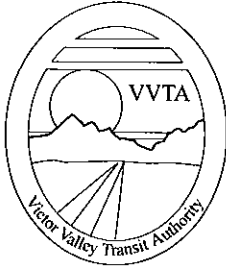


**VICTOR VALLEY TRANSIT AUTHORITY
REGULAR MEETING
OF THE BOARD OF DIRECTORS**

**MONDAY, OCTOBER 19, 2009
9:30 AM**



Victorville City Hall
Council Chambers
14343 Civic Drive
Victorville, CA 92392

SUPPLEMENTAL AGENDA

ACTION / DISCUSSION ITEMS

8. **Memorandum of Understanding (MOU) between San Bernardino Associated Governments (SANBAG) and Victor Valley Transit Authority.**
Recommendation: Approve MOU between SANBAG and VVTA regarding further exploration of the VVTA administrative function and further activities SANBAG will provide upon direction

VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Memorandum of Understanding (MOU) between San Bernardino Associated Governments (SANBAG) and Victor Valley Transit Authority.

SUMMARY STATEMENT

Administrative services have been provided by McDonald Transit Associates, Inc. through a contract which expires in February 22, 2010. No additional options are available and the contract may not be further extended due to Federal Transit Administration regulations. Accordingly, VVTA needs to initiate a process to secure administrative services beyond February 22, 2010.

The Joint Powers Agreement establishing VVTA allows the VVTA Board to retain General Manager and related administrative services by contract or employment. In follow up to the triennial Transit Development Act Performance Audit, ending June 2008, SANBAG obtained a report containing a preliminary cost comparison between VVTA's current contract for administrative services and the potential provision of in-house, employee based transit administrative staff. This information was distributed to the Board on September 21, 2009.

On October 7, 2009, the VVTA Technical Advisory Committee met and discussed options set forth in the VVTA joint powers agreement for obtaining General Manger and other administrative services and the processes to evaluate those options. Due to the need to keep the current administrative staff separated from this procurement process and the limitations of TAC member resources to dedicate to the procurement process, SANBAG has offered to expend up to \$25,000.00 to provide the Board with a more detailed description of the process and cost involved in bringing the VVTA administrative function in house. Continued

RECOMMENDED ACTION

Approve MOU between SANBAG and VVTA regarding further exploration of the VVTA administrative function and further activities SANBAG will provide upon direction.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Fiona Luke, County Counsel	Within the \$25,000 set aside by SANBAG.	March 17, 2007	8

VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Memorandum of Understanding (MOU) between San Bernardino Associated Governments (SANBAG) and Victor Valley Transit Authority.

SUMMARY STATEMENT

This MOU sets forth the understanding of the parties as to their roles and responsibilities in this process. VVTA will retain the responsibility to determine the process for obtaining administrative services and also will select the provider of those services. SANBAG will provide a detailed process for hiring staff and information on related costs and at the option of the VVTA Board, SANBAG will develop position descriptions, give information on administrative functions such as the administration of benefits and payroll, and will develop human resource policies related to taking General Manager and other administrative positions in house.

The MOU will require review by the SANBAG Mountain Desert Committee and will require final approval of the full SANBAG Board of Directors.

**Memorandum of Understanding
Between
Victor Valley Transit Authority
And
San Bernardino Associated Governments**

This Memorandum of Understanding (MOU) is made and entered into by and between Victor Valley Transit Authority (VVTA) and San Bernardino Associated Governments (SANBAG) to set forth the services which SANBAG shall provide to VVTA to assist VVTA's exploration and evaluation of options for employment of administrative staff.

WHEREAS, the SANBAG TDA Triennial Performance Audit of VVTA demonstrated the need for a chief financial officer, and,

WHEREAS, VVTA has need of assistance to identify and review options for employment of administrative staff, and,

WHEREAS, VVTA may have need of assistance in establishing an infrastructure to employ administrative staff; and,

WHEREAS, SANBAG has the staff and other resources to provide such assistance to VVTA.

NOW THEREFORE, VVTA and SANBAG agree as follows:

- I. TERM: This MOU shall be effective for six months from the date approved by the last party, but may be terminated earlier or extended by mutual consent.
- II. VVTA RESPONSIBILITIES:
 - A. The VVTA Board of Directors shall advise SANBAG of the scope of the assistance requested. If the scope of the requested assistance is stated through VVTA Board action at a public meeting, then VVTA need not provide SANBAG with approved minutes of its action to be effective. Further, VVTA may communicate with SANBAG on the scope of assistance requested through any contractor or staff authorized by the VVTA Board.
 - B. VVTA will retain the responsibility to determine the process for obtaining administrative services and also will select the provider of those services.
- III. SANBAG RESPONSIBILITIES:
 - A. SANBAG shall provide to VVTA, at no cost to VVTA as long as said costs do not exceed \$25,000, the following assistance in a timely manner so that VVTA can continue with, at the direction of the VVTA Board, uninterrupted administrative services. SANBAG shall advise VVTA monthly of the amount SANBAG has expended under this MOU and will send an additional notice when there are \$5000.00 left in this account. SANBAG shall not be responsible for actions taken by VVTA that may delay the assistance.

1. SANBAG shall provide a detailed description of the process and cost involved in bringing the VVTA administrative function in-house, including:

- a. A description of the legally mandated process for hiring staff, with technical legal input from VVTA's counsel.
- b. categories and parameters of related costs and timeframes.

B. At the option of the VVTA Board, SANBAG will provide additional assistance for the hiring of administrative staff, including:

- 1. develop position descriptions, give information on and also provide further information on administrative functions such as the administration of benefits and payroll, and,,
- 2. develop human resource policies related to taking General Manager and other administrative positions in house.

III. THE PARTIES MUTUALLY AGREE: That this MOU will require review by the SANBAG Mountain/Desert and Commuter Rail and Transit Committees and will require final approval of the full VVTA and SANBAG Boards of Directors.

IV. NOTICES: When notices are required, such notices shall be provided in writing, sent by mail to the appropriate address listed below:

VVTA: Chair, Board of Directors
11741 East Santa Fe Avenue
Hesperia, CA 92345-8305

SANBAG: Director of Transit/Rail Programs
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715

V. INVALID CONDITIONS: If any one or more terms, conditions or promises of this MOU shall to any extent be judged invalid, void, voidable or unenforceable by a court of competent jurisdiction, the remaining terms shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

VI. LEGAL FEES: In the event of any contract dispute hereunder, each party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

VII. CONCLUSION:

A. This MOU constitutes an integrated agreement, expressing the understanding of the parties concerning the subject matter of this agreement, and it supersedes all prior understandings, whether oral or written, express or implied.

B. When executed, each counterpart shall be deemed an original irrespective of the date of execution and shall together constitute one and the same MOU.

VIII. EXECUTION:

VICTOR VALLEY TRANSIT AUTHORITY

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

By: _____
Chair

By: _____
President

Date: _____

Date: _____