

**Metro**Los Angeles County
Metropolitan Transportation AuthorityOne Gateway Plaza
Los Angeles, CA 90012-2952213.922.2000 Tel:
metro.net**SYSTEM SAFETY & OPERATIONS COMMITTEE
OCTOBER 17, 2013****SUBJECT: ENHANCED FIBER OPTIC COMMUNICATIONS****ACTION: MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES
COMMUNITY COLLEGE DISTRICT****RECOMMENDATION**

Authorize the CEO to execute a Memorandum of Understanding (MOU) between Metro and the Los Angeles Community College District (LACCD) allowing staff to work cooperatively to develop and execute future agreements relating to the development of fiber optic cable infrastructure along Metro right-of-ways (ROW).

ISSUE

The MOU will allow LACCD to connect its various colleges by utilizing existing Metro right-of-way, while also providing Metro a cost effective method to replace aging fiber optic cable infrastructure along various Metro ROW. Metro and LACCD believe it is mutually beneficial to cooperate to implement the proposed improvements, to exchange facilities, and to enter into a long term agreement detailing their mutual ongoing commitments for the mutual benefit of the Parties. This MOU documents a commitment and framework for each agency to rely upon in deploying staff and other resources in the development of these agreements.

DISCUSSION

LACCD wants to use Metro property for the installation of fiber optic cables and spare Metro fiber optic cables for a fiber optic network connecting LACCD's Educational Services Center, LACCD's nine community college campuses and facilities throughout Los Angeles County, and other entities that support LACCD's core functions, to support the communications network connectivity needs of LACCD.

The first phase of the project will encompass the Metro Red, Orange, Blue and Gold lines. The locations of these lines are advantageous to LACCD headquarters and campuses. Metro wants to expand and improve its own fiber optic network which includes the replacement of old, fragile fiber optic cables in the Metro's Red/Purple Line ROW by both replacing existing fiber optic cable and adding additional fiber optic cable

to support communication services to Metro's rail stations as well as provide enhanced data pipelines for LACCD.

Metro will be obligated to pay for repairs following the initial installation of the fiber optic cables. Repairs to the Metro Network Expansion on LACCD property will require a reimbursement by Metro. If the reimbursement is over the CEO's authority, it will be brought back to the Board for approval.

Due to LACCD's geographical campus locations in Los Angeles County, its many campuses are isolated physically and do not have a cost effective provisions to connect and transfer high-speed data among its many physical locations. The LACCD has established a project title "Connect-LACCD". This project will provide for fiber optic metropolitan area network that provide a high speed network and connectivity across the colleges and the Educational Services Center. This network will meet the growing academic and support services needs for LACCD. It is one of the key components of the Technology Strategic Plan adopted by the Board in March 2011.

Metro owns approximately 250 miles of railroad ROW across Los Angeles County (including ROW currently in use by MTA for tunnels, light rail, busways, ROW currently in use for MetroLink; and ROW currently reserved for future transportation uses) as well as ancillary property.

DETERMINATION OF SAFETY IMPACT

Approval of this item will allow for the maintenance and replacement of Metro's deteriorating fiber optic cable, thereby ensuring reliable rail system communication.

FINANCIAL IMPACT

The funding for this project will be fully reimbursed by LACCD. The project manager will require a pass through project to accumulate and document Metro labor, material, and contractor cost so as to seek and receive reimbursement for LACCD. Initial costs in the magnitude of \$200,000 will be charged to this pass through project in FY14.

Impact to Budget

The rail operating budget will temporarily be used for project costs but shall be reimbursed by the LACCD.

ALTERNATIVES CONSIDERED

The alternative considered by Metro staff is establishing its own Capital Project to replace the Metro Red/Purple Line fiber optic cable. Estimated costs to Metro to replace the fiber cable in the Metro Red/Purple Line tunnel is in the \$2,000,000 to \$4,000,000 range.

NEXT STEPS

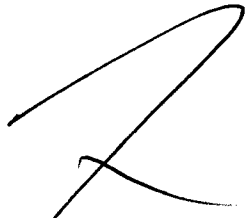
Once approved, Metro and LACCD will execute the MOU and then meet and agree upon a mutual project time-line to start the replacement of the Metro Red/Purple Line fiber optic. The estimates time to complete this phase is 12 months. Once mutual projects are agreed upon, the parties will execute the appropriate agreements to document such agreements.

