

**MEMORANDUM OF AGREEMENT
COOPERATIVE TRAVEL MODEL SOFTWARE DEVELOPMENT
SANDAG AGREEMENT 5004156**

This Memorandum of Agreement ("MOA") is made and entered into this 1st day of June 2013, by and between the Atlanta Regional Commission (ARC) of Atlanta, Georgia, and the San Diego Association of Governments (SANDAG) of San Diego, California, and the Metropolitan Transportation Commission (MTC) of Oakland, California (hereinafter collectively referred to as the "MPO Partners") and the Association of Metropolitan Planning Organizations of Washington, DC (hereinafter referred to as "AMPO").

RECITALS

WHEREAS, the MPO Partners are responsible for providing travel modeling services for their respective metropolitan areas; and

WHEREAS, the MPO Partners desire to use a common travel model software platform for the implementation of their travel models; and

WHEREAS, the MPO Partners do not have the expertise and resources necessary to efficiently develop, maintain, and improve travel model software; and

WHEREAS, the MPO Partners believe it is cost effective and efficient to share costs to obtain the technical services needed for a project to develop, maintain, and improve travel model software ("Model Software Project"); and

WHEREAS, AMPO has the experience and ability to procure services for and manage a technical program on behalf of the MPO Partners, and in particular, the Model Software Project; and

WHEREAS, by entering into this MOA, the MPO Partners and AMPO intend to describe their respective responsibilities and establish a joint cooperative structure for their participation in the Model Software Project;

NOW, THEREFORE, the parties hereto agree as follows:

1. Coordination and Direction of the Model Software Project
 - a. The MPO Partners shall have the authority to direct all work performed under this MOA, including but not limited to, determining the services necessary to perform the Model Software Project, the process for procuring services related to the Model Software Project, the scope(s) of work related to the Model Software Project, the budget for the Model Software Project, the sufficiency of deliverables related to the Model Software Project, and the term of contracts entered into for purposes related to the Model Software Project.

- b. AMPO shall have the authority to procure services and enter into and administer contracts related to the Project on behalf and at the direction of the MPO Partners.
- c. The MPO Partners shall attempt to reach a consensus on all decisions; when unanimity cannot be reached, a vote will be taken of all members and a simple majority of members will carry; and the MPO Partners shall reach agreement on the procedures for such a vote.

2. Duties of MPO Partners

- a. Subject to the availability of funding and approval of their respective governing bodies, the MPO Partners agree to provide funding for their respective shares of costs related to the Model Software Project in a timely manner.
- b. The MPO Partners agree to attend all meetings related to the Model Software Project, via conference call, after reasonable prior notice.
- c. The MPO Partners agree to provide direction to AMPO in good faith and cooperation to achieve the objectives of this MOA.

3. Duties of AMPO

- a. AMPO agrees to procure at the direction of the MPO Partners and contract with consultants selected by the MPO Partners to collect deliverables as generally described in Attachment 1 - Deliverables.
- b. AMPO agrees to establish a 15.1 percent Disadvantaged Business Enterprise (DBE) goal for this procurement.
- c. AMPO agrees to monitor the progress of consultant work and provide information on such progress to the MPO Partners.
- d. AMPO agrees to call, schedule, and chair meetings, including those deemed necessary by the MPO Partners, and provide meeting notices and working agendas.
- e. AMPO agrees to coordinate and communicate with consultants and MPO Partners.
- f. AMPO agrees to receive invoices from consultants and process appropriate payments in a timely manner.
- g. AMPO agrees to maintain billing accounts and financial records during and for three (3) years after the completion of this MOA and to produce same to the MPO Partners upon request.
- h. AMPO agrees to abide by all federal contracting standards related to the use of money and resources from the United States Federal Government.

- i. AMPO will provide a draft Request for Proposals to the MPO Partners for review and approval prior to issuance.
- j. AMPO will provide a complete draft consultant contract to the MPO Partners for review and approval prior to execution.

4. Cost Share by the MPO Partners

- a. Subject to annual budget decisions and the approval of their respective governing bodies, each of the MPO Partners intends to provide \$27,500 (twenty-seven thousand five hundred dollars) in Year 1, \$35,000 (thirty-five thousand dollars) in Year 2, and \$35,000 (thirty-five thousand dollars) in Year 3.
- b. The parties intend that AMPO shall receive compensation for its duties as generally described herein with respect to the Model Software Project and in an amount that will be determined, which will not exceed 10 percent (10%) of the funding amount of total project costs. AMPO compensation shall be apportioned from the funding described in 4a.
- c. The parties intend for AMPO to invoice each MPO once annually for the funding described in 4a. The MPO Partners will review and advise AMPO on contracted deliverables for approval of payments throughout the life of the project. AMPO shall submit the first invoice upon execution of this MOA. AMPO will invoice each of the MPO Partners annually on January 1, 2014, and January 1, 2015, for the second and third year's funding. AMPO will not enter into a contract with a selected vendor until payment is received from each partner.
- d. The MPO Partners agree that the cost of all work related to the Model Software Project shall be shared equally.
- e. The MPO Partners agree that AMPO shall not be responsible for fronting funds for billings of consultants retained for the Model Software Project.

