

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2016**

This Memorandum of Understanding (MOU) is entered into as of July 31, 2018 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 14, 2017 meeting, LACMTA approved the Fiscal Year FY 2017-18 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2015-16; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for FY 2015-16 and has voluntarily submitted NTD data to the LACMTA for FY 2015-16 which successfully passed independent audit without findings; 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 2015-16 Report Year (the "Project"); and

WHEREAS, on July 16, 2018, the Federal Transit Administration (FTA) published in the Federal Register the FY 2017-18 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 July 1, 2018, through June 30, 2022 at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2015-16 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 2015-16 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2017**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2015-16 NTD statistics. LACMTA shall pay the City for submitting the FY 2015-16 **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 355,026 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$0.4239291 per revenue vehicle mile. See Attachment A for detail.

DEMAND RESPONSE TAXI SERVICE

For City's demand response taxi service, LACMTA shall pay an amount equal to the 97,626 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$0.4239291 per revenue vehicle mile. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **December 31, 2020**, in the amount of **\$191,892** in order 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# MOUPAICARS18000 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 (99-4-3)

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: _____

PHILLIP A. WASHINGTON
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____

Legal Counsel

By:  _____
Deputy

Date: _____

Date: 7/17/19

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY16
Using FY18 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	\$ from VRM	Tier II Operator Deduction	Total (\$)Due to Jurisdiction
Alhambra	MB	9	169,763	71,967.48		71,967
Alhambra	DR	8	119,797	50,785.44		50,785
Artesia	DR (DT)	5	4,943	2,095.48		2,095
Azusa	DR	6	101,187	42,896.12		42,896
Baldwin Park	MB	6	195,034	82,680.60		82,681
Baldwin Park	DR	2	45,774	19,404.93		19,405
Bell	MB	1	33,863	14,355.51		14,356
Bell	DT	5	25,925	10,990.36		10,990
Bell	DR	3	17,331	7,347.12		7,347
Bellflower	MB	2	73,305	31,076.13		31,076
Bellflower	DR	2	35,530	15,062.20		15,062
Bell Gardens	MB	3	96,597	40,950.28		40,950
Bell Gardens	DR	3	52,307	22,174.46		22,174
Burbank	MB	14	313,510	132,906.02	(21,776)	111,130
Calabasas	MB	11	173,266	73,452.51		73,453
Calabasas	DR	1	15,013	6,364.45		6,364
Carson	MB	7	355,026	150,505.87		150,506
Carson	DT	8	97,626	41,386.51		41,387
Cerritos	MB	5	174,118	73,813.69		73,814
Cerritos	DT	10	54,305	23,021.47		23,021
Compton	MB	5	140,539	59,578.58		59,579
Covina	DR	4	57,961	24,571.36		24,571
Cudahy	MB	1	34,307	14,543.74		14,544
Cudahy	DT	5	7,779	3,297.74		3,298
Downey	MB	6	143,679	60,909.71		60,910
Downey	DR	10	78,787	33,400.10		33,400
Duarte	MB	2	79,037	33,506.09		33,506
El Monte	MB	7	259,146	109,859.54		109,860
El Monte	DR	6	95,719	40,578.07		40,578
Glendora	MB	3	52,613	22,304.18		22,304
Glendora	DR	10	103,955	44,069.55		44,070
Huntington Park	MB	5	107,834	45,713.97		45,714
Huntington Park	DT	12	172,727	73,224.01		73,224
LACDPWAvocado	MB	1	36,945	15,662.06		15,662
LACDPWELA	MB	6	252,345	106,976.40		106,976
LACDPWELA	DR	7	82,277	34,879.62		34,880
LACDPWEast Valinda	MB	1	52,030	22,057.03		22,057
LACDPWKing Medical	MB	1	18,245	7,734.59		7,735
LACDPWWillowbrook Shuttle	MB	2	82,979	35,177.22		35,177
LACDPWS.Whittier	MB	4	233,850	99,135.83		99,136
Lawndale	MB	2	82,630	35,029.26		35,029
Lynwood	MB	4	141,787	60,107.64		60,108
Malibu	DT	9	55,137	23,374.18		23,374
ManhattanBeach	DR	4	46,175	19,574.93		19,575
Maywood	MB	2	28,496	12,080.28		12,080
Maywood	DR	2	12,119	5,137.60		5,138
MontereyPark	MB	6	222,763	94,435.73		94,436
MontereyPark	DR	3	25,549	10,830.97		10,831
Pasadena	MB	19	666,959	282,743.35	(46,326)	236,417
Pico Rivera	DR	3	42,093	17,844.45		17,844
Rosemead	MB	2	122,302	51,847.38		51,847
Rosemead	DR	3	52,494	22,253.74		22,254
Santa Fe Springs	DR	2	14,864	6,301.28		6,301
South Gate	MB	5	188,267	79,811.87		79,812
South Gate	DT	9	159,051	67,426.35		67,426
SouthPasadena	DR	5	28,674	12,155.74		12,156
WestCovina	MB	4	167,817	71,142.52		71,143
WestCovina	DR	4	80,627	34,180.13		34,180
West Hollywood	MB	4	90,273	38,269.35		38,269
Total		301	6,384,778	2,706,693	(68,102)	2,638,592
FY18 Revenue Mile Rate		0.423929137				

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Miles	Total Operating Costs	\$ from VRM	\$ from OPCOST	Total Generated	Tier II Operator Deduction	Total (\$)/Due to Jurisdiction
Glendale	MB	28	703,061	79,806	3,983,520	6,504,172	298,048.04	29,324	327,372	(52,768)	274,603
LADOT COMMUNITY DASH	MB	169	2,769,800	286,085	13,364,977	27,761,826	1,174,199	77,334	1,251,533	(206,751)	1,044,782
LADOT DEPARTMENT OF AGING	DR	88	465,179	60,135	583,287	4,297,653	197,203	952	198,154		198,154
Total LADOT		257	3,234,979	346,220	13,948,264	32,059,279	1,371,402	79,285	1,449,687		1,242,936
Total NTD 9166 Funds		291	4,079,010	436,712	18,151,119	39,623,326	1,729,211	108,154	1,837,365	(289,519)	1,577,846
FY18 Revenue Mile Rate											
FY18 Passenger Mile Rate											

0.4239291
 0.0120192