ATTACHMENTS

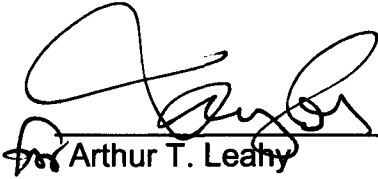
A. LACCD Board Report for the MOU between LACCD and Metro.

Prepared by: Daniel Lindstrom, Wayside Communications System Manager
Robert Fischer, Systems Project Manager

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(213) 922-7270



Frank Alejandro
Chief Operations Officer



Arthur T. Leahy
Chief Executive Officer

PROJECT MEMORANDUM OF UNDERSTANDING

BETWEEN

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

AND

LOS ANGELES COMMUNITY COLLEGE DISTRICT

(LACCD FIBER PROJECT/LACMTA NETWORK EXPANSION)

PROJECT MEMORANDUM OF UNDERSTANDING

(LACCD FIBER PROJECT/LACMTA NETWORK EXPANSION)

THIS PROJECT MEMORANDUM OF UNDERSTANDING (LACCD FIBER PROJECT/LACMTA NETWORK EXPANSION) (this "MOU"), is effective as of _____, 2013 (the "Effective Date"), by and between 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 ("LACMTA") and the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a public agency providing higher education services under the authority of the laws of the State of California ("LACCD"). LACMTA and LACCD may sometimes be referred to herein individually as a "Party" or collectively, as the "Parties."

RECITALS

A. LACMTA is the owner of approximately 250 miles of railroad right-of-way across and throughout Los Angeles County, California (some of which is currently (i) in use by LACMTA for tunnels, light rail, busways and by SCRRA for Metrolink or (ii) reserved for future transportation uses) as well as ancillary property, including, existing conduit, cable trays and pathways (the real property and personal property are collectively referred to herein as, the "LACMTA Property"). In addition, LACMTA has the right under an easement agreement to utilize fiber optic cable located within the Pacific Pipeline's right-of-way (the "Pacific Pipeline Cable," depicted on Exhibit A).

B. Certain portions of the LACMTA Property contain spare fiber optic facilities, as well as unused/spare communications pathways, which, in certain circumstances, may be usable for the placement and distribution of new fiber optic cables and ancillary facilities. In addition, the Pacific Pipeline Cable includes unused fiber optic cable strands.

C. LACCD desires to construct and operate a fiber optic network that would interconnect LACCD's Educational Services Center, LACCD's nine community college campuses, various satellite facilities throughout Los Angeles County, and various other facilities throughout Los Angeles County that support LACCD's core functions (the "LACCD Project"). To support its communications network connectivity needs, LACCD desires to use certain (i) portions of the LACMTA Property for the installation of fiber optic cables, (ii) unused fiber optic cable strands in the Pacific Pipeline Cable (to the extent allowed under LACMTA's easement), and (iii) property owned by LACCD and various third parties for the installation of fiber optic cables.

D. To support its communications network connectivity needs, LACMTA desires to (i) have certain portions of its fiber optic network located on the LACMTA Property expanded, improved and replaced within LACMTA Property, and (ii) utilize portions of LACCD's desired fiber optic network located outside of LACMTA's Property (the "LACMTA Network Expansion" and collectively with the LACCD Project, the "Combined Project").

E. Both LACCD and LACMTA desire to work together cooperatively to determine if it is feasible for, and in the best interest of, each Party to enter into an agreement (a "Segment Agreement") for each discrete segment (each a "Segment") of the Combined Project. Segment Agreements may include, without limitation, license agreements, entry permits and/or

the Orange Line in which such cable is installed for LACCD (collectively, the "**Initial Segment**"). The Parties desire to complete the Initial Segment by the end of June 2014. The Project Coordination Team (defined in Section 5) will work cooperatively (x) to determine the design and construction of the Initial Segment, including its location, sizing and performance standards of fiber optic cable, and the construction, and maintenance of such fiber optic cable and (y) to negotiate and draft required Segment Agreements memorializing such determinations and other terms and conditions.

