



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

DEC - 2 2010

FTIP#: LAF3713

CFP#F3713
LOA.P000F3713

August 24, 2010

City of Long Beach
333 Ocean Blvd.
Long Beach, CA 90802

31949

Attn: Sumire Gant, Project Manager

**RE: LETTER OF AGREEMENT FOR PROJECTS PROGRAMMED THROUGH THE
LACMTA CALL FOR PROJECTS**

Dear Sir/Madam:

As part of the Los Angeles County Metropolitan Transportation Authority ("LACMTA") 2009 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2009, authorized the programming of funds to the City of Long Beach ("Project Sponsor") for the City of Long Beach Bike Share Program – LACMTA Call for Projects ID# F3713, FTIP#LAF3713, (the "Project") subject to the terms and conditions contained in this Letter of Agreement ("LOA").

The terms and conditions of this LOA consist of the following and each is incorporated by reference herein as if fully set forth herein: Specific Terms of the LOA, General Terms of the LOA; Attachment A - the Project Funding, Attachment B - intentionally omitted, Attachment C - the Scope of Work, Attachment D - the Reporting & Expenditure Guidelines, Attachment E - Federal Transportation Improvement Program (FTIP), Attachment F - Caltrans Document List, and any other attachments or documents referenced therein.

In the event of a conflict, the Special Conditions for the Project, if any, shall prevail over the Specific Terms of the LOA and the Specific Terms of the LOA shall prevail over the General Terms of the LOA.

Please acknowledge your acceptance and agreement to the terms and conditions of this LOA by signing below.

Very truly yours,



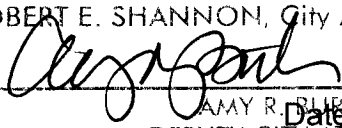
Arthur T. Leahy
Chief Executive Officer

Project Sponsor has read and understands the terms and conditions of this LOA, including all the attachments, and by signing below Project Sponsor hereby accepts and agrees to the terms of this LOA.

APPROVED AS TO FORM

CITY OF LONG BEACH

9-13 2010
ROBERT E. SHANNON, City Attorney

By: 
AMY R. BLINTON
DEPUTY CITY ATTORNEY

By: _____

Robert Shannon
City Attorney

Assistant City Manager

By: _____


Patrick West
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Date: 11.18.10

**CALL FOR PROJECTS
LETTER OF AGREEMENT**

**PART I
SPECIFIC TERMS OF THE LOA**

1. Title of the Project (the "Project"): City of Long Beach Bike Share Program- LACMTA Call for Projects ID#F3713, FTIP # LAF3713.
2. Amount of Funds Programmed (the "Funds"): LACMTA Board of Directors' action of September 24, 2009, programmed \$ 907,887 (the "Funds") to Project Sponsor for the Project. The LACMTA funding plan reflects the programming of Funds over 3 years, Fiscal Years (FY) FY 2011-2012, FY 2012-2013, and FY 2013-2014. LACMTA Board of Directors' action approved Funds for FY 2011-2012 only in the amount of \$253,130. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being obligated by Project Sponsor.
3. The Funding Agency for this Project (the "Agency") is CALTRANS. The Programming Agency for this Project is LACMTA.
4. The "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as **Attachment A**. The Project Funding includes the total programmed budget for the Project, including the Funds programmed by LACMTA and the Project Sponsor Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. Project Sponsor shall complete the Project as described in the **Scope of Work**. The "Scope of Work" for the Project is attached to this LOA as **Attachment C**. The Scope of Work includes a general description of the Project and a detailed description of the work to be completed. The Scope of Work also includes a set schedule including Project milestones consistent with the lapsing policy described in Part II below. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing.
6. The "FTIP PROJECT SHEET (PDF)" is attached as **Attachment E** and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at www://program.metro.net. All projects that receive funding through the LACMTA Call For Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Project Sponsor shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Project Sponsor will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should

be made as soon as possible after Project Sponsor is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Project Sponsor fail to meet this date, it may affect Project Sponsor's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

7. Prior to the obligation of the Funds, no material changes to the Project Funding or the Scope of Work shall be funded or allowed without prior written approval of LACMTA and Project Sponsor. Such prior approval shall be evidenced by an amendment to this LOA, approved and signed by the LACMTA Chief Executive Officer or his designee and Project Sponsor. After the Funds have been obligated, no material changes will be allowed.

8. LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, m/s 99-22-4
Los Angeles, CA 90012
Attention: Alexandra Oster
Project Manager
ostera@metro.net

9. Project Sponsor's Address:
City of Long Beach
333 Ocean Blvd.
Long Beach, CA 90802
Attention: Sumire Gant
Project Manager
(562) 570-6681
sugant@longbeach.gov

PART II
GENERAL TERMS OF THE LOA

1. **PAYMENT OF FUNDS:** Project Sponsor understands and agrees that LACMTA provides no Funds under this LOA and LACMTA shall have no responsibility or obligation to provide any Funds for the Project. Project Sponsor shall receive the Funds directly from the Agency pursuant to a separate agreement with the Agency. Project Sponsor shall submit to the Agency the appropriate invoices in the form, manner, and schedule specified by the applicable requirements of the Agency. **Project Sponsor cannot be reimbursed for any cost incurred without prior authorization from the Agency.** Project Sponsor shall be subject to, and comply with, all applicable requirements of the Agency and of LACMTA as required by LACMTA to fulfill its responsibilities as the programming agency. The allowability of expenditures, the cost reimbursement schedule, eligibility issues, resolution of disputes, and all other issues relating to this LOA shall be subject to the rules, regulations, and requirements of the Agency and LACMTA as the programming agency.

2. **TERM.**

2.1 The term of this LOA shall commence upon the date of this LOA, and shall terminate upon completion of the Scope of Work and LACMTA's receipt of Caltrans' final voucher paid for the Project.

2.2 Prior to the obligation of the Funds, should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this LOA by giving written notice to Project Sponsor at least thirty (30) days in advance of the effective date of such termination.

3. **USE OF FUNDS:**

3.1 Project Sponsor shall utilize the Funds to complete the Project as described in the Scope of Work and as approved by LACMTA and in accordance with the applicable requirements of the Agency.

3.2 The Funds, as programmed under this LOA, can only be used towards the completion of the Scope of Work originally adopted by LACMTA unless modified by an amendment to this LOA. Project Sponsor shall also be subject to and comply with all applicable requirements of the Agency administering this Project.

4. **REPORTING AND AUDIT REQUIREMENTS:**

4.1 Project Sponsor shall be subject to and comply with all applicable requirements of the Agency regarding Project reporting and audit requirements. *Project Sponsor shall use the Federal Transportation Improvement Program ("FTIP") No., Expenditure Authorization ("EA") No., and LACMTA Call for Projects Project ID# on all correspondence.*

4.2 Since the Project is funded exclusively with Federal funds and contains no LACMTA local funding, LACMTA has no audit responsibilities for this Project. Project Sponsor shall comply with all Agency compliance, pre-award and performance audit requirements as deemed necessary to assure that funding expenditures conform to all applicable Project funding guidelines, laws and regulations. LACMTA, as the programming agency, shall have the right, at its sole discretion, to audit the Project for compliance with the terms of this LOA and to assure that funding expenditures conform to the terms of this LOA. LACMTA shall have the same audit rights as the Agency to audit the Project.

4.3 Project Sponsor shall submit the Quarterly Progress Report within 60 days after the close of each quarter on the last day of the months November, February, May and August. Annually with the 4th quarter Progress Report, Project Sponsor also shall submit photos of key components and milestones demonstrating Project progress or completion.

5. EXPENDITURE AND DISPOSITION OF FUNDS:

5.1 The expenditure and disposition of the Funds by Project Sponsor shall be subject to and in accordance with the terms and conditions of this LOA and the applicable requirements of the Agency. Project Sponsor shall not utilize the Funds in any other way or on any project other than that specified in this LOA and the applicable requirements of the Agency.

5.2 Project Sponsor shall be responsible for any and all cost overruns for the Project.

5.3 Project Sponsor shall be eligible for the Funds up to the programmed amount specified in Part I, Section 2 of this LOA subject to the terms and conditions contained herein and in all applicable requirements of the Agency.

