

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

This Memorandum of Understanding (MOU), is entered into and effective this eleventh day of May, 2018, among the Southern California Association of Governments (SCAG), Ventura County Transportation Commission (VCTC), and Ventura County Transit Operators, to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning and programming processes, in accordance with 23 CFR 450.314. The undersigned Ventura County Transit Operators include the transit operators and paratransit operator operating in Ventura County, and are collectively referred to herein as the “Transit Operators.” SCAG, VCTC and Transit Operators are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, SCAG is a Joint Powers Agency formed pursuant to Section 6502 of the California Government Code;

WHEREAS, SCAG is the designated Metropolitan Planning Organization (MPO) for the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura, and Imperial, pursuant to Title 23, United States Code Section 134(d);

WHEREAS, SCAG is responsible for maintaining a continuing, cooperative, and comprehensive transportation planning process which involves preparation, adoption and update of a Regional Transportation Plan (RTP) pursuant to Title 23, United States Code Section 134 *et seq.*, Title 49, United States Code Section 5303 *et seq.*, and Title 23, Code of Federal Regulations (CFR) Section 450 *et seq.*;

WHEREAS, SCAG is the multicounty designated transportation planning agency pursuant to Public Utilities Code Section 130004 and California Government Code Section 29532, and is responsible for preparation, adoption and update of the RTP every four years pursuant to California Government Code Section 65080 *et seq.*;

WHEREAS, pursuant to Senate Bill (SB) 375 (Steinberg, 2008) as codified in Government Code Section 65080(b) *et seq.*, SCAG is also required to prepare a Sustainable Communities Strategy (SCS) for incorporation into the RTP that demonstrates how the region will meet its greenhouse gas (GHG) reduction targets as set forth by the California Air Resources Board (ARB);

WHEREAS, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) sets forth the long-range regional plans and strategies for transportation improvements and regional growth throughout the SCAG region;

WHEREAS, the RTP/SCS consists of a financially constrained plan and strategic plan. The constrained plan includes projects that have committed, available or reasonably available revenue sources, and are thus probable for implementation. The strategic plan is for information purposes only and identifies potential projects that require additional study, consensus building, and identification of funding sources before making the decision as to whether to include these projects in a future RTP/SCS constrained plan;

WHEREAS, SCAG is further responsible for preparing and adopting the Federal Transportation Improvement Program (FTIP) (known as the regional transportation improvement program under state law) every two years pursuant to Government Code Sections 14527 and 65082, and Public Utilities Code Section 130301 *et seq.*;

WHEREAS, in non-attainment and maintenance areas for transportation-related criteria pollutants, the MPO, as well as the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), must make a conformity determination on any updated or amended RTP in accordance with the federal Clean Air Act to ensure that federally supported highway and transit project activities conform to the purpose of the State Implementation Plan (SIP);

WHEREAS, pursuant to Government Code Section 65080(b)(2)(F) and federal public participation requirements including 23 CFR Section 450.316(b)(1)(iv), SCAG must prepare the RTP/SCS by providing adequate public notice of public involvement activities and time for public review. The SCAG Public Participation Plan serves as a guide for SCAG's public involvement process, including the public involvement process to be used for the RTP/SCS and an enhanced outreach program that incorporates the public participation requirements under SB 375 and adds strategies to better serve the underrepresented segments of the region;

WHEREAS, in 2007, to coordinate metropolitan transportation planning in accordance with federal law, SCAG entered into Memoranda of Understanding with providers of public transportation in the region, including County Transportation Commissions (CTCs) and transit operators (referred to herein as "2007 MOU");

WHEREAS, SCAG now seeks to update and enter into new Memoranda of Understanding to reflect most recent metropolitan transportation planning regulations as set forth under 23 CFR Section 450.314, which requires SCAG, the State and providers of public transportation to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process, including specific provisions for the development of financial plans that support the RTP and FTIP and development of the annual listing of obligated projects;

WHEREAS, SCAG has entered into a separate Memorandum of Understanding with the State of California Department of Transportation, updated and effective July 7, 2017, in accordance with 23 CFR Section 450.314;

WHEREAS, 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 transportation planning in Ventura County;

WHEREAS, VCTC and the undersigned Transit Operators set forth in Exhibit “A” provide transit service within Ventura County; and

WHEREAS, the Parties desire to utilize this MOU to specify cooperative procedures for carrying out the metropolitan transportation planning process as required by 23 CFR 450.314 and any successors thereto, and as may be subject to any final rule-making.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS PROVIDED FOR HEREIN, THE PARTIES 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 laws, these responsibilities primarily include but are not limited to preparation and adoption of the RTP/SCS and FTIP.
- 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, FTIP, 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:** In carrying out their respective responsibilities under this MOU, each party shall comply with the requirements and any successors thereto, 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, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21 and related federal guidelines including but not limited to FTA Circular 4702.1;
- b. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- c. Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
- d. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- e. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
- f. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- g. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- h. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

1.5 Coordination Process: SCAG shall engage in a consultative process with VCTC and Transit Operators in accordance with applicable federal and state laws and regulations, and successors thereto, pertaining to the roles and responsibilities of the Parties in metropolitan transportation planning.

