

**LOS ANGELES COUNTY TRANSPORTATION
COMMISSION**



PROPOSITION C/ISTEA TRAINING SEMINAR

NOVEMBER 19, 1992



**LOS ANGELES COUNTY TRANSPORTATION COMMISSION
PROP C/ISTEA INFORMATION AND TRAINING SEMINAR
FOR PROJECT SPONSORS**



NOVEMBER 19, 1992

- OBJECTIVE:** To train FY 1991-1992 and FY 1992-1993 Prop C/ISTEA project sponsors in the required process for obtaining funds.
- ATTENDEES:** All recipients of FY 1991-1992 and FY 1992-1993 Prop C/ISTEA funds approved in the September 23, 1992 Commission action.
- WHERE:** LACTC Offices
818 West Seventh Street, Los Angeles
- WHEN:** November 19, 1992
- | | | |
|-------------------------------|------------------------------------|----------------------|
| 9:00 a.m. - 11:45 a.m. | 12th Floor Conference Room (SCAG): | All Participants |
| 1:00 p.m. - 2:30 p.m. | 12th Floor Conference Room (SCAG): | All Participants |
| 2:30 p.m. - 4:00 p.m. | Mount Olympus Room - 4th Floor: | Transit Participants |
| 2:30 p.m. - 4:00 p.m. | Los Angeles Room - 10th Floor: | Highway Participants |
| 2:30 p.m. - 4:00 p.m. | Long Beach Room - 11th Floor: | TDM Participants |

PROGRAM OUTLINE:

- | | | |
|---------------------|--|--|
| 9:00 - 9:15 | Linda Bohlinger
<i>Director of Capital Planning and Programming, LACTC</i> | Introductions
Overview of Agenda |
| 9:15 - 9:30 | Judy Wilson
<i>Deputy Executive Director, LACTC Area Teams</i> | Prop C/ISTEA Program Philosophy
Role of LACTC Area Teams in funding process |
| 9:30 - 10:15 | Linda Bohlinger
<i>LACTC</i> | Process for Obtaining Funds
Overview of Funds Administration Process Flow Charts
Discussion of Memorandum of Understanding (MOU) |

**10:15 - 11:45 Panel Discussion
Role of Each Agency in the ISTEA Process**

- Speakers:**
- | | |
|------------------------|---|
| Linda Bohlinger | <i>LACTC-Moderator</i> |
| Dennis Scovill | <i>Urban Transportation Planner, Federal Highway Administration (FHWA)</i> |
| Portia Palmer | <i>Director, Grants Assistance, Federal Transit Administration (FTA)</i> |
| Don Benjamin | <i>Chief, Office of Local Programs Caltrans Headquarters, Sacramento</i> |
| Arnold Sherwood | <i>Director of Forecasting, Analysis, and Monitoring, Southern California Association of Governments (SCAG)</i> |
| Jack Hallin | <i>Deputy District Director, Caltrans District 7</i> |

11:45 - 12:45	Lunch Break	
1:00 - 2:30	Panel Discussion - Proposition C Procedures	
Speakers:	Linda Bohlinger <i>LACTC Moderator</i>	Review of Prop C Funds Flow Chart, Discussion of MOU
	Terry Matsumoto <i>Controller, LACTC</i>	Invoice and Payment Process
	Jim McLaughlin <i>Director of Transit Systems Planning, LACTC</i>	Transit Issues
	Sarah Siwek <i>Director of Transportation Demand Management, LACTC</i>	TDM Issues
	Dave Barnhart <i>Director of Southeast Area Team, LACTC</i>	Highway Issues
	Patti Holmberg <i>Project Manager Westside Area LACTC</i>	Bikeway Issues
2:30 - 4:00	Panel Discussion - ISTE A Transit Mode	
Speakers:	Michelle Caldwell <i>Program Manager, Grants Management, LACTC Moderator</i>	Review of Flow Chart, Discussion of MOU
	Dennis Newjahr <i>Grants Manager, SCRTD</i>	Section 9 Grant Application
	Portia Palmer <i>FTA</i>	FTA Requirements
	Jim McLaughlin <i>LACTC</i>	Transit Issues
2:30 - 4:00	Panel Discussion - ISTE A Highway Mode	
Speakers:	David Yale <i>Program Manager, TIP Programming, LACTC Moderator</i>	Review of Flow Chart, Discussion of MOU
	Jack Hallin <i>Deputy District Director, Caltrans District 7</i>	Caltrans Master and Supplemental Agreements
	Dave Barnhart <i>LACTC</i>	Highway Issues
2:30 - 4:00	Panel Discussion - ISTE A TDM Mode	
Speakers:	Mark Bozigian <i>Program Manager, Funds Administration, LACTC Moderator</i>	Review of Flow Chart
	Sarah Siwek <i>LACTC</i>	Discussion of MOU (contract); TDM Issues
	John Wolf <i>Chief, Office of Traffic Improvement, Caltrans, Sacramento</i>	Caltrans Role in TDM Program

FUNDS ADMINISTRATION SUMMARY

LACTC

PROPOSITION C FUNDS ADMINISTRATION

Project Sponsor

LACTC

LACTC / Project Sponsor

Project Sponsor

Project Sponsor

LACTC

Project Submittal

**Project Review, Selection, and
Inclusion in TIP**

**Execute Memorandum of
Understanding (MOU)**

**Manage Project per Prop C
Guidelines and MOU**

**Submit Quarterly Financial
Reports**

**Disburse Funds per MOU Payment
Schedule**

LACTC

ISTEA FUNDS ADMINISTRATION - TRANSIT PROJECTS

Transit Operator	Project Submittal
LACTC	Project Review, Selection, and Inclusion in TIP; Execute MOU with Transit Operator
Transit Operator	Submit Section 9 Grant Application to FTA
FTA	Approve Project and Obligate Funds; Execute Grant Contracts and Approval to Draw Down Funds
Transit Operator	Advertise Project for Bid; Award Contract
Transit Operator	Manage Project and Draw Down Funds per FTA Regulations
FTA	Transfer Funds per Grant Contract

LACTC

ISTEA FUNDS ADMINISTRATION - HIGHWAY PROJECTS

Local Agency	Project Submittal
LACTC	Project Review, Selection, and Inclusion in TIP; Execute MOU
Local Agency	Submit Field Review Form and Environmental Documentation to Caltrans District 7
Caltrans District 7	Conduct Field Review
Local Agency	Complete Environmental Documentation, PS&E, and Certify Right-of-Way
Caltrans District 7	Prepare Obligation Documents
FHWA	Obligate Funds for Project
Local Agency	Construct Project and Submit Invoices
Caltrans Headquarters	Reimburse Local Agency

LACTC

ISTEA FUNDS ADMINISTRATION - TDM PROJECTS

Project Sponsor

LACTC

Project Sponsor

LACTC

Caltrans District 7

FHWA

Project Sponsor

LACTC or Caltrans Headquarters

Project Submittal

Project Review, Selection, and
Inclusion in TIP

Submit Scope of Work and
Budget Documentation to LACTC

Approve Scope of Work and
Budget; Execute MOU with
Project Sponsor

Certify Project Eligibility;
Prepare Obligation Documents

Obligate Funds for Project

Execute Project; Submit
Invoices to LACTC or Caltrans
Headquarters

Reimburse Project Sponsor per
Submitted Invoices

**MEMORANDUM OF UNDERSTANDING (MOU)
SUMMARY**

LACTC

MEMORANDUM OF UNDERSTANDING (MOU)

- ✓ Grant Amount and Payment Schedule
- ✓ Term of MOU
- ✓ Invoice Requirements
- ✓ Scope of Work and Use of Funds
- ✓ Reporting and Audit Requirements
- ✓ Sources and Disposition of Funds
- ✓ Project Termination
- ✓ Other Terms and Conditions
- ✓ Project Budget and Cash Flow Plan

1. The first part of the document is a list of names and dates.

PANEL DISCUSSION - PROPOSITION C PROCEDURES

NOVEMBER 19, 1992
1:00 - 2:30 P.M.
12TH FLOOR CONFERENCE ROOM

PANEL OF SPEAKERS:

Linda Bohlinger *Director of Capital Planning and Programming,
LACTC - Moderator*

Terry Matsumoto *Controller, LACTC*

Jim McLaughlin *Director of Transit Systems Planning, LACTC*

Sarah Siwek *Director of Transportation Demand Management,
LACTC*

Dave Barnhart *Director, Southeast Area Team, LACTC*

AGENDA

- I. Introduction
- II. Review of Proposition C Funding Flow Chart
- III. LACTC Memorandum of Understanding (MOU)
- IV. Invoice and Payment Process
- V. Funding Timeline
- VI. Mode Issues
- VII. Questions and Answers

LACTC

PROPOSITION C FUNDS ADMINISTRATION

Project Sponsor

LACTC

LACTC / Project Sponsor

Project Sponsor

Project Sponsor

LACTC

Project Submittal

**Project Review, Selection, and
Inclusion in TIP**

**Execute Memorandum of
Understanding (MOU)**

**Manage Project per Prop C
Guidelines and MOU**

**Submit Quarterly Financial
Reports**

**Disburse Funds per MOU Payment
Schedule**

LACTC

PROPOSITION C FUNDS ADMINISTRATION PROCESS

FOR: RAIL AND BUS SECURITY (PROP. C 5%)

COMMUTER RAIL/TRANSIT CENTERS (PROP. C 10%)

TRANSIT RELATED STREET/STATE HIGHWAY IMPROVEMENTS (PROP. C 25%)

PROPOSITION C DISCRETIONARY GRANT PROGRAM (PROP. C 40%)

ACTION	RESPONSIBLE ORGANIZATION
1. Submit completed Proposition C application, authorizing resolution, and required certifications ¹	Project Sponsor
2. Review and approve project and forward recommendations to full Commission	LACTC-Area Teams, Capital Planning and Advisory Committees
3. Approve project	LACTC-Commission
4. Approve project for inclusion in Regional Transportation Improvement Program (RTIP)	LACTC-Capital Planning & Programming and SCAG
5. Execute Memorandum of Understanding with Project Sponsor	LACTC-Area Teams in cooperation with Capital Planning
6. Implement project per Proposition C guidelines and Memorandum of Understanding	Project Sponsor
7. Submit quarterly project status report including quarterly and inception to date budgeted and actual expenditures	Project Sponsor
8. Review quarterly report	LACTC-Area Teams
9. Disburse funds to Project Sponsor	LACTC-Accounting
10. Manage project per Proposition C guidelines and Memorandum of Understanding; submit annual project evaluation and financial review ²	Project Sponsor

[call b\propca.lst]

NOTES:

- LACTC, and/or its designee, shall have the right to conduct an annual project financial and compliance audit(s). This audit will ensure that the project is in compliance with the project scope of work and other terms and conditions as defined by the Memorandum of Understanding and the LACTC Proposition C Guidelines (as adopted by LACTC in April/May 1992). Results of the audit will be reported to the Commission on an annual basis.
- All project sponsors must comply with FTA Section 15 reporting requirements.
- New or revised project applications may be required, on an annual basis, for all projects funded under the Proposition C 40% Discretionary grant program.

