planning Impact because it was limited to operating entirely within existing transportation corridors and would not impact land uses.[1] In other words, the EIR assumed the BRT would not implicate or require increases in building height, density, and floor area ratios for future development that could conflict with a land use plan, policy or regulation of any agency with jurisdiction over the Project. SB 79 changed that fundamental assumption.

SB 79 was signed on October 10, 2025, and is generally effective July 1, 2026. The law requires housing development projects proposed within one-half mile of qualifying transit-oriented development stops

[1] Metropolitan Transportation Authority, Draft Environmental Impact Report: North Hollywood to Pasadena Bus Rapid Transit Corridor Project (SCH# 2019060110), October 2020, Ch. 4, p. 4-14

be allowed at substantially higher densities than permitted under Burbank's General Plan (including the 2021-2029 Housing Element), zoning code and proposed specific plans, including in single-family residential zones. Burbank's permitted multifamily residential housing densities range from 0 to 43 units per acre in residential zones and between 20 and 87 units per acre in commercial and other non-residential zones. SB 79 would permit approximately 140 units per acre adjacent to qualifying transit stations and 80 to 100 units per acre in zones within one-half mile from those stations, which include single-family residential.

As Burbank evaluated Metro's BRT Draft and Final EIRs, it approved its 6th Cycle Housing Element, which demonstrated zoning capacity for more than 10,000 additional housing units, and commenced several specific plans to, among other things, identify appropriate zoning and development incentives to accommodate up to 26,836 additional housing units in the next 10 years. The CEQA analysis for the Housing Element and several specific plans conclude significant and unavoidable impacts to Burbank's sewage conveyance and treatment system and find electricity demand from future housing growth will similarly require a substantial increase in Burbank's power system interconnection capacity. Adding substantially more residential density around SB 79-qualifying transit-oriented development stops, not previously studied under CEQA, will exacerbate these impacts.

The BRT project description in the Draft and Final EIRs circulated and approved by the Metro Board of Directors on April 28, 2022, was limited to operating a bus rapid transit service and stations in existing transportation corridors and did not include any residential transit-oriented development. SB 79 and its imposition of higher residential densities around BRT stations presents substantial new information that could not have been known, which is of substantial importance to the project, and will have significant and unavoidable impacts to Burbank's infrastructure that have not been analyzed or considered.

Therefore, Burbank formally requests Metro, the lead agency for BRT, commence subsequent environmental review to determine potentially significant environmental impacts around any SB 79 "transit-oriented development stops" located within the City.

Sincerely,

Patrick Prescott
Community Development Director

Cc: Justin Hess, City Manager
Joseph McDougall, City Attorney
Burbank City Council

Amended Petition and Complaint

EXHIBIT H

COMMUNITY
DEVELOPMENT

February 17, 2026

SENT VIA ELECTRONIC MAIL

Mr. Anthony DeFrenza, Project Manager
Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Re: City of Burbank Review of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (BRT) 100 Percent Plans

Dear Mr. DeFrenza:

The City of Burbank has completed reviewing 100 percent plans for the Metropolitan Transportation Authority (Metro) North Hollywood to Pasadena Bus Rapid Transit Corridor (BRT) Project and has delivered comments to Metro on Tuesday, February 17, 2026 as agreed under the terms set by the Cooperative Agreement. The City's comments are being made for project plans that include bus lanes on a portion of the alignment within the City.

As discussed in the City's letter to Metro on January 30, 2026, the City believes that Senate Bill 79's (SB 79) mandatory upzoning constitutes new information that changes the circumstances under which the BRT project was proposed and renders its Final Environmental Impact Report (EIR) legally inadequate. SB 79 and its imposition of higher residential densities around BRT stations presents substantial new information that could not have been known, which is of substantial importance to the project, and will have significant and unavoidable impacts to Burbank's infrastructure that have not been analyzed.

As a Responsible Agency for the Project under the California Environmental Quality Act (CEQA), Burbank cannot issue a construction permit for the BRT Project until Metro conducts subsequent environmental review to analyze, publicly disclose and mitigate potential significant environmental impacts of any BRT stations that qualify for SB 79 density increases as a "transit-oriented development stop."

Public Resources Code Section 65912.156(p) defines a transit-oriented development stop as a "major transit stop, as defined by Section 21064.3 of the Public Resources Code, and also including stops on a route for which a preferred alternative has been selected or which are identified in a regional transportation improvement program, that is served by…bus service within an urban transit county meeting the standards of paragraph (1) of subdivision (a) of Section 21060.2 of the Public Resources Code." Under this definition, the City believes the BRT Project constructed with no bus lanes will not trigger SB 79 and thus, would not require subsequent environmental review. If the state definitions change or new information becomes available, suggesting SB 79 will apply to bus stops served by mixed-flow bus lanes, the City's position will likewise be that subsequent CEQA review is required for the BRT Project with mixed-flow lanes.

150 NORTH THIRD STREET
BURBANK, CA 91502

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In addition, in 2022 as part of its review of the EIR, the City Council adopted a position that the BRT Project shall be implemented with mixed-flow operations on Olive Avenue between Buena Vista Street and Lake Street. Metro's 100 percent plans show dedicated bus lanes on this segment. Aside from City's inability to issue a permit due to SB 79, the City also cannot issue a construction permit for the project because bus lanes are still shown on this segment. The City's request for mixed-flow on this segment of Olive Avenue has been previously communicated to Metro at the 60 and 85 percent plan level, as well as through various coordination meetings between the two agencies.

In conclusion, the City has delivered comments on Metro's 100 percent plans as required by the Cooperative Agreement but cannot issue a construction permit for the BRT Project based on the approval of SB 79. In order for the City to consider issuing a permit, Metro must either conduct subsequent environmental review or remove all bus lanes from the BRT Project plans.

Sincerely,



David Kriske
Assistant Community Development Director, Transportation

Cc: Patrick Prescott, Community Development Director
Damian Skinner, Public Works Director
Lifan Xu, Chief Assistant Public Works Director- City Engineer
Fred Ramirez, Assistant Community Development Director

Amended Petition and Complaint

EXHIBIT I

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

March 5, 2026

VIA EMAIL

Mr. Patrick Prescott, Community Development Director
City of Burbank, Community Development Department
150 North Third Street, P.O. Box 6459
Burbank, California 91510-6459

RE: Senate Bill 79 Subsequent Environmental Review for the Metro North Hollywood to Pasadena Bus Rapid Transit Corridor Project; Denial of Request

Dear Mr. Prescott:

The North Hollywood to Pasadena BRT Corridor was identified by the Los Angeles County Metropolitan Transportation Authority (Metro) in the 2013 Countywide Bus Rapid Transit and Street Design Improvement Study as one of the region's most heavily traveled transit corridors without a premium bus service. In November 2016, LA County voters agreed to tax themselves and fund $267 million for BRT along this very corridor through the passage of Measure M; Metro and local jurisdictions have a commitment to deliver on this voter-approved project. By March 2017, Mero developed initial BRT concepts for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (Project). Following additional study and extensive stakeholder outreach, a refined Project was carried into environmental review, and in April 2022, the Metro Board approved the Project and certified the Final EIR.

When completed, the 19-mile-long BRT will provide a premium transit service connecting the San Fernando and San Gabriel Valleys and several major destinations along the corridor. Featuring dedicated bus lanes, transit signal priority, all-door boarding, and 22 enhanced stations, the project will greatly improve transit travel times and reliability, offering a sustainable, rail-like experience for thousands of daily riders. With the implementation of bus lanes on Olive Ave and Glenoaks Blvd, the BRT is anticipated to be 20-25% faster than if it operated in mixed flow traffic and up to 40% faster than existing local bus service, carrying approximately 35,000 daily riders, equivalent to two-times the capacity of the Hollywood Bowl.

Your January 30, 2026, letter asserts that Metro must recirculate the EIR for the Project in light of Senate Bill 79's passage. Metro, respectfully, disagrees with your analysis and declines to conduct further environmental review for the Project as requested.

Your letter suggests that SB 79 requires Metro to reopen the environmental review process for the Project, presumably referring to CEQA's provisions in Public Resources Code section 21166 and CEQA Guidelines section 15162. Those provisions do not apply here where no further discretionary approvals are required for the Project. As outlined below, the adoption of statewide legislation that could potentially result in development or redevelopment of parcels near Project stops does not require Metro to re-open an environmental review concluded nearly four years ago.

1. Metro's previous approval is not the triggering event for SB 79 "upzoning."

   Neither Metro's approval of the Project nearly four years ago nor Metro's further development of the Project is the event that triggers SB 79's upzoning requirements. Rather, the Project stations already qualified as "transit-oriented development stops" under SB 79's statutory definition when the bill was signed into law in October 2025. Metro's approval of the Project was not the triggering event that created transit-oriented development stops under SB 79.

   Government Code section 65912.156(p) defines "transit-oriented development stop" to include approved major transit stops served by bus service. Critically, the definition extends beyond existing, operational transit stops to include forward-looking planned transit: "stops on a route for which a preferred alternative has been selected or which are identified in a regional transportation improvement program." (Gov. Code § 65912.156(p).) The Project already satisfied both of these criteria when SB 79 was enacted in October of 2025, as Metro approved the locally preferred alternative prior to approving the Project in April of 2022 and the Project was identified in the 2016 and 2020 Regional Transportation Plan/Sustainable Communities Strategies.

