

**Memorandum of Understanding
Among the Southern California Association of Governments, the Los Angeles
County Metropolitan Transportation Authority, and Los Angeles County Transit
Operators**

RECITALS

WHEREAS, the Southern California Association of Governments (SCAG) is a joint powers agency formed pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (section 6500 et seq.) and is the Metropolitan Planning Organization (MPO) recognized under 23 U.S.C. 134;

WHEREAS, SCAG is required pursuant to federal and state law to prepare, adopt and submit a Regional Transportation Plan (RTP);

WHEREAS, SCAG pursuant to state and federal law is required to prepare, adopt and submit a multi-year Regional Transportation Improvement Program (RTIP);

WHEREAS, SCAG is required pursuant to state and federal law to coordinate its planning activities with stakeholders, including County Transportation Commissions (CTCs) and is specifically required pursuant to 23 Code of Federal Regulation 450.310(b) to enter into agreements with operators of publicly owned transit services to specify cooperative procedures for carrying out transportation planning (including corridor and sub area studies) and programming;

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) is a County Transportation Commission created pursuant to Public Utilities Code section 130050 and is charged pursuant thereto for approval of all projects in Los Angeles County utilizing federal and state highway and transit funds and is responsible for transportation programming and long and short range planning in Los Angeles County;

WHEREAS, Metro is the Regional Transportation Planning Agency (RTPA) for Los Angeles County, the state counterpart to the federal MPO designation;

WHEREAS, Metro is the regional transit operator for Los Angeles County, created pursuant to Public Utilities Code section 130050; and the undersigned transit operators and the undersigned paratransit operator (collectively, "Transit Operators") provide transit service within Los Angeles County; and

WHEREAS, SCAG, Metro, and Transit Operators desire to utilize this Memorandum of Understanding (MOU) to specify cooperative procedures for carrying out transportation planning and programming as required by 23 CFR 450.310(b) and any successors thereto.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS PROVIDED FOR THEREIN, SCAG, METRO, AND TRANSIT OPERATORS HEREBY AGREE AS FOLLOWS:

Section I

PLANNING AND COORDINATION PROCESS

- 1.1 SCAG's Role:** SCAG is the agency with the overall responsibility for continuous, comprehensive and coordinated regional transportation planning in the six county SCAG region. In accordance with applicable federal and state law these responsibilities primarily include but are not limited to preparation and adoption of the RTP and RTIP.
- 1.2. Metro's County Transportation Commission Role:** Metro is responsible for continuous, comprehensive and coordinated transportation planning and project implementation within Los Angeles County. These responsibilities include but are not limited to the development and adoption of the Long Range Transportation Plan (LRTP) and County Transportation Improvement Program (TIP) for Los Angeles County, development of corridor and sub-regional studies, and for allocating transit funds to Los Angeles County transit operators. Metro will coordinate with Transit Operators in meeting its countywide transportation planning responsibilities. Metro is also responsible for ensuring that the transit projects, plans and programs identified in Metro's LRTP and County TIPs for Los Angeles County are recommended to SCAG for inclusion in the RTP, RTIP, and regional transportation studies.
- 1.3. Transit Operators' Role:** Transit Operators are responsible for coordinating with Metro regarding their capital and operating needs and submittal of projects for inclusion into the TIP and LRTP for Los Angeles County.
- 1.4 Certification and Assurances:** Each party shall comply with the following requirements in carrying out their respective responsibilities under this MOU:

 - (1) Title VI of the Civil Rights Act of 1964, as amended, 49 U.S.C. 5332, 42 U.S.C. 2000d, and the United States Department of Transportation (U.S. DOT) implementing regulations, 49 C.F.R. Part 21, and related federal guidelines including but not limited to Federal Transit Administration (FTA) Circular 4702.1 and any successors thereto; and
 - (2) The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., U.S. DOT implementing regulations, 49 C.F.R. parts 27, 37, and 38, and any successors thereto.

1.5 Coordination Process: SCAG shall engage in a consultative process with Metro and Transit Operators in the regional transportation planning process to ensure that Los Angeles County transportation needs are considered, consistent with applicable law and regulations.