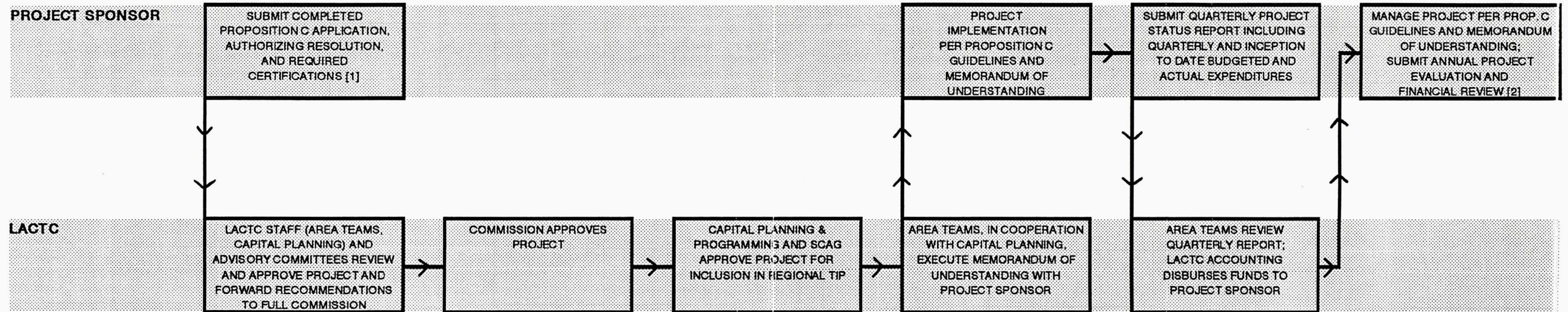
¹Certifications that may be required include:

- Certification that all other available funding sources have been committed for the proposed project.
- Financial Capacity certification demonstrating current and future financial capacity to sustain all new operating costs.
- Maintenance of Effort certification.
- Certification of Coordination with other affected transit operators to avoid potential service duplication.

²Operators receiving Proposition C base service funding must also submit an annual Transit Performance Measurement (TPM) report and annual warranties as required.

LACTC PROPOSITION C FUNDS ADMINISTRATION PROCESS

FOR: RAIL AND BUS SECURITY (PROP. C 5%)
 COMMUTER RAIL / TRANSIT CENTERS (PROP. C 10%)
 TRANSIT RELATED STREET / STATE HIGHWAY IMPROVEMENTS (PROP. C 25%)
 PROPOSITION C DISCRETIONARY GRANT PROGRAM (PROP. C 40%)



FOOTNOTES:

[1] CERTIFICATIONS THAT MAY BE REQUIRED INCLUDE:

- CERTIFICATION THAT ALL OTHER AVAILABLE FUNDING SOURCES HAVE BEEN COMMITTED FOR THE PROPOSED PROJECT
- FINANCIAL CAPACITY CERTIFICATION DEMONSTRATING CURRENT AND FUTURE FINANCIAL CAPACITY TO SUSTAIN ALL NEW OPERATING COSTS
- MAINTENANCE OF EFFORT CERTIFICATION
- CERTIFICATION OF COORDINATION WITH OTHER AFFECTED TRANSIT OPERATORS TO AVOID POTENTIAL SERVICE DUPLICATION

[2] OPERATORS RECEIVING PROPOSITION C BASE SERVICE FUNDING MUST ALSO SUBMIT AN ANNUAL TRANSIT PERFORMANCE MEASUREMENT (TPM) REPORT AND ANNUAL WARRANTIES AS REQUIRED

NOTES:

- LACTC, AND/OR ITS DESIGNEE, SHALL HAVE THE RIGHT TO CONDUCT AN ANNUAL PROJECT FINANCIAL AND COMPLIANCE AUDIT(S). THIS AUDIT WILL ENSURE THAT THE PROJECT IS IN COMPLIANCE WITH THE PROJECT SCOPE OF WORK AND OTHER TERMS AND CONDITIONS AS DEFINED BY THE MEMORANDUM OF UNDERSTANDING AND THE LACTC PROPOSITION C GUIDELINES (AS ADOPTED BY LACTC IN APRIL/MAY 1992). RESULTS OF THE AUDIT WILL BE REPORTED TO THE COMMISSION ON AN ANNUAL BASIS.
- ALL PROJECT SPONSORS MUST COMPLY WITH UMTA SECTION 15 REPORTING REQUIREMENTS
- NEW OR REVISED PROJECT APPLICATIONS MAY BE REQUIRED, ON AN ANNUAL BASIS, FOR ALL PROJECTS FUNDED UNDER THE PROPOSITION C 40% DISCRETIONARY GRANT PROGRAM

MVB 10-26-92 REV. 2
 FILE: PROP.CA.WK1

LACTC

MEMORANDUM OF UNDERSTANDING (MOU)

- ✓ Grant Amount and Payment Schedule
- ✓ Term of MOU
- ✓ Invoice Requirements
- ✓ Scope of Work and Use of Funds
- ✓ Reporting and Audit Requirements
- ✓ Sources and Disposition of Funds
- ✓ Project Termination
- ✓ Other Terms and Conditions
- ✓ Project Budget and Cash Flow Plan

PROPOSITION C
INVOICE AND PAYMENT PROCESS

ISTEA/ PROPOSITION C
 QUARTERLY COST CERTIFICATION AND RECONCILIATION

AGENCY NAME: _____
 ADDRESS: _____

FUNDING SOURCE: ISTE A % _____ PROPOSITION C % _____
 SUB-FUND TYPE: _____
 GRANT NO.: _____
 PROJECT NAME: _____

	GRANT FUNDS	LOCAL FUNDS	TOTAL FUNDS
CURRENT QUARTERS COSTS:			
1ST MONTH ADVANCE	\$ _____	\$ _____	\$ _____
2ND MONTH ADVANCE	_____	_____	_____
3RD MONTH ADVANCE	_____	_____	_____
RETENTION	_____	_____	_____
COMMISSION SHARE	\$ _____	\$ _____	\$ _____
ACTUAL COSTS	\$ _____	\$ _____	\$ _____
COMMISSION SHARE <OVER> /UNDER	\$ _____	\$ _____	\$ _____

I certify that I am the responsible fiscal officer of _____ and that
 to the best of my knowledge and belief the information stated above is correct.

SIGNATURE _____
 TYPED NAME _____
 TITLE _____
 DATE _____

LACTC Use Only	
Area Team:	Date
Finance:	Date

ISTEA/ PROPOSITION C
 PROJECT PAYMENT FROM INCEPTION TO DATE
 DATE

AGENCY NAME: _____
 ADDRESS: _____

FUNDING SOURCE: ISTE A % _____ PROPOSITION C % _____
 SUB-FUND TYPE: _____
 GRANT NO.: _____
 PROJECT NAME: _____

	GRANT FUNDS	LOCAL FUNDS	TOTAL FUNDS
PROJECT BUDGET	\$ _____	\$ _____	\$ _____
10% RETENTION	_____	_____	_____
AVAILABLE FUNDS	\$ _____	\$ _____	\$ _____
FISCAL YEAR PAYMENTS:			
1ST QUARTER	\$ _____	\$ _____	\$ _____
2ND QUARTER	_____	_____	_____
3RD QUARTER	_____	_____	_____
4TH QUARTER	_____	_____	_____
CURRENT FISCAL YEAR PAYMENT	\$ _____	\$ _____	\$ _____
PRIOR YEARS PAYMENT	\$ _____	\$ _____	\$ _____
TOTAL PROJECT PAYMENTS	\$ _____	\$ _____	\$ _____
PROJECT FUND BALANCE	\$ _____	\$ _____	\$ _____
PROJECT PERCENTAGE OF COMPLETION TO DATE	\$ _____ 0%	\$ _____ 0%	\$ _____ 0%

I certify that I am the responsible fiscal officer of _____ and that
 to the best of my knowledge and belief the information stated above is correct.

SIGNATURE _____
 TYPED NAME _____
 TITLE _____
 DATE _____

LACTC Use Only	
Area Team:	Date
Finance:	Date

ISTEA/ PROPOSITION C
MONTHLY GRANT PAYMENT REQUEST

AGENCY NAME: _____
ADDRESS: _____

FUNDING SOURCE: ISTE A % _____ PROPOSITION C % _____
SUB-FUND TYPE: _____
GRANT NO.: _____
PROJECT NAME: _____

We hereby request a monthly grant payment of \$ _____ under the provisions of the MOU between _____ and the Los Angeles County Transportation Commission dated September 23, 1992.

I certify that these grant funds will not be used for any other project or purpose than that specified in Grant Number _____.

Name _____

Title _____

Date _____

LACTC Use Only	
Area Team:	Date:
Finance:	Date:

ISTEA/ PROPOSITION C
PROJECT FINANCIAL/CASH FLOW PLAN

AGENCY NAME: _____
ADDRESS: _____

FUNDING SOURCE: ISTE A % _____ PROPOSITION C % _____
SUB-FUND TYPE: _____
GRANT NO.: _____
PROJECT NAME: _____

PROJECTED BUDGETED COST \$ _____

FUNDING SOURCES

ISTEA \$ _____
PROPOSITION C \$ _____
LOCAL AGENCY FUNDS \$ _____

\$ _____

PROJECTED MONTHLY CASH FLOW REQUIREMENTS:

JULY 1992	\$ _____	JANUARY 1993	\$ _____
AUGUST 1992	_____	FEBRUARY 1993	_____
SEPTEMBER 1992	_____	MARCH 1993	_____
OCTOBER 1992	_____	APRIL 1993	_____
NOVEMBER 1992	_____	MAY 1993	_____
DECEMBER 1992	_____	JUNE 1993	_____

CURRENT FISCAL YEAR CASH FLOW REQUIREMENTS \$ _____

FUTURE CASH FLOW REQUIREMENTS \$ _____

TOTAL PROJECT BUDGET \$ _____

The above Financial/Cash Flow Plan for Grant No. _____ has been established in accordance with the provisions of paragraph 1b of this MOU between _____ and the Los Angeles County Transportation Commission.

Name: _____ Title: _____ Date: _____

LACTC Use Only	
Area Team:	Date
Finance:	Date

PANEL DISCUSSION - ISTEА TRAINING - TRANSIT MODE

NOVEMBER 19, 1992
2:30 P.M. - 4:00 P.M.
MT OLYMPUS ROOM

PANEL OF SPEAKERS:

Michelle Caldwell *Program Manager, Grants Management, LACTC - Moderator*

Dennis Newjahr *Grants Manager, SCRTD*

Portia Palmer *Director, Grants Assistance, FTA*

Jim McLaughlin *Director, Transit Systems Planning, LACTC*

AGENDA

- I. Introduction
- II. Review of ISTEА Transit Mode Flow Chart
- III. How to Complete a Section 9 Grant Application
- IV. FTA Requirements
- V. Funding Timeline
- VI. LACTC Memorandum of Understanding (MOU)
- VII. Questions and Answers

**ISTEA TRANSIT PROJECTS
FUNDS ADMINISTRATION**

LACTC

ISTEA FUNDS ADMINISTRATION - TRANSIT PROJECTS

Transit Operator	Project Submittal
LACTC	Project Review, Selection, and Inclusion in TIP; Execute MOU with Transit Operator
Transit Operator	Submit Section 9 Grant Application to FTA
FTA	Approve Project and Obligate Funds; Execute Grant Contracts and Approval to Draw Down Funds
Transit Operator	Advertise Project for Bid; Award Contract
Transit Operator	Manage Project and Draw Down Funds per FTA Regulations
FTA	Transfer Funds per Grant Contract

