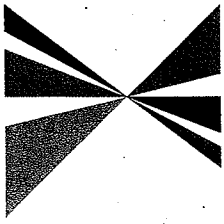


SOUTHERN CALIFORNIA



**ASSOCIATION of
GOVERNMENTS**

Main Office

818 West Seventh Street

12th Floor

Los Angeles, California

90017-3435

t (213) 236-1800

f (213) 236-1825

www.scag.ca.gov

Officers: President: Yvonne B. Burke, Los Angeles County • First Vice President: Gary Ovitt, San Bernardino County • Second Vice President: Richard Dixon, Lake Forest • Immediate Past President: Toni Young, Port Hueneme

Imperial County: Victor Carrillo, Imperial County • Jon Edney, El Centro

Los Angeles County: Yvonne B. Burke, Los Angeles County • Zev Yaroslavsky, Los Angeles County • Jim Aldinger, Manhattan Beach • Harry Ralldwin, San Gabriel • Paul Bowlen, Cerritos • Todd Campbell, Burbank • Tony Cardenas, Los Angeles • Stan Carroll, La Habra Heights • Margaret Clark, Rosemead • Gene Daniels, Paramount • Mike Dispenza, Palmdale • Judy Dunlap, Inglewood • Rae Gabelich, Long Beach • David Galin, Downey • Eric Garcetti, Los Angeles • Wendy Greuel, Los Angeles • Frank Gurulé, Cudahy • Janice Hahn, Los Angeles • Isadore Hall, Compton • Keith W. Hanks, Azusa • José Huizar, Los Angeles • Tom LaBonge, Los Angeles • Paula Lantz, Pomona • Paul Nowatka, Torrance • Pam O'Connor, Santa Monica • Alex Padilla, Los Angeles • Bernard Parks, Los Angeles • Jan Perry, Los Angeles • Ed Reyes, Los Angeles • Bill Rosendahl, Los Angeles • Greig Smith, Los Angeles • Tom Sykes, Walnut • Mike Ten, South Pasadena • Tonia Reyes Uranga, Long Beach • Antonio Villaraigosa, Los Angeles • Dennis Washburn, Calabasas • Jack Weiss, Los Angeles • Herb J. Wesson, Jr., Los Angeles • Dennis Zine, Los Angeles

Orange County: Chris Norby, Orange County • Christine Barnes, La Palma • John Beauman, Brea • Lou Bone, Justin • Art Brown, Buena Park • Richard Chavez, Anaheim • Debbie Cook, Huntington Beach • Leslie Daigle, Newport Beach • Richard Dixon, Lake Forest • Paul Gjaab, Laguna Niguel

Riverside County: Jeff Stone, Riverside County • Thomas Buckley, Lake Elsinore • Bonnie Flickinger, Moreno Valley • Ron Loveridge, Riverside • Greg Pettis, Cathedral City • Ron Roberts, Temecula

San Bernardino County: Gary Ovitt, San Bernardino County • Lawrence Dale, Barstow • Paul Eaton, Montclair • Lee Ann Garcia, Grand Terrace • Tim Jasper, Town of Apple Valley • Larry McCallion, Highland • Deborah Robertson, Rialto • Alan Wapner, Ontario

Ventura County: Judy Mikels, Ventura County • Glen Becerra, Simi Valley • Carl Morehouse, San Buenaventura • Toni Young, Port Hueneme

Orange County Transportation Authority: Lou Correa, County of Orange

**Riverside County Transportation
Commission:** Robin Lowe, Hemet

**Ventura County Transportation
Commission:** Keith Millhouse, Moorpark

11.14.06

March 15, 2007

Mr. Arthur T. Leahy
Chief Executive Officer
Orange County Transit Authority
550 South Main Street
P. O. Box 14184
Orange, CA 92863-1584
Attn: Gregory R. Nord

**RE: MEMORANDUM OF UNDERSTANDING BETWEEN SCAG
AND OCTA**

Dear Mr. Nord:

Attached herewith are two (2) copies of the Memorandum of Understanding (MOU) between the Southern California Association of Governments (SCAG) and Orange County Transportation Authority (OCTA), 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.

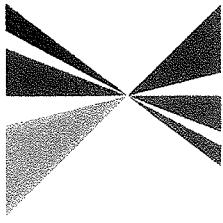
Sincerely,

Justine Block
Deputy Counsel

Encl.

Doc. Number 130173

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Orange County Transportation Authority: Lou Correa, County of Orange

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Commission:** Robin Lowe, Hemet

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Commission:** Keith Millhouse, Moorpark

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RECEIVED
EXECUTIVE OFFICE
MAR 19 2007

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Sincerely,

Justine Block
Deputy Counsel

Encl.

