



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: P.J. Mellana, Director of Parks and Recreation

SUBJECT: Consideration and possible action to receive and file Memorandum of Understanding File No. XX with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for Collecting and Reporting Data for the National Transit Database for Report Year 2013.

DATE: March 14, 2016

EXECUTIVE SUMMARY

The City of Bellflower is one of many cities that operate locally funded fixed-route and Dial-A-Ride transit services in Los Angeles County. An aspect of this operation is the City participates in the National Transit Database (NTD) Voluntary Reporting Program. Each participating city is paid dollar-for-dollar for what their service generates for the Los Angeles County region, minus the cost of an audit.

RECOMMENDATION

- 1) Receive and file Memorandum of Understanding File No. XX with the LACMTA; or
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

The City will receive \$47,079 no later than December 31, 2016, per the Memorandum of Understanding File No. XX for Report Year 2013.

DISCUSSION

Rather than have each city report data directly to the Federal Transit Administration (FTA), the LACMTA submits a consolidated NTD report to the FTA on behalf of 45+ cities. The data submitted by each of the local operators generates additional Urbanized Area Formula Funding program (49 U.S.C. § 5307) capital funds to the region. Once Congress apportions the funds, LACMTA enters into MOUs with each city to make payment to each city for their share of the revenues generated for the Los Angeles County region. The MOU amount is determined as described in Article 3.0 of the MOU.

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The overall reporting process and local and federal funding practices with this program lag behind several years which are the reasons why the City is receiving funds in 2016 for an MOU that covers reporting year 2013.

Bellflower’s contracted transportation service provider, Empire Transportation, prepares all NTD documentation and reports for this program and also goes through the audit with City and LACMTA staff annually.

ATTACHMENT

Memorandum of Understanding File No. XX for Report Year 20133

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2013**

This Memorandum of Understanding (MOU) is entered into as of September 14, 2015 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Bellflower (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 18, 2014 meeting, LACMTA approved the Fiscal Year FY 2014-15 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2012-13; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for FY 2012-13 and has voluntarily submitted NTD data to the LACMTA for FY 2012-13 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 2012-13 Report Year (the "Project"); and

WHEREAS, on September 3, 2015, the Federal Transit Administration (FTA) published in the Federal Register the FY 2014-15 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, 2014**, through **June 30, 2016** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2012-13 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 2012-13 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **September 30, 2013**;
 - C. Allowed the LACMTA to assign an independent auditor to review the submitted FY 2012-13 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 2012-13 NTD statistics. LACMTA shall pay the City for submitting the FY 2012-13 **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 73,872 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$.4193926 per revenue vehicle mile, plus the 237,980 passenger miles reported by the City squared, divided by the \$319,375 operating cost reported by the City, multiplied by the FTA unit value of \$.0096635 less the cost of the \$1,555 in audits paid by LACMTA. See Attachment A for detail.

DIAL-A-RIDE SERVICE

For City's dial-a-ride service, LACMTA shall pay an amount equal to the 39,655 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$.4193926 per revenue vehicle mile, plus the 51,126 passenger miles reported by the City squared, divided by the \$240,630 operating cost reported by the City, multiplied by the FTA unit value of \$.0096635 less the cost of the \$796 in audits paid by LACMTA. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **December 31, 2016** in the amount of **\$47,079** 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 PO # 910000000PAIBELFLR15 M.S. Pari Ahmadi (99-24-4)

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: Pari Ahmadi (99-24-4)
- 7.1 City's Address:
Bellflower
16600 Civic Center Drive
Bellflower, CA 90706
Attn: Kristen Smith
ksmith@bellflower.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 Bellflower



Mayor/City Manager
Date: 3/1/16

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By: 

Legal Counsel
Date: 3/4/2016

By: 