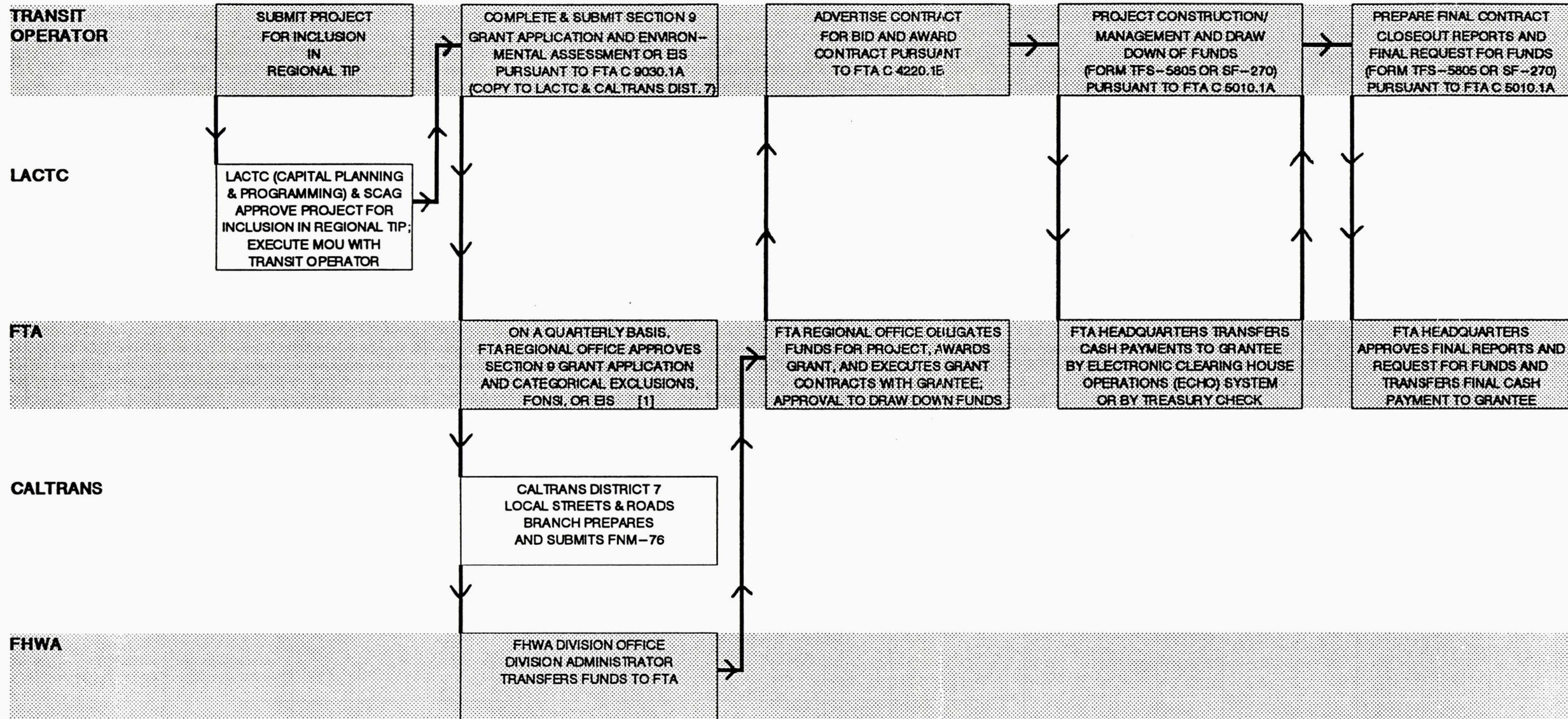
**LACTC
TRANSIT PROJECTS (excluding TDM)
FUNDS ADMINISTRATION PROCESS
FOR ISTE A (STP, CMAQ) FORMULA FUNDS**

ACTION	RESPONSIBLE ORGANIZATION
1. Submit project for inclusion in Regional Transportation Improvement Program (RTIP)	Transit Operator
2. Approve project for inclusion in Regional TIP; Execute MOU with Transit Operator	LACTC-Capital Planning & Programming and SCAG
3. Complete & submit Section 9 Grant Application and Environmental Assessment or EIS pursuant to FTA C 9030.1A (copies to LACTC and Caltrans Dist. 7)	Transit Operator
4. On a quarterly basis, approve Section 9 Grant Application and categorical exclusions, FONSI, or EIS ¹	FTA Regional Office
5. Prepare and submit FNM-76	Caltrans District 7 Local Streets & Roads Branch
6. Transfer funds to FTA	FHWA Division Office Division Administrator
7. Obligate funds for project, award Grant and execute Grant contracts with Grantee; approval to draw down funds	FTA Regional Office
8. Advertise contract for bid and award contract pursuant to FTA C 4220.1B	Transit Operator
9. Project construction/management and draw down of funds (Form TFS-5805 or SF-270) pursuant to FTA C 5010.1A	Transit Operator
10. Transfer cash payments to grantee by Electronic Clearing House Operations (ECHO) System or by Treasury Check	FTA Headquarters
11. Prepare final contract close out reports and final request for funds (Form TFS-5805 or SF-270) pursuant to FTA C 5010.1A	Transit Operator
12. Approve final reports and request for funds and transfer final cash payment to grantee	FTA Headquarters

[call b\flwtra.lst]

¹All grant applications will be reviewed and approved in the quarter following submittal by the Transit Operator. For example, an application submitted in the quarter ending December 31, 1992 (10/1/92 - 12/31/92) will be approved at the end of the following quarter (3/31/93). Additionally, the Section 9 Grant Application must be in approval condition within the first ten (10) days of the quarter following submittal of the application. Approval condition requires that the project is included in an approved Federal Transportation Improvement Program (FTIP) and that all necessary certifications and submissions have been included in the Grant Application. The only exception to this requirement is that the Section 13(c) labor certifications may be in process while the FTA is reviewing the application. If the labor certifications are in process, they must be completed before the Section 9 Grant Application can be approved.

**LACTC
TRANSIT PROJECTS (excluding TDM)
FUNDS ADMINISTRATION PROCESS
FOR ISTE A (STP, CMAQ) FORMULA FUNDS**



FOOTNOTES:

[1] ALL GRANT APPLICATIONS WILL BE REVIEWED AND APPROVED IN THE QUARTER FOLLOWING SUBMITTAL BY THE TRANSIT OPERATOR. FOR EXAMPLE, AN APPLICATION SUBMITTED IN THE QUARTER ENDING DECEMBER 31, 1992 (10/1/92 - 12/31/92) WILL BE APPROVED AT THE END OF THE FOLLOWING QUARTER (3/31/93). ADDITIONALLY, THE SECTION 9 GRANT APPLICATION MUST BE IN APPROVAL CONDITION WITHIN THE FIRST TEN (10) DAYS OF THE QUARTER FOLLOWING SUBMITTAL OF THE APPLICATION. APPROVAL CONDITION REQUIRES THAT THE PROJECT IS INCLUDED IN AN APPROVED FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM (FTIP) AND THAT ALL NECESSARY CERTIFICATIONS AND SUBMISSIONS HAVE BEEN INCLUDED IN THE GRANT APPLICATION. THE ONLY EXCEPTION TO THIS REQUIREMENT IS THAT THE SECTION 13(C) LABOR CERTIFICATIONS MAY BE IN PROCESS WHILE THE FTA IS REVIEWING THE APPLICATION. IF THE LABOR CERTIFICATIONS ARE IN PROCESS, THEY MUST BE COMPLETED BEFORE THE SECTION 9 GRANT APPLICATION CAN BE APPROVED.

MVB 11-16-92 REV. 3
FILE: FLWTRA.WK1

**ISTEA TRANSIT PROJECTS
SECTION 9 SUPPORTING DOCUMENTATION
(see separate attachment)**

**ISTEA TRANSIT PROJECTS
MEMORANDUM OF UNDERSTANDING**

LACTC

MEMORANDUM OF UNDERSTANDING (MOU)

- ✓ Grant Amount and Payment Schedule
- ✓ Term of MOU
- ✓ Invoice Requirements
- ✓ Scope of Work and Use of Funds
- ✓ Reporting and Audit Requirements
- ✓ Sources and Disposition of Funds
- ✓ Project Termination
- ✓ Other Terms and Conditions
- ✓ Project Budget and Cash Flow Plan

BUS TRANSIT CAPITAL PROJECTS
SCOPE OF WORK

Concise description of the project stating what will be done for the funds granted, including any special conditions.

Project Description

Statement of what will be done. For example:

- o Construct transit facility on _____ acre property.
- o Construct transit center on _____ acre property.
- o Purchase _____ expansion buses.
- o Purchase equipment (description, purpose)

Location

Statement of specific location and limits of where the project will be constructed or capital items utilized:

- o Name city in which project is located.
- o Name of transit facility or transit center to be constructed, and limits of project (i.e., cross streets).
- o Where new vehicles or capital equipment will be used.

Milestones

State, as appropriate, by dates for construction or purchase and use of vehicles or capital equipment:

- o EIR/EIS adoption date.
- o Plans, Specifications, and Estimates completion date.
- o Start date of construction.
- o Completion date of construction.
- o Purchase date for vehicles or capital equipment.

Special Conditions

Itemize where appropriate special agreements or understanding unique to specific project that are necessary for a successful project or needed to comply with understanding/conditions for award of grant by Commission.

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TSE/c-trans.cap

BUS TRANSIT OPERATIONS PROJECTS
SCOPE OF WORK

Concise description of the project stating what will be done for the funds granted, including any special conditions.

Project Description

Statement of what will be done. For example:

- o New service on a new route at _____ minute headways between the hours of _____ (AM,PM) and _____ (AM,PM) on (weekdays, weekends, etc.).
- o Enhanced service on an existing route, decreasing headways from every _____ minutes to every _____ minutes between the hours of _____ (AM,PM) and _____ (AM,PM) on (weekdays, weekends, etc.).

Service Parameters

Statement of specific transit service physical and financial parameters:

- o Start-up date and name/number of new/enhanced service.
- o Location of service (include map).
- o Number of new vehicles to be used, and number of new runs in service.
- o Estimated cost per hour for new/enhanced service.

Special Conditions

Itemize where appropriate special agreements or understanding unique to specific project that are necessary for a successful project or needed to comply with understanding/conditions for award of grant by Commission.

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TSE/c-trans.op

PANEL DISCUSSION - ISTEА TRAINING - HIGHWAY MODE

NOVEMBER 19, 1992
2:30 - 4:00 P.M.
LOS ANGELES ROOM

PANEL OF SPEAKERS:

David Yale *Program Manager, TIP Programming, LACTC* - Moderator

Jack Hallin *Deputy District Director, Caltrans District 7*

Dave Barnhart *Director, Southeast Area Team, LACTC*

AGENDA

- I. Introduction
- II. Review of ISTEА Highway Funding Flow Chart
- III. Caltrans Sample Request for Approval/To Proceed (FNM 76)
- IV. LACTC Memorandum of Understanding (MOU)
- V. Funding Timeline - TIP Process
- VI. Questions and Answers

**ISTEA HIGHWAY PROJECTS
FUNDS ADMINISTRATION**

LACTC

ISTEA FUNDS ADMINISTRATION - HIGHWAY PROJECTS

Local Agency	Project Submittal
LACTC	Project Review, Selection, and Inclusion in TIP; Execute MOU
Local Agency	Submit Field Review Form and Environmental Documentation to Caltrans District 7
Caltrans District 7	Conduct Field Review
Local Agency	Complete Environmental Documentation, PS&E, and Certify Right-of-Way
Caltrans District 7	Prepare Obligation Documents
FHWA	Obligate Funds for Project
Local Agency	Construct Project and Submit Invoices
Caltrans Headquarters	Reimburse Local Agency

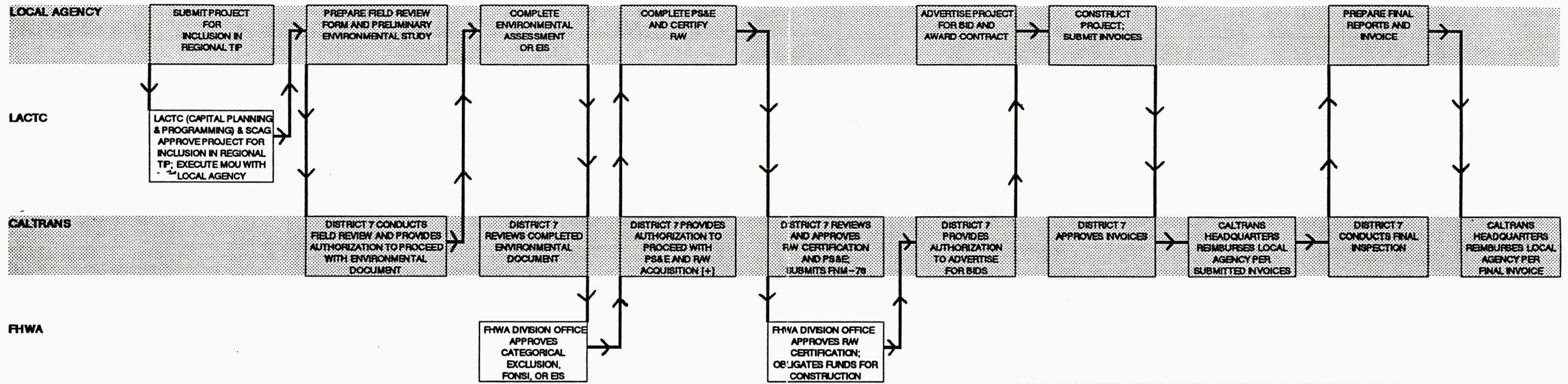
**LACTC
HIGHWAY PROJECTS
FUNDS ADMINISTRATION PROCESS
FOR ISTE A (STIP, CMAQ) FORMULA FUNDS**

