COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

JAMES A. NOYES, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: PD-5

September 18, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
DISCRETIONARY INCENTIVE GRANT FUNDS
MEMORANDUMS OF UNDERSTANDING
SUPERVISORIAL DISTRICTS 1, 2, AND 4
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Public Works, or his designee, to enter into Memorandums of Understanding (copies enclosed) with the Los Angeles County Metropolitan Transportation Authority to receive discretionary incentive grant funds from the Los Angeles County Metropolitan Transportation Authority for the Willowbrook/Athens/Rancho Dominguez and Whittier, et al., Dial-A-Ride Services.

2. Instruct the Director of Public Works, or his designee, to sign the Memorandums of Understanding.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 23, 2002, the Los Angeles County Metropolitan Transportation Authority (MTA) Board adopted staff recommendations for funding the Willowbrook/Athens/Rancho Dominguez and Whittier, et al., Dial-A-Ride Services through the Proposition A Discretionary Incentive Sub-Regional Paratransit Program.

Execution of Memorandums of Understanding between the MTA and the County is necessary for the County to receive Proposition A Discretionary Incentive Sub-Regional Paratransit Program funds from the MTA for these paratransit projects.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan of Fiscal Responsibility by seeking grant funds to supplement limited County funding available for transit services and Organizational Effectiveness by expediting the approval process of receiving the grant funds in an effective and efficient manner.

FISCAL IMPACT/FINANCING

The MTA provides Proposition A Discretionary Incentive Sub-Regional Paratransit Program funds for up to 25 percent of the cost of public transit projects that meet MTA's eligibility and performance requirements. Public Works will administer the Willowbrook/ Athens/Rancho Dominguez and Whittier, et al., Dial-A-Ride Services under the terms of the Proposition A Discretionary Incentive Sub-Regional Paratransit Program Memorandum of Understanding. These paratransit projects are included in the annual budget and are financed from the Proposition A Local Return Transit funds available in the Transit Enterprise Fund administered by Public Works.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Memorandums of Understanding have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

On May 15, 2001, Synopsis 92, your Board found these services to be discretionary projects that are statutorily exempt from the California Environmental Quality Act pursuant to the Public Resources Code 21080 (b) (10) under transportation-related projects.

CONTRACTING PROCESS

Adoption of this recommendation will allow Public Works to act on behalf of the Board to expedite the processing of administrative matters associated with managing public transit projects approved by the MTA to receive Proposition A Discretionary Incentive Sub-Regional Paratransit Program funding.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Proposition A Discretionary Incentive Sub-Regional Paratransit Program funds received from the MTA will be used to partially fund the Willowbrook/Athens/Rancho Dominguez and Whittier, et al., Dial-A-Ride Services administered by Public Works.

CONCLUSION

Upon approval, please return two copies of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

AM:sp
C040295
P:\PDPUB\PUBLIC\TRANSIT\MOUMTA INC GRANT BDLTR3.doc

Enc.

cc: Chief Administrative Office
County Counsel

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR SUB-REGIONAL PARATRANSIT SERVICES

CONTRACT NUMBER MOULPA03DPW1

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, the MTA had established the Proposition A Discretionary Incentive Program ("Program") to provide specialized transportation service in conjunction with the County of Los Angeles in accordance with the requirements of the Proposition A Incentive Program Guidelines, adopted September 26, 2001, ("Guidelines"); and

WHEREAS, the MTA defines a sub-regional paratransit program as a consolidated specialized transportation service that serves two jurisdictions or more with a minimum of 25,000 residents or any three nearby jurisdictions, or in the case of an unincorporated county area, a two jurisdiction program in which the County portion is at least one-fifth (1/5) the population of the coordinating city; and

WHERREAS, the Los Angeles County Department of Public Works ("Grantee") recently requested funds under the Program for its Willowbrook Tri-Community Dial-a-Ride; and

WHEREAS, at its May 23, 2002 meeting, the MTA authorized the GRANTEE to receive funds under the Program; and

WHEREAS, the MTA has approved the following goals for implementation of the Program:

1. Coordinate and improve services provided by cities, operators, and social service agencies to achieve more efficient and cost effective systems;

2. Improve the mobility of persons for whom regular fixed route transportation is either inadequate or inappropriate;

3. Encourage the use of local transit funds for projects of regional significance and benefit, such as the provision of Americans with Disabilities Act (ADA) complementary paratransit;

4. Provide more cost efficient locally funded sub-regional paratransit systems as an alternative to the more costly Access Services Incorporated (ASI);

NOW, THEREFORE, MTA and GRANTEE hereby agree to the following terms and procedures for transfer of the Discretionary Incentive Grant funds ("Program Funds"):

ARTICLE 1 TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from July 1, 2002 through June 30, 2004 unless terminated earlier as provided herein.

ARTICLE 2. SERVICE STANDARDS

2.0 The GRANTEE shall use the Program Funds to provide specialized transportation services as described in the Scope of Work attached as Attachment A (the "Project") to eligible paratransit users as a coordinated transportation program with the agencies as specified in this MOU and in accordance with the Program Guidelines.

2.1 GRANTEE shall document coordination activities with existing transit services and with participating local governments. This documentation shall consist of executed agreements, joint resolutions, and/or approved implementation plans. Within 90 days from the date the MTA board approves initial funding marks for this program, GRANTEE shall provide such documentation to the MTA prior to receiving any Program Funds for the applicable Fiscal year.

2.2 In order to be eligible for the Program Funds, GRANTEE shall:

A. Operate as a consolidated Sub-Regional Paratransit Program;

B. Use all Program Funds to increase the number and mobility of the passengers carried. Incentive funds may not be used to reduce a city's or Los Angeles County's contribution of Proposition A and/or C Local Return or other funding sources;

C. Coordinate proposed services, including executing appropriate transfer agreements with adjacent systems, social services agencies, and the regional operators; and,

D. Where applicable, coordinate American With Disabilities Act (ADA) trips to assure cost-effective service provision.

ARTICLE 3. ESTABLISHMENT OF ANNUAL FUNDMARK

3.0 As the Willowbrook Tri-Community Dial-a-Ride has not been previously funded through the sub-regional paratransit program, it is considered to be a "new" project.

