



**MEMORANDUM OF UNDERSTANDING
AMONG**

**SAN LUIS OBISPO COUNCIL OF GOVERNMENTS
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
VENTURA COUNTY TRANSPORTATION COMMISSION**

TO FORM A PARTNERSHIP KNOWN AS THE COAST RAIL COORDINATING COUNCIL (CRCC) TO IMPROVE THE RAIL CORRIDOR BETWEEN LOS ANGELES AND THE SAN FRANCISCO BAY AREA ALONG THE CENTRAL COAST

This Memorandum of Understanding (MOU) is entered into by and between the San Luis Obispo Council of Governments (SLOCOG), the Santa Barbara County Association of Governments (SBCAG), the Santa Cruz County Regional Transportation Commission (SCCRTC), the Transportation Agency for Monterey County (TAMC), and the Ventura County Transportation Commission (VCTC), referred to herein as “AGENCY” or collectively, as “AGENCIES”.

R E C I T A L S

WHEREAS, each of the AGENCIES is either a regional transportation district or a public corporation established under the laws of the State of California.

WHEREAS, California Government Code Section 14036.9 defines the California Coast Passenger Rail Corridor as consisting of the Counties of Los Angeles, Monterey, San Benito, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz and Ventura;

WHEREAS, the California Coast Passenger Rail Corridor functions as an essential north/south corridor connecting California’s Central Coast and the greater Los Angeles and San Diego Metropolitan Areas to the south, and the greater San Jose and San Francisco Metropolitan Areas to the north, serving as: a critical goods movement corridor; the primary alternative north/south route when Interstate 5 is periodically closed due to storms due to accidents or when the rail line over the Tehachapi Mountains is closed; and an emergency escape route upon any natural or manmade accident or disaster occurring along the coast including wildfire, earthquake, tsunami, or critical incident at Diablo Nuclear Power Plant;

WHEREAS, the AGENCIES wish to build a partnership to raise awareness of the California Coast Passenger Rail Corridor as a major passenger and freight rail asset to the state and nation, encourage investment in the corridor, and otherwise facilitate the improvement of the

California Coast Passenger Rail corridor from Los Angeles/San Diego to the San Francisco Bay Area;

WHEREAS, California Assembly's "House Resolution No. 39" in 1992 requested the regional transportation planning agencies (RTPAs) comprising the California Coast Passenger Rail Corridor work with the California Department of Transportation (Caltrans) to prepare a rail corridor upgrade study for the California Coast Passenger Rail Corridor to enhance the speed and reliability of the rail system;

WHEREAS, the California Coast Rail Passenger Corridor is designated as an eligible route for State-supported rail services, although none exist between San Luis Obispo and San Jose;

WHEREAS, AGENCIES recognize other regional transportation districts and public corporations within the California Coast Rail Passenger Corridor, including, but not necessarily limited to: Los Angeles Metropolitan Transportation Authority (LA METRO), Caltrans, National Railroad Passenger Corporation (Amtrak), Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN), Capitol Corridor Joint Powers Authority (CCJPA), Caltrain Peninsula Joint Powers Board (JPB), Santa Clara Valley Transportation Authority (VTA), San Francisco County Transportation Authority (SFCTA), San Mateo County Transit District (SamTrans), Association of Monterey Bay Area Governments (AMBAG), and San Benito COG (collectively, ASSOCIATED AGENCIES); and,

WHEREAS, ASSOCIATED AGENCIES are welcome or attend and fully participate, except in voting matters; and, such ASSOCIATED AGENCIES may opt to join CRCC through a duly executed amendment to this MOU, as set forth below.

NOW, THEREFORE, the AGENCIES hereby set forth their mutual understanding and actions required for the agreed upon scope of work:

I. ROLES AND RESPONSIBILITIES

A. Under this MOU, the AGENCIES agree to work together to:

- (1) Raise the awareness of the importance of the California Coast Rail Passenger Corridor (the "Corridor") as an important north-south link, supporting mobility at statewide and national levels;
- (2) Cooperate in developing and distributing information about the Corridor including but not limited to improvement needs, funding options and strategies, economic impacts and benefits;
- (3) Identify funding that AGENCIES may pursue or obtain for improvements along the Corridor;
- (4) Coordinate with Caltrans and the California State Transportation Agency (CalSTA) to develop projects to support the Corridor;

- (5) Seek support from other public and private partners to raise awareness about the importance of the Corridor and encourage investments in Corridor improvements; and
 - (6) Highlight the importance of the Corridor on the California Central Coast with the California Transportation Commission and state legislative and congressional representatives.
- B. The name for the working body under this mutual understanding will be known as the “Coast Rail Coordinating Council” or “CRCC”.
- C. The CCRC shall initially consist of one standing committees known as the Policy Committee. Other committees and subcommittees may be created as the CCRC deems appropriate. The Policy Committee shall select an AGENCY to serve a three-year term as the “Facilitating Agency” to facilitate the work of the CCRC, as set forth below.

II. FACILITATING AGENCY

- A. The Facilitating Agency, as selected by the Policy Committee, shall facilitate meetings, prepare agendas, prepare notices, set the calendar, and conduct subcommittee meetings in accordance with the Ralph. M. Brown Act (California Government Code Section 54950, et seq.) .

III. AGENCY REPRESENTATION & LEADERSHIP

- A. Each AGENCY may appoint one (1) Policy Committee member and an alternate for each, if they chose. The committee members may be selected from the AGENCY’s sitting or former board or council members. Chair & Vice Chair of the Policy Committee shall be elected at the first meeting of each calendar year.
- B. The Facilitating Agency may convene periodic technical meetings of member agency staff

IV. MEETINGS & SCHEDULE

- A. The technical staff of the AGENCIES may conduct meetings monthly, and the Policy Committee will endeavor meet at least quarterly.
- B. The meeting schedule will be maintained by the Facilitating Agency by setting meetings one year in advance.

- C. Policy Committee meetings shall be conducted in accordance with the Ralph. M. Brown Act (California Government Code Section 54950, et seq.) and other applicable statutes.

V. AGENCY CONTRIBUTIONS

- A. Each AGENCY agrees to consider an annual financial contribution to offset CRCC costs (i.e., meeting rooms, communication costs, support materials, outside agency support, and other incidental expenses).

VI. LIABILITY AND INDEMNIFICATION

- A. Each AGENCY agrees to defend, indemnify and hold harmless other AGENCIES, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including the CRCC, and that arise out of, or are related any act or omission of the CRCC relating to this MOU. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety.

VII. EFFECTIVENESS AND AMENDMENT

- A. This MOU may be executed in counterparts, and becomes effective when fully executed by all parties.
- B. The terms and conditions of this MOU remain in effect until the goals of the partnership have been achieved or until one of the parties notifies the others, in writing with 30 days notice, that it wishes to withdraw from the partnership.
- C. This MOU can be modified or amended by mutual written consent of all parties.
- D. This MOU does not replace or modify any other preexisting MOU between any or all parties. Likewise, future MOUs may be entered into between the parties notwithstanding this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as set forth below:

Darren Kettle, Executive Director
VENTURA COUNTY TRANSPORTATION COMMISSION

DATE

Margi Kirn, Executive Director
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS

DATE

Ronald L. DeCarli, Executive Director
SAN LUIS OBISPO COUNCIL OF GOVERNMENT

DATE

Debbie Hale, Executive Director
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

DATE

George Dondero, Executive Director
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

DATE