   Thus, when Governor Newsom signed SB 79 into law on October 10, 2025, the statute's definition of "transit-oriented development stop" immediately applied to the Project's stations based on these pre-existing facts. Metro's prior certification of the Final EIR and approval of the Project for construction and implementation did not create the "transit-oriented development stop" designation and did not trigger SB 79's upzoning requirements.

   In short, the upzoning is a consequence of the Legislature's housing policy decision, not a consequence of Metro's transportation infrastructure decision, and therefore, the Project is not the triggering event.

2. Development pursuant to SB 79 is not a reasonably foreseeable consequence of the Project.

   Moreover, future development that may occur pursuant to SB 79 is not a reasonably foreseeable consequence of the Project. Under CEQA, an agency must analyze future actions only if they are both (1) a reasonably foreseeable consequence of the initial project and (2) likely to change the scope or nature of the initial project or its environmental effects. (Laurel Heights Improvement Assn. v. Regents of University of California (1988) 47 Cal.3d 376, 396.) Development under SB 79 fails this test.

   First, any development that might occur as a result of SB 79 is not reasonably foreseeable. SB 79 does not propose any specific projects, set construction deadlines, or require development to occur. Whether housing is ultimately built near any particular station will depend on future market conditions, decisions by property owners, financing, local objective standards, infrastructure capacity, and, where applicable, subsequent project level approvals or ministerial processing by the City. These conditions are particularly unpredictable at any particular site in the SB 79 context where such large swaths of similarly situated land are simultaneously upzoned across several jurisdictions. CEQA does not require an EIR to hypothesize about how, when, or whether these independent factors may converge. The nature, extent, location, timing, and environmental impacts of such development are too

speculative for evaluation. (See, e.g., The Committee for Tiburon LLC v. Town of Tiburon (Feb. 2, 2026, A171983) ___ Cal.5th ___ CEQA review is 'not triggered where there is not yet an identifiable impact as until that point, the review process [cannot] be meaningful'." (Id. at pp. 19-20.)

Second, development under SB 79 is not a consequence of the Project. The statute applies equally to existing transit stops (including three Metrolink stations in Burbank), planned stops on other transit lines, and stops identified in regional transportation plans throughout the state. Any housing enabled by SB 79 is caused by a legislative act of general applicability, not from Metro's decision to approve the Project.

Finally, the potential that parcels near the Project's stops might be developed at higher densities in the future does not change the scope of the Project. The Project, as noted, was approved nearly four years ago, and the City is currently reviewing 100% plans. Simply put, future higher density development is not a reasonably foreseeable consequence of the Project.

3. Requiring analysis of exempt ministerial projects would invert CEQA.

Finally, CEQA does not require preemptive analysis of ministerial housing projects. SB 79 housing projects that qualify for ministerial streamlining are, by definition, not subject to discretionary CEQA review. Requiring the EIR to analyze hypothetical future ministerial projects would invert CEQA's structure by forcing speculation about projects that, if proposed, would not undergo environmental review themselves.

The Legislature exempts ministerial projects from CEQA review based on a policy determination that projects meeting objective development standards do not require individualized environmental analysis. The ministerial exemption reflects a legislative judgment that when development complies with predetermined, objective criteria, the environmental consequences are adequately addressed through the standards themselves rather than through project-by-project review. If the Legislature determined that compliant SB 79 projects need not undergo environmental review when actually proposed and approved, it defies logic to require Metro to speculate about their environmental impacts years in advance when the projects are purely hypothetical.

This would mean more environmental review occurs for projects that never materialize than for projects that are actually built. Metro would expend resources analyzing speculative development scenarios, while the agencies with jurisdiction over actual development and actual knowledge of project details would conduct no environmental review at all. This outcome contradicts CEQA's purpose of providing useful information to decision-makers about projects they are approving.

The ministerial nature of many SB 79 projects also reinforces that such developments have independent utility from the Project. Projects qualify for ministerial approval when they meet objective standards and serve important state housing policy objectives. Their approval is not contingent on Metro's transit project, does not require Metro's participation, and proceed based on developers' independent business decisions and state housing policy, not based on Metro's transit infrastructure decisions.

For these reasons, Metro respectfully declines to recirculate the EIR for the Project in response to the passage of SB 79. In alignment with the Master Cooperative Agreement (MCA) signed between Metro and the City of Burbank, we remain committed to working with the city to deliver this voter-approved, high-quality, bus rapid transit service between North Hollywood and Pasadena.

Sincerely,

Ray Sosa

Ray Sosa
Chief Planning Officer

cc: Stephanie Wiggins, Metro, CEO
Tim Lindholm, Chief Program Management Officer
Mr. Justin Hess, City Manager
Mr. Joseph McDougall, City Attorney
Burbank City Council

Amended Petition and Complaint

EXHIBIT J

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

March 18, 2026

David Kriske
Assistant Community Development Director, Transportation
City of Burbank

Dear Mr. Kriske,

Metro is in receipt of your February 17, 2026 letter regarding the City of Burbank's review of the 100 percent plans for the North Hollywood to Pasadena Bus Rapid Transit (BRT) Corridor (Project). We appreciate the City's continued engagement and the completion of this phase of review. At the same time, aspects of the City's letter raise concerns regarding alignment with the Cooperative Agreement for the Design and Construction of the BRT Project (MCA). As you know, the MCA reflects a shared commitment between Metro and the City to advance a high-priority regional project, including the City's agreement to provide expedited review and approvals in support of timely delivery.

Specifically, the City executed the MCA in October 2024, promising to cooperate with Metro's NoHo to Pasadena BRT Project and at 1.1(a) "The City acknowledges the NoHo to Pasadena Project is a high priority public works project and will provide LACMTA with expedited review and approval procedures in connection with design, design reviews, permitting, and other authority to be exercised by the City relating to the NoHo to Pasadena Project in accordance with the terms of this Agreement." The City further understood the Project Definition in Exhibit 1 that the Project was to be a new BRT system, which would operate "with various configurations of mixed-flow and dedicated bus lanes" with the diagram on Exhibit 3 depicting the Project Site including side running, curb running, and median-running lanes in Burbank, including on Olive Ave., Glenoaks Blvd., and Alameda Ave. The Project Definition specifically indicated that "the Project will greatly enhance service reliability by separating buses from the fluctuating traffic congestions."

Instead of providing Metro with expedited review and approval, your letter indicates that Burbank will entirely refuse to issue any permits so long as the Project contains the elements that would qualify the Project as a BRT project. This is entirely inconsistent with the MCA. Predicating issuing permits or project approvals on removal of dedicated bus lanes puts the City in breach of the MCA.

Additionally, Metro notes that the current set of comments includes new concerns regarding dedicated bus lanes that were not raised in earlier phases of design. While the City previously commented on bus lanes on Olive Ave. (between Buena Vista and Lake Ave), at no time did any objections to dedicated bus lanes appear in any prior comments as to the remainder of the streets on the BRT Project alignment. Inclusion of this new issue violates the MCA at Exhibit 7 section 3.3 which provides: "The City agrees that during the Final Design stage, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by the City." These new objections at the 100% design phase directly violate the terms of the MCA. The newly raised

objections to eliminate dedicated bus lanes within the City of Burbank are inconsistent with fundamental characteristics of the BRT project as approved by the Metro Board and negatively impacts the ability to deliver on the speed, reliability and premium transit objectives defined in the Board approved project. These characteristics were fully described in the MCA and agreed upon by the City.

The MCA contemplates consistency across review stages. Metro has advanced design and procurement activities in the amount of $43.7 million in reliance on the MCA and the shared objective of delivering meaningful transit improvements on an established schedule, including in advance of the 2028 Olympic and Paralympic Games. The City's new stance in breach of the contract will likely delay the completion of the BRT Project. Any significant changes to the agreed-upon BRT project elements or delays in approvals will result in delay damages incurred by Metro's contractors, support consultants, and will exponentially increase Metro's costs incurred.

Metro's agreement to obtain permits from the City through the MCA was only given because of the City's agreement to collaborate, expedite and prioritize such permit approvals, since Metro is generally not required to obtain permits to construct and operate public transportation projects. According to your letter, the City's decision to breach the MCA is an attempt to stop the growth of affordable housing under SB79. As detailed in our letter dated March 5, 2026 to the City's Transportation Department, no additional environmental reviews are required, nor planned by Metro. The prior approvals of the BRT Project, long before the MCA was executed, have placed the planned and approved BRT alignment into the maps maintained by Southern California Association of Governments (SCAG). Regardless of whether the City breaches the MCA and attempts to block the Project, by-right approvals of housing developments must be allowed by the City pursuant to the terms of SB 79 per Government Code section 65912.160(f) based on the designation by SCAG.

Given the importance of this corridor, Metro remains committed to working collaboratively with the City to resolve these issues and maintain progress. We respectfully request confirmation in writing, within seven days, that the City will continue to implement the MCA in a manner that supports timely review, permitting, and delivery of the Project as approved.

Metro is available to meet at your earliest convenience to discuss a path forward. While we are confident that a collaborative resolution is achievable, Metro reserves all rights under the MCA and applicable law.

We appreciate your attention to this matter and look forward to your response.