ACTION	RESPONSIBLE AGENCY
1. Submit project for inclusion in Regional Transportation Improvement Program (RTIP)	Local Agency
2. Approve project for inclusion in Regional TIP; Execute MOU with Local Agency	LACTC-Capital Planning & Programming and SCAG
3. Prepare field review form and preliminary environmental study	Local Agency
4. Conduct field review and provide authorization to proceed with environmental document	Caltrans District 7
5. Complete Environmental Assessment or EIS	Local Agency
6. Review completed environmental document	Caltrans District 7
7. Approve categorical exclusion, FONSI, or EIS	FHWA Division Office
8. Provide authorization to proceed with PS&E and R/W acquisition ¹	Caltrans District 7
9. Complete PS&E and certify R/W	Local Agency
10. Review and approves R/W certification and PS&E; submit FNM-76	Caltrans District 7
11. Approve R/W certification; obligate funds for construction	FHWA Division Office
12. Provide authorization to advertise for bids	Caltrans District 7
13. Advertise project for bid and award contract	Local Agency
14. Construct project; submit invoices	Local Agency
15. Approve invoices	Caltrans District 7
16. Reimburse Local Agency per submitted invoices	Caltrans Headquarters
17. Conduct final inspection	Caltrans District 7
18. Prepare final reports and invoice	Local Agency
19. Reimburse Local Agency per final invoice	Caltrans Headquarters

[call b\flwhwy.lst]

¹FHWA must obligate funds at this point if Local Agency requests federal funds reimbursement for this phase before project construction.

**LACTC
HIGHWAY PROJECTS
FUNDS ADMINISTRATION PROCESS
FOR ISTEA (STP, CMAQ) FORMULA FUNDS**



[+] FHWA MUST OBLIGATE FUNDS AT THIS POINT IF LOCAL AGENCY REQUESTS FEDERAL FUND REIMBURSEMENT FOR THIS PHASE BEFORE PROJECT CONSTRUCTION

MVB 11-16-92 REV. 2
FILE: FLWHWY.WK1

**ISTEA HIGHWAY PROJECTS
SAMPLE APPROVAL/TO PROCEED (FNM76)**

FEDERAL-AID PROGRAM				REQUEST FOR APPROVAL/TO PROCEED				(STATE PROJECTS ONLY) S.A. NO. 9		CALIFORNIA DEPARTMENT OF TRANSPORTATION																																																		
Responsible Agency 1		Urbanized Area 4		<input type="checkbox"/> 50,000 to 200,000 <input type="checkbox"/> Over 200,000		T.I.P. Data: MPO 5		CONGRESSIONAL DIST. 10		PREPARED BY 11		DATE 11																																																
Certification Acceptance <input type="checkbox"/> Yes 2 <input type="checkbox"/> No		<input type="checkbox"/> Local Agency Adm. <input type="checkbox"/> State Admin. 3		<input type="checkbox"/> Rural Area <input type="checkbox"/> Urban Area 6		SECTION 105 Program Period 7/1/77 to 6/30/81 Sht. No. 8 Date 8		PRESENT ADT 12		PREFILED ITEMS 14		NUMBER AGR NO 15																																																
PROJECT LOCATION (Termini): Dist.: 18		TOTAL ROW COST 22		ROW Acq: (Pcls) _____		R.A.P.: Fmls _____		FUTURE ADT 13		POST MI 16		APPN COPI 17																																																
TYPE OF WORK: 19		INITIAL FEDERAL AUTHORIZATION FOR: 20		DATE _____		L.R.H.: _____		REMARKS (State): 29																																																				
TOTAL ESTIMATED PROJECT COSTS PE 21		ROW 21		CONST 21		UTILITIES _____								TOTAL _____																																														
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>PHASE 23</th> <th>LENGTH 24</th> <th>PROJECT COST 25</th> <th>FEDERAL FUNDS 26</th> </tr> </thead> <tbody> <tr> <td rowspan="3" style="writing-mode: vertical-rl; transform: rotate(180deg);">PE</td> <td>Prev. Obligation</td> <td></td> <td></td> <td></td> </tr> <tr> <td>This Request</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Subtotal</td> <td></td> <td></td> <td></td> </tr> <tr> <td rowspan="3" style="writing-mode: vertical-rl; transform: rotate(180deg);">ROW</td> <td>Prev. Obligation</td> <td></td> <td></td> <td></td> </tr> <tr> <td>This Request</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Subtotal</td> <td></td> <td></td> <td></td> </tr> <tr> <td rowspan="3" style="writing-mode: vertical-rl; transform: rotate(180deg);">CONST</td> <td>Prev. Obligation</td> <td></td> <td></td> <td></td> </tr> <tr> <td>This Request</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Subtotal</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2">TOTAL</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					PHASE 23	LENGTH 24	PROJECT COST 25	FEDERAL FUNDS 26	PE	Prev. Obligation				This Request				Subtotal				ROW	Prev. Obligation				This Request				Subtotal				CONST	Prev. Obligation				This Request				Subtotal				TOTAL					REQUEST AUTHORIZATION TO PROCEED WITH: 27 <input type="checkbox"/> Preliminary Engineering <input type="checkbox"/> Preliminary Engineering for: _____ Right of Way for: <input type="checkbox"/> Preliminary Work <input type="checkbox"/> Appraisal <input type="checkbox"/> Utility <input type="checkbox"/> _____ <input type="checkbox"/> Acquisition <input type="checkbox"/> R A P Construction by: <input type="checkbox"/> Contract <input type="checkbox"/> Force Account (<input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Rail <input type="checkbox"/> Utility) <input type="checkbox"/> Other (Specify): _____ <input type="checkbox"/> INFORMATION ONLY - Not an authorization document. 28				A-95 STATUS: 30 <input type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt Statewide (OPR) # _____ <input type="checkbox"/> T.I.P. <input type="checkbox"/> SF424 Areawide () # _____ <input type="checkbox"/> T.I.P. <input type="checkbox"/> SF424 Comments: <input type="checkbox"/> None <input type="checkbox"/> Areawide <input type="checkbox"/> O.P.R. <input type="checkbox"/> Attached			
	PHASE 23	LENGTH 24	PROJECT COST 25	FEDERAL FUNDS 26																																																								
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REMARKS (Federal): 33				ENVIRONMENTAL STATUS 31				RIGHT OF WAY STATUS: 32																																																				
				<input type="checkbox"/> Rec. of Decision <input type="checkbox"/> F.O.N.S.I. <input type="checkbox"/> Attached <input type="checkbox"/> Approved				<input type="checkbox"/> ROW acquired for a previous construction project. All new work will be within that existing R/W. Compliance with FHPM 7-5-1 not required (no utilities, easements, disposal sites, obstructions, railroads or material sites are involved). <input type="checkbox"/> Grade crossing safety project on existing railroad ROW. <input type="checkbox"/> ROW certification being transmitted separately. <input type="checkbox"/> ROW certification is attached.																																																				
				APPROVAL REQUESTED (CALTRANS)																																																								
				DATE _____				SIGNATURE AND TITLE 34																																																				
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INSTRUCTIONS FOR
REQUEST FOR APPROVAL/
TO PROCEED WITH PROJECT
(Form FNM-76 Rev 4/81)

- (1) "RESPONSIBLE AGENCY _____." Insert Name (i.e., CALTRANS, City of _____, County, etc.)
- (2) "CERTIFICATION ACCEPTANCE PROJECT." Indicate if project is being processed under Certification Acceptance or not.
- (3) "LOCAL AGENCY ADMIN. OR STATE ADMIN." - Check appropriate box. If any phase of project being handled by other than the "Administering Agency", list work and agency involved under "Remarks (State)", (i.e., R/W appraisal, acquisition, pay contractor, etc.)
- (4) "URBANIZED AREA _____." Fill in name of area, and check appropriate box or indicate N/A for TIP Data (4)(5).
- (5) "TIP DATA." - Insert name of MPO, Fiscal Year or Date Approved by FHWA, and Sheet No. or Section and page.
- (6) "SECTION 105" - Check Name if appropriate or indicate N/A for Section 105 data (6)(7)(8).
- (7) "PROGRAM PERIOD 7/1/___ to 6/30/___." Fill in appropriate Program Period (i.e., 1980-1981 for projects included in the 1980-1981 Section 105-Title 23 USC Program on Form FNM-75).
- (8) Sheet No. _____ Date _____ - Insert Federal-Aid 105 Program sheet numbers and dates.
- (9) "E.A. NO. _____" - Insert Expenditure Authorization number on State Project only.
- (10) "Congressional Dist." - Fill in District number(s).
- (11) "PREPARED BY." - Name of preparer and "Date" prepared.
- (12) "PRESENT ADT" - Current Average Daily Traffic.
- (13) "FUTURE ADT" - Estimate 20-year or 1995 Average Daily Volume and enter "year" used.
- (14) "PREFIX LETTERS(S)" - Refer to EXHIBIT 07-2d for proper designation.
- (15) "NUMBER-AGR. NO." - Federal Route No. and Project No. on route.
- (16) "POST MI." - Enter Interstate Post Mile to beginning of project. (For Interstate projects only).
- (17) "APPN. CODE" - Fill in Appropriation Code (Refer to EXHIBIT 07-4 for correct code).

- (18) "PROJECT LOCATION" - Complete Dist: _____-County-Route (State Route only)-Post Miles or Agency abbreviation. Enter a description of project termini including City and County. For initial programming of multi-location project a separate sheet listing all locations and Federal route numbers, if applicable, should be attached.
- (19) "TYPE OF WORK" - Fully describe the work proposed (i.e., "Median Widening and channelization for left-turn lane").
- (20) "INITIAL FEDERAL AUTHORIZATION FOR" - Fill in initial authorization (i.e., P.E. studies, ROW hardship acquisition, etc.) and "Date" authorized. If project was previously authorized under a different Class of Federal Funds or Project Number, indicate under "Remarks" (State).
- (21) "TOTAL ESTIMATED PROJECT COSTS" - Enter the total estimated project costs for those phases for which Federal Funds will be requested.
- (22) "TOTAL ROW COST" - Provide necessary Right-of-Way information if Federal Funds are requested for Right-of-Way. Include number and cost of parcels, families, businesses and Last Resort Housing (i.e. 17 pcls - \$70,000). Costs include prel. ROW work and support charges.
- (23) "PHASE" - The phase(s) of work that have been previously obligated and the phase(s) of work to be financed at this time. (i.e., PE for Preliminary Engineering, ROW for Right of Way, and Const. for Construction).
- (24) "LENGTH" - The length of the project in miles (nearest tenth). Use 0.1 for spot improvement projects.
- (25) "PROJECT COST" - The total project cost for the phase or task(s) within phase requested at this time. Also, indicate all previously obligated funds. When a construction phase is designated, the cost shown should include the sum of both the contract cost and construction engineering.
- (26) "FEDERAL FUNDS" - The federal funds share of the phase(s) of work that are requested.
- (27) "REQUEST AUTHORIZATION TO PROCEED WITH" - Check the appropriate boxes. Authorization will not be given unless the appropriate phase is in the approved Federal-Aid TIP or Section 105 Program, if appropriate. Request for authorization may be for an entire phase of a specific task(s) within a phase. Sample tasks are listed below:
- Preliminary Engineering for:
Location or corridor
study. Preparation of
environmental document.

Right-of-Way for:
Preliminary Right-of-Way
Work.
Advance Hardship
Acquisition.
Preparation of
environmental document.

Check the appropriate
box(es) for the method of
construction.

This section is to be
completed only when
specifically requesting
authorization to proceed
with a phase(s) or task of
work.

