

**REGIONAL RIDESHARE CONSOLIDATED DATABASE PROJECT  
MEMORANDUM OF UNDERSTANDING NO. 21-1002573**

This MOU is entered into between LACMTA, OCTA, RCTC, SBCTA and VCTC for the Regional Rideshare Consolidated Database Project (the “Project”).

1. **WHEREAS**, SBCTA has entered into Contract No. 19-1002203 with Trapeze, whereby Trapeze provides regional rideshare software to support a regional rideshare database.
2. **WHEREAS**, the Parties have entered into a Regional Rideshare Software Agreement.
3. **WHEREAS**, the Parties desire to enter into this MOU as part of the effort to merge the regional rideshare databases allowing for a Consolidated Database and establish the roles and responsibilities of the Parties for the Project.
4. **WHEREAS**, SBCTA has agreed to perform services necessary to implement the Project through its Contract with Trapeze on the terms and conditions contained herein;

NOW, THEREFORE, the parties to this MOU agree to the following terms and procedures:

**1. DEFINITIONS**

- A. **Commuter Account Data** - Data related to rideshare participants including, but not limited to, PII
- B. **Confidential Information** - Log-in information and all Software, Data and PII
- C. **Consolidated Database** - 5-county regional rideshare database
- D. **Employer Data** - Data related to employer participants in any Party’s rideshare program
- E. **ETC** - Employer Transportation Coordinator
- F. **Initial Term** - Effective as of the date signed by all Parties through July 31, 2021
- G. **Key Personnel** - Designated by the Parties and authorized to access the Consolidated Database
- H. **LACMTA** - Los Angeles County Metropolitan Transportation Authority
- I. **MOU** - Memorandum of Understanding
- J. **OCTA** - Orange County Transportation Authority
- K. **Parties** - LACTMA, OCTA, RCTC, SBCTA and VCTC collectively
- L. **Party** - LACTMA, OCTA, RCTC, SBCTA and VCTC individually
- M. **PII** - Personally Identifiable Information of rideshare participants, including names, phone numbers, home address, employer and work address, email addresses, and any other information that could be used to identify a person
- N. **Primary county rideshare service provider for commuters** – Assigned by commuter home destination
- O. **Primary county rideshare service provider for employers** – Assigned by employers work destination
- P. **RCTC** - Riverside County Transportation Commission
- Q. **Regional Rideshare Software Agreement** - Agreement No. 21-1002572 for SBCTA’s provision of the regional rideshare software on behalf of LACMTA, OCTA, RCTC and

VCTC.

- R. **Regional rideshare software** - Services and licenses software to support a regional rideshare database
- S. **Renewal Term(s)** - Additional one year periods following the Initial Term
- T. **Rideshare service provider** - For employers with multiple sites, the location of the applicable ETC or employer's headquarters dictate which Party is the rideshare service provider
- U. **SBCTA** - San Bernardino County Transportation Authority
- V. **The Project** - Implementation and operation of the Consolidated Database
- W. **Trapeze** - Trapeze Software Group, Inc.
- X. **VCTC** - Ventura County Transportation Commission

## **2. SCOPE OF SERVICES**

- A. SBCTA shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, necessary to fully and adequately perform the merger of the two existing rideshare databases. SBCTA will perform the merger at no cost to LACMTA, VCTC or OCTA. RCTC will share in certain costs related to the Project, as per the Regional Rideshare Software Agreement related to such cost sharing.
- B. Once the merger of the databases has been completed, the Parties agree to participate in quarterly meetings to ensure program continuity and agreed upon software changes and updates to ensure mutually beneficial upgrades for all Parties. Additional meetings can be requested by the Parties as needed.

## **3. TERM**

The Agreement shall be effective as of the date signed by all Parties. Upon expiration of the Initial Term the **MOU** shall automatically renew for additional Renewal Terms. Any Party may withdraw from the MOU at any time by providing the other Parties with written notice of such withdrawal 30 days prior to such withdrawal. Subject to such withdrawal, the Parties shall retain data as identified in Section 8, Ownership of Materials/Equipment/Confidentiality/Use of Data.

## **4. DEFAULT**

A Default under this MOU is defined as any one or more of the following: (i) A Party fails to comply with the terms and conditions contained herein; or (ii) A Party fails to perform its obligations set forth in this MOU.