Sincerely,



Timothy P. Lindholm

Chief Program Management Officer

cc: Anthony DeFrenza, Metro
Patrick Prescott, Community Development Director City of Burbank
Damien Skinner, Public Works Director
Lifan Xu, Chief Assistant Public Works Director – City Engineer
Fred Ramirez, Assistant Community Development Director

Amended Petition and Complaint

EXHIBIT K

COMMUNITY DEVELOPMENT

March 25, 2026

SENT VIA ELECTRONIC MAIL

Mat Antonelli, Deputy Chief Program Management Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Re: Issue Resolution – Request for Level 2 Decision-Maker Meeting

Dear Mr. Antonelli,

The City of Burbank is in receipt of Metro's March 5, 2026 letter disputing Burbank's call for subsequent environmental review of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (BRT) made necessary by the land use impacts of SB 79, and its March 18, 2026 letter responding to the City's review of the 100 Percent plans for the BRT. The City denies any breach of the Cooperative Agreement for the Design and Construction of the BRT Project (Cooperative Agreement), denies having raised any new issues regarding the BRT, and shares Metro's interest in cooperation and expeditious resolution.

To that end, this letter formally escalates the outstanding issues identified by the City in its January 30, 2026 and February 17, 2026 communications, as well as all prior communications regarding dedicated bus lanes, to the level 2 dispute resolution process identified by the Cooperative Agreement at Article 9 and in Exhibit 4, Part C, section 2. The City requests a meeting of each party's level 2 decision makers within 10 days of this letter, or on a date and time as mutually agreed, to attempt in good faith to resolve the outstanding issues.

Sincerely,

Patrick Prescott
Community Development Director

Cc:

Timothy Lindholm, Chief Program Management Officer
Anthony Defrenza, Project Manager
Justin Hess, City Manager
Joseph McDougall, City Attorney
Damian Skinner, Public Works Director
Lifan Xu, Chief Assistant Public Works Director – City Engineer
David Kriske, Assistant Community Development Director – Transportation

150 NORTH THIRD STREET
BURBANK, CA 91502

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INFO@BURBANKCA.GOV

Amended Petition and Complaint

EXHIBIT L

McKenna, Michael

From: McKenna, Michael
Sent: Monday, April 13, 2026 4:54 PM
To: Kriske, David
Cc: Skinner, Damian; Prescott, Patrick; Xu, Lifan; Ferrara, Nicole; Perez, Marisa; Defrenza, Anthony; Zelmer, Cory
Subject: RE: (EXTERNAL) Metro NoHo to Pasadena BRT Project Issue Resolution Level 2 Decision-Maker Meeting

Hi David,
I'm checking in after returning from a week away from work to see if your management has provided you with direction related to what we discussed at our Issue Resolution Meeting on April 2, 2026. This meeting was held pursuant to your request for a "Level 2 Decision-Maker Meting" in a letter dated March 25, 2026, and within the timeframe expressed in Exhibit 4 of the Cooperative Agreement. In addition to you and me, the designated Level 2 Decision-Makers and project managers present included.

- Patrick Prescott, Community Development Director
- Damian Skinner, Director Public Works
- Lifan Xu, City Engineer
- Nicole Ferrara, Deputy Chief Planning and Development Officer
- Marisa Perez, Deputy Chief Community Relations Officer (unconfirmed)
- Anthony DeFrenza, Deputy Executive Officer, Construction Project Manager
- Cory Zelmer, Executive Officer, Planning Project Manager

The Cooperative Agreement states: "*If the level 2 decision makers are unable to resolve the issue within 20 days of being notified of the issue, then either Party may refer the issue to the dispute resolution procedures under Article 9 (Resolution of Disputes).*"

However, Article 9 states: "*In the event of dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination ("Dispute"), the Parties shall make good faith efforts to resolve the Dispute through negotiation and the issue resolution ladder under EXHIBIT 4 (Roles and Responsibilities) of this Agreement*." Now that the issues have reached the highest level of dispute resolution under Article 9 and Exhibit 4, no further dispute resolution means are required under the MCA.

In the meeting on April 2, 2026, Metro staff indicated that the agency's position on the City's request to revisit CEQA will not change from the written response from Ray Sosa on March 5, 2026. Metro staff suggested that the City transmit a letter retracting its request and proposing a compromise that would allow the project to stay on schedule and within budget, with the City issuing permits per the Cooperative Agreement. We all understood that the City's action item resulting from the meeting was to prepare a letter to Metro with a proposed compromise. Please let me know when we can expect to receive the City's next correspondence. Metro is hopeful that a resolution can be reached within the 20-day timeframe in Exhibit 4.

Regards
Mike

-----Original Appointment-----
From: Kriske, David <DKriske@burbankca.gov>
Sent: Monday, March 30, 2026 6:07 PM
To: Kriske, David; McKenna, Michael; Ferrara, Nicole; Perez, Marisa; Defrenza, Anthony; Zelmer, Cory; Skinner, Damian; Prescott, Patrick; Xu, Lifan
Subject: (EXTERNAL) Metro NoHo to Pasadena BRT Project Issue Resolution Level 2 Decision-Maker Meeting
When: Thursday, April 2, 2026 11:00 AM-12:00 PM (UTC-08:00) Pacific Time (US & Canada).
Where: City of Burbank Community Services Building, Second Floor, Conference Room 202 - 150 N. Third Street, Burbank CA 91502

CAUTION: This email originated from outside of the organization. Help Metro protect against cyber threats. Verify the sender's email address carefully. Do not click links or attachments unless you trust the sender. Be aware of phishing signs such as urgent requests, unexpected links, or offers that seem too good to be true. Be cautious of spoofed emails that appear to come from trusted sources. Report suspicious emails. Follow Metro policies and update accounts only through official channels.

2 Hour Parking is available in the parking lot adjacent to the building, with entrances via Olive Avenue or Orange Grove Avenue between Third and Glenoaks. Please come to the second floor and ask for David Kriske

Amended Petition and Complaint

EXHIBIT M

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

April 21, 2026

SENT VIA ELECTRONIC MAIL

City of Burbank, City Manager's Office
275 E. Olive Avenue
Burbank, California 91502
Attention: Mr. Justin Hess, City Manager

Subject: North Hollywood to Pasadena Bus Rapid Transit Corridor Project (Project)
Level 2 Issue Resolution Meeting on April 2, 2026

Dear Mr. Hess,

Pursuant to the Cooperative Agreement for the Design and Construction of the North Hollywood to Pasadena Rapid Transit Corridor Project (CA), a "Level 2" Issue Resolution Meeting was held on April 2, 2026 in response to a request made by the City of Burbank (City) on March 25, 2026, within the timeframe expressed in Exhibit 4 of the CA. The designated Level 2 Decision-Makers and project managers present included the following individuals:

- Patrick Prescott, City Community Development Director
- David Kriske, City Assistant Community Development Director
- Damian Skinner, City Director of Public Works
- Lifan Xu, City Engineer
- Michael McKenna, Deputy Chief Program Management Officer (Metro)
- Nicole Ferrara, Deputy Chief Planning and Development Officer (Metro)
- Marisa Perez, Deputy Chief Community Relations Officer (Metro)
- Anthony DeFrenza, Deputy Executive Officer, Construction Project Manager (Metro)
- Cory Zelmer, Executive Officer, Planning Project Manager (Metro)

The CA states: "If the level 2 decision makers are unable to resolve the issue within 20 days of being notified of the issue, then either Party may refer the issue to the dispute resolution procedures under Article 9 (Resolution of Disputes)."

However, Article 9 states: "In the event of dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination ("Dispute"), the Parties shall make good faith efforts to resolve the Dispute through negotiation and the issue resolution ladder under EXHIBIT 4 (Roles and Responsibilities) of this Agreement." Now that the issues have reached the highest level of dispute resolution under Article 9 and Exhibit 4, no further dispute resolution procedures are required under the CA.

The City requested this meeting due to the dispute arising from correspondence between the parties regarding the Project, all of which are enclosed. In a letter dated January 30, 2026 from the City Community Development Director to Metro, the City claimed that Metro was required to perform subsequent environmental review for the Project due to the passage of SB 79 in October 2025 despite the fact that Metro had approved the Project's Final EIR in April 2022 without formal objection by the City. Later in a February 17, 2026 letter from Mr. David Kriske to Mr. Anthony Defrenza, the City took the position that it would not approve any permits, allow any construction until and unless such subsequent environmental review is conducted by Metro, or if Metro were to remove all bus lanes from the Project plans. On March 5, 2026 Metro responded at length to the City's position in its January 30th letter that additional environmental review for the Project is required due to the passage of a state law by the state

legislature, which did not establish any such requirement. On March 18, 2026, Metro notified Burbank that its positions refusing to issue permits or allow construction constituted a breach of the CA as set forth therein. The City's demand for a Level 2 Issue Resolution Meeting was received on March 25, 2026.

In the meeting on April 2, 2026, Metro staff indicated that the agency's position on the City's request to revisit CEQA will not change from the written response from Ray Sosa on March 5, 2026. Metro staff suggested that the City transmit a letter retracting its request and proposing a compromise that would allow the project to stay on schedule and within budget, with the City issuing permits per the CA. Metro staff understood that the City's action item resulting from the meeting was to prepare a letter to Metro with a proposed compromise. The action item on the part of the City was confirmed in a call between Mr. Kriske and Mr. Defrenza on April 13, 2026, and I sent an email to Mr. Kriske on the same day inquiring when Metro can expect to receive City's correspondence concerning the proposed compromise, but no response or offers have been received. Please notify Metro when it can expect to receive the City's next correspondence. Metro is hopeful that a resolution can be reached within the 20-day timeframe in Exhibit 4 without the need for judicial proceedings. However, nothing in this letter waives, or is intended to waive, any rights Metro may have, all of which are reserved.