Deputy
Date: 9/22/15

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Miles	Total Vehicle Hours	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Initial Revenue Hours	Total Passenger Trips	Total Passenger Miles	Total Operating Costs	Total Farebox Revenues	Net Contract Expenditures	Total Generated	Cost of Audit	Total (\$Due Before Tier 2 Deduction)	Tier II Operator Deduction	Total (\$Due to Jurisdiction)
Alabama	MB	186,628	171,049	17,783	16,657	16,657	600,511	1,438,821	889,378	143,288	745,080	94,261	50,906	4,484	68,777		89,777
Alaska	DR	14,924	16,064	1,652	1,652	1,652	108,421	108,421	797,879		50,906	2,422	48,484		48,484		48,484
Arizona	DR	31,433	3,976	15,778	6,432	6,432	11,748	11,748	151,164		151,164	315	6,311		6,311		6,311
Atlanta	DR	101,369	9,151	128,816	15,083	15,083	128,816	128,816	1,316,357		42,634	2,028	40,605		40,605		40,605
Baldwin Park	MB	294,671	272,891	24,653	23,626	23,626	666,553	1,053,887	151,197	902,490	117,392	5,885	111,807		111,807		111,807
Baldwin Park	DR	56,357	5,334	48,926	4,894	4,894	57,133	57,133	216,877		20,661	983	19,678		19,678		19,678
Bellflower	MB	42,881	5,203	73,872	5,021	5,021	39,286	39,286	367,47		32,695	1,585	31,140		31,140		31,140
Bellflower	DR	7,428	4,152	39,655	3,759	3,759	51,126	51,126	240,630		16,736	796	15,940		15,940		15,940
Bell Gardens	MB	101,085	9,614	95,647	9,180	9,180	180,088	180,088	59,105	467,129	43,537	2,071	41,466		41,466		41,466
Bell Gardens	DR	63,554	7,517	57,915	6,889	6,889	108,533	108,533	586,075		24,483	1,195	23,319		23,319		23,319
Burbank	MB	328,667	26,669	289,543	21,416	21,416	359,383	359,383	1,256,753		116,094	5,523	110,571		110,571	(17,926)	92,645
Burbank	DR	405,544	31,721	382,039	29,325	29,325	560,973	560,973	2,270,053		1,245,716	67,005	1,173,711		1,173,711		1,173,711
Carson	DT		101,111	5,001	1,167	1,167	127,980	127,980	466,464		72,277	4,273	68,004		68,004		68,004
Cerritos	MB	327,794	23,047	287,751	21,127	21,127	486,437	486,437	1,319,973		92,553	4,363	88,190		88,190		88,190
Cerritos	DR	66,512	6,126	48,943	4,718	4,718	73,089	73,089	319,973		18,272	826	18,446		18,446		18,446
Compton	MB	158,623	12,426	146,197	11,114	11,114	233,980	233,980	848,665		62,050	2,882	59,098		59,098		59,098
Covina	MB	148,522	6,644	70,114	7,451	7,451	161,600	161,600	108,089		84,780	3,824	80,956		80,956		80,956
Covina	DR	36,176	3,454	34,088	3,298	3,298	64,759	64,759	401,546		29,506	1,404	28,103		28,103		28,103
Cudahy	DT		8,216	537	2,572	2,572	496,043	496,043	162,701		25,593	1,218	24,376		24,376		24,376
Duway	MB	169,598	14,620	146,220	14,126	14,126	227,437	227,437	1,508,196		86,899	3,956	82,943		82,943		82,943
Duway	DR	100,194	11,227	80,203	7,718	7,718	30,300	30,300	93,592		33,736	1,605	32,131		32,131		32,131
Duarte	MB	83,733	6,862	81,810	6,744	6,744	250,462	250,462	891,368		39,351	1,872	37,479		37,479		37,479
El Monte	MB	244,221	24,599	237,539	23,493	23,493	1,779,880	1,779,880	1,370,344		122,004	6,804	115,200		115,200		115,200
El Monte	DR	103,881	9,947	92,594	8,811	8,811	114,233	114,233	265,929		1,087,951	1,853	37,095		37,095		37,095
Glendale	MB	731,038	81,326	868,478	78,883	78,883	1,886,016	1,886,016	6,288,397		320,333	15,239	305,094		305,094	(60,203)	244,891
Glendale	DR	33,334	3,004	32,916	2,472	2,472	10,129	10,129	177,602		13,897	658	13,179		13,179		13,179
Glendora	DR	111,186	14,604	102,471	11,892	11,892	31,889	31,889	89,458		43,049	2,048	41,001		41,001		41,001