5.4 Subject to the requirements and regulations of the Agency, and to the extent allowed by the Agency, any underruns to the funds shown in Attachment A shall be apportioned between LACMTA and Project Sponsor in the same proportion as the Sources of Funds from each party to this LOA as specified in Attachment A to this LOA. Upon completion of the Project described in the Scope of Work and subject to the requirements and regulations of the Agency, and to the extent allowed by the Agency, any unused obligation of the Funds shall revert back to LACMTA for future programming at LACMTA's discretion.

5.5 The programming of the Funds does not imply nor obligate any future funding commitment on the part of LACMTA or the Agency.

6. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

6.1 Project Sponsor must demonstrate timely use of the Funds by:

- (i) executing this LOA within ninety (90) days of receiving formal transmittal of the LOA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) obligating the Funds programmed under this LOA for allowable costs within 36 months from July 1 of the first Fiscal Year in which the Funds are programmed. All Funds programmed for FY 2011-2012 are subject to lapse by June 30, 2014. All Funds programmed for FY 2012-2013 are subject to lapse by June 30, 2015. All funds programmed for FY 2013 -2014 are subject to lapse by June 30, 2016.

If Project Sponsor fails to meet any of the above conditions, the Project shall be considered lapsed and will be submitted to the LACMTA Board of Directors for deobligation.

6.2 Project Sponsor must demonstrate evidence of timely use and obligation of Funds programmed for the Project within the time period described in Part II, Section 6.1 of this LOA. Evidence of timely obligation will be either an executed "Authorization To Proceed" document (Caltrans Version E-76).

6.3 In the event this LOA is not executed and/or evidence of timely obligation of Funds is not provided as described in Part II, Sections 6.1 and 6.2 of this LOA, the Project will be reevaluated by LACMTA as part of the annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If Project Sponsor does not complete one element of the Project, as described in the FTIP Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event the Funds are reprogrammed, this LOA shall automatically terminate without further action by either party.

7. SOURCES AND DISPOSITION OF FUNDS:

7.1 The obligation for LACMTA to program the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors, the United States Government or the State of California, as applicable. If such Funds are not made available for the Project, this LOA shall be void and have no further force and effect, and LACMTA shall have no obligation to program the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 Project Sponsor shall fully fund and contribute the Project Sponsor Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Project Sponsor agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8. COMMUNICATIONS:

8.1 Project Sponsor shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. Project Sponsor shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by Metro" or alternative acceptable minimum language; and (ii) the Metro logo, with the exception of press releases, which do not require a Metro logo.

8.2 If Project Sponsor produces any Communication Materials that do not contain the information set forth in Section 8.1 above, Project Sponsor must provide an opportunity for the prior review and written comment by the Chief Communications Officer of LACMTA or its designee before such materials can be produced. If Project Sponsor does not receive a response from LACMTA Communications within seven (7) working days from the day of receipt by LACMTA Communications staff, Project Sponsor may proceed with producing the Communications Materials as proposed.

8.3 For purposes of this LOA, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

8.4 For signage on Project structures, facilities, vehicles and construction sites, Project Sponsor shall use the phrase, "Funded in part by [Metro logo]" or "Your tax dollars at work (Metro logo)" or alternative acceptable language. Further guidance on acknowledging LACMTA contribution is provided in the Communications Materials guidelines available from the LACMTA Communications Division.

8.5 Project Sponsor shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

8.6 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

8.7 Project Sponsor shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 8.

9. OTHER TERMS AND CONDITIONS:

9.1 This LOA, along with the applicable requirements of the Agency, constitutes the entire understanding between the parties, with respect to the subject matter herein. The LOA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original LOA or the same level of authority.

9.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this LOA, 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 attorneys' fees.

9.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Project Sponsor under or in connection with any work performed by and or service provided by Project Sponsor, its officers, agents, employees, contractors and subcontractors under this LOA. Project Sponsor shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) misuse of the Funds by Project Sponsor, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Project Sponsor's obligations under this LOA; or (iii) any act or omission of Project Sponsor, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services in connection with the Project, including, without limitation, the Scope of Work, described in this LOA.

9.4 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 LOA.

9.5 Project Sponsor shall comply with and insure that work performed under this LOA is done in compliance with Federal Agency Regulations (FAR), Generally Accepted Accounting Principles (GAAP), 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 LACMTA.

9.6 Project Sponsor shall not assign this LOA, or any part thereof, without written consent and prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

9.7 This LOA shall be governed by California law. If any provision of this LOA 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.