(28) "INFORMATION ONLY" - This box
is to be checked when the FHWA
is not being asked for an
authorization, (i.e., cancel
project, increase funds
previously authorized, minor
termini or work changes,
etc.)

(29) "REMARKS" (State) - For State
or Local Agency use. In this
column add justification or
clarification information and
a description of any reports
submitted with request. On
multi-funded projects, show a
distribution of total cost and
Federal funds for each fund or
appropriation code.

(30) "A-95 STATUS"- Initial
programming must satisfy A-95
requirements prior to an FHWA
approval.

If exempt as per appropriate
state and areawide MOUs,
check "EXEMPT" box.

If nonexempt, check
"NONEXEMPT" box, include
clearinghouse number's _____
and indicate if covered by TIP

or separate SF-424. Projects
on TIP or TIP Amendments will
be identified with blanket
SF-424 relating to TIP or
Amendment A-95 approval.

If there are any clearinghouse
comments, check appropriate
boxes.

(31) "ENVIRONMENTAL STATUS" - Check
appropriate box. Enter date
of Federal approval, if
applicable.

(32) "RIGHT-OF-WAY STATUS" - Check
appropriate box. A
Right-of-Way Certification
will be required for any
project, except railroad grade
crossing safety projects,
which requires construction
easements or utility
adjustments even though no new
right-of-way is being
acquired.

(33) "REMARKS" (Federal) - This
area reserved for comments by
Federal Agency.

(34) "APPROVAL REQUESTED" - The
Headquarters Federal-Aid
Branch Chief signs for
CALTRANS projects or the
Division of Local Assistance
Branch Chief signs for local
projects.

(35) "APPROVAL RECOMMENDED" and
"APPROVED" - Reserved for FHWA
signatures.

(36) "DATE AUTHORIZATION EFFEC-
TIVE" - Date of Federal
eligibility for phase of work
requested.

If request is for Approval -
"Information Only", the word
"Authorization" should be
crossed out.

LACTC

MEMORANDUM OF UNDERSTANDING (MOU)

- ✓ Grant Amount and Payment Schedule
- ✓ Term of MOU
- ✓ Invoice Requirements
- ✓ Scope of Work and Use of Funds
- ✓ Reporting and Audit Requirements
- ✓ Sources and Disposition of Funds
- ✓ Project Termination
- ✓ Other Terms and Conditions
- ✓ Project Budget and Cash Flow Plan

HIGHWAYS AND FREEWAYS RELATED PROJECTS SCOPE OF WORK

Concise description of the project stating what will be done for the funds granted including when and any special conditions.

Project Description

Statement of what will be done. For example:

- Realign highway, add two lanes by widening roadway xx feet, replace/relocate traffic signals and equipment.
- Conduct traffic study to determine feasibility of one-way couplets.
- Construct and install twenty five (type) bicycle lockers.
- Construct six lane bridge over Santa Fe railroad tracks.

Location

Statement of specific location and limits of where the project will be implemented or constructed:

- Name city(ies) in which project is sited.
- Name of facility such as freeway, highway or bikeway to be constructed, studied or served and limits of project (i.e., cross streets).

Milestones

State, as appropriate, by dates for construction or implementation:

- Project Study Report/Project Report completion date.
- EIR/EIS adoption date.
- Right-of-Way acquisition (if required).
- Plans, Specifications and Estimates on completion date.
- Start date of construction, study or service.
- Completion date of construction, study or service.

Standards and Practices

Statement that normal public works Engineering Standards and Practices will be met.

Special Conditions

Itemize where appropriate special agreements or understandings unique to specific project that are necessary for a successful project or needed to comply with understandings/conditions for award of grant by the Commission.

**SCOPE OF WORK
COMMUTER RAIL - TRANSIT CENTER - PARK AND RIDE
CATEGORY**

PROJECT DESCRIPTION

This section incorporates commuter rail, transit centers and park and ride lots. Information is needed on the following:

- o Project location i.e. city and street or highway boundaries. State current ownership of property and if any right-of-way involves Caltrans.
- o Project acreage (if applicable).
- o Description of construction, and/or services to be paid for by the grant.
- o Itemized project budget include Preliminary Engineering, Right of Way, and Construction/Construction Engineering categories.
- o Scope of work should include maps or drawings that further define the project.
- o Transit service plan for park and ride lot, transit center and commuter rail station must be included.

SPECIAL CONDITIONS

- o Other conditions of the grant that have been negotiated between the LACTC and the applicant during and after the competition period.

ITEMS NEEDING REVIEW BY LACTC:

- o Safety and security of the facility.
- o ADA requirements
- o Designated parking for carpools and disabled

MILESTONE DATES

- o Date of environmental clearance
- o Date of right of way acquisition
- o Date of Plans, Specifications and Estimate Completion
- o Date of start of construction
- o Estimated date completion



PANEL DISCUSSION
ISTEA TRAINING - TRANSPORTATION DEMAND MANAGEMENT MODE

NOVEMBER 19, 1992
2:30 - 4:00 P.M.
LONG BEACH ROOM

PANEL OF SPEAKERS:

Mark Bozigian *Program Manager, Funds Administration, LACTC -
Moderator*

Sarah Siwek *Director of Transportation Demand Management,
LACTC*

John Wolf *Chief, Office of Traffic Improvement, Caltrans,
Sacramento*

AGENDA

- I. Introduction
- II. Caltrans Role in TDM Program
- III. Review of ISTEA TDM Funding Flow Chart
- IV. LACTC Memorandum of Understanding (MOU)
- V. Project Implementation Funding Timeline
- VI. Questions and Answers

**ISTEA TDM PROJECTS
FUNDS ADMINISTRATION**

LACTC

ISTEA FUNDS ADMINISTRATION - TDM PROJECTS

Project Sponsor

LACTC

Project Sponsor

LACTC

Caltrans District 7

FHWA

Project Sponsor

LACTC or Caltrans Headquarters

Project Submittal

Project Review, Selection, and
Inclusion in TIP

Submit Scope of Work and
Budget Documentation to LACTC

Approve Scope of Work and
Budget; Execute MOU with
Project Sponsor

Certify Project Eligibility;
Prepare Obligation Documents

Obligate Funds for Project

Execute Project; Submit
Invoices to LACTC or Caltrans
Headquarters

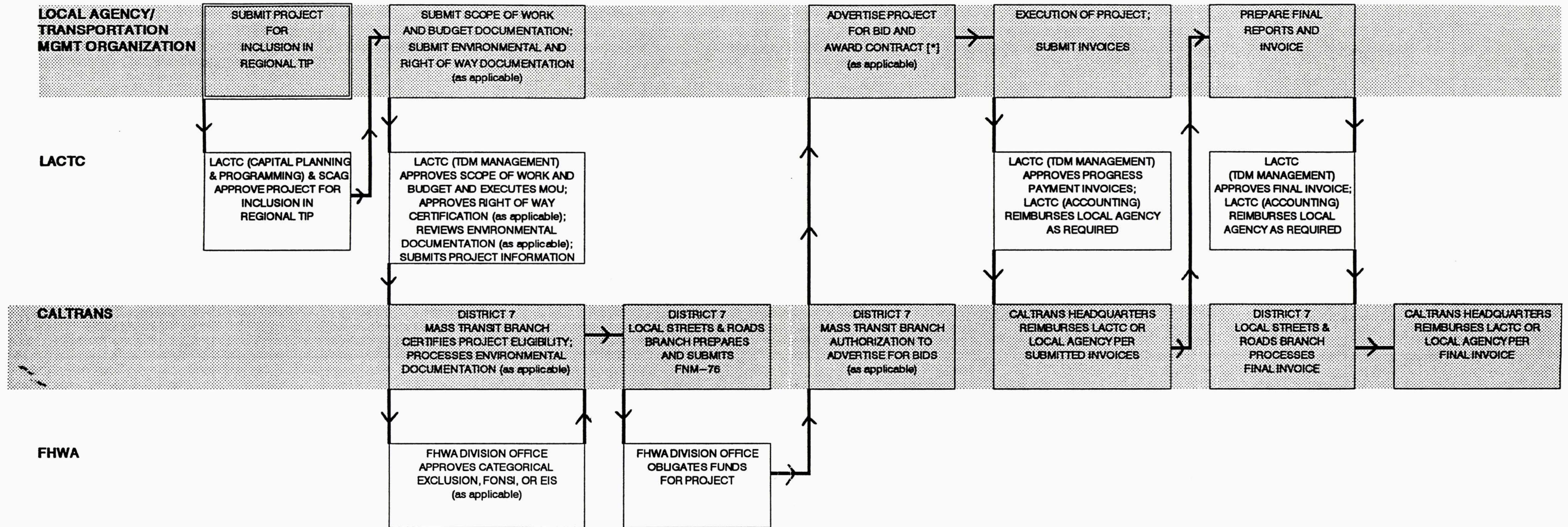
Reimburse Project Sponsor per
Submitted Invoices

**LACTC
TRANSPORTATION DEMAND MANAGEMENT (TDM) PROJECTS
FUNDS ADMINISTRATION PROCESS
FOR ISTE A (STP, CMAQ) FORMULA FUNDS**

ACTION	RESPONSIBLE ORGANIZATION
1. Submit project for inclusion in Regional Transportation Improvement Program (RTIP)	Local Agency/ Transportation Mgmt Organization (TMA)
2. Approve project for inclusion in Regional TIP	LACTC-Capital Planning & Programming and SCAG
3. Submit Scope of Work and Budget documentation; submit environmental and Right of Way documentation (as applicable)	Local Agency/TMA
4. Approve Scope of Work and Budget and Execute MOU with Project Sponsor; approve Right of Way certification (as applicable); review environmental documentation (as applicable); submit project information	LACTC-TDM Management
5. Certify project eligibility; process environmental documentation (as applicable)	Caltrans District 7 Mass Transit Branch
6. Approve categorical exclusion, FONSI or EIS (as applicable)	FHWA Division Office
7. Prepare and submit FNM-76	Caltrans District 7 Local Streets & Roads Branch
8. Obligate funds for project	FHWA Division Office
9. Grant authorization to advertise for bids (as applicable)	Caltrans District 7 Mass Transit Branch
10. Advertise project for bid and award contract (as applicable) ¹	Local Agency/TMA
11. Execute project; submit invoices	Local Agency/TMA
12. Approve progress payment invoices	LACTC-TDM Management
13. Reimburse Local Agency as required	LACTC-Accounting
14. Reimburse LACTC or Local Agency per submitted invoices	Caltrans Headquarters
15. Prepare final reports and invoice	Local Agency/TMA
16. Approve final invoice	LACTC-TDM Management
17. Reimburse Local Agency as required	LACTC-Accounting
18. Process final invoice	Caltrans District 7 Local Streets & Roads Branch
19. Reimburse LACTC or Local Agency per final invoice	Caltrans Headquarters

¹Local Agency to certify compliance with federal bidding procedures and contracting regulations.

**LACTC
TRANSPORTATION DEMAND MANAGEMENT (TDM) PROJECTS
FUNDS ADMINISTRATION PROCESS
FOR ISTE A (STP, CMAQ) FORMULA FUNDS**



[*] LOCAL AGENCY TO CERTIFY COMPLIANCE WITH FEDERAL BIDDING PROCEDURES AND CONTRACTING REGULATIONS

**ISTEA TDM PROJECTS
MEMORANDUM OF UNDERSTANDING**

LACTC

MEMORANDUM OF UNDERSTANDING (MOU)

- ✓ Grant Amount and Payment Schedule
- ✓ Term of MOU
- ✓ Invoice Requirements
- ✓ Scope of Work and Use of Funds
- ✓ Reporting and Audit Requirements
- ✓ Sources and Disposition of Funds
- ✓ Project Termination
- ✓ Other Terms and Conditions
- ✓ Project Budget and Cash Flow Plan



November 19, 1992

MEMO TO: Proposition C/ISTEA TDM Funding Recipients
FROM: Sarah Siwek
SUBJECT: **SAMPLE OF MOA/CONTRACT ATTACHMENTS FOR EACH SPECIFIC PROJECT**

Attached to this memo is a sample of project specific information required from each recipient of TDM funding under the Prop C/ISTEA Commission adopted program. This information will be included as an attachment to the MOA or contract between the recipient and the LACTC.

