

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

This Memorandum of Understanding (“MOU”) for the South Bay Smart Mobility Tool Demonstration Project (the “Project”) is entered into with an effective date of August 1, 2015 and is by and between the South Bay Cities Council of Governments (“Agency”) and the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), hereinafter referred to collectively as the “Parties.”

RECITALS

WHEREAS, LACMTA is the transportation planning and programming agency for Los Angeles County, responsible for the County’s Long Range Transportation Plan, the Short Range Transit Plan and Transportation Improvement Program, and the operation and construction of bus and rail services; and

WHEREAS, at its July 23, 2015 meeting, the LACMTA Board of Directors approved up to \$250,000 in funds for Agency to implement the South Bay Cities Smart Mobility Tool Demonstration Project.

WHEREAS, the LACMTA programmed Proposition C 25% grants totaling \$35,300,000 for the Countywide Rideshare/Vanpool Program for FY12 through FY15 as part of the 2011 CTIP approved on March 20, 2011. The Project is funded from a portion of these grants evidenced by the 2011 CTIP and is subject to the terms and procedures specified in the Proposition C Funding Guidelines as provided;

WHEREAS, the LACMTA programmed Proposition C 25% grants totaling \$51,500,000 for the Countywide Rideshare/Vanpool Program for FY16 through FY19 at its Board Meeting on October 2, 2014. The Project is funded from a portion of these grants and is subject to the terms and procedures specified in the Proposition C Funding Guidelines as provided;

WHEREAS, the LACMTA Board of Directors, at its May 28, 2015 meeting, included funding in the FY16 budget for the South Bay Smart Mobility Tool Demonstration Project as part of Regional Rideshare services in Los Angeles County; and

WHEREAS, the program funds for the Project are \$150,000 in FY2015-16; LACMTA Board of Directors’ action will be required annually through the budget process.

WHEREAS, the Agency has agreed to be the Administrator and Project Manager of the Project; and

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt of adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

MOU

I. TERM OF MOU

The term of this MOU shall be for a period from August 1, 2015 to August 31, 2017. Should the Agency be unable to expend the Funds by August 31, 2017, the Agency may request in writing that the Funds be extended for a period of time not to exceed one year, or August 31, 2018.

II. ADMINISTRATION AND OVERSIGHT OF THE PROJECT

A. Project Administration

1. As the Funds recipient, Agency shall administer and manage the project and complete as tasks described in Attachment A, the Scope of Work.
2. Agency shall submit Quarterly Progress/Expenditure Reports, in the form attached to the MOU as Attachment C, within fifteen (15) days after the close of each quarter on the last day of the months of September, December, March, and June. The quarterly invoice shall include all appropriate documentation such as expense summary and detail reports generated from the Agency's accounting system to provide backup documentation of invoice totals. The Quarterly Progress/Expenditure Reports shall contain the required information shown in both narrative and numeric form, as shown in Attachment C. The last Quarterly Progress/Expenditure Report shall be due no later than August 31, 2017, in order to be eligible for reimbursement under this MOU. If no activity has occurred during a particular quarter, Agency will still be required to submit the Quarterly Progress/Expenditure Report indicating that no dollars were expended in the quarter.
3. Invoices shall be addressed to:

Los Angeles County Metropolitan Transportation Authority
Account Payable
P.O. Box 512296
Los Angeles, CA 90051-0296
AccountsPayable@metro.net
4. Payments shall be addressed to:

Jacki Bacharach
Executive Director
South Bay Cities Council of Governments
20285 Western Avenue, Suite 100
Torrance, California 90501

5. In the event that any changes to the Budget in Attachment B or the Scope of Work in Attachment A are desired, Agency shall notify LACMTA in writing in a timely manner. Agency understands and agrees that LACMTA's contribution to the Project is limited to the amount specified in Section III, A, and that the Agency shall be fully responsible for any cost overruns for the Project.

B. Selection and Management of Consultant

1. If Agency intends to use a Consultant or Contractor to implement all or part of the Project as defined in Attachment A, Scope of Work, LACMTA requires that such activities be procured in accordance with Agency's contracting procedures and consistent with State Law.
2. LACMTA shall be provided with copies of all draft and final technical working papers as soon as available from the Consultant, if appropriate.