9.8 The terms of this LOA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

9.9 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Project Sponsor ceases to use the software/ITS for public purposes or Project Sponsor sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Project Sponsor reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

9.10 If applicable, implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with LACMTA's Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form, in the form of Attachment F-1.

9.11 If any parking facilities are designed and/or constructed using the Funds, Project Sponsor shall coordinate with LACMTA parking program staff in the planning, design and management of the facility and shall ensure that its implementation is consistent with LACMTA-adopted parking policy.

9.12 Project Sponsor agrees that the disposal of property purchased with the Funds shall be disposed of in accordance with the Agency's guidelines.

9.13 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

9.14 Project Sponsor in the performance of the work required by this LOA is not a contractor nor an agent or employee of LACMTA. Project Sponsor attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Project Sponsor shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

9.15 Project Sponsor shall notify LACMTA in advance of any key Project staffing changes.

ATTACHMENT C

SCOPE OF WORK

LONG BEACH BIKE SHARE PROGRAM

LOCATION

The Long Beach Bike Share Program will be implemented in the City of Long Beach. The pilot program will be based in the greater downtown area and the California State University at Long Beach campus. Since this is a non-infrastructure project, it does not have specific project limits.

PROJECT DESCRIPTION

The City of Long Beach will be hiring a professional firm or bicycle service operator to develop, install, operate and maintain a public bike share system to serve the greater downtown area and California State University at Long Beach. The ideal program would incorporate information technology with a fleet of shared bicycles that may be rented from one bike share station and returned to another in a network of bike share stations, providing a transportation alternative to motor vehicle trips for Long Beach residents, employees, students and visitors, similar to the bike share systems currently operating throughout Europe and Asia, and recently here in the United States. The system should be designed so bicycles can be accessed from wireless self-service terminals by two user groups: subscribers and walk-up renters.

The goals of the bike share system are to:

- Expand mobility options for residents, employees or visitors.
- Integrate with transit through beginning-of-trip and end-of-trip bicycle access and serve as “final mile” transportation to encourage regional transit trips.
- Expand community partnerships in support of bicycling as a viable transportation option.
- Provide an additional “green” transportation mode and promote “green” business in the City of Long Beach.
- Maintain a high level of membership or customer satisfaction.
- Support the City’s transportation and climate action goals, including:
 - Reduce dependency on automobiles, particularly for short trips in the center of the City, reducing traffic congestion, vehicle emissions, and demand for motor vehicle parking;
 - Expand the health and wellness benefits of bicycle transportation beyond traditional enthusiast groups; and
 - Spur the transformation of City streets to become environments where pedestrians and bicyclists feel safe and comfortable.

TASK 1. CUSTOMIZE, SET UP AND OPERATE ELECTRONIC PAYMENT AND OPERATING SYSTEM

Operator will provide a detailed implementation schedule, incorporating all of the tasks required of this project within one month after the notice to proceed. Operator will work with the City to customize membership requirements, pricing, payment systems, etc. The operating system will include internet access, iphone/cell phone interface, electronic tracking of vehicles, electronic fleet management, and the tracking of metrics identified in Task 6 to provide adequate information for analysis. Specific characteristics of the system will include:

- Data security, especially for financial data, user names, and addresses
- A mechanism for users to report problems and make suggestions for system improvement
- Real-time communication with stations to track bicycle and hub status
- Access to all registration and travel data with regular reports provided to municipality, institution, and/or private landowner
- Ability to collect survey information and customer satisfaction ratings
- Ability for Web site to accept and/or allow user to change annual subscriptions
- Spanish language options on all Web pages
- Phone contact information prominent on Web site
- Capacity to convey bicycle safety information, laws, and/or warnings affecting bicyclists
- Personalized customer Web pages that provide information such as miles traveled, calories burned, etc.
- Capacity for user to track number of available bikes and open docking points in each terminal via web page and/or PDA
- Interactive map showing status of bicycles at stations, station locations with optional address and directions, and transit information

The City of Long Beach is also embarking on an integrated mobility hub system in partnership with the City of Los Angeles that will provide bike sharing, car sharing, secure bike parking and other first-mile, last-mile services that will be accessible through a shared operating system. The operator of this bike share system will work with the cities and the integrated hub system to allow access to this bike share system through the integrated platform developed for the mobility hub system.

