

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TRANSPORTATION AGENCY OF MONTEREY COUNTY AND
THE PENINSULA CORRIDOR JOINT POWERS BOARD
REGARDING THE EXTENSION OF CALTRAIN PASSENGER RAIL SERVICE
FROM GILROY TO SALINAS**

Effective Date: Date of Last Signature

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into between the Transportation Agency for Monterey County (hereinafter “TAMC”), and the Peninsula Corridor Joint Powers Board (hereinafter “Caltrain”) collectively hereinafter referred to as “Parties”, regarding the Monterey County Rail Extension (hereinafter “Project”).

WHEREAS, the Parties have a cooperative working relationship for planning, development, and implementation of the Project; and

WHEREAS, through previous transportation planning studies, TAMC and the State of California determined that they needed to invest in a system of premium transit services that could better compete with traveling by automobile and attract new riders from the automotive modes of travel in order to provide additional transportation capacity in the US 101 Corridor, thereby reducing congestion, improving air quality, and saving energy in the Monterey Bay Area and San Francisco Bay Area; and

WHEREAS, the Governor and the Legislature expressed their support and endorsement of this Project by providing funding for the Project from the Traffic Congestion Relief Act of 2000, the Proposition 116 Rail Bond, the Public Transportation Account, and the Transit and Intercity Rail Capital Program; and

WHEREAS, the Caltrans State Rail Plan of 2018 includes this service in its near-term scenario; and

WHEREAS, in order to provide safe, efficient and effective transportation alternatives to the automobile, TAMC adopted a resolution endorsing the Extension of Rail Service into Monterey County as the Locally Preferred Alternative for the US 101 corridor on January 31, 2007; and

WHEREAS, Caltrain adopted a Gilroy-Salinas Feasibility Study on April 27, 2020, which specifies that the project shall be cost-neutral to Caltrain, and which outlines a range of issues that will need to be confirmed or clarified; and

WHEREAS, TAMC, as the Lead Agency under the California Environmental Quality Act (CEQA), certified the final Environmental Impact Report (EIR) on August 23, 2006, and adopted an Addendum to the EIR on August 28, 2013, which EIR and Addendum to the EIR contemplate the actions described herein; and

WHEREAS, the California Transportation Commission, as a responsible agency, approved TAMC's Final EIR on September 7, 2006; and

WHEREAS, AMBAG adopted the Project as an element of the regional Metropolitan Transportation Plan/ Sustainable Communities Strategy in June 2022; and

WHEREAS, it is recognized that, with respect to some of the provisions set forth herein, numerous actions must be taken pursuant to federal, state, and local laws and regulations before such policies can be implemented; and

WHEREAS, the purpose of this MOU is to provide a framework for the Parties' cooperation, and the respective duties of the Parties will be set forth in subsequent permits and agreements;

NOW THEREFORE, the Parties hereby agree as follows:

PROJECT FEATURES AND LIMITS

1. To collaborate on the continued development and planned operations of the Project located along the Union Pacific Railroad (UPRR) Coast Main Line Track, between the City of Gilroy at Milepost (MP) 77.4, to the City of Salinas at MP 114.94 (See **Exhibit A**, Gilroy site map and **Exhibit B**, Salinas site map).
2. That the Project is intended to facilitate transportation uses, including, but not limited to, an extension of passenger rail service from Gilroy southward toward Salinas.
3. That the full buildout of the Project, as described in the EIR and EIR Addendum, includes, but is not limited to, the following capital improvement projects:
 - a. Extension of track from the Gilroy station and layover facility to connect to the UPRR Coast Main Line Track;
 - b. Construction, relocation, and/or removal of tracks, turnouts, and railroad signaling within the Gilroy layover facility and at Salinas, as may be required;
 - c. Modification of the rail crossings on East 10th Street and East Luchessa Avenue in Gilroy;
 - d. Circulation improvements at the Salinas train station;

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- e. Construction of a transit exchanges in Salinas;
 - f. Installation of platform shelters, lighting, fixtures, and landscaping in Salinas;
 - g. Construction of a train layover yard, including crew base and train servicing support facilities in Salinas; and
 - h. Site drainage and stormwater treatment facilities per the City of Gilroy and City of Salinas National Pollutant Discharge Elimination System Permit requirements.
4. To the scope, character, and layout of the Project, as defined by the plans and specifications dated August 31, 2022, and provided separately due to their large file size.
 5. That, within the footprint of the approved EIR, the precise limits, locations, and/or alignments of Project features may be adjusted to accommodate design refinements, specifically:
 - a. Right-of-way limits;
 - b. Utilities and subsurface constraints, if any;
 - c. Americans with Disabilities Act requirements; and
 - d. Environmental impact mitigation, as may be required.