The project specific information includes four basic components:

1. Scope of Services/Project Narrative
2. Detailed Line Item Budget - broken down by key categories of expenditures (i.e. equipment, administrative costs, facility costs), all sources of funding including match and source of match (i.e. in-kind, cash, private sector contributions), and a quarterly cash flow.
3. Workplan
4. Deliverables & Schedule for Deliverables

This sample is intended to provide you with an example of the level of detail and types of information we require in order to finalize our MOA or contract with you. All projects vary and we recognize that additional or different information may be required in some instances. We will work with you to negotiate either a MOA or contract that will work best for both the LACTC and the recipient of funding.

Copies to: Area Team Directors
TDM Working Group Members
Judy Wilson

C:\MOACONTR



Project Description Narrative (Criteria A-L)

This public/private entrepreneurial partnership project will equip and operate a 2500 sq ft state-of-the-art computer supported telework center in the Antelope Valley, with 20 work stations and a conference room. Users of the center will be drawn from private and public sector companies who have employees living or doing business in the Antelope Valley making a morning commute between 6 a.m. and 10 a.m. and travelling an estimated 140 miles daily. The Center will provide a full range of electronic resources, including interactive video, voice, data, and imaging systems linking the Center with headquarter offices. Training will be provided to personnel at all sites. We expect participating employers will rotate 1-5 employees in a work station, each employee using the Center 2-5 days per week.

The County is a leader in telecommuting, with 2,400 telecommuters (the largest in the nation), and aggressively supports trip reduction programs. Our commitment to the Center is equally resolute. First year projected occupancy of the Center is 75%, with 35-40 County employees using 8 workstations and private industry using 7 workstations. However, should private usage not meet this projection, the County commits itself to meeting the 75% occupancy level, drawing upon its more than 4,000 employees currently living in the Antelope Valley area, many of whom commute to County work locations outside the Valley area. We do not expect this to be necessary because of the extensive interest demonstrated by the private sector in contributing to and using the Center and because of the appeal of a state-of-the-art equipped operation which will be secured by the presence of an on-site manager and physical security measures.

Use of the Center will eliminate 873,600 miles of commuting each year of the five year pilot project through Route 14, Highway 138, and Interstate 5 (which are identified as high congestion corridors in the air quality management plan); 25,000 hours of commuting time; and 393,120 pounds of pollutants from entering the atmosphere each year. It is of regional significance in supporting Regulation XV AQMD goals promoting use of telecommuting centers. This is an acknowledged transportation control measure. We will additionally coordinate bus, park and ride, and ridesharing programs from the Center. The Center is an integral component of the County's traffic reduction plan; it offers an opportunity to explore worksite options for its more than 85,000 workers. It will encourage economic development by enabling corporate entities the opportunity to test the viability of establishing branch or telework centers in this rapidly growing area, either alone or in partnership with other companies. The Center will serve as an incubator for the development of a new industry. Space permitting, all workers will be accommodated. It is cost effective in that every LACTC dollar will eliminate 6 miles of vehicle travel and 2.6 pounds of pollutants from the atmosphere a year and, as the concept spreads, eliminate significant expenditures that would otherwise be required for additional freeway lanes.

The Antelope Valley area is ideally suited for, and in need of, this pilot project; over 38,000 workers (34% of the workforce) commute outside of the area to job locations in the East San Fernando Valley, Central Los Angeles County, the Santa Clarita Valley and as far away as South Bay and the San Gabriel Valley. This dispersion of the work force results in a large proportion of workers (83%), driving alone to their jobs. Those working at the center would have several alternatives to single ridership, i.e. RTD bus lines, bicycling, walking, and carpooling.

This pilot project is supported by LACTC and is the type of project endorsed by LACTC in its 30 year plan. The project enjoys widespread private sector support (see attached letters) in the planning and implementation of the Center with initial estimated contributions representing 18% of first year costs in equipment, furnishings, marketing, office space, and tenant improvements. The County's commitment is evidenced by its 20% match during project implementation and its assurances of ongoing usage and support services. The Center is capable of immediate implementation. Once established, the Center will be financed through modest workstation fees. If successful, it is the County's intent to expand the pilot to other areas of the County.

TRANSPORTATION DEMAND MANAGEMENT

Project Proposed: Los Angeles County/Antelope Valley Telebusiness Center

Project Location: Cities of Lancaster and Palmdale
Communities of Boron, Edwards, Majave, North Edwards,
Rosamond, Edwards Air Force Base, Quartz Hill, Pearblossom,
Llano, Littlerock, Leona Valley, and Acton

Targeted Market: Employees 113,187
Commuters 38,500

<u>Estimated Trip Reductions</u>	<u>Existing Conditions</u>	<u>Projected Conditions</u>
Daily Trips (vehicle numbers)	38,500	38,400
Vehicle miles of travel (miles)	2,695,000	2,681,000
Average Vehicle Occupancy Rate	1.204	1.208

Impact of the LACTC grant after completion of the five year pilot project:

- 4,368,000 miles will have not have been driven
- Each user will have the equivalent of 78 days each year that were generated as a result of not having to spend 24,960 hours yearly driving.
- 1,965,600 lbs of pollutants will have been eliminated from our air.

BUDGET SAMPLE

CAPITAL COSTS	COUNTY	PRIVATE	LACTC	AB 2766	TOTAL
1. Equipment		82,153			82,153
-Computers, printers, software, etc					
-Computer modems				8,400	8,400
-Fax				1,600	1,600
-Copier				5,136	5,136
-Multimedia Components (6 @ \$6,000 ea)				36,000	36,000
-LAN Server			49,815		49,815
-Public Access				1,600	1,600
-Teleconference Equip	70,000			4,875	74,875
-Installation & misc Hardware				17,000	17,000
-Furniture	25,000	13,629	20,000		58,629
3. Building Lease					
-Build out		15,000			15,000
-Rent		15,000	7,500	7,500	30,000
4. Facility Construction					
-Cables, wiring			12,000		12,000
-Security Intrusion Alarm			6,600		6,600
Card Access			8,700		8,700
SUBTOTAL	95,000	125,782	104,615	82,111	407,508
TOTAL FIRST YEAR COSTS	180,760 (28%)	150,282 (24%)	153,550 (24%)	153,550 (24%)	638,142 (100%)

tcmoney.ch (10/30/92)

DONATIONS TO THE ANTELOPE VALLEY TELEBUSINESS CENTER

DONOR	DONATION	VALUE
Antelope Valley Local Development Corp	Marketing Efforts - Brochure - User solicitations	\$ 13,000
Apple Computer	Computers/Printer	\$ 33,488
Compaq Computer	Computer Systems	\$ 24,800
Eastman	Office Furniture	\$ 13,629
GTE	Cash Donation	\$ 10,000
Hewlett-Packard	Loaned Printers	\$ 13,470
Lotus Development	Software	\$ 10,395
Pacific Bell	Cash Donation	\$ 1,500
Frank Visco	6 months free rent @ \$2500/mo., alterations	\$ 30,000
TOTAL CONTRIBUTIONS		\$ 150,282

tcchrt.gft

DETAIL OF COUNTY OF LOS ANGELES CONTRIBUTION

UNIT	PERCENTAGE OF TIME	COST	NATURE OF CONTRIBUTION
Project Implementation Team (CAO) Jeff Sampson Nancy Apeles Karen Horacek Employee Benefits (@30%) Total Salary & EB's	 20% 50% 40%	 \$60,200 18,060 <hr/> \$78,260	Oversight of all tasks to ensure opening of the Center within 3 months of grant award and 75% occupancy during 1st yr of operation.
ISD Data Processing		7,500	Assist in design of training programs
Regional Planning Teleconferencing System		70,000	Value of equipment which will be housed in the telebusiness center.
CAO Information Resources		25,000	Value of furniture provided to the telebusiness center
TOTAL COUNTY		\$180,760	

Not included in the County's match are extensive developmental funds expended since March 1992 when, upon motion of Supervisor Antonovich, the Board of Supervisors instructed the Chief Administrative Office to pursue implementation of a telebusiness center in the Antelope Valley. Also not included are the anticipated, but as yet undetermined costs associated with the participation of a number of County departments in the planning and execution of this project.

WORKPLAN

	TASK DESCRIPTION	START DATE	COMPLETION DATE
1.	BUILDING SPACE		
A.	Identify site	8/1/92	10/1/92
B.	Prepare floor plan	10/1/92	10/30/92
C.	Oversee construction	11/17/92	1/15/93
2.	TELEPHONES		
A.	Identify requirements	8/1/92	10/1/92
B.	Prepare layout	11/6/92	11/30/92
C.	Installation	11/15/92	12/28/92
3.	CABLING AND WIRING		
A.	Identify requirements	8/1/92	10/1/92
B.	Installation	11/15/92	12/28/92
C.	Verification	1/4/93	1/15/93
D.	PC/LAN installation	12/15/92	1/15/92
4.	COMMUNICATIONS		
A.	Identify requirements	8/1/92	Ongoing
B.	Prepare equipment list	10/1/92	Ongoing
C.	Solicit vendors	8/1/92	Ongoing
D.	Coordinate/Install	12/20/92	1/15/92
5.	SECURITY		
A.	Identify requirements	10/1/92	11/15/92
B.	Install security	11/15/92	12/28/92
C.	Identify software security	10/1/92	11/15/92
D.	Implement software security	12/21/92	1/15/93

	TASK DESCRIPTION	START DATE	COMPLETION DATE
6.	FURNITURE		
A.	Identify requirements	10/30/92	11/30/92
B.	Solicit vendors	9/14/92	Ongoing
C.	Obtain bids	11/6/92	11/15/92
D.	Install furniture	12/30/92	1/15/93
7.	HARDWARE		
A.	Prepare equipment list	8/1/92	Ongoing
B.	Identify vendor source	8/1/92	Ongoing
C.	Coordinate/Install hardware	12/30/92	1/15/93
D.	Arrange training/support	1/27/93	2/15/93
8.	SOFTWARE		
A.	Prepare software list	8/1/92	Ongoing
B.	Solicit vendors	8/1/92	Ongoing
C.	Coordinate/Install software	12/30/92	1/15/93
D.	Arrange training	1/27/92	2/15/92
9.	TELECONFERENCING		
A.	Install system	2/1/93	2/5/93
10.	MARKETING		
A.	Prepare marketing brochure	9/1/92	11/15/92
B.	Prepare marketing folders	10/9/92	11/15/92
C.	Letters to Trans. Coord.	9/11/92	Ongoing
D.	Letters to local Govt	10/14/92	Ongoing
E.	Letters to CEO	10/23/92	Ongoing
F.	Follow up phone calls	11/2/92	11/30/92
G.	Appointments	11/9/92	12/31/92

	TASK DESCRIPTION	START DATE	COMPLETION DATE
11.	ADMINISTRATION		
A.	Develop orientation book	11/15/92	1/27/93
B.	Develop job description	11/15/92	12/15/92
C.	Hire on site admin	12/15/92	1/15/93
12.	PROJECT OPERATIONS		
A.	Opening ceremonies		1/27/93
13.	EVALUATION		
A.	Develop survey forms	11/15/92	1/10/93
B.	Submit 1st quarterly report		2/28/93
C.	Conduct user surveys	3/1/93	4/1/93
D.	Submit 2nd quarterly report		5/31/93
E.	Conduct second surveys	6/1/93	7/1/93
F.	Submit 3rd quarterly report		8/31/93
G.	Submit final evaluation & financial review		11/15/93
H.	Assist other Co in replicating	6/1/93	Ongoing

tsch.cht (10/30/92)

SCHEDULE OF DELIVERABLES

- | | | |
|----|--|----------|
| 1. | Open Center | 1/27/93 |
| 2. | First Quarterly Report | 1/31/93 |
| 3. | Second Quarterly Report | 4/30/93 |
| 4. | Obtain 50% Occupancy of Center | 7/31/93 |
| 5. | Third Quarterly Report | 7/31/93 |
| 6. | Obtain 75% Occupancy of Center | 10/31/93 |
| 7. | Fourth Quarterly Report | 10/31/93 |
| 8. | Annual Evaluation and Financial Review | 11/30/93 |

tsch.cht (11/2/92)

APPENDIX A
PROPOSITION C STANDARD MOU

PROPOSITION C
RAIL AND BUS SECURITY (PROP. C 5%)
COMMUTER RAIL/TRANSIT CENTERS (PROP. C 10%)
TRANSIT RELATED STREET/STATE HIGHWAY IMPROVEMENTS (PROP. C 25%)
DISCRETIONARY GRANT PROGRAM (PROP. C 40%)

STANDARD MEMORANDUM OF UNDERSTANDING

WHEREAS, on November 6, 1990, the voters of the County of Los Angeles approved by majority vote Proposition C, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, the Los Angeles County Transportation Commission ("LACTC"), is responsible for the administration of the tax; and

WHEREAS, at its meeting of the governing board on September 23, 1992, LACTC approved a one time appropriation of Proposition C funds (the "Funds") for Fiscal Year 1993 for _____ (the "Project"); and

WHEREAS, the _____ ("Grantee") is an eligible funds recipient and desires to receive the Funds from LACTC; and

WHEREAS, LACTC and Grantee desire to agree to the terms and conditions of the grant of Funds.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, LACTC and Grantee hereby agree as follows:

1. PAYMENT OF FUNDS.

A. To the extent the Funds are available, LACTC shall make to Grantee a one time grant of the Funds in the amount of _____ Dollars (\$_____).