11/13

	TASK 1 DELIVERABLES	START DATE	END DATE	DURATION
Task 1.1	Hire consultant(s) to develop, install, operate, and maintain bike share system	11/10	11/10	1 month
Task 1.2	Develop strategy for program implementation, including a business plan that leads to sustained operations at the end of the grant period. Also, develop marketing & public relations plans	12/10	1/11	2 months
Task 1.3	Develop electronic payment & operating system meeting the City's needs	12/10	2/11	3 months
Task 1.4	Finalize standardized monthly and quarterly reporting documents re: operations & program effectiveness	2/11	2/11	1 month

TASK 2. FINALIZE SITE LOCATION FOR SOLAR POWERED BIKE STATIONS

The bike share system will be localized initially to the greater downtown area and the CSULB campus area. Specific site locations will be developed in conjunction with the city and other private partners interested in locating stations at their facilities at cost. Additional funding may be acquired to expand the system, so an expansion plan will also be developed at start-up to guide that expansion.

	TASK 2 DELIVERABLES	START DATE	END DATE	DURATION
Task 2.1	Review potential site locations	1/11	1/11	1 month
Task 2.2	Develop & finalize site location plan for bike stations	2/11	2/11	1 month
Task 2.3	Develop program expansion site location plan for bike stations	2/11	2/11	1 month
Task 2.4	Ongoing coordination with City staff to assess the effectiveness of each bike station location and coordinate site changes	4/11	6/13	27 months

TASK 3. SECURE AND MAINTAIN THE BICYCLE FLEET

Key features of the bicycle fleet will include high durability, one-size-fits-all design, protection from dirt and grease, ease of pedaling and shifting. There will be approximately 160 bicycles in the initial fleet, with approximately 10 bicycles available at

each kiosk, or another combination of bicycles and kiosks as agreed upon by the contractor and the City. Future phases could increase the total rental bicycle fleet to as many as 2,000. The rental bicycles shall be maintained in good repair. The management system will include an automated maintenance detection function that prevents users from renting potentially hazardous vehicles and a GPS feature that tracks the location of all bicycles in the system.

	TASK 3 DELIVERABLES	START DATE	END DATE	DURATION
Task 3.1	Develop plans for securing and maintaining bicycle fleet	1/11	2/11	2 months
Task 3.2	Create maintenance schedule and revise as-needed.	3/11	6/13	28 months
Task 3.3	Establish and maintain maintenance communication system for City staff and bike share users	2/11	6/13	29 months
Task 3.3	Ongoing coordination with City staff to assess maintenance of bicycle fleet and make changes as-needed	4/11	6/13	27 months

TASK 4. INSTALLATION OF BIKE SHARE STATIONS AND ALL RELATED EQUIPMENT

Operator shall install all bike share stations in the system in accordance with the plan agreed to by the City. Bike share stations shall be modular, and location of stations may be moved from time-to-time based upon the successful operation of the station at that location. Operator will relocate stations as requested by the City or as indicated based upon experience.

	TASK 4 DELIVERABLES	START DATE	END DATE	DURATION
Task 4.1	Finalize site location plan for bike share station installation	2/11	2/11	1 month
Task 4.2	Coordinate installation of bike share stations with City staff	3/11	3/11	1 month
Task 4.3	Ongoing assessment of effectiveness of the existing locations of bike share stations	4/11	6/13	27 months
Task 4.4	Assess whether program needs to be expanded to include additional bike share stations	4/11	6/13	27 months
Task 4.5	Coordinate any bike share station location changes with City staff and any relevant private parties	4/11	6/13	27 months

TASK 5. DAY-TO-DAY OPERATIONS AND MAINTENANCE

Operator will be responsible for day-to-day operation of the bike share system on a 24-hour basis. The operation will include a redistribution plan that shows clear understanding of rebalancing issues and ensures a balanced system with minimal likelihood that customer encounters empty or full station and the expeditious removal, replacement and/or repair of all items needing such services. Operator will be responsible for street sweeping and clean-up at all on and off street locations in accordance with the current schedule of municipalities, institutions, or private landowners. The operator may also be required to regularly and dramatically expand/contract stations to accommodate large crowds at major events.