5. General Provisions

- a. All obligations of the parties hereto under this MOA are subject to the appropriation of resources by their respective governing bodies.
- b. Nothing in this MOA shall be construed as empowering any party hereto to exercise any function properly residing with any other party hereto.
- c. To the extent allowed by law, each party shall indemnify, defend, and hold harmless the other parties and their officers, officials, governing board members, employees, and agents from and against any and all liability, loss, damage, expense, cost, including without limitation, cost and fees of litigation (including reasonable attorneys' fees), of every nature to the extent such liability, loss, damage, expense, or costs arise out of, or are in any way connected to, any actions of indemnifying party's officers, agents, contractors, and

employees related to this Agreement, except for the sole negligence or willful misconduct of the party seeking indemnification. This indemnity shall survive the termination of this Agreement.

6. Term

- a. This MOA shall become effective as of the date first written above and shall continue in full force and affect until December 31, 2015. Each of the MPO Partners acknowledges that AMPO's performance hereunder is expressly conditioned upon the continued cooperation of all MPO Partners.
- b. This MOA may be terminated by any party at any time by providing written notice to all other parties upon thirty (30) days written notice to all other parties hereto.
- c. All notices or other communications to the MPO Partners and AMPO shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To MTC: Attention: David Ory
Metropolitan Transportation Commission
101 Eighth Street
Oakland, CA 94607-4700
Email: david.ory@mtc.ca.gov
Phone: (510) 817-5755

To SANDAG: Attention: Clint Daniels
San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
Email: clint.daniels@sandag.org
Phone: (619) 699-6946

To ARC: Attention: Guy Rousseau
Atlanta Regional Commission
40 Courtland Street, NE
Atlanta, GA 30303-2538
Email: grousseau@atlantaregional.com
Phone: (404) 463-3274

To AMPO: Rich Denbow
Association of Metropolitan Planning Organizations
444 North Capitol Street, NW, Suite 345
Washington, DC 20001
Email: rich.denbow@amponet.org
Phone: (202) 624-3680

IN WITNESS WHEREOF, the parties have hereto executed this MOA as of the date first above written.

ASSOCIATION OF METROPLANNING ORGANIZATIONS



By:

Name: DELANIA HARDY

Title: Executive Director

METROPOLITAN TRANSPORTATION COMMISSION

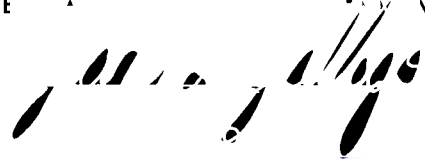


By:

Name: STEVE HEMINGER

Title: Executive Director

SAN DIEGO METROPLANNING ORGANIZATIONS

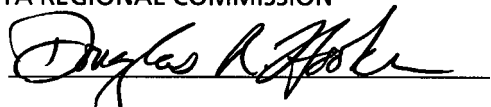


By:

Name:

Title: Executive Director

ATLANTA REGIONAL COMMISSION



By:

Name: DOUGLAS R. HOOKER

Title: Executive Director

**ATTACHMENT 1
DELIVERABLES
FOR
CONSOLIDATED CT-RAMP DEVELOPMENT AND ENHANCEMENT**

- Memo outlining the common and unique components of each Coordinated Travel - Regional Activity-Based Modeling Platform (CT-RAMP) implementation.
- Unified Modeling Language Diagrams including Object Diagrams, Activity Diagrams, and Use Cases necessary to convey the new software architecture and engineering design.
- Recommendations to partner MPOs for data or business process enhancements necessary to consolidate CT-RAMP implementations.
- Recommend and implement a testing framework and continuous integration platform for the new software.
- Project backlog identifying all tasks necessary to develop a consolidated CT-RAMP software package.
- Framework for releasing new version of CT-RAMP compatible with the model system integration needs of each partner MPO.
- Fully functional integrated CT-RAMP implementation that meets the goals and objectives laid out by the partner MPOs.
- Complete Application Programming Interface documentation of integrated CT-RAMP implementation.
- Integrated CT-RAMP End User Guide.