3.1 Consistent with Proposition A Incentive Guidelines, for the first two years new projects are to be funded at 20% of audited net operating costs.

3.2 Based upon $146,000 in estimated net annual operating costs for FY '03, and to the extent the Program Funds are available, the MTA Board, at its May 23, 2002 meeting, authorized a $29,000 annual fundmark for the project for FY '03.

3.3 For FY '04, to the extent the Program Funds are available, MTA staff will develop funding marks for the Sub-Regional Paratransit Program to be funded that fiscal year (the "Annual Fundmark"). The Annual Fundmark will establish GRANTEE's share of the funds for the Sub-Regional Paratransit Program to the extent the Sub-Regional Paratransit Program is funded that fiscal year. GRANTEE shall have the opportunity to review and comment on the Annual Fundmark prior to the MTA staff submitting the Annual Fundmark to the MTA Board for approval. MTA Board approval will be required prior to fund disbursement.

3.4 Consistent with Proposition A Incentive Guidelines, the FY '04 fundmark shall be calculated based upon the $29,000 annual fundmark for FY '03 multiplied by the applicable Consumer's Price Index (CPI) for the preceding year.

3.5 For each fiscal year covered by this MOU, MTA will allocate GRANTEE's share of the funds pursuant to the Annual Fundmark for that fiscal year as approved by the MTA Board. In no event will the Annual Fundmark exceed 20% of net operating costs for the applicable year

ARTICLE 4. QUARTERLY REPORTS AND INVOICES

4.0 GRANTEE shall submit quarterly reports detailing expenditures to date and project status on a quarterly basis (Attachment B). All quarterly reports will be due on the last day of the months of October, January, April and July. Funds may be withheld if quarterly reports are not completed and submitted on schedule.

4.1 Requests for reimbursement to GRANTEE shall be made by the GRANTEE submitting invoices quarterly. Invoices shall be submitted along with quarterly reports as stipulated above. MTA shall pay 20% of the reasonable and allowable costs actually incurred by GRANTEE, not to exceed the Annual Fundmark amount described in Section 3 in providing the specialized transportation services described herein.

4.2 Net operating costs shall be calculated as provided in the Guidelines. Final payment shall be based on results of the audit as described in Article 5. If MTA overpaid Program funds to GRANTEE, GRANTEE shall return the amount of Program funds in excess of what GRANTEE should have received under this MOU within 30 days of notice. If GRANTEE fails to make such payment within the 30 days, GRANTEE hereby authorizes MTA to offset funds from future payments due to GRANTEE.

ARTICLE 5. ANNUAL AUDIT AND REPORTING OF NATIONAL TRANSIT DATABASE (NTD)

5.0 In accordance with Federal Transit Administration (FTA) requirements, GRANTEE shall be audited by the MTA on an annual basis. Audits are intended to confirm fiscal compliance and verify operating statistics reported as part of the quarterly and annual NTD reports.

5.1 The audit shall include all operating expenses and operating information including, without limitation, such expenses and information from GRANTEE or any other agencies that directly or indirectly receive Program Funds. GRANTEE shall cooperate and provide information as requested by the MTA or its representative. GRANTEE shall also maintain original source data for a minimum of three years after the completion of each year's annual audit.

5.2 Audit findings must confirm fiscal compliance and verify operating statistics allowing MTA to report data in MTA's NTD report. If audit findings indicate that GRANTEE's project data cannot be included in the MTA's NTD report for the given year, the GRANTEE is not eligible to receive Program funds.

5.3 GRANTEE shall submit annual NTD data to MTA by August 31 of each year.

ARTICLE 6. CONDITIONS

6.0 GRANTEE agrees to comply with the applicable sections of the Guidelines, all applicable local, State and Federal laws, rules and regulations in the provision of public specialized transportation services.

6.1 The MTA or their representative may perform field visits at various times throughout the term of this MOU to determine compliance with Federal, State, and Program requirements.

6.2 GRANTEE understands and agrees that in programming the Program Funds and entering into this MOU, the MTA is acting pursuant to its statutory authority and shall have no liability in connection with GRANTEE's use of the Program Funds. GRANTEE shall indemnify, defend, and hold harmless the MTA 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 the performance of the GRANTEE, its officers, agents, employees, and subcontractors in: i) the provision of the public specialized transportation services paid for by the Program Funds including, without limitation, any costs or liability on account of bodily injury, death, or personal injury of any person or for damage to or loss of use of property; ii) GRANTEE's use or misuse of the Program Funds; and/or iii) a breach of this MOU.

6.3 GRANTEE is not a contractor, agent or employee of the MTA. GRANTEE shall not represent itself as a contractor agent or employee of the MTA and shall have no power to bind the MTA in contract or otherwise.

6.4 GRANTEE is required to meet the maintenance of effort requirements as specified in the Guidelines. GRANTEE's failure to meet such requirements may reduce the Program funds GRANTEE receives hereunder.

6.5 GRANTEE shall document coordination activities with existing transit services and with participating local governments. This documentation shall consist of executed agreements, joint resolutions, and/or approved implementation plans.

ARTICLE 7 PENALTIES

7.0 In the event the GRANTEE materially defaults in any of its obligations hereunder, including, without limitation, failure to meet the requirements identified in the Guidelines, MTA may declare a default by written notice to the GRANTEE. The notice shall specify the basis for the default. The MTA reserves the right to withhold funds and to terminate this MOU unless such default is cured before the effective date stated in such notice which shall be not sooner than ten (10) days after the date of the notice. The GRANTEE shall return the Program funds to the extent costs or expenses are disallowed or misused as determined by the MTA.

