

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated as of March 23, 2017, by and between South Bay Cities Council of Governments (SBCCOG), a joint powers authority organized and existing pursuant to the laws of the State of California, and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (the "LACMTA"), organized and existing pursuant to the laws of the State of California. The SBCCOG and the LACMTA shall collectively be referred to herein as the "Parties."

WITNESSETH:

- A. The LACMTA Board of Directors (Board) includes a member appointed by the Los Angeles City Selection Committee to represent the Southwest Corridor of the County of Los Angeles. That member shall be referred to herein as the "COG Representative."
- B. The COG Representative requires staff assistance with his or her duties as a member of the LACMTA Board comparable to staff available to other Board members.
- C. The LACMTA acknowledges the need of the COG Representative to have a staff assistant ("Assistant") to provide support services in the performance of his or her duties as a Board member.
- D. The Parties desire that the SBCCOG contract directly with the Assistant for the provision of services to aid the COG Representative, and as such, the Parties understand and acknowledge that the Assistant will not be an employee of the LACMTA.
- E. The LACMTA desires to provide office accommodations to the Assistant and to reimburse the COG a portion of the cost of the Assistant's compensation.

NOW, THEREFORE, the parties hereto do agree as follows:

AGREEMENT:

Section 1. Contract between SBCCOG and Assistant

- A. The SBCCOG shall exercise its sole discretion in selection of the Assistant. The SBCCOG shall contract directly with the Assistant for the services of the Assistant. The contract between the SBCCOG and the Assistant shall herein be referred to as the "Contract."
- B. Assistant shall be a contractor of the SBCCOG and shall not under any circumstances be deemed an employee of the LACMTA.

Section 2. Payment.

- A. The LACMTA shall reimburse the SBCCOG in an amount equal to the actual annual cost of the Contract, plus an administrative fee not to exceed 3% of the actual annual cost of the Contract; however, in no event shall the total reimbursement from the LACMTA to the SBCCOG exceed \$92,861.66 for the first 12 months of the Contract and the same amount for each consecutive 12 months thereafter during the term of this MOU, except as provided in Section 2.B, below.

- B. During the term of this MOU, the reimbursement from the LACMTA to the SBCCOG for the cost of the Contract shall remain unchanged, except that the LACMTA shall increase the reimbursement due the SBCCOG by the same percentage as that approved by the Board for LACMTA non-contract employee salary increases. The increase in reimbursement shall be effective the same date that the LACMTA Board-approved LACMTA non-contract salary increase becomes effective.
- C. The reimbursement described in this Section 2 shall be payable by the LACMTA to the SBCCOG in 12 monthly installments, each such installment representing approximately 1/12th of the annual reimbursement for the Contract as due under Sections 2.A and B above. Each month, the SBCCOG shall send the LACMTA an invoice for the amount due. The LACMTA shall pay the SBCCOG the invoiced amount within 30 days of receipt.

Section 3. Contractor Status and Accommodations.

- A. The LACMTA shall provide the Assistant throughout the term of this MOU with accommodations at its headquarters to aid in the performance of Assistant's duties to provide support services for the COG Representative in the performance of his or her duties as a Board member. The accommodations shall include a common area with access to an office, telephone, and a computer with Internet access, and any other accommodations to which the Parties mutually agree.
- B. The office space provided by the LACMTA pursuant to this paragraph shall not be the primary office of the Assistant.
- C. The LACMTA shall provide the Assistant throughout the term of this MOU with the same access to and within the LACMTA headquarters as that enjoyed by deputies to the other Board members.

Section 4. Term.

The term of this MOU shall commence on July 1, 2017 and expire on June 30, 2022, unless terminated earlier by mutual written agreement of the Parties.

Section 4. Miscellaneous.

- A. Notices. All notices which any party is required or desired to give hereunder shall be in writing and shall be deemed given on the date delivered personally or five (5) days after mailing by registered or certified mail (return receipt requested) to the following addresses or at such other addresses as the parties may from time to time designate by written notice in the aforesaid manner:

To the SBCCOG: South Bay Cities Council of Governments
20285 Western Avenue, Suite 100
Torrance, CA 90501
Attention: Jacki Bacharach, Executive Director

To the LACMTA: Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attn: Phillip Washington, Chief Executive Officer

- B. Binding Effect. This MOU shall be binding upon and inure to the benefit of each Party to this Agreement and their respective successors and assigns.

- C. Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by the Parties.
- D. Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.
- E. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.
- F. No Presumption in Drafting. The Parties agree that the general rule that an Agreement is to be interpreted against the Party drafting it or causing it to be prepared shall not apply.
- G. Entire Agreement. This MOU constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- H. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both Parties to this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the day and year first above written.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

James Osborne, Chair, Board of Directors

ATTEST:

Name

APPROVED AS TO FORM:

Michael Jenkins, General Counsel

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

Phillip Washington, Chief Executive Officer