B. Grantee shall submit, within thirty (30) days of execution of this Memorandum of Understanding ("MOU"), a final approved financial/cash flow plan (the "Plan") for the Project. Upon approval by the LACTC Executive Director or his designee, the Plan shall be attached to this MOU as Attachment A and serve as an amendment to this MOU. Funds shall not be disbursed to Grantee until such time as the Plan is approved and attached to this MOU.

PROP. C MOU

C. This one time grant shall be prorated over a twelve (12) month period beginning in the month that costs are incurred as specified in the Plan. LACTC shall withhold, as retainage, ten percent (10%) of the total grant amount until LACTC review and approval of annual audit results. All disbursements shall be considered an estimate subject to adjustment based on the quarterly Project status reports and LACTC audit results. LACTC shall reconcile disbursements of the Funds against actual expenditures quarterly in November, February, May, and August of each year based upon the quarterly Project status reports specified in Section 5 of this MOU.

2. **TERM.** The term of this MOU shall commence on September 23, 1992 and shall terminate upon Project Completion. For purposes of this MOU, Project Completion is defined as the time at which the agreed upon scope of work, as more particularly described in Attachment B attached hereto (the "Scope of Work"), has been completed, all LACTC audit and reporting requirements have been satisfied, and the final disbursement of the Funds has been made to the Grantee.

3. **INVOICE BY GRANTEE.** Unless otherwise stated in this MOU, the annual and quarterly reports, described in Section 5 below, shall satisfy all LACTC invoicing requirements.

4. **USE OF FUNDS.**

A. The Grantee shall utilize the Funds in accordance with the LACTC Proposition C Guidelines (as adopted by LACTC in April/May 1992) (the "Guidelines") and as specified in the Scope of Work.

B. Attachment B shall constitute the agreed upon Scope of Work between LACTC and the Grantee, including scheduled beginning and ending/completion dates for the Project. The Funds, as granted under this MOU, can only be used towards the completion of this Scope of Work.

C. Grantee shall not use the Funds to substitute for any other funds or projects not specified in this MOU.

5. **REPORTING AND AUDIT REQUIREMENTS.**

A. Grantee shall submit quarterly project status reports, including, without limitation, quarterly and inception-to-date budgeted and actual expenditures, on the last day of the months of October, January, April, and July. Should Grantee fail to submit such reports within 10 days of the due date, LACTC may withhold, at its sole discretion, the Funds from Grantee.

PROP. C MOU

B. Grantee shall submit an annual project evaluation and financial review four (4) months prior to the end of each funded Fiscal Year. Grantee shall include, in this evaluation, any proposed or unforeseen changes to the Scope of Work, the Plan, the Project Budget, and the cost and/or schedule.

C. Grantee shall submit the reports and certifications indicated below:

- ___ Transit Performance Measurement Report
- ___ Financial Capacity Certification demonstrating current and future financial capacity to sustain all new operating costs
- ___ Maintenance of Effort Certification
- ___ Certification that all other available funding sources have been committed for the Project
- ___ Certification of Coordination with other affected Transit operators to avoid potential service duplication
- ___ Revised project application to be submitted annually on
- ___ Comply with federal FTA Section 15 reporting requirements
- ___ Other: _____

D. Grantee shall send all reports and certifications to LACTC at 818 W. Seventh Street, Suite 1100, Los Angeles, California 90017, Attn: Area Team Directors.

E. LACTC, and/or its designee, shall have the right to conduct a financial and compliance audit(s) of the Project. Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with generally accepted accounting principles. The Grantee shall reimburse LACTC for any expenditures not in compliance with the Scope of Work and/or not in compliance with other terms and conditions as defined by this MOU and the Guidelines.

6. **ONE TIME GRANT.** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACTC.

7. **SOURCES AND DISPOSITION OF FUNDS.**

A. Grantee and LACTC agree that the Project agreed to herein shall be funded from the following sources and in the amounts budgeted below (the "Project Budget").

<u>SOURCE OF FUNDS</u>	<u>TOTAL DOLLARS</u>	<u>%</u>
Proposition C _____	\$ _____	_____
Local Funding Commitment	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
TOTAL PROJECT BUDGET	\$ _____	_____

B. Grantee shall not utilize the Funds in any other way or on any other project than that specified in this MOU and the Guidelines.

C. Grantee shall be responsible for any and all cost overruns for the Project.

D. Grantee shall be eligible for the Funds up to the grant amount specified in Section 1 of this MOU subject to the terms and conditions contained herein and in the Guidelines. Any underruns to the Project Budget shall be apportioned between LACTC and the Grantee in the same proportion as the Sources of Funds from each party to this MOU as specified in Section 7.A. above.

E. Grantee, within 60 days of completion of the Project described in the Scope of Work, shall return to LACTC any unused disbursements of the Funds previously transferred to the Grantee from the grant amount specified in Section 1 of this MOU.

F. Grantee shall expend the Funds granted under this MOU by September 23, 1995, three (3) years from the date of allocation, unless otherwise stated in this MOU. At the end of the three (3) year period, Grantee shall return any funds not expended to LACTC by October 22, 1995.

8. **DEFAULT.** The occurrence of any one or more of the following shall constitute a Default by Grantee under this MOU: (i) LACTC determines that Grantee has not made every effort to adhere to all warranties and conditions identified herein or in the Guidelines; (ii) Grantee fails to comply with the terms and conditions contained herein or in the Guidelines; or (iii) Grantee makes a change to the Plan, the Scope of Work, or the Project Budget without LACTC's prior written consent or approval as provided herein.

PROP. C MOU

9. **REMEDIES.**

A. In the event of a Default by Grantee, LACTC shall have the following remedies: (i) LACTC may terminate this MOU; (ii) LACTC may make no further disbursements of Funds to the Grantee; and/or (iii) LACTC may recover from Grantee any Funds disbursed to Grantee prior to and after the Default.

B. Effective upon receipt of written notice of termination from LACTC, Grantee shall not undertake any new work or obligation with respect to this MOU unless so directed by LACTC in writing.

C. The remedies described herein are non-exclusive. LACTC shall have the right to enforce any and all of LACTC's rights and remedies herein or which may be now or hereafter available at law or in equity.

10. **OTHER TERMS AND CONDITIONS.**

A. Notice under this MOU shall be in writing and personally served or deposited in the U.S. Postal Service, first class, postage prepaid to Grantee at _____

_____ and to LACTC at 818 West Seventh Street, Los Angeles, California 90017, Attention: Area Team Directors. Notice shall be deemed given on the date personal service is obtained or on the date of deposit in the mail, whichever applies.

B. This MOU shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this MOU. No changes, in aggregate, to the Plan, the Scope of Work, or the Project Budget in excess of 10% or \$_____, whichever is less, shall be funded or allowed without the written consent and prior approval of the LACTC Executive Director or his designee.

C. This MOU, along with the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. Adoption of revisions or supplements to the Guidelines by LACTC shall cause such revisions or supplements to be a part of this MOU as though fully set forth herein.

D. In the event that there is any legal proceeding between the parties to enforce or interpret this MOU, or the Guidelines, 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.

PROP. C MOU

E. Grantee shall retain all original records and documents related to the work herein for a period of three (3) years after Project Completion.

F. Neither LACTC nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Grantee under or in connection with any work, authority, or jurisdiction delegated to Grantee under this MOU or the Guidelines. It is also understood and agreed that Grantee shall fully indemnify and hold LACTC harmless from any liability imposed for injury occurring by reason of anything done or omitted to be done by Grantee under or in connection with any work, authority, or jurisdiction delegated to Grantee under this MOU or the Guidelines.

G. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU or the Guidelines.

H. Grantee shall comply with all applicable provisions of Federal, State, and Local laws, statutes, ordinances, rules, regulations, and procedural requirements and the applicable requirements and regulations of the LACTC. The terms of the most recent amendment to any Federal, State, or Local laws and regulations and LACTC requirements are applicable to this MOU to the maximum extent feasible, unless otherwise provided for in writing by the LACTC. Grantee shall insure that work performed under this MOU is done in conformance with all applicable rules and regulations including, but not limited to, Fair Employment Practices, the Civil Rights Act of 1964, Nondiscrimination Assurances, Minority and Disadvantaged Business Enterprise Participation, Public Health and Safety requirements, the Americans with Disabilities Act (ADA), Interest of Member of or Delegates to Congress, Audit and Inspection of Records, Access to and Retention of Records, Patent Rights, Covenant Against Gratuities, Clean Air and Water Acts, CEQA and NEPA requirements, Energy Conservation, Suspension and Debarment, Certification Regarding Lobbying, and Subcontracts. This includes, but is not limited to, the holding of public hearings when required, publishing of press notices, preparation of plans, specifications, estimates, and required environmental reports/documentation.

I. Grantee agrees that the requirements of this MOU and the Guidelines shall be included, as applicable, in every subcontract entered into relating to work performed under this MOU.

PROP. C MOU

J. Grantee shall not assign this MOU, or any part thereof, without written consent and prior approval of the LACTC Executive Director or his designee, and any attempt to do so shall be void and unenforceable.

K. 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.

L. All Attachments to this Memorandum of Understanding are incorporated herein and by this reference made a part thereof.

M. 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.

BELOW ARE OPTIONAL CLAUSES (DELETE ALL OR PORTION OF CLAUSE IF NOT REQUIRED):

N. Grantee agrees that all literature, advertisements, brochures, video, radio, and public service announcements, and all other materials relating to the Project and distributed to the public will contain recognition of the LACTC's contribution as well as the approved METRO logo, a form which is attached as Attachment C. Grantee agrees to display the METRO logo on its buses, shuttle buses, vans, and taxis utilized for services provided under the Project. The METRO logo is a copyrighted symbol which shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACTC Graphics Department at the address in Section 9.A. above.

O. If Grantee seeks State / Local Transportation Partnership Program funds (SLTPP) from the State of California, Grantee agrees to remit such funds to LACTC. SLTPP funds received by the Grantee for the Project shall be apportioned between the Grantee and LACTC in an amount equal to the percentage of the Project Budget contributed by the Grantee and LACTC (Section 7.A. above).

PROP. C MOU

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the dates indicated below, with all the formalities required by the law.