## **5. REMEDIES**

Any Party that fails to comply with its obligations regarding access to the Consolidated Database, or use and maintenance of PII and other confidential information, as defined below, following written notice of such Default, shall be immediately restricted from access to the Consolidated Database

until the Parties agree on and implement a plan for correction. The Parties shall not unreasonably withhold approval of such plan.

In the event of a Default by any Party not addressed as set forth above, any non-Defaulting party(s) shall provide written notice of such Default to the party in Default providing a 30-day period to cure the Default. In the event the Defaulting party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of the non-Defaulting party(s), such non-Defaulting party(s) may terminate their participation in the MOU. The remedies described herein are non-exclusive. The Parties have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

## **6. INDEMNITY**

No Party nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by any other Party, or such other Party's contractors, sub-contractors, and/or its agents under or in connection with any activity covered by this MOU. It is understood and agreed that each Party, to the extent permitted by law, will defend, indemnify, and save harmless all other Parties and all of their respective officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, or other theories and assertions of liability occurring by reason of: (i) the indemnifying Party's breach of any obligations under this MOU; or (ii) any negligent act, omission or willful misconduct of the indemnifying Party, or its officers, agents, employees, contractors or subcontractors in connection with the Project; use or storage of any data accessed through the Consolidated Database contrary to the provisions of this MOU.

## **7. SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE**

- A. Software Licensing for the computer software and products required under this MOU shall be in accordance with the Regional Rideshare Software Agreement, the provisions of which shall control over the terms of this MOU. For the purposes of this MOU, the below terms are defined as follows:
1. **Software**: The software programs and products developed or to be developed and delivered to the Parties under the Regional Rideshare Software Agreement.
  2. **Data**: The information, whether in hard copy, database, keypunch or other formats, which is used as input to the Software or which is or has been generated, collected, analyzed, created, prepared or developed by Trapeze, or its respective subcontractors for the performance of the Project, which is used by the Parties for the Project.
- B. The following rules shall apply to all Data:
1. The Parties shall hold the Data in confidence, shall use and disclose Data only as expressly authorized in the Regional Rideshare Software Agreement, herein, and only to its employees, agents or sub licensees to whom disclosure is necessary or appropriate for the performance and exercise of its rights hereunder, or as required by

law, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.

2. The Parties shall not sell, license or otherwise transfer any interest in the Data or other materials in some manner developed for utilization in the Program, without the prior written permission of each Party's Executive Officer or designee.
- C. Notwithstanding the foregoing, rideshare participant data, including PII, may be used and disclosed without prior written permission for ridesharing and ridematching purposes in accordance with each respective Party's rideshare program, and the requirements herein. Such data and PII is knowingly and voluntarily provided by participants for purposes of ridesharing and ridematching.

## **8. OWNERSHIP OF MATERIALS/EQUIPMENT/CONFIDENTIALITY/USE OF DATA**

- A. Ownership and Use Rights. Ownership and the right to use all documents, Data, Software and materials shall be in accordance with the Regional Rideshare Software Agreement.
- B. Use of Data. As a user of the Consolidated Database, Data is accessible to the Parties in electronic media as outlined in the Regional Rideshare Software Agreement. Subject to the limits below, Data is accessible 24 hours, 7 days a week to all Parties to input, use, access and manipulate the Data to prepare reports and perform other ridematching functions contemplated by this MOU, or part of a Party's rideshare program. If electronic access to Data is interrupted for a Party(s), Data owned by the Party(s) as outlined below shall be provided upon availability to the Party(s) but no later than 30 days after a written email request has been made to SBCTA or, at the direction of SBCTA, to Trapeze. All Data shall be delivered electronically in electronic media format.

It is the intent of the Parties that Commuter Account Data and Employer Data be accessible as detailed above, subject to the following:

1. A Party shall have access to and shall have non-exclusive ownership of any:
  - i. Commuter Account Data for commuters originating in the county of that Party, regardless of the commuter's destination.
  - ii. Commuter Account Data for commuters destined for an employer in the county of that Party, regardless of the home address of the commuter.
  - iii. All Employer Data for employers located within the county of that Party.
  - iv. All Employer Data for employers with commuter accounts originating in the county of the Party.