Sincerely,

Michael McKenna
Deputy Chief Program Management Officer

Encls:
Letter dated January 30, 2026 from City to Metro
Letter dated February 17, 2026 from City to Metro
Letter dated March 5, 2026 from Metro to City
Letter dated March 18, 2026 from Metro to City
Letter dated March 25, 2026 from City to Metro
Email dated April 13, 2026 from Metro to City

Cc via e-mail:
Tim Lindholm, Chief Program Management Officer (Metro)
Ray Sosa, Chief Planning Officer (Metro)
Anthony DeFrenza, Deputy Executive Officer (Metro)
Patrick Prescott, Community Development Director City (City of Burbank)
David Kriske, Assistant Community Development Director, Transportation (City of Burbank)
Fred Ramirez, Assistant Community Development Director (City of Burbank)
Damien Skinner, Public Works Director (City of Burbank)
Lifan Xu, Chief Assistant Public Works Director – City Engineer (City of Burbank)
Joseph McDougall, City Attorney
Document Control File

CC via US Mail:

Attn: Joseph McDougall
City Attorney's Office
275 E. Olive Avenue
Burbank, CA 91502

Attn: Damien Skinner, Director of Public Works
275 E. Olive Avene
Burbank, CA 91502

Attn: David Kriske, Assistant Community Development Director
Community Development
Community Services Building
150 N. Third Street
Burbank, CA 91502

Amended Petition and Complaint

EXHIBIT N

COMMUNITY DEVELOPMENT

April 22, 2026

SENT VIA ELECTRONIC MAIL

Michael McKenna, Deputy Chief Program Management Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Re: City of Burbank Response and Offer to Metro re: Level 2 Dispute Resolution

Dear Mr. Antonelli,

Pursuant to the April 2, 2026 meeting between the City of Burbank (City) and Metro regarding the Level 2 dispute resolution process under the Master Cooperative Agreement (MCA), the City is proposing the following terms to resolve the outstanding issues related to review of the 100 percent plans for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (BRT Project) and the land use and infrastructure impacts of SB 79:

1. The Metro Board of Directors adopts an updated locally preferred alternative for the BRT Project that:

    a. Designates Olive Avenue as mixed-flow lanes between Buena Vista and Lake;

    b. Identifies the final station locations included in the 100 percent project plans; and

    c. Designates streets within 200 feet of any pedestrian access point to a station at Olive / Hollywood, Buena Vista / Alameda, Olive / Lake, and Olive / San Fernando as mixed-flow.

2. The BRT Project maintains full-time bus lanes along Glenoaks, south of Providencia into the City of Glendale.

3. Metro and the City execute an amendment to the MCA updating Exhibit 1 [Project Description] and Exhibit 3 [Project Site] to reflect the agreed-upon lane configuration and striping at/near BRT stations, as noted above.

4. Metro coordinates with SCAG to update the project description for the BRT Project that will be used to prepare SB 79 TOD maps.

150 NORTH THIRD STREET
BURBANK, CA 91502

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INFO@BURBANKCA.GOV

5. Upon Metro's and City's execution of an agreement memorializing the foregoing:

    a. The parties agree that no additional environmental review is necessary with respect to SB 79, in compliance with CEQA and applicable law; and

    b. The City issues all required permits upon completed application submittals by Metro, in accordance with the terms and conditions of the MCA.

Please note that to the extent Metro proposes changes or alternatives to the mixed-flow lane configuration on Olive, the City will need to consider such changes/alternatives during open session at an upcoming City Council meeting.

We look forward to a response and hope that a mutually agreeable resolution is reached.

Sincerely,

Patrick Prescott
Community Development Director

Cc:

Nicole Ferrara, Deputy Chief Planning and Development Officer
Marisa Perez, Deputy Chief Community Relations Officer
Anthony DeFrenza, Deputy Executive Officer, Construction Project Manager
Cory Zelmer, Executive Officer, Planning Project Manager

Justin Hess, City Manager
Joseph McDougall, City Attorney
Damian Skinner, Public Works Director
Lifan Xu, Chief Assistant Public Works Director – City Engineer
David Kriske, Assistant Community Development Director

Amended Petition and Complaint

EXHIBIT O

REMY | MOOSE | MANLEY LLP

Tiffany K. Wright
twright@rmmenvirolaw.com

May 8, 2026

Via Email and U.S. Mail

Joseph McDougall
City Attorney's Office
City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
Email: JMcDougall@burbankca.gov

Re: North Hollywood to Pasadena Bus Rapid Transit Corridor Project;
Approved-for-Construction Plans – May 18, 2026 Review Deadline

Dear Mr. McDougall:

Our firm represents Los Angeles County Metropolitan Transportation Authority (Metro) regarding the City of Burbank's (City) failure to adhere to the Cooperative Agreement for the Design and Construction of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (Agreement) requirements to expedite approvals and permits to keep the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (the "Project") on schedule. The City has stated in writing that the City intends to withhold approval unless Metro either prepares a subsequent or supplemental environmental impact report or removes dedicated bus lanes from the Project. The City refuses to approve plans for the Project, or issue any permits. In the recent April 22, 2026 letter the City again attempts to change the Project, and suggests changes as a condition to approval. As previously stated in letters from Metro, that stance is a breach of the Agreement, and will delay the Project.

Metro delivered the Approved-for-Construction (AFC) plans to the City on April 16, 2026, pursuant to Exhibit 7, Section 2.4 of the Agreement. The City's 30-day review period for those plans expires on May 16, 2026, a Saturday. Metro therefore expects the City to approve the AFC plans no later than Monday, May 18, 2026. Metro also expects the City to commit to expedited review of remaining submittals in accordance with the Agreement.

If the AFC plans are not approved by the May 18, 2026 deadline, our office is authorized to file suit. Attached is a draft Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief, Breach of Contract, Breach of the Implied Covenant of Good Faith and Fair Dealing, and Damages.

Metro reserves all rights under the Agreement, the California Environmental Quality Act (CEQA), the Public Utilities Code, and applicable law.

Sincerely,



Tiffany K. Wright

Enclosure: Draft Verified Petition for Writ of Mandate and Complaint

CC via email:

Justin Hess, City Manager, City of Burbank
Patrick Prescott, Community Development Director, City of Burbank
David Kriske, Assistant Community Development Director, Transportation, City of Burbank
Fred Ramirez, Assistant Community Development Director, City of Burbank
Damien Skinner, Public Works Director, City of Burbank
Lifan Xu, Chief Assistant Public Works Director – City Engineer, City of Burbank
Tim Lindholm, Chief Program Management Officer, Metro
Ray Sosa, Chief Planning Officer, Metro
Michael McKenna, Deputy Chief Program Management Officer, Metro
Anthony DeFrenza, Deputy Executive Officer, Metro

CC via US Mail:

Attn: Justin Hess, City Manager
275 E. Olive Avenue
Burbank, California 91502

Attn: Damien Skinner, Director of Public Works
275 E. Olive Avenue
Burbank, CA 91502

Attn: David Kriske, Assistant Community Development Director
Community Development
Community Services Building
150 N. Third Street
Burbank, CA 91502

Amended Petition and Complaint

EXHIBIT P

COMMUNITY
DEVELOPMENT

May 18, 2026

SENT VIA ELECTRONIC MAIL

Mr. Anthony DeFrenza, Project Manager
Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Re: City of Burbank Review of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (BRT) Second 100 Percent Plans

Dear Mr. DeFrenza:

The City of Burbank has completed reviewing the second 100 percent plan set for the Metropolitan Transportation Authority (Metro) North Hollywood to Pasadena Bus Rapid Transit Corridor (BRT) Project, which was delivered to the City on April 11, 2026 and revised by Metro April 16, 2026. The City delivered comments to Metro on Monday, May 18, 2026 as agreed under the terms set by the Cooperative Agreement. The City's comments are made for project plans that include bus lanes on only a portion of the alignment within the City.

As discussed in the City's letters to Metro on January 30, 2026 and February 17, 2026, accompanying comments to Metro's prior 100 percent plan set, Senate Bill 79's (SB 79) mandatory upzoning constitutes new information that changes the circumstances under which the BRT project was proposed and renders its Final Environmental Impact Report (EIR) legally inadequate. SB 79 and its imposition of higher residential densities around five of six Burbank BRT stations as proposed by your 100 percent plan presents substantial new information that could not have been known, which is of substantial importance to the project, and will have significant and unavoidable impacts to Burbank's infrastructure that have not been analyzed.

Metro's second 100 percent plans continue to include project elements that the City has not agreed to and which will trigger SB 79 around five of the six project stations in the City. As a Responsible Agency for the Project under the California Environmental Quality Act (CEQA), Burbank cannot issue an excavation permit for the Project until Metro conducts subsequent environmental review to analyze, publicly disclose and mitigate potential significant environmental impacts of any BRT stations that qualify for SB 79 density increases as a "transit-oriented development stop." Alternatively, on April 22, 2026, the City offered three project design modifications that could avoid SB 79 densities around five of the six project stations in Burbank, thereby avoiding additional potentially significant environmental impacts and allowing the City to issue the required excavation permit for construction.

