



Metro


Los Angeles County
Metropolitan Transportation Authority


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OCTOBER 20, 2006

TO: BOARD OF DIRECTORS

THROUGH: ROGER SNOBLE 
CHIEF EXECUTIVE OFFICER

FROM: MATTHEW RAYMOND 
CHIEF COMMUNICATIONS OFFICER

SUBJECT: INTERAGENCY RIDESHARE AGREEMENT

ISSUE

In July 2003, the regional rideshare function was transferred from the Southern California Association of Governments (SCAG) to the five county transportation agencies (CTCs) funding the services: Metro, Orange County Transportation Authority, Riverside County Transportation Commission (RCTC), San Bernardino Associated Governments and Ventura County Transportation Commission. While many services are implemented at the county level, several functions more appropriately are being implemented jointly at a regional level. To document this joint effort, the CTCs executed an agreement that provides a framework for the partnering agencies to work together. This agreement was fully executed in September 2006.

BACKGROUND

At the time rideshare services was transferred to the CTCs, SCAG had expressed concern that the counties would have difficulty providing effective services to meet the needs of cross-county commutes. However, the CTCs had a long history of working together developing SCAG's annual rideshare scope of services and utilized those institutional relationships once the services had been transferred to each county.

In particular, the CTCs agreed that certain services were more effectively and efficiently implemented at a regional level so it was agreed that one agency would perform either one or several activities covering the 5-county region on behalf of the agencies. The lead agency is then reimbursed through memorandums of understanding (MOUs) or purchase orders, depending on the size of the project scope and budget. For example, Metro oversees the annual media luncheon for California Rideshare Week, development of the monthly electronic commuter newsletter and provision of regional Guaranteed Ride Home services.

RCTC maintains the regional ridematching database, internet ridematching services and the CommuteSmart.info website. Regarding county-level services, the CTCs ensure that programs are coordinated and help reinforce each other's efforts. Staff representing each CTC generally meets on a monthly basis and more frequently during development of specific projects.

While the CTC partnership works well, it was agreed that executing a formal agreement to document the relationship would ensure consistency in service provision. This agreement does not allocate funding or commits to any specific amounts. Funding is negotiated through separate service agreements and depending on project scope and budget amount may be presented to each agency's Board or Commission for approval. The agreement was approved by the CTC CEOs/Executive Directors in August 2006 and fully executed on October 4, 2006. Attachment A contains a copy of the agreement.

NEXT STEPS

Staff will continue to participate in the regularly scheduled coordination meetings that are usually held at the Metro Headquarters Offices. The current hot issues being discussed include coordination of county vanpool programs, improvements to the CommuteSmart.info website and transition to a 511 traveler information service.

ATTACHMENT

Regional Rideshare Interagency Agreement

**INTERAGENCY AGREEMENT FOR
THE PROVISION OF REGIONAL RIDESHARE SERVICES**

INTRODUCTION

This Interagency Agreement for the Provision of Regional Rideshare Services (the "AGREEMENT") is made and entered into by and among the following public agencies that provide funding for regional rideshare services and are parties to this AGREEMENT. These parties are collectively referred to as the "CTCs" and individually as a CTC:

- (a) LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO)
- (b) ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)
- (c) RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC)
- (d) SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
- (e) VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC)

RECITALS

WHEREAS, the five CTCs have funded regional rideshare services through individual agreements with the former Commuter Transportation Services and Southern California Association of Governments (SCAG) for more than 20 years combined; and

WHEREAS, the five CTCs have worked collectively since 1995 to coordinate regional rideshare services through the umbrella of the Regional Transportation Agencies Coalition, and

WHEREAS, 13% of the commute trips travel between counties within the five county region of Los Angeles, Orange, Riverside, San Bernardino and Ventura; and

WHEREAS, there are economies of scale and improved service effectiveness when these services are coordinated and pooled; and

WHEREAS, the parties of the AGREEMENT are responsible for providing rideshare services within their individual county areas; and

WHEREAS, the parties of this AGREEMENT recognize the need to establish a framework in which rideshare services are funded, coordinated and provided to residents and employees within the region, across county boundaries; and

NOW THEREFORE, the parties to this AGREEMENT agree to the following:

1.0 PURPOSE

It is the purpose of this AGREEMENT:

- A. To promote mobility throughout the region through provision of regional trip reduction and rideshare programs (the "Services") and

- B. To identify, develop, fund, and implement such programs jointly through a coordinated and cooperative manner; and
- C. To address issues of common interest in trip reduction and ridesharing, with the intent of facilitating identification, coordination and resolution of issues affecting more than one of the CTCs, and
- D. To define and set forth the working relationships between the CTCs to establish contractual relationships that streamline program budgeting and invoicing procedures between the agencies.

