

ASSOCIATION OF GOVERNMENTS

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Riverside County Transportation Commission: Robin Lowe, Hemet

Ventura County Transportation Commission: Keith Millhouse, Moorpark

March 15, 2007

Mr. David Solow
Chief Executive Officer
SCRRA
700 South Flower St., 26th Fl.
Los Angeles, CA 90017-4101
ATTN: Ms. Joanna Capelle

RE: MEMORANDUM OF UNDERSTANDING BETWEEN SCAG AND SCRRA

Dear Ms. Capelle:

Attached herewith are two (2) copies of the Memorandum of Understanding (MOU) between the Southern California Association of Governments (SCAG), and Southern California Regional Rail Authority (SCRRA), specifying cooperative procedures for carrying out transportation planning and programming.

Please ensure that both copies are signed, indicating acceptance of this MOU, and then return one fully executed original to the undersigned at your earliest convenience. **SCAG must receive the executed MOU no later than April 3, 2007.**

Contractual matters and correspondence should be addressed to the undersigned at (213) 236-1920.

Sincerely,

Justine Block
Deputy Counsel

Encl.

**Memorandum of Understanding
Between The Southern California Association of Governments and Southern
California Regional Rail Authority**

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 and agreements 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 subarea studies) and programming;

WHEREAS, Southern California Regional Rail Authority (SCRRA) is a joint powers authority created pursuant to Public Utilities Code Section 130255 to plan, design, construct and administer the operation of Metrolink commuter rail service serving the counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura in the SCAG region;

WHEREAS, Southern California Regional Rail Authority (SCRRA) is a public transit operator providing Metrolink commuter rail service in the counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura in the SCAG region;

WHEREAS, five CTCs in the SCAG region: Los Angeles County Metropolitan Transportation Authority (LACMTA); Orange County Transportation Authority (OCTA); Riverside County Transportation Commission (RCTC); San Bernardino Associated Governments (SANBAG); and Ventura County Transportation (VCTC) are member agencies of the SCRRA;

WHEREAS, SCAG and the State of California, acting through the Department of Transportation entered into a Memorandum of Understanding dated June 22, 2005 to provide for Comprehensive Federal Transportation Planning;

WHEREAS, SCAG and LACMTA, OCTA, RCTC, SANBAG, and VCTC entered into a 1979 Memorandum of Understanding for the purpose of defining the roles and relationships in meeting the transportation planning and programming responsibilities; and

WHEREAS, SCAG and SCRRA desire to integrate and clarify consistently with the above referenced agreements, the roles, responsibilities and coordination of the regional transportation planning requirements and to utilize this MOU to fulfill the requirements of state and federal law and in particular the requirements set forth in 23 CFR 450.310(b) and any successors thereto.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS PROVIDED FOR HEREIN, SCAG AND SCRRA HEREBY AGREE AS FOLLOWS:

Section I

PLANNING AND COORDINATION PROCESS

- 1.1 SCAG's Role:** SCAG is the agency with 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 County Transportation Commission Role:** The parties recognize SCRRA's five member agencies are responsible for preparing the short and long range county transportation plans and for programming state and federal transit funds within the five counties.
- a. SCRRA member agencies are each responsible for preparing a short range transit plan which includes transit studies, transit capital and operating needs and ensuring that transit operators in each county participate in the transportation planning processes, including the development of corridor and sub-regional studies, and long range county transportation plans.
 - b. SCRRA shall coordinate with its member agencies to ensure that their transit capital and operating needs identified in short range transit plans or through other transit plans are considered in developing countywide transportation plans and in funding countywide transit programs. SCRRA and its member agencies are also responsible for ensuring that the transit projects, plans and programs identified in the countywide planning process are recommended to SCAG for inclusion in the regional transportation planning studies and in the development of the RTP.

- c. In carrying out its responsibilities under this MOU, SCRRA shall comply with the following requirements, referenced in SCAG's annual Certifications and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's Overall Work Program, pursuant to 23 U.S.C. 134 and 23 CFR 450.334:
- (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/FHWA 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.

1.3 SCRRA Role: The parties recognize that SCRRA participates in the LACMTA, OCTA, RCTC, SANBAG and VCTC transportation planning processes, including the development of corridor and sub-regional studies, the development of short range and long range county transportation plans and the updating of the congestion management program.

1.4 Coordination Process: SCAG shall engage in a consultative process with SCRRA in the regional planning process to ensure that the transportation needs of the Metrolink system are identified, consistent with applicable law and in particular to meet the requirements of the federal regulations pertaining to the roles and responsibilities of the parties in regional transportation planning.

- a. SCAG will provide SCRRA timely notice of the opportunity to comment on Overall Work Program development.
- b. SCRRA will coordinate with its member agencies to propose projects to be listed in a financially constrained Transportation Improvement Program and to actively participate in the development of the RTP and RTIP.
- c. SCAG shall continue maintaining the Regional Transit Task Force or a successor group, to provide a forum for CTCs and transit operators to participate to ensure that transit priorities meet the region's mobility and air quality goals.
- d. SCRRA agrees to participate in SCAG's Plans and Programs Technical Advisory Committee or any successor group established to serve the same function to ensure that local transportation projects, plans and programs are effectively integrated into the Regional Transportation Improvement Plan.

- e. The Executive Officers of SCAG and SCRRA shall continue to meet regularly to ensure executive coordination of regional/county/local transportation issues, including issues regarding transit coordination.

Section 2

General Provisions

- 2.1 Drafting:** This MOU has been prepared by all parties and has been reviewed and endorsed by each.
- 2.2 Amendments:** This MOU may be amended only by the execution by all parties of a written amendment.
- 2.3 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 responsibilities in Section 1 (Planning and Coordination Process) of this MOU by the indemnifying party or its officers, agents employees, contractors and subcontractors under this MOU, except to the extent caused by the negligence or willful misconduct of the indemnified party (Indemnitee).
- 2.4 Termination:** Any party may terminate this Memorandum of Understanding upon ninety (90) days written notice to each party, providing that the notice of termination set forth the effective date of termination and the reason for termination. Additionally, the notice of termination shall provide that the parties during the period prior to the effective date of termination shall meet to try to resolve any dispute. In the event that the termination is for cause, the termination shall not be effective if the party cures the default in its performance within the ninety-day period.
- 2.5 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.
- 2.6 Non-assignment.** No party may assign this Memorandum of understanding, or any part thereof, without the written consent of each party to this MOU.

2.6 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:

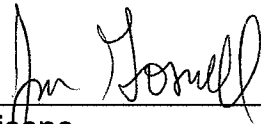
Executive Director
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, California 90017-3435

Chief Executive Officer
Southern California Regional Rail Authority
700 South Flower Street, 26th Floor
Los Angeles, California 90017-4101

2.6 Effective Date. This MOU shall be effective on the date (meaning the last date indicated below) all parties have fully executed this MOU.

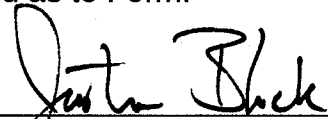
IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives.

The Southern California Association of Governments

By: 
Mark Pisano
Executive Director

Date: 3-22-07

Approved as to Form:


Joanna Africa
Director of Legal Services

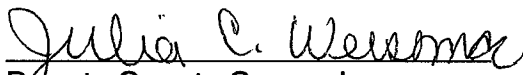
Date: 3/20/07

Southern California Regional Rail Authority

By: 
David Solow
Chief Executive Officer

Date: 3/22/07

Approved as to Form:
County Counsel, Los Angeles County


Deputy County Counsel

Date: 3-22-07