



Metro

Los Angeles County
Metropolitan Transportation Authority

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Los Angeles, CA 90012-2952

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REVISED
EXECUTIVE MANAGEMENT COMMITTEE
OCTOBER 18, 2012

SUBJECT: DESTINATION DISCOUNT PROGRAM

ACTION: AUTHORIZE MOU

RECOMMENDATION

Authorize execution of a Memorandum of Understanding between the Los Angeles County Metropolitan Transportation Authority and the County of Los Angeles for inclusion of the County in Metro's Destination Discount Program.

ISSUE

The Destination Discount Program is a cross promotional program in which Metro promotes using transit to reach local restaurants, retailers, attractions and events, and in return those entities provide a discount or added value opportunity to Metro's riders as well as to its employees and retirees.

Working with the County of Los Angeles, Metro has developed a Memorandum of Understanding (Attachment A) to enable County employees to take advantage of these Destination Discounts when they present their County employee identification badges.

Extending the program to LA County employees offers Metro the opportunity to promote ridership to an expanded audience while making participation in the program more attractive to our Destination Discount partners.

DETERMINATION OF SAFETY IMPACT

The Destination Discount Program does not affect the incidence of injuries or healthful conditions for patrons or employees. Therefore, approval of this MOU will have no impact on safety.

FINANCIAL IMPACT

The labor and other costs associated with implementing the MOU are included in the FY13 budget. This MOU does not involve any **additional** expenses or revenues or draws **additional** funds from a project or cost center budget.

ALTERNATIVES CONSIDERED

1. Decline to authorize the MOU. This is not recommended as this arrangement is done at no cost and provides advantages both to Metro and LA County employees.

NEXT STEPS

The subject MOU will be executed and the Destination Discount program will be expanded per the MOU.

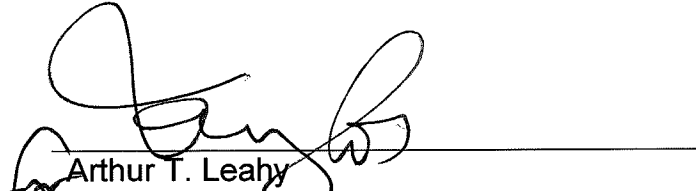
ATTACHMENT

- A. Memorandum of Understanding – Destination Discount Program

Prepared by: Fran Curbello, Communications Manager, 213-922-5608



Lynda Bybee
Interim Chief Communications Officer



for Arthur T. Leahy
Chief Executive Officer



MEMORANDUM OF UNDERSTANDING

BETWEEN

**COUNTY OF LOS ANGELES
THROUGH
THE CHIEF EXECUTIVE OFFICE**

AND

**THE LOSANGELESCOUNTY METROPOLITAN AUTHORITY
FOR COUNTY'S INCLUSION IN THE DESTINATION DISCOUNT PROGRAM**

Prepared by:

Chief Executive Office
Office of Workplace Programs
500 W. Temple St., 7th Floor
Los Angeles, CA90012

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") by and between the **County of Los Angeles**, through its Chief Executive Office ("County"), and the **Los Angeles County Metropolitan Transportation Authority** ("LACMTA"), is made as of this ___ day of October, 2012 ("Effective Date"), to extend LACMTA's Metro Destinations Discount Program to employees of the County.

RECITALS

WHEREAS, The Metro Destination Discount Program is a cross promotional barter program, whereby LACMTA provides local businesses or events ("Promotional Partners") with free promotional advertising for their businesses or events, in designated LACMTA promotional material, in return the business or event provides Metro employees, retirees, and riders with a discount or added value opportunity; and

WHEREAS, LACMTA developed the Metro Destination Discounts Program to support ridership goals for the agency; and

WHEREAS, County has 100,000+ employees; and

WHEREAS, LACMTA believes extending the program to County employees would further support ridership goals by allowing LACMTA to promote the program to a larger audience and developing relationships with new Promotional Partners; and

WHEREAS, the Los Angeles County Board of Supervisors and the LACMTA Board of Directors desire to extend the Metro Destination Discounts Program to employees of County; and

NOW, THEREFORE, it is mutually understood and agreed by County and LACMTA as follows below.