2.0 JOINT RESPONSIBILITIES

Joint CTCs' responsibilities in relation to this AGREEMENT are:

- A. To provide input to CTCs' staff regarding policy and program issues relating to any and all regional rideshare programs funded and implemented in a joint manner with the five CTCs, including, but not limited to: regional ridematching database, regional website, regional marketing efforts, regional studies, regional transit trip planner, and 1-800-COMMUTE.
- B. To develop a staff level forum, as well as an executive level forum for meetings to identify, address and resolve policies/issues, as needed.
- C. To provide input to CTCs' staff regarding areas of mutual interest that may include the rideshare and/or Transportation Demand Management components to the following additional programs:
 - i. Transportation Planning, including but not limited to the Regional Transportation Plan (RTP), Air Quality Management Plan (AQMP) and the Regional Transportation Improvement Program (RTIP), and so on.
 - ii. State and/or federal legislation, as well as funding opportunities, including but not limited to SCAG's Overall Work Program (OWP), State Transportation Improvement Program (STIP), Congestion Mitigation and Air Quality Funding (CMAQ), and so on.
- D. Each CTC shall participate, as necessary and convenient, in a staff level regional rideshare meeting to coordinate their interests and efforts between and with the CTCs, SCAG, Air Districts, and/or Caltrans on rideshare matters.
- E. Should consensus on matters of mutual interest not be reached at the staff level, the issue(s) shall be forwarded for discussion and resolution by the Chief Executive Officers of the CTCs at their periodic coordination meetings.
- F. The CTCs shall select one of the parties to this AGREEMENT to recommend filling the "Regional Rideshare Agency" seat on the Mobile Source Air Pollution Reduction Review Committee (MSRC). The CTC selected to serve on the MSRC will provide the regular and alternate member and shall serve a two-year term. A CTC's eligibility to provide an MSRC member will be based on the following criteria:
 - i. CTC with boundaries located within the South Coast Air Basin,

- ii. CTC who has implemented services on behalf of the collective CTCs (in addition to participating in the coordination meetings) relative to the provision of the regional program identified in 2.A above, and
- iii. The individuals appointed by the selected CTC as the regular and alternate member to represent the collective CTCs shall have participated in rideshare policy, either at the CTC, SCAG, Regional and/or State level.

For the purpose of recommending a member to the MSRC, Metro, OCTA, RCTC, and SANBAG shall have one vote and each CTC shall not vote on any item not related to its own agency.

G. Membership policies

- i. The Executive Directors (ED) or Chief Executive Officer (CEO) of each CTC shall appoint a staff level representative for its agency who has the authority to vote on behalf of the CTC. Said representative shall have direct responsibility for and oversight of its CTC's rideshare programs.
- ii. If the ED or CEO of a CTC appoints, reappoints or fills a vacancy, he/she will give notice in writing to the other member agencies.

3.0 FUTURE JOINT RESPONSIBILITIES

Future Regional Rideshare Program elements will be developed via the staff level forums and executive level forums described in Section 2.B.

4.0 TERMINATION

Any party to the AGREEMENT may withdraw from this AGREEMENT by giving three months written notice thereof. If less than one year written notice to withdraw the AGREEMENT is received, then the CTC withdrawing from the AGREEMENT is to be responsible for any operational, software and/or hardware costs related to that CTC's withdrawal.

5.0 INDEMNITY

Any CTC shall indemnify, defend and hold harmless the other CTCs, and their respective officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by the indemnifying CTC, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of its performance with this AGREEMENT.

6.0 MISCELLANEOUS

- A. Agreements among the CTCs shall address contractual terms, including but not limited to:

- i. Ownership of materials/equipment/confidentiality/use of data, software licensing agreement and provisions for use,
 - ii. Project-related copy and logo placement,
 - iii. Termination,
 - iv. Payment of compensation,
 - v. Audit,
 - vi. Reporting requirements,
 - vii. Contractors/subcontractors,
 - a. Level of competency
 - b. Licenses, permits and qualifications
 - viii. Inspection of services,
 - ix. Force majeure, and
 - x. Assignment.
- B. Each CTC shall endeavor to develop software and/or products that are jointly owned and operated by the CTCs.
- C. This AGREEMENT shall be governed by California Law. If any provision of this AGREEMENT 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.
- D. This AGREEMENT shall not be amended, nor any provision or breach and hereof waived except in writing signed by the parties.
- E. All parties have participated in the drafting of this AGREEMENT.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: [Signature] 9-13-06
Roger Snoble Date
Chief Executive Officer

APPROVED AS TO FORM for METRO:
Raymond G. Fortner, Jr.
County Counsel

By: [Signature] 9/8/06
Deputy Date

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

By: [Signature] 10/4/06
Mark A. Grasso Date
Executive Director

APPROVED AS TO FORM for SANBAG:

By: [Signature] 10/4/06
Jean-Rene Basle Date
SANBAG Counsel

ORANGE COUNTY TRANSPORTATION
AUTHORITY

By: [Signature] 9/28/06
Arthur T. Leahy Date
Chief Executive Officer

APPROVED AS TO FORM for OCTA:

By: [Signature] 09/23/06
Kennard R. Smart, Jr. Date
General Counsel

VENTURA COUNTY TRANSPORTATION
COMMISSION

By: [Signature] 9/14/06
Ginger Gherardi Date
Executive Director

APPROVED AS TO FORM for VCTC:

By: [Signature] 9/15/06
Mitchel B. Kahn Date
General Counsel

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION

By: [Signature] 9/19/06
Eric Haley Date
Executive Director

APPROVED AS TO FORM for RCTC:

By: [Signature] 9/16/06
Steve C. DeBart Date
Best, Best & Krieger, L.L.P.
Legal Counsel