Doc. Number 130173

**Memorandum of Understanding
Between The Southern California Association of Governments and Orange
County Transportation 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, Orange County Transportation Authority (OCTA) is a County Transportation Commission created pursuant to Public Utilities Code section 130052 et seq. and is charged pursuant thereto for approval of all projects utilizing federal and state highway and transit funds and is responsible for transportation programming and short range planning;

WHEREAS, transportation agencies in Orange County, California are consolidated into a single, countywide transportation agency to promote collaborative multimodal transportation planning of highways, roads, transit and rail services, and unify transportation decision making;

WHEREAS, OCTA (formerly known as Orange County Transportation Commission) is known as the consolidated transit and transportation agency in Orange County;

WHEREAS, OCTA is the Regional Transportation Planning Agency (RTPA) for Orange 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 OCTA 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, SCAG and OCTA additionally entered into a 1980 Memorandum of Understanding for the purpose, in part, of assuring cooperative, effective, and coordinated transit planning and programming;

WHEREAS, OCTA 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, OCTA and the City of Laguna Beach entered into an agreement ("Memorandum of Understanding No. 1-2179 between Orange County Transportation Authority and the City of Laguna Beach," December 18, 2001"), as amended, related to the operation of the Laguna Beach Municipal Transit Line;

WHEREAS, SCAG and OCTA 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 OCTA HEREBY AGREE AS FOLLOWS:

Section I

PLANNING AND COORDINATION PROCESS

- 1.1 SCAG's Role:** The parties recognize SCAG as the agency with the overall responsibility for comprehensive and coordinated regional transportation planning in the six county SCAG region. In accordance with federal law, these responsibilities include but are not limited to: providing a forum for regional transportation issues, developing and adopting goals and objectives for the region, and determining air quality conformity with the State Implementation Plan.
- 1.2 County Transportation Commission-Role:** The parties recognize OCTA is responsible for capital and service planning for Orange County and for programming state and federal transit funds within Orange County.
 - a. OCTA is responsible for preparing a short range transit plan which includes transit studies, transit capital and operating needs and ensuring that transit operators in Orange County, including the City of Laguna Beach (operator of the Laguna Beach Municipal Transit Line), participate

in the transportation planning and programming processes, including the development of corridor and sub-regional studies, and in the development of short range and long range county transportation plans and programs.

- b. OCTA, in coordination with SCAG and the state Department of Transportation, is responsible for preparing short range transportation improvement programs (short range TIPs) for Orange County, pursuant to Pub. Util. Code Section 130303 and 130304, and long-range expenditure plans, as applicable, in accordance with Pub. Util. Code Section 130303.1.
- c. In developing the county plans, OCTA shall ensure that the transit capital and operating needs identified in short range transit plans or through other transit plans are considered in developing countywide transportation plans and short range TIPs, and in funding countywide transit programs. OCTA is also responsible for ensuring that the transit projects, plans and programs identified in the countywide planning process and in the short range TIPs are recommended to SCAG for inclusion in the RTP and RTIP, respectively, and regional transportation planning studies.
- d. In carrying out its responsibilities under this MOU, OCTA 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 Coordination Process: SCAG shall engage in a consultative process with OCTA in the regional planning process to ensure that the transportation needs of Orange County 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 timely notice of the opportunity to comment on its Draft RTP and Draft TIP to the parties and the opportunity to participate in Overall Work Program development.
- b. SCAG will provide public transportation service providers the opportunity to propose priority order for 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 OCTA and other CTCs and transit operators to participate to ensure that transit priorities meet the region's mobility and air quality goals.
 - d. OCTA 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 Regional Transportation Improvement Plan.
 - 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.

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 (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).

2.4 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.

2.7 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
Orange County Transportation Authority
550 South Main St.
P.O. Box 14184
Orange, California 92863-1584

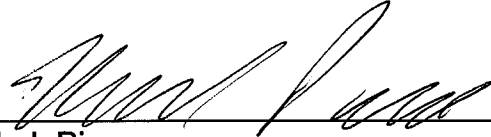
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Amendments to the MOU
MOU

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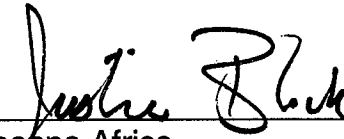
IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives.

The Southern California Association of Governments

By: 
Mark Pisano
Executive Director

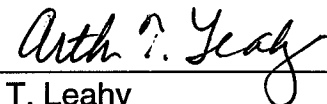
Date: 3/15/07

Approved as to Form:


Joanna Africa
Acting Director of Legal Services

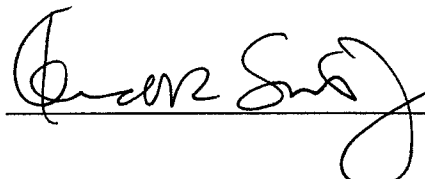
Date: 3/15/07

Orange County Transportation Authority

By: 
Arthur T. Leahy
Chief Executive Officer

Date: 4-2-07

Approved as to Form:



Date: April 2, 2007

**Memorandum of Understanding
Between The Southern California Association of Governments and Orange
County Transportation Authority**

RECITALS

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MOU

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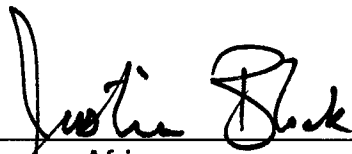
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The Southern California Association of Governments

By: 
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Executive Director

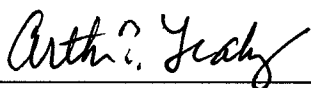
Date: 3/15/07

Approved as to Form:


Joana Africa
Acting Director of Legal Services

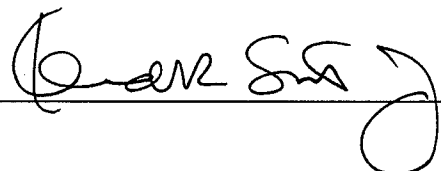
Date: 3/15/07

Orange County Transportation Authority

By: 
Arthur T. Leahy
Chief Executive Officer

Date: 4-2-07

Approved as to Form:



Date: April 2, 2007