



Board Report

File #: 2018-0064, **File Type:** Agreement

Agenda Number: 17.

PLANNING AND PROGRAMMING COMMITTEE APRIL 11, 2018

**SUBJECT: METROPOLITAN PLANNING AGREEMENT UPDATE
WITH SCAG AND LOS ANGELES COUNTY TRANSIT
OPERATORS**

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to execute a revised Memorandum of Understanding (MOU) between the Southern California Association of Governments (SCAG), the Los Angeles County Metropolitan Transportation Authority (Metro) and Los Angeles County Transit Operators.

ISSUE

Federal Rule (23 CFR 450.314) determines mutual responsibilities in the metropolitan transportation planning and programming processes. Recent updates to this rule require SCAG to make minor amendments to the existing MOU, known as the Metropolitan Planning Agreement (Agreement), between SCAG, Metro and Los Angeles County Transit Operators.

DISCUSSION

Background

The Agreement defines roles, responsibilities, and coordination processes for Metro, SCAG, and Transit Operators in the planning process for Los Angeles County. SCAG is the agency with the overall responsibility for comprehensive and coordinated regional transportation planning in the six-county SCAG region, including Los Angeles County. These responsibilities primarily include, but are not limited to, preparation and adoption of the Regional Transportation Plan (RTP) and Federal Transportation Improvement Plan (FTIP).

Metro is responsible for continuous and comprehensive transportation planning and project implementation within Los Angeles County. Some of these responsibilities include the development and adoption of the Long Range Transportation Plan (LRTP) and the Transportation Improvement Program (TIP) for Los Angeles County, development of corridor and sub-regional studies, and allocation of transit funds to Los Angeles County Transit Operators.

Transit Operators are responsible for coordinating with Metro regarding their capital and operating needs, including submittal of projects for inclusion into the LRTP and TIP for Los Angeles County.

Together, coordinated efforts between Metro, SCAG, and Transit Operators involve a consultative process that follows applicable federal and state laws, as well as regulations pertaining to the roles and responsibilities of each agency in carrying out metropolitan transportation planning. Through the Agreement, the parties agree to collaborate on regional/county/local transportation issues, integrate goals and objectives, estimate funds availability, and implement federal performance reporting and performance-based planning provisions.

Metro, SCAG and seventeen (17) Los Angeles County Transit Operators entered into the original Metropolitan Planning Agreement in March 2007. The Agreement identifies the Metropolitan Planning Organization SCAG, Metro and Transit Operators as the responsible "Parties," with provisions to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning and programming processes, in accordance with 23 CFR 450.314

Agreement Revisions

New federal requirements being incorporated into this amendment include:

- New performance-based planning requirements;
- New transit asset management requirements; and
- FTA Section 5307 Program of Projects & Public Participation.

Transit Asset Management (TAM) staff in the Metro Risk, Safety and Asset Management Department has reviewed and commented on the draft MOU. County Counsel has also reviewed and commented on the draft MOU. Both sets of comments were incorporated and accepted by SCAG.

On February 20, 2018, SCAG staff presented the MOU amendments to the Bus Operator Subcommittee to update the Transit Operators of this process because all operators are required to approve and execute the amended MOU. SCAG's Regional Council authorized their CEO to execute the MOU amendment at their March 1, 2018 meeting.

Considerations

If the MOU is not updated, Metro will be out of compliance with the federal planning regulations and would have to assume transit data reporting responsibilities for Los Angeles County transit operators now performed by SCAG.

DETERMINATION OF SAFETY IMPACT

This Board action will have no adverse impact on safety standards for Metro.

FINANCIAL IMPACT

There is no impact to the current fiscal year budget nor any anticipated impact to future budgets.

