

**Memorandum of Understanding
Among the Southern California Association of Governments, the Ventura
County Transportation Commission, and Ventura 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 Ventura County Transportation Commission (VCTC) is a County Transportation Commission created pursuant to Public Utilities Code section 130050 and is charged pursuant thereto for approval of all projects in Ventura County utilizing federal and state highway and transit funds and is responsible for transportation programming and long and short range planning in Ventura County;

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

WHEREAS, VCTC is the designated recipient for Ventura County, and the undersigned municipal transit operators and the undersigned paratransit operator (collectively, "Transit Operators") provide transit service within Ventura County; and

WHEREAS, SCAG, VCTC, 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 HEREIN, SCAG, VCTC, AND THE UNDERSIGNED 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. **VCTC's County Transportation Commission Role:** VCTC is responsible for continuous, comprehensive and coordinated transportation planning and project implementation within Ventura. These responsibilities include but are not limited to the development and adoption of the County Transportation Improvement Program (TIP) for Ventura County, development of corridor and sub-regional studies, and for allocating transit funds to Ventura County transit operators. VCTC will coordinate with Transit Operators in meeting its countywide transportation planning responsibilities. VCTC is also responsible for ensuring that the Ventura County transit projects, plans and programs identified in VCTC's Congestion Management Program (CMP) and through other activities and the County TIPs for Ventura 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 VCTC regarding their capital and operating needs and providing recommendations regarding VCTC's CMP and County TIP.
- 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 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 VCTC and Transit Operators in the regional transportation planning process to ensure that Ventura 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 VCTC, other CTCs, and transit operators, to participate in the regional planning process.
 - c. VCTC 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. VCTC and Transit Operators will participate in the VCTC TRANSCOM 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. VCTC will provide Transit Operators the opportunity to propose projects for inclusion in VCTC's TIP and Congestion Management Program. Projects and programs adopted by the VCTC in the Ventura County TIP and CMP 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 sets 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

Executive Director
Ventura County Transportation Commission
950 County Square Drive #207
Ventura, California 93003

Ventura 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
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.

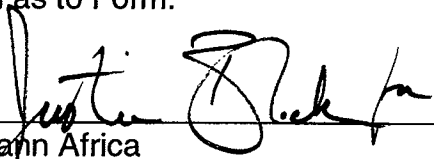
The Southern California Association of Governments

By: 
Mark Pisano
Executive Director

Date: 3-19-07

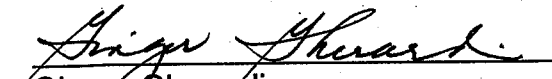
(Original Signature on File with SCAG)

Approved as to Form:


Joann Africa
Acting Director of Legal Services

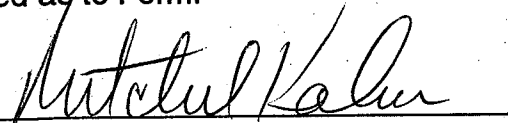
Date: 3/19/07

Ventura County Transportation Commission

By: 
Ginger Gherardi
Executive Director

Date: 3/21/07

Approved as/to Form:


Mitchel Kahn
VCTC Counsel

Date: 4/13/07

Memorandum of Understanding Among the Southern California Association of Governments, the Ventura County Transportation Commission, and Ventura County Transit Operators


By: 

South Coast Area Transit (SCAT)
Deborah Linehan
General Manager

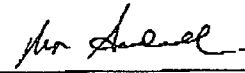
Date April 5, 2007

Attest:

City of Simi Valley, A Municipal Corporation

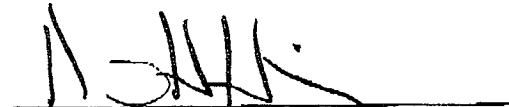


Alice K. Redondo
Deputy Director/City Clerk

By: 

Mike Sedell,
City Manager

Approved as to Form:



David H. Hirsch, City Attorney

Approved as to Content:

JUN 01 2007

Memorandum of Understanding Among the Southern California Association of Governments, the Ventura County Transportation Commission, and Ventura County Transit Operators

By: 
City of Ojai
Jere Kersnar
City Manager

Date 5/10/07

EXHIBIT "A"

Ventura County Transit Operators

**General Manager
South Coast Area Transit
301 E. Third St.
P.O. Box 1146
Oxnard, CA 93032-1146**

**City of Simi Valley Transit
City Hall
2929 Tapo Canyon Road
Simi Valley, CA 93063**

**City of Ojai Transit/Ojai Trolley
Ojai City Hall
401 S. Ventura Street
PO Box 1570
Ojai, CA 93024**