PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2014

This Memorandum of Understanding (MOU) is entered into as of May 21, 2016 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Bell (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 17, 2015 meeting, LACMTA approved the Fiscal Year FY 2015-16 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2013-14; and

WHEREAS, the City has been a participant in LACMTA’s Consolidated National Transit Database (NTD) Reporters Random Sampling Program for FY 2013-14 and has voluntarily submitted NTD data to the LACMTA for FY 2013-14 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 2013-14 Report Year (the “Project”); and

WHEREAS, on February 9, 2016, the Federal Transit Administration (FTA) published in the Federal Register the FY 2015-16 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, 2015, through June 30, 2017 at which time all unused funds shall lapse.
ARTICLE 2.          STANDARDS

2.0  To receive payment for the submittal of the FY 2013-14 NTD statistics, the City warrants that it:

A.  Adhered to the Federal Guidelines for collecting and Reporting NTD statistics;

B.  Prepared and submitted the FY 2013-14 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the LACMTA on or before September 30, 2014;

C.  Allowed the LACMTA to assign an independent auditor to review the submitted FY 2013-14 NTD statistics for conformity in all material respects with the accounting requirements of the FTA as set forth in its applicable Uniform System of Accounts.

ARTICLE 3.          PAYMENT OF FUNDS TO CITY

3.0  LACMTA shall pay the City for collecting and reporting FY 2013-14 NTD statistics. LACMTA shall pay the City for submitting the FY 2013-14 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 32,496 revenue vehicle miles reported by the City multiplied by the FTA unit value of $.4204547 per revenue vehicle mile, plus the 131,298 passenger miles reported by the City squared, divided by the $147,102 operating cost reported by the City, multiplied by the FTA unit value of $.0100494 less the cost of the $784 in audits paid by LACMTA. See Attachment A for detail.

DEMAND RESPONSE TAXI SERVICE
For City’s demand response taxi service, LACMTA shall pay an amount equal to the 7,362 revenue vehicle miles reported by the City multiplied by the FTA unit value of $.4204547 per revenue vehicle mile, plus the 12,423 passenger miles reported by the City squared, divided by the $40,516 operating cost reported by the City, multiplied by the FTA unit value of $.0100494 less the cost of the $166 in audits paid by LACMTA. See Attachment A for detail.

3.1  The City shall submit one invoice to LACMTA prior to December 31, 2017, in the amount of $17,025 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# 910000000PAIBELFLR16  M.S. Susan Richan (99-4-4)

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: Susan Richan (99-4-4)

7.1 City’s Address:
Bell
6330 Pine Avenue
Bell, CA 90201
Attn: Doug Willmore
dwillmore@cityofbell.org
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: Los Angeles County Metropolitan Transportation Authority
City of Bell
Mayor/City Manager
By: PHILLIP A. WASHINGTON
Chief Executive Officer
Date: 5/18/2017

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: Deputy
Date: 11/7/17

By: Legal Counsel
Date: 4/17/17