DESIGN STANDARDS, OPERATIONS PARAMETERS, AND COORDINATION

The Parties further agree:

6. To cooperate in good faith to develop the Project.
7. TAMC shall be the lead agency for project development, which includes the funding, planning, any further state and any applicable federal environmental review, design, right-of-way acquisition, and construction of the rail and other related elements of the Project (e.g., items identified in Paragraph 3, a-e). TAMC will collect input from the Cities of Gilroy and Salinas, the Santa Clara Valley Transportation Authority (VTA), UPRR, Amtrak, California Public Utilities Commission, the California High-Speed Rail Authority, neighboring businesses, residents, property owners, and the public and to reflect this input, consistent with the design framework described herein.
8. Caltrain shall be the lead agency for operating service, subject to the execution of an operations and maintenance agreement, and coordinating for the maintenance of any project improvements constructed on in the Gilroy yard and Salinas layover facility, including, but not limited to, the Caltrain equipment sheds, track improvements, and stormwater treatments.

9. That the design of the Project shall be consistent with the following documents, as appropriate:
 - a. Peninsula Corridor Joint Powers Board (Caltrain) Design Criteria
 - b. Union Pacific Railroad Track Standard Drawings – 2019
 - c. City of Gilroy Standard Details and Specifications
 - d. City of Gilroy’s Stormwater Management Guidance Manual for Low Impact Development & Post-Construction Requirements – June 2015
 - e. City of Salinas Standard Specifications Design Standards and Standard Plans and Stormwater Development Standards
10. That the Project shall include all mitigations identified or to be identified through CEQA and any applicable National Environmental Policy Act environmental documents, per the adopted Mitigation Monitoring and Reporting Program.
11. That the Parties will cooperate in good faith on related projects, including, but not limited to, the California High-Speed Rail project, Caltrain’s service changes, and proposed changes to the VTA-owned yard and parking lot.
12. That Project implementation is contingent on funding availability and the Parties’ execution of an operations and maintenance agreement.
13. That the Project shall include the four foundational elements of the Feasibility Study in all written agreements:
 - a. Service must be cost-neutral for Caltrain;
 - b. No changes to the Caltrain mainline operation (San Francisco to Gilroy);
 - c. TAMC, working with the State, will address all risks and liabilities of the new service; and
 - d. No changes to the Joint Powers Agreement governance structure.

GENERAL PROVISIONS

A. Terms of this MOU

Should any provision of this MOU prove to be invalid or illegal, the court is authorized and instructed to modify the same to effectuate the original intent of the Parties to the extent possible. It is agreed and understood that the paramount purpose for which the Parties have entered into this MOU is to express their mutual intent to cooperate in good faith to realize the Project.

B. Effective Date

This MOU is effective on the date of the last signature and shall remain in force until December 31, 2025, unless extended or sooner terminated by mutual consent of the Parties. The period of performance may be extended or shortened by written agreement of the Parties. Any Party hereto may terminate this MOU at any time by giving 180 days written notice to the other Party.

C. Authority

Any individual executing this MOU on behalf of a party represents and warrants hereby that he or she has the requisite authority to enter into this MOU on behalf of such party and bind the party to the terms and conditions of this MOU.

D. Further Actions

Each of the Parties agrees to execute and deliver to the other Party such information and documents, as may reasonably be required to give effect to the terms and conditions of this MOU.

E. Modifications or Amendment

This MOU is not subject to modification or amendment except by a writing signed by all the Parties hereto. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Memorandum.

F. Interpretations

No party is to be deemed the party which prepared this MOU within the meaning of California Civil Code section 1654.

G. Disputes

In the event of a dispute arising out of the performance of this MOU, each Party shall send a written notice of dispute to the other Party. Within fifteen (15) working days of receipt of such notice, the notified Party shall respond and agree to a meeting for the purpose of negotiating a settlement or procedure for settlement of the dispute. This is an agreement to cooperate in good faith, and the sole remedy for a breach of any provision of this Agreement (other than a provision for indemnification or defense) is the termination hereof.