NEXT STEPS

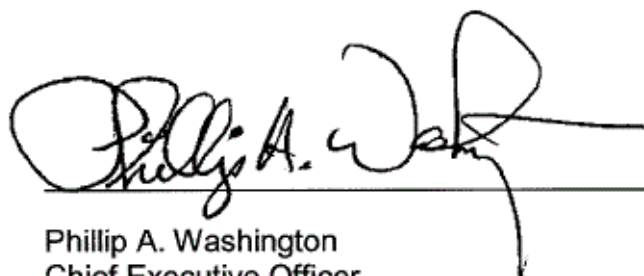
If approved, the Metro CEO will execute the revised Memorandum of Understanding among the Southern California Association of Governments, the Los Angeles County Metropolitan Transportation Authority, and Los Angeles County Transit Operators.

ATTACHMENTS

Attachment A - Memorandum of Understanding

Prepared by: Mark Yamarone, DEO, Countywide Planning & Development, (213) 922-2834
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Manjeet Ranu, SEO, Countywide Planning & Development, (213) 418-3157

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077



Phillip A. Washington
Chief Executive Officer

Attachment A

Memorandum of Understanding Among the Southern California Association of Governments, the Los Angeles County Metropolitan Transportation Authority, and Los Angeles County Transit Operators

This Memorandum of Understanding (MOU), is entered into and effective this _____ day of _____, 2018, among the Southern California Association of Governments (SCAG), the Los Angeles Metropolitan Transportation Authority (Metro), and Los Angeles 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 Los Angeles County Transit Operators include the transit operators and paratransit operator operating in Los Angeles County, and are collectively referred to herein as the “Transit Operators.” SCAG, Metro, and Transit Operators are referred to herein individually as a “Party” and collectively 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, 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;

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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 MOUs");

WHEREAS, SCAG now seeks to update and enter into a new Memoranda of Understanding to supersede and replace the 2007 MOU. This MOU reflects the 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 Regulations Section 450.314;

WHEREAS, Metro is a County Transportation Commission created pursuant to Public Utilities

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Code Section 130050 and is charged pursuant thereto for approval of all projects in Los Angeles County utilizing federal and state highway and transit funds and is responsible for transportation programming and long and short range transportation planning in Los Angeles County;

WHEREAS, Metro is the regional transit operator for Los Angeles County, created pursuant to Public Utilities Code section 130050; and the undersigned Transit Operators set forth in Exhibit "A," provide transit service within Los Angeles 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 rulemaking.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS PROVIDED FOR THEREIN, 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 **Metro's County Transportation Commission Role:** Metro is responsible for continuous, comprehensive and coordinated transportation planning and project implementation within Los Angeles County. These responsibilities include but are not limited to the development and adoption of the Long Range Transportation Plan (LRTP) and County Transportation Improvement Program (TIP) for Los Angeles County, development of corridor and sub-regional studies, and for allocating transit funds to Los Angeles County transit operators. Metro will coordinate with Transit Operators in meeting its countywide transportation planning responsibilities. Metro is also responsible for ensuring that the transit projects, plans and programs identified in Metro's LRTP and County TIPs for Los Angeles County are recommended to SCAG for inclusion in the RTP/SCS, FTIP, and regional transportation studies.
- 1.3 **Transit Operators' Role:** Transit Operators are responsible for coordinating with Metro regarding their capital and operating needs and submittal of projects for inclusion into the LRTP and TIP for Los Angeles County.
- 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,

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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 Metro 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 Metro, other CTCs, and Transit Operators, to participate in the metropolitan transportation planning process.
- c. Metro 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/SCS 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. Metro and Transit Operators, with the exception of Access Services Inc., will participate in the Bus Operations Subcommittee of the Metro Technical Advisory Committee or any successor group as a forum for ensuring that Transit Operators' plans, programs, studies, and other issues are integrated into the county and

