

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2020**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2022 by and between Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the City of Carson (the “City”).

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency’s reported data; and

WHEREAS, at its June 24, 2021 meeting, LACMTA approved the Fiscal Year FY 2021-22 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2019-20; and

WHEREAS, the City has voluntarily submitted their FY2019-20 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2019-20 Report Year (the “Project”); and

WHEREAS, on March 15, 2022, the Federal Transit Administration (FTA) published in the Federal Register the FY 2021-22 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding (“MOU”) will be in effect from **May 1, 2022**, through **June 30, 2025** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2019-20 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2019-20 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2020**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2019-20 NTD statistics. LACMTA shall pay the City for submitting the FY 2019-20 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City’s motor bus service, LACMTA shall pay an amount equal to the 253,900 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.55708563998307614 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-TAXI SERVICE

For City’s dial-a-ride service, LACMTA shall pay an amount equal to the 75,497 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.55708563998307614 per revenue vehicle mile. See Attachment A for detail.

CRRSAA ACT EQUIVALENT SUPPLEMENTAL FUNDING

LACMTA shall pay up to \$125,200 in CRRSAA Act equivalent Program Funds to support transit programs that are impacted by the COVID-19 pandemic.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2025**, in the amount of **\$308,703** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAICARS22000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
- 7.1 City's Address:
Carson
801 E. Carson St.
Carson,CA 90745
Attn: Jason Jo
jjo@carson.ca.us

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Carson

Los Angeles County Metropolitan
Transportation Authority

By: _____

Mayor/City Manager

STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Legal Counsel

DAWYN R. HARRISON
Acting County Counsel

By: 
Deputy

Date: _____

Date: 7/21/2022

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY20
Using FY22 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	\$ from VRM	Tier II Operator Deduction	CRRSAA Allocation Amount	Total (\$)Due to Jurisdiction
Alhambra	MB	8	102,410	57,051.14		77,146	134,197
Alhambra	DR	7	167,428	93,271.73			93,272
Artesia	DR (DT)	5	9,694	5,400.39		3,574	8,975
Azusa	DR	6	71,068	39,590.96		26,792	66,383
Baldwin Park	MB	6	208,342	116,064.34		65,991	182,055
Baldwin Park	DR	2	28,492	15,872.48			15,872
Bell	MB	1	32,826	18,286.89		15,889	34,176
Bell	DR	9	21,572	12,017.45			12,017
Bellflower	MB	2	71,226	39,678.98		27,429	67,108
Bellflower	DR	2	19,908	11,090.46			11,090
Bell Gardens	MB	3	98,337	54,782.13		42,177	96,960
Bell Gardens	DR	3	30,829	17,174.39			17,174
Burbank	MB	14	287,907	160,388.86	(23,294)	75,421	212,516
Calabasas	MB	11	88,572	49,342.19		36,680	86,022
Calabasas	DR	1	15,460	8,612.54			8,613
Carson	MB	7	253,900	141,444.04		125,200	266,644
Carson	DT	8	75,497	42,058.29			42,058
Cerritos	MB	5	156,059	86,938.23		68,089	155,028
Cerritos	DR	10	54,146	30,163.96			30,164
Compton	MB	5	149,036	83,025.82		37,048	120,074
Compton	DR	2	4,257	2,371.51			2,372
Covina	DR	4	54,151	30,166.74		17,438	47,605
Cudahy	MB	1	34,280	19,096.90		15,794	34,891
Cudahy	DR	5	20,940	11,665.37			11,665
Downey	MB	7	102,330	57,006.57		57,208	114,214
Downey	DR	16	59,646	33,227.93			33,228
Duarte	MB	2	DID NOT REPORT F	-		17,940	-
El Monte	MB	7	216,827	120,791.21		86,682	207,473
El Monte	DR	6	66,759	37,190.48			37,190
Glendora	MB	3	67,049	37,352.04		52,810	90,162
Glendora	DR	10	71,360	39,753.63			39,754
Huntington Park	MB	5	157,801	87,908.67		61,507	149,415
Huntington Park	DT	13	70,022	39,008.25			39,008
LACDPWAvocado	MB	1	38,404	21,394.32		11,155	32,549
LACDPWELA	MB	6	244,735	136,338.35		91,280	227,619
LACDPWELA	DR	7	49,933	27,816.96			27,817
LACDPWEast Valinda	MB	1	44,216	24,632.10		12,553	37,185
LACDPWKing Medical	MB	1	34,252	19,081.30		10,062	29,143
LACDPWWillowbrook Shuttle	MB	2	79,283	44,167.42		23,433	67,600
LACDPWS.Whittier	MB	4	218,008	121,449.13		58,266	179,715
LACDPWAthens	MB	1	36,686	20,437.24		10,505	30,942
LACDPWLennox	MB		31,213	17,388.31		8,230	25,619
LACDPWFloranceFirestone	MB	2	58,784	32,747.72		13,772	46,520
Lakewood	DR	12	61,282	34,139.32		17,851	51,991
Lawndale	MB	2	67,033	37,343.12		22,357	59,701
Lynwood	MB	4	138,136	76,953.58		38,805	115,758
Malibu	DT	9	11,141	6,206.49		4,222	10,429
ManhattanBeach	DR	4	34,824	19,399.95		13,961	33,361
Maywood	MB	2	25,324	14,107.64		16,328	30,436
Maywood	DR	2	16,227	9,039.83			9,040
MontereyPark	MB	6	166,354	92,673.42		69,425	162,098
MontereyPark	DR	3	22,225	12,381.23			12,381
Pico Rivera	DR	3	13,398	7,463.83		5,909	13,373
Rosemead	MB	2	109,666	61,093.35		50,154	111,247
Rosemead	DR	3	31,691	17,654.60			17,655
Santa Fe Springs	DR	2	15,045	8,381.35		5,719	14,100
South Gate	MB	5	136,729	76,169.76		100,832	177,001
South Gate	DT	9	152,831	85,139.96			85,140
SouthPasadena	DR	5	25,672	14,301.50		10,154	24,456
WestCovina	MB	4	168,146	93,671.72		64,915	158,587
WestCovina	DR	4	51,844	28,881.55			28,882
West Hollywood	MB	4	115,521	64,355		32,600	96,955
Total		306	4,951,213	2,758,250	(23,294)	1,603,304	4,287,719
FY22 Revenue Mile Rate		0.55708564					