H. Indemnification

In lieu of and notwithstanding the pro rata risk allocation that may otherwise be imposed among the Parties pursuant to Government Code section 895.6, each party shall hold harmless, indemnify, and defend the other Parties (including their respective elected and appointed officials, agents, and employees), from all claims, liabilities, fines or other penalties, costs, or attorneys' fees arising from the indemnifying party's omissions, negligence, or willful misconduct in the performance of this Agreement.

I. Notices and Correspondence

Any notice required to be given to any party shall be in writing and deemed given if personally delivered upon the other party or deposited in the United States mail, and sent certified mail, return receipt requested, postage prepaid and addressed to the other party at the address set forth below, or sent via email transmission to the party to which notice is given:

If to TAMC: Todd A. Muck
 Executive Director
 Transportation Agency for Monterey County
 55-B Plaza Circle
 Salinas, CA 93901-2902
 Telephone: (831) 775-0903
 Email: todd@tamcmonterey.org

If to Caltrain: Michelle Bouchard
 Executive Director
 Peninsula Corridor Joint Powers Board
 P.O. Box 3006
 San Carlos, CA 94070-1306
 Telephone: (650) 508-6349
 Email: bouchardm@caltrain.com

J. Applicable Law

California law shall govern this MOU.

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IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date and as set forth herein:

Todd Muck

Todd A. Muck, Executive Director
Transportation Agency for Monterey County

Dated Mar 13, 2023

As to Form: *Rob Brayer*
Rob Brayer (Mar 13, 2023 12:25 PDT)

TAMC Counsel

Michelle Bouchard

for

Michelle Bouchard, Executive Director
Peninsula Corridor Joint Powers Board

Dated 3/9/23

As to Form: *Sam Ockin*

JPB Counsel

Attachments:

- Exhibit A: Gilroy Site Map
- Exhibit B: Salinas Site Map

GILROY STATION TRACK PROJECT

Salinas Rail Extension



DESCRIPTION

- New track work to connect the Gilroy yard/station track to the Union Pacific mainline track
- Improved vehicle/pedestrian grade crossing improvements at Luchessa Avenue and 10th Street

SERVICE PLAN

- Extends passenger rail service from Gilroy in Santa Clara County to Salinas in Monterey County
- At least two commute-oriented round trips every weekday at the start of service, with the opportunity to expand

DELIVERY STATUS

- California Environmental Quality Act document is completed
- Design is at 75%
- Scope of construction and schedule needs to be approved by Union Pacific Railroad
- Construction could start as early as 2021

COST ESTIMATE

- \$16 million

SALINAS INTERMODAL TRANSPORTATION CENTER PACKAGE 1

DESCRIPTION

- Extend Lincoln Ave. for site access/circulation
- Install bicycle lanes and storage
- Improve pedestrian access
- Designate loading berths for Monterey-Salinas Transit (MST) and intercity buses
- Construct and/or repave surface parking lots

