



**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 WORK TOGETHER 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 or 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 man-made incident, including those at energy-related facilities;

WHEREAS, the AGENCIES wish to work together 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, in August 1992, California Senate Resolution No. 44 and California House Resolution No. 39 requested 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 to 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. AGENCIES agree CRCC is a multi-jurisdictional recommending agency that is not a separate legal entity and does not have powers of a decision making body. CRCC cannot enter contracts, employ staff, apply for grants or other funding, incur debts, sue or be sued.
- D. The CRCC shall initially consist of one standing committee known as the Policy Committee. Other committees and subcommittees may be created as the CRCC 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 CRCC, as set forth below.

II. POLICY COMMITTEE: AGENCY REPRESENTATION & LEADERSHIP

- A. Each AGENCY shall appoint one (1) Policy Committee member and, if they chose, an alternate. The committee members may be selected from the member AGENCY’s sitting or former board or council members without regard to the number of years since they have become former members.
- B. The Policy Committee shall adopt bylaws for CRCC. The Policy Committee shall conduct meetings in accordance with the Ralph. M. Brown Act (California Government Code Section 54950, et seq.).

- C. A quorum of the Policy Committee must be present to conduct business. A quorum shall consist of a simple majority of the total Policy Committee. Only appointed members shall be counted as part of the quorum.
- D. Chair and Vice Chair of the Policy Committee shall be elected at the first meeting of each calendar year.
- E. Only recommendations or support letters approved by the Policy Committee shall be made to another agency or entity under the CRCC name.

III. FACILITATING AGENCY

- A. The Facilitating Agency, as selected by the Policy Committee, shall facilitate meetings, prepare agendas, prepare notices, set the calendar, and conduct Policy Committee meetings in accordance with the Ralph. M. Brown Act (California Government Code Section 54950, et seq.).
- B. The Facilitating Agency may convene meetings of member agency staff as needed. The Facilitating Agency shall be responsible for record keeping.

IV. MEETINGS & SCHEDULE

- A. The staff of the AGENCIES may meet periodically on an adhoc basis, and the Policy Committee will endeavor to meet 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 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 MOU 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 MOU.
- 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 MOUs or Agreements between any or all parties. Likewise, future MOUs or Agreements may be entered into between the parties notwithstanding this MOU.
- E.** Each AGENCY shall comply with the Civil Rights Act of 1964, as amended, and shall not discriminate on the basis of race, color, national origin, or sex in the performance of this MOU.
- F.** AGENCIES shall not assign, transfer or subcontract this MOU or any of its rights or obligations without the prior written consent of each AGENCY and any attempt to so assign, transfer, or subcontract without such consent shall be void and without legal effect.
- G.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- H.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision

hereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- I. Each AGENCY shall, at its sole cost and expense, comply with all State and federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this MOU. The judgment of any court of competent jurisdiction, or the admission of any AGENCY in any action or proceeding against an AGENCY, whether any other AGENCY is a party thereto or not, that an AGENCY has violated any such ordinance statute, or regulation, shall be conclusive of that fact.
- J. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to San Luis Obispo County, if in federal court.

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

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

DATE

Marjie Kirn, Executive Director
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS

DATE

George Dondero, Executive Director
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

DATE

Debbie Hale, Executive Director
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

DATE

Darren Kettle, Executive Director
VENTURA COUNTY TRANSPORTATION COMMISSION

DATE