[Grantee]

LOS ANGELES COUNTY
TRANSPORTATION COMMISSION

Name Date
Title

NEIL PETERSON Date
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name Date
Title

DeWitt W. Clinton
County Counsel

By: _____
Deputy Date

PROP. C MOU

**ATTACHMENT A
FINANCIAL / CASH FLOW PLAN**

PROP. C MOU

**ATTACHMENT B
SCOPE OF WORK**

ATTACHMENT C



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APPENDIX B
ISTEA STANDARD MOU

INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT (ISTEA)

STANDARD MEMORANDUM OF UNDERSTANDING

WHEREAS, the Los Angeles County Transportation Commission ("LACTC") has obtained funding under the 1991 Federal Intermodal Surface Transportation Efficiency Act (ISTEA) to assist in the financing of transportation projects; and

WHEREAS, at its meeting of the governing board on September 23, 1992, LACTC approved a one time appropriation of Intermodal Surface Transportation Efficiency Act (ISTEA) funds (the "Funds") for Fiscal Year 1993 for _____ (the "Project"); and

WHEREAS, the _____ ("Grantee") is an eligible funds recipient and desires to receive the Funds; and

WHEREAS, LACTC and Grantee desire to agree to the terms and conditions of the grant of Funds.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, LACTC and Grantee hereby agree as follows:

1. PAYMENT OF FUNDS.

A. To the extent the Funds are available, Grantee shall receive a one time grant of the Funds in the amount of _____ Dollars (\$_____).

B. _____ (the "Agency"), the Federal or State agency that is administering the Project, shall disburse the Funds to Grantee on an incurred cost reimbursement basis subject to the terms and conditions contained herein.

C. Grantee shall submit to LACTC, within thirty (30) days of execution of this Memorandum of Understanding ("MOU"), a final approved financial/cash flow plan (the "Plan") for the Project. Upon approval by the LACTC Executive Director or his designee, the Plan shall be attached to this MOU as Attachment A and serve as an amendment to this MOU. Funds shall not be disbursed to Grantee until such time as the Plan is approved and attached to this MOU.

ISTEA MOU

D. Grantee shall receive the Funds from, be subject to, and comply with all applicable requirements of the Agency. The Grantee shall be subject to, and comply with, all applicable requirements of LACTC. The allowability of expenditures, the cost reimbursement schedule, eligibility issues, resolution of disputes, and all other issues relating to this MOU shall be subject to the rules, regulations, and requirements of the Agency and LACTC.

2. **TERM.** The term of this MOU shall commence on September 23, 1992 and shall terminate upon Project Completion. For purposes of this MOU, Project Completion is defined as the time at which the agreed upon scope of work, as more particularly described in Attachment B attached hereto (the "Scope of Work"), has been completed, all LACTC, Federal, and/or State audit and reporting requirements have been satisfied, all applicable requirements of the Agency have been met, and the final disbursement of the Funds has been made to the Grantee.

3. **INVOICE BY GRANTEE.** Grantee shall submit invoices in the form, manner, and schedule specified by the applicable requirements of the Agency.

4. **USE OF FUNDS.**

A. The Grantee shall utilize the Funds in accordance with the applicable requirements of the Agency and as specified in the Scope of Work.

B. Attachment B shall constitute the agreed upon Scope of Work between LACTC and the Grantee, including scheduled beginning and ending/completion dates for the Project. The Funds, as granted under this MOU, can only be used towards the completion of this Scope of Work. The Grantee shall also be subject to and comply with all applicable requirements of the Agency administering this project in regards to changes in the Scope of Work and/or Project schedule.

C. Grantee shall not use the Funds to substitute for any other funds or projects not specified in this MOU.

5. **REPORTING AND AUDIT REQUIREMENTS.**

A. Grantee shall be subject to and comply with all applicable requirements of the Agency in regards to Project reporting and audit requirements.

ISTEA MOU

B. Grantee shall submit, to LACTC, an annual Project evaluation and financial review four (4) months prior to the end of each funded Fiscal Year. Grantee shall include, in this evaluation, any proposed or unforeseen changes to the Scope of Work, the Plan, the Project Budget, and the cost and/or schedule.

C. Grantee shall submit, to LACTC, reports and certifications indicated below:

- ___ Transit Performance Measurement Report
- ___ Financial Capacity Certification demonstrating current and future financial capacity to sustain all new operating costs
- ___ Certification that all other available funding sources have been committed for the Project
- ___ Certification of Coordination with other affected Transit operators to avoid potential service duplication
- ___ Revised project application to be submitted annually on
- ___ Comply with federal FTA Section 15 reporting requirements
- ___ Other: _____

D. Grantee shall send all LACTC required reports and certifications to LACTC at 818 W. Seventh Street, Suite 1100, Los Angeles, California 90017, Attn: Area Team Directors.

E. LACTC, and/or its designee, shall have the right to conduct a financial and compliance audit(s) of the Project. Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with generally accepted accounting principles. The Grantee shall reimburse LACTC and/or the Agency for any expenditures not in compliance with the Scope of Work and/or not in compliance with other terms and conditions as defined by this MOU or the applicable requirements of the Agency.

6. **ONE TIME GRANT.** This is a one time only grant subject to the terms and conditions agreed to herein and the applicable requirements of the Agency. This grant does not imply nor obligate any future funding commitment on the part of LACTC or the Agency.

7. SOURCES AND DISPOSITION OF FUNDS.

A. Grantee and LACTC agree that the Project agreed to herein shall be funded from the following sources and in the amounts budgeted below (the "Project Budget").

<u>SOURCE OF FUNDS</u>	<u>TOTAL DOLLARS</u>	<u>%</u>
STP	\$ _____	_____
CMAQ	\$ _____	_____
State TSM Matching Funds	\$ _____	_____
Local Funding Commitment	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
TOTAL PROJECT BUDGET	\$ _____	_____

B. The expenditure and disposition of the Funds by the Grantee shall be subject to and in accordance with the terms and conditions of this MOU and the applicable requirements of the Agency.

C. Grantee shall not utilize the Funds in any other way or on any other project than that specified in this MOU and the applicable requirements of the Agency.

D. Grantee shall be responsible for any and all cost overruns for the Project.

E. Grantee shall be eligible for the Funds up to the grant amount specified in Section 1 of this MOU subject to the terms and conditions contained herein and in all applicable requirements of the Agency. Any underruns to the Project Budget shall be apportioned between LACTC and the Grantee in the same proportion as the Sources of Funds from each party to this MOU as specified in Section 7.A. above.

F. Upon completion of the Project described in the Scope of Work, any unused allocation of the Funds shall revert back to LACTC for future programming at LACTC's discretion.

G. Grantee shall obligate the Funds granted under this MOU by September 23, 1995, three (3) years from the date of allocation, unless otherwise stated in this MOU. At the end of the three (3) year period, Grantee shall return any Funds not obligated to LACTC by October 22, 1995 for future programming at LACTC's discretion.

ISTEA MOU

8. **DEFAULT.** The occurrence of any one or more of the following shall constitute a Default by Grantee under this MOU: (i) LACTC determines that Grantee has not made every effort to adhere to all warranties and conditions identified herein or in the Guidelines; (ii) Grantee fails to comply with the terms and conditions contained herein or in the Guidelines; or (iii) Grantee makes a change to the Plan, the Scope of Work, or the Project Budget without LACTC's prior written consent or approval as provided herein.

9. **REMEDIES.**

A. In the event of a Default by Grantee, LACTC shall have the following remedies: (i) LACTC may terminate this MOU; (ii) LACTC may make no further disbursements of Funds to the Grantee; and/or (iii) LACTC may recover from Grantee any Funds disbursed to Grantee prior to and after the Default.

B. Effective upon receipt of written notice of termination from LACTC, Grantee shall not undertake any new work or obligation with respect to this MOU unless so directed by LACTC in writing.

C. The remedies described herein are non-exclusive. LACTC shall have the right to enforce any and all of LACTC's rights and remedies herein or which may be now or hereafter available at law or in equity.

10. **OTHER TERMS AND CONDITIONS.**

A. Notice under this MOU shall be in writing and personally served or deposited in the U.S. Postal Service, first class, postage prepaid to Grantee at _____

_____ and to LACTC at 818 West Seventh Street, Los Angeles, California 90017, Attention: Area Team Directors. Notice shall be deemed given on the date personal service is obtained or on the date of deposit in the mail, whichever applies.

B. This MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties which expressly refers to this MOU. No changes, in aggregate, to the Plan, the Scope of Work, or the Project Budget in excess of 10% or \$ _____, whichever is less, shall be funded or allowed without the written consent and prior approval of the LACTC Executive Director or his designee.

C. This MOU, along with the applicable requirements of the Agency, constitutes the entire understanding between the parties, with respect to the subject matter herein.

ISTEA MOU

D. In the event that there is any legal proceeding between the parties to enforce or interpret this MOU, or the applicable requirements of the Agency, 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.

E. Grantee shall retain all original records and documents related to the work herein for a period of three (3) years after Project Completion or in accordance with the applicable requirements of the Agency, whichever time period is greater.

F. Neither LACTC nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Grantee under or in connection with any work, authority, or jurisdiction delegated to Grantee under this MOU or the applicable requirements of the Agency. It is also understood and agreed that Grantee shall fully indemnify and hold LACTC harmless from any liability imposed for injury occurring by reason of anything done or omitted to be done by Grantee under or in connection with any work, authority, or jurisdiction delegated to Grantee under this MOU or the applicable requirements of the Agency.

G. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU or the applicable requirements of the Agency.

ISTEA MOU

H. Grantee shall comply with all applicable provisions of Federal, State, and Local laws, statutes, ordinances, rules, regulations, and procedural requirements and the applicable requirements and regulations of the Agency and LACTC. The terms of the most recent amendment to any Federal, State, or Local laws and regulations and Agency or LACTC requirements are applicable to this MOU to the maximum extent feasible, unless otherwise provided for in writing by the Agency or LACTC. Grantee shall insure that work performed under this MOU is done in conformance with all applicable Federal, State, Local, Agency, and LACTC rules and regulations including, but not limited to, Fair Employment Practices, the Civil Rights Act of 1964, Nondiscrimination Assurances, Minority and Disadvantaged Business Enterprise Participation, Public Health and Safety requirements, the Americans with Disabilities Act (ADA), Interest of Member of or Delegates to Congress, Audit and Inspection of Records, Access to and Retention of Records, Patent Rights, Rights in Data and Copyrights, Covenant Against Contingent Fees, Covenant Against Gratuities, Clean Air and Clean Water Acts, CEQA and NEPA requirements, Energy Conservation, Suspension and Debarment, Certification Regarding Lobbying, and Subcontracts. This includes, but is not limited to, the holding of public hearings when required, publishing of press notices, preparation of plans, specifications, estimates, and required environmental reports/documentation.

I. Grantee agrees that the requirements of this MOU, and the requirements of the Agency, shall be included, as applicable, in every subcontract entered into relating to work performed under this MOU.

J. Grantee shall not assign this MOU, or any part thereof, without written consent and prior approval of the LACTC Executive Director or his designee, and any attempt to do so shall be void and unenforceable.

K. 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.

L. All Attachments to this Memorandum of Understanding are incorporated herein and by this reference made a part thereof.

M. 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.

ISTEA MOU

BELOW ARE OPTIONAL CLAUSES (DELETE ALL OR PORTION OF CLAUSE IF NOT REQUIRED):

N. Grantee agrees that all literature, advertisements, brochures, video, radio and public service announcements, and all other materials relating to the Project and distributed to the public will contain recognition of the LACTC's contribution as well as the approved METRO logo, a form which is attached as Attachment C. Grantee agrees to display the METRO logo on its buses, shuttle buses, vans, and taxis utilized for services provided under this Project. The METRO logo is a copyrighted symbol which shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACTC Graphics Department at the address in Section 9.A. above.

O. If Grantee seeks State / Local Transportation Partnership Program funds (SLTPP) from the State of California, Grantee agrees to remit such funds to LACTC. SLTPP funds received by the Grantee for the Project shall be apportioned between the Grantee and LACTC in an amount equal to the percentage of the Project Budget contributed by the Grantee and LACTC (Section 7.A. above).

ISTEA MOU

**ATTACHMENT A
FINANCIAL / CASH FLOW PLAN**

ISTEA MOU

**ATTACHMENT B
SCOPE OF WORK**

ATTACHMENT C



SM