150 NORTH THIRD STREET
BURBANK, CA 91502

BURBANKCA.GOV
INFO@BURBANKCA.GOV

In sum, the City has timely delivered comments on each of Metro's plan submissions including this second 100 percent plans as required by the Cooperative Agreement, but cannot issue an excavation permit for a project with significant unavoidable impacts to infrastructure that have yet to be analyzed. Metro must either conduct subsequent environmental review or modify the project so as to not trigger such significant unstudied densities.

Sincerely,



David Kriske
Assistant Community Development Director, Transportation

Cc: Patrick Prescott, Community Development Director
Damian Skinner, Public Works Director
Lifan Xu, Chief Assistant Public Works Director- City Engineer
Fred Ramirez, Assistant Community Development Director

Amended Petition and Complaint

EXHIBIT Q

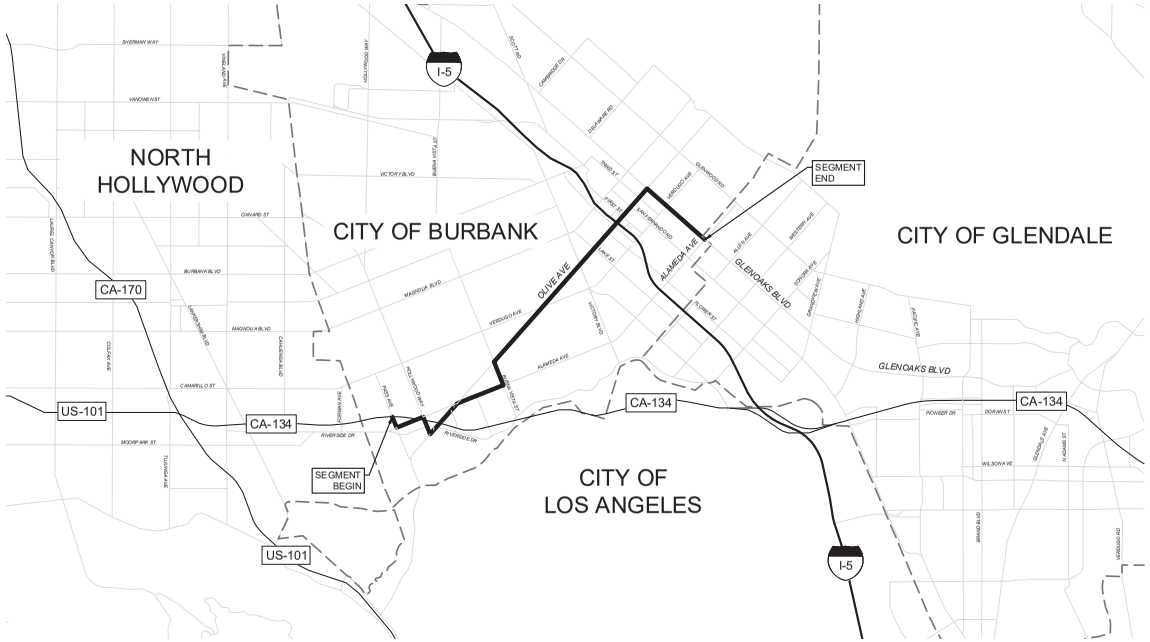
FAP_251

NORTH HOLLYWOOD TO PASADENA
BUS RAPID TRANSIT PROJECT - BURBANK SEGMENT

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
CITY OF BURBANK PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION
BURBANK, CALIFORNIA

CDD Transportation - In accordance with the letters delivered by the City to Metro, the City will not approve or provide construction permits for this project unless Metro (dated January 30, 2026, February 17, 2026, and May 18, 2026), in its capacity as lead agency for the North Hollywood to Pasadena BRT completes subsequent environmental review to determine potentially significant impacts around any SB 79 "Transit Oriented Development Stops" located in the City of Burbank.

All comments and red lines contained in this document and any corresponding attachments are contingent upon Metro's completion of subsequent environmental analysis.



VICINITY MAP
NO SCALE



LOCATION MAP
NOT TO SCALE

BASIS OF BEARING

BEARINGS ARE BASED ON THE BEARING BETWEEN SPATIAL REFERENCE CENTER CONTINUOUS GPS STATIONS "SILK" TO "VDCY" BEING N25°51'55"E.

BENCH MARK

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83) ZONE V, 1983 NAD (2017.5 EPOCH). ELEVATIONS ARE BASED ON LOS ANGELES CITY BENCHMARK "09-01 323", DESCRIBED AS "USGS ALUMINUM BM DISC "STMPD R.S. 2 RESET 197 1" 0.8 FT E/O E CURB GLENDALE AVE; OVER N WALL CB; 46 FT N/O C/L ELK AVE. NGS BM EW1975: VERTICAL MOVEMENT INDICATED." ELEV. = 534.083 FEET (NADV 88).

HENRY L. CHING JR. No. C 61357 09-30-27 CIVIL STATE OF CALIFORNIA

REVISION	DESCRIPTION	APP	DATE

FIELD BOOK _____ PAGE NO. N/A
DESIGNED _____ DATE _____
DRAWN _____ DATE _____
CHECKED _____ DATE _____
REVIEWED _____ DATE _____

RECOMMENDED: _____ TRAFFIC ENGINEERING MANAGER
APPROVED: _____ CITY ENGINEER

CITY OF BURBANK
PUBLIC WORKS DEPARTMENT

WORK ORDER NO. _____ BID SCHEDULE NO. _____
PLAN NO. 1-XXXX

SHEET 1 OF 263

REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION

DESIGNED BY: N. JOHNSTON
DRAWN BY: N. RASOULI
CHECKED BY: H. TONG
IN CHARGE: M. CHRISTOFFELS
DATE: 4/9/2026

A SIGNED & SEALED ORIGINAL OF REV 0 OF THIS DRAWING IS MAINTAINED BY METRO

Metro LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

BURBANK SEGMENT - NORTH HOLLYWOOD TO PASADENA BUS RAPID TRANSIT PROJECT
COVER SHEET

CONTRACT NO: AE112357
DRAWING NO: GI-001 REV: 0
SCALE: NO SCALE
SHEET NO: 1

Amended Petition and Complaint

EXHIBIT R

REMY | MOOSE | MANLEY LLP

Tiffany K. Wright
twright@rmmenvirolaw.com

May 19, 2026

Via Electronic and U.S. Mail
Joseph McDougall
City Attorney's Office
City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
JMcDougall@burbankca.gov

Re: **Notice of Commencement of Action and Demand for Document Preservation** – North Hollywood to Pasadena Bus Rapid Transit Corridor Project

Dear Mr. McDougall:

On behalf of the Los Angeles County Metropolitan Transportation Authority (Metro), I sent you a draft Verified Petition and Complaint on May 8, 2026. I now provide notice under Public Resources Code section 21167.5 that Metro will commence an action against the City of Burbank (City) later today, May 19, 2026, in Los Angeles County Superior Court.

The action will challenge, among other things, the City's use of the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) to withhold approvals required under the Cooperative Agreement for the Design and Construction of the North Hollywood to Pasadena Bus Rapid Transit Project (Agreement). The City has refused to approve Metro's April 16, 2026 Approved-for-Construction plans and issue required construction permits unless Metro undertakes subsequent or supplemental environmental review or removes dedicated bus lanes from the Project.

This action will include a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief, Breach of Contract, Breach of the Implied Covenant of Good Faith and Fair Dealing, and Damages. Metro also intends to seek a temporary restraining order and preliminary injunction. The draft Verified Petition and Complaint enclosed with my May 8, 2026 letter remains substantially current.

Because Metro will file suit today, the City must preserve evidence relevant to this dispute. That obligation applies to the City and its officers, employees, agents, contractors, outside counsel, and anyone else acting on the City's behalf. It extends to all materials that may be relevant to the claims, defenses, allegations, or relief sought in the forthcoming action, including materials concerning the Project, the Agreement, the City's

CEQA position, Senate Bill 79, the City's refusal to approve Metro's submittals or issue permits, and any other matter relevant to this dispute.

The City must preserve relevant material wherever it resides, including in email, text messages, ephemeral or encrypted messaging applications, voicemail, calendar entries, cloud storage, and personal devices used for City business, and any other medium, account, platform, device, or repository where relevant material may be stored.

The City must also suspend any automatic deletion, retention, archiving, or destruction policy that could affect such material.

Metro reserves all rights and remedies, including any rights and remedies arising from spoliation of evidence.

Sincerely,

Tiffany K. Wright

CC *via email*:

Justin Hess, City Manager, City of Burbank
Patrick Prescott, Community Development Director, City of Burbank
David Kriske, Assistant Community Development Director, City of Burbank
Fred Ramirez, Assistant Community Development Director, City of Burbank
Damien Skinner, Public Works Director, City of Burbank
Lifan Xu, Chief Assistant Public Works Director – City Engineer, City of Burbank
Tim Lindholm, Chief Program Management Officer, Metro
Ray Sosa, Chief Planning Officer, Metro
Michael McKenna, Deputy Chief Program Management Officer, Metro
Anthony DeFrenza, Deputy Executive Officer, Metro

CC *via U.S. mail*:

Justin Hess, City Manager, 275 E. Olive Avenue, Burbank, CA 91502

Damien Skinner, Director Public Works, 275 E. Olive Avenue, Burbank, CA 91502

David Kriske, Assistant Community Development Director, Community Development, Community Services Building, 150 N. Third Street, Burbank, CA 91502

Amended Petition and Complaint

EXHIBIT S

COMMUNITY DEVELOPMENT

September 29, 2026

SENT VIA ELECTRONIC MAIL

Mr. Anthony DeFrenza, Project Manager
Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Re: Denial of Signing and Striping Plans for Certain Dedicated Bus Lanes for the North Hollywood to Pasadena Bus Rapid Transit Corridor (BRT) Project

Dear Mr. DeFrenza:

The City recently approved 100 percent design plans and issued construction permits for the North Hollywood to Pasadena BRT Project. This approval did not include certain plan sheets related to signing and striping of dedicated bus lanes on Olive Avenue, Alameda Avenue, and Buena Vista Street. By this communication the City formally denies plan sheets SS-101 to SS-109, SS-111, SS-114, SS-115, TS-101, TS-103 to TS-105, which are returned to Metro and marked as "Not Approved."