TERMS & CONDITIONS

1. **Term.** The term of this MOU ("Term") shall commence on the Effective Date and shall run until such time as this MOU is terminated by any of the parties as provided herein.
2. **Scope of Work.** The parties shall undertake the obligations set forth in the Scope of Work (Attachment "A").
3. **Promotional Partners.** LACMTA makes no guarantee that the Promotional Partners will extend the Destination Discounts to County Employees. Failure of Promotional Partners to honor the discounts for County employees will not constitute a breach of this Agreement by LACMTA.

4. **Marks and Logos.** Each party will have the right to use the other party's marks and logos with prior approval in connection with the promotions and discounts contemplated in this MOU. County and LACMTA agree that neither party will use any mark or logo of the other party without first giving the owner of the mark or logo the opportunity to review the copy and reject any use of the mark or logo that does not meet with such party's approval, provided that such approval may not be unreasonably withheld.
5. **Intellectual Property.** County and LACMTA each have the exclusive right to certain names, logos, trademarks, service marks, and other identifications ("Party Marks"), and County and LACMTA agree that neither shall use the other's Party Marks except as contemplated in this MOU without the express written consent of the other party.
6. **Indemnity** County and LACMTA shall indemnify, defend and hold harmless each other, their Special Districts, directors, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, allegations, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with any acts, obligations and/or omissions arising from, related to or agreed to in this MOU. This Paragraph shall survive termination of this MOU.
7. **Termination** This MOU may be terminated by any party for any reason after thirty (30) days written notice thereof.
8. **Notices.** Any notice or other communication required hereunder shall be in writing and delivered by: (a) overnight courier or U.S. registered or certified mail; and (b) a copy sent by facsimile. Such notices shall be deemed given on the date of delivery thereof, and shall be provided to:

County of Los Angeles Chief Executive Office 500 W. Temple Street Room B-1 Los Angeles, CA 90012 Attn: Director, Workplace Programs Fax: 213-633-4694	Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA90012 Attn: Fran Curbello, Communications Manager Promotions and Special Events Fax: 213 922-5654
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9. **Rights Reserved.** All rights not specifically granted in this MOU are expressly reserved by each party.
10. **Choice of Law / Venue** This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

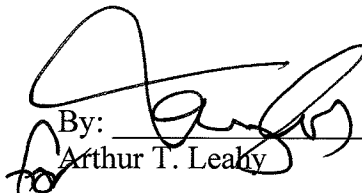
11. **Entire Agreement.** This MOU sets forth the entire agreement between the parties, superseding all prior agreements, MOUs and understandings, either written or oral, and may not be altered or modified except by a writing signed by the parties.
12. **Amendments.** This MOU may be modified or waived only by a separate writing signed by both parties. No consent or waiver, express or implied, by either party of any term or condition of this MOU, or any breach thereof, shall be construed as a consent to or waiver of such term or condition or any other term or breach thereof; nor shall any waiver of any default under this MOU be construed as a waiver of any subsequent such default or other default.
13. **Validity.** The invalidity or unenforceability of any provision or portion of this MOU shall, as far as possible, not affect the validity or enforceability of the other provisions or portions of this MOU.
14. **Waiver.** No waiver by the parties of any breach of any provision of this MOU shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this MOU shall not be construed as a waiver thereof. The rights and remedies set forth in this MOU shall not be exclusive and are in addition to any other rights and remedies provided by law.
15. **Execution of MOU.** This MOU may be executed in two or more counterparts or by facsimile or PDF signature (or both), each of which will be deemed to be an original, but all of which will constitute one and the same MOU.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, by their proper officers thereunto duly authorized, the day and year first above written.