	TASK 5 DELIVERABLES	START DATE	END DATE	DURATION
Task 5.1	Develop and execute operations plan for the bike share system, including viable redistribution plans and revise as necessary	2/11	6/13	29 months
Task 5.2	Acquire and maintain staffing for operations and maintenance needs	3/11	6/13	28 months
Task 5.3	Provide regular street sweeping and clean-up of bike share station locations	4/11	6/13	27 months

TASK 6. CUSTOMER SERVICE

Operator will provide a central customer service office for operations and maintenance during all hours that the rental system is available via telephone and the internet. Customer service phone number, website and e-mail address will be listed on every bike with durable, weather resistant labels. Operator will provide immediate aid to users with mechanical issues and/or injuries, and generally operate a robust program that ensures the highest customer satisfaction rating and allows the operator to address problems immediately.

	TASK 6 DELIVERABLES	START DATE	END DATE	DURATION
Task 6.1	Develop and execute customer service plan for operations and maintenance. Establish customer service standards and goals, and review and/or revise them regularly.	2/11	6/13	29 months
Task 6.2	Develop and continually revise and maintain customer service marketing materials and website & phone customer service resources	3/11	6/13	28 months
Task 6.3	Coordinate with relevant City staff, consultants, and relevant private organizations to communicate customer service methods. Incorporate customer service promotion into marketing and public relations efforts.	4/11	6/13	27 months
Task 6.4	Ongoing evaluation of customer service satisfaction. Provide quarterly reports.	4/11	6/13	27 months

TASK 7. DEVELOP AND EXECUTE ONGOING MARKETING PLAN

In an effort to guarantee a successful launch and operation of the bike share system, contractor will develop a well-designed marketing and public relations campaign that generates enthusiasm prior to system launch and has ongoing elements to ensure continued use and expansion of the program. The marketing program will include a partnership with a local PR firm or committed marketing department to generate significant free and/or paid publicity on local and national television, radio, print, internet, and other outlets.

	TASK 7 DELIVERABLES	START DATE	END DATE	DURATION
Task 7.1	Conduct target audience research or review existing research, & then develop messaging for marketing and public relations plan. Revise as needed	2/11	4/11	3 months
Task 7.2	Develop and implement marketing and public relations plan to encourage new and continued use of the bike share system for targeted demographics	4/11	6/13	27 months
Task 7.3	Ongoing monitoring of the effectiveness of marketing and public relations efforts	4/11	6/13	27 months

TASK 8. ADVERTISING ON THE BIKE SHARE SYSTEM

Operator will propose and execute sponsorship alternatives that may include, but are not limited to placing advertising on the kiosks, information panels and bicycles used in this project, as acceptable with any City regulations presently in force.

	TASK 8 DELIVERABLES	START DATE	END DATE	DURATION
Task 8.1	Develop and implement short-term and long-term sponsorship plan to create a sustainable and expandable program	3/11	6/13	28 months
Task 8.2	Acquire sponsorship for the bike share program that meets City standards	3/11	6/13	28 months
Task 8.3	Ongoing monitoring of new sponsorship opportunities	3/11	6/13	28 months

TASK 9. ONGOING ANALYSIS AND EVALUATION OF SYSTEM PERFORMANCE

The operator will provide quarterly reports on specific metrics that will be collected by the system's software and by periodic surveys of customers, including bike usage, environmental impacts (VMT reduced & GHG emissions reduced), customer satisfaction, success of marketing tools and job creations. Monthly reports will be provided to the City on all facets of the operation, including revenue and expenditures broken down by categories and locations.

	TASK 9 DELIVERABLES	START DATE	END DATE	DURATION
Task 9.1	Monitor progress of program and provide monthly reports	4/11	6/13	27 months
Task 9.2	Conduct ongoing evaluations with bike share users to assess program effectiveness	4/11	6/13	27 months
Task 9.3	Make program refinements based on ongoing program evaluation	4/11	6/13	27 months
Task 9.4	Prepare quarterly and annual reports on program effectiveness and deliver presentations as-needed	4/11	6/13	27 months

ESTIMATED PROJECT COSTS:

Task #	Item Description	FY 11	FY 12	FY 13	Total
1	Task 1. Customize, set up and operate electronic payment and operating system	8,000	8,000	16,000	32,000
2	Task 2. Finalize site location for solar powered bike stations	8,000	8,000	16,000	32,000
3	Task 3. Secure and maintain the bicycle fleet	160,000	30,000	32,000	222,000
4	Task 4. Installation of bike share stations and all related equipment	10,000	5,000	10,000	25,000
5	Task 5. Day-to-day operations and maintenance	133,000	230,000	369,000	732,000
6	Task 6. Customer service	12,000	30,000	60,000	102,000
7	Task 7. Develop and execute ongoing marketing plan	16,000	30,000	45,000	91,000
8	Task 8. Advertising on the Bike Share System	10,000	10,000	20,000	40,000
9	Task 9. Ongoing analysis and evaluation of system performance	10,000	10,000	20,000	40,000
GRAND TOTAL		367,000	361,000	588,000	1,316,000

LOA ATTACHMENT D
REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA Project Manager. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (LOA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the LOA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The LOA is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

DEFINITIONS

- **Local Participation:** Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- **Allowable Cost:** To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- In-eligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

LACMTA LOA ATTACHMENT D1

QUARTERLY PROGRESS REPORT

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO LACMTA PROJECT MANAGER

Please submit Quarterly Progress Report with 60 days after the close of each quarter

no later than November 30, February 28, May 31, and August 31.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: City of Long Beach Bike Share Program

LOA#: LOA.P000F3713

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2007-2008 2008-2009 2009-2010
 2010-2011 2011-2012 2012-2013

Quarter : Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

(Attach photos of key components & milestones)

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

Freeway RSTI Signal Synchronization
 TDM Bikeway Pedestrian
 Transit TEA

LACMTA Area Team Representative / Project Mgr.	Name:	Alexandra Oster
	Area Team:	Gateway Cities Area Team
	Phone Number:	213-922-4825
	e-mail:	ostera@metro.net

Project Sponsor Contact / Project Manager	Contact Name:	Sumire Gant
	Job Title:	Project Manager
	Department:	Transportation Planning and Programs
	City / Agency:	City of Long Beach
	Mailing Address:	333 Ocean Blvd., Long Beach, CA 90802
	Phone Number:	562-570-6681
	e-mail:	sugant@longbeach.gov

SECTION 2: Quarterly PROGRESS REPORT

1. Project-to-Date Expenditure

% of Project Budget Expended to Date	
% of Project Completion	

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

On schedule per original LOA schedule

Less than 12 months behind original schedule

Between 12-24 months behind original schedule

More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the LOA?

Yes

No

Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

Yes

No

Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter."

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

ATTACHMENT E

Los Angeles Metropolitan Transportation Authority
2002 Federal Transportation Improvement Program (\$000)

TIP ID: LAF3713		Implementing Agency: Long Beach, City of									
Project Description: City of Long Beach Bike Share Program. Integrate bicycle and public transit services by installing 16 solar powered bicycle stations, including 160 bikes and hand bikes at transit stops and activity nodes. The public self-service bike rental program will be implemented in two pilot areas in Long Beach, the Downtown region and the California State University, Long Beach area.										SCAG RTP Project #: 1AL04 Is Model: NO Model #: PM: Sumire Gant - (562) 257-0661 Email: sumire_gant@longbeach.gov Conformity Category: EXEMPT - 93.126	
System :Local Hwy		Route :	Postmile:	Distance:	Phase: No Project Activity					Completion Date 09/30/2015	
Lane # Extd:	Lane # Prop:	Imprv Desc:			Air Basin: SCAB	Envir Doc: CATEGORICALLY EXEMPT - 06/01/2010					
Toll Rate:	Toll Colc Loc:	Toll Method:	Hov acs eg loc:		Uza: Los Angeles-Long Beach-Santa Ana	Sub-Area: Other	Sub-Region: Gateway Cities Area				
Program Code: TDM24 - TDM PROGRAMS-NON RIDEMATCHING & NON PARK & RIDE					CTIPS ID:	EA #:	PPNO:				

	PHASE	PRIOR	02/03	03/04	04/05	05/06	06/07	07/08	BEYOND	TOTAL
CITY - City Funds	PE			\$64	\$0	\$0				\$64
	RW			\$0	\$0	\$0				\$0
	CON			\$50	\$112	\$182				\$344
	SUBTOTAL			\$114	\$112	\$182				\$408
CMAQ Flex	PE			\$0	\$0	\$0				\$0
	RW			\$0	\$0	\$0				\$0
	CON			\$253	\$249	\$406				\$908
	SUBTOTAL			\$253	\$249	\$406				\$908
			TOTAL PE: \$64	TOTAL RW: \$0		TOTAL CON: \$1,252				

