

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE:  
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS,  
ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS,  
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS,  
TRANSPORTATION AGENCY FOR MONTEREY COUNTY,  
SAN LUIS OBISPO COUNCIL OF GOVERNMENTS, AND  
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION  
FOR FEDERAL LEGISLATIVE ASSISTANCE

**Effective: September 1, 2021**

THIS Memorandum of Understanding (MOU) is hereby made by and between the Santa Barbara County Association of Governments (SBCAG), Association of Monterey Bay Area Governments (AMBAG), Council of San Benito County Governments (San Benito COG), Transportation Agency for Monterey County (TAMC), San Luis Obispo Council of Governments (SLOCOG), and Santa Cruz County Regional Transportation Commission (SCCRTC), collectively referred to herein as the “CENTRAL COAST COALITION,” or the “AGENCIES”, or individually as AGENCY.

**RECITALS**

**WHEREAS**, the AGENCIES are either a regional transportation agency established pursuant to the California Government Code sections 6500 et seq or are a designated Metropolitan Planning Organization for their region by the Governor in accordance with Title 23 of the Code of Federal Regulations section 450.310; and

**WHEREAS**, the since 2011 the AGENCIES have worked together as the CENTRAL COAST COALITION to raise awareness of transportation priorities on the Central Coast, including highway, rail, active transportation, transit, and local roads;

**WHEREAS**, the AGENCIES entered into a Memorandum of Understanding in June 2020 that identified the functions of the COALITION and roles and responsibilities for the purposes of state legislative advocacy services;

**WHEREAS**, the AGENCIES desire to set forth a dues schedule for the purposes of covering the expenses of the Central Coast Coalition for federal legislative advocacy services for a period of four months; and

**WHEREAS**, the AGENCIES desire SBCAG to serve as the Administrative Agency for the CENTRAL COAST COALITION during the term of this MOU and to enter into an agreement with a legislative advocacy firm to provide federal legislative advocacy services for the CENTRAL COAST COALITION.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the AGENCIES agree as follows:

1. **ROLES AND RESPONSIBILITIES.** Under this MOU, the AGENCIES agree to work together to:
  - A. Cooperate in developing and distributing information about Central Coast priorities including but not limited to improvement needs, funding options and strategies, economic impacts and benefits.
  - B. Identify federal funding that the AGENCIES may pursue or obtain for transportation improvements on the Central Coast, across various modes of transportation, including for the U.S. 101 and other roadways, including State Routes 1, 17, 25, 41, 46, 156 and 166, rail, transit, active transportation, electrification, and other projects on the Central Coast.
  - C. Recommend to the Administrative Agency, SBCAG, the policy positions which have been agreed upon by a consensus of the AGENCIES.
  - D. The name for the working body under this mutual understanding will be known as the "CENTRAL COAST COALITION".
  - E. The AGENCIES agree the CENTRAL COAST COALITION is a multi-jurisdictional recommending agency that is not a separate legal entity and does not have powers of a decision-making body. The CENTRAL COAST COALITION cannot enter contracts, employ staff, apply for grants or other funding, incur debts, sue, or be sued.
2. **ADMINISTRATIVE AGENCY.** SBCAG shall serve as the Administrative Agency of the federal advocacy contract for the CENTRAL COAST COALITION. As the Administrative Agency, SBCAG shall:
  - A. Upon approval by the SBCAG Board, enter into an agreement with a legislative advocacy firm for federal legislative advocacy, in compliance with SBCAG's purchasing policy and bidding procedures, to provide federal legislative advocacy services for the CENTRAL COAST COALITION to advance the collective position of the AGENCIES with the Secretary of Transportation, Federal Department of Transportation, United States Congress, and other appropriate groups.
  - B. Be the single point of contact for the federal legislative advocate and have the sole authority to provide direction to the legislative advocate regarding policy positions which have been recommended by the CENTRAL COAST COALITION. SBCAG shall use its best efforts and in good faith direct the federal legislative advocate in accordance with the AGENCIES recommendations.
  - C. Serve as the custodian of dues paid by AGENCIES and deposit dues in a separate fund.

D. Pay all invoices of the legislative advocate from the separate fund consisting of dues paid by AGENCIES.

3. **TERM & TERMINATION.** This MOU is effective as of September 1, 2021, and shall expire on December 31, 2021, unless the AGENCIES agree otherwise. Any AGENCY may terminate its participation from this MOU upon 30-days written notification to the other AGENCIES.

4. **FINANCIAL RESPONSIBILITIES.**

A. Each AGENCY shall pay dues based on a population formula as follows:

<u>Agency</u>	<u>Amount Due</u>
SBCAG	\$2,210
SLOCOG	\$1,403
AMBAG	\$850
SBtCOG	\$425
TAMC	\$2,210
SCCRTC	\$1,403
<b>TOTAL</b>	<b>\$8,500</b>

B. The AGENCIES shall pay one time dues to provide revenues to fulfill the roles and responsibilities of AGENCIES described above.

C. Dues shall be used for purposes consistent with the mission of the Coalition including legislative advocacy.

D. Dues are payable by October 1, 2021.

5. **LIABILITY AND INDEMNIFICATION.** 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 Central Coast Coalition that arise out of, or are related any act or omission of the Central Coast Coalition relating to this MOU. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety.

6. **GENERAL TERMS & CONDITIONS.**

A. **Entire Agreement and Amendment.** In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the

AGENCIES to this Agreement and by no other means. Each AGENCY waives its future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

- B. **Nondiscrimination.** 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.
- C. **Non-assignment.** 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.
- D. **Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- E. **Severability.** 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.
- F. **Compliance with Law.** 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.
- G. **Jurisdiction & Venue.** This MOU shall be governed by the laws of the State of California. Any litigation regarding this MOU 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.
- H. **Authority.** All signatories and parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this MOU have been fully complied with.
- I. **Execution of Counterparts.** This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to

be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

*(Signatures on following pages.)*

**IN WITNESS WHEREOF**, the AGENCIES have executed this MOU to be effective September 1, 2021.

**Santa Barbara County Association of Governments**

\_\_\_\_\_  
Holly Sierra, Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Marjie Kirn, Executive Director

Approved as to Form

Rachel Van Mullen

County Counsel

\_\_\_\_\_  
Deputy County Counsel

**San Luis Obispo Council of Governments**

\_\_\_\_\_  
John Peschong, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Pete Rodgers, Executive Director

Approved as to Form

SLOCOG Counsel

\_\_\_\_\_  
Nina Negranti

**Association of Monterey Bay Area Governments**

\_\_\_\_\_  
Steve McShane, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Maura Twomey

Executive Director

Approved as to Form

AMBAG Counsel

\_\_\_\_\_

### **Santa Cruz County Regional Transportation Commission**

\_\_\_\_\_  
Sandy Brown, Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Guy Preston, Executive Director

Approved as to Form

\_\_\_\_\_  
SCCRTC Counsel

### **Transportation Agency for Monterey County**

\_\_\_\_\_  
Edwin D. Smith, Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Debra L. Hale, Executive Director

Approved as to Form

TAMC Counsel

\_\_\_\_\_  
Katherine A. Hansen

### **Council of San Benito County Governments**

\_\_\_\_\_  
Ignacio Valezquez, Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Gilbert, Executive Director

Approved as to Form

San Benito County Counsel

\_\_\_\_\_  
Shirley L. Murphy