7.1 Any withholding of funds, termination of the MOU, or imposition of any financial penalty against GRANTEE under the Guidelines is subject to two-thirds affirmative votes by the governing board of the MTA.

IN WITNESS WHEREOF, the GRANTEE and the MTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

GRANTEE:

Los Angeles County Department of Public Works

By:_____

Director

DATE:_____

APPROVED AS TO FORM:

By:_____

NAME:_____

TITLE:_____

DATE:_____

LOS ANGELES COUNTY

METROPOLITAN TRANSPORTATION AUTHORITY

By:_____

ROGER SNOBLE

Chief Executive Officer

DATE:_____

APPROVED AS TO FORM:

Lloyd W. Pellman

County Counsel

By:_____

DEPUTY

ATTACHMENT A

Willowbrook Tri-Community Dial-a-Ride

Scope of Work

DIAL-A-RIDE Willowbrook/Athens	**Unincorporated County Areas of Willowbrook, Athens and Rancho Dominguez**
Information Phone Number:	Watts Labor Community Action Committee (WLCAC) (323) 563-5653
Eligibility and Service Requirements:	60 years or older or persons with disabilities who reside within the unincorporated areas of Willowbrook and Athens (see attached maps).
Type of System:	Elderly and Persons with Disabilities Dial-A-Ride
Type of ID Required for Eligibility:	Proof of age is required for riders 60 years or older. Riders under the age of 60 years require a letter from a physician specifying condition of disability.
Need to Pre-Register:	An application must be completed and submitted before receiving service. Call (323) 563-5653 to obtain application.
Service Area:	Unincorporated areas of Willowbrook, Athens and Rancho Dominguez (see attached maps).
Outside Locations Served:	3 miles radius outside of the service area boundary. Additional selected medical facilities: Centinela Hospital, Harbor General Hospital, King/Drew Medical Center, Kaiser (Bellflower, Downey, Gardena, Harbor, Inglewood, and Rosecrans), FHP Compton/Alondra, Cigna (Gardena), Gardena Memorial, St Francis Medical Center, Daniel Freeman, Quincy Medical Center, Kennedy Hospital, All Care and California Orthopedic Hospital, and Stonewood Shopping Center.
Hours of Service:	Monday - Friday: 8:00 a.m. to 5:00 p.m. Saturday & Sunday: No service.
No Service:	Service is not provided on the following Holidays: New Year's Day, Martin Luther King, Jr.'s Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Advance Reservation Requirements:	24 hours in advance of trip.
Fare/Fee:	$.25 per one way trip.
Escorts:	Allowed at no charge if accompanying persons with disabilities and are picked-up and dropped-off at the same locations as riders.

PARATRANSIT SERVICE AREA

WILLOWBROOK

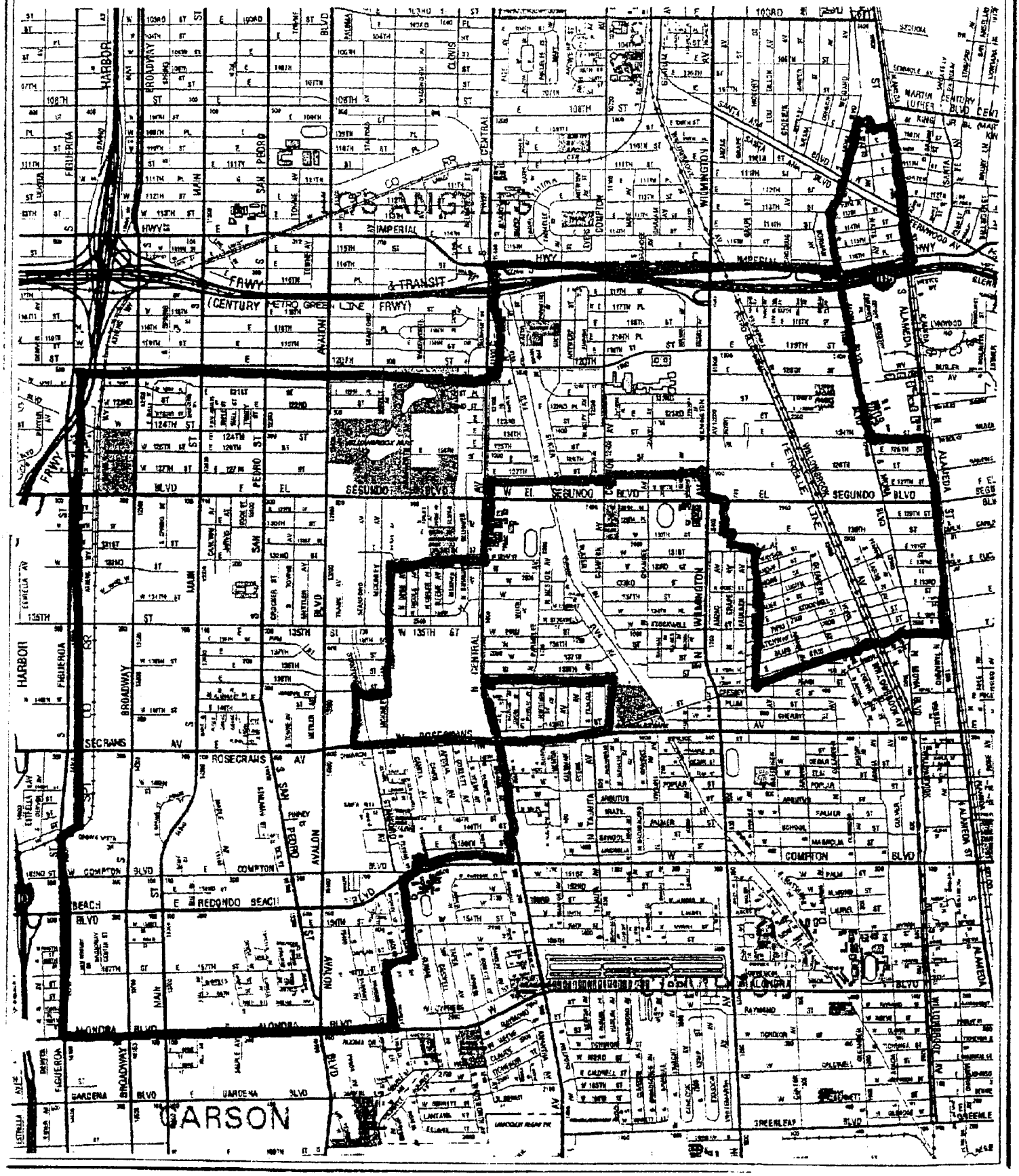
Data contained on this map is produced as a derivative product from the Thomas Bros. Maps® digital database. This map is copyright and reproduced with permission granted by Thomas Bros. Maps®. All rights reserved.