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- regional transportation planning process.
- f. Access Services Incorporated (ASI), the Consolidated Transportation Services Agency for Los Angeles County and the administrator of the Los Angeles County Coordinated Paratransit Plan, shall participate in the Local Transit Service Subcommittee of the Metro Technical Advisory Committee 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.
 - g. Metro and Transit Operator general managers shall participate in the General Manager's Group or any successor group as a forum for executive coordination, ensuring that Transit Operators' plans, programs, studies, and other issues are integrated into the county and regional transportation planning process.
 - h. Metro shall provide Transit Operators the opportunity to include projects in the LRTP and TIP for Los Angeles County. Projects and programs adopted by the Metro Board in the Los Angeles County LRTP and TIP shall be submitted to SCAG and recommended for inclusion in the RTP/SCS and FTIP, respectively.
 - i. 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.
 - j. The Parties shall cooperatively develop estimates of funds that will be available to support RTP/SCS implementation, and reasonable financial principles and information that support revenue and cost estimates, to be used in the RTP/SCS and FTIP financial plan, in accordance with 23 CFR 450.324(f)(11).
 - k. 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).
 - l. To aid in the planning process, Metro and Transit Operators shall make available to SCAG their Transit Asset Management Plan and any supporting records or documents, performance targets, investment strategies, and the annual condition assessment report required under 49 CFR 625.55, upon request of SCAG and in accordance with the RTP/SCS development schedule, in order to fulfill requirements of 49 CFR 625.53 and any successors thereto.
 - m. 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).
 - n. Transit Operators may choose to rely on SCAG's public participation process associated with the FTIP development to satisfy the requirement for public

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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 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.

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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

Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012-2952

Los Angeles 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.

Attachment A

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

Attachment A

Los Angeles County Metropolitan Transportation Authority (“Metro”)

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

Antelope Valley Transit Authority

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

Arcadia Transit

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

Beach Cities Transit

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

Claremont Dial-A-Ride

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

Commerce Municipal Bus Lines

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

The City of Culver City

Culver City Bus

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

Foothill Transit

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

City of Gardena's GTrans

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

La Mirada Transit

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

Los Angeles Department of Transportation (LADOT)

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

Long Beach Transit

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

Montebello Bus Lines

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

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City of Norwalk
Norwalk Transportation Department

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

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City of Santa Clarita/Santa Clarita Transit

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

City of Santa Monica's Big Blue Bus

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

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**City of Torrance,
a Municipal Corporation**

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

Attachment A

Access Services, Incorporated

By: _____ Date: _____

Approved as to Form:

_____ Date: _____

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EXHIBIT A Los Angeles County Transit Operators

Executive Director Antelope Valley Transit Authority 42210 6th Street West Lancaster, CA 93534	Community Services Director La Mirada Transit 13700 La Mirada Bl. La Mirada, CA 90638
Assistant City Manager Arcadia Transit PO Box 60021 Arcadia, CA 91066	General Manager; Chief of Transit Programs LADOT 100 S. Main St., 10 th Floor Los Angeles, CA 90012
Transit Manager Beach Cities Transit 415 Diamond St. Redondo Beach, CA 90277	President and CEO Long Beach Transit 1963 E. Anaheim St. Long Beach, CA 90813
Director of Community Services Claremont Dial-A-Ride 207 Harvard Ave. Claremont, CA 91711	Director of Transportation Montebello Bus Lines 400 S. Taylor Ave. Montebello, CA 90640
Director of Transportation Commerce Municipal Bus Lines 5555 Jillson St. Commerce, CA 90040	Director of Transportation Norwalk Transit Systems 12650 E. Imperial Hwy. Norwalk, CA 90650
Transportation Director Culver City Bus 4343 Duquesne Av. Culver City, CA 90232	City Manager Santa Clarita Transit 28250 Constellation Rd Santa Clarita, CA 91355
Executive Director Foothill Transit 100 South Vincent Ave. Suite 200 West Covina, CA 91790	Director of Transit Services City of Santa Monica's Big Blue Bus 1660 Seventh Street Santa Monica, CA 90401
Director of Transportation City of Gardena's GTrans 13999 S. Western Ave. Gardena, CA 90249	General Manager Torrance Transit 20500 Madrona Ave. Torrance, CA 90503
	Executive Director Access Services Incorporated 3449 Santa Anita Ave., 2 nd Floor El Monte, CA 91731