This letter restates the City's longstanding position that bus operations on Olive Avenue must be designated and designed as mixed flow and it rejects full-time dedicated bus lanes on Olive Avenue, as well as those on Alameda Avenue and Buena Vista Street. Disapproval of these sheets is consistent with "Exhibit 1 – Project Description" and "Exhibit 3 – Project Site" of the *Cooperative Agreement for the Design and Construction of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project* which intentionally did not specify roadway striping configurations. Disapproval is also consistent with the Burbank City Council's position to install mixed-flow lanes on Olive Avenue as communicated to Metro since 2022 during the project's environmental review.

Finally, the City owns the relevant street rights of way along the Project corridor, and while Metro may run its buses on City streets, Metro cannot take said streets in a dedication exclusively for its transit use. The City has the authority to approve or deny the installation of roadway signing and striping along the BRT Project corridor.

Sincerely,

David Kriske
Assistant Community Development Director, Transportation

Cc: Patrick Prescott, Community Development Director
Damian Skinner, Public Works Director
Lifan Xu, Chief Assistant Public Works Director – City Engineer

150 NORTH THIRD STREET
BURBANK, CA 91502

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INFO@BURBANKCA.GOV

Amended Petition and Complaint

EXHIBIT T

Electronically Received 10/02/2026 03:57 PM

FILED
Superior Court of California
County of Los Angeles
10/05/2026
David W. Slayton, Executive Officer / Clerk of Court
By: R. Rully Deputy

DAWYN R. HARRISON, SBN 173855
County Counsel
QUINN TANG, SBN 249717
Assistant County Counsel
RONALD W. STAMM, SBN 91919
Principal Deputy County Counsel
JOSHUA A. COHEN, SBN 180293
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ngeorge@rmmenvirolaw.com
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Attorneys for Petitioner and Plaintiff
LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

EXEMPT FROM FILING FEES
[GOVERNMENT CODE § 6103]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity,

Petitioner and Plaintiff,

v.

CITY OF BURBANK, a municipal corporation; and DOES 1-10, inclusive,

Respondents and Defendants.

Case No. 26STCP01904

STIPULATION AND ~~[PROPOSED]~~ ORDER GRANTING LEAVE TO FILE FIRST AMENDED AND SUPPLEMENTAL PETITION FOR WRIT OF MANDATE AND COMPLAINT

ASSIGNED FOR ALL PURPOSES:
Hon. Stephen Morgan
Dept. S

Action filed: May 19, 2026
(CEQA)

Pursuant to Code of Civil Procedure sections 464, subdivision (a), and 576, Petitioner and Plaintiff Los Angeles County Metropolitan Transportation Authority (Metro) and Respondent and Defendant City of Burbank (Burbank) (together, the Parties), by and through their respective attorneys, hereby stipulate and agree as follows:

RECITALS

WHEREAS, on May 19, 2026, Metro filed the operative Verified Petition for Writ of Mandate and Complaint (Petition and Complaint) raising claims under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) (CEQA), traditional mandamus under Code of Civil Procedure section 1085, breach of contract, breach of the implied covenant of good faith and fair dealing, and seeking declaratory relief relating to the City's withholding of approvals for construction plans and permits sought by Metro for the North Hollywood to Pasadena Bus Rapid Transit Project (Project);

WHEREAS, on June 22, 2026, Burbank filed an Answer to the Petition and Complaint as well as a Demurrer to the Petition and Complaint;

WHEREAS, on August 31, 2026, the Parties agreed to interim terms by which Burbank would approve 259 pages of the 275 pages of Metro's construction plans, while 16 identified plans sheets (16 Sheets) remained unapproved and in dispute, allowing Metro to commence construction of the undisputed portions of the Project in Burbank;

WHEREAS, the terms included Burbank agreeing to continue the hearing on the demurrer to allow the Parties to discuss a potential stipulated amendment to the Petition and Complaint;

WHEREAS, the Parties stipulated to continue the hearing on the Demurrer to October 5, 2026;

WHEREAS, on September 29, 2026, Burbank provided Metro with a letter formally denying approval of the 16 Sheets which contain designations of dedicated bus lanes and were identified in paragraph 2 of the Parties' August 31, 2026 interim agreement, reiterating its preference for mixed-flow operation on Olive Avenue, and stating its interpretation of the Cooperative Agreement and its asserted authority over the street rights-of-way;

WHEREAS, Burbank wishes to withdraw its objections to the Project's dedicated bus lanes based on both Senate Bill 79 (SB 79) (2025) (Gov. Code, §§ 65912.155–65912.162) and CEQA, while retaining its remaining objections to dedicated bus lanes, and continuing discussions in good faith; and

WHEREAS, the Parties agree that good cause exists under Code of Civil Procedure sections 464 and 576 for Metro to amend and supplement the Petition and Complaint to reflect only the issues that remain in dispute, to revise its allegations, claims, and requests for relief as appropriate, and to allege subsequent developments concerning Burbank's review and partial approval of Metro's construction plans and its continued non-approval of the 16 Sheets.

STIPULATION

IT IS THEREFORE STIPULATED AND AGREED that:

1. Burbank agrees that it will not rely upon SB 79 and its actual or potential effects, including effects on land use or development, as a basis for withholding, denying, delaying, or conditioning any approval, permit, or authorization to implement the Project, including approval of the 16 Sheets and the dedicated bus lanes depicted therein. Burbank withdraws those grounds from its prior Project comments and correspondence and shall not rely on those grounds in acting on Project approvals or as a claim, defense, or basis for relief in this action.

2. Burbank withdraws all CEQA-based grounds from its prior Project comments and correspondence and shall not assert any CEQA-based ground for withholding, denying, delaying, or conditioning Project approvals or as a claim, defense, or basis for relief in this action. The commitments in paragraphs 1 and 2 take effect upon entry of the Order approving this Stipulation.

3. The Parties shall continue to meet and confer in good faith concerning Burbank's remaining objections, exchange information reasonably necessary to evaluate those objections, and seek to resolve or narrow the issues in dispute. The Parties shall arrange further discussions as reasonably necessary and by mutual agreement. These discussions do not stay this action or condition either Party's pursuit of judicial relief on completion of the discussions. These discussions do not waive Metro's position that any ground or comment was untimely raised or is otherwise barred by, inconsistent with, or violates the terms of the Cooperative Agreement.

4. Upon the Court's approval of this Stipulation, Metro may file a First Amended and Supplemental Petition for Writ of Mandate and Complaint (the "First Amended and Supplemental Petition") on or before November 5, 2026. The First Amended and Supplemental Petition may amend

the allegations, claims, and requests for relief in the operative pleading and supplement the pleading with material facts occurring after May 19, 2026.

5. Burbank shall file any responsive pleading within 30 days after service of the First Amended and Supplemental Petition.

6. The hearing on Burbank's Demurrer, currently scheduled for October 5, 2026, shall be taken off calendar.

7. Upon Metro's filing of the First Amended and Supplemental Petition, Burbank shall withdraw its pending Demurrer as moot, without prejudice to Burbank's right to challenge the First Amended and Supplemental Petition, subject to the commitments concerning SB 79 and CEQA set forth in this Stipulation.

8. Burbank confirms its general appearance in this action and consents to the Court's exercise of jurisdiction over it with respect to the First Amended and Supplemental Petition authorized by this Stipulation. Burbank expressly waives issuance and service of any amended or supplemental summons otherwise required under Code of Civil Procedure section 464, subdivision (c), and any objection based on the absence of such summons. Burbank agrees to accept service of the First Amended and Supplemental Petition through its counsel of record and agrees that such service shall constitute effective service on Burbank, including for purposes of commencing the response period specified in Paragraph 5.

9. This Stipulation may be executed in counterpart originals by electronic signatures.

Respectfully submitted,

Dated: October 2, 2026,

REMY MOOSE MANLEY, LLP

By: _____
Nathan O. George
Attorneys for Petitioner and Plaintiff
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Dated: October 2, 2026, CITY ATTORNEY'S OFFICE

By: */s/ Jill Vander Borght*
Joseph McDougall
Jill Vander Borght
Attorneys for Respondent and Defendant
CITY OF BURBANK

Dated: October 2, 2026, ALESHIRE & WYNDER, LLP

By: _____
Pam K. Lee
Attorneys for Respondent and Defendant
CITY OF BURBANK

[~~PROPOSED~~] ORDER

Good cause being shown, it is hereby ORDERED that:

1. The foregoing Stipulation is approved and incorporated into this Order. The Parties shall comply with its terms.

2. Metro is granted leave pursuant to Code of Civil Procedure sections 464 and 576 to file a First Amended and Supplemental Petition for Writ of Mandate and Complaint on or before November 5, 2026.