CITY SERVICES

PUBLIC WORKS

FEET 2544

0 MILES 0.482



PARATRANSIT SERVICE AREA

ATHENS

(WILLOWBROOK 2)

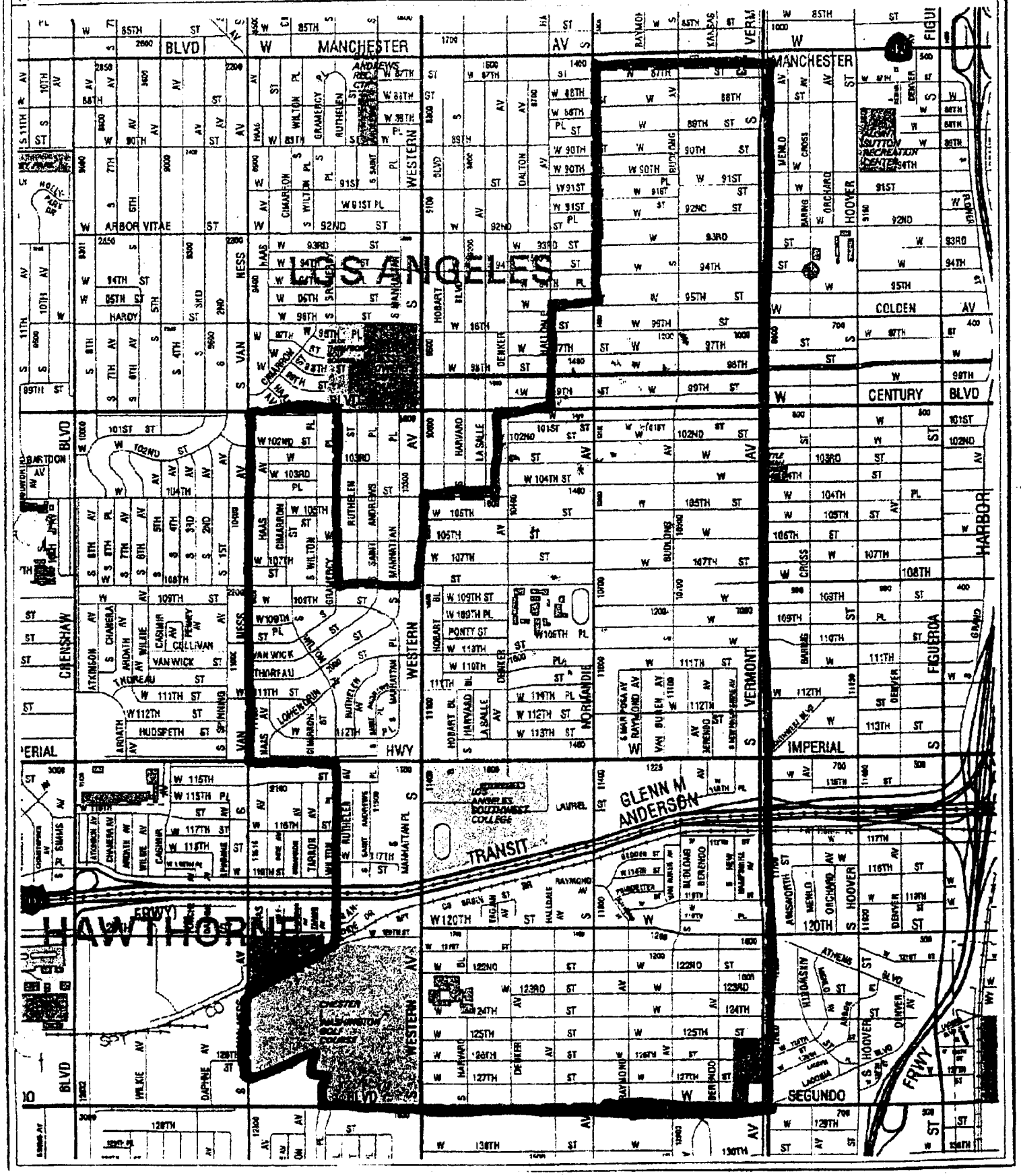
Data contained in this map is produced in whole or part from the Thomas Bros. Maps® digital database. This is proprietary data and reproduced with permission of Thomas Bros. Maps®. All rights reserved.