III. FUNDING OF THE PROJECT AND USE OF FUNDS

- A. LACMTA shall contribute an amount not to exceed **\$55,000** toward Phase I of the Project. Once Phase I is completed, Agency and LACMTA may agree on a second phase of work and additional budget, not to exceed the original Board approved amount of up to \$250,000, can be included through an amendment to this MOU.
- B. LACMTA shall reimburse Agency for amounts invoiced with proper documentation within thirty (30) working days of receipt of an acceptable invoice.
- C. The Project Budget (the "Budget") documents the funds budgeted for the Project as approved by the Parties as is attached to this MOU as Attachment B. The Budget includes the total funding budgeted for the Project including funds provided by the Agency, if any, and LACMTA.
- D. Agency shall not use the Funds to substitute for any other funds or project not specified in this MOU. Further, Agency shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work in Attachment A without prior written approval by LACMTA.
- E. The Agency shall not use LACMTA's contribution to substitute for any other funds or projects not specified in this MOU. LACMTA shall only reimburse eligible expenditures. Equipment such as vehicles and computer hardware, is not an eligible expenditure and shall not be reimbursed with the Funds.
- F. Should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this MOU by giving written notice to Agency at least thirty (30) days in advance of the effective date of such termination. If this MOU is terminated pursuant to this section, LACMTA will not reimburse Agency any costs

incurred after the termination date, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be consistent with the established funding percentages outlined.

- G. Agency shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted LACMTA Proposition C Guidelines as provided for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

IV. INDEMNIFICATION

Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason to anything done or committed to be done by Agency under or in connection with any work performed by and or service provided by Agency, its officers, agents, employees, contractors and subcontractors under this MOU. Agency shall fully indemnify, defend and hold LACMTA, and its subsidiaries, and their respective officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) misuse of the Funds by Sponsor, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Sponsor's obligations under this MOU; or (iii) any act or omission of Sponsor, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this MOU.

V. RECORD RETENTION AND AUDITS

- A. Agency shall maintain all source documents, books, and records connected with its performance of the work and procurement of the Consultant and all work performed under this MOU for three (3) years.
- B. LACMTA and/or its designee shall have the right to conduct audits of the Project, as needed. Agency agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Agency shall reimburse LACMTA for any expenditure not in compliance with this MOU.

VI. MISCELLANEOUS

- A. This MOU shall be governed by California law. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

- B. The covenants and agreements of this MOU shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.
- C. LACMTA reserves the right to terminate this MOU by written notice within ten (10) calendar days in the event of Agency's breach or default of any term or condition in this MOU. LACMTA shall provide a reasonable opportunity for Agency to cure prior to termination.
- D. Both Parties shall comply with all applicable laws, regulations and policies.
- E. Neither Agency nor LACMTA shall assign this MOU, or any part thereof, without the written consent of the other party. Any assignment without such written consent shall be void and unenforceable.
- F. Agency and its officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of LACMTA.
- G. Agency shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. Sponsor shall ensure that at a minimum, all Communications Materials shall include: (i) the phrase "This project was partially funded by Metro" or alternate acceptable minimum language; and (ii) the Metro logo, with exception of press releases, which do not require a Metro logo.
- H. This MOU, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. 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. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this MOU as though fully set forth herein.
- I. In the event that there is any court proceeding between the parties to enforce or interpret this MOU, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.
- J. Any notice required or permitted under this MOU, shall be in writing and shall be deemed served if sent by registered mail addressed as follows, unless otherwise notified in writing of a change of address:

Dolores Roybal Saltarelli
Director, Shared Mobility
& Implementation
LACMTA
One Gateway Plaza, MS 99-19-6
Los Angeles, CA 90012

Jacki Bacharach
Executive Director
South Bay Cities COG
20285 Western Avenue, Suite 100
Torrance, CA 90501

Attachment A: Scope of Work

South Bay Smart Mobility Tool (SMT) Demonstration Project

First Phase:*

Start-up/Development Smart Mobility Tool

- a. Working with Metro, a Smart Mobility Tool will be developed for the South Bay; the SMT will be customized to interface with Metro.net and the Regional Ride Share system so as to complement existing outreach efforts while tailoring the SMT to South Bay Intra-regional mobility options.
- b. A web site portal will be developed to facilitate on-line sign-up and use of the SMT.
- c. A marketing and promotional plan will be developed to target, inform and communicate the availability of the SMT to South Bay cities, local employers, the residents (at large) who reside in the South Bay Cities, and event industry professionals/planners.
- d. The gamification functions of the SMT will be designed and customized for the “Transportation/Mobility” aspect of the SBCCOG’s Green Building Challenge Project.
- e. Customized links, banner ads and other messaging will be developed to serve as a “branding” opportunity for Metro in the South Bay through the use of the SMT’s gamification functions
- f. SBCCOG will provide SMT training materials and resources for use of the tool by South Bay residents and employees.

Deliverables:

- Marketing and Promotional Plan
- Customized SMT with Web-based Portal
- Incorporate Transportation/Mobility activities for Green Building Challenge Game
- Metro will be provided the user interface (Smart Mobility Tool) that Metro is authorized to use at its discretion
- Metro will be provided copies of all data compiled through this effort
- SBCCOG cities will compile a report on lessons learned from the pilot that can advise future efforts

*After the first phase of the project is completed, the Scope of Work may be modified via an MOU amendment, which can include a work plan for the entire project duration.