Upon expiration or termination of this MOU, each Party shall have the right to retain files associated with the Party, as detailed above, including PII, on the condition that any Party exercising this right shall be solely responsible for maintaining the confidentiality and

security of such PII.

- C. Maintenance of Data. The Parties agree to cooperatively develop standard operating procedures which address data maintenance, such as but not limited to, unsubscribing, purging, deletion or modification of Commuter Account and Employer Data.

## **9. SAFEGAURDING PERSONALLY IDENTIFIABLE INFORMATION**

- A. The Parties acknowledge that the Data may include PII of rideshare participants. Furthermore, as is customary for this program, participants are not allowed to use their social security number and/or driver's license number, in whole or in part, as a personal identifier. Therefore, the PII in the Consolidated Database is not intended to contain social security or driver's license information.
- B. The Parties warrant and certify that they, and their third party contractors that administer or may assist in administering their rideshare programs, will only use PII for the operation and management of the Project or respective rideshare program, and will not sell or otherwise provide PII to any person or entity for any other purpose, and that they will observe security measures meeting reasonable industry standards. The Parties further warrant that they will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and their own respective agencies relating to the handling and confidentiality of PII and agree to, consistent with Section 6, Indemnification, indemnify any other Party against any loss, cost, damage or liability by reason of a Party's, or its third party contractor's, violation of this provision.
- C. Each Party shall immediately notify the other Parties when it discovers that there may have been a breach in security which has or may have resulted in compromise to the PII. For purposes of this section, immediately is defined as within two hours of discovery.

## **10. KEY PERSONNEL**

Each Party shall designate in writing Key Personnel authorized to access the Consolidated Database. Key Personnel shall be granted log-in information to enable access to the Consolidated Database. Key Personnel shall use Confidential Information only for regional rideshare purposes and shall not otherwise disclose or share such log-in information, or any other Confidential Information, with any individual or party not authorized to access the Consolidated Database. Each Party shall share the name(s) of its Key Personnel with all other Party's on an annual basis.

Each Key Personnel shall execute a Non-Disclosure and Confidentiality Agreement, in a form to be agreed upon by the Parties, prior to accessing the Consolidated Database.

## **11. ASSIGNING "PRIMARY COUNTY RIDESHARE SERVICE PROVIDER"**

- A. The Parties agree to utilize a home destination basis for assigning "primary county rideshare service provider" for commuters.

- B. The Parties agree to utilize a work destination basis for assigning “primary county rideshare service provider” for employers.
- C. For employers with multiple sites, the location of the applicable ETC or employer’s headquarters shall dictate which Party shall be considered the “rideshare service provider”.

**12. OTHER TERMS AND CONDITIONS**

- A. This MOU, along with its Attachments, constitutes the entire understanding among the Parties with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the Parties.
- B. In the event that there is any legal court (e.g., Superior Court of the State of California or the U.S. District Court for the Central District of California) proceeding between any two or more of the Parties to enforce or interpret this MOU, 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.
- C. No 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 others of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU.
- D. No Party may assign this MOU, or any part thereof, without prior written approval of all other Parties, and any assignment without said consent shall be void and unenforceable.
- E. This MOU shall be governed by California law. 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.
- F. 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.
- G. Notice will be given to the Parties at the address specified below, unless otherwise notified in writing of change of address.
- H. All rights and obligations hereunder that by their nature are to continue after any withdrawal from, expiration or termination of this MOU, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such withdrawal, expiration or termination.

- I. This MOU may be executed in counterparts, each of which shall constitute an original. A manually signed copy of this MOU which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU for all purposes. This MOU may be signed using an electronic signature, provided such electronic signature complies with Government Code § 16.5 and the Uniform Electronic Transactions Act, Civil Code §§ 1633.1 et seq.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Phillip A. Washington                      Date  
Chief Executive Officer

**APPROVED AS TO FORM:**

Rodrigo A. Castro-Silva  
County Counsel

By: \_\_\_\_\_  
Deputy    Date





IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Anne Mayer Date  
Executive Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger, LLP Date

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Raymond W. Wolfe                      Date  
Executive Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Julianna K. Tillquist                      Date