PUBLIC WORKS

GIS SERVICES

FEET 1864

0 MILES 0.353


LOS ANGELES
HAWTHORNE
W MANCHESTER BLVD
W 85TH ST
W ARBOR VITAE ST
W 94TH ST
W 95TH ST
W 96TH ST
W 97TH ST
W 98TH ST
W 99TH ST
W 101ST ST
W 102ND ST
W 103RD PL
W 104TH ST
W 105TH ST
W 107TH ST
W 109TH ST
W 111TH ST
W 112TH ST
W 113TH ST
W 115TH ST
W 117TH ST
W 120TH ST
W 122ND ST
W 123RD ST
W 124TH ST
W 125TH ST
W 127TH ST
W 128TH ST
W 130TH ST
W 136TH ST
S HOOVER
S VERMONT
S FIGUEROA
S HARBOR FRWY
S WESTERN AV
S VAN NESS AV
S HAAS AV
S CRENSHAW BLVD
S HOBART BLVD
S DENKER AV
S NORMANDIE AV
S BUDLONG AV
S RAYMOND AV
S MANHATTAN PL
S RUTHELEN AV
S GRAMERCY PL
S WILTON PL
S CIMARRON ST
S SAINT ANDREWS PL
S HARVARD BLVD
S LA SALLE AV
S MENLO AV
S ORCHARD AV
S BERENDO ST
S ARLINGTON AV
S CHANEY AV
S ARDATH AV
S WILKIE AV
S CASHMIR AV
S PERRY AV
S SULLIVAN
S VAN WICK ST
S THOREAU ST
S HUDSPETH ST
S SPRINGPINE ST
S ATKINSON AV
S DAPHNE AV
S WESTERN AV
S VERMONT AV
S FIGUEROA ST
S HOOVER ST
S DENKER AV
S BERENDO ST
S RAYMOND AV
S MENLO AV
S ORCHARD AV
S BARING CROSS AV
S DENVER AV

PARATRANSIT SERVICE AREA

RANCHO DOMINGUEZ

(WILLOWBROOK 3)

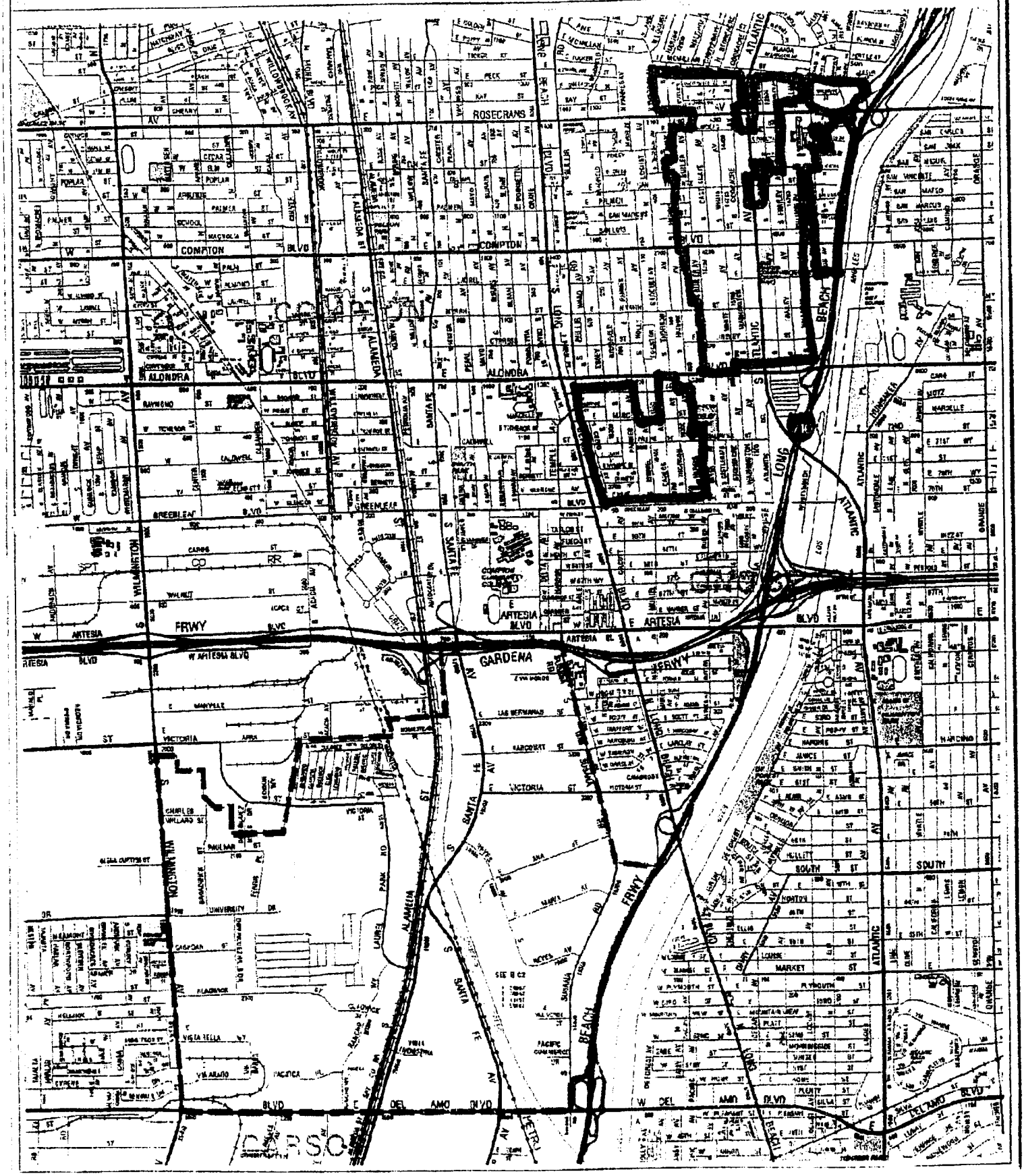
Text contained in this map is reproduced in whole or part from the Thomas Bros. Maps® digital database. Used by permission. Thomas Bros. Maps®. All rights reserved.

