

**Memorandum of Understanding
Among the Southern California Association of Governments, the Riverside
County Transportation Commission, and the Riverside 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 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, Riverside County Transportation Commission (RCTC) is a County Transportation Commission created pursuant to Public Utilities Code section 130052 and is charged pursuant thereto with approval of all projects within Riverside County utilizing federal and state highway and transit funds and is responsible for transportation programming and short range planning within its jurisdiction;

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

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 RCTC entered into a 1979 Memorandum of Understanding for the purpose of defining the roles and relationships in meeting the transportation planning and programming responsibilities;

WHEREAS, RCTC and four other CTCs in the SCAG region are members of a Joint Powers Authority that oversee implementation and operation of the Metrolink System in the SCAG region;

WHEREAS, SCAG and the South Coast Air Quality Management District entered into a Memorandum of Understanding dated December 2, 1999, for coordination of air quality planning roles and responsibilities.

WHEREAS, SCAG, RCTC, and the undersigned transit operators in Riverside County ("Transit Operators") desire to integrate and clarify consistently with the above referenced federal and state rules and regulations, cooperative procedures for carrying out the metropolitan transportation planning and programming processes and to utilize this MOU to fulfill the requirements of 23 CFR 450.310(b) and any successors thereto.

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

Section I

PLANNING AND COORDINATION PROCESS

- 1.1 **SCAG's Role:** SCAG is an agency with responsibility for 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 **RCTC's County Transportation Commission Role:** RCTC is responsible for continuing, comprehensive and coordinated transportation planning and project implementation within Riverside County. These responsibilities include but are not limited to preparation and adoption of the Short-Range Transportation Improvement Program (TIP) and any updates for Riverside County, and for allocating transit funds to the Transit Operators. The parties further recognize that RCTC may prepare a Long-Range Transportation Plan (LRTP) for Riverside County. In accordance with applicable federal and state law, RCTC shall coordinate with SCAG and the Transit Operators in meeting its transportation planning responsibilities. RCTC shall consider the Transit Operators' capital and operating needs and recommendations in developing the LRTP and Short-Range TIP for Riverside County.
- 1.3 **Transit Operator's Role:** The Transit Operators are responsible for coordinating with RCTC regarding their capital and operating needs and providing recommendations regarding RCTC's LRTP and Short-Range 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/FHWA Circular 4702.1 regarding Title VI Program Guidelines for Urban Mass Transportation Administration Recipients, 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 RCTC and the Transit Operators in the regional transportation planning process, consistent with applicable laws 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 and implementation.
- b. SCAG will provide RCTC the opportunity to propose projects to be listed in the RTIP 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 RCTC and other CTCs and transit operators to participate to ensure that transit priorities meet the region's mobility and air quality goals.
- d. RCTC 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.
- e. 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.
- f. RCTC will provide the Transit Operators the opportunity to propose projects for inclusion in RCTC's Short-Range TIP and LRTP for Riverside County.
- g. Projects and programs adopted as part of RCTC's LRTP and Short-Range TIP 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 Riverside County, California.

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

2.8 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
Riverside County Transportation Commission
4800 Lemon Street, 3rd Floor
P.O. Box 12008
Riverside, CA 92502-2208

Riverside County Transit Operators (Exhibit "A")

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

Amendments to the MOU
MOU
Exhibit A

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

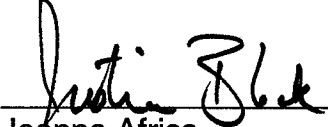
IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives.

The Southern California Association of Governments:

By: 
Mark Pisano
Executive Director

Date: 3/15/07

Approved as to Form:

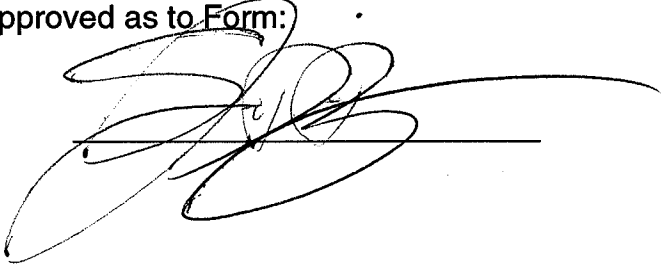

Joanna Africa
Acting Director of Legal Services

Date: 3/15/07

Riverside County Transportation Commission:

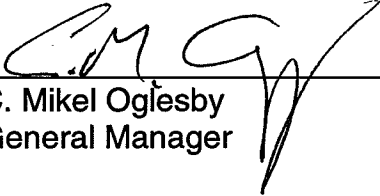
By: 
Eric Haley
Executive Director

Date: 3/29/2007

Approved as to Form: 

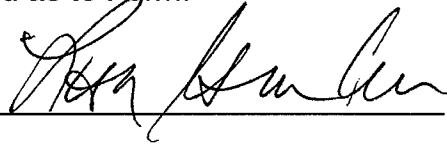
Date: 3/28/07

SunLine Transit Agency:

By: 
C. Mikel Oglesby
General Manager

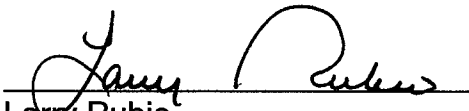
Date: 3/30/07

Approved as to Form:



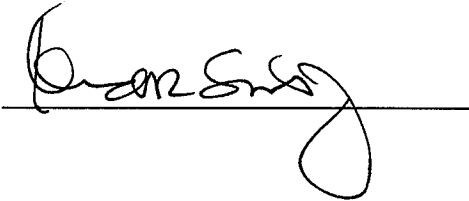
Date: 3/30/07

Riverside Transit Agency:

By: 
Larry Rubio
General Manager

Date: 3-19-2007

Approved as to Form:



Date: 3/22/07

City of Corona:

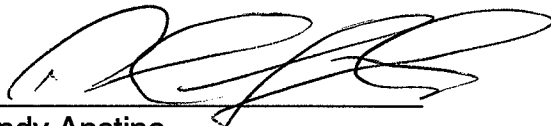
 By: 
Beth Groves
City Manager

Date: 4-6-2007

Approved as to Form:

Date: _____

City of Banning:

By: 
Randy Anstine
City Manager

Date: 3-26-07

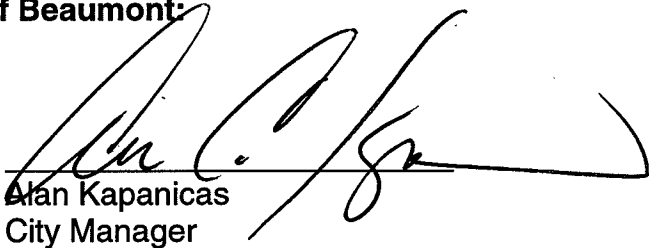
Approved as to Form:



Date: 3/28/07

City of Beaumont:

By:



Alan Kapanicas
City Manager

Date: 3/23/07

Approved as to Form:

Date: _____

City of Blythe:

By: Les Nelson
Les Nelson
City Manager

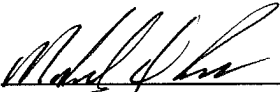
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Approved as to Form:

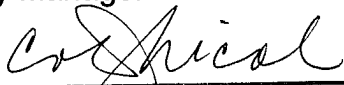
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Date: 3-27-07

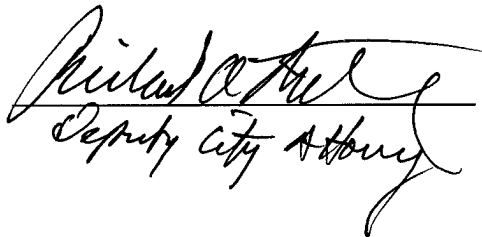
City of Riverside:

By: 
Brad Hudson
City Manager

Date: June 18, 2007

Attest: 
City Clerk

Approved as to Form:


Deputy City Attorney

Date: 4-4-07

EXHIBIT A

Riverside County Transit Operators

General Manager
SunLine Transit Agency
32-505 Harry Oliver Trail
Thousand Palms, CA 92276

General Manager
Riverside Transit Agency
1825 Third Street
Riverside, CA 92507

City Manager
City of Riverside
3900 Main Street, 7th Floor
Riverside, CA 92522

City Manager
City of Corona
400 S. Vicentia Avenue
Corona, CA 92882-2187

City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

City Manager
City of Beaumont
550 E. Sixth Street
Beaumont, CA 92223

City Manager
City of Blythe
235 N. Broadway
Blythe, CA 92225

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Riverside County Transit Operators

General Manager
SunLine Transit Agency
32-505 Harry Oliver Trail
Thousand Palms, CA 92276

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Beaumont, CA 92223

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235 N. Broadway
Blythe, CA 92225