- B. Subsequent Segments and Timing. The Project Coordination Team (defined in Section 5) will work cooperatively to (i) determine the order, nature, feasibility and details of the subsequent Segments and (ii) develop an implementation schedule for the subsequent Segments.
- C. Target Completion Date. The Parties anticipate that the Combined Project will be completed by the end of 2017.

5. **Project Coordination Team.** To provide for consistent and effective communication, each Party shall, not later than 30 calendar days after the Effective Date, notify the other Party in writing of (a) the name of its designated single point of contact responsible for implementing this MOU and (b) the names of its designated senior representatives. The designated single points of contact and senior representatives of both Parties shall be referred to collectively as the "**Project Coordination Team.**"

- 5.1 Regular Meetings. The Project Coordination Team shall meet regularly until the end of the LACCD Project and LACMTA Network Expansion.
- 5.2 Chair. LACCD's project manager shall chair the Project Coordination Team.
- 5.3 Duties. The Project Coordination Team shall work together to (a) determine mutually agreeable Segments that comply with the requirements set forth in Sections 4.3 and 8, (b) determine the order, nature, feasibility, and details of each Segment, (c) generally oversee the cooperative aspects of the Combined Project, and (d) determine timelines and scheduling. In addition, each Party's Project Coordination Team members shall make recommendations to their respective agency in order to obtain each Party's approval prior to entering into a particular Segment Agreement for implementation of a particular Segment.

6. **LACCD Responsibilities.** LACCD shall be responsible for:

- 6.1 The coordination of the Combined Project;
- 6.2 Paying all costs and expenses related to design, entitlement, implementation, construction, and management of the Combined Project;
- 6.3 Acting as Lead Agency under CEQA for the Combined Project and each Segment thereof;

- 6.4 Obtaining all required permits, entitlements and permissions for the Combined Project;
- 6.5 Procuring goods and services required to complete a Segment, if applicable;
- 6.6 Working with LACMTA to obtain licenses or permits for the installation and use of fiber optic cable on Third-Party Property;
- 6.7 Entering into a Segment Agreement for each Segment with LACMTA which will (a) provide for LACCD gaining exclusive use of fiber optic cable over and through certain portions of LACMTA Property and/or Third-Party Property; and/or LACMTA gaining exclusive use of fiber optic cable installed within LACCD Property and/or Third-Party Property and (b) set forth each Party's obligations regarding the construction and maintenance of the fiber optic cable, including, any payment obligations by the Parties for repair and replacement;
- 6.8 Paying or reimbursing all actual costs and expenses related to the replacement of any portion of the LACCD Project (including those portions located on the LACMTA Property), as set forth in the applicable Segment Agreement;
- 6.9 Paying or reimbursing all actual costs and expenses related to the use maintenance, and repair of the LACCD Project (including those portions located on the LACMTA Property and the Pacific Pipeline Cable), as set forth in the applicable Segment Agreement;
- 6.10 LACCD shall reimburse LACMTA for its actual and reasonable costs and expenses related to LACMTA's maintenance, repair, or replacement of the LACCD Project pursuant to LACMTA's responsibilities set forth in Section 7.12, as set forth in the applicable Segment Agreement; and

7. LACMTA Responsibilities. LACMTA shall be responsible for:

- 7.1 Assigning adequate project staff to assist LACCD with timely implementation of the Combined Project;
- 7.2 Articulating the needs of the LACMTA Network Expansion;
- 7.3 Facilitating the design, permitting, implementation, and construction of those portions of the Combined Project that are located on LACMTA Property, Third-Party Property, and/or LACCD Property.
- 7.4 Facilitating construction through coordinating access to certain portions of the LACMTA Property and facilities for construction purposes (through the use of LACMTA's entry permit form), including (to the extent determined feasible by LACMTA at its sole discretion): (a) providing adequate space for temporary materials storage, (b) providing electrical power and other utilities, (c) temporary parking facilities for use by contractors and employees during construction, and (d) coordinating single tracking, if needed, in accordance with LACMTA's standard policies and procedures;