PUBLIC WORKS

GIS SERVICES

FEET 2884

0 MILES 0.489



ATTACHMENT B

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
QUARTERLY REPORT FOR NATIONAL TRANSIT DATABASE ID #9166
RIDERSHIP AND OPERATING DATA

Project Name:

ACTUAL BY QUARTER
FY_____

	July - Sept.	Oct. - Dec.	Jan. - Mar.	Apr. - Jun	TOTAL
SERVICE SUPPLIED					
1. Number of Vehicles in Operation					0
2. Total Vehicle Miles					0
3. Total Vehicle Hours					0
4. Total Vehicle Revenue Miles					0
5. Total Vehicle Revenue Hours					0
SERVICE CONSUMED					
1. Unlinked Passenger Trips					0
2. Passenger Miles					0
OPERATING EXPENSES					
1. Vehicle Operations					0
2. Vehicle Maintenance					0
3. Non-vehicle Maintenance					0
4. General Administration					0
5. Total Operating Expenses					0
6. Total Farebox Revenue					0
7. Total Net Expenses					0
QUALITY OF SERVICE					
1. Percent on-time performance					0
2. Percent missed trips (fixed route only)					0
3. Percent passenger no shows (Dial-a-Ride only)					0
4. Total Roadcalls					0
5. Total Accidents (> $7500 property damage)					0

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR SUB-REGIONAL PARATRANSIT SERVICES

CONTRACT NUMBER MOU.PA03DPW2

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, the MTA had established the Proposition A Discretionary Incentive Program ("Program") to provide specialized transportation service in conjunction with the County of Los Angeles in accordance with the requirements of the Proposition A Incentive Program Guidelines, adopted September 26, 2001, ("Guidelines"); and

WHEREAS, the MTA defines a sub-regional paratransit program as a consolidated specialized transportation service that serves two jurisdictions or more with a minimum of 25,000 residents or any three nearby jurisdictions, or in the case of an unincorporated county area, a two jurisdiction program in which the County portion is at least one-fifth (1/5) the population of the coordinating city; and

WHERREAS, the Los Angeles County Department of Public Works ("Grantee") recently requested funds under the Program for its Whittier et al Dial-a-Ride; and

WHEREAS, at its May 23, 2002 meeting, the MTA authorized the GRANTEE to receive funds under the Program; and

WHEREAS, the MTA has approved the following goals for implementation of the Program:

1. Coordinate and improve services provided by cities, operators, and social service agencies to achieve more efficient and cost effective systems;

2. Improve the mobility of persons for whom regular fixed route transportation is either inadequate or inappropriate;

3. Encourage the use of local transit funds for projects of regional significance and benefit, such as the provision of Americans with Disabilities Act (ADA) complementary paratransit;

4. Provide more cost efficient locally funded sub-regional paratransit systems as an alternative to the more costly Access Services Incorporated (ASI);

NOW, THEREFORE, MTA and GRANTEE hereby agree to the following terms and procedures for transfer of the Discretionary Incentive Grant funds ("Program Funds"):

ARTICLE 1 TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from July 1, 2002 through June 30, 2004 unless terminated earlier as provided herein.

ARTICLE 2. SERVICE STANDARDS

2.0 The GRANTEE shall use the Program Funds to provide specialized transportation services as described in the Scope of Work attached as Attachment A (the "Project") to eligible paratransit users as a coordinated transportation program with the agencies as specified in this MOU and in accordance with the Program Guidelines.

2.1 GRANTEE shall document coordination activities with existing transit services and with participating local governments. This documentation shall consist of executed agreements, joint resolutions, and/or approved implementation plans. Within 90 days from the date the MTA board approves initial funding marks for this program, GRANTEE shall provide such documentation to the MTA prior to receiving any Program Funds for the applicable Fiscal year.

2.2 In order to be eligible for the Program Funds, GRANTEE shall:

A. Operate as a consolidated Sub-Regional Paratransit Program;

B. Use all Program Funds to increase the number and mobility of the passengers carried. Incentive funds may not be used to reduce a city's or Los Angeles County's contribution of Proposition A and/or C Local Return or other funding sources;

C. Coordinate proposed services, including executing appropriate transfer agreements with adjacent systems, social services agencies, and the regional operators; and,

D. Where applicable, coordinate American With Disabilities Act (ADA) trips to assure cost-effective service provision.

ARTICLE 3. ESTABLISHMENT OF ANNUAL FUNDMARK

3.0 As the Whittier et al Dial-a-Ride has not been previously funded through the sub-regional paratransit program, it is considered to be a "new" project.

3.1 Consistent with Proposition A Incentive Guidelines, for the first two years new projects are to be funded at 20% of audited net operating costs.

3.2 Based upon $441,000 in estimated net annual operating costs for FY '03, and to the extent the Program Funds are available, the MTA Board, at its May 23, 2002 meeting, authorized an $88,000 annual fundmark for the project for FY '03.

3.3 For FY '04, to the extent the Program Funds are available, MTA staff will develop funding marks for the Sub-Regional Paratransit Program to be funded that fiscal year (the "Annual Fundmark"). The Annual Fundmark will establish GRANTEE's share of the funds for the Sub-Regional Paratransit Program to the extent the Sub-Regional Paratransit Program is funded that fiscal year. GRANTEE shall have the opportunity to review and comment on the Annual Fundmark prior to the MTA staff submitting the Annual Fundmark to the MTA Board for approval. MTA Board approval will be required prior to fund disbursement.

3.4 Consistent with Proposition A Incentive Guidelines, the FY '04 fundmark shall be calculated based upon the $88,000 annual fundmark for FY '03 multiplied by the applicable Consumer's Price Index (CPI) for the preceding year.

3.5 For each fiscal year covered by this MOU, MTA will allocate GRANTEE's share of the funds pursuant to the Annual Fundmark for that fiscal year as approved by the MTA Board. In no event will the Annual Fundmark exceed 20% of net operating costs for the applicable year

ARTICLE 4. QUARTERLY REPORTS AND INVOICES

4.0 GRANTEE shall submit quarterly reports detailing expenditures to date and project status on a quarterly basis (Attachment B). All quarterly reports will be due on the last day of the months of October, January, April and July. Funds may be withheld if quarterly reports are not completed and submitted on schedule.

