

**A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITIES OF
SAN DIMAS, LA VERNE, POMONA, AND CLAREMONT AND SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS TO SHARE RESOURCES TO PLAN AND HOST THE
FOUR CITIES CICLAVIA OPEN STREET EVENT**

WHEREAS, on September 22, 2016, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board approved the 2016 Open Streets Grant Program providing Los Angeles County Proposition C 25% ("Proposition C") Funds for one-day events that close the streets to automotive traffic and open them to people to walk or bike ("Open Street Event"). Further, the LACMTA Board approved that LACMTA serve as the pass through agency of the Proposition C Funds with local cities; and

WHEREAS, the San Gabriel Valley Council of Governments (SGVCOG) ("Grantee") was successful in securing \$596,000 in Proposition C funds from the LACMTA county-wide "Open Streets Event" program to host the Four Cities CicLAvia Open Street Event ("Event"), including outreach, pre-event planning, and day of event staging costs; and

WHEREAS, the "Event", which qualifies as an "Open Street Event," for the use of the LACMTA pass through of Proposition C funds, will promote active transportation and complete street concepts in conjunction as well as the future opening of the Gold Line Foothill Extension in the future; and

WHEREAS, LACMTA will advance local funds up to \$596,000, to the Grantee for the Event and then submit requests, based on Grantee's invoices to Caltrans for reimbursement with Proposition C Funds; and

WHEREAS, Grantee shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), and Caltrans. In addition, the Grantee shall comply with all requirements of LACMTA so that LACMTA can fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency; and

WHEREAS, the LACMTA "Open Streets Event" program requires a 20% (\$149,000) in-kind or local fund match of the total cost of the event; and

WHEREAS, the SGVCOG and the cities of San Dimas, La Verne, Pomona, and Claremont (collectively referred to as the "Cities" or "Partners" or individually referred to respectively as "Partner" or "Partner City") have partnered together to host the Event as a 6.5-mile contiguous open streets event on Sunday, April 22, 2018 from San Dimas to Claremont; and

WHEREAS, the Cities will be responsible for street closures, vehicular detour plans, outreach, event staging, and public safety within their own jurisdiction; and

WHEREAS, the Cities desire to work jointly and collaboratively to share monetary, staffing, and other resources in planning and hosting the Event, and desire to formalize their relationship through the creation of the "CicLAvia Working Group" to coordinate their activities; and

WHEREAS, nothing in this MOU should be construed as creating a Joint Powers Agreement or Joint Powers Agency as would otherwise be authorized under California Government Code §6500 as the Parties do not intend such a relationship.

NOW, **THEREFORE**, the Cities hereto agree as follows:

1. **CREATION OF THE “CICLAVIA WORKING GROUP”** – There is hereby created a “CicLAvia Working Group” established for the purpose of combining resources (financial, staffing and other in-kind) in order to plan and host the Event. The Working Group shall be composed of the City Manager, or designee, from each Partner City as well as the Executive Director, or his/her designee, from the SGVCOG.
2. **MANAGEMENT OF OPERATIONS** – The City Managers (or their designees) from each Partner City, as well as the SGVCOG Executive Director (or his/her designee), shall be authorized to consider and direct, by majority vote the use of resources that are available to the Working Group consistent with the functions and purposes of the planning and hosting of the Event.
 - a. **VOTING** – Each City Manager (or his/her designee) shall have one (1) vote on matters within the Working Group’s subject matter jurisdiction. Additionally, the SGVCOG Executive Director (or his/her designee) shall have one (1) vote. A majority vote shall be necessary to approve any policy, position or decision of the Working Group. **FIDUCIARY AGENT** – The SGVCOG shall act as the “Fiduciary Agent” of the Working Group. The Fiduciary Agent will hold the financial contributions received on behalf of the Working Group and shall be responsible for the management and safekeeping of grant funding awarded to the Event. Said contributions shall be held in trust and shall be accounted for on an apportioned basis such that, at any time, it can be readily determined the balance of each Partners’ contribution. Subject to direction of the Working Group, the Fiduciary Agent shall pay expenses of the Working Group and shall report regularly to the Working Group the funding and grant status of the Event.
3. **FUNDING AND CONTRIBUTIONS** – Each Partner City shall contribute to the 20% in-kind match for the funds received through the LACMTA grant. In-kind match requirements and funding available to each city for eligible expenses is shown in Exhibit A. The Grantee shall utilize the local grant funds for non-infrastructure costs of implementing the Event. Per the funding guidelines, physical infrastructure costs associated with the Event are not eligible for reimbursement.
4. **INVOICING** – Not more frequently than once a month, the Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable costs incurred. All reimbursements shall be net 60 from the day that the invoices are provided to the SGVCOG. Each Request for Reimbursement must be submitted on Grantee’s letterhead and shall include an invoice number and report the total expenditures, specify the percent and amount of Proposition C Funds to be reimbursed, the total amount of Local

Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement. Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

5. **CONSULTANT WORK** – The Working Group may enlist the work of independent contractors, consultants, vendors, and other professionals to assist in the planning and operations of the Event as set forth in the recitals herein. Such consultant(s) shall not be employees of the Working Group nor of any Partner but shall be engaged by the Fiduciary Agent on behalf of the Working Group. The consultant(s) shall indemnify and hold harmless the Working Group and provide additional insured coverage in the manner and amounts as set forth by the Working Group naming each respective Partner.
6. **ALLOCATION OF FUNDS** – The Working Group will authorize the Fiduciary Agent to enter into contracts for the planning, implementation, and hosting of the Event. Any remaining LACMTA funds that have not been expended on behalf of the Working Group for shared resources or purchases will be allocated to individual Partners based on the allocation shown in Exhibit A.
7. **INDEMNIFICATION** – Each Partner to this MOU is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an MOU as defined by Section 895 of the Government Code, the Partners as between themselves, pursuant to the authorization contained in Government Code Sections 985.4 and 895.6 will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above stated purpose, each Partner indemnifies and holds harmless the other party solely by virtue of Government Code Section 895.2. The provision of California Civil Code Section 2778 is made a part hereto as if fully set forth herein. Each Partner certifies that it has insurance

coverage sufficient to meet any obligation arising from this MOU. Each Partner will be responsible for its own actions in providing services under this MOU in connection with the Event within its jurisdictions and shall not be liable for any civil liability that may arise from the furnishing of services by any other Partner within that Partner City's jurisdiction.

8. **DISSOLUTION** – Upon completion of the purpose of this MOU, or as determined by the unanimous action of the Partners, at any time, this MOU may be terminated and the Working Group dissolved.
9. **NOTICE TO PARTIES (AUTHORIZED REPRESENTATIVES)** – Notices given pursuant to the requirement of this MOU shall be by personal service upon the Partner City to be notified by writing upon such notice being deposited into the custody of the United States Postal Service addressed as follows:

City of San Dimas
City Manager
245 E. Bonita Avenue
San Dimas, CA 91773

City of La Verne
City Manager
3660 "D" Street
La Verne, CA 91750

City of Pomona
City Manager
505 South Garey Avenue
Pomona, CA 91766

City of Claremont
City Manager
207 Harvard Avenue
Claremont, CA 91711

10. **AMENDMENTS** – This MOU may be amended upon unanimous action by each respective Partner City's city manager.

IN WITNESS WHEREOF, the Parties hereto have caused MOU to be executed by their duly authorized representatives:

CITY OF SAN DIMAS:

Blaine Michaelis, City Manager

Date

CITY OF LA VERNE:

Bob Russi, City Manager

Date

CITY OF POMONA:

Linda Lowry, City Manager

Date

CITY OF CLAREMONT:

Tony Ramos, City Manager

Date

SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS:

Executive Director

Date

Exhibit A

	Funding Amounts	In-Kind Match Requirement
San Dimas	\$25,000.00	\$30,284.55
La Verne	\$23,000.00	\$27,861.79
Pomona	\$20,000.00	\$24,227.64
Claremont	\$55,000.00	\$66,626.02
Total	\$123,000.00	\$149,000.00

Allocation of Funds by City