- a. SCAG shall provide timely notice of the opportunity to comment on its Draft RTP and Draft FTIP to the parties and the opportunity to participate in Overall Work Program development.
- b. SCAG shall continue maintaining the Regional Transit Technical Advisory Committee or a successor group, to provide a forum for VCTC, other CTCs, and Transit Operators, to participate in the metropolitan transportation planning process.
- c. VCTC agrees to participate in SCAG's Technical Working Group 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 FTIP 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 shall ensure that Transit Operators' plans, programs, studies and other issues are integrated into the county and regional transportation planning process. VCTC shall provide Transit Operators the opportunity to propose projects for inclusion in VCTC's TIP and CMP. 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 FTIP and RTP, respectively.

- f. The Parties shall cooperatively develop an annual listing of projects for which funds under 23 U.S.C. or 49 U.S.C. Chapter 53 were obligated in the preceding program year, in accordance with 23 CFR 450.334.
- g. The Parties shall cooperatively develop estimates of funds that will be available to support RTP implementation, and reasonable financial principles and information that support revenue and cost estimates, to be used in the RTP and FTIP financial plan, in accordance with 23 CFR 450.324(f)(11).
- h. The Parties agree to collaborate to implement federal performance reporting and performance-based planning provisions in accordance with 23 CFR 450.306(d)(2)(iii), and subject to applicable final rulemaking. The Parties further agree to coordinate to the maximum extent practicable in the selection of performance targets, and will cooperatively develop and share information related to transportation performance data, the selection of performance targets, the reporting of performance targets, and the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the SCAG region, in accordance with 23 CFR 450.314(h)(1).
- i. To aid in the planning process, VCTC and Transit Operators shall make available to SCAG their Transit Asset Management Plan and any supporting records or documents, performance targets, investment strategies, and annual condition assessment report, upon request of SCAG and in accordance with the RTP/SCS development schedule, in order to fulfill requirements of 49 CFR 625.53.
- j. SCAG shall integrate in the metropolitan transportation planning process, directly or by reference, the goals, objectives, performance measures, and targets described in the Transit Asset Management Plans and Public Transportation Agency Safety Plans developed by providers of public transportation, in accordance with 23 CFR 450.306(d)(4).
- k. Transit Operators may choose to rely on SCAG's public participation process associated with the FTIP development to satisfy the requirement for public participation in developing the FTA Section 5307 program of projects (POP). SCAG agrees to incorporate in the FTIP document(s) an explicit statement reflecting that public notice of public involvement activities and time established for public review and comment on the FTIP will satisfy the POP requirements of the Section 5307 program.

Section 2

General Provisions

- 2.1 Term of Agreement:** This MOU shall be effective as to each party on the date such party executes this MOU, and continues in full force until such party withdraws from this MOU pursuant to Section 2.5 below or this MOU is terminated by SCAG upon thirty (30) days prior written notice. This MOU shall supersede and replace all prior agreements including but not limited to the 2007 MOU between the Parties concerning metropolitan planning agreements required to be developed pursuant to 23 CFR 450.314 and

predecessors thereto.

- 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
900 Wilshire Blvd., Ste. 1700

Los Angeles, California 90017

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

Ventura County Transit Operators (See Exhibit "A")

Each undersigned party agrees to notify the other parties of any changes to the address for receipt of Notices.

- 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 Execution of Agreement or Amendments:** This MOU, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any Amendment.

[SIGNATURE PAGES TO FOLLOW]

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 (“SCAG”)

By: _____ Date: _____
Hasan Ikhata
Executive Director

Approved as to Form:

_____ Date: _____
Joanna Africa
Chief Counsel/Director of Legal Services

Ventura County Transportation Commission (“VCTC”)

By: _____ Date: _____
Darren Kettle
Executive Director

Approved as to Form:

_____ Date: _____
Steven Mattas
General Counsel

Gold Coast Transit District

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

City of Simi Valley, A Municipal Corporation

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

City of Ojai

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

City of Camarillo

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

City of Moorpark

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

City of Thousand Oaks

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

County of Ventura

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

EXHIBIT A

Ventura County Transit Operators

Executive Director
Ventura County Transportation Commission/VCTC Intercity/Valley Express
950 County Square Drive
Ventura, CA 93003

General Manager
Gold Coast Transit District
301 E. Third St.
Oxnard, CA 93030-6048

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

City Manager
City of Ojai Transit/Ojai Trolley
Ojai City Hall
401 S. Ventura Street
Ojai, CA 93023

City Manager
City of Camarillo/Camarillo Area Transit
City Hall
601 Carmen Drive
Camarillo, California 93010

City Manager
City of Moorpark/Moorpark City Transit
City Hall
401 S. Ventura Street
Ojai, CA 93023

City Manager
City of Thousand Oaks/Thousand Oaks Transit
City Hall
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

County Executive Officer
County of Ventura/Kanan Shuttle
800 S. Victoria Avenue
Ventura, CA 93009