3. The hearing on Burbank's presently pending Demurrer to the operative Petition and Complaint, set for October 5, 2026, is taken off calendar.

4. In light of Burbank's express waiver and consent to jurisdiction, Metro need not obtain or serve an amended or supplemental summons in connection with the First Amended and Supplemental Petition authorized by this Order. Electronic service of that pleading on Burbank's counsel of record shall constitute effective service on Burbank.

IT IS SO ORDERED.

DATED: 10/05/2026, ~~2026~~

Hon. Stephen T. Morgan
JUDGE OF THE SUPERIOR COURT
Stephen Morgan / Judge

Los Angeles County Metropolitan Transportation Authority v. City of Burbank
Case No. 26STCP01904

PROOF OF SERVICE

I, Kaitlyn Hubbard, am employed in the County of Sacramento. My business address is 555 Capitol Mall, Suite 800, Sacramento, CA 95814, and email address is khubbard@rmmenvirolaw.com. I am over the age of 18 years and not a party to the above-entitled action.

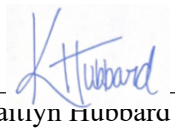
On October 2, 2026, I served the following:

STIPULATION AND [PROPOSED] ORDER GRANTING LEAVE TO FILE FIRST AMENDED AND SUPPLEMENTAL PETITION FOR WRIT OF MANDATE AND COMPLAINT

BY ELECTRONIC TRANSMISSION OR EMAIL causing a true copy thereof to be electronically delivered in the ordinary course of business following ordinary business practices, to the electronic address of the person(s) or representative(s) listed below. I am readily familiar with Remy Moose Manley, LLP's practice for filing and serving electronically. The transmission reported as complete and without error.

Norman Dupont | Pam Lee | John Bauman | Shukan Patel | Cody Parker ALESHIRE & WYNDER, LLP ndupont@awattorneys.com plee@awattorneys.com jbauman@awattorneys.com spatel@awattorneys.com cparker@awattorneys.com	Attorneys for Respondent/Defendant *City of Burbank*
Joseph McDougall | Jill Vander Borght CITY ATTORNEY'S OFFICE JMcDougall@burbankca.gov jvanderborght@burbankca.gov	
Quinn Tang | Ronald Stamm | Joshua Cohen | Elena Eggers LOS ANGELES COUNTY COUNSEL tangq@metro.net stammr@metro.net cohenjo@metro.net eggerse@metro.net	Attorneys for Petitioner/Plaintiff *Los Angeles County Metropolitan Transportation Authority*

I declare under penalty of perjury that the foregoing is true and correct. Executed this 2nd day of October 2026, at Foresthill, California.



Kaitlyn Hubbard

Amended Petition and Complaint

EXHIBIT U

REMY | MOOSE | MANLEY LLP

Nathan O. George
ngeorge@rmmenvirolaw.com

October 14, 2026

Via Email and U.S. Mail

Justin Hess
City Manager
City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
jhess@burbankca.gov

Joseph McDougall
Jill Vander Borght
City Attorney's Office
City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
jmcdougall@burbankca.gov
jjvanderborght@burbankca.gov

Re: **Notice of Continuing Breach of Cooperative Agreement – North Hollywood to Pasadena Bus Rapid Transit Corridor Project; AFC03 Sheets SS-101 through SS-109, SS-111, SS-114, SS-115, TS-101, and TS-103 through TS-105**

Dear Mr. Hess, Mr. McDougall, and Ms. Vander Borght,

The Los Angeles County Metropolitan Transportation Authority ("Metro") appreciates the City of Burbank's approval of 259 of the 275 AFC03 plan sheets, and issuance of permits for the undisputed portions of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project ("Project"). These approvals and permits allowed construction on those portions to commence in accordance with the parties' August 31, 2026, interim terms. However, we are troubled by the City's continued violation of the parties' Cooperative Agreement by withholding approval of 16 sheets in Metro's AFC03 plan set.

In its letter dated September 29, 2026 ("September 29 Letter"), the City formally denied AFC03 sheets SS-101 through SS-109, SS-111, SS-114, SS-115, TS-101, and TS-103 through TS-105 (the "16 Sheets"), after previously returning them marked "Not Approved." The City explained that it rejects full-time dedicated bus lanes on Olive

Avenue, Alameda Avenue, and Buena Vista Street; believes that Exhibits 1 and 3 to the Cooperative Agreement intentionally left roadway striping configurations unspecified; and contends that its ownership of the street rights-of-way gives it authority to approve or deny the proposed signing and striping. (City Sept. 29, 2026 Letter, p. 1.)

On September 30, 2026, the Governor signed Senate Bill 1361, effective January 1, 2027, amending Government Code section 65912.157, which is a section of the Abundant and Affordable Homes Near Transit Act, also known as Senate Bill 79 ("SB 79"). As modified, Subdivision (c)(2)(A) of the statute prohibits a local government with an existing or planned transit-oriented development stop from requesting reduced transit service or removal of a transit-oriented development stop or dedicated transit lane "so that the requirements of this chapter [SB 79] do not apply." Subdivision (c)(2)(B) of the statute has been modified to prohibit such local government from conditioning or withholding approval or review of a transit project containing such a stop "on the basis of the impacts of additional height or density" available to a transit-oriented development housing project under that chapter.

On October 2, 2026, the parties entered into a stipulation, addressing, among other things, the City's prior reliance on SB 79 and the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) as grounds for withholding Project approvals. On October 5, 2026, the Court approved the stipulation and incorporated it into its order (together, the "Stipulation and Order"). Under the Stipulation and Order, the City agreed that it will not rely on SB 79 or its actual or potential effects as a basis for withholding, denying, delaying, or conditioning any Project approval, including approval of the 16 Sheets and the dedicated bus lanes depicted therein. The City also withdrew all CEQA-based grounds from its prior Project comment and correspondence and agreed not to assert any CEQA-based ground for withholding, denying, delaying, or conditioning Project approval. (Stipulation, ¶¶ 1–2.)

This letter responds to the City's continued withholding of approval of the 16 Sheets and the positions asserted in the September 29 Letter, and constitutes Notice under section 10.4 and Article 11 of the Cooperative Agreement that Metro considers the City's continued withholding of approval a continuing breach of the Agreement.

I. The Stipulation and Order narrow the dispute, but the City still has not identified a basis under the Cooperative Agreement for withholding approval of the 16 Sheets.

Before August 31, 2026, the City's written refusals to approve the Project relied principally on its position that SB 79 required subsequent environmental review under CEQA and on varied objections to the Project's dedicated-lane configuration. The scope and basis of the City's dedicated-lane objections changed over time. The City had previously objected to dedicated lanes on Olive Avenue between Buena Vista Street and Lake Street; then in February 2026 it demanded removal of *all* dedicated lanes as an alternative to additional environmental review; and by August 31 it had agreed to dedicated lanes on Glenoaks Boulevard while continuing to oppose them elsewhere in the City.

Since then, the City has withdrawn its reliance on SB 79 and CEQA pursuant to the Stipulation and Order. Accordingly, neither SB 79, its actual or potential effects, nor any CEQA-based ground may provide a basis for withholding, denying, delaying, or conditioning approval of the 16 Sheets or any related Project approval. What remains is the City's continued opposition to dedicated lanes on Olive Avenue, Alameda Avenue, and Buena Vista Street, but without an identified substantive basis for that opposition.

The September 29 Letter does not provide that substantive basis. It asserts that the City has authority to approve or deny signing and striping based on its interpretation of the Cooperative Agreement and its belief that the City owns the relevant street rights-of-way along the Project corridor. The letter also characterizes the City's preference for mixed-flow operation on Olive Avenue as a longstanding position communicated to Metro since 2022 during the Project's environmental review. But the letter does not identify the substantive basis for that preference or explain how it provides a permissible ground for withholding approval under the Cooperative Agreement.

As discussed in sections II through IV, below, Metro does not agree that the City's role in reviewing signing and striping, its interpretation of the Cooperative Agreement, or its stewardship role with respect to the public rights-of-way provides a basis for withholding approval of the 16 Sheets. None of those asserted sources of review authority identifies a contractual deficiency in the 16 Sheets or supplies the missing substantive basis for the City's continued opposition to the dedicated-lane configuration.

II. The City's authority to review signing and striping does not include authority to change the Project's lane configurations.

The Cooperative Agreement assigns the City a limited role in reviewing certain traffic-control designs. Exhibit 4 of the Agreement identifies approval of final design documents concerning permanent and temporary traffic controls, including signals and striping, among the City Traffic Engineer's functions. (Coop. Agmt., Exh. 4, pt. C.) And where a Rearrangement requires modification or installation of traffic-control devices, Exhibit 7 requires Metro to obtain City approval of the design for that work. (*Id.*, Exh. 7, § 3.3.)

But those approval functions exist under and within the limits of the Cooperative Agreement. Metro agreed to obtain City permits and approvals only "to the extent required under and in accordance" with the Agreement. (Coop. Agmt., §§ 2.5(a), 4.3(a).)

Exhibit 7 prescribes the grounds on which the City may reject a Metro submittal. Fundamentally, the City is "only" entitled to reject a submittal if it fails to comply with the requirements of the Cooperative Agreement, as specified in the City's Compliance Comments. (Coop. Agmnt., Exh. 7, § 3.1.) A "Compliance Comment" must identify either a failure to comply with an applicable covenant, condition, requirement, term, or provision of the Agreement, or missing information required for the submittal. (*Id.*, art. 11 [definition of "Compliance Comment"].)