COST ESTIMATE

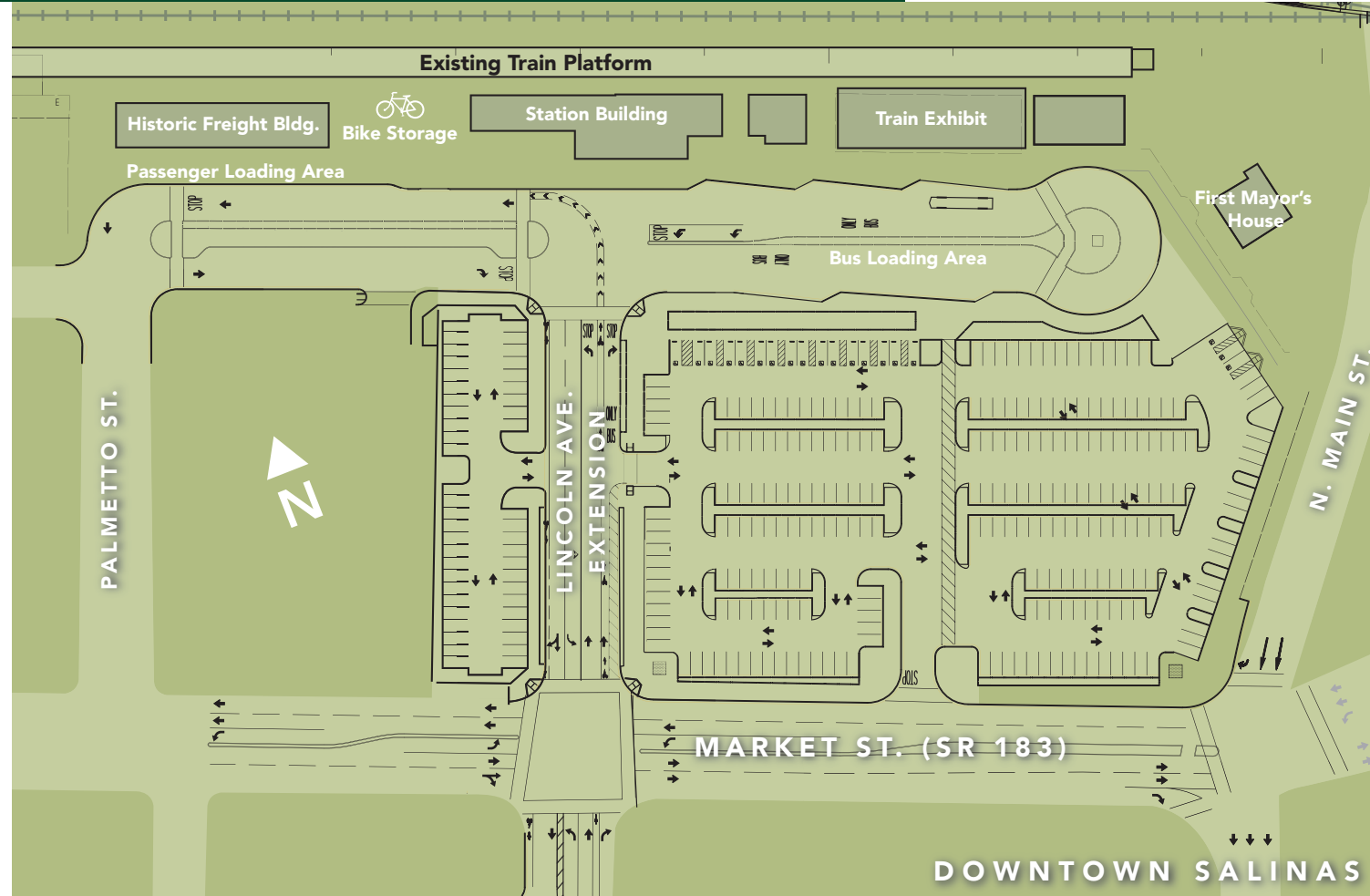
- \$11.2 million

DELIVERY STATUS

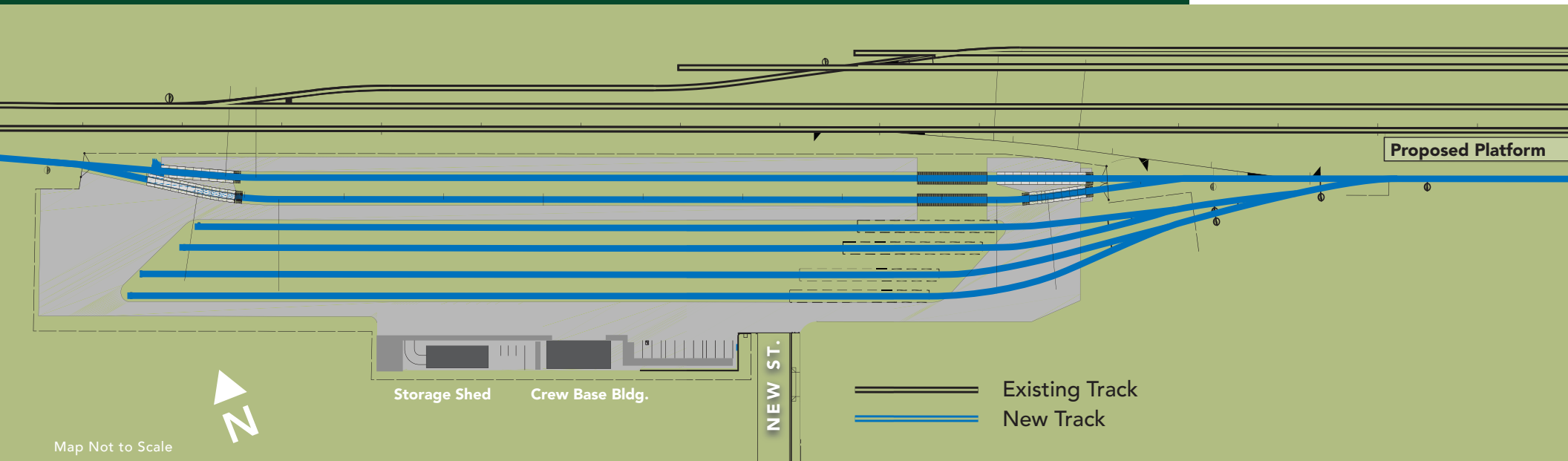
- State environmental document complete
- Final designs complete
- Construction completed January 2021

SERVICE PLAN

- Extends passenger rail service from Gilroy in Santa Clara County to Salinas in Monterey County
- At least two commute-oriented round trips every weekday at the start of service, with the opportunity to expand



SALINAS TRAIN LAYOVER FACILITY PACKAGE 2



Map Not to Scale

DESCRIPTION

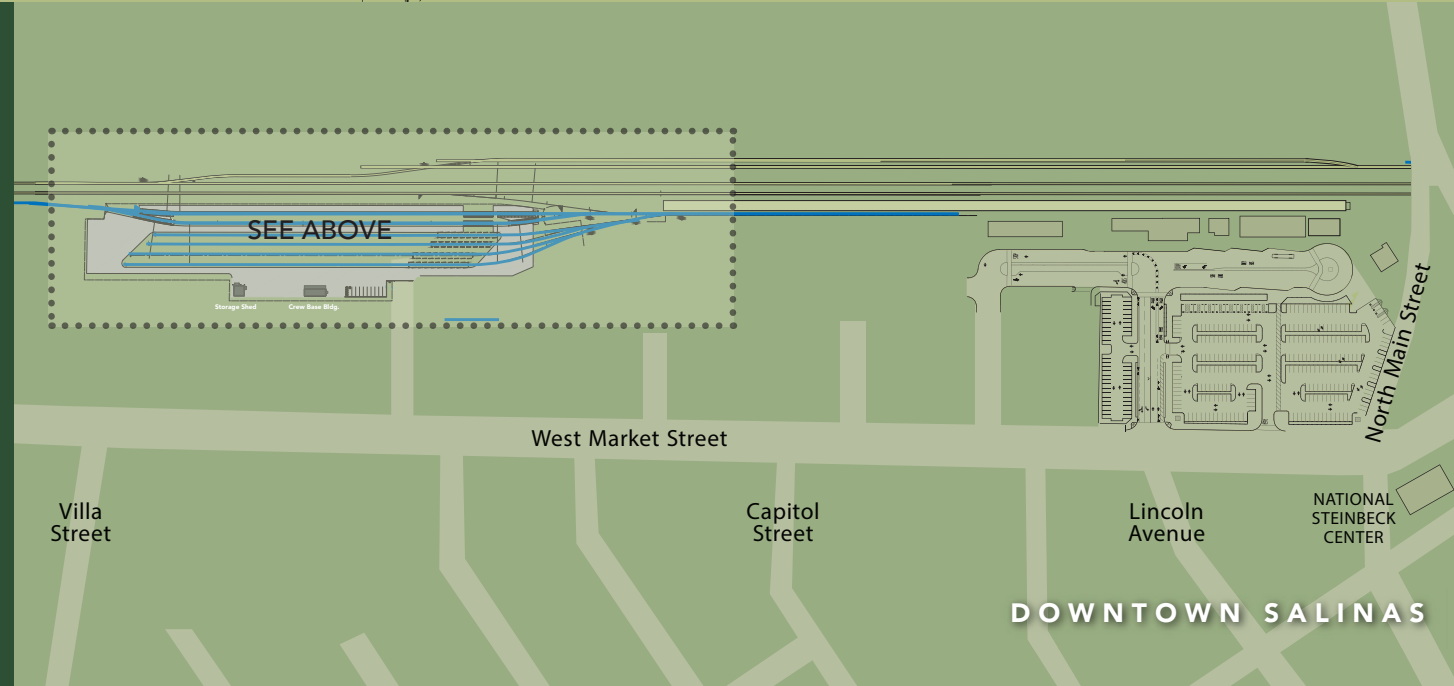
- Construct a train layover facility connected to the Coast Mainline
- Construct train crew base building and storage shed, fencing and lighting
- Construct new platform

COST ESTIMATE

- \$25 million

DELIVERY STATUS

- Environmental review complete
- Design at 90% pending railroad review
- Scope of construction and schedule needs to be approved by Union Pacific Railroad
- Property acquisition underway
- Construction est. 2023-2024



DOWNTOWN SALINAS









TAMC-Caltrain JPB MOU Final with Exhibits

Final Audit Report

2023-03-13

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