4.1 Requests for reimbursement to GRANTEE shall be made by the GRANTEE submitting invoices quarterly. Invoices shall be submitted along with quarterly reports as stipulated above. MTA shall pay 20% of the reasonable and allowable costs actually incurred by GRANTEE, not to exceed the Annual Fundmark amount described in Section 3 in providing the specialized transportation services described herein.

4.2 Net operating costs shall be calculated as provided in the Guidelines. Final payment shall be based on results of the audit as described in Article 5. If MTA overpaid Program funds to GRANTEE, GRANTEE shall return the amount of Program funds in excess of what GRANTEE should have received under this MOU within 30 days of notice. If GRANTEE fails to make such payment within the 30 days, GRANTEE hereby authorizes MTA to offset funds from future payments due to GRANTEE.

ARTICLE 5. ANNUAL AUDIT AND REPORTING OF NATIONAL TRANSIT DATABASE (NTD)

5.0 In accordance with Federal Transit Administration (FTA) requirements, GRANTEE shall be audited by the MTA on an annual basis. Audits are intended to confirm fiscal compliance and verify operating statistics reported as part of the quarterly and annual NTD reports.

5.1 The audit shall include all operating expenses and operating information including, without limitation, such expenses and information from GRANTEE or any other agencies that directly or indirectly receive Program Funds. GRANTEE shall cooperate and provide information as requested by the MTA or its representative. GRANTEE shall also maintain original source data for a minimum of three years after the completion of each year's annual audit.

5.2 Audit findings must confirm fiscal compliance and verify operating statistics allowing MTA to report data in MTA's NTD report. If audit findings indicate that GRANTEE's project data cannot be included in the MTA's NTD report for the given year, the GRANTEE is not eligible to receive Program funds.

5.3 GRANTEE shall submit annual NTD data to MTA by August 31 of each year.

ARTICLE 6. CONDITIONS

6.0 GRANTEE agrees to comply with the applicable sections of the Guidelines, all applicable local, State and Federal laws, rules and regulations in the provision of public specialized transportation services.

6.1 The MTA or their representative may perform field visits at various times throughout the term of this MOU to determine compliance with Federal, State, and Program requirements.

6.2 GRANTEE understands and agrees that in programming the Program Funds and entering into this MOU, the MTA is acting pursuant to its statutory authority and shall have no liability in connection with GRANTEE's use of the Program Funds. GRANTEE shall indemnify, defend, and hold harmless the MTA 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 the performance of the GRANTEE, its officers, agents, employees, and subcontractors in: i) the provision of the public specialized transportation services paid for by the Program Funds including, without limitation, any costs or liability on account of bodily injury, death, or personal injury of any person or for damage to or loss of use of property; ii) GRANTEE's use or misuse of the Program Funds; and/or iii) a breach of this MOU.

6.3 GRANTEE is not a contractor, agent or employee of the MTA. GRANTEE shall not represent itself as a contractor agent or employee of the MTA and shall have no power to bind the MTA in contract or otherwise.

6.4 GRANTEE is required to meet the maintenance of effort requirements as specified in the Guidelines. GRANTEE's failure to meet such requirements may reduce the Program funds GRANTEE receives hereunder.

6.5 GRANTEE shall document coordination activities with existing transit services and with participating local governments. This documentation shall consist of executed agreements, joint resolutions, and/or approved implementation plans.

ARTICLE 7 PENALTIES

7.0 In the event the GRANTEE materially defaults in any of its obligations hereunder, including, without limitation, failure to meet the requirements identified in the Guidelines, MTA may declare a default by written notice to the GRANTEE. The notice shall specify the basis for the default. The MTA reserves the right to withhold funds and to terminate this MOU unless such default is cured before the effective date stated in such notice which shall be not sooner than ten (10) days after the date of the notice. The GRANTEE shall return the Program funds to the extent costs or expenses are disallowed or misused as determined by the MTA.

7.1 Any withholding of funds, termination of the MOU, or imposition of any financial penalty against GRANTEE under the Guidelines is subject to two-thirds affirmative votes by the governing board of the MTA.

IN WITNESS WHEREOF, the GRANTEE and the MTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

GRANTEE:
Los Angeles County Department of Public Works

By:_____
Director

DATE:_____

APPROVED AS TO FORM:

By:_____

NAME:_____

TITLE:_____

DATE:_____

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

By:_____
ROGER SNOBLE
Chief Executive Officer

DATE:_____

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By:_____
DEPUTY

ATTACHMENT A

Whittier et al Dial-a-Ride

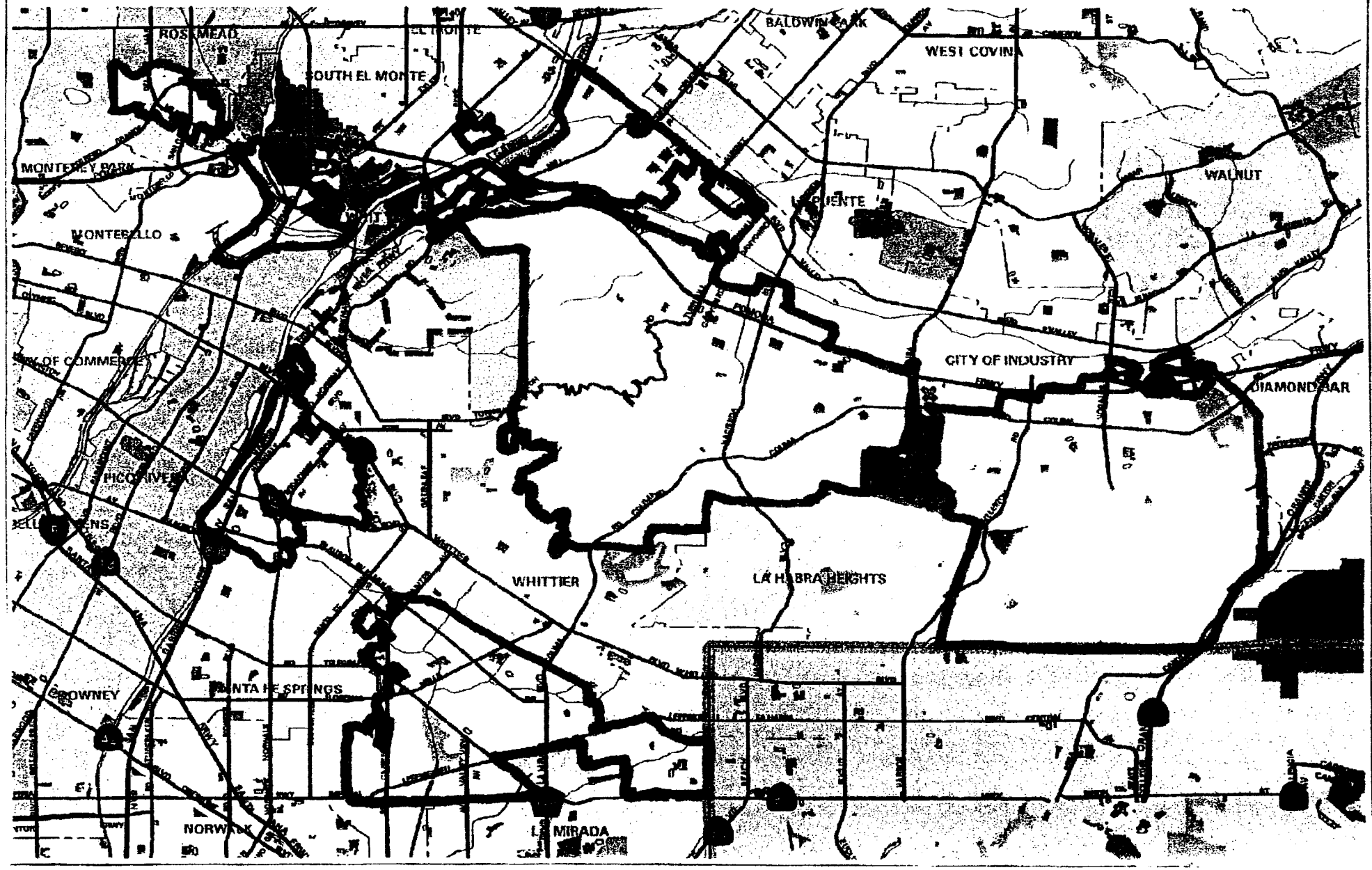
Scope of Work

Whittier	**Unincorporated County Areas of Hacienda Heights, South San Gabriel, Rowland Heights, and Unincorporated Areas Surrounding the City of Whittier**
Information Phone Number:	Southland Transit, Inc. (800) 439-0439
Eligibility and Service Requirements:	60 years or older or persons with disabilities who reside within the unincorporated areas of Hacienda Heights, South San Gabriel, Rowland Heights, and areas surrounding the City of Whittier (see attached maps).
Type of System:	Elderly and Persons with Disabilities Dial-A-Ride
Type of ID Required for Eligibility:	ID required for riders 60 years or older. Riders under the age of 60 years require certification from a physician specifying condition of disability.
Need to Pre-Register:	Yes, an eligibility application must be completed prior to receiving service. Call (800) 439-0439 to receive application.
Service Area:	Each individual unincorporated area of: Hacienda Heights, South San Gabriel, Rowland Heights and the areas surrounding the City of Whittier (see attached maps).
Outside Locations Served:	Up to three 3 miles outside of each individual service area boundary.
	Individual Service Areas: Hacienda Heights South San Gabriel Rowland Heights Unincorporated Whittier
Hours of Service:	Monday - Friday: 8:00 a.m. to 5:00 p.m. Saturday & Sunday: No Service

No Service:	Service is not provided on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
Advance Reservation Requirements:	24 hours in advance of trip. Same day service is provided subject to availability of vehicle time and capacity.
Fare/Fee:	$0.50 per one-way trip
Escorts:	Escorts of persons with disabilities are allowed at no charge.

PARATRANSIT SERVICE AREA

WHITTIER, ET AL.



OCT 15 2002 7:31AM HP LASERJET 3200 P.3

ATTACHMENT B

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
QUARTERLY REPORT FOR NATIONAL TRANSIT DATABASE ID #9166
RIDERSHIP AND OPERATING DATA

Project Name:

ACTUAL BY QUARTER
FY_____

	July - Sept.	Oct. - Dec.	Jan. - Mar.	Apr. - Jun	TOTAL
SERVICE SUPPLIED					
1. Number of Vehicles in Operation					0
2. Total Vehicle Miles					0
3. Total Vehicle Hours					0
4. Total Vehicle Revenue Miles					0
5. Total Vehicle Revenue Hours					0
SERVICE CONSUMED					
1. Unlinked Passenger Trips					0
2. Passenger Miles					0
OPERATING EXPENSES					
1. Vehicle Operations					0
2. Vehicle Maintenance					0
3. Non-vehicle Maintenance					0
4. General Administration					0
5. Total Operating Expenses					0
6. Total Farebox Revenue					0
7. Total Net Expenses					0
QUALITY OF SERVICE					
1. Percent on-time performance					0
2. Percent missed trips (fixed route only)					0
3. Percent passenger no shows (Dial-a-Ride only)					0
4. Total Roadcalls					0
5. Total Accidents (> $7500 property damage)					0