County of Los Angeles,
Chief Executive Office

**Los Angeles County Metropolitan
Transportation Authority**

By: _____
William T Fujioka
Chief Executive Officer

By:  _____
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

Office of the County Counsel
JOHN F. KRATTLI

Deputy

Attachment A

Scope of Work

Overview:

The Metro Destination Discount Program is a cross promotional barter program, whereby LACMTA provides local businesses or events with free promotional advertising for their businesses or events in designated LACMTA promotional material. In return, the business or event provides LACMTA employees, retirees, and riders with a discount or added value opportunity.

The introduction of the Metro Destination Discount program to County employees ("LA County Employees") will enable County employees to take advantage of hundreds of discount opportunities throughout LA County when they present their County employee identification badge ("LA County ID badge").

For LACMTA, the extension of the program presents an opportunity to increase ridership, develop more Metro Destination Discounts partners within the County and for all discount participants an opportunity to learn about using the Metro system by building awareness for the ease, comfort and user friendly alternative to driving.

LACMTA Obligations:

1. As creator of the Metro Destination Discount Program, LACMTA will continue to act as the project manager and will be responsible for maintaining partnerships with current Promotional Partners and for negotiating new promotional opportunities with new local businesses.
2. LACMTA will notify current and new Promotional Partners of the addition of LA County Employees to the program and will explain that the LA County ID badge will now be accepted as valid proof to receive discount opportunities.
3. LACMTA will include an exemplar LA County ID badge on the Metro Destination Discount pages and in all copy communication on webpages.
4. LACMTA will develop a promotional icon/tool to represent the Metro Destination Discount program for introduction to County employees, promotional partners, and LACMTA employees. This icon will be used as a window clinger for businesses and entertainment venues to display who are included in the Metro Destination Discount program along with a QR code identifying that business location as a Metro Destination Discount location. The QR code allows people to access Metro Destination Discounts through their smart phone or android to determine the discount offered at that location. The icon will be included on all of the marketing and promotional materials associated

with the program to develop a program branding element and generate awareness for the program.

County Obligations:

1. County will notify LACMTA if approached by local businesses about promotional opportunities.
2. County will link its web page directly to the Metro Destination Discount page where all special offers will be promoted and linked to information about LACMTA transportation related projects and programs.
3. County will make existing informational assets available to LACMTA to promote existing and new Metro Destination Discounts to County employees, including but not limited to: web channels, blogs, e-blasts, newsletters, flyers, County web and cable channels.

LACMTA and County Shared Obligations

1. LACMTA and County will develop information avenues between the two organizations to promote both existing Metro Destination Discounts Partners and new local businesses or events to all of the County employees.
2. LACMTA and County will work together to develop an informational system to promote existing and new Metro Destination Discounts to County employees through existing information avenues, which will include (but not limited to) the following: web channels, blogs, e-blasts, newsletters, flyers, County web and cable channels and other promotional avenues as identified.
3. LACMTA web team and County IT department meet to discuss web interface of the two agencies and to handle and develop best strategies for functionality.
4. LACMTA and County will develop a marketing plan to build awareness of the Metro Destination Discount Program.
5. LACMTA and County develop a working plan on how to promote the Metro Destination Discounts to County employees and develop a plan and schedule on how to share information and promotional updates for County employees.
6. County and LACMTA develop a plan for sharing discount information and building awareness to promote the benefits of the Metro Destination Discount program to County employees and promotional benefits to promotional partners.
7. County and LACMTA develop an action plan to continue to promote Metro Destination Discounts to County employees for a minimum of 30 days through County

informational channels and by including the Metro Destination icon on County collateral materials and website.

8. County and LACMTA develop internal holiday campaign to build awareness for the Metro Destination Discount program to include County employees, LACMTA employees, promotional discount partners and promoted to program users.

9. County and LACMTA continue to meet to develop internal campaigns, problem solve issues with program and to continue to build awareness and promote the Metro Destination Discount program to LA County and LACMTA employees along with promotional partners.