

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2021**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2023 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 2022-23 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2020-21; and

WHEREAS, the City has voluntarily submitted their FY2020-21 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 2020-21 Report Year (the “Project”); and

WHEREAS, on March 15, 2022, the Federal Transit Administration (FTA) published in the Federal Register the FY 2022-23 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, 2023**, through **June 30, 2026** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2020-21 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 2020-21 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2021**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2020-21 NTD statistics. LACMTA shall pay the City for submitting the FY 2020-21 **ANNUAL NTD REPORT** for the applicable transit services as follows:

DIAL-A-TAXI SERVICE

For City’s dial-a-ride service, LACMTA shall pay an amount equal to the 48,004 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.56852457757242847 per revenue vehicle mile. See Attachment A for detail.

ARPA ACT EQUIVALENT SUPPLEMENTAL FUNDING

LACMTA shall pay up to \$201,215 in ARPA 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, 2026**, in the amount of **\$228,507** 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# MOUPAICARS23000 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

Mayor/City Manager

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Legal Counsel

DAWYN R. HARRISON
County Counsel

By: 
Deputy

Date: _____

Date: 8/25/23

Jurisdiction	MODE	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Trips	Total Passenger Miles	Total Operating Costs	\$ from VRM	\$from OPCOST	Total Generated	Total (\$)Due to Jurisd Before Tier 2 Deduction	Tier II Operator Deduction	ARPA Allocation Amount	Total (\$)Due to Jurisdiction
Glendale	MB	802,412	91,653	1,828,547	781,940	8,888,224	456,190.94	1,570	\$ 457,760	457,760	(50,864)	303,901	710,798
Pasadena	MB	721,701	70,280		1,759,735	6,017,984	410,304.76	11,740	\$ 422,045	422,045	(46,895)	302,275	677,425
LADOT COMMUNITY DASH	MB	3,933,868	306,203	4,816,987	5,890,826	41,955,907	2,236,501	18,871	\$ 2,255,372	2,255,372	(258,914)		1,996,457
LADOT DEPARTMENT OF AGING	DR	147,266	28,555	105,917	374,965	4,247,161	83,724	755	\$ 84,480	84,480			84,480
Total LADOT		4,081,134	334,758	4,922,904	6,265,791	46,203,068	2,320,225	19,627	\$ 2,339,851	\$ 2,339,851			\$ 2,080,937
Total NTD 5307 Funds		5,605,247	496,691	6,751,451	8,807,466	61,109,276	3,186,721	32,936	3,219,657	3,219,657	(356,674)		3,469,160
FY23 Revenue Mile Rate		0.5685246											
FY23 Passenger Mile Rate		0.0228161											

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY21
Using FY23 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	\$ from VRM	Tier II Operator Deduction	ARPA Allocation	Total (\$)Due to Jurisdiction	
Alhambra	MB	8	174,548	99,234.83		123,984	223,219	
Alhambra	DR	7	65,562	37,273.61			37,274	
Artesia	DR (DT)	5	3,067	1,743.66		5,744	7,488	
Azusa	DR	6	39,334	22,362.35		43,058	65,421	
Baldwin Park	MB	6	213,561	121,414.68		106,057	227,472	
Baldwin Park	DR	2	18,695	10,628.57			10,629	
Bell	MB	1	30,952	17,596.97		25,536	43,133	
Bell	DR	9	12,370	7,032.65			7,033	
Bellflower	MB	2	72,260	41,081.59		44,082	85,164	
Bellflower	DR	2	9,946	5,654.55			5,655	
Bell Gardens	MB	3	9,360	5,321.39		67,785	73,107	
Bell Gardens	DR	3	3,550	2,018.26			2,018	
Burbank	MB	14	209,767	119,257.70	(23,294)	121,213	217,176	
Calabasas	MB	11	19,026	10,816.75		58,950	69,767	
Calabasas	DR	1	13,375	7,604.02			7,604	
Carson	MB	7	-	-			-	
Carson	DR	15	48,004	27,291.45		201,215	228,507	
Cerritos	MB	5	102,412	58,223.74		109,430	167,653	
Cerritos	DR	10	27,863	15,840.80			15,841	
Compton	MB	5	201,645	114,640.14		59,542	174,182	
Compton	DR	2	262	148.95			149	
Covina	DR	4	35,933	20,428.79		28,025	48,454	
Cudahy	MB	1	34,666	19,708.47		25,383	45,091	
Cudahy	DR	5	12,671	7,203.77			7,204	
Downey	MB	7	98,124	55,785.91		91,941	147,727	
Downey	DR	16	28,537	16,223.99			16,224	
Duarte	MB	2	DID NOT REPORT F	-			-	
El Monte	MB	7	220,080	125,120.89		139,311	264,432	
El Monte	DR	6	40,988	23,302.69			23,303	
Glendora	MB	3	30,216	17,178.54		84,874	102,052	
Glendora	DR	10	40,953	23,282.79			23,283	
Huntington Park	MB	5	143,351	81,498.57		98,850	180,349	
Huntington Park	DT	13	49,741	28,278.98			28,279	
LACDPWAvocado	MB	1	39,443	22,424.31	384,520	17,928	424,872	#####
LACDPWELA	MB	6	240,616	136,796.11		146,701	283,497	
LACDPWELA	DR	7	21,761	12,371.66			12,372	
LACDPWEast Valinda	MB	1	44,071	25,055.45		20,174	45,230	
LACDPWKing Medical	MB	1	38,912	22,122.43		16,171	38,294	
LACDPWWillowbrook Shuttle	MB	2	81,466	46,315.42		37,660	83,976	
LACDPWS.Whittier	MB	4	214,948	122,203.22		93,642	215,846	
LACDPWAthens	MB	1	35,798	20,352.04		16,882	37,234	
LACDPWLennox	MB		33,598	19,101.29		13,227	32,329	
LACDPWFloranceFirestone	MB	2	58,251	33,117.13		22,134	55,251	
Lakewood	DR	12	43,500	24,730.82		28,689	53,420	
Lawndale	MB	2	DID NOT REPORT F	-			-	
Lynwood	MB	4	147,147	83,656.69		62,365	146,022	
Malibu	DT	9	4,972	2,826.70		6,786	9,613	
ManhattanBeach	DR	4	15,507	8,816.11		22,437	31,253	
Maywood	MB	2	27,586	15,683.32		26,242	41,925	
Maywood	DR	2	18,912	10,751.94			10,752	
MontereyPark	MB	6	-	-			-	
MontereyPark	DR	3	12,957	7,366.37		111,576	118,942	
Pico Rivera	DR	3	6,739	3,831.29		9,497	13,328	
Rosemead	MB	2	110,762	62,970.92		80,604	143,575	
Rosemead	DR	3	23,337	13,267.66			13,268	
Santa Fe Springs	DR	2	8,751	4,975.16		9,191	14,166	
South Gate	MB	5	114,125	64,882.87		162,051	226,934	
South Gate	DT	9	107,991	61,395.54			61,396	
SouthPasadena	DR	5	14,995	8,525.03		16,319	24,844	
WestCovina	MB	4	167,140	95,023.20		104,328	199,351	
WestCovina	DR	4	32,463	18,456.01			18,456	
West Hollywood	MB	4	116,405	66,179		52,393	118,572	
Total		313	3,676,567	2,090,219	361,226		5,029,603	
FY23 Revenue Mile Rate		0.568524578						