Huntington Park	MB	195,682	18,426	184,015	17,091	17,091	398,005	398,005	1,466,001		92,406	4,386	88,010		88,010		88,010
Huntington Park	DR	40,136	4,024	36,908	3,659	3,659	65,469	65,469	289,527		11,757	561	11,196		11,196		11,196
LACDPWA	MB	279,149	31,701	247,444	24,444	24,444	1,350,132	1,350,132	1,339,148		16,421	851	15,570		15,570		15,570
LACDPWA	DR	107,738	10,109	97,635	9,182	9,182	146,204	146,204	343,147		37,618	1,756	35,829		35,829		35,829
LACDPWA	MB	1,352,355	135,235	1,217,120	117,120	117,120	5,111,703	5,111,703	17,432		1,456	73	1,383		1,383		1,383
LACDPWA	DR	84,378	6,936	78,186	6,524	6,524	25,219	25,219	72,326		30,596	1,456	29,140		29,140		29,140
LACDPWA	MB	125,310	8,999	106,774	8,141	8,141	216,726	216,726	360,803		12,041	573	11,468		11,468		11,468
LACDPWA	DR	107,797	8,039	85,670	7,568	7,568	327,080	327,080	427,033		51,004	2,426	48,577		48,577		48,577
Laydalis	MB	153,028	14,715	133,739	13,379	13,379	747,221	747,221	3,828,810		67,199	3,197	64,002		64,002		64,002
Laydalis	DR				2,832	2,832	5,811	5,811	8,555		164,661	1,112	22,272		22,272		22,272
Lynwood	DT																
Manhattan Beach	DR	44,121	5,689	38,995	5,246	5,246	16,039	16,039	65,649		16,417	781	15,636		15,636		15,636
Maywood	DR	33,621	4,382	28,179	3,632	3,632	11,357	11,357	35,994		11,872	585	11,307		11,307		11,307
Monterey Park	MB	253,619	20,723	224,033	18,640	18,640	366,490	366,490	1,099,405		100,452	4,779	95,673		95,673		95,673
Monterey Park	DR	37,379	4,575	33,709	4,307	4,307	33,499	33,499	446,279		14,162	674	13,488		13,488		13,488
Pasadena	MB	619,902	53,490	592,491	51,860	51,860	1,394,742	1,394,742	3,512,420		279,263	13,265	266,000		266,000		266,000
Pasadena	DR	93,731	8,478	76,653	7,311	7,311	21,458	21,458	374,507		26,263	1,389	24,874		24,874		24,874
Rosemead	MB	135,765	11,062	123,923	10,614	10,614	319,765	319,765	39,961		33,946	1,440	32,506		32,506		32,506
Rosemead	DR	64,621	6,144	58,095	5,410	5,410	18,349	18,349	32,426		5,959	283	22,116		22,116		22,116
San Gabriel	DR	89,425	7,169	81,018	6,578	6,578	202,295	202,295	485,031		38,604	1,837	36,767		36,767		36,767
San Gabriel	DT																
South Gate	DR	38,996	4,844	35,312	4,339	4,339	84,238	84,238	793,451		66,993	3,167	63,796		63,796		63,796
South Gate	DT																
South Pasadena	DR	173,764	12,157	165,104	11,589	11,589	106,250	106,250	376,564		70,872	3,372	67,501		67,501		67,501
West Covina	MB	90,564	9,059	81,783	6,972	6,972	21,280	21,280	313,339		34,564	1,644	32,919		32,919		32,919
West Covina	DR	94,321	12,657	80,917	10,654	10,654	53,597	53,597	128,508		34,106	1,623	32,483		32,483		32,483
West Hollywood	MB																
West Hollywood	DR																
Total		200	7,078,066	659,755	670,643	620,160	11,263,939	27,417,287	42,482,275	4,050,829	39,003,859	3,039,956	147,000	2,942,866	122,831		2,820,134
FY13 Data																	
LADOT COMMUNITY DASH	MB	3,616,151	344,878	3,184,603	321,451	321,451	15,002,959	20,536,727	29,721,569	4,637,148	1,472,685	\$70,039	1,402,646		1,402,646		1,110,767
LADOT COMMUNITY DASH	DR	585,256	76,015	508,056	57,949	57,949	129,354	129,354	3,624,655	53,287	2,140,225	\$10,719	203,846		203,846		203,846
Total LADOT		138	4,201,447	422,891	3,692,659	379,400	15,132,313	21,149,839	33,546,424	4,690,435	1,686,910	\$80,758	1,606,492		1,606,492		1,314,613
Total NTD 9155 Funds		418	11,282,513	1,081,646	1,039,612	989,560	26,396,222	48,562,126	76,028,659	8,751,264	4,776,575	221,216	4,549,457		4,549,457		4,134,747

FY13 Revenue Mile Rate
FY13 Passenger Mile Rate