- General Comment: New 2009 Call for Projects
 - Modeling Comment: New project
 - TCM Comment:
 - Narrative: New Project

CITY:
 ▶ Add funds in 11/12 in ENG for \$64, CON for \$303
 ▶ Add funds in 12/13 in CON for \$381
 ▶ Add funds in 13/14 in CON for \$588
 Total project cost \$1,316

Last Revised Adoption 11-00 - APPROVED	Change reason: New project	Total Cost \$1,316
---	----------------------------	---------------------------

ATTACHMENT F
LIST OF DOCUMENTS TO BE SUBMITTED TO CALTRANS
(FOR FEDERAL FUNDED PROJECTS)

NOTE: Refer to the Local Assistance Procedure Manual (LAPM) for the Exhibits.

Request for Authorization for Preliminary Engineering (PE)

1. Copy of approved FTIP sheet.
2. Copy of LOA with LACMTA (only if RSTP, CMAQ, or Federal STIP funds are involved).
3. Field Review Form – Exhibit 7-B.
4. Preliminary Environmental Study Form (PES) – Exhibit 6-A.
5. A field review should be conducted at this stage and then the remaining documents could be submitted. During the field review all issues of the project such as Environmental & Right-of-Way (R/W) should be identified and addressed.
6. Request for Authorization to Proceed with PE – Exhibit 3-A.
7. Request for Authorization – Data Sheets – Exhibit 3-G.
8. Local Programs Agreement – Exhibit 4-A (only if the agency plans to begin invoicing for PE Phase prior to contract award).

NOTE: The portion of PE work done prior to authorization is **ineligible** for federal participation. The Master Agreement (if needed), Supplemental Agreement and PR2 will be initiated upon receiving Exhibit 4-A. Invoices will be accepted only after execution of all of these agreements. Caltrans Encroachment permit must be obtained before the Request to Proceed with Construction Phase if Caltrans R/W is involved.

Request for Authorization for Utility Relocation

1. Request for Authorization to Proceed with Utility Relocation – Exhibit 3-L.
2. Completed Project Prefix Checklist – Exhibit 3-E (if previously not submitted).
3. Finance Letter – Exhibit 3-F.
4. Request for Authorization – Data Sheets – Exhibit 3-G.
5. Local Programs Agreement Checklist – Exhibit 4-A (if not submitted previously).
6. Approved Environmental Document. (After the authorization, the following documents should be submitted).
7. Request for Specific Authorization: See Exhibit 14-A. (Utility relocation work can commence only after the approval of Specific Authorization).
8. Fully executed Utility Agreement.

Request for Authorization for R/W Phase

1. Request for Authorization to Proceed with R/W – Exhibit 3-B.
2. Completed Project Prefix Checklist – Exhibit 3-E (if previously not submitted).
3. Finance Letter – Exhibit 3-F.
4. Request for Authorization – Data Sheets – Exhibit 3-G.
5. Local Programs Agreement Checklist – Exhibit 4-A (if not submitted previously).
6. Approved Environmental Document (if not submitted previously).

Request for Authorization for Construction

1. Environmental Clearance Document.
2. R/W Certification – LAPM, Chapter 13.
3. PS&E Certification – Exhibit 12-C.
4. PS&E Checklist – Exhibit 12-D.
5. Request for Authorization to Proceed with Construction – Exhibit 3-C.
6. Project Prefix Checklist – Exhibit 3-E (if not previously submitted).
7. Preliminary Estimate.
8. Finance Letter – Exhibit 3-F.
9. Request for Authorization – Data Sheets – Exhibit 3-G.
10. Local Programs Agreement – Exhibit 4-A.

NOTE: The Local Agency **shall not** advertise the project until they receive the authorization to proceed with construction. Every local agency must also have Quality Assurance Program (QAP) – LAPM, Chapter 16.14, before advancing to Construction Phase. After a Program Supplemental Agreement, Exhibit 4-A, which includes all the phases of the project, will be mailed to the Local Agency.