The September 29 Letter does not identify any provision of the Cooperative Agreement, City Standard, technical deficiency, or missing information that would require revision of the 16 Sheets. Instead, the City purports to deny the 16 Sheets because it disagrees with the dedicated-lane configuration itself. That rejection, however, is based on the City's objection to dedicated bus lanes per se, not a Compliance Comment concerning how that configuration has been translated into signing and striping plans.

III. The Cooperative Agreement incorporates the Project as approved with the FEIR and reserves any change in Project scope to Metro.

The September 29 Letter also asserts that the Cooperative Agreement left the Project's lane configuration unresolved because Exhibits 1 and 3 did not specify the details of permanent roadway striping. That suggestion conflates the engineering details of signing and striping with the underlying Project configuration those plans implement. The Agreement defines the "NoHo to Pasadena Project" as the BRT project "as more fully described in EXHIBIT 1 (Project Description) and the FEIR." (Coop. Agmt., art.

11.) Exhibit 1 provides that the Project will operate with "various configurations of mixed-flow and dedicated bus lanes depending on location." (*Id.*, Exh. 1.) Exhibit 3 then depicts those configurations along the corridor using the same Project-alignment figure reflected in the FEIR, distinguishing center-running, median-running, curb-running, side-running, and mixed-flow segments. (*Id.*, Exh. 3.) That graphic is consistent with the FEIR's narrative description of the Burbank segment, which identifies dedicated lanes on Alameda Avenue and Buena Vista Street, dedicated side-running lanes on Olive Avenue between Buena Vista Street and Downtown Burbank, mixed-flow operation at constrained locations, and dedicated median-running lanes on Glenoaks Boulevard south of Providencia Avenue. (FEIR, pp. 2-15–2-16.)

Thus, the Project defined in the Agreement, including Exhibit 3, incorporates the FEIR's configuration, as approved by Metro.

Moreover, the Agreement provides that Metro, not the City, has authority to change the Project's scope. Section 1.1(e) provides that Metro may amend the scope of the Project in its "sole discretion," subject to the FEIR and required Board approvals. (Coop. Agmt., § 1.1(e).) Nothing in the Agreement gives the City a right to amend the Project's scope through its review of signing and striping plans.

IV. Any City authority over the public rights-of-way remains subject to the Cooperative Agreement.

The September 29 Letter further asserts that the City "owns the relevant street rights of way" and that Metro cannot "take said streets in a dedication exclusively for its transit use." (City Sept. 29, 2026 Letter, p. 1.) Whatever property interests the City may hold in the public rights-of-way, that does not supply an independent basis for rejecting the 16 Sheets.

Metro possesses broad statutory authority to construct and operate transit facilities along and over public rights-of-way. (Pub. Util. Code, §§ 30630, 30633, 31631, subd. (a); see *Rapid Transit Advocates, Inc. v. Southern California Rapid Transit Dist.* (1986) 185 Cal.App.3d 996, 1000–1002.) The parties nevertheless agreed that Metro would obtain City permits and approvals relating to the public right-of-way—but only "to the extent required under and in accordance with" the Cooperative Agreement. (Coop. Agmt., §§ 2.5(a), 4.3(a).)

Whatever claim the City has over its streets therefore does not expand the scope of the City review authority the parties agreed upon. The City may review the matters assigned to it under the Agreement and may reject a submittal on grounds the Agreement

permits. It may not use its stewardship role with regard to the public right-of-way to require a different Project configuration.

V. Objections to dedicated lanes outside the previously disputed Olive Avenue segment are independently inconsistent with Exhibit 7.

The City's September 29 Letter describes as "longstanding" its position that Olive Avenue should operate in mixed flow, but it also rejects dedicated lanes on Alameda Avenue and Buena Vista Street. (City Sept. 29, 2026 Letter, p. 1.)

The mixed-flow request was communicated to Metro at the 60- and 85-percent design stages for the Olive Avenue segment between Buena Vista Street and Lake Street. (City Feb. 17, 2026 Letter, p. 2.) The City's objections to dedicated lanes elsewhere, however, were not in its earlier design comments and therefore constituted new Final Design issues. (Metro Mar. 18, 2026 Letter, pp. 1–2.)

Exhibit 7, section 3.3 provides that during Final Design the City "shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals." (Coop. Agmt., Exh. 7, § 3.3.) The September 29 Letter provides no basis for concluding that the City may now use Final Design review to expand its earlier Olive Avenue objection to dedicated lanes on Alameda Avenue and Buena Vista Street.

VI. Requested Action

Metro requests that the City approve the 16 AFC03 Sheets within **10 business days after receipt of this Notice.**

If the City continues to withhold its approval of the 16 Sheets, Metro requests that, within that same period and to facilitate the parties' further discussions under paragraph 3 of the Stipulation and Order, the City provide its complete present basis for each remaining objection to each affected sheet, including:

1. Each specific covenant, condition, requirement, term, or provision of the Cooperative Agreement with which the City contends the sheet fails to comply;

2. Each Compliance Comment on which the City relies;

3. Any other factual or contractual ground on which the City presently contends it may require mixed-flow rather than dedicated-lane operation on the portion of the Project depicted on the sheet;

4. The specific revision, if any, the City contends Metro must make to obtain approval of the sheet; and

5. Any other presently asserted contractual ground on which the City contends it may withhold approval.

If the September 29 Letter is intended itself to constitute the City's Compliance Comments, please identify which statement in that letter corresponds to each affected sheet, the particular provision of the Cooperative Agreement with which the sheet allegedly fails to comply, and the change required to obtain approval.

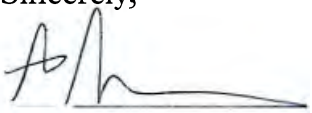
Metro requests this information so that the parties can identify precisely what remains in dispute, meaningfully meet and confer as contemplated in the Stipulation and Order, and, if necessary, present the remaining dispute to the Court for resolution.

Metro does not waive its position that the parties have already completed the Cooperative Agreement's issue-resolution process concerning the City's asserted authority to require removal of dedicated bus lanes from the Project. This Notice does not restart or extend that process. It provides notice of the City's continuing breach arising from its non-approval of the 16 Sheets and an opportunity for the City to cure that breach.

Consistent with paragraph 3 of the Stipulation and Order, Metro's participation in further discussions does not waive its position that any remaining ground or comment was untimely raised or is otherwise barred by, inconsistent with, or in violation of the Cooperative Agreement. Metro expressly reserves its position that any new or expanded grounds for rejection are prohibited by Exhibit 7, section 3.3, and otherwise barred by waiver, estoppel, or applicable law. Nothing in this letter waives any right, claim, remedy, argument, or position Metro has asserted or may assert under the Cooperative Agreement, the August 31 interim terms, the Stipulation and Order, applicable law, or the pending litigation. Metro expressly reserves all such rights and remedies.

Thank you for your prompt attention to this matter. Metro remains available to meet promptly with City representatives.

Sincerely,



Nathan O. George

Cc *via Email*:

Patrick Prescott, Community Development Director, City of Burbank
Damian Skinner, Public Works Director, City of Burbank
Lifan Xu, Chief Assistant Public Works Director/City Engineer, City of Burbank
David Kriske, Assistant Community Development Director – Transportation, City of Burbank
Pam K. Lee, Aleshire & Wynder, LLP
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Quinn Tang, Assistant County Counsel
Ronald W. Stamm, Principal Deputy County Counsel
Joshua A. Cohen, Senior Deputy County Counsel
Tim Lindholm, Chief Program Management Officer, Metro
Ray Sosa, Chief Planning Officer, Metro
Michael McKenna, Deputy Chief Program Management Officer, Metro
Anthony DeFrenza, Deputy Executive Officer, Project Management, Metro

Cc *via U.S. Mail:*

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David Kriske, Assistant Community Development Director – Transportation
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Los Angeles County Metropolitan Transportation Authority v. City of Burbank
Case No. 26STCP01904 (Related to Case No. 26STCP03189)

PROOF OF SERVICE

I, Bonnie Thorne, am employed in the County of Sacramento. My business address is 555 Capitol Mall, Suite 800, Sacramento, CA 95814, and email address is bthorne@rmmenvirolaw.com. I am over the age of 18 years and not a party to the above-entitled action.

On November 5, 2026, I served the following:

FIRST AMENDED AND SUPPLEMENTAL VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF, BREACH OF CONTRACT, BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

BY ELECTRONIC TRANSMISSION OR EMAIL causing a true copy thereof to be electronically delivered in the ordinary course of business following ordinary business practices, to the electronic address of the person(s) or representative(s) listed below. I am readily familiar with Remy Moose Manley, LLP's practice for filing and serving electronically. The transmission reported as complete and without error.

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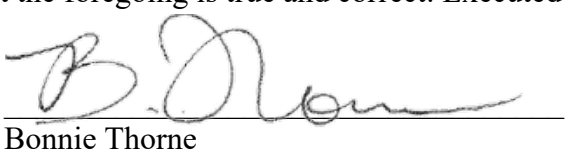
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Los Angeles County Metropolitan Transportation Authority

I declare under penalty of perjury that the foregoing is true and correct. Executed this 5th day of November 2026, at Sacramento, California.



Bonnie Thorne