- 7.5 Funding its own costs of supporting the implementation of the Combined Project, pursuant to LACMTA's duties set forth in this MOU;
 - 7.6 Working with LACCD to obtain licenses or permits for the installation and use of fiber optic cable on Third-Party Property;
 - 7.7 Assisting LACCD with efforts to obtain required permits, entitlements and permissions for the Combined Project and providing required notices;
 - 7.8 Acting as a responsible agency under CEQA for the Combined Project and each Segment thereof;
 - 7.9 Entering into a Segment Agreement for each Segment with LACCD which will (a) provide for LACCD gaining exclusive use of fiber optic cable over and through certain portions of LACMTA Property and/or Third-Party Property; and/or LACMTA gaining exclusive use of fiber optic cable installed within LACCD Property and/or Third-Party Property and (b) set forth each Party's obligations regarding the construction and maintenance of the fiber optic cable, including, any payment obligations by the Parties for repair and replacement;
 - 7.10 Paying or reimbursing all actual costs and expenses related to the replacement of any portion of the LACMTA Network Expansion, which accrue after construction of each Segment is completed, as set forth in the applicable Segment Agreement;
 - 7.11 LACMTA shall reimburse LACCD for its actual and reasonable costs and expenses related to LACCD's maintenance, repair, or replacement of the LACMTA Network Expansion on LACCD Property or on Third-Party Property, as set forth in the applicable Segment Agreement; and
 - 7.12 Maintaining and repairing all portions of the LACCD Project located on the LACMTA Property or Third-Party Property (if applicable) as more specifically set forth in the applicable Segment Agreement.
 - 7.13 Procuring goods and services required to complete a Segment, if applicable;
8. **Consideration.** Other than the operation and maintenance obligations, the Parties, as public entities, intend to structure each Segment so that there is a roughly equivalent exchange of LACCD's design, construction, installation and provision of fiber facilities, and real property rights on a Segment by Segment basis.
9. **Term & Termination.** The term of this MOU shall commence on the Effective Date and shall terminate on the earliest to occur of, the date on which (a) either Party determines that the Combined Project would cause an unmitigated environmental effect for which no statement of overriding consideration will be made and has provided written notice of such determination to the other Party, (b) either Party's governing board determines not to authorize such Party to participate in the Combined Project and such Party has provided written notice of such determination to the other Party, (c) this MOU is replaced with a superseding agreement for the Combined Project executed by both Parties, (d) the Combined Project is completed, (e) either Party terminates this MOU on thirty (30)

days prior written notice (subject to Section 9.1); or (f) the Parties both agree in writing to terminate this MOU.

- 9.1 **Segment Completion.** In order to assure adequate consideration for each Party as described in Section 8, this MOU may not terminate pursuant to Sections 9(a), 9(b), or 9(e) from the time that work (including pre-development work) starts on a Segment under a fully-executed Segment Agreement, until such time as such Segment is completed.
- 9.2 Each Segment Agreement shall be consistent with the principles set forth in this MOU; however, once executed, each Segment Agreement shall take precedence over the general terms of this MOU with regard to that Segment only.
10. **Dispute Resolution.** The Project Coordination Team shall make every effort to resolve any dispute amicably and in a timely manner. As a condition precedent to a Party bringing any suit related to this MOU, that Party must first notify the other Party in writing of the nature of the dispute and seek in good faith to resolve the dispute through negotiation.
- 10.1 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this MOU, each party shall bear its own attorneys' fees and costs. This Section 10.1 shall survive the termination or expiration of this MOU.
11. **No Joint Venture.** The Parties acknowledge that this MOU is not intended and does not create an agency, partnership, joint venture, or any other type of relationship except the cooperative relationship established hereby. In the exercise of their respective rights and obligations under this MOU, the Parties each act in an independent capacity and will not hold themselves out as an agent, partner or co-venturer of the other Party. Neither Party shall provide, without the consent of the other Party, any contractor with a release that waives or purports to waive any rights the other Party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other Party may have or for violation of any law.
12. **Severability.** If any clause or provision of this MOU is illegal, invalid or unenforceable under present or future laws effective during the term of this MOU, then and in that event, it is the intention of the parties hereto that the remainder of this MOU shall not be affected thereby, and it is also the intention of the parties to this MOU that in lieu of each clause or provision of this MOU that is illegal, invalid or unenforceable, there be added as a part of this MOU a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable
13. **Notices.** Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt or first attempted delivery to the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza - Mail Stop: 99-18-3
Los Angeles, CA 90012-2952
Attn: Mr. Roger Moliere, Executive Officer,
Real Property Management & Development

With a copy to:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza – Mail Stop 61-1-1
Los Angeles, CA 90012-2952
Attn: Mr. Daniel Lindstrom, Wayside Systems Manager, Communications

And a copy to:

Office of the County Counsel
One Gateway Plaza, 24th Floor
Los Angeles, California 90012-2932
Attention: Joyce Chang, Esq.
Phone: (213) 922-2502
Fax: (213) 922-2531

LACCD's Address:

Los Angeles Community College District
770 Wilshire Blvd.
Los Angeles, CA 90017
Attn: Jorge C. Mata, Chief Information Officer
Email: MataJC@email.laccd.edu
Telephone: (213) 891-2034
Attn: James D. O'Reilly, Executive Director of Facilities Planning and Development
Email: oreilljd@email.laccd.edu
Telephone: (213) 891-2366

With a copy to:

Gail A. Karish
John Holloway
Best Best & Krieger LLP
300 South Grand Ave., 25th Floor
Los Angeles, CA 90071
Telephone: (213) 617-8100
Email: Gail.karish@bbklaw.com
John.holloway@bbklaw.com

14. **Entire Agreement; Amendments.** This MOU constitutes the entire understanding and agreement of LACMTA and LACCD with respect to the subject matter of this MOU, and contains all of the covenants and agreements of LACMTA and LACCD with respect

thereto. LACMTA and LACCD each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by LACMTA or LACCD, or anyone acting on behalf of LACMTA or LACCD, which are not contained herein, and any prior agreements, promises, negotiations, or representations not expressly set forth in this MOU are of no force or effect. This MOU may not be altered, changed or amended except by an instrument in writing signed and dated by both parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this MOU has been duly executed, in duplicate, by the Parties hereto as of the date first above written.

LACMTA:

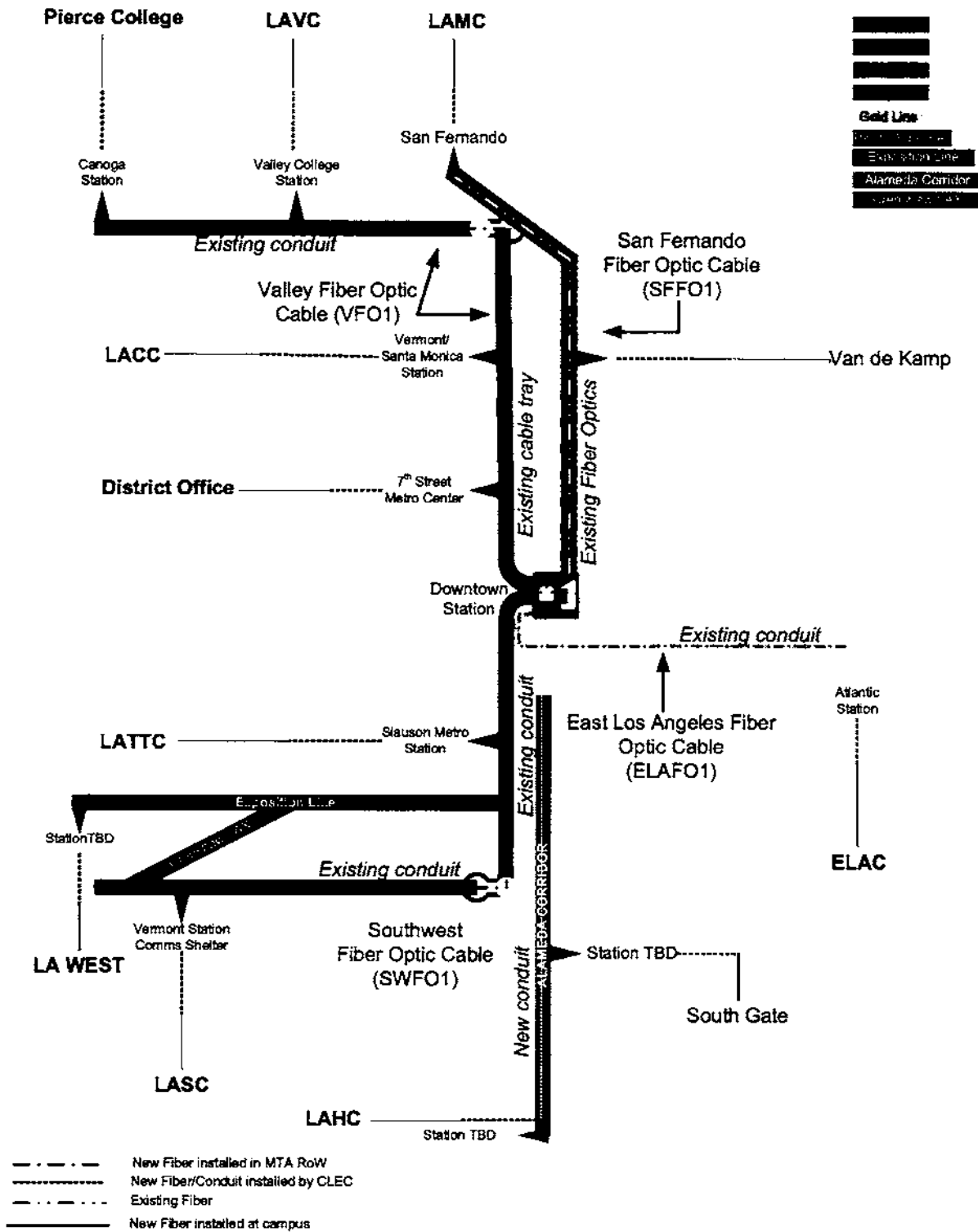
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Name: Roger Moliere
Title: Chief, Real Property Management and Development

LACCD:

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: _____
Name: James D. O'Reilly
Title: Executive Director of Facilities Planning and Development



such other documents needed to properly document the terms and conditions pursuant to which (i) LACCD would gain exclusive use of fiber optic cable newly installed over and through certain portions of the LACMTA Property, (ii) LACCD would gain exclusive use of certain unused fiber optic cable strands in the Pacific Pipeline Cable (to the extent allowed under LACMTA's easement), (iii) LACMTA would gain exclusive use of newly installed fiber optic cable over and through certain portions of LACCD property ("**LACCD Property**"), (iv) LACMTA and LACCD would gain exclusive use of newly installed fiber optic cable over and through certain portions of third party property ("**Third-Party Property**"), (v) LACMTA would gain exclusive use of newly installed fiber optic cable over and through certain portions of LACMTA Property, and/or (vi) the Parties would work cooperatively to obtain access rights over, under or through Third-Party Property to install and use fiber optic cable for the Combined Project.

F. Both LACCD and LACMTA desire for LACCD as the lead agency and LACMTA as a responsible agency to conduct environmental reviews, in full compliance with the California Environmental Quality Act ("**CEQA**"), to determine the potential environmental effects of any of the Segments and the Combined Project prior to committing to (i) construct any such Segment or the Combined Project and (ii) enter into any Segment Agreement with the other Party or a license agreement with an owner of any portion of the Third-Party Property for rights related to any such Segment or the Combined Project.

G. Both LACCD and LACMTA agree that, as provided for by CEQA, each Party expressly retains the ability and authority to consider and adopt all feasible mitigation measures for any potentially significant environmental impacts resulting from either the Combined Project and/or any Segment, and that each Party likewise retains the ability and authority to consider and approve any reasonable Project alternative, specifically including the potential approval of the "no project" alternative. Furthermore, both LACCD and LACMTA agree that no formal decision to proceed with the use of any particular site for the placement of potential facilities shall be made until and unless all required CEQA review is complete.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above Recitals, which are incorporated herein and of the covenants contained herein, the Parties agree as follows.

1. **Objective.** The purpose of this MOU is to establish a framework through which the Parties may work cooperatively in the overall implementation of the Combined Project.
 - 1.1 It is anticipated that if (a) it is feasible for, and in the best interest of, each Party and (b) it would not cause unmitigated environmental effects or effects for which no statement of overriding consideration was made, the Parties would enter into Segment Agreements setting forth their respective responsibilities and commitments regarding the exchange of facilities, including the use of certain portions of the LACMTA Property by LACCD for the LACCD Project and the provision of facilities on LACMTA Property, the Third-Party Property, and the LACCD Property by LACCD in furtherance of the LACMTA Network Expansion.
 - 1.2 Notwithstanding anything to the apparent contrary in this MOU, this MOU does not grant, transfer or permit the use of any of the LACMTA Property, Pacific Pipeline Cable, LACCD Property, or any Third-Party Property. If (a) the

provisions of both Sections 1.1(a) and (b) are satisfied and (b) the Parties elect to proceed with any such grant, transfer or permit, then all such grants, transfers or permits will be provided on a Segment-by-Segment basis pursuant to Segment Agreements acceptable to both Parties.

2. **LACCD Project Description.** To help serve LACCD's communications and data security needs, LACCD has secured funding to plan and construct and/or acquire facilities for the LACCD Project in various locations as set forth below.

2.1 **LACMTA Property.** LACCD desires to cause LACMTA to construct a portion of the LACCD Project on certain portions of the LACMTA Property, including along the following rail lines (depicted on Exhibit A):

- A. Orange Line;
- B. Red Line;
- C. Blue Line;
- D. Green Line;
- E. Crenshaw Line;
- F. Gold Line; and
- G. Exposition Line.

2.2 **Pacific Pipeline Cable.** LACCD desires to utilize certain unused fiber optical cable strands in the Pacific Pipeline Cable (to the extent allowed under LACMTA's easement).

2.3 **Third-Party Property.** LACCD desires to cause to construct and to utilize a portion of the LACCD Project over, under or through certain Third-Party Property (including public streets and highways, the Alameda Corridor, and additional locations as may be determined in the future).

2.4 **LACCD Property.** LACCD desires to cause to construct and to utilize a portion of the LACCD Project over, under or through certain LACCD Property.

3. **LACMTA Network Expansion Description.** LACMTA has identified locations in which it desires to expand and/or upgrade the reach and capacity of its existing fiber optic network, on the LACMTA Property, Third-Party Property and LACCD Property. Such locations include rail lines depicted on Exhibit A, stations, and Third-Party Property, collectively as described below:

3.1 **LACMTA Property.**

- A. Orange Line;
- B. Red Line;
- C. Blue Line;

- D. Green Line;
- E. Gold Line;
- F. Exposition Line;
- G. Wilshire/Western Station;
- H. North Hollywood Station;
- I. Aviation Station;
- J. Red Line Yard;
- K. Atlantic Station;
- L. Canoga Station; and
- M. Central Control Center.

3.2 Non-LACMTA Property.

- A. Los Angeles County Sherriff's Emergency Operations Center in Monterey Park;
- B. Fire Emergency Operations Center; and
- C. The Alameda Corridor.

4. Additional Description of Both Projects.

4.1 Separate Bundles. Unless unfeasible, fiber for the LACCD Project and the LACMTA Network Expansion shall be in separate fiber bundles or cables.

4.2 Additional Locations. The Parties shall cooperate in considering additional locations that might be included in the Combined Project.

4.3 Segments and Timeline. It is expected that the Combined Project will be completed in Segments pursuant to a timeline established by the Parties, and that each Segment shall have independent utility and provide roughly equivalent benefits to each Party.

- A. Initial Segment. It is expected that the initial Segment of the Combined Project will (i) connect LACCD's Educational Services Center to Los Angeles Valley College utilizing certain portions of the LACMTA Property consisting of (a) an existing cable tray in a portion of the Red Line from the 7th Street Metro Center to the Red Line's intersection with the Orange Line and (b) existing conduit in a portion of the Orange Line from the Red Line's intersection with the Orange Line to the Valley College Station and (ii) provide LACMTA with new fiber optic cable (a) of the same quality as installed for LACCD and (b) for the segments of the Red Line and