- a. SCAG will provide timely notice of the opportunity to comment on its Draft RTP and Draft RTIP to the parties and the opportunity to participate in Overall Work Program development.
- b. SCAG shall continue maintaining the Regional Transit Task Force or a successor group, to provide a forum for Metro, other CTCs, and Transit Operators, to participate in the regional planning process.
- c. Metro agrees to participate in SCAG's Plans and Programs Technical Advisory Committee or any successor group established to serve the same function which shall also serve as a forum to ensure that local transportation projects, plans and programs are effectively integrated into the RTP and RTIP updates.
- d. The Executive Officers of SCAG and the CTCs shall continue to meet regularly to ensure executive coordination of regional/county/local transportation issues, including issues regarding transit coordination.
- e. Metro and Transit Operators, with the exception of Access Services Inc., will participate in the Bus Operations Subcommittee of the Metro Technical Advisory Committee or any successor group as a forum for ensuring that Transit Operators' plans, programs, studies, and other issues are integrated into the county and regional transportation planning process.
- f. Access Services Incorporated (ASI), the Consolidated Transportation Services Agency for Los Angeles County and the administrator of the Los Angeles County Coordinated Paratransit Plan, will participate in the Local Transit Service Subcommittee of the Metro Technical Advisory Committee or any successor group as a forum for ensuring that Transit Operators' plans, programs, studies, and other issues are integrated into the county and regional transportation planning process.
- g. Metro and Transit Operator general managers will participate in the General Manager's Group or any successor group as a forum for executive coordination, ensuring that Transit Operators' plans, programs, studies, and other issues are integrated into the county and regional transportation planning process.
- h. Metro will provide Transit Operators the opportunity to include projects in the TIP and LRTP for Los Angeles County. Projects and programs adopted by the Metro Board in the Los Angeles County TIP and LRTP shall be submitted to SCAG and recommended for inclusion in the RTIP and RTP, respectively.

Section 2

General Provisions

- 2.1 Term of Agreement:** This Agreement shall be effective as to each party on the date such party executes this Agreement, and continues in full force until such party withdraws from this Agreement pursuant to Section 2.5 below or this Agreement is terminated by SCAG upon thirty (30) days prior written notice.
- 2.2 Drafting:** This MOU has been prepared by all parties and has been reviewed and endorsed by each.
- 2.3 Amendments:** This MOU may be amended only by the execution by all parties of a written amendment.
- 2.4 Indemnity:** Each of the parties to this MOU is a public entity. Pursuant to Government Code Section 895.4, each party shall indemnify, defend and hold each of the other parties, and their respective officers, agents and employees harmless from and against any liability and expenses, including 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 property, any legal fees and any claims for damages attributable only to performance of the responsibilities as set forth in Section 1 (Planning and Coordination Process) of this MOU by the indemnifying party (Indemnitor) or its officers, agents employees, contractors and subcontractors under this MOU, except to the extent caused by the negligence or willful misconduct of an indemnified party (Indemnitee).
- 2.5 Withdrawal:** Any party may withdraw from this MOU upon ninety (90) days written notice to each party, providing that the notice of withdrawal set forth the effective date of withdrawal and the reason for withdrawal. Additionally, the notice of withdrawal shall provide that the parties during the period prior to the effective date of withdrawal shall meet to try to resolve any dispute. In the event that the withdrawal is for cause, the withdrawal shall not be effective if the party cures the default in its performance within the ninety day period. SCAG shall notify FTA of the withdrawal from this MOU of any party.
- 2.6 Jurisdiction and Venue:** This MOU shall be deemed an Agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in Los Angeles County, California.

2.7 Non-assignment: No party may assign this MOU, or any part thereof, without the written consent of each party to this MOU.

2.8 Notice: Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Executive Director
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, California 90017-3435

Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012-2952

Los Angeles County Transit Operators (Exhibit A)

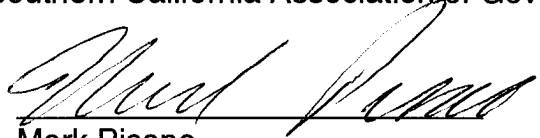
2.9 Order of Precedence: In the event of a conflict between and among this MOU and Exhibit A, the order of precedence shall be:

Amendments to the MOU
MOU
Exhibit A

2.10 Counterparts: This MOU may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives on the dates set forth below.

The Southern California Association of Governments

By: 
Mark Pisano
Executive Director


Date: 3/15/07

Approved as to Form:


Joanna Africa
Acting Director of Legal Services

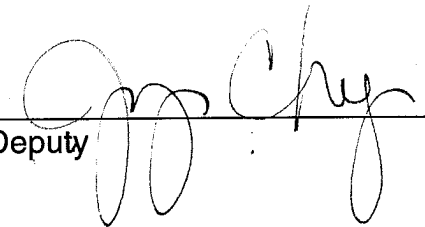
Date: 3/15/07

Los Angeles County Metropolitan Transportation Authority

By: 
Roger Snoble
Chief Executive Officer

Date: 3-29-07

Approved as to form:
Raymond G. Fortner, Jr.
County Counsel


Deputy

Date: 3/23/07


Antelope Valley Transit Authority

By: 

Randy Floyd
Executive Director

Date: 3/29/07

Approved as to form:



GENERAL COUNSEL

Date: March 28, 2007

Arcadia Transit

By: WRK
William R. Kelly
City Manager

Date: 4.11.07

Approved as to form:

Stephen P. Deitsch
Stephen P. Deitsch
City Attorney

Date: 4/3/07

Beach Cities Transit

By: _____

Terisa Price
Transit Manager

Date: _____

Approved as to form:

JPH

Date: _____

Mike Gin
Mayor

ATTEST:


Cecilia Mayano
CITY CLERK

Claremont Dial-A-Ride

By: 
Scott Carroll
Director of Community Services

Date: 3-21-07

Approved as to form:


Best, Best & Krieger LLP
City Attorney

Date: 3-21-07

Commerce Bus Lines

By: 
Dan Gomez
General Manager

Date: 4/3/07

Approved as to form:


Eduardo Olivo

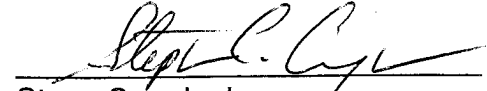
Date: 3-27-07

Eduardo Olivo
Interim City Attorney

The City of Culver City


Culver City Bus

Approved as to Content:

By: 
Steve Cunningham
Transportation Director

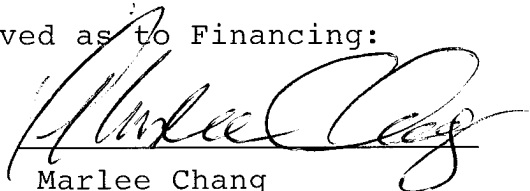
Date: 4/2/07

Approved as to form:


CAROL SCHWAB
CITY ATTORNEY

Date: 4/12/07

Approved as to Financing:

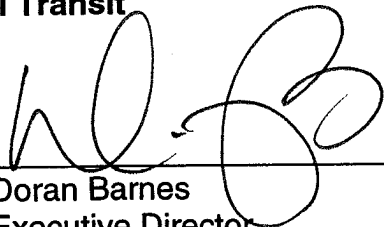

Marlee Chang
City Controller

Date: 4/13/07


Jerry Fulwood
City Manager

Date: 4/17/07

Foothill Transit

By: 
Doran Barnes
Executive Director

Date: 3/27/2007

Approved as to form:



Date: 3-22-07

Gardena Municipal Bus Lines

By: Whitman M. Ballenger
Whitman M. Ballenger
Director of Transportation


Date: 3-27-07

Approved as to form:

[Signature]

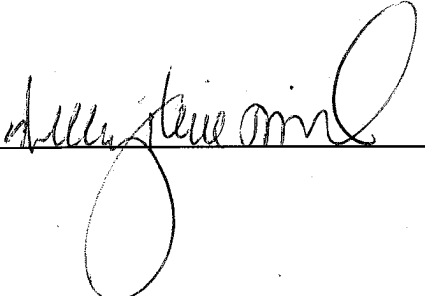
Date: 3/29/07

Los Angeles Department of Transportation (LADOT)

By: 
Gloria Jeff
General Manager


Date: 3/22/07

Approved as to form:



Date: 3/21/07

Long Beach Transit


By: 
Laurence W. Jackson
President and CEO

Date: 3/19/07

Approved as to form:


Date: _____

Montebello Bus Lines

By: 
Allan Pollock
Director of Transportation

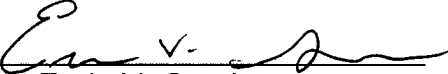
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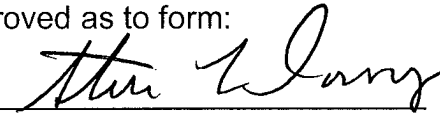

J. Arnoldo Beltran
City Attorney

Date: 3/28/07

**City of Norwalk
Norwalk Transportation Department**

By: 
Ernie V. Garcia
City Manager

Date: 4/4/07

Approved as to form:
By: 
Steven L. Dorsey
City Attorney

Date: 4/3/07

City of Santa Clarita/Santa Clarita Transit

By: Ken Pulskamp
Ken Pulskamp
City Manager

Date: 5/14/07

Approved as to form:

Brian A. Pierik
BRIAN A. PIERIK
CITY ATTORNEYS OFFICE

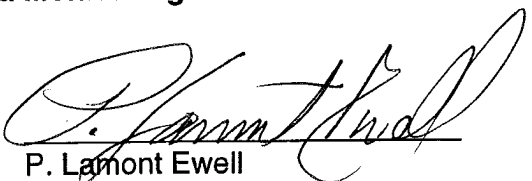
Date: 5-10-07

ATTEST:

Sharon L. Dawson
Sharon L. Dawson, City Clerk

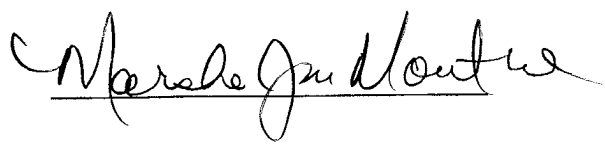
5/21/07
Date

Santa Monica Big Blue Bus

By: 
P. Lamont Ewell
City Manager, City of Santa Monica

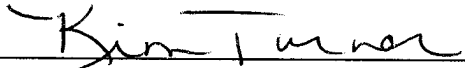
Date: 4/16/07

Approved as to form:



Date: 4/6/2007

CITY OF TORRANCE,
a Municipal Corporation



Kim Turner
Department



LeRoy J. Jackson, City Manager

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Access Services, Incorporated

By: Shelly L. Verrinder
Shelly Lyons Verrinder
Executive Director

Date: 3/28/07

Approved as to form:

Cameron Jones

Date: 3/26/07

**EXHIBIT A
Los Angeles County Transit Operators**

**Executive Director
Antelope Valley Transit Authority
42210 6th Street West
Lancaster, CA 93534**

**Assistant City Manager
Arcadia Transit
PO Box 60021
Arcadia, CA 91066**

**Transit Manager
Beach Cities Transit
415 Diamond St.
Redondo Beach, CA 90277**

**Director of Community Services
Claremont Dial-A-Ride
207 Harvard Ave.
Claremont, CA 91711**

**Director
Commerce Bus Lines
2535 Commerce Way
Commerce, CA 90040**

**Transportation Director
Culver City Bus
4343 Duquesne Av.
Culver City, CA 90232**

**Executive Director
Foothill Transit
100 N. Barranca Av., Suite 100
West Covina, CA 91791**

**Director of Transportation
Gardena Municipal Bus Lines
15350 S. Van Ness Ave.
Gardena, CA 90249**

**Community Services Director
La Mirada Transit
13700 La Mirada Bl.
La Mirada, CA 90638**

**General Manager
LADOT
100 S. Main St., 10th Floor
Los Angeles, CA 90012**

**President and CEO
Long Beach Transit
PO Box 731
Long Beach, CA 90801**

**Director of Transportation
Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640**

**Director of Transportation
Norwalk Transit Systems
12650 E. Imperial Hwy.
Norwalk, CA 90650**

**City Manager
Santa Clarita Transit
28250 Constellation Rd
Santa Clarita, CA 91355**

**City Manager
City of Santa Monica
1685 Main Street Room 209
Santa Monica, California 90407-2200**

**General Manager
Torrance Transit
20500 Madrona Ave.
Torrance, CA 90503**

**Executive Director
Access Services Incorporated
707 Wilshire Blvd. Suite 